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THE CITY RECORD.

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BOARD OF ESTIMATE AND APPORTIONMENT.

PUBLIC NOTICE is hereby given that the Board of Estimate and Apportionment will consider, and hold a public hearing in Room 18 (Aldermanic Chamber), City Hall, Borough of Manhattan, on Thursday, October 3, 1912, upon the proposition referred to in the following resolution submitted to said Board, at a meeting held September 19, 1912, by the Commitee consisting of the President of the Board of Aldermen, the Comptroller, the President of the Borough of Manhattan, the Chief Engineer of the Board and the President of the Borough of Brooklyn:

"Whereas, On May 23, 1912, Mr. Irving T. Bush, as President of the Bush Terminal Company, submitted to the Board of Estimate and Apportionment an offer to organize a portion of the South Brooklyn water-front as a freight terminal, provided the City should purchase by condemnation the piers and bulkheads of the Bush Terminal Company; and

"Whereas, Chapter 776 of the Laws of 1911 permits of such organization and management in the manner proposed, through the medium of a lease; and

"Whereas, The Committee on Terminal Improvements of this Board, to which such offer was referred, has reported in favor of the taking of said Bush Terminal Company's property by condemnation, in the event of the satisfactory negotiation of a lease to include both the property of the Bush Terminal Company acquired, and certain other City property lying between 28th and 63d streets; and

"Whereas, It appears to the Board of Estimate and Apportionment that the recommendations of the Committee on Terminal Improvements should be adopted; and

"Whereas, The said Committee has presented, as a part of its report, a form of contract prepared by the attorneys for the Bush Terminal Company, said proposed contract being incomplete in form, but representing in general the views of the Bush Terminal Company; now therefore, be it

"Resolved, That said form of proposed contract so submitted by the Attorneys for the Bush Terminal Company be referred back to the Committee on Terminal Improvements with instructions to confer with the Bush Terminal Company for the purpose of negotiating, for submission to this Board, a contract embodying the general plan adopted by this resolution."

JOSEPH HAAG, Secretary.

Dated. New York, September 23, 1912.

The public hearing referred to in the foregoing notice will take place Thursday, October 10, 1912, instead of October 3, 1912, as set forth in said notice.

JOSEPH HAAG, Secretary.

Dated, New York, September 27, 1912.

PUBLIC HEARING FOR TAXPAYERS.

Pursuant to a resolution adopted by the Board of Estimate and Apportionment October 3, 1912, a PUBLIC HEARING will be held on MONDAY, OCTOBER 28, 1912, in Room 18 (Aldermanic Chamber), City Hall, Borough of Manhattan, at 10.30 o'clock in the forenoon, in regard to the BUDGET FOR 1913, as tentatively prepared, and the TAXPAYERS of the City are invited to appear and be heard on that day in regard to appropriations to be made and included in said Budget.

JOSEPH HAAG, Secretary.

Dated New York, October 4, 1912.

PUBLIC SERVICE COMMISSION—FIRST DISTRICT.

No. 154 NASSAU STREET, NEW YORK CITY.

Calendar for the Week Commencing October 7, 1912.

Wednesday, October 9, 1912—11 a. m.—Room 305—Case No. 1441—New York

Thursday, October 10, 1912—2 p. m.—Room 305—Case No. 1489—Long Island Railroad Company—"Compliance with order upon application of Crew Levick Company as to establishment of switch connection"—Commissioner Williams. 2.30 p. m.—Room 310—Case No. 1364—Street Railroad Corporations—"Rates of fare upon connecting or intersecting lines of street railroad in the Borough of Manhattan"—Whole Commission. 2.30 p. m.—Room 305—Case No. 1559—Long Island Railroad Company—"Ferry service between 34th Street and Long Island City, and train connections at Long Island City"—Commissioner Williams.

Meeting of the Committee of the Whole held every Tuesday, Wednesday, Thursday and Friday at 10.30 a. m. in Committee Room.

Regular meeting of Commission held every Tuesday and Friday at 12 noon in Room 310.

THE BOARD OF ALDERMEN OF THE CITY OF NEW YORK.

STATED MEETING.

Tuesday, October 8, 1912, 1.30 p. m.

The Board met in the Aldermanic Chamber, City Hall.

Present:

Hon. John Purroy Mitchel, President of the Board of Aldermen.

Aldermen:

Ardolph L. Kline, Vice-Chairman.
Niles R. Becker.
Daniel M. Bedell.
John A. Bolles
John H. Boschen.
Robert H. Bosse.
William D. Brush.
Michael Carberry.
Charles P. Cole.
Hugh J. Cummuskey.
Frank Cunningham.
Henry H. Curran.
Percy L. Davis.
Charles Delaney.
James L. Devine.
John Diemer.
Frank T. Dixson
Frank J. Dotzler.
Frank L. Dowling.
Robert F. Downing.
William Drescher.
John T. Eagan.
Edward Eichhorn.
O. Grant Esterbrook.
William Fink.
Ralph Folks.
John S. Gaynor.
Otto C. Gelbke.
Edward V. Gilmore.
Henry F. Grimm.
James Hamilton.
Joseph M. Hannon.
Abram W. Herbst.
William P. Kenneally.
Francis P. Kenney.
Max S. Levine.
Nathan Lieberman.
John Loos.
John McCann.
John F. McCourt.
William P. McGarry.
Michael J. McGrath.
Samuel Marks.
James F. Martyn.
John J. Meagher.
James J. Molen.
Jesse D. Moore.
George A. Morrison.
Otto Muhlbauer.
Thomas J. Mulligan.
Courtlandt Nicoll.
James J. Nugent.
George M. O'Connor.
Thomas H. O'Neil.
John J. O'Rourke.
William H. Pendry.
Charles A. Post.
John J. Reardon.
W. Augustus Shipley.
James J. Smith.
Michael Stapleton.
Frederick H. Stevenson.
Jacob J. Velten.
John F. Walsh.
Jacob Weil.
Louis Wendel, Jr.
James R. Weston.
Bryant Willard.
Frederick H. Wilmot.

George Cromwell, President Borough of Richmond.

Maurice E. Connolly, President Borough of Queens.

Cyrus C. Miller, President Borough of The Bronx, by Thomas W. Whittle, Commissioner of Public Works.

Alfred E. Steers, President Borough of Brooklyn.

George McAneny, President, Borough of Manhattan.

The President announced that Alderman Coleman was excused from attendance.

The Clerk proceeded to read the minutes of the stated meeting of September 24, 1912.

PETITIONS AND COMMUNICATIONS.

No. 1860.

Henry P. Velte, Counsellor at Law, 34 Nassau St., New York City, September 24, 1912.

City Clerk, City of New York:

Dear Sir—I hereby resign as a Commissioner of Deeds in and for The City of New York. Yours very truly, HENRY P. VELTE.

Which resignation was accepted.

No. 1861.

Gillespie & O'Connor, Attorneys and Counsellors, 20-24 Vesey St., New York, September 28, 1912.

Board of Aldermen, City of New York:

Gentlemen—As I am no longer a resident of The City of New York I herewith beg leave to tender my resignation as a Commissioner of Deeds of The City of New York. Yours truly, HAROLD H. O'CONNOR.

Which resignation was accepted.

No. 1862.

The Tenement Economies Society of New York City, September 30, 1912.

Board of Aldermen, City Hall:

Gentlemen—All the property owners adjacent this street have built open stair tenements, a new feature of which is the lack of toilets upon the periphery or outside walls. This is decidedly a model feature and to commemorate this it is our hope that the new street between 76th to 78th street, west of John Jay Park, be named Periphery street, and therefore so beg of your Board. Very truly yours,

WM. P. MILLER, Corresponding Secretary.

No. 1863.

Hensle Construction Company, Builders and Real Estate Operators, 542 W. 207th St., Corner Sherman Ave., New York, October 1, 1912.

To the Honorable the Board of Aldermen, New York:

Gentlemen—We have just erected nine houses, one on northeast corner of Nagle ave. and Arden st., and eight others adjoining on Arden st., covering a plot on Arden st. of 350 feet frontage. The gas and electric light companies have been after us to supply them with the street numbers of the houses, and we have been unable to furnish it to them. We are very anxious to have the numbers on our own account, and if you have taken action on the numbering of this street we would be very pleased to have you furnish us with the numbers. If no action has yet been taken we earnestly request that you take action at your earliest convenience, and thereby greatly oblige, Yours very truly,

HENSLE CONSTRUCTION COMPANY, per Wm. Austin.

Which were severally referred to the Committee on Streets, Highways and Sewers.

No. 1864.

Real Estate Owners' Protective Association of the 12th and 22d Wards, October 7, 1912.

Hon. JOHN P. MITCHEL, President, Board of Aldermen, New York City:

Whereas, An appropriation of twenty-five thousand dollars of the Taxpayers' money has been made to investigate the Police Department of this City; and

Whereas, From all accounts of said proceedings had up to date nothing of sufficient importance has been brought out in the interest of the taxpayers that has warranted this outlay other than a seeming partisan play at politics; and

Whereas, The terrific large demand that is going to be made on the taxpayers before the Board of Estimate and Apportionment for this year's appropriation is almost appalling; and

Whereas, Every dollar saved to the taxpayers that may be deemed unnecessarily expended will be considered a boon to the already overburdened taxpayers; be it therefore

Resolved, by the Real Estate Owners' Protective Association, That the members of the Board of Aldermen be requested to ascertain from the chairman and the members constituting what is known as the Aldermanic Police Investigating Committee, now holding sessions, to furnish this association, forthwith, with the information as to what will become of the unexpended balance of the aforesaid twenty-five thousand dollar appropriation that has been made to hold said investigation, and which, from all appearances, will not and cannot be expended judiciously or wisely for an investigation that seems not only farcical, but successful only by placing a blot upon the fair fame of our City.

REAL ESTATE OWNERS' PROTECTIVE ASSOCIATION, by Joseph S. Schwab, President.

Which was referred to the Special Committee on Police Investigation.

COMMUNICATIONS FROM CITY, COUNTY AND BOROUGH OFFICERS.

The President laid before the Board the following communications from the Board of Estimate and Apportionment:

No. 1865.

Board of Estimate and Apportionment, City of New York, Office of the Secretary, 277 Broadway, September 30, 1912.

Hon. JOHN PURROY MITCHEL, President, Board of Aldermen.

Dear Sir—I transmit herewith certified copies of five resolutions adopted by this Board September 26, 1912, as follows:

Calendar No. 41a—Amending resolution adopted January 11, 1912, which authorized the issue of $213,525 corporate stock for the construction of new Public School 40, Borough of Queens, by reducing said amount to $211,549.50.

Calendar No. 41b—Authorizing the issue of $1,975.50 corporate stock for the equipment of Public School 40, Borough of Queens.

Calendar No. 71a—Amending resolution adopted July 27, 1911, which authorized the issue of $50,000 corporate stock for the general improvement of Silver Lake Park, including the erection of a shelter house, under the jurisdiction of the Department of Parks, Manhattan and Richmond, by reducing said amount to $35,000.

Calendar No. 71b—Authorizing the issue of $15,000 corporate stock for the general improvement of the triangle at Washington Park, Staten Island, including the erection of a comfort station, under the jurisdiction of the Department of Parks, Boroughs of Manhattan and Richmond.

Calendar No. 73—Authorizing the issue of $425,000 corporate stock for the payment of salaries and wages of employees of the Department of Docks and Ferries engaged in work of construction and improvements, or the preparation of plans therefor.

I also enclose copies of reports of the Corporate Stock Budget Committee relative thereto. Yours very truly,

WILLIAM M. LAWRENCE, Assistant Secretary.

Resolved, That, subject to the concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on January 11, 1912, and approved by the Board of Aldermen on February 6, 1912, as follows:

"Resolved, That, subject to the concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment June 3, 1910, and approved by the Board of Aldermen June 28, 1910:

"'Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding two hundred and twenty-six thousand eight hundred dollars ($226,800), to provide means for the construction of new Public School 40, Pacific and Union Hall streets, Jamaica, Borough of Queens, and when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue corporate stock of The City of New York, in the manner provided by section 169 of the Greater New York Charter, to an amount not exceeding two hundred and twenty-six thousand eight hundred dollars ($226,800), the proceeds whereof to be applied to the purposes aforesaid.'

"—be amended to make the amount read *two hundred and thirteen thousand five hundred and twenty-five dollars* ($213,525)."

—be *amended* to make the amount read *two hundred and eleven thousand five hundred and forty-nine dollars and fifty cents* ($211,549.50).

A true copy of resolution adopted by the Board of Estimate and Apportionment, September 26, 1912. WILLIAM M. LAWRENCE, Assistant Secretary.

No. 1866.

Resolved, That pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding one thousand nine hundred and seventy-five dollars and fifty cents ($1,975.50), to provide means for the equipment of Public School 40, Pacific and Union Hall streets, Jamaica, Borough of Queens, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid.

A true copy of resolution adopted by the Board of Estimate and Apportionment, September 26, 1912. WILLIAM M. LAWRENCE, Assistant Secretary.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, August 5, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On June 26, 1912, the Board of Education requested that a resolution authorizing $213,525 in corporate stock for the construction of Public School 40, Borough of Queens, be amended by making $1,975.50 available for furniture for the school. In connection therewith we report as follows:

In the 1910 corporate stock budget the sum of $226,000 was authorized for the construction, and $47,340 for the equipment, of Public School 40, Pacific and Union Hall streets, Jamaica, Borough of Queens. The cost of construction was less than anticipated, and the original resolution was amended reducing the amount authorized to $213,525. The appropriation for equipment did not include furniture. The sum of $16,000 was made available for this purpose on January 11, 1912, but the amount is insufficient. It is therefore proposed to make the balance of $1,975.50 in the construction account applicable to the deficit in the appropriation for equipment.

We recommend that the request be granted by the adoption of the attached resolutions. Respectfully,

WM. A. PRENDERGAST, Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen; GEORGE McANENY, President, Borough of Manhattan, Corporate Stock Budget Committee.

No. 1867.

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on July 27, 1911, and approved by the Board of Aldermen on July 31, 1911, as follows:

"Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding *fifty thousand dollars* ($50,000), to provide means for the general improvement of Silver Lake Park, including the erection of a shelter house, under the jurisdiction of the Department of Parks, Boroughs of Manhattan and Richmond, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid."

—be *amended* to make the amount authorized *thirty-five thousand dollars* ($35.000).

A true copy of resolution adopted by the Board of Estimate and Apportionment, September 26, 1912. WILLIAM M. LAWRENCE, Assistant Secretary.

No. 1868.

Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding fifteen thousand dollars ($15,000), to provide means for the general improvement of the triangle at Washington Park, Stapleton, Staten Island, including the erection of a comfort station, under the jurisdiction of the Department of Parks, Boroughs of Manhattan and Richmond, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid.

A true copy of resolution adopted by the Board of Estimate and Apportionment, September 26, 1912. WILLIAM M. LAWRENCE, Assistant Secretary.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 23, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On September 10, 1912, the Commissioner of Parks, Boroughs of Manhattan and Richmond, requested amendment of a resolution authorizing an issue of corporate stock in the sum of $50,000, to provide means for the general improvement of Silver Lake Park, including the erection of a shelter house. In connection therewith we report as follows:

The authorization was made in the 1911 Corporate Stock Budget. It is proposed to rescind $15,000 of the amount, and appropriate a similar sum for the general improvement of the triangle at Washington Park, Stapleton, Staten Island, including the erection of a comfort station. The Commissioner states that the Washington Park triangle is in a very bad condition, and that there has been a constant demand for its improvement. He also states that $35,000 is sufficient for Silver Lake Park, for the reason that part of the park may be taken over by the Department of Water Supply, Gas and Electricity.

We recommend the adoption of the attached resolutions approving the request.

Respectfully,

WM. A. PRENDERGAST, Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen; GEORGE McANENY, President, Borough of Manhattan Corporate Stock Budget Committee.

No. 1869.

Resolved, That, pursuant to the provisions of section 180 of the Greater New York Charter, as amended, and the recommendations of the Commisioners of the Sinking Fund by resolution adopted on July 17, 1912, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding four hundred and twenty-five thousand dollars ($425,000), and the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York, in the manner provided by section 169 of the Greater New York Charter, the proceeds to the amount of the par value thereof to be applied by the Department of Docks and Ferries, to the payment of the salaries and wages of the employees of the Department engaged in work of construction and improvements, or the preparation of plans therefor.

A true copy of resolution adopted by the Board of Estimate and Apportionment, September 26, 1912. WM. M. LAWRENCE, Assistant Secretary.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 20, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On July 17, 1912, the Commissioners of the Sinking Fund adopted a resolution recommending that a corporate stock authorization of $425,000 for the payment of salaries and wages of the employees of the Department of Docks and Ferries, engaged in work of construction and improvements, or the preparation of plans therefor. In connection therewith we report as follows:

In his 1912 corporate stock estimate, the Commissioner of Docks requested the following appropriations for salaries and wages of the construction force, for the year ending June 30, 1913:

Salaries on basis of existing schedules	$260,154 50
Wages on basis of existing schedules	1,119,169 03
	$1,379,323 53

The request for $1,379,323.53 was based on the assumption that large amounts of corporate stock would be authorized for certain requested improvements, and that the salary and wage schedules of the Department would be correspondingly large. The Corporate Stock Budget for the Department of Docks and Ferries has not yet been acted upon, and it is unlikely that all of the requested authorizations will be granted when action is taken. However, it is urgent that some provision be made now to provide salaries for the force necessary to carry on the work for which authorizations have already been made.

It is estimated that $425,000 will be sufficient to carry the salary and wage schedules to July 1, 1913.

We recommend the adoption of the attached resolution approving an authorization in that amount. Respectfully,

WM. A. PRENDERGAST, Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen; GEORGE McANENY, President, Borough of Manhattan, Corporate Stock Budget Committee.

Which were severally referred to the Committee on Finance.

No. 1870.

Board of Estimate and Apportionment, City of New York, Office of the Secretary, 277 Broadway, September 30, 1912.

Hon. JOHN PURROY MITCHEL, President, Board of Aldermen:

Dear Sir—I transmit herewith certified copies of two resolutions adopted by this Board September 26, 1912, recommending the establishment of various grades of positions, etc., in the city departments, as follows:

Calendar No. 39. Department of Education, Janitor-Engineers and Janitors in various public schools, and in high schools, as set forth therein.

Calendar No. 58. Office, President, Board of Aldermen, one Clerk at $480, one Stenographer at $1,500, two Examiners at $4,000, and abolishing the following positions: One Clerk at $900, one Stenographer at $1,800, two Examiners at $3,500.

I also enclose copies of reports of the Committee on Salaries and Grades relative thereto. Yours very truly, WM. M. LAWRENCE, Assistant Secretary.

Whereas, By opinions of the Corporation Counsel, as of June 28, 1910, and July 30, 1910, the Comptroller was advised that the payment of salaries of Janitors in the Department of Education is illegal unless such salary shall have been established under the provisions of section 56 of the Greater New York Charter; and

Whereas, The matter of adjusting the compensation of Janitors and the fixation of their salaries under the provision of section 56 of the Charter is now in the hands of a special committee of the Board of Estimate and Apportionment; therefore, be it

Resolved, That, pursuant to the provisions of section 56 of the Charter, the Board of Estimate and Apportionment hereby recommends to the Board of Aldermen, pending the report of said committee, the compensation of Janitors in the Department of Education be fixed temporarily, and until further modified, in accordance with the following list:

Janitor-Engineer, Public School 130, Manhattan, rate of compensation	$1,131 00 per annum
Janitor-Engineer, Public School 111, Manhattan, rate of compensation	600 00 per annum
Janitor, Public School 54, Brooklyn, rate of compensation	1,848 00 per annum
Janitor, Girls' High School, Brooklyn, rate of compensation	5,880 00 per annum
Janitor, Public School 94 (old), Brooklyn, rate of compensation	1,236 00 per annum
Janitor (j. s. h.), 98 B and C, Manhattan, rate of compensation	1,140 00 per annum
Janitor, DeWitt Clinton High School, Manhattan, for services in Continuation High School during summer vacation	3 00 per session
Janitor, Commercial High School, Brooklyn, for services in Continuation High School during summer vacation	3 00 per session

A true copy of resolution adopted by the Board of Estimate and Apportionment, September 26, 1912. WM. M. LAWRENCE, Assistant Secretary.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 6, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On July 10, 1912, the Board of Education requested the establishment, pursuant to the provisions of section 56 of the Greater New York Charter, of rates of compensation for Janitors of Public Schools 130, 111, 98 B and C, De Witt Clinton High School, Manhattan, 54, 94 (old), Girls' High School, Commercial High School, Brooklyn, and 8, Richmond.

The temporary rate of $75 per month for Public School 8, Richmond, and $10 additional for Public School 130, Manhattan, for the care of the vacant lot adjoining the school, have already been established. It is not necessary to re-establish the grade every time the incumbent is changed. The rate of $1,848 per annum for Public School 54, Brooklyn, as against the present rate of $2,160, is requested on acount of the non-renewal of the lease to the annex. An increase from $5,832 to $5,880 per annum is proposed for the Girls' High School, Brooklyn, on account of additional machinery, and from $1,008 to $1,236 for old Public School 94, Brooklyn, on account of rent allowance. The rate of $3 per session for the Janitors of the De Witt Clinton High School and the Commercial High School is for services in connection with the continuation schools which are being held in their respective buildings during the summer vacation.

We recommend that, with the exception of the grades which have been established, the request be granted by the adoption of the attached resolution. Respectfully,

WM. A. PRENDERGAST, Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen, Committee on Salaries and Grades.

No. 1871.

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 56 of the Greater New York Charter, recommends to the Board of Aldermen the establishment in the office of the President of the Board of Aldermen of the following grades of positions, in addition to those heretofore established, as follows:

Title.	Rate Per Annum.	Number of Incumbents.
Clerk	$480 00	1
Stenographer	1,500 00	1
Examiners	4,000 00	2

—and the abolishment of the following grades of positions:

Title.	Rate Per Annum.	Number of Incumbents.
Clerk	$900 00	1
Stenographer	1,800 00	1
Examiners	3,500 00	2

A true copy of resolution adopted by the Board of Estimate and Apportionment, September 26, 1912. WM. M. LAWRENCE, Assistant Secretary.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 23, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On September 16, 1912, the President of the Board of Aldermen requested the establishment in his office, pursuant to the provisions of section 56 of the Greater New York Charter, of the following grades of positions:

	Rate Per Annum.	Number of Incumbents.
Clerk	$480 00	1
Stenographer	1,500 00	1
Examiners	4,000 00	2

In the same communication it was proposed to abolish the following grades of positions:

	Rate Per Annum.	Number of Incumbents.
Clerk	$900 00	1
Stenographer	1,800 00	1
Examiners	3,500 00	2

to take effect upon the establishment of the new grades.

In connection therewith we report as follows:

A Clerk at nine hundred dollars ($900) per annum was recently transferred from the Office of the President of the Board of Aldermen to the Department of Water Supply, Gas and Electricity. A Stenographer at eighteen hundred dollars ($1,800) per annum resigned. It is proposed to appoint to the latter vacancy a Stenographer at fifteen hundred dollars ($1,500) per annum. It is not intended to fill the vacancy caused by the transfer of the Clerk mentioned. This fact, together with the saving of three hundred dollars ($300) per annum in the salary of the Stenographer will provide more than the necessary funds to make the increases contemplated in the establishment of the grades as requested.

The clerical grade at four hundred and eighty dollars ($480) per annum is for the purpose of increasing the salary of a Clerk now receiving three hundred dollars ($300) per annum who has been employed in the office for nearly two years, rendering faithful and intelligent service. It appears that his promotion is well deserved.

It is proposed to increase the salaries of Richard C. Harrison and Burdette G. Lewis, from three thousand five hundred to four thousand dollars ($4,000) per annum. These men are members of the executive staff of the President of the Board of Aldermen. Their services are of great value in connection with a proper discharge of the manifold duties devolving upon that official. Without an examination generally into the important matters coming before the Board of Estimate and Apportionment, Sinking Fund Commission and Armory Board, of which bodies the President of the Board of Aldermen is a member, and particular and careful investigation as to matters emanating from those bodies and referred to sub-committees of which the President of the Board of Aldermen is chairman, that official would not be in a position properly to deal with such matters and intelligently to act upon them. As stated by the President, Messrs. Harrison and Lewis are able and efficient men, thoroughly trained and experienced in the class of work which they are called upon to do. They deal with matters highly technical and requiring expert knowledge and experience.

We recommend the adoption of the attached resolution, approving the request to establish the grades and to abolish the others as indicated. Respectfully,

WM. A. PRENDERGAST, Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen; Committee on Salaries and Grades.

Which were severally referred to the Committee on Salaries and Offices.

No. 1872.

Board of Estimate and Apportionment, City of New York, Office of the Secretary, 277 Broadway, September 30, 1912.

Hon. P. J. SCULLY, City Clerk and Clerk of the Board of Aldermen:

Dear Sir—I transmit herewith certified copy of resolution adopted by the Board of Estimate and Apportionment, September 26, 1912, disapproving of the request of the Board of Aldermen as set forth in a resolution adopted May 28, 1912, for the establishment of a uniform per diem compensation for Hostlers in the Police Department at $3 per diem, instead of $2.50 per diem.

In accordance with the direction of the Board I also transmit copy of report of the Committee on Salaries and Grades relative thereto, for the information of the Board of Aldermen. Yours very truly, JOSEPH HAAG, Secretary.

Resolved, That the Board of Estimate and Apportionment hereby *disapproves* of the request of the Board of Aldermen, as set forth in a resolution adopted by said board May 28, 1912, for the establishment of a uniform per diem compensation for the Hostlers of the Police Department at $3 per diem, instead of $2.50 per diem.

A true copy of resolution adopted by the Board of Estimate and Apportionment, September 26, 1912. JOSEPH HAAG, Secretary.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 4, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On May 28, 1912, the Board of Aldermen adopted a resolution requesting the establishment, pursuant to the provisions of section 56 of the Greater New York Charter, of the grade of position of Hostler in the Police Department, at $3 per day, for 66 incumbents.

There are 66 Hostlers in the Department at $2.50 a day each. They are employed every day, including Sundays and holidays. The request involves a total yearly increase of $12,045. There are no funds available in the Budget appropriation for 1912 to provide for the proposed increase.

We recommend therefore that the request be not approved. Respectfully,

WM. A. PRENDERGAST, Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen, Committee on Salaries and Grades.

Which was ordered on file.

The President laid before the Board the following communication from the Board of Health:

No. 1873.

City of New York, Department of Health, Office of the Secretary, September 13, 1912.

Hon. P. J. SCULLY, City Clerk, New York City:

Sir—At a meeting of the Board of Health of the Department of Health, held September 10, 1912, the following resolution was adopted:

Resolved, That the Board of Aldermen, pursuant to the provisions of subdivision eight of section one hundred and eighty-eight of the Greater New York Charter, be and is hereby petitioned to request the Board of Estimate and Apportionment to authorize the Comptroller to issue special revenue bonds in the amount of one thousand, seven hundred and seventy-nine dollars and eighty-seven cents ($1,779.87), for the payment of fees and claim of Ralph M. Comfort, architect, of No. 160 Fifth ave., in preparing plans and specifications for certain items enumerated in an issue of special revenue bonds authorized by the Board of Estimate and Apportionment on July 15th, 1912.

A true copy. EUGENE W. SCHEFFER, Secretary.

City of New York, Department of Health, Office of the Secretary, September 12, 1912.

Hon. P. J. SCULLY, City Clerk, City of New York:

Sir—I am forwarding herewith copy of resolution adopted by the Board of Health, September 10, 1912, petitioning the Board of Aldermen to request the Board of Estimate and Apportionment, pursuant to the provisions of subdivision eight of section one hundred and eighty-eight of the Greater New York Charter, to authorize the Comptroller to issue special revenue bonds in the sum of one thousand, seven hundred and seventy-nine dollars and eighty-seven cents ($1,779.87) for the purposes indicated therein, and which you are requested to submit to the Board of Aldermen at its next meeting for consideration.

Under date of July 15th, 1912, the Board of Estimate and Apportionment issued an issue of special revenue bonds in the sum of thirty-seven thousand, four hundred and fifteen dollars ($37,415) for certain alterations and improvements in the new headquarters building of the Department of Health, situated at the southwest corner of Centre and Walker sts., in the Borough of Manhattan. Among the items which go to make up this amount are several for work which requires the services of an architect. In the first request of the Board of Health the sum of three thousand ($3,000) dollars was provided for to cover architect's fees; only two hundred and fifty ($250) dollars, however, was allowed. The items enumerated in the bond issue of July 15th, for which an architect's services must be employed, follow:

Constructing fireproof vaults	$4,315 00
Electric book lifts	2,250 00
Constructing partitions	3,000 00
Installing chemical and diagnosis laboratories	7,500 00
Alterations to plumbing	1,000 00
Time clock, watchman's clock and call bells	1,000 00
	$19,065 00

All of this work is in the nature of alterations for which seven and one-half per cent. is allowed by the Department of Finance for architects' services. In addition to this percentage, the Department is obligated to Mr. Ralph M. Comfort for the sum of six-hundred ($600) dollars, for preparing and obtaining preliminary estimates of cost of the several items in the original request, which I submitted to the Finance Committee of the Board of Aldermen, to assist them in determining the needs of the Department. In addition to the two hundred and fifty ($250) dollars allowed in the bond issue it will require one thousand, seven hundred and seventy-nine dollars and eighty-seven cents, ($1,779.87) on the above basis to complete the alterations proposed, and make necessary improvements to render the building suitable for the conduct of the business of the Department. Very truly yours, EUGENE W. SCHEFFER, Secretary.

Which was referred to the Committee on Finance.

The President laid before the Board the following communications from the State Comptroller:

No. 1874.

State of New York, Comptroller's Office, Albany, September 27, 1912.

Hon. JOHN PURROY MITCHEL, President Board of Aldermen, New York City:

Dear Sir—In addition to the State tax of one mill directed to be levied as per circular from this office, dated September 27th, amounting to $5,736,005.10, the County of New York (First Judicial District), is hereby directed to raise the sum of $2,520.00 for the following purpose:

For expenses of Supreme Court Justices assigned to hold a trial or special term in a judicial district other than that in which he is elected, pursuant to Article 6, Section 12, of the Constitution	$2,520 00

Respectfully yours. WM. SOHMER, Comptroller.

State of New York, Comptroller's Office, Albany, September 27, 1912.

Hon. JOHN PURROY MITCHEL, President Board of Aldermen, New York City:

Dear Sir—In addition to the State tax of one mill directed to be levied as per circular from this office, dated September 27, amounting to $80,818.17, the Board of Aldermen of the City of New York, acting for and in lieu of the Board of Supervisors of the County of Richmond, as provided by chapter 466, Laws of 1901, is hereby required to raise the sum of $10,819.80 for the fiscal year ending September 30, 1913, as follows:

For additional compensation of the Justices of the Supreme Court in the Second Judicial District, in pursuance of sections 144 and 145 of chapter 30 of the Consolidated Laws of 1909, and for the Stenographers pursuant to subdivision 3, section 161, subdivision 2, section 316, of said chapter, as amended by chapter 180, Laws of 1910	$6,694 76
For compensation of the Deputy Clerk and Attendants of the Appellate Division of the Supreme Court in the Second Judicial Department, and for a Case and Consultation Clerk and two Confidential Clerks, in pursuance of sections 101, 102, 105, 110, subdivisions 2 and 3, section 111, subdivisions 5 and 8, section 271 and sections 345 and 346 of chapter 30 of the Consolidated Laws of 1909, as amended by chapter 325, Laws of 1910, and chapter 828 Laws of 1911	1,190 84
For compensation of Confidential Clerks to Justices of the Supreme Court in the Second Judicial District, pursuant to subdivision 2, section 160, and subdivision 2, section 279 of chapter 30 of the Consolidated Laws of 1909, as amended by chapter 365, Laws of 1911	1,821 26
For compensation of the Justices of the Supreme Court, designated to the Appellate Division of the Second Judicial Department from any district other than the Second Judicial District, pursuant to section 76 of chapter 30 of the Consolidated Laws of 1909	626 03
For compensation of Confidential Clerks to Justices of the Supreme Court, designated to the Appellate Division of the Second Department, pursuant to sections 103 and 274 of chapter 30 of the Consolidated Laws of 1909, as amended by chapter 365, Laws of 1911	486 91
	$10,819 80

Respectfully yours. WM. SOHMER, Comptroller.

Richmnd County.

State of New York, Comptroller's Office, Albany, September 27, 1912.

Hon. JOHN PURROY MITCHEL, President Board of Aldermen, New York City:

Dear Sir—The State Board of Equalization in pursuance to section 174, chapter 62, of the Consolidated Laws of 1909, have fixed the aggregate valuation of property in your County at the sum of $80,818,174.00, upon which amount a State Tax of $80,818.17 must be levied for the fiscal year commencing October 1, 1912, as provided by chapter 209, Laws of 1912, being one mill on the dollar, for the following purposes, viz.:

	Mills.
For the General Fund	.396
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903	.024
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903; chapter 302, Laws of 1906; chapter 241, Laws of 1909	.084
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903; chapter 302, Laws of 1906; chapter 241, Laws of 1909; chapter 66, Laws of 1910	.25
For the Canal Debt Sinking Fund, per chapter 391, Laws of 1909; chapter 139, Laws of 1910	.015
For the Barge Canal Terminals Sinking Fund, per chapter 746, Laws of 1911	.030
For the Highway Improvement Sinking Fund, per chapter 469, Laws of 1906	.0055
For the Highway Improvement Sinking Fund, per chapter 469, Laws of 1906; chapter 718, Laws of 1907	.183
For the Palisades Interstate Park Debt Sinking Fund, per chapter 363, Laws of 1910	.0125
Total	1.000

Respectfully yours. WM. SOHMER, Comptroller.

State of New York, Comptroller's Office, Albany, September 27, 1912.

Hon. JOHN PURROY MITCHEL, President Board of Aldermen, New York City:

Dear Sir—In addition to the State Tax of one mill directed to be levied as per circular from this office, dated September 27, amounting to $445,609.98, the Board of Aldermen of the City of New York acting for and in lieu of the Board of Supervisors of the County of Queens, as provided by chapter 466, Laws of 1901, is hereby required to raise the sum of $59,667.60 for the fiscal year ending September 30, 1913, as follows:

For additional compensation of the Justices of the Supreme Court in the Second Judicial District, in pursuance of sections 144 and 145 of chapter 30 of the Consolidated Laws of 1909, and for the Stenographers pursuant to subdivision 3, section 161, subdivision 2, section 316 of said chapter, as amended by chapter 180, laws of 1910	36,919 37
For compensation of the Deputy Clerk and Attendants of the Appellate Division of the Supreme Court in the Second Judicial Department, and for a Case and Consultation Clerk and two Confidential Clerks, in pursuance of sections 101, 102, 105, 110, subdivisions 2 and 3, section 111, subdivisions 5 and 8, section 271 and sections 345 and 346 of chapter 30 of the Consolidated Laws of 1909, as amended by chapter 325, Laws of 1910 and chapter 828, Laws of 1911	6,567 12
For compensation of Confidential Clerks to Justices of the Supreme Court in the Second Judicial District, pursuant to subdivision 2, section 160, and subdivision 2, section 279 of chapter 30 of the Consolidated Laws of 1909, as amended by chapter 365, Laws of 1911	10,043 62
For compensation of the Justices of the Supreme Court, designated to the Appellate Division of the Second Judicial Department from any district other than the Second Judicial District, pursuant to Section 76 of chapter 30 of the Consolidated Laws of 1909	3,452 34
For compensation of Confidential Clerks to Justices of the Supreme Court, designated to the Appellate Division of the Second Department, pursuant to Sections 103 and 274 of chapter 30 of the Consolidated Laws of 1909, as amended by chapter 365, Laws of 1911	2,685 15
	$59,667 60

Respectfully yours. WM. SOHMER, Comptroller.

Queens County.

State of New York, Comptroller's Office, Albany, September 27, 1912.

Hon. JOHN PURROY MITCHEL, President Board of Aldermen, New York City:

Dear Sir—The State Board of Equalization in pursuance to section 174, chapter 62, of the Consolidated Laws of 1909, have fixed the aggregate valuation of property in your County at the sum of $445,609,982.00, upon which amount a State Tax of $445,609.98, must be levied for the fiscal year commencing October 1, 1912, as provided by chapter 209, Laws of 1912, being one mill on the dollar, for the following purposes, viz.:

	Mills.
For the General Fund	.396
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903	.024
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903; chapter 302, Laws of 1906; chapter 241, Laws of 1909	.084
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903; chapter 302, Laws of 1906; chapter 241, Laws of 1909; chapter 66, Laws of 1910	.25
For the Canal Debt Sinking Fund, per chapter 391, Laws of 1909; chapter 139, Laws of 1910	.015
For the Barge Canal Terminals Sinking Fund, per chapter 746, Laws of 1911	.030
For the Highway Improvement Sinking Fund, per chapter 469, Laws of 1906	.0055
For the Highway Improvement Sinking Fund, per chapter 469, Laws of 1906; chapter 718, Laws of 1907	.183
For the Palisades Interstate Park Debt Sinking Fund, per chapter 363, Laws of 1910	.0125
Total	1.000

Respectfully yours. WM. SOHMER, Comptroller.

State of New York, Comptroller's Office, Albany, September 27, 1912.

Hon. JOHN PURROY MITCHEL, President Board of Aldermen, New York City:

Dear Sir—In addition to the State Tax of one mill directed to be levied as per circular from this office, dated September 27, amounting to $1,684,598.71, the Board of Aldermen of the City of York acting for and in lieu of the Board of Supervisors of the County of Kings, as provided by chapter 466, Laws of 1901, is hereby required to raise the sum of $49,058.29 for the fiscal year ending September 30, 1913, as follows:

For compensation of the Deputy Clerk and Attendants of the Appellate Division of the Supreme Court in the Second Judicial Department, and for a Case and Consultation Clerk and two Confidential Clerks, in pursuance of sections 101, 102, 105, 110, subdivisions 2 and 3, section 111, subdivisions 5 and 8, section 271 and sections 345 and 346 of chapter 30 of the Consolidated Laws of 1909, as amended by chapter 325, Laws of 1910 and chapter 828, Laws of 1911	$25,358 63
For compensation of the Justices of the Supreme Court, designated to the Appellate Division of the Second Judicial Department from any district other than the Second Judicial District, pursuant to section 76 of chapter 30 of the Consolidated Laws of 1909	13,331 06
For compensation of Confidential Clerks to Justices of the Supreme Court, designated to the Appellate Division of the Second Department, pursuant to sections 103 and 274 of chapter 30 of the Consolidated Laws of 1909, as amended by chapter 365, Laws of 1911	10,368 60
	$49,058.29

Respectfully yours. WM. SOHMER, Comptroller.

Kings County.

State of New York, Comptroller's Office, Albany, September 27, 1912.

Hon. JOHN PURROY MITCHEL, President Board of Aldermen, New York City:

Dear Sir—The State Board of Equalization in pursuance to section 174, chapter 62, of the Consolidated Laws of 1909, have fixed the aggregate valuation of property in your County at the sum of $1,684,598,708.00, upon which amount a State Tax of $1,684,598.71, must be levied for the fiscal year commencing October 1, 1912, as provided by chapter 209, Laws of 1912, being one mill on the dollar, for the following purposes, viz.:

	Mills.
For the General Fund	.396
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903	.024
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903; chapter 302, Laws of 1906; chapter 241, Laws of 1909	.084
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903; chapter 302, Laws of 1906; chapter 241, Laws of 1909; chapter 66, Laws of 1910	.25
For the Canal Debt Sinking Fund, per chapter 391, Laws of 1909; chapter 139, Laws of 1910	.015
For the Barge Canal Terminals Sinking Fund, per chapter 746, Laws of 1911	.030
For the Highway Improvement Sinking Fund, per chapter 469, Laws of 1906	.0055
For the Highway Improvement Sinking Fund, per chapter 469, Laws of 1906; chapter 718, Laws of 1907	.183
For the Palisades Interstate Park Debt Sinking Fund, per chapter 363, Laws of 1910	.0125
Total	1.000

Respectfully yours. WM. SOHMER, Comptroller.

No. 1875.

State of New York, Comptroller's Office, Albany, September 27, 1912.

Hon. P. J. SCULLY, City Clerk and Clerk of the Board of Aldermen, New York City:

Dear Sir—In addition to the State tax of one mill directed to be levied as per circular from this office dated September 27, amounting to $5,736,005.10, the County of New York (First Judicial District) is hereby directed to raise the sum of $2,520 for the following purposes:

For expenses of Supreme Court Justices assigned to hold a trial or special term in a judicial district other than that in which he is elected, pursuant to article 6, section 12 of the Constitution	$2,520 00

Very truly yours, WM. SOHMER, Comptroller.

State of New York, Comptroller's Office, Albany, September 27, 1912.

Hon. P. J. SCULLY, City Clerk and Clerk of the Board of Aldermen, New York City:

Dear Sir—In addition to the State tax of one mill directed to be levied as per circular from this office, dated September 27, amounting to $1,684,598.71, the Board of Aldermen of the City of New York acting for and in lieu of the Board of Supervisors of the County of Kings, as provided by chapter 466, Laws of 1901, is hereby required to raise the sum of $49,058.29 for the fiscal year ending September 30, 1913, as follows:

For compensation of the Deputy Clerk and Attendants of the Appellate Division of the Supreme Court in the Second Judicial Department, and for a Case and Consultation Clerk and two Confidential Clerks, in pursuance of sections 101, 102, 105, 110, subdivisions 2 and 3, section 111, subdivisions 5 and 8, section 271, and sections 345 and 346 of chapter 30 of the Consolidated Laws of 1909, as amended by chapter 325, Laws of 1910, and chapter 828, Laws of 1911	$25,358 63
For compensation of the Justices of the Supreme Court, designated to the Appellate Division of the Second Judicial Department from any district other than the Second Judicial District, pursuant to section 76 of chapter 30 of the Consolidated Laws of 1909	13,331 06
For compensation of Confidential Clerks to Justices of the Supreme Court, designated to the Appellate Division of the Second Department, pursuant to sections 103 and 274 of chapter 30 of the Consolidated Laws of 1909, as amended by chapter 365, Laws of 1911	10,368 60
	$49,058 29

Respectfully yours, WM. SOHMER, Comptroller.

State of New York, Comptroller's Office, Albany, September 27, 1912.

Kings County.

Hon. P. J. SCULLY, City Clerk and Clerk of the Board of Aldermen, New York City, N. Y.:

Dear Sir—The State Board of Equalization in pursuance to section 174, chapter 62, of the Consolidated Laws of 1909, have fixed the aggregate valuation of property in your county at the sum of $1,684,598,708, upon which amount a State tax of $1,684,598.71 must be levied for the fiscal year commencing October 1, 1912, as provided by chapter 209, Laws of 1912, being one mill on the dollar, for the following purposes, viz.:

	Mills.
For the General Fund	.396
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903	.024
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903; chapter 302, Laws of 1906; chapter 241, Laws of 1909	.084
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903; chapter 302, Laws of 1906; chapter 241, Laws of 1909; chapter 66, Laws of 1910	.25
For the Canal Debt Sinking Fund, per chapter 391, Laws of 1909; chapter 139, Laws of 1910	.015
For the Barge Canal Terminals Sinking Fund, per chapter 746, Laws of 1911	.030
For the Highway Improvement Sinking Fund, per chapter 469, Laws of 1906	.0055
For the Highway Improvement Sinking Fund, per chapter 469, Laws of 1906; chapter 718, Laws of 1907	.183
For the Palisades Interstate Park Debt Sinking Fund, per chapter 363, Laws of 1910	.0125
Total	1.000

Respectfully yours, WM. SOHMER, Comptroller.

State of New York, Comptroller's Office, Albany, September 27, 1912.

Hon. P. J. SCULLY, City Clerk and Clerk of the Board of Aldermen, New York City.

Dear Sir—In addition to the State tax of one mill directed to be levied as per circular from this office dated September 27, amounting to $445,609.98, the Board of Aldermen of the City of New York, acting for and in lieu of the Board of Supervisors of the County of Queens, as provided by chapter 466, Laws of 1901, is hereby required to raise the sum of $59,667.60 for the fiscal year ending September 30, 1913, as follows:

For additional compensation of the Justices of the Supreme Court in the Second Judicial District, in pursuance of sections 144 and 145 of chapter 30 of the Consolidated Laws of 1909, and for the Stenographers, pursuant to subdivision 3, section 161, subdivision 2, section 316 of said chapter, as amended by chapter 180, Laws of 1910	$36,919 37
For compensation of the Deputy Clerk and Attendants of the Appellate Division of the Supreme Court in the Second Judicial Department, and for a Case and Consultation Clerk and two Confidential Clerks, in pursuance of sections 101, 102, 105, 110, subdivisions 2 and 3, section 111, subdivisions 5 and 8, section 271 and sections 345 and 346 of chapter 30 of the Consolidated Laws of 1909, as amended by chapter 325, Laws of 1910, and chapter 828, Laws of 1911	6,567 12
For compensation of Confidential Clerks to Justices of the Supreme Court in the Second Judicial District, pursuant to subdivision 2, section 160, and subdivision 2, section 279 of chapter 30 of the Consolidated Laws of 1909, as amended by chapter 365, Laws of 1911	10,043 62
For compensation of the Justices of the Supreme Court, designated to the Appellate Division of the Second Judicial Department from any district other than the Second Judicial District, pursuant to section 76 of chapter 30 of the Consolidated Laws of 1909	3,452 34
For compensation of Confidential Clerks to Justices of the Supreme Court, designated to the Appellate Division of the Second Department, pursuant to sections 103 and 274 of chapter 30 of the Consolidated Laws of 1909, as amended by chapter 365, Laws of 1911	2,685 15
	$59,667 60

Respectfully yours, WM. SOHMER, Comptroller.

State of New York, Comptroller's Office, Albany, September 27, 1912.

Queens County.

Hon. P. J. SCULLY, City Clerk and Clerk of the Board of Aldermen, New York City, N. Y.:

Dear Sir—The State Board of Equalization in pursuance to section 174, chapter 62, of the Consolidated Laws of 1909, have fixed the aggregate valuation of property in your county at the sum of $445,609,982, upon which amount a State tax of $445,609.98 must be levied for the fiscal year commencing October 1, 1912, as provided by chapter 209, Laws of 1912, being one mill on the dollar, for the following purposes, viz.:

	Mills.
For the General Fund	.396
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903	.024
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903; chapter 302, Laws of 1906; chapter 241, Laws of 1909	.084
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903; chapter 302, Laws of 1906; chapter 241, Laws of 1909; chapter 66, Laws of 1910	.25
For the Canal Debt Sinking Fund, per chapter 391, Laws of 1909; chapter 139, Laws of 1910	.015
For the Barge Canal Terminals Sinking Fund, per chapter 746, Laws of 1911	.030
For the Highway Improvement Sinking Fund, per chapter 469, Laws of 1906	.0055
For the Highway Improvement Sinking Fund, per chapter 469, Laws of 1906; chapter 718, Laws of 1907	.183
For the Palisades Interstate Park Debt Sinking Fund, per chapter 363, Laws of 1910	.0125
Total	1.000

Respectfully yours, WM. SOHMER, Comptroller.

State of New York, Comptroller's Office, Albany, September 27, 1912.

Hon. P. J. SCULLY, City Clerk and Clerk of the Board of Aldermen, New York City:

Dear Sir—In addition to the State tax of one mill directed to be levied as per circular from this office, dated September 27, amounting to $80,818.17, the Board of Aldermen of The City of New York, acting for and in lieu of the Board of Supervisors of the County of Richmond, as provided by chapter 466, Laws of 1901, is hereby required to raise the sum of $10,819.80 for the fiscal year ending September 30, 1913, as follows:

For additional compensation of the Justices of the Supreme Court in the Second Judicial District, in pursuance of sections 144 and 145 of chapter 30 of the Consolidated Laws of 1909, and for the Stenographers pursuant to subdivision 3, section 161, subdivision 2, section 316 of said chapter, as amended by chapter 180, Laws of 1910	$6,694 76

For compensation of the Deputy Clerk and Attendants of the Appellate Division of the Supreme Court in the Second Judicial Department, and for a Case and Consultation Clerk and two Confidential Clerks, in pursuance of sections 101, 102, 105, 110, subdivisions 2 and 3, section 111, subdivisions 5 and 8, section 271, and sections 345 and 346 of chapter 30 of the Consolidated Laws of 1909, as amended by chapter 325, Laws of 1910, and chapter 828, Laws of 1911	1,190 84
For compensation of Confidential Clerks to Justices of the Supreme Court in the Second Judicial District, pursuant to subdivision 2, section 160, and subdivision 2, section 279 of chapter 30 of the Consolidated Laws of 1909, as amended by chapter 365, Laws of 1911	1,821 26
For compensation of the Justices of the Supreme Court, designated to the Appellate Division of the Second Judicial Department from any district other than the Second Judicial District, pursuant to section 76 of chapter 30 of the Consolidated Laws of 1909	626 03
For compensation of Confidential Clerks to Justices of the Supreme Court, designated to the Appellate Division of the Second Department, pursuant to sections 103 and 274 of chapter 30 of the Consolidated Laws of 1909, as amended by chapter 365, Laws of 1911	486 91
	$10,819 80

Respectfully yours, WM. SOHMER, Comptroller.

State of New York, Comptroller's Office, Albany, September 27, 1912.
Richmond County.

Hon. P. J. SCULLY, City Clerk and Clerk of the Board of Aldermen, New York City, N. Y.:

Dear Sir—The State Board of Equalization in pursuance to section 174, chapter 62, of the Consolidated Laws of 1909, have fixed the aggregate valuation of property in your county at the sum of $80,818,174, upon which amount a State tax of $80,818.17 must be levied for the fiscal year commencing October 1, 1912, as provided by chapter 209, Laws of 1912, being one mill on the dollar, for the following purposes, viz.:

	Mills.
For the General Fund	.396
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903	.024
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903; chapter 302, Laws of 1906; chapter 241, Laws of 1909	.084
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903; chapter 302, Laws of 1906; chapter 241, Laws of 1909; chapter 66, Laws of 1910	.25
For the Canal Debt Sinking Fund, per chapter 391, Laws of 1909; chapter 139, Laws of 1910	.015
For the Barge Canal Terminals Sinking Fund, per chapter 746, Laws of 1911	.030
For the Highway Improvement Sinking Fund, per chapter 469, Laws of 1906	.0055
For the Highway Improvement Sinking Fund, per chapter 469, Laws of 1906; chapter 718, Laws of 1907	.183
For the Palisades Interstate Park Debt Sinking Fund, per chapter 363, Laws of 1910	.0125
Total	1.000

Respectfully yours, WM. SOHMER, Comptroller.

State of New York, Comptroller's Office, Albany, September 27, 1912.
New York County.

Hon. P. J. SCULLY, City Clerk and Clerk of the Board of Aldermen, New York City, N. Y.:

Dear Sir—The State Board of Equalization in pursuance to section 174, chapter 62, of the Consolidated Laws of 1909, have fixed the aggregate valuation of property in your county at the sum of $5,736,005,097, upon which amount a State tax of $5,736,005.10 must be levied for the fiscal year commencing October 1, 1912, as provided by chapter 209, Laws of 1912, being one mill on the dollar, for the following purposes, viz.:

	Mills.
For the General Fund	.396
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903	.024
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903; chapter 302, Laws of 1906; chapter 241, Laws of 1909	.084
For the Canal Debt Sinking Fund, per chapter 147, Laws of 1903; chapter 302, Laws of 1906; chapter 241, Laws of 1909; chapter 66, Laws of 1910	.25
For the Canal Debt Sinking Fund, per chapter 391, Laws of 1909; chapter 139, Laws of 1910	.015
For the Barge Canal Terminals Sinking Fund, per chapter 746, Laws of 1911	.030
For the Highway Improvement Sinking Fund, per chapter 469, Laws of 1906	.0055
For the Highway Improvement Sinking Fund, per chapter 469, Laws of 1906; chapter 718, Laws of 1907	.183
For the Palisades Interstate Park Debt Sinking Fund, per chapter 363, Laws of 1910	.0125
Total	1.000

Respectfully yours, WM. SOHMER, Comptroller.

Which were severally referred to the Committee on Finance.

The President laid before the Board the following communication from the Commissioner of Parks, Manhattan and Richmond:

No. 1876.

The City of New York, Department of Parks, Boroughs of Manhattan and Richmond, Arsenal, Central Park, October 1, 1912.

To the Board of Aldermen, The City of New York:

Gentlemen—I respectfully request that you recommend to the Board of Estimate and Apportionment an issue of special revenue bonds to an amount of $46.60, the proceeds whereof to be used for the payment of the wages of veterans for whom no provision was made in the Budget for the year 1912, for Decoration Day.

This request is made pursuant to chapter 51 of the Laws of 1909, which provides that all veterans of the Civil and Spanish-American wars shall be given leave of absence with pay Decoration Day.

The following is a list showing names and rates paid:

Veterans of Civil War.	Per Day.
Mathew Hagan, Tinsmith	$4 75
James McDermott, Plumber's Helper	3 25
Chas. F. O'Neill, Painter	4 00
Noah E. Grant, Painter	5 00
Edward Long, Machinist's Helper	2 50
M. F. Powers, Painter	4.00
Charles Litterer, Housesmith	4 50
John McGann, Stonecutter	4 80
Spanish-American War.	
Louis Jacoby, Carpenter	5 00
Wm. Hartford, Painter	4 00
Gustav Schwartz, Painter	4 50

There is at present no unexpended balance in any of the line items provided in the Budget for the mechanical force, and it is therefore necessary to make this application for special revenue bonds, to comply with the law. Respectfully,

CHAS. B. STOVER, Commissioner of Parks, Boroughs of Manhattan and Richmond.

Which was referred to the Committee on Finance.

The President laid before the Board the following communication from the Board of Coroners, Borough of Manhattan:

No. 1877.

Board of Coroners, Borough of Manhattan, New York, 70-74 Lafayette St., October 1, 1912.

To the Honorable the Board of Aldermen, New York City:

Gentlemen—We respectfully request your Honorable Board to authorize the issue of special revenue bonds in the sum of $240, for the purpose of paying the salaries of emergency clerks employed during the summer vacation period.

Last year these clerks were paid from the contingent fund allowed this office. This year no appropriation for temporary clerks was made by the Honorable Board of Estimate and Apportionment, and as the Department of Finance will not allow these emergency clerks to be paid from our contingent fund we are compelled to appeal to your Honorable Board in this matter. As the employment of these clerks was a necessity for the proper conduct of the work of this office, and they performed their dutie sfaithfully and efficiently, they should be paid for their services.

Trusting your Honorable Board will grant this request, I am,

Yours respectfully, ANTONIO DALESSANDRO, Chief Clerk.

Which was referred to the Committee on Finance.

The President laid before the Board the following communication from the President, Borough of The Bronx:

No. 1878.

City of New York, President of the Borough of The Bronx, 3d Ave. and 177th St., Office of the President, October 2, 1912.

Hon. JOHN PURROY MITCHEL, President, Board of Aldermen, City of New York:

Dear Sir—I have to respectfully request that your Honorable Board adopt a resolution authorizing the Comptroller of the City of New York to issue special revenue bonds to the amount of seven thousand ($7,000) dollars, the proceeds whereof to be used by me for the purpose of cleaning and painting all the steel and iron work of the Melrose Ave. Viaduct.

This viaduct extends over the tracks of the New York and Harlem Railroad, connecting Melrose ave. from E. 163d st. to the junction of Webster ave. and Brook ave., at E. 165th st., in this Borough, a distance of 550 feet, and was completed August 13, 1901. It has not been repainted since that time.

It is bally in need of painting at the present time and I urge the Board to grant authority for this issue of bonds without delay so that the work can be completed before the winter sets in. Respectfully,

CYRUS C. MILLER, President of the Borough of The Bronx.

Which was referred to the Committee on Finance.

The President laid before the Board the following communication from the Department of Water Supply, Gas and Electricity:

No. 1879.

The City of New York, Department of Water Supply, Gas and Electricity, Commissioner's Office, 13-21 Park Row, New York, September 30, 1912.

Hon. JOHN P. MITCHEL, President, Board of Aldermen, City Hall, New York:

Dear Sir—This Department has provision for the purchase of an automobile truck, to be used on maintenance and repairs to the Brooklyn distribution system, an allowance of $2,000 having been made for this purpose.

Difficulty has been experienced in the past in promptly shutting off water in case of breaks in mains, and where such breaks have been on large pipes, damage to property and danger to life have resulted. The necessity for prompt action in connection with any accident affecting the distribution system, which furnishes the water supply for fire protection as well as domestic use, is so evident that no extended argument need be given.

Heretofore, when the purchase of an automobile was necessary, the reasons which made it impracticable to carry out such purchase by contract, after competitive bidding, have been submitted to the Board of Aldermen, and it is, I believe, a recognized fact that specifications cannot be prepared for this class of supplies without the Department definitely specifying some particular style or make of machine, or perhaps infringing upon some patent rights. In the first instance competitive bidding could be secured, and the second would be illegal procedure.

Request is therefore made to the Honorable Board of Aldermen for the necessary authority for this Department to purchase without public letting, one (1) automobile truck, in an amount not to exceed two thousand dollars ($2,000),

Yours truly, HENRY S. THOMPSON, Commissioner.

Which was referred to the Committee on Public Letting.

The President laid before the Board the following communication from the Public Administrator:

No. 1880.

Bureau of the Public Administrator, New York, September 30, 1912.

To the Honorable the Board of Aldermen:

Pursuant to chapter 230, section 30, of the Laws of 1898, the undersigned hereby reports a transcript of such of his accounts as have been closed or finally settled, and of those on which any money has been received by him as part of the proceeds of any estate on which he has administered since the date of his last report.

Respectfully,

WILLIAM M. HOES, Public Administrator of the County of New York.

A Transcript of Such of His Accounts as Have Been Closed or Finally Settled Since the Date of His Last Report.

Name of Deceased and Date of Final Decree.		Total Amount Received.	Total Amount Paid for Funeral Expenses, Administration and Claims of Creditors.	Commissions Paid Into the City Treasury.	Amount Paid to Legatees or Next of Kin.	Amount Paid Into City Treasury for Unknown Next of Kin.
Anna M. Borners		$8 53	$7 00	......	$1 53	......
Joseph Jirout		302 75	145 90	$15 14	......	$141 71
Max Schlessinger	Sept. 1, 1912	756 51	483 61	37 83	235 07	......
John Meyer		150 00	2 10	......	147 90	......
Stephen Baronosky		140 00	8 26	7 00	124 74	......
Peter Schneider		100 00	95 00	5 00	......	......
Robt. B. Macknight		168 96	160 51	8 45	......	......
Kosta Medurich		29 35	50	......	28 85	......
Delia or Bridget Gaffney		470 48	303 31	23 52	......	143 65
John Wiechal		29 09	29 09	......	......	......
Annie M. Arnold		271 13	257 57	13 56	......	......
William and Anna Bunting		75 02	75 02	......	......	......
Chas. W. Vogel		109 48	109 48	......	......	......
Michael Henery		398 94	153 50	19 95	......	225 49
William Graham		60 00	60 00	......	......	......
Emma McMinoney		2 75	2 75	......	......	......
Sadie Lockett		333 78	317 09	16 69	......	......
Wm. E. Alexander		317 07	126 26	15 85	175 02	......
Ezekiel A. Hepbauer		54 00	54 00	......	......	......
Elizabeth Kamenz		71 32	71 32	......	......	......
Low Jung		328 83	129 72	16 44	......	182 67
Johannes E. Pagnon		382 75	89 17	19 14	......	274 44
Yetta Flasher		33 07	33 07	......	......	......
Clarence Gilbert	Sept. 13, 1912	475 82	140 76	23 84	311 22	......
Charles Brendel		8 37	50	42	7 45	......
Mary B. Lorraine		297 77	174 90	16 33	53 27	53 27
John J. McKay		125 53	119 25	6 28	......	......
Sarah Smith		631 27	599 71	31 56	......	......
Francis P. Turner & Co.		1,052 66	......	......	......	1,052 66
Cornelius J. Walsh		419 00	200 01	20 95	198 04	......
Horst Von Kallinboon		975 08	27 39	48 75	898 94	......
Estates received from House of Relief, as per list attached	June 18, 1912	6 61	......	33	......	6 28
Estates received from Commissioner of Charities, as per list attached.	June 11, 1912	122 69	......	6 13	......	116 56
Estates received from Coroners, as per list attached.	June 19, 1912	189 94	......	9 50	......	180 44
Totals		$8,898 55	$3,976 69	$362 66	$2,182 03	$2,377 17

A Statement of the Title of Any Estate on Which Any Money Has Been Received Since the Date of the Last Report.

F. F. Tong, $6.12; Francis J. O'Neill, $15; John Kelly, $1,615.59; Alfred E. Alexander, $317.07; Gethard Miland, $38.50; Horst Von Kallenborn, $975.08; Gabrielle Werner, $275; Aurel Werner, $198; estates received from Commissioner of Correction September 9, 1912, as per list attached, $63.45; Charles Harens, $42.88; Margaret Smith, $56.20; John Sing, $49.18; Charles Linn, 88 cents; Nils E. Landin, $219.10; Minnie Levy, $384.15; G. Korella, $382.80; estates received from Commissioner of Charities, September 10, 1912, as per list attached, $86.22; William Graham, $60; Charles Burnett, $34; William H. Leviness, $156; Bernard F. Bohn, 36 cents; V. M. Parera, $84.50; G. Karrella, $19.20; John Brucklman, $213.41; Patrick Mahon, $268.83; Victoria Michad, $72.10; John McKlymont, $4.84; David McKullough, $162.40; Yvonne, Werner, $20; Maria M. Olivia, $700.54; Edward Foster, $385.76; Alfred Gould, $1,000.49; Anton Finger, $492.25; John Kampion, $5; Henry J. Geary, $2,394.34; Mary A. Williams, $706.82; Anton Houser, 30 cents; K. Johannes Tahleinroa, $11.60; George Mirsmer, $290.50; Christian Otto, $190.08; interest received from banks on average amount of deposits, $149.30—total, $12,148.64.

Cash received from Commissioner of Charities September 10, 1912—Mary Fitzgerald, 75 cents; Annie Klippall, 7 cents; Margaret Hughes, 6 cents; Alfred Gorlet, 5 cents; Thomas Doris, $8.15; John Wlahs, $3.50; Milton Tynan, 83 cents; Henry Campbell, 13 cents; Daisey Williams, 25 cents; Richard Griffin, 85 cents; Michael Moran, $1; Michael King, $1.80; Fred D. Croon, $18; William Dunn, $2; John Cloman, 27 cents; Dora Watson, 25 cents; Roger Campbell, $1; John Smith, 4 cents; Paul Rasmussin, $1; Frank Dusek, 55 cents; Ellis Hansen, $1; Thomas Maloney, $5; Annie Downs, $4.39; Christopher Fuller, $2; John Sudhop, $2.31; Charles Lenton, $4; Peter Caffrey, 28 cents; Marion Kasslen, $5; Thomas Roche, $3.06; Patrick Dougherty, $2; Donata Balista, $16.63. Total $86.22.

Money received from Department of Correction September 9, 1912—Estate of Charles Parker, 75 cents; Mary Sweeney, 53 cents; Susan Chapman, 25 cents; Mary Nolan, $1; Elizabeth Nelson, 10 cents; Mary McDonough, 46 cents; Lemuil Graham, $2.62; John McCarthy, 31 cents; Stephen Moran, 74 cents; Abdel Hanil, 95 cents; Patrick Dempsey, 15 cents; Patrick Sweeney, 20 cents; William Lynch, $1.45; William Wallas, 75 cents; Frank Wonklanger, $17.67; George Colan, 13 cents; Charles H. Miller, $2.76; John Peller, 60 cents; Maria Charles, $1.20; Anne McKenzie, 70 cents; Margaret Mahoney, $1.11; Mary Malony, 20 cents; Annie Brown, 42 cents; Annie Murphy, $2; Margaret Allen, 43 cents; Nellie Wood, $1.80; Margaret Hunter, $1.66; Anne Heim, $1.76; Paul Hoffman, 7 cents; John Rielly, 20 cents; Ben Conlon, 70 cents; James Meagher, 5 cents; James Ferguson, 20 cents; Robert Willis, 26 cents; Frederick Hawley, 25 cents; Frederick Fisher, 5 cents; Frank Shaughnessy, 27 cents; Patrick Barry, 25 cents; Richard Sampson, $3.60; James Courtney, 38 cents; Bernard Potthoff, 20 cents; Lawrence Wilson, $14.15; John Francis, 12 cents. Total, $63.45.

Cash from Commissioner of Charities June 11, 1912—Charles Guilleaume, $7.45; Hannah O'Brien, $1.30; Maggie Little, 35 cents; Mary Hogan, $7; Elenora O'Bierne, $7.52; Mary Rupp, $2; George Hubner, $11.60; Pauline Hoesehing, $1.40; James Kelly, 49 cents; Mary Hermann, 30 cents; William Alfke, 82 cents; William Joyce, $14.50; Albert Lydecker, 5 cents; Samuel Cooper, $17.41; William Haggerty, $4.50; Frank Grayback, $2.75; George Brown, $8; Archangela Orlando, $2; Rose Carlin or Corbell, 13 cents; Michael Bolster, 56 cents; Herman Cnurr, 39 cents; Michael McManany, $14; Thomas Quinn, 11 cents; Matthew Esenwald, $1; Leopold Brown, 1 cent; Morris Kimmel, $1.07; William Higbee, $1; Emil Jacobson, $5; Leonard Feitelberg, $1.17; James Heckman, $1; George Brown, $7.50; Andrew Taylor, 1 cent; William Powell, 30 cents. Total, $122.69.

Cash from Coroners of Manhattan June 19, 1912: Unknown man, 149 Hester st., $1; Paul Schobel, $7.74, less carfare, 10 cents, $7.64; August Schneider, $3.25, less carfare, 10 cents, $3.15; Hannah Santry, 63 cents; Lang Yon, $2.25; Walter Smith, $1.77; Mrs. Shields, 14 cents; James Riniaccio, 55 cents; Louisa Marconi, 22 cents; Morris Meisel, $1.50; Louis Korn, $1.75; John Lang, 25 cents; George Hower, 6 cents; John Hoyt, 38 cents; Peter Hermion, 76 cents; William Hoages, 15 cents; William Hill, $3.54, less carfare, 10 cents, $3.44; Edward Davis, $4.72, less carfare, 10 cents; $4.62; John F. B. Edwards, $2.16; Gitch or unknown woman, 420 W. 44th st., 57 cents; Alfred Burge, 5 cents; Philip Cooke, 30 cents; William Bohan, $2.25, less carfare, 10 cents, $2.15; Samuel Bigley, 83 cents; Maurice Burke, $3.82, less carfare, 10 cents, $3.72; George Benshoten, 2 cents; Dante Baldy, $1.53; Louis Ginsberg, 38 cents; unknown man, Pier 4, East River, $3.10, less carfare, 10 cents, $3.00; unknown man, 448 E. 104th st., 23 cents; unknown man, 23 cents; unknown man, off Barge Office, 30 cents; unknown man, 317 Bowery, $3.95, less carfare, 10 cents, $3.85; unknown man, Vanderbilt ave., 2 cents; Helen Vretrell, $11, less carfare, $10.90; Wm. F. West, 1 cent; unknown man, Central Park, 1 cent; unknown man, 56th st. and 5th ave., 40 cents; William Murphy, 15 cents; John Messeran, $8.88, less carfare, 10 cents, $8.78; Samuel Perfedt, $2.95; James Tobin, $3.90, less carfare, 10 cents, $3.80; Patrick Hogan, $4.25, less carfare, 10 cents, $4.15; John Harvey, $17.25, less carfare, 10 cents, $17.15; Mary Hewitt, $20.00, less carfare, 10 cents, $19.90; Jim Ching Hung, $5.05, less carfare, 10 cents, $4.95; Alfred Knowlton, $2.30; Julius Baehr, $1.50; Daniel Block, 5 cents; Thomas Clark, $10.61, less carfare, $10.51; Nellie Carmichael, 80 cents; Frank Fucolara, $1.03; unknown estate, 28 cents; unknown man, 477 7th ave., $21.45, less carfare, 20 cents, $21.25; Mary Roche, 27 cents; Jean Sackeline, 11 cents; John Type, 70 cents; Frederick Guest, 40 cents; Mary Hussey, 20 cents; E. Johnson, 61 cents; Michael Lacey, $1.10; James Manning, 10 cents; John May, 40 cents; Bernard Farren, 20 cents; Levi Goldstein, 5 cents; Ernest P. Dundholm, 27 cents; unknown woman, 38th st., North River, less carfare, $2.78; unknown man, Mills Hotel $3.11, less carfare, 10 cents, $3.01; unknown man, N. Y., 145th st., $2.24, less carfare, 10 cents, $2.14; Lewis Macrelio, $4.55, less carfare, 10 cents, $4.45; Henry Miller, $1; James McLaughlin, 75 cents; Max Okhorn, 78 cents; —— Gill, 24 cents; Thomas Gallo, 35 cents; Joseph Laucharter, 19 cents; N. Bowman, $6.04, less carfare, 10 cents, $5.94; Annie Cohen, $1.22; Otto Frank, 18 cents; Wm. C. Mortimer, $2.35, less carfare, 10 cents; $2.25; Chris. Larsen, 1 cent; total, $189.94.

Cash received from the House of Relief June 18, 1912: Corning Videl, 66 cents; Zanaline, 9 cents; unknown man, 22 cents; Mike Courtney, 50 cents; George Gunther. 95 cents; John Gallagher, 51 cents; unknown man, 15 cents; Harry Roch, $2.31; Angelo Owers, 21 cents; R. S. Robinson, 30 cents; Phillip Pape, 60 cents; James Wynne, 11 cents; total, $6.61.

Which was ordered on file.

The President laid before the Board the following communication from the Surrogates, New York County:

No. 1881.

Chambers of the Surrogates' Court, County of New York, New York, October 1, 1912.

To the Honorable the Board of Aldermen, New York City:

Gentlemen—We desire to call your attention to the fact that two of the appropriations made by the Board of Estimate and Apportionment for Contingencies for the use of the Surrogate's Court and Office of New York County for the year 1912 are exhausted, and that we are now in receipt of bills requiring payment for which there are no funds, as well as in need of supplies which have not yet been ordered.

Our appropriation for Supplies and Materials for 1912 (Code No. 2178) was $830. We had expended to the end of July, $647.85 from this fund. There are invoices now standing against it for law books and for towel supply, $80; besides towel supply ordered for September, $20, and indispensable books for the Law Department Library, which must be ordered at once, amounting to $104.50, as well as at least one new typewriter for the copying department, which will cost, in exchange, about $65.50. These expenses carry us only to the end of September, and make a total of $917.85 for the first nine months of the year. We have every reason to believe that we will be obliged to make expenditures at the same rate for the remainder of the year, which will add $299.46 to this amount, making $1,147.31 in all. Our original fund of $830 is therefore short in the amount of $317.31 of covering our necessary expenditures for the year, and we respectfuly ask the Board of Aldermen to request the issuance of sufficient revenue bonds by the Board of Estimate and Apportionment to cover the deficiency.

Our appropriation for Furniture and Fittings for 1912 (Code No. 2182) is also entirely inadequate to meet the necessary demands made upon it. The amount appropriated was $200, and we have been obliged to use it for making changes in office partitions, for the purchase of desks, etc., which formerly were paid for by the Department of the Superintendent of Buildings. We had expended from this fund at the end of July, $174.95. An order has since been issued for two desk pads and some letter files, amounting to $9. We owe $17.50 for putting a steel compartment in the safe of the Clerk of the Court, and $520.85 for moving and cutting down shelving cases and taking up and re-setting railings, which work was rendered necessary in making room on the fourth floor of this building for the office of the Commissioner of Records of the Surrogate's Court. This makes a total expenditure and debts owing, up to the end of September, of $722.30, with no provision made for the remaining three months of the year. We do not anticipate, however, that the rate of payment from this fund will be kept up, and estimate that $100 over and above the expenses now in sight will be sufficient. This would make our total expenses from this fund $822.30, and as we have but $200 appropriated for the purpose, we respectfully ask for the issuance of revenue bonds to the amount of $622.30.

In conclusion, the total deficiency in the two funds (Code Nos. 2178 and 2182, 1912) amounts to $939.61, which we respectfully request should be provided for at the earliest possible moment. A number of bills are now pressing for payment, and purchases not yet ordered are immediately required. The early attention of the Board to the matter will therefore be greatly appreciated. Yours respectfully,

ROBERT LUDLOW FOWLER, Surrogate.

Which was referred to the Committee on Finance.

The President laid before the Board the following communications from the Board of Estimate and Apportionment:

No. 1882.

Board of Estimate and Apportionment, City of New York, Office of the Secretary, 277 Broadway, October 7, 1912.

Hon. JOHN PURROY MITCHEL, President, Board of Aldermen:

Dear Sir—I transmit herewith certified copies of four resolutions adopted by the Board of Estimate and Apportionment October 3, 1912, as follows:

40A—Amending resolution adopted July 17, 1911, which authorized the issue of $108,370 corporate stock for the construction and equipment of an addition to Public School 45, Three Mile road, Queens, by reducing said amount to $64,920.

40B—Authorizing the issue of $20,000 corporate stock for the acquisition of a school site in the vicinity of Rockaway road and Lincoln ave., Queens, as a site for school purposes.

40C—Authorizing the issue of $148,300 corporate stock for the construction and equipment of a public school building on a site to be acquired in the vicinity of Rockaway road and Lincoln avenue, Queens.

55—Authorizing the issue of $16,050 corporate stock for the preparation of sewerage and drainage district plans, under the jurisdiction of the President, Borough of The Bronx.

I also enclose copies of reports from the Corporate Stock Budget Committee relative thereto. Yours very truly, JOSEPH HAAG, Secretary.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 16, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On June 26, 1912, the Board of Education requested the amendment of a resolution adopted in the 1911 corporate stock budget. In connection therewith we report as follows:

The request is in an authorization of $108,370 for the construction and equipment of an addition to Public School 45, Three-mile road, Jamaica South, Borough of Queens. It is proposed to decrease the amount to $64,920, and apply the balance of $43,450 to the acquisition of a site and the erection of a building at South Ozone Park, Borough of Queens.

Public School 45 is an old frame building, with 8 rooms and 355 sittings. It has approximately 500 pupils registered on part time, which method of instruction obtains through the sixth year. The 1911 appropriation was for a twelve-room addition to this structure. For the reason that the district is large and thinly populated, and its growth located principally in a new development, known as South Ozone Park, it is now proposed to reduce the size of the addition to eight rooms and apply the surplus toward the purchase of a site and the construction thereon of a small building in this village, which already has some four hundred houses. There are approximately 250 children from South Ozone who attend Public School 45, and as the school is more than a mile distant, the majority of them have to be transported thereto.

Inasmuch as the surplus available from the original appropriation would not be sufficient to provide both a site and building for South Ozone Park, the Board of Education included in its estimate of corporate stock requirements for the current year (Item 16) a request for $74,150 for the construction and equipment of an eight-room building, the plan being that the two related propositions which were submitted on the same date (June 26), would be considered together.

South Ozone Park is not only without adequate school accommodations for its present population, but it is growing so rapidly that it seems advisable to provide for a larger building than the one proposed, especially as it will require about two years to acquire a site and get a building ready for occupancy. Sixteen new houses are now under construction and there can be no reasonable doubt that the town will have children enough to fill a sixteen-room building by the time it could be completed. The Local School Board of the district (No. 43) urges immediate action on the request for a new building for South Ozone, and recommends a sixteen-room structure.

The Appraiser of Real Estate, Department of Finance, estimates that $20,000 will be required to acquire a site 200 feet by 200 feet, which area should be acquired to provide for enlarging the building as the population grows.

We recommend, therefore, the rescindment of $43,450, as requested, and approval of authorizations in the sum of $20,000 for the purchase of a site, and in the sum of $148,300 for the erection and equipment of a sixteen-room building in South Ozone Park. Resolutions to this effect are attached hereto. Respectfully,

WM. A. PRENDERGAST, Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen; GEORGE McANENY, President, Borough of Manhattan; Corporate Stock Budget Committee.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, August 5, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—In connection with the estimate of corporate stock requirements submitted by the President of the Borough of The Bronx for the year commencing July 1, 1912, we submit the following report:

One of the items included is for $16,050 for salaries and wages for the work of preparing drainage and sewerage district plans in the Borough. This work is regularly carried on, and the balance now available is $1,670.87.

We recommend the approval of the item by the adoption of the attached resolution. Respectfully,

DOUGLAS MATHEWSON, Deputy and Acting Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen; GEORGE McANENY, President, Borough of Manhattan; Corporate Stock Budget Committee.

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment July 17, 1911, and approved by the Board of Aldermen July 25, 1911:

> "Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding *one hundred and eight thousand three hundred and seventy dollars* ($108,370), to provide means for the construction and equipment of an addition to Public School 45, Three-Mile road, Jamaica South, Borough of Queens, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid,"

—be *amended* to make the amount authorized read *sixty-four thousand nine hundred and twenty dollars* ($64,920).

A true copy of resolution adopted by the Board of Estimate and Apportionment October 3, 1912. JOSEPH HAAG, Secretary.

No. 1883.

Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding twenty thousand dollars ($20,000), to provide means for the acquisition of a school site in the vicinity of Rockaway road and Lincoln avenue, South Ozone Park, Borough of Queens, under the jurisdiction of the Department of Education, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid.

A true copy of resolution adopted by the Board of Estimate and Apportionment October 3, 1912. JOSEPH HAAG, Secretary.

No. 1884.

Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding one hundred and forty-eight thousand three hundred dollars ($148,300), to provide means for the construction and equipment of a public school building on a site to be acquired in the vicinity of Rockaway road and Lincoln avenue, South Ozone Park, Borough of Queens, under the jurisdiction of the Department of Education, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid.

A true copy of resolution adopted by the Board of Estimate and Apportionment October 3, 1912. JOSEPH HAAG, Secretary.

No. 1885.

Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding sixteen thousand and fifty dollars ($16,050), in addition to amounts heretofore authorized, to provide means for the preparation of sewerage and drainage district plans, under the jurisdiction of the President of the Borough of The Bronx, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid.

A true copy of resolution adopted by the Board of Estimate and Apportionment October 3, 1912. JOSEPH HAAG, Secretary.

Which were severally referred to the Committee on Finance.

REPORTS OF STANDING COMMITTEES.

Reports of Committee on Privileges and Elections—

No. 70.

The Committee on Privileges and Elections, to which was referred on January 9, 1912 (Minutes, page 77), the annexed notice of contest for member of the Board of Aldermen for the 16th Aldermanic District, respectfully

REPORTS:

That the attorney for the contestant having notified the Chairman of this Committee of the withdrawal of the contest, it therefore recommends that the said document be placed on file.

In the matter of the contest of John P. Gallagher for the office of Member of the Board of Aldermen for the Sixteenth Aldermanic District.

I, John P, Gallagher, a candidate for member of the Board of Aldermen for the Sixteenth Aldermanic District of the City of New York at the general election held on the 7th day of November, 1911, do hereby contest the title of John T. Eagan, to whom has been issued a certificate of election to that office by the Board of Elections of The City of New York, constituting and acting as the Board of Canvassers of The City of New York, and do hereby allege and claim that I was legally elected to such office and am entitled thereto.

The ground of this contest is that the said Eagan was not legally or properly elected to the office of Member of the Board of Aldermen for the Sixteenth Aldermanic District by the greatest number of legal votes cast at the aforesaid general election.

And I, the said John P. Gallagher, hereby demand that this contest be referred to a proper committee to the end that such investigation be made as provided by the Greater New York Charter and that I be seated in the place of said John T. Eagan as such member of the Board of Aldermen for the Sixteenth Aldermanic District. JOHN P. GALLAGHER.

Dated New York, January 2, 1912.

Abraham S. Gilbert, Leonard J. Obermeier, Attorneys for Contestant.

BRYANT WILLARD, JAMES J. NUGENT, ROBERT H. BOSSE, W. H. PENDRY, JAMES L. DEVINE, WM. P. McGARRY, Committee on Privileges and Elections.

Which report was accepted.

No. 792.

The Committee on Privileges and Elections, to which was referred on April 2, 1912 (Minutes, page 90), the annexed resolution in favor of requesting certain information from the Board of Elections as to Primary Day ballots, respectfully

REPORTS:

That the information sought by this resolution has been a matter of public knowledge for some time past. It therefore recommends that the said resolution be placed on file.

Whereas, On Primary Day, Tuesday, March 26, 1912, through some accident or neglect on the part of the City authorities or others, the official primary ballots to be delivered at the polling places for the Republican Party were in many cases delayed, and in some sections in the greater City were not received at all; and

Whereas, It is proper and necessary that the public and the City authorities be informed of the reason for such delay, and of the person or persons, if any, on whom the blame should be placed, to the end that appropriate action may be taken to avoid a repetition of such an occurrence; now, therefore, be it

Resolved, That the Board of Elections of The City of New York be and the same hereby is requested to investigate thoroughly the causes of the delay in printing and delivering the ballots of the Republican Party and to report its findings to the Board of Aldermen with such recommendations as it sees fit to prevent a recurrence of the condition of affairs referred to in the preamble.

BRYANT WILLARD, JAMES J. NUGENT, ROBERT H. BOSSE, W. H. PENDRY, JAMES L. DEVINE, WM. P. McGARRY, Committee on Privileges and Elections.

Which report was accepted.

Reports of Committee on Finance—

Nos. 1210, 1400, 1431, 1442, 1444, 1453, 1456, 1498, 1514, 1668, 1756 and 1807.

The Committee on Finance, to which was referred on various dates, 1912, certain documents known as Introductory Nos. 1210, 1400, 1431, 1442, 1444, 1453, 1456, 1498, 1514, 1661, 1756 and 1807, respectfully

REPORTS:

That in its opinion these matters do not require any further consideration by the Board. It therefore recommends that the said papers be placed on file.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

Which report was accepted.

No. 1425 (G. O. No. 232).

The Committee on Finance, to which was referred on July 2, 1912 (Minutes, page 20), the annexed resolution in favor of amending issue of $218,240 corporate stock for public school in Jamaica, Borough of Queens, respectfully,

REPORTS:

That this resolution does not contemplate any change in the amount of the appropriation, but includes the purchase of the site in the original allowance. It therefore recommends that the accompanying resolution be adopted.

Resolved, That the Board of Aldermen hereby approves of and concurs in the following amended resolution adopted by the Board of Estimate and Apportionment at a stated meeting held June 13, 1912:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on July 17, 1911, and approved by the Board of Aldermen on July 25, 1911, as follows:

"Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding two hundred and eighteen thousand two hundred and forty dollars ($218,240), to provide means for the *construction and equipment of an addition to Public School 49, Brenton ave., Jamaica, Borough of Queens;* and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid."

—be *amended* to read as follows:

Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding two hundred and eighteen thousand two hundred and forty dollars ($218,240), to provide means for the *acquisition of a site and the construction and equipment thereon of a public school building in the vicinity of Hilldale ave. and North 1st st., Jamaica, Borough of Queens,* and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid.

HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, HENRY H. CURRAN, Committee on Finance.

No. 1430 (G. O. No. 233).

The Committee on Finance, to which was referred on July 2, 1912 (Minutes, page 25), the annexed resolution in favor of amending an issue of $145,760 corporate stock for public school purposes, Borough of Queens, respectfully

REPORTS:

That this amendment contemplates a reduction of this appropriation to $121,400, made possible by a change in site. The Committee recommends that the accompanying resolution be adopted.

Resolved, That the Board of Aldermen hereby approves of and concurs in the following amended resolution adopted by the Board of Estimate and Apportionment at a stated meeting held June 27, 1912:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on July 17, 1911, and approved by the Board of Aldermen on July 25, 1911, as follows:

"Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding *one hundred and forty-five thousand seven hundred and sixty dollars* ($145,760) *to provide means for the construction and equipment of a public school building on a site to be acquired in the vicinity of Hillside avenue and Cherry street, Douglaston, Borough of Queens,* and that when authority therefor shall have been obtained from the Board of Aldermen the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid,"

—*be amended* to read as follows:

Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding *one hundred and twenty-one thousand four hundred dollars* ($121,400) *to provide means for the construction and equipment of a public school building on a site owned on Old House Landing road, Lafayette place and Cutter avenue, Westmoreland, Borough of Queens,* and that when authority therefor shall have been obtained from the Board of Aldermen the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid.

HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, HENRY H. CURRAN, Committee on Finance.

No. 1665 (G. O. No. 234).

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 197), the annexed resolution in favor of amending issue of $36,000 corporate stock for zebra house, Zoological Park, by reducing amount to $30,811.04, respectfully

REPORTS:

That this is a reduction in this amount where the work has been done, leaving a balance, which it is proposed to use for a yak shelter under another resolution.

The Committee recommends that the accompanying resolution be adopted.

Resolved, That the Board of Aldermen hereby approves of and concurs in the following amended resolution adopted by the Board of Estimate and Apportionment at a stated meeting held July 11, 1912:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on June 3, 1910, and approved by the Board of Aldermen on June 28, 1910, as follows:

"Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York, to an amount not exceeding thirty-six thousand dollars ($36,000), to provide means for the erection of a zebra house in the New York Zoological Park in Bronx Park, under the jurisdiction of the Department of Parks, Borough of The Bronx, and when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue corporate stock of The City of New York, in the manner provided by section 169 of the Greater New York Charter, to an amount not exceeding thirty-six thousand dollars ($36,000), the proceeds whereof to be applied to the purpose aforesaid."

—be amended to make the amount read thirty thousand eight hundred and eleven dollars and four cents ($30,811.04).

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

No. 1666 (G. O. No. 235).

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 198), the annexed resolution in favor of amending issue of $60,000 corporate stock for construction of a building at the Children's Hospital, Randall's Island, respectfully

REPORTS:

That the change proposed is to include the cost of equipment, thus effecting a saving of over $5,000.

The Committee recommends that the accompanying resolution be adopted.

Resolved, That the Board of Aldermen hereby approves of and concurs in the following amended resolution adopted by the Board of Estimate and Apportionment at a stated meeting held July 11, 1912:

Resolved, That, subject to the concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on June 3, 1910, and adopted by the Board of Aldermen on June 28, 1910, as follows:

"Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding sixty thousand dollars ($60,000), to provide means for the *construction of an industrial building* at New York City Children's Hospitals and Schools, Randalls Island, under the jurisdiction of the Department of Public Charities, and that, when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller is authorized to issue corporate stock of The City of New York, in the manner provided by section 169 of the Greater New York Charter, to an amount not exceeding sixty thousand dollars ($60,000), the proceeds whereof to be applied to the purposes aforesaid."

—be *amended* to read as follows:

Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding sixty thousand dollars ($60,000), to provide means for the *construction and equipment of an industrial building* at New York City Children's Hospitals and Schools, Randalls Island, under the jurisdiction of the Department of Public Charities, and that, when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller is authorized to issue corporate stock of The City of New York, in the manner provided by section 169 of the Greater New York Charter, to an amount not exceeding sixty thousand dollars ($60,000), the proceeds whereof to be applied to the purposes aforesaid.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

No. 1667 (G. O. No. 236).

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 199), the annexed resolution in favor of amending issue of $286,000 corporate stock for Bay Ridge High School, Borough of Brooklyn, respectfully

REPORTS:

That this is a reduction of $25,000, which it is proposed to apply to general construction on said building.

The Committee recommends that the accompanying resolution be adopted.

Resolved, That the Board of Aldermen hereby approves of and concurs in the following amended resolution adopted by the Board of Estimate and Apportionment at a stated meeting held July 11, 1912:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment on July 17, 1911, and approved by the Board of Aldermen on July 25, 1911:

"Resolved, That, pursuant to the provisions of sections 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the isue of corporate stock of The City of New York to an amount not exceeding two hundred and eighty-six thousand dollars ($286,000), to provide means for the interior construction and equipment of the Bay Ridge High School, 4th ave., 67th and Senator sts., Borough of Brooklyn, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to isue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid."

—be amended to make the amount read two hundred and sixty-one thousand dollars ($261,000).

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

No. 1677 (G. O. No. 237).

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 204), the annexed resolution in favor of amending issue of $400,000 corporate stock for extension of Riverside drive by reducing amount to $370,000, respectfully

REPORTS:

That this reduction is made in this appropriation to be added to another column of the same general character, to meet a technicality as to cost of plans.

The Committee recommends that the accompanying resolution be adopted.

Resolved, That the Board of Aldermen hereby approves of and concurs in the following amended resolution adopted by the Board of Estimate and Apportionment at a stated meeting held July 15, 1912:

Resolved, That the resolution adopted by the Board of Estimate and Apportionment April 6, 1911, which reads as follows:

"Resolved, That, subject to the concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment June 1, 1906, and concurred in by the Board of Aldermen July 10, 1906:

"'Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York, to an amount not exceeding five million two hundred and fifty thousand dollars ($5,250,000), for the purpose of providing means for the entire construction of the extension of Riverside drive, north of 155th st., to connect with the proposed Henry Hudson Memorial Viaduct and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller is authorized to issue corporate stock of The City of New York, in the manner provided by section 169 of the Greater New York Charter, to the amount of five million two hundred and fifty thousand dollars ($5,250,000), the proceeds whereof to be applied to the purposes aforesaid.'

"—which was amended June 3, 1910, to read as follows:

"'Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding eight hundred thousand dollars ($800,000) for the purpose of providing means for the entire construction of the extension of Riverside drive, north of 155th st., to connect with the proposed Henry Hudson Memorial Viaduct, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller is authorized to issue corporate stock of The City of New York, in manner provided by section 169 of the Greater New York Charter, to the amount of eight hundred thousand dollars ($800,00), the proceeds whereof to be applied to the purposes aforesaid.'

"—be it further amended by making the amount authorized four hundred thousand dollars ($400,000)."

—be and the same is hereby amended by further reducing the authorization thereof to three hundred and seventy thousand dollars ($370,000).

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

No. 1678—(G. O. No. 238)

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 206), the annexed resolution in favor of amending issue of $49,000 corporate stock for plans for extension of Riverside drive, respectfully

REPORTS

That this is an increase of $30,000 obtained from another branch of this same account, and is to cover cost of plans.

The Committee recommends that the accompanying resolution be adopted.

Resolved, That the Board of Aldermen hereby approves of and concurs in the following amended resolution adopted by the Board of Estimate and Apportionment at a stated meeting held July 15, 1912:

Resolved, That the resolution adopted by the Board of Estimate and Apportionment June 3, 1910, which reads as follows:

"Resolved, That, subject to the concurrence herewith of the Board of Aldermen, the following resolution, adopted by the Board of Estimate and Apportionment May 25, 1906, and concurred in by the Board of Aldermen July 2, 1906:

"'Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York, to an amount not exceeding fifty thousand dollars ($50,000), for the purpose of providing means for the preparation of preliminary plans and specifications for the further improvement of Riverside drive, north of West 158th street, and its extension to connect with the proposed Henry Hudson Memorial Viaduct, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller is authorized to issue corporate stock of The City of New York, in the manner provided by section 169 of the Greater New York Charter, to the amount of fifty thousand dollars ($50,000), the proceeds whereof to be applied to the purposes aforesaid.'

"—be amended to read as follows:

"Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding forty-nine thousand dollars ($49,000), for the purpose of providing means for the preparation of preliminary plans and specifications for the further improvement of Riverside drive, north of West 158th street, and its extension to connect with the proposed Henry Hudson Memorial Viaduct, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller is authorized to issue corporate stock of The City of New York, in the manner provided by section 169 of the Greater New York Charter, to the amount of forty-nine thousand dollars ($49,000), the proceeds whereof to be applied to the purposes aforesaid."

—be and the same is hereby further amended by increasing said amount to seventy-nine thousand dollars ($79,000).

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

No. 1679—(G. O. No. 239)

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 206), the annexed resolution in favor of amending issue of $25,000 corporate stock for bakery at Kings County Hospital, respectfully

REPORTS

That the proposed reduction of $14,500 is made possible by a change of plans as to the size of the bakery. The difference is to be used for enlargement of the present storehouse.

The Committee recommends that the accompanying resolution be adopted.

Resolved, That the Board of Aldermen hereby approves of and concurs in the following amended resolution adopted by the Board of Estimate and Apportionment at a stated meeting held July 15, 1912:

Resolved, That, subject to the concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on July 17, 1911, and adopted by the Board of Aldermen on July 25, 1911, as follows:

"Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding twenty-five thousand dollars ($25,000), to provide means for the construction and equipment of an addition to bakery, Kings County Hospital, under the jurisdiction of the Department of Public Charities, and that, when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid,"

—be and the same is hereby amended to make the amount read ten thousand five hundred dollars ($10,500).

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

No. 1680—(G. O. No. 240)

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 207), the annexed resolution in favor of an issue of $45,000 corporate stock for a 30-inch distribution main and appurtenances in Cypress avenue, Borough of Queens, respectfully

REPORTS

That this will enable a saving to be made in the present amount spent for the purchase of water from private companies, which will result in a yearly saving equal to the total cost of this proposed main.

The Committee recommends that the accompanying resolution be adopted.

An Ordinance providing for an issue of corporate stock of The City of New York in the sum of forty-five thousand dollars ($45,000), to provide means for furnishing and laying a 30-inch distribution main and appurtenances in Cypress avenue, between Myrtle and Troutman avenues, in the Borough of Queens, etc.

Be it ordained by the Board of Aldermen of The City of New York, as follows:

Section 1. The Board of Aldermen hereby approves of and concurs in the following resolution, adopted by the Board of Estimate and Apportionment July 15, 1912, and authorizes the Comptroller to issue corporate stock of The City of New York to the amount and for the purposes therein specified:

Resolved, That, pursuant to the provisions of section 178 of the Greater New York Charter, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding forty-five thousand dollars ($45,000), to provide means for furnishing and laying a 30-inch distribution main and appurtenances in Cypress avenue, between Myrtle and Troutman avenues, in the Borough of Queens, and furnishing and installing the necessary meters therefor, under the jurisdiction of the Department of Water Supply, Gas and Electricity, in connection with improving the water supply system of said Borough, and that when authority therefor shall have been obtained from the Board of Aldermen the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

No. 1681—(G. O. No. 241)

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 208), the annexed resolution in favor of amending an issue of $5,000 corporate stock for plans and specifications for corporate stock requirements, Department of Parks, Boroughs of Brooklyn and Queens, respectfully

REPORTS:

That this is a reduction to $4,000 to allow of the transfer of $1,000 to the Department of Parks, Borough of Queens.

The Committee recommends that the accompanying resolution be adopted.

Resolved, That the Board of Aldermen hereby approves of and concurs in the following amended resolution adopted by the Board of Estimate and Apportionment at a stated meeting held July 15, 1912:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on July 17, 1911, and approved by the Board of Aldermen on July 25, 1911, as follows:

"Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding five thousand dollars ($5,000), to provide means for preliminary work necessary in preparation of plans and specifications for improvements requiring corporate stock authorizations under the jurisdiction of the Department of Parks, Boroughs of Brooklyn and Queens, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid."

—be amended to read as follows:

Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding four thousand dollars ($4,000), to provide means for preliminary work necessary in preparation of plans and specifications for improvements requiring corporate stock authorizations, under the jurisdiction of the Department of Parks, Boroughs of Brooklyn and Queens, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

No. 1682—(G. O. No. 242)

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 209), the annexed resolution in favor of amending an issue of $50,000 corporate stock for music and refreshment pavilion at Mount St. Vincent, Central Park, respectfully

REPORTS:

That the amount remains the same but is divided, $40,000 for a music pavilion and comfort station, and $10,000 for a refreshment pavilion, and also provides for the payment of architects' fees, which were not heretofore included.

The Committee recommends that the accompanying resolution be adopted.

Resolved, That the Board of Aldermen hereby approves of and concurs in the following amended resolution adopted by the Board of Estimate and Apportionment at a stated meeting held July 15, 1912:

Resolved, That, subject to the concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on February 8, 1912, and approved by the Board of Aldermen on February 27, 1912, as follows:

"Resolved, That, subject to the concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on June 3, 1910, and approved by the Board of Aldermen on June 28 1910, as follows:

"'Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding fifty thousand dollars ($50,000), to provide means for the erection of a music, refreshment pavilion and comfort station at Mount St. Vincent, Central Park, under the jurisdiction of the Department of Parks, Boroughs of Manhattan and Richmond, and, when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and he is hereby authorized to issue corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, to an amount not exceeding fifty thousand dollars ($50,000), the proceeds whereof to be applied to the purpose aforesaid.'

"—be amended to read as follows:

"Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding fifty thousand dollars ($50,000), to provide means for the erection of a music pavilion and comfort station at a cost not to exceed forty thousand dollars ($40,000), and for the erection of a refreshment pavilion at a cost not to exceed ten thousand dollars ($10,000), in Central Park, under the jurisdiction of the Department of Parks, Boroughs of Manhattan and Richmond, and when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue corporate stock of The City of New York, in the manner provided by section 169 of the Greater New York Charter, to an amount not exceeding fifty thousand dollars ($50,000), the proceeds whereof to be applied to the purpose aforesaid."

—be amended to read as follows:

Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding fifty thousand dollars ($50,000), including Architect's fees, to provide means for the erection of a music pavilion and comfort station at a cost not to exceed forty thousand dollars ($40,000), and for the erection of a refreshment pavilion at a cost not to exceed ten thousand dollars ($10,000), in Central Park, under the jurisdiction of the Department of Parks, Boroughs of Manhattan and Richmond, and when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue corporate stock of The City of New York, in the manner provided by section 169 of the Greater New York Charter, to an amount not exceeding fifty thousand dollars ($50,000), the proceeds whereof to be applied to the purpose aforesaid.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

Which were severally laid over.

No. 1170—(S. O. No. 104)

The Committee on Finance, to which was referred on May 28, 1912 (Minutes, page 509), the annexed request from the Commissioner of Public Charities for $3,647.58 special revenue bonds for salaries, respectfully

REPORTS:

That the reasons for this application are plainly stated in the letter of request. It is the opinion of this Committee that these increases are mandatory, and it therefore recommends that the accompanying resolution be adopted.

Resolved, That in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of three thousand six hundred and forty-seven dollars and fifty-eight cents ($3,647.58), the proceeds where of to be used by the Commissioner of Public Charities for the purpose of compensating Teachers in the Department at the same rate paid in the public schools, as required by law. All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, HENRY H. CURRAN, Committee on Finance.

Department of Public Charities of The City of New York, Foot of E. 26th St., May 21, 1912.

To the Honorable the Board of Aldermen:

Gentlemen—We respectfully request the issue of special revenue bonds to the amount of $3,647.58, in order to comply with the provisions of an act of the Legislature amending section 663 of the Charter, signed by the Governor April 16, 1912, and became operative immediately, entitled "An Act to amend the Greater New York Charter, relative to compensation of Teachers in the Department of Public Charities." Under the terms of this law, Teachers in the Department of Public Charities are granted the same rate of compensation as is now paid, or may hereafter be paid, to Teachers of similar classes in the public schools of The City of New York.

Page 8, Schedule "A," and page 9, Schedule "B1" of Document No. 1, 1912, schedule of Teachers' salaries adopted by the Board of Education, enclosed herewith, shows the salaries paid to Principal and Teachers in the public schools. The Principal and Teachers of the New York City Children's Hospitals and Schools, Randalls Island, should be paid the same salaries, and the following schedule shows the difference between their present salaries and the amount they should receive, according to the Board of Education schedule, from the date when the bill became a law, to December 31, 1912:

Name and Title.	Salary Per Annum.	Date of Appointment.	Schedule Per Annum.	*Difference.
Mary C. Dunphy, Principal...	$3,000 00	Jan. 1, 1888	16 yrs. $3,500 00	$354 16
Mary Cahill, Teacher.........	750 00	Oct. 18, 1872	16 yrs. 1,500 00	531 25
Anna Murphy, Teacher.......	750 00	Oct. 17, 1885	16 yrs. 1,500 00	531 25
Mary J. Nelson, Teacher......	750 00	Mar. 1, 1888	16 yrs. 1,500 00	531 25
Mary H. Denver, Teacher....	750 00	Apr. 15, 1893	16 yrs. 1,500 00	531 25
F. J. McAnana, Teacher......	750 00	Jan. 10, 1890	16 yrs. 1,500 00	531 25
Mary A. Allen, Teacher......	750 00	Oct. 30, 1899	12 yrs. 1,260 00	361 25
Mary E. Fay, Teacher........	750 00	May 1, 1908	4 yrs. 780 00	21 25
Anna M. Dean, Teacher......	600 00	June 6, 1910	2 yrs. 720 00	85 00
Margt. A. Keating, Teacher...	600 00	Jan. 4, 1912	1 yr. 720 00	85 00
Alice Schmidt, Teacher.......	600 00	Apr. 17, 1912	1 yr. 720 00	84 67
Total				$3,647 58

*Between present salary and salary allowed April 16 to December 31, inclusive.

Respectfully yours, MICHAEL J. DRUMMOND, Commissioner.

Which was laid over.

Nos. 1405 and 1759.

The Committee on Finance, to which was referred on July 2 and September 24, 1912 (Minutes, pages 6 and 246), the annexed request for an issue of $20,000 special revenue bonds from the President of the Borough of Queens to replenish two accounts in the Bureau of Highways, respectfully

REPORTS:

That these letters are self explanatory. These funds were used under a court order for a purpose which could not have been foreseen at the time the Budget was made up, and the original demands for which they were granted still exist and make it imperative that same should be replaced. The Committee therefore recommends that the accompanying resolution be adopted.

Resolved, That in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of twenty thousand dollars ($20,000), the proceeds whereof to be used by the President of the Borough of Queens for the purpose of replenishing funds expended in complying with a court order to abate a nuisance at Far Rockaway, and urgently needed for the purposes for which the appropriation was originally made. All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, HENRY H. CURRAN, Committee on Finance.

City of New York, Office of the President of the Borough of Queens, Long Island City, June 14, 1912.

To the Honorable Board of Aldermen, City Hall, New York City:

Gentlemen—For the proper performance of a mandate of the Supreme Court of the County of Queens, dated May 13, 1912, a copy of which is hereto attached, and forming pages two and three of this communication, it has been necessary for this office to expend twenty thousand dollars ($20,000) of the funds allotted in the Budget for the year 1912.

For the replenishment thereof, application is hereby made to your Honorable Board for an issue of special revenue bonds to an amount not exceeding twenty thousand dollars ($20,000), and for that purpose the passage of the following resolution is respectfully requested:

Resolved, That, pursuant to subdivision 8, section 188 of the Charter of The City of New York, the Board of Aldermen hereby authorizes the Comptroller of The City of New York to issue special revenue bonds to an amount not exceeding twenty thousand dollars ($20,000), the proceeds whereof to be expended by the President of the Borough of Queens, in lieu of funds appropriated to that office in the Budget for the year 1912, entitled:

President of the Borough of Queens, Bureau of Highways.

Fund 2025—

Supplies and materials..	$10,000 00

President of the Borough of Queens, Bureau of Highways.

Fund 2077—

Purchase and original equipment of apparatus, machines, harness and vehicles, except automobiles..	$10,000 00

—which has been expended pursuant to a mandate of the Supreme Court of Queens County, dated May 13, 1912, to eliminate the cause of complaint and otherwise performing the order of the Court in relation to sewer conditions in the 5th Ward of the Borough of Queens. Respectfully,

MAURICE E. CONNOLLY, President of the Borough of Queens.

Supreme Court, Queens County, Edward Roche and Ellen Roche, plaintiffs, against The City of New York, defendant. Judgment:

The issues in this action having been regularly brought on for trial before Mr. Justice Garret J. Garretson, at a Special Term of this Court held on the 8th, 9th, 10th, 11th and 12th days of January, 1912, at the County Court House at Long Island City, in the Borough of Queens, County of Queens, City and State of New York, and the respective parties appearing by their attorneys, and summons in this action with the complaint having been personally served on the defendant herein, and the Court having heard the allegations and proofs of the parties, and after due deliberation having duly made and filed its decision on the 4th day of May, 1912, containing a statement of the facts found and the conclusion of law thereon, and directing judgment as hereinafter stated, and the plaintiffs' costs having been duly adjusted at one hundred and sixty-eight dollars and ninety-three cents ($168.93), and the Court in its decision having found that this is a difficult and extraordinary case, and having directed an extra allowance in favor of the plaintiffs and against the defendant for the sum of seven hundred and fifty dollars ($750),

Now, on motion of Alfred T. Davison, Esq., attorney for plaintiffs, it is

Adjudged, That Edward Roche and Ellen Roche, the plaintiffs, recover of The City of New York, the defendant, the sum of twenty-five thousand nine hundred and twenty-seven dollars ($25,927), and seven hundred and fifty dollars ($750), the extra allowance directed in favor of the plaintiffs and against the defendant, and one hundred and sixty-eight dollars and ninety-three cents ($168.93), costs and disbursements, amounting in all to the sum of twenty-six thousand eight hundred and forty-five dollars and ninety-three cents ($26,845.93), and that the plaintiffs have execution therefor. It is further

Adjudged and Decreed, That the defendant, The City of New York, its officers, agents and servants, be and they hereby are enjoined and restrained from causing or permitting any surface water or rain water to be discharged or deposited into the sewers in that portion of the former Village of Far Rockaway, which is east of Central ave. and south of Cornaga ave., and south of that part of Broadway which runs in a general easterly and westerly direction. It is further

Adjudged and Decreed, That the defendant, The City of New York, its officers and agents be and they hereby are enjoined and restrained from permitting or causing to be permitted, raw sewage and other material from being backed up or forced up from the eject or station under the surface of South st. opposite the property of the plaintiffs, on to the property of the plaintiff. It is further

Adjudged and Decreed, That the acts of the defendant, The City of New York, as found in the decision herein filed May 4, 1912, constituted, and were and are, a nuisance. It is further

Adjudged and Decreed, That the defendant, The City of New York, its officers and agents, be and they hereby are enjoined and restrained from continuing the nuisance in and about the property of the plaintiffs, by reason of the deposit of sewage and other material thereon. It is further

Adjudged and Decreed, That the defendant, The City of New York, its officers and agents, be and they hereby are enjoined and restrained from neglecting to so increase the capacity of the eject or station under the surface of South st. opposite the property of the plaintiffs, that it will dispose of and discharge all sewage and other material flowing therein. It is further

Adjudged and Decreed, That the defendant, The City of New York, its officers and agents, be and they hereby are enjoined and restrained from maintaining or causing to be maintained any connection or connections between any catch basins and the sewers in that part of the former Village of Far Rockaway hereinabove described, and from causing to be deposited into the sewers in the streets in the said section of the former Village of Far Rockaway hereinabove described, any drainage or surface waters from the surface of the streets thereof until said sewer and ejector station have been rendered sufficient and adequate therefor. It is further

Adjudged and Decreed, That the defendant, The City of New York, its officers and agents, be and they hereby are enjoined and restrained from connecting up any catch basins with the sewers in the streets of that part of the former Village of Far Rockaway above described, until the said ejector station has been rendered sufficient and adequate therefor.

Judgment this 13th day of May, 1912.

Enter G. J. G., J. S. C.

Granted May 13, 1912, Martin Mager, Clerk.

Office of the President of the Borough of Queens, Long Island City, September 20, 1912.

Hon. JOHN PURROY MITCHEL, President, Board of Aldermen, City Hall, New York City:

Sir—On June 14, 1912, application was made to your Honorable Board for an issue of special revenue bonds to an amount not exceeding twenty thousand dollars ($20,000), in lieu of funds appropriated to the office of the President of the Borough of Queens in the Budget for the year 1912, entitled:

President of the Borough of Queens, Bureau of Highways.

Fund 2025—

Supplies and materials..	$10,000 00

President of the Borough of Queens, Bureau of Highways.

Fund 2077—

Purchase and Original Equipment of Apparatus, Machines, Harness and vehicles, except automobiles..	$10,000 00

As this office has no record of the issue of the bonds for this amount, I would request that your Honorable Board take the necessary measures to authorize the Comptroller of The City of New York to issue special revenue bonds for the above-named amount, as the funds of both of these codes are entirely depleted and exhausted.

I enclose copy of application made to your Honorable Board on June 14, 1912. Yours very truly,

DENIS O'LEARY, Acting President of the Borough of Queens.

Alderman Dowling moved immediate consideration of this report.

There being no objection the President put the question whether the Board would agree to accept such report and adopt said resolution.

Which was decided in the affirmative by the following vote:

Affirmative—Aldermen Becker, Bedell, Bolles, Boschen, Bosse, Brush, Carberry, Cummuskey, Cunningham, Curran, Davis, Delaney, Devine, Diemer, Dotzler, Dowling, Downing, Drescher, Eagan, Eichhorn, Esterbrook, Fink, Folks, Gaynor, Gelbke, Gilmore, Hamilton, Hannon, Kenneally, Kenney, Levine, Lieberman, Loos, McCann, McCourt, McGarry, McGrath, Marks, Martyn, Meagher, Moore, Mulligan, Nicoll, Nugent, O'Connor, O'Neil, O'Rourke, Pendry, Post, Reardon, Shipley, Smith, Stapleton, Stevenson, Velten, Walsh, Weil, Weston Wilmot; President Cromwell, President Connolly; President Miller, by Thomas W. Whittle, Commissioner of Public Works, and President Steers—63.

No. 1433—(S. O. No. 105).

The Committee on Finance, to which was referred on July 2, 1912 (Minutes, page 32), the annexed request from the Commissioner of Water Supply, Gas and Electricity for $1,500 special revenue bonds for expenses of inspection force, respectfully

REPORTS:

That this request covers expenses which could not have been closely estimated at the time the Budget was made up. The Committee is satisfied from the statements of the Commissioner, that this amount is a necessity, and it therefore recommends that the accompanying resolution be adopted.

(Continued on Page 8063)

BOARD OF ESTIMATE AND APPORTIONMENT.

Minutes of Meeting of Board of Estimate and Apportionment, Held in Room 18, City Hall, Thursday, September 19, 1912, at 10.30 A. M.

FINANCIAL AND FRANCHISE MATTERS.

The Board met in pursuance of an adjournment.

Present—William J. Gaynor, Mayor; William A. Prendergast, Comptroller; John Purroy Mitchel, President, Board of Aldermen; George McAneny, President, Borough of Manhattan; Alfred E. Steers, President, Borough of Brooklyn; Cyrus C. Miller, President, Borough of The Bronx; Maurice E. Connolly, President, Borough of Queens, and George Cromwell, President, Borough of Richmond.

The Mayor, Hon. William J. Gaynor, presided.

The Chair announced that owing to the alterations and repairs being made in Room 16, the meeting would be held in Room 18 (Aldermanic Chamber), City Hall, and that all hearings advertised for this day would also be held in the latter room.

After disposing of the Public Improvements Calendar the following Financial and Franchise Matters were considered.

The minutes (Financial Matters) of the special meeting held August 19, 1912, were approved as printed in the City Record August 22, 1912.

FRANCHISE MATTERS.

United Electric Service Company.

A communication was received from his Honor, the Mayor, designating the "Sun" and the New York "Press" as the daily newspapers in which the notice of hearing on the form of contract for certain modifications in the contract granting a franchise to the United Electric Service Company should be published, pursuant to law.

Which was ordered filed.

The public hearing was opened on the form of contract modifying contract dated December 16, 1909, granting the United Electric Service Company a franchise to construct, maintain and operate suitable wires for the purpose of operating an electrical signal system for the calling of messengers, an electrical burglar alarm system and a fire alarm system in the Borough of Manhattan, so as to extend such service to the Borough of The Bronx.

The hearing was fixed for this day by resolution adopted July 11, 1912.

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

No one appeared in opposition to or in favor of the proposed grant and the Chair declared the hearing closed.

The following was offered:

Resolved, That the Board of Estimate and Apportionment hereby consents to certain modifications and amendments in the terms and conditions of the said contract of December 16, 1909, such modified and amended terms and conditions being fully set forth and described in the following form of proposed contract for the grant thereof, embodying such terms and conditions as modify or alter said contract of December 16, 1909, which said contract otherwise remains unchanged as to all the other terms and conditions expressed therein, 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 , 1912, 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 United Electric Service Company, a corporation of the State of New York (hereinafter called the Company), party of the second part, witnesseth:

Whereas, The Board by resolution duly adopted on June 11, 1909, and approved by the Mayor on June 16, 1909, granted to the Company the right and privilege to lay, construct, maintain and operate suitable wires or other electrical conductors in conduits under the streets, avenues and highways in the Borough of Manhattan for the purpose of carrying on a signal system for the calling of messengers, a burglar alarm system and a fire alarm system; and

Whereas, Pursuant to the said resolution a contract was entered into between the City and the Company under date of December 16, 1909; and

Whereas, The Company has by a petition presented to the Board at its meeting held May 9, 1912, applied for an amendment to section 1 of the said contract so as to authorize it to operate in the Borough of The Bronx west of the Bronx River, in addition to the Borough of Manhattan;

Now, therefore, in consideration of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

Section 1. Section 1 of the contract entered into between The City of New York and the United Electric Service Company under date of December 16, 1909, is hereby amended to read 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 wires or other electrical conductors in conduits under the streets, avenues and highways within the territory comprised in the Borough of Manhattan and that portion of the Borough of The Bronx west of the Bronx River for the purpose of connecting by means of such wires call boxes or other signalling apparatus, to be placed upon the premises of the subscribers, with offices of the Company, and thereby maintaining and operating an electrical signal system for the calling of messengers, an electrical burglary alarm system and a fire alarm system and for no other purpose whatsoever."

Section 2. Except as expressly herein provided, nothing in this contract contained shall be deemed to affect in any way the provisions of the contract entered into between the City and the Company and dated December 16, 1909, and 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 such contract as modified or altered by the provisions of this instrument.

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.
Attest: ...., City Clerk.
UNITED ELECTRIC SERVICE COMPANY,
By ...., President.
Attest: ...., Secretary.
(Here add acknowledgments.)

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.

Mercantile Burglar Alarm Company.

A communication was received from his Honor, the Mayor, designating the "Herald" and the "Globe" as the two daily newspapers in which the form of contract for the grant of a franchise to the Mercantile Burglar Alarm Company should be published, pursuant to law.

Which was ordered filed.

The public hearing was opened on the form of contract for the grant of a franchise to the Mercantile Burglar Alarm Company to construct, maintain and operate suitable wires or other electrical conductors in conduits under the streets, avenues and highways within the Borough of Manhattan, south of Reade street, for the purpose of operating a burglar alarm and a police patrol business.

The hearing was fixed for this day by resolution adopted July 11, 1912.

Affidavits of publication were received from the New York "Herald," the "Globe" and the City Record.

No one appeared in opposition to or in favor of the proposed grant and the Chair declared the hearing closed.

The Secretary presented the following:

Bureau of Franchises, September 13, 1912.

Hon. William J. Gaynor, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—In the form of contract between The City of New York and the Mercantile Burglar Alarm Company which was presented to the Board at its meeting held July 11, 1912, and which grants to the Company the right to use the streets for the purpose of carrying on a burglar alarm system and for no other purpose whatsoever, the eighth condition of section 2 contains a provision regarding the laying of wires underground.

Apparently through oversight, a typographical error exists in this condition as the same refers to the "messenger system" hereby authorized. This error, while not material in view of the limitation on the operations of the Company contained in Section 1, appears in the notice of the public hearing to be held on September 19 as printed in the public press, and to avoid any possibility of misleading in the future, should be corrected before the grant is made. I am therefore in the form of contract submitted for adoption at this meeting eliminating the word "messenger," which is superfluous. Respectfully,

HARRY P. NICHOLS, Engineer, Chief of Bureau.

The following was offered:

Resolved, That the Board of Estimate and Apportionment hereby grants to the Mercantile Burglar Alarm 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 this day of , 1912, 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 Mercantile Burglar Alarm Company, a domestic corporation 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 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 wires or other electrical conductors in conduits under the streets, avenues and highways within that portion of the Borough of Manhattan lying south of a line beginning at a point on the Hudson River on a line with the north side of Reade Street, thence easterly along the north side of Reade Street to the west side of Centre Street, thence northerly along the west side of Centre Street to the easterly line of Duane Street, thence southerly along the easterly line of Duane street to the northerly line of New Chambers Street where it crosses Park Row; thence easterly along the northerly line of New Chambers Street to the easterly line of James Slip; thence southerly along the easterly line of James Slip to a point on the shore of the East River in line therewith, for the purpose of electrically connecting detecting and signalling apparatus to be located upon the premises of subscribers with signal recording apparatus located at some suitable point or points and thereby maintaining and operating a burglar alarm system, for the protection of the premises of subscribers and for no other purpose whatsoever.

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

First—The said right and privilege to lay, construct, maintain and operate wires or other electrical conductors in conduits for the purpose aforesaid shall be held and enjoyed by the Company, its successors or assigns, for the term of fifteen (15) years from the date on which this contract is signed by the Mayor, with the privilege of renewal of said contract for a further period of ten (10) years upon a fair revaluation of said right and privilege.

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 in no case shall the annual rate of compensation to the City be fixed at a less amount than the sum required to be paid during the year prior to the termination of the original term of this contract. If the Company and the Board shall not reach such agreement on or before the day one year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding ten (10) years shall be reasonable, and either the City (by the Board) or the Company shall be bound, upon request of the other, to enter into a written agreement with each other, fixing the rate of such compensation at such amount as shall be reasonable, but in no case shall the annual rate so fixed be less than the sum required to be paid for the last year prior to the termination of the original term of this contract, and if the parties shall not forthwith agree upon what is reasonable, then the parties shall enter into a written agreement, fixing such annual rate at such amount as shall be determined by three disinterested freeholders, selected in the following manner:

One 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 the 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 valuation so ascertained, fixed and determined shall be conclusive upon both parties, but no annual sum shall in any event be less than the sum required to be paid for the last year prior to the termination of the original term of this contract. If, in any case, the annual rate shall not be fixed prior to the termination of the original term of this contract then the Company shall pay the annual rate theretofore prevailing until the new rate shall be determined, and shall then make up to the City the amount of any excess of the annual rate then determined over the previous annual rate. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company, each paying one-half thereof.

Second—The Company shall pay to the City for the said privilege, the following sums of money:

1. The sum of one thousand dollars ($1,000) in cash within thirty (30) days after the date on which this contract is signed by the Mayor.
2. The further sum of five hundred dollars ($500) in cash for past use and occupation of the streets, to be paid within thirty (30) days after the date on which this contract is signed by the Mayor.
3. During the first five (5) years of this contract, an annual sum which shall in no case be less than one thousand dollars ($1,000), and which shall be equal to three (3) per cent. of its gross annual receipts, if such percentage shall exceed the sum of one thonsand dollars ($1,000).
4. During the succeeding five (5) years of this contract, an annual sum which shall in no case be less than one thousand two hundred dollars ($1,200), and which shall be equal to three and one-half (3½) per cent. of the gross annual receipts of the Company, if such percentage shall exceed the sum of one thousand two hundred dollars ($1,200).
5. During the remaining five (5) years of this 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 four (4) per cent. of the gross annual receipts of the Company, if such percentage shall exceed the sum of one thousand five hundred dollars ($1,500).

The annual charges shall commence from the date upon which this contract is signed by the Mayor.

All annual charges, as above, shall be paid into the Treasury of the City on November 1 of each year and shall be for the amount due to September 30 next preceding. Provided that the first annual payment shall be only for that proportion of the first annual charge as the time between the date on which this contract is signed by the Mayor and September 30 following shall bear to the whole of one year.

Whenever the percentage required to be paid shall exceed the minimum as above, then such sum over and above such minimum shall be paid on or before November 1 in each year for the year ending September 30 next preceding.

Any and all payments to be made by the terms of this contract to the City by the Company shall not be considered in any manner in the nature of a tax, but such payments shall be made in addition to any and all taxes of whatever kind or description now or hereafter required to be paid by any ordinance of the City, or resolution of the Board, or any law of the State of New York.

Third—The said annual charges or payments, as above specified, shall continue throughout the whole term of this contract (whether original or renewal), notwithstanding any clause in any statute or in the charter of any other company providing for payments for similar rights or franchises at a different rate, and no assignment, lease or sublease of the rights or franchises hereby granted, or any part thereof, shall be valid or effectual for any purpose unless the said assignment, lease or sublease shall contain a covenant on the part of the assignee or lessee that the same is subject to all the conditions of this contract, and that the assignee or lessee assumes and will be bound by all of said conditions as to payments, any statute or any condition herein contained to the contrary notwithstanding, and that the said 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.

Fourth—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 or merger of corporations or otherwise, without the consent of the City, acting by the Board, evidenced by an instrument under seal, anything herein contained to the contrary thereof in any wise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Fifth—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination of the rights hereby granted for any other cause, or upon the dissolution of the Company before such termination, the plant and property of the Company used for maintaining and operating an electrical burglar alarm signal system within the streets and highways of the City shall become the property of the City without cost, and the same may be used by the City for any purpose whatsoever.

If, however, at the termination of this grant, as above, the City, by the Board, shall so order by resolution, the Company shall on thirty (30) days' notice from the Board remove any and all of its wires, or other electrical conductors, or any portion thereof, from any or all of the streets and public places within the limits of the City, and the said streets and avenues shall be restored to their original condition at the sole cost and expense of the Company.

Sixth—The Company shall construct, maintain and operate its electric system subject to the supervision and control of all the authorities of the City who have jurisdiction in such matters, as provided by the Charter of the City, and in strict compliance with all laws or ordinances or departmental rules and regulations, now in force or which may be adopted, affecting companies operating electrical conductors in the City.

No construction or repair of said electric system shall be commenced until written permits have been obtained from the proper City officials. In any permit so issued such officials may impose such conditions, as a condition of the granting of the same, as are necessary for the purpose of protecting any structures in the streets and avenues over which such officials have jurisdiction, and the Company shall comply with such conditions.

The electrical and other equipment to be installed by the Company, whether the same be under streets and avenues or in private property, shall be constructed and maintained subject to the approval and under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Seventh—The plant, conduits, wires, connections, instruments and all appurtenances thereto shall be constructed, maintained and operated in the latest approved manner and with the most modern and improved appliances, and it is hereby agreed that the Board may require the Company to improve or add to its plant, conduits, wires, connections, instruments and appurtenances, from time to time, as such additions or improvements are necessary in the opinion of the Board. Upon failure on the part of the Company to comply with the direction of the Board within a reasonable time, the rights hereby granted shall cease and determine.

Eighth—All cables and wires of the Company laid pursuant to this contract shall be placed in ducts, conduits or subways (referred to in this paragraph as subways). Such subways shall be leased from the company or companies having control thereof under the provisions of law, or from the City should it succeed to the rights of such company or companies. If the City shall construct or acquire subways for electrical conductors in the Borough of Manhattan, the Company hereby agrees to lay its wires and conductors in such subways and the City agrees to lease to the Company such space as may be required for the operation of the system hereby authorized. No cables or wires shall in the future be strung above the surface of the streets and avenues by the Company and those at present in existence shall be removed and placed underground when and where required by the Board or the Commissioner of Water Supply, Gas and Electricity.

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

Tenth—The Company shall, upon request from any individual or corporation occupying or owning premises in the territory in which the Company is authorized to operate, not personally in arrears to it for service already rendered, extend its wires to such premises and furnish protection service to such individual or corporation, provided that such premises are not more than one-half mile from any other premises in which the Company has its apparatus installed at the time such request is made.

Eleventh—The Company shall file with the Board on the first day of November in each year a map or plan upon which shall be plainly and separately indicated the number of wires which were in use by the Company on September 30 preceding, and the streets in or over which the same were located, and also those which were put in use during the year preceding that date. It shall also file with the Department of Water Supply, Gas and Electricity on or before the tenth day of each month a map or plan of the locations in which the wires have been placed by it during the preceding month.

Twelfth—The rates to be charged by the Company shall not be in excess of the following and it is agreed that the same may be altered or changed by the Board as hereinafter provided:

1. For burglar alarm protection the sum of three hundred dollars ($300) per annum for the protection of one entrance to a vault and fifty dollars ($50) additional per annum for the protection of each additional entrance to the same vault. For the same protection to additional vaults under the same ownership and in the same building, the sum of one hundred and fifty dollars ($150) per annum for protection of one entrance to each additional vault and the added sum of fifty dollars ($50) per annum for the protection of each additional entrance to the same vault.
2. For boxes by which the patrol signal to the central station, the sum of two hundred dollars ($200) per annum for the necessary boxes on any one post and the additional sum of fifty dollars ($50) per annum for the necessary equipment on each additional post required by the same subscriber.
3. For patrol protection generally, the sum of one hundred dollars ($100) per annum for each building or other premises so protected.
4. For any other service furnished or to be furnished by the Company, the rates charged shall be reasonable and fair and subject to the approval of the Board.

The Company agrees, upon request of any Board, Department or Bureau of the City government to furnish service to any and all buildings under the control of such Board, Department or Bureau within the territory in which the Company is authorized to operate at rates not to exceed fifty (50) per cent. of the rates charged by the Company to any other individual or corporation for similar service.

Thirteenth—During the term of this contract or any renewal thereof the Board shall have the power to regulate and fix the maximum rates to be charged by the Company in the City, provided such rates shall be reasonable and fair.

Fourteenth—The Company shall not require nor receive from its subscribers 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 whenever such money is held for more than one month. Unpaid bills, unless due from its owner, shall never be charged against property, and no person not himself in arrears shall be denied service because any previous occupant of the same premises is in arrears to the Company for service.

Fifteenth—The wires of the Company shall be employed for no other purposes than those explicitly set forth herein, and the Company binds itself not to lay, use, lease or operate wires for illegal purposes or to illegal places.

Sixteenth—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.

Seventeenth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any individual or other corporation a similar right or privilege upon the same or other terms and conditions in the territory covered by this contract, or any part thereof.

Eighteenth—If the Company shall fail to give efficient public service at the rates herein fixed, or fail to maintain its structures and equipment as herein provided in good condition throughout the whole term of this contract, the Board may give notice to the Company specifying any default on the part of the Company, and requiring the Company to remedy the same within a reasonable time; and upon failure of the Company to remedy such default within a reasonable time, the Company shall, for each day thereafter during which the default or defect remains, pay to the City a 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 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, all of which sums may be deducted from the fund hereinafter provided for.

If, for a period of three consecutive months, the burglar alarm system of the Company shall not be operated, or if the same shall not be operated for a period of six months out of any consecutive twelve months, the Board may declare the right and franchise and this contract terminated without further proceedings at law or in equity.

Nineteenth—The Company shall at all times keep accurate books of accounts and shall, on or before November 1 in each year, make a verified report to the Comptroller of the City of the business done by the Company for the year ending September 30 next preceding. Such report shall contain a statement of the gross receipts received from the operation of the system hereby authorized from all subscribers served 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.

Twentieth—The Company shall submit a report to the Board not later than November 1 of each year for the year ending September 30 next preceding, and at any other time on request of the Board, which shall state:

1. The amount of stock issued, for cash, for property.
2. The amount paid in as by last report.
3. The total amount of capital stock paid in.
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt as by last report.
7. The amount of floating debt.
8. The total amount of funded and floating debt.
9. The average rate per annum of interest on funded debt.
10. The amount of dividends paid during the year and the rate of same.
11. The names of the directors and officers elected at the last meeting of the corporation held for such purpose.
12. Location, value and amounts paid for real estate owned by the Company.
13. Number and location of premises connected with Company's central stations.
14. The amount paid for damage to persons or property on account of construction and operation.
15. The total income during the year, giving the amount from each class of business.
16. The total expenses for operation, including salaries;

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

Twenty-first—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 two thousand dollars ($2,000), 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 failure of the Company to comply with the terms of this contract relating to the filing of annual statements, furnishing of service to applicants, as herein provided, 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 the 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 City a penalty of fifty dollars ($50) for each violation.

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

The Board, on complaint made, shall give notice to the Company, directing its President, or other officer to appear before the Board on a certain day not less than ten (10) days after the date of such notice, to show cause why the Company should not be penalized in accordance with the foregoing provisions. If the Company fails to make an appearance, or, after a hearing appears in the judgment of the Board to be in fault, said Board shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure direct the Comptroller to withdraw the amount of such penalty from the security fund deposited with him. In case of any drafts made upon the security fund the Company shall, upon ten (10) days' notice pay to the City a sum sufficient to restore said security fund to the original amount of two thousand dollars ($2,000), and in default thereof this contract shall be cancelled and annulled at the option of the Board, acting in behalf of the City. No action or proceeding or right under the provisions of this contract shall affect any other legal rights, remedies or causes of action belonging to the City.

Twenty-second—In case of any violation or breach or failure to comply with any of the provisions herein contained, this contract may be forfeited by a suit brought by the Corporation Counsel, on notice of ten (10) days to the Company, or at the option of the Board by resolution of said Board, which resolution may contain a provision to the effect that the system constructed and in use by virtue of this contract shall thereupon become the property of the City without proceedings at law or in equity. Provided, however, that such action by the Board shall not be taken until the Board shall give notice to the Company to appear before it on a certain day not less than ten (10) days after the date of such notice, to show cause why such resolution declaring the contract forfeited should not be adopted. In case the Company fails to appear action may be taken by the Board forthwith.

Twenty-third—If at any time the powers of the Board or any other of the authorities herein mentioned or intended to be mentioned, shall be transferred by law to any other board, authority, officer or officers, than 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.

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

Twenty-fifth—The words "streets and avenues" or "streets or avenues" wherever used in this contract, shall be deemed to mean streets, avenues, highways, parkways, driveways, concourses, boulevards, bridges, viaducts, tunnels, public places or any other property to which the City has title or over which the public has an easement included within the limits of the territory in which the Company is hereby authorized to operate.

Twenty-sixth—The grant of this privilege is subject to whatever right, title or interest the owners of abutting property or others may have in and to the streets and avenues of the territory in which the Company is authorized to operate by this contract.

Sec, 3. Nothing in this contract shall be construed as in any way limiting the present or future jurisdiction of the Public Service Commission under the Laws of the State of New York.

Sec. 4. 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,
[CORPORATE SEAL.] By.........................., Mayor.
Attest: ...., City Clerk.
MERCANTILE BURGLAR ALARM COMPANY,
[SEAL.] By........................, President.
Attest: ...., Secretary.

(Here add acknowledgements.)

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 Cahill-Telharmonic Company.

A communication was received from His Honor the Mayor designating the "Sun" and the "New York Press" as the two daily newspapers in which the notice of hearing on the form of contract for the grant of a franchise to the New York Cahill-Telharmonic Company should be published pursuant to law.

Which was ordered filed.

The public hearing was opened on the form of contract for certain modifications and amendments to contract dated March 9, 1911, granting the New York Cahill-Telharmonic Company a franchise to construct, maintain and operate suitable wires or other electrical conductors under the streets and avenues within the Borough of Manhattan and that portion of the Borough of The Bronx west of the Bronx River for the purpose of distrubuting music electrically.

The hearing was fixed for this day by resolution adopted July 11, 1912.

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

No one appeared in opposition to or in favor of the proposed grant and the Chair declared the hearing closed.

The following was offered:

> Resolved, That the Board of Estimate and Apportionment hereby consents to certain modifications and amendments in the terms and conditions of the said contract of March 9, 1911, such modified and amended terms and conditions being fully set forth and described in the following form of proposed contract for the grant thereof, embodying such terms and conditions as modify or alter said contract of March 9, 1911, which said contract otherwise remains unchanged as to all the other terms and conditions expressed therein, 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 , 1912, 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 Cahill Telharmonic Company (hereinafter called the Company), party of the second part, witnesseth:

Whereas, The City did by contract dated March 9, 1911, grant to the Company the right and privilege to lay, construct, maintain and operate suitable wires or other electrical conductors in conduits under the streets and avenues within the territory comprised in the Borough of Manhattan and that part of the Borough of The Bronx west of the Bronx River for the purpose of operating a telharmonic system, that is, a system for the generation and distribution of music electrically within the said territory, and for no other purpose; and

Whereas, The Company has by a petition verified June 10, 1912, applied to the Board for certain modifications in and to said contract dated March 9, 1911;

Now, therefore, 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 consents, subject to the conditions and provisions hereinafter set forth, to certain modifications or amendments to the said right or privilege as expressed and contained in said contract dated March 9, 1911, said modifications or amendments to be as follows:

First—Section 2, clause ninth, shall be stricken out and the following substituted therefor:

> "Ninth—The Company shall commence the construction of its lines or the distributing of music hereunder on or before January 1, 1914, and within five (5) years thereafter shall either have in operation not less than twenty-five hundred (2,500) music outlets or else shall have not less than five hundred thousand dollars ($500,000) invested in plant in The City of New York; otherwise the Board may, after three (3) months' notice, and if the default is not remedied in such three (3) months, declare all rights under this contract forfeited."

Second—Section 2, clause second, paragraph (a) and that portion of section 2, clause second, paragraph (b) reading as follows:

> "During the first term of five (5) years an annual sum which shall in no case be less than two thousand five hundred dollars ($2,500), and which shall be equal to three (3) per cent. of its gross annual receipts if such percentage shall exceed the sum of two thousand five hundred dollars ($2,500).
>
> "During the second term of five (5) years an annual sum which shall in no case be less than five thousand dollars ($5,000), and which shall be equal to three (3) per cent. of its gross annual receipts, if such percentage shall exceed the sum of five thousand dollars ($5,000)."

—shall be stricken out, and the following substituted therefor:

> "(a) The sum of one thousand dollars ($1,000) in cash on or before January 1, 1913, the further sum of three thousand dollars ($3,000) on or before December 30, 1913, and the further sum of six thousand dollars ($6,000) on or before December 30, 1914.
>
> "(b) During the term expiring September 30, 1911, a sum which shall be at the rate of not less than two thousand five hundred dollars ($2,500) per annum, and which shall be equal to three (3) per cent. of its gross receipts during said term if such percentage shall exceed a sum which would be at the rate of two thousand five hundred dollars ($2,500) per annum for said term.
>
> "During the succeeding term expiring March 9, 1916, an annual sum which shall in no case be less than one thousand two hundred and fifty dollars ($1,250), and which shall be equal to four (4) per cent. of its gross annual receipts if such percentage shall exceed the sum of one thousand two hundred and fifty dollars ($1,250).
>
> "During the second term of five (5) years an annual sum which shall in no case be less than two thousand five hundred dollars ($2,500), and which shall be equal to four (4) per cent. of its gross annual receipts if such percentage shall exceed the sum of two thousand five hundred dollars ($2,500)."

Third—That portion of section 2, clause second, paragraph (b) reading as follows:

> "All annual charges as above shall be paid into the treasury of the City on November 1 of each year and shall be for the amount due to September 30, next preceding."

—shall be stricken out and the following substituted therefor:

> "All annual charges as above shall be paid into the treasury of the City on November 1 of each year and shall be for the amount due to September 30, next preceding, except the annual charges for the years ending September 30, 1911, and September 30, 1912; which charges shall be paid on or before November 1, 1914."

Section 2. This grant is subject to the condition that all the terms and conditions contained in the said contract dated March 9, 1911, except as herein modified and amended, shall remain in full force and effect.

Section 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.
[CORPORATE SEAL] By...................Mayor.
Attest: ....City Clerk.
NEW YORK CAHILL TELHARMONIC COMPANY.
[SEAL] By..................President.
Attest: ....Secretary.

(Here add acknowledgments.)

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 Connecting Railroad.

A communication was received from the Public Service Commission for the First District transmitting and serving upon the City certified copy of resolution adopted by said Commission granting the application of the New York Connecting Railroad for the approval of changes in its route.

Which was ordered filed.

New York City Interborough Railway Company.

A communication was received from the Public Service Commission for the First District transmitting and serving upon the City certified copy of resolution adopted by said Commission directing a hearing upon the application of the New York City Interborough Railway Company for the approval of a declaration of abandonment of portions of its route.

Which was ordered filed.

The Staten Island Railway Company.

The Secretary presented the following:

Bureau of Franchises, September 5, 1912.

Hon. William J. Gaynor, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—The Staten Island Railway Company has, in a petition dated August 5, 1912, applied to the Board of Estimate and Apportionment for a franchise to construct, maintain and operate a second or additional standard guage railroad track over and across the following streets in the Fifth Ward, Borough of Richmond: Huguenot Avenue, Amboy Road, Seguine Avenue, Bay View Avenue, Manee Avenue, Woodvale Avenue, Sharrot Avenue and Amboy Road.

It is recommended that October 24, 1912, be fixed as the date for the preliminary hearing upon the petition, as required by law, and that his Honor the Mayor be requested to designate two daily newspapers in which the petition and notice of hearing shall be published.

A resolution to this effect is herewith transmitted. Respectfully,

HARRY P. NICHOLS, Engineer, Chief of Bureau.

New York, August 5, 1912.

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

We hereby petition The City of New York for franchise rights for one additional standard railroad track over and across Huguenot avenue, Amboy road, Seguine avenue, Bay View avenue, Manee avenue, Woodvale avenue, Sharrot avenue and Amboy road, near pleasant Plains Station, in the 5th Ward of the Borough of Richmond, City of New York, for a term of twenty-five years, with renewal privileges for twenty-five years. All in accordance with certain map submitted herewith, entitled as follows:

> "Map showing proposed standard gauge railroad track across Huguenot avenue, Amboy road, near Huguenot, Seguine avenue, Bay View avenue, Manee avenue, Woodvale avenue, Sharrot avenue and Amboy road, at Pleasant Plains Station, in the 5th Ward, Borough of Richmond, City of New York, to accompany petition of the Staten Island Railway Company to the Board of Estimate and Apportionment, City of New York, dated August 2, 1912.
>
> C. C. F. BENT, Vice-President."

W. B. Redgrave, Engineer, Maintenance of Way.

THE STATEN ISLAND RAILWAY COMPANY, by C. C. F. Bent, Vice-President.

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

On this 5th day of August, 1912, before me personally came C. C. F. Bent, to me known and known to me to be the same person described in and who signed the foregoing, and he thereupon acknowledged to me that he had signed the same.

R. N. STEVENS, Notary Public, Rockland County, New York. Certificate Filed in New York County.

The following was offered:

Whereas, The foregoing petition from the Staten Island Railway Company, dated August 5, 1912, was presented to the Board of Estimate and Apportionment at a meeting held September 19, 1912.

Resolved, That in pursuance of law this Board sets Thursday, the 24th day of October, 1912, at 10.30 o'clock in the forenoon, and room 18 (Aldermanic Chamber) 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 two (2) 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.

The petition was then referred to the Bureau of Franchises.

New York, Westchester and Boston Railway Company.

The Secretary presented the following:

New York, Westchester and Boston Railway Company, President's Office, Grand Central Terminal, New York, August 2, 1912.

Bureau of Franchises, Board of Estimate and Apportionment, 277 Broadway, New York City:

Dear Sirs—I beg to notify you that effective 5 a .m., Saturday, August 3, 1912, this Company's line between Adams street and the junction of the New York, New Haven and Hartford Railroad at East 174th street, New York, will be opened for commercial operation; New York, Westchester and Boston Railway train service to be extended over the tracks of the Harlem Branch of the New Haven Company between that point and Willis avenue, New York City, under lease.

The line from Mamaroneck avenue, White Plains, to the terminal at Westchester avenue, White Plains, will also be open for commercial service, effective this same date.

With the opening of the line between the above limits for commercial service, the entire line of the New York, Westchester and Boston Railway, at present under construction, will be in operation. Yours truly, L. S. MILLER, President.

Which was ordered filed.

Unauthorized Bridges—Interborough Rapid Transit Company.

In the matter of the communication from the President of the Borough of Manhattan calling attention to certain unauthorized bridges across streets and sidewalks in the Borough of Manhattan and suggesting the matter be taken up so as to legally authorize such structures where unobjectionable and in order that proper compensation may be made therefor.

At the meeting of May 23, 1912, a report was received from the Bureau of Franchises stating certain bridges were constructed by the Interborough Rapid Transit Company over the streets and sidewalks connecting the railway of the Manhattan Railway Company with certain premises along the line of its route. The report stated these bridges were constructed by the Interborough Company at the expense of the owners or occupants of the premises affected and by resolution duly adopted the railroad company was directed to present a petition by June 15, 1912, for the right to maintain said structures.

At the meeting of July 11, 1912, a report was received from the Bureau of Franchises stating the Company had neglected to reply to the resolution and the Counsel for the Company had stated his Company would take no action toward complying with the orders of the Board and by resolution duly adopted the Company was directed to show cause by September 1, 1912, why petitions to legalize the structures should not be presented or the structures be removed.

A communication was received from the Vice-President and General Manager of the Company acknowledging receipt of resolutions of July 11, 1912.

The Secretary presented the following:

Bureau of Franchises, September 12, 1912.

Hon. William J. Gaynor, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—The President of the Borough of Manhattan heretofore addressed the Board of Estimate and Apportionment with reference to a number of connecting bridges existing over the streets and sidewalks in the Borough of Manhattan, and recommended that this Bureau be directed to take action leading to the payment of proper compensation to the City by the owners of said bridges.

On November 9, 1911, the Board adopted a resolution directing this Bureau to serve notice on those maintaining such structures to furnish their authority for so doing, or to present petitions to the Board for permission to continue so to do. Notices were served as directed, with the result that the Interborough Rapid Transit Company claimed that the structures connecting some of its elevated railway stations with adjoining office buildings and department stores were erected under the franchises held by the elevated railway system, and no petitions were presented for permission to continue to maintain the bridges.

At the meeting of the Board held May 23, 1912, an opinion from the Corporation Counsel was presented, advising that the said structures connecting with the elevated railway are being maintained illegally and that notice should be served upon the owners thereof that application should be made by the Railway Company to the Board for the right to continue to maintain the bridges. A resolution was adopted at the same meeting, directing the Interborough Rapid Transit Company, as lessee of the Manhattan Railway Company, to present petitions for such right on or before June 15, 1912, and requesting said Company to advise the Board on or before June 1 of its intentions with regard to complying with such direction. A copy of the resolution was forwarded to the Interborough Rapid Transit Company, but no petitions have been presented and no notice given of the Company's intentions.

The office of the Company's Counsel was communicated with over the telephone and I was advised that no action would be taken by the Company towards complying with the resolution.

This attitude of the Company was reported to the Board at the meeting held July 11, 1912, and a resolution was adopted the same day directing the Company to show cause, on or before September 1, 1912, why the required petitions should not be presented to the Board or why, in the absence of such petitions, said structures should not be required to be removed from within the lines of the streets.

A copy of said resolution was forwarded to the Interborough Rapid Transit Company, but the Company has not complied with the direction and has made no reply except to acknowledge the receipt of the same.

The case of Gimbel Brothers, New York, maintaining a department store on the westerly side of Sixth Avenue, between 32nd and 33rd Streets, in the Borough of Manhattan, is somewhat parallel. In that case it was reported to the Board in March, 1911, that the Company was erecting a bridge connecting its store with the downtown elevated railway station at 33rd Street and Sixth Avenue, without proper authority. The work of construction was interrupted by the City authorities for want of proper permits and subsequently Gimbel Brothers presented a petition to the Board for permission to construct and maintain the bridge, and consent was granted by resolution adopted by the Board on June 8, 1911, and approved by the Mayor June 9, 1911. Under the terms and conditions of this consent, the City receives the sum of $1,800 per annum during the first term of five years, and $1,890 per annum during the second term of five years.

In view of the opinion of the Corporation Counsel and of the failure of the Interborough Rapid Transit Company to take any notice whatsoever of the directions of the Board, either with respect to presenting petitions or submitting reasons why petitions should not be presented, I can see no other proper course of action than the removal of the structures from within the lines of the streets.

I would therefore suggest that a resolution be adopted directing the Interborough Rapid Transit Company, as lessee of the Manhattan Railway Company, to entirely remove the said structures by November 1, 1912, and, in the event of the Company failing so to do, directing the President of the Borough of Manhattan to forthwith proceed with the removal of the said structures, at the expense of the Interborough Rapid Transit Company. Respectfully,

HARRY P. NICHOLS, Engineer, Chief of Bureau.

J. O. Nichols, counsel, Manhattan Railway Company, appeared on its behalf.

The following was offered:

Whereas, A resolution was adopted by the Board of Estimate and Apportionment on May 23, 1912, directing the Interborough Rapid Transit Company, as lessee of the Manhattan Railway Company, to present petitions to this Board on or before June 15, 1912, for the right to continue to maintain and operate certain unauthorized bridges connecting the railways of the Sixth Avenue Elevated Railway Company and Ninth Avenue Elevated Railway Company, with certain premises along the lines of the routes of said railways, and also connecting certain north and south bound stations of said railways; and

Whereas, The said Interborough Rapid Transit Company failed and neglected to present the said petitions as directed; and

Whereas, A resolution was adopted by the Board of Estimate and Apportionment on July 11, 1912, directing the said Interborough Rapid Transit Company, as lessee of the Manhattan Railway Company, to show cause on or before September 1, 1912, why the petitions required by the above-mentioned resolution should not be presented to this Board or why, in the absence of such petitions, the said structures should not be required to be removed from within the lines of the streets; and

Whereas, The said Interborough Rapid Transit Company and the Manhattan Railway Company have failed and neglected to show cause as directed; now, therefore, be it

Resolved, That said Interborough Rapid Transit Company, as lessee of the Manhattan Railway Company, be and it hereby is directed to completely remove the said bridges from within the lines of the streets on or before November 1, 1912, and, in the event or the said Company failing or neglecting so to do by the date specified, the President of the Borough of Manhattan be and he hereby is directed to immediately proceed with the removal of the said structures from within the lines of the streets, at the expense of the said Interborough Rapid Transit Company, and advise the Board when such work has been completed and the cost thereof.

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 and Long Island Traction Company.

In the matter of the communication from the South Ozone Park Association requesting this Board to take up the matter of the double tracking of the street surface railway of the New York and Long Island Traction Company between the terminal of the elevated railroad at Grant avenue and the City limits at Rosedale.

At the meeting of July 11, 1912, a report was received from the Bureau of Franchises reciting the history of the matter and suggesting action be deferred and all rights reserved under the franchise to take such action as was deemed necessary in the future.

The papers were thereupon ordered filed and a copy of the report forwarded to the complainant.

A communication was received from the Secretary of the Association discussing the report and the action taken thereon.

Which was ordered filed.

New York and Queens County Railway Company.

In the matter of the petition of the New York and Queens County Railway Company for a franchise to construct, maintain and operate a second or additional track on certain portions of its College Point-Flushing and Flushing-Jamaica lines, Borough of Queens.

At the meeting of July 15, 1912, the President of the Board of Aldermen reported on behalf of the Franchise Committee that while said Committee had offered various concessions in the usual form of contract granting franchises, the company declines to accept any contract which contained the usual tax clause.

Action was then deferred until this day.

The matter was laid over until the meeting of October 10, 1912.

Manhattan Bridge Three-Cent Line.

A communication was received from the Public Service Commission for the First District transmitting certified copy of resolution adopted by said Commission granting the application of the Manhattan Bridge Three-Cent Line for the exercise of its franchise to construct, maintain and operate a street surface railway in accordance with contract between the City and the Company, dated July 10, 1912.

Which was ordered filed.

Brooklyn and North River Railroad Company.

A communication was received from the Public Service Commission for the First District transmitting certified copy of resolution adopted by said Commission granting the application of the Brooklyn and North River Railroad Company for a certificate of public convenience and necessity for a street railroad in the Boroughs of Manhattan and Brooklyn.

Which was ordered filed.

Rapid Transit Railways.

A resolution was received from the Williamsbridge and Wakefield Rapid Transit Committee, adopted at a meeting of said Committee, in favor of additional rapid transit railways in the Borough of The Bronx.

Which was ordered filed.

New York Dock Railway.

A communication was received from the Public Service Commission for the First District transmitting certified copy of resolution adopted by said Commission granting the application of the New York Dock Railway for the approval of the exercise of its franchise to construct, maintain and operate a street surface railway upon and across certain streets in the Borough of Brooklyn.

Which was ordered filed.

Consents of abutting property owners were received to the construction, maintenance and operation of certain railroad tracks of the New York Dock Railway across Imlay, Bowne, Commerce, Baltic and Joralemon streets, Borough of Brooklyn.

This franchise was granted by contract dated July 25, 1912, and the consents are filed in accordance with section 2, first of contract.

The Secretary presented the following:

Bureau of Franchises, August 2, 1912.

Hon. William J. Gaynor, *Chairman of the Board of Estimate and Apportionment:*

Sir—The contract between The City of New York and the New York Dock Railway for the construction, maintenance and operation of railroad tracks across the intersections of Imlay and Bowne Streets and Imlay and Commerce Street, and across Baltic Street, at a point approximately 655 feet west of Columbia Street, and across Joralemon Street, at a point approximately 275 feet west of Furman Street, Borough of Brooklyn, which was executed by the President and Secretary of the Company on July 20 and July 22, 1912, respectively, and by the Mayor and City Clerk on July 25, 1912, and bears the latter date, provides in Section 2-First, in part as follows:

> "The consent in writing of the owners of half in value of the property bounded on said streets and avenues to the construction and operation of said railroad shall be obtained by the Company within one month from the signing of this contract by the Mayor, and a copy of such consents shall be filed with the Board within such time * * * otherwise this grant shall cease and determine."

Pursuant to this provision, the Company on July 30, 1912, filed with the Board of Estimate and Apportionment a certified copy of the consent of the New York Dock Company to the construction, operation and maintenance of the tracks by the New York Dock Railway at the points above described. Said consent is dated July 15, 1912, and was recorded in the office of the Register of Kings County, as required by law, on July 26, 1912.

An examination of the consent filed shows that the New York Dock Company is the owner of all the property abutting on the crossings at Joralemon and Baltic Streets. That at the intersection of Imlay and Bowne Streets the total assessed valuation of the abutting property is $212,150, and consents have been obtained amounting to $182,150, or a surplus of $76,075 over the required fifty per cent., and that at the intersection of Imlay and Commerce Streets the total assessed valuation of the abutting property is $141,400, and consents have been obtained to the value of $131,900, or a surplus of $61,200 over the required 50 per cent.

It would, therefore, appear that the Company had complied with the requirements of the contract in relation to obtaining and filing property owners' consents. Inasmuch as the grant covered by the contract is for the purpose of legalizing the existence of tracks heretofore constructed and operated without authority, there is no provision in the contract relative to the commencement and completion of construction. It is recommended that the consents of the abutting property owners be accepted and a resolution to this effect is herewith transmitted. Respectfully,

HARRY P. NICHOLS, Engineer, Chief of Bureau.

The following was offered:

Resolved, That the copies of consents of abutting property owners to the construction, maintenance and operation of railroad tracks across the intersections of Imlay and Bowne Streets and Imlay and Commerce Streets, and across Baltic Street west of Columbia Street, and across Joralemon Street west of Furman Street by the New York Dock Railway, filed with this Board July 30, 1912, be and they hereby are accepted.

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.

Standard Oil Company; Tidewater Pipe Company, Ltd.

A communication was received from the Standard Oil Company stating the construction of the three tunnels, one across Richmond terrace, one across Western avenue, and one across Washington avenue, Borough of Richmond, was commenced August 26, 1912.

This consent was granted by resolution adopted by this Board July 15, 1912, approved by the Mayor July 22, 1912, and the notice is given in conformity with section 13 of the consent.

The communication was ordered filed.

New York Centadrink Company.

In the matter of the consent granted the New York Centadrink Company to install certain drinking water fountains in locations designated by the Department of Bridges, in the Borough of Manhattan.

This consent was granted by resolution adopted by this Board July 11, 1912, approved by the Mayor July 16, 1912.

The Secretary presented the following:

New York Centadrink Company, 1440 Broadway, New York, August 30, 1912.

Board of Estimate and Apportionment, 277 Broadway, New York City.

Gentlemen—Please take notice that in pursuance of a designation by the Commissioner of the Department of Bridges, dated August 20, 1912, we have installed four Centadrink machines in locations as follows:

1. On the promenade level of the Manhattan terminal of the Brooklyn Bridge, between the men's toilet and trolley car loop No. 4.
2. On the promenade level of the Manhattan terminal of the Brooklyn Bridge between the women's toilet and trolley car loop No. 4.
3. On the mezzanine floor of the Manhattan terminal of the Brooklyn Bridge just west of the entrance from the southerly stairway on the east side of Park row.
4. On the mezzanine floor of the Manhattan terminal of the Brooklyn Bridge at the northerly side of structure between the stairway leading to the station of the Third Avenue Elevated Railroad and the entrance from the northerly stairway on the east side of Park row.

Also in pursuance of a designation by the Commissioner of the Department of Bridges, dated August 23, 1912, we have installed three Centadrink machines in locations as follows:

1. In the Manhattan Subway station of the Williamsburg Bridge near the westerly wall west of Norfolk street, adjacent to the foot of exit stairway at the northwest corner of the station.
2. In the Manhattan Subway station of the Williamsburg Bridge, near the northerly wall and directly under Norfolk street.
3. On the footwalk of the Manhattan approach of the Williamsburg Bridge near centre of esplanade and just east of the vault lights over the emergency room at Clinton street.

Yours very truly, J. S. LOUCHEIM, Treasurer.

Which was ordered filed.

Communications from the Mayor's Office.

Communications were received from the Mayor's office returning duly approved by His Honor the Mayor on July 16, 1912, resolutions adopted by this Board July 11, 1912, as follows:

(a) Granting the Staten Island Rapid Transit Railway Company a franchise to construct, maintain and operate two additional standard gauge railroad tracks, one over and across Nicholas Avenue and the other over and across Granite Avenue, in the Third Ward, Borough of Richmond.

(b) Granting the New York Dock Railway a franchise to construct, maintain and operate certain railroad tracks across Imlay, Bowne, Baltic and Joralemon Streets, Borough of Brooklyn.

(c) Granting the New York, Westchester & Boston Railway Company an extension of time until September 2, 1912, to complete the construction of its railroad as far south as East 174th Street, Borough of The Bronx.

(d) Granting the Richmond Light and Railroad Company an extension of time to December 12, 1912, to comply with the provisions of contract dated June 5, 1911, granting said Company a franchise.

(e) Consenting to a grant in fee to the Harlem River and Port Chester Railroad Company by the Commissioners of the Land Office of certain land under water of Eastchester Creek, Borough of The Bronx.

(f) Granting the Tuttle and Bailey Manufacturing Company permission to construct, maintain and use a tunnel under and across North 10th street, east of Wythe Avenue, Borough of Brooklyn.

(g) Granting the Ward Bread Company permission to construct, maintain and use a concrete conduit under and across Wales Avenue north of East 142nd Street, Borough of The Bronx.

(h) Granting the New York Centadrink Company permission to install, maintain and use automatic drinking water fountains on the approaches to the City bridges connecting the Boroughs of Manhattan and Brooklyn.

(i) Granting the United States Realty and Improvement Company permission to construct and maintain a single span steel bridge over and across Thames Street, west of Broadway, Borough of Manhattan.

(j) Granting the New York Times Company and the New York Times Building Company permission to jointly construct, maintain and use a concrete conduit under and across Seventh Avenue and West 43rd Street, Borough of Manhattan.

(k) Approving the plans and conclusions and consenting to the construction of a rapid transit railway known as Modification of Southern Boulevard and Whitlock Avenue Route.

(l) Approving the plans and conclusions and consenting to the construction of an additional rapid transit railway known as Sixty-seventh Street, Brooklyn and Staten Island Route.

(m) Approving the proposed certificate of grant to the Hudson and Manhattan Railroad Company further modifying certificate dated February 2, 1905, to the New York and Jersey Railroad Company.

(n) Revoking consent granted Western Electric Company to install, maintain and use a tunnel under and across Bank Street, west of Washington Street, Borough of Manhattan.

(o) Returning duly approved by His Honor the Mayor on July 16, 1912, resolutions adopted by this Board July 15, 1912, granting the Receivers of the South Shore Traction Company certain modifications and amendments to the contract dated May 20, 1909, granting the South Shore Traction Company a franchise to construct, maintain and operate a street surface railway upon, along and over the Queensboro Bridge and various streets and avenues in the Borough of Queens from the Manhattan Terminus of said bridge to the boundary line of Nassau County; and consenting to the sale and assignment of said contract to the Manhattan and Jamaica Railway Company.

Returning duly approved by His Honor the Mayor on July 22, 1912, resolutions adopted by this Board July 15, 1912, as follows:

(p) Granting the Standard Oil Company and the Tidewater Pipe Company, Limited, permission to construct, maintain and use three tunnels in the Borough of Richmond.

(q) Granting the New York Central and Hudson River Railroad Company permission to construct, maintain and use a temporary railroad track across Exterior Street and across Broadway, Borough of The Bronx.

The Secretary presented the following:

Bureau of Franchises, September 13, 1912.

Hon. William J. Gaynor, *Mayor, Chairman, Board of Estimate and Apportionment:*

Sir—By resolutions adopted by the Board of Estimate and Apportionment July 11, 1912, approved by the Mayor July 16, 1912, the following privileges were authorized:

(a) Granting the Staten Island Rapid Transit Railway Company a franchise to construct, maintain and operate two additional standard gauge railroad tracks, one over and across Nicholas Avenue and the other over and across Granite Avenue, in the Third Ward, Borough of Richmond.

(b) Granting the New York Dock Railway a franchise to construct, maintain and operate certain railroad tracks across Imlay, Bowne, Baltic and Joralemon Streets, Borough of Brooklyn.

(c) Granting the New York, Westchester & Boston Railway Company an extension of time until September 2, 1912, to complete the construction of its railroad as far south as East 174th Street, Borough of The Bronx.

(d) Granting the Richmond Light and Railroad Company an extension of time to December 12, 1912, to comply with the provisions of contract dated June 5, 1911, granting said Company a franchise.

(e) Consenting to a grant in fee to the Harlem River and Port Chester Railroad Company by the Commissioners of the Land Office of certain land under water of Eastchester Creek, Borough of The Bronx.

(f) Granting the Tuttle and Bailey Manufacturing Company permission to construct, maintain and use a tunnel under and across Wythe Avenue, Borough of Brooklyn.

(g) Granting the Ward Bread Company permission to construct, maintain and use a concrete conduit under and across Wales Avenue north of East 142nd Street, Borough of The Bronx.

(h) Granting the New York Centadrink Company permission to install, maintain and use automatic drinking water fountains on the approaches to the City bridges connecting the Boroughs of Manhattan and Brooklyn.

(i) Granting the United States Realty and Improvement Company permission to construct and maintain a single span steel bridge over and across Thames Street, west of Broadway, Borough of Manhattan.

(j) Granting the New York Times Company and the New York Times Building Company permission to jointly construct, maintain and use a concrete conduit under and across Seventh Avenue and West 43rd Street, Borough of Manhattan.

(k) Approving the plans and conclusions and consenting to the construction of a rapid transit railway known as Modification of Southern Boulevard and Whitlock Avenue Route.

(l) Approving the plans and conclusions and consenting to the construction of an additional rapid transit railway known as Sixty-seventh Street, Brooklyn, and Staten Island Route.

(m) Approving the proposed certificate of grant to the Hudson and Manhattan Railroad Company further modifying certificate dated February 2, 1905, to the New York and Jersey Railroad Company.

By resolution adopted by the Board of Estimate and Apportionment July 11, 1912, approved by the Mayor July 16, 1912, the consent granted the Western Electric Company by resolution adopted December 22, 1910, approved by the Mayor the same day, to install, maintain and use a tunnel under and across Bank street, west of Washington Street, Borough of Manhattan, was rescinded.

The agreements required by all of the above resolutions have been executed by the respective grantees.

The Western Electric Company has filed the release required by the provisions of the resolution.

The contract with the Staten Island Rapid Transit Railway Company was executed by the Mayor and the City Clerk August 1, 1912, by the Vice President of the Railway Company July 24, 1912, and by the Secretary of the Company on the same day, and bears date August 1, 1912.

The contract with the New York Dock Railway was executed by the Mayor and the City Clerk July 25, 1912, by the President of the Company July 20, 1912, and by the Secretary of the Company July 22, 1912. The agreement accompanying the contract was executed by the President of the New York Dock Railway July 20, 1912, by the Secretary of the New York Dock Railway July 22, 1912, by the President of the New York Dock Company July 24, 1912, and by the Assistant Secretary of the New York Dock Company July 24, 1912, and both agreement and contract bear date July 25, 1912.

By resolutions adopted by the Board of Estimate and Apportionment July 15, 1912, approved by the Mayor July 16 and 22, 1912, the following privileges were authorized.

(a) Granting the Receivers of the South Shore Traction Company certain modifications and amendments to the contract dated May 20, 1909, granting the South Shore Traction Company a franchise to construct, maintain and operate a street surface railway upon, along and over the Queensboro Bridge and various streets and avenues in the Borough of Queens from the Manhattan Terminus of said bridge to the boundary line of Nassau County (approved by the Mayor July 16, 1912).

(b) Granting the Standard Oil Company and the Tidewater Pipe Company, Limited, permission to construct, maintain and use three tunnels in the Borough of Richmond (approved by the Mayor July 22, 1912).

(c) Granting the New York Central and Hudson River Railroad Company permission to construct, maintain and use a temporary railroad track across Exterior Street and across Broadway, Borough of The Bronx (approved by the Mayor July 22, 1912).

The contract as authorized to be entered into with the South Shore Traction Company and its Receivers was forwarded to the Company for execution and has not as yet been returned to this office. The agreements required by the grants to the Standard Oil Company and the Tidewater Pipe Company, Limited, and the New York Central and Hudson River Railroad Company have been filed in this office and the grants are now in full force and effect.

Certified copies of the approved resolutions have been forwarded to the Companies and to the officials interested.

It is recommended that the papers be filed. Respectfully,

HARRY P. NICHOLS, Engineer, Chief of Bureau,

The papers were ordered filed.

New York Quotation Company.

In the matter of the petition of the New York Quotation Company for a franchise to use the subway ducts in the lower portion of the Borough of Manhattan for the construction of electric wires for telegraph purposes, and to be used exclusively for the purpose of transmitting stock and bond quotations and other notices.

This petition was presented to the Board at the meeting of June 20, 1912, and was referred to the Bureau of Franchises.

The Secretary presented the following:

Bureau of Franchises, September 11, 1912.

Hon. William J. Gaynor, *Mayor, Chairman, Board of Estimate and Apportionment:*

Sir—By petition dated June 14, 1912, and presented to the Board at its meeting held June 20, the New York Quotation Company, which had been held by the Corporation Counsel, in an opinion dated April 24, to be operating without authority in the streets of the City, applied for the franchise and privilege to use the subway ducts in the lower portion of the Borough of Manhattan for the construction of electric wires for telegraph purposes; the said wires to be used exclusively for the purposes of transmitting stock and bond quotations and other notices. This petition was referred to this Bureau and the same is now under investigation for the purpose of preparing a form of contract to be submitted to the Board.

It is therefore recommended that a preliminary public hearing upon this application be held by the Board and for this purpose Thursday, October 24, is suggested.

A form of resolution fixing the said date for public hearing and requesting the Mayor to designate two daily newspapers in which to publish the notice of the same is transmitted herewith. Respectfully,

HARRY P. NICHOLS, Engineer, Chief of Bureau,

To the Board of Estimate and Apportionment:

The New York Quotation Company, a corporation organized under "An Act for the incorporation and regulation of Telegraph Companies," enacted April 12, 1848, and the several acts amendatory thereof, hereby applies for a franchise, to do the business of transmitting stock and bond quotations by telegraph, from the New York Stock Exchange, in the portion of the Borough of Manhattan, City of New York, herein specified, with permission to use the subway ducts within the territory so specified, and to construct and conduct to and through such subway ducts, electric wires for telegraph purposes, and to use and operate the same exclusively, for the purpose of the business of transmitting stock and bond quotations, and dividend and other notices.

The territory in The City of New York in which the Company proposes to operate is that portion of the Borough of Manhattan, City of New York, extending from the Battery to the north side of Chambers street, and from the East River to the North River, between the said boundaries and the said side of Chambers street.

The period for which the said franchise is desired is the period of twenty-five (25) years.

Dated New York, June 14, 1912. Respectfully submitted,

NEW YORK QUOTATION COMPANY,

[Seal.] By A. B. Chandler, Vice-President.

Attest: Geo. W. Casper, Secretary.

State and County of New York, ss.:

On this 14th day of June, 1912, before me personally came Albert B. Chandler, to me known and known to me, and being by me duly sworn, did depose and say that he resides at 389 Clinton avenue, Borough of Brooklyn, City, County and State of New York; that he is the Vice-President of the New York Quotation Company, the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is the said corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name thereto by like order.

[SEAL.] HERMAN GOLDMAN, Notary Public, New York County; New York County No. 67; New York Register No. 4036.

The following was offered:

Whereas, The foregoing petition from the New York Quotation Company, dated June 14, 1912, was presented to the Board of Estimate and Apportionment at a meeting held June 20, 1912.

Resolved, That, in pursuance of law this Board sets Thursday, the 24th day of October, 1912, at 10.30 o'clock in the forenoon, and Room 18 (Aldermanic Chamber) 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 two (2) 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.

Manhattan and Jamaica Railway Company; South Shore Traction Company.

Communications were received from the Public Service Commission for the First District transmitting certified copies of resolutions adopted by said Commission as follows:

(a) Authorizing the issuance of certificate of convenience and necessity for a street railroad to the Manhattan and Jamaica Railway Company.

(b) Granting the application of the South Shore Traction Company for the approval of the exercise of an amended franchise and the assignment thereof to the Manhattan and Jamaica Railway Company.

Which were ordered filed.

Pole Lines.

The Secretary presented the following:

The City of New York, Office of the President of the Borough of Brooklyn, Brooklyn, July 26, 1912.

Mr. JOSEPH HAAG, *Secretary, Board of Estimate and Apportionment:*

Dear Sir—At a meeting of the Bushwick Local Board held on the 25th instant in the Borough of Brooklyn, N. Y., a resolution requesting certain action on the part of the Board of Estimate and Apportionment, with reference to poles and wires now erected and maintained upon Bushwick avenue, between Myrtle avenue and Jamaica avenue, was adopted, a copy of which resolution I enclose herewith.

Yours very truly, REUBEN L. HASKELL, Borough Secretary.

Bureau of Franchises, September 13, 1912.

Hon. WILLIAM J. GAYNOR, *Mayor, Chairman, Board of Estimate and Apportionment:*

Sir—By a communication dated July 26, 1912, the Borough Secretary of the Borough of Brooklyn transmits to the Board of Estimate and Apportionment a copy of a resolution of the Bushwick Local Board adopted July 25, requesting the Board of Estimate and Apportionment to require the removal of the poles and wires in Bushwick Avenue, between Myrtle and Jamaica Avenues, Borough of Brooklyn.

Shortly after the receipt of this communication, this Bureau addressed the Commissioner of Water Supply, Gas and Electricity and the Fire Commissioner regarding the same. The Commissioner of Water Supply, Gas and Electricity was requested to inform the Board as to the companies having wires and poles upon this street within the limits named and the Fire Commissioner was requested to advise as to whether the Fire Department had any wires on the said poles.

In answer to these requests, the Commissioner of Water Supply, Gas and Electricity has, by a communication dated September 10, advised that practically all of the poles are owned by the Edison Electric Illuminating Company of Brooklyn and carry from two to twenty wires owned by the New York Telephone Company, the Edison Electric Illuminating Company and the Fire Department. This communication also states that the department is in favor of the adoption of a resolution requiring the removal of the said wires and the placing of the same underground, except for the section lying between the Long Island Railroad crossing and Jamaica Avenue, which, it is stated, might reasonably be excepted from this requirement.

No information has, as yet, been received from the Fire Department, and as it will, no doubt, be necessary to know before taking any action in this matter whether that department is in a position to remove the wires which it may have on this street, it is recommended that the request of the Bushwick Local Board be laid over awaiting a reply from the Fire Commissioner, and that the matter be refered back to this Bureau. Respectfully, HARRY P. NICHOLS, Engineer, Chief of Bureau.

The matter was referred to the Bureau of Franchises.

New York Independent Telephone Company.

In the matter of the use and occupation of the streets without authority.

By resolution adopted July 11, 1912, this Company was granted an extension of time until August 31, 1912, to advise of its intentions in regard to complying with resolution adopted by this Board May 23, 1912, and until September 7, 1912, to submit to this Board a verified petition for a franchise if it desires to continue the use of the streets.

The Secretary presented the following:

William H. Page, 32 Liberty Street, New York, August 30, 1912.

Board of Estimate and Apportionment, 277 Broadway, New York City:

Gentlemen—Referring to your resolution of the 11th ultimo extending the time of the New York Independent Telephone Company until September 1st to signify its intention to apply for a franchise, and until September 6th to file a petition for the same, said company asks a further extension of time, for reasons as follows:

It desires, if in any way practicable, to meet your requirements and to apply for a new franchise in New York City. To that end it is prosecuting investigations with diligence. These require the preparation of extensive statistics and plans by experts to enable its officers to know at what rates it can offer to serve the public, what compensation it can afford to pay to the City; what the cost of the plant and system is to be; what its financial arrangements are to be in undertaking an enterprise the expenditures and commitments of which may be contemplated to ultimately reach a sum exceeding twenty-five millions of dollars.

It, or the Mercantile Electric Company to show rights it has duly succeeded by merger, has occupied space and ducts in sundry streets of this City with its wires doing a business involving telephoning and telegraphing under the Transportation Corporations Law, under permits duly issued by the City authorities since the year 1894.

It has already paid its special franchise tax to the City for the year ending December 31, 1912.

It has also paid the State its tax upon gross receipts for the year ending on the same date.

It has also paid to the Empire City Subway Company the rental for the occupation of said ducts to said date.

It has paid similar taxes and rentals as due during all the intervening years since 1894 in good faith upon the assumption that it had a valid franchise to so conduct its business in said streets.

Wherefore, the undersigned asks that its time be extended until the first of January next, within which to give notice of its intention and until the sixth day of said month to file a petition in the premises.

NEW YORK INDEPENDENT TELEPHONE COMPANY,
By WM. H. PAGE, Counsel.

Bureau of Franchises, September 11, 1912.

Hon. WILLIAM J. GAYNOR, *Mayor, Chairman, Board of Estimate and Apportionment:*

Sir—The New York Independent Telephone Company, which on May 23, 1912, was called upon by the Board of Estimate and Apportionment to submit an application for a franchise to validate its use of the streets if it desired to continue such use, has under date of August 30 applied for an extension of time until January 1, 1913, within which to give notice of its intention regarding compliance with this resolution, and until January 6, 1913, to file a petition for a franchise to use the streets. This is the third application which this Company has made for an extension of time since the adoption by the Board of the resolution of May 23; the said previous application having been granted when made and the Company having under the last extension until September 7 to submit the petition. The other applications were made because of the limited extent of time given the Company under the resolution and because of the absence from the City of its Counsel. The present application is made in order to afford time for the preparation of statistics and plans to enable its officers to know at what rates it can offer to serve the public, what compensation it can afford to pay, what the cost of the plant and system would be and what financial arrangements could be made.

If the Company seriously contemplates filing an application for a franchise, if the result of this investigation would warrant it, then such investigation would appear to be one reasonably necessary, and I am willing to recommend the granting of its application. However, as so much time has elapsed since the adoption of the resolution on May 23, I do not think upon the expiration of the extension asked for any further extension should be granted to the Company, and would suggest that any resolution adopted contain a clause to this effect.

A form of resolution granting the extension applied for and declaring the same to be final is herewith submitted. Respectfully,

HARRY P. NICHOLS, Engineer, Chief of Bureau.

The following was offered:

Whereas, This Board did by resolution adopted May 23, 1912, call upon the New York Independent Telephone Company, if it desired to continue the use of the streets of the City, to submit on or before Friday, June 7, 1912, a verified petition for a franchise and to advise the Board on or before Friday, May 31, whether it intended to comply with the said resolution; and

Whereas, Upon two separate applications of the Company, it was granted extensions of time to September 7, 1912, within which to file its petition and until August 31, 1912, to advise the Board whether it intended to file the same; and

Whereas, The said Company has now applied for a further extension of time to January 6, 1913, within which to file its petition and until January 1 within which to advise the Board regarding its intentions; now, therefore, be it

Resolved, That the said New York Independent Telephone Company be and it is hereby granted an extension of time to and until Monday, January 6, 1913, to submit to this Board a verified petition for a franchise if it desires to continue the use of the streets of the City; and be it further

Resolved, That the said Company be and it is hereby granted an extension of time to and until Tuesday, December 31, 1912, to advise this Board whether it intends to comply with the above resolution; and be it further

Resolved, That this extension of time shall be considered final and the Company shall within the time now granted definitely comply with the said resolution of May 23, 1912.

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.

An application was received from the Long Island Railroad Company for permission to construct, maintain and operate a side track across Atlantic Avenue near Montauk Avenue, Borough of Brooklyn, connecting the railroad with the premises of the Crew Levick Company.

Which was referred to the Bureau of Franchises.

United States Realty and Improvement Company.

In the matter of the consent granted the United States Realty and Improvement Company to install, maintain and use a bridge over and across Thames Street, connecting premises 111 and 115 Broadway, Borough of Manhattan.

A communication was received from the Architect of the Company stating the Art Commission has approved the design and location of the bridge.

This consent was granted by resolution adopted by this Board July 11, 1912, approved by the Mayor July 16, 1912, and the notice is given in conformity with Section 6 of the consent.

The communication was ordered filed.

Vinton Contracting Company.

The Secretary presented the following:

August 27, 1912.

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

Gentlemen—We herebv petition your consent to construct a steam railroad track in Zerega Avenue, the Borough of The Bronx, from the south side of Turnbull Avenue to the north side of Ludlow Avenue, a distance of 1,460 feet; the size of track to be 36-inch gauge, and its use is to be for construction purposes in connection with a contract awarded to the Vinton Contracting Company by the President of the Borough of the Bronx for regulating, grading, etc., Zerega Avenue from Ludlow Avenue to Westchester Avenue, the principal item in which is to furnish filling which we desire to transport by cars over the proposed railroad from a dock on the property of F. V. Smith situated at Turnbull and Zerega Avenues.

The line of the proposed road is as shown on a plan accompanying this petition, lying wholly within the street lines of Zerega Avenue. The portion of the Avenue over which the proposed track is to be laid has never been regulated and graded. The property on each side of the proposed location is marsh land, is unimproved and contains no buildings of any kind.

The City of New York, owner of the property lying within the lines of Zerega Avenue, which is to be graded, will benefit because of the proposed track since this method of construction was contemplated in preparing the bid for the contract which amounts to $32,643 being $5,157 less than the next bid, which would not have been the case had it been anticipated that the material would be transported in another manner.

Trusting this application will receive your favorable consideration. Respectfully,

VINTON CONTRACTING COMPANY,
Per F. V. SMITH, President.

Bureau of Franchises, September 10, 1912.

Hon. WILLIAM J. GAYNOR, *Mayor, Chairman, Board of Estimate and Apportionment:*

Sir—The Vinton Contracting Company has presented a petition dated August 27, 1912, to the Board of Estimate and Apportionment for permission to construct, maintain and use a thirty-six inch gauge steam railroad track in Zerega Avenue, Borough of The Bronx, from the southerly side of Turnbull Avenue to the northerly side of Ludlow Avenue, a distance of about 1,460 feet, for the purpose of conveying material, principally filling from the petitioner's docks at Turnbull Avenue to Zerega Avenue from Ludlow Avenue to Westchester Avenue; the said material to be used in connection with the regulating and grading of the last-mentioned portion of Zerega Avenue under contract held by the petitioner with the City.

The petition recites that the portion of Zerega Avenue over which the proposed track is to be laid has never been regulated and graded, and the property on each side is unimproved marsh land. It is further stated that in preparing bids for the regulating and grading of the aforesaid portion of Zerega Avenue, the petitioner calculated upon using a track as proposed, with a result that its bid was some Five thousand dollars less than the next highest bidder, which would not have been the case had the estimate been made on the basis of hauling the material by wagon.

Copies of the petition with accompanying plan were forwarded to the President of the Borough of The Bronx, and to the Commissioner of Water Supply, Gas and Electricity, with a request that examinations be made by the various Bureaus of said departments having jurisdiction, with a view to ascertaining if there are any objections to the proposed track or any particular conditions necessary to be incorporated in the form of consent heretofore used by the Board for similar privileges.

The communication to the President of the Borough specifically requested to be advised as to the time allowed for the completion of the contract held by the petitioner for regulating and grading Zerega Avenue, and whether the portion of Zerega Avenue proposed to be occupied by the track has been regulated and graded and opened to public travel.

In a reply dated September 9, 1912, the Borough President has informed me that three hundred working days are allowed in the petitioner's contract for the regulating and grading of Zerega Avenue, between Ludlow Avenue and Westchester Avenue, and that Zerega Avenue, between Turnbull Avenue and Ludlow Avenue, has never been opened to public travel, except in so far as it is used by the petitioner for hauling to and from his dock. It is added that the petitioner's bid was approximately Five thousand dollars less than the next lowest bidder, and this low bid was influenced by the existence of the Vinton Contracting Company's plant near by, at Turnbull Avenue, together with the hope of obtaining consent to lay the narrow gauge track proposed. In closing the Borough President recommends the approval of the petition.

The reply from the Department of Water Supply, Gas and Electricity, dated September 7, 1912, states that a twelve-inch water main has lately been installed on the westerly side of Zerega avenue, and the plan submitted shows the proposed track over said water main. It is added, if the location of the track be changed to the easterly side of Zerega Avenue there will be no objection to the granting of the petition.

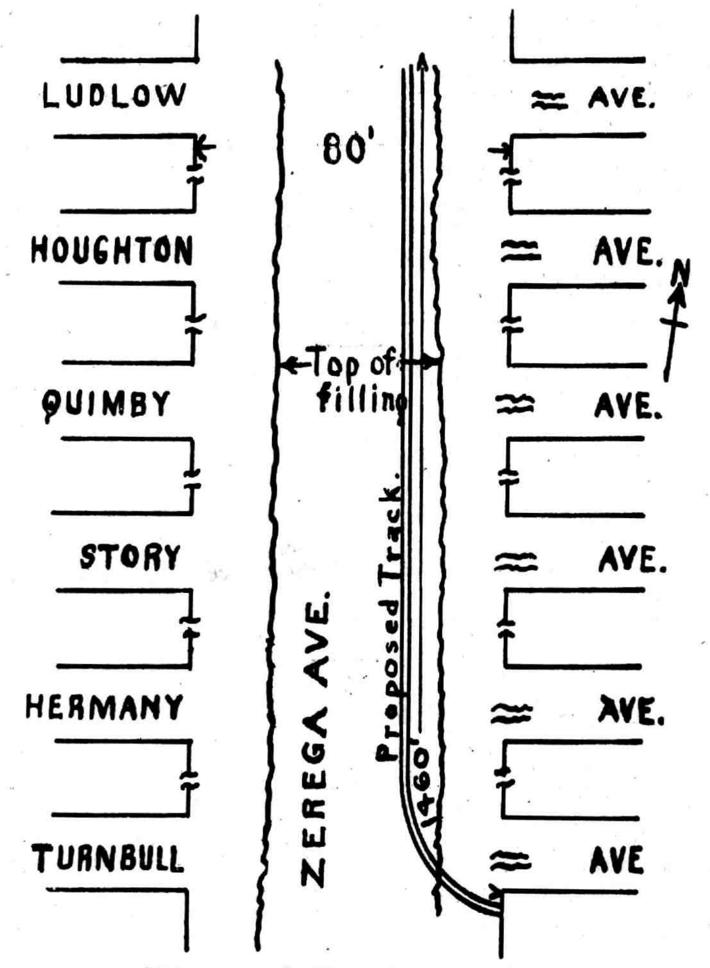
The petitioner was advised of this, and amended plans have been submitted providing for the placing of the track on the easterly side of the Avenue, thus overcoming the objection of the Department of Water Supply, Gas and Electricity.

The customary examination by this Bureau revealed that the adjacent property as stated in the petition is entirely marsh land, and has no improvements. A large sewer has been built on Zerega Avenue and filling placed thereon, the top of this fill being now about twelve feet above the adjacent marsh. The street has not been regulated and graded and opened to public travel, and there will remain ample room for wagons outside of the proposed railroad track. The City will be benefited by the track through the low bid for regulating and grading predicated on its use. As there are no objections I can see no good reason why the requested permission should not be given should the Board see fit to do so. In such case I would suggest that consent be granted only during the pleasure of the Board, but in no case to extend beyond a term of two (2) years from the date of the approval of the consent by the Mayor, and revocable upon sixty days' notice in writing. The petitioner's contract for regulating and grading provides for the completion of the work in three hundred working days, and the two years hereinbefore suggested as the duration of the consent should be sufficient to allow for all contingencies. It should be made a condition of the consent that a security deposit in the sum of One thousand dollars be required, said deposit to be in the form of either cash or securities to be approved by and deposited with the Comptroller for the faithful performance of the terms and conditions of the consent.

At the rate of charge heretofore fixed by the Board for similar tracks in the city streets, viz, four per cent. per annum of the assessed valuation of the area occupied, estimating the operation of a thirty-six inch gauge track to occupy a width of eight feet, the charge for the privilege should be the sum of One hundred dollars per annum. Such sum should be paid into the City Treasury in advance on November 1 of each year. After consultation with the petitioner it has been made a condition of the consent that the work of constructing the track shall be completed by December 1, 1912.

The customary form of resolution granting consent and containing the terms and conditions hereinabove suggested, is herewith submitted for adoption.

Yours very truly, HARRY P. NICHOLS, Engineer, Chief of Bureau.



Plan of Proposed Track for Vinton Contracting Co.

BUREAU OF FRANCHISES.

The following was offered:

Whereas, The Vinton Contracting Company has presented a petition, dated August 27, 1912, to the Board of Estimate and Apportionment, for permission to construct, maintain and use a 36-inch gauge steam railroad track in Zerega avenue, in the Borough of The Bronx, from the southerly side of Turnbull avenue to the northerly side of Ludlow avenue, a distance of about 1,460 feet, in order to convey material from the petitioner's docks at Turnbull avenue to Zerega avenue, between Ludlow and Westchester avenues, for the purpose of regulating and grading said last mentioned portion of Zerega avenue under contract with The City of New York; now, therefore, be it

Resolved, That the consent of the corporation of The City of New York be and the same is hereby given to the Vinton Contracting Company, a domestic corporation, to construct, maintain and operate a temporary 36-inch gauge steam railroad track along Zerega avenue, in the Borough of The Bronx, from the southerly side of Turnbull avenue to the northerly side of Ludlow avenue, a distance of about 1,460 feet, for the purpose of conveying material to be used in connection with the regulating and grading of Zerega avenue, between Ludlow avenue and Westchester avenue, under contract held by the petitioner with the City the location of such track to be as shown upon the plan accompanying the petition and entitled:

> "Plan showing location of proposed railroad track to be constructed in Zerega avenue, Borough of The Bronx, to accompany application dated August 27, 1912, of Vinton Contracting Company to the Board of Estimate and Apportionment, City of New York,"

—and signed "Vinton Contracting Company, by F. V. Smith, President," a copy of which is attached hereto and made a part hereof upon the following terms and conditions:

1. Said consent shall continue only during the pleasure of the Board of Estimate and Apportionment, or its successor in authority, and shall be revocable upon sixty (60) days' notice in writing to said grantee, its successors or assigns, but in no case shall said consent extend beyond a term of two years from the date of the approval of this consent by the Mayor, and thereupon all rights of the said Vinton Contracting Company, its successors or assigns, in or upon said street, by virtue of this consent, shall cease and determine.

2. The said Vinton Contracting Company, its successors or assigns, shall pay into the treasury of The City of New York, as compensation for the privilege hereby granted, the sum of one hundred dollars ($100) per annum.

Such payments shall be made in advance on November 1 of each year, provided, however, that the first payment shall be made within sixty (60) days of the approval of the consent by the Mayor, and shall be only such proportion of the annual charge as the time between the approval of this consent by the Mayor and November 1 following bears to a whole year. Such compensation shall not be considered in any manner in the nature of a tax, but shall be in addition to any and all taxes of whatsoever kind or description now or hereafter required to be paid by any ordinance of The City of New York, or by any law of the State of New York.

3. Upon the revocation or termination by limitation of this consent, the said grantee, its successors or assigns, shall, at its own cost, cause the said track and all appurtenances thereto to be removed, and all that portion of said street affected by this consent to be restored to its proper and original condition, if required so to do by The City of New York or its duly authorized representatives. If the track to be constructed by the said grantee under this consent shall not be required to be removed, it is agreed that the said track and appurtenances shall become the property of The City of New York.

4. The consent hereby given is for the exclusive use of said grantee, and shall not be assigned, either in whole or in part, or leased or sublet, in any manner, nor shall title, interest or property therein pass to or vest in any other person, firm or corporation whatsoever, either by the acts of the said grantee, its successors or assigns, or by operation of law, without the consent in writing of The City of New York, acting by the Board of Estimate and Apportionment or its successors in authority.

5. Said grantee shall pay the entire cost of

(a) The construction, maintenance and removal of said track.

(b) The protection of all surface and subsurface structures which shall in any way be disturbed by the construction or removal of the said track.

(c) All changes in the sewer, water pipes, or other substructures, made necessary by the construction or removal of the said track, including the laying or relaying of pipes, conduits, sewers or other structures.

(d) The replacing or restoring of the pavement in said street which may be disturbed during the construction or removal of the said track.

(e) Each and every item of the increased cost of any future substructures caused by the presence of said track.

(f) The inspection of all work during the construction or removal of the track, as herein provided, which may be required by the President of the Borough of The Bronx and the Commissioner of Water Supply, Gas and Electricity.

6. Before the construction or removal shall be begun, the grantee shall obtain permits to do the work from the President of the Borough and from the Commissioner of Water Supply, Gas and Electricity. The grantee shall perform all the duties which may be imposed upon it by those officials as conditions of such permits, provided such conditions are not inconsistent with the provisions of this consent. The grantee shall submit to those officials working plans, which shall include and show in detail the method of construction of the track and the mode of protection of all subsurface structures required by the installation of the track.

7. Said track shall be constructed, maintained and operated subject to the supervision and control of the proper authorities of The City of New York who have jurisdiction in such matters under the Charter of The City of New York.

8. Said grantee, its successors or assigns, shall at all times keep the street between the rails of the track, and for a distance of two feet beyond the rails, on either side thereof, free and clear from ice and snow.

9. Said grantee, its successors or assigns, shall keep in permanent repair the portion of the surface of the street between the rails of the track, and for a distance of two feet on either side thereof, under the supervision of the proper local authorities and whenever required by them to do so, and in such manner as they may prescribe, and The City of New York shall have the right to change the material or character of the pavement of the street, and, in that event, the said grantee, its successors or assigns, shall be bound to replace such pavement in the manner directed by the proper City officials, at its own expense, and the provisions as to repairs herein contained shall apply to such renewed or altered pavement.

10. This consent is subject to whatever right, title or interest the owners of abutting property or others may have in and to said street.

11. Said grantee, its successors or assigns, shall be liable for all damages to persons or property, including the street and subsurface structures therein, by reason of the construction, operation or maintenance of said track, and it is made a condition of this consent that The City of New York assumes no liability to either persons or property on account of this consent.

12. This consent is granted upon the further and express condition that the provisions of the Railroad Law applicable thereto, and all laws or ordinances now in force or which may hereafter be adopted, shall be strictly complied with.

13. This consent is upon the express condition that the said grantee, within sixty (60) days after its approval by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of The City of New York the sum of one thousand dollars ($1,000), either in money or securities, to be approved by him, which fund shall be security for the performance of the terms and conditions of this consent, especially those which relate to the payment of the charge for the privilege and the repairs of the substructures and street pavement. In case of default in the performance by said grantee of any of such terms or conditions, The City of New York shall have the right to cause the work to be done and the materials to be furnished for making the necessary changes or repairs, after ten (10) days' notice in writing, and shall collect the reasonable cost thereof from the said fund without legal proceedings, or, in case of default in payment of the charge for the privilege, shall collect the same, with interest, from such fund after ten (10) days' notice in writing to the said grantee. In case of any draft so made upon the security fund, the said grantee shall, upon sixty (60) days' notice in writing, pay to the Comptroller of The City of New York a sum of money sufficient to restore the said fund to the original amount of one thousand dollars ($1,000), and, in default of the payment thereof, the consent hereby given may be cancelled and annulled at the option of the Board of Estimate and Apportionment of The City of New York acting on behalf of said City. No action or proceedings or rights under the provisions of this section shall affect any other legal right, remedies or causes of action belonging to The City of New York.

14. Said grantee shall give notice to the President of the Borough of The Bronx and to the Commissioner of Water Supply, Gas and Electricity, in writing, of its intention to begin the work hereby authorized, at least forty-eight hours before such work commences. The grantee shall also give to the Board of Estimate and Apportionment notice in writing of the date on which the work is commenced and also the date on which the same is completed, not later than ten (10) days after such date.

15. Said grantee shall commence the construction of the track hereby authorized and complete the same on or before December 1, 1912; otherwise this consent shall be forfeited forthwith and without any proceedings, either at law or otherwise, for that purpose, provided, however, that such time may be extended by the Board of Estimate and Apportionment.

16. This consent shall be null and void unless said grantee shall duly execute an instrument in writing, wherein said grantee shall accept this consent and shall promise, covenant and agree to conform to, abide by and perform all the terms, conditions and requirements in this consent fixed and contained, and file said instrument with the Board of Estimate and Apportionment of The City of New York within thirty (30) days after the approval of this consent by the Mayor, provided, however, that such time may be extended by the Board of Estimate and Apportionment.

And said grantee shall promise, covenant and agree in said instrument to hold The City of New York harmless from all damages to persons or property which may result from the construction, use, maintenance or operation of the structure hereby authorized.

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.

TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK.

In the matter of the application of the Trustees of Columbia University in the City of New York for permission to construct, maintain and operate a tunnel under and across West 116th street east of Broadway, Borough of Manhattan, for the purpose of conducting water, steam and electricity between the premises of the petitioner.

This application was presented to the Board in lieu of application presented at the meeting of July 15, 1912, which was referred to the Bureau of Franchises.

The Secretary presented the following:

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

The petition of the Trustees of Columbia College in the City of New York respectfully shows:

1. That your petitioner is a corporation generally known as Columbia University, duly organized and existing under the Laws of the State of New York, and is the owner of the following described property, situated in the Borough of Manhattan, to wit:

(a) The four (4) blocks of land bounded by 116th street and 120th street, Broadway and Amsterdam avenue.

(b) The two (2) blocks of land bounded by 116th street and 114th Street, Broadway and Amsterdam avenue.

2. That both of said parcels of land are occupied by the University for educational purposes. That it has constructed a number of buildings on the northerly parcel of land, including the power plant, and that it has constructed and is now erecting buildings on the southerly parcel of land.

3. That it is necessary that the buildings on the southerly parcel of land should be connected with the power plant and for that purpose the University desires to construct a tunnel under the roadway of 116th street for the sole purpose of conducting water, steam and electricity from the power plant of the University to its buildings on the opposite side of the street, such tunnel to be located at a point distant about fifty-two (52) feet east of Broadway, and to be in dimension seven (7) by seven (7) feet interior measure, and about twelve (12) feet over all. A plan of the street showing the adjacent buildings and the proposed tunnel indicated in red is submitted herewith.

The Trustees of Columbia College therefore respectfully apply for the consent of your Honorable Board to construct, maintain and operate a tunnel as above described under and across the roadway of West 116th street, Borough of Manhattan, at a point about fifty-two (52) feet east of the building line of Broadway solely for the purpose of conducting water, steam and electricity from the power plant of the University to its buildings on the south side of the street, as indicated by red lines upon the accompanying plan.

Dated New York, July 17, 1912.

THE TRUSTEES OF COLUMBIA COLLEGE IN THE CITY OF NEW YORK,
(SEAL) By JOHN B. PINE, Clerk.

Bureau of Franchises, September 13, 1912.

Hon. WILLIAM J. GAYNOR, *Mayor, Chairman, Board of Estimate and Apportionment:*

Sir—The Trustees of Columbia College, in The City of New York, have presented a petition dated July 17, 1912, to the Board of Estimate and Apportionment for permission to construct, maintain and use a tunnel 7 feet in width and 7 feet in height, inside dimensions, under and across West 116th Street, in the Borough of Manhattan; the centre of the tunnel to be 56 feet east of the easterly building line of Broadway. The petition recites that the tunnel is desired for the purpose of conducting water, steam and electric current from the power plant of the University to its buildings on the southerly side of the street. This petition is submitted in lieu of a similar one dated July 10 and presented to the Board at the meeting held July 15, 1912.

Copies of the petition with accompanying plan were forwarded to the President of the Borough of Manhattan and to the Commissioner of Water Supply, Gas and Electricity, with a request that examinations be made by the various bureaus of their departments having jurisdiction with a view to ascertaining if there are any objections to the project or any particular conditions necessary to be incorporated in the form of consent heretofore used by the Board for similar privileges. In a reply dated July 31, 1912, the office of the Borough President requested that the position of the tunnel as shown on the plan as originally submitted be altered about two feet to the westward in order to avoid an existing sewer manhole and that provision be made for two side walls supporting a concrete slab to protect the crown of the sewer. The reply from the Department of Water Supply, Gas and Electricity, dated July 25, 1912, called attention to the fact that no provision had been made for the care and maintenance of an existing twelve-inch water main in 116th Street. The petitioner was advised of these objections and an amended plan was submitted altering the position of the tunnel and providing for sewer protection as required by the office of the Borough President and lowering the tunnel so as to provide space for the water main to pass overhead. This amended plan was submitted to the said departments and communications have been received dated, respectively, September 9 and September 11, advising that the amended plan is acceptable and there are now no objections to the granting of the requested consent.

The customary examination by this office disclosed no objections to the tunnel and I can therefore see no good reason why the requested permission should not be given should the Board see fit to do so. In such case I would suggest that consent be granted only during the pleasure of the Board, but in no case to extend beyond a period of ten (10) years from the date of the approval of the consent by the Mayor and revocable upon sixty (60) days' notice in writing and that it be made a condition of the consent that a security deposit in the sum of one thousand dollars ($1,000) be required; said deposit to be in the form of either cash or securities to be approved by and deposited with the Comptroller for the faithful performance of the terms and conditions of the consent.

West 116th Street is 100 feet in width and the proposed tunnel is 11 feet in width, outside dimension. The area to be occupied will therefore be 1,100 square feet. At the rate of charge heretofore used by the Board for private tunnels under the City streets to contain pipes only, viz, four per cent. per annum of the assessed valuation of the area occupied between building lines, the charge for the tunnel would be the sum of four hundred and five dollars ($405) per annum. With the customary increase of five per cent. for the second term of five years, the charge would therefore be:

During the first term of five (5) years the sum of four hundred and five dollars ($405) per annum, and

During the second term of five (5) years the sum of four hundred and twenty-five dollars ($425) per annum.

Such sums should be paid into the City Treasury in advance on November 1 of each year.

After consultation with the petitioner's Engineer, it has been provided in the consent that the tunnel shall be completely constructed by January 1, 1913.

The customary form of resolution granting consent is herewith submitted for adoption. Respectfully,

HARRY P. NICHOLS, Engineer, Chief of Bureau.

P. S.—After writing the above, I was informed by the Trustees since the presentation of the petition to the Board, the name of the corporation has been altered by order of the Supreme Court to the "Trustees of Columbia *University* in The City of New York." The resolution granting consent has been prepared accordingly.

The following was offered:

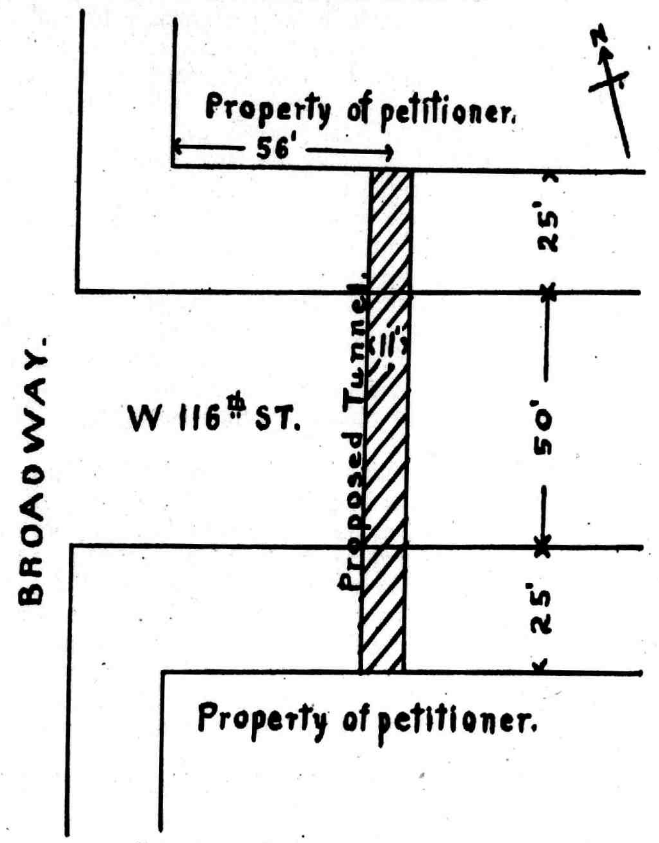
Whereas, The Trustees of Columbia University in The City of New York have presented a petition, dated July 17, 1912, to the Board of Estimate and Apportionment for permission to construct, maintain and use a tunnel under and across West 116th Street, in the Borough of Manhattan; the centre line of the said tunnel to be at a point 56 feet east of the easterly line of Broadway, and the said tunnel to connect properties of Columbia College on opposite sides of the said street for the purpose of conveying water, steam and electric current between the said properties; now, therefore be it

Resolved, That the consent of the Corporation of The City of New York be and the same is hereby given to the Trustees of Columbia University, in The City of New York, to construct, maintain and use a tunnel 7 feet in width and 7 feet in height, inside dimensions, under and across West 116th Street, in the Borough of Manhattan, connecting properties of Columbia University on opposite sides of said street: the centre line of the said tunnel to be at a point 56 feet east of the easterly line of Broadway, and the said tunnel to be used for the purpose of conveying water, steam and electric current between the said properties for the sole and exclusive use of Columbia University and for no other purpose; all as shown on the plan accompanying the petition, and entitled:

> "Plan showing location of Proposed Tunnel to be constructed in West 116th Street, Borough of Manhattan, to accompany application dated July 17, 1912, of Trustees of Columbia University, in The City of New York, to the Board of Estimate and Apportionment, City of New York"

—and signed by John B. Pine, Clerk; a copy of which is attached hereto and made a part hereof upon the following terms and conditions:

1. Said consent shall continue only during the pleasure of the Board of Estimate and Apportionment, and shall be revocable upon sixty (60) days' notice in writing to the grantee, but in no case shall it extend beyond a term of ten (10) years from the date of its approval by the Mayor, and thereupon all rights of the grantee in said street by virtue of this consent shall cease and determine.



Plan of Proposed Tunnel for Columbia University.

BUREAU OF FRANCHISES.

2. The grantee shall pay into the Treasury of The City of New York, as compensation for the privilege hereby granted during the first term of five (5) years the sum of four hundred and five dollars ($405) per annum, and during the second term of five (5) years the sum of four hundred and twenty-five dollars ($425) per annum.

Such payments shall be made in advance on November 1 of each year, provided, however, that the first payment shall be made within sixty (60) days of the approval of this consent by the Mayor, and shall be only such proportion of the annual charge as the time between the approval of this consent by the Mayor and November 1 following bears to a whole year.

Such payments shall not be considered in any manner in the nature of a tax, but shall be in addition to any and all taxes of whatsoever kind or description now or hereafter required to be paid under any ordinance of The City of New York, or by any law of the State of New York.

3. Upon the removal of the grantee from either of the premises to be connected by the structure, or upon the revocation or termination by limitation of this consent, the grantee shall cause the structure hereby authorized to be removed and all of said street affected by this permission to be restored to its proper and original condition, if required so to do by The City of New York or its duly authorized representatives, and the entire cost of such work shall be borne by the said grantee. If the structure hereby authorized shall not be required to be removed, it is agreed that it shall become the property of The City of New York.

4. This consent is for the exclusive use of the grantee and shall not be assigned either in whole or in part, or leased or sublet in any manner, nor shall title thereto, or right, interest or property therein pass to or vest in any other person, firm or corporation whatsoever, either by the acts of the grantee or by operation of law, without the consent in writing of The City of New York, acting by the Board of Estimate and Apportionment.

5. The grantee shall pay the entire cost of all work, labor and material in connection with the structure hereby authorized, and particularly—

(a) Its construction, maintenance and removal.

(b) The protection of all structures which shall in any way be disturbed by its construction or removal.

(c) All changes in sewers or other subsurface structures necessitated by its construction or removal, including the laying or relaying of pipes, conduits, sewers or other structures.

(d) The replacing or restoring of the pavement in said street which may be disturbed during its construction or removal.

(e) Each and every item of the increased cost of the installation of any future structures or repairs or alterations to any existing or future structures caused by its presence in the street.

(f) The inspection of all work during its construction or removal as herein provided, which may be required by the President of the Borough and the Commissioner of Water Supply, Gas and Electricity.

6. Before the construction or removal shall be begun, the grantee shall obtain permits to do the work from the President of the Borough and from the Commissioner of Water Supply, Gas and Electricity. The grantee shall perform all the duties which may be imposed by those officials as conditions of such permits, provided such conditions are not inconsistent with the provisions of this consent. The grantee shall submit to those officials working plans, which shall include and show in detail the method of construction of the structure hereby authorized and the mode of protection or changes in all structures required by the construction or removal of the same.

Upon the completion of the work, the grantee shall furnish to the President of the Borough a plan of such character as he may direct, showing accurately and distinctly the location, size and type of construction and complete dimensions of the structure erected or installed under this consent; also the location and dimensions of all substructures, encountered during the progress of the work. The depth below the street surface of the new structure and of the substructures encountered must be shown; also their location with reference to the nearest curb line and the nearest curb line intersection.

7. The grantee shall allow to The City of New York a right of way through, under or above any part of the structure hereby authorized for any and all structures which are now or may be hereafter placed by The City of New York in said street.

If at any time it shall become necessary to replace or alter any structure in said street, the City shall have the right to break through or remove all or any portion of the structure hereby authorized, and the grantee shall pay to the City the expense incurred by such removal.

8. The structure hereby authorized and any fixtures laid therein shall be constructed, maintained and operated subject to the supervision and control of the proper authorities of The City of New York. It shall be open at all times to the inspection of all the authorities who have jurisdiction in such matters under the Charter of The City of New York.

9. This consent is subject to whatever right, title or interest the owners of abutting property or others may have in and to said street.

10. Said grantee shall be liable for all damages to persons or property, including the street and structures therein and thereunder, by reason of the construction and operation or maintenance of the structure hereby authorized, and it is a condition of this consent that The City of New York assumes no liability to either person or property on account of this consent.

11. This consent is granted on the further and express condition that all laws or ordinances now in force, or which may hereafter be adopted, shall be strictly complied with.

12. This consent is upon the express condition that within sixty (60) days after its approval by the Mayor, and before anything is done in exercise of the rights conferred hereby, the grantee shall deposit with the Comptroller of The City of New York the sum of one thousand dollars ($1,000), either in money or in securities to be

approved by him, which fund shall be security for the performance of the terms and conditions of this consent, especially those which relate to the payment of the annual charge, the repairs of the street pavement and the removal of the structure hereby authorized. In case of default in the performance by said grantee of any of such terms and conditions, The City of New York shall have the right to cause the work to be done and the materials to be furnished for making the necessary changes or repairs, after ten (10) days' notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings, or, in case of default in the payment of the annual charge, shall collect the same, with interest, from such fund after ten (10) days' notice in writing to the said grantee.

In case of any drafts so made upon the security fund, the said grantee shall, upon thirty (30) days' notice in writing, pay to the Comptroller of The City of New York a sum of money sufficient to restore the said fund to the original amount of one thousand dollars ($1,000)), and, in default of the payment thereof, the consent hereby given may be cancelled and annulled, at the option of the Board of Estimate and Apportionment of The City of New York, acting on behalf of said City. No action or proceeding or rights under the provisions of this section shall affect any other legal rights, remedies or causes of action belonging to The City of New York.

13. Said grantee shall give notice in writing to the President of the Borough and to the Commissioner of Water Supply, Gas and Electricity of its intention to begin the work hereby authorized at least forty-eight hours before such work commences. The grantee shall also give to the Board of Estimate and Apportionment notice in writing of the date on which the work is commenced and also the date on which the same is completed, not later than ten (10) days after such dates.

14. Said grantee shall commence the construction of the structure hereby authorized and complete the same on or before January 1, 1913; otherwise this consent shall be forfeited forthwith, and without any proceedings, either at law or otherwise, for that purpose; provided, however, that such time may be extended by the Board of Estimate and Apportionment.

15. This consent shall be null and void unless said grantee shall duly execute an instrument in writing, wherein said grantee shall accept this consent and shall promise, covenant and agree to conform to, abide by and perform all the terms, conditions and requirements in this consent fixed and contained and file said instrument with the Board of Estimate and Apportionment of The City of New York within thirty (30) days after the approval of this consent by the Mayor; provided, however, that such time may be extended by the Board of Estimate and Apportionment.

And said grantee shall promise, covenant and agree in said instrument to hold The City of New York harmless from all damages to persons or property which may result from the construction, use, maintenance or operation of the structure hereby authorized.

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.

RICHMOND LIGHT AND RAILROAD COMPANY.

A communication was received from the Public Service Commission for the First District transmitting and serving upon the City certified copy of resolution adopted by said Commission directing a hearing on the application of the Richmond Light and Railroad Company for the approval of a declaration of abandonment of portions of its route on Tompkins avenue and other streets, Borough of Richmond.

Which was ordered filed.

The Secretary presented the following:

Law Offices of Knox & Dooling, No. 27 Cedar street, New York, 26th July, 1912.

Hon. JOSEPH HAAG, *Secretary, Board of Estimate and Apportionment:*

Dear Sir—Under contract dated August 2, 1911, by which the City of New York granted to the Richmond Light and Railroad Company a franchise covering what is known as the Fort Wadsworth extension, it is required by paragraph twenty-fourth thereof, that the Company should abandon and relinquish its rights and franchises upon the route beginning at the intersection of New York avenue with Wadsworth avenue; thence upon New York avenue to Richmond avenue; thence upon Richmond avenue to Ocean avenue; and it further provided that within one year from the date of the approval of said contract by His Honor, the Mayor of this City, viz., the 2nd day of August, 1911, the Company should comply with the provisions of section 184 of the Railroad Law, in regard to the abandonment of the said route, etc.

The proper resolutions have been duly adopted by the Board of Directors of the Richmond Light and Railroad Company, and ratified and adopted by the stockholders at their meeting on July 16th: the proper proceedings are now under way before the Public Service Commission, but it is not likely that, in the ordinary course of events, they will be completed by August 2nd.

For these reasons and under these circumstances, on behalf of the Richmond Light and Railroad Company, we respectfully request an extension of six months within which the company may comply with the provisions of paragraph twenty-fourth of the contract dated August 2, 1911, respecting the abandonment of the route above mentioned.

Will you kindly present this matter to the Board of Estimate and Apportionment at its next meeting, and be good enough to advise us of the date of the meeting at which action will be taken, and very much oblige, Yours respectfully,

KNOX & DOOLING.

Bureau of Franchises, September 5, 1912.

Hon. WILLIAM J. GAYNOR, *Mayor, Chairman, Board of Estimate and Apportionment:*

Sir—The Richmond Light and Railroad Company has, under date of July 26, 1912, requested the Board of Estimate and Apportionment for an extension of time of six months from August 2, 1912, in which to comply with the provisions of Section 2, Twenty-fourth, of the contract dated August 2, 1911, granting said Company a franchise for a street surface railway extension upon Wadsworth and Tompkins Avenues and other streets and avenues in the vicinity of Fort Wadsworth, Borough of Richmond.

The section of the contract above referred to provides as follows:

> "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 upon the route beginning at the intersection of New York avenue with Wadsworth avenue; thence upon New York avenue to Richmond avenue; thence upon Richmond avenue to Ocean avenue, and the Company shall, within one year from the date on which this contract is signed by the Mayor, comply with the provisions of Section 184 of the Railroad Law in regard to the abandonment of said route so abandoned and relinquished, and shall remove therefrom any and all existing tracks of the Company within such time, and restore the pavement in the manner prescribed by the President of the Borough of Richmond. If the Company shall fail to secure the approval of the Public Service Commission or shall fail for any other reason to comply with the provisions of this subdivision within the time stipulated this contract shall be void and of no effect, and the grant made herein shall thereupon cease and determine. Provided, however, the Board may extend said period for a period or periods not exceeding in the aggregate six months."

Under the above quoted section the Company should have begun the proceedings for the abandonment of the portion of its former route therein described on or before August 2, 1912, and have removed from said route by that date its tracks and restored the pavement to the satisfaction of the Borough authorities.

The petition of the Company states that the resolutions declaring this portion of its former route to be abandoned have been adopted by the Board of Directors and ratified and approved by the stockholders of the Company. The Attorneys for the Company have further advised me that the petition for the approval of the declaration of abandonment was filed with the Public Service Commission for the First District on August 16, 1912, and is now awaiting action by such Commission.

Upon the receipt of the petition a copy was forwarded to the President of the Borough of Richmond with a request to be advised if in his opinion there were any objections to granting the extension of time applied for and whether the Company had removed its tracks from the route to be abandoned.

In replies under date of August 9 and August 15 from the Acting Commissioner of Public Works and the Acting President of the Borough, respectively, it is stated that the tracks have been removed and the pavement restored and that there are no objections to the granting of the extension of time.

It is recommended that the requested extension of time be granted, and a resolution to that effect is herewith transmitted, Respectfully,

HARRY P. NICHOLS, Engineer, Chief of Bureau.

The following was offered:

Whereas, The Board of Estimate and Apportionment did by contract dated August 2, 1911, grant a franchise to the Richmond Light and Railroad Company to construct, maintain and operate a street surface railway upon and along Wadsworth and Tompkins Avenues and other streets and avenues in the vicinity of Fort Wadsworth, Borough of Richmond; and

Whereas, Section 2, Subdivision 24, of said contract provides as follows:

> "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 upon the route beginning at the intersection of New York avenue with Wadsworth avenue; thence upon New York avenue to Richmond avenue; thence upon Richmond avenue to Ocean avenue, and the Company shall, within one year from the date on which this contract is signed by the Mayor, comply with the provisions of Section 184 of the Railroad Law in regard to the abandonment of said route so abandoned and relinquished, and shall remove therefrom any and all existing tracks of the Company within such time, and restore the pavement in the manner prescribed by the President of The Borough of Richmond. If the Company shall fail to secure the approval of the Public Service Commission or shall fail for any other reason to comply with the provisions of this subdivision within the time stipulated this contract shall be void and of no effect, and the grant made herein shall thereupon cease and determine. Provided, however, the Board may extend said period for a period or periods not exceeding in the aggregate six months."

—and

Whereas, The time for compliance with said Section 2, subdivision Twenty-fourth, expired August 2, 1912; and

Whereas, The Richmond Light and Railroad Company in a petition dated July 26, 1912, and presented to this Board September 19, 1912, has requested an extension of time of six (6) months from August 2, 1912, in which to comply with the provisions of said Section 2, Subdivision Twenty-fourth; now, therefore, be it

Resolved, That the Board of Estimate and Apportionment herein and hereby grants to the Richmond Light and Railroad Company an extension of time from August 2, 1912, to and including February 2, 1913, in which to comply with the provisions of Section 2, Subdivision Twenty-fourth, of said contract dated August 2, 1911.

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.

ASTORIA LIGHT, HEAT AND POWER COMPANY.

In the matter of the consent granted the Astoria Light, Heat and Power Company to construct, maintain and use a bridge across East 132nd Street, east of Locust Avenue, Borough of The Bronx.

This consent was granted by resolution adopted by this Board April 25, 1912, approved by the Mayor on the same day.

The Secretary presented the following:

Astoria Light, Heat and Power Company, Astoria, Long Island, July 26th, 1912.

Board of Estimate and Apportionment, 277 Broadway, New York City.

Gentlemen—Referring to your resolution No. 29, adopted by you on April 25, 1912, permitting us to erect and maintain a temporary wooden bridge across East 132nd Street and east of Locust Avenue, we wish to notify you that this bridge was completely removed from across the street on Thursday, July 25, 1912. Yours very truly,

HAROLD CARPENTER.

Bureau of Franchises, September 12, 1912.

Hon. WILLIAM J. GAYNOR, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—By resolution adopted by the Board of Estimate and Apportionment on April 25, 1912, and approved by the Mayor the same day, consent was granted to the Astoria Light, Heat and Power Company to erect, maintain and use a temporary wooden bridge across East 132nd Street, east of Locust Avenue, in the Borough of The Bronx, the grantee to file security in the sum of Five hundred dollars ($500) with the Comptroller, for the faithful performance of the terms and conditions of the consent, and to pay into the City treasury the sum of One hundred dollars ($100) for the privilege, the consent to expire on September 1, 1912.

In a communication addressed to the Board under date of July 26, 1912, the Company stated that the bridge was completely removed from across East 132nd Street on July 25, 1912. I caused an examination to be made and the bridge was found to have been removed, as stated.

A communication was addressed to the President of the Borough of The Bronx and in reply I have been advised that the street has been restored to its original condition.

As the consent expired by limitation on September 1, 1912, and the bridge has been removed and the street pavement satisfactorily restored, the Comptroller should be authorized to refund to said Company the security of Five hundred dollars ($500) deposited with him in accordance with the terms and conditions of the consent.

A resolution to that effect is herewith submitted. Respectfully,

HARRY P. NICHOLS, Engineer, Chief of Bureau.

The following was offered:

Whereas, By resolution adopted by the Board of Estimate and Apportionment April 25, 1912, and approved by the Mayor the same day, consent was granted to the Astoria Light, Heat and Power Company to erect, maintain and use, temporarily, a wooden bridge over and across East 132nd Street, 140 feet east of Locust Avenue, in the Borough of The Bronx, the grantee to file with the Comptroller security in the sum of Five hundred dollars ($500) for the faithful performance of the terms and conditions of the consent, and to pay into the City Treasury the sum of One hundred dollars ($100) as compensation for the privilege, the consent to continue until September 1, 1912; and

Whereas, Said Astoria Light, Heat and Power Company duly accepted the consent and complied with all the terms and conditions thereof, and erected the said bridge as authorized; and

Whereas, The said company completely removed the said bridge from within the lines of East 132nd Street and restored the street pavement to its original condition to the satisfaction of the President of the Borough of The Bronx, the said work having been completed July 25, 1912; and

Whereas, The said consent expired by limitation on September 1, 1912; now, therefore, be it

Resolved, That the Comptroller be and he hereby is authorized and requested to return to the said Astoria Light, Heat and Power Company, on application, the security deposit of Five hundred dollars ($500) above mentioned.

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 NEW YORK TIMES COMPANY; THE NEW YORK TIMES BUILDING COMPANY.

In the matter of the consent granted to The New York Times Company and The New York Times Building Company to construct, maintain and operate a certain conduit under Seventh Avenue and West 43rd Street, Borough of Manhattan, connecting premises of the grantees.

This consent was granted by resolution adopted by this Board July 11, 1912, approved by the Mayor July 16, 1912.

The Secretary presented the following:

September 5, 1912.

Board of Estimate and Apportionment of the City of New York, 277 Broadway, New York City.

Gentlemen—On July 11, 1912, your Board granted permission to The New York Times Company and The New York Times Building Company to construct, maintain and use a concrete conduit under and across Seventh Avenue and West 43rd Street, connecting The Times Building with The Times Annex, for the purpose of maintaining a pneumatic tube for the conveyance of messages, and three pipes for the conveyance of electric current and steam between said premises. This permission was granted subject to certain terms and conditions. Section 14 of these conditions requires that the grantee shall commence and complete the construction on or before October 1, 1912. Otherwise, the permission so granted would be forfeited forthwith, provided, however, that such time for such construction might be extended by the Board of Estimate and Apportionment. The manner of the actual construction of this conduit, as provided for in said resolutions, has brought to light the fact that both Seventh Avenue and 43rd Street, between Seventh Avenue and The Times Annex, to which building the conduit is to run, are honeycombed with sewers, gas mains, water pipes and electric light conduits. The contractor who has charge of the construction has reported that it is impossible for him to lay the conduit on the lines as indicated on the plan filed with your Board and made a part of the petition of The New York Times Company and The New York Times Building Company. He reports, that working under the supervision and instruction of the various City Departments, he has endeavored by the use of test pits to find a place where it might be feasible to construct the conduit. The fact that our plans call for the location of two manholes on Seventh Avenue at the turns in the conduit, adds more difficulty to our locating the courses for the conduit.

In view of the delay which has been necessitated so far by reason of the impossibility of following the original lines, the contractor informs me that it is practically impossible to complete the construction by the first day of October, 1912, as provided by Section 14 of the conditions on which the permission was granted.

The New York Times Company and The New York Times Building Company respectfully request in view of the foregoing that a further extension of time for construction and completion of the conduit be given to the grantees and suggest that the time be extended to November 1, or preferably to November 15, if this date is agreeable to your Board. Very truly yours,

THE NEW YORK TIMES COMPANY AND THE NEW YORK TIMES BUILDING COMPANY,
By Ben C. Franck, Secretary.

Bureau of Franchises, September 11, 1912.

Hon. William J. Gaynor, *Mayor, Chairman, Board of Estimate and Apportionment:*

Sir—The New York Times Company and the New York Times Building Company have presented a joint petition dated September 5, 1912, to the Board of Estimate and Apportionment for an extension of time in which to construct the conduit in 7th Avenue and West 43d Street, Borough of Manhattan, authorized by resolution adopted by and West 43rd Street, Borough of Manhattan, authorized by resolution adopted by the Board of Estimate and Apportionment July 11, 1912, and approved by the Mayor July 16, 1912; the said conduit to connect the Times Building at Times Square with the Times Annex at 217 to 229 West 43rd Street. The petition recites that it has been found impossible to construct the conduit in the exact location provided for in the said consent and that much time has been lost in digging test pits for the purpose of finding space in the overcrowded subsurface of West 43rd Street and 7th Avenue in which to construct the conduit. The extension of time is requested to November 1 or November 15.

I have caused an examination to be made and the facts have been found as stated in the petition. The Companies have not yet been enabled to locate space for their conduit although they have apparently proceeded with due diligence under the supervision of the administrative departments. The Attorney for the grantee has informed me in writing that as soon as a new position can be definitely found for the conduit, a petition will be presented to the Board requesting an amendment to the consent in order to permit of the maintenance of the conduit in such new position.

In view of the facts I would suggest that the Companies be permitted to proceed with the construction of the conduit in a location satisfactory to the administrative departments now supervising the work and that for a proper completion of the work an extension of time be given up to and including December 1, 1912.

A resolution to that effect is herewith submitted. Respectfully,

HARRY P. NICHOLS, Engineer, Chief of Bureau.

The following was offered:

Whereas, By resolution adopted by the Board of Estimate and Apportionment on July 11, 1912, and approved by the Mayor July 16, 1912, consent was granted jointly to the New York Times Company and the New York Times Building Company to construct, maintain and use a concrete conduit sixteen inches square, outside dimensions, with three manholes under, across and along 7th avenue and West 43d street, Borough of Manhattan, from the Times Building at a point on 7th avenue, one hundred and twenty-four feet nine inches north of the northerly line of West 42d street to the building now in process of erection by said Times Building Company and known as Nos. 217 to 229 West 43d street; the said conduit to contain a pneumatic tube and three pipes for the conveyance of electric current for the sole and exclusive use of the New York Times Company; and

Whereas, Section Fourteen of said consent provided as follows:

> "Said grantee shall commence the construction of the structure hereby authorized and complete the same on or before October 1, 1912, otherwise this consent shall be forfeited forthwith, and without any proceedings, either at law or otherwise, for that purpose; provided, however, that such time may be extended by the Board of Estimate and Apportionment."

—and

Whereas, The grantees have presented a joint petition dated September 5, 1912, to the Board of Estimate and Apportionment requesting an extension of time in which to complete the construction of the said conduit; and

Whereas, A report has this day been received from the Bureau of Franchises suggesting that an extension of time be granted to December 1, 1912; now, therefore, be it

Resolved, That the New York Times Company and the New York Times Building Company be and they hereby are granted jointly an extension of time up to and including December 1, 1912, in which to complete construction of the conduit as required by Section Fourteen of the consent granted to said Companies by resolution adopted by the Board of Estimate and Apportionment on July 11, 1912, and approved by the Mayor July 16, 1912; and be it further

Resolved, That the extension of time herein and hereby granted shall not in any wise affect the terms, conditions and requirements in the original consent fixed and contained or the acceptance of such original consent filed with this Board by the said Companies, but such acceptance of the original consent as modified by this resolution shall remain in full force and effect as if said modified terms, conditions and requirements were contained in the original consent.

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.

Dealers' Hygiene Ice Company, Ice Manufacturing Company.

In the matter of the joint application of the Dealers' Hygiene Ice Company and the Ice Manufacturing Company for the continued maintenance and use by the last named company of a certain pipe under and across 12th avenue at 49th street, Borough of Manhattan, for the purpose of conducting salt water from the Hudson River to the ice manufacturing plant on 12th avenue between 49th and 50th streets.

This application was presented to the Board at the meeting of July 15, 1912, and was referred to the Bureau of Franchises.

The Secretary presented the following:

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

Ice Manufacturing Company, a corporation organized under the laws of the State of New York, and Dealers' Hygiene Ice Company, a corporation organized under the laws of the State of New York, respectfully petition your Board and show and allege as follows:

I.

On April 15, 1902, a resolution was adopted by the Board of Aldermen of the City of New York, which took effect on April 29, 1902, granting to the said Dealers' Hygiene Ice Company the consent of the corporation of The City of New York to lay and maintain, during the pleasure of said Board, a ten-inch suction pipe, as shown on a diagram thereto annexed, for the purpose of conducting salt water from the Hudson River underneath and across 12th avenue between 49th and 50th streets to the property of said Dealers' Hygiene Ice Company at the northeast corner of 12th avenue and 49th street, in the Borough of Manhattan, in the City of New York.

II.

That, as required by the said resolution thereafter and on May 14, 1902, the said Dealers' Hygiene Ice Company procured from the Commissioner of Docks of the City of New York his consent to the laying and maintenance of said suction pipe by the Dealers' Hygiene Ice Company, and such consent has from time to time been renewed and was on May 1, 1907, renewed for and during the pleasure of the said Commissioner of Docks, and not to expire by limitation of time, said license by the said Commissioner of Docks having been granted at the annual rental of $300, payable quarterly in advance, which has been fully paid. Said license continues in full force and effect, it never having been revoked.

III.

That since the granting by the Board of Aldermen of permission to lay and maintain said pipe, said Dealers' Hygiene Ice Company has annually paid to the City of New York the sum of one hundred and sixty ($160) dollars, being the amount which the Commissioners of the Sinking Fund, pursuant to the said resolution of the Board of Aldermen, determined as an equivalent for such privilege or franchise, by resolution adopted by them on May 2, 1902.

IV.

That the said Dealers' Hygiene Ice Company, as required by the resolution of the Board of Aldermen, has stipulated with the President of the Borough of Manhattan and the Commissioner of Docks in the City of New York to save the City of New York harmless from any loss or damage that might be occasioned during the progress or subsequent to the completion of the work of laying said suction pipe. That thereafter said suction pipe was laid, the work being done and materials supplied under the direction of the President of the Borough of Manhattan and the Commissioner of Docks of the City of New York, respectively, as the jurisdiction of each of them applied. The said suction pipe was laid pursuant to the location described in the diagram annexed to the said resolution of the Board of Aldermen, and along the following course:

Beginning at a point on the easterly house line of 12th avenue, 72 feet northerly from the north house line of 49th street; thence northwesterly and parallel with 49th street 2 feet 3 inches; thence southwesterly and parallel with 12th avenue twenty-three (23) feet; thence southwesterly as shown on the diagram accompanying this petition, 111 feet 9 inches; and thence northwesterly and parallel with 49th street 343 feet 9 inches, being the same course as is shown on the diagram accompanying this petition.

That the said Dealers' Hygiene Ice Company has at all times, in all other respects duly complied with the terms and provisions of said resolution of the Board of Aldermen, and the said resolution adopted May 2, 1902, by the Commissioners of the Sinking Fund.

V.

The the westerly end of said suction pipe is suspended under the pier at the foot of West 49th street and the Hudson River, of which the Erie Railroad is lessee, pursuant to the license therefor given by the Erie Railroad to said Dealers' Hygiene Ice Company. Said Erie Railroad has consented to the use thereof by said Ice Manufacturing Company.

VI.

That the Commissioner of Docks and Ferries has consented to the continuance by the said Ice Manufacturing Company of the said privilege or license so granted to the Dealers' Hygiene Ice Company as aforesaid.

VII.

That from April 15, 1902, to November 1, 1911, said Dealers' Hygiene Ice Company was the lessee of the said premises at the northeast corner of 12th avenue and 49th street in the Borough of Manhattan, City of New York, and on November 1, 1911, it duly assigned its said lease thereof and all its rights and good will in the business of manufacturing ice by it there conducted to the said Ice Manufacturing Company, which purchased said lease and business for the purpose and with the intention of continuing the same, and which is now the lessee thereof and engaged in the business formerly conducted thereon by the said Dealers' Hygiene Ice Company. That the said lease expires on May 1, 1920. That your petitioner Ice Manufacturing Company has a large sum of money invested in its said plant; and it is its present intention to remain and continue its possession and use of said premises for the unexpired term of said lease and during a renewal thereof, provided a renewal of the present lease may be had on satisfactory terms.

VIII.

Your petitioner Ice Manufacturing Company desires the consent of your Honorable Board to a continuance by it of the privilege or franchise which has been granted to the said Dealers' Hygiene Ice Company and enjoyed by it under the said resolution of the Board of Aldermen, as the salt water procured by means of said pipe is necessary to enable the said Ice Manufacturing Company to continue to carry on the business of manufacturing ice, and it is willing and hereby offers to comply with any and all conditions expressed in the said resolution of the Board of Aldermen, granting said privilege or franchise to said Dealers' Hygiene Ice Company, and also with such other conditions as may be imposed or required by your Honorable Board in order to obtain such consent.

IX.

Your petitioner Dealers' Hygiene Ice Company, joins in this application and will consent to the transfer of said privilege or franchise to the said Ice Manufacturing Company, and will do any act that may be required by your Honorable Board for the purpose of procuring its consent to such transfer.

Your petitioners aver that the Ice Manufacturing Company is ready, able and willing to comply with all the conditions of said privilege or franchise.

Dated, New York, June 28, 1912.

ICE MANUFACTURING COMPANY,
By Thos. Pettigrew, President.

Attest:
(SEAL) Edward J. Reilly, Secretary.

DEALERS' HYGIENE ICE COMPANY,
By H. L. Parnell, President.
Theo. S. Dixon, Treasurer.

Attest:
(SEAL) C. W. Callahan, Secretary.

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

On this 10th day of July, 1912, before me personally came Thos. Pettigrew, to me known, who, being by me duly sworn did depose and say that he resides in Borough of Manhattan, New York City; that he is the President of Ice Manufacturing Company, one of the corporations described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

ARTHUR D. FISHER, Commissioner of Deeds, New York City.

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

On this tenth day of July, 1912, before me personally came Henry L. Parnell, to me known, who, being by me duly sworn, did depose and say that he resides in New Rochelle, N. Y., that he is the President of the Dealers' Hygiene Ice Company, one of the corporations described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

ARTHUR D. FISHER, Commissioner of Deeds, New York City.

Bureau of Franchises, September 12, 1912.

Hon. William J. Gaynor, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—The Dealers Hygiene Ice Company, by resolution adopted by the Board of Aldermen April 15, 1902, which duly became effective April 29, 1902, was granted permission to install, maintain and use a ten-inch pipe under and across 12th avenue at 49th street, Borough of Manhattan, for the purpose of conducting salt water from the Hudson River to its ice manufacturing plant on the easterly side of 12th avenue, between 49th and 50th streets. In accordance with the provisions of the consent, the Commissioners of the Sinking Fund, by resolution adopted May 2, 1902, fixed the compensation for the privilege at the sum of one hundred and sixty dollars ($160) per annum, and provided that the Company should file a satisfactory bond with the Comptroller. I am informed that the annual compensation has been regularly paid up to November 1, 1912, and that a bond, dated May 22, 1902, for five hundred dollars ($500) is on file in the Department of Finance.

The Dealers Hygiene Ice Company and the Ice Manufacturing Company have now presented a joint petition, dated June 28, 1912, to the Board of Estimate and Apportionment, for the continued maintenance and use of the pipe by the Ice Manufacturing Company.

The petition recites that the Dealers Hygiene Ice Company held the plant under a lease expiring May 1, 1920, and that it duly assigned, on November 1, 1911, the said lease and all its rights and good will in the business of manufacturing ice in the said plant to the Ice Manufacturing Company, which purchased the same for the purpose of continuing the business.

Copies of the petition and accompanying plan were forwarded to the President of the Borough of Manhattan and to the Commissioner of Water Supply, Gas and Electricity, with a request that examinations be made by the various Bureaus of their Departments having jurisdiction, with a view to ascertaining if there are any objections to the continued maintenance and use of the said pipe, or any particular conditions necessary to be incorporated in the form of consent used by the Board for similar privileges. In replies, dated respectively August 1 and July 17, 1912, I have been informed that there are no objections to the pipe and no special conditions necessary to be incorporated in the form of consent.

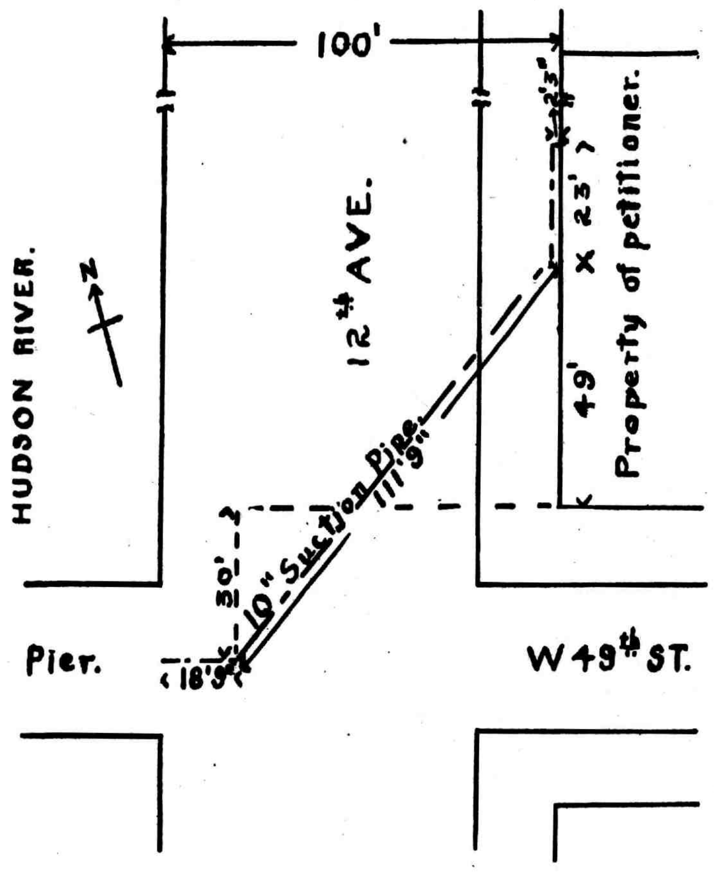
As the customary examination by this Bureau revealed no objection to the pipe, I can see no good reason why the requested permission should not be given, should the Board see fit to do so. In such case, I would suggest that consent be granted only during the pleasure of the Board, but in no case to extend beyond a period of ten (10) years from the date of the approval of the consent by the Mayor, and revocable upon sixty (60) days' notice in writing, and that it be made a condition of the consent that a security deposit in the sum of one thousand dollars ($1,000), be required, said deposit to be in the form of either cash or securities, to be approved by and deposited with the Comptroller for the faithful performance of the terms and conditions of the consent.

The length of the pipe line within the lines of 12th avenue is 155 feet 9 inches. At the rate heretofore fixed for private pipes in the City streets, viz,. $2 per linear foot for pipes not over 16 inches in diameter and 100 feet in length, with a reduction of 10 cents per linear foot for each succeeding 50 feet of length, the charge for this pipe should be the sum of three hundred and five dollars and thirty-five cents ($305.35) per annum. Such sum should be paid into the City treasury on November 1 of each year.

As the Dealers Hygiene Ice Company has ceased to use the said pipe, the resolution of the Board of Aldermen granting it consent to do so should be revoked and the Comptroller should be authorized to cancel the bond of five hundred dollars ($500) after the deposit by the Ice Manufacturing Company of the one thousand dollars ($1,000) security under the terms and conditions of the new consent.

Two resolutions are herewith submitted for adoption, in accordance with the hereinabove contained suggestions, the first granting consent to the Ice Manufacturing Company to continue to maintain and use the pipe and the second revoking the resolution of the Board of Aldermen which became effective April 29, 1902, granting consent to the Dealers Hygiene Ice Company to install, maintain and use the pipe.

Respectfully, HARRY P. NICHOLS, Engineer, Chief of Bureau.



Plan of Suction Pipe for Ice Manufacturing Co.

BUREAU OF FRANCHISES.

The following was offered:

Whereas, The Dealers Hygiene Ice Company and the Ice Manufacturing Company have presented a joint petition, dated June 28, 1912, to the Board of Estimate and Apportionment, for the continued maintenance and use by the Ice Manufacturing Company of a ten-inch salt water pipe under and across 12th avenue at West 49th street, in the Borough of Manhattan, from the Hudson River to the ice manufacturing plant located on the northeasterly corner of 49th street and 12th avenue, the said pipe having been heretofore installed, maintained and used by the Dealers Hygiene Ice Company under the authority of a resolution adopted by the Board of Aldermen on April 15, 1902, which became effective April 29, 1902; now therefore be it

Resolved, That the consent of the Corporation of The City of New York be and the same is hereby given to the Ice Manufacturing Company, a domestic corporation and the lessee of the property on the northeasterly corner of 12th avenue and West 49th street, in the Borough of Manhattan, to continue to maintain and use a ten-inch pipe under and across 12th avenue, near West 49th street, for the purpose of conducting salt water from the Hudson River to the ice manufacturing plant located on the said premises, for the sole and exclusive use of the petitioner and for no other purpose; all as shown on a plan accompanying the petition entitled

> "Plan showing location of pipe in 12th ave., Borough of Manhattan, City of New York, to accompany application dated June 28, 1912, of Ice Manufacturing Company to the Board of Estimate and Apportionment, City of New York."

—and signed Ice Manufacturing Co., by Thos. Pettigrew, President, a copy of which is attached hereto and made a part hereof upon the following terms and conditions:

1. Said consent shall continue only during the pleasure of the Board of Estimate and Apportionment, and shall be revocable upon sixty (60) days' notice in writing to the grantee, but in no case shall it extend beyond a term of ten (10) years from the date of its approval by the Mayor, and thereupon all rights of the grantee in said street by virtue of this consent shall cease and determine.

2. The grantee shall pay into the Treasury of The City of New York, as compensation for the privilege hereby granted, the sum of three hundred and five dollars and thirty-five cents ($305.35) per annum.

Such payments shall be made in advance on November 1 of each year, provided, however, that the first payment shall be made within sixty (60) days of the approval of this consent by the Mayor, and shall be only such proportion of the annual charge as the time between the approval of this consent by the Mayor and November 1 following bears to a whole year.

Such payments shall not be considered in any manner in the nature of a tax, but shall be in addition to any and all taxes of whatsoever kind or description now or hereafter required to be paid under any ordinance of The City of New York, or by any law of the State of New York.

3. Upon the removal of the grantee from either of the premises to be connected by the structure, or upon the revocation or termination by limitation of this consent, the grantee shall cause the structure hereby authorized to be removed and all of said street affected by this permission to be restored to its proper and original condition, if required so to do by The City of New York or its duly authorized representatives, and the entire cost of such work shall be borne by the said grantee. If the structure hereby authorized shall not be required to be removed, it is agreed that it shall become the property of The City of New York.

4. This consent is for the exclusive use of the grantee and shall not be assigned either in whole or in part, or leased or sublet in any manner, nor shall title thereto, or right, interest or property therein pass to or vest in any other person, firm or corporation whatsoever, either by the acts of the grantee or by operation of law, without the consent in writing of The City of New York, acting by the Board of Estimate and Apportionment.

5. The grantee shall pay the entire cost of all work, labor and material in connection with the structure hereby authorized, and particularly—

(a) Its construction, maintenance and removal.

(b) The protection of all structures which shall in any way be disturbed by its construction or removal.

(c) All changes in sewers or other subsurface structures necessitated by its construction or removal, including the laying or relaying of pipes, conduits, sewers or other structures.

(d) The replacing or restoring of the pavement in said street which may be disturbed during its construction or removal.

(e) Each and every item of the increased cost of the installation of any future structures or repairs or alterations to any existing or future structures caused by its presence in the street.

(f) The inspection of all work during its construction or removal as herein provided, which may be required by the President of the Borough and the Commissioner of Water Supply, Gas and Electricity.

6. Before the construction or removal shall be begun, the grantee shall obtain permits to do the work from the President of the Borough and from the Commissioner of Water Supply, Gas and Electricity. The grantee shall perform all the duties which may be imposed by those officials as conditions of such permits, provided such conditions are not inconsistent with the provisions of this consent. The grantee shall submit to those officials working plans, which shall include and show in detail the method of construction of the structure hereby authorized and the mode of protection or changes in all structures required by the construction or removal of the same.

Upon the completion of the work, the grantee shall furnish to the President of the Borough a plan of such character as he may direct, showing accurately and distinctly the location, size and type of construction and complete dimensions of the structure erected or installed under this consent; also the location and dimensions of all substructures, encountered during the progress of the work. The depth below the street surface of the new structure and of the substructures encountered must be shown; also their location with reference to the nearest curb line and the nearest curb line intersection.

7. The grantee shall allow to The City of New York a right of way through, under or above any part of the structure hereby authorized for any and all structures which are now or may be hereafter placed by The City of New York in said street.

If at any time it shall become necessary to replace or alter any structure in said street, the City shall have the right to break through or remove all or any portion of the structure hereby authorized, and the grantee shall pay to the City the expense incurred by such removal.

8. The structure hereby authorized and any fixtures laid therein shall be constructed, maintained and operated subject to the supervision and control of the proper authorities of The City of New York. It shall be open at all times to the inspection of all the authorities who have jurisdiction in such matters under the Charter of The City of New York.

9. This consent is subject to whatever right, title or interest the owners of abutting property or others may have in and to said street.

10. Said grantee shall be liable for all damages to persons or property, including the street and structures therein and thereunder, by reason of the construction and operation or maintenance of the structure hereby authorized, and it is a condition of this consent that The City of New York assumes no liability to either person or property on account of this consent.

11. This consent is granted on the further and express condition that all laws or ordinances now in force, or which may hereafter be adopted, shall be strictly complied with.

12. This consent is upon the express condition that within sixty (60) days after its approval by the Mayor, and before anything is done in exercise of the rights conferred hereby, the grantee shall deposit with the Comptroller of The City of New York the sum of one thousand dollars ($1,000), either in money or in securities to be approved by him, which fund shall be security for the performance of the terms and conditions of this consent, especially those which relate to the payment of the annual charge, the repairs of the street pavement and the removal of the structure hereby authorized. In case of default in the performance by said grantee of any of such terms and conditions, The City of New York shall have the right to cause the work to be done and the materials to be furnished for making the necessary changes or repairs, after ten (10) days' notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings, or, in case of default in the payment of the annual charge, shall collect the same, with interest, from such fund after ten (10) days' notice in writing to the said grantee.

In case of any drafts so made upon the security fund, the said grantee shall, upon thirty (30) days' notice in writing, pay to the Comptroller of The City of New York a sum of money sufficient to restore the said fund to the original amount of one thousand dollars ($1,000), and, in default of the payment thereof, the consent hereby given may be cancelled and annulled, at the option of the Board of Estimate and Apportionment of The City of New York, acting on behalf of said City. No action or proceeding or rights under the provisions of this section shall affect any other legal rights, remedies or causes of action belonging to The City of New York.

13. Said grantee shall give notice in writing to the President of the Borough and to the Commissioner of Water Supply, Gas and Electricity of its intention to begin the work hereby authorized at least forty-eight hours before such work commences. The grantee shall also give to the Board of Estimate and Apportionment notice in writing of the date on which the work is commenced and also the date on which the same is completed, not later than ten (10) days after such dates.

14. This consent shall be null and void unless said grantee shall duly execute an instrument in writing, wherein said grantee shall accept this consent and shall promise, covenant and agree to conform to, abide by and perform all the terms, conditions and requirements in this consent fixed and contained and file said instrument with the Board of Estimate and Apportionment of The City of New York within thirty (30) days after the approval of this consent by the Mayor; provided, however, that such time may be extended by the Board of Estimate and Apportionment.

And said grantee shall promise, covenant and agree in said instrument to hold The City of New York harmless from all damages to persons or property which may result from the construction, use, maintenance or operation of the structure hereby authorized.

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, By resolution adopted by the Board of Aldermen on April 15, 1902, which was received by his Honor the Mayor April 29, 1902, without his approval or disapproval thereof and therefore, as provided in Section 40 of the Greater New York Charter, the same took effect as if he had approved it, consent was granted to the Dealers' Hygiene Ice Company to lay and maintain a ten-inch suction pipe under and across 12th Avenue, near West 49th Street, in the Borough of Manhattan, for the purpose of conducting salt water from the Hudson River to its ice manufacturing plant on the easterly side of 12th Avenue, between 49th and 50th Streets, the grantee to obtain the consent of the Dock Commissioner and pay to the City as compensation for the privilege such amount as might be determined the equivalent by the

Commissioners of the Sinking Fund, the permission to continue only during the pleasure of the Board of Aldermen; and

Whereas, By resolution adopted May 2, 1902, the Commissioners of the Sinking Fund fixed the compensation for the privilege at the sum of one hundred and sixty dollars ($160) per annum, and provided that the Company should file a satisfactory bond with the Comptroller; and

Whereas, The Dealers' Hygiene Ice Company obtained the consent of the Dock Commissioner to the passing of the said pipe through the bulkhead, filed a surety bond in the sum of five hundred dollars ($500) with the Comptroller and has paid into the City treasury the annual charge above mentioned up to November 1, 1912; and

Whereas, The Dealers' Hygiene Ice Company and the Ice Manufacturing Company have presented a joint petition, dated June 28, 1912, to the Board of Estimate and Apportionment, for the continued maintenance and use of the said pipe by the Ice Manufacturing Company; now, therefore, be it

Resolved, That the above-mentioned resolution adopted by the Board of Aldermen April 15, 1902, which duly became effective April 29, 1902, granting permission to the Dealers' Hygiene Ice Company to install and maintain the said pipe, be and it is hereby rescinded; and be it further

Resolved, That the Comptroller be and he hereby is authorized and requested to cancel the said bond of the Dealers' Hygiene Ice Company in the sum of five hundred dollars ($500) and refund to said Company the proportionate part of the annual charge of one hundred and sixty dollars ($160) per annum covering the period from the date of the approval of this resolution by the Mayor to November 1, 1912; said bond to be canceled and the refund made only after the deposit by the Ice Manufacturing Company of a security of one thousand dollars ($1,000), to be deposited with the Department of Finance for the faithful performance of the terms and conditions of a consent granted by the Board of Estimate and Apportionment to said Ice Manufacturing Company to continue to maintain and use the said pipe; and be it further

Resolved, That this resolution shall not become effective unless and until said Dealers Hygiene Ice Company shall execute an instrument in writing, releasing The City of New York from any and all claims of any kind, character or description whatsoever, held, or claimed to be held, under the terms and conditions of the aforesaid consent of the Board of Aldermen, and agreeing to quit-claim, waive and surrender any and all rights and privileges in and under said 12th Avenue and West 49th Street, Borough of Manhattan, held, or claimed to be held, under or by virtue of said consent, and file the same with the Board of Estimate and Apportionment.

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.

Tuttle and Bailey Manufacturing Company.

In the matter of the consent granted to construct, maintain and use a tunnel under and across North 10th Street, east of Wythe Avenue, Borough of Brooklyn.

This consent was granted by resolution adopted by this Board July 11, 1912, approved by the Mayor July 16, 1912.

The Secretary presented the following:

Tuttle and Bailey Mfg. Company, 83 North 10th Street, Brooklyn, N. Y., August 8, 1912.

Board of Estimate and Apportionment, Bureau of Franchises, New York City:

Dear Sirs—Referring to the matter of resolution No. 64 of Board of Estimate and Apportionment relating to permission for this Company to construct tunnel under and across North Tenth Street, this borough:

We note that the consent limits the purposes to which we may put the tunnel. We also note that compressed air is not included. We suggest that another resolution be passed permitting us to install in the tunnel compressed air line and such other lines as may be proper and necessary in connection with our business.

While we have no doubt that no objection would be made in the immediate future to our maintaining in the proposed tunnel compressed air lines, yet we are very desirous of now arranging this matter so as to avoid any possible future controversy in relation to same.

We will indeed be greatly obliged for your attention herein. Very truly yours,

TUTTLE & BAILEY MFG. CO.
Per C. F. T.

Bureau of Franchises, September 12, 1912.

Hon. **William J. Gaynor**, *Mayor, Chairman, Board of Estimate and Apportionment:*

Sir—By resolution adopted by the Board of Estimate and Apportionment July 11, 1912, approved by the Mayor July 16, 1912, consent was granted to the Tuttle & Bailey Manufacturing Company to construct, maintain and use a tunnel under and across North 10th Street at a point about 218 feet 8 inches east of Wythe Avenue, in the Borough of Brooklyn, for the purpose of conveying steam, water and electric current between the premises of the Company on opposite sides of said street.

Under date of August 8, 1912, the Company addressed a communication to the Board of Estimate and Apportionment requesting that the said consent be amended so as to specifically permit the installation in the tunnel of pipes for the conveyance of compressed air and any other material that may be necessary in connection with the company's business in addition to the water, steam and electric pipe already authorized.

I can see no objections to permitting the Company to utilize the tunnel for the conveyance of all materials necessary in its business and a resolution so amending the consent granted by the Board July 11, 1912, is herewith submitted for adoption.

Respectfully, HARRY P. NICHOLS, Engineer, Chief of Bureau.

The following was offered:

Whereas, A resolution was adopted by the Board of Estimate and Apportionment on July 11, 1912, approved by the Mayor July 16, 1912, reading in part as follows:

> "Resolved, That the consent of the Corporation of The City of New York be and the same is hereby given to the Tuttle and Bailey Manufacturing Company, a domestic corporation and the owner of certain properties on opposite sides of North 10th Street, in the Borough of Brooklyn, City of New York, known as numbers 79 to 95 North 10th Street and numbers 98 to 124 North 10th Street, to construct, maintain and use a tunnel 4 feet 4 inches in width and 5 feet 4 inches in height, outside dimensions, under and across said North 10th Street at a point 218 feet 8 inches east of the easterly line of Wythe Avenue, connecting the said properties; the said tunnel to be used to contain pipes for the conveyance of steam, electric current, well water and water for fire protection between the said properties for the sole and exclusive use of the petitioner" * * *; and

Whereas, The Tuttle and Bailey Manufacturing Company has requested that the said consent be amended so as to specifically permit the installation in the said tunnel of pipes for the conveyance of compressed air and any other material necessary in connection with the Company's business; now, therefore, be it

Resolved, That the above quoted portion of the said consent be and it hereby is amended to read as follows:

> "Resolved, That the consent of the Corporation of The City of New York be and the same is hereby given to the Tuttle and Bailey Manufacturing Company, a domestic corporation and the owner of certain properties on opposite sides of North 10th Street, in the Borough of Brooklyn, City of New York, known as numbers 79 to 95 North 10th Street and numbers 98 to 124 North 10th Street, to construct, maintain and use a tunnel 4 feet 4 inches in width and 5 feet 4 inches in height, outside dimensions, under and across said North 10th Street at a point 218 feet 8 inches east of the easterly line of Wythe Avenue, connecting the said properties, the said tunnel to be used to contain pipes for the conveyance of steam, electric current, well water, water for fire protection, compressed air and any other materials necessary in connection with the said Company's business"; and be it further

Resolved, That this resolution shall not become operative until the 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 the original consent fixed and contained except as herein and hereby expressly modified and file the same with the Board of Estimate and Apportionment of The City of New York within thirty (30) days after the approval of this resolution by the Mayor.

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.

Dow Jones and Company.

The Secretary presented the following:

The City of New York, Department of Water Supply, Gas and Electricity, Commissioners Office, 13-21 Park Row, New York, July 23, 1912.

Joseph Haag, Esq., *Secretary, Board of Estimate and Apportionment,* 277 Broadway, City:

Dear Sir—It is reported that the Dow Jones Company, 44 Broad Street, is furnishing a ticker service in connection with the Wall Street Journal. It has leased for this service some ninety-five (95) underground circuits from the New York Telephone Company and distributed throughout the territory between the Battery and 59th Street. The majority of its subscribers, however, about three hundred (300) in number, are located south of Maiden Lane.

A search of the records of the Department fails to show that the Dow Jones Company has any franchise rights to operate this ticker service, and I would respectfully suggest that the said company be required to make formal application for a franchise, if it desires to continue ticker service, and that in arriving at the terms and conditions of said franchise the Board take into consideration the amount due The City as rental for the time it has been operating without a franchise. Yours truly,

HENRY S. THOMPSON, Commissioner.

Bureau of Franchises, September 13, 1912.

Hon. **William J. Gaynor**, *Mayor, Chairman, Board of Estimate and Apportionment:*

Sir—The Department of Water Supply, Gas and Electricity, by a communication dated July 23, 1912, and signed by the Commissioner, calls attention to the fact that the Dow Jones Company, of 44 Broad Street, is furnishing a ticker service in connection with the Wall Street Journal, which it appears to publish, without a franchise therefor. The communication states that the Company has leased for this service some ninety-five circuits from the New York Telephone Company, distributed throughout the territory between the Battery and 59th Street, but that the majority of its subscribers, numbering about three hundred, are located south of Maiden Lane.

An investigation made by this Bureau as to the organization and franchises, if any, of this Company, has revealed the following:

Dow Jones & Company, according to the Copartnership Directory for the year 1912, is a joint stock corporation. According to a communication from the State Board of Tax Commissioners to this Bureau, dated December 23, 1910, it is not assessed for a special franchise because of the fact that it leases wires from the New York Telephone Company, and is therefore held to have no tangible property of its own in the street. It was found, however, from the records of the Department of Taxes and Assessments that the Company is assessed for real estate in both the Boroughs of Manhattan and Brooklyn, and apparently therefore operates in both Boroughs.

No grant or consent of any kind authorizing its operations in the streets of the City has been found, and under the opinion of the Corporation Counsel, dated October 4, 1911, to the effect that a company using the streets of the City by means of leased wires requires a franchise to continue the use of the same, it would seem that Dow Jones & Company is carrying on its present operations illegally. In view of the fact, however, that complete information is lacking, it is suggested that, as in the case of other burglar, messenger and ticker companies heretofore considered by the Board, the Company be called upon to furnish complete information as to its rights, if any, and the operations conducted by it.

A proposed resolution for this purpose is transmitted herewith. Respectfully,

HARRY P. NICHOLS, Engineer, Chief of Bureau.

The following was offered:

Whereas, The Commissioner of Water Supply, Gas and Electricity by a communication dated July 23, 1912, calls attention to the fact that Dow Jones & Company appears to be using the streets of the City for the furnishing of ticker service without a proper franchise therefor; now, therefore, be it

Resolved, That Dow Jones & Company be and it is hereby directed to file with this Board on or before Friday, October 11, 1912, proof of its legal right to use the streets of The City of New York for the laying or maintaining of wires for the purpose of transmitting signals in connection with the ticker or other service furnished by it and that with this proof it also file with this Board the following: Certified copies of all organization papers, franchises, deeds, certificates of merger or consolidation, leases or other documents which affect its organization and show the company or companies, if any, acquired by it and the franchises claimed by such companies; a statement properly verified showing the extent of its operations in the streets of the City, together with signed maps showing the streets occupied by its conductors; a statement properly verified showing the stocks of other companies owned by it and the holdings by other companies of its stock; an authenticated description of the various kinds of business in which it is employed, setting forth the public offices or departments used by it in the conduct of the same; a statement properly verified showing the amount of wires leased by or from other companies in each Borough of the City in which it operates, the names of the lessees or lessors and the rental paid or received for the same; and be it further

Resolved, That the Secretary of this Board be and he is hereby directed to forward a copy of this resolution to Dow Jones & Company and request to be advised on or before Friday, October 4, 1912, whether it will comply with the same.

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.

FINANCIAL MATTERS.

The Chair announced a public hearing in the matter of the application of the Commissioner of Docks to the Board of Estimate and Apportionment for the certification by said Board to the adoption of the plan for a terminal at or near the foot of Nott avenue, in the Borough of Queens, in accordance with the authority given by the Board on June 13, 1912.

(On July 11, 1912, the Board adopted a resolution fixing a public hearing in the above matter for this date.)

(The communication from the Commissioner of Docks and Ferries requesting the certification to the adoption of the plan as above, report of the Comptroller and Chief Engineer of the Board on the subject and resolution fixing September 19, 1912, as the date for a public hearing thereon, are printed in the Financial Minutes of the meeting held July 11, 1912, at pages 3292-3293 of the pamphlet.)

The Secretary presented the following certificate and affidavit of publication of notice of public hearing:

Board of Estimate and Apportionment, City of New York, Office of the Secretary, 277 Broadway, September 16, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—I hereby certify that the following is a correct copy of notice of hearing published in the City Record on September 3, 4, 5, 6, 7, 9 and 10, 1912.

Yours very truly, JOSEPH HAAG, Secretary.

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

John B. Martin, being duly sworn, says, that he is acting in charge of advertising in the office of the City Record; that the advertisement hereto annexed has been regularly published in the City Record, the official journal of The City of New York, seven days consecutively, commencing on the 3rd day of September, 1912.

JOHN B. MARTIN.

Sworn to before me, this 10th day of September, 1912.

Thomas B. Fitzpatrick, Commissioner of Deeds, New York County.

Public notice is hereby given that the Board of Estimate and Apportionment, in pursuance of a resolution duly adopted by said Board on the 11th day of July, 1912, in accordance with the provisions of chapter 776 of the Laws of 1911, known as the New York City Freight Terminal Act, will hold a public hearing in room 16 of the City Hall, in the Borough of Manhattan, City of New York, at 10.30 o'clock in the forenoon, on the 19th day of September, 1912, relative to the application of the Commissioner of Docks to the Board of Estimate and Apportionment to have said Board certify the plan for a freight terminal and equipment thereof and therefor, which plan is dated April 22, 1912, and was heretofore duly adopted by the Commissioner of Docks on June 17, 1912, under authority of a resolution of the Board of Estimate and Apportionment adopted on June 13, 1912, in pursuance of section 3 of chapter 776 of the Laws of 1911. The said freight terminal and the equipment thereof and therefor is to be located upon the following described lands and lands under water situate, lying and being in the Borough of Queens, in The City of New York, bounded and described as follows:

Beginning at a point in the intersection of the northerly line of Nott avenue with the westerly line of Vernon avenue; thence westerly and along the northerly line of Nott avenue a distance of 1,018.50 feet to its intersection with the established pierhead and bulkhead line; thence northeasterly and along said bulkhead and pierhead line to a point in said line distant 145 feet northerly of the westerly prolongation of the northerly line of 13th street, measured at right angles thereto, from a point in said northerly line distant 748 feet westerly from the westerly line of Vernon avenue, measured along the westerly prolongation of the said northerly line of 13th street; thence easterly to a point 60 feet northerly of the westerly prolongation of the northerly line of 13th street, measured at right angles thereto from a point in said northerly line distant 532 feet westerly from the westerly line of Vernon avenue, measured along the westerly prolongation of said northerly line of 13th street; thence still easterly to a point in the westerly prolongation of the northerly line of 13th street distant 175 feet westerly from the westerly line of Vernon avenue, measured along said northerly line; thence easterly and along the westerly prolongation of the northerly line of 13th street a distance of 175 feet to its intersection with the westerly line of Vernon avenue; thence southerly along the westerly line of Vernon avenue a distance of 270.14 feet to the point or place of beginning.

Notice is further given that at such meeting all parties in interest will be heard by the Board of Estimate and Apportionment prior to the adoption of any resolution by said Board in the premises.

Dated New York, August 31, 1912.

JOSEPH HAAG, Secretary, Board of Estimate and Apportionment.

No one appeared in opposition to or in favor of the proposition, and the Chair declared the hearing closed.

The following was offered:

Whereas, The Commissioner of Docks, pursuant to the provisions of chapter 776 of the Laws of 1911, known as the New York City Freight Terminal Act, did on June 17, 1912, after due application to the Board of Estimate and Apportionment, adopt a plan for a freight terminal and equipment thereof and therefor, to be located upon lands and lands under water situate, lying and being in the Borough of Queens, City of New York, bounded and described as follows:

Beginning at a point in the intersection of the northerly line of Nott avenue with the westerly line of Vernon avenue; thence westerly and along the northerly line of Nott avenue a distance of 1,018.50 feet to its intersection with the established pierhead and bulkhead line; thence northeasterly and along said bulkhead and pierhead line to a point in said line distant 145 feet northerly of the westerly prolongation of the northerly line of 13th street, measured at right angles thereto, from a point in said northerly line distant 748 feet westerly from the westerly line of Vernon avenue, measured along the westerly prolongation of the said northerly line of 13th street; thence easterly to a point 60 feet northerly of the westerly prolongation of the northerly line of 13th street, measured at right angles thereto from a point in said northerly line distant 532 feet westerly from the westerly line of Vernon avenue, measured along the westerly prolongation of said northerly line of 13th street; thence still easterly to a point in the westerly prolongation of the northerly line of 13th street distant 175 feet westerly from the westerly line of Vernon avenue, measured along said northerly line; thence easterly and along the westerly prolongation of the northerly line of 13th street a distance of 175 feet to its intersection with the westerly line of Vernon avenue; thence southerly along the westerly line of Vernon avenue a distance of 270.14 feet to the point or place of beginning.

—and

Whereas, The Commissioner of Docks was duly authorized to adopt said plan, together with the equipment thereof and therefor, by the Board of Estimate and Apportionment by a resolution adopted on June 13, 1912; and

Whereas, Said plan for a freight terminal, together with a memorandum inscribed thereon, describing the equipment thereof and therefor, dated April 22, 1912, and adopted as aforesaid, has been submitted by the Commissioner of Docks to the Board of Estimate and Apportionment for certification, as required by subdivision 1 of section 3 of chapter 776 of the Laws of 1911; now, therefore, be it

Resolved, That the Board of Estimate and Apportionment shall certify the aforesaid plan for a freight terminal, together with the equipment thereof and therefor, dated April 22, 1912, and heretofore adopted by the Commissioner of Docks on June 17, 1912, in pursuance of authority of the Board of Estimate and Apportionment given by resolution adopted on June 13, 1912, and that the certificate of this Board be inscribed upon said plan and signed by each member thereof.

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 Secretary presented a communication from the Mayor's office requesting the establishment of grades of position of Clerk at $2,000 and $2,250 per annum, respectively, also the modification of salary schedule to provide for the substitution of the title of Clerk in the case of two employees holding the present title of Accountant and Examiner of Accounts, respectively.

Which was referred to the Committee on Salaries and Grades, consisting of the Comptroller and the President of the Board of Aldermen, for report as to the establishment of the grades and to the Comptroller for report as to the modification of the salary schedule.

The Secretary presented communications relative to the establishment of positions and grades (section 56 of the Charter) as follows:

From the Secretary of the Board of Education transmitting certified copy of resolution adopted by said Board relative to fixing the compensation of Janitors of various public school buildings;

From the President of the Board of Aldermen requesting the establishment of the following grades of positions:

	Incumbent.	Per Annum.
Clerk	1	$480 00
Stenographer	1	1,500 00
Examiner	2	4,000 00

—and proposing to abolish the following grades of positions upon the establishment of the grades as indicated:

	Incumbent.	Per Annum.
Clerk	1	$900 00
Stenographer	1	1,800 00
Examiner	2	3,500 00

Which were referred to the Committee on Salaries and Grades, consisting of the Comptroller and the President of the Board of Aldermen.

The Secretary presented a communication from the President of the Borough of The Bronx requesting approval of the form of contract, plans, specifications and estimate of cost (as modified), for the completion of The Bronx Court House.

Which was laid over one week—September 26, 1912.

(On June 13, 1912, the reports of the Comptroller recommending that approval of the form of contract, plans, specifications and estimate of cost ($324,000) for the above work be withheld pending the modification of said plans to permit of greater competition was presented to the Board and a copy of said report ordered sent to the President of The Bronx for his consideration.)

(At the meetings of July 11 and 15, 1912, the above matter was laid over.)

The Secretary presented a communication from the President of the Borough of The Bronx referring to two amendments of the constitution of the State of New York adopted by the 1912 Legislature, namely, "Excess Condemnation" amendment and "Supreme Court, with or without a jury" amendment, which are to change section 7, article 1 of the Constitution, and suggesting in order that there may be no misapprehension on the part of the legislators of the counties of the State of New York, other than those which constitute The City of New York, that the Board of Estimate and Apportionment adopt a resolution to the effect that it is the policy of the City not to avail itself of the provisions of either of these amendments outside of the counties which now constitute the City of New York.

Which was laid over.

(On May 16, 1912, the above communication was presented to the Board and laid over for one week, and on May 23, 1912, it was laid over for this meeting.)

The Secretary presented the following executed agreement between the City of New York and the Brooklyn Institute of Arts and Sciences, relative to the establishment and maintenance of a Botanic Garden and Arboretum on park lands in the Borough of Brooklyn.

Which was ordered printed in the Minutes and filed.

(This agreement was approved by resolution adopted by the Board July 11, 1912.)

This agreement, made and concluded on the 19th day of September, in the year nineteen hundred and twelve, between The City of New York, acting by its Board of Estimate and Apportionment, party of the first part, and the Brooklyn Institute of Arts and Sciences, party of the second part, witnesseth:

Whereas, The City of New York, acting by its Board of Estimate and Apportionment, party of the first part, and the Brooklyn Institute of Arts and Sciences, acting by its Board of Trustees, party of the second part, entered into an agreement on the 28th day of December, in the year 1909, for the establishment and maintenance of a Botanic Garden and Arboretum on park lands in the Borough of Brooklyn, City of New York, and for the care of the same, in accordance with the terms and conditions as expressed in said agreement, and under authority granted to the said City of New York by chapter 618 of the Laws of 1906; and

Whereas, Said chapter 618 of the Laws of 1906 has been amended by chapter 178 of the Laws of 1911, entitled "An Act to amend Chapter 509 of the Laws of 1897, entitled 'An Act to provide for the establishment of a Botanic Garden and Arboretum on Park Lands in the City of Brooklyn, and for the care of the same,'" generally; and

Whereas, The Commissioner of the Department of Water Supply, Gas and Electricity having certified to the Commissioners of the Sinking Fund, under date of August 5, 1911, that two parcels of Prospect Heights Reservoir Land hereinafter described are no longer needed for reservoir purposes; and

Whereas, The Board of Park Commissioners of The City of New York, on December 14, 1911, recommended to the Commissioners of the Sinking Fund that the same two parcels of land hereinafter described be transferred to the custody of the Department of Parks for use as a Botanic Garden and Arboretum; and

Whereas, The Commissioners of the Sinking Fund of The City of New York, on January 10, 1912, transferred the said two parcels of land hereinafter described to the Department of Parks of the Borough of Brooklyn for use as a Botanic Garden and Arboretum through the passing of the following resolution:

Resolved, That, pursuant to the provisions of section 205 of the Greater New York Charter, as amended, the Commissioners of the Sinking Fund hereby assign to the Department of Parks, Borough of Brooklyn, for the establishment of a Botanic Garden and Arboretum, property bounded and described as follows:

First Parcel.

Beginning at the southwesterly corner of old Grand avenue and old Sackett street as formerly laid out on the Commissioner's map of the County of Kings, and continuing in a southerly direction along the west side of said Grand avenue to the northerly side of old President street, as formerly laid out on said map, for a distance of 594 feet, more or less; thence in a westerly direction along the northerly side of said old President street to the easterly side of Flatbush avenue 725 feet, more or less; thence northerly along the easterly side of Flatbush avenue for a distance of 27.94 feet, more or less, to a point where a line parallel to the northerly side of old President street and 20 feet north of said line intersects the easterly side of Flatbush avenue, and thence in an easterly direction along said line parallel to President street, to a point situated 20 feet from the northerly side of old President street and 250 feet west of the westerly side of Grand avenue; and thence in a northerly direction parallel to the westerly side of said old Grand avenue to the southerly side of old Sackett street, a distance of 574 feet; thence in an easterly direction along the southerly line of old Sackett street, a distance of 250 feet, to the westerly side of old Grand avenue at the point of beginning.

Second Parcel.

Beginning at the southwesterly corner of Grand avenue and Sackett street, as formerly laid out on the Commissioner's map of the County of Kings and continuing in a westerly direction along the southerly side of Sackett street 250 feet to a point; thence northerly and parallel to Grand avenue to a point on the southerly side of the Eastern parkway; thence in an easterly direction along the southerly side of the Eastern parkway to its intersection with the westerly side of Grand avenue; thence southerly along the westerly side of Grand avenue 18 feet to the point of beginning.

—said assignment being made under the following conditions:

First—That the iron fence shall be rebuilt by the Park Department or the Botanic Garden along the easterly side of the remaining reservoir property, and if the adjoining lands shall be graded to a lower elevation, a slope of 2 to 1 shall be left with a berm of sufficient width to secure the stability of the fence, and means of access to the reservoir property by vehicles shall be provided to the lower berm on the north side of the reservoir and to the roadway at the south side of the reservoir.

Second—The Department of Water Supply, Gas and Electricity intends to erect an office and tool house approximately 20 feet by 30 feet at a location to be hereafter designated by the Commissioner of said Department, and the right is hereby reserved, therefore, to use any portion of the lands herein designated and described, and to be assigned to the Park Department that the Commissioner of the Department of Water Supply, Gas and Electricity may consider necessary for the erection of said office and tool house.

Third—The lands to be assigned to the Department of Parks shall be reassigned to the Department of Water Supply, Gas and Electricity upon the certification of the Commissioner of Water Supply, Gas and Electricity that said lands are needed for the extension or improvement of the water supply system.

Fourth—No buildings shall be erected by the Department of Parks on any of the lands hereby assigned without the written consent of the Commissioner of the Department of Water Supply, Gas and Electricity, as set forth in said instrument of designation dated August 5, 1911; and

Whereas, The Board of Park Commissioners of The City of New York has on the 27th day of March, 1912, recommended to the said Board of Estimate and Apportionment that the agreement entered into between the party of the first part and the party of the second part under the authority of chapter 618 of the Laws of 1906, said agreement being dated December 28, 1909, be amended as hereinafter set forth and as provided in section 3 of chapter 178 of the Laws of 1911;

Now, therefore, in consideration of the actions already taken under chapter 618 of the Laws of 1906, chapter 178 of the Laws of 1911, and section 205 of the Greater New York Charter, as amended, and in consideration of the mutual agreements herein contained, it is agreed by and between the said parties that the agreement between the said City of New York and the said Brooklyn Institute of Arts and Sciences, entered into on December 28, 1909, be hereby amended as follows, namely:

First—That the party of the first part has granted and demised, and doth by these presents grant, demise and let unto the said party of the second part the two parcels of land heretofore pertaining to the Prospect Hill Reservoir hereinbefore described and bounded; said two parcels of land to be added to the lands of the Brooklyn Botanic Garden and Arboretum leased to the Brooklyn Institute of Arts and Sciences on December 28, 1909, the said Institute, party of the second part, to have and to hold the same so long as the said party of the second part shall continue to carry out the objects and purposes defined in its Charter, or any amendment of said Charter, except as herein or as in the aforesaid agreement of December 28, 1909, otherwise provided, and shall maintain and administer these two said parcels of land hereinbefore bounded and described for the purposes of a Botanic Garden and Arboretum as provided in chapter 178 of the Laws of 1911; and shall faithfully keep, perform and observe the covenants and conditions herein contained on its part to be kept, performed and observed until said land shall be surrendered by the said party of the second part, or its surrender is required by the shall be used and held by hte party of the second part under the same terms and party of the first part as provided in the original agreement, dated December 28. 1909, and as further provided in this agreement; and the said two parcels of land shall be used and held by the party of the second part under the same terms and conditions in all respects as the lands leased by the party of the first part to the said party of the second part on December 28, 1909, with the following exceptions and conditions:

1. That the iron fence shall be rebuilt by the Park Department or the Botanic Garden along the easterly side of the remaining reservoir property, and if the adjoining lands shall be graded to a lower elevation, a slope of 2 to 1 shall be left with a berm of sufficient width to secure the stability of the fence, and means of access to the reservoir property by vehicles shall be provided to the lower berm on the north side of the reservoir and to the roadway at the south side of the reservoir.

2. The Department of Water Supply, Gas and Electricity intends to erect an office and tool house approximately 20 feet by 30 feet, at a location to be hereinafter designated by the Commissioner of said Department, and the right is hereby reserved, therefore, to use any portion of the lands herein designated and described and to be assigned to the Park Department that the Commissioner of the Department of Water Supply, Gas and Electricity may consider necessary for the erection of said office and tool house.

3. The lands to be assigned to the Department of Parks shall be reassigned to the Department of Water Supply, Gas and Electricity upon the certification of the Commissioner of Water Supply, Gas and Electricity that said lands are needed for the extension or improvement of the water supply system.

4. No buildings shall be erected by the Department of Parks on any of the lands hereby assigned without the written consent of the Commissioner of the Department of Water Supply, Gas and Electricity, as set forth in said instrument of designation dated August 5, 1911.

And the party of the first part herein agrees to provide such sums as the Board of Estimate and Apportionment may deem necessary for the cost of the necessary grading, soil additions, and other permanent improvements and for the annual maintenance of said lands, in the same manner that it provides for other permanent improvements and for maintenance in the Botanic Garden and Arboretum heretofore established through the said agreement dated December 28, 1909, and in pursuance of authority granted by said chapter 178 of the Laws of 1911.

Second—And the party of the second part now holding the sum of $50,000.00, the principal or interest of which is to be expended for the benefit of the said Botanic Garden and Arboretum, is privileged after the date of the execution of this agreement, in pursuance of authority granted in section 2 of said chapter 178 of the Laws of 1911, to use the income thereof for the purchase of plants, flowers and trees, or for other purposes in connection with said Botanic Garden and Arboretum.

And it is hereby expressly agreed that this contract may be cancelled and annulled at any time by the party of the first part, providing the Board of Estimate and Apportionment of the party of the first part, its successor or successors, after notice in writing to the party of the second part, served by mailing or otherwise, notifying the party of the second part that some action is to be taken in reference to this agreement, by a vote of three-fourths of all its members, by motion or resolution decide that it is for the best interests of the party of the first part that said contract be cancelled or annulled. And it is further agreed that upon said Board of Estimate and Apportionment aforesaid directing the cancellation or annullment of said contract, that the party of the first part shall serve upon the party of the second part, or its successor or successors, or any officer thereof, a notice in writing notifying the said party of the second part of the action of the said Board of Estimate and Apportionment, and the said party of the second part shall thereafter, and before the expiration of six months after the date of the service of said notice in writing, as aforesaid, notifying the party of the second part of the cancellation or annullment of the contract by the party of the first part, quit or surrender the said premises and remove all of its property therefrom except as hereinbefore provided, and after such notice said party of the second part shall and will at or before the expiration of six months, quietly and absolutely yield up and surrender to the party of the first part, its successor or successors, all and singular the aforesaid demised premises, and upon the failure of the party of the second part to remove from said premises all its property and surrender and quit said premises as aforesaid, within six months after the service of notice as aforesaid, the said party of the first part shall have the right to enter in and upon said premises and take possession of same, together with all property of every kind, nature and description remaining thereon.

And it is further understood and agreed by and between the parties hereto that this agreement may be wholly cancelled or annulled, or from time to time be modified as may be mutually agreed in writing between said parties, or their successor or successors, anything herein contained to the contrary in anywise notwithstanding.

In witness whereof the party of the first part has caused this agreement to be executed by its Mayor, pursuant to a resolution of the Board of Estimate and Apportionment adopted at a meeting held on the 11th day of July, in the year of our Lord nineteen hundred and twelve, and the said party of the second part has caused the same to be executed by its President and Treasurer, and its official seal affixed thereto, pursuant to a resolution of the Board of Trustees of the Brooklyn Institute of Arts and Sciences adopted at a meeting held on the 8th day of March, in the year of our Lord nineteen hundred and twelve.

CITY OF NEW YORK,
W. J. GAYNOR, Mayor.
BROOKLYN INSTITUTE OF ARTS AND SCIENCES,
A. AUGUSTUS HEALY, President.
CLINTON H. LUDLUM, Treasurer.

Approved as to form: JOHN L. O'BRIEN, Acting Corporation Counsel.

The Secretary presented communications as follows:

From the President of the Borough of Brooklyn, requesting authority to charge the cost of repaving Berry street, between North 7th and North 11th streets, and between North 12th and North 13th streets, Brooklyn, to the Repaving Fund;

From the Commissioner of Health, requesting the Board to approve of the expenditure of an amount not exceeding $10,000 from the moneys now in the Antitoxin Fund, for expenses of the Research Laboratory other than salaries;

From the Commissioner of Licenses requesting the Board to reconsider its action of June 20, 1912, in disapproving his request for the modification of salary schedule No. 1301 for the year 1912, providing for the increase in salary of the Law and Complaint Clerk in said office from $2,000 to $2,250 per annum, to take effect as of May 28, 1912;

From the Public Service Commission requesting the Board to consent to the award of the contract for the construction of Section 1 of Route 19 and 22 of the proposed Southern Boulevard and Westchester Avenue Rapid Transit Railroad—beginning at a point under East 138th street, in the Borough of The Bronx, about 100 feet east of the east line of Alexander avenue and extending under East 138th street, private property, and Southern boulevard to a point under Southern boulevard about 270 feet north of the northeast corner of East 147th street, The Bronx, and to authorize corporate stock to meet the requirements of same in the sum of $2,253,281.75.

From the District Attorney, New York County, requesting an issue of $15,000 special revenue bonds to provide the necessary means for the proper conduct of certain criminal actions arising out of the murder of Herman Rosenthal.

From the Sheriff, New York County, requesting that the resolution adopted July 15, 1912, authorizing the issue of $1,214.25 special revenue bonds (subdivision 8, section 188 of the Charter) for the purpose of defraying expenses incurred at the Primary Election held March 26, 1912, be amended by increasing said amount to $1,820.25, the appropriation originally requested to be authorized by resolution of the Board of Aldermen.

From the Chairman, Board of Examiners of the City of New York, requesting that an appropriation of $910 be made to meet a deficiency in the Budget appropriation for said Board for 1912.

Which were referred to the Comptroller.

The Secretary presented communications as follows:

From the Commissioner of Parks, Boroughs of Manhattan and Richmond, requesting the amendment of resolution adopted July 17, 1911, which authorized the issue of $50,000 corporate stock to provide means for the general improvement of Silver Lake Park, by making applicable $15,000 of said sum for the general improvement of the triangle at Washington Park, Stapleton, Staten Island, including the erection of a comfort station.

From the Commissioner of Parks, Borough of The Bronx, requesting that the resolution adopted July 17, 1911, authorizing the issue of $12,500 corporate stock to provide means for the erection of an additional greenhouse in the New York Botanical Garden, be amended, by reducing said sum to $12,000; also requesting the issue of $500 corporate stock to provide means for the construction of masonry retaining wall, north side of Woodlawn avenue bridge approach in the New York Botanical Garden.

From the Commissioner of Parks, Borough of Queens, relative to certain items contained in the departmental estimate of corporate stock requirements for the year beginning July 1, 1912, which are considered urgent.

From the Commissioner of Water Supply, Gas and Electricity, requesting the issue of $8,913.81 corporate stock for the payment of supplies and materials used in connection with well driving equipment loaned to said department by the Board of Water Supply.

From the Secretary, Department of Health, requesting authority to charge the additional cost of constructing a building for the accommodation of the Children's and Women's Unit of the tuberculosis sanatorium at Otisville, to the corporate stock account known as "C. D. H.—7R, Department of Health, Sanatorium at Otisville, New York, construction of building and improvement of grounds by departmental labor."

From the Executive Secretary, Board of Inebriety, requesting the issue of $10,000 corporate stock to provide means for the making of a survey and contours, and for the repair and reconstruction of buildings on property authorized to be acquired by the Board of Estimate and Apportionment on July 15, 1912, for an Industrial Farm for Inebriates, at Greycourt, New York.

From the President of the Bronx Parkway Commission, requesting the issue of $6,000 corporate stock for the expenses of said Commission for the remainder of the year 1912, in connection with the acquisition of land, etc.

From the Chairman of the Highway Committee, West End Citizens' League, Woodhaven. Borough of Queens, requesting the Board to make an appropriation to provide for the opening of a roadway through Cypress Hills Cemetery, connecting Highland Boulevard with Forest Park.

From Rosenthal and Steckler enclosing, for the consideration of the Board, copy of decision of Mr. Justice Brady, in the Supreme Court, on the motion made by the above attorneys on behalf of Mr. Samuel Green, owner of premises Nos. 43-45 Centre street, involving the fixing of the date of vesting title of the Court House site, and stating that the owner of said premises feels that further litigation may be obviated by the compliance with the suggestion of the Court that the Board of Estimate and Apportionment pass a resolution immediately vesting title to the Court House site, and a

Petition of owners and lessees of premises selected as a site for the New York County Court House, requesting that title vest in said site on the 1st day of October, 1912.

Which were referred to the Corporate Stock Budget Committee, consisting of the Comptroller, the President of the Board of Aldermen and the President of the Borough of Manhattan.

The Secretary presented the following communication from the Department of Parks, Borough of Queens, requesting authority to employ laborers on construction work in Forest, Linden, Kings and Rainey parks, payable from corporate stock funds providing for the improvement of said parks, such employment to commence on the 20th of September and continue as long as may be necessary to accomplish a total of 3,828 days' work, estimated at $9,570, together with a report of the Comptroller recommending approval of said request by modifying the schedule:

The City of New York, Department of Parks, Borough of Queens, September 11, 1912.

The Honorable the Board of Estimate and Apportionment, 277 Broadway, New York City:

Gentlemen—I respectfully and earnestly request your Honorable Board to consent, at your next meeting on the 19th inst., to the employment of laborers on construction work in Forest, Linden, Kings and Rainey parks, payable from the corporate stock funds provided for the improvement of said parks, such employment to commence on the 20th of September and continue as long as may be necessary to accomplish a total of 3,828 days' work (estimated) amounting to $9,570.

If this is granted at this time I can place a considerable number of the regular men (who are experienced in park work) upon construction work in Forest, Linden, Kings and Rainey parks, which can be done with advantage at this time and thereby obviate the necessity for the laying off of many of the regular force who will otherwise be laid off on September 20th, on account of the exhaustion of the appropriation.

Very respectfully, W. G. ELIOT, Commissioner of Parks, Borough of Queens.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 19, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On September 11, 1912, the Commissioner of Parks, Borough of Queens, requested modification of a schedule of Temporary Employees paid from Corporate Stock Fund. In connection therewith I report as follows:

The Commissioner states that the existing schedule will carry the present laboring force only to September 20, 1912. He proposes, therefore, to include Laborers, at $2.50, for 3,828 days, or a total of $9,570. He estimates that this provision will be sufficient to the end of the year. In the corporate stock funds for the improvement of Forest, Linden, Kings and Rainey parks there is an available balance of $70,000, from which the amount involved is to be paid.

The Commissioner states that the force is to be used exclusively on construction work.

I recommend the adoption of the attached resolution approving the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule, as revised, for the Department of Parks, Borough of Queens, for the year 1912, to take effect September 21, 1912, as follows:

DEPARTMENT OF PARKS, BOROUGH OF QUEENS.

Personal Service.

Maintenance, Parks and Boulevards.

	Paid from Tax Levy Appropriation.	Paid from Corporate Stock.	Total.
1101. Wages, Temporary Employees—			
Pruner and Climber, at $2.50 per day (3,500 days)	$8,750 00	....	$8,750 00
Engineer, at $4.50 per day (600 days)	2,700 00	....	2,700 00
Driver, at $2.50 per day (1,080 days)	2,700 00	....	2,700 00
Laborer, at $2.50 per day (15,428 days)	20,000 00	$18,570 00	38,570 00
Playground Attendant, at $3 per day (366 days)	1,098 00	....	1,098 00
Playground Attendant, at $2 per day (366 days)	732 00	....	732 00
Schedule total			$54,550 00
Tax levy part allowance			$35,980 00
Corporate stock part allowance			18,570 00
Total allowance			$54,550 00

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 Secretary presented the following communication from the Public Service Commission for the First District requesting, and report of the Comptroller recommending, that the Board consent to the award of the proposed contract to be entered into between Frederick L. Cranford and The City of New York, acting by the Public Service Commission, for the construction of Section 1, Route 5, of the proposed Lexington Avenue Rapid Transit Railroad—beginning at Trinity place, at a point about 50 feet north of the north building line of Morris street, and extending thence under Trinity place and Church street to a point about 80 feet north of the centre line of Dey street, and authorize the issue of $1,222,269.20 corporate stock, to meet the requirements of said contract:

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau street, New York.

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

The Public Service Commission for the First District herewith transmits to you for your consent as required by law a proposed contract between The City of New York and Frederick L. Cranford for the construction at the public expense of Section No. 1 of Route No. 5, being that portion of the proposed Lexington Avenue Rapid Transit Railroad which begins under Trinity place, in the Borough of Manhattan, at a point about fifty (50) feet north of the north building line of Morris street, and extends thence under Trinity place and Church street to a point about eighty (80) feet north of the centre line of Dey street.

The Public Service Commission for the First District further requests your Honorable Board to consent to the said contract herewith transmitted and to prescribe a limit to the amount of bonds available to meet the requirements of the said contract, to wit, the sum of one million two hundred and twenty-two thousand two hundred and sixty-nine and 20-100 dollars ($1,222,269.20), and also to direct the Comptroller of The City of New York to issue the bonds of said City at such a rate of interest as the Commissioners of the Sinking Fund of said City may prescribe for the purpose of providing the necessary means for construction at the public expense of said portion of such railroad.

And the Public Service Commission for the First District does hereby, pursuant to section 45 of the Greater New York Charter, make request for the authorization of such corporate stock for the full amount sufficient to pay the entire estimated expense of executing such contract, to wit, the sum of one million two hundred and twenty-two thousand two hundred and sixty-nine and 20-100 dollars ($1,222,269.20).

In witness whereof, the Public Service Commission for the First District has caused its official seal to be hereto affixed and attested by its Secretary and these presents to be signed by its Chairman, this 16th day of September, 1912.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
W. R. WILLCOX, Chairman.

Attest: TRAVIS H. WHITNEY, Secretary.

Resolved, That this Commission hereby accepts the proposal of Frederick L. Cranford, dated September 9, 1912, for the construction of Section 1 of Route No. 5, being that portion of the proposed Lexington Avenue Rapid Transit Railroad which begins under Trinity place, in the Borough of Manhattan, at a point about fifty (50) feet north of the north building line of Morris street and extends thence under Trinity place and Church street to a point about eighty (80) feet north of the centre line of Dey street, the aggregate of the unit prices in the proposal amounting to one milion two hundred and twenty-two thousand two hundred and sixty-nine dollars and twenty cents ($1,222,269.20).

Resolved, That the Chairman and the Secretary be and they hereby are authorized on behalf of the Commission to execute a contract in the form attached to the said proposal and to deliver the same if and when consented to by the Board of Estimate and Apportionment and upon compliance by said Frederick L. Cranford with the requirements of the Invitation to Bidders attached to the said proposal.

Resolved, That the Chairman and the Secretary be and they hereby are authorized and directed to request the Board of Estimate and Apportionment to consent to the said contract and to prescribe a limit to the amount of bonds available to meet the requirements of the said contract, to wit, the sum of one million two hundred and twenty-two thousand two hundred and sixty-nine dollars and twenty cents ($1,222,269.20), and also to request the said Board of Estimate and Apportionment to direct the Comptroller of The City of New York to issue the bonds of said City at such a rate of interest as the Board of Commissioners of the Sinking Fund of said City may prescribe for the purpose of providing the necessary means for construction at the public expense of the said portion of such railroad and also to make request for the authorization of bonds for the full amount sufficient to pay the entire estimated expense of executing such contract, to wit, the sum of one million two hundred and twenty-two thousand two hundred and sixty-nine dollars and twenty cents ($1,222,269.20).

Resolved, That the Secretary give notice to the said Frederick L. Cranford that his proposal has been accepted and the contract awarded to him by this Commission subject to its being consented to by the Board of Estimate and Apportionment as required by law.

Resolved, That it be referred to Counsel to the Commission to inquire into the sufficiency of the securities proposed to be given by the said Frederick L. Cranford and in behalf of the Commission to do any such act as may be necessary and incidental to the furnishing of a proper bond.

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

I, Travis H. Whitney, Secretary of the Public Service Commission for the First District, de hereby certify, that I have compared the above with the original adopted by said Commission on September 16, 1912, and that it is a correct transcript therefrom and of the whole of the original.

In testimony whereof, I have hereunto subscribed my hand and affixed the seal of the Commission this 16th day of September, 1912.

(SEAL) TRAVIS H. WHITNEY, Secretary.

Public Service Commission for the First District—Invitation to Contractors and Forms of Contract, Bond and Contractor's Proposal for Construction of a Part of a Rapid Transit Railroad, Portion of Lexington Avenue Route (*Route No.* 5), *Section No.* 1.

Form finally adopted by the Commission August 6, 1912, and approved as to form by the Corporation Counsel and filed on commencement of advertisement of Invitation to Contractors.

INVITATION TO CONTRACTORS

PART OF LEXINGTON AVENUE ROUTE.

The City of New York, acting by the Public Service Commission for the First District (herinafter called "the Commission"), invites proposals to construct Section No. 1 of the Lexington Avenue Rapid Transit Railroad.

The points within the City between which the said part is to run and the route or routes to be followed are briefly as follows:

> Section No. 1. Beginning at a point under Trin[illegible] Place, in the Borough of Manhattan, about fifty (50) feet north of the north building line of Morris Street and extending thence under Trinity Place and Church Street to a point about eighty (80) feet north of the centre line of Dey Street; with a station in Trinity Place at Exchange Alley and Rector Street and a station in Church Street at Cortlandt and Dey Streets.

The general plan of construction calls for a subsurface railroad having two tracks. The details of the construction of the railroad and appurtenances are more particularly indicated on the contract drawings.

Bidders will not be required to provide or lay tracks, ties or ballast, nor to do station finish work.

The work of construction under the contract will include the construction of all necessary sewers and connections along the route of the railroad; also the necessary support, maintenance, readjustment and reconstruction of vaults adjacent to buildings, pipes, tubes, conduits, subways or other subsurface structures; the support and care, including underpinning where necessary, of all buildings, monuments, surface, subsurface and elevated railroads and other structures, etc., affected by or interfered with during the construction of the work; also the restoration of the sidewalks and the temporary paving and maintenance of roadways.

The method of construction will be by trench excavation under cover, unless otherwise permitted by the Commission, as set forth in the form of contract.

Bidders must examine the form of contract and the specifications, maps and plans; must visit the location of the work and inform themselves of the present conditions along the line thereof and make their own estimates of the facilities and difficulties attending the execution of the proposed work.

A fuller description of the work to be done is set forth, and other requirements, provisions, details and specifications are stated, in the printed form of contract and in the contract drawings therein referred to. Printed copies of the form of contract, bond and contractor's proposal may be had on application at the office of the Commission, No. 154 Nassau Street, Borough of Manhattan, City of New York. The contract drawings may be inspected at the same office, and copies thereof may be purchased by prospective bidders on payment of five dollars ($5.00). The printed form of contract and the contract drawings are to be deemed a part of this invitation.

Partial payments to the Contractor will be made monthly as the work proceeds as provided in the form of contract.

The Contractor will be required to complete the work as soon as practicable and within a period of forty (40) months.

Sealed bids or proposals will be received at the office of the Commission at No. 154 Nassau street, Borough of Manhattan, City of New York, until the 10th day of September, 1912, at twelve (12) o'clock noon, at which time, or at a later date to be fixed by the Commission, the proposals will be publicly opened.

Proposals must be in the form prescribed by the Commission, copies of which may be obtained at the office of the Commission.

A statement based upon the estimate of the Engineer of the quantities of the various classes of the work and of the nature and extent as near as practicable of the work required is to be found in the schedule forming a part of the form of Contractor's Proposal. The quantities given in such schedule are approximate only, being given as a basis for the uniform comparison of bids and no claim is to be made against the City on account of any excess or deficiency, absolute or relative, in the same, except as provided in the specifications and form of contract.

All proposals must, when submitted, be enclosed in a sealed envelope endorsed *"Proposal for Constructing Part of Rapid Transit Railroad—Route No.* 5, *Section No.* 1," and must be delivered to the Commission or its Secretary; and in the presence of the person submitting the proposal, it will be deposited in a sealed box in which all proposals will be deposited. No proposal will be received or deposited unless accompanied by a separate certified check drawn upon a national or state bank or trust company having its principal office in the City of New York, satisfactory to the Commission and payable to the order of the Comptroller of The City of New York for the sum of fifteen thousand ($15,000) dollars. Such check must not be enclosed in the envelope containing the proposal.

The Unit Prices must not be improperly balanced, and any bid which the Commission considers detrimental to the City's interests may be rejected.

No proposal, after it shall have been deposited with the Commission, will be allowed to be withdrawn for any reason whatever.

The award of the contract will be made by the Commission as soon as practicable after the opening of the proposals.

Bidders whose proposals are otherwise satisfactory, in case the sureties or securities named by them are not approved by the Commission, may substitute in their proposals the names of other sureties or securities approved by the Commission, but such substitution must be made within five days after notice of disapproval, unless such period is extended by the Commission.

A bidder whose proposal shall be accepted shall, in person or by duly authorized representative, attend at the said office of the Commission within ten days after the delivery of a notice by the Commission that his proposal is accepted and that the contract is consented to by the Board of Estimate and Apportionment, and such bidder shall then deliver a contract in the form referred to, duly executed and with its execution duly proved.

At the time of the delivery of the contract, the Contractor will be required to furnish security to the City by giving a bond for seventy-five thousand ($75,000) dollars. At the option of the successful bidder cash or approved securities may be deposited instead of giving a bond. If securities are deposited in place of a bond under this contract, they must be of the character of securities in which Savings Banks may invest their funds and must be approved by the Commission.

The Contractor's bond must be in the form annexed to the form of contract.

In addition and as further security fifteen (15%) per centum of the amounts certified from time to time to be due to the Contractor will be deducted until the amounts so deducted and retained shall equal the sum of two hundred thousand ($200,000) dollars. Thereafter there shall be so deducted and retained for such purpose ten (10%) per centum of the amounts certified from time to time to be due to the Contractor. The Contractor may from time to time withdraw portions of the amounts so retained upon depositing in lieu thereof corporate stock of The City of New York equal in market value to the amount so withdrawn.

In case of failure or neglect to execute and deliver the contract or to execute and deliver the required bond or to make the required deposit, such bidder will, at the option of the Commission, be deemed either to have made the contract or to have abandoned the contract. In the latter case, the Commission will give notice thereof to such defaulting bidder, and the Commission may thereupon proceed to make another contract with such, if any, of the original bidders as, in the opinion of the Commission, it will be to the best interests of the City to contract with, or may by new advertisement invite further proposals. The defaulting bidder shall thereupon be liable to the City for all loss and damage by it sustained, including the excess, if any, of the amount it shall pay any other Contractor over the amount of the bid of such defaulting bidder.

If the Commission shall give notice to any bidder that his or its proposal is accepted and that the contract is consented to by the Board of Estimate and Apportionment, and if the bidder shall fail within ten days thereafter or within such further period, if any, as may be prescribed by the Commission, to execute and deliver the contract and to execute and deliver the bond with sureties, or to make the required deposit, then the Invitation to Contractors and proposal accepted as aforesaid shall be a contract binding the bidder to pay to the City the damage by it sustained by reason of such failure, and in such case the bidder shall, by the terms of the proposal, absolutely assign to the City the ownership of the check accompanying his or its proposal as a payment on account of such damages.

All such deposits made by bidders whose proposals shall not be accepted by the Commission will be returned to the person or persons making the same within five days after the contract shall be executed and delivered. The deposit of the successful bidder will be returned when the contract is executed and its provisions in respect of the bond or deposit are complied with.

The right to reject any and all bids is reserved.

New York, August 6, 1912.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
By WILLIAM R. WILLCOX, Chairman.

TRAVIS H. WHITNEY, Secretary.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.

CONTRACT FOR THE CONSTRUCTION OF A PART OF A RAPID TRANSIT RAILROAD, ROUTE No. 5, SECTION No. 1.

Approved as to form this 6th day of August, 1912.

JOHN L. O'BRIEN, Acting Corporation Counsel.

RAPID TRANSIT RAILROAD.

CONTRACT.

Route No. 5, *Section No.* 1.

Agreement made this day of , 1912, between The City of New York, hereinafter called the City, acting by the Public Service Commission for the First District, hereinafter called the Commission, party of the first part, and Frederick L. Cranford, hereinafter called the Contractor, party of the second part.

Whereas, The Commission in behalf of the City by due advertisement, pursuant to law, has invited contractors to submit to the Commission proposals for making this contract; and

Whereas, The Contractor has thereupon duly submitted to the Commission a proposal, which has been accepted; and

Whereas, The Board of Estimate and Apportionment of The City of New York has consented to this contract;

Now, therefore, in consideration of the mutual covenants and agreements hereinafter contained, and under the authority of chapter 4 of the laws of 1891, entitled, "An Act to provide for Rapid Transit Railways in Cities of over One Million Inhabitants." and of the various acts amending the same, the parties do hereby, the City for itself and its successors and the Contractor for himself, his executors, administrators and assigns, agree each with the other as follows:

I.

GENERAL PROVISIONS AND DEFINITIONS.

Outline of Contract.

Article I. The Contractor agrees to construct the part hereinafter described of a Rapid Transit Railroad, with its appurtenances. The City agrees to pay the Contractor the sums of money hereinafter mentioned at the times and in the manner and upon the terms and conditions hereinafter set forth.

Brief Description of Works.

Article II. The Railroad to be constructed under this contract forms a part of a certain route adopted by the Board of Rapid Transit Railroad Commissioners for The City of New York on May 12, 1905, and which as modified is known as the Lexington Avenue Route—or Route No. 5. The part to be constructed under this contract consists of

Section No. 1.

Morris Street and Trinity Place to Dey and Church Streets.

Beginning at a point under Trinity Place, in the Borough of Manhattan, about fifty (50) feet north of the north building line of Morris Street and extending thence under Trinity Place and Church Street to a point about eighty (80) feet north of the centre line of Dey Street; with a station in Trinity Place at Exchange Alley and Rector Street and a station in Church Street at Cortlandt and Dey Streets.

The precise location of the tracks, and the dimensions and other characteristics of the Railroad are more fully stated in the specifications forming a part of this contract, and in the detailed drawings and plans hereinafter mentioned.

Statutes Incorporated Herein.

Article III. This contract is made pursuant to the Rapid Transit Act, which is to be deemed a part hereof as if it were incorporated herein.

Marginal Notes, etc.

Article IV. Titles, headings, running headlines and marginal notes are printed hereon merely for convenience, and shall not be deemed to be any part of this contract for any purpose whatever.

Definitions of Words.

Article V. The following words and expressions used in this contract shall, except where by the context it is clear that another meaning is intended, be construed as follows:

"City."

(1) The word "City" to mean The City of New York, and any other corporation or division of government to which the ownership, rights, powers and privileges of The City of New York under the Rapid Transit Act, shall hereafter come, belong or appertain.

"Commission."

(2) The word "Commission" to mean the Public Service Commission for the First District, and any other board, body, commission, official or officials, to which or to whom the powers now belonging to the said Commission in respect of the location, construction, equipment, maintenance and operation of Rapid Transit Railroads under the provisions of the Rapid Transit Act shall, by virtue of any act or acts, hereafter pass or be held to appertain.

"Contractor."

(3) The word "Contractor" to mean the party of the second part to this contract, and his executors, administrators and assigns and any and every person or corporation who or which shall at any time be liable in the place or for the party of the second part to perform any obligations under this contract assumed by the said party of the second part. For convenience the Contractor is hereinafter referred to as if the Contractor were an individual. The word "he" shall, as the sense may require, include "it," "she" and "they"; the word "him" shall include "her," "it" and "them"; and the word "his" shall include "its," "her" and "their."

"Comptroller"

(4) The word "Comptroller" to mean the Comptroller of The City of New York, and the officer or board to whom or to which his powers now existing under the Rapid Transit Act shall come to appertain.

"Engineer."

(5) The word "Engineer" to mean the Chief Engineer of the Commission or his duly authorized representative and any successor or successors duly appointed or any deputy or substitute for him who shall be appointed by the Commission or by its authority.

"Rapid Transit Act."

(6) The words "Rapid Transit Act" to mean chapter 4 of the laws of 1891 as amended by chapters 102 and 556 of the laws of 1892, chapters 528 and 752 of the laws of 1894, chapter 519 of the laws of 1895, chapter 729 of the laws of 1896, chapter 616 of the laws of 1900, chapter 587 of the laws of 1901, chapters 533, 542, 544 and 584 of the laws of 1902, chapters 562 and 564 of the laws of 1904, chapters 599 and 631 of the laws of 1905, chapters 472, 606 and 607 of the laws of 1906, chapter 429 of the laws of 1907, chapter 498 of the laws of 1909, chapters 205, 504, 505 and 506 of the laws of 1910, and chapter 888 of the laws of 1911, and chapter 226 of the laws of 1912, or as heretofore otherwise amended.

"Railroad."

(7) The word "Railroad" to mean the part which the Contractor agrees by this contract to build, together with all appurtenances thereto which are to be constructed or provided by the Contractor.

"The Works."

(8) The words "the Works" to mean all of the matters and things herein agreed to be furnished or done by or on the part of the Contractor.

"New York."

(9) The words "New York" to mean The City of New York according to its boundaries at the date of this contract.

"Daily Newspaper."

(10) The words "daily newspaper" to mean any paper regularly published in New York on every day or every day except Sundays and holidays.

"Notice;" "Direction."

(11) The word "notice" to mean a written notice. The word "direction" to mean a written direction.

Wherever in the specifications or upon the drawings the words "directed," "required," "permitted," "ordered," "designated," "prescribed" or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended, and similarly the words "approved," "acceptable," "satisfactory" or words of like import shall mean approved by or acceptable or satisfactory to the Engineer.

Legal Address of Contractor; Address May be Changed.

Article VI. The address given in the bid or proposal, upon which this contract is founded, is hereby designated as the place where all notices, directions and other communications to the Contractor shall be certified, mailed or delivered. The delivering at the above-named place or depositing in a post-paid wrapper directed to the above place, in any post-office box regularly maintained by the Post-office Department, of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Commission. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally.

Contractor Responsible for Acts of Sub-Contractor's Employees.

Article VII. If the Contractor shall cause any part of this contract to be performed by a sub-contractor, the provisions of this contract shall apply to such sub-contractor and his officers, agents and employees in all respects, as if he and they were employees of the Contractor; and the Contractor shall not be in any manner thereby discharged from his obligations and liabilities hereunder, but shall be liable hereunder for all acts and negligence of the sub-contractor, his officers, agents and employees as if they were employees of the Contractor. The employees of the sub-contractor shall be subject to the same provisions hereof as employees of the Contractor; and the work or materials furnished by the sub-contractor shall be subject to the provisions hereof, as if furnished directly by the Contractor.

Commission May Disapprove Sub-Contractors.

Article VIII. The Contractor, before making any sub-contract of the work, shall state in writing to the Commission the name of the proposed sub-contractor, the portion of the work which such sub-contractor is to do or the materials which such sub-contractor is to furnish, the place of business of such sub-contractor and such other information as the Commission may require. The Commission shall have the right to require the Contractor not to award any sub-contract to a person, firm or corporation disapproved of by the Commission.

II.

WORK TO BE DONE, PRICES, ETC.

Work to be Done.

Article IX. The Contractor shall do all the work and furnish all the materials, plant, tools and appliances necessary or proper for performing and completing the work of constructing the Railroad in the manner and within the time hereinafter specified. He shall complete the Railroad and do all work and furnish all labor and materials in and about the construction of the Railroad to the satisfaction of the Commission and in accordance with this contract and the specifications and drawings herein mentioned at the prices herein agreed upon and fixed therefor; provided, however, that said contract drawings may from time to time be altered or modified as hereinafter provided.

Construction Includes Incidental Work.

Article X. In order to construct the Railroad it will be necessary to take up and relay the sidewalk pavement or other surface material, and to lay and maintain a temporary pavement in the roadways, to protect, support and maintain during construction all buildings and other structures, including their foundations, and all surface, subsurface and elevated railroads, water mains, gas pipes, electric subways, poles and wires, pneumatic tubes, steam pipes, vaults, including vaults of abutting property, and other surface, subsurface and overhead structures, together with their necessary connections, as the same may be met with along the route; to build sewers both along the route and other streets; to make or remake the necessary manholes, catch basins and other sewer connections therewith; to move, alter, readjust or rebuild water mains, gas pipes, electric subways, pneumatic tubes, steam pipes, vaults, including vaults of abutting property, and other subsurface structures, together with their necessary connections; and to do all such additional and incidental work as may be necessary for the completion of the Railroad and the reconstruction and restoration of the street pavements or other surfaces (except as herein provided in respect of temporary pavements for roadways), adjacent to the route of the Railroad and which may have been directly or indirectly disturbed or injured by the Contractor in the progress of the work of construction, to as useful and good a condition as existed before construction shall have been begun. All such work of every description including underpinning wherever necessary, of all buildings or structures of whatsoever nature, monuments, and surface, subsurface, and elevated railroads affected by or interfered with during the construction of the Railroad, is part of the work which is included in this contract, and which the Contractor agrees to perform for the prices herein agreed upon.

Prices.

Article XI. The City will pay and the Contractor shall receive in full compensation for furnishing the necessary plant and all the materials and labor, and for performing and completing all the work which is necessary or proper to be furnished or performed in order to complete the Railroad (including all incidental work) and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of any description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, the following prices, to wit:

SCHEDULE OF UNIT PRICES.

Item 1. For earth excavation above mean high water (except excavation for sewers and pipes), including the disposal of it, etc., the sum of four and 68-100 dollars ($4 68-100) per cubic yard.

Item 2. For earth excavation below mean high water (except excavation for sewers and pipes), including the disposal of it, etc., the sum of eight dollars ($8.00) per cubic yard.

Item 2-A. For earth excavation, both above and below mean high water, for sewers and pipes, including the disposal of it, etc., the sum of four and 50-100 dollars ($4 50-100) per cubic yard.

Item 3. For rock excavation (except excavation for sewers and pipes), including the disposal of it, etc., the sum of twelve dollars ($12.00) per cubic yard.

Item 3-A. For rock excavation for sewers and pipes, including the disposal of it, etc., the sum of six dollars ($6.00) per cubic yard.

Item 4. For underpinning buildings, including all incidental work and material, as follows:

(a) For buildings less than seven (7) stories in height the sum of one hundred and ten dollars ($110.00) per lineal front foot of building underpinned.

(b) For buildings from seven (7) to twelve (12) stories in height the sum of one hundred and fifty dollars ($150.00) per lineal front foot of building underpinned.

(c) For buildings over twelve (12) stories in height the sum of one hundred and fifty dollars ($150.00) per lineal front foot of building underpinned.

Item 6. For concrete masonry, in place, the sum of eight dollars ($8.00) per cubic yard.

Item 6. For concrete masonry, in place, the sum of eight dollars ($8.00) per cubic yard.

Item 7. For protective concrete masonry, in place, outside of waterproofing, the sum of eight and 50-100 dollars ($8.50) per cubic yard.

Item 8. For rubble stone masonry, in place, the sum of six dollars ($6.00) per cubic yard.

Item 8-A. For dry rubble masonry, in place, the sum of five dollars ($5.00) per cubic yard.

Item 9. For brick masonry, in place, the sum of ten dollars ($10.00) per cubic yard.

Item 10. For hollow terra cotta brick masonry, in place, the sum of ten dollars ($10.00) per cubic yard.

Item 11. For grout of Portland cement, the sum of three dollars ($3.00) per barrel of Portland cement used.

Item 12. For timber piles, in place and prepared, the sum of two dollars ($2.00) per lineal foot.

Item 13. For timber foundations, placed and fastened, the sum of seventy-five dollars ($75.00) per thousand feet, board measure.

Item 14. For broken stone or gravel, in place, other than that used in concrete, the sum of two and 25-100 dollars ($2 25-100) per cubic yard.

Item 15. For waterproofing, treated woven fabric, laid with pitch or asphaltum, in place, as follows:

(a) For one-ply, the sum of fifty cents ($0 50-100) per square yard.
(b) For two-ply, the sum of sixty-five cents ($0 65-100) per square yard.
(c) For three-ply, the sum of seventy-five cents ($0 75-100) per square yard.
(d) For four-ply, the sum of eighty-five cents ($0 85-100) per square yard.
(e) For five-ply, the sum of ninety-five cents ($0 95-100) per square yard.
(f) For six-ply, the sum of one and 5-100 dollars ($1 5-100) per square yard.

Item 16. For waterproofing, brick laid in asphalt mastic, in place, the sum of twenty-seven dollars ($27.00) per cubic yard.

Item 17. For vitrified or cast iron drain pipe, in place, as follows:

(a) For twelve (12) inch vitrified pipe, the sum of sixty cents ($0 60-100) per lineal foot.

(b) For ten (10) inch vitrified pipe, the sum of fifty-five cents ($0 55-100) per lineal foot.

(c) For eight (8) inch vitrified pipe, the sum of fifty cents ($0 50-100) per lineal foot.

(d) For six (6) inch vitrified pipe, the sum of forty-five cents ($0 45-100) per lineal foot.

(e) For four (4) inch vitrified pipe, the sum of forty cents ($0 40-100) per lineal foot.

(f) For eight (8) inch cast iron pipe, the sum of dollars ($) per lineal foot.

(g) For six (6) inch cast iron pipe, the sum of one dollar ($1.00) per lineal foot.

(h) For four (4) inch cast iron pipe, the sum of eighty cents ($0 80-100) per lineal foot.

(i) For ten (10) inch cast iron pipe, the sum of one and 10-100 dollars ($1 10-100) per lineal foot.

Item 17-A. For cast iron pipe and fittings, including specials, "extra heavy," in place, the sum of

(a) For three (3) inch, the sum of one dollar ($1.00) per lineal foot.

(b) For four (4) inch, the sum of one dollar ($1.00) per lineal foot.

(c) For six (6) inch, the sum of one and 25-100 dollars ($1 25-100) per lineal foot.

(d) For eight (8) inch, the sum of one and 50-100 dollars ($1 50-100) per lineal foot.

Item 18. For tunnel ducts in place as required by Section No. 407 of the Specications, the sum of twelve cents ($0 12-100) per duct foot.

Item 19. For riveted steel, painted and erected, the sum of sixty-three dollars ($63.00) per ton of two thousand pounds.

Item 20. For steel beams and shapes with connections, painted and erected, the sum of fifty-five dollars ($55.00) per ton of two thousand pounds.

Item 21. For steel rods and bars built in concrete, the sum of fifty dollars ($50.00) per ton of two thousand pounds.

Item 25. For miscellaneous iron castings (other than tunnel lining) such as manhole heads and covers, gratings, etc., but not including castings for sewer work or pipes, in place, the sum of fifty dollars ($50 00-100) per ton of two thousand pounds.

Item 26. For special wire forms, in place, the sum of twelve cents ($0 12-100) per pound.

Item 27. For one and one-half (1½) inch galvanized iron pipe hand rail, in place, including expansion bolts, etc., the sum of forty-five cents ($0 45-100) per lineal foot.

Item 28. For steel gratings, for ventilation, in place, including frames, etc., the sum of two and 10-100 dollars ($2 10-100) per square foot.

Item 29. For vault lights, in place, the sum of two and 15-100 dollars ($2 15-100) per square foot.

Item 30. For street surface restored:

(*a*) For street surfacc, except roadways, the sum of two and 25-100 dollars ($2 25-100) per square yard.

(*c*) For repavement of roadways between curb lines over off-line sewers, pipes or other subsurface structures, the sum of two and 50-100 dollars ($2 50-100) per square yard.

Item 32. For wrought iron electric conduits, in place, in stations, as follows:

(*a*) For three-fourths (¾) inch wrought iron conduits, the sum of thirty cents ($0 30-100) per lineal foot.

(*b*) For one and one-half (1½) inch wrought iron conduits the sum of forty-five cents ($0 45-100) per lineal foot.

(*c*) For two (2) inch wrought iron conduits the sum of sixty cents ($0 60-100) per lineal foot.

(*d*) For one (1) inch wrought iron conduit, the sum of forty cents ($0 40-100) per lineal foot.

Item 33. For cast iron outlet boxes, in place, in stations, the sum of two dollars ($2.00) each.

Item 33-A. For cast iron pull boxes, in place, in stations, the sum of two and 50-100 dollars ($2 50-100) each.

Item 34. For cast iron pipe and fittings, including specials "extra heavy" in place, in stations, as follows:

(*a*) For six (6) inch the sum of two and 25-100 dollars ($2 25-100) per lineal foot.

(*b*) For three (3) inch the sum of one and 75-100 dollars ($1 75-100) per lineal foot.

Sewers.

Vitrified and Cast Iron Pipe.

Item 38. For fifteen (15) inch vitrified pipe sewer, the sum of one and 25-100 dollars ($1 25-100) per lineal foot.

Item 39. For eighteen (18) inch vitrified pipe sewer, the sum of one and 25-100 dollars ($1 25-100) per lineal foot.

Item 40. For twenty (20) inch vitrified pipe sewer, the sum of one and 30-100 dollars ($1 30-100) per lineal foot.

Item 40-A. For twenty-two (22) inch vitrified pipe sewer, the sum of one and 35-100 dollars ($1 35-100) per lineal foot.

Item 41. For twenty-four (24) inch vitrified pipe sewer, the sum of one and 50-100 dollars ($1 50-100) per lineal foot.

Egg-Shaped Brick or Concrete Sewers.

Item 45. For 3'6"x2'4", the sum of four and 50-100 dollars ($4 50-100) per lineal foot.

Item 46. For 3'9"x2'6", the sum of five dollars ($5 00-100) per lineal foot.

Item 47. For 4'0"x2'8", the sum of five and 50-100 dollars ($5 50-100) per lineal foot.

Surface and Sub-Surface Structures.

(Except for Sewers.)

Item 75. For street surface railroads, including the support, reconstruction, rebuilding, etc., where necessary (but not including permanent masonry supports, if required and added, and not including additional vaults, if required and constructed, in excess of the number existing), as follows:

(*a*) For electric (underground trolley) railroads, the sum of eleven dollars ($11.00) per lineal foot of single track.

(*b*) For horse, storage battery or other independent motor operated railroads, the sum of ten dollars ($10 00-100) per lineal foot of single track.

(*c*) For electric (overhead trolley) railroads, the sum of ten dollars ($10.00) per lineal foot of single track.

Item 76. For the temporary and permanent support and maintenance of elevated railroad structures and all work incidental thereto, the sum of three hundred dollars ($300.00) per column.

Pipes in Streets.

For Work and Material as Called for by Section No. 64 of the Specifications.

Water and Gas Pipes.

Water Pipes.

For water pipes in place, as follows:

Item 79. For 6-inch water pipe, the sum of one and 25-100 dollars ($1 25-100) per lineal foot.

Item 82. For 12-inch water pipe, the sum of one and 60-100 dollars ($1 60-100) per lineal foot.

Item 84. For 20-inch water pipe, the sum of one and 75-100 dollars ($1 75-100) per lineal foot.

Gas Pipes.

For gas pipes in place, as follows:

Item 89. For 3-inch gas pipe, the sum of one and 25-100 dollars ($1 25-100) per lineal foot.

Item 90. For 4-inch gas pipe, the sum of one and 50-100 dollars ($1 50-100) per lineal foot.

Item 91. For 6-inch gas pipe, the sum of one and 50-100 dollars ($1 50-100) per lineal foot.

Item 94. For 12-inch gas pipe, the sum of one and 75-100 dollars ($1 75-100) per lineal foot.

Item 96. For 20-inch gas pipe, the sum of two and 25-100 dollars ($2 25-100) per lineal foot.

By-Passing Gas Pipes.

Item 99-A. For by-passing pipes, upon or below the street surface, in place, as follows:

(*a*) For 6-inch by-passing pipe, the sum of one and 50-100 dollars ($1 50-100) per lineal foot.

(*b*) For 8-inch by-passing pipe, the sum of one and 75-100 dollars ($1 75-100) per lineal foot.

(*c*) For 10-inch by-passing pipe, the sum of two dollars ($2.00) per lineal foot.

(*d*) For 12-inch by-passing pipe, the sum of two and 50-100 dollars ($2 50-100) per lineal foot.

(*e*) For 16-inch by-passing pipe, the sum of two and 75-100 dollars ($2 75-100) per lineal foot.

(*f*) For 20-inch by-passing pipe, the sum of three dollars ($3.00) per lineal foot.

New Cast-Iron Hub and Spigot Water and Gas Pipe.

Item 100. For new cast iron hub and spigot straight pipe delivered on the work, the sum of thirty-three dollars ($33.00) per ton of two thousand pounds.

Item 101. For new cast iron hub and spigot pipe, special castings, delivered on the work, the sum of sixty dollars ($60.00) per ton of two thousand pounds.

High Pressure Fire Sytem Pipes, Standard Spigot and Grooves.

For high pressure fire system pipe in place, as follows:

Item 102. For 8-inch high pressure fire system water pipe, the sum of one and 25-100 dollars ($1 25-100) per lineal foot.

Item 103. For 12-inch high pressure fire system water pipe, the sum of two and 25-100 dollars ($2 25-100) per lineal foot.

Item 104. For 16-inch high pressure fire system water pipe, the sum of three dollars ($3.00) per lineal foot.

New Cast Iron Spigot and Groove Pipe for High Pressure Fire Sytem.

Item 107. For new cast iron spigot and groove straight pipe delivered on the work, the sum of thirty-three dollars ($33.00) per ton of two thousand pounds.

Item 108. For new cast iron spigot and groove pipe, special castings, delivered on the work, the sum of sixty dollars ($60.00) per ton of two thousand pounds.

Steam Pipes.

For steam pipe, in place, as follows:

Item 109. For 6-inch steam pipe, the sum of one and 65-100 dollars ($1 65-100) per lineal foot.

Item 110. For 8-inch steam pipe, the sum of one and 90-100 dollars ($1 90-100) per lineal foot.

Item 111. For 10-inch steam pipe, the sum of two and 10-100 dollars ($2 10-100) per lineal foot.

Item 112. For 12-inch steam pipe, the sum of three and 25-100 dollars ($3 25-100) per lineal foot.

Item 113. For 15-inch steam pipe, the sum of three and 30-100 dollars ($3 30-100) per lineal foot.

Item 114. For 20-inch steam pipe, the sum of three and 50-100 dollars ($3 50-100) per lineal foot.

New Steel Welded Flanged Steam Pipe, Delivered on the Work, as Follows:

Item 115. For 6-inch steam pipe, the sum of sixty cents ($0 60-100) per lineal foot.

Item 116. For 8-inch steam pipe, the sum of one and 10-100 dollars ($1 10-100) per lineal foot.

Item 117. For 10-inch steam pipe, the sum of one and 60-100 dollars ($1 60-100) per lineal foot.

Item 118. For 12-inch steam pipe, the sum of two and 20-100 dollars ($2 20-100) per lineal foot.

Item 119. For 15-inch steam pipe, the sum of three and 25-100 dollars ($3 25-100) per lineal foot.

Item 120. For 20-inch steam pipe, the sum of four and 40-100 dollars ($4 40-100) per lineal foot.

Air Pipes.

For air pipe, in place, as follows:

Item 121. For 6-inch air pipe, the sum of sixty-five cents ($0 65-100) per lineal foot.

Item 122. For 8-inch air pipe, the sum of ninety cents ($0 90-100) per lineal foot.

New Air Pipe Delivered on the Work.

Item 123. For new 6-inch air pipe, delivered on the work, the sum of sixty cents ($0 60-100) per lineal foot.

Item 124. For new 8-inch air pipe, delivered on the work, the sum of one and 10-100 dollars ($1 10-100) per lineal foot.

Ducts in Streets.

Electric Ducts and Conduits in Streets.

(Other than tunnel ducts and street railroad ducts which are provided for in Items 18, 75a and 75c.)

Item 127. For electric ducts and conduits in place, as provided in Section No. 62 of the Specifications, the sum of sixty cents ($0 60-100) per duct foot.

Item 127-A. For wrought iron pipe used as electric ducts and conduits in place, as provided in Section No. 62 of the Specifications:

(*a*) For 2½-inch wrought iron pipe, the sum of sixty-five cents ($0 65-100) per lineal foot.

(*b*) For 3-inch wrought iron pipe, the sum of seventy cents ($0 70-100) per lineal foot.

(*c*) For 3½-inch wrought iron pipe, the sum of seventy-five cents ($0 75-100) per lineal foot.

Work Not Susceptible of Classification.

Article XII. In case any work or materials shall be required to be done or furnished in or about the Works—whether specified herein or indicated on the plans or not—which are not susceptible of classification under the Schedule of Unit Prices, the Contractor shall and will if ordered by the Engineer do and perform such work and furnish such materials at and for the actual and necessary net cost in money to the Contractor for labor and for material, where new material is used, and in addition thereto ten per centum (10%) of such net cost for the use of tools and plant, superintendence and all other expenses incidental to the performance of such work and the furnishing of such material, and the Contractor shall have no further claim in excess of the above; but this method of payment shall not apply to the performance of any work or the furnishing of any material which in part or in whole is susceptible of classification under such schedule, which work or material shall be paid for in part or in whole, as the case may be, at the unit price given in such schedules, except as herein otherwise *expressly* provided.

In case any work or material shall be required to be done or furnished under the provisions of this Article, for cost plus ten (10%) per centum, the Contractor shall at the end of each day during the progress thereof furnish to the Engineer daily time slips showing the name and number of each workman employed thereon, the number of hours employed thereon, the character of work he is doing and the wages paid or to be paid to him and also a daily memorandum of the material delivered on the work showing the amount and character of such material, from whom purchased and the amount paid or to be paid therefor. If required, the Contractor shall produce any books, vouchers, records or memoranda showing the work and materials actually paid for and the actual prices therefor.

Quantities Approximate Only.

Article XIII. It is expressly understood and agreed that the quantities of the various classes of work to be done and materials to be furnished under this contract, specified in the Contractor's Proposal, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the Works under this contract; and neither the City, nor the Commission, nor any member of the Commission, is to be held responsible that any of the said estimated quantities shall by reason of inaccuracies, or changes in the Works, be found even approximately correct in the construction of the Works; and the Contractor shall make no claim for anticipated profit, or for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities stated in the Contractor's Proposal.

Right of Commission to Amplify Plans.

Article XIV. The Commission shall have the right, during the progress of the work, to amplify the plans, to add explanatory specifications and to furnish additional specifications and drawings.

Plans May be Modified.

Article XV. The Commission further reserves the right to change the location and to alter, in any way it may deem necessary for the public interests, the drawings aforesaid, in part or altogether, at any time during the progress of the work, without constituting grounds for any claim by the Contractor for payment or allowance for damages or extra service other than is provided for items of the different classes of construction shown in the schedule, or where not susceptible of classification, then as otherwise provided herein.

Contractor Bound to Complete in Best Manner.

Article XVI. The Contractor shall complete the entire work in accordance with the specifications and contract drawings and according to the other provisions of this contract and within the times specified in this contract, in the most workmanlike manner and with the highest regard to the safety of life and property and according to the lines, levels and directions given by the Engineer, for the prices herein agreed upon.

Best Materials, Machinery, Tools, etc., to be Used.

Article XVII. The Contractor shall furnish of the best description all materials, machinery, implements, tools and labor necessary to construct and put in complete working order all work covered by the specifications, contract drawings and provisions of this contract, including all additional specifications, drawings and details issued or required as herein provided for the prices hereinbefore agreed upon.

Contractor Has Examined Location, Plans, etc.

Article XVIII. The Contractor hereby represents that prior to the execution of this contract he has examined in detail on the ground the location mentioned herein and indicated on the plans, and that he has fully examined the plans and has read each and every clause and section of this contract and the specifications and has had full opportunity to consider the same and make necessary investigations relating thereto; and he agrees that he will not make any claim for, or have any right to, damages or an extension of time for completion of the Works, or any other concession, because of any misinterpretation or misunderstanding of this contract or the specifications or of the plans, or because of any lack of information.

No Acceptance to Obviate the Necessity for Sound Work, etc.

Article XIX. No acceptance of any part of the Works or of materials therefor shall relieve the Contractor of his obligation to furnish sound material and perform sound work, whether with respect to such part or to any part of the Works.

Inspection.

Article XX. The Commission contemplates, and the Contractor hereby approves, the most thorough and minute inspection by the Commission and its Engineer, and by their representatives or subordinates, of all work and materials and of the manufacture or preparation of such materials from the beginning of Construction to the final completion of the Works. It is the intention of the Commission that its Engineer shall draw the attention of the Contractor to all errors or variations from the requirements of this contract or other defects in workmanship or materials. But it is expressly agreed that no omission on the part of the Commission or its Engineer or any officer, member or subordinate of the Commission to point out such errors, variations or defects shall give the Contractor any right or claim against the City, or shall in any way relieve the Contractor from his obligations according to the terms of this contract.

Contractor to Afford Facilities for Inspection.

Article XXI. The Contractor shall at all times give to the Commission and its members, to the Engineer and his assistants and subordinates, and any person designated by the Commission or its Chairman, all facilities, whether necessary or convenient, for inspecting the materials to be furnished and the work to be done under this contract. The members of the Commission, the Engineer and all employees of the Commission bearing his authorization or the authorization of the Commission or its Chairman, shall be admitted at any time summarily and without delay to any part of the Works or to inspection of materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer to be Furnished Facilities.

Article XXII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the work is in accordance with the requirements and intention of this contract, even to the extent of uncovering or taking down portions of finished work. Should the work thus exposed or examined prove satisfactory, the uncovering or taking down and the replacing of the covering or the making good of the parts removed shall be paid for at the contract prices for the class of work done; but should the work exposed or examined prove unsatisfactory, such uncovering, taking down, replacing and making good shall be at the expense of the Contractor.

Inspection Not to Relieve Contractor of Obligations.

Article XXIII. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein prescribed, and defective work shall be made good and unsuitable materials will be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the work or any part thereof shall be found defective before the final acceptance of the whole work, the Contractor shall forthwith make good such defect, in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work, or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials.

Engineer's Determination—To be Final and Conclusive Upon Contractor.

Article XXIV. To prevent disputes and litigations, the Engineer shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract; shall determine all questions in relation to the Works and the construction thereof, and shall in all cases determine every question which may arise relative to the fulfillment of this contract on the part of the Contractor. His determination and estimate shall be final and conclusive upon the Contractor, and in case any question shall arise between the parties hereto, touching this contract, such determination and estimate shall be a condition precedent to the right of the Contractor to receive any money under this contract.

Engineer to Explain.

Article XXV. The Engineer shall make all necessary explanations as to the meaning and intention of the specifications, shall give all orders and directions contemplated therein or thereby and in every case in which a difficult or unforeseen condition shall arise in the performance of the work required by this contract.

Other Contractors.

During the progress of the work it will be necessary for other contractors and persons to do work in or about the construction or equipment of the Railroad. The Contractor shall afford to such other contractors or persons such facilities as the Engineer may require.

Differences Between Contractor and Other Contractors.

Any difference or conflicts which may arise between the Contractor and other contractors of the Commission in regard to their work shall be adjusted and determined by the Engineer.

Substitute for Chief Engineer.

Article XXVI. Any engineer substituted by the Commission in place of the Chief Engineer during his absence, illness or inability or when the Commission shall so determine, shall, during his official connection, have all the power and authority of the Chief Engineer, and in all respects be recognized as such Chief Engineer.

III.

SPECIFICATIONS.

Specifications and Drawings Subject to Requirement of Railroad of Highest Class—Where Text of Contract Doubtful, Best Materials and Workmanship Required.

Section No. 1. The specifications and contract drawings hereinafter mentioned and taken in connection with the other provisions of this contract, are intended by the Commission to be full and comprehensive, and to show all the work required to be done. But in a work of this magnitude it is impossible either in advance to show all details or precisely to forecast all exigencies. The specifications and contract drawings are to be taken, therefore, as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Railroad is intended to be constructed for actual use and operation as an interurban railroad of the highest class, adapted to the necessities of the people of New York, in the best manner, according to the best rules and usages of railroad construction, and in the event of any doubt as to the meaning of any portion or portions of the specifications or contract drawings, or of the text of the contract, the same shall be interpreted as calling for the best construction, both as to materials and workmanship, capable of being supplied or applied under the then existing local conditions. All the clauses of the specifications, and all the parts of the contract drawings, are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Construct in Accordance With Specifications.

Section No. 2. The Contractor shall construct and complete the Railroad strictly in accordance with the requirements of these specifications; if, in the specifications or contract, any detail or other matter or thing requisite be not mentioned, nevertheless the same is deemed to be included and the Contractor hereby undertakes to do the same as part of the work hereunder, at the unit prices for each class of work where applicable or as provided in Article XII. of the contract.

Maps and Drawings.

Section No. 3. The contract plans referred to in the contract and specifications bear date July 8, 1912, are each countersigned by the Engineer, are stamped with the seal of the Commission, bear the general title:

Route No. 5, Section No. 1.
Contract Drawing No.

and are designated or numbered as follows:

A-1, B-210, B-231, B-232, C-1 to C-11 inclusive, C-401 and C-1001.

Typical Sections and Dimensions.

Section No. 4. The sections and dimensions shown on the contract drawings are typical sections and dimensions which should be applicable to the greater part of the work. Where, however, changes are deemed necessary they may be ordered under Article XV. of the contract and the Engineer shall issue such plans and specifications as may be necessary.

Supplementary Drawings.

Section No. 5. In addition to the contract drawings already mentioned, the Commission has had prepared a set of maps and plans, bearing the same seal and general title as the contract-drawings, but designated as Supplementary Drawings. These supplementary drawings exhibit certain information which the Commission has received from its Engineer of the nature of the soil underlying portions of the route, the nature and position of surface, subsurface and elevated railways, water mains, gas and other pipes, sewers, electric subways, manholes, hydrants, catch basins and other surface and subsurface structures.

Supplementary Drawings May Be Examined.

Section No. 6. These supplementary drawings can be seen at the office of the Engineer, also samples of material taken in connection with test borings. They are exhibited to the Contractor without any guarantee on the part of the Commission as to their completeness or correctness. The Contractor may have copies (blue prints) of these drawings for such aid, if any, as may be derived from them, on the payment of the cost of blue-printing.

In Case of Difficulties Not Indicated on Supplementary Drawings.

Section No. 7. If, upon opening the streets, difficulties of any nature be encountered which are not indicated or suggested by the supplementary drawings, or by the samples of the test borings, or if additional surface or subsurface structures or obstructions be discovered or found of different size or in different positions or of different nature from those shown on the supplementary drawings, or if in any way such supplementary drawings be found erroneous, the Contractor shall take every necessary or proper precaution to overcome the unforeseen difficulty, and is to support, maintain, protect, remove, adjust or readjust, as the case may be, the additional or different surface or subsurface structures according to the direction of the Engineer, and as provided in this contract and these specifications.

Specifications not Exclusive.

Section No. 8. It is expressly understood that the specifications do not include all requirements, but are requirements in addition to those heretofore or elsewhere given or provided in this contract. The specifications and other provisions of this contract, and the contract drawings, are intended to be explanatory of each other. Should, however, any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the explanation of the Engineer shall be final and conclusive.

Subdivisions of Specifications.

Section No. 9. These specifications are grouped in subdivisions as follows:

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1

Brief Description of the Work.

General Nature.

Section No. 10. The Rapid Transit Railroad which is hereinbefore described is to be an underground railroad or subway, the general details of construction and the location of the various tracks, junctions, grades, etc., are indicated more particularly on the contract drawings.

Stations to be Constructed.

The Contractor will not be required to provide or lay tracks, ties or ballast under this contract.

Stations are to be constructed at such places as are indicated on the plans, but station finish work is not included in the work to be done under this contract. Station construction must, however, be kept so advanced that station finish contractors can complete their work coincidently with the completion of the Railroad.

of this contract shall interfere with, disturb or endanger any sewer, water pipe, gas pipe,

Surface and Subsurface Structures.

Section No. 11. In addition to the construction of the Railroad, it will be necessary to do various incidental work which is generally referred to in Article X. hereof.

Ventilating Chambers and Gratings.

Section No. 12. In order to provide for a frequent renewal of air in the Railroad, chambers for the installation of necessary ventilating devices shall be built at the sides of the Railroad and in connection therewith. These chambers shall be generally of the form and dimensions as shown on the plans, varying somewhat with the requirements of local conditions. They will be so arranged that the air will discharge through gratings placed generally in the sidewalks in the roofs of the chambers. If, owing to local conditions, it becomes necessary to lead the air to gratings or other outlets away from the chambers, suitable air-ways, ducts or flues shall be constructed.

The chambers will be built at the places and as indicated on the plans.

The chambers will be provided with suitable steel doors and with steel ladders reaching to the street for use as exits in case of emergency. Such doors and ladders will be paid for as riveted steel, Schedule Item 19.

Other openings with gratings will be built at or over the stations for the purpose of admitting air to the Railroad.

2

General Clauses.

Prevention of Water Percolation.

Section No. 13. It is the very essence of these specifications to secure a railroad structure underground which shall be free from the percolation of ground or outside water. The mixing and placing of the concrete and the placing and protection of the waterproofing shall be with this end in view.

Best Quality of Work.

Section No. 14. All materials and workmanship must be of the best class in every respect, and the Engineer is to be the sole judge of their quality and efficiency.

Rapidity and Safety.

Section No. 15. All the work shall be prosecuted in the manner according to local conditions, best calculated to promote rapidity in construction, to secure safety to life and property and to reduce to the minimum any interference with abutting property and the public travel. Decking of the streets, paving, or other surface work affecting or affected by street traffic shall be prosecuted during such hours as will reduce such interference to a minimum. Night work shall be conducted, in accordance with the directions of the Engineer, so that annoyance to occupants of abutting property shall be reduced to a minimum, and the Engineer may, if in his judgment conditions so require, direct that night work be omitted.

Contract Section Part of System.

Section No. 16. The contract section embraced in this contract is one of a number of contract sections forming part of an extensive rapid transit railroad system, which the interests of the City imperatively require should be completed and put in operation without delay. If the Contractor shall fail so to prosecute his work that, in the judgment of the Engineer, it shall not be reasonably probable that the work will be completed within the time limited, the Contractor, if directed by the Commission, shall increase the number of shifts and the number of men in each shift as may be necessary to insure the completion of the work within the time required by this contract, or within the shortest possible time thereafter.

Emergencies.

Section No. 17. In case of emergencies involving danger to life or property, continuous work with an increased force may be ordered by the Engineer for such time as may be necessary.

Permits.

Section No. 18. No work shall be begun until the Commission shall issue to the Contractor a permit authorizing him to proceed. No permits for excavation will be issued until the Contractor has given satisfactory assurance to the Engineer that the material needed for construction has been acquired and is available. Such permits are to be in such form and to cover such portions of the work as the Commission shall prescribe.

When to be Filed With Borough President.

Section No. 19. Before any opening is made in the surface of a street, a copy of the permit issued by the Commission shall have been filed with the Borough President not less than five days, unless the Engineer shall expressly direct work to begin within a less period.

Notice Regarding Commencement of Work.

Section No. 20. Before commencing work on any part of the route, whether on the Railroad or on the sewers lying off the line of the Railroad, the Contractor shall give notice in writing to the Engineer at least one (1) week in advance of his intention to commence such operations; and before commencing manufacture, or resuming manufacture, if the same has been suspended, of any article called for by these specifications, notice shall be given to the Engineer in writing at least one (1) week in advance, with the name and address of the maker and the amount and description of the material to be manufactured.

Shafts and Dumping Platforms.

Section No. 21. Plans showing the proposed location, and proposed methods of construction of shafts, dumping platforms, etc., shall be submitted to the Engineer and receive his approval before permits will be granted for such plant and appliances to be constructed and put in operation.

Ordinances and Regulations.

Section No. 22. In all operations connected with the Works, all ordinances of the City, and of the Board of Health, so far as they may be valid and operative with respect thereto, and all laws of this State which are now applicable to and control or limit in any way the actions of those engaged in the work or affecting the materials belonging to them, shall be respected and strictly complied with, and the Contractor shall further strictly comply with all applicable Federal, State and Municipal regulations regarding the transportation in and around the City and Harbor of materials used in, or in connection with, the work.

Requirements of Borough President, etc., to be Observed.

Section No. 23. Whenever the construction of the Works under the provisions of this contract shall interfere with, disturb or endanger any sewer, water pipe, gas pipe, or other duly authorized subsurface structure, the work of construction at such points shall be conducted in accordance with the reasonable requirements of the Borough President or the Commissioner of Water Supply, Gas and Electricity or other officer or local authority having the care of and the jurisdiction or control over such subsurface structures so interfered with, disturbed or endangered.

Building and Water Permits; Shut-offs for Water Pipes, etc.

Section No. 24. The Contractor shall procure all permits necessary or requisite for the underpinning of buildings and the reconstruction thereof; he shall, at his own cost, provide for the water supply necessary for his work and he shall bear the cost of any inspection charge in connection therewith. He shall bear the expense absolutely necessary in the bagging of gas pipes where it is necessary to cut off the supply of same, except where it is necessary to resort to by-passing as provided in Section No. 52, and of the shutting off and restoration of the flow in water mains where such work applies to the maintenance and support thereof as provided in Section No. 59 of the specifications.

Storage on Cross-Streets.

Section No. 25. On cross-streets adjacent to the work, only such material may be stored as may be necessary, in case of an emergency, to sheet or to support the excavation; or a reaosnable amount of such structural and other material as may be absolutely necessary to avoid delay in construction may be stored; such material must not be allowed to accumulate, but must be replenished from day to day. The amount to be so allowed shall be determined by the Engineer.

No material of any nature shall be stored along the streets occupied by the Railroad.

Material Stored.

Section No. 26. Excavated sand, gravel or stone that in the judgment of the Engineer is suitable for use in mortar, concrete, or masonry, also structural and other material to be used in the work, may be stored in such locations and for such periods as are approved by the Engineer.

Approval of Engineer Revocable.

Section No. 27. In any case material may only be so stored with the approval of the Engineer, revocable at any time; and if so ordered, such material shall be removed immediately on receipt of the order, or within a period of time to be therein stated.

Access to Fire Hydrants.

Section No. 28. Wherever the work is being carried on, free access must be given to every fire hydrant and fire alarm box, and when required hydrants shall be extended by suitable tube or piping to an accessible point as approved by the Engineer, and to the satisfaction of the Chief of the Fire Department. Materials must not be piled at any time or place within ten (10) feet of any fire hydrant or fire alarm box; and where materials are unavoidably piled or placed in the vicinity of a fire hydrant or fire alarm box, and to such height as to obscure a sight of the same, the position of such hydrant or fire alarm box shall be indicated by suitable signals, both day and night.

Work to Be Cleared.

Section No. 29. At his own expense and as directed from time to time by the Engineer, the Contractor is to clear the work, streets and all public places occupied by him of all refuse and rubbish that may accumulate from any source whatever and leave them in a neat condition; but this is in no way to be construed as placing upon the Contractor the usual duties of the Street Cleaning Department.

Assistance to Be Rendered to Owners of Buildings.

Section No. 30. Where access to any adjacent property is temporarily cut off, owing to the occupancy of the street by the Contractor, he must, at his own cost, render every assistance to the owner or occupant in handling such materials of any description, including all material to be removed by the Department of Street Cleaning, that has to be taken to or removed from such property; such material shall be taken to or from the nearest accessible point that in the opinion of the Engineer is convenient for handling.

Waste Material.

Section No. 31. Waste material of any character will under no conditions be permitted to remain on the streets, but must immediately on its becoming unfit for use in the work be carted away and disposed of by the Contractor as hereinbefore provided; nor shall such materials be allowed to accumulate in the trenches.

Conveniences for Men.

Section No. 32. Necessary conveniences, properly secluded from public observation, shall be constructed and maintained by the Contractor at his own expense wherever needed for the use of the Contractor's employees, to the satisfaction of the Engineer and the sanitary authorities.

Fences.

Section No. 33. Wherever necessary the Contractor shall erect and maintain at his own expense fences for the protection of adjoining property and of the adjoining public places.

Advertisements Forbidden.

Section No. 34. The using of fences and buildings during construction for advertising purposes, other than the name and address of the Contractor, is forbidden; all temporary buildings and fences erected by the Contractor shall be neat in appearance and shall be painted as directed by the Engineer.

Barricades.

Section No. 35. Barricades and bridges shall be erected by the Contractor at his own cost, for the protection of the work or use of the public; they shall be substantial in character and neat in appearance.

Detailed Drawings.

Section No. 36. The Engineer will prepare and furnish to the Contractor, from time to time as required, drawings and plans amplifying such details of the contract drawings as may be necessary, and drawings and plans necessary to show the adjustment and reconstruction of all surface and subsurface structures wherever the reconstruction of the same is necessitated by the construction of the railroad. These plans must be strictly followed, unless local conditions should develop, during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted.

Working and Shop Drawings.

Section No. 37. The Contractor shall make all working or shop drawings which may be required in addition to the contract drawings, or in addition to such other drawings as the Commission may issue in amplification of such contract drawings, as explained above. All working or shop drawings shall be submitted in duplicate to the Engineer for his approval, which approval shall be indicated by his countersigning one set of such working or shop drawings and returning the same to the Contractor. Should the working or shop drawings be not approved by the Engineer, then the Engineer shall return one set of such working or shop drawings, with the necessary corrections and changes indicated thereon; and the Contractor must make such corrections and changes, and again submit plans in duplicate for the approval of the Engineer; and no work called for by said working or shop drawings shall be done until the approval of the Engineer be obtained, which must be given or refused within ten (10) working days after delivery to him at his office of such plans in duplicate.

Lines and Grades.

Section No. 38. During the progress of the work the Commission will give, through the Engineer, to the Contractor, suitable points, marks or benches, indicating the line and grade of the Railroad and of the sewers; such points or bench marks to be established at such intervals as the Engineer deems necessary for the Contractor to be able to perform his work. The principal lines and grades are to be given by the Engineer, who may change them from time to time as may be authorized and directed by the Commission. The stakes and marks given by the Engineer shall be carefully preserved by the Contractor, who shall give to the Engineer all necessary assistance and facilities for establishing benches, plugs and for making measurements.

Notice, How Given.

Section No. 39. When the Contractor is absent from any part of the work where it may be necessary to give instructions, orders will be given by the Engineer to, and shall be received and promptly obeyed by the superintendent or overseer of the Contractor, who may have charge of the particular work in relation to which the orders are given, and a confirmation in writing of such orders will be given to the Contractor by the Engineer if so requested.

Imperfect Work.

Section No. 40. Any imperfect construction which may be discovered before the final acceptance of the work shall be corrected immediately on the requirement of the Engineer and at the Contractor's expense, notwithstanding that it may have been overlooked by the proper inspector.

Damaged Work to Be Replaced.

Section No. 41. All work of whatever kind which during its progress and before its final acceptance shall become damaged from any cause shall be broken up or removed and be replaced by good and sound work at the Contractor's expense.

Condemned Materials to Be Removed.

Section No. 42. If any material brought on the ground for use in the work or selected for the same shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials as may be directed by the Engineer.

Competent Men.

Section No. 43. The Contractor shall employ only competent, skillful and faithful men to do the work. Whenever the Engineer shall notify the Contractor in writing that in his opinion any man on the work is incompetent, unfaithful or disorderly, such man shall be discharged from the work and shall not again be employed on it.

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Manner of Prosecution and Maintenance of Traffic.

Access to Buildings, Etc.

Section No. 44. No building shall, without the consent of the occupant, and after notice to the Engineer, be deprived of means of access thereto; and where streets are open suitable bridges shall be built and maintained, at the Contractor's expense, to permit owners and occupants to reach their premises. Where necessary, proper and easy means for passengers to reach or leave street cars shall be maintained.

Contiguous Contract Sections.

Section No. 45. On the division line of contiguous contract sections, the Engineer will decide any matters in the details of construction within a limit of twenty feet on either side of the line where the work of contractors may be in conflict, and direct which of the contractors shall complete the details of construction within such limits.

Conduct of Work.

Section No. 46. Generally the Contractor will be permitted to conduct his work in the most expeditious manner possible, having due regard for the safety of persons and property and facilities for traffic and under such instructions as the Engineer may give from time to time.

Facilities for Travel.

Section No. 47. All necessary facilities are to be furnished by the Contractor for the benefit of street travel, both on longitudinal and cross streets.

Decking of Streets and Sidewalks.

Section No. 48. In order to provide the minimum interference with traffic and the minimum inconvenience to abutting property owners, during the construction of the Railroad, on all parts of the work, the streets and sidewalks shall, except as hereinafter specifically provided, be substantially decked or covered over, and every precaution must be taken to keep traffic free from interruption.

Street Intersections.

Section No. 49. The street intersections, except in cases where open trench excavation without cover is permitted, shall be kept at all times open for traffic for their full width. The street intersections in cases where open trench excavation without cover is permitted must be kept at all times open to traffic for at least one-half the width of the cross-roadway, except that cross-roadways in which surface railroads are located shall be kept at all times open to traffic for their full width.

Where portions of a street intersection are opened the same shall be substantially and neatly bridged for foot traffic. In all cases the Contractor shall at all times keep all the street crossings on the lines of the sidewalks in a clean and neat condition, bridging gutters and low places where water might collect.

Close Observance of Above Requirements.

Section No. 50. The Commission will insist upon the close observance of the above requirements, and no departure therefrom will be allowed, excepting upon the written permission of the Commission.

Openings for Ventilation.

Section No. 51. Wherever the excavations are decked, or where gases are liable to accumulate, suitable openings shall be provided for proper ventilation.

By-passing Gas Mains.

Section No. 52. Wherever the excavations are decked, all gas pipes whose services cannot temporarily be dispensed with shall be by-passed, if directed by the Engineer; temporary pipes to take their place being laid either upon or below the street or sidewalk surfaces. These temporary by-passing pipes will be paid for at the prices stipulated in Schedule Item 99-A. These prices are to include the cost of all labor and material necessary to provide a temporary and independent system of gas supply to take the place of the system originally in the street; to connect such temporary system with the mains in the intersecting streets where necessary; to transfer all house and lamp services to such temporary system where necessary; to remove and dispose of the material of such temporary system; and to restore the original system. No allowance will be made for the maintenance of such temporary system. All maintenance will be considered as of the original system and will be as provided for in Section No. 59.

Temporary Pipes, etc.

Section No. 53. Temporary pipes, if laid upon the street or sidewalk surfaces, shall be neatly and substantially placed in a manner to cause the minimum of inconvenience to the abutting property owners and to the public.

In General.

Section No. 54. In general, work will as provided herein be carried on under covered roadways. In exceptional cases, however, where rock is within a few feet of the street or sidewalk surface, it may be impracticable to operate drills while the street is covered, until a sufficient depth of excavation has been obtained. In such cases such latitude will be allowed the Contractor as may prove absolutely necessary for the execution of his contract, and as the Engineer with the approval of the Commission may deem advisable, after a thorough understanding of the exact conditions and necessities has been determined.

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STREET RAILROAD TRACKS, MAINS AND OTHER SURFACE, SUBSURFACE AND OVERHEAD STRUCTURES.

Notice to Be Given.

Section No. 55. Notice is to be given by the Contractor to all individuals, companies and the proper city officials, owning or having charge of surface, subsurface or overhead structures along any part of the work, of his intention to commence operations along such part of the route, at least one (1) week in advance, and the Contractor shall file with the Engineer at the same time a copy of said notice; and he shall co-operate with the proper parties, officers or officials in charge of such structures and shall furnish them with all reasonable facilities to inspect the methods of caring for their property.

Plans Furnished.

Section No. 56. In the re-arrangement of surface, subsurface or overhead structures requiring removal and relaying or reconstruction due to interference with the railroad structure a tentative plan will be made by the Engineer, which will be submitted to the parties interested; if any reasonable changes are then requested by any of the said parties within ten days after the submission of the tentative plan, such changes will then be made, if in the judgment of the Engineer they will best conserve the interest of all parties concerned; a further plan will then be made which, on the approval of the Engineer, will be final.

Reconstruction or Relaying, etc.

Section No. 57. Whenever it becomes necessary to cut, move, change, or reconstruct any surface, subsurface or overhead structures, or connections therewith, such work shall be done according to the reasonable satisfaction of the owners of such structures.

Reasonable Dispatch.

Section No. 58. All work of reconstruction or alteration shall be done with reasonable dispatch, and facilities are to be provided so that said work will interfere as little as possible with the practical working and use of such structures.

Maintenance, Support, etc.

Section No. 59. The Contractor shall at all times, by suitable bridging or other supports, maintain and support in an entirely safe condition for the usual service and to the reasonable satisfaction of the owners, all surface, subsurface and overhead structures and appurtenances encountered or affected during the prosecution of his work. Also, in order that access may be had in emergencies to gates or valves on water or gas mains and to electric manholes, where such gates or valves and manholes are decked over, trap doors of a suitable size shall be provided in the decking. All surface, subsurface and overhead structures and appurtenances, and all surfaces of whatever character along the line of the work shall be protected from injury, but should any injury occur the Contractor shall fully restore such surface, subsurface or overhead structures and appurtenances or surfaces to as good a condition as existed before the injury was done. All the above, including also all changes of surface, subsurface or overhead structures and appurtenances made by the Contractor for his own convenience in executing his work, shall be done at the Contractor's own expense and included in the prices stipulated in the Schedule for excavation except as otherwise herein specifically provided.

Necessary Permanent Changes of Pipes.

Section No. 60. Changes of water, gas, steam or other pipes made necessary because of physical interference with the railroad structure, and requiring the removal, relaying or reconstruction of such pipes and their appurtenances in other than the original position, will be paid for at the prices stipulated in Schedule Items 79, 82, 84, 89 to 91, 94 and 96, and Items 102 to 104, Items 109 to 114 and Items 121 and 122. These prices are per lineal foot of pipe laid including all work, labor and material incidental to such laying, excepting that:

(1) If new pipes have to be provided and are ordered by the Engineer, such new pipes will be paid for in addition to the price paid for laying, etc., at the prices stipulated in Schedule Items 100 and 101, Items 107, 108, Items 115 to 120, and Items 123, 124, which prices are to cover the cost of the new pipes delivered on the work. This does not relieve the Contractor, however, of his obligation to preserve all pipe that is in good condition and can be reclaimed and used, in order to avoid the necessity whenever possible of providing new pipe.

(2) If the pipes in their new locations are outside of the ordered net lines for excavation for the railroad structure, necessitating additional excavation and restoration of street surface, such excavation will be paid for at the prices stipulated in Schedule Items 2-A and 3-A (which prices shall include all the matters referred to in Section No. 92, except, in the case of off line pipes, the temporary roadway pavement between curbs and work incidental thereto), and such restoration of street surface will be paid for at the prices stipulated in Item 30 (a) and (c).

Measurements in Pipe Excavations.

Section No. 61. In the estimate and payment for earth excavation for pipe laying, allowance will be made for a width of trench two (2) feet wider than the interior diameter of the pipe and a depth six (6) inches deeper than the inner diameter of the pipe, measured from the surface of the street on the line of the trench. Where, in the opinion of the Engineer, the trench for laying pipes 30 inches or more in diameter requires to be close sheeted, allowance will be made in the estimate for payment for earth excavation for a width of trench three (3) feet wider than the interior diameter of the pipe, when the trench is so sheeted.

For the building of valve chambers and other structures and for the setting of valves, valve boxes and hydrants, the total excavation to be allowed will be that within vertical planes one foot outside of the outside lines of such structures, valves, valve boxes or hydrants, the depth being taken as the distance from the street surface to the lowest part of the structure or appurtenance.

At the intersection of two trenches or at the intersection of a pipe or other trench with an excavation made by the Contractor under orders from the Engineer, for any purpose whatsoever, the cubical contents of the intersection will be allowed only once. Under no circumstances will a double allowance be made for any excavation.

In the measurement for rock excavation for pipe laying, allowance will be made for a width of trench two (2) feet wider than the interior diameter of the pipe; allowance for the depth of trench will be eight (8) inches deeper than the outside of the barrel of 20-inch or smaller pipe and twelve (12) inches deeper than the outside of the barrel of pipe of larger diameter, measured from the surface of the rock on the line of the trench. No additional allowance will be made for the removal of rock under the bells to give the required clearance.

For building of valve chambers and other structures and for the setting of valves, valve boxes and hydrants, the total amount of rock excavation to be allowed will be the same as specified for earth excavation, except that the depth will be taken as the distance from the surface of the rock to the lowest part of the structure or appurtenance.

Necessary Permanent Changes of Electric Conduits and Ducts.

Section No. 62. Changes of electric conduits or ducts and their appurtenances found in the streets (other than street railway ducts). payment for which is provided for in Schedule Item 75, made necessary because of physical interference with the railroad structure, and requiring the removal, relaying or reconstruction in other than the original position, will be paid for at the prices stipulated in Schedule Items 127 and 127-A. The price per duct foot, as provided Schedule Item 127, is to include the cost of all ducts in place (except wrought iron pipe used as ducts); of all manholes, vaults, service boxes and their appurtenances; of drawing cables and providing new cables where necessary; of the proper restoration of all services that may be affected by the changes in the duct lines; of such excavation and restoration of street surface as may be necessitated by the changes in the duct lines, and all other work and material incidental to and necessary for the completed duct lines. Wrought iron pipe used as ducts will be paid for at the prices stipulated in Schedule Item 127-A, which prices are to include all the work specified under Item 127.

Maintenance of Railroads.

Section No. 63. The Contractor shall maintain and support, in a manner that will cause the minimum interference with traffic, all surface, subsurface and elevated railroads along the line of or crossing the line of the work.

Surface Railroads.

The Contractor shall maintain and support, both temporarily and permanently, in a safe condition all street surface railroads, including ducts, cables and all other appurtenances of such railroads; he shall rebuild either in their original or in new locations all parts of such surface railroads, including ducts, cables and all other appurtenances of such railroads, whose reconstruction or rebuilding may be necessitated by the construction of the work. Payment therefor (except in the case of sewer trenches, where the cost of such work is included in the price paid for sewer excavation) will be at the rates specified in Schedule Item 75, which prices will include the cost of all work incidental thereto. Where permanent masonry supports are required and added, and where additional vaults in excess of the number of existing are required and constructed to give equivalent facilities, they will be paid for at the prices given in the Schedule for the several classes of work or mtaerial applicable thereto.

Elevated Railroads.

The Contractor shall maintain and support both temporarily and permanently in a safe condition all elevated railroad structures. Payment therefor (except in the case of sewer trenches, where the cost of such work is included in the price paid for sewer excavation) will be at the rate specified in Schedule Item 76, which price will include the cost of all incidental work, including the reconstruction and building where necessary of all column foundations and parts of column foundations lying without the net lines of the subway structure.

Subsurface Railroads.

The Contractor shall support and maintain both temporarily and permanently in a safe condition all subsurface railroads and their appurtenances. Payment therefor shall be deemed included in the prices of excavation, Schedule Items 1, 2 and 3.

Facilities to be Given to Make Extensions.

Section No. 64. In the event of the owners or the City desiring to make any addition, alteration or extension to their structures, or do any work to or in connection with surface, subsurface or overhead structures owned by them or it, or to lay any new structure in or across a street occupied by the Works, at the time the work under this contract is in progress, the Contractor, by written permission, shall give said owners or the City all reasonable opportunity to perform such work; provided such work or alteration for the benefit solely of the owners of subsurface structures does not cause the Contractor any serious loss or delay, as shall be determined by the Commission. The written permission from the Contractor, with three prints of plans or sketches, or a description indicating the proposed work in detail, shall be submitted to and approved by the Engineer before any work shall be proceeded with under such written permission.

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EXCAVATION.

Width of Excavation.

Section No. 65. Special care must be taken to avoid damage wherever excavation under cover is being done or where open excavation is permitted. The width of such excavation shall not exceed the width actually necessary, in the opinion of the Engineer, for the proper prosecution of the work. All excavations shall be of such width, in addition to that of the Railroad, as shall be necessary, in the opinion of the Engineer, for the proper and expeditious progress of the work, and to permit the laying and readjusting of all sewers, mains, subways and other sub-surface structures, encountered along the route and contiguous to the Railroad.

Depth of Trenches.

Section No. 66. Trenches shall be excavated to such depth, both in soft ground and in rock, as may be necessary to permit the laying of such concrete bed or special foundation as may be deemed necessary by the Engineer.

Sides to be Secured.

Section No. 67. The sides of the excavations shall be secured against slips by suitable sheet piling or sheeting, held in place by braces, shores or walling timbers, special precautions being taken where there is additional pressure, due to the presence of buildings or other structures. Where a movement of the ground might cause the settlement of an adjacent building, the sheeting must be started, if near the building, before the elevation of the bottom of the foundation of the building is reached; if away from the building, at such depth of the excavation as the Engineer may permit; and the excavation must not be made in advance of or below the bottom of the sheeting.

Filling Back of Sheeting.

Section No. 68. Sheeting shall be driven wherever possible, but when it is placed against the sides of the excavation, the spaces or voids back of the sheeting must be immediately and carefully filled with suitable material to prevent as far as possible the natural ground back of the sheeting from moving.

Buildings Underpinned.

Section No. 69. The Contractor, where necessary, shall safely and permanently underpin adjacent buildings the bottom of whose foundations are above the bottom of the adjacent subway excavation, or otherwise as directed by the Engineer. By "underpinning" is meant such method of construction as will transfer the foundation loads to such lower level as is necessary to secure adjacent ground and the building thereon, or to prevent bringing an unusual pressure on the subway structure when completed. The underpinning shall be designed to furnish a safe and permanent support for each independent building against settlements or lateral movements. To accomplish this result the Contractor shall use such methods of underpinning, pneumatic or otherwise, as special conditions may require and the Engineer shall approve.

Payment for.

Section No. 70. Where underpinning of a building is necessary and the work is done as provided in Section No. 69, payment will be made to the Contractor as, and at the price, provided in Schedule Item 4. This price is per lineal front foot of building underpinned. The lineal front foot measurement does not mean the perimeter measurement of a building front, along the lines of stoops, bay windows, etc., but the straight front measured along the line parallel to the street building line. Where the subway excavation projects into a transverse street, as at stations, and underpinning is necessary, the lineal front foot measurement will be increased by the measurement in such transverse street within the limits of the subway. The price is to include the payment for all underpinning work of whatever nature required in connection with the building proper, such as side walls, both interior and along transverse (except as noted above) streets; partition walls, both parallel and perpendicular to the building front; interior columns and any other underpinning which may be required. But the price is not to include the payment for underpinning vaults, stoops or porches, the payment for such underpinning, when required, shall be deemed included in the price for excavation, Schedule Items 1, 2 and 3. If ordered by the Engineer, the Contractor shall dig test pits alongside the building foundations to determine the necessity for underpinning. Payment for such test pits will be made to the Contractor as and at the price provided in Schedule Item 2-A.

Sheeting.

Section No. 71. No payment shall be made to the Contractor for sheeting left in the ground or in the work, unless the Engineer shall in writing require it to be left in, in which case payment shall be made to the Contractor for the sheeting so left in as measured by the Engineer, and at one-half the current market price for new material of the same grade, character and dimensions, and without any allowance or payment for placing the same or the expense thereof. This section applies only to the sheeting in trench work.

Timber for Temporary Purposes.

Section No. 72. All timber used for sheeting, shoring, bracing, decking or other temporary purposes, shall be sound and free from any defects that may impair its strength. It shall be provided, placed and removed at the Contractor's own cost and expense. The top or wearing surface of all decking used for carriageways shall be of hard yellow pine (unless otherwise permitted), sound, straight, and free from all shakes, and large loose knots. All sheeting and timber used temporarily shall be put in place by skilled mechanics, keyed tight by wedges where necesary, and so arranged as to be withdrawn readily without endangering the adjoining soil.

Vaults of Abutting Property.

Section No. 73. The cost of the removal, where necessary, of all walls or other parts of vaults of abutting property along the line of the Railroad that are within the ordered net lines of excavation is to be included in earth excavation as provided in Section No. 87, but the restoration of all such walls or other parts of vaults within the ordered net lines of excavation will be paid for at the unit prices specified in the Schedule applicable to the several classes of work and material involved in such restoration.

The above is not to be construed, however, as applicable to any work beyond the ordered net lines of excavation, which shall be at the Contractor's own cost and expense.

Vaults Disturbed.

Section No. 74. Wherever vaults are broken through or otherwise disturbed, the Contractor shall at his own cost and expense erect a temporary partition on or about the building line, or as directed, that will afford proper protection to the owner or occupant of the adjoining premises.

Rock.

Section No. 75. Ledge rock in place, and boulders within the ordered line of excavation whose volume is a half a cubic yard or more each, will be considered as rock excavation.

Preparations for Rock Measurement.

Section No. 76. Whenever rock is encountered in the trench, it shall be stripped of earth in sections of not less than twenty feet; and the engineer in charge shall be duly notified in order that he may measure or cross-section the same.

Blasting.

Section No. 77. Whenever rock or material requiring blasting is encountered in any trench or tunnel, all necessary precautions must be exercised by the Contractor, as required by the ordinances of the City relative to blasting. Explosives shall be used only of such character and strength as may be permitted by the Commission, and the right is reserved for the Engineer to direct that in special cases ordinary blasting powder only, in small charges, shall be used. Blasting shall not be done between the hours of 11 p. m. and 7 a. m. without the express permission of the Engineer, and under such restrictions as he may impose.

Storage of Explosives.

Section No. 78. No larger quantity of explosives shall be kept on the line of the work than will be actually required for the twelve (12) hours of work next ensuing, and it shall be kept under lock, the key to which is to be only in the hands of the foreman or other equally trustworthy person. The amount of explosives kept in any one place shall not exceed the limit permitted by any ordinance of the City, or as may be determined by the Commission. Caps and exploders shall not be kept in the same place with dynamite and other explosives. During freezing weather, special precautions shall be taken as to the care and manipulation of dynamite.

Near Pipes and Mains.

Section No. 79. Whenever any pipe or main is encountered in or alongside of the trench, right is reserved to direct that all rock within five (5) feet of the same shall be removed by means other than blasting.

General Precautions in Blasting.

Section No. 80. In rock excavation in the trenches for the Railroad the work must be so regulated as to avoid, as far as possible, shattering the rock beyond the established line for excavation.

Concrete Packing.

Section No. 81. In open trench rock excavation, where the rock is shattered beyond the established line of excavation, the concrete of the structure shall be rammed to the rock, and such concrete beyond the established line of excavation shall be provided and placed at the Contractor's own expense.

Close Drilling.

Section No. 82. Generally the central portion of the excavation must, when directed by the Engineer, be kept some distance in advance of the excavation near the sides, and if the rock, owing to its general character and structure, has a tendency to break large, or the strike and dip of the stratification indicate a liability to slip or slide into the excavation, the Contractor must place the drill holes at close intervals on the established lines for excavation, in order to avoid excessive excavation and to preserve the established lines thereof.

Pumping.

Section No. 83. Whenever water is encountered in trenches, the same shall be removed by bailing or pumping, great care being taken when pumping that the surrounding particles of soil be not disturbed or removed. If necessary to prevent such disturbance, the pumping must be done by a series of driven wells whose points are protected by fine wire cloths, the rate of flow at each well being made so slow as not to remove the particles of soil; or the pumping must be done by other means approved by the Engineer. The delivery from all pumps shall be conducted into the adjacent sewers, and the delivery pipes shall be so arranged as to be readily inspected at all times to ascertain if the water is free from particles of soil.

Carts to be Tight.

Section No. 84. All carts, buckets or other vehicles used by the Contractor for the removal of material shall be tight and so arranged and so loaded as not to spill over. Whenever a cart, bucket or other vehicle so used is leaky or unsuitable, it shall be immediately withdrawn from the work on notification by the Engineer, or his duly qualified assistant, in charge of that portion of the work.

Removed Expeditiously.

Section No. 85. Excavated material shall be removed expeditiously and disposed of, in any place selected by the Contractor, subject to the ordinances and regulations of the City authorities governing the disposal of such material, and the regulations of the United States Government as to the disposal or dumping of material in and about or near the Harbor of New York.

When Excavated Material May be Taken by City.

Section No. 86. If at any time during the course of construction the City shall desire for city purposes any part of the material excavated, and the cost of such disposal shall not exceed the cost to the Contractor of the method in which he is then disposing of it, the Commission may order such material dumped or turned over to the City at a point designated without cost to the City.

Earth Excavation, Definition of.

Section No. 87. Earth excavation includes the excavation of all materials of whatever nature encountered in the trenches, excepting ledge rock in place and boulders whose volume is a half a cubic yard or more each.

Excavation in Trenches, How Measured.

Section No. 88. The net outside width of the railroad structure, as ordered and indicated on the plans, and the depth, also as ordered and as indicated on the plans, will govern as to width and depth in the measurements for payment for excavation. No deduction from the volume of excavation determined as above will be made on account of basements or cellars in property acquired by the City for the construction of the Railroad or on account of vault space or spaces occupied by pipes and other sub-surface structures.

No Allowance Outside of Ordered Net Lines.

Section No. 89. There will be no measurement or allowance made nor money paid for excavation outside (below or wider than) the net measurement lines as above indicated, or in rock excavation, for irregularities of surface; and no allowance shall be made for any excess excavation caused by slips or slides. It is understood and agreed that for all such matters the Contractor has estimated and allowed in the unit prices of the Schedule.

Change of Street Grade.

Section No. 90. Where the contract drawings indicate that the grade of any street is to be raised the Contractor shall fill in the street to the changed grade as required, and such work shall be measured and paid for at the price stipulated for earth excavation, Schedule Item 1.

Payment for Excavation.

Section No. 91. Excavation shall be paid for at the rate or prices given in Schedule Items 1 and 2 for excavation in earth and Item 3 for excavation in rock.

Prices for Excavation to Include.

Section No. 92. The prices herein stipulated for excavation, Schedule Items 1, 2 and 3 are to include the cost of the disposal of the materials excavated, of backfilling, of temporary roadway pavement between curbs and work incidental thereto, of all decking and bridging, of all sheeting and bracing, and of maintaining and supporting of trenches during and after excavation, of all pumping or bailing, and of the maintenance, support, etc., of all surface, subsurface and overhead structures of whatever nature, payment for the maintenance and support of which is not herein elsewhere *specifically* provided for.

6.

BACKFILLING.

Quality of Material—How Placed.

Section No. 93. The trenches at the sides of and over the top of the subway and wherever backfilling is necessary shall be backfilled with sand, gravel or other good clean earth, free from perishable material and from stones exceeding six (6) inches in diameter, and not containing in any place a proportion of stone of or below that size exceeding one (1) part of stone to five (5) parts of earth. The filling shall be compacted by flooding with water or, in cases where flooding with water is not practicable, it shall be compacted by ramming in layers, not exceeding six inches in depth. In open trench rock excavation, where the rock is shattered beyond the established line of excavation, concrete packing shall be provided in accordance with Section No. 81.

Subsurface Structures—Frozen Material Not Permitted.

Section No. 94. Whenever pipes, sewers, or other subsurface structures are met with, the filling must be carefully packed, rammed and tamped under such subsurface structures, using special tools for the purpose. No filling of trenches with frozen earth will in any case be permitted, nor will any filling be permitted over frozen material.

Sheeting Removed.

Section No. 95. As fast as the work of filling permits, sheeting and other timber supporting the sides of the excavation shall be carefully withdrawn, or shall be left in place and the spaces left by the removal of such material carefully backfilled.

How Paid For.

Section No. 96. The cost of back-filling is to be included in the prices paid for earth and rock excavation, Schedule Items 1, 2, 2-A, 3 and 3-A.

7.

PILING AND TIMBERING.

Character of Piles.

Section No. 97. If in the judgment of the Engineer the ground is of such a character as to require piling, the Contractor shall drive such piles as the Engineer directs. The piles shall be of good, sound pine or spruce, or other acceptable timber, straight and free from shakes; they shall be not less than twelve (12) inches in diameter at the butt end, or less than six (6) inches in diameter at the point, and shall be driven to the satisfaction of the Engineer and by means of a steam hammer driver if so required by him. If necesary, the points of the piles shall be protected by proper shoes, and the butts by rings or caps. Piles shall not be spliced unless permitted by the Engineer, and then in such manner as he directs. Piles shall be carefully cut off to the grade given by the Engineer.

Piles Driven in Required Location.

Section No. 98. Piles shall be driven in the position and manner and to the depth ordered; if driven in a wrong position or injured in any way by driving they must be withdrawn and replaced by others. After being driven they shall be cut off to a true plane for proper adjustment with capping timber or masonry.

Payment for Timber Piles.

Section No. 99. The price herein stipulated to be paid, per lineal foot of timber piles, Schedule Item 12, is to cover the cost of furnishing, driving and preparing the piles ready for the capping timbers or masonry, and the portion cut off and removed will not be included in the length measured for payment. No test piles, guide piles, or piles other than those that are a part of the finished foundation and are included within the net width of the finished foundation will be paid for.

Concrete Piles.

Section No. 100. If in the judgment of the Engineer special conditions so require, piles of re-inforced concrete of an approved form of construction shall be used.

Payment for Piles Other than Timber Piles.

Section No. 101. Payment for piles other than timber piles will be as provided in Article XII. of the contract.

Grillage.

Section No. 102. Timber grillage foundations shall be built if so directed by the Engineer.

Foundation Timber.

Section No. 103. All foundation timber shall be of pine or spruce, or other timber permitted by the Engineer, sound and free from shakes. It shall be of such dimensions, and laid in such manner, as the special plans to be issued shall require, and held in place by spikes or good seasoned oak or locust treenails.

Foundation Timber, Measurement and Payment.

Section No. 104. No wastage is to be allowed for, and the estimate of the quantities of foundation timber used will be based on the amount ordered by the Engineer and placed according to his directions. Payment for foundation timber will be as provided in Schedule Item 13.

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CEMENT.

Portland Cement.

Section No. 105. All cement used in the work shall be true Portland cement, by which is meant the finely pulverized product. resulting from the calcination to incipient fusion of a properly proportioned intimate mixture of argillaceous and calcareous earths or rocks. to which no addition greater than three (3) per cent. has been made subsequent to calcination.

Brand to be Approved.

Section No. 106. Before any cement is furnished, the brand shall receive the approval of the Engineer. Cement, to be acceptable, shall be of a well-known brand which has been in successful use for large engineering works in America for at least five (5) years, and which has an established reputation for uniform character. Preference will be given to cements which, by their records, show a tendency to maintain high strength of mortar with increased age.

Inspection.

Section No. 107. Cement shall be subject to inspection at the place of manufacture or on the work, and to such tests as may be ordered by the Engineer. The Engineer or his representatives shall have access at all times and places to inspect the methods of manufacture, storage and protection, and shall have liberty to inspect the daily laboratory records of tests and analyses at the cement works.

Tests.

Section No. 108. In general, tests will conform to the methods recommended by the Committee on Uniform Tests of Cement of the American Society of Civil Engineers. Unless otherwise directed, samples will be taken at the place of manufacture by a representative of the Engineer, and sent to the Commission's laboratory, where the tests will be made. If required, tests will be made on the individual samples, without intermixing.

Specific Gravity and Color.

Section No. 109. The cement shall have a specific gravity of not less than 3.10 nor more than 3.25 after being thoroughly dried at a temperature of 212 degrees Fahr. The color shall be uniform, bluish gray, free from yellow or brown particles.

Chemical Analysis.

Section No. 110. Chemical analyses of cement made from time to time shall show a reasonably uniform composition. Cement shall not contain more than 1.75 per cent. of sulphuric anhydride (SO_3) nor more than 4 per cent. of magnesia (MgO).

Fineness.

Section No. 111. The fineness of the cement shall be such that it shall leave by weight a residue of not more than eight (8) per cent. on a No. 100, and not more than twenty-five (25) per cent. on a No. 200 sieve; the wires of the sieves being respectively 0.0045 and 0.0024 inch in diameter.

Time of Setting.

Section No. 112. It shall not develop initial set in less than thirty (30) minutes unless a more quickly-setting cement is specifically required, and shall develop hard set in not less than one (1) hour nor more than ten (10) hours.

Soundness.

Section No. 113. Pats of neat cement, after remaining one (1) day in moist air, shall be kept in air or water of normal temperature for at least twenty-eight

(28) days, or shall be exposed to an atmosphere of steam, above boiling water, in a loosely closed vessel for at least five (5) hours; and the separate parts under any of these conditions shall remain hard without any indications of checking, cracking, distortion, disintegration or blotching.

Tensile Strength.

Section No. 114. Neat cement briquettes shall have at the end of one (1) day in moist air a breaking strength, per square inch of sectional area, of not less than one hundred and fifty (150) lbs.; at the end of seven (7) days—one (1) day in air, six (6) days in water—of not less than five hundred (500) lbs.; and at the end of twenty-eight (28) days—one (1) day in air, twenty-seven (27) days in water—of not less than six hundred (600) lbs. The strength at twenty-eight (28) days shall not be less than at seven (7) days.

Mortar Briquettes.

Mortar briquettes, composed of one (1) part of cement and three (3) parts of standard Ottawa sand, by weight, shall have at the end of seven (7) days—one (1) day in air, six (6) days in water—a breaking strength, per square inch of sectional area, of not less than two hundred (200) lbs.; and at the end of twenty-eight (28) days—one (1) day in air, twenty-seven (27) days in water—of not less than three hundred (300) lbs. The strength at twenty-eight (28) days shall show an increase of not less than fifty (50) lbs. over the strength at seven (7) days.

Long-time Tests.

Section No. 115. Tests will be made from time to time extending over longer periods than twenty-eight (28) days. If such tests show a tendency to unsoundness or unusual reduction in strength with increased age, the Engineer shall have the right to prohibit the further use of that brand and to require that another brand be substituted.

Storage During Tests.

Section No. 116. All cement shall be held in storage to allow ample time for tests to be made before the cement is required for use in the work.

How Contained.

Section No. 117. Cement shall be packed and delivered in canvas sacks or other strong, well-made packages, plainly marked with the manufacturer's brand, and sealed in an approved manner. The weights of such packages shall be uniform.

Methods of Storing.

Section No. 118. The Contractor shall at all times keep in store on the work, or at some point convenient thereto, an abundant supply of cement, so as to guard against possible shortage. It shall be stored in a weather-tight building, with a tight floor a proper distance above the ground, and with sufficient floor space to admit of storing each lot of cement, of not more than two hundred (200) barrels, or its equivalent, separately, so as to facilitate identification of each individual lot in case of necessity for further tests or rejection. Cement that has become partially set or otherwise damaged shall not be used.

9.

MORTAR.

Cement and Sand—Mixing.

Section No. 119. All mortar shall be prepared from accepted cement and clean, sharp sand, approved by the Engineer. These ingredients shall be thoroughly mixed dry in the proportions as specified below; water shall then be added, so as to produce a stiff paste. Water used in mortar, grout or concrete must be clean, fresh water, no salt water being permitted. The mortar shall be freshly mixed for the work on hand, in proper boxes made for that purpose, and no mortar shall be used that has stood beyond such limit of time as may be determined by the Engineer.

How Measured.

Section No. 120. For purposes of mixture, three hundred and seventy-five (375) pounds of Portland cement shall be estimated at three and one-half (3½) cubic feet of volume. The proportional parts of sand and stone or gravel shall be by volume as cast into the measuring box. The proportions for brick and stone masonry shall be one (1) part cement to two (2) parts sand; for pointing, one (1) part cement and one (1) part sand; for concrete masonry, as specified under the head of concrete; and for other classes of work, as directed by the Engineer.

Grout.

Section No. 121. If required by the Engineer, a grout, consisting of one (1) part fine, clean and sharp sand and one (1) part of Portland cement, shall be pumped in under pressure, so as to completely fill all the voids in or behind the masonry.

Payment for Grout.

Section No. 122. Where grout is ordered and used, it shall be paid for at the price herein provided, Schedule Item 11.

10.

MASONRY.

Laid in Portland Cement.

Section No. 123. All masonry, except as otherwise specified, shall be laid in Portland cement mortar, and shall be built of the forms and dimensions shown on the plans, or as directed by the Engineer from time to time; and the system of joining or bonding ordered by the Engineer shall be strictly followed.

Water Not to Interfere With.

Section No. 124. Care must be taken that no water shall interfere with the proper laying of masonry in any of its parts.

Freezing Weather.

Section No. 125. During freezing weather such masonry only shall be built whose construction, in the judgment of the Engineer, can not be postponed, except at the cost of delaying the work. The Contractor shall provide such appliances as are necessary for heating the water and the materials used in the masonry according to the specific instructions of the Engineer.

Protected in Freezing Weather.

Section No. 126. During freezing weather all masonry shall be protected by a suitable covering of salt hay, canvas, tarpaulin or by such material or in such ways as may be necessary to insure it against freezing.

Hot Weather.

Section No. 127. During hot weather all masonry, especially concrete, shall be kept wet by sprinkling and properly covered until it has become thoroughly set and hardened.

Pointing.

Section No. 128. Unless otherwise permitted, every joint that is to be pointed shall be raked out, within two days after being laid, to a depth of at least two inches.

Section No. 129. Pointing of the face joints of masonry shall be thoroughly made with cement mortar mixed in the proportion of one (1) part of cement to one (1) part of sand, except where otherwise specially provided.

Section No. 130. No pointing shall be done in freezing weather, and masonry laid between December 1 and April 1 shall not be pointed until permitted by the Engineer.

Defective Masonry.

Section No. 131. Any masonry which is found to be defective from any cause whatsoever, before the final completion and acceptance of the work, must be removed and properly rebuilt, or if damaged during such time must be properly repaired.

Stone Cleaned.

Section No. 132. All stone before being laid shall be thoroughly cleaned, and washed if so directed by the Engineer.

11.

CONCRETE.

How Composed.

Section No. 133. The concrete shall be composed of gravel or broken stone, or a mixture of both, free from all dust and dirt, and mixed together with the proportion of mortar specified below.

Sand.

Section No. 134. Sand for concrete shall be of the kind herein specified for mortar.

Stone.

Section No. 135. Stone for concrete shall be sound, clean gravel, or sound, hard, broken limestone, or trap rock, or a mixture of such gravel and broken stone may be used.

Sizes of Stone.

Section No. 136. Broken stone or gravel for concrete shall be graded from fine to coarse, and that which is all of one size, or practically so, shall not be used. It shall be screened or washed so as to remove all dust, and it shall contain no pieces that will pass through a hole three-eighths (⅜) inch in diameter, and no pieces that will not pass through a hole one and one-half (1½) inches in diameter. Broken stone or gravel for concrete, graded as above, but between three-eighths (⅜) and three-fourths (¾) inch in diameter, may be required and used in special parts of the work.

Rubble Concrete.

Section No. 137. In concrete where the thickness is thirty (30) inches or more, if permitted by the Engineer, the Contractor may imbed in the same pieces of clean, sound stone whose greatest diameter does not exceed twelve (12) inches and whose least diameter or thickness is not less than three-quarters (¾) of the greatest diameter. These stones shall be set by hand in the concrete as the layers are being rammed, and so placed that each stone is completely and perfectly imbedded. No two (2) stones shall be within six (6) inches of each other and no stones within four (4) inches of an exposed face, nor shall any such stone be placed nearer than six (6) inches to any metal built in the concrete for reinforcing the same.

Proportions.

Section No. 138. The proportions of cement, sand and stone (or gravel) used in making concrete shall be as follows:

Section No. 139. Concrete in floor, sidewalls and roof one (1) part of cement, two (2) parts of sand and four (4) parts of stone.

Section No. 140. Protective concrete outside of waterproofing lines on sides and roof, one (1) part of cement, four (4) parts of sand and eight (8) parts of stone.

Mixing by Machine.

Section No. 141. Whenever practicable, concrete shall be machine mixed. A rotary machine of a pattern approved by the Engineer, and mixing only one batch at a time, shall be used.

Mixing by Hand.

Section No. 142. When concrete is mixed by hand the stone or gravel shall be spread on a platform in a bed about six (6) inches thick, and shall be thoroughly wet. Sand shall be spread on a platform and the requisite portion of cement spread on the sand. After thoroughly mixing the latter, the dry mixture thus formed shall be spread evenly over the bed of stone wet as above, and the whole turned over until thoroughly mixed, but not less than two (2) turnings on the mixing board shall be allowed in any case, water being added as necessary. Care shall be taken to keep the bed of concrete wet and avoid piling.

How Laid.

Section No. 143. Concrete shall be placed immediately after mixing in layers of such thickness as may be directed by the Engineer, and shall be thoroughly compacted throughout the mass by ramming or spading, special tamping bars or tools being used as approved by the Engineer. The amount of water used in making the concrete shall be as approved by the Engineer. If a small amount of water has been used in mixing, ramming shall be continued until the water flushes to the surface; as a rule, however, concrete shall be placed wet.

Made Smooth to Receive Waterproofing.

Section No. 144. Concrete to which waterproofing is to be applied shall be made smooth at the time of laying and shall be carefully protected from injury by barricades or otherwise, if necessary until thoroughly set.

Time for Hardening.

Section No. 145. Concrete shall be allowed to set for twelve (12) hours, or more, if so directed, before any work shall be laid upon it; and no walking over or working upon it shall be allowed while it is setting. Concrete shall not be flooded with water before being thoroughly set.

Rock Surface to be Cleaned.

Section No. 146. Before laying concrete on rock surfaces the latter shall be swept clean of all debris and dirt, and when laid on earth the earth shall be rammed as directed before placing the concrete.

Surface Rough for Bonding.

Section No. 147. Wherever a section of concrete is necessarily left unfinished, leaving a surface which will be hard set before additional concrete can be laid, care shall be taken to flush the cement to such surface, and such dovetails or grooves shall be formed as may be necessary to insure a good bond with the new work; and if deemed necessary by the Engineer, the joints shall be reinforced with steel bars or dowels, to be furnished by the Contractor.

Joints Cleaned.

Section No. 148. In all cases of joints of old with new work the old surfaces shall be thoroughly cleaned and wet, and a coating of mortar or cement shall be applied, if required, before placing the concrete.

Forms.

Section No. 149. Suitable forms shall be provided by the Contractor to support the concrete while being placed in the walls or roofs. These forms shall be immediately replaced by new ones as soon as they commence to lose their proper shape. Before being used they shall be carefully cleaned of cement and dirt in order to provide a perfectly smooth face to the exposed surface of the concrete. The forms shall be made of wood, kept carefully planed; or made of metal sufficiently thick to retain their shape without the use of wood.

Section No. 150. No forms made of wood, and covered with iron, will be permitted.

Section No. 151. The forms, if made of wood, shall be made of boards with tight joints, tongued and grooved if required by the Engineer.

Precautions in Placing.

Section No. 152. Every precaution shall be taken in placing or assembling the forms to do so in such a manner that when removed, after the concrete has been placed, the faces of the concrete that are to remain exposed shall present a smooth and even surface.

Forms, How Set—Forms Removed.

Section No. 153. The forms shall be set true to line, firmly secured, and be so tight as not to allow water in the mortar to escape; they shall be thoroughly wet before placing the concrete and shall be removed as soon after the concrete has been placed as in the judgment of the Engineer may be done with safety to the work. Immediately on the removal thereof the faces that will remain exposed shall be carefully examined and any irregularities of the surface corrected; projections shall be removed and voids filled with mortar. If, however, the voids are such as to indicate an excessive loss of mortar, portions of the concrete shall be cut out to the fullness of such defects and the space refilled with a rich concrete or mortar in such proportions and in such manner as the Engineer may direct.

Reinforcement Steel.

Section No. 154. Where reinforcement steel or wire mesh is used, efficient means shall be provided to maintain it in the exact position it is to occupy in the completed work, and to prevent it from becoming dislodged, or moved in any manner, when concrete is placed.

Surfaces Not To Be Painted.

Section No. 155. The exposed faces of the concrete shall be left with the natural cement finish; therefore, immediately following the removal of the forms, followed by the removal of the projections and the filling of voids as provided above, these entire surfaces shall be rubbed down in such a manner, approved by the Engineer, as will leave a smooth and even surface, the object in view being to obtain a generally smooth finished surface with uniformity in color.

Within Station Limits.

The preceding paragraph does not apply within station limits.

Impervious to Water.

Section No. 156. It is intended to obtain concrete impervious to water; the concrete shall be mixed and deposited with this end in view, and on the roof of the Railroad, if waterproofing is not used, the top surface of the concrete shall be carefully troweled as may be directed in order to add to its imperviousness.

Concrete, How Measured and Paid For.

Section No. 157. Concrete masonry shall be measured in place in the work to the prescribed net lines ordered by the Engineer and shall be paid for at the prices in Schedule Items 6 and 7; which prices are to include the cost of all scaffolding, centres, forms, etc., and removing the same, and all work incidental thereto.

Backing or Filling Concrete, Not Paid For.

Section No. 158. No concrete backing or filling outside of the ordered net lines of excavation will be paid for.

(For Concrete in Sewers, see Sewers.)

12.

BRICK MASONRY.

Quality.

Section No. 159. Bricks for masonry shall be of the best quality common bricks burned hard entirely through, regular and uniform in shape and size and of compact texture.

Hollow Terra Cotta Blocks.

Section No. 160. Hollow terra cotta blocks or bricks may be required on the outside of walls of the structure or at such other places as the Engineer may direct. They shall be of the best porous terra cotta as approved by the Engineer, and shall be laid in such manner as hereinafter specified or as the Engineer may direct.

In Station.

Similar terra cotta blocks or bricks may be required in station work.

How Laid.

Section No. 161. All brick masonry shall be laid in mortar of the quality above described, except that in exposed locations coloring matter may be added, if required by the Engineer. The bricks shall be laid to line with joints in the face work not exceeding one-quarter (¼) of an inch in the beds, and three-eighths (⅜) of an inch on ends; the bricks to be thoroughly wet before laying and to be completely embedded in mortar under the bottom and on the sides and ends at one operation, care being taken to have every joint full of mortar.

All exterior surfaces shall be smooth and regular.

Cleaned.

Section No. 162. The inside faces of all arches and other exposed parts shall have all the mortar scraped off and washed clean immediately after the centres have been struck, and shall be pointed and left in neat condition.

No "Bats" or Culls.

Section No. 163. All bricks of whatever nature shall be carefully culled and if necessary gauged before laying, at the expense of the Contractor. No "bats" shall be used except in large masses of brickwork, where a moderate proportion, to be determined by the Engineer, may be used, but nothing smaller than half bricks.

Racked or Toothed.

Section No. 164. All unfinished work shall be racked back or toothed, as directed by the Engineer, and before new work is joined to it the faces of the brick in the old work must be scraped entirely clean, scrubbed with a stiff brush and be well moistened.

Special Bricks.

Section No. 165. Where necessary to make a neat joint in connection with steel framework, or at corners, curves, or other similar places, special bricks of proper shape shall be furnished and used. All centres and forms shall be made to fit the curves of the work; they shall be put up and removed in a manner satisfactory to the Engineer.

Measurements and Payments.

Section No. 166. Brick masonry shall be measured to the lines indicated and shown on the plans and as ordered by the Engineer and shall be paid for as herein stipulated in Schedule Item 9, for common brick masonry and Item 10 for hollow terra cotta brick or tile masonry; these prices are to include the cost of all scaffolding, forms, centres, etc., and the removal of the same, of all plastering and pointing and of all other work incidental thereto.

13.

STONE MASONRY.

Rubble Stone Masonry, Where Used.

Section No. 167. Rubble stone masonry will be used for supporting the street railroads over the roof of the Railroad where permanent supports are required, or at such other places as the Engineer may require.

How Laid.

Section No. 168. Rubble stone masonry shall be made of sound, clean stone of suitable size, quality and shape for the work in hand and shall be laid in mortar mixed in the proportion of one (1) part cement to three (3) parts of sand. All beds and joints shall be well filled with mortar and the work must be thoroughly bonded.

Dry Rubble Masonry.

Section No. 169. In connection with the construction of sewers, or wherever else directed by the Engineer, dry rubble masonry shall be used. It shall consist of stone not less than three inches thick and one cubic foot contents laid on natural beds and bonded to give greatest degree of strength, with such spalls as are required for leveling.

Measurement and Payments.

Section No. 170. Rubble stone masonry shall be measured in place in the work and to the lines ordered by the Engineer, and it shall be paid for as herein stipulated under Schedule Item 8, if with mortar, and under Item 8-A, if dry.

Other Masonry.

Section No. 171. In case, during the progress of the work, stone masonry of a different class than that specified above shall become necessary and shall be required by the Engineer, the same shall be constructed according to specifications applicable to the best work of such class, and it shall be paid for as provided in Article XII. of the contract.

14.

WATERPROOFING.

General Limits of Waterproofing.

Section No. 172. In general, waterproofing of the structure will be limited to over the roof between stations and to those surfaces near ground water or mean high water if ground water level is found for any reason to be below mean high water. At other places free drainage shall be provided by pipe drains, hollow tile or broken stone.

At Stations.

At stations the roof and sidewalks also shall be waterproofed

Protecting Masonry.

Section No. 173. The protecting masonry shall be hollow terra cotta blocks, common bricks or concrete, laid and paid for as herein elsewhere provided, and shall not be less than four inches in thickness.

Laid Against Sheeting.

Section No. 174. In places where permanent sheeting is placed at the waterproofing line, the waterproofing, if permitted by the Engineer, may be applied against the sheeting.

Surfaces to be Made Smooth.

Section No. 175. All surfaces to which waterproofing is to be applied shall be made as smooth as possible; on these surfaces there shall be spread either hot melted pitch or asphaltum in a thick layer of uniform thickness; on this layer of pitch or asphaltum shall be laid a treated woven fabric of such material as may be approved by the Engineer; this process shall be repeated until such number of layers as may be required by the Engineer have been placed and a final coat of pitch or asphaltum shall then be applied.

Definition of Term "Ply."

Section No. 176. The term "ply" as used in these specifications shall mean a layer of treated woven fabric, both sides of which shall be coated with pitch or asphaltum at the time of laying.

Number of Ply.

Section No. 177. The number of plies of waterproofing over the roof between stations shall in no case be less than three (3), except as hereinafter provided, where brick laid in asphalt mastic is used.

At Stations.

On the sidewalks at stations the same conditions as in the preceding paragraph shall apply.

Brick in Asphalt Mastic.

Section No. 178. On the sides and bottom of the structure below a line of two (2) feet above ground water, or, if ground water is below mean high water level, then two (2) feet above mean high water, one (1) ply of waterproofing, as described above, shall be used with one or more layers of brick laid in asphalt mastic; the number of layers of brick to be determined by the Engineer.

In any case where brick laid in asphalt mastic is not used, the number of plies shall be as local conditions require and as directed by the Engineer.

At Stations.

The requirements in the preceding paragraphs of this section likewise shall apply to the roof of the structure within station limits and over the tracks passing through the stations within said limits.

Quality of Brick.

Section No. 179. The quality of brick shall be the same as provided in the specifications under the head of Brick Masonry. The brick shall be properly dried and shall be heated before laying.

Measurements and Payments.

Section No. 180. Brick in asphalt mastic will be measured in place to the lines ordered by the Engineer, and will be paid for at the price herein stipulated, Schedule Item 16.

Section No. 181. Six (6) plies of waterproofing may be substituted for brick in asphalt mastic, if approved by the Engineer, and will be paid for as provided for fabric waterproofing.

Asphalt Mastic.

Section No. 182. Asphalt mastic shall contain one-third (1-3) waterproofing asphalt, the other ingredients to be sand and limestone dust or sand and Portland cement, in proportions governed by local requirements and weather conditions. In melting and mixing the mastic on the work its temperature shall not exceed 350 Fahr. All packages containing asphalt shipped to the work must be distinctly labeled with the manufacturers' name and the brand or number of the mixture.

Leaks Stopped.

Section No. 183. Any masonry that is found to leak at any time prior to the completion of the work and final acceptance thereof by the Commission shall be cut out and the leak stopped, at the sole expense of the Contractor.

Quality of Pitch.

Section No. 184. Pitch shall consist of either coal-tar or natural asphalt as the Engineer shall elect; it must be delivered on the work in packages that are plainly marked with the manufacturer's brand, and indicating the grade and quality of the material.

Coal-tar Pitch.

Section No. 185. The coal-tar pitch shall be straight-run pitch containing not less than twenty-five (25%) per centum and not more than thirty-two (32%) per centum of free carbon, which will soften at approximately 70° F., and melt at 100° F., being a grade in which distillate oils distilled therefrom shall have a specific gravity of 1.05.

Quality of Waterproofing Asphalt.

Section No. 186. The asphalt used shall consist of fluxed natural asphalt, or asphalt prepared by the careful distillation of asphaltic petroleum, subject to the approval of the Engineer, but, however prepared, it shall comply with the following requirements:

The asphalt shall contain in its refined state not less than (95) per cent. of bitumen soluble in cold carbon disulphide, and at least 98½ per cent of the bitumen soluble in cold carbon disulphide, shall be soluble in cold carbon tetrachloride. The remaining ingredients shall be such as not to exert an injurious effect on the work.

The asphalt shall not flash below 350 degrees Fahr. when tested in the New York State Closed Oil Tester. When 20 grams of the material are heated for five hours at a temperature of 325 degrees Fahr. in a tin box 2½ inches in diameter it shall not lose over 5 per cent. by weight, nor shall the penetration at 77 degrees Fahr. after such heating be less than ½ of the original penetration.

The melting point of the material shall be between 100 degrees and 175 degrees Fahr. as determined by the Kraemer and Sarnow method.

The consistency shall be determined by the penetration which must be between 75 and 100 at 77 degrees Fahr.

A briquette of the solid bitumen of cross section of one square centimeter shall have a ductility of not less than 20 centimeters at 77 degrees Fahr., the material being elongated at the rate of five (5) centimeters per minute. (Dow moulds.)

All tests herein provided must be conducted according to methods approved by the Engineer.

Penetrations indicated herein, refer to the depth of penetration in hundredth centimeters of a No. 2 cambric needle, weighted to 100 grams at 77 degrees Fahr. acting for 5 seconds.

Woven Fabric for Waterproofing.

Section No. 187. The fabric to be used shall be a woven fabric which shall have been treated with pitch or asphaltum before being brought on the work. The fabric and the material used in its treatment shall be approved by the Engineer.

Concrete to be Dry.

Section No. 188. All concrete shall be dry before waterproofing is attached. If, in the judgment of the Engineer, it is impracticable to have the concrete dry, then there shall be first laid a layer of treated felt of approved quality, on the upper surface of which is to be spread the first layer of pitch or asphaltum; the said layer of felt shall then be counted as one of the required plies.

Each layer of pitch or asphaltum must completely and entirely cover the surface on which it is spread without cracks or blow holes.

Fabric for Waterproofing to be Carefully Laid.

Section No. 189. The fabric must be rolled out into the pitch or asphaltum while the latter is still hot, and pressed against it so as to insure its being completely stuck over its entire surface, great care being taken that all joints are well broken by overlapping, and that, unless otherwise permitted, the ends of the rolls of the bottom layers are carried up on the inside of the layers on the sides, and those of the roof down on the outside of the layers on the sides so as to secure a full lap of at least one (1) foot. Especial care must be taken with this detail.

Section No. 190. When the finishing layer of concrete is laid over or next to the waterproofing material, care must be taken not to break, tear or injure in any way the outer surface of the pitch or asphaltum.

Skilled Labor to be Employed.

Section No. 191. None but competent men, especially skilled in work of this kind, shall be employed to lay the waterproofing.

Measurements and Payments.

Section No. 192. Measurements will be made on the basis of actual area covered by the number of plies ordered, no account being taken of laps, and the waterproofing will be paid for as herein stipulated, Schedule Item 15.

STEEL AND IRON.

Open Hearth Process.

Section No. 193. Steel shall be made in an open hearth furnace.

Chemical and Physical Properties.

Section No. 194. The chemical and physical properties of finished material shall conform to the following limits:

Properties.	Structural Steel.	Carbon Rivet Steel.	Steel Castings.
Phos. (Max.)	.04%	.04%	.05%
Sulph. "	.05%	.04%	.05%
Mn. "	.60%	.60%	.80%
Si. "	.10%	.10%	.35%
Ult. Str.	60000±4000	50000±4000	65000 (Min.)
Yield Point	55% Ult.	55% Ult.	35000 (Min.)
Elongation	$\frac{1500000}{\text{Ult. Str.}}$	$\frac{1500000}{\text{Ult. Str.}}$	20% in 2"
Fracture	Silky.	Silky.	Fine granular
Cold Bend	180° flat.	180° flat.	120° (d.=3t.)

Yield Point.

Section No. 195. The yield point shall be that strain, beyond which the elongation ceases to be proportional to the weight imposed, and may be indicated by drop of beam. The speed of testing shall be governed by the inspector.

Finish.

Section No. 196. Sufficient discard shall be made to insure sound material free from piping or excessive segregation. The material shall be finished straight and smooth, and shall be free from all seams or other defects. Any imperfection which may develop during the progress of the work will be sufficient cause for rejection.

Steel Castings.

Section No. 197. Steel castings shall be true to pattern and free from injurious imperfections.

Standard Test Pieces.

Section No. 198. The tensile strength, yield point and ductility of the material shall be determined from a standard test piece of not more than two (2) inches in width, and about one-half (½) square inch in sectional area, cut from a full sized bar, with sides turned or planed parallel so as to give a uniform minimum section for at least nine (9) inches. Whenever practicable the two sides of the test piece shall be left as they come from the rolls, but the finish on opposite sides shall be alike in this respect.

Specimens for Bending.

Section No. 199. Specimens for bending shall be cut from the material as rolled.

Rivet Rods.

Section No. 200. Rivet rods shall be tested as rolled.

Steel Castings.

Section No. 201. For steel castings the test piece shall be turned to a uniform minimum section of one-half (½) inch diameter, for a length of at least two and one-half (2½) inches. Specimens for bending shall be one (1) inch by one-half (½) inch in section.

Ductility Elongation.

Section No. 202. In determining the ductility, the elongation shall be measured after breaking on an original length as specified, in which length shall occur the curve of reduction each side of the point of fracture.

Where Taken From.

Section No. 203. For rollers the specimens shall be cut from the finished bar so that the center of the specimen shall be one inch from the outside of the bar.

Treatment of Test Specimens.

Section No. 204. For steel castings the number of tests will depend on the character and importance of the castings. Specimens shall be cut cold from coupons molded and cast on some portion of one or more castings from each melt. The coupons shall be annealed with the castings before being cut off.

Rolled steel shall be tested in the condition in which it comes from the rolls.

Number of Tests.

Section No. 205. At least one tensile and one bending test shall be made from each melt of steel as rolled. In case steel differing three-eighths (⅜) inch or more in thickness is rolled from one melt, a test shall be made from the thickest and from the thinnest material rolled.

Variation in Weight.

Section No. 206. A variation in weight of any piece of steel of two and one-half per centum (2½ per cent.) from that specified, shall be sufficient cause for rejection, except in case of sheared plates exceeding one hundred (100) inches in width, where the variation may be five (5) per centum.

Material Marked.

Section No. 207. Each finished piece of steel shall be marked with the melt number, excepting that bars for reinforcing concrete shall be bundled and the melt number stamped on a metal tag attached to each bundle.

Test Pieces.

Section No. 208. The Contractor shall furnish, without extra charge, such standard test pieces, as may be necessary to determine the uniform quality of the material and also the use of a reliable testing machine, with the necessary labor for testing.

Chemical Analysis.

Section No. 209. Chemical determinations of the percentages of carbon, phosphorus, sulphur and manganese shall be made by the manufacturer from a test ingot, so taken, during the casting of each melt of steel as to fairly represent the melt. Two copies of such analyses shall be furnished to the Engineer or his Inspector.

Mill Orders.

Section No. 210. The Engineer shall be furnished copies in triplicate of all mill orders, and no material shall be rolled nor work done before the Engineer has been notified so that he may arrange for the inspection.

Wrought Iron.

Double Rolled.

Section No. 211. All wrought iron shall be double rolled, tough, fibrous and uniform in character. It shall be thoroughly welded in rolling and be free from surface defects.

Method of Testing.

Section No. 212. The methods specified for testing rolled steel shall apply generally to wrought iron. Standard test specimens shall show an ultimate strength of at least fifty thousand (50,000) lbs. per square inch, and an elongation of at least eighteen (18) per centum in eight (8) inches, with fracture wholly fibrous. Specimens shall bend cold with the fibre, through one hundred ond thirty-five degrees (135 deg.), without sign of fracture, with inner radius not to exceed the thickness of the piece tested. When nicked and bent the fracture shall show at least ninety (90) per centum fibrous.

Cast Iron.

Chemical Requirements.

Section No. 213. Cast iron shall be tough gray iron made by the cupola process and shall contain not more than 0.6 per cent. of phosphorus and not more than 0.12 of sulphur. No mill cinder iron, white or burnt iron or scrap of any kind will be permitted in the composition.

Tests.

Section No. 24. The quality of the iron entering into castings shall be determined by means of the "Arbitration Bar." This is a bar 1¼ inches in diameter and 15 inches long, cast under the same circumstances as those which attended the casting of the full-sized piece. This bar shall sustain at the center, when resting upon two dull knife edges twelve (12) inches apart, a load of three thousand (3000) pounds with a deflection of at least one-tenth (1-10) of an inch before rupture.

Number of Test Bars.

Two (2) sets of two (2) bars shall be cast from each heat; one set from the first and the other set from the last iron entering into the castings. Each set of two bars is to be made in a single mold.

Finish.

Section No. 215. Castings must be sound, true to pattern, free from cracks, flaws, excessive shrinkage, and have smooth clean surfaces. They must be neatly chiseled and wirebrushed before leaving the foundry. Castings which do not accurately conform to dimensions on the plans will be rejected. Each casting shall have its distinguishing letter or number cast on at the place indicated on the plans.

Workmanship.

Quality.

Section No. 216. All workmanship shall be first class. All parts exposed to view shall be neatly finished. All nuts exposed to view on the final structure shall be hexagonal.

Rods, Deformed Sections.

Section No. 217. Rods and bars to be used for reinforcing concrete shall be deformed as approved by the Engineer; plain bars will not be used.

Bent Rods.

Section No. 218. Bent rods shall be bent uniformly to template in a machine or press approved by the Engineer. They may be bent either at the shop or on the work. In special cases bending hot and annealing may be required.

Material Straightened in Shop.

Section No. 219. All material shall be straightened in the shop before being worked in any way.

Size of Rivets.

Section No. 220. The size of rivets called for on plans shall be understood to mean the actual size of the cold rivet before heating.

Rivet Holes.

Section No. 221. All holes shall be accurately spaced and punched. The diameter of the punch shall not be more than one-sixteenth (1-16) inch greater than the diameter of the rivet. The diameter of the die shall be as small as may be required to punch a clean hole.

Punching.

Section No. 222. Punching shall be accurately done. Drifting to enlarge unfair holes will not be allowed. If the holes must be enlarged to admit the rivet they shall be reamed. Poor matching of holes will be cause for rejection.

Reaming.

Section No. 223. Where sub-punching and reaming are required, the punch used shall have a diameter not less than three-sixteenths (3-16) inch smaller than the rivet. Holes shall then be reamed to a diameter not more than one-sixteenth (1-16) inch larger than the nominal diameter of the rivet. All reaming shall be done with twist drills after the material is assembled and firmly bolted together. The use of lubricants in reaming is not allowed.

Sub-Punching and Drilling.

Section No. 224. All material over seven-eighths (⅞) of an inch thick shall be drilled from the solid. Material over five-eighths (⅝) of an inch and not exceeding seven-eighths (⅞) of an inch in thickness shall be sub-punched and reamed. All other material may be direct punched.

Sheared Edges.

Section No. 225. Sheared edges of plates, exceeding five-eighths (⅝) of an inch in thickness in main members shall be planed at least one-eighth (⅛) of an inch where called for on plans.

Burrs Removed.

Section No. 226. All burrs shall be removed, and the members shall have all parts firmly drawn together with bolts before reaming or riveting is commenced.

Assembling.

Section No. 227. Riveted members shall have all parts well pinned up and firmly drawn together with bolts, before riveting is commenced.

Riveting.

Section No. 228. Rivets when driven shall completely fill the holes, and shall be machine driven wherever possible. They shall have full concentric heads or they shall be countersunk when so required. Rivet heads shall not be flattened to less than half the diameter of the rivet on the line of the shank unless countersunk. Loose, burned or otherwise defective rivets shall be cut out and replaced. In cutting out defective rivets, great care shall be taken not to injure the adjacent material. If necessary they shall be drilled out.

Distances from center of rivet to edge of sheared plate shall not be less than 1¼" for ¾" rivets and 1⅜" for ⅞" rivets; distances from center of rivets to a rolled edge shall not be less than 1⅛" for ¾" rivets and 1¼" for ⅞" rivets. The minimum pitch for ¾" rivets shall be 2½" and for ⅞" rivets 2⅞". When material is sub-punched and reamed the pitch for ⅜" rivets may be made 2¼" and for ⅞" rivets 2⅝".

Use of Bolts.

Section No. 229. Generally the use of bolts instead of rivets will not be permitted, but when used in special cases the holes shall be reamed parallel, and the bolts turned to a driving fit, with the threads entirely outside of the holes.

Templates.

Section No. 230. All holes for field rivets where called for on plans shall be sub-punched and accurately drilled to an iron template, fitted with bushings, or reamed and match marked while the connecting parts are temporarily assembled in the shop. In case of splices of upper chords or other compression members, the abutting ends shall be brought to a forcible bearing.

Finished Members.

Section No. 231. Finished members shall be true and free from kinks, twists or open joints. Ends of floor beams and stringers shall be finished square and true.

Rods Upset.

Section No. 232. Rods and bars which are to receive a thread shall be properly upset. Where threads are cut on steel, they shall be properly filleted.

Annealing.

Section No. 233. Steel, except in minor details, which has been partially heated, shall be properly annealed. All steel castings shall be annealed.

Abutting Surfaces Faced.

Section No. 234. All abutting surfaces shall be neatly planed or faced perpendicular to the direction of the strain, so as to insure even bearings, except where otherwise noted on the plans.

Stiffeners—Splice Plates and Fillers.

Section No. 235. Stiffeners of plate girders shall be faced on the ends and brought to a true contact bearing with the flange angles. Web splice plates and fillers under stiffeners shall be cut to fit within one-eighth (⅛) of an inch of flange angles.

Pins and Rollers.

Section No. 236. Pins and rollers shall be turned accurately to a gauge, and shall be of full size throughout. All pin-holes shall be bored truly and at right angles to the axes of the members to be connected, and shall fit the pins with a play not exceeding one thirty-second (1-32) of an inch, for pins over 5" in diameter and not exceeding one-fiftieth (1-50) of an inch for pins 5" and less in diameter.

Bed Plates Planed.

Section No. 237. Bed plates shall be planed. The bottom of the shoes shall be planed exactly parallel to the center line unless otherwise shown. The cutting of the planing tool shall be in the direction of expansion.

Details Boxed.

Section No. 238. Nuts, bolts, rivets and other similar material shall be boxed.

Weight Marked.

Section No. 239. The weight of every piece and box shall be plainly marked upon it.

Inspection.

Section No. 240. Free access and information shall be given by the Contractor for a thorough inspection of material and workmanship, with proper office facilities.

Contractor Responsible.

Section No. 241. The Inspector shall make detailed reports of his inspection to the Engineer and may notify the Contractor of any defects in the material or workmanship, but all acceptances made by him shall be considered temporary, and his inspection shall in no way relieve the Contractor of full responsibility for the character and accuracy of the work until its completion and final acceptance by the Engineer.

Errors in Plans.

Section No. 242. The Contractor shall be responsible for all errors which can be discovered by checking or examining the plans.

Inspector's Office.

Section No. 243. The Contractor shall furnish for the use of the Inspector a suitably equipped office at the mills and at the shops.

Loading and Shipping.

Section No. 244. All parts shall be carefully loaded and protected from injuries during transportation by such means as will be satisfactory to the Inspector. After delivery of materials at the work the Contractor will be required to store the same on skids at least twelve (12) inches above the ground and to keep the same in good condition. Any piece showing injurious effects of rough handling at any stage until the final acceptance of the work may be rejected.

Payments for Steel and Cast-Iron.

Section No. 245. The prices to be paid for steel and cast-iron are as herein provided in Schedule Items 19. 20 and 21. These prices include the cost of the material delivered and erected in the work. These prices are to include also the cost of all necessary cleaning and painting (where painting is required) and of all other incidental work. The quantity of metal to be paid for shall be the number of pounds actually placed in accordance with the drawings or orders.

Miscellaneous Castings.

Section No. 246. For other castings, not included in the above and not including castings for sewer work or pipes, payment will be made as provided in Schedule Item 25.

Wire Mesh.

Wire Forms.

Section No. 247. Special wire forms, of a type and weight to be approved by the Engineer are to be furnished and placed around the lower flanges of the roof girders, and at other places as may be required, in order to hold the concrete in place.

Wire Forms, Payment For.

Section No. 248. Special wire forms, wherever used, will be paid for as stipulated in Schedule Item 26, which price is to include the material in place and all work necessary and incidental thereto.

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Painting.

Section No. 249. All metal work, excepting as otherwise herein provided, shall be painted with three coats of paint, including the shop coat, of kind and quality approved by the Engineer. Lead or carbon paint will generally be required for the last two coats.

Shop Coat.

Section No. 250. All iron shall be scraped free from scale, and receive one coat of red lead paint as herein specified, or other approved paint if directed by the Engineer, before leaving the shops. All surfaces which come in contact or are enclosed shall be painted before being assembled. All turned or faced surfaces shall receive a coat of white lead and tallow before leaving the shops.

Quality of Red Lead.

Section No. 251. The red lead shall be strictly pure, and shall contain at least 80 per cent. of "true lead" (Pb_3O_4). The color shall be a clean pure tint. The red lead shall be of the fineness that when washed with water through a No. 19 silk bolting cloth, not more than 1 per cent. shall be left on the screen.

Quality of Linseed Oil.

Section No. 252. The linseed oil must be absolutely pure, fully aged and ripened, well settled oil. It shall be perfectly clear on receipt, and after heating to 212 degrees Fahr. on a current of hydrogen, shall not show a deposit of foots nor a loss of over 0.4 per cent. for raw oil, nor over 0.2 per cent. for boiled oil. The specific gravity at 60 degrees Fahr. for raw oil shall be between 0.932 and 0.937, and for boiled oil between 0.936 and 0.940.

Original Packages.

Section No. 253. All material shall be delivered, inspected and sampled in original packages.

Proportions in Mixture.

Section No. 254. Red lead paint shall be mixed in the proportion of 500 lbs. of red lead to 5½ gallons of boiled linseed oil, and 11 gallons of raw linseed oil.

Damaged Shop Coat to be Renewed.

Section No. 255. Where the shop coat has become damaged before or after erection, through any cause whatever, it shall be renewed with the same kind of paint as originally used, such renewal to be considered only as a part of the original shop coat. If the Engineer so directs on members or parts of members buried in concrete the shop coat will be omitted.

Structural Steel and Rods.

Section No. 256. Structural steel and rods to be imbedded in concrete shall be protected from the weather before being put in place, and shall be cleaned and scales removed before being incased in the concrete. Rods shall not be painted.

Second Coat Carbon Paint.

Section No. 257. The second coat of paint shall be a carbon paint approved by the Engineer. It shall be applied after erection, but not until the metal has been cleaned from dirt or other objectionable matter that may be found thereon.

Metal to be Cleaned After Erection.

Section No. 258. After erection the metal shall be thoroughly cleaned of all dirt, rust or scales by stiff wire brushes or sand blasts, as directed, and afterward dusted and thoroughly and evenly painted as described above. No paint shall be applied until the cleaning has been passed upon by an Inspector.

Third Coat.

Section No. 259. Between stations the exposed members shall be given a third coat, which shall be a carbon paint of a color and quality approved by the Engineer.

Third Coat, When Applied.

Section No. 260. The third or finishing coat shall be applied to all exposed surfaces of the metal after its erection, and after a completion of the masonry or other work; it shall be applied at such time after such completion and before the final acceptance of the work as in the judgment of the Engineer may be advisable. The several field coats shall be sufficiently tinted to be distinctive.

Surfaces in Contact.

Section No. 261. Surfaces of exposed members inaccessible after erecting, shall be cleaned and painted before erecting.

Recesses, etc.

Section No. 262. All recesses that might contain water, or through which water could enter, must be filled with thick paint or a waterproof cement of ground skins before receiving final painting.

Section No. 263. All surfaces so close together as to prevent the insertion of a brush must be painted thoroughly by using a piece of cloth, if necessary.

Rainy or Freezing Weather.

Section No. 264. No painting in rainy or freezing weather or on wet surfaces will be permitted.

Payments.

Section No. 265. Payment for painting is included in the prices for steel and iron.

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DRAINS AND PUMPS.

Railroad To Be Drained.

Section No. 266. Every part of the Railroad must, so far as possible, be so arranged that any water finding access thereto will be led away automatically to the City sewers.

Section No. 267. Where the Railroad is on an inclined gradient, and is constructed in dry, porous soil, the floor of the Railroad may be depended on to act as a conduit. At the bottom of the inclined gradient connections must be made with a sewer or with subdrains lying beneath the Railroad and draining into the sewers.

Sub-drains.

Section No. 268. Along such parts of the work where the soil is not porous, or where the floor of the Railroad cannot, in the judgment of the Engineer, be used as a conduit, there shall be laid, beneath the rail level and on a continuous descending gradient, drain pipes of vitrified salt-glazed stoneware, of the quality described in these specifications for sewer pipe. These drain pipes shall be of such diameter not exceeding twelve (12) inches, as the Engineer may direct, and there shall be one (1) such drain for each two (2) tracks. Each drain shall be laid in the concrete or directly in the soil with tight or open joints, as directed, and in such manner and in such position as, in the opinion of the Engineer, local circumstances require.

Connections and Cross Drains.

Section No. 269. Where drain pipes connect with the City sewers, the junction shall be protected by suitable traps, and back-pressure valves or gate valves where necessary, to prevent back rush of water or gas from the sewers. Connections with the Raiload shall be as necessity demands and all as directed by the Engineer. Cross drains to connect with the main drains will be placed at such places and in such manner as the Engineer shall direct; also vertical drains at the sides of the Railroad. These drains shall be of vitrified pipe or of cast iron, as directed.

Broken Stone for Drainage.

Section No. 270. Broken stone shall be placed for the purposes of drainage, as indicated on the plans or as required by the Engineer.

Sumps.

Section No. 271. At the low points of the grade of the Railroad where the same passes below the bottom of adjacent sewers there shall be constructed sumps connected with the subdrains or the floor of the Railroad. Such sumps must be watertight, with a capacity of not less than eight hundred (800) gallons each.

Pumps for Tunnel Drainage.

Section No. 272. Adjacent to each sump a suitable enclosure shall be provided in which two pumps shall be installed, each of which shall have ample capacity to remove all the water entering the sump at that point under ordinary conditions. These pumps shall be arranged to operate automatically. Under this contract the Contractor will only furnish the pumps required and set them in place as directed, including the necessary pipe and drainage connections between the sumps and sewers.

The pumps shall be of the capacity required by the Engineer.

Capacity.

Section No. 273. If in the opinion of the Engineer the service requires it, each of these pumps shall be able to remove from the sump eight hundred gallons per minute.

Delivery to Sewers, etc.

Section No. 274. The delivery of such pumps shall be into the City sewers, and all piping, valves, etc., in connection therewith, shall be installed as a part of this contract.

Payment for Drains, Broken Stone, Pumps, etc.

Section No. 275. All drains shall be measured in place and the actual net length as laid for each class of drain will be paid for as herein provided in Schedule Item 17 and 17-A. The prices therein provided for each class of pipe will include providing and laying the pipe and all specials of any nature whatsoever, such as bends, tees, wyes, handholes, etc., and all material necessary for jointing the same. Where back-pressure valves or gate-valves are required the cost of setting the same will be included in the above, but the Contractor will be paid in addition the actual net cost of such valves plus ten (10) per cent.

Section No. 276. For broken stone for drainage, furnished and placed, section No. 270 payment will be made as provided in Schedule Item 14.

Section No. 277. For pumps, Section No. 272, the Contractor will be paid as provided in Article XII of the contract including the pipe connections with sumps and sewers.

The station drainage also must be arranged for as prescribed in Section No. 269.

Soil Pipes for Stations.

It will be necessary to lay soil pipes in the floors and walls of the stations. These pipes are to be cast iron, "extra heavy." They will be placed in positions as shown on the plans and will be paid for as provided in Schedule Item 34.

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SEWERS.

In Accordance with Plans and Specifications.

Section No. 278. All sewers and appurtenances shall be built of the materials, of the sizes and dimensions, on the lines and grades, at the depths, with the connections, and in the manner called for by these specifications and shown on the drawings.

Change of Location.

Section No. 279. If, in the opinion of the Engineer, it is impracticable during the progress of the work to construct any sewers, manholes, or other appurtenances, according to the contract drawings, owing to the presence of unknown sub-surface structures or other contingencies, the Contractor shall construct such sewers, manholes or appurtenances in the location given by and according to the directions of the Engineer.

General Clauses Apply.

Section No. 280. The general clauses in this contract relating to excavation, backfilling, cement, mortar, masonry, waterproofing, piling, timber work of all kinds, care of streets and public places, maintenance of surface, subsurface and overhead structures, protection of persons and property, repaving or restoring of the surface of the street or other public places (except, in the case of off-line sewers, the temporary roadway pavement between curbs and work incidental thereto), responsibility of the Contractor, authority of the Engineer to examine and condemn materials, and the power of the Commission and the Engineer in all or any other respects to enforce this contract, apply to the construction and reconstruction of sewers, water mains or pavements, unless specifically amended or exempted, both along the route occupied by the Railroad and elsewhere.

No Claims for Damages.

Section No. 281. Should postponement or delay be occasioned by the precedence of paving or other contracts, which may be either let or executed by the Borough President, Commissioner of Water Supply, Gas and Electricity, or other heads of departments, either before or after the execution of this contract, on the line of the work, no claims for damages therefor shall be made or allowed; nor shall any claim for damages be made or allowed in consequence of the street or the adjoining sewers not being in the condition contemplated by the parties at the time of making the contract, except that if the Contractor shall be delayed in the performance of his work by reason of the street or the adjoining sewers not being in such condition, an allowance of time may be given for the completion of the work as elsewhere provided in this contract.

Size of Trenches.

Section No. 282. The trenches for sewers and basin culverts both in earth and in rock, in streets along the route of the Railroad, shall have vertical sides and shall be six inches wider than the greatest external width of the sewer or its foundation on the side farthest away from the subway; and in other streets the trenches shall have vertical sides, and shall be six inches wider on each side than the greatest external diameter of the sewer, but shall be not less than three feet in width. They shall be excavated to the depth and to the form of the sewer or its foundation. Payments for excavation will be based on the requirements as above.

Limit of Trench Opening.

Section No. 283. Not more than one hundred (100) feet of trench in sewers off the line of the railroad shall be opened at any one time in advance of the sewer already completed, unless by permission of the Engineer, and for a distance specified.

Excavation Completed in Advance.

Section No. 284. The excavation of trenches shall be fully completed a sufficient distance in advance of the laying of the sewer, and the exposed end of the sewer shall in all cases be fully protected.

Trenches for Manholes and Receiving Basins.

Section No. 285. Where the foundation for a manhole or a receiving basin extends beyond the line of such manhole or receiving basin, the excavation required in earth shall be to the lines of the smallest rectangle enclosing the full dimensions of the exterior of the foundation, and shall have vertical sides to the surface, but it shall, in all cases, be six inches larger than the greatest external dimension of the manhole or receiving basin. In rock excavation, the trench shall be six inches larger than the greatest external dimension of the manhole or receiving basin, and shall have vertical sides to the surface.

Foundations.

Section No. 286. Where the ground does not afford a sufficiently solid foundation, the trench shall be excavated to such increased depth as the Engineer may deem necessary, and this extra depth, and all other irregularities in the bottom of the trench, shall be filled up to the required level and form, with such material, and in such manner, as the Engineer shall direct. If so directed, piles shall be driven and a timber or reinforced concrete foundation shall be constructed, as elsewhere provided in these specifications, to support the sewer.

Inspection of Grades.

Section No. 287. When the trench is properly prepared, and before laying any sewer, the Contractor shall notify the Engineer, who will, thereupon, cause the grades for the sewer to be tested, and if correct the sewer shall then be laid in the presence of a duly authorized inspector, and no construction work shall be done in his absence.

Trenches to be Kept Free From Water.

Section No. 288. The trenches shall be kept entirely free from water while the foundation and the masonry are being constructed or the sewer laid. In no case shall water be allowed to flow over the invert or foundation or through the sewer until the mortar is thoroughly set.

Gutter and Passageway to be Kept Open.

Section No. 289. At all times, gutters shall be kept open for surface drainage, and the streets and sidewalks shall be kept clear and free for the passage of carts, wagons, carriages and street or steam railroad cars or pedestrians, and as otherwise provided in these specifications.

Cross-walk, Side-walk and Roadway to be Kept Clear.

Section No. 290. Where any cross-walk or roadway is cut by the trench, it shall be temporarily replaced by a timber bridge with side railings, according to the direction and approval of the Engineer. The work shall at all times be conducted so as to cause as little inconvenience as practicable to the public.

Disposition of Paving Material.

Section No. 291. All curb, gutter, flagging, paving and macadam stones, necessary to be removed, which in the judgment of the Engineer are suitable to be used again, shall be stored in such places as the Engineer shall direct, or shall be removed as provided in these specifications; in all cases a passageway on the sidewalks and in the roadway shall be preserved free from needless obstructions.

Flow of Sewers to be Maintained.

Section No. 292. The Contractor shall provide for the flow of all sewers, drains and water courses interrupted during the progress of the work, and shall restore and make good all connections, and shall immediately cart away all offensive matter, in such manner and with such precautions as the Engineer may direct. All temporary house connections shall be made by closed iron pipes, with suitable provision for preventing leakage at joints. Wooden troughs for such connections will not be permitted.

Brick.

Section No. 293. In the construction of brick masonry none but the best quality of common brick burned hard entirely through, regular and uniform in shape and size and of compact texture, shall be used. They shall be culled as they are brought on the ground, and bats and bricks of improper quality are to be removed from the work. A limited number of bats may be used in manholes and closures, and in the outer ring of the sewers where more than two rings of bricks are required.

How Laid.

Section No. 294. The bricks shall be properly wet immediately before laying. Every brick is required to be laid in a full joint of mortar, made as described in these specifications, on its bed, end and side, at one operation. In no case is mortar to be slushed or grouted in afterward. The bricks shall be neatly and truly laid, every second course to line, and the joints to be carefully struck on the inside.

Racked Back or Toothed.

Section No. 295. All brick work, as it progresses, shall be racked back in courses, and in no case will it be allowed to be toothed, unless by special permission from the Engineer.

Brick or Stone Inverts.

Section No. 296. All inverts, or bottom curves, shall be formed from profiles accurately made according to the dimensions of the sewer, and correctly set according to the grades furnished. The masonry shall be allowed to set for twenty-four (24) hours before the arch is turned. Vitrified brick or granite paving blocks shall be used for the inner ring of the invert when required by the Engineer, and whenever so used they must be thoroughly jointed, so as to be water-tight along the inner surface of the sewer. The last course of the invert masonry below the springing line shall be laid as headers.

Brick Arches.

Section No. 297. The arches or upper curves shall be formed on strong centres of correct form, according to the sizes and shapes required, and keyed with stretchers in full joints of mortar. The extrados of the arch shall be plastered with mortar one inch thick, mixed in the proportion of one part of cement to two parts of sand. The centres shall not be removed or withdrawn in less than thirty-six hours, or until the work is thoroughly set, and until the filling in of the arch is properly put into place to a depth which is at least one foot above the crown of the arch. The centres in all cases shall be struck and not drawn, so as not to crack or injure the work. Should any crack or settlement appear in the arch after the centres are removed. so much of the work as the Engineer may require shall be taken down immediately and replaced.

Spurs.

Section No. 298. Vitrified or iron sewer pipes or spurs, equal in every respect to those described elsewhere in these specifications, and of a size required by the Engineer, but not less than six inches interior diameter with hubs moulded for house connections, and of sufficient length to project at least four inches beyond the exterior of the sewer, shall be built into the walls of brick sewers and at such an angle as indicated on the plan, or as the Engineer may direct.

How Built In.

Section No. 299. Spurs shall be built in wherever similar house connections exist in the present sewer which is to be reconstructed under this contract, but in no case shall the distance be more than twenty feet between spurs. In the case of the construction of new sewers where no sewers existed previously, except sewers crossing intersecting streets, they shall be built opposite each house, and where there are no houses, they shall be not more than fifteen feet apart on each side of the sewer or at such frequent intervals as local conditions may require. They shall be set so that their inner ends shall be flush with the inner face of the sewer, at such height in the walls as the Engineer may direct, and each pipe shall be sealed on the outside with an approved earthen-ware cover set in mortar.

Iron Chair Spurs.

Section No. 300. Where the sewers to be built under this contract will be at a depth greater than thirteen feet below the established grade of the street (or below the surface of the street where final grades have not been established), cast iron chair spurs, of the design shown on the drawings, not less than six inches in diameter and of the weight of extra heavy soil pipe, shall be used unless otherwise ordered by the Engineer. Where house drains are to be connected to these spurs, extra heavy soil pipe and fittings shall be used for the riser between the spur and the house drain. Where the spurs are provided for future connections, risers of extra heavy soil pipe shall be placed in each spur and shall be brought to a point thirteen feet below the established grade of the street, the end of which shall be sealed with an approved cover laid in cement mortar. The joints of this pipe shall be packed, leaded and caulked in accordance with these specifications for laying water-mains.

Under Another Structure.

Section No. 301. Wherever the sewer passes under another structure, extra heavy soil pipe (Schedule Item 17-A) shall be laid from the spur to the outside of such structure, brought up to a point thirteen feet below the established grade of the street, caulked and sealed as provided above. All pipes passing under such structures shall be laid in concrete.

Concrete Sewers, Form, Dimensions and Materials.

Section No. 302. If, during the construction of the sewers, it is deemed advisable to interchange concrete and brick, the Contractor may, with the approval of the Engineer, build such sewers of either kind and quality herein specified.

Steel Bars Used if Ordered.

Section No. 303. Concrete sewers shall be reinforced with steel bars, if so indicated on the plans or directed by the Engineer.

Profiles and Inverted Centres for Inverts.

Section No. 304. Proper profiles for the concrete inverts shall be set up at the required distances, and the concrete for the bottom and invert of the sewer shall be deposited in place and rammed and worked down to the required shape. The concrete for the bottom and invert, if so directed, shall be placed in alternate lengths extending between every other pair of profiles, so that opportunity may be given to properly work the concrete in place.

Invert to be Protected.

Section No. 305. The concrete of the invert shall be protected during the progress of the work with planking, or by such other suitable methods as the Engineer shall direct and for so long a time as he may require.

Forms, Moulds, etc.

Section No. 306. Suitable forms or moulds, of the size and design to be approved by the Engineer, shall be provided by the Contractor to support the concrete of the side walls and roof while the same is being rammed into the permanent work.

Defective Work.

Section No. 307. If any voids, or irregular or defective work is discovered upon removing the forms or moulds, such voids or work shall be cut out and filled with a rich concrete or mortar mixed in such proportions and of such materials as provided elsewhere in these specifications.

Joints.

Section No. 308. No joints between different sections of the walls of a sewer shall, in any case, be a straight line, but shall always be stepped or toothed so as to give a broken joint in the manner to be approved by the Engineer.

Spur Pipes, Branches, etc.

Section No. 309. In so far as they will be applicable to sewers constructed of concrete, the provisions and requirements for spurs, branches, etc., in brick sewers shall be understood to govern in such construction.

Vitrified Pipe Sewers—Quality of Pipe.

Section No. 310. Tile pipe sewers shall be built of vitrified salt glazed stone-ware pipe, with extra deep and wide sockets and corrugated spigot ends. The pipe shall be of the best quality, thoroughly and perfectly burnt, without warps, cracks or imperfections, well and smoothly glazed over the entire inner and outer surfaces and perfect in shape. The pipe shall be subject to all tests ordered in conformity with any requirements of the Bureau of Sewers of the Borough in which the work is located, at any time previous to its being used.

Section No. 311. The size of the pipes shall be designated by their interior diameters. Each pipe shall be a true cylinder, and of even thickness throughout, and shall conform to the following scheduled dimensions:

Double Strength Pipe; Extra Deep and Wide Sockets.

Dimensions.

Diameter.	Thickness of Shell.	Depth of Socket.	Length of Plain Straight Pipe.	Weight of Pipe Per Foot.	Annular Space.
Inches.	Inches.	Inches.	Feet.	Pounds.	Inches
6	⅝	2½	2	16	⅝
8	¾	2¾	3	25	⅝
10	⅞	2¾	3	37	⅝
12	1	3	3	45	⅝
15	1¼	3	3	75	⅝
18	1½	3¼	3	118	⅝
20	1⅔	3½	3	148	⅝
22	1⅚	3¾	3	157	⅝
24	2	4	3	190	⅝

"Specials."

Section No. 312. All "special" vitrified pipe shall conform to the dimensions given for plain straight pipe.

Spur Pipes.

Section No. 313. Pipes having spurs not less than six inches in diameter with hubs moulded thereon for house connections shall be furnished and laid at such points as indicated on the plan or as directed by the Engineer, and when not immediately used, they shall be sealed on the outside with approved vitrified earthenware covers set in mortar.

Risers.

Section No. 314. The provisions for risers on brick sewers shall also apply to pipe sewers.

Pipe Sewers, How Laid.

Section No. 315. All pipes shall be laid in concrete cradles of the required form and dimensions. The minimum thickness of concrete under the outside of the shell, or barrel, shall be six (6) inches. The first layer of concrete shall be for the full width of the cradle and deposited continuously to the heighth of the outside bottom of the shell of the pipe; before the concrete has set the pipe shall be firmly bedded therein true to line and grade, and the remainder of the concrete immediately deposited and carefully tamped in such a manner as to avoid disturbing the sewer. The ends of the pipes shall abut against each other and in such manner that there shall be no shoulder or unevenness of any kind along the bottom half of the sewer on the inside. Unless otherwise ordered, not less than fifteen feet of pipe shall be laid at any one time, in any one length of trench, and it shall be exposed for at least twenty-four hours for inspection.

Joining Hub and Spigot Pipes.

Section No. 316. Before inserting the spigot end of the pipe into the hub or socket, the lower half of each socket shall be plastered on the inside with a layer of cement mortar mixed in the proportion of one part of cement to one and one-half parts of sand and of a sufficient thickness to bring the inner bottom surfaces of the abutting pipes flush and even with the established flow line. After pipes are fitted, the space between the inside of the upper half of each socket and the outside of the entering pipe shall be filled with cement mortar, mixed as above specified, and the outside of the joint shall be thoroughly sealed with the same kind of mortar and the joints carefully wiped to a smooth bevel outside, and all mortar that may be left on the inside of the pipe must be thoroughly removed and the inside of the pipe left clean and smooth throughout.

Pipes to be Cut.

The ends of pipes, which enter masonry, shall be neatly cut to fit the face of the masonry. When directed, such cutting shall be done before the pipes are built in.

Iron Pipe Sewers.

Section No. 317. Sewers of iron pipe, of quality and laid in the manner described elsewhere in these specifications for the laying of water mains, shall be laid wherever indicated on the plans or at such places as the Engineer shall direct.

Special Castings.

Section No. 318. Wherever such pipes are laid through vaults, they shall, when required by the Engineer, be provided with special casting for manholes, which shall be fitted with a cover bolted on so as to make an air-tight joint, according to the plans to be furnished by the Engineer.

Ventilators.

Section No. 319. Whenever, in the opinion of the Engineer, it becomes necessary to provide ventilation for sewers under other structures, iron pipe shall be laid from the sewer to the surface of the street and fitted with proper gratings, according to the plans to be furnished by the Engineer.

Connections.

Section No. 320. All existing sewers, culverts, drains and house connections intercepted by the proposed sewers, culverts or receiving basins shall be connected with the new work by proper curves and grades and in such manner as the Engineer shall direct; and all drains, basins or culverts rendered unnecessary or becoming disused by the work herein contemplated shall be filled in and made solid with good wholesome earth in the manner directed. Provision shall also be made for the connection of future sewers or basins by constructing brick spurs or inserting vitrified pipe at the points indicated on the contract drawings and at other points as the Engineer may direct. These connections shall be closed with bulkheads not less than eight inches in thickness and of the quality specified for brick masonry.

Fresh Work to be Protected.

Section No. 321. All fresh work shall be carefully protected from injury in every way. No wheeling or walking will be allowed on it and any portion injured must be relaid by the Contractor; no walking or working over the pipes after they are laid, except as may be necessary in tamping the earth and refilling, will be allowed until there is at least two and one-half feet of earth over them.

Pipes to be Kept Clean.

Section No. 322. The interior of pipe sewers shall be carefully freed from all dirt, cement and superfluous material of every description as the work progresses, for which purpose a disc, mould or plate, attached to a rod sufficiently long to pass two joints from the end of the pipe last laid, shall be continuously worked through.

Exposed Ends of Pipes to be Protected.

Section No. 323. The exposed ends of pipe sewers shall, in all cases, be protected with a board or other stopper carefully fitted to the pipe, to prevent earth or other substances from washing in, and in no case shall brick or stone be used for that purpose.

Manholes.

Section No. 324. The masonry of manholes shall be carried up so that the top of the iron head when set shall be at the level of the established grade of the street at that point or to such height as the Engineer may direct, and from templates correctly made and set at top and bottom, between which not less than eight lines shall be drawn. Where manholes are not built to the established grade of the street, they shall be covered, when necessary, by selected bluestone slabs, eight inches in thickness, to support the manhole heads. All joints shall be neatly struck and pointed on the inside. Each manhole shall be plastered thoroughly on the outside with cement mortar one inch in thickness, mixed in the proportion of one part of cement to two parts of sand.

Foundations.

Section No. 325. The foundations for manholes shall be of concrete or masonry of the kind indicated on the plans and shall be not less than twelve inches below the invert elevation of the sewer, except as otherwise indicated on the plan. When foundation additional to that indicated on the plan is required, it shall be built as directed by the Engineer.

Section No. 326. Sewer pipes shall be built in and trimmed, when necessary, so as to be flush with the inner face of the manhole, and an arch, laid in cement mortar, shall be turned over the pipe.

Vitrified Bricks or Granite Blocks.

Section No. 327. The invert shall be built of vitrified brick, granite blocks or concrete masonry, as indicated on the contract drawings.

Use of Bats.

Section No. 328. A reasonable number of bats not smaller than half bricks may be used in the construction of manholes or receiving basins, provided all interstices are thoroughly filled with mortar.

Steps.

Section No. 329. Standard steps of good quality of galvanized wrought iron, of the size, length and shape required for steps, shall be built into the interior sides of all manholes at a distance apart of not more than fifteen (15) inches vertically and they shall be so arranged that the lowest step shall be not more than two feet above the bench at the bottom of the manholes nor more than two feet above the invert of the sewer where there is no bench. Each manhole head shall be cast with a wrought iron step on the inside, when directed by the Engineer.

Bluestone.

Section No. 330. Hammer-dressed bluestone shall be furnished and laid of the form and thickness required as indicated on the plans or as otherwise directed.

Manhole Head and Cover.

Section No. 331. A cast-iron manhole head and cover of the quality specified for cast-iron, and except in special cases, of the pattern adopted by the President of the Borough in which the work is located, and in dimensions, weight and all other respects satisfactory to the Engineer shall be fitted on a bed of mortar to each of the above described manholes. Manhole heads and covers which do not conform to these specifications shall be at once removed from the work.

Perforations.

Section No. 332. Covers to be used on manholes in the street shall be perforated. Those used on sidewalk manholes shall be tightfitting, without perforations.

Weights.

Section No. 333. Each manhole head and cover shall have its weight distinctly marked upon it with oil paint. The following shall be allowed as the minimum and maximum weights:

Street manhole head, 475 to 500 pounds;
Street manhole cover, 135 to 150 pounds;
Sidewalk manhole head, 300 to 310 pounds;
Sidewalk manhole cover, 100 to 110 pounds.

Noiseless Heads and Covers.

Section No. 334. When the pavement of the street is asphalt or wooden block, the manhole shall be fitted with a noiseless head and cover, to be approved by the Engineer, where new heads and covers are necessary.

Sealed Manhole Heads and Covers.

Section No. 335. All manholes in vaults or other structures shall be provided with sealed manhole heads and covers according to the design indicated on the plans.

Emergency Manholes.

Section No. 336. Where a sewer crosses under the subway, emergency manholes shall be provided when directed by the Engineer and according to plans to be furnished by him.

Manholes to be Completed.

Section No. 337. Manholes shall in all cases be fully and completely built and fitted with their covers as the work progresses, and the sewers shall not be laid beyond or in advance of any uncompleted manhole.

Receiving Basins.

Section No. 338. Receiving basins shall be built as located on the plans or as the Engineer shall direct and in accordance with the plans to be furnished. Each portion of the basin shall be built of the size and materials designated on said drawings and shall be thoroughly plastered, both inside and outside, with cement mortar in the proportion of one part of cement to two parts of sand.

Foundations.

Section No. 339. The foundations for receiving basins shall be of concrete or masonry of the kind indicated on the plans and shall extend not less than twelve inches below the finished floor of the basin, except as otherwise indicated on the plans. When additional foundation is required, it shall be built as directed by the Engineer.

Stone Flooring.

Section No. 340. The flooring shall be of hammer-dressed North River bluestone flagging, not less than three inches thick, in not more than two pieces, and shall be well set in a full bed of mortar and rammed into place. The floor may be finished with cement mortar mixed in the proportion of one part of cement to one part of sand if so directed by the Engineer. The mortar shall be spread, while fresh, upon the concrete base and before the latter shall have reached its first set; it shall be in such quantity that after thorough manipulation it shall be one inch in thickness.

Head Stone and Gutter Stone.

Section No. 341. Where head stone and gutter stone are required they shall be of sound, durable granite of the dimensions indicated on the plan, hammer dressed to an even surface and cut to the satisfaction of the Engineer. Cast-iron basin heads and gutter pieces of the design indicated on the plans shall be set instead of the above when required.

Cast-iron Cover.

Section No. 342. A cast-iron cover of approved pattern weighing not less than eighty nor more than ninety-five pounds shall be fitted to the opening in the head stone.

Grate Bar.

Section No. 343. A grate bar made according to the plan shall be fastened solidly into the said head stone in the manner indicated.

Cast-iron Trap.

Section No. 344. A cast-iron trap of the form and dimensions indicated on the plan free from imperfections, and properly coated with coal pitch varnish shall be furnished and built into place as directed by the Engineer.

Joints.

Section No. 345. The joints shall be tightly fitted with an oakum gasket or with cement mortar if so directed.

Iron Steps.

Section No. 346. Galvanized iron steps of the same design required for manholes shall be built into the walls.

Culvert Pipes.

Section No. 347. The culvert pipe for connections with sewers shall be 12-inch vitrified pipe unless otherwise indicated on the plan, and of the kind and quality previously described, and shall be laid, in all cases, in a concrete cradle of the form and dimensions required for pipe sewers in accordance with the directions of the Engineer. In case it becomes necessary to connect any basin already built, with the work to be constructed, so much of such culverts as in the opinion of the Engineer, may be necessary shall be taken up and rebuilt or relaid with vitrified pipe, or brick as the case may be, in the manner described above and reconnected in a straight line from the basin to the sewer.

Flush Tanks.

Section No. 348. Automatic flush tanks of a type approved by the Engineer shall be built where indicated on the plans or where directed by the Engineer.

Waterproofing.

Section No. 349. Whenever, in the opinion of the Engineer, it is necessary to waterproof a sewer, chamber or receiving basin, or their appurtenances, it shall be done as indicated on the plans or as directed by the Engineer and in the manner described elsewhere in these specifications.

Mortar.

Section No. 350. All masonry shall be laid in Portland cement mortar of the quality described in these specifications. It shall be mixed in the proportion of one (1) part of cement to two (2) parts of sand, excepting as otherwise specially provided.

Concrete.

Section No. 351. All concrete for sewers shall be made in the proportion of one (1) part of cement to two and one-half (2½) parts of sand and four and one-half (4½) parts of stone of the quality described in these specifications.

Paving.

Section No. 352. On the completion of each section of one hundred feet of sewer the sidewalks and roadways shall be restored as provided under specification Subdivision 22, Surfaces Restored.

Permits for Connections.

Section No. 353. The Commissioner of Public Works shall have the right to connect any sewer or sewers with the sewers herein described or to grant permits to any person or persons to make connections therewith at any time before it is finally completed, and the Contractor shall not interfere with or place obstructions in the way of such person or persons as may be employed in building such new sewer or sewers or in making such connections. This is not to be construed, however, as permitting the introduction of storm water or sewerage into any sewer being constructed under this contract before its final completion.

Thoroughly Cleaned.

Section No. 354. During the progress of the work, and until the entire completion and final acceptance thereof, the sewers, drains, basins, culverts and connections shall be kept thoroughly cleaned throughout, and left clean, and the drainage of any old sewer that may be taken up or intercepted shall be provided for and taken care of by the Contractor, all at his own expense.

Payment for Sewers.

Section No. 355. Payment for sewers will be per lineal foot of sewer complete as herein provided in Schedule Items 38 to 40, 40A, 41, and 45 to 47, except as hereinafter specifically provided. The price for each class of sewer is to include each and every item applicable thereto as herein given in sections Nos. 278 to 354 of these specifications and as otherwise provided in the contract and as indicated on the plans; excepting as is hereinafter specially provided.

Excavation.

Section 356. In addition to the price per lineal foot for completed sewer, as above provided, excavation will be paid for at the prices herein stipulated in Schedule Items 2-A and 3-A (which prices shall include all the matters referred to in Section No. 92, except, in the case of off line sewers, the temporary roadway pavement between curbs and work incidental thereto), on the basis of size of trench stipulated in Sections Nos. 282 and 285. Payment for street surface restored shall be as provided in Schedule Items 30 (a) or (c).

Steel Beams and Reinforcing Rods.

Section No. 357. Where steel beams or reinforcing rods are required and ordered, such beams and rods will be paid for in addition to the price bid for the sewer and at the prices herein stipulated for furnishing and placing such material and all work incidental thereto, in Schedule Item 20 or 21.

Automatic Flush Tanks.

Section No. 358. Where automatic flush tanks are built as provided in Section No. 348 of the specifications they will be paid for as herein provided in Article XII of the contract.

Waterproofing.

Section No. 359. Where waterproofing is required and placed in accordance with Section No. 349 of the specifications it will be paid for at the prices herein stipulated for waterproofing, Schedule Item 15 or 16.

Siphons.

Section No. 360. Where inverted siphons passing under the subway structure are called for and built, they shall be considered as part of the regular subway construction from outside to outside of the sewer chambers or between points of departure from standard sewer construction, such limits being indicated on the plans; and payment for such siphons will be made in accordance with the various classes of work or material as are applicable thereto in the schedule and at the price therein stipulated for such items.

Cast-iron Pipe Sewers, etc.

Section No. 361. All cast-iron pipe sewers wherever built, and the parts within the limits of the Railroad, when indicated on the plans, of all other sewers crossing over or under the Railroad, will be paid for in accordance with the various classes of work or material applicable thereto in the Schedule and at the prices stipulated therein for such classes of work or material.

House and Drainage Connections.

Section No. 362. The cost of the maintenance, support or construction of all house or other drainage connections made necessary by construction under Sections Nos. 360 and 361 will be included in the prices for the several classes of work and material entering into such construction.

Sewers Under Station Platforms.

Wherever a sewer passes under a station or station platforms, all the requirements with respect to extra heavy soil pipe, special manhole castings, ventilating pipes, and sealed manhole covers, as included in Sections Nos. 301, 318, 319 and 335, respectively, apply in every respect.

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REQUIREMENTS FOR PIPES.

Generally.

Section No. 363. Whenever it is necessary to relay any water main, all new material required for the same shall be of the quality and laid in the manner specified below, and subject to the various clauses of these specifications applicable thereto.

Pipes to be Cylinders.

Section No. 364. The pipes shall be circular cylinders, with the inner and outer surfaces concentric, and of the full interior diameter required.

Hubs and Spigots.

Section No. 365. The hub or socket and the spigot end shall be shaped in exact conformity with the standards of the Department of Water Supply, to be furnished by the Commission, and will be tested by circular gauges.

Section No. 366. The seat or shoulder of the socket and the end of the spigot shall be straight and even, and at right angles to the axis of the pipe, so as to make a smooth, tight joint. Special care will be required in making the sockets and spigots to conform to the drawings and all pipes will be rigorously inspected at these points. No pipe will be received whose eccentricity at either the spigot or socket ends, exceeds one-eighth (⅛) of an inch, or whose dimensions differ by more than one-eighth (⅛) of an inch from those required.

Section No. 367. The pipes shall be designated by dimensions of the interior diameter.

Section No. 368. Bands, lugs, buttons, or ribs shall, if required, be cast on the pipes, of such forms and dimensions as the Engineer may direct.

Length of Pipe.

Section No. 369. The straight pipe shall be twelve (12) feet long, exclusive of hub; other pipe as may be directed.

Section No. 370. All straight pipes shall be straight in the direction of the axis of the cylinder.

Thickness and Weights.

Section No. 371. The thickness of the pipes, branches and special castings shall correspond with the standards of the Department of Water Supply. The weight for straight pipe shall be as follows:

60-inch pipes, special.
48-inch pipes, 9,886 pounds each.
42-inch pipes, special.
36-inch pipes, 5,920 pounds each.
30-inch pipes, 4,460 pounds each.
24-inch pipes, 2,965 pounds each.
20-inch pipes, 1,979 pounds each
16-inch pipes, 1,458 pounds each.
12-inch pipes, 1,018 pounds each.
8-inch pipes, 542 pounds each.
6-inch pipes, 416 pounds each.

High Pressure Fire System.

Section No. 372. For high-pressure fire system standard spigot and grooves—The weights for straight pipes, with lugs, shall be approximately as follows, in pounds per length:

	Of 3 ft.	Of 4 ft.	Of 6 ft.	Of 12 ft.
8-inch	355	420	550	935
12-inch	615	745	1,000	1,765
16-inch	1,005	1,215	1,635	2,905
20-inch	1,475	1,795	2,425	4,320
24-inch	2,105	2,585	3,535	6,385

All requirements as to weights, laying, tests, etc., shall be in strict accordance with the standard requirements of the Department of Water Supply, Gas and Electricity.

Section No. 373. The thickness of the metal of the pipes and special castings will be tested by calipers after the castings have been freed from sand and cleaned.

Variations in Thickness.

Section No. 374. No pipe will be received when the thickness of metal is less by more than one-twelfth (1/12) of an inch than the thickness required by the standards.

Variation in Weights of Castings.

Section No. 375. Any straight pipe, the weight of which is deficient by more than the following stated percentages of the standard weight, will be rejected:

For pipe 16" or less in diameter, 5%.

For pipe over 16" in diameter, 4%.

Excess weight in any one pipe not to exceed the above stated percentages will be paid for. The total weight, however, to be paid for shall not exceed for each size of pipe received the sum of the standard weights of the same number of pieces of the given size by more than two (2) per cent.

(The term "Standard Weight" as above used in connection with straight pipe shall be taken to mean the standard weight corresponding to the actual laying length of the pipe as furnished.)

Any special casting the weight of which is deficient by more than the following stated percentages of the standard weight will be rejected:

For special castings 12" or less in diameter, 10%.

For special castings over 12" in diameter, 8%.

Excess weight in any one special casting, not to exceed the following stated percentages, will be paid for:

For special castings 12" or less in diameter, 8%.

For special castings over 12" in diameter, 6%.

The total weight, however, to be paid for shall not exceed for the special castings received the sum of the standard weights of the same number of special castings by more than five per cent. (5%).

Straight Pipe Cast Vertically.

Section No. 376. All straight pipes shall be cast vertically, and all pipes 12 inches or more in diameter shall be cast with the hub end down.

Section No. 377. All the castings shall be made in such molding-sand or loam as will leave the surface clean and smooth.

Castings, How Marked.

Section No. 378. All the castings shall have the year in which they are cast, the running number of the castings of the same size and form, the letters D. W. S., and the initials or name of the Contractor, and of the foundry where cast, cast on the outer side in raised letters of not less than two (2) inches in length and one-eighth (⅛) of an inch in relief, in such manner as the Engineer may designate; and in case any pipe shall be condemned, the letters D. W. S. shall be erased by the Contractor.

Quality of Cast-Iron.

Section No. 379. The metal of which the castings are to be cast (which shall be remelted in a cupola or air-furnace) shall be pig-iron, made without any admixture of cinder-iron, or other inferior metal, and shall be of such character as to make a pipe strong, tough and of an even grain, entirely free from uncombined carbon when seen under the microscope, and such as will bear, satisfactorily, drilling and cutting, and shall have a tensile strength of at least sixteen thousand (16,000) pounds to the square inch.

Section No. 380. The castings shall be free from scoria, sand holes, air bubbles, and other defects and imperfections.

Castings to be Clean.

Section No. 381. The castings shall be perfectly cleaned and no lumps shall be left on the inner surface of the barrels or sockets, or on the outer surface of the spigot end. The castings shall be subject to hammer inspection. Iron-wire brushes shall be used, as well as softer brushes, to remove the loose dust. No acid or other liquid shall be used in cleaning the castings.

Pipes to be Coated.

Section No. 382. Every pipe, branch and special casting shall be carefully coated inside and out with coal pitch and oil. Every casting shall likewise be entirely free from rust when the coating is applied. If the casting cannot be dipped immediately after being cleaned, the surface shall be oiled with linseed oil, to preserve it until it is ready to be dipped. No casting shall be dipped after rust has set in.

Pitch.

Section No. 383. The coal-tar pitch shall be made from coal tar distilled until the naphtha is entirely removed and the material mixed with linseed oil so as to make a smooth, tough and tenacious coating. Pitch which becomes hard and brittle when cold will not answer for this use.

Section No. 384. Pitch of the proper quality having been obtained, it shall be carefully heated in a suitable vessel to a temperature of three hundred (300) degrees Fahrenheit, and shall be maintained at not less than this temperature during the time of dipping. The material will thicken and deteriorate after a number of pipes have been dipped; fresh pitch shall, therefore, be frequently added, and occasionally the vessel shall be entirely emptied of its old contents and refilled with fresh pitch.

Section No. 385. Every casting shall attain a temperature of three hundred (300) degrees Fahrenheit, before being removed from the vessel of hot pitch. It shall then be slowly removed and laid on skids to drip.

To be Inspected Before Dipping.

Section No. 386. No casting shall be dipped until the authorized inspector has examined it as to cleaning and rust, and subjected it thoroughly to the hammer test. It may then be dipped, after which it will be passed to the hydraulic press to meet the required water test. The proper coating shall be tough and tenacious when cold on the pipes, and not brittle or with any tendency to scale off.

Tests.

Section No. 387. The castings must be capable of sustaining a pressure, in the hydraulic press, of three hundred (300) pounds to a square inch, and any casting which shows any defect by leaking, sweating or otherwise, will be rejected. This test shall be made at the foundry, and at the expense of the Contractor.

Weighed and Marked.

Section No. 388. The castings shall be weighed, and the weight distinctly marked on the castings in white paint. The Contractor shall provide at the foundry where the pipes and castings are to be manufactured proper sealed scales and weights for weighing the castings, which shall be done at the expense of the Contractor, under the supervision of the inspector.

Blocking and Wedges.

Section No. 389. Each pipe over eight (8) inches inside diameter, unless otherwise ordered, shall be placed on two (2) blocks and four (4) wedges of hemlock timber, the wedges to rest on the blocks and the pipe on the wedges.

Timber for Blocking.

Section No. 390. The blocks and wedges shall be of sound hemlock timber; 48 and 36-inch pipe shall be laid on blocks 4 feet long, 12 inches wide and 6 inches thick, with wedges 18 inches long, 6 inches wide, 4 inches thick on one end and ½ inch thick on the other; 30 and 24-inch pipe on blocks 3 feet long, 10 inches wide and 5 inches thick, with wedges 15 inches long, 5 inches wide and 3½ inches thick on one end and ½ inch thick on the other end; 12 and 20-inch pipe on blocks 2 feet long, 8 inches wide and 4 inches thick with wedges 12 inches long, 4 inches wide, 3 inches thick on one end and ½ inch thick on the other.

Joints.

Section No. 391. The spigot end of the pipe shall be inserted into the hub to within from one-fourth (¼) to one-eighth (⅛) of an inch of the full depth of the hub, and the space around the pipe shall be equalized so as to give as nearly as possible an equal space for the packing. The space between the pipe and hub shall be packed with clean, sound jute packing yarn, free from tar, far enough to leave the proper space for lead. The remaining space shall then be filled by running it full of lead to a depth of four (4) inches, with a bead outside of the face of the hub large enough to allow for caulking, so that when the joint is properly caulked the lead will be flushed with the hub of the pipe. After the joint shall have been run with lead, it shall be caulked by means of proper tools, so as to make a water-tight joint.

Lead.

Section No. 392. The lead to be used shall be of the best quality of pure, soft lead, and in every respect suitable for the purpose.

Notice of Interruption to be Given.

Section No. 393. In case it becomes necessary to cut any connection with any other main, house or hydrant, or in any way to interfere with the continuous and normal flow of water, due notice shall be sent at least forty-eight (48) hours in advance to the Engineer and to the Commissioner of Water Supply, and the Contractor shall, if so ordered, make a temporary by-pass or other arrangement to preserve the flow of water while breaking connections.

Connections Interfered With.

Section No. 394. All connections cut, interfered with or injured shall be restored under the directions of the Engineer, without delay and in accordance with the rules and regulations of the Department of Water Supply governing such matters, to a suitable condition as good as existed before commencing work.

Stop Cocks, etc.

Section No. 395. Stop cocks, boxes, branches, curved pipe, and other specials according to the standards of the Department of Water Supply shall be set where necessary.

Section No. 396. For gas pipes, steam pipes, air pipes, mail tubes and any other pipes not herein enumerated, the standard weights and all other requirements shall be in accordance with the standard specifications and requirements of the several owners of such structures.

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DUCTS.

Vitrified Ducts—Quality and Size.

Section No. 397. The ducts to contain cables for transmitting electricity shall be manufactured of the best clay, thoroughly mixed, burnt and vitrified, sound in all respects, straight and free from soft spots, stones, cracks or blisters liable to impair their strength or durability; in lengths generally of from eighteen (18) to thirty-six (36) inches, shorter lengths shall only be used as directed; generally in four-way form with circular holes, the diameter to be such as to pass a mandrel three and one-half (3½) inches in diameter; one, two or three-way ducts shall be used in special cases as determined by the Engineer. The interior surface of the holes to be smooth and clear of warts, tits, pits or blisters, which may tend to injure the electric cable in pulling the same through the duct. The ends to be cut smooth and at right angles to the axis of the duct and beveled on inside for three-quarters (¾) of an inch.

Thickness of Ducts.

Section No. 398. The outside walls and webs of four-way ducts to be three-quarters (¾) of an inch thick; the outside dimensions of ducts to be not less than nine and one-quarter (9¼) nor more than ten (10) inches, and constructed square on outer lines; the dimensions of single, two-way or three-way ducts shall be consistent with the above.

Ends Combed.

Section No. 399. The ends of ducts to be combed with two (2) sets of three (3) combings each, each combing to have a width of one-quarter (¼) of an inch and a depth of one-sixteenth (1-16) of an inch.

Glaze.

Section No. 400. The inside and outside of ducts to be thoroughly glazed in the most approved manner with good salt glaze.

Inspection.

Section No. 401. All ducts to be subject to inspection, both at the place of manufacture and on the work. All rejected ducts to be promptly removed by the Contractor at his expense.

How Laid.

Section No. 402. The ducts shall be laid in beds of cement mortar about one-quarter (¼) of an inch in thickness, with broken joints and with full bearing. Two (2) strips of thick unbleached muslin six (6) inches wide, and coated with neat cement mortar, shall be used to wrap each joint, the ends of the wrap to lap six (6) inches. The muslin shall be not less than 56 x 60 count, weight not less than four (4) ounces to the yard and width thirty-six (36) inches. In laying the ducts care must be taken to close abutting joints so that practically the end of ducts shall be in contact on all sides. Where ducts are laid on curves, the wraps must be doubled if required, to protect the openings between the ends of the ducts on the outer line of the duct and to exclude all mortar from duct openings.

Mandrels.

Section No. 403. The ducts shall be laid with a linked mandrel of the length and diameter to be prescribed, the same accurately fitting the duct openings, the mandrel to be left in each duct until the next succeeding duct is laid.

Dowel Pins.

Section No. 404. The ducts shall be laid with dowel pins, at least two pins on the opposite sides horizontally.

Laid to Line.

Section No. 405. The ducts shall be so laid that the center of the holes shall be true to line and grade.

To be Rodded.

Section No. 406. After the ducts are laid, and sufficient time is given to allow the mortar in beds to set, they shall be rodded; all mortar or other foreign matter must be cleaned from the duct openings, leaving a clear and smooth opening. If obstructions are found in rodding the ducts which cannot be removed by cleaners, so as to give a clear and smooth opening sufficient to pass a three and one-quarter (3¼) inch mandrel, the ducts shall be removed and relaid; all ducts, during the construction and after being rodded, shall be plugged with suitable plugs, to be furnished by the Contractor. If wooden plugs are used they shall be immersed in water for at least eight (8) hours before being put in place.

Measurement and Payment for Vitrified Ducts.

Section No. 407. Tunnel ducts shall be paid for per duct foot in place at the price herein stipulated for tunnel ducts, Schedule Item 18, which price shall include the cost of furnishing, laying, rodding and all the material and work incidental thereto. The tunnel ducts to be provided under Schedule Item 18 shall include only those intended solely for the purpose of the operation of the Railroad.

Duct Manholes.

Section No. 408. Duct manholes shall be built at the sides of the Railroad in connection therewith and as indicated on the plans. These manholes shall be generally at intervals of about four hundred and fifty (450) feet, and shall be on either or both sides of the Railroad as necessary, in accordance with the location of the duct lines. They may vary in form as may be necessary to accommodate the work to local conditions. Sliding steel doors of an approved type and with the necessary fittings shall be provided for all duct manholes; such doors and fittings will be paid for as riveted steel, Schedule Item 19.

Duct manholes will be built at the ends of the stations to provide for the passage of the ducts under the station platforms.

Duct Manholes at Stations.

Section No. 409. At manholes the ducts will be laid to conform to the special conditions.

21.

CONDUITS.

Section No. 410. In all work where iron pipe conduits are installed for a part of their length in the structure and for another part as open construction, the ends of such runs shall be carried outside of said structure as open construction and shall terminate in outlet or junction boxes located by the Engineer.

Section No. 411. The iron pipe conduits required by Section No. 410 will be built mainly in the walls, roofs or other parts of the stations; portions, however, of the runs will be left exposed, to be covered later by the station finish work.

Quality Iron Pipe Conduit.

Section No. 412. All iron conduit used for any purpose in connection with the work herein shall be of the best grade (Galvaduct or equal) standard weight wrought iron or steel piping, protected inside and out by a coat of zinc or enamel. It shall be delivered to the work in bundles of full length pipes, each length marked with the trade-mark of the manufacturer. It shall bend cold 90 degrees about a radius equal to ten diameters without signs of flaw or fracture in either pipe or enamel.

Installation.

Section No. 413. All conduits shall be carefully cleaned before and after erection, and all ends shall be reamed free from burrs, and inside surfaces shall be free from all imperfections liable to injure the cable.

Joints Water-tight.

Section No. 414. All joints shall be made with standard couplings, well treated with red lead, and screwed up to make a water-tight job.

Built in Concrete, Etc.

Section No. 415. Conduits built into concrete or other parts of the structure shall be properly protected and supported, so that the same shall not be injured by the building operations.

Not Built in Concrete.

Section No. 416. Conduit not built into the structure shall be supported by approved pipe straps located not more than eight feet apart, or in any manner designated by the Engineer, and they shall be kept boxed or otherwise suitably protected from injury.

Bends and Offsets.

Section No. 417. Bends and offsets may be made in the field if proper tools are used, but in no case shall deformed, split or crushed conduit be erected. Not more than two right angle bends shall be made between any two outlet boxes without special approval of the Engineer.

Measurement and Payment.

Section No. 418. Measurements for the above iron pipe conduits shall be per lineal foot of single conduit placed in the work—in accordance with the requirements—and payment for the same shall be as herein stipulated in Schedule Item 32.

Outlet and Pull Boxes and Payment for Same.

Section No. 419. All outlet and pull boxes shall be made of cast iron, with openings threaded for the conduit ends, and conduits shall be screwed into these openings and made up with red lead to effect a water-tight joint. Covers shall be of cast iron and water-tight, and no other boxes or covers shall be used except under special permission of the Engineer. The price for each cast iron outlet and pull box furnished and placed in the work shall be as herein stipulated in Schedule Items 33 and 33-A.

22

SURFACES RESTORED.

Pavement to be Restored.

Section No. 420. As soon as the structure in any excavation or trench made within a street shall be completed and the trench backfilled, a temporary pavement shall be laid and maintained in a condition satisfactory to the Engineer; and after the earth shall have become, in the opinion of the Engineer, sufficiently settled, the Contractor shall proceed to restore the surface to a condition similar to, and equally as good as, that existing previous to the commencement of construction; except that the Contractor will not be required to permanently restore the pavement of roadways between curb lines, but shall provide a temporary roadway pavement between curb lines as follows:

Temporary Roadway Pavement.

Section No. 421. Upon the backfill, placed and compacted as provided under the clauses relating to backfilling, shall be placed a layer of sand, about an inch and a half in thickness, on which shall be laid a pavement of granite blocks carefully laid and rammed to the required finished grade of the street surface. The end and side joints shall be thoroughly filled with sand, and shall not exceed ¾ of an inch in thickness. The granite blocks required for this temporary pavement, if found in or under the orignal pavement, shall be stored at a suitable place until required for use. In case granite blocks are not found in or under the original pavement, they may be obtained by the Contractor, free of cost, from the Bureau of Highways at the corporation yards.

The Contractor shall maintain the temporary roadway pavement thus laid to the date of the completion of this contract as provided in Article LIV. During this period the Contractor shall, without requiring previous notice, readjust or relay any portion of the pavement wherever and whenever a straight edge 3 feet long, laid in any direction, shows a depression of more than ¾ inch.

All the requirements as to street surface restored, including temporary roadway pavements between curb lines, shall apply to the trenches for sewers, pipes or other subsurface structures along the line of the Railroad; but when such trenches for sewers, pipes or other subsurface structures are off the line of the Railroad the Contractor will be required to permanently restore the pavement between curb lines, as well as other pavements, as required in Section No. 420.

Other Sidewalks May be Laid.

Section No. 422. Nothing contained in these specifications shall be understood or construed as prohibiting the Contractor from making any arrangement with any property owner to lay another style of sidewalk, or other surface covering within curb lines, in place of the sidewalk or other surface covering taken up; in which case the Contractor shall file with the Commission a copy of his contract with such property owner, duly acknowledged in writing by both parties.

In case any property owner desires to lay a sidewalk, or other surface covering within curb lines, affected by this contract, different from the one removed, and shall notify the Commission in writing that he has failed to make satisfactory arrangements for such work with the Contractor, then the Commission, in its discretion, may direct the Contractor to finish and dress off the filling over his work to such grade as the Engineer may select, and further direct him to remove from the area to be restored all material of whatever nature not required to be relaid, and to permit another contractor to lay such sidewalk or other surface covering; in which case the liability of the Contractor under this contract shall cease, as far as that part of his work is concerned, whenever the Engineer shall report to the Commission that the instructions of the Commission have been complied with, exactly the same as if the Contractor had fully completed the restoration as hereinbefore provided.

Payment For Street Surface Restored.

Section No. 423. Payment for street surface restored will be made as provided in Schedule Item 30 (a) within curb lines, and Schedule Item 30 (c) between curb lines over off line trenches for sewers, pipes or other subsurface structures, which price shall include the cost of restoring all curbs, manhole heads and covers, gratings, vault lights, etc., that formed a part of the original street surface.

The payment for the temporary roadway pavement between curb lines described in Section No. 421, and work incidental thereto, such as restoring manhole heads and covers, etc., will be included in the schedule prices paid for excavation, Items 1, 2 and 3, and 2-A and 3-A.

Measurements.

Section No. 424. The measurement for payment for street surface restored will be to the net line of ordered excavation.

Outside of Net Lines.

Section No. 425. All other pavement outside of the net lines of ordered excavation, either along or off the line of the Railroad, that may have become damaged, directly or indirectly, as the result of the Contractor's operations, shall be restored by the Contractor at his own cost and expense to a condition similar to and equally good as that existing previous to the commencement of construction.

23.

GRATINGS AND HAND-RAILS.

Steel Gratings.

Section No. 426. Steel gratings shall be provided and placed over fan and other ventilating chambers, and over station approaches, at places shown on the plans, or at other places, if required by the Engineer. They will be constructed as shown on the detailed plans for gratings.

At Stations.

Steel gratings also shall be provided and placed over stations as prescribed in the preceding paragraph.

Measurement and Payment.

Gratings will be measured to the lines as constructed and payment therefor will be made as herein provided in Schedule Item 28, which price shall include the grating in place in the work, all frames and framing, and all incidental work.

Galvanized Iron Pipe Hand Rails.

Galvanized iron pipe hand rails, of one or more horizontal rails and supported on wall brackets or on pipe posts, will be placed in the Railroad over the benches containing the ducts, or at other points where directed by the Engineer. They shall be securely fastened to the wall, bench or floor of the tunnel by means of expansion bolts, and as shown on the contract drawings. Measurements for payment will be per lineal foot of pipe rail and posts in place in the work, complete, and at the price as stipulated in Schedule Item 27.

Vault Lights.

The roofs of the stations, where under sidewalks, shall, to as great an extent as possible, consist of vault light construction. These lights shall be made with lenses, not exceeding three (3) inches in diameter, of strong glass set in cement; they shall be provided with non-slipping treads, buttons or other devices all of design approved by the Engineer; and shall be of sufficient strength to carry, when supported in a manner similar to that in which they are to be permanently set, an equally distributed load of at least five hundred (500) lbs. per square foot without signs of failure, deformation or permanent set, when such test load is removed. The right is reserved to test at least one (1) frame or panel in every ten (10), as selected by the Engineer. Should the one selected fail, another will be selected by the Engineer; and, if that fail, then the whole lot may be rejected. The vault lights must be set in place with cement, lead or other means to be absolutely waterproof. Any tests required shall be at the Contractor's expense.

Measurement and Payment.

The area for payment for vault lights shall be to lines not exceeding one (1) foot outside of the inner faces of the supporting walls, and the price paid will be as provided in Schedule Item 29, which price shall include all material and work incidental to the completed vault lights in place.

SPECIAL MATTERS.

Hudson Terminal Buildings.

Section No. 427. Referring to Section No. 67, special attention is called to the necessity of providing safe lateral support for the foundation walls of the Hudson Terminal Buildings.

IV.

SECURITY TO BE FURNISHED BY CONTRACTOR.

Contractor's Bond.

Article XXVII. Simultaneously with the execution of this contract the Contractor shall give security for the performance of his obligation by filing with the Comptroller a bond in the form annexed hereto, entitled, "Form of Bond," executed by the Contractor and by two or more sureties to be corporations or persons approved by the Commission in the sum of seventy-five thousand ($75,000) dollars. In case any of the sureties upon the bond shall become insolvent or unable in the opinion of the Commission to pay promptly the amount of such bond to the extent to which such surety might be liable, then the Contractor within ten days after notice by the Commission to the Contractor shall, by supplemental bond or otherwise, substitute another and sufficient surety to be approved by the Commission in place of the surety so insolvent or unable. If the Contractor shall fail, within such ten days or such further time as the Commission may grant, to substitute another and sufficient surety, then the Contractor shall, for all the purposes of this contract, be deemed to be in default in the performance of his obligations hereunder and upon the said bond, and the Commission may terminate the contract or may bring any proper suit or proceeding against the Contractor and the sureties, or either of them, or may require to be deducted from any moneys then in, or thereafter coming into, the hands of the City and due to the Contractor the amount for which the surety insolvent or unable as aforesaid shall have justified on the bond; and the moneys so deducted shall be held by the Comptroller as collateral security for the performance of the condition of the bond.

Deposit of Cash or Securities.

*Article XXVIII. The Contractor may at his option deposit with the Comptroller in lieu of said bond or of any part thereof, an equal amount in cash or in value of securities. If securities be deposited they shall be securities of which a schedule shall be hereto annexed, entitled Schedule of Securities, and there shall be deposited with them the written approval of the Commission which it shall give when satisfied as to the character thereof. In case any of the securities so deposited shall, in the opinion of the Commission, at any time cease to be of the character of securities in which the savings banks of the State of New York are then authorized by law to invest moneys, or shall, in the opinion of the Commission, at any time become of less value than the value stated for it or them in the said schedule,—then within ten days after notice to the Contractor of the objection of the Commission, the Contractor shall either substitute therefor securities which shall be approved by the Commission as of the character aforesaid and as being of at least the value of the former securities to which the Commission shall have objected as such value was originally stated in the said schedule, or shall deposit with the Comptroller in cash the amount of such value of such former securities as so originally stated. In case the Contractor shall not within such ten days substitute such new securities, he shall, if the Commission so elect, be deemed to be in default in the performance of his obligations under this contract; and in addition to any and all other remedies against the Contractor or its sureties, the Commission may require the Comptroller to deduct from any moneys then due or which thereafter may become due to the Contractor under this contract, the amount of the original valuation of such securities objected to, and to hold such amount in lieu of such securities, as if part of the original deposit or as if deposited with the Comptroller as aforesaid, and such amount shall in such case be deemed to be paid to the Contractor upon the contract. The securities so objected to shall upon such substitution of securities or deposit of cash in lieu thereof be returned to the Contractor.

The City shall from time to time collect all interest, dividends or other profits or income on any securities deposited by the Contractor, and shall, when and as collected, pay the same to the Contractor. If the securities are in the form of coupon bonds the coupons as they respectively become due shall be delivered to the Contractor. If the deposit be made in cash, interest shall be paid to the Contractor at the average rate of interest received by the City on its bank balances during such period. Provided, however, that the Contractor shall not be entitled to interest, dividends or other profits or income on any securities the proceeds of which shall be used or applied as hereinafter provided.

Security For.

Article XXIX. The said deposit, whether in cash or securities, in the form and as the same shall at any time be, shall be security for the faithful performance by the Contractor of all the covenants, conditions and requirements specified and provided for in this contract. In case of any default on the part of the Contractor in such performance, and in the further case that the City shall for or by reason of such failure, whether by reason of employment of another contractor or contractors or otherwise, incur or become liable for expense through such default as hereinafter provided, then the Comptroller shall forthwith pay or apply to the use of the City the amount of such expense out of the said deposit in cash or securities or out of the portion of the deposit remaining at the time.

Sale of Securities.

Article XXX. The Comptroller shall, upon the requirement of the Commission, in order to make such payment or application to the use of the City, sell at public auction in The City of New York any of the securities which may then constitute part of such deposit upon notice to be published in three daily newspapers, the first publication to be as much as ten days before the sale and such publication to be made three times within such ten days. Any such sale shall be adjourned from time to time if requested by the Commission. The Comptroller shall, upon the requirement of the Commission, deduct from the proceeds of any such sale, all expenses thereof and of such advertisement, and pay and apply to the use of the City so much of the residue of such proceeds as may be necessary for the purpose aforesaid. And the Contractor within ten days after notice from the Commission so to do shall (unless the time be extended by the Commission) by further deposit, according to the requirement of the Commission, of money or securities of the character aforesaid approved by the Commission restore the said deposit with the Comptroller to the full amount originally required. In addition to, or in lieu of, the sale above provided for, the Commission may, in the name of and in behalf of the City, bring any appropriate suit or proceeding in any proper court to enforce the lien and claim of the City in and upon the said deposit, whether such deposit be in money or securities.

Retention of Security.

Article XXXI. If at any time when the Contractor shall otherwise be entitled to a return of the said deposit, there shall be pending any claim for damages or loss caused to others by the negligence, fault, or default of the Contractor, for which it shall be claimed that the City shall be liable, then and in that case the said deposit, or such part thereof as the Commission shall prescribe, shall, upon the requirement of the Commission, be reserved by the Comptroller for a reasonable time as security to the City against such claims. And the amount of any such damages or costs paid by the City to others or for which the City shall be liable to others, shall be deducted from the said deposit before the same shall be returned to the Contractor as hereinafter provided.

On Completion of Works.

Article XXXII. When the Contractor shall have fully completed the Works according to the terms of this contract and the Commission shall so certify, the Comptroller shall pay and deliver to the Contractor the said deposit, or so much thereof as shall not have been reserved or used or applied for any of the purposes above mentioned.

Retained Percentages.

Article XXXIII. In addition and as further security there shall be deducted fifteen per centum (15%) of the amounts certified from time to time to be due to the Contractor until the amount so deducted and retained shall equal the sum of Two Hundred Thousand ($200,000) Dollars. Thereafter there shall be so deducted and retained for such purpose ten percentum (10%) of amounts certified from time to time to be due to the Contractor. The Contractor may from time to time withdraw

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*Articles XXVIII to XXXII inclusive will form part of the contract only in case the Contractor elects to deposit cash or securities in lieu of a bond or to deposit corporate stock of The City of New York in lieu of retained percentages.

portions of the amounts so to be retained upon depositing with the Comptroller corporate stock of The City of New York of a market value equal to the amount so withdrawn, in which event the provisions of this chapter in respect of securities shall also apply to such corporate stock.

V.

PAYMENTS TO CONTRACTOR.

Partial Payments.

Article XXXV. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the work progresses, but not oftener than once a month, make in writing an estimate, such as in his opinion shall be just and fair, of the amount and value of the work done and materials incorporated in the work by the Contractor according to the terms of this contract (but it is understood that in making such estimates the Engineer shall not necessarily be governed by the unit prices contained in the Contractor's proposal), provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work is not proceeding in accordance with the contract. The first such estimate shall be of the amount and value of the work done and materials incorporated in the work since the Contractor commenced the performance of this contract on his part. Every subsequent estimate except the final estimate shall be of the amount and value of the work done and materials incorporated in the work since the last preceding estimate was made, provided, however, that no such estimate shall be required to be made when, in the judgment of the Engineer, the total value of the work done and materials incorporated in the work since the last preceding estimate amounts to less than ten thousand ($10,000.00) dollars. The Engineer shall further include accepted structural iron and steel delivered on the site of the work, or on property owned or leased by the City, but not incorporated in the work, at the rate of forty ($40) dollars per ton of two thousand pounds. But the quantity of such structural iron and steel included in any partial estimate shall not exceed the quantity of such material, as determined by the Engineer, required for the ensuing six months, and any material included in a partial estimate which may subsequently become unsatisfactory shall be deducted from succeeding partial estimates. No materials not incorporated in the work, excepting such structural iron and steel, shall be included in partial estimates.

Not by Strict Measurement.

Article XXXVI. Such estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method and partly by the other, and it shall be sufficient if they are approximate only.

Vouchers.

Article XXXVII. Upon each such estimate being made and certified in writing to the Commission, the Commission shall forthwith prepare and certify a voucher for eighty-five or ninety per cent. of the amount stated in such estimate or certificate to be the value of the work done and materials furnished as provided in Article XXXIII, and the City shall within thirty (30) days after the date of the certification of such voucher by the Commission pay the same; provided, however, that the City may at all times reserve and retain from said partial payments, or any of them, in addition to the ten or fifteen per cent. above mentioned to be retained and reserved, any sum or all sums which by the terms hereof, or of any law of the State of New York passed prior to the date hereof, it is or may be authorized to reserve or retain.

Final Estimate.

Article XXXVIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part, the Engineer shall so certify, in writing, to the Commission, and in his certificate shall state, from actual measurements, the whole amount of work done by the Contractor, and also the value of such work under and according to the terms of this contract. On the expiration of ninety (90) days after the acceptance by the Commission of the work herein agreed to be done by the Contractor, and the filing of a certificate of the completion and acceptance of the work in the office of the Comptroller, signed by the Engineer and the Commission, the City shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the last-mentioned certificate, all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract, and also any sum or all such sums of money as by the terms hereof the City is or may be authorized to reserve or retain; provided, that nothing herein contained shall be construed to affect the right, hereby reserved, of the Commission to reject the whole or any portion of the aforesaid work, should the said certificate be found, or known to be, inconsistent with the terms of this contract, or otherwise improperly given. All prior certificates upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate, which final certificate may be made without notice thereof to the Contractor, or of the measurements upon which it is based.

Interest in Case of Delayed Payments.

Article XXXIX. If the payment of the amount due the Contractor on any voucher shall be delayed beyond the time stipulated in Article XXXVII, in the case of partial payment, or Article XXXVIII., in the case of final payment, the City shall pay the Contractor interest on such amount at the rate of four and one-half (4½) per cent. per annum for the period of such delay; it being understood that such payments of interest, if any, are to be in lieu of any claim of the Contractor for alleged damages for breach of contract or otherwise in case of delayed payments. The term for which interest shall be paid shall be reckoned, in the case of a partial payment, from the thirtieth day after the certification of such voucher by the Commission, and in the case of a final payment from the ninetieth day after the acceptance of the work by the Commission, to the date of payment of the voucher. The date of payment of a voucher shall be considered the day on which the voucher is ready for payment as evidenced by the records of the Department of Finance. If interest shall become due on any partial payment the amount thereof, as determined by the Commission, shall be added to a succeeding payment. If interest shall become due on a final payment it shall be paid on a supplementary voucher prepared by the Commission and forwarded to the Comptroller for payment in the usual manner.

No Estoppel.

Article XL. The City shall not, nor shall any Department or officer thereof, be precluded or estopped by any return or certificate made or given by the Commission, any Engineer, or other officer, agent or appointee thereof under any provision of this contract, from at any time either before or after the final completion and acceptance of the work and payment therefor pursuant to any such return or certificate, showing the true and correct amount, quality and character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications; and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with this contract or the specifications.

No Waiver.

Article XLI. Neither the acceptance of the Commission or its Engineer, or any of its employees, nor any order, measurement or certificate by the Engineer, nor any order by the Commission for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the Engineer or the Commission, nor any extension of time, nor any possession taken by the Commission, or its employees, shall operate as a waiver of any portion of this contract or of any power herein reserved to the Commission, or any right to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.

Final Payment to Terminate Liability of City.

Article XLII. The acceptance by the Contractor of the last payment aforesaid shall be and shall operate as a release to the City, from all claim and liability to the Contractor for anything done or furnished for, or relating to, the work, or for any act or neglect of the Commission, the City or of any person relating to or affecting the work, except only the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided in this contract.

Contractor's Claims for Damage—Statements of Damage to Be Filed with Engineer.

Article XLIII. If the Contractor shall claim compensation for any damage sustained by reason of the acts of the Commission, or its agents, he shall, within ten days after the sustaining of such damage, make a written statement of the nature of the damage sustained to the Engineer. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and amount of such damage, and, unless such statement shall be made as thus required, his claim for compensation may be forfeited and invalidated, and he shall not be entitled to payment on account of any such damage.

Lien Law.

Article XLIV. If at any time before or within thirty days after the whole work agreed herein to be performed and all the labor and material herein agreed to be delivered have been performed or delivered or completed and accepted by the City any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this contract shall file with the Commission and with the Comptroller of the City any such notice as is described in the Lien Law, the City shall retain until the discharge thereof from moneys under its control so much of such moneys as shall be sufficient to satisfy and discharge the amount in such notice claimed to be due, together with the costs of any action or actions brought to enforce such lien created by the filing of such notice.

VI.

CONTRACTOR'S LIABILITY FOR INJURIES TO PERSONS OR PROPERTY.

Contractor Approves Plans as Involving no Damage.

Article XLV. The Contractor expressly admits and covenants to and with the City that the plans and specifications and other provisions of this contract, if the work be done without fault or negligence on the part of the Contractor, do not involve any danger to the foundations, walls or other parts of adjacent or overhead buildings or structures or surfaces; and the Contractor will at his own expense make good any damage that shall, in the course of construction, be done to any such foundations, walls or other parts of adjacent or overhead buildings or structures or surfaces. The liability of the Contractor under this covenant is absolute, and is not dependent upon any question of negligence on his part, or on the part of his agents, servants or employees and the neglect of the Engineer to direct the Contractor to take any particular precautions or to refrain from doing any particular thing, shall not excuse the Contractor in case of any such damage.

Traffic to be Maintained.

Article XLVI. The Contractor shall during the performance of the work safely maintain the traffic on streets, avenues, highways or other public places as provided in the specifications, and shall take all necessary precautions to place proper guards for the prevention of accidents, and put up and keep at night suitable and sufficient lights.

Indemnification for Accidents, etc.

Article XLVII. The Contractor shall be solely responsible for all physical injuries to persons or property occurring on account of and during the performance of the work hereunder, and shall indemnify and save harmless the City from liability upon any and all claims for damages on account of such injuries to persons or property, and from all costs and expenses in suits which may be brought against the City for such injuries to person or property; it being distinctly understood, stipulated and agreed that the Contractor shall be solely responsible and liable for and shall fully protect and indemnify the City against all claims for damages to persons or property occasioned by or resulting from blasting or other methods or processes in the work of construction whether such damages be attributable to negligence of the Contractor or his employees or otherwise.

Money Due the Contractor May be Retained to Meet Claims.

Article XLVIII. In case any claim shall be made by any person or corporation against the Contractor or the City for loss or damage to person or property as aforesaid, the amount of such claim, or so much thereof as the Commission shall deem reasonable, shall, upon the requirement and in the discretion of the Commission, be retained by the Comptroller out of any moneys thereafter growing due to the Contractor hereunder (in addition to the other sums hereinbefore authorized to be so retained), as security for the payment of such claim or claims. If and when the liability of the City or the Contractor on such claim or claims shall have been established by a judgment of a Court of competent jurisdiction, or shall have been admitted by the Contractor to be valid, the said claim or claims shall be paid from the amount so retained and the balance, if any, paid to the Contractor. Should there be any unsatisfied claims for injuries to persons or property at the time when the final estimate for the work is made and returned, the Enigneer shall have the right to retain out of said final estimate a sum in his judgment sufficient to protect the City in regard to all unsatisfied claims as aforesaid and in case the amount thus retained should be insufficient to pay the amount adjudicated to be due upon such claim the City may sue for and recover from the Contractor the amount or balance as a debt from the Contractor to the City. The Engineer may further, if in his judgment such a course is necessary, at the time of making the final estimate, and as a condition to making the same, require the Contractor to continue his bond or other security or any part thereof, for a time not exceeding the time when such claims would be barred under the existing Statute of Limitations, as security against any claims then unsatisfied or not presented.

Examinations of Abutting Property.

Article XLIX. In order to safeguard the owners or tenants of abutting property and at the same time prevent unjust or fraudulent claims against the Contractor or the City in respect thereto, the Engineer shall cause a detailed examination of all adjacent or abutting property to be made before construction is begun. The owner, or tenant of each parcel or his or their duly authorized representative, shall be invited by a notice in writing delivered to a person apparently in charge of the premises, to be present, and the Contractor, or his duly authorized representative, shall attend and with the Engineer shall make such detailed examination. A complete record of the existing conditions of each parcel shall be made in triplicate, signed by the Engineer and the Contractor, and one copy shall be delivered to the owner, one to the Contractor and one shall be retained by the Commission. At such times as the Engineer may direct, and upon the completion of the work, or upon notice to the Engineer by the owner or tenant that physical injury has occurred, further examination shall be made and the findings recorded and filed as above.

Damage to Works During Construction.

Article L. All risk of loss or damage to the Works, or to any part thereof, or to any of the materials, tools, implements or other things used in doing the work, prior to final completion, is assumed and shall be borne by the Contractor, and any such loss or damage shall be made good by the Contractor at his own cost, and the construction shall be carried forward by him in accordance with this contract, without additional cost to the City by reason of such loss or damage.

VII.

CITY TO SECURE CONTRACTOR AGAINST INTERFERENCE BY INJUNCTIONS, TO ACQUIRE REAL ESTATE, ETC.

City's Assurances to Contractor of Right to Construct.

Article LI. The City hereby stipulates and covenants to and with the Contractor that the City will secure and assure to the Contractor so long as the Contractor shall perform the stipulations of this contract, the right to construct the Railroad as prescribed in this contract free of all right, claim or other interference, whether by injunction, suit for damages or otherwise, on the part of any owners, abutting owner, or other person; but not including any interference, legal or otherwise, by patentees or persons claiming to be patentees of tools, methods or appliances.

Claims for Infringement of Patents.

Article LII. The Contractor shall hold himself responsible for any claims made against the City for any infringement of patents by the use of patented articles in the performance and completion of the work, or of any process connected with the work agreed to be performed under this contract, or of any materials used upon the said work; and shall save harmless and indemnify the City for all costs, expenses and damages which the City shall be obliged to pay by reason of any infringement of patents used in the performance and completion of the work.

VIII.

TIME FOR COMPLETION, DAMAGES FOR DELAY, ETC.

Commencement and Completion of Work

Article LIV. Time is of the essence of this contract. The Contractor shall begin actual work within sixty (60) days after the delivery of this contract. The entire work covered by this contract shall be completed in all respects within forty (40) months from the date of the delivery of this contract.

Price to be Reduced for Delay.

Article LV. In the event of delay in completion of the Works beyond the period herein prescribed, or beyond the period to which such time may be extended by resolution of the Commission for good cause shown, the City shall—whether the working force be increased as provided in the specifications or not—be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, especially in view of the fact that the Railroad herein contracted for is only a part of a complete system, the remainder of which is to be constructed under other contracts, it is hereby expressly agreed that damages shall be liquidated and paid by reducing the price to be paid the Contractor as follows: From the amounts which shall become payable to the Contractor after the expiration of the periods above limited (but not including the retained percentages from amounts theretofore certified to be due) there shall be deducted and retained by the City the following percentages: From the amount due for the first month after the expiration of such periods one (1) per centum thereof; from the amount due for the second month after the expiration of such periods two (2) per centum thereof; from the amount due for the third month after the expiration of such periods three (3) per centum thereof; from the amount due for the fourth month after the expiration of such periods four (4) per centum thereof; similarly from any amounts which may subsequently become due there shall be deducted a percentage, the rate of which shall equal the number of months which may have elapsed between the expiration of the periods above limited and the time when such payments shall become due. These amounts shall be deducted and retained by the City and are hereby agreed upon and determined as the measure of liquidated damages (and not as a penalty) to the City. But in case the Contractor shall be delayed by reason of any labor strike not caused or instituted or provoked by the Contractor, or by any sub-contractor, agent or representative of the Contractor (which fact the Contractor shall prove to the satisfaction of the Commission), or in case the Contractor shall be delayed by any injunction or by any interference of public authority, and in case the Contractor cannot, notwithstanding such injunction or interference, with reasonable diligence make up for the delay so occasioned by speedier work when the Contractor shall not be so interfered with, then the said date for completion shall be extended by resolution of the Commission to a date later than the expiration of the said period by the amount of the time of such delay.

Commission May Intervene in Case of Injunction.

Article LVI. But no injunction, strike or interference of public authority shall be ground for such extension except if and from the time when the Contractor shall give the Commission notice of the injunction or other cause of delay, with copies of the injunction or other orders and of the papers upon which the same shall have been granted. The Commission and the City or either shall be accorded the right to intervene or become a party to any suit or proceeding in which any such injunction shall be obtained, and to move to dissolve the same or otherwise, as the Commission or City may deem proper. If necessary the Corporation Counsel or the Counsel to the Commission or both shall be authorized by the Contractor to appear, for that purpose, as counsel or attorneys for him.

In Case of Variation of Quantities.

Article LVII. The time stipulated within which to complete the Works is based upon the quantities of the various items entering into the work as stated in the form of proposal, which are given solely for the purpose of classifying bids. In case these quantities are exceeded or diminished then an extension or diminution of the term of this contract shall be made. It is, however, understood and agreed that in case an increase in any one item is balanced or offset by diminution of other items, no change in the term shall be made, and in any event the Engineer shall determine the amount of extension or diminution of time in respect of the relative increase or reduction in the quantities involved in the final completion.

Suspension of Work and Additional Time for Performance.

Article LVIII. The commission reserves the right of temporarily suspending the execution of the whole or any part of the work herein contracted to be done, if it shall deem it for the interest of the City so to do, without compensation to the Contractor for such suspension, other than extending the time for completing the work as much as it may have been delayed by such suspension.

Extensions Not Cumulative.

Article LX. It is expressly understood, however, that the periods of extension referred to herein shall not be cumulative, but only the single period of delay giving the greatest extension shall be taken into consideration.

Permission to Complete Contract Not a Waiver.

Article LXI. The permitting of the Contractor to go on and finish the work, or any part of it, after the time fixed for its completion, or after the date to which the time for completion may have been extended, or the making of partial payments to the Contractor after any such periods, shall in no wise operate as a waiver on the part of the City of any of its rights under this contract.

IX.

Remedies in Case of Contractor's Default.

In Case of Default.

Article LXII. If the work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned, or the work sublet by him, otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Commission that the performance of this contract is unnecessarily or unreasonably delayed, or that the Contractor is wilfully violating any of the provisions or covenants of this contract, or of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof, or if the work be not fully completed within the time named in this contract for its completion, or within the time to which the completion of the contract may be extended by the Commission, the Commission may

May Take Charge of Work.

(1) Notify the Contractor, by a written notice, to discontinue all work, or any part thereof, under this contract, and thereupon the Contractor shall discontinue the work, or such part thereof, and the Commission shall thereupon have the right to contract for the completion of the Works in the manner prescribed by law, or to place such and so many persons as it may deem advisable, by contract or otherwise, to work, and complete the work herein described, or such part thereof, to take possession of and use any or all of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of his work, and to procure other materials for the completion of the same, and to charge the expense of said labor and materials to the Contractor. The expense so charged shall be deducted and paid by the City out of such moneys as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this contract, or any part thereof. And in case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, he shall pay the amount of such excess to the City; and in case such expense shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, he shall forfeit all claim to the difference; and when any particular part of the work is being carried on by the Commission, by contract or otherwise, under the provisions of this article of the contract, the Contractor shall continue the remainder of the work in conformity with the terms of this contract, and in such manner as in nowise to hinder or interfere with the persons or workmen employed, as above provided, by the Commission, by contract or otherwise, to do any part of the work, or to complete the same under the provisions of this article of the contract. And

Or Proceed Upon Bond.

(2) The City may also proceed as to the Commission shall seem proper upon the Bond or other security in its possession. And

Or May Bring Suit.

(3) The City may also bring any suit or proceeding for specific performance or for injunction or to recover damages or to obtain any relief or for any purpose proper under this contract.

X.

Miscellaneous Provisions.

Changes in the Contract.

Article LXIII. No correction or change in this contract shall be made except by written instrument duly authorized by the Commission and consented to by the Contractor and by the sureties upon his bond; but this provision shall not limit or affect the right to prescribe variations whether of construction or location of route as in this contract elsewhere provided.

Members of Commission Not Liable.

Article LXIV. No claim shall be made by the Contractor against any member of the Commission personally by reason of this contract or of any of its articles or provisions.

Contractor Not to Assign, Sublet, etc.

Article LXV. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest in or to the same or any part thereof without the previous consent in writing of the Commission, and he shall not assign by power of attorney or otherwise any of the moneys to become due and payable under this contract unless by and with the like consent. If the Contractor shall without such previous written consent assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title or interest therein or any of the moneys to become due under this contract, to any other person, company or corporation, this contract may at the option of the Commission be revoked and annulled and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor and to his assignee or transferee; and no right under this contract or to any money to become due hereunder shall be asserted against the City in law or in equity by reason of any so-called assignment of this contract or any part thereof or of any moneys to grow due hereunder unless authorized as aforesaid by the written consent of the Commission; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the statutes of the State of New York.

Provisions in Case Commission Ceases.

Article LXVI. In case the Commission shall cease to exist the Legislature may provide what public officer or officers shall exercise the powers and duties of the Commission under and by virtue of this contract; and in default of such provision, such powers and duties shall be deemed to be vested in the Mayor of the City. In case any officer or officers other than the Commission shall hereafter have the powers of the Commission or any of them, then the provisions of this contract shall be applicable to such officer or officers to the extent to which the powers of the Commission shall appertain to such officer or officers, and any official act or determination of such officer or officers or of this Commission shall be sufficient hereunder, anything herein to the contrary notwithstanding, if the same be done or had by lawful vote or resolution or in such manner as the Legislature may from time to time prescribe.

Labor Law.

Article LXVII. The Contractor agrees to comply with the provisions of the Labor Law, including Section three thereof as re-enacted by Chapter 36 of the Laws of 1909. The Contractor further agrees and stipulates that no laborer, workman or mechanic in the employ of the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be permitted or required to work more than eight hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property; and further that the wages to be paid for a legal day's work as hereinbefore defined to all classes of such laborers, workmen or mechanics upon the work contemplated by this contract or upon any material to be used upon or in connection therewith, shall not be less than the prevailing rate for a day's work in the same trade or occupation in the Borough of the City, where the work hereby contemplated, about or in connection with which such labor is performed, is in its final or completed form to be situated, erected or used; and that each such laborer, workman or mechanic employed by the Contractor or by any sub-contractor or other person on, about or upon the work contemplated by this contract, shall receive such wages herein provided for. This contract shall be void and of no effect, unless the Contractor shall comply with the provisions of this section. In obedience to the requirements of Section Fourteen of the Labor Law it is further provided that if the provisions of the said Section Fourteen are not complied with, this contract shall be void.

All Necessary Legal Provisions Deemed Inserted Herein.

Article LXVIII. It is the intent and understanding of the parties to this agreement that each and every provision of law required to be inserted in this contract should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein; and if, through mistake or otherwise, any such provision is not inserted or is not inserted in correct form, then the contract shall forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law, and without prejudice to the rights of either party hereunder.

Provision in Case of Unlawful Provision.

Article LXIX. If this contract contains any unlawful provision not an essential part of the general structure of the contract and which shall not appear to have been a controlling or very material inducement to the making thereof the same shall be deemed of no effect, and shall upon the application of either party, be struck from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

In witness whereof, this contract has been executed for The City of New York by the Public Service Commission for the First District under and by resolution duly adopted by the Commission and the seal of the Commission has been hereto affixed and attested by its Secretary and these presents have been signed by its Chairman; and the Contractor has hereunto set his hand and seal the day and year first above written.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
By ....Chairman.
Attest: ....Secretary.

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

On the day of , 1912, before me personally appeared William R. Willcox and Travis H. Whitney, to me known and known to me to be, the said William R. Willcox, the chairman, and the said Travis H. Whitney, the secretary of the Public Service Commission for the First District, and the said William R. Willcox and Travis H. Whitney being by me duly sworn, did depose and say, each for himself and not the one for the other, the said William R. Willcox, that he resides in the Borough of Manhattan, in the City, County and State of New York, that he is the chairman of the said Commission and that he subscribed his name to the foregoing contract by virtue of the authority thereof; and the said Travis H. Whitney, that he resides in the Borough of Brooklyn, in the County of Kings, City and State of New York, that he is the secretary of the said Commission and that he subscribed his name thereto by like authority; and both the said William R. Willcox and Travis H. Whitney that they know the seal of the said Commission and that the same was affixed to the foregoing instrument by the authority of the said Commission and of a resolution duly adopted by the same.

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

On this day of , 1912, before me personally came

to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

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

On this day of , 1912, before me personally appeared
to me known, who, being by me first duly sworn, did depose and say: That he resided in ,
in the State of ; that he is
of , the corporation described in and which executed the foregoing instrument; that he knew the corporate seal of said company; that one of the seals affixed to said contract was such corporate seal, and that it was affixed thereto by order of the Board of Directors of said company, and that he signed his name thereto by like authority.

Form of Contractor's Bond, Construction of a Part of Proposed Rapid Transit Railroad Route No. 5, Section No. 1.

Form of Contractor's Bond,
Route No. 5, Section No. 1.

Know all Men by these Presents, That
of
hereinafter called the Contractor and
and
hereinafter called the Sureties are held and firmly bound unto The City of New York, hereinafter called the City, in the sum of seventy-five thousand dollars ($75,000)

lawful money of the United States of America, to be paid to the City, for which payment well and truly to be made the Contractor and the Sureties do hereby bind themselves and their, and each of their, executors, administrators, successors and assigns firmly by these presents, as follows: The Contractor to be so held and bound for the full amount of the said sum of seventy-five thousand dollars ($75,000) and each of the said Sureties to be so held and bound only for a portion of said sum as follows:

The said
for the sum of
dollars ($); the said
for the sum of
dollars ($); the said
for the sum of
dollars ($); the said
for the sum of
dollars ($).

In Witness Whereof, the Contractor and the Sureties have hereunto set their hands and seals and such of them as are corporations have caused their respective seals to be hereto affixed and these presents to be attested by the proper officers, this day of 1912.

Whereas, The City by the Public Service Commission for the First District (hereinafter called the Commission) is about to enter into a contract with the Contractor bearing even date herewith for the construction of that portion of a Rapid Transit Railroad known as Section 1 of Route 5 extending from Trinity place and Morris street to Church street and Dey street, in the Borough of Manhattan in the City of New York, more particularly described in the said contract; and

Whereas, The City is about to enter into such contract with the Contractor upon the condition, and not otherwise, that this bond shall be given to the City, and upon the faith thereof,

Now, Therefore, the condition of the foregoing obligation is such that if the Contractor shall fully perform the said contract, then this obligation shall be null and void, but else it shall remain in full force and virtue.

It is expressly agreed, between the City and the Sureties (and it is upon such agreement that the City accepts this Bond) that the Sureties will and do waive any and every notice of default on the part of the Contractor; that they will and do permit the City to extend the time of the Contractor to make any payment or do any act; that no omission on the part of the City to give any notice of extension of time granted by or on behalf of the City shall be availed of by the Sureties or any of them as a defense upon this Bond; that the Sureties shall not set up or have any defense upon this Bond by reason of any alteration of the said contract unless such alteration shall be represented by a formal written instrument duly executed between the City and the Contractor which shall have been duly authorized by a vote of the Commission; and that in case of such alteration, however made, the same shall be a defense to the Sureties only to the extent of the actual injury or damage caused to the Sureties by said alteration.*

FORM OF CONTRACTOR'S PROPOSAL FOR CONSTRUCTION OF A PART OF A RAPID TRANSIT RAILROAD, PORTION OF LEXINGTON AVENUE ROUTE, ROUTE NO. 5, SECTION NO. 1.

Contractor's Proposal for the Construction of a Portion of a Rapid Transit Railroad.

Route No. 5, Section No. 1.

Notice—Sums of money must be written in words and also in figures, except in the schedules. There must remain annexed hereto:

Copy of Invitation to Contractors
Copy of Form of Contract
Copy of Form of Bond

To the Public Service Commission for the First District:

1. The undersigned† do hereby, in pursuance of the Invitation to Contractors, a copy of which is attached hereto, propose according to the terms thereof to enter into a contract in the form annexed hereto with The City of New York for the construction of Section No. 1 of Route No. 5, and to furnish all necessary labor, materials, machinery, tools, apparatus and other means of construction and perform all the work mentioned in the said contract at the unit prices for the several items as given in the following Schedule of Unit Prices, or as otherwise provided in the form of contract. It is understood that the quantities of various items specified in the following schedule are given as a basis for the uniform comparison of bids and are not in any way guaranteed or represented as correct or intended to be relied on, and they shall not be taken as final and shall form no basis for any claim in case they do not correspond with the final measurements or quantities. It is further understood that the Commission reserves the right to increase or diminish or to omit entirely any of the quantities of items as therein stated:

SCHEDULE OF UNIT PRICES.

Item.	Classification.	Unit Price.	Estimated Approximate Quantities.	This column not to be used by Bidder. Amount.
1	For earth excavation, above mean high water, (except excavation for sewers and pipes), including the disposal of it, etc., per cubic yard	......	73,860	......
2	For earth excavation, below mean high water (except excavation for sewers and pipes), including the disposal of it, etc., per cubic yard	......	16,720	......
2a	For earth excavation, both above and below mean high water, for sewers and pipes, including the disposal of it, etc., per cubic yard	......	8,300	......
3	For rock excavation, (except excavation for sewers and pipes), including the disposal of it, etc., per cubic yard	......	100	......
3a	For rock excavation for sewers and pipes, including the disposal of it, etc., per cubic yard	......	100	......
4	For underpinning buildings, including all incidental work and material, per lineal front ft. of building underpinned as follows:			
	(a) For buildings less than seven stories in height, per front foot	......	400	......
	(b) For buildings from seven to twelve stories in height, per front foot	......	90	......
	(c) For buildings over twelve stories in height, per front foot	......	230	......
6	For concrete masonry in place, per cubic yard	......	16,430	......
7	For protective concrete masonry in place outside of waterproofing, per cubic yard	......	3,975	......
8	For rubble stone masonry in place, per cubic yard	......	435	......
8a	For dry rubble masonry, in place, per cubic yard	......	50	......
9	For brick masonry, in place, per cubic yard	......	100	......
10	For hollow terra cotta brick masonry in place, per cubic yard	......	20	......
11	For grout of Portland cement, per barrel of Portland cement used	......	100	......
12	For timber piles, in place, and prepared, per lineal foot	......	1,000	......
13	For timber foundations, placed and fastened, per thousand foot B. M.	......	2 M	......
14	For broken stone or gravel in place, other than that used in concrete, per cubic yard	......	100	......
15	For waterproofing, treated woven fabric, laid with pitch or asphaltum, in place, as follows:			
	(a) For 1-ply, per square yard	......	22,230	......
	(b) For 2-ply, per square yard	......	100	......
	(c) For 3-ply, per square yard	......	9,710	......
	(d) For 4-ply, per square yard	......	100	......
	(e) For 5-ply, per square yard	......	100	......
	(f) For 6-ply, per square yard	......	100	......
16	For waterproofing, brick laid in asphalt mastic, in place, per cubic yard	......	3,380	......
17	For vitrified or cast-iron drain pipe, in place, as follows:			
	(a) For 12-inch vitrified pipe, per lineal foot	......	100	......
	(b) For 10-inch vitrified pipe, per lineal foot	......	100	......
	(c) For 8-inch vitrified pipe, per lineal foot	......	100	......
	(d) For 6-inch vitrified pipe, per lineal foot	......	100	......
	(e) For 4-inch vitrified pipe, per lineal foot	......	100	......
	(f) For 8-inch cast-iron pipe, per lineal foot	......	0	......
	(g) For 6-inch cast-iron pipe, per lineal foot	......	100	......
	(h) For 4-inch cast-iron pipe, per lineal foot	......	100	......
	(i) For 10-inch cast-iron pipe, per lineal foot	......	0	......
17a	For cast-iron pipe and fittings, including specials, "extra heavy," in place, as follows:			
	(a) For 3-inch, per lineal foot	......	0	......
	(b) For 4-inch, per lineal foot	......	0	......
	(c) For 6-inch, per lineal foot	......	100	......
	(d) For 8-inch, per lineal foot	......	0	......
18	For tunnel ducts, in place, as required by Section No. 407 of the specifications, per duct foot	......	78,950	......
19	For riveted steel, painted and erected, per ton of two thousand pounds	......	753	......
20	For steel beams and shapes with connections, painted and erected, per ton of two thousand pounds	......	1,370	......
21	For steel rods and bars built in concrete, per ton of two thousand pounds	......	234	......
25	For miscellaneous iron castings, other than tunnel lining, such as manhole heads and covers, gratings, etc.; but not including castings for sewer work or pipes; in place, per ton of two thousand pounds	......	11	......
26	For special wire forms, in place, per pound	......	1,000	......
27	For one and one-half inch (1½-in.) galvanized iron pipe hand rail, in place, including expansion bolts, etc., per lineal foot	......	2,010	......
28	For steel gratings for ventilation, in place, including frames, etc., per square foot	......	3,852	......
29	For vault lights, in place, per square foot.	......	1,088	......
30	For street surface restored:			
	(a) Sidewalks, including curbs and all structures and growths therein and thereon, per square yard	......	2,932	......
	(c) For repavement of roadways between curb lines over off-line sewers, pipes or other sub-surface structures, per square yard	......	300	......
32	For wrought-iron electric conduits, in place in stations, as follows:			
	(a) for three-fourths-inch (¾-in.) wrought iron, per lineal foot	......	7,285	......
	(b) For one and one-half inch (1½-in.) wrought iron, per lineal foot	......	10	......
	(c) For two-inch (2-in.) wrought iron, per lineal foot	......	30	......
	(d) For one-inch (1-in.) wrought iron, per lineal foot	......	50	......
33	For cast-iron outlet boxes, in place, in stations, each	......	379	......
33a	For cast-iron pull boxes, in place, in stations, each	......	10	......
34	For cast-iron pipe and fittings, including specials ("extra heavy"), in place, in stations, as follows:			
	(a) For six-inch (6-in.), per lineal foot	......	356	......
	(b) For three-inch (3-in.), per lineal foot.	......	830	......
	SEWERS.			
	Vitrified and Cast-iron Pipe.			
38	For 15-inch vitrified pipe sewer, per lineal foot	......	1,000	......
39	For 18-inch vitrified pipe sewer, per lineal foot	......	100	......
40	For 20-inch vitrified pipe sewer, per lineal foot	......	100	......
40a	For 22-inch vitrified pipe sewer, per lineal foot	......	100	......
41	For 24-inch vitrified pipe sewer, per lineal foot	......	100	......
	Egg-shaped Brick or Concrete Sewers.			
45	For 3 ft. 6 in. x 2 ft. 4 in., per lineal foot	......	720	......
46	For 3 ft. 9 in. x 2 ft. 6 in., per lineal foot	......	260	......
47	For 4 ft. 0 in. x 2 ft. 8 in., per lineal foot	......	1,340	......

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*The execution of the bond must be duly proved before delivery in the form essential to proof to entitle a deed to record in the State of New York. Full affidavits of justification of sureties must be added.

† The bidder's name must be inserted here. If the bid is submitted by a corporation, the full legal title must be given here and a certified copy of the certificate of incorporation must be submitted, together with an affidavit showing the amount of stock paid in in cash and the names and addresses of the directors and principal officers. If it be a foreign corporation, proof must also be submitted of its authority to transact business in the State of New York. In case the bidder has already filed such papers with the Commission in connection with another bid he may so state and omit such papers in this instance. If the bid is submitted by a firm, the above blank must be filled up in the following form: "The firm of A. B. & Co., composed of A. B., C. D., etc." (giving the names of all the partners).

Item.	Classification.	Unit Price.	Estimated Approximate Quantities.	This column not to be used by Bidder. Amount.
	SURFACE AND SUBSURFACE STRUCTURES.			
	(Except for Sewers.)			
75	For street surface railroads, including the support, re-construction, re-building, etc., where necessary (but not including permanent masonry supports, if required and added, and not including additional vaults, if required and constructed in excess of the number existing), as follows:			
	(a) For electric (underground trolley) railroad, per lineal foot of single track	......	4,028	......
	(b) For horse, storage battery or other independent motor operated railroads, per lineal foot of single track	......	0	......
	(c) For electric (overhead trolley) railroads, per lineal foot of single track ...	......	0	......
76	For temporary and permanent support and maintenance of elevated railroad structures, and all work incidental thereto, per column	......	80	......
	PIPES IN STREETS.			
	For Work and Material as Called for by Section No. 60 of the Specifications.			
	Water and Gas Pipes.			
	Water Pipes.			
	For water pipes in place, as follows:			
79	For 6-inch water pipe, per lineal foot	......	210	......
82	For 12-inch water pipe, per lineal foot	......	510	......
84	For 20-inch water pipe, per lineal foot	......	1,830	......
	Gas Pipes.			
	For gas pipes in place, as follows:			
89	For 3-inch gas pipe, per lineal foot	......	50	......
90	For 4-inch gas pipe, per lineal foot	......	50	......
91	For 6-inch gas pipe, per lineal foot	......	735	......
94	For 12-inch gas pipe, per lineal foot	......	50	......
96	For 20-inch gas pipe, per lineal foot	......	110	......
	By-passing Gas Pipes.			
99a	For by-passing pipes upon or below the street surface, in place, as follows:			
	(a) For 6-inch by-passing pipe, per lineal foot	......	5,000	......
	(b) For 8-inch by-passing pipe, per lineal foot	......	0	......
	(c) For 10-inch by-passing pipe, per lineal foot	......	0	......
	(d) For 12-inch by-passing pipe, per lineal foot	......	0	......
	(e) For 16-inch by-passing pipe, per lineal foot	......	0	......
	(f) For 20-inch by-passing pipe, per lineal foot	......	0	......
	New Cast-iron Hub and Spigot Water and Gas Pipe.			
100	For new cast-iron hub and spigot straight pipe delivered on the work, per ton of two thousand pounds	......	50	......
101	For new cast-iron hub and spigot pipe, special castings, delivered on the work, per ton of two thousand pounds	......	10	......
	High Pressure Fire System Pipes. Standard Spigots and Grooves.			
	For high pressure fire system pipe in place, as follows:			
102	For 8-inch high pressure fire system water pipe, per lineal foot	......	100	......
103	For 12-inch high pressure fire system water pipe, per lineal foot	......	2,000	......
104	For 16-inch high pressure fire system water pipe, per lineal foot	......	100	......
	New Cast-iron Spigot and Groove Pipe for High Pressure Fire System.			
107	For new cast-iron spigot and groove straight pipe, delivered on the work, per ton of two thousand pounds	......	50	......
108	For new cast-iron spigot and groove pipe, special castings, delivered on the work, per ton of two thousand pounds	......	10	......
	Steam Pipes.			
	For steam pipe, in place, as follows:			
109	For 6-inch steam pipe, per lineal foot ...	......	100	......
110	For 8-inch steam pipe, per lineal foot ...	......	100	......
111	For 10-inch steam pipe, per lineal foot ...	......	500	......
112	For 12-inch steam pipe, per lineal foot ...	......	100	......
113	For 15-inch steam pipe, per lineal foot ...	......	500	......
114	For 20-inch steam pipe, per lineal foot ...	......	800	......
	New Stel Welded Flanged Steam Pipe, Delivered on the Work, as Follows:			
115	For 6-inch steam pipe, per lineal foot ...	......	40	......
116	For 8-inch steam pipe, per lineal foot ...	......	40	......
117	For 10-inch steam pipe, per lineal foot ...	......	100	......
118	For 12-inch steam pipe, per lineal foot ...	......	100	......
119	For 15-inch steam pipe, per lineal foot ...	......	100	......
120	For 20-inch steam pipe, per lineal foot ...	......	200	......
	Air Pipes.			
	For air pipe, in place, as follows:			
121	For 6-inch air pipe, per lineal foot	......	500	......
122	For 8-inch air pipe, per lineal foot........	......	500	......
	New Air Pipe, Delivered on the Work.			
123	For new 6-inch air pipe, per lineal foot ...	......	100	......
124	For new 8-inch air pipe, per lineal foot ...	......	100	......
	DUCTS IN STREETS.			
	Electric Ducts and Conduits in Streets.			
	(Other than tunnel ducts and street railroad ducts which are provided for in Items 18, 75a and 75c.			
127	For electric ducts and conduits, in place, as provided in Section No. 62 of the specifications, per duct foot	......	76,000	......
127a	For wrought-iron pipe used as electric ducts and conduits, in place, as provided in Section No. 62 of the specifications:			
	(a) For 2½-inch wrought-iron pipe, per lineal foot	......	1,000	......
	(b) For 3-inch wrought-iron pipe, per lineal foot	......	1,000	......
	(c) For 3½-inch wrought-iron pipe, per lineal foot	......	100	......

(2) If this proposal is accepted, the undersigned will within ten days after delivery of notice, execute and deliver the contract with the City in the form aforesaid and at the same time will deliver to the Comptroller of The City of New York pursuant to the terms of the said contract *a bond in the sum of seventy-five thousand dollars* ($75,000) *in the form hereto annexed with the following named Sureties, viz.:**

(3) The Commission may cause any notice intended for the undersigned to be delivered at Room No. , on the floor of the building No. , in the Borough of , in the City of New York. Such delivery shall be sufficient notice to the undersigned.

(4) At the time of delivering this proposal to the Commission the undersigned will separately deliver a certified check payable to the order of the Comptroller of The City of New York for the sum of fifteen thousand dollars ($15,000). If the Commission shall notify the undersigned that the Contractor's Proposal is accepted and that the proposed contract is consented to by the Board of Estimate and Apportionment, then if the undersigned shall fail within ten days thereafter or within such longer period as may be prescribed by the Commission to procure the above described bond to be duly executed and delivered or make the said deposit in cash or securities; or if the undersigned shall fail to procure the contract to be duly executed and delivered as aforesaid, then the Invitation to Contractors and this Contractor's Proposal shall constitute a contract binding the undersigned to pay to the City the damages by it sustained by reason of such failure of the undersigned, as provided in said Invitation to Contractors. And the undersigned hereby assigns to the City the said sum so specially deposited by the delivery of such certified check, subject only to the condition that if this Proposal shall not be accepted, or if it shall be accepted and the undersigned shall within ten days after notice as aforesaid or any longer period prescribed by the Commission, execute the said contract and procure the said bond to be duly executed and delivered or make the said deposit in cash or securities, then the amount of the said check so specially deposited shall be returned to the undersigned.

(5) A notice of acceptance of this Proposal by the Commission addressed to the undersigned as aforesaid shall forthwith, at the option of the Commission, operate as against the undersigned as a complete making of a contract according to the form thereof as aforesaid, with the blanks therein contained filled in according to this Proposal.

(6) There are no persons interested with the undersigned in this Proposal, except†.

(7) This Proposal is made without any connection with any other person making a proposal or bid for the same purpose, and is in all respects fair and without collusion or fraud. No member of the Board of Aldermen, head of department, chief of bureau, deputy thereof or clerk therein, or other officer of The City of New York, or any member or employee of the Public Service Commission for the First District is interested directly or indirectly, as contracting party, partner, stockholder, or otherwise in, or in the performance of, the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof.

Dated , 1912.

Affidavit of Verification.

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

, being duly sworn, says: I am‡ , the proposing Contractor above named. I have read the foregoing proposal. The same is in all respects true.

Sworn to before me this day of , 1912.

Schedule of Securities.

(Note—If the bidder desires not to give a bond, but to deposit securities in lieu thereof, a description of the securities to be deposited for that purpose must be inserted below.

All securities when delivered must be payable to, or run in favor of, or be transferred to, the Comptroller of The City of New York.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 18, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On September 16, 1912, the Public Service Commission for the First District forwarded for consent to the awarding to F. L. Cranford, the low bidder, of the contract for the construction of Section 1, Route 5, being that portion of the Lexington Avenue Route extending under Trinity place and Church street, from a point about 50 feet north of the north line of Morris street to a point about 80 feet north of the centre line of Dey street. This is a two-track railroad with stations at Exchange alley and at Cortlandt and Dey streets.

In the communication the Public Service Commission requested that the limit to the amount of bonds to be made available to meet the requirements of said contract be set at $1,222,269.20, and that the Comptroller be directed to issue bonds to that amount.

I recommend that the Board of Estimate and Apportionment consent to the award of contract for Section 1, Route 5, and that it authorize corporate stock to be issued to the amount of $1,222,269.20 to meet the requirements of said contract.

Attached hereto is a resolution which prescribes a limit to the amount of bonds available for the contract and authorizes the necessary corporate stock.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 37 of the Rapid Transit Act, being chapter 4 of the Laws of 1891, as amended, and the provisions of section 45 of the Greater New York Charter, and the requisition of the Public Service Commission for the First District, duly made by said Commission on September 16, 1912, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between F. L. Cranford and The City of New York, acting by the Public Service Commission for the First District, for the following purposes:

For the construction in the Borough of Manhattan of Section 1, Route 5, known as the Lexington Avenue Route, being a two-track underground railroad, beginning at a point under Trinity place, about fifty (50) feet north of the north building line of Morris street, and extending thence under Trinity place and Church street to a point about eighty (80) feet north of the centre line of Dey street; with a station in Trinity place, at Exchange alley and Rector street, and a station in Church street, at Cortlandt and Dey streets, at a cost not to exceed one million, two hundred and twenty-two thousand two hundred and sixty-nine dollars and twenty cents ($1,222,269.20); and be it further

Resolved, That the Board of Estimate and Apportionment preseribes that the limit to the amount of the proceeds of corporate stock available for the said purposes shall be one million two hundred and twenty-two thousand two hundred and sixty-nine dollars and twenty cents ($1,222,269.20); and be it further

Resolved, That the Comptroller be and he is hereby authorized and directed to issue corporate stock of The City of New York to the amount of one million two hundred and twenty-two thousand two hundred and sixty-nine dollars and twenty cents ($1,222,269.20), at such rate of interest as the Commissioners of the Sinking Fund shall prescribe, the proceeds to the amount of the par value thereof to be applied to the purposes mentioned in the communication of the Public Service Commission for the First District to this Board, dated September 16, 1912.

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 Secretary presented the following communication from the Public Service Commission for the First District requesting, and report of the Comptroller recommending, that the Board consent to the award of the proposed contract to be entered into between the City of New York and Frederick L. Cranford for the construction of Section 1-A, Route 5 of the proposed Lexington Avenue Rapid Transit Railroad—beginning under Church street at a point about 80 feet north of the centre line of Dey street and extending under Church street, private property, Vesey street and again under private property to Broadway, between Vesey and Barclay streets, and under Broadway to a point about 75 feet south of the centre line of Park place, and authorize the issue of $982,740.70 corporate stock to meet the requirements of said contract: .

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* The bidder may, under the Rapid Transit Act, deposit cash or approved securities, in lieu of a bond; and the bidder, if desirous of so doing, may so state here, and strike out the words in italics.

† Here insert the names and addresses of all persons interested with the bidder. If there are no such persons, strike out the word "except."

‡ If the bidder is an individual, do not fill this blank; if the bidder is a firm, here say, "a member of the firm of "; if a corporation, say, "the (President or other officer duly authorized) of the Company."

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau Street, New York.

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

The Public Service Commission for the First District herewith transmits to you for your consent as required by law a proposed contract between The City of New York and Frederick L. Cranford for the construction at the public expense of Section No. 1-A of Route No. 5, being that portion of the proposed Lexington Avenue Rapid Transit Railroad which begins under Church street in the Borough of Manhattan at a point about eighty (80) feet north of the centre line of Dey street and extends thence under Church street, private property, Vesey street and again under private property to Broadway between Vesey and Barclay streets, and thence under Broadway to a point about seventy-five (75) feet south of the centre line of Park place.

The Public Service Commission for the First District further requests your Honorable Board to consent to the said contract herewith transmitted and to prescribe a limit to the amount of bonds available to meet the requirements of the said contract, to wit, the sum of nine hundred and eighty-two thousand seven hundred and forty dollars and seventy cents ($982,740.70), and also to direct the Comptroller of The City of New York to issue the bonds of said City at such a rate of interest as the Commissioners of the Sinking Fund of said City may prescribe for the purpose of providing the necessary means for construction at the public expense of said portion of such railroad.

And the Public Service Commission for the First District does hereby, pursuant to section 45 of the Greater New York Charter, make request for the authorization of such corporate stock for the full amount sufficient to pay the entire estimated expense of executing such contract, to wit, the sum of nine hundred and eighty-two thousand seven hundred and forty dollars and seventy cents ($982,740.70).

In witness whereof the Public Service Commission for the First District has caused its official seal to be hereto affixed and attested by its Secretary and these presents to be signed by its Chairman this 16th day of September, 1912.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
(SEAL) W. R. Willcox, Chairman.
Attest: Travis H. Whitney, Secretary.

Resolved, That this Commission hereby accepts the proposal of Frederick L. Cranford, dated September 9, 1912, for the construction of Section 1-A of Route No. 5, being that portion of the proposed Lexington Avenue Rapid Transit Railroad which begins under Church street in the Borough of Manhattan, at a point about eighty (80) feet north of the centre line of Dey street, and extends thence under Church street, private property, Vesey street and again under private property to Broadway between Vesey and Barclay streets, and thence under Broadway to a point about seventy-five (75) feet south of the centre line of Park place, the aggregate of the unit prices in the proposal amounting to nine hundred and eighty-two thousand seven hundred and forty dollars and seventy cents ($982,740.70).

Resolved, That the Chairman and the Secretary be and they hereby are authorized on behalf of the Commission to execute a contract in the form attached to the said proposal and to deliver the same if and when consented to by the Board of Estimate and Apportionment and upon compliance by said Frederick L. Cranford with the requirements of the Invitation to Bidders attached to the said proposal.

Resolved, That the Chairman and the Secretary be and they hereby are authorized and directed to request the Board of Estimate and Apportionment to consent to the said contract and to prescribe a limit to the amount of bonds available to meet the requirements of the said contract, to wit, the sum of nine hundred and eighty-two thousand seven hundred and forty dollars and seventy cents ($982,740.70), and also to request the said Board of Estimate and Apportionment to direct the Comptroller of The City of New York to issue the bonds of said City at such a rate of interest as the Board of Commissioners of the Sinking Fund of said City may prescribe for the purpose of providing the necessary means for construction at the public expense of the said portion of such railroad, and also to make request for the authorization of bonds for the full amount sufficient to pay the entire estimated expense of executing such contract, to wit, the sum of nine hundred and eighty-two thousand seven hundred and forty dollars and seventy cents ($982,740.70).

Resolved, That the Secretary give notice to the said Frederick L. Cranford that his proposal has been accepted and the contract awarded to him by this Commission subject to its being consented to by the Board of Estimate and Apportionment as required by law.

Resolved, That it be referred to counsel to the Commission to inquire into the sufficiency of the securities proposed to be given by the said Frederick L. Cranford, and in behalf of the Commission to do any such act as may be necessary and incidental to the furnishing of a proper bond.

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

I, Travis H. Whitney, Secretary of the Public Service Commission for the First District, do hereby certify, that I have compared the above with the original adopted by said Commission on September 16, 1912, and that it is a correct transcript therefrom and of the whole of the original.

In testimony whereof, I have hereunto subscribed my hand and affixed the seal of the Commission this 16th day of September, 1912.

(SEAL) TRAVIS H. WHITNEY, Secretary.

Public Service Commission for the First District—Invitation to Contractors and Forms of Contract, Bond and Contractor's Proposal for Construction of a Part of a Rapid Transit Railroad, Portion of Lexington Avenue Route (Route No. 5), Section No. 1-A.

Form finally adopted by the Commission August 14, 1912, and approved as to form by the Corporation Counsel and filed on Commencement of Advertisement of Invitation to Contractors.

INVITATION TO CONTRACTORS.

Part of Lexington Avenue Route.

The City of New York, acting by the Public Service Commission for the First District (hereinafter called "the Commission") invites proposals to construct Section No. 1-A of the Lexington Avenue Rapid Transit Railroad.

The points within the City between which the said part is to run and the route or routes to be followed are briefly as follows:

> Section No. 1-A. Beginning at a point under Church Street, in the Borough of Manhattan, about eighty (80) feet north of the center line of Dey Street and extending thence under Church Street, private property, Vesey Street and again under private property to Broadway between Vesey and Barclay Streets, and thence under Broadway to a point about seventy-five (75) feet south of the center line of Park Place.

The general plan of construction calls for a subsurface railroad having two tracks. For the greater portion of the distance the construction consists of two single-track tunnels, which are more particularly indicated on the contract drawings.

Bidders will not be required to provide or lay track, ties or ballast.

The work of construction under the contract will include the construction of all necessary sewers and connections, along the route of the railroad; also the necessary support, maintenance, readjustment and reconstruction of vaults adjacent to buildings, pipes, tubes, conduits, subways or other subsurface structures; the support and care, including underpinning where necessary, of all buildings, monuments, surface, subsurface and elevated railroads and other structures, etc., affected by or interfered with during the construction of the work; also the restoration of the sidewalks and the temporary paving and maintenance of roadways.

The method of construction will be partly by trench excavation under cover, unless otherwise permitted by the Commission, and partly by tunnel as set forth in the form of contract.

Bidders must examine the form of contract and the specifications, maps and plans; must visit the location of the work and inform themselves of the present conditions along the line thereof and make their own estimates of the facilities and difficulties attending the execution of the proposed work.

A fuller description of the work to be done is set forth and other requirements, provisions, details and specifications are stated in the printed form of contract and in the contract drawings therein referred to. Printed copies of the form of contract, bond and contractor's proposal may be had on application at the office of the Commission, No. 154 Nassau Street, Borough of Manhattan, City of New York. The contract drawings may be inspected at the same office, and copies thereof may be purchased by prospective bidders on payment of five dollars ($5.00). The printed form of contract and the contract drawings are to be deemed a part of this invitation.

Partial payments to the Contractor will be made monthly as the work proceeds as provided in the form of contract.

The Contractor will be required to complete the work as soon as practicable and within a period of forty (40) months.

Sealed bids or proposals will be received at the office of the Commission at No. 154 Nassau Street, Borough of Manhattan, City of New York, until the 11th day of September, 1912, at twelve (12) o'clock noon, at which time, or at a later date to be fixed by the Commission, the proposals will be publicly opened.

Proposals must be in the form prescribed by the Commission, copies of which may be obtained at the office of the Commission.

A statement based upon estimate of the Engineer, of the quantites of the various classes of the work and of the nature and extent as near as practicable of the work required is to be found in the schedule forming a part of the form of Contractor's Proposal. The quantities given in such schedule are approximate only, being given as a basis for the uniform comparison of bids and no claim is to be made against the City on account of any excess or deficiency, absolute or relative, in the same, except as provided in the specifications and form of contract.

All proposals must, when submitted, be enclosed in a sealed envelope endorsed *"Proposal for Constructing Part of Rapid Transit Railroad—Route No. 5, Section No. 1-A,"* and must be delivered to the Commission or its Secretary; and in the presence of the person submitting the proposal, it will be deposited in a sealed box in which all proposals will be deposited. No proposal will be received or deposited unless accompanied by a separate certified check drawn upon a national or state bank or trust company having its principal office in the City of New York, satisfactory to the Commission and payable to the order of the Comptroller of The City of New York for the sum of fifteen thousand ($15,000) dollars. Such check must not be enclosed in the envelope containing the proposal.

The Unit Prices must not be improperly balanced, and any bid which the Commission considers detrimental to the City's interests may be rejected.

No proposal after it shall have been deposited with the Commission will be allowed to be withdrawn for any reason whatever.

The award of the contract will be made by the Commission as soon as practicable after the opening of the proposals.

Bidders whose proposals are otherwise satisfactory, in case the sureties or securities named by them are not approved by the Commission, may substitute in their proposals the names of other sureties or securities approved by the Commission, but such substitution must be made within five days after notice of disapproval, unless such period is extended by the Commission.

A bidder whose proposal shall be accepted shall, in person or by duly authorized representative, attend at the said office of the Commission within ten days after the delivery of a notice by the Commission that his proposal is accepted and that the contract is consented to by the Board of Estimate and Apportionment, and such bidder shall then deliver a contract in the form referred to, duly executed and with its execution duly proved.

At the time of the delivery of the contract, the Contractor will be required to furnish security to the City by giving a bond for fifty thousand ($50,000) dollars. At the option of the successful bidder cash or approved securities may be deposited instead of giving a bond. If securities are deposited in place of a bond under this contract, they must be of the character of securities in which savings banks may invest their funds and must be approved by the Commission.

The Contractor's bond must be in the form annexed to the form of contract.

In addition and as further security fifteen (15%) per centum of the amounts certified from time to time to be due to the Contractor will be deducted until the amounts so deducted and retained shall equal the sum of one hundred thousand ($100,000) dollars. Thereafter there shall be so deducted and retained for such purpose ten (10%) per centum of the amounts certified from time to time to be due to the Contractor. The Contractor may from time to time withdraw portions of the amounts so retained upon depositing in lieu thereof corporate stock of The City of New York equal in market value to the amounts so withdrawn.

In case of failure or neglect to execute and deliver the contract or to execute and deliver the required bond or to make the required deposit, such bidder will, at the option of the Commission, be deemed either to have made the contract or to have abandoned the contract. In the latter case the Commission will give notice thereof to such defaulting bidder, and the Commission may thereupon proceed to make another contract with such, if any, of the original bidders, as, in the opinion of the Commission, it will be to the best interests of the City to contract with, or may by new advertisement invite further proposals. The defaulting bidder shall thereupon be liable to the City for all loss and damage by it sustained, including the excess, if any, of the amount it shall pay any other Contractor over the amount of the bid of such defaulting bidder.

If the Commission shall give notice to any bidder that his or its proposal is accepted and that the contract is consented to by the Board of Estimate and Apportionment, and if the bidder shall fail within ten days thereafter or within such further period, if any, as may be prescribed by the Commission, to execute and deliver the contract and to execute and deliver the bond with sureties, or to make the required deposit, then the Invitation to Contractors and proposal accepted as aforesaid shall be a contract binding the bidder to pay to the City the damage by it sustained by reason of such failure, and in such case the bidder shall, by the terms of the proposal, absolutely assign to the City the ownership of the check accompanying his or its proposal as a payment on account of such damages.

All such deposits made by bidders whose proposals shall not be accepted by the Commission will be returned to the person or persons making the same within five days after the contract shall be executed and delivered. The deposit of the successful bidder will be returned when the contract is executed and its provisions in respect of the bond or deposit are complied with.

The right to reject any and all bids is reserved.

New York, August 14, 1912.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
By William R. Willcox, Chairman.
Travis H. Whitney, Secretary.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.

Contract for the Construction of a Part of a Rapid Transit Railroad, Route No. 5, Section No. 1-A.

Approved as to form this 14th day of August, 1912.
JOHN L. O'BRIEN, Acting Corporation Counsel.

RAPID TRANSIT RAILROAD.

Contract.

Route No. 5, Section No. 1-A.

Agreement made this day of , 1912, between The City of New York, hereinafter called the City, acting by the Public Service Commission for the First District, hereinafter called the Commission, party of the first part, and Frederick L. Cranford, hereinafter called the Contractor, party of the second part.

Whereas, the Commission in behalf of the City by due advertisement, pursuant to law, has invited contractors to submit to the Commission proposals for making this contract; and

Whereas, the Contractor has thereupon duly submitted to the Commission a proposal, which has been accepted; and

Whereas, the Board of Estimate and Apportionment of The City of New York has consented to this contract;

Now, therefore, in consideration of the mutual covenants and agreements hereinafter contained, and under the authority of chapter 4 of the laws of 1891, entitled, "An Act to provide for Rapid Transit Railways in Cities of over One Million Inhabitants," and of the various acts amending the same, the parties do hereby, the City for itself and its successors and the Contractor for himself, his executors, administrators and assigns agree each with the other as follows:

I.

General Provisions and Definitions.

Outline of Contract.

Article I. The Contractor agrees to construct the part hereinafter described of a Rapid Transit Railroad, with its appurtenances. The City agrees to pay the

Contractor the sums of money hereinafter mentioned at the times and in the manner and upon the terms and conditions hereinafter set forth.

Brief Description of Works.

Article II. The Railroad to be constructed under this contract forms a part of a certain route adopted by the Board of Rapid Transit Railroad Commissioners for The City of New York on May 12, 1905, and which as modified is known as the Lexington Avenue Route—or Route No. 5. The part to be constructed under this contract consists of

Section No. 1-A.

Section No. 1-A—Church and Dey Streets to Broadway and Park Place.

Beginning at a point under Church Street, in the Borough of Manhattan, about eighty (80) feet north of the centre line of Dey Street and extending thence under Church Street, private property, Vesey Street and again under private property to Broadway between Vesey and Barclay Streets, and thence under Broadway to a point about seventy-five (75) feet south of the centre line of Park Place.

The precise location of the tracks, and the dimensions and other characteristics of the Railroad are more fully stated in the specifications forming a part of this contract, and in the detailed drawings and plans hereinafter mentioned.

Statutes Incorporated Herein.

Article III. This contract is made pursuant to the Rapid Transit Act, which is to be deemed a part hereof as if it were incorporated herein.

Marginal Notes, etc.

Article IV. Titles, headings, running headlines and marginal notes are printed hereon merely for convenience and shall not be deemed to be any part of this contract for any purpose whatever.

Definitions of Words.

Article V. The following words and expressions used in this contract shall, except where by the context it is clear that another meaning is intended, be construed as follows:

"City."

(1) The word "City" to mean The City of New York, and any other corporation or division of government to which the ownership, rights, powers and privileges of The City of New York under the Rapid Transit Act, shall hereafter come, belong or appertain.

"Commission."

(2) The word "Commission" to mean the Public Service Commission for the First District, and any other board, body, commission, official or officials, to which or to whom the powers now belonging to the said Commission in respect of the location, construction, equipment, maintenance and operation of Rapid Transit Railroads under the provisions of the Rapid Transit Act shall, by virtue of any act or acts, hereafter pass or be held to appertain.

"Contractor."

(3) The word "Contractor" to mean the party of the second part to this contract, and his executors, administrators and assigns and any and every person or corporation who or which shall at any time be liable in the place or for the party of the second part to perform any obligations under this contract assumed by the said party of the second part. For convenience the Contractor is hereinafter referred to as if the Contractor were an individual. The word "he" shall, as the sense may require, include "it," "she" and "they"; the word "him" shall include "her," "it" and "them"; and the word "his" shall include "its," "her" and "their."

"Comptroller."

(4) The word "Comptroller" to mean the Comptroller of The City of New York, and the officer or board to whom or to which his powers now existing under the Rapid Transit Act shall come to appertain.

"Engineer."

(5) The word "Engineer" to mean the Chief Engineer of the Commission or his duly authorized representative and any successor or successors duly appointed or any deputy or substitute for him who shall be appointed by the Commission or by its authority.

"Rapid Transit Act."

(6) The words "Rapid Transit Act" to mean chapter 4 of the laws of 1891 as amended by chapters 102 and 556 of the laws of 1892, chapters 528 and 752 of the laws of 1894, chapter 519 of the laws of 1895, chapter 729 of the laws of 1896, chapter 616 of the laws of 1900, chapter 587 of the laws of 1901, chapters 533, 542, 544 and 584 of the laws of 1902, chapters 562 and 564 of the laws of 1904, chapters 599 and 631 of the laws of 1905, chapters 472, 606 and 607 of the laws of 1906, chapter 429 of the laws of 1907, chapter 498 of the laws of 1909, chapters 205, 504, 505 and 506 of the laws of 1910, chapter 888 of the laws of 1911, and chapter 226 of the laws of 1912, or as heretofore otherwise amended.

"Railroad."

(7) The word "Railroad" to mean the part which the Contractor agrees by this contract to build, together with all appurtenances thereto which are to be constructed or provided by the Contractor.

"The Works."

(8) The words "the Works" to mean all of the matters and things herein agreed to be furnished or done by or on the part of the Contractor.

"New York."

(9) The words "New York" to mean the City of New York according to its boundaries at the date of this contract.

"Daily Newspaper."

(10) The words "daily newspaper" to mean any paper regularly published in New York on every day or every day except Sundays and holidays.

"Notice," "Direction."

(11) The word "notice" to mean a written notice. The word "direction" to mean a written direction.

Wherever in the specifications or upon the drawings the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended, and similarly the words "approved," "acceptable," "satisfactory" or words of like import shall mean approved by or acceptable or satisfactory to the Engineer.

Legal Address of Contractor—Address May Be Changed.

Article VI. The address given in the bid or proposal, upon which this contract is founded, is hereby designated as the place where all notices, directions and other communications to the Contractor shall be certified, mailed or delivered. The delivering at the above-named place or depositing in a post-paid wrapper directed to the above place, in any post-office box regularly maintained by the Post-office Department, of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Commission. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally.

Contractor Responsible for Acts of Sub-contractor's Employees.

Article VII. If the Contractor shall cause any part of this contract to be performed by a sub-contractor, the provisions of this contract shall apply to such sub-contractor and his officers, agents and employees in all respects, as if he and they were employees of the Contractor; and the Contractor shall not be in any manner thereby discharged from his obligations and liabilities hereunder, but shall be liable hereunder for all acts and negligence of the sub-contractor, his officers, agents and employees as if they were employees of the Contractor. The employees of the sub-contractor shall be subject to the same provisions hereof as employees of the Contractor; and the work or materials furnished by the sub-contractor shall be subject to the provisions hereof, as if furnished directly by the Contractor.

Commission May Disapprove Sub-contractors.

Article VIII. The Contractor, before making any sub-contract of the work, shall state in writing to the Commission the name of the proposed sub-contractor, the portion of the work which such sub-contractor is to do or the materials which such sub-contractor is to furnish, the place of business of such sub-contractor and such other information as the Commission may require. The Commission shall have the right to require the Contractor not to award any sub-contract to a person, firm or corporation disapproved of by the Commission.

II.

WORK TO BE DONE, PRICES, ETC.

Work to be Done.

Article IX. The Contractor shall do all the work and furnish all the materials, plant, tools and appliances necessary or proper for performing and completing the work of constructing the Railroad in the manner and within the time hereinafter specified. He shall complete the Railroad and do all work and furnish all labor and materials in and about the construction of the Railroad to the satisfaction of the Commission and in accordance with this contract and the specifications and drawings herein mentioned at the prices herein agreed upon and fixed therefor; provided, however, that said contract drawings may from time to time be altered or modified as hereinafter provided.

Construction Includes Incidental Work.

Article X. In order to construct the Railroad it will be necessary to take up and relay the sidewalk pavement or other surface material, and to lay and maintain a temporary pavement in the roadways, to protect, support and maintain during construction all buildings and other structures, including their foundations, and all surface, subsurface and elevated railroads, water mains, gas pipes, electric subways, poles and wires, pneumatic tubes, steam pipes, vaults, including vaults of abutting property, and other surface, subsurface and overhead structures, together with their necessary connections, as the same may be met with along the route; build sewers both along the route and other streets; to make or remake the necessary manholes, catch basins and other sewer connections therewith; to move, alter, readjust or rebuild water mains, gas pipes, electric subways, pneumatic tubes, steam pipes, vaults, including vaults of abutting property, and other subsurface structures, together with their necessary connections; and to do all such additional and incidental work as may be necessary for the completion of the Railroad and the reconstruction and restoration of the street pavements or other surfaces (except as herein provided in respect of temporary pavements for roadways), adjacent to the route of the Railroad and which may have been directly or indirectly disturbed or injured by the Contractor in the progress of the work of construction, to as useful and good a condition as existed before construction shall have been begun. All such work of every description, including underpinning, wherever necessary, of all buildings or structures of whatsoever nature, monuments, and surface, subsurface and elevated railroads, affected by or interfered with during the construction of the Railroad, is part of the work which is included in this contract and which the Contractor agrees to perform for the prices herein agreed upon.

Prices.

Article XI. The City will pay and the Contractor shall receive in full compensation for furnishing the necessary plant and all the materials and labor, and for performing and completing all the work which is necessary or proper to be furnished or performed in order to complete the Railroad (including all incidental work) and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of any description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, the following prices, to wit:

SCHEDULE OF UNIT PRICES.

Item 1. For earth excavation above mean high water (except excavation for sewers and pipes), including the disposal of it, etc., the sum of Six and 22-100 dollars ($6.22-100) per cubic yard.

Item 2. For earth excavation below mean high water (except excavation for sewers and pipes), including the disposal of it, etc., the sum of Twelve and no-100 dollars ($12.00-100) per cubic yard.

Item 2-A. For earth excavation, both above and below mean high water, for sewers and pipes, including the disposal of it, etc., the sum of Six and no-100 dollars ($6.00-100) per cubic yard.

Item 3. For rock excavation (except excavation for sewers and pipes), including the disposal of it, etc., the sum of One and no-100 dollars ($1.00-100) per cubic yard.

Item 4. For underpinning buildings, including all incidental work and material, as follows:

(a) For buildings less than seven (7) stories in height the sum of Eighty-five and no-100 dollars ($85.00-100) per lineal front foot of building underpinned.

(b) For buildings from seven (7) to twelve (12) stories in height the sum of Two hundred and fifty and no-100 dollars ($250.00-100) per lineal front foot of building underpinned.

(c) For buildings over twelve (12) stories in height the sum of Three hundred and fifty and no-100 dollars ($350.00-100) per lineal front foot of building underpinned.

Item 4-A. For the Astor House, as called for in Section No. 96 of the Specifications, the sum of Seventy-five thousand and no-100 dollars ($75,000.00-100).

Item 4-B. For the St. Paul's School and Vestry Office, as called for in Section No. 96 of the Specifications, the sum of Thirty-five thousand and no-100 dollars ($35,000.00-100).

Item 5. For tunnel excavation (except tunneling for sewers), including the disposal of material, timbering, etc., the sum of Nine and 50-100 dollars ($9.50-100) per cubic yard.

Item 6. For concrete masonry, in place, the sum of Ten and 25-100 dollars ($10.25-100) per cubic yard.

Item 7. For protective concrete masonry, in place, outside of waterproofing, the sum of Nine and no-100 dollars ($9.00-100) per cubic yard.

Item 8. For rubble stone masonry, in place, the sum of Six and no-100 dollars ($6.00-100) per cubic yard.

Item 8-A. For dry rubble masonry, in place, the sum of Five and no-100 dollars ($5.00-100) per cubic yard.

Item 9. For brick masonry, in place, the sum of Twelve and no-100 dollars ($12.00-100) per cubic yard.

Item 10. For hollow terra cotta brick masonry, in place, the sum of Twelve and no-100 dollars ($12.00-100) per cubic yard.

Item 11. For grout of Portland cement, the sum of Four and no-100 dollars ($4.00-100) per barrel of Portland cement used.

Item 12. For timber piles, in place and prepared, the sum of One and 50-100 dollars ($1.50-100) per lineal foot.

Item 13. For timber foundations, placed and fastened, the sum of Seventy-five and no-100 dollars ($75.00-100) per thousand feet, board measure.

Item 14. For broken stone or gravel, in place, other than that used in concrete, the sum of Two and 25-100 dollars ($2.25-100) per cubic yard.

Item 15. For waterproofing, treated woven fabric, laid with pitch or asphaltum, in place, as follows:

(a) For one-ply, the sum of Fifty-five cents ($0.55-100) per square yard.

(b) For two-ply, the sum of Sixty-five cents ($0.65-100) per square yard.

(c) For three-ply, the sum of Seventy-five cents ($0.75-100) per square yard.

(d) For four-ply, the sum of Ninety cents ($0.90-100) per square yard.

(e) For five-ply, the sum of One and 10-100 dollars ($1.10-100) per square yard.

(f) For six-ply, the sum of One and 30-100 dollars ($1.30-100) per square yard.

Item 16. For waterproofing, brick laid in asphalt mastic, in place, the sum of Twenty-seven and no-100 dollars ($27.00-100) per cubic yard.

Item 17. For vitrified or cast iron drain pipe, in place, as follows:

(a) For twelve (12) inch vitrified pipe, the sum of One and 25-100 dollars ($1.25-100) per lineal foot.

(b) For ten (10) inch vitrified pipe, the sum of One and 10-100 dollars ($1.10-100) per lineal foot.

(c) For eight (8) inch vitrified pipe, the sum of One and no 100 dollars ($1.00-100) per lineal foot.

(d) For six (6) inch vitrified pipe, the sum of Eighty-five cents ($0.85-100) per lineal foot.

(e) For four (4) inch vitrified pipe, the sum of Seventy-five cents $0.75-00) per lineal foot.

(f) For eight (8) inch cast iron pipe, the sum of One and 50-100 dollars ($1.50-100) per lineal foot.

(g) For six (6) inch cast iron pipe, the sum of One and 25-100 dollars ($1.25-100) per lineal foot.

(h) For four (4) inch cast iron pipe, the sum of One and no 100 dollars ($1.00-100) per lineal foot.

Item 17-A. For cast-iron pipe and fittings, including specials, "extra heavy," in place, the sum of

For six (6) inch, the sum of Three and no 100 dollars ($3.00-100) per lineal foot.

Item 18. For tunnel ducts in place as required by Section No. 288 of the Specifications, the sum of Fourteen cents ($0.14-100) per duct foot.

Item 19. For riveted steel, painted and erected, the sum of Seventy and no 100 dollars ($70.00-100) per ton of two thousand pounds.

Item 20. For steel beams and shapes with connections, painted and erected, the same of Sixty-five and no 100 dollars ($65.00-100) per ton of two thousand pounds.

Item 21. For steel rods and bars built in concrete, the sum of Fifty-five and no 100 dollars ($55.00-100) per ton of two thousand pounds.

Item 22. For cast-iron tunnel lining, in place in the work, including the placing of bolts and washers and caulking of joints, etc., the sum of Fifty-one and no 100 dollars ($51.00-100) per ton of two thousand pounds.

Item 23. For steel bolts and washers for tunnel lining, the sum of Eighty-four and no 100 dollars ($84.00-100) per ton of two thousand pounds.

Item 25. For miscellaneous iron castings (other than tunnel lining) such as manhole heads and covers, gratings, etc., but not including castings for sewer work or pipes, in place, the sum of Seventy-five and no 100 dollars ($75.00-100) per ton of two thousand pounds.

Item 26. For wire mesh, in place, the sum of Ten cents ($0.10-100) per pound.

Item 27. For one and one-half (1½) inch galvanized iron pipe hand-rail, in place, including expansion bolts, etc., the sum of Fifty cents ($0.50-100) per lineal foot.

Item 28. For steel gratings, for ventilation, in place, including frames, etc., the sum of Two and 25-100 dollars ($2.25-100) per square foot.

Item 30. For street surface restored:

(a) For street surface, except roadways, the sum of Two and 25-100 dollars ($2.25-100) per square yard.

(b) For temporary restoration and maintenance of roadways, the sum of Two and 25-100 dollars ($2.25-100) per square yard.

SEWERS.

Vitrified and Cast-iron Pipe.

Item 38. For fifteen (15) inch vitrified pipe sewer, the sum of Three and no 100 dollars ($3.00-100) per lineal foot.

Item 39. For eighteen (18) inch vitrified pipe sewer, the sum of Three and 50-100 dollars ($3.50-100) per lineal foot.

Egg-shaped Brick or Concrete Sewers.

Item 45. For 3 ft. 6 in. x 2 ft. 4 in., the sum of Seven and 50-100 dollars ($7.50-100) per lineal foot.

Surface and Sub-surface Structures.

Item 75. For street surface railroads, including the support, reconstruction, rebuilding, etc., where necessary (but not including permanent masonry supports, if required and added, and not including additional vaults, if required and constructed, in excess of the number existing), as follows:

(a) For electric railroads, the sum of Fifteen and no 100 dollars ($15.00-100) per lineal foot of single track.

(b) For horse railroads, the sum of Five and no 100 dollars ($5.00-100) per lineal foot of single track.

Item 76. For the temporary and permanent support and maintenance of elevated railroad structures and all work incidental thereto, the sum of Five hundred and no 100 dollars ($500.00-100) per column.

Pipes in Streets.

For Work and Materials as Called for by Section No. 62 of the Specifications.

Water and Gas Pipes.

Water Pipes.

For water pipes in place, as follows:

Item 78. For 4-inch water pipe, the sum of One and 10-100 dollars ($1.10-100) per lineal foot.

Item 79. For 6-inch water pipe, the sum of One and 30-100 dollars ($1.30-100) per lineal foot.

Item 82. For 12-inch water pipe, the sum of Two and no 100 dollars ($2.00-100) per lineal foot.

Item 83. For 16-inch water pipe, the sum of Two and 50-100 dollars ($2.50-100) per lineal foot.

Item 84. For 20-inch water pipe, the sum of Three and 25-100 dollars ($3.25-100) per lineal foot.

Item 85. For 24-inch water pipe, the sum of Four and no 100 dollars ($4.00-100) per lineal foot.

Gas Pipes.

For gas pipes in place, as follows:

Item 90. For 4-inch gas pipe, the sum of One and 10-100 dollars ($1.10-100) per lineal foot.

Item 91. For 6-inch gas pipe, the sum of One and 30-100 dollars ($1.30-100) per lineal foot.

Item 92. For 8-inch gas pipe, the sum of One and 50-100 dollars ($1.50-100) per lineal foot.

Item 94. For 12-inch gas pipe, the sum of Two and no 100 dollars ($2.00-100) per lineal foot.

Item 95. For 16-inch gas pipe, the sum of Two and 50-100 dollars ($2.50-100) per lineal foot.

Item 96. For 20-inch gas pipe, the sum of Three and no 100 dollars ($3.00-100) per lineal foot.

By-Passing Gas Pipes.

Item 99-A. For by-passing pipes, in place, as follows:

(a) For 6-inch by-passing pipe, the sum of one and 50-100 dollars ($1.50-100) per linear foot.

(b) For 8-inch by-passing pipe, the sum of one and 50-100 dollars ($1.50-100) per linear foot.

(d) For 12-inch by-passing pipe, the sum of three and no-100 dollars ($3.00-100) per linear foot.

(e) For 16-inch by-passing pipe, the sum of five and no-100 dollars ($5.00-100) per linear foot.

New Cast-Iron Hub and Spigot Water and Gas Pipe.

Item 100. For new cast-iron hub and spigot straight pipe delivered on the work, the sum of forty and no-100 dollars ($40.00-100) per ton of two thousand pounds.

Item 101. For new cast-iron hub and spigot pipe, special castings, delivered on the work, the sum of sixty-five and no-100 dollars ($65.00-100) per ton of two thousand pounds.

High Pressure Fire System Pipes, Standard Spigot and Grooves.

For high pressure first system pipe in place, as follows:

Item 102. For 8-inch high pressure fire system water pipe, the sum of three and no-100 dollars ($3.00-100) per linear foot.

Item 103. For 12-inch high pressure fire system water pipe, the sum of five and no-100 dollars ($5.00-100) per linear foot.

Item 104. For 16-inch high pressure fire system water pipe, the sum of six and no-100 ($6.00-100) per linear foot.

New Cast-Iron Spigot and Groove Pipe for High Pressure Fire System.

Item 107. For new cast-iron spigot and groove straight pipe, delivered on the work, the sum of fifty and no-100 dollars ($50.00-100) per ton of two thousand pounds.

Item 108. For new cast-iron spigot and groove pipe, special castings, delivered on the work, the sum of seventy-five and no-100 dollars ($75.00-100) per ton of two thousand pounds.

Steam Pipes.

For steam pipe, in place, as follows:

Item 111. For 10-inch steam pipe, the sum of four and no-100 dollars ($4.00-100) per linear foot.

Item 112. For 12-inch steam pipe, the sum of four and 50-100 dollars ($4.50-100) per linear foot.

Item 113. For 15-inch steam pipe, the sum of five and no-100 dollars ($5.00-100) per linear foot.

New Steel Welded Flanged Steam Pipe, Delivered on the Work, as Follows:

Item 117. For 10-inch steam pipe, the sum of one and 50-100 dollars ($1.50-100) per linear foot.

Item 118. For 12-inch steam pipe, the sum of two and no-100 dollars ($2.00-100) per linear foot.

Item 119. For 15-inch steam pipe, the sum of two and 50-100 dollars ($2.50-100) per linear foot.

Air Pipes.

For air pipe, in place, as follows:

Item 122. For 8-inch air pipe, the sum of three and no-100 dollars ($3.00-100) per linear foot.

New Air Pipe, Delivered on the Work.

Item 124. For new 8-inch air pipe, delivered on the work, the sum of two and no-100 dollars ($2.00-100) per linear foot.

Ducts in Streets.

Electric Ducts and Conduits in Streets.

(Other than tunnel ducts and street railroad ducts which are provided for in Items 18 and 75-a.)

Item 127. For electric ducts and conduits in place, as provided in Section No. 63 of the Specifications, the sum of sixty cents ($0.60-100) per duct foot.

Work Not Susceptible of Classification.

Article XII. In case any work or materials shall be required to be done or furnished in or about the Works—whether specified herein or indicated on the plans or not—which are not susceptible of classification under the Schedule of Unit Prices, the Contractor shall and will if ordered by the Engineer do and perform such work and furnish such materials at and for the actual and necessary net cost in money to the Contractor for labor and for material, where new material is used, and in addition thereto ten per centum (10%) of such net cost for the use of tools and plant, superintendence and all other expenses incidental to the performance of such work and the furnishing of such material, and the Contractor shall have no further claim in excess of the above; but this method of payment shall not apply to the performance of any work or the furnishing of any material which in part or in whole is susceptible of classification under such schedule, which work or material shall be paid for in part or in whole, as the case may be, at the unit price given in such schedule, except as herein otherwise *expressly* provided.

In case any work or material shall be required to be done or furnished under the provisions of this Article, for cost plus ten (10%) per centum, the Contractor shall at the end of each day during the progress thereof furnish to the Engineer daily time slips showing the name and number of each workman employed thereon, the number of hours employed thereon, the character of work he is doing and the wages paid or to be paid to him, and also a daily memorandum of the material delivered on the work showing the amount and character of such material, from whom purchased and the amount paid or to be paid therefor. If required, the Contractor shall produce any books, vouchers, records or memoranda showing the work and materials actually paid for and the actual prices therefor.

Quantities Approximate Only.

Article XIII. It is expressly understood and agreed that the quantities of the various classes of work to be done and materials to be furnished under this contract, specified in the Contractor's Proposal, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the Works under this contract; and neither the City, nor the Commission, nor any member of the Commission, is to be held responsible that any of the said estimated quantities shall, by reason of inaccuracies, or changes in the Works, be found even approximately correct in the construction of the Works; and the Contractor shall make no claim for anticipated profit, or for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities stated in the Contractor's Proposal.

Right of Commission to Amplify Plans.

Article XIV. The Commission shall have the right, during the progress of the work, to amplify the plans, to add explanatory specifications and to furnish additional specifications and drawings.

Plans May Be Modified.

Article XV. The Commission further reserves the right to change the location and to alter, in any way it may deem necessary for the public interests, the drawings aforesaid, in part or altogether, at any time during the progress of the work, without constituting grounds for any claim by the Contractor for payment or allowance for damages or extra service other than is provided for items of the different classes of construction shown in the schedule, or where not susceptible of classification, then as otherwise provided herein.

Contractor Bound to Complete in Best Manner.

Article XVI. The Contractor shall complete the entire work in accordance with the specifications and contract drawings and according to the other provisions of this contract and within the times specified in this contract, in the most workmanlike manner and with the highest regard to the safety of life and property and according to the lines, levels and directions given by the Engineer, for the prices herein agreed upon.

Best Materials, Machinery, Tools, etc., to be Used.

Article XVII. The Contractor shall furnish of the best description all materials, machinery, implements, tools and labor necessary to construct and put in complete working order all work covered by the specifications, contract drawings and provisions of this contract, including all additional specifications, drawings and details issued or required as herein provided for the prices hereinbefore agreed upon.

Contractor Has Examined Location, Plans, Etc.

Article XVIII. The Contractor hereby represents that prior to the execution of this contract he has examined in detail on the ground the location mentioned herein and indicated on the plans, and that he has fully examined the plans and has read each and every clause and section of this contract and the specifications and has had full opportunity to consider the same and make necessary investigations relating thereto; and he agrees that he will not make any claim for, or have any right to, damages or an extension of time for completion of the Works, or any other concession, because of any misinterpretation or misunderstanding of this contract or the specifications or of the plans, or because of any lack of information.

No Acceptance to Obviate the Necessity for Sound Work, Etc.

Article XIX. No acceptance of any part of the Works or of materials therefor shall relieve the Contractor of his obligation to furnish sound material and perform sound work, whether with respect to such part or to any part of the Works.

Inspection.

Article XX. The Commission contemplates, and the Contractor hereby approves, the most thorough and minute inspection by the Commission and its Engineer, and by their representatives or subordinates, of all work and materials and of the manufacture or preparation of such materials from the beginning of Construction to the final completion of the Works. It is the intention of the Commission that its Engineer shall draw the attention of the Contractor to all errors or variations from the requirements of this contract or other defects in workmanship or materials. But it is expressly agreed that no omission on the part of the Commission or its Engineer or any officer, member or subordinate of the Commission to point out such errors, variations or defects shall give the Contractor any right or claim against the City or shall in any way relieve the Contractor from his obligations according to the terms of this contract.

Contractor to Afford Facilities for Inspection.

Article XXI. The Contractor shall at all times give to the Commission and its members, to the Engineer and his assistants and subordinates, and any person designated by the Commission or its Chairman, all facilities, whether necessary or convenient, for inspecting the materials to be furnished and the work to be done under this contract. The members of the Commission, the Engineer and all employees of the Commission bearing his authorization or the authorization of the Commission or its Chairman, shall be admitted at any time summarily and without delay to any part of the Works or to inspection of materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer to be Furnished Facilities.

Article XXII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the work is in accordance with the requirements and intention of this contract, even to the extent of uncovering or taking down portions of finished work. Should the work thus exposed or examined prove satisfactory, the uncovering or taking down and the replacing of the covering or the making good of the parts removed shall be paid for at the contract prices for the class of work done; but should the work exposed or examined prove unsatisfactory, such uncovering, taking down, replacing and making good shall be at the expense of the Contractor.

Inspection Not to Relieve Contractor of Obligations.

Article XXIII. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein prescribed, and defective work shall be made good and unsuitable materials will be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the work or any part thereof shall be found defective before the final acceptance of the whole work, the Contractor shall forthwith make good such defect, in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work, or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials.

Engineer's Determination—To Be Final and Conclusive Upon Contractor.

Article XXIV. To prevent disputes and litigations, the Engineer shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract; shall determine all questions in relation to the Works and the construction thereof, and shall in all cases determine every question which may arise relative to the fulfillment of this contract on the part of the Contractor. His determination and estimate shall be final and conclusive upon the Contractor, and in case any question shall arise between the parties hereto, touching this contract, such determination and estimate shall be a condition precedent to the right of the Contractor to receive any money under this contract.

Engineer to Explain.

Article XXV. The Engineer shall make all necessary explanations as to the meaning and intention of the specifications, shall give all orders and directions contemplated therein or thereby and in every case in which a difficult or unforeseen condition shall arise in the performance of the work required by this contract.

Other Contractors.

During the progress of the work it will be necessary for other contractors and persons to do work in or about the construction or equipment of the Railroad. The Contractor shall afford to such other contractors or persons such facilities as the Engineer may require.

Differences Between Contractor and Other Contractors.

Any differences or conflicts which may arise between the Contractor and other contractors of the Commission in regard to their work shall be adjusted and determined by the Engineer.

Substitute for Chief Engineer.

Article XXVI. Any engineer substituted by the Commission in place of the Chief Engineer during his absence, illness or inability or when the Commission shall so determine, shall, during his official connection, have all the power and authority of the Chief Engineer, and in all respects be recognized as such Chief Engineer.

III.

SPECIFICATIONS.

Specifications and Drawings Subject to Requirement of Railroad of Highest Class—Where Text of Contract Doubtful, Best Materials and Workmanship Required.

Section No. 1. The specifications and contract drawings hereinafter mentioned and taken in connection with the other provisions of this contract are intended by the Commission to be full and comprehensive, and to show all the work required to be done. But in a work of this magnitude it is impossible either in advance to show all details, or precisely to forecast all exigencies. The specifications and contract drawings are to be taken, therefore, as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Railroad is intended to be constructed for actual use and operation as an interurban railroad of the highest class, adapted to the necessities of the people of New York, in the best manner, according to the best rules and usages of railroad construction, and in the event of any doubt as to the meaning of any portion or portions of the specifications or contract drawings, or of the text of the contract, the same shall be interpreted as calling for the best construction, both as to materials and workmanship, capable of being supplied or applied under the then existing local conditions. All the clauses of the specifications, and all the parts of the contract drawings, are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Construct in Accordance with Specifications.

Section No. 2. The Contractor shall construct and complete the Railroad strictly in accordance with the requirements of these specifications; if, in the specifications or contract, any detail or other matter or thing requisite be not mentioned, nevertheless the same is deemed to be included and the Contractor hereby undertakes to do the same as part of the work hereunder, at the unit prices for each class of work where applicable or as provided in Article XII of the contract.

Maps and Drawings.

Section No. 3. The contract plans referred to in the contract and specifications bear date December 15, 1911, are each countersigned by the Engineer, are stamped with the seal of the Commission, bear the general title:

ROUTE No. 5, SECTION No. 1-A.

Contract Drawing No.

and are designated or numbered as follows:

Nos. A-2½, B-200, B-201, B-229, C-1 to C-9, inclusive; C-401 and C-1001.

Typical Sections and Dimensions.

Section No. 4. The sections and dimensions shown on the contract drawings are typical sections and dimensions which should be applicable to the greater part of the work. Where, however, changes are deemed necessary they may be ordered under Article XV of the contract and the Engineer shall issue such plans and specifications as may be necessary.

Supplementary Drawings.

Section No. 5. In addition to the contract drawings already mentioned, the Commission has had prepared a set of maps and plans bearing the same seal and general title as the contract-drawings, but designated as Supplementary Drawings. These supplementary drawings exhibit certain information which the Commission has received from its Engineer of the nature of the soil underlying portions of the route, the nature and position of surface, subsurface and elevated railways, water mains, gas and other pipes, sewers, electric subways, manholes, hydrants, catch bains and other surface and subsurface structures. They also include some plans of the Astor House and of the St. Paul's School and Vestry Office.

Supplementary Drawings May Be Examined.

Section No. 6. These supplementary drawings can be seen at the office of the Engineer, also samples of material taken in connection with test borings. They are exhibited to the Contractor without any guarantee on the part of the Commission as to their completeness or correctness. The Contractor may have copies (blue prints) of these drawings for such aid, if any, as may be derived from them, on the payment of the cost of blue-printing.

In Case of Difficulties Not Indicated on Supplementary Drawings.

Section No. 7. If, upon opening the streets, by tunneling or otherwise, difficulties of any nature be encountered which are not indicated or suggested by the supplementary drawings, or by the samples of the test borings, or if additional surface or subsurface structures or obstructions be discovered or found of different size or in different positions or of different nature from those shown on the supplementary drawings, or if in any way such supplementary drawings be found erroneous, the Contractor shall take every necessary or proper precaution to overcome the unforeseen difficulty, and is to support, maintain, protect, remove, adjust or readjust, as the case may be, the additional or different surface or subsurface structures according to the direction of the Engineer, and as provided in this contract and these specifications.

Specifications Not Exclusive.

Section No. 8. It is expressly understood that the specifications do not include all requirements, but are requirements in addition to those heretofore or elsewhere given or provided in this contract. The specifications and other provisions of this contract, and the contract drawings, are intended to be explanatory of each other. Should, however, any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the explanation of the Engineer shall be final and conclusive.

Subdivisions of Specifications.

Section No. 9. These specifications are grouped in subdivisions as follows:

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1.

Brief Description of the Work.

General Nature.

Section No. 10. The Rapid Transit Railroad which is hereinbefore described is to be an underground railroad or subway, the general details of construction and the location of the various tracks, junctions, grades, etc., being indicated more particularly on the contract drawings.

Surface and Subsurface Structures.

Section No. 11. In addition to the construction of the Railroad, it will be necessary to do various incidental work which is generally referred to in Article X hereof.

Ventilating Chambers and Gratings.

Section No. 12. In order to provide for a frequent renewal of air in the Railroad, chambers for the installation of necessary ventilating devices shall be built at the sides of the Railroad and in connection therewith. These chambers shall be generally of the form and dimensions as shown on the plans, varying somewhat with the requirements of local conditions. They will be so arranged that the air will discharge through gratings placed generally in the sidewalks in the roofs of the chambers. If, owing to local conditions, it becomes necessary to lead the air to gratings or other outlets away from the chambers, suitable air-ways, ducts or flues shall be constructed.

The chambers will be built at the places and as indicated on the plans.

Section No. 13. Other openings with gratings will be built for the purpose of admitting air to the Railroad.

Section No. 14. The chambers will be provided with suitable doors or openings, and with ladders reaching to the street for use as exits in case of emergency.

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General Clauses.

Prevention of Water Percolation.

Section No. 15. It is the very essence of these specifications to secure a railroad structure underground which shall be free from the percolation of ground or outside water. The mixing and placing of the concrete and the placing and protection of the waterproofing shall be with this end in view.

Best Quality of Work.

Section No. 16. All materials and workmanship must be of the best class in every respect, and the Engineer is to be the sole judge of their quality and efficiency.

Rapidity and Safety.

Section No. 17. All the work shall be prosecuted in the manner, according to local conditions, best calculated to promote rapidity in construction, to secure safety to life and property and to reduce to the minimum any interference with abutting property and the public travel. Decking of the streets, paving, or other surface work affecting, or affected by, street traffic shall be prosecuted during such hours as will reduce such interference to a minimum. Night work shall be conducted, in accordance with the directions of the Engineer, so that annoyance to occupants of abutting property shall be reduced to a minimum, and the Engineer may, if in his judgment conditions so require, direct that night work be omitted.

Contract Section Part of System.

Section No. 18. The contract section embraced in this contract is one of a number of contract sections forming part of an extensive rapid transit railroad system, which the interests of the City imperatively require should be completed and put in operation without delay. If the Contractor shall fail so to prosecute his work that, in the judgment of the Engineer, it shall not be reasonably probable that the work will be completed within the time limited, the Contractor, if directed by the Commission, shall increase the number of shifts and the number of men in each shift as may be necessary to insure the completion of the work within the time required by this contract, or within the shortest possible time thereafter.

Emergencies.

Section No. 19. In case of emergencies involving danger to life or property, continuous work with an increased force may be ordered by the Engineer for such time as may be necessary.

Permits.

Section No. 20. No work shall be begun until the Commission shall issue to the Contractor a permit authorizing him to proceed. No permits for excavation will be issued until the Contractor has given satisfactory assurance to the Engineer that the material needed for construction has been acquired and is available. Such permits are to be in such form and to cover such portions of the work as the Commission shall prescribe.

When to Be Filed with Borough President.

Section No. 21. Before any opening is made in the surface of a street, a copy of the permit issued by the Commission shall have been filed with the Borough President not less than five days, unless the Engineer shall expressly direct work to begin within a less period.

Notice Regarding Commencement of Work.

Section No. 22. Before commencing work on any part of the route, whether on the Railroad or on the sewers lying off the line of the Railroad, the Contractor shall give notice in writing to the Engineer at least one (1) week in advance of his intention to commence such operations; and before commencing manufacture, or resuming manufacture, if the same has been suspended, of any article called for by these specifications, notice shall be given to the Engineer in writing at least one (1) week in advance, with the name and address of the maker and the amount and description of the material to be manufactured.

Shafts and Dumping Platforms.

Section No. 23. Plans showing the proposed location, and proposed methods of construction, of shafts, dumping platforms, etc., shall be submitted to the Engineer and receive his approval before permits will be granted for such plant and appliances to be constructed and put in operation.

Ordinances and Regulations.

Section No. 24. In all operations connected with the Works, all ordinances of the City, and of the Board of Health, so far as they may be valid and operative with respect thereto, and all laws of this State which are now applicable to and control or limit in any way the actions of those engaged in the work or affecting the materials belonging to them, shall be respected and strictly complied with, and the Contractor shall further strictly comply with all applicable Federal, State and Municipal regulations regarding the transportation in and around the City and Harbor of materials used in, or in connection with, the work.

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Requirements of Borough President, etc., to Be Observed.

Section No. 25. Whenever the construction of the Works under the provisions of this contract shall interfere with, disturb or endanger any sewer, waterpipe, gas-pipe, or other duly authorized sub-surface structure, the work of construction at such points shall be conducted in accordance with the reasonable requirements of the Borough President or the Commissioner of Water Supply, Gas and Electricity or other officer or local authority having the care of and the jurisdiction or control over such sub-surface structures so interfered with, disturbed or endangered.

Building and Water Permits, Shut-Offs for Water Pipes, etc.

Section No. 26. The Contractor shall procure all permits necessary or requisite for the underpinning of buildings and the reconstruction thereof; he shall, at his own cost, provide for the water supply necessary for his work and he shall bear the cost of any inspection charge in connection therewith. He shall bear the expense absolutely necessary in the bagging of gas pipes where it is necessary to cut off the supply of same and of the shutting off and restoration of the flow in water mains where such work applies to the maintenance and support thereof as provided in Section No. 61 of the specifications.

Storage on Cross-Streets.

Section No. 27. No materials of any nature shall be stored along the streets occupied by the Railroad. On cross-streets adjacent to the work, only such material may be stored as may be necessary, in case of an emergency, to sheet or to support the excavation; or a reasonable amount of such structural material as may be absolutely necessary to avoid delay in construction may be stored; such material must not be allowed to accumulate, but must be replenished from day to day. The amount to be so allowed shall be determined by the Engineer.

Material Stored.

Section No. 28. Excavated sand, gravel or stone that in the judgment of the Engineer is suitable for use in mortar, concrete, or masonry, also structural and other material to be used in the work, may be stored in such locations and for such periods as are approved by the Engineer.

Approval of Engineer Revocable.

Section No. 29. In any case material may only be so stored with the approval of the Engineer, revocable at any time; and if so ordered, such material shall be removed immediately on receipt of the order, or within a period of time to be therein stated.

Access to Fire Hydrants.

Section No. 30. Wherever the work is being carried on, free access must be given to every fire hydrant and fire alarm box, and when required hydrants shall be extended by suitable tube or piping to an accessible point as approved by the Engineer, and to the satisfaction of the Chief of the Fire Department. Materials must not be piled at any time or place within ten (10) feet of any fire hydrant or fire alarm box; and where materials are unavoidably piled or placed in the vicinity of a fire hydrant or fire alarm box, and to such height as to obscure a sight of the same, the position of such hydrant or fire alarm box shall be indicated by suitable signals, both day and night.

Work to Be Cleared.

Section No. 31. At his own expense and as directed from time to time by the Engineer, the Contractor is to clear the work, streets and all public places occupied by him of all refuse and rubbish that may accumulate from any source whatever and leave them in a neat condition; but this is in no way to be construed as placing upon the Contractor the usual duties of the Street Cleaning Department.

Assistance to Be Rendered to Owners of Buildings.

Section No. 32. Where access to any adjacent property is temporarily cut off, owing to the occupancy of the street by the Contractor, he must, at his own cost, render every assistance to the owner or occupant in handling such materials of any description, including all material to be removed by the Department of Street Cleaning, that has to be taken to or removed from such property; such material shall be taken to or from the nearest accessible point that in the opinion of the Engineer is convenient for handling.

Waste Material.

Section No. 33. Waste material of any character will under no conditions be permitted to remain on the streets, but must immediately on its becoming unfit for use in the work be carted away and disposed of by the Contractor as hereinbefore provided; nor shall such materials be allowed to accumulate in the trenches.

Conveniences for Men.

Section No. 34. Necessary conveniences, properly secluded from public observation, shall be constructed and maintained by the Contractor at his own expense wherever needed for the use of the Contractor's employees, to the satisfaction of the Engineer and the sanitary authorities.

Fences.

Section No. 35. Wherever necessary the Contractor shall erect and maintain at his own expense fences for the protection of adjoining property and of the adjoining public places.

Advertisements Forbidden.

Section No. 36. The using of fences and buildings during construction for advertising purposes, other than the name and address of the Contractor, is forbidden; all temporary buildings and fences erected by the Contractor shall be neat in appearance and shall be painted as directed by the Engineer.

Barricades.

Section No. 37. Barricades and bridges shall be erected by the Contractor at his own cost, for the protection of the work or use of the public; they shall be substantial in character and neat in appearance.

Detailed Drawings.

Section No. 38. The Engineer will prepare and furnish to the Contractor from time to time as required, drawings and plans amplifying such details of the contract drawings as may be necessary, and drawings and plans necessary to show the adjustment and reconstruction of all surface and subsurface structures wherever the reconstruction of the same is necessitated by the construction of the railroad. These plans must be strictly followed, unless local conditions should develop, during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted.

Working and Shop Drawings.

Section No. 39. The Contractor shall make all working or shop drawings which may be required in addition to the contract drawings, or in addition to such other drawings as the Commission may issue in amplification of such contract drawings, as explained above. All working or shop drawings shall be submitted in duplicate to the Engineer for his approval, which approval shall be indicated by his countersigning one set of such working or shop drawings and returning the same to the Contractor. Should the working or shop drawings be not approved by the Engineer, then the Engineer shall return one set of such working or shop drawings, with the necessary corrections and changes indicated thereon; and the Contractor must make such corrections and changes, and again submit plans in duplicate for the approval of the Engineer; and no work called for by said working or shop drawings shall be done until the approval of the Engineer be obtained, which must be given or refused within ten (10) working days after delivery to him at his office of such plans in duplicate.

Lines and Grades.

Section No. 40. During the progress of the work the Commission will give, through the Engineer, to the Contractor, suitable points, marks or benches, indicating the line and grade of the Railroad and of the sewers; such points or bench marks to be established at such intervals as the Engineer deems necessary for the Contractor to be able to perform his work. The principal lines and grades are to be given by the Engineer, who may change them from time to time as may be authorized and directed by the Commission. The stakes and marks given by the Engineer shall be carefully preserved by the Contractor, who shall give to the Engineer all necessary assistance and facilities for establishing benches and plugs for making measurements.

Notice, How Given.

Section No. 41. When the Contractor is absent from any part of the work where it may be necessary to give instructions, orders will be given by the Engineer to, and shall be received and promptly obeyed by the superintendent or overseer of the Contractor, who may have charge of the particular work in relation to which the orders are given, and a confirmation in writing of such orders will be given to the Contractor by the Engineer if so requested.

Imperfect Work.

Section No. 42. Any imperfect construction which may be discovered before the final acceptance of the work, shall be corrected immediately on the requirement of the Engineer and at the Contractor's expense, notwithstanding that it may have been overlooked by the proper inspector.

Damaged Work to be Replaced.

Section No. 43. All work of whatever kind which during its progress and before its final acceptance shall become damaged from any cause, so much of it as may be objectionable shall be broken up or removed and be replaced by good and sound work at the Contractor's expense.

Condemned Materials to be Removed.

Section No. 44. If any material brought on the ground for use in the work or selected for the same shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials as may be directed by the Engineer.

Competent Men.

Section No. 45. The Contractor shall employ only competent, skillful and faithful men to do the work. Whenever the Engineer shall notify the Contractor in writing that in his opinion any man on the work is incompetent, unfaithful or disorderly, such man shall be discharged from the work and shall not again be employed on it.

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Manner of Prosecution and Maintenance of Traffic.

Access to Buildings, etc.

Section No. 46. No building shall, without the consent of the occupant, and after notice to the Engineer, be deprived of means of access thereto; and, where streets are open suitable bridges shall be built and maintained, at the Contractor's expense, to permit owners and occupants to reach their premises. Where necessary, proper and easy means for passengers to reach or leave street cars shall be maintained.

Contiguous Contract Sections.

Section No. 47. On the division line of contiguous contract sections, the Engineer will decide any matters in the details of construction within a limit of ten feet on either side of the line where the work of contractors may be in conflict, and direct which of the contractors shall complete the details of construction within such limits.

Conduct of Work.

Section No. 48. Generally the Contractor will be permitted to conduct his work in the most expeditious manner possible, having due regard for the safety of persons and property and facilities for traffic and under such instructions as the Engineer may give from time to time.

Facilities for Travel.

Section No. 49. All necessary facilities are to be furnished by the Contractor for the benefit of street travel, both on longitudinal and cross streets.

Decking of Streets and Sidewalks.

Section No. 50. In order to provide the minimum interference with traffic and the minimum inconvenience to abutting property owners, during the construction of the Railroad, on all parts of the work the streets and sidewalks shall, except as hereinafter specifically provided, be substantially decked or covered over, and every precaution must be taken to keep traffic free from interruption.

Surface of Private Property Not To Be Disturbed.

Section No. 51. From the beginning of the contract section on Church Street, near Dey Street, to a point on Broadway between Vesey and Barclay Streets, the Railroad will pass through private property, as indicated on the contract drawings. The surface of the property is not to be disturbed.

Street Intersections.

Section No. 52. The street intersections, except in cases where open trench excavation without cover is permitted, shall be kept at all times open for traffic for their full width. The street intersections in cases where open trench excavation without cover is permitted must be kept at all times open to traffic at least one-half the width of the cross-roadway, except that cross-roadways in which surface railroads are located shall be kept at all times open to traffic for their full width.

Where portions of a street intersection are opened the same shall be substantially and neatly bridged for foot traffic. In all cases the Contractor shall at all times keep all the street crossings on the lines of the sidewalks in a clean and neat condition, bridging gutters and low places where water might collect.

Close Observance of Above Requirements.

Section No. 53. The Commission will insist upon the close observance of the above requirements, and no departure therefrom will be allowed, excepting upon the written permission of the Commission.

By-passing Gas Mains.

Section No. 54. Wherever the excavations are decked, all gas pipes whose service cannot temporarily be dispensed with shall be by-passed, temporary pipes to take their place being laid above or under the street or sidewalk surfaces as directed by the Engineer. These temporary by-passing pipes will be paid for at the prices stipulated in Schedule Item 99A. These prices are to include the cost of all labor and material necessary: To provide a temporary and independent system of gas supply to take the place of the system originally in the street; to connect such temporary system with the mains in the intersecting streets; to transfer all house and lamp services to such temporary system; to remove and dispose of the material of such temporary system; and, to restore the original system. No allowance will be made for the maintenance of such temporary system. All maintenance will be considered as of the original system and will be as provided for in Section No. 61.

Temporary Pipes, etc.

Section No. 55. Temporary pipes, if laid above the street or sidewalk surfaces, shall be neatly and substantially placed, and in a manner to cause the minimum of inconvenience to the abutting property owners and to the public.

In General.

Section No. 56. In general, work will as provided herein be carried on under covered roadways. In exceptional cases, however, where rock is within a few feet of the street or sidewalk surface, it may be impracticable to operate drills while the street is covered, until a sufficient depth of excavation has been obtained. In such cases such latitude will be allowed the Contractor as may prove absolutely necessary for the execution of his contract, and as the Engineer with the approval of the Commission may deem advisable, after a thorough understanding of the exact conditions and necessities has been determined.

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Street Railroad Tracks, Mains and Other Surface or Sub-Surface Structures.

Notice to be Given.

Section No. 57. Notice is to be given by the Contractor to all companies and the proper City officials, owning or having charge of surface or sub-surface structures along any part of the work, of his intention to commence operations along such part of the route, at least one (1) week in advance, and the Contractor shall file with the Engineer at the same time a copy of said notice; and he shall co-operate with the proper officers or officials in charge of such structures and shall furnish them with all reasonable facilities to inspect the methods of caring for their property.

Plans Furnished.

Section No. 58. In the re-arrangement of sub-surface structures requiring removal and relaying or reconstruction due to interference with the railroad structure a tentative plan will be made by the Engineer, which will be submitted to the parties interested; if any reasonable changes are then requested by any of the said parties within ten days after the submission of the tentative plan, such changes will then be made, if in the judgment of the Engineer they will best conserve the interest of all parties concerned; a further plan will then be made which, on the approval of the Engineer, will be final.

Reconstruction or Relaying, etc.

Section No. 59. Whenever it becomes necessary to cut, move, change, or reconstruct any surface or sub-surface, structures, or connections therewith, such work shall be done according to the reasonable satisfaction of the owners of such pipes or other structures.

Reasonable Dispatch.

Section No. 60. All work of reconstruction or alteration will be done with reasonable dispatch, and facilities are to be provided so that said work will interfere as little as possible with the practical working and use of such structures.

Maintenance, Support, etc.

Section No. 61. The Contractor shall at all times, by suitable bridging or other supports, maintain and support in an entirely safe condition for the usual service and to the reasonable satisfaction of the owners, all surface and sub-surface structures encountered during the prosecution of his work. All surface and sub-surface structures and surfaces of whatever character along the line of the work shall be protected from injury, but should any injury occur the Contractor shall fully restore such surface or sub-surface structures or surfaces to as good a condition as existed before the injury was done. All the above, including also all changes of surface or subsurface structures made by the Contractor for his own convenience in executing his work, shall be done at the Contractor's own expense and included in the prices stipulated in the Schedule for excavation except as otherwise herein specifically provided.

Necessary Permanent Changes of Pipes.

Section No. 62. Changes of water, gas, steam or other pipes made necessary because of physical interference with the railroad structure, and requiring the removal, relaying or reconstruction of such pipes and their appurtenances in other than the original position, wll be paid for at the prices stipulated in Schedule Items 78, 79, 82 to 85, Items 90 to 92, 94 to 96, Items 102 to 104, Items 111 to 113 and Item 122. Supplementary drawing E14A exhibits certain high pressure water mains and appurtenances under contract to be laid by the Department of Water Supply, Gas and Electricity. The maintenance of these mains when laid is to be as provided for in Section No. 61. Any changes requiring the removal, relaying or reconstruction of such mains and their appurtenances in other than their original position will be paid for as provided in this section. These prices are per lineal foot of pipe laid, including all work, labor and material incidental to such laying, excepting that:

(1) If new pipes have to be provided and are ordered by the Engineer, such new pipes will be paid for in addition to the price paid for laying, etc., at the prices stipulated in Schedule Items 100 and 101, Items 107 and 108, Items 117 to 119 and Item 124, which prices are to cover the cost of the new pipes delivered on the work.

(2) If the pipes in their new locations are outside of the ordered net lines for excavation for the railroad structure, necessitating additional excavation and restoration of street surface, such excavation will be paid for at the prices stipulated in Schedule Item 2-A (which price shall include all the matters referred to in Section No. 95), and for restoration of street surface, Item 30 A and B, but only to the net lines ordered by the Engineer for excavation for such pipe work.

Necessary Permanent Changes of Electric Conduits and Ducts.

Section No. 63. Changes of electric conduits or ducts and their appurtenances found in the streets (other than street railway ducts, payment for which is provided for in Schedule Item 75-a), made necessary because of physical interference with the railroad structure, and requiring the removal, relaying or reconstruction in other than the original position, will be paid for at the price stipulated in Schedule Item 127. The price per duct foot as provided in Schedule Item 127 is to include the cost of all ducts in place; of all manholes, vaults, service boxes and their appurtenances; of drawing cables and providing new cables where necessary; of the proper restoration of all services that may be affected by the changes in the duct lines; of such excavation and restoration of street surface as may be necessitated by the changes in the duct lines, and all other work and material incidental to and necessary for the completed duct lines.

Maintenance of Surface Railroads.

Section No. 64. The Contractor shall maintain and support, in a manner that will cause the minimum interference with traffic, all surface, subsurface and elevated railroads along the line of or crossing the line of the work.

Surface Railroads.

Section No. 65. The Contractor shall maintain and support, both temporarily and permanently, in a safe condition all street surface railroads, including ducts, cables and all other appurtenances of such railroads; he shall rebuild either in their original or in new locations all parts of such surface railroads, including ducts, cables and all other appurtenances of such railroads, whose reconstruction or rebuilding may be necessitated by the construction of the work. Payment therefor will be at the rates specified in the Schedule for electric railroad, Item 75-A, or for horse railraod, Item 75-B, which prices will include the cost of all work incidental thereto. Where permanent masonry supports are required and added, and where additional vaults in excess of the number existing are required and constructed to give equivalent facilities, they will be paid for at the prices given in the Schedule for the several classes of work or material applicable thereto.

Elevated Railroads.

Section No. 66. The Contractor shall maintain and support both temporarily and permanently in a safe condition all elevated railroad structures. Payment therefor will be at the rate specified in Schedule Item 76, which price will include the cost of all incidental work, including the reconstruction and building where necessary of all column foundations and parts of column foundations lying without the net lines of the subway structure.

Subsurface Railroads.

Section No. 67. The Contractor shall support and maintain both temporarily and permanently in a safe condition all subsurface railroads and their appurtenances. Payment therefor shall be deemed included in the prices for excavation, Schedule Items 1, 2 and 3.

Facilities to be Given to Make Extensions.

Section No. 68. In the event of the owners or the City desiring to make any alteration or extension to their structures, or do any work to or in connection with surface or sub-surface structures owned by them or it, at the time the work under this contract is in progress, the Contractor shall give said owners or the City all reasonable opportunity to perform such work; provided such work or alteration for the benefit solely of the owners of sub-surface structures does not cause the Contractor any serious loss or delay, as shall be determined by the Commission.

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Excavation.

Width of Excavation.

Section No. 69. Special care must be taken to avoid damage wherever excavation under cover is being done or where open excavation is permitted. The width of such excavation shall not exceed the width actually necessary, in the opinion of the Engineer, for the proper prosecution of the work. All excavations shall be of such width, in addition to that of the Railroad, as shall be necessary, in the opinion of the Engineer, for the proper and expeditious progress of the work, and to permit the laying and readjusting of all sewers, mains, subways and other sub-surface structures encountered along the route and contiguous to the Railroad.

Depth of Trenches.

Section No. 70. Trenches shall be excavated to such depth, both in soft ground and in rock, as may be necessary to permit the laying of such concrete bed or special foundation as may be deemed necessary by the Engineer.

Sides to be Secured.

Section No. 71. The sides of the excavation shall be secured against slips by suitable sheet piling or sheeting, held in place by braces, shores or walling timbers, special precautions being taken where there is additional pressure, due to the presence of buildings or other structures. Where a movement of the ground might cause the settlement of an adjacent building, the sheeting must be started, if near the building, before the elevation of the bottom of the foundation of the building is reached; if away from the building, at such depth of the excavation as the Engineer may permit; and the excavation must not be made in advance of or below the bottom of the sheeting.

Filling Back of Sheeting.

Section No. 72. Sheeting shall be driven wherever possible, but when it is placed against the sides of the excavation, the spaces or voids back of the sheeting must be immediately and carefully filled with suitable material to prevent as far as possible the natural ground back of the sheeting from moving.

Buildings Underpinned.

Section No. 73. To secure adjacent ground or the buildings thereon, or to prevent bringing an unusual pressure on the structure when completed, the Contractor shall secure the sides of the excavation by suitable timbering, and shall safely and permanently underpin adjacent buildings. As part of this obligation the Contractor shall use such methods of construction or underpinning, pneumatic or otherwise, as special conditions may require and the Engineer shall approve.

The cost of underpinning the vaults of the United States Post Office Building, where necessary, is to be included in the prices stipulated in the Schedule for excavation, but if the building proper is underpinned it will be paid for as provided in Section No. 74, Item 4.

Payment For.

Section No. 74. Where underpinning of a building is necessary and the work is done as provided in Section No. 73, payment will be made to the Contractor as, and at the price, provided in Schedule Item 4. The classification as to the number of stories has reference to the number of stories above the surface of the street.

Sheeting.

Section No. 75. No payment shall be made to the Contractor for sheeting left in the ground or in the work, unless the Engineer shall in writing require it to be left in, in which case payment shall be made to the Contractor for the sheeting so left in as measured by the Engineer, and at one-half the current market price for new material of the same grade, character and dimensions, and without any allowance or payment for placing the same or the expense thereof. This section applies only to the sheeting in trench work.

Timber for Temporary Purposes.

Section No. 76. All timber used for sheeting, shoring, bracing, decking or other temporary purposes, shall be sound and free from any defects that may impair its strength. It shall be provided, placed and removed at the Contractor's own cost and expense. The top or wearing surface of all decking used for carriageways shall be of hard yellow pine, sound, straight, and free from all shakes, and large loose knots. All sheeting and timber used temporarily shall be put in place by skilled mechanics, keyed tight by wedges where necessary, and so arranged as to be withdrawn readily without endangering the adjoining soil.

Vaults of Abutting Property.

Section No. 77. The cost of the removal, where necessary, of all walls or other parts of vaults of abutting property along the line of the Railroad that are within the ordered net lines of excavation is to be included in earth excavation as provided in Section No. 90, but the restoration of all such walls or other parts of vaults within the ordered net lines of excavation will be paid for at the unit prices specified in the Schedule applicable to the several classes of work and material involved in such restoration.

The above is not to be construed, however, as applicable to any work beyond the ordered net lines of excavation, which shall be at the Contractor's own cost and expense.

Vaults Disturbed.

Section No. 78. Wherever vaults are broken through or otherwise disturbed, the Contractor shall at his own cost and expense erect a temporary partition on or about the building line, or as directed, that will afford proper protection to the owner or occupant of the adjoining premises.

Rock.

Section No. 79. Ledge rock in place, and boulders within the ordered line of excavation requiring blasting, will be considered as rock excavation.

Preparations for Rock Measurement.

Section No. 80. Whenever rock is encountered in the trench, it shall be stripped of earth in sections of not less than twenty feet; and the engineer in charge shall be duly notified, in order that he may measure or cross-section the same.

Blasting.

Section No. 81. Whenever rock or material requiring blasting is encountered in any trench or tunnel, all necessary precautions must be exercised by the Contractor, as required by the ordinances of the City relative to blasting. Explosives shall be used only of such character and strength as may be permitted by the Commission, and the right is reserved for the Engineer to direct that in special cases ordinary blasting powder only, in small charges, shall be used. Blasting shall not be done between the hours of 11 p. m. and 7 a. m. without the express permission of the Engineer, and under such restrictions as he may impose.

Storage of Explosives.

Section No. 82. No larger quantity of explosives shall be kept on the line of the work than will be actually required for the twelve (12) hours of work next ensuing, and it shall be kept under lock, the key to which is to be only in the hands of the foreman or other equally trustworthy person. The amount of explosives kept in any one place shall not exceed the limit permitted by any ordinance of the City, or as may be determined by the Commission. Caps and exploders shall not be kept in the same place with dynamite and other explosives. During freezing weather, special precautions shall be taken as to the care and manipulation of dynamite.

Near Pipes and Mains.

Section No. 83. Whenever any pipe or main is encountered in or alongside of the trench, right is reserved to direct that all rock within ten (10) feet of the same shall be removed by means other than blasting.

General Precautions in Blasting.

Section No. 84. In rock excavation in the trenches for the Railroad the work must be so regulated as to avoid, as far as possible, shattering the rock beyond the established line for excavation.

Close Drilling.

Section No. 85. Generally the central portion of the excavation must, when directed by the Engineer, be kept some distance in advance of the excavation near the sides, and if the rock, owing to its general character and structure, has a tendency to break large, or the strike and dip of the stratification indicate a liability to slip or slide into the excavation, the Contractor must place the drill holes at close intervals on the established lines for excavation, in order to avoid excessive excavation and to preserve the established lines thereof.

Pumping.

Section No. 86. Whenever water is encountered in trenches, the same shall be removed by bailing or pumping, great care being taken when pumping that the surrounding particles of soil be not disturbed or removed. . If necessary to prevent such disturbance, the pumping must be done by a series of driven wells whose points are protected by fine wire cloth, the rate of flow at each well being made so slow as not to remove the particles of soil; or the pumping must be done by other means approved by the Engineer. The delivery from all pumps shall be conducted into the adjacent sewers, and the delivery pipes shall be so arranged as to be readily inspected at all times to ascertain if the water is free from particles of soil.

Carts to be Tight.

Section No. 87. All carts, buckets or other vehicles used by the Contractor for the removal of material shall be tight and so arranged and so loaded as not to spill over. Whenever a cart, bucket or other vehicle so used is leaky or unsuitable, it shall be immediately withdrawn from the work on notification by the Engineer, or his duly qualified assistant, in charge of that portion of the work.

Removed Expeditiously.

Section No. 88. Excavated material shall be removed expeditiously and disposed of, in any place selected by the Contractor, subject to the ordinances and regulations of the City authorities governing the disposal of such material, and the regulations of the United States Government as to the disposal or dumping of material in and about or near the Harbor of New York.

When Excavated Material May Be Taken by City.

Section No. 89. If at any time during the course of construction the City shall desire for city purposes any part of the material excavated, and the cost of such disposal shall not exceed the cost to the Contractor of the method in which he is then disposing of it, the Commission may order such material dumped or turned over to the City at a point designated without cost to the City.

Earth Excavation, Definition of.

Section No. 90. Earth excavation includes the excavation of all materials of whatever nature encountered in the trenches, excepting ledge rock in place and boulders requiring blasting.

Excavation in Trenches, How Measured.

Section No. 91. The net outside width of the railroad structure, as ordered and indicated on the plans, and the depth, also as ordered and as indicated on the plans, will govern as to width and depth in the measurements for payment for excavation. No deduction from the volume of excavation determined as above will be made on account of basements or cellars in property acquired by the City for the construction of the Railroad or on account of vault space or of spaces occupied by pipes and other sub-surface structures.

No Allowance Outside of Ordered Net Lines.

Section No. 92. There will be no measurement or allowance made nor money paid for excavation outside (below or wider than) the net measurement lines as above indicated, or in rock excavation, for irregularities of surface; and no allowance shall be made for any excess excavation caused by slips or slides. It is understood and agreed that for all such matters the Contractor has estimated and allowed in the unit prices of the Schedule.

Change of Street Grade.

Section No. 93. Where the contract drawings indicate that the grade of any street is to be raised the Contractor shall fill in the street to the changed grade as required and such work shall be measured and paid for at the price stipulated for earth excavation, Schedule Item 1.

Payment for Excavation.

Section No. 94. Excavation shall be paid for at the price or prices given in Schedule Items 1 and 2 for excavation in earth and Item 3 for excavation in rock.

Prices for Excavation to Include.

Section No. 95. The prices herein stipulated for excavation, Schedule Items 1, 2 and 3, are to include the cost of the disposal of the materials excavated, of backfilling, of all decking and bridging, of all sheeting and bracing, and of maintaining and supporting of trenches during and after excavation, of all pumping or bailing, and of the maintenance, support, etc., of all surface and sub-surface structures of whatever nature, payment for the maintenance and support of which is not herein elsewhere *specifically* provided for

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Tunnels.

Tube Tunnel Under Astor House and St. Paul's Churchyard.

Section No. 96. On this contract section provision is made for cast iron tube tunnel construction, beginning in Fulton Street, near the north building line, and in Church Street, near the east building line, and passing thence under St. Paul's Church property to Vesey Street, thence crossing under Vesey Street and under the Astor House to a point in Broadway about half way between Vesey and Barclay Streets.

The Contractor will be required to prosecute his work so as to avoid damage to the above mentioned properties. The price paid for the tunnel excavation under Schedule Item 5, within the limits of tube construction as indicated on the contract plans, is to include and cover the cost of the work necessary for the proper preservation and support of said properties, and of any damage thereto; in addition theretto a price will be paid for the actual necessary underpinning and support of the St. Paul's School and Vestry Building, and for that portion of the Astor House over or opposite the tunnels, to a point about forty-seven (47) feet south of the southwest corner of Barclay Street and Broadway, at the prices herein provided in Schedule Items 4-A and 4-B. Any underpinning of that portion of the Astor House on Broadway north of the above-designated point, being beyond the limits of the tunnel proper, will be paid for as provided under Section No. 74, Schedule Item 4.

The Contractor's attention is called to the necessity for extreme care in tunneling under St. Paul's churchyard in order to avoid disturbance of the graves and vaults therein.

How Lined.

Section No. 97. The tunnels shall be lined with cast-iron and concrete.

Packing.

Section No. 98. The space between the tunnel lining and the materials excavated shall be filled with dry masonry packing, if directed by the Engineer. All such packing, being outside of the net section line for excavation as ordered by the Engineer, shall be at the sole expense of the Contractor.

Grout.

Sction No. 99. After the tunnel lining and packing is in place, if required by the Engineer, a grout, consisting of one (1) part fine, clean and sharp sand and one (1) part of Portland cement, shall be pumped in under pressure, from time to time behind the masonry, so as to completely fill all the voids. Where tunnels are made by the use of a shield, similar grout shall be pumped in to completely fill the space left by the tail piece of the shield as soon as the shield is moved forward.

Payment for Grout.

Section 100. Where grout is ordered and used, it shall be paid for at the price herein provided, Schedule Item 11.

Lines for Excavation.

Section No. 101. The tunnel, at any place, is to be excavated to the line of the cross-section ordered by the Engineer for that place.

No Payment for Excavation Beyond Ordered Lines.

Section No. 102. No payment will be made for any excavation outside of the cross-section of the tunnel excavation ordered by the Engineer as provided in Section No. 101.

Blasting.

Section No. 103. While no ledge rock in place is known to exist on this contract section, boulders or detached rock may be found requiring drilling and blasting, in which event drilling and blasting must be conducted with all possible care and in such a manner as not to endanger adjoining property.

Precautions Against Settlement.

Section No. 104. The Contractor must take every precaution, and such precautions as the Engineer may direct, by suitable shields, timbering, lagging or other supports, to prevent any settlement or movement of surrounding ground. Such timber as cannot be drawn without endangering the work or the ground above, shall be left in place and thoroughly surrounded by masonry and grouted.

Timbering.

Section No. 105. Timbering shall be used wherever necessary to support the materials or to secure the safety of the work or workmen. It will be at the sole expense of the Contractor and included in the contract price for tunnel excavation, Schedule Item 5. Wherever practicable it shall be removed before the lining or packing is placed.

Compressed Air.

Section No. 106. If a method is adopted requiring the use of compressed air, a plant must be provided of sufficient capacity to insure at all times and under all conditions an ample supply of air to prosecute the work with safety and dispatch, and proper air locks shall be built with safety locks in addition, to provide for the escape of workmen at time of accident.

Methods to Be Approved.

Section No. 107. All methods of tunneling shall be subject to the approval of the Engineer, and be changed from time to time if, in his judgment, the local conditions so require, and during construction approved methods of ventilation and lighting shall be used.

Tunneling, Payment For.

Section No. 108. The price per cubic yard, stipulated herein, Schedule Item 5, for tunnel excavation, is to cover all expense due to the presence of quicksand or other soft material, boulders, etc.; the cost of all pumping and bailing; of all timbering, and removal of same; of removing and disposing of all excavated material; of all ventilation and lighting; and of all other work incident to the excavation of the tunnel. Any expense that may arise from falls or cave-ins, or from any unexpected obstacles, shall be borne by the Contractor.

Chambers, Drains, Etc.

Section No. 109. Excavations for chambers, for sump holes, drains or for any other purpose in the tunnel, are to be measured according to the lines of the cross-sections determined by the Engineer, and paid for by the cubic yard as tunnel excavation.

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Backfilling.

Quality of Material.

Section No. 110. The trenches at the sides of and over the top of the subway and wherever backfilling is necessary, shall be backfilled with sand, gravel or other good clean earth, free from perishable material and from stones exceeding six (6) inches in diameter, and not containing in any place a proportion of stone of or below that size exceeding one (1) part of stone to five (5) parts of earth. The filling shall be compacted by flooding with water or, in cases where flooding with water is not practicable it shall be compacted by ramming in layers, not exceeding six inches in depth.

Sub-surface Structures—Frozen Material Not Permitted.

Section No. 111. Whenever pipes, sewers, or other sub-surface structures are met with, the filling must be carefully packed, rammed and tamped under such sub-surface structures, using special tools for the purpose. No filling of trenches with frozen earth will in any case be permitted, nor will any filling be permitted over frozen material.

Sheeting Removed.

Section No. 112. As fast as the work of filling permits, sheeting and other timber supporting the sides of the excavation shall be carefully withdrawn, or shall be left in place, as may be directed by the Engineer, and the spaces left by the removal of such material carefully back-filled.

How Paid For.

Section No. 113. The cost of back-filling is to be included in the prices paid for earth and rock excavation, Schedule Items 1, 2, 2-A, and 3.

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Piling and Timbering.

Character of Piles.

Section No. 114. If in the judgment of the Engineer the ground is of such a character as to require piling, the Contractor shall drive such piles as the Engineer directs. The piles shall be of good, sound pine or spruce, straight and free from shakes; they shall be not less than twelve (12) inches in diameter at the butt end, or less than six (6) inches in diameter at the point, and shall be driven to the satisfaction of the Engineer and by means of a steam hammer driver if so required by him. If necessary the points of the piles shall be protected by proper shoes, and the butts by rings or caps. Piles shall not be spliced unless permitted by the Engineer, and then in such manner as he directs. Piles shall be carefully cut off to the grade given by the Engineer.

Piles Driven in Required Location.

Section No. 115. Piles shall be driven in the position and manner and to the depth ordered; if driven in a wrong position or injured in any way by driving they must be withdrawn and replaced by others. After being driven they shall be cut off to a true plane for proper adjustment with capping timber or masonry.

Payment for Timber Piles.

Section No. 116. The price herein stipulated to be paid, per lineal foot of timber piles, Schedule Item 12, is to cover the cost of furnishing, driving and preparing the piles ready for the capping timbers or masonry, and the portion cut off and removed will not be included in the length measured for payment. No test piles, guide piles, or piles other than those that are a part of the finished foundation and are included within the net width of the finished foundation will be paid for.

Concrete Piles.

Section No. 117. If in the judgment of the Engineer special conditions so require, piles of re-inforced concrete of an approved form of construction shall be used.

Payment for Piles Other Than Timber Piles.

Section No. 118. Payment for piles other than timber piles will be as provided in Article XII. of the contract.

Grillage.

Section No. 119. Timber grillage foundations shall be built if so directed by the Engineer.

Foundation Timber.

Section No. 120. All foundation timber shall be of pine or spruce, or other timber permitted by the Engineer, sound and free from shakes. It shall be of such dimensions, and laid in such manner, as the special plans to be issued shall require, and held in place by spikes or good seasoned oak or locust treenails.

Foundation Timber, Measurement and Payment.

Section No. 121. No wastage is to be allowed for, and the estimate of the quantities of foundation timber used will be based on the amount ordered by the Engineer and placed according to his directions. Payment for foundation timber will be as provided in Schedule Item 13.

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Cement.

Portland Cement.

Section No. 122. All cement used in the work shall be true Portland cement, by which is meant the finely pulverized product, resulting from the calcination to incipient fusion of a properly proportioned intimate mixture of argillaceous and calcareous earths or rocks, to which no addition greater than three (3) per cent. has been made subsequent to calcination.

Brand to be Approved.

Section No. 123. Before any cement is furnished, the brand shall receive the approval of the Engineer. Cement, to be acceptable, shall be of a well-known brand which has been in successful use for large engineering works in America for at least five (5) years, and which has an established reputation for uniform character. Preference will be given to cements which, by their records, show a tendency to maintain high strength of mortar with increased age.

Inspection.

Section No. 124. Cement shall be subject to inspection at the place of manufacture or on the work, and to such tests as may be ordered by the Engineer. The Engineer or his representatives shall have access at all times and places to inspect the methods of manufacture, storage and protection, and shall have liberty to inspect the daily laboratory records of tests and analyses at the cement works.

Tests.

Section No. 125. In general, tests will conform to the methods recommended by the Committee on Uniform Tests of Cement of the American Society of Civil Engineers. Unless otherwise directed, samples will be taken at the place of manufacture by a representative of the Engineer, and sent to the Commission's laboratory, where the tests will be made. If required, tests will be made on the individual samples, without intermixing.

Specific Gravity and Color.

Section No. 126. The cement shall have a specific gravity of not less than 3.10 nor more than 3.25 after being thoroughly dried at a temperature of 212 degrees Fahr. The color shall be uniform, bluish gray, free from yellow or brown particles.

Chemical Analysis.

Section No. 127. Chemical analyses of cement made from time to time shall show a reasonably uniform composition. Cement shall not contain more than 1.75 per cent. of sulphuric anhydride (SO_3) nor more than 4 per cent. of magnesia (MgO).

Fineness.

Section No. 128. The fineness of the cement shall be such that it shall leave by weight a residue of not more than eight (8) per cent. on a No. 100, and not more than twenty-five (25) per cent. on a No. 200 sieve; the wires of the sieves being respectively 0.0045 and 0.0024 inch in diameter.

Time of Setting.

Section No. 129. It shall not develop initial set in less than thirty (30) minutes unless a more quickly-setting cement is specifically required, and shall develop hard set in not less than one (1) hour nor more than ten (10) hours.

Soundness.

Section No. 130. Pats of neat cement, after remaining one (1) day in moist air, shall be kept in air or water of normal temperature for at least twenty-eight (28) days, or shall be exposed to an atmosphere of steam, above boiling water, in a loosely closed vessel for at least five (5) hours; and the separate parts under any of these conditions shall remain hard without any indications of checking, cracking, distortion, disintegration or blotching.

Tensile Strength.

Section No. 131. Neat cement briquettes shall have at the end of one (1) day in moist air a breaking strength, per square inch of sectional area, of not less than one hundred and fifty (150) lbs.; at the end of seven (7) days—one (1) day in air, six (6) days in water—of not less than five hundred (500) lbs.; and at the end of twenty-eight (28) days—one (1) day in air, twenty-seven (27) days in water—of not less than six hundred (600) lbs. The strength at twenty-eight (28) days shall not be less than that at seven (7) days.

Mortar Briquettes.

Mortar briquettes, composed of one (1) part of cement and three (3) parts of standard Ottawa sand, by weight, shall have at the end of seven (7) days—one (1) day in air, six (6) days in water—a breaking strength, per square inch of sectional area, of not less than two hundred (200) lbs.; and at the end of twenty-eight (28) days—one (1) day in air, twenty-seven (27) days in water—of not less than three hundred (300) lbs. The strength at twenty-eight (28) days shall show an increase of not less than fifty (50) lbs. over the strength at seven (7) days.

Long-time Tests.

Section No. 132. Tests will be made from time to time extending over longer periods than twenty-eight (28) days. If such tests show a tendency to unsoundness or unusual reduction in strength with increased age, the Engineer shall have the right to prohibit the further use of that brand and to require that another brand be substituted.

Storage During Tests.

Section No. 133. All cement shall be held in storage to allow ample time for tests to be made before the cement is required for use in the work.

How Contained.

Section No. 134. Cement shall be packed and delivered in canvas sacks or other strong, well-made packages, plainly marked with the manufacturer's brand, and sealed in an approved manner. The weights of such packages shall be uniform.

Methods of Storing.

Section No. 135. The Contractor shall at all times keep in store on the work, or at some point convenient thereto, an abundant supply of cement, so as to guard against possible shortage. It shall be stored in a weather-tight building, with a tight floor a proper distance above the ground, and with sufficient floor space to admit of storing each lot of cement, of not more than two hundred (200) barrels, or its equivalent, separately, so as to facilitate identification of each individual lot in case of necessity for further tests or rejection. Cement that has become partially set or otherwise damaged shall not be used.

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Mortar.

Cement and Sand—Mixing.

Section No. 136. All mortar shall be prepared from accepted cement and clean, sharp sand, approved by the Engineer. These ingredients shall be thoroughly mixed dry in the proportions as specified below; water shall then be added, so as to produce a stiff paste. Water used in mortar, grout or concrete must be clean, fresh water, no salt water being permitted. The mortar shall be freshly mixed for the work on hand, in proper boxes made for that purpose, and no mortar shall be used that has stood beyond such limit of time as may be determined by the Engineer.

How Measured.

Section No. 137. For purposes of mixture, three hundred and seventy-five (375) pounds of Portland cement shall be estimated at three and one-half (3½) cubic feet of volume. The proportional parts of sand and stone or gravel shall be by volume as cast into the measuring box. The proportions for brick and stone masonry shall be one (1) part cement to two (2) parts sand; for pointing, one (1) part cement and one (1) part sand; for concrete masonry, as specified under the head of concrete; and for other classes of work, as directed by the Engineer; for grout, one (1) part of cement to one (1) part of fine sand.

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Masonry.

Laid in Portland Cement.

Section 138. All masonry, except as otherwise specified, shall be laid in Portland cement mortar, and shall be built of the forms and dimensions shown on the plans, or as directed by the Engineer from time to time; and the system of joining or bonding ordered by the Engineer shall be strictly followed.

Water Not to Interfere With.

Section No. 139. Care must be taken that no water shall interfere with the proper laying of masonry in any of its parts.

Freezing Weather.

Section No. 140. During freezing weather such masonry only shall be built whose construction, in the judgment of the Engineer, can not be postponed, except at the cost of delaying the work. The Contractor shall provide such appliances as are necessary for heating the water and the materials used in the masonry according to the specific instructions of the Engineer.

Protected in Freezing Weather.

Section No. 141. During freezing weather all masonry shall be protected by a suitable covering of salt hay, canvas, tarpaulin or by such material or in such ways as may be necessary to insure it against freezing.

Hot Weather.

Section No. 142. During hot weather all masonry, especially concrete, shall be kept wet by sprinkling and properly covered until it has become thoroughly set and hardened.

Pointing.

Section No. 143. Unless otherwise permitted, every joint that is to be pointed shall be raked out, within two days after being laid, to a depth of at least two inches.

Section No. 144. Pointing of the face joints of masonry shall be thoroughly made with cement mortar mixed in the proportion of one (1) part of cement to one (1) part of sand, except where otherwise specially provided.

Section No. 145. No pointing shall be done in freezing weather, and masonry laid between December 1st and April 1st shall not be pointed until permitted by the Engineer.

Defective Masonry.

Section No. 146. Any masonry which is found to be defective from any cause whatsoever, before the final completion and acceptance of the work, must be removed and properly rebuilt, or if damaged during such time must be properly repaired.

Stone Cleaned.

Section No. 147. All stone before being laid shall be thoroughly cleaned, and washed if so directed by the Engineer.

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Concrete.

How Composed.

Section No. 148. The concrete shall be composed of gravel or broken stone, or mixture of both, free from all dust and dirt, and mixed together with the proportion of mortar specified below.

Sand.

Section No. 149. Sand for concrete shall be of the kind herein specified for mortar.

Stone.

Section No. 150. Stone for concrete shall be sound, clean gravel, or sound, hard, broken limestone, or trap rock, or a mixture of such gravel and broken stone may be used.

Sizes of Stone.

Section No. 151. Broken stone or gravel for concrete shall be graded from fine to coarse, and that which is all of one size, or practically so, shall not be used. It shall be screened or washed so as to remove all dust, and it shall contain no pieces that will pass through a hole three-eighths (⅜) inch in diameter, and no pieces that will not pass through a hole one and one-half (1½) inches in diameter. Broken stone or gravel for concrete, graded as above, but between three-eighths (⅜) and three-fourths (¾) inch in diameter, may be required and used in special parts of the work.

Rubble Concrete.

Section No. 152. In concrete where the thickness is thirty (30) inches or more, if permitted by the Engineer, the Contractor may imbed in the same pieces of sound stone whose greatest diameter does not exceed twelve (12) inches and whose least diameter or thickness is not less than three-quarters (¾) of the greatest diameter. These stones shall be set by hand in the concrete as the layers are being rammed, and so placed that each stone is completely and perfectly imbedded. No two (2) stones shall be within six (6) inches of each other and no stones within four (4) inches of an exposed face, nor shall any such stone be placed nearer than six (6) inches to any metal built in the concrete for reinforcing the same.

Proportions.

Section No. 153. The proportions of cement, sand and stone (or gravel) used in making concrete shall be as follows:

Section No. 154. Concrete in floor, side walls and roof, one (1) part of cement, two (2) parts of sand and four (4) parts of stone.

Section No. 155. Protective concrete outside of waterproofing lines on sides and roof, one (1) part of cement, four (4) parts of sand and eight (8) parts of stone.

Mixing by Machine.

Section No. 156. Whenever practicable, concrete shall be machine mixed. A rotary machine of a pattern approved by the Engineer, and mixing only one batch at a time, shall be used.

Mixing by Hand.

Section No. 157. When concrete is mixed by hand the stone or gravel shall be spread on a platform in a bed about six (6) inches thick, and shall be thoroughly wet. Sand shall be spread on a platform and the requisite portion of cement spread on the sand. After thoroughly mixing the latter, the dry mixture thus formed shall be spread evenly over the bed of stone wet as above, and the whole turned over until thoroughly mixed, but not less than two (2) turnings on the mixing board shall be allowed in any case, water being added as necessary. Care shall be taken to keep the bed of concrete wet and avoid piling.

How Laid.

Section No. 158. Concrete shall be placed immediately after mixing in layers of such thickness as may be directed by the Engineer, and shall be thoroughly compacted throughout the mass by ramming or spading, special tamping bars or tools being used as approved by the Engineer. The amount of water used in making the concrete shall be as approved by the Engineer. If a small amount of water has been used in mixing, ramming shall be continued until the water flushes to the surface; as a rule, however, concrete shall be placed wet.

Made Smooth to Receive Waterproofing.

Section No. 159. Concrete to which waterproofing is to be applied shall be made smooth at the time of laying and shall be carefully protected from injury by barricades or otherwise, if necessary until thoroughly set.

Time for Hardening.

Section No. 160. Concrete shall be allowed to set for twelve (12) hours, or more, if so directed, before any work shall be laid upon it; and no walking over or working upon it shall be allowed while it is setting. Concrete shall not be flooded with water before being thoroughly set.

Rock Surface to be Cleaned.

Section No. 161. Before laying concrete on rock surfaces the latter shall be swept clean of all debris and dirt, and when laid on earth the earth shall be rammed as directed before placing the concrete.

Surface Rough for Bonding.

Section No. 162. Wherever a section of concrete is necessarily left unfinished, leaving a surface which will be hard set before additional concrete can be laid, the surface shall be left rough to form a bond with the new work; and if deemed necessary by the Engineer, the joints shall be reinforced with steel bars or dowels, to be furnished by the Contractor.

Joints Cleaned.

Section No. 163. In all cases of joints of old with new work the old surfaces shall be thoroughly cleaned and wet, and a coating of mortar or cement shall be applied, if required, before placing the concrete.

Forms.

Section No. 164. Suitable forms shall be provided by the Contractor to support the concrete while being placed in the walls or roofs. These forms shall be immediately replaced by new ones as soon as they commence to lose their proper shape. Before being used they shall be carefully cleaned of cement and dirt in order to provide a perfectly smooth face to the exposed surface of the concrete. The forms shall be made of wood, kept carefully planed; or made of metal sufficiently thick to retain their shape without the use of wood.

Section No. 165. No forms made of wood, and covered with iron will be permitted.

Section No. 166. The forms if made of wood, shall be made of boards with tight joints, tongued and grooved if required by the Engineer.

Precautions in Placing.

Section No. 167. Every precaution shall be taken in placing or assembling the forms to do so in such a manner that when removed, after the concrete has been placed, the faces of the concrete that are to remain exposed shall present a smooth and even surface.

Forms, How Set—Forms Removed—Surface Irregularities Corrected—Defective Work Replaced.

Section No. 168. The forms shall be set true to line, firmly secured, and be so tight as not to allow water in the mortar to escape; they shall be thoroughly wet before placing the concrete and shall be removed as soon after the concrete has been placed as in the judgment of the Engineer may be done with safety to the work. Immediately on the removal thereof the faces that will remain exposed shall be carefully examined and any irregularities of the surface corrected; projections shall be removed and voids filled with mortar. If, however, the voids are such as to indicate an excessive loss of mortar, portions of the concrete shall be cut out to the fullness of such defects and the space refilled with a rich concrete or mortar in such proportions and in such manner as the Engineer may direct.

Reinforcement Steel.

Section No. 169. Where reinforcement steel or wire mesh is used, efficient meeans shall be provided to maintain it in the exact position it is to occupy in the completed work, and to prevent it from becoming dislodged, or moved in any manner, when concrete is placed.

Surfaces Not To Be Painted.

Section No. 170. The exposed faces of the concrete shall be left with the natural cement finish; therefore, immediately following the removal of the forms, followed by the removal of the projections and the filling of voids as provided above, these entire surfaces shall be rubbed down in such a manner, approved by the Engineer, as will leave a smooth and even surface, the object in view being to obtain a generally smooth finished surface with uniformity in color.

Impervious to Water.

Section No. 171. It is intended to obtain concrete impervious to water; the concrete shall be mixed and deposited with this end in view, and on the roof of the Railroad, if waterproofing is not used, the top surface of the concrete shall be carefully troweled as may be directed in order to add to its imperviousness.

Concrete, How Measured and Paid For.

Section No. 172. Concrete masonry shall be measured in place in the work to the prescribed net lines ordered by the Engineer and shall be paid for at the prices in Schedule Items 6 and 7; which prices are to include the cost of all scaffolding, centres, forms, etc., and removing the same, and all work incidental thereto.

Backing or Filling Concrete, Not Paid For.

Section No. 173. No concrete backing or filling outside of the ordered net lines of excavation will be paid for.

(For Concrete in Sewers, see Sewers.)

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Brick Masonry.

Quality.

Section No. 174. Bricks for masonry shall be of the best quality common bricks, burned hard entirely through, regular and uniform in shape and size and of compact texture.

Hollow Terra Cotta Blocks.

Section No. 175. Hollow terra cotta blocks or bricks may be required on the outside of walls of the structure or at such other places as the Engineer may direct. They shall be of the best porous terra cotta as approved by the Engineer, and shall be laid in such manner as hereinafter specified or as the Engineer may direct.

How Laid.

Section No. 176. All brick masonry shall be laid in mortar of the quality above described, except that in exposed locations coloring matter may be added, if required by the Engineer. The bricks shall be laid to line with joints in the face work not exceeding one-quarter (¼) of an inch in the beds, and three-eighths (⅜) of an inch on ends; the bricks to be thoroughly wet before laying and to be completely embedded in mortar under the bottom and on the sides and ends at one operation, care being taken to have every joint full of mortar.

All exterior surfaces shall be smooth and regular.

Cleaned.

Section No. 177. The inside faces of all arches and other exposed parts shall have all the mortar scraped off and washed clean immediately after the centres have been struck, and shall be pointed and left in neat condition.

No "Bats" or Culls.

Section No. 178. All bricks of whatever nature shall be carefully culled and if necessary gauged before laying, at the expense of the Contractor. No "bats" shall be used except in large masses of brickwork, where a moderate proportion, to be determined by the Engineer, may be used, but nothing smaller than half bricks.

Racked or Toothed.

Section No. 179. All unfinished work shall be racked back or toothed, as directed by the Engineer, and before new work is joined to it the faces of the brick in the old work must be scraped entirely clean, scrubbed with a stiff brush and be well moistened.

Special Bricks.

Section No. 180. Where necessary to make a neat joint in connection with steel framework, or at corners, curves or other similar places, special bricks of proper shape shall be furnished and used. All centers and forms shall be made to fit the curves of the work; they shall be put up and removed in a manner satisfactory to the Engineer.

Measurements and Payments:

Section No. 181. Brick masonry shall be measured to the lines indicated and shown on the plans and as ordered by the Engineer and shall be paid for as herein stipulated in Schedule Item 9, for common brick masonry and Item 10 for hollow terra cotta brick or tile masonry; these prices are to include the cost of all scaffolding, forms, centres, etc., and the removal of the same, of all plastering and pointing, and of all other work incidental thereto.

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Stone Masonry.

Rubble Stone Masonry, Where Used.

Section No. 182. Rubble stone masonry will be used for supporting the street railroads over the roof of the Railroad where permanent supports are required, or at such other places as the Engineer may require.

How Laid.

Section No. 183. Rubble stone masonry shall be made of sound, clean stone of suitable size, quality and shape for the work in hand and shall be laid in mortar mixed in the proportion of one (1) part of cement to three (3) parts of sand. All beds and joints shall be well filled with mortar and the work must be thoroughly bonded.

Dry Rubble Masonry.

Section No. 184. In connection with the construction of sewers, or wherever else directed by the Engineer, dry rubble masonry shall be used. It shall consist of stone not less than three inches thick and one cubic foot contents laid on natural beds and bonded to give greatest degree of strength, with such spalls as are required for leveling.

Measurements and Payments.

Section No. 185. Rubble stone masonry shall be measured in place in the work and to the lines ordered by the Engineer, and it shall be paid for as herein stipulated under Schedule Item 8 if with mortar, and under Item 8-A if dry.

Other Masonry.

Section No. 186. In case, during the progress of the work, stone masonry of a different class than that specified above shall become necessary and shall be required by the Engineer, the same shall be constructed according to specifications applicable to the best work of such class, and it shall be paid for as provided in Article XII of the contract.

15

Waterproofing.

General Limits of Waterproofing.

Section No. 187. In general, waterproofing of the structure will be limited to over the roof between stations and to those surfaces near ground water or mean high water if ground water level is found for any reason to be below mean high water. At other places free drainage shall be provided by pipe drains, hollow tile or broken stone.

Protecting Masonry.

Section No. 188. The protecting masonry shall be hollow terra cotta blocks, common bricks or concrete, laid and paid for as herein elsewhere provided, and shall not be less than four inches in thickness.

Laid Against Sheeting.

Section No. 189. In places where permanent sheeting is placed at the waterproofing line, the waterproofing, if permitted by the Engineer, may be applied against the sheeting.

Surfaces To Be Made Smooth.

Section No. 190. All surfaces to which waterproofing is to be applied shall be made as smooth as possible; on these surfaces there shall be spread either hot melted pitch or asphaltum in a thick layer of uniform thickness; on this layer of pitch or asphaltum shall be laid a treated woven fabric of such material as may be approved by the Engineer; this process shall be repeated until such number of layers as may be required by the Engineer have been placed and a final coat of pitch or asphaltum shall then be applied.

Definition of Term "Ply."

Section No. 191. The term "ply" as used in these specifications shall mean a layer of treated woven fabric, both sides of which shall be coated with pitch or asphaltum at the time of laying.

Number of "Ply."

Section No. 192. The number of plies of waterproofing over the roof between stations shall in no case be less than three (3), except as hereinafter provided where brick laid in asphalt mastic is used.

Brick in Asphalt Mastic.

Section No. 193. On the sides and bottom of the structure below a line of two (2) feet above ground water, or, if ground water is below mean high water level, then two (2) feet above mean high water, one (1) ply of waterproofing, as described above, shall be used with one or more layers of brick laid in asphalt mastic; the number of layers of bricks to be determined by the Engineer.

In any case where brick laid in asphalt mastic is not used, the number of plies shall be as local conditions require and as directed by the Engineer.

Quality of Brick.

Section No. 194. The quality of brick shall be the same as provided in the specifications under the head of Brick Masonry. The brick shall be properly dried and shall be heated before laying.

Measurements and Payments.

Section No. 195. Brick in asphalt mastic will be measured in place to the lines ordered by the Engineer, and will be paid for at the price herein stipulated, Schedule Item 16.

Section No. 196. Six (6) plies of waterproofing may be substituted for brick in asphalt mastic, if approved by the Engineer, and will be paid for as provided for fabric waterproofing.

Asphalt Mastic.

Section No. 197. Asphalt mastic shall contain one-third (1-3) pure bitumen, the other ingredients to be sand and lime dust or cement, in proportions governed by local requirements and weather conditions.

Leaks Stopped.

Section No. 198. Any masonry that is found to leak at any time prior to the completion of the work and final acceptance thereof by the Commission shall be cut out and the leak stopped, at the sole expense of the Contractor.

Quality of Pitch.

Section No. 199. Pitch shall consist of either coal-tar or natural asphalt as the Engineer shall elect; it must be delivered on the work in packages that are plainly marked with the manufacturer's brand, and indicating the grade and quality of the material.

Coal-Tar Pitch.

Section No. 200. The coal-tar pitch shall be straight-run pitch containing not less than twenty-five (25%) per centum and not more than thirty-two (32%) per centum of free carbon, which will soften at approximately 70° F., and melt at 100° F., being a grade in which distillate oils distilled therefrom shall have a specific gravity of 1.05.

Quality of Asphalt.

Section No. 201. The asphalt used shall be the best grade of Bermudez, lake or other natural asphalt, subject to the approval of the Engineer, and shall comply with the following requirements:

The asphalt shall contain in its refined state not less than ninety-five (95) per cent. of natural bitumen soluble in rectified carbon bisulphide or in chloroform. The remaining ingredients shall be such as not to exert an injurious effect on the work. Not less than two-thirds (2-3) of the total bitumen shall be soluble in petroleum naphtha of seventy (70) degrees Baume or in acetone. The asphalt shall not lose more than four (4) per cent. of its weight when maintained for ten (10) hours at a temperature of three hundred (300) degrees Fahrenheit.

Woven Fabric for Waterproofing.

Section No. 202. The fabric to be used shall be a woven fabric which shall have been treated with pitch or asphaltum before being brought on the work. The fabric and the material used in its treatment shall be approved by the Engineer.

Concrete to be Dry.

Section No. 203. All concrete shall be dry before waterproofing is attached. If, in the judgment of the Engineer, it is impracticable to have the concrete dry, then there shall be first laid a layer of the treated fabric, on the upper surface of which is to be spread the first layer of pitch or asphaltum; the said layer of fabric shall then be counted as one of the required plies.

Each layer of pitch or asphaltum fluxed as directed by the Engineer must completely and entirely cover the surface on which it is spread without cracks or blow holes.

Fabric for Waterproofing to be Carefully Laid.

Section No. 204. The fabric must be rolled out into the pitch or asphaltum while the latter is still hot, and pressed against it so as to insure its being completely stuck over its entire surface, great care being taken that all joints are well broken by overlapping, and that the ends of the rolls of the bottom layers are carried up on the inside of the layers on the sides, and those of the roof down on the outside of the layers on the sides so as to secure a full lap of at least one (1) foot. Especial care must be taken with this detail.

Section No. 205. When the finishing layer of concrete is laid over or next to the waterproofing material, care must be taken not to break, tear or injure in any way the outer surface of the pitch or asphaltum.

Skilled Labor To Be Employed.

Section No. 206. None but competent men, especially skilled in work of this kind, shall be employed to lay the waterproofing.

Measurements and Payments.

Section No. 207. Measurements will be made on the basis of actual area covered by the number of plies ordered, no account being taken of laps, and the waterproofing will be paid for as herein stipulated. Schedule Item 15.

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Steel and Iron.

Open Hearth Process.

Section No. 208. Steel shall be made in an open hearth furnace.

Chemical and Physical Properties.

Section No. 209. The chemical and physical properties of finished material shall conform to the following limits:

Properties.	Structural Steel.	Carbon Rivet Steel.	Steel Castings.
Phos. (Max.)............	.04%	.04%	.05%
Sulph. "	.05%	.04%	.05%
Mn. "	.60%	.60%	.80%
Si. "	.10%	.10%	35%
Ult. Str.................	60000±4000	50000±4000	65000±(Min.)
Yield Point	55% Ult.	55% Ult.	35000±(Min.)
Elongation...............	$\frac{1500000}{\text{Ult. Str.}}$	$\frac{1500000}{\text{Ult. Str.}}$	20% in 2"
Fracture.................	Silky.	Silky.	Fine granular
Cold Bend...............	180° flat.	180° flat.	120° (d.=3+.)

Yield Point.

Section No. 210. The yield point shall be that strain beyond which the elongation ceases to be proportional to the weight imposed, and may be indicated by drop of beam. The speed of testing shall be governed by the inspector.

Finish.

Section No. 211. Sufficient discard shall be made to insure sound material free from piping or excessive segregation. The material shall be finished straight and smooth, and shall be free from all seams or other defects. Any imperfection which may develop during the progress of the work will be sufficient cause for rejection.

Steel Castings.

Section No. 212. Steel castings shall be true to pattern and free from injurious imperfections.

Standard Test Pieces.

Section No. 213. The tensile strength, yield point and ductility of the material shall be determined from a standard test piece of not more than two (2) inches in width, and about one-half (½) square inch in sectional area, cut from a full sized bar, with sides turned or planed parallel so as to give a uniform minimum section for at least nine (9) inches. Whenever practicable the two sides of the test piece shall be left as they come from the rolls, but the finish on opposite sides shall be alike in this respect.

Specimens for Bending.

Section No. 214. Specimens for bending shall be cut from the material as rolled.

Rivet Rods.

Section No. 215. Rivet rods shall be tested as rolled.

Steel Castings.

Section No. 216. For steel castings the test piece shall be turned to a uniform minimum section of one-half (½) inch diameter, for a length of at least two and one-half (2½) inches. Specimens for bending shall be one (1) inch by one-half (½) inch in section.

Ductility Elongation.

Section No. 217. In determining the ductility, the elongation shall be measured after breaking on an original length as specified, in which length shall occur the curve of reduction each side of the point of fracture.

Where Taken From.

Section No. 218. For rollers the specimens shall be cut from the finished bar so that the centre of the specimen shall be one inch from the outside of the bar.

Section No. 219. For steel castings the specimens shall be cut from coupons cast on some portion of a casting from each melt, and shall be annealed with the casting before it is cut off.

Treatment of Test Specimens.

Section No. 220. The material from which test specimens are cut shall receive the same treatment as the material which it represents in the finished structure.

Number of Tests.

Section No. 221. At least one tensile and one bending test shall be made from each melt of steel as rolled. In case steel differing three-eighths (⅜) inch or more in thickness is rolled from one melt, a test shall be made from the thickest and from the thinnest material rolled.

Variation in Weight.

Section No. 222. A variation in weight of any piece of steel of two and one-half per centum (2½ per cent.) from that specified shall be sufficient cause for rejection, except in case of sheared plates exceeding one hundred (100) inches in width, where the variation may be five (5) per centum.

Material Marked.

Section No. 223. Each finished piece of steel shall be marked with the melt number, excepting that bars for reinforcing concrete shall be bundled and the melt number stamped on a metal tag attached to each bundle.

Wrought Iron.

Double Rolled.

Section No. 224. All wrought iron shall be double rolled, and no scrap used in its manufacture. It shall be thoroughly welded in rolling, shall be tough, ductile, and fibrous, and shall be finished straight and smooth. It shall be uniform in quality and free from surface defects.

Method of Testing.

Section No. 225. The methods specified for testing rolled steel shall apply generally to wrought iron. It shall show by the standard test piece an ultimate strength of fifty thousand (50,000) lbs. per square inch, and a yield point of twenty-six thousand (26,000) lbs. per square inch. It shall bend one hundred and thirty-five degrees (135°) with inner radius not to exceed twice the thickness of the piece tested. When nicked and bent the fracture shall show at least ninety (90) per centum fibrous.

Cast Iron.

True to Pattern—Tests.

Section No. 226. All castings shall be true to pattern, out of wind and free from injurious imperfections. They shall be of a good quality of tough gray iron made by the cupola process. Sample test pieces, cylindrical in shape, one and one-quarter (1¼) inches in diameter and fifteen (15) inches long, cast under the same circumstances as those which attended the casting of the full-sized piece, shall sustain at the centre, when resting upon two dull knife edges twelve (12) inches apart, a load of three thousand (3,000) lbs. with a deflection of at least one-tenth (1-10) of an inch before rupture.

Workmanship.

Quality.

Section No. 227. All workmanship shall be first class. All parts exposed to view shall be neatly finished. All nuts on the finished structure shall be hexagonal.

Rods, Deformed Sections.

Section No. 228. Rods and bars to be used for reinforcing concrete shall be deformed as approved by the Engineer; plain bars will not be used.

Bent Rods and Bars.

Section No. 229. Bent rods and bars and other bent material shall be bent hot and annealed, except that obtuse bends in material less than one square inch section may be made cold when permitted by the Engineer. The bending shall be done before the material is delivered on the work. Except in special cases, all bends shall be made uniformly to template.

Material Straightened in Shop.

Section No. 230. All material shall be straightened in the shop before being worked in any way.

Holes Accurately Spaced.

Section No. 231. All holes shall be accurately spaced and punched. Unfair holes shall be reamed to exact match; drifting to enlarge the holes will not be allowed. Poor matching of holes will be cause for rejection.

Size of Punch.

Section No. 232. In punching, the diameter of the punch shall not exceed by more than one-sixteenth (1-16) of an inch the diameter of the rivet to be used, and the diameter of the die shall be as small as may be required to punch a clean hole. When the material is to be sub-punched and reamed, a punch of diameter three-sixteenths (3-16) of an inch smaller than specified above shall be used, and all reaming shall be done after the material is assembled, with twist drills of one-sixteenth (1-16) of an inch greater diameter than the rivet to be used.

Sub-punching and Drilling.

Section No. 233. All material over seven-eighths (⅞) of an inch thick shall be drilled from the solid. Material over five-eighths (⅝) of an inch and not exceeding seven-eighths (⅞) of an inch in thickness shall be sub-punched and reamed. All other material may be direct punched.

Sheared Edges.

Section No. 234. Sheared edges of material exceeding five-eighths (⅝) of an inch in thickness, to be used in main members shall be planed at least one-eighth (⅛) of an inch.

Burrs Removed.

Section No. 235. All burrs shall be removed, and the members shall have all parts firmly drawn together with bolts before reaming or riveting is commenced.

Riveting.

Section No. 236. Rivets when driven shall completely fill the holes and shall be machine driven wherever possible. They shall have full concentric heads or they shall be countersunk when so required. Rivet heads shall not be flattened to less than half the diameter of the rivet on the line of the shank unless countersunk.

Use of Bolts.

Section No. 237. Generally the use of bolts instead of rivets will not be permitted, but when used in special cases the holes shall be reamed parallel, and the bolts turned to a driving fit.

Templates.

Section No. 238. All holes for field rivets, excepting those in connections of lateral and sway bracing, shall be sub-punched and accurately drilled to an iron template, or reamed and match marked while the connecting parts are temporarily assembled in the shop. In case of splices of upper chords or other compression members, the abutting members shall be brought to a forcible contact.

Finished Members.

Section No. 239. Finished members shall be true and free from kinks, twists or open joints. Ends of floor beams and stringers shall be finished square and true.

Rods Upset.

Section No. 240. Rods and bars which are to receive a thread shall be properly upset. Where threads are cut on steel, they shall be properly filleted.

Annealing.

Section No. 241. Steel, except in minor details, which has been partially heated, shall be properly annealed. All steel castings shall be annealed.

Abutting Surfaces Faced.

Section No. 242. All abutting surfaces, except flanges of plate girders, shall be neatly planed or faced perpendicular to the direction of the strain, so as to insure even bearings.

Stiffeners.

Section No. 243. Stiffeners of plate girders shall fit neatly against the flange angles. Web splice plates and fillers under stiffeners shall be cut to fit within one-eighth (⅛) of an inch of flange angles.

Pins and Rollers.

Section No. 244. Pins and rollers shall be turned accurately to a gauge, and shall be of full size throughout. All pin-holes shall be bored truly and at right angles to the axes of the members to be connected, and shall fit the pins with a play not exceeding one thirty-second (1-32) of an inch.

Bed Plates Planed.

Section No. 245. Bed plates shall be planed. The bottom of the shoes shall be planed exactly parallel to the center line unless otherwise shown. The cutting of the planing tool shall be in the direction of expansion.

Details Boxed.

Section No. 246. Nuts, bolts, rivets and other details shall be boxed.

Weight Marked.

Section No. 247. The weight of every piece and box shall be plainly marked upon it.

Inspection.

Section No. 248. Free access and information shall be given by the Contractor for a thorough inspection of material and workmanship, with proper office facilities.

Mill Orders in Triplicate.

Section No. 249. The Engineer shall be furnished copies in triplicate of all mill orders, and no material shall be rolled nor work done before the Engineer has been notified so that he may arrange for the Inspector.

Contractor Responsible.

Section No. 250. The Inspector shall make detailed reports of his inspection to the Engineer and may notify the Contractor of any defects in the material or workmanship, but all acceptances made by him shall be considered temporary, and his inspection shall in no way relieve the Contractor of full responsibility for the character and accuracy of the work until its completion and final acceptance by the Engineer.

Errors in Plans.

Section No. 251. The Contractor shall be responsible for all errors which can be discovered by checking or examining the plans.

Chemical Analysis.

Section No. 252. Chemical determination of the percentage of carbon, phosphorus, sulphur, and manganese shall be made by the manufacturer from a test ingot, so taken, during the casting of each melt of steel, as to fairly represent the melt. Two copies of such analysis shall be furnished to the Engineer or his Inspector.

Check Analyses.

Section No. 253. Check analyses shall be made, at the discretion of the Engineer, of the finished material, on drillings from pieces selected by the Inspector from parts suspected of being most highly segregated. These analyses shall not show a variation above the ladle analysis of more than twenty-five (25) per centum for phosphorus, nor more than fifty (50) per centum for sulphur. The analyses shall be made by a chemist designated by the Engineer.

Contractor to Make Tests.

Section No. 254. The Contractor shall furnish, without extra charge, such standard test pieces as may be necessary to determine the uniform quality of the material and also the use of a reliable testing machine, with necessary labor for testing.

Inspector's Office.

Section No. 255. The Contractor shall furnish for the use of the Inspector a suitably equipped office at the mills and at the shops.

Loading and Shipping.

Section No. 256. All parts shall be carefully loaded and protected from injuries during transportation by such means as will be satisfactory to the Inspector. After delivery of materials at the work the Contractor will be required to store the same on skids at least twelve (12) inches above the ground to keep the same in good condition. Any piece showing injurious effects of rough handling at any stage until the final acceptance of the work may be rejected.

Payments for Steel and Cast-iron.

Section No. 257. The prices to be paid for steel and cast-iron are as herein provided in Schedule Items 19, 20, 21, 22 and 23. These prices include the cost of material delivered and erected on the work, with the exception of Item 23, the placing of which is provided for in Item 22. These prices are to include also the cost of all necessary cleaning and painting (where painting is required) and of all other incidental work. The quantity of metal to be paid for shall be the number of pounds actually placed in accordance with the drawings or orders.

Miscellaneous Castings.

Section No. 258. For other castings, not included in the above and not including castings for sewer work or pipes, payment will be made as provided in Schedule Item 25.

Wire Mesh.

Section No. 259. Wire mesh, of a character and weight to be approved by the Engineer, is to be furnished and placed around the lower flanges of the roof girders, and at other places as may be required, in order to hold the concrete in place.

Wire Mesh, Payment for.

Section No. 260. Wire mesh, wherever used, will be paid for as stipulated in Schedule Item 26, which price is to include the material in place and all work necessary and incidental thereto.

17.

Painting.

Section No. 261. All metal work, excepting as otherwise herein provided, shall be painted with three coats of paint, including the shop coat, of kind and quality approved by the Engineer. Lead or carbon paint will generally be required.

Shop Coat.

Section No. 262. All iron shall be scraped free from scale, and receive one coat of red lead paint as herein specified before leaving the shops. All surfaces which come in contact or are enclosed shall be painted before being assembled. All turned or faced surfaces shall receive a coat of white lead and tallow before leaving the shops.

Quality of Red Lead.

Section No. 263. The red lead shall be strictly pure, and shall contain at least 80 per cent. of "true lead" (Pb_3O_4). The color shall be a clear, pure tint. The red lead shall be of the fineness that when washed with water through a No. 19 silk bolting cloth, not more than 1 per cent. shall be left on the screen.

Quality of Linseed Oil.

Section No. 264. The linseed oil must be absolutely pure, fully aged and ripened, well settled oil. It shall be perfectly clear on receipt, and after heating to 212 degrees Fahr. on a current of hydrogen, shall not show a deposit of foots nor a loss of over 0.4 per cent. for raw oil, nor over 0.2 per cent. for boiled oil. The specific gravity at 60 degrees Fahr. for raw oil shall be between 0.932 and 0.937, and for boiled oil between 0.936 and 0.940.

Original Packages.

Section No. 265. All material shall be delivered, inspected and sampled in original packages.

Proportions in Mixture.

Section No. 266. Red lead paint shall be mixed in the proportion of 500 lbs. of red lead to 5½ gallons of boiled linseed oil, and 11 gallons of raw linseed oil.

Damaged Shop Coat to be Renewed.

Section No. 267. Where the shop coat has become damaged before or after erection, through any cause whatever, it shall be renewed with the same kind of paint as originally used, such renewal to be considered only as a part of the original shop coat. If the Engineer so directs on members or parts of members buried in concrete the shop coat will be omitted.

Structural Steel and Rods.

Section No. 268. Structural steel and rods to be imbedded in concrete shall be protected from the weather before being put in place, and shall be cleaned and scales removed but not painted before being incased in the concrete.

Second Coat Carbon Paint.

Section No. 269. The second coat of paint shall be a carbon paint approved by the Engineer. It shall be applied after erection, but not until the metal has been cleaned from dirt or other objectionable matter that may be found thereon.

Metal to be Cleaned After Erection.

Section No. 270. After erection the metal shall be thoroughly cleaned of all dirt, rust or scales by stiff wire brushes or sand blasts, as directed, and afterward dusted and thoroughly and evenly painted as described above. No paint shall be applied until the cleaning has been passed upon by an Inspector.

Third Coat.

Section No. 271. Between stations the exposed members shall be given a third coat, which shall be a carbon paint of a color and quality approved by the Engineer.

Third Coat, When Applied.

Section No. 272. The third or finishing coat shall be applied to all exposed surfaces of the metal after its erection, and after a completion of the masonry or other work; it shall be applied at such time after such completion and before the final acceptance of the work as in the judgment of the Engineer may be advisable. The several field coats shall be sufficiently tinted to be distinctive.

Surfaces in Contact.

Section No. 273. Surfaces of exposed members inaccessible after erecting, shall be cleaned and painted before erecting.

Recesses, etc.

Section No. 274. All recesses that might contain water, or through which water could enter, must be filled with thick paint or a waterproof cement of ground skins before receiving final painting.

Section No. 275. All surfaces so close together as to prevent the insertion of a brush, must be painted thoroughly by using a piece of cloth, if necessary.

Rainy or Freezing Weather.

Section No. 276. No painting in rainy or freezing weather or on wet surfaces will be permitted.

Payments.

Section No. 277. Payment for painting is included in the prices for steel and iron.

18.

Ducts.

Vitrified Ducts—Quality and Size.

Section No. 278. The ducts to contain cables for transmitting electricity shall be manufactured of the best clay, thoroughly mixed, burnt and vitrified, sound in all respects, straight and free from soft spots, stones, cracks or blisters liable to impair their strength or durability; in lengths generally of from eighteen (18) to thirty-six (36) inches, shorter lengths shall only be used as directed; generally in four-way form with circular holes, the diameter to be such as to pass a mandrel three and one-half (3½) inches in diameter; one, two or three-way ducts shall be used in special cases as determined by the Engineer. The interior surface of the holes to be smooth and clear of warts, tits, pits or blisters, which may tend to injure the electric cable in pulling the same through the duct. The ends to be cut smooth and at right angles to the axis of the duct and beveled on inside for three-quarters (¾) of an inch.

Thickness of Ducts.

Section No. 279. The outside walls and webs of four-way ducts to be three-quarters (¾) of an inch thick; the outside dimensions of ducts to be not less than nine and one-quarter (9¼) nor more than ten (10) inches, and constructed square on outer lines; the dimensions of single, two-way or three-way ducts shall be consistent with the above.

Ends Combed.

Section No. 280. The ends of ducts to be combed with two (2) sets of three (3) combings each, each combing to have a width of one-quarter (¼) of an inch and a depth of one-sixteenth (1/16) of an inch.

Glaze.

Section No. 281. The inside and outside of ducts to be thoroughly glazed in the most approved manner with good salt glaze.

Inspection.

Section No. 282. All ducts to be subject to inspection, both at the place of man-manufacture and on the work. All rejected ducts to be promptly removed by the Contractor at his expense.

How Laid.

Section No. 283. The ducts shall be laid in beds of cement mortar about one-quarter (¼) of an inch in thickness, with broken joints and with full bearing. Two (2) strips of thick unbleached muslin six (6) inches wide, and coated with neat cement mortar, shall be used to wrap each joint, the ends of the wrap to lap six (6) inches. The muslin shall be not less than 56 x 60 count, weight not less than four (4) ounces to the yard and width thirty-six (36) inches. In laying the ducts care must be taken to close abutting joints so that practically the end of ducts shall be in contact on all sides. Where ducts are laid on curves, the wraps must be doubled if required, to protect the openings between the ends of the ducts on the outer line of the duct and to exclude all mortar from duct openings.

Mandrels.

Section No. 284. The ducts shall be laid with a linked mandrel of the length and diameter to be prescribed, the same accurately fitting the duct openings, the mandrel to be left in each duct until the next succeeding duct is laid.

Dowel Pins.

Section No. 285. The ducts shall be laid with dowel pins, at least two pins on the opposite sides horizontally.

Laid to Line.

Section No. 286. The ducts shall be so laid that the centre of the holes shall be true to line and grade.

To Be Rodded.

Section No. 287. After the ducts are laid, and sufficient time is given to allow the mortar in beds to set, they shall be rodded; all mortar or other foreign matter must be cleaned from the duct openings, leaving a clear and smooth opening. If obstructions are found in rodding the ducts which cannot be removed by cleaners, so as to give a clear and smooth opening sufficient to pass a three and one-quarter (3¼) inch mandrel, the ducts shall be removed and relaid; all ducts, during construction and after being rodded, shall be plugged with suitable plugs, to be furnished by the Contractor. If wooden plugs are used they shall be immersed in water for at least eight (8) hours before being put in place.

Measurement and Payment for Vitrified Ducts.

Section No. 288. Tunnel ducts shall be paid for per duct foot in place at the price herein stipulated for tunnel ducts, Schedule Item 18, which price shall include the cost of furnishing, laying, rodding and all the material and work incidental thereto. The tunnel ducts to be provided under Schedule Item 18, shall include only those intended solely for the purpose of the operation of the Railroad.

Duct Manholes.

Section No. 289. Duct manholes shall be built at the sides of the Railroad in connection therewith and as indicated on the plans. These manholes shall be generally at intervals of about three hundred feet, and shall be on either or both sides of the Railroad as necessary, in accordance with the location of the duct lines. They may vary in form as may be necessary to accommodate the work to local conditions.

Duct Manholes at Stations.

Section No. 290. Duct manholes will be built at the ends of the stations to provide for the passage of the ducts under the station platforms.

Section No. 291. At manholes the ducts will be laid to conform to the special conditions.

19.

Drains and Pumps.

Railroad to be Drained.

Section No. 292. Every part of the Railroad must, so far as possible, be so arranged that any water finding access thereto will be led away automatically to the City sewers.

Section No. 293. Where the Railroad is on an inclined gradient, and is constructed in dry, porous soil, the floor of the Railroad may be depended on to act as a conduit. At the bottom of the inclined gradient connections must be made with a sewer or with sub-drains lying beneath the Railroad and draining into the sewers.

Sub-drains.

Section No. 294. Along such parts of the work where the soil is not porous, or where the floor of the Railroad cannot, in the judgment of the Engineer, be used as a conduit, there shall be laid, beneath the rail level and on a continuous descending gradient, drain pipes of vitrified salt-glazed stoneware, of the quality described in these specifications for sewer pipe. These drain pipes shall be of such diameter not exceeding fifteen (15) inches, as the Engineer may direct, and there shall be one (1) such drain for each two (2) tracks. Each drain shall be laid in the concrete or directly in the soil with tight or open joints, as directed, and in such manner and in such position, as in the opinion of the Engineer, local circumstances require.

Connections and Cross Drains.

Section No. 295. Where drain pipes connect with the City sewers, the junction shall be protected by suitable traps, and back-pressure valves or gate valves where necessary, to prevent back rush of water or gas from the sewers. Connections with the Railroad shall be as necessity demands and all as directed by the Engineer. Cross drains to connect with the main drains will be placed at such places and in such manner as the Engineer shall direct; also vertical drains at the sides of the Railroad. These drains shall be of vitrified pipe or of cast iron as directed.

Broken Stone for Drainage.

Section No. 296. Broken stone shall be placed for the purposes of drainage, as indicated on the plans or as required by the Engineer.

Sumps.

Section No. 297. At the low points of the grade of the Railroad where the same passes below the bottom of adjacent sewers there shall be constructed sumps connected with the subdrains or the floor of the Railroad. Such sumps must be water-tight, with a capacity of not less than eight hundred (800) gallons each.

Pumps for Tunnel Drainage.

Section No. 298. Adjacent to each sump a suitable enclosure shall be provided in which two pumps shall be installed, each of which shall have ample capacity to remove all the water entering the sump at that point under ordinary conditions. These pumps shall each have a separate source of power, and shall be arranged to operate automatically. Under this contract the Contractor will only furnish the pump or pumps required and set them in place as directed, including the necessary pipe and drainage connections between the sumps and sewers.

The pumps shall be of the capacity required by the Engineer.

Capacity.

Section No. 299. If in the opinion of the Engineer the service requires it, each of these pumps shall be able to remove from the sump eight hundred gallons per minute.

Delivery to Sewers, Etc.

Section No. 300. The delivery of such pumps shall be into the City sewers, and all piping, valves, etc., in connection therewith, shall be installed as a part of this contract.

Payment for Drains, Broken Stone, Pumps, Etc.

Section No. 301. All drains shall be measured in place and the actual net length as laid for each class of drain will be paid for as herein provided in Schedule Item 17 and 17-A. The prices therein provided for each class of pipe will include providing and laying the pipe and all specials of any nature whatsoever, such as bends, tees, wyes, handholes, etc., and all material necessary for joining the same. Where back-pressure valves or gate-valves are required, the cost of setting the same will be included in the above, but the Contractor will be paid in addition the actual net cost of such valves plus ten (10) per cent.

Section No. 302. For broken stone for drainage, furnished and placed, Section No. 296, payment will be made as provided in Schedule Item 14.

Section No. 303. For pumps, Section No. 298, the Contractor will be paid as provided in Article XII of the contract, not including, however, the pipe connections with sumps and sewers, which pipe will be paid for as hereinbefore provided in Schedule Item 17 and 17-A.

20.

Sewers.

In Accordance with Plans and Specifications.

Section No. 304. All sewers and appurtenances shall be built of the materials, of the sizes and dimensions, on the lines and grades, at the depths, with the connections, and in the manner called for by these specifications and shown on the drawings.

Change of Location.

Section No. 305. If, in the opinion of the Engineer, it is impracticable during the progress of the work to construct any sewers, manholes, or other appurtenances, according to the contract drawings, owing to the presence of unknown sub-surface structures or other contingencies, the Contractor shall construct such sewers, manholes or appurtenances in the location given by and according to the directions of the Engineer.

General Clauses Apply.

Section No. 306. The general clauses in this contract relating to excavation, backfilling, cement, mortar, masonry, waterproofing, piling, timber work of all kinds, care of streets and public places, maintenance of surface and sub-surface structures, protection of persons and property, repaving or restoring of the surface of the street or other public places, responsibility of the Contractor, authority of the Engineer to examine and condemn materials, and the power of the Commission and the Engineer in all or any other respects to enforce this contract, apply to the construction and reconstruction of sewers, water mains or pavements, unless specifically amended or exempted, both along the route occupied by the Railroad and elsewhere.

No Claims for Damages.

Section No. 307. Should postponement or delay be occasioned by the precedence of paving or other contracts, which may be either let or executed by the Borough President, Commissioner of Water Supply, Gas and Electricity, or other heads of departments, either before or after the execution of this contract, on the line of the work, no claims for damages therefor shall be made or allowed; nor shall any claim for damages be made or allowed in consequence of the street or the adjoining sewers not being in the condition contemplated by the parties at the time of making the contract, except that if the Contractor shall be delayed in the performance of his work by reason of the street or the adjoining sewers not being in such condition, an allowance of time may be given for the completion of the work as elsewhere provided in this contract.

Size of Trenches.

Section No. 308. The trenches for sewers and basin culverts both in earth and in rock, in streets along the route of the Railroad, shall have vertical sides and shall be six inches wider than the greatest external width of the sewer or its foundation on the side farthest away from the subway; and in other streets the trenches shall have vertical sides, and shall be six inches wider on each side than the greatest external diameter of the sewer, but shall be not less than three feet in width. They shall be excavated to the depth and to the form of the sewer or its foundation. Payments for excavation will be based on the requirements as above.

Limit of Trench Opening.

Section No. 309. Not more than one hundred (100) feet of trench in sewers off the line of the railroad shall be opened at any one time in advance of the sewer already completed, unless by permission of the Engineer, and for a distance specified.

Excavation Completed in Advance.

Section No. 310. The excavation of trenches shall be fully completed a sufficient distance in advance of the laying of the sewer, and the exposed end of the sewer shall in all cases be fully protected.

Trenches for Manholes and Receiving Basins.

Section No. 311. Where the foundation for a manhole or a receiving basin extends beyond the line of such manhole or receiving basin, the excavation required in earth shall be to the lines of the smallest rectangle enclosing the full dimensions of the exterior of the foundation, and shall have vertical sides to the surface, but it shall, in all cases, be six inches larger than the greatest external dimension of the manhole or receiving basin. In rock excavation, the trench shall be six inches larger than the greatest external dimension of the manhole or receiving basin, and shall have vertical sides to the surface.

Foundations.

Section No. 312. Where the ground does not afford a sufficiently solid foundation, the trench shall be excavated to such increased depth as the Engineer may deem necessary, and this extra depth, and all other irregularities in the bottom of the trench, shall be filled up to the required level and form, with such material, and in such manner, as the Engineer shall direct. If so directed, piles shall be driven and a timber or reinforced concrete foundation shall be constructed, as elsewhere provided in these specifications, to support the sewer.

Inspection of Grades.

Section No. 313. When the trench is properly prepared, and before laying any sewer, the Contractor shall notify the Engineer, who will, thereupon, cause the grades for the sewer to be tested, and if correct the sewer shall then be laid in the presence of a duly authorized inspector, and no construction work shall be done in his absence.

Trenches to be Kept Free From Water.

Section No. 314. The trenches shall be kept entirely free from water while the foundation and the masonry are being constructed or the sewer laid. In no case shall water be allowed to flow over the invert or foundation or through the sewer until the mortar is thoroughly set.

Gutter and Passageway to be Kept Open.

Section No. 315. At all times, gutters shall be kept open for surface drainage, and the streets and sidewalks shall be kept clear and free for the passage of carts, wagons, carriages and street or steam railroad cars or pedestrians, and as otherwise provided in these specifications.

Cross-walk, Side-walk and Roadway to be Kept Clear.

Section No. 316. Where any cross-walk or roadway is cut by the trench, it shall be temporarily replaced by a timber bridge with side railings, according to the direction and approval of the Engineer. The work shall at all times be conducted so as to cause as little inconvenience as practicable to the public.

Disposition of Paving Material.

Section No. 317. All curb, gutter, flagging, paving and macadam stones, necessary to be removed, which in the judgment of the Engineer are suitable to be used again, shall be stored in such places as the Engineer shall direct, or shall be removed as provided in these specifications; in all cases a passageway on the sidewalks and in the roadway shall be preserved free from needless obstructions.

Flow of Sewers to be Maintained.

SECTION No. 318. The Contractor shall provide for the flow of all sewers, drains and water-courses interrupted during the progress of the work, and shall restore and make good all connections, and shall immediately cart away all offensive matter, in such manner and with such precautions as the Engineer may direct. All temporary house connections shall be made by closed iron pipes, with suitable provision for preventing leakage at joints. Wooden troughs for such connections will not be permitted.

Brick.

SECTION No. 319. In the construction of brick masonry none but the best quality of common brick burned hard entirely through, regular and uniform in shape and size and of compact texture, shall be used. They shall be culled as they are brought on the ground, and bats and bricks of improper quality are to be removed from the work. A limited number of bats may be used in manholes and closures, and in the outer ring of the sewers where more than two rings of bricks are required.

How Laid.

SECTION No. 320. The bricks shall be properly wet immediately before laying. Every brick is required to be laid in a full joint of mortar, made as described in these specifications, on its bed, end and side, at one operation. In no case is mortar to be slushed or grouted in afterward. The bricks shall be neatly and truly laid, every second course to line, and the joints to be carefully struck on the inside.

Racked Back or Toothed.

SECTION No. 321. All brick work, as it progresses, shall be racked back in courses, and in no case will it be allowed to be toothed, unless by special permission from the Engineer.

Brick or Stone Inverts.

SECTION No. 322. All inverts, or bottom curves, shall be formed from profiles accurately made according to the dimensions of the sewer, and correctly set according to the grades furnished. The masonry shall be allowed to set for twenty-four (24) hours before the arch is turned. Vitrified brick or granite paving blocks shall be used for the inner ring of the invert when required by the Engineer, and whenever so used they must be thoroughly jointed, so as to be water-tight along the inner surface of the sewer. The last course of the invert masonry below the springing line shall be laid as headers.

Brick Arches.

SECTION No. 323. The arches or upper curves shall be formed on strong centres of correct form, according to the sizes and shapes required, and keyed with stretchers in full joints of mortar. The extrados of the arch shall be plastered with mortar one inch thick, mixed in the proportion of one part of cement to two parts of sand. The centres shall not be removed or withdrawn in less than thirty-six hours, or until the work is thoroughly set, and until the filling in of the arch is properly put into place to a depth which is at least one foot above the crown of the arch. The centres in all cases shall be struck and not drawn, so as not to crack or injure the work. Should any crack or settlement appear in the arch after the centres are removed, so much of the work as the Engineer may require shall be taken down immediately and replaced.

Spurs.

SECTION No. 324. Vitrified or iron sewer pipes or spurs, equal in every respect to those described elsewhere in these specifications, and of a size required by the Engineer, but not less than six inches interior diameter with hubs moulded for house connections, and of sufficient length to project at least four inches beyond the exterior of the sewer, shall be built into the walls of brick sewers and at such an angle as indicated on the plan, or as the Engineer may direct.

How Built In.

SECTION No. 325. Spurs shall be built in wherever similar house connections exist in the present sewer which is to be reconstructed under this contract, but in no case shall the distance be more than twenty feet between spurs. In the case of the construction of new sewers where no sewers existed previously, except sewers crossing intersecting streets, they shall be built opposite each house, and, where there are no houses, they shall be not more than fifteen feet apart on each side of the sewer or at such frequent intervals as local conditions may require. They shall be set so that their inner ends shall be flush with the inner face of the sewer, at such height in the walls as the Engineer may direct, and each pipe shall be sealed on the outside with an approved earthenware cover set in mortar.

Iron Chair Spurs.

SECTION No. 326. Where the sewers to be built under this contract will be at a depth greater than thirteen feet below the established grade of the street (or below the surface of the street where final grades have not been established), cast iron chair spurs, of the design shown on the drawings, not less than six inches in diameter and of the weight of extra heavy soil pipe, shall be used unless otherwise ordered by the Engineer. Where house drains are to be connected to these spurs, extra heavy soil pipe and fittings shall be used for the riser between the spur and the house drain. Where the spurs are provided for future connections, risers of extra heavy soil pipe shall be placed in each spur and shall be brought to a point thirteen feet below the established grade of the street, the end of which shall be sealed with an approved cover laid in cement mortar. The joints of this pipe shall be packed, leaded and caulked in accordance with these specifications for laying water-mains.

Under Another Structure.

SECTION No. 327. Wherever the sewer passes under another structure, extra heavy soil pipe shall be laid from the spur to the outside of such structure, brought up to a point thirteen feet below the established grade of the street, caulked and sealed as provided above. All pipes passing under such structures shall be laid in concrete.

Concrete Sewers, Form, Dimensions and Materials.

Section No. 328. If, during the construction of the sewers, it is deemed advisable to interchange concrete and brick, the Contractor may, with the approval of the Engineer, build such sewers of either kind and quality herein specified.

Steel Bars Used if Ordered.

Section No. 329. Concrete sewers shall be reinforced with steel bars, if so indicated on the plans or directed by the Engineer.

Profiles and Inverted Centres for Inverts.

Section No. 330. Proper profiles for the concrete inverts shall be set up at the required distances, and the concrete for the bottom and invert of the sewer shall be deposited in place and rammed and worked down to the required shape. The concrete for the bottom and invert, if so directed, shall be placed in alternate lengths extending between every other pair of profiles, so that opportunity may be given to properly work the concrete in place.

Invert to be Protected.

Section No. 331. The concrete of the invert shall be protected during the progress of the work with planking, or by such other suitable methods as the Engineer shall direct and for so long a time as he may require.

Forms, Moulds, etc.

Section No. 332. Suitable forms or moulds, of the size and design to be approved by the Engineer, shall be provided by the Contractor to support the concrete of the side walls and roof while the same is being rammed into the permanent work.

Defective Work.

Section No. 333. If any voids, or irregular or defective work is discovered upon removing the forms or moulds, such voids or work shall be cut out and filled with a rich concrete or mortar mixed in such proportions and of such materials as provided elsewhere in these specifications.

Joints.

Section No. 334. No joints between different sections of the walls of a sewer shall, in any case, be a straight line, but shall always be stepped or toothed, so as to give a broken joint in the manner to be approved by the Engineer.

Spur Pipes, Branches, etc.

Section No. 335. In so far as they will be applicable to sewers constructed of concrete, the provisions and requirements for spurs, branches, etc., in brick sewers shall be understood to govern in such construction.

Vitrified Pipe Sewers—Quality of Pipe.

Section No. 336. Pipe sewers shall be built of vitrified, salt glazed stone-ware pipe, with or without hub, as the Engineer may direct. The pipe shall be of the best quality, thoroughly and perfectly burnt, without warps, cracks or imperfections, well and smoothly glazed over the entire inner and outer surfaces and perfect in shape. The pipe shall be subject to all tests ordered in conformity with any requirements of the Bureau of Sewers of the Borough in which the work is located, at any time previous to its being used.

Thickness.

Section No. 337. The size of the pipes shall be designated by their interior diameters. Each pipe shall be a true cylinder, and of even thickness throughout, according to the following schedule:

6-inch pipes shall be not less than ⅝ of an inch thick;
8-inch pipes shall be not less than ¾ of an inch thick;
10-inch pipes shall be not less than ⅞ of an inch thick;
12-inch pipes shall be not less than one inch thick;
15-inch pipes shall be not less than 1¼ inches thick;
18-inch pipes shall be not less than 1½ inches thick;
24-inch pipes shall be not less than two inches thick;
30-inch pipes shall be not less than 2½ inches thick.

Lengths.

Section No. 338. No pipe shall be less than two feet in length, and pipes of 12 inches, 15 inches and 18 inches in diameter shall be not less than three feet in length.

Curved and Split Pipes.

Section No. 339. When required, curved pipes shall be furnished and laid, curved to such a radius as may be required or as indicated on the plan of the work. No curved pipe shall exceed three feet in length. Split pipes shall be used when found necessary.

Hub and Spigot Pipe.

Section No. 340. In case the Engineer shall order hub and spigot pipe to be used, the hub shall have a depth of at least three (3) inches from its face to the shoulder of the pipe on which it is moulded, and shall have an interior diameter not less than one (1) nor more than two (2) inches greater than the exterior diameter of the pipe which is to be fitted into it.

Straight Pipe With Collars.

Section No. 341. In case the Engineer shall order pipe without hubs to be used, it shall be fitted with a collar of the same thickness as the pipe and not less than five inches wide. Each collar must have an internal diameter of not less than one-half inch nor more than one and one-half inches greater than the external diameter of the pipe to which it is to be fitted.

Spur Pipes.

Section No. 342. Pipes having spurs not less than six inches in diameter with hubs moulded thereon for house connections shall be furnished and laid at such points as indicated on the plan or as directed by the Engineer, and when not immediately used, they shall be sealed on the outside with approved vitrified earthen-ware covers set in mortar.

Risers.

Section No. 343. The provisions for risers on brick sewers shall also apply to pipe sewers.

Bends.

Section No. 344. Bends, siphons and special pipes shall be furnished and laid of the size and forms shown on the plans of the work, or as required.

Pipe Sewers, How Laid.

Section No. 345. All pipes shall be laid in concrete cradles of the required form and dimensions. The first layer of concrete shall be four inches thick, for the full width of the cradle, and after being thoroughly tamped shall be allowed to set for a period of not less than twenty-four hours. Upon the bed thus prepared, the pipe shall be laid true according to the lines and grades furnished. The ends of the pipes shall abut against each other and in such manner that there shall be no shoulder or unevenness of any kind along the bottom half of the sewer on the inside. Unless otherwise ordered, not less than fifteen feet of pipe shall be laid at any one time, in any one length of trench. The remainder of the concrete shall then be put in place and shall be exposed for at least twenty-four hours for inspection, as required for the bottom course.

Jointing Hub and Spigot Pipes.

Section No. 346. When hub and spigot pipes are used, the lower half of each hub shall be plastered on the inside with a layer of cement mortar mixed in the proportion of one part of cement to one part of sand and of a sufficient thickness to bring the inner surface of the abutting pipes flush and even with the established flow line. After the pipes are fitted, the space between the inside of the upper half of each hub and the outside of the entering pipe shall be filled with cement mortar mixed as above specified, and the outside of the joint shall be thoroughly sealed with the same kind of mortar and the joints carefully wiped inside and outside.

Jointing Pipes Without Hubs.

Section No. 347. When pipe without hubs is used, a collar or ring shall be used at joints and shall lap equally the ends of each abutting pipe. Such collar or ring shall consist of not more than three pieces, the largest of which shall be placed at the bottom.

Spaces Between Pipes Uniform.

Section No. 348. The space between the ring and the pipes shall be as uniform as possible and shall be thoroughly filled with cement mortar mixed in the proportions specified for hub and spigot pipe. The joints shall be carefully wiped and pointed inside and outside and all mortar that may be left on the inside shall be removed and the inside of the pipe left clean and smooth throughout.

Iron Pipe Sewers.

Section No. 349. Sewers of iron pipe, of quality and laid in the manner described elsewhere in these specifications for the laying of water mains, shall be laid wherever indicated on the plans or at such places as the Engineer shall direct.

Special Castings.

Section No. 350. Wherever such pipes are laid through vaults, they shall, when required by the Engineer, be provided with special castings for manholes, which shall be fitted with a cover bolted on so as to make an airtight joint, according to the plans to be furnished by the Engineer.

Ventilators.

Section No. 351. Whenever, in the opinion of the Engineer, it becomes necessary to provide ventilation for sewers under other structures, iron pipe shall be laid from the sewer to the surface of the street and fitted with proper gratings according to the plans to be furnished by the Engineer.

Connections.

Section No. 352. All existing sewers, culverts, drains and house connections intercepted by the proposed sewers, culverts or receiving basins shall be connected with the new work by proper curves and grades and in such manner as the Engineer shall direct; and all drains, basins or culverts rendered unnecessary or becoming disused by the work herein contemplated shall be filled in and made solid with good wholesome earth in the manner directed. Provision shall also be made for the connection of future sewers or basins by constructing brick spurs or inserting vitrified pipe at the points indicated on the contract drawings and at other points as the Engineer may direct. These connections shall be closed with bulkheads not less than eight inches in thickness and of the quality specified for brick masonry.

Fresh Work to be Protected.

Section No. 353. All fresh work shall be carefully protected from injury in every way. No wheeling or walking will be allowed on it and any portion injured must be relaid by the Contractor; no walking or working over the pipes after they are laid, except as may be necessary in tamping the earth and refilling, will be allowed until there is at least two and one-half feet of earth over them.

Pipes to be Kept Clean.

Section No. 354. The interior of pipe sewers shall be carefully freed from all dirt, cement and superfluous material of every description as the work progresses, for which purpose a disc, mould or plate, attached to a rod sufficiently long to pass two joints from the end of the pipe last laid, shall be continuously worked through.

Exposed Ends of Pipes to Be Protected.

Section No. 355. The exposed ends of pipe sewers shall, in all cases, be protected with a board or other stopper carefully fitted to the pipe, to prevent earth or other substances from washing in, and in no case shall brick or stone be used for that purpose.

Manholes.

Section No. 356. The masonry of manholes shall be carried up so that the top at that point or to such height as the Engineer may direct, and from templates correctly made and set at top and bottom, between which not less than eight lines shall of the iron head when set shall be at the level of the established grade of the street be drawn. Where manholes are not built to the established grade of the street, they shall be covered, when necessary, by selected bluestone slabs eight inches in thickness, to support the manhole heads. All joints shall be neatly struck and pointed on the inside. Each manhole shall be plastered thoroughly on the outside with cement mortar one inch in thickness, mixed in the proportion of one part of cement to two parts of sand.

Foundations.

Section No. 357. The foundations for manholes shall be of concrete or masonry of the kind indicated on the plans and shall be not less than twelve inches below the invert elevation of the sewer, except as otherwise indicated on the plan. When foundation additional to that indicated on the plan is required, it shall be built as directed by the Engineer.

Section No. 358. Sewer pipes shall be built in and trimmed, when necessary, so as to be flush with the inner face of the manhole, and an arch, laid in cement mortar, shall be turned over the pipe.

Vitrified Bricks or Granite Blocks.

Section No. 359. The invert shall be built of vitrified brick, granite blocks or concrete masonry, as indicated on the contract drawings.

Use of Bats.

Section No. 360. A reasonable number of bats not smaller than half bricks may be used in the construction of manholes or receiving basins, provided all interstices are thoroughly filled with mortar.

Steps.

Section No. 361. Standard steps of good quality of galvanized wrought iron, of the size, length and shape required for steps, shall be built into the interior sides of all manholes at a distance apart of not more than fifteen (15) inches vertically and they shall be so arranged that the lowest step shall be not more than two feet above the bench at the bottom of the manholes nor more than two feet above the invert of the sewer where there is no bench. Each manhole head shall be cast with a wrought iron step on the inside, when directed by the Engineer.

Bluestone.

Section No. 362. Hammer-dressed bluestone shall be furnished and laid of the form and thickness required as indicated on the plans or as otherwise directed.

Manhole Head and Cover.

Section No. 363. A cast-iron manhole head and cover of the quality specified for cast-iron, and except in special cases, of the pattern adopted by the President of the Borough in which the work is located, and in dimensions, weight and all other respects satisfactory to the Engineer shall be fitted on a bed of mortar to each of the above described manholes. Manhole heads and covers which do not conform to these specifications shall be at once removed from the work.

Perforations.

Section No. 364. Covers to be used on manholes in the street shall be perforated. Those used on sidewalk manholes shall be tight-fitting, without perforations.

Weights.

Section No. 365. Each manhole head and cover shall have its weight distinctly marked upon it with oil paint. The following shall be allowed as the minimum and maximum weights:

Street manhole head, 475 to 500 pounds;
Street manhole cover, 135 to 150 pounds;
Sidewalk manhole head, 300 to 310 pounds;
Sidewalk manhole cover, 100 to 110 pounds.

Noiseless Heads and Covers.

Section No. 366. When the pavement of the street is asphalt or wooden block, the manhole shall be fitted with a noiseless head and cover, to be approved by the Engineer, where new heads and covers are necessary.

Sealed Manhole Heads and Covers.

Section No. 367. All manholes in vaults or other structures shall be provided with sealed manhole heads and covers according to the design indicated on the plans.

Emergency Manholes.

Section No. 368. Where a sewer crosses under the subway, emergency manholes shall be provided when directed by the Engineer and according to plans to be furnished by him.

Manholes to be Completed.

Section No. 369. Manholes shall in all cases be fully and completely built and fitted with their covers as the work progresses, and the sewers shall not be laid beyond or in advance of any uncompleted manhole.

Receiving Basins.

Section No. 370. Receiving basins shall be built as located on the plans or as the Engineer shall direct and in accordance with the plans to be furnished. Each portion of the basin shall be built of the size and materials designated on said drawings and shall be thoroughly plastered, both inside and outside, with cement mortar in the proportion of one part of cement to two parts of sand.

Foundations.

Section No. 371. The foundations for receiving basins shall be of concrete or masonry of the kind indicated on the plans and shall extend not less than twelve inches below the finished floor of the basin, except as otherwise indicated on the plans. When additional foundation is required, it shall be built as directed by the Engineer.

Stone Flooring.

Section No. 372. The flooring shall be of hammer-dressed North River bluestone flagging, not less than three inches thick, in not more than two pieces, and shall be well set in a full bed of mortar and rammed into place. The floor may be finished with cement mortar mixed in the proportion of one part of cement to one part of sand if so directed by the Engineer. The mortar shall be spread, while fresh, upon the concrete base and before the latter shall have reached its first set; it shall be in such quantity that after thorough manipulation it shall be one inch in thickness.

Head Stone and Gutter Stone.

Section No. 373. Where head stone and gutter stone are required they shall be of sound, durable granite of the dimensions indicated on the plan, hammer-dressed to an even surface and cut to the satisfaction of the Engineer. Cast-iron basin heads and gutter pieces of the design indicated on the plans shall be set instead of the above when required.

Cast-iron Cover.

Section No. 374. A cast-iron cover of approved pattern weighing not less than eighty nor more than ninety-five pounds shall be fitted to the opening in the head stone.

Grate Bar.

Section No. 375. A grate bar made according to the plan shall be fastened solidly into the said head stone in the manner indicated.

Cast-Iron Trap.

Section No. 376. A cast-iron trap of the form and dimensions indicated on the plan free from imperfections and properly coated with coal pitch varnish shall be furnished and built into place as directed by the Engineer.

Joints.

Section No. 377. The joints shall be tightly fitted with an oakum gasket or with cement mortar if so directed.

Iron Steps.

Section No. 378. Galvanized iron steps of the same design required for manholes shall be built into the walls.

Culvert Pipes.

Section No. 379. The culvert pipe for connections with sewers shall be 12-inch vitrified pipe unless otherwise indicated on the plan, and of the kind and quality previously described, and shall be laid, in all cases, in a concrete cradle of the form and dimensions required for pipe sewers in accordance with the directions of the Engineer. In case it becomes necessary to connect any basin already built, with the work to be constructed, so much of such culverts as in the opinion of the Engineer may be necessary shall be taken up and rebuilt or relaid with vitrified pipe, or brick as the case may be, in the manner described above and reconnected in a straight line from the basin to the sewer.

Flush Tanks.

Section No. 380. Automatic flush tanks of a type approved by the Engineer shall be built where indicated on the plans or where directed by the Engineer.

Waterproofing.

Section No. 381. Whenever, in the opinion of the Engineer, it is necessary to waterproof a sewer, chamber or receiving basin, or their appurtenances, it shall be done as indicated on the plans or as directed by the Engineer and in the manner described elsewhere in these specifications.

Mortar.

Section No. 382. All masonry shall be laid in Portland cement mortar of the quality described in these specifications. It shall be mixed in the proportion of one (1) part of cement to two (2) parts of sand, excepting as otherwise specially provided.

Concrete.

Section No. 383. All concrete for sewers shall be made in the proportion of one (1) part of cement to two and one-half (2½) parts of sand and four and one-half (4½) parts of stone of the quality described in these specifications.

Paving.

Section No. 384. On the completion of each section of one hundred feet of sewer, the sidewalks and roadways shall be restored as provided, under the heading of "Street Surface Restored."

Permits for Connections.

Section No. 385. The Commissioner of Public Works shall have the right to connect any sewer or sewers with the sewers herein described or to grant permits to any person or persons to make connections therewith at any time before it is finally completed, and the Contractor shall not interfere with or place obstructions in the way of such person or persons as may be employed in building such new sewer or sewers or in making such connections. This is not to be construed, however, as permitting the introduction of storm water or sewerage into any sewer being constructed under this contract before its final completion.

Thoroughly Cleaned.

Section No. 386. During the progress of the work, and until the entire completion and final acceptance thereof, the sewers, drains, basins, culverts and connections shall be kept thoroughly cleaned throughout, and left clean, and the drainage of any old sewer that may be taken up or intercepted shall be provided for and taken care of by the Contractor, all at his own expense.

Payment for Sewers.

Section No. 387. Payment for sewers will be per lineal foot of sewer complete as hereein provided in Schedule Items 38, 39 and 45, except as hereinafter specifically provided. The price for each class of sewer is to include each and every item applicable thereto as herein given in Sections Nos. 304 to 386 of these specifications and as otherwise provided in the contract and as indicated on the plans; excepting as is hereinafter specially provided.

Excavation.

Section No. 388. In addition to the price per lineal foot for completed sewer as above provided, excavation will be paid for at the price herein stipulated in Schedule Items No. 2-A (which price shall include all the matters referred to in Section No. 95), on the basis of size of trench stipulated in Sections Nos. 308 and 311. Payment for street surface restored shall be as provided in Schedule Item 30(a) or (b).

Steel Beams and Reinforcing Rods.

Section No. 389. Where steel beams or reinforcing rods are required and ordered, such beams and rods will be paid for in addition to the price bid for the sewer and at the prices herein stipulated for furnishing and placing such material and all work incidental thereto, in Schedule Item 20 or 21.

Automatic Flush Tanks.

Section No. 390. Where automatic flush tanks are built as provided in Section No. 380 of the specifications they will be paid for as herein provided in Article XII of the contract.

Waterproofing.

Section No. 391. Where waterproofing is required and placed in accordance with Section No. 381 of the specifications, it will be paid for at the prices herein stipulated for waterproofing, Schedule Item 15 or 16.

Siphons.

Section No. 392. Where inverted siphons passing under the subway structure are called for and built, they shall be considered as part of the regular subway construction from outside to outside of the sewer chambers or between points of departure from standard sewer construction, such limits being indicated on the plans; and payment for such siphons will be made in accordance with the various classes of work or material as are applicable thereto in the Schedule and at the prices therein stipulated for such items.

Cast-Iron Pipe Sewers, etc.

Section No. 393. All cast-iron pipe sewers wherever built, and the parts within the limits of the Railroad, when indicated on the plans, of all other sewers crossing over or under the Railroad, will be paid for in accordance with the various classes of work or material applicable thereto in the Schedule and at the prices stipulated therein for such classes of work or material.

House and Drainage Connections.

Section No. 394. The cost of the maintenance, support or construction of all house or other drainage connections made necessary by construction under Sections Nos. 392 and 393 will be included in the prices for the several classes of work and material entering into such construction.

21.

Requirements for Pipes.

Generally.

Section No. 395. Whenever it is necessary to relay any water main, all new material required for the same shall be of the quality and laid in the manner specified below, and subject to the various clauses of these specifications applicable thereto.

Pipes to be Cylinders.

Section No. 396. The pipes shall be circular cylinders, with the inner and outer surfaces concentric, and of the full interior diameter required.

Hubs and Spigots.

Section No. 397. The hub or socket and the spigot end shall be shaped in exact conformity with the standards of the Department of Water Supply, to be furnished by the Commission, and will be tested by circular gauges.

Section No. 398. The seat or shoulder of the socket and the end of the spigot shall be straight and even, and at right angles to the axis of the pipe, so as to make a smooth, tight joint. Special care will be required in making the sockets and spigots to conform to the drawings, and all pipes will be rigorously inspected at these points. No pipe will be received whose eccentricity at either the spigot or socket ends exceeds one-eighth (⅛) of an inch, or whose dimensions differ by more than one-eighth (⅛) of an inch from those required.

Section No. 399. The pipes shall be designated by dimensions of the interior diameter.

Section No. 400. Bands, lugs, buttons, or ribs shall, if required, be cast on the pipes, of such forms and dimensions as the Engineer may direct.

Length of Pipe.

Section No. 401. The straight pipe shall be twelve (12) feet long, exclusive of hub; other pipe as may be directed.

Section No. 402. All straight pipes shall be straight in the direction of the axis of the cylinder.

Thickness and Weights.

Section No. 403. The thickness of the pipes, branches and special castings shall correspond with the standards of the Department of Water Supply. The weight for straight pipe shall be approximately as follows:

60-inch pipes,	special.
48-inch pipes,	9,886 pounds each.
42-inch pipes,	special.
36-inch pipes,	5,920 pounds each.
30-inch pipes,	4,460 pounds each.
24-inch pipes,	2,965 pounds each.

20-inch pipes, 1,979 pounds each.
16-inch pipes, 1,458 pounds each.
12-inch pipes, 1,018 pounds each.
8-inch pipes, 542 pounds each.
6-inch pipes, 416 pounds each.

High Pressure Fire System.

Section No. 404. For high-pressure fire system standard spigot and grooves—The weights for straight pipes, with lugs,, shall be as follows, in pounds per length:

	Of 3 ft.	Of 4 ft.	Of 6 ft.	Of 12 ft.
8-inch..........	355	420	550	935
12-inch..........	615	745	1,000	1,765
16-inch..........	1,005	1,215	1,635	2,905
20-inch..........	1,475	1,795	2,425	4,320
24-inch..........	2,105	2,585	3,535	6,385

All requirements as to weights, laying, tests, etc., shall be in strict accordance with the standard requirements of the Department of Water Supply, Gas and Electricity.

Section No. 405. The thickness of the metal of the pipes and special castings will be tested by calipers after the castings have been freed from sand and cleaned.

Variation in Thickness.

Section No. 406. No pipe will be received when the thickness of metal is less by more than one-twelfth (1/12) of an inch than the thickness required by the standards.

Variation in Weights of Castings.

Section No. 407. Any straight pipe the weight of which is deficient by more than the following stated percentages of the standard weight, will be rejected:

For pipe 16 inches or less in diameter, 5 per cent.

For pipe over 16 inches in diameter, 4 per cent.

Excess weight in any one pipe not to exceed the above stated percentages will be paid for. The total weight, however, to be paid for shall not exceed for each size of pipe received, the sum of the standard weights of the same number of pieces of the given size, by more than two (2%) per cent.

(The term "Standard Weight" as above used in connection with straight pipe shall be taken to mean the standard weight corresponding to the actual laying length of the pipe as furnished.)

Any special casting the weight of which is deficient by more than the following stated percentages of the standard weight, will be rejected:

For special castings 12 inches or less in diameter, 10 per cent.

For special castings over 12 inches in diameter, 8 per cent.

Excess weight in any one special casting not to exceed the following stated percentages, will be paid for:

For special castings 12 inches or less in diameter, 8 per cent.

For special castings over 12 inches in diameter, 6 per cent.

The total weight, however, to be paid for shall not exceed for the special castings received, the sum of the standard weights of the same number of special castings, by more than five per cent. (5%).

Straight Pipe Cast Vertically.

Section No. 408. All straight pipes shall be cast vertically, and all pipes 12 inches or more in diameter shall be cast with the hub end down.

Section No. 409. All the castings shall be made in such moulding-sand or loam as will leave the surface clean and smooth.

Castings, How Marked.

Section No. 410. All the castings shall have the year in which they are cast, the running number of the castings of the same size and form, the letters D. W. S., and the initials or name of the Contractor, and of the foundry where cast, cast on the outer side in raised letters of not less than two (2) inches in length and one-eighth (⅛) of an inch in relief, in such manner as the Engineer may designate; and in case any pipe shall be condemned, the letters D. W. S. shall be erased by the Contractor.

Quality of Cast-Iron.

Section No. 411. The metal of which the castings are to be cast (which shall be remelted in a cupola or air-furnace) shall be pig-iron, made without any admixture of cinder-iron, or other inferior metal, and shall be of such character as to make a pipe strong, tough and of an even grain, entirely free from uncombined carbon when seen under the microscope, and such as will bear, satisfactorily, drilling and cutting, and shall have a tensile strength of at least sixteen thousand (16,000) pounds to the square inch.

Section No. 412. The castings shall be free from scoria, sand holes, air bubbles, and other defects and imperfections.

Castings To Be Clean.

Section No. 413. The castings shall be perfectly cleaned and no lumps shall be left on the inner surface of the barrels or sockets, or on the outer surface of the spigot end. The castings shall be subject to hammer inspection. Iron-wire brushes shall be used, as well as softer brushes, to remove the loose dust. No acid or other liquid shall be used in cleaning the castings.

Pipes To Be Coated.

Section No. 414. Every pipe, branch and special casting shall be carefully coated inside and out with coal pitch and oil. Every casting shall likewise be entirely free from rust when the coating is applied. If the casting cannot be dipped immediately after being cleaned, the surface shall be oiled with linseed oil, to preserve it until it is ready to be dipped. No casting shall be dipped after rust has set in.

Pitch.

Section No. 415. The coal-tar pitch shall be made from coal tar distilled until the naphtha is entirely removed and the material mixed with linseed oil so as to make a smooth, tough and tenacious coating. Pitch which becomes hard and brittle when cold will not answer for this use.

Section No. 416. Pitch of the proper quality having been obtained, it shall be carefully heated in a suitable vessel to a temperature of three hundred (300°) degrees Fahrenheit, and shall be maintained at not less than this temperature during the time of dipping. The material will thicken and deteriorate after a number of pipes have been dipped; fresh pitch shall, therefore, be frequently added, and occasionally the vessel shall be entirely emptied of its old contents and refilled with fresh pitch.

Section No. 417. Every casting shall attain a temperature of three hundred (300°) degrees Fahrenheit, before being removed from the vessel of hot pitch. It shall then be slowly removed and laid on skids to drip.

To be Inspected Before Dipping.

Section No. 418. No casting shall be dipped until the authorized inspector has examined it as to cleaning and rust, and subjected it thoroughly to the hammer test. It may then be dipped, after which it will be passed to the hydraulic press to meet the required water test. The proper coating shall be tough and tenacious when cold on the pipes, and not brittle or with any tendency to scale off.

Tests.

Section No. 419. The castings must be capable of sustaining a pressure, in the hydraulic press, of three hundred (300) pounds to a square inch, and any casting which shows any defect by leaking, sweating or otherwise, will be rejected. This test shall be made at the foundry, and at the expense of the Contractor.

Weighed and Marked.

Section No. 420. The castings shall be weighed, and the weight distinctly marked on the castings in white paint. The Contractor shall provide at the foundry where the pipes and castings are to be manufactured proper sealed scales and weights for weighing the castings, which shall be done at the expense of the Contractor, under the supervision of the inspector.

Blocking and Wedges.

Section No. 421. Each pipe over eight (8) inches inside diameter, unless otherwise ordered, shall be placed on two (2) blocks and four (4) wedges of hemlock timber, the wedges to rest on the blocks and the pipe on the wedges.

Timber for Blocking.

Section No. 422. The blocks and wedges shall be of sound hemlock timber; 48 and 36-inch pipe shall be laid on blocks 4 feet long, 12 inches wide and 6 inches thick, with wedges 18 inches long, 6 inches wide, 4 inches thick on one end and ½ inch thick on the other; 30 and 24-inch pipe on blocks 3 feet long, 10 inches wide and 5 inches thick, with wedges 15 inches long, 5 inches wide and 3½ inches thick on one end and ½ inch thick on the other end; 12 and 20-inch pipe on blocks 2 feet long, 8 inches wide and 4 inches thick with wedges 12 inches long, 4 inches wide, 3 inches thick on one end and ½ inch thick on the other.

Joints.

Section No. 423. The spigot end of the pipe shall be inserted into the hub to within from one-fourth (¼) to one-eighth (⅛) of an inch of the full depth of the hub, and the space around the pipe shall be equalized so as to give as nearly as possible an equal space for the packing. The space between the pipe and hub shall be packed with clean, sound jute packing yarn, free from tar, far enough to leave the proper space for lead. The remaining space shall then be filled by running it full of lead to a depth of four (4) inches, with a bead outside of the face of the hub large enough to allow for caulking, so that when the joint is properly caulked the lead will be flush with the hub of the pipe. After the joint shall have been run with lead, it shall be caulked by means of proper tools, so as to make a water-tight joint.

Lead.

Section No. 424. The lead to be used shall be of the best quality of pure, soft lead, and in every respect suitable for the purpose.

Notice of Interruption to be Given.

Section No. 425. In case it becomes necessary to cut any connection with other main, house or hydrant, or in any way to interfere with the continuous and normal flow of water, due notice shall be sent at least forty-eight (48) hours in advance to the Engineer and to the Commissioner of Water Supply, and the Contractor shall, if so ordered, make a temporary by-pass or other arrangement to preserve the flow of water while breaking connections.

Connections Interfered With.

Section No. 426. All connections cut, interfered with or injured shall be restored under the directions of the Engineer, without delay and in accordance with the rules and regulations of the Department of Water Supply governing such matters, to a suitable condition as good as existed before commencing work.

Stop Cocks, Etc.

Section No. 427. Stop cocks, boxes, branches, curved pipe, and other specials according to the standards of the Department of Water Supply shall be set where necessary.

Section No. 428. For gas pipes, steam pipes, air pipes, mail tubes and any other pipes not herein enumerated, the standard weights and all other requirements shall be in accordance with the standard specifications and requirements of the several owners of such structures.

22.

Street Surface Restored.

Pavement to Be Restored.

Section No. 429. As soon as the structure in any excavation or trench made within a street shall be completed and the trench backfilled, a temporary pavement shall be laid and maintained in a condition satisfactory to the Engineer; and after the earth shall have become, in the opinion of the Engineer, sufficiently settled, the Contractor shall proceed to restore the surface to a condition similar to, and equally as good as, that existing previous to the commencement of construction; except that the Contractor will not be required to permanently restore the pavement of roadways between curb lines, but shall provide a temporary roadway pavement as follows:

Temporary Roadway Pavement.

Section No. 430. Upon the backfill, placed and compacted as provided under the clauses relating to backfilling, shall be placed a layer of sand, about an inch and a half in thickness, on which shall be laid a pavement of granite blocks carefully laid and rammed to the required finished grade of the street surface. The end and side joints shall be thoroughly filled with sand, and shall not exceed ¾ of an inch in thickness. The granite blocks required for this temporary pavement, if found in or under the original pavement, shall be stored at a suitable place until required for use. In case granite blocks are not found in or under the original pavement, they may be obtained by the Contractor, free of cost, from the Bureau of Highways at the corporation yards.

The Contractor shall maintain the temporary roadway pavement thus laid for a period not exceeding six months from the time of its completion in any one block or street intersection. During this period the Contractor shall, without requiring previous notice, readjust or relay any portion of the pavement wherever and whenever a straight edge 3 feet long, laid in any direction, shows a depression of more than ¾ inch.

All the requirements as to street surface restored, including temporary roadway pavements, shall apply to the trenches for sewers, pipes or other sub-surface structures along or off the line of the Railroad.

Other Sidewalks May be Laid.

Section No. 431. Nothing contained in these specifications shall be understood or construed as prohibiting the Contractor from making any arrangement with any property owner to lay another style of sidewalk, or other surface covering within curb lines, in place of the sidewalk or other surface covering taken up; in which case the Contractor shall file with the Commission a copy of his contract with such property owner, duly acknowledged in writing by both parties.

In case any property owner desires to lay a sidewalk, or other surface covering within curb lines, affected by this contract, different from the one removed, and shall notify the Commission in writing that he has failed to make satisfactory arrangements for such work with the Contractor, then the Commission, in its discretion, may direct the Contractor to finish and dress off the filling over his work to such grade as the Engineer may select, and further direct him to remove from the area to be restored all material of whatever nature not required to be relaid, and to permit another contractor to lay such sidewalk or other surface covering; in which case the liability of the Contractor under this contract shall cease, as far as that part of his work is concerned, whenever the Engineer shall report to the Commission that the instructions of the Commission have been complied with, exactly the same as if the Contractor had fully completed the restoration as hereinbefore provided.

Payment for Street Surface Restored.

Section No. 432. Payment for street surface restored will be made as provided in Schedule Item 30-A or B, which prices shall include the cost of restoring all curbs, manhole heads and covers, gratings, vault lights, etc., that formed a part of the original street surface.

Measurements.

Section No. 433. The measurement for payment for street surface restored will be to the net line of ordered excavation.

Outside of Net Lines.

Section No. 434. All other pavement outside of the net lines of ordered excavation, either along or off the line of the Railroad, that may have become damaged, directly or indirectly, as the result of the Contractor's operations, shall be restored by the Contractor at his own cost and expense to a condition similar to and equally good as that existing previous to the commencement of construction.

23.

Gratings and Hand-Rails.

Steel Gratings.

Section No. 435. Steel gratings shall be provided and placed over fan and other ventilating chambers, and over station approaches, at places shown on the plans, or at other places if required by the Engineer. They will be constructed as shown on the detailed plans for gratings.

Measurement and Payment.

Section No. 436. Gratings will be measured to the lines as constructed and payment therefor will be made as herein provided in Schedule Item 28, which price shall include the grating in place in the work, all frames and framing, and all incidental work.

Galvanized Iron Pipe Hand-rails.

Section No. 437. Galvanized iron pipe hand-rails will be placed in the Railroad over the benches containing the ducts. They shall be securely fastened to the wall of the tunnel by means of expansion bolts, and as shown on the contract drawings. Measurements for payment will be per lineal foot of hand-rail in place in the work, complete, and at the price as stipulated in Schedule Item 27.

IV.

SECURITY TO BE FURNISHED BY CONTRACTOR.

Contractor's Bond.

Article XXVII. Simultaneously with the execution of this contract the Contractor shall give security for the performance of his obligation by filing with the Comptroller a bond in the form annexed hereto, entitled, "Form of Bond," executed by the Contractor and by two or more sureties to be corporations or persons approved by the Commission in the sum of fifty thousand ($50,000) dollars. In case any of the sureties upon the bond shall become insolvent or unable in the opinion of the Commission to pay promptly the amount of such bond to the extent to which such surety might be liable, then the Contractor within ten days after notice by the Commission to the Contractor shall, by supplemental bond or otherwise, substitute another and sufficient surety to be approved by the Commission in place of the surety so insolvent or unable. If the Contractor shall fail, within such ten days or such further time as the Commission may grant, to substitute another and sufficient surety, then the Contractor shall, for all the purposes of this contract, be deemed to be in default in the performance of his obligations hereunder and upon the said bond, and the Commission may terminate the contract or may bring any proper suit or proceeding against the Contractor and the sureties, or either of them, or may require to be deducted from any moneys then in, or thereafter coming into, the hands of the City and due to the Contractor the amount for which the surety insolvent or unable as aforesaid shall have justified on the bond; and the moneys so deducted shall be held by the Comptroller as collateral security for the performance of the condition of the bond.

Deposit of Cash or Securities.

*Article XXVIII. The Contractor may at his option deposit with the Comptroller in lieu of said bond or of any part thereof, an equal amount in cash or in value of securities. If securities be deposited they shall be securities of which a schedule shall be hereto annexed, entitled Schedule of Securities, and there shall be deposited with them the written approval of the Commission, which it shall give when satisfied as to the character thereof. In case any of the securities so deposited shall, in the opinion of the Commission, at any time cease to be of the character of securities in which the saving banks of the State of New York are then authorized by law to invest moneys, or shall, in the opinion of the Commission, at any time become of less value than the value stated for it or them in the said schedule,—then within ten days after notice to the Contractor of the objection of the Commission, the Contractor shall either substitute therefor securities which shall be approved by the Commission as of the character aforesaid and as being of at least the value of the former securities to which the Commission shall have objected as such value was originally stated in the said schedule, or shall deposit with the Comptroller in cash the amount of such value of such former securities as so originally stated. In case the Contractor shall not within such ten days substitute such new securities, he shall, if the Commission so elect, be deemed to be in default in the performance of his obligations under this contract; and in addition to any and all other remedies against the Contractor or its sureties, the Commission may require the Comptroller to deduct from any moneys then due or which thereafter may become due to the Contractor under this contract, the amount of the original valuation of such securities objected to, and to hold such amount in lieu of such securities, as if part of the original deposit or as if deposited with the Comptroller as aforesaid, and such amount shall in such case be deemed to be paid to the Contractor upon the contract. The securities so objected to shall upon such substitution of securities or deposit of cash in lieu thereof be returned to the Contractor.

The City shall from time to time collect all interest, dividends or other profits or income on any securities deposited by the Contractor, and shall, when and as collected, pay the same to the Contractor. If the securities are in the form of coupon bonds the coupons as they respectively become due shall be delivered to the Contractor. If the deposit be made in cash, interest shall be paid to the Contractor at the average rate of interest received by the City on its bank balances during such period. Provided, however, that the Contractor shall not be entitled to interest, dividends or other profits or income on any securities the proceeds of which shall be used or applied as hereinafter provided.

Security For.

Article XXIX. The said deposit, whether in cash or securities, in the form and as the same shall at any time be, shall be security for the faithful performance by the Contractor of all the covenants, conditions and requirements specified and provided for in this contract. In case of any default on the part of the Contractor in such performance, and in the further case that the City shall for or by reason of such failure, whether by reason of employment of another contractor or contractors or otherwise, incur or become liable for expense through such default as hereinafter provided, then the Comptroller shall forthwith pay or apply to the use of the City the amount of such expense out of the said deposit in cash or securities or out of the portion of the deposit remaining at the time.

Sale of Securities.

Article XXX. The Comptroller shall, upon the requirement of the Commission, in order to make such payment or application to the use of the City, sell at public auction in The City of New York any of the securities which may then constitute part of such deposit upon notice to be published in three daily newspapers, the first publication to be as much as ten days before the sale and such publication to be made three times within such ten days. Any such sale shall be adjourned from time to time if requested by the Commission. The Comptroller shall, upon the requirement of the Commission, deduct from the proceeds of any such sale, all expenses thereof and of such advertisement, and pay and apply to the use of the City so much of the residue of such proceeds as may be necessary for the purpose aforesaid. And the Contractor within ten days after notice from the Commission so to do shall (unless the time be extended by the Commission) by further deposit, according to the requirement of the Commission, of money or securities of the character aforesaid approved by the Commission restore the said deposit with the Comptroller to the full amount originally required. In addition to, or in lieu of, the sale above provided for, the Commission may, in the name of and in behalf of the City, bring any appropriate suit or proceeding in any proper court to enforce the lien and claim of the City in and upon the said deposit, whether such deposit be in money or securities.

Retention of Security.

Article XXXI. If at any time when the Contractor shall otherwise be entitled to a return of the said deposit, there shall be pending any claim for damages or loss caused to others by the negligence, fault, or default of the Contractor, for which it shall be claimed that the City shall be liable, then and in that case the said deposit, or such part thereof as the Commission shall prescribe, shall, upon the requirement of the Commission, be reserved by the Comptroller for a reasonable time as security to the City against such claims. And the amount of any such damages or costs paid by the City to others or for which the City shall be liable to others, shall be deducted from the said deposit before the same shall be returned to the Contractor as hereinafter provided.

On Completion of Works.

Article XXXII. When the Contractor shall have fully completed the Works according to the terms of this contract and the Commission shall so certify, the Comptroller shall pay and deliver to the Contractor the said deposit, or so much thereof as shall not have been reserved or used or applied for any of the purposes above mentioned.

Retained Percentages.

Article XXXIII. In addition and as further security there shall be deducted fifteen per centum (15%) of the amounts certified from time to time to be due to the Contractor until the amount so deducted and retained shall equal the sum of One Hundred Thousand Dollars ($100,000). Thereafter there shall be so deducted and retained for such purpose ten per centum (10%) of amounts certified from time to time to be due to the Contractor. The Contractor may from time to time withdraw portions of the amounts so to be retained upon depositing with the Comptroller corporate stock of The City of New York of a market value equal to the amount so withdrawn, in which event the provisions of this chapter in respect of securities shall also apply to such corporate stock.

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*Articles XXVIII to XXXII inclusive will form part of the contract only in case the Contractor elects to deposit cash or securities in lieu of a bond, or to deposit corporate stock of The City of New York in lieu of retained percentages.

V.

PAYMENTS TO CONTRACTOR.

Partial Payments.

Article XXXV. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the work progresses, but not oftener than once a month, make in writing an estimate, such as in his opinion shall be just and fair, of the amount and value of the work done and materials incorporated in the work by the Contractor according to the terms of this contract (but it is understood that in making such estimates the Engineer shall not necessarily be governed by the unit prices contained in the Contractor's proposal), provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work is not proceeding in accordance with the contract. The first such estimate shall be of the amount and value of the work done and materials incorporated in the work since the Contractor commenced the performance of this contract on his part. Every subsequent estimate except the final estimate shall be of the amount and value of the work done and materials incorporated in the work since the last preceding estimate was made, provided, however, that no such estimate shall be required to be made when, in the judgment of the Engineer, the total value of the work done and materials incorporated in the work since the last preceding estimate amounts to less than ten thousand ($10,000.00) dollars. The Engineer shall further include accepted structural iron and steel delivered on the site of the work, or on property owned or leased by the City, but not incorporated in the work, at the rate of forty ($40) dollars per ton of two thousand pounds. But the quantity of such structural iron and steel included in any partial estimate shall not exceed the quantity of such material, as determined by the Engineer, required for the ensuing six months, and any material included in a partial estimate which may subsequently become unsatisfactory shall be deducted from succeeding partial estimates. No materials not incorporated in the work, excepting such structural iron and steel, shall be included in partial estimates.

Not by Strict Measurement.

Article XXXVI. Such estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method and partly by the other, and it shall be sufficient if they are approximate only.

Vouchers.

Article XXXVII. Upon each such estimate being made and certified in writing to the Commission, the Commission shall forthwith prepare and certify a voucher for eighty-five or ninety per cent. of the amount stated in such estimate or certificate to be the value of the work done and materials furnished as provided in Article XXXIII, and the City shall within thirty (30) days after the date of the certification of such voucher by the Commission pay the same; provided, however, that the City may at all times reserve and retain from said partial payments, or any of them, in addition to the ten or fifteen per cent. above mentioned to be retained and reserved, any sum or all sums which by the terms hereof, or of any law of the State of New York passed prior to the date hereof, it is or may be authorized to reserve or retain.

Final Estimate.

Article XXXVIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part, the Engineer shall so certify, in writing, to the Commission, and in his certificate shall state, from actual measurements, the whole amount of work done by the Contractor, and also the value of such work under and according to the terms of this contract. On the expiration of ninety (90) days after the acceptance by the Commission of the work herein agreed to be done by the Contractor, and the filing of a certificate of the completion and acceptance of the work in the office of the Comptroller, signed by the Engineer and the Commission, the City shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the last-mentioned certificate all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract, and also any sum or all such sums of money as by the terms hereof the City is or may be authorized to reserve or retain; provided, that nothing herein contained shall be construed to affect the right, hereby reserved, of the Commission to reject the whole or any portion of the aforesaid work, should the said certificate be found, or known to be, inconsistent with the terms of this contract, or otherwise improperly given. All prior certificates upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate, which final certificate may be made without notice thereof to the Contractor, or of the measurements upon which it is based.

Interest in Case of Delayed Payments.

Article XXXIX. If the payment of the amount due the Contractor on any voucher shall be delayed beyond the time stipulated in Article XXXVII, in the case of partial payment, or Article XXXVIII, in the case of final payment, the City shall pay the Contractor interest on such amount at the rate of four and one-half (4½) per cent. per annum for the period of such delay; it being understood that such payments of interest, if any, are to be in lieu of any claim of the Contractor for alleged damages for breach of contract or otherwise in case of delayed payments. The term for which interest shall be paid shall be reckoned, in the case of a partial payment, from the thirtieth day after the certification of such voucher by the Commission, and in the case of a final payment from the ninetieth day after the acceptance of the work by the Commission, to the date of payment of the voucher. The date of payment of a voucher shall be considered the day on which the voucher is ready for payment as evidenced by the records of the Department of Finance. If interest shall become due on any partial payment the amount thereof, as determined by the Commission, shall be added to a succeeding payment. If interest shall become due on a final payment it shall be paid on a supplementary voucher prepared by the Commission and forwarded to the Comptroller for payment in the usual manner.

No Estoppel.

Article XL. The City shall not, nor shall any Department or officer thereof, be precluded or estopped by any return or certificate made or given by the Commission, any Engineer, or other officer, agent or appointee thereof under any provision of this contract, from at any time either before or after the final completion and acceptance of the work and payment therefor pursuant to any such return or certificate, showing the true and correct amount, quality and character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications; and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with this contract or the specifications.

No Waiver.

Article XLI. Neither the acceptance of the Commission or its Engineer, or any of its employees, nor any order, measurement or certificate by the Engineer, nor any order by the Commission for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the Engineer or the Commission, nor any extension of time, nor any possession taken by the Commission, or its employees, shall operate as a waiver of any portion of this contract or of any power herein reserved to the Commission, or any right to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.

Final Payment to Terminate Liability of City.

Article XLII. The acceptance by the Contractor of the last payment aforesaid shall be and shall operate as a release to the City from all claim and liability to the Contractor for anything done or furnished for, or relating to, the work, or for any act or neglect of the Commission, the City or of any person relating to or affecting the work, except only the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided in this contract.

Contractor's Claims for Damage—Statements of Damage to be Filed with Engineer.

Article XLIII. If the Contractor shall claim compensation for any damage sustained by reason of the acts of the Commission, or its agents, he shall, within ten days after the sustaining of such damage, make a written statement of the nature of the damage sustained to the Engineer. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, his claim for compensation may be forfeited and invalidated, and he shall not be entitled to payment on account of any such damage.

Lien Law.

Article XLIV. If at any time before or within thirty days after the whole work agreed herein to be performed and all the labor and material herein agreed to be delivered have been performed or delivered or completed and accepted by the City any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this contract shall file with the Commission and with the Comptroller of the City any such notice as is described in the Lien Law, the City shall retain until the discharge thereof from moneys under its control so much of such moneys as shall be sufficient to satisfy and discharge the amount in such notice claimed to be due, together with the costs of any action or actions brought to enforce such lien created by the filing of such notice.

VI.

Contractor's Liability for Injuries to Persons or Property.

Contractor Approves Plans as Involving no Damage.

Article XLV. The Contractor expressly admits and covenants to and with the City that the plans and specifications and other provisions of this contract, if the work be done without fault or negligence on the part of the Contractor, do not involve any danger to the foundations, walls or other parts of adjacent or overhead buildings or structures or surfaces; and the Contractor will at his own expense make good any damage that shall, in the course of construction, be done to any such foundations, walls or other parts of adjacent buildings or structures. The liability of the Contractor under this covenant is absolute and is not dependent upon any question of negligence on his part or on the part of his agents, servants or employees, and the neglect of the Engineer to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the Contractor in case of any such damage.

Traffic to be Maintained.

Article XLVI. The Contractor shall during the performance of the work safely maintain the traffic on streets, avenues, highways or other public places as provided in the specifications, and shall take all necessary precautions to place proper guards for the prevention of accidents, and put up and keep at night suitable and sufficient lights.

Indemnification for Accidents, Etc.

Article XLVII. The Contractor shall be solely responsible for all physical injuries to persons or property occurring on account of and during the performance of the work hereunder, and shall indemnify and save harmless the City from liability upon any and all claims for damages on account of such injuries to persons or property, and from all costs and expenses in suits which may be brought against the City for such injuries to person or property; it being distinctly understood, stipulated and agreed that the Contractor shall be solely responsible and liable for and shall fully protect and indemnify the City against all claims for damages to persons or property occasioned by or resulting from blasting or other methods or processes in the work of construction, whether such damages be attributable to negligence of the Contractor or his employees or otherwise.

Money Due the Contractor May Be Retained to Meet Claims.

Article XLVIII. In case any claim shall be made by any person or corporation against the Contractor or the City for loss or damage to person or property as aforesaid, the amount of such claim or so much thereof as the Commission shall deem reasonable, shall, upon the requirement and in the discretion of the Commission, be retained by the Comptroller out of any moneys thereafter growing due to the Contractor hereunder (in addition to the other sums hereinbefore authorized to be so retained), as security for the payment of such claim or claims. If and when the liability of the City or the Contractor on such claim or claims shall have been established by a judgment of a Court of competent jurisdiction, or shall have been admitted by the Contractor to be valid, the said claim or claims shall be paid from the amount so retained and the balance, if any, paid to the Contractor. Should there be any unsatisfied claims for injuries to persons or property at the time when the final estimate for the work is made and returned, the Engineer shall have the right to retain out of said final estimate a sum in his judgment sufficient to protect the City in regard to all unsatisfied claims as aforesaid and in case the amount thus retained should be insufficient to pay the amount adjudicated to be due upon such claim the City may sue for and recover from the Contractor the amount or balance as a debt from the Contractor to the City. The Engineer may further, if in his judgment such a course is necessary, at the time of making the final estimate, and as a condition to making the same, require the Contractor to continue his bond or other security or any part thereof, for a time not exceeding the time when such claims would be barred under the existing Statute of Limitations, as security against any claims then unsatisfied or not presented.

Examinations of Abutting Property.

Article XLIX. In order to safeguard the owners or tenants of abutting property and at the same time prevent unjust or fraudulent claims against the Contractor or the City in respect thereto, the Engineer shall cause a detailed examination of all adjacent or abutting property to be made before construction is begun. The owner or tenant of each parcel or his or their duly authorized representative, shall be invited by a notice in writing delivered to a person apparently in charge of the premises, to be present, and the Contractor, or his duly authorized representative, shall attend and with the Engineer shall make such detailed examination. A complete record of the existing conditions of each parcel shall be made in triplicate, signed by the Engineer and the Contractor, and one copy shall be delivered to the owner, one to the Contractor and one shall be retained by the Commission. At such times as the Engineer may direct, and upon the completion of the work, or upon notice to the Engineer by the owner or tenant that physical injury has occurred, further examination shall be made and the findings recorded and filed as above.

Damage to Works During Construction.

Article L. All risk of loss or damage to the Works, or to any part thereof, or to any of the materials, tools, implements or other things used in doing the work, prior to final completion, is assumed and shall be borne by the Contractor, and any such loss or damage shall be made good by the Contractor at his own cost, and the construction shall be carried forward by him in accordance with this contract, without additional cost to the City by reason of such loss or damage.

VII.

City to Secure Contractor Against Interference by Injunctions, to Acquire Real Estate, Etc.

City's Assurances to Contractor of Right to Construct.

Article LI. The City hereby stipulates and covenants to and with the Contractor that the City will secure and assure to the Contractor so long as the Contractor shall perform the stipulations of this contract, the right to construct the Railroad as prescribed in this contract free of all right, claim or other interference, whether by injunction, suit for damages or otherwise, on the part of any owners, abutting owner, or other person; but not including any interference, legal or otherwise, by patentees or persons claiming to be patentees of tools, methods or appliances.

Claims for Infringement of Patents.

Article LII. The Contractor shall hold himself responsible for any claims made against the City for any infringement of patents by the use of patented articles in the performance and completion of the work, or of any process connected with the work agreed to be performed under this contract, or of any materials used upon the said work; and shall save harmless and indemnify the City for all costs, expenses and damages which the City shall be obliged to pay by reason of any infringement of patents used in the performance and completion of the work.

Acquisition of Real Estate.

Article LIII. The City will acquire all such real estate and rights of way or other rights, terms, franchises, easements and privileges therein which, in the opinion of the Commission, it shall be necessary to acquire or extinguish for the purpose of constructing the Works free of interference or right of interference; provided, however, that this covenant shall not apply to or include any damages for physical injuries to property referred to in Chapter VI hereof, whether or not compensation for such damages be awarded in a condemnation proceeding. If compensation for any such damages shall be included in an award in condemnation proceedings the Contractor shall, upon demand, promptly reimburse the City for any payments made by it for such purposes.

VIII.

Time for Completion, Damages for Delay, Etc.

Commencement and Completion of Work.

Article LIV. Time is of the essence of this contract. The Contractor shall begin actual work within sixty (60) days after the delivery of this contract. The entire work covered by this contract shall be completed in all respects within forty (40) months from the date of the delivery of this contract.

Price to be Reduced for Delay.

Article LV. In the event of delay in completion of the Works beyond the period herein prescribed, or beyond the period to which such time may be extended by resolution of the Commission for good cause shown, the City shall—whether the working force be increased as provided in the specifications or not—be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, especially in view of the fact that the Railroad herein contracted for is only a part of a complete system, the remainder of which is to be constructed under other contracts, it is hereby expressly agreed that damages shall be liquidated and paid by reducing the price to be paid the Contractor as follows: From the amounts which shall become payable to the Contractor after the expiration of the periods above limited (but not including the retained percentages from amounts theretofore certified to be due) there shall be deducted and retained by the City the following percentages: From the amount due for the first month after the expiration of such periods one (1) per centum thereof; from the amount due for the second month after the expiration of such periods two (2) per centum thereof; from the amount due for the third month after the expiration of such periods three (3) per centum thereof; from the amount due for the fourth month after the expiration of such periods four (4) per centum thereof; similarly from any amounts which may subsequently become due there shall be deducted a percentage, the rate of which shall equal the number of months which may have elapsed between the expiration of the periods above limited and the time when such payments shall become due. These amounts shall be deducted and retained by the City and are hereby agreed upon and determined as the measure of liquidated damages (and not as a penalty) to the City. But in case the Contractor shall be delayed by reason of any labor strike not caused or instituted or provoked by the Contractor, or by any sub-contractor, agent or representative of the Contractor (which fact the Contractor shall prove to the satisfaction of the Commission), or in case the Contractor shall be delayed by any injunction or by any interference of public authority, and in case the Contractor cannot, notwithstanding such injunction or interference, with reasonable diligence make up for the delay so occasioned by speedier work when the Contractor shall not be so interfered with, then the said date for completion shall be extended by resolution of the Commission to a date later than the expiration of the said period by the amount of the time of such delay.

Commission May Intervene in Case of Injunction.

Article LVI. But no injunction, strike or interference of public authority shall be ground for such extension except if and from the time when the Contractor shall give the Commission notice of the injunction or other cause of delay, with copies of the injunction or other orders and of the papers upon which the same shall have been granted. The Commission and the City or either shall be accorded the right to intervene or become a party to any suit or proceeding in which any such injunction shall be obtained, and to move to dissolve the same or otherwise, as the Commission or City may deem proper. If necessary the Corporation Counsel or the Counsel to the Commission or both shall be authorized by the Contractor to appear, for that purpose, as counsel or attorneys for him.

In Case of Variation of Quantities.

Article LVII. The time stipulated within which to complete the Works is based upon the quantities of the various items entering into the work as stated in the form of proposal, which are given solely for the purpose of classifying bids. In case these quantities are exceeded or diminished then an extension or diminution of the term of this contract shall be made. It is, however, understood and agreed that in case an increase in any one item is balanced or offset by diminution of other items, no change in the term shall be made, and in any event the Engineer shall determine the amount of extension or diminution of time in respect of the relative increase or reduction in the quantities involved in the final completion.

Suspension of Work and Additional Time for Performance.

Article LVIII. The Commission reserves the right of temporarily suspending the execution of the whole or any part of the work herein contracted to be done, if it shall deem it for the interest of the City so to do, without compensation to the Contractor for such suspension, other than extending the time for completing the work as much as it may have been delayed by such suspension.

Time for Completion to Be Extended in Case of Delay in Acquiring Real Estate.

Article LIX. In case the Contractor shall at any time give notice to the Commission that any real estate is necessary under this contract for any of the purposes specified above, which notice shall give a brief description of such real estate, the Commission shall (if it finds that such necessity exists) begin and conduct with diligence proceedings to acquire the real estate described; and, in case the Commission shall fail to put the Contractor in possession of such real estate within three (3) months from the date of the delivery of such notice, the Commission shall allow the Contractor so much additional time wherein to perform and complete this contract on his part as the Engineer shall certify in writing to be just, but no allowance by way of damages shall be made for such delay.

Extensions Not Cumulative.

Article LX. It is expressly understood, however, that the periods of extension referred to herein shall not be cumulative, but only the single period of delay giving the greatest extension shall be taken into consideration.

Permission to Complete Contract Not a Waiver.

Article LXI. The permitting of the Contractor to go on and finish the work, or any part of it, after the time fixed for its completion, or after the date to which the time for completion may have been extended, or the making of partial payments to the Contractor after any such periods, shall in no wise operate as a waiver on the part of the City of any of its rights under this contract.

IX.

Remedies in Case of Contractor's Default.

In Case of Default.

Article LXII. If the work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned, or the work sublet by him, otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Commission that the performance of this contract is unnecessarily or unreasonably delayed, or that the Contractor is wilfully violating any of the provisions or covenants of this contract, or of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof, or if the work be not fully completed within the time named in this contract for its completion, or within the time to which the completion of the contract may be extended by the Commission, the Commission may

May Take Charge of Work—Or Proceed Upon Bond—Or May Bring Suit.

(1) Notify the Contractor, by a written notice, to discontinue all work, or any part thereof, under this contract, and thereupon the Contractor shall discontinue the work, or such part thereof, and the Commission shall thereupon have the right to contract for the completion of the Works in the manner prescribed by law, or to place such and so many persons as it may deem advisable, by contract or otherwise, to work, and complete the work herein described, or such part thereof, to take possession of and use any or all of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of his work, and to procure other materials for the completion of the same, and to charge the expense of said labor and materials to the Contractor. The expense so charged shall be deducted and paid by the City out of such moneys as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this contract, or any part thereof. And in case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, he shall pay the amount of such excess to the City; and in case such expense shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, he shall forfeit all claim to the difference; and when any particular part of the work is being carried on by the Commission, by contract or otherwise, under the provisions of this article of the contract, the Contractor shall continue the remainder of the work in conformity with the terms of this contract, and in such manner as in nowise to hinder or interfere with the persons or workmen employed, as above provided, by the Commission, by contract

or otherwise, to do any part of the work, or to complete the same under the provisions of this article of the contract. And

(2) The City may also proceed as to the Commission shall seem proper upon the Bond or other security in its possession. And

(3) The City may also bring any suit or proceeding for specific performance or for injunction or to recover damages or to obtain any relief or for any purpose proper under this contract.

X.

MISCELLANEOUS PROVISIONS.

Changes in the Contract.

Article LXIII. No correction or change in this contract shall be made except by written instrument duly authorized by the Commission and consented to by the Contractor and by the sureties upon his bond; but this provision shall not limit or affect the right to prescribe variations whether of construction or location of route as in this contract elsewhere provided.

Members of Commission Not Liable.

Article LXIV. No claim shall be made by the Contractor against any member of the Commission personally by reason of this contract or of any of its articles or provisions.

Contractor Not to Assign, Sublet, Etc.

Article LXV. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest in or to the same or any part thereof without the previous consent in writing of the Commission, and he shall not assign by power of attorney or otherwise any of the moneys to become due and payable under this contract unless by and with the like consent. If the Contractor shall without such previous written consent assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title or interest therein or any of the moneys to become due under this contract, to any other person, company or corporation, this contract may at the option of the Commission be revoked and annulled and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor and to his assignee or transferee; and no right under this contract or to any money to become due hereunder shall be asserted against the City in law or in equity by reason of any so-called assignment of this contract or any part thereof or of any moneys to grow due hereunder unless authorized as aforesaid by the written consent of the Commission; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the statutes of the State of New York.

Provisions in Case Commission Ceases.

Article LXVI. In case the Commission shall cease to exist the Legislature may provide what public officer or officers shall exercise the powers and duties of the Commission under and by virtue of this contract; and in default of such provision, such powers and duties shall be deemed to be vested in the Mayor of the City. In case any officer or officers other than the Commission shall hereafter have the powers of the Commission or any of them, then the provisions of this contract shall be applicable to such officer or officers to the extent to which the powers of the Commission shall appertain to such officer or officers, and any official act or determination of such officer or officers or of this Commission shall be sufficient hereunder, anything herein to the contrary notwithstanding, if the same be done or had by lawful vote or resolution or in such manner as the Legislature may from time to time prescribe.

Labor Law.

Article LXVII. The Contractor agrees to comply with the provisions of the Labor Law, including Section three thereof as re-enacted by Chapter 36 of the Laws of 1909. The Contractor further agrees and stipulates that no laborer, workman or mechanic in the employ of the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be permitted or required to work more than eight hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property; and further that the wages to be paid for a legal day's work as hereinbefore defined to all classes of such laborers, workmen or mechanics upon the work contemplated by this contract or upon any material to be used upon or in connection therewith shall not be less than the prevailing rate for a day's work in the same trade or occupation in the Borough of the City where the work hereby contemplated, about or in connection with which such labor is performed, is in its final or completed form to be situated, erected or used; and that each such laborer, workman or mechanic employed by the Contractor or by any sub-contractor or other person on, about or upon the work contemplated by this contract shall receive such wages herein provided for. This contract shall be void and of no effect, unless the Contractor shall comply with the provisions of this section. In obedience to the requirements of Section Fourteen of the Labor Law it is further provided that if the provisions of the said Section Fourteen are not complied with, this contract shall be void.

All Necessary Legal Provisions Deemed Inserted Herein.

Article LXVIII. It is the intent and understanding of the parties to this agreement that each and every provision of law required to be inserted in this contract should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein; and if, through mistake or otherwise, any such provision is not inserted or is not inserted in correct form, then the contract shall forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law, and without prejudice to the rights of either party hereunder.

Provision in Case of Unlawful Provision.

Article LXIX. If this contract contains any unlawful provision not an essential part of the general structure of the contract and which shall not appear to have been a controlling or very material inducement to the making thereof the same shall be deemed of no effect, and shall, upon the application of either party, be struck from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

In witness whereof, this contract has been executed for The City of New York by the Public Service Commission for the First District under and by resolution duly adopted by the Commission and the seal of the Commission has been hereto affixed and attested by its Secretary and these presents have been signed by its Chairman; and the Contractor has [hereunto set his hand and seal] the day and year first above written.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.
By...Chairman.

[SEAL.]
Attest: ....Secretary.

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

Acknowledgment for Commission.

On the day of , 1912, before me personally appeared William R. Willcox and Travis H. Whitney, to me known and known to me to be, the said William R. Willcox, the chairman, and the said Travis H. Whitney, the secretary of the Public Service Commission for the First District; and the said William R. Willcox and Travis H. Whitney being by me duly sworn, did depose and say, each for himself and not the one for the other, the said William R. Willcox, that he resides in the Borough of Manhattan, in the City, County and State of New York, that he is the chairman of the said Commission and that he subscribed his name to the foregoing contract by virtue of the authority thereof; and the said Travis H. Whitney, that he resides in the Borough of Brooklyn, in the County of Kings, City and State of New York, that he is the secretary of the said Commission and that he subscribed his name thereto by like authority; and both the said William R. Willcox and Travis H. Whitney that they know the seal of the said Commission and that the same was affixed to the foregoing instrument by the authority of the said Commission and of a resolution duly adopted by the same.

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

On this day of , 1912, before me personally came , to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

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

On this day of , 1912, before me personally appeared to me known, who, being by me first duly sworn, did depose and say: That he resided in , in the State of ; that he is of , the corporation described in and which executed the foregoing instrument; that he knew the corporate seal of said company; that one of the seals affixed to said contract was such corporate seal, and that it was affixed thereto by order of the Board of Directors of said company, and that he signed his name thereto by like authority.

FORM OF CONTRACTOR'S BOND—CONSTRUCTION OF A PART OF PROPOSED RAPID TRANSIT RAILROAD ROUTE NO. 5, SECTION NO. 1-A.

Form of Contractor's Bond.

Route No. 5, Section No. 1-A.

Know all Men by these Presents, That
of
hereinafter called the Contractor and
and
hereinafter called the Sureties are held and firmly bound unto The City of New York, hereinafter called the City in the sum of fifty thousand dollars ($50,000) lawful money of the United States of America, to be paid to the City, for which payment well and truly to be made the Contractor and the Sureties do hereby bind themselves and their, and each of their, executors, administrators, successors and assigns firmly by these presents, as follows: The Contractor to be so held and bound for the full amount of the said sum of fifty thousand dollars ($50,000) and each of the said Sureties to be so held and bound only for a portion of said sum as follows:

The said
for the sum of
dollars ($); the said
for the sum of
dollars ($); the said
for the sum of
dollars ($); the said
for the sum of
dollars ($).

In witness whereof, The Contractor and the Sureties have hereunto set their hands and seals and such of them as are corporations have caused their respective seals to be hereto affixed and these presents to be attested by the proper officers, this day of 1912.

Whereas, The City by the Public Service Commission for the First District (hereinafter called the Commission) is about to enter into a contract with the Contractor bearing even date herewith for the construction of that portion of a Rapid Transit Railroad known as Section 1-A of Route 5, extending from Church and Dey streets to Broadway and Park place, in the Borough of Manhattan, in The City of New York, more particularly described in the said contract; and

Whereas, The City is about to enter into such contract with the Contractor upon the condition, and not otherwise, that this bond shall be given to the City, and upon the faith thereof.

Now, therefore, the condition of the foregoing obligation is such that if the Contractor shall fully perform the said contract, then this obligation shall be null and void, but else it shall remain in full force and virtue.

It is expressly agreed, between the City and the Sureties (and it is upon such agreement that the City accepts this Bond) that the Sureties will and do waive any and every notice of default on the part of the Contractor; that they will and do permit the City to extend the time of the Contractor to make any payment or do any act; that no omission on the part of the City to give any notice of extension of time granted by or on behalf of the City shall be availed of by the Sureties or any of them as a defense upon this Bond; that the Sureties shall not set up or have any defense upon this Bond by reason of any alteration of the said contract unless such alteration shall be represented by a formal written instrument duly executed between the City and the Contractor which shall have been duly authorized by a vote of the Commission; and that in case of such alteration, however made, the same shall be a defense to the Sureties only to the extent of the actual injury or damage caused to the Sureties by said alteration.[*]

FORM OF CONTRACTOR'S PROPOSAL FOR CONSTRUCTION OF A PART OF A RAPID TRANSIT RAILROAD, PORTION OF LEXINGTON AVENUE ROUTE, ROUTE NO. 5, SECTION NO. 1-A.

CONTRACTOR'S PROPOSAL

For the Construction of a Portion of a Rapid Transit Railroad.

Route No. 5, Section No. 1-A.

NOTICE—*Sums of money must be written in words and also in figures, except in the schedules. There must remain annexed hereto:*
Copy of Invitation to Contractors
Copy of Form of Contract
Copy of Form of Bond

To the Public Service Commission for the First District:

1. The undersigned[†]
do hereby, in pursuance of the Invitation to Contractors, a copy of which is attached hereto, propose according to the terms thereof to enter into a contract in the form annexed hereto with The City of New York for the construction of Section No. 1-A of Route 5, and to furnish all necessary labor, materials, machinery, tools, apparatus and other means of construction and perform all the work mentioned in the said contract at the unit prices for the several items as given in the following Schedule of Unit Prices, or as otherwise provided in the form of contract. It is understood that the quantities of various items specified in the following schedule are given as a basis for the uniform comparison of bids and are not in any way guaranteed or represented as correct or intended to be relied on, and they shall not be taken as final and shall form no basis for any claim in case they do not correspond with the final measurements or quantities. It is further understood that the Commission reserves the right to increase or diminish or to omit entirely any of the quantities of items as therein stated:

SCHEDULE OF UNIT PRICES.

Item.	Classification.	Unit Price.	Estimated Approximate Quantities.	This column not to be used by Bidder. Amount.
1	For earth excavation, above mean high water (except excavation for sewers and pipes), including the disposal of it, etc., per cubic yard	......	20,940	......
2	For earth excavation, below mean high water (except excavation for sewers and pipes), including the disposal of it, etc., per cubic yard	......	3,200	......
2a	For earth excavation, both above and below mean high water, for sewers and pipes, including the disposal of it, etc., per cubic yard	......	2,700	......
3	For rock excavation (except excavation for sewers and pipes), including the disposal of it, etc., per cubic yard	......	100	......
4	For underpinning buildings, including all incidental work and material, per lineal front foot of building underpinned, as follows:			

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[*] The execution of the bond must be duly proved before delivery in the form essential to proof to entitle a deed to record in the State of New York. Full affidavits of justification of sureties must be added.

[†] The bidder's name must be inserted here. If the bid is submitted by a corporation, the full legal title must be given here and a certified copy of the certificate of incorporation must be submitted, together with an affidavit showing the amount of stock paid in in cash and the names and addresses of the directors and principal officers. If it be a foreign corporation, proof must also be submitted of its authority to transact business in the State of New York. In case the bidder has already filed such papers with the Commission in connection with another bid he may so state and omit such papers in this instance. If the bid is submitted by a firm, the above blank must be filled up in the following form "the firm of A. B. & Co., composed of A. B., C. D., etc." (giving the names of all the partners).

Item.	Classification.	Unit Price.	Estimated Approximate Quantities.	This column not to be used by Bidder. Amount.
	(a) For buildings less than seven stories in height, per front foot	......	550	......
	(b) For buildings from seven to twelve stories in height, per front foot	......	0	......
	(c) For buildings over twelve stories in height, per front foot	......	0	......
4a	For the Astor House, as called for in Section No. 96 of the specifications	......	Lump sum	......
4b	For the St. Paul's School and Vestry office, as called for in Section No. 96 of the specifications	......	Lump sum	......
5	For tunnel excavation (except tunneling for sewers), including the disposal of material, timbering, etc., per cubic yard	......	17,570	......
6	For concrete masonry, in place, per cubic yard	......	8,570	......
7	For protective concrete masonry, in place, outside of waterproofing, per cubic yard	......	750	......
8	For rubble stone masonry, in place, per cubic yard	......	120	......
8a	For dry rubble masonry, in place, per cubic yard	......	100	......
9	For brick masonry, in place, per cubic yard	......	50	......
10	For hollow terra cotta brick masonry, in place, per cubic yard	......	50	......
11	For grout of Portland cement, per barrel of Portland cement used	......	2,545	......
12	For timber piles, in place, and prepared, per lineal foot	......	1,000	......
13	For timber foundations, placed and fastened, per thousand feet B. M.	......	2 M	......
14	For broken stone or gravel, in place, other than that used in concrete, per cubic yard	......	100	......
15	For waterproofing, treated woven fabric, laid with pitch or asphaltum, in place, as follows:			
	(a) For 1-ply, per square yard	......	3,350	......
	(b) For 2-ply, per square yard	......	100	......
	(c) For 3-ply, per square yard	......	2,450	......
	(d) For 4-ply, per square yard	......	100	......
	(e) For 5-ply, per square yard	......	100	......
	(f) For 6-ply, per square yard	......	100	......
16	For waterproofing, brick laid in asphalt mastic, in place, per cubic yard	......	523	......
17	For vitrified or cast-iron drain pipe, in place, as follows:			
	(a) For 12-inch vitrified pipe, per lineal foot	......	100	......
	(b) For 10-inch vitrified pipe, per lineal foot	......	100	......
	(c) For 8-inch vitrified pipe, per lineal foot	......	100	......
	(d) For 6-inch vitrified pipe, per lineal foot	......	100	......
	(e) For 4-inch vitrified pipe, per lineal foot	......	100	......
	(f) For 8-inch cast-iron pipe, per lineal foot	......	100	......
	(g) For 6-inch cast-iron pipe, per lineal foot	......	250	......
	(h) For 4-inch cast-iron pipe, per lineal foot	......	100	......
	(i) For 10-inch cast-iron pipe, per lineal foot	......	0	......
17a	For cast-iron pipe and fittings, including specials, "extra heavy," in place, as follows:			
	(a) For 3-inch, per lineal foot	......	0	......
	(b) For 4-inch, per lineal foot	......	0	......
	(c) For 6-inch, per lineal foot	......	30	......
	(d) For 8-inch, per lineal foot	......	0	......
18	For tunnel ducts, in place, as required by Section No. 288 of the specifications, per duct foot	......	40,460	......
19	For riveted steel, painted and erected, per ton of two thousand pounds	......	156	......
20	For steel beams and shapes with connections, painted and erected, per ton of two thousand pounds	......	490	......
21	For steel rods and bars built in concrete, per ton of two thousand pounds	......	23	......
22	For cast-iron tunnel lining, in place, in the work, including the placing of bolts and washers, and caulking of joints, etc., per ton of two thousand pounds	......	4,355	......
23	For steel bolts and washers for tunnel lining, per ton of two thousand pounds	......	143	......
25	For miscellaneous iron castings, other than tunnel lining, such as manhole heads and covers, gratings, etc., but not including castings for sewer work or pipes; in place, per ton of two thousand pounds	......	10	......
26	For wire mesh, in place, per pound	......	1,000	......
27	For one and one-half inch (1½-in.) galvanized iron pipe hand rail, in place, including expansion bolts, etc., per lineal foot	......	2,700	......
28	For steel gratings for ventilation, in place, including frames, etc., per square foot	......	576	......
30	For street surface restored:			
	(a) Sidewalks, including curbs and all structures and growths therein or thereon, per square yard	......	590	......
	(b) For temporary repavement and maintenance of roadways, per square yard	......	2,400	......
	SEWERS.			
	Vitrified and Cast-iron Pipe.			
38	For 15-inch vitrified pipe sewer, per lineal foot	......	700	......
39	For 18-inch vitrified pipe sewer, per lineal foot	......	150	......
	Egg-shaped Brick or Concrete Sewers.			
45	For 3 ft. 6 in. x 2 ft. 4 in., per lineal foot.	......	400	......
	Surface and Subsurface Structures.			
75	For street surface railroads, including the support, reconstruction, rebuilding, etc., where necessary (but not including permanent masonry supports, if required and added, and not including additional vaults, if required and constructed in excess of the number existing), as follows:			
	(a) For electric railroads, per lineal foot of single track	......	860	......
	(b) For horse railroads, per lineal foot of single track	......	280	......
76	For temporary and permanent support and maintenance of elevated railroad structures and all work incidental thereto, per column	......	8	......
	PIPES IN STREET.			
	For Work and Material as Called for by Section No. 62 of the Specifications.			
	Water and Gas Pipes.			
	Water Pipes.			
	For water pipes, in place, as follows:			
78	For 4-inch water pipe, per lineal foot	......	100	......
79	For 6-inch water pipe, per lineal foot	......	20	......
82	For 12-inch water pipe, per lineal foot	......	200	......
83	For 16-inch water pipe, per lineal foot	......	18	......
84	For 20-inch water pipe, per lineal foot	......	180	......
85	For 24-inch water pipe, per lineal foot	......	25	......
	Gas Pipes.			
	For gas pipes, in place, as follows:			
90	For 4-inch gas pipe, per lineal foot	......	10	......
91	For 6-inch gas pipe, per lineal foot	......	70	......
92	For 8-inch gas pipe, per lineal foot	......	10	......
94	For 12-inch gas pipe, per lineal foot	......	10	......
95	For 16-inch gas pipe, per lineal foot	......	10	......
96	For 20-inch gas pipe, per lineal foot	......	10	......
	By-passing Gas Pipes.			
99a	For by-passing pipes, in place, as follows:			
	(a) For 6-inch by-passing pipe, per lineal foot	......	1,230	......
	(b) For 8-inch by-passing pipe, per lineal foot	......	350	......
	(c) For 10-inch by-passing pipe, per lineal foot	......	0	......
	(d) For 12-inch by-passing pipe, per lineal foot	......	350	......
	(e) For 16-inch by-passing pipe, per lineal foot	......	350	......
	(f) For 20-inch by-passing pipe, per lineal foot	......	0	......
	New Cast-iron Hub and Spigot Water and Gas Pipe.			
100	For new cast-iron hub and spigot straight pipe, delivered on the work, per ton of two thousand pounds	......	10	......
101	For new cast-iron hub and spigot pipe, special castings, delivered on the work, per ton of two thousand pounds	......	5	......
	High Pressure Fire System Pipes, Standard Spigots and Grooves.			
	For high pressure fire system pipe in place, as follows:			
102	For 8-inch high pressure fire system water pipe, per lineal foot	......	50	......
103	For 12-inch high pressure fire system water pipe, per lineal foot	......	50	......
104	For 16-inch high pressure fire system water pipe, per lineal foot	......	80	......
	New Cast-iron Spigot and Groove Pipe for High Pressure Fire System.			
107	For new cast-iron spigot and groove straight pipe, delivered on the work, per ton of two thousand pounds	......	1	......
108	For new cast-iron spigot and groove pipe, special castings, delivered on the work, per ton of two thousand pounds	......	1	......
	Steam Pipes.			
	For steam pipe in place, as follows:			
111	For 10-inch steam pipe, per lineal foot	......	30	......
112	For 12-inch steam pipe, per lineal foot	......	100	......
113	For 15-inch steam pipe, per lineal foot	......	240	......
	New steel welded flanged steam pipe, delivered on the work, as follows:			
117	For 10-inch steam pipe, per lineal foot	......	50	......
118	For 12-inch steam pipe, per lineal foot	......	50	......
119	For 15-inch steam pipe, per lineal foot	......	100	......
	Air Pipes.			
	For air pipe in place, as follows:			
122	For 8-inch air pipe, per lineal foot	......	100	......
	New air pipe, delivered on the work:			
124	For new 8-inch air pipe, per lineal foot	......	50	......
	DUCTS IN STREETS.			
	Electric Ducts and Conduits in Streets. (Other than tunnel ducts and street railroad ducts which are provided for in Items 18 and 75a.)			
127	For electric ducts and conduits in place, as provided in Section No. 63 of the specifications, per duct foot	......	28,000	......

(2) If this proposal is accepted, the undersigned will within ten days after delivery of notice, execute and deliver the contract with the City in the form aforesaid and at the same time will deliver to the Comptroller of The City of New York pursuant to the terms of the said contract *a bond, in the sum of fifty thousand dollars in the form hereto annexed with the following named sureties, viz.:**

(3) The Commission may cause any notice intended for the undersigned to be delivered at Room No. on the floor of the building No. in the Borough of in the City of New York. Such delivery shall be sufficient notice to the undersigned.

(4) At the time of delivering this proposal to the Commission the undersigned will separately deliver a certified check payable to the order of the Comptroller of The City of New York for the sum of fifteen thousand dollars ($15,000). If the Commission shall notify the undersigned that the Contractor's Proposal is accepted and that the proposed contract is consented to by the Board of Estimate and Apportionment, then if the undersigned shall fail within ten days thereafter or within such longer period as may be prescribed by the Commission to procure the above described bond to be duly executed and delivered or make the said deposit in cash or securities; or if the undersigned shall fail to procure the contract to be duly executed and delivered as aforesaid, then the Invitation to Contractors and this Contractor's Proposal shall constitute a contract binding the undersigned to pay to the City the damages by it sustained by reason of such failure of the undersigned, as provided in said Invitation to Contractors. And the undersigned hereby assigns to the City the

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* The bidder may, under the Rapid Transit Act, deposit cash or approved securities, in lieu of a bond; and the bidder, if desirous of so doing, may so state here, and strike out the words in italics.

said sum so specially deposited by the delivery of such certified check, subject only to the condition that if this Proposal shall not be accepted, or, if it shall be accepted and the undersigned shall within ten days after notice as aforesaid or any longer period prescribed by the Commission, execute the said contract and procure the said bond to be duly executed and delivered or make the said deposit in cash or securities, then the amount of the said check so specially deposited shall be returned to the undersigned.

(5) A notice of acceptance of this Proposal by the Commission addressed to the undersigned as aforesaid shall forthwith, at the option of the Commission, operate as against the undersigned as a complete making of a contract according to the form thereof as aforesaid, with the blanks therein contained filled in according to this Proposal.

(6) There are no persons interested with the undersigned in this Proposal, except†

(7) This Proposal is made without any connection with any other person making a proposal or bid for the same purpose, and is in all respects fair and without collusion or fraud. No member of the Board of Aldermen, head of department, chief of bureau, deputy thereof or clerk therein, or other officer of The City of New York, or any member or employee of the Public Service Commission for the First District is interested directly or indirectly, as contracting party, partner, stockholder, or otherwise in, or in the performance of, the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof.

Dated the 1912

Affidavit of Verification.

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

being duly sworn, says: I am‡

the proposing Contractor above named. I have read the foregoing proposal. The same is in all respects true.

Sworn to before me this day of , 1912.

Schedule of Securities.

(Note—If the bidder desires not to give a bond, but to deposit securities in lieu thereof, a description of the securities to be deposited for that purpose must be inserted below.

All securities when delivered must be payable to, or run in favor of, or be transferred to, the Comptroller of The City of New York.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 18, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On September 16, 1912, the Public Service Commission for the First District forwarded for consent to the awarding to F. L. Cranford, the low bidder, of the contract for the construction of Section 1A, Route 5, being that portion of the Lexington Avenue Route extending under Church street, private property, Vesey street, private property, and under Broadway, from about 80 feet north of Dey street to about 75 feet south of Park place. There will be no station on this section.

In the communication the Public Service Commission requested that the limit to the amount of bonds to be made available to meet the requirements of said contract be set at $982,740.70, and that the Comptroller be directed to issue bonds to that amount.

I recommend that the Board of Estimate and Apportionment consent to the award of contract for Section 1A, Route 5, and that it authorize corporate stock to be issued to the amount of $982,740.70 to meet the requirements of said contract.

Attached hereto is a resolution which prescribes a limit to the amount of bonds available for the contract and authorizes the necessary corporate stock.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 37 of the Rapid Transit Act, being chapter 4 of the Laws of 1891, as amended, and the provisions of section 45 of the Greater New York Charter, and the requisition of the Public Service Commission for the First District, duly made by said Commission on September 16, 1912, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between F. L. Cranford and The City of New York, acting by the Public Service Commission for the First District, for the following purposes:

For the construction in the Borough of Manhattan of Section 1A, Route 5, known as the Lexington Avenue Route, being a two-track underground railroad, beginning at a point under Church street, about eighty (80) feet north of the centre line of Dey street and extending thence under Church street, private property, Vesey street and again under private property to Broadway, between Vesey and Barclay streets, and thence under Broadway to a point about seventy-five (75) feet south of the centre line of Park place, at a cost not to exceed nine hundred and eighty-two thousand seven hundred and forty dollars and seventy cents ($982,740.70); and be it further

Resolved, That the Board of Estimate and Apportionment prescribes that the limit to the amount of the proceeds of corporate stock available for the said purposes shall be nine hundred and eighty-two thousand seven hundred and forty dollars and seventy cents ($982.740.70); and be it further

Resolved, That the Comptroller be and he is hereby authorized and directed to issue corporate stock of The City of New York to the amount of nine hundred and eighty-two thousand seven hundred and forty dollars and seventy cents ($982,740.70), at such rate of interest as the Commissioners of the Sinking Fund shall prescribe, the proceeds to the amount of the par value thereof to be applied to the purposes mentioned in the communication of the Public Service Commission for the First District to this Board, dated September 16, 1912.

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 Secretary presented the following communication from the Public Service Commission for the First District requesting, and report of the Comptroller recommending, that the Board consent to the proposed contract to be entered into between the City of New York and the Degnon Contracting Company for the construction of Section 1 of Route 11-B of the 4th avenue, Brooklyn, Rapid Transit Railroad—beginning at a point under 4th avenue in the Borough of Brooklyn, about 25 feet south of the centre line of 40th street at the southerly end of contract section 11-A-4 now existing or being constructed, and extending thence southerly under 4th avenue to a point about 110 feet south of the centre line of 61st street, and authorize the issue of $1,930,258.50 corporate stock to meet the requirements of said contract:

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau street, New York.

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

The Public Service Commission for the First District herewith transmits to you for your consent as required by law a proposed contract between The City of New York and Degnon Contracting Company for the construction at the public expense of Section No. 1 of Route No. 11-B, being that portion of the proposed Fourth Avenue, Brooklyn, Rapid Transit Railroad, which begins at a point under Fourth Avenue in the Borough of Brooklyn at a point about twenty-five (25) feet south of the centre line of 40th street, at the southerly end of Contract Section No. 11-A-4, now existing or being constructed, and extends thence southerly under 4th avenue to a point about one hundred and ten (110) feet south of the centre line of 61st street.

The Public Service Commission for the First District further requests your Honorable Board to consent to the said contract herewith transmitted and to prescribe a limit to the amount of bonds available to meet the requirements of the said contract, to wit, the sum of one million nine hundred and thirty thousand two hundred and fifty-eight dollars and fifty cents ($1,930,258.50), and also to direct the Comptroller of The City of New York to issue the bonds of said City at such a rate of interest as the Commissioners of the sinking fund of said City may prescribe for the purpose of providing the necessary means for construction at the public expense of the said portion of such railroad.

And the Public Service Commission for the First District does hereby, pursuant to section 45 of the Greater New York Charter, make request for the authorization of such corporate stock for the full amount sufficient to pay the entire estimated expense of executing such contract, to wit, the sum of one million nine hundred and thirty thousand and two hundred and fifty-eight dollars and fifty cents ($1,930,258.50).

In witness whereof the Public Service Commission for the First District has caused its official seal to be hereto affixed and attested by its Secretary and these presents to be signed by its Chairman, this 16th day of September, 1912.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
(SEAL) By W. R. Willcox, Chairman.
Attest: Travis H. Whitney, Secretary.

Resolved, That this Commission hereby accepts the proposal of the Degnon Contracting Company, dated September 12, 1912, for the construction of Section No. 1, of Route No. 11-B, being that portion of the proposed Fourth Avenue, Brooklyn, Rapid Transit Railroad which begins at a point under 4th avenue in the Borough of Brooklyn, about twenty-five (25) feet south of the centre line of 40th street, at the southerly end of Contract Section No. 11-A-4, now existing or being constructed, and extends thence southerly under 4th avenue to a point about one hundred and ten (110) feet south of the centre line of 61st street, the aggregate of the unit prices in the proposal amounting to one million nine hundred and thirty thousand two hundred and fifty-eight dollars and fifty cents ($1,930,258.50).

Resolved, That the Chairman and the Secretary be and they hereby are authorized on behalf of the Commission to execute a contract in the form attached to the said proposal and to deliver the same if and when consented to by the Board of Estimate and Apportionment and upon compliance by the said Degnon Contracting Company with the requirements of the Invitation to Bidders attached to the said proposal.

Resolved, That the Chairman and the Secretary be and they hereby are authorized and directed to request the Board of Estimate and Apportionment to consent to the said contract and to prescribe a limit to the amount of bonds available to meet the requirements of the said contract, to wit, the sum of one million nine hundred and thirty thousand two hundred and fifty-eight dollars and fifty cents ($1,930,258.50), and also to request the said Board of Estimate and Apportionment to direct the Comptroller of The City of New York to issue the bonds of said City at such a rate of interest as the Board of Commissioners of the Sinking Fund of said City may prescribe for the purpose of providing the necessary means for construction at the public expense of the said portion of such railroad and also to make request for the authorization of bonds for the full amount sufficient to pay the entire estimated expense of executing such contract, to wit, the sum of one million nine hundred and thirty thousand two hundred and fifty-eight dollars and fifty cents ($1,930,258.50).

Resolved, That the Secretary give notice to the said Degnon Contracting Company that its proposal has been accepted and the contract awarded to it by this Commission subject to its being consented to by the Board of Estimate and Apportionment as required by law.

Resolved, That it be referred to counsel to the Commission to inquire into the sufficiency of the sureties and securities proposed to be given by the said Degnon Contracting Company and in behalf of the Commission to do any such act as may be necessary and incidental to the furnishing of proper securities.

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

I, Travis H. Whitney, Secretary of the Public Service Commission for the First District, do hereby certify, that I have compared the above with the original adopted by said Commission on September 16, 1912, and that it is a correct transcript therefrom and of the whole of the original.

In testimony whereof, I have hereunto subscribed my hand and affixed the seal of the Commission, this 16th day of September, 1912.

(SEAL) TRAVIS H. WHITNEY, Secretary.

Public Service Commission for the First District—Invitation to Contractors and Forms of Contract, Bond and Contractor's Proposal for the Construction of a Part of the Fourth Avenue, Brooklyn, Rapid Transit Railroad (Route No. 11-B), Section No. 1.

Form finally adopted by the Commission August 14, 1912, and approved as to form by the Corporation Counsel and filed on commencement of advertisement of Invitation to Contractors.

INVITATION TO CONTRACTORS.

Part of Route No. 11-B.

The City of New York, acting by the Public Service Commission for the First District (hereinafter called "the Commission") invites proposals to construct Section No. 1 of Route 11-B, a part of the Fourth Avenue, Brooklyn, Rapid Transit Railroad.

The points within the City between which the said part is to run and the route or routes to be followed are briefly as follows:

> Section No. 1. Beginning at a point under Fourth Avenue, in the Borough of Brooklyn, about twenty-five (25) feet south of the centre line of 40th Street, at the southerly end of Contract Section No. 11-A-4, now existing or being constructed, and extending thence southerly under Fourth Avenue to a point about one hundred and ten (110) feet south of the center line of 61st Street; with stations at 45th Street, 53d Street and 59th Street.

The general plan of construction calls for a subsurface railroad having one and two tracks on the easterly side of Fourth Avenue from the northern end of the section to a point about eighty-six (86) feet north of the center line of 43d Street, and four tracks for the remainder of the section. The details of the construction of the Railroad and appurtenances are more particularly indicated on the Contract Drawings.

Bidders will not be required to provide or lay tracks, ties or ballast, nor to do the station finish work.

The work of construction under the contract will include the construction of all necessary sewers and connections, along the route of the Railroad; also the necessary support, maintenance, readjustment and reconstruction of vaults adjacent to buildings, pipes, tubes, conduits, subways or other subsurface structures; the support and care, including underpinning where necessary, of all buildings, monuments, subsurface railroads and other structures, etc., affected by or interfered with during the construction of the work; also the restoration of the sidewalks and roadways.

The method of construction, unless otherwise permitted by the Commission, will be partly by trench excavation without cover and partly by trench excavation with cover, as set forth in the form of contract.

Bidders must examine the form of contract and the specifications, maps and plans; must visit the location of the work and inform themselves of the present conditions along the line thereof and make their own estimates of the facilities and difficulties attending the execution of the proposed work.

For the information of bidders attention is called to a seeming considerable demand for fill along the water front in the Bay Ridge district.

A fuller description of the work to be done is set forth, and other requirements, provisions, details and specifications are stated, in the printed form of contract and in the Contract Drawings therein referred to. Printed copies of the form of contract, bond and contractor's proposal may be had on application at the office of the Commission, No. 154 Nassau Street, Borough of Manhattan, City of New York. The Contract Drawings may be inspected at the same office, and copies thereof may be purchased by prospective bidders on payment of five dollars ($5.00). The printed form of contract and the Contract Drawings are to be deemed a part of this invitation.

Partial payments to the Contractor will be made monthly as the work proceeds, as provided in the form of contract.

The Contractor will be required to complete the work as soon as practicable and within a period of twenty-four (24) months from the date of the delivery of the contract.

Sealed bids or proposals will be received at the office of the Commission at No. 154 Nassau Street, Borough of Manhattan, City of New York, until the 12th day of September, 1912, at twelve (12) o'clock noon, at which time, or at a later date to be fixed by the Commission, the proposal will be publicly opened.

Proposals must be in the form prescribed by the Commission, copies of which may be obtained at the office of the Commission.

A statement based upon estimate of the Engineer, of the quantities of the various classes of the work and of the nature and extent as near as practicable of the work required is to be found in the schedule forming a part of the form of Contractor's Proposal. The quantities given in such schedule are approximate only, being given as a basis for the uniform comparison of bids, and no claim is to be made against the City on account of any excess or deficiency, absolute or relative, in the same, except as provided in the specifications and form of contract.

All proposals must, when submitted, be enclosed in a sealed envelope endorsed

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†Here insert the names and addresses of all persons interested with the bidder. If there are no such persons strike out the word "except."

‡If the bidder is an individual, do not fill this blank; if the bidder is a firm, here say, "a member of the firm of "; if a corporation, say "the (President or other officer duly authorized) of the Company."

"Proposal for Constructing Part of Rapid Transit Railroad—Route No. 11-*B, Section No.* 1," and must be delivered to the Commission or its Secretary; and in the presence of the person submitting the proposal, it will be deposited in a sealed box in which all proposals will be deposited. No proposal will be received or deposited unless accompanied by a separate certified check drawn upon a national or state bank or trust company having its principal office in the City of New York, satisfactory to the Commission and payable to the order of the Comptroller of The City of New York for the sum of fifteen thousand ($15,000) dollars. Such check must not be enclosed in the envelope containing the proposal.

The Unit Prices must not be improperly balanced, and any bid which the Commission considers detrimental to the City's interests may be rejected.

No proposal, after it shall have been deposited with the Commission, will be allowed to be withdrawn for any reason whatever.

The award of the contract will be made by the Commission as soon as practicable after the opening of the proposals.

Bidders whose proposals are otherwise satisfactory, in case the sureties or securities named by them are not approved by the Commission, may substitute in their proposals the names of other sureties or securities approved by the Commission, but such substitution must be made within five (5) days after notice of disapproval, unless such period is extended by the Commission.

A bidder whose proposal shall be accepted shall, in person or by duly authorized representative, attend at the said office of the Commission within ten (10) days after the delivery of a notice by the Commission that his proposal is accepted and that the contract is consented to by the Board of Estimate and Apportionment, and such bidder shall then deliver a contract in the form referred to, duly executed and with its execution duly proved.

At the time of the delivery of the contract, the Contractor will be required to furnish security to the City by giving a bond of forty thousand ($40,000) dollars. At the option of the successful bidder cash or approved securities may be deposited instead of giving a bond. If securities are deposited in place of a bond under this contract, they must be of the character of securities in which Savings Banks may invest their funds and must be approved by the Commission.

The Contractor's bond must be in the form annexed to the form of contract.

In addition and as further security fifteen (15%) per centum of the amounts certified from time to time to be due to the Contractor will be deducted until the amounts so deducted and retained shall equal the sum of one hundred and seventy-five thousand ($175,000) dollars. Thereafter there shall be so deducted and retained for such purpose ten (10%) per centum of the amounts certified from time to time to be due to the Contractor. The Contractor may from time to time withdraw portions of the amounts so retained upon depositing in lieu thereof corporate stock of The City of New York equal in market value to the amount so withdrawn.

In case of failure or neglect to execute and deliver the contract or to execute and deliver the required bond or to make the required deposit, such bidder will, at the option of the Commission, be deemed either to have made the contract or to have abandoned the contract. In the latter case, the Commission will give notice thereof to such defaulting bidder, and the Commission may thereupon proceed to make another contract with such, if any, of the original bidders, as, in the opinion of the Commission, it will be to the best interests of the City to contract with, or may by new advertisement invite further proposals. The defaulting bidder shall thereupon be liable to the City for all loss and damage by it sustained, including the excess, if any, of the amount it shall pay any other Contractor over the amount of the bid of such defaulting bidder.

If the Commission shall give notice to any bidder that his or its proposal is accepted and that the contract is consented to by the Board of Estimate and Apportionment, and if the bidder shall fail within ten (10) days thereafter or within such further period, if any, as may be prescribed by the Commission, to execute and deliver the contract and to execute and deliver the bond with sureties, or to make the required deposit, then the Invitation to Contractors and proposal accepted as aforesaid shall be a contract binding the bidder to pay to the City the damage by it sustained by reason of such failure, and in such case the bidder shall, by the terms of the proposal, absolutely assign to the City the ownership of the check accompanying his or its proposal as a payment on account of such damages.

All such deposits made by bidders whose proposals shall not be accepted by the Commission will be returned to the person or persons making the same within five (5) days after the contract shall be executed and delivered. The deposit of the successful bidder will be returned when the contract is executed and its provisions in respect of the bond or deposit are complied with.

The right to reject any and all bids is reserved.

New York, August 14, 1912.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
By WILLIAM R. WILLCOX, Chairman.
TRAVIS H. WHITNEY, Secretary.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.

CONTRACT FOR THE CONSTRUCTION OF A PART OF A RAPID TRANSIT RAILROAD ROUTE No. 11-B, SECTION No. 1.

Approved as to form this 14th day of August, 1912.
JOHN L. O'BRIEN, Acting Corporation Counsel.

RAPID TRANSIT RAILROAD.

CONTRACT.

Route No. 11-*B, Section No.* 1.

Agreement made this day of , 1912, between The City of New York, hereinafter called the City, acting by The Public Service Commission for the First District, hereinafter called the Commission, party of the first part, and The Degnon Contracting Company, hereinafter called the Contractor, party of the second part.

Whereeas, the Commission in behalf of the City by due advertisement, pursuant to law, has invited contractors to submit to the Commission proposals for making this contract; and

Whereas, the Contractor has thereupon duly submitted to the Commission a proposal, which has been accepted; and

Whereas, the Board of Estimate and Apportionment of The City of New York has consented to this contract;

Now, therefore, in consideration of the mutual covenants and agreements hereinafter contained, and under the authority of chapter 4 of the laws of 1891, entitled, "An Act to provide for Rapid Transit Railways in Cities of over One Million Inhabitants," and of the various acts amending the same, the parties do hereby, the City for itself and its successors and the Contractor for itself, its successors and assigns

Agree each with the other as follows:

I.

GENERAL PROVISIONS AND DEFINITIONS.

Outline of Contract.

Article I. The Contractor agrees to construct the part hereinafter described of a Rapid Transit Railroad, with its appurtenances. The City agrees to pay the Contractor the sums of money hereinafter mentioned at the times and in the manner and upon the terms and conditions hereinafter set forth.

Brief Description of Works.

Article II. The Railroad to be constructed under this contract forms a part of a certain route adopted by the Board of Rapid Transit Railroad Commissioners for The City of New York on June 1, 1905, and which is known as Route No. 11-B of the Fourth Avenue, Brooklyn, Route. The part to be constructed under this contract consists of

Section No. 1.

Section No. 1, Fourth Avenue from 40th Street to 61st Street.

Beginning at a point under Fourth Avenue, in the Borough of Brooklyn, about twenty-five (25) feet south of the center line of 40th Street, at the southerly end of Contract Section No. 11-A-4, now existing or being constructed, and extending thence southerly under Fourth Avenue to a point about one hundred and ten (110) feet south of the center line of 61st Street; with stations at 45th Street, 53rd Street and 59th Street.

The precise location of the tracks, and the dimensions and other characteristics of the Railroad are more fully stated in the specifications forming a part of this contract, and in the detailed drawings and plans hereinafter mentioned.

Statutes Incorporated Herein.

Article III. This contract is made pursuant to the Rapid Transit Act, which is to be deemed a part hereof as if it were incorporated herein.

Marginal Notes, etc.

Article IV. Titles, headings, running headlines and marginal notes are printed hereon merely for convenience and shall not be deemed to be any part of this contract for any purpose whatever.

Definitions of Words.

Article V. The following words and expressions used in this contract shall, except where by the context it is clear that another meaning is intended, be construed as follows:

"City."

(1) The word "City" to mean The City of New York, and any other corporation or division of government to which the ownership, rights, powers and privileges of The City of New York under the Rapid Transit Act, shall hereafter come, belong or appertain.

"Commission."

(2) The word "Commission" to mean the Public Service Commission for the First District, and any other board, body, commission, official or officials, to which or to whom the powers now belonging to the said Commission in respect of the location, construction, equipment, maintenance and operation of Rapid Transit Railroads under the provisions of the Rapid Transit Act shall, by virtue of any act or acts, hereafter pass or be held to appertain.

"Contractor."

(3) The word "Contractor" to mean the party of the second part to this contract, and its successors and assigns and any and every person or corporation who or which shall at any time be liable in the place or for the part of the second part to perform any obligations under this contract assumed by the said part of the second part. For convenience the Contractor is hereinafter referred to as if the Contractor were an individual. The word "he" shall, as the sense may require, include "it," "she" and "they"; the word "him" shall include "her," "it" and "them"; and the word "his" shall include "its," "her" and "their."

"Comptroller."

(4) The word "Comptroller" to mean the Comptroller of The City of New York, and the officer or board to whom or to which his powers now existing under the Rapid Transit Act shall come to appertain.

"Engineer."

(5) The word "Engineer" to mean the Chief Engineer of the Commission or his duly authorized representative and any successor or successors duly appointed or any deputy or substitute for him who shall be appointed by the Commission or by its authority.

"Rapid Transit Act."

(6) The words "Rapid Transit Act" to mean chapter 4 of the laws of 1891 as amendd by chapters 102 and 556 of the laws of 1892, chapters 528 and 752 of the laws of 1894, chapter 519 of the laws of 1895, chapter 729 of the laws of 1896, chapter 616 of the laws of 1900, chapter 587 of the laws of 1901, chapters 533, 542, 544 and 584 of the laws of 1902, chapters 562 and 564 of the laws of 1904, chapters 599 and 631 of the laws of 1905, chapters 472, 606 and 607 of the laws of 1906, chapter 429 of the laws of 1907, chapter 498 of the laws of 1909, chapters 205, 504, 505 and 506 of the laws of 1910, chapter 888 of the laws of 1911 and chapter 226 of the laws of 1912, or as heretofore otherwise amended.

"Railroad."

(7) The word "Railroad" to mean the part which the Contractor agrees by this contract to build, together with all appurtenances thereto which are to be constructed or provided by the Contractor.

"The Works."

(8) The words "the Works" to mean all of the matters and things herein agreed to be furnished or done by or on the part of the Contractor.

"New York."

(9) The words "New York" to mean the City of New York according to its boundaries at the date of this contract.

"Daily Newspaper."

(10) The words "daily newspaper" to mean any paper regularly published in New York on every day or every day except Sundays and holidays.

"Notice"—"Direction."

(11) The word "notice" to mean a written notice. The word "direction" to mean a written direction.

Wherever in the specifications or upon the drawings the words "directed," "required," "permitted," "ordered," "designated," "prescribed" or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended, and similarly the words "approved," acceptable," "satisfactory" or words of like import shall mean approved by or acceptable or satisfactory to the Engineer.

Legal Address of Contractor—Address May be Changed.

Article VI. The address given in the bid or proposal, upon which this contract is founded, is hereby designated as the place where all notices, directions and other communications to the Contractor shall be certified, mailed or delivered. The delivering at the above-named place or depositing in a post-paid wrapper directed to the above place, in any post-office box regularly maintained by the Post-office Department, of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor. Such address may be changed at sufficient service thereof upon the Contractor. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Commission. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor peresonally.

Contractor Responsible for Acts of Sub-contractor's Employees.

Article VII. If the Contractor shall cause any part of this contract to be performed by a sub-contractor, the provisions of this contract shall apply to such sub-contractor and his officers, agents and employees in all respects, as if he and they were employees of the Contractor; and the Contractor shall not be in any manner thereby discharged from his obligations and liabilities hereunder, but shall be liable hereunder for all acts and negligence of the sub-contractor, his officers, agents and employees as if they were employees of the Contractor. The employees of the sub-contractor shall be subject to the same provisions hereof as employees of the Contractor; and the work or materials furnished by the sub-contractor shall be subject to the provisions hereof, as if furnished directly by the Contractor.

Commission May Disapprove Sub-contractors.

Article VIII. The Contractor, before making any sub-contract of the work, shall state in writing to the Commission the name of the proposed sub-contractor, the portion of the work which such sub-contractor is to do or the materials which such sub-contractor is to furnish, the place of business of such sub-contractor and such other information as the Commission may require. The Commission shall have the right to require the Contractor not to award any sub-contract to a person, firm or corporation disapproved of by the Commission.

II.

WORK TO BE DONE, PRICES, ETC.

Work to Be Done.

Article IX. The Contractor shall do all the work and furnish all the materials, plant, tools and appliances necessary or proper for performing and completing the work of constructing the Railroad in the manner and within the time hereinafter specified. He shall complete the Railroad and do all work and furnish all labor and materials in and about the construction of the Railroad to the satisfaction of the Commission and in accordance with this contract and the specifications and drawings herein mentioned at the prices herein agreed upon and fixed therefor; provided, however, that said contract drawings may from time to time be altered or modified as hereinafter provided.

Construction Includes Incidental Work.

Article X. In order to construct the Railroad it will be necessary to take up and relay the sidewalk pavement or other surface material, and to relay the pavement in the roadways, to protect, support and maintain during construction all buildings and other structures, including their foundations, and all subsurface railroads, water mains, gas pipes, electric subways, poles and wires, vaults, including vaults of abutting property, and other surface, subsurface and overhead structures, together with their necessary connections, as the same may be met with along the route; to build sewers both along the route and other streets; to make or remake the necessary manholes, catch basins and other sewer connections therewith; to move, alter, readjust or rebuild water mains, gas pipes, electric subways, vaults, including vaults of abutting property, and other subsurface structures, together with their necessary connections; and to do all such additional and incidental work as may be necessary for the completion of the Railroad and the reconstruction and restoration of the street pavements or other surfaces adjacent to the route of the Railroad and which may have been directly or indirectly disturbed or injured by the Contractor in the progress of the work of construction, to as useful and good a condition as existed before construction shall have been begun. All such work of every description, including underpinning wherever necessary, of all buildings or structures of whatsoever nature, monuments, and subsurface railroads affected by or interfered with during the construction of the Railroad, is part of the work which is included in this contract and which the Contractor agrees to perform for the prices herein agreed upon.

Prices.

Article XI. The City will pay and the Contractor shall receive in full compensation for furnishing the necessary plant and all the materials and labor, and for performing and completing all the work which is necessary or proper to be furnished or performed in order to complete the Railroad (including all incidental work) and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of any description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, the following prices, to wit:

SCHEDULE OF UNIT PRICES.

Item 1. For earth excavation above mean high water (except excavation for sewers and pipes), including the disposal of it, etc., the sum of One 48-100 dollars ($1.48-100) per cubic yard.

Item 2-A. For earth excavation, both above and below mean high water, for sewers and pipes, including the disposal of it, etc., the sum of One 50-100 dollars ($1.50-100) per cubic yard.

Item 3. For rock excavation (except excavation for sewers and pipes), including the disposal of it, etc., the sum of Five 00-100 dollars ($5.00-100) per cubic yard.

Item 3-A. For rock excavation for sewers and pipes, including the disposal of it, etc., the sum of Five 00-100 dollars ($5.00-100) per cubic yard.

Item 4. For underpinning buildings, including all incidental work and material, as follows:

(a) For buildings less than seven (7) stories in height the sum of Ten 00-100 dollars ($10.00-100) per lineal front foot of building underpinned.

(b) For buildings from seven (7) to twelve (12) stories in height the sum of dollars ($) per lineal front foot of building underpinned.

(c) For buildings over twelve (12) stories in height the sum dollars ($) per lineal front foot of building underpinned.

Item 6. For concrete masonry, in place, the sum of Seven 50-100 dollars ($7.50-100) per cubic yard.

Item 7. For protective concrete masonry, in place, outside of waterproofing, the sum of Six 50-100 dollars ($6.50-100) per cubic yard.

Item 7-A. For the removal of concrete masonry and all incidental work, the sum of Ten 00-100 dollars ($10.00-100) per cubic yard.

Item 8. For rubble stone masonry, in place, the sum of Four 50-100 dollars ($4.50-100) per cubic yard.

Item 8-A. For dry rubble masonry, in place, the sum of Three 50-100 dollars ($3.50-100) per cubic yard.

Item 9. For brick masonry, in place, the sum of Twelve 00-100 dollars ($12.00-100) per cubic yard.

Item 9-A. For vitrified brick masonry, in place, the sum of Sixteen 00-100 dollars ($16.00-100) per cubic yard.

Item 9-B. For the removal of brick masonry and all incidental work, the sum of Six 00-100 dollars ($6.00-100) per cubic yard.

Item 9-C. For the removal of hollow tile masonry and all incidental work, the sum of Four 00-100 dollars ($4.00-100) per cubic yard.

Item 10. For hollow terra cotta brick masonry, in place, the sum of Twelve 00-100 dollars ($12.00-100) per cubic yard.

Item 11. For grout of Portland cement, the sum of Two 00-100 dollars ($2.00-100) per barrel of Portland cement used.

Item 11-A. For resurfacing concrete masonry with neat Portland cement mortar, the sum of Fifty cents ($0.50-100) per square yard.

Item 12. For timber piles, in place and prepared, the sum of Thirty-five cents ($0.35-100) per lineal foot.

Item 13. For timber foundations, placed and fastened, the sum of Forty-five 00-100 dollars ($45.00-100) per thousand feet, board measure.

Item 14. For broken stone or gravel, in place, other than that used in concrete, the sum of Two 00-100 dollars ($2.00-100) per cubic yard.

Item 15. For waterproofing, treated woven fabric, laid with pitch or asphaltum, in place, as follows:

(a) For one-ply, the sum of Forty cents ($0.40-100) per square yard.
(b) For two-ply, the sum of Sixty-five cents ($0.65-100) per square yard.
(c) For three-ply, the sum of Ninety cents ($0.90-100) per square yard.
(d) For four-ply, the sum of One 15-100 dollars ($1.15-100) per square yard.
(e) For five-ply, the sum of One 40-100 dollars ($1.40-100) per square yard.
(f) For six-ply, the sum of One 65-100 dollars ($1.65-100) per square yard.

Item 16. For waterproofing, brick laid in asphalt mastic, in place, the sum of Twenty-five 00-100 dollars ($25.00-100) per cubic yard.

Item 17. For vitrified or cast iron drain pipe, in place, as follows:

(a) For twelve (12) inch vitrified pipe, the sum of Seventy cents ($0.70-100) per lineal foot.

(b) For ten (10) inch vitrified pipe, the sum of Fifty-five cents ($0.55-100) per lineal foot.

(c) For eight (8) inch vitrified pipe, the sum of Forty cents ($0.40-100) per lineal foot.

(d) For six (6) inch vitrified pipe, the sum of Thirty cents ($0.30-100) per lineal foot.

(e) For four (4) inch vitrified pipe, the sum of Twenty cents ($0.20-100) per lineal foot.

(f) For eight (8) inch cast iron pipe, the sum of One 00-100 dollar ($1.00-100) per lineal foot.

(g) For six (6) inch cast iron pipe, the sum of Eighty cents ($0.80-100) per lineal foot.

(h) For four (4) inch cast iron pipe, the sum of Sixty cents ($0.60-100) per lineal foot.

(i) For ten (10) inch cast iron pipe, the sum of dollars ($) per lineal foot.

Item 17-A. For cast-iron pipe and fittings, including specials, "extra heavy," in place, the sum of

(a) For three (3) inch, the sum of Sixty cents ($0.60-100) per lineal foot.
(b) For four (4) inch, the sum of Ninety cents ($0.90-100) per lineal foot.
(c) For six (6) inch, the sum of One 20-100 dollars ($1.20-100) per lineal foot.
(d) For eight (8) inch, the sum of One 50-100 dollars ($1.50-100) per lineal foot.

Item 18. For tunnel ducts in place as required by Section No. 407 of the Specifications, the sum of Ten cents ($0.10-100) per duct foot.

Item 19. For riveted steel, painted and erected, the sum of Seventy-two 00-100 dollars ($72.00-100) per ton of two thousand pounds.

Item 20. For steel beams and shapes with connections, painted and erected, the sum of Sixty-two 00-100 dollars ($62.00-100) per ton of two thousand pounds.

Item 20-A. For drilling 15-16-inch holes in steel and all incidental work, the sum of Sixty cents ($0.60-100) per hole.

Item 21. For steel rods and bars built in concrete, the sum of Fifty 00-100 dollars ($50.00-100) per ton of two thousand pounds.

Item 24. For cast-iron columns, erected and painted, the sum of Seventy 00-100 dollars ($70.00-100) per ton of two thousand pounds.

Item 25. For miscellaneous iron castings (other than tunnel lining) such as manhole heads and covers, gratings, etc., but not including castings for sewer work or pipes, in place, the sum of Seventy-five 00-100 dollars ($75.00-100) per ton of two thousand pounds.

Item 26. For special wire forms, in place, the sum of Five cents ($0.05-100) per pound.

Item 27. For one and one-half (1½) inch galvanized iron pipe hand-rail, in place, including expansion bolts, etc., the sum of Seventy-five cents ($0.75-100) per lineal foot.

Item 28. For steel gratings, for ventilation, in place, including frames, etc., the sum of Two 00-100 dollars ($2.00-100) per square foot.

Item 29. For vault lights, in place, the sum of One 75-100 dollars ($1.75-100) per square foot.

Item 30. For street surface restored:

(a) For street surface, except roadways, the sum of One 80-100 dollars ($1.80-100) per square yard.

(d) For repavement of roadways between curb lines with macadam pavement, the sum of One 50-100 dollars ($1.50-100) per square yard.

(e) For repavement of roadways between curb lines with asphalt pavement, the sum of Two 60-100 dollars ($2.60-100) per square yard.

(f) For repavement of roadways between curb lines with Belgian block pavement, the sum of Two 50-100 dollars ($2.50-100) per square yard.

(g) For repavement of roadways between curb lines with Asphalt Block pavement, the sum of Three 30-100 dollars ($3.30-100) per square yard.

Item 32. For wrought-iron electric conduits, in place, in stations as follows:

(a) For three-fourths (¾) inch wrought-iron conduits, the sum of Fifteen cents ($0.15-100) per lineal foot.

(b) For one and one-half (1½) inch wrought-iron conduits the sum of Twenty-five cents ($0.25-100) per lineal foot.

(c) For two (2) inch wrought-iron conduits the sum of Thirty cents ($0.30-100) per lineal foot.

(d) For one (1) inch wrought-iron conduits, the sum of Twenty cents ($0.20-100) per lineal foot.

Item 33. For cast-iron outlet boxes, in place, in stations, the sum of One 00-100 dollars ($1.00-100) each.

Item 33-A. For cast-iron pull boxes, in place, in stations, the sum of One 00-100 dollars ($1.00-100) each.

Item 34. For cast-iron pipe and fittings including specials "extra heavy" in place, in stations, as follows:

(a) For six (6) inch the sum of Eighty cents ($0.80-100) per lineal foot.
(b) For three (3) inch the sum of Sixty cents ($0.60-100) per lineal foot.

Sewers.

Vitrified and Cast-iron Pipe.

Item 37. For twelve (12) inch vitrified pipe sewer, the sum of Two 50-100 dollars ($2.50-100) per lineal foot.

Item 38. For fifteen (15) inch vitrified pipe sewer, the sum of Three 00-100 dollars ($3.00-100) per lineal foot.

Item 39. For eighteen (18) inch vitrified pipe sewer, the sum of Three 30-100 dollars ($3.30-100) per lineal foot.

Item 40. For twenty (20) inch vitrified pipe sewer, the sum of Three 60-100 dollars ($3.60-100) per lineal foot.

Item 40-A. For twenty-two (22) inch vitrified pipe sewer, the sum of Four 00-100 dollars ($4.00-100 per lineal foot.

Item 41. For twenty-four (24) inch vitrified pipe sewer, the sum of Four 50-100 dollars ($4.50-100) per lineal foot.

Item 42. For cast-iron sewer pipe (straight pipe) in place in the work, the sum of Sixty 00-100 dollars ($60.00-100) per ton of two thousand pounds.

Item 43. For cast-iron sewer pipe (special castings) in place, in the work, the sum of Eighty 00-100 dollars ($80.00-100) per ton of two thousand pounds.

Item 43-A. For 22½-inch x 15-inch egg-shaped pipe sewer, the sum of Four 25-100 dollars ($4.25-100) per lineal foot.

Egg-Shaped Brick or Concrete Sewers.

Item 44. For 3 ft. x 2 ft., the sum of Five 00-100 dollars ($5.00-100) per lineal foot.

Item 45. For 3 ft. 6 in. x 2 ft. 4 in., the sum of Five 50-100 dollars ($5.50-100) per lineal foot.

Item 46. For 3 ft. 9 in. x 2 ft. 6 in., the sum of Five 75-100 dollars ($5.75-100) per lineal foot.

Item 49. For 4 ft. 6 in. x 3 ft., the sum of Six 50-100 dollars ($6.50-100) per lineal foot.

Circular Sewers—Brick or Concrete or Reinforced Concrete.

Item 56. For 5 ft., the sum of Twelve 00-100 dollars ($12.00-100) per lineal foot.

Pipes in Streets.

For Work and Materials as Called for by Section No. 60 of the Specifications.

Water and Gas Pipes.

Water Pipes.

For water pipes in place, as follows:

Item 79. For 6-inch water pipe, the sum of One 00-100 dollars ($1.00-100) per lineal foot.

Item 84. For 20-inch water pipe, the sum of Two 00-100 dollars ($2.00-100) per lineal foot.

Gas Pipes.

For gas pipes in place, as follows:

Item 90. For 4-inch gas pipe, the sum of Forty cents ($0.40-100) per lineal foot.

Item 92. For 8-inch gas pipe, the sum of One 00-100 dollars ($1.00-100) per lineal foot.

Item 95. For 16-inch gas pipe, the sum of One 40-100 dollars ($1.40-100) per lineal foot.

Item 96. For 20-inch gas pipe, the sum of One 80-100 dollars ($1.80-100) per lineal foot.

By-Passing Gas Pipes.

Item 99-A. For by-passing pipes upon or below the street surface, in place, as follows:

(a) For 6-inch by-passing pipe, the sum of Two 25-100 dollars ($2.25-100) per lineal foot.

(b) For 8-inch by-passing pipe, the sum of Two 50-100 dollars ($2.50-100) per lineal foot.

(c) For 10-inch by-passing pipe, the sum of Two 75-100 dollars ($2.75-100) per lineal foot.

(d) For 12-inch by-passing pipe, the sum of Three 00-100 dollars ($3.00-100) per lineal foot.

(e) For 16-inch by-passing pipe, the sum of Four 00-100 dollars ($4.00-100) per lineal foot.

(f) For 20-inch by-passing pipe, the sum of Five 00-100 dollars ($5.00-100) per lineal foot.

New Cast-iron Hub and Spigot Water and Gas Pipe.

Item 100. For new cast-iron hub and spigot straight pipe delivered on the work, the sum of Thirty-five 00-100 dollars ($35.00-100) per ton of two thousand pounds.

Item 101. For new cast-iron hub and spigot pipe, special castings, delivered on the work, the sum of Seventy 00-100 dollars ($70.00-100) per ton of two thousand pounds.

Ducts in Streets.

Electric Ducts and Conduits in Streets.

(Other than tunnel ducts and street railroad ducts which are provided for in Item 18.)

Item 127. For electric ducts and conduits in place, as provided in Section No. 62 of the Specifications, the sum of Fifty cents ($0.50-100) per duct foot.

Item 127-A. For wrought-iron pipe used as electric ducts and conduits in place, as provided in Section No. 62 of the Specifications:

(a) For 2½-inch wrought-iron pipe, the sum of Sixty cents ($0.60-100) per lineal foot.

(b) For 3-inch wrought-iron pipe, the sum of Seventy cents ($0.70-100) per lineal foot.

(c) For 3½-inch wrought-iron pipe, the sum of Eighty cents ($0.80-100) per lineal foot.

Work not Susceptible of Classification.

Article XII. In case any work or materials shall be required to be done or furnished in or about the Works—whether specified herein or indicated on the plans or not—which are not susceptible of classification under the Schedule of Unit Prices, the Contractor shall and will, if ordered by the Engineer, do and perform such work and furnish such materials at and for the actual and necessary net cost in money to the Contractor for labor and for material, where new material is used, and in addition thereto ten (10%) per centum of such net cost for the use of tools and plant, superintendence and all other expenses incidental to the performance of such work and the furnishing of such material, and the Contractor shall have no further claim in excess of the above; but this method of payment shall not apply to the performance of any work or the furnishing of any material which in part or in whole is susceptible of classification under such schedule, which work or material shall be paid for in part or in whole, as the case may be, at the unit price given in such schedule, except as herein otherwise *expressly* provided.

In case any work or material shall be required to be done or furnishd under the provisions of this Article, for cost plus ten (10%) per centum, the Contractor shall at the end of each day during the progress thereof furnish to the Engineer daily time slips showing the name and number of each workman employed thereon, the number of hours employed thereon, the character of work he is doing and the wages paid or to be paid to him and also a daily memorandum of the material delivered on the work showing the amount and character of such material, from whom purchased and the amount paid or to be paid therefor. If required, the Contractor shall produce any books, vouchers, records or memoranda showing the work and materials actually paid for and the actual prices therefor.

Quantities Approximate Only.

Article XIII. It is expressly understood and agreed that the quantities of the various classes of work to be done and materials to be furnished under this contract, specified in the Contractor's Proposal, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the Works under this contract; and neither the City, nor the Commission, nor any member of the Commission, is to be held responsible that any of the said estimated quantities shall, by reason of inaccuracies, or changes in the Works, be found even approximately correct in the construction of the Works, and the Contractor shall make no claim for anticipated profit, or for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities stated in the Contractor's Proposal.

Right of Commission to Amplify Plans.

Article XIV. The Commission shall have the right, during the progress of the work, to amplify the plans, to add explanatory specifications and to furnish additional specifications and drawings.

Plans May be Modified.

Article XV. The Commission further reserves the right to change the location and to alter, in any way it may deem necessary for the public interests, the drawings aforesaid, in part or altogether, at any time during the progress of the work, without constituting grounds for any claim by the Contractor for payment or allowance for damages or extra service other than is provided for items of the different classes of construction shown in the schedule, or where not susceptible of classification, then as otherwise provided herein.

Contractor Bound to Complete in Best Manner.

Article XVI. The Contractor shall complete the entire work in accordance with the specifications and contract drawings and according to the other provisions of this contract and within the times specified in this contract, in the most workmanlike manner and with the highest regard to the safety of life and property and according to the lines, levels and directions given by the Engineer, for the prices herein agreed upon.

Best Materials, Machinery, Tools, etc., to be Used.

Article XVII. The Contractor shall furnish of the best description all materials, machinery, implements, tools and labor necessary to construct and put in complete working order all work covered by the specifications, contract drawings and provisions of this contract, including all additional specifications, drawings and details issued or required, as herein provided for the prices hereinbefore agreed upon.

Contractor Has Examined Location, Plans, etc.

Article XVIII. The Contractor hereby represents that prior to the execution of this contract he has examined in detail on the ground the location mentioned herein and indicated on the plans, and that he has fully examined the plans and has read each and every clause and section of this contract and the specifications and has had full opportunity to consider the same and make necessary investigations relating thereto; and he agrees that he will not make any claim for, or have any right to, damages or an extension of time for completion of the Works, or any other concession, because of any misinterpretation or misunderstanding of this contract or the specifications or of the plans, or because of any lack of information.

No Acceptance to Obviate the Necessity for Sound Work, etc.

Article XIX. No acceptance of any part of the Works or of materials therefor shall relieve the Contractor of his obligation to furnish sound material and perform sound work, whether with respect to such part or to any part of the Works.

Inspection.

Article XX. The Commission contemplates, and the Contractor hereby approves, the most thorough and minute inspection by the Commission and its Engineer, and by their representatives or subordinates, of all work and materials and of the manufacture or preparation of such materials from the beginning of Construction to the final completion of the Works. It is the intention of the Commission that its Engineer shall draw the attention of the Contractor to all errors or variations from the requirements of this contract or other defects in workmanship or materials. But it is expressly agreed that no omission on the part of the Commission or its Engineer or any officer, member or subordinate of the Commission to point out such errors, variations or defects shall give the Contractor any right or claim against the City or shall in any way relieve the Contractor from his obligations according to the terms of this contract.

Contractor to Afford Facilities for Inspection.

Article XXI. The Contractor shall at all times give to the Commission and its members, to the Engineer and his assistants and subordinates, and any person designated by the Commission or its Chairman, all facilities, whether necessary or convenient, for inspecting the materials to be furnished and the work to be done under this contract. The members of the Commission, the Engineer and all employees of the Commission bearing his authorization or the authorization of the Commission or its Chairman, shall be admitted at any time summarily and without delay to any part of the Works or to inspection of materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer to be Furnished Facilities.

Article XXII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the work is in accordance with the requirements and intention of this contract, even to the extent of uncovering or taking down portions of finished work. Should the work thus exposed or examined prove satisfactory, the uncovering or taking down and the replacing of the covering or the making good of the parts removed shall be paid for at the contract prices for the class of work done; but should the work exposed or examined prove unsatisfactory, such uncovering, taking down, replacing and making good shall be at the expense of the Contractor.

Inspection Not to Relieve Contractor of Obligations.

Article XXIII. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein prescribed, and defective work shall be made good and unsuitable materials will be rejected, notwithstanding that such work and materials have been previously overlooked by the Enginer and accepted or estimated for payment. If the work or any part thereof, shall be found defective before the final acceptance of the whole work, the Contractor shall forthwith make good such defect, in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work, or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials.

Engineer's Determination to Be Final and Conclusive upon Contractor.

Article XXIV. To prevent disputes and litigations, the Engineer shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract; shall determine all questions in relation to the Works and the construction thereof; and shall in all cases determine every question which may arise relative to the fulfillment of this contract on the part of the Contractor. His determination and estimate shall be final and conclusive upon the Contractor, and in case any question shall arise between the parties hereto, touching this contract, such determination and estimate shall be a condition precedent to the right of the Contractor to receive any money under this contract.

Engineer to Explain.

Article XXV. The Engineer shall make all necessary explanations as to the meaning and intention of the specifications, shall give all orders and directions contemplated therein or thereby and in every case in which a difficult or unforeseen condition shall arise in the performance of the work required by this contract.

Other Contractors.

During the progress of the work it will be necessary for other contractors and persons to do work in or about the construction or equipment of the Railroad. The Contractor shall afford to such other contractors or persons such facilities as the Engineer may require.

Differences Between Contractor and Other Contractors.

Any difference or conflicts which may arise between the Contractor and other contractors of the Commission in regard to their work shall be adjusted and determined by the Engineer.

Substitute for Chief Engineer.

Article XXVI. Any engineer substituted by the Commission in place of the Chief Engineer during his absence, illness or inability or when the Commission shall so determine, shall, during his official connection, have all the power and authority of the Chief Engineer, and in all respects be recognized as such Chief Engineer.

III.

SPECIFICATIONS.

Specifications and Drawings Subject to Requirement of Railroad of Highest Class—Where Text of Contract Doubtful, Best Materials and Workmanship Required.

Section No. 1. The specifications and contract drawings hereinafter mentioned and taken in connection with the other provisions of this contract, are intended by the Commission to be full and comprehensive, and to show all the work required to be done. But in a work of this magnitude it is impossible either in advance to show all details, or precisely to forecast all exigencies. The specifications and contract drawings are to be taken, therefore, as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Railroad is intended to be constructed for actual use and operation as an interurban railroad of the highest class, adapted to the necessities of the people of New York, in the best manner, according to the best rules and usages of railroad construction, and in the event of any doubt as to the meaning of any portion or portions of the specifications or contract drawings, or of the text of the contract, the same shall be interpreted as calling for the best construction, both as to materials and workmanship, capable of being supplied or applied under the then existing local conditions. All the clauses of the specifications, and all the parts of the contract drawings, are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Construct in Accordance With Specifications.

Section No. 2. The Contractor shall construct and complete the Railroad strictly in accordance with the requirements of these specifications; if, in the specifications or contract, any detail or other matter or thing requisite be not mentioned, nevertheless the same is deemed to be included and the Contractor hereby undertakes to do the same as part of the work hereunder, at the unit prices for each class of work where applicable or as provided in Article XII. of the contract.

Maps and Drawings.

Section No. 3. The contract plans referred to in the contract and specifications bear date July 15, 1912, are each countersigned by the Engineer, are stamped with the seal of the Commission, bear the general title:

ROUTE No. 11-B, SECTION No. 1.

Contract Drawing No.

and are designated or numbered as follows:

A-1 to A-3, inclusive, B-231, B-232, B-236 to B-239, inclusive, B-246, C-1 to C-19, inclusive, C-24, C-401 and C-1001.

Typical Sections and Dimensions.

Section No. 4. The sections and dimensions shown on the contract drawings are typical sections and dimensions which should be applicable to the greater part of the work. Where, however, changes are deemed necessary they may be ordered under Article XV. of the contract and the Engineer shall issue such plans and specifications as may be necessary.

Supplementary Drawings.

Section No. 5. In addition to the contract drawings already mentioned, the Commission has had prepared a set of maps and plans, bearing the same seal and general title as the contract-drawings, but designated as Supplementary Drawings. These supplementary drawings exhibit certain information which the Commission has received from its Engineer of the general nature of the soil underlying portions of the route, the nature and position of subsurface railways, water mains, gas and other pipes, sewers, electric subways, manholes, hydrants, catch basins and other surface and subsurface structures.

Supplementary Drawings May Be Examined.

Section No. 6. These supplementary drawings can be seen at the office of the Engineer, also samples of material taken in connection with test borings. They are exhibited to the Contractor without any guarantee on the part of the Commission as to their completeness or correctness. The Contractor may have copies (blue-prints) of these drawings for such aid, if any, as may be derived from them, on the payment of the cost of blue-printing.

In Case of Difficulties Not Indicated on Supplementary Drawings.

Section No. 7. If, in the prosecution of the work, difficulties of any nature be encountered which are not indicated or suggested by the supplementary drawings, or by the samples of the test borings, or if additional surface or subsurface structures or obstructions be discovered or found of different size or in different positions or of different nature from those shown on the supplementary drawings, or if in any way such supplementary drawings be found erroneous, the Contractor shall take every necessary or proper precaution to overcome the unforeseen difficulty, and is to support, maintain, protect, remove, adjust or readjust, as the case may be, the additional or different surface or subsurface structures according to the direction of the Engineer, and as provided in this contract and these specifications.

Specifications Not Exclusive.

Section No. 8. It is expressly understood that the specifications do not include all requirements, but are requirements in addition to those heretofore or elsewhere given or provided in this contract. The specifications and other provisions of this contract, and the contract drawings, are intended to be explanatory of each other. Should, however, any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the explanation of the Engineer shall be final and conclusive.

Subdivisions of Specifications.

Section No. 9. These specifications are grouped in subdivisions as follows:

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1.

Brief Description of the Work.

General Nature.

Section No. 10. The Rapid Transit Railroad which is hereinbefore described is to be an underground railroad or subway. The general details of construction and the location of the various tracks, junctions, grades, etc., are indicated more particularly on the contract drawings.

The Contractor will not be required to provide or lay tracks, ties or ballast under this contract.

Stations are to be constructed at such places as are indicated on the plans, but station finish work is not included in the work to be done under this contract. Station construction must, however, be kept so advanced that station finish contractors can complete their work coincidently with the completion of the Railroad.

Surface and Subsurface Structures.

Section No. 11. In addition to the construction of the Railroad, it will be necessary to do various incidental work which is generally referred to in Article X hereof.

Ventilating Chambers and Gratings.

Section No. 12. In order to provide for a frequent renewal of air in the Railroad, chambers for the installation of necessary ventilating devices shall be built at the sides of the Railroad and in connection therewith. These chambers shall be generally of the form and dimensions as shown on the plans, varying somewhat with the requirements of local conditions. They will be so arranged that the air will discharge through gratings placed generally in the sidewalks in the roofs of the chambers. If, owing to local conditions, it becomes necessary to lead the air to gratings or other outlets away from the chambers, suitable air-ways, ducts or flues shall be constructed.

The chambers will be built at the places and as indicated on the plans.

The chambers will be provided with suitable steel doors and with steel ladders reaching to the street for use as exits in case of emergency. Such doors and ladders will be paid for as riveted steel, Schedule Item 19.

Other openings with gratings will be built at or over the stations, for the purpose of admitting air to the Railroad.

General Clauses.

Prevention of Water Percolation.

Section No. 13. It is the very essence of these specifications to secure a railroad structure underground which shall be free from the percolation of ground or outside water. The mixing and placing of the concrete and the placing and protection of the waterproofing shall be with this end in view.

Best Quality of Work.

Section No. 14. All materials and workmanship must be of the best class in every respect, and the Engineer is to be the sole judge of their quality and efficiency.

Rapidity and Safety.

Section No. 15. All the work shall be prosecuted in the manner, according to local conditions, best calculated to promote rapidity in construction, to secure safety to life and property and to reduce to the minimum any interference with abutting property and the public travel. Decking of the streets, paving, or other surface work affecting, or affected by, street traffic shall be prosecuted during such hours as will reduce such interference to a minimum. Night work shall be conducted, in accordance with the directions of the Engineer, so that annoyance to occupants of abutting property shall be reduced to a minimum, and the Engineer may, if in his judgment conditions so require, direct that night work be omitted.

Contract Section Part of System.

Section No. 16. The contract section embraced in this contract is one of a number of contract sections forming part of an extensive rapid transit railroad system, which the interests of the City imperatively require should be completed and put in operation without delay. If the Contractor shall fail so to prosecute his work that, in the judgment of the Engineer, it shall not be reasonably probable that the work will be completed within the time limits, the Contractor, if directed by the Commission, shall increase the number of shifts and the number of men in each shift as may be necessary to insure the completion of the work within the time required by this contract, or within the shortest possible time thereafter.

Emergencies.

Section No. 17. In case of emergencies involving danger to life or property, continuous work with an increased force may be ordered by the Engineer for such time as may be necessary.

Permits.

Section No. 18. No work shall be begun until the Commission shall issue to the Contractor a permit authorizing him to proceed. No permits for excavation will be issued until the Contractor has given satisfactory assurance to the Engineer that the material needed for construction has been acquired and is available. Such permits are to be in such form and to cover such portions of the work as the Commission shall prescribe.

When to Be Filed With Borough President.

Section No. 19. Before any opening is made in the surface of a street, a copy of the permit issued by the Commission shall have been filed with the Borough President not less than five days, unless the Engineer shall expressly direct work to begin within a less period.

Notice Regarding Commencement of Work.

Section No. 20. Before commencing work on any part of the route, whether on the Railroad or on the sewers lying off the line of the Railroad, the Contractor shall give notice in writing to the Engineer at least one (1) week in advance of his intention to commence such operations; and before commencing manufacture, or resuming manufacture, if the same has been suspended, of any article called for by these specifications, notice shall be given to the Engineer in writing at least one (1) week in advance, with the name and address of the maker and the amount and description of the material to be manufactured.

Shafts and Dumping Platforms.

Section No. 21. Plans showing the proposed location, and proposed methods of construction, of shafts, dumping platforms, etc., shall be submitted to the Engineer and receive his approval before permits will be granted for such plant and appliances to be constructed and put in operation.

Ordinances and Regulations.

Section No. 22. In all operations connected with the Works, all ordinances of the City, and of the Board of Health, so far as they may be valid and operative with respect thereto, and all laws of this State which are now applicable to and control or limit in any way the actions of those engaged in the work or affecting the materials belonging to them, shall be respected and strictly complied with, and the Contractor shall further strictly comply with all applicable Federal, State and Municipal regulations regarding the transportation in and around the City and Harbor of materials used in, or in connection with, the work.

Requirements of Borough President, etc., to Be Observed.

Section No. 23. Whenever the construction of the Works under the provisions of this contract shall interfere with, disturb or endanger any sewer, water pipe, gas pipe, or other duly authorized subsurface structure, the work of construction at such points shall be conducted in accordance with the reasonable requirements of the Borough President or the Commissioner of Water Supply, Gas and Electricity or other officer or local authority having the care of and the jurisdiction or control over such subsurface structures so interfered with, disturbed or endangered.

Building and Water Permits; Shut-Offs for Water Pipes, etc.

Section No. 24. The Contractor shall procure all permits necessary or requisite for the underpinning of buildings and the reconstruction thereof; he shall, at his own cost, provide for the water supply necessary for his work and he shall bear the cost of any inspection charge in connection therewith. He shall bear the expense absolutely necessary in the bagging of gas pipes where it is necessary to cut off the supply of same, except where it is necessary to resort to by-passing as provided in Section No. 52, and of the shutting off and restoration of the flow in water mains where such work applies to the maintenance and support thereof as provided in Section No. 59 of the specifications.

Storage on Cross Streets.

Section No. 25. On cross-streets adjacent to the work, only such material may be stored as may be necessary, in case of an emergency, to sheet or to support the excavation; or a reasonable amount of such structural and other material as may be absolutely necessary to avoid delay in construction may be stored; such material must not be allowed to accumulate, but must be replenished from day to day. The amount to be so allowed shall be determined by the Engineer.

No material of any nature shall be stored along sidewalks of Fourth Avenue.

Material Stored.

Section No. 26. Excavated sand, gravel or stone that in the judgment of the Engineer is suitable for use in mortar, concrete, or masonry, also structural and other material to be used in the work, may be stored in such locations and for such periods as are approved by the Engineer.

Approval of Engineer Revocable.

Section No. 27. In any case material may only be so stored with the approval of the Engineer, revocable at any time; and if so ordered, such material shall be removed immediately on receipt of the order, or within a period of time to be therein stated.

Access to Fire Hydrants.

Section No. 28. Wherever the work is being carried on, free access must be given to every fire hydrant and fire alarm box, and when required, hydrants shall be extended by suitable tube or piping to an accessible point as approved by the Engineer, and to the satisfaction of the Chief of the Fire Department. Materials must not be piled at any time or place within ten (10) feet of any fire hydrant or fire alarm box; and where materials are unavoidably piled or placed in the vicinity of a fire hydrant or fire alarm box, and to such eight as to obscure a sight of the same, the position of such hydrant or fire alarm box shall be indicated by suitable signals, both day and night.

Work to Be Cleared.

Section No. 29. At his own expense and as directed from time to time by the Engineer, the Contractor is to clear the work, streets and all public places occupied by him of all refuse and rubbish that may accumulate from any source whatever and leave them in a neat condition; but this is in no way to be construed as placing upon the Contractor the usual duties of the Street Cleaning Department.

Assistance to Be Rendered to Owners of Buildings.

Section No. 30. Where access to any adjacent property is temporarily cut off, owing to the occupancy of the street by the Contractor, he must, at his own cost, render every assistance to the owner or occupant in handling such materials of any description, including all material to be removed by the Department of Street Cleaning, that has to be taken to or removed from such property; such material shall be taken to or from the nearest accessible point that in the opinion of the Engineer is convenient for handling.

Waste Material.

Section No. 31. Waste material of any character will under no conditions be permitted to remain on the streets, but must immediately on its becoming unfit for use in the work be carted away and disposed of by the Contractor as hereinbefore provided; nor shall such materials be allowed to accumulate in the trenches.

Conveniences for Men.

Section No. 32. Necessary conveniences, properly secluded from public observation, shall be constructed and maintained by the Contractor at his own expense wherever needed for the use of the Contractor's employees, to the satisfaction of the Engineer and the sanitary authorities.

Fences.

Section No. 33. Wherever necessary the Contractor shall erect and maintain at his own expense fences for the protection of adjoining property and of the adjoining public places.

Advertisements Forbidden.

Section No. 34. The using of fences and buildings during construction for advertising purposes, other than the name and address of the Contractor, is forbidden; all temporary buildings and fences erected by the Contractor shall be neat in appearance and shall be painted as directed by the Engineer.

Barricades.

Section No. 35. Barricades and bridges shall be erected by the Contractor at his own cost, for the protection of the work or use of the public; they shall be substantial in character and neat in appearance.

Detailed Drawings.

Section No. 36. The Engineer will prepare and furnish to the Contractor, from time to time as required, drawings and plans amplifying such details of the contract drawings as may be necessary, and drawings and plans necessary to show the adjustment and reconstruction of all surface and subsurface structures wherever the reconstruction of the same is necessitated by the construction of the railroad. These plans must be strictly followed, unless local conditions should develop during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted.

Working and Shop Drawings.

Section No. 37. The Contractor shall make all working or shop drawings which may be required in addition to the contract drawings, or in addition to such other drawings as the Commission may issue in amplification of such contract drawings, as explained above. All working or shop drawings shall be submitted in duplicate to the Engineer for his approval, which approval shall be indicated by his countersigning one set of such working or shop drawings and returning the same to the Contractor. Should the working or shop drawings be not approved by the Engineer, then the Engineer shall return one set of such working or shop drawings, with the necessary corrections and changes indicated thereon; and the Contractor must make such corrections and changes, and again submit plans in duplicate for the approval of the Engineer; and no work called for by said working or shop drawings shall be done until the approval of the Engineer be obtained, which must be given or refused within ten (10) working days after delivery to him at his office of such plans in duplicate.

Lines and Grades.

Section No. 38. During the progress of the work the Commission will give, through the Engineer, to the Contractor, suitable points, marks or benches, indicating the line and grade of the Railroad and of the sewers; such points or bench marks to be established at such intervals as the Engineer deems necessary for the Contractor to be able to perform his work. The principal lines and grades are to be given by the Engineer, who may change them from time to time as may be authorized and directed by the Commission. The stakes and marks given by the Engineer shall be carefully preserved by the Contractor, who shall give to the Engineer all necessary assistance and facilities for establishing benches and plugs and for making measurements.

Notice, How Given.

Section No. 39. When the Contractor is absent from any part of the work where it may be necessary to give instructions, orders will be given by the Engineer to, and shall be received and promptly obeyed by the superintendent or overseer of the Contractor, who may have charge of the particular work in relation to which the orders are given, and a confirmation in writing of such orders will be given to the Contractor by the Engineer if so requested.

Imperfect Work.

Section No. 40. Any imperfect construction which may be discovered before the final acceptance of the work, shall be corrected immediately on the requirement of the Engineer and at the Contractor's expense, notwithstanding that it may have been overlooked by the proper inspector.

Damaged Work to Be Replaced.

Section No. 41. All work of whatever kind which during its progress and before its final acceptance shall become damaged from any cause shall be broken up or removed and be replaced by good and sound work at the Contractor's expense.

Condemned Materials to be Removed.

Section No. 42. If any material brought on the ground for use in the work or selected for the same shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials as may be directed by the Engineer.

Competent Men.

Section No. 43. The Contractor shall employ only competent, skillful and faithful men to do the work. Whenever the Engineer shall notify the Contractor in writing that in his opinion any man on the work is incompetent, unfaithful or disorderly, such man shall be discharged from the work and shall not again be employed on it.

3.

General Manner of Prosecution and Maintenance of Traffic.

Access to Buildings, Etc.

Section No. 44. No building shall, without the consent of the occupant, and after notice to the Engineer, be deprived of means of access thereto, and, where streets are open suitable bridges shall be built and maintained, at the Contractor's expense, to permit owners and occupants to reach their premises. Where necessary, proper and easy means for passengers to reach or leave street cars shall be maintained.

Contiguous Contract Sections.

Section No. 45. On the division line of contiguous contract sections, the Engineer will decide any matters in the details of construction within a limit of twenty feet on either side of the line where the work of contractors may be in conflict, and direct which of the contractors shall complete the details of construction within such limits.

Conduct of Work.

Section No. 46. Generally the Contractor will be permitted to conduct his work in the most expeditious manner possible, having due regard for the safety of persons and property and facilities for traffic and under such instructions as the Engineer may give from time to time.

Facilities for Travel.

Section No. 47. All necessary facilities are to be furnished by the Contractor for the benefit of street travel, both on longitudinal and cross streets.

Decking of Streets and Sidewalks.

Section No. 48. In order to provide the minimum interference with traffic and the minimum inconvenience to abutting property owners, during the construction of the Railroad, on all parts of the work the streets and sidewalks shall, except as hereinafter specifically provided, be substantially decked or covered over, and every precaution must be taken to keep traffic free from interruption. (See Section No. 427.)

Street Intersections.

Section No. 49. The street intersections, except in cases where open trench excavation without cover is permitted, shall be kept at all times open for traffic for their full width. The street intersections in cases where open trench excavation without cover is permitted must be kept at all times open to traffic for at least one-half the width of the cross-roadway, except that cross-roadways in which surface railroads are located shall be kept at all times open to traffic for their full width.

Where portions of a street intersection are opened the same shall be substantially and neatly bridged for foot traffic. In all cases the Contractor shall at all times keep all the street crossings on the lines of the sidewalks in a clean and neat condition, bridging gutters and low places where water might collect.

Close Observance of Above Requirements.

Section No. 50. The Commission will insist upon the close observance of the above requirements, and no departure thererfom will be allowed, excepting upon the written permission of the Commission.

Openings for Ventilation.

Section No. 51. Wherever the excavations are decked, or where gases are liable to accumulate, suitable openings shall be provided for proper ventilation.

By-passing Gas Mains.

Section No. 52. Wherever the excavations are decked, all gas pipes whose services cannot temporarily be dispensed with shall be by-passed, if directed by the Engineer; temporary pipes to take their place being laid either upon or below the street or sidewalk surfaces. These temporary by-passing pipes will be paid for at the prices stipulated in Schedule Item 99-A. These prices are to include the cost of all labor and material necessary to provide a temporary and independent system of gas supply to take the place of the system originally in the street; to connect such temporary system with the mains in the intersecting streets where necessary; to transfer all house and lamp services to such temporary system where necessary; to remove and dispose of the material of such temporary system and to restore the original system. No allowance will be made for the maintenance of such temporary system. All maintenance will be considered as of the original system, and will be as provided for in Section No. 59.

Temporary Pipes, Etc.

Section No. 53. Temporary pipes, if laid upon the street or sidewalk surfaces, shall be neatly and substantially placed in a manner to cause the minimum of inconvenience to the abutting property owners and to the public.

In General.

Section No. 54. In general, work will as provided herein be carried on under covered roadways. In exceptional cases, however, where rock is within a few feet of the street or sidewalk surface, it may be impracticable to operate drills while the street is covered, until a sufficient depth of excavation has been obtained. In such cases such latitude will be allowed the Contractor as may prove absolutely necessary for the execution of his contract, and as the Engineer with the approval of the Commission may deem advisable, after a thorough understanding of the exact conditions and necessities has been determined. (See Section No. 427.)

Street Railroad Tracks, Mains and Other Surface, Subsurface and Overhead Structures.

Notice to be Given.

Section No. 55. Notice is to be given by the Contractor to all individuals, companies and the proper City officials, owning or having charge of surface, subsurface or overhead structures along any part of the work, of his intention to commence operations along such part of the route, at least one (1) week in advance, and the Contractor shall file with the Engineer at the same time a copy of said notice; and he shall co-operate with the proper parties, officers or officials in charge of such structures and shall furnish them with all reasonable facilities to inspect the methods of caring for their property.

Plans Furnished.

Section No. 56. In the rearrangement of surface, subsurface or overhead structures requiring removal and relaying or reconstruction due to interference with the railroad structure a tentative plan will be made by the Engineer, which will be submitted to the parties interested; if any reasonable changes are then requested by any of the said parties within ten days after the submission of the tentative plans, such changes will then be made, if in the judgment of the Engineer they will best conserve the interest of all parties concerned; a further plan will then be made which, on the approval of the Engineer, will be final.

Reconstruction or Relaying, etc.

Section No. 57. Whenever it becomes necessary to cut, move, change or reconstruct any surface, subsurface or overhead structures, or connections therewith, such work shall be done according to the reasonable satisfaction of the owners of such structures.

Reasonable Dispatch.

Section No. 58. All work of reconstruction or alteration shall be done with reasonable dispatch, and facilities are to be provided so that said work will interfere as little as possible with the practical working and use of such structures.

Maintenance, Support, etc.

Section No. 59. The Contractor shall at all times, by suitable bridging or other supports, maintain and support in an entirely safe condition for the usual service and to the reasonable satisfaction of the owners, all surface, subsurface and overhead structures and appurtenances encountered or affected during the prosecution of his work. Also, in order that access may be had in emergencies to gates or valves on water or gas mains and to electric manholes, where such gates or valves and manholes are decked over, trap doors of a suitable size shall be provided in the decking. All surface, subsurface and overhead structures and appurtenances, and all surfaces of whatever character along the line of the work shall be protected from injury, but should any injury occur the Contractor shall fully restore such surface, subsurface or overhead structures and appurtenances or surfaces to as good a condition as existed before the injury was done. All the above, including also all changes of surface, subsurface or overhead structures and appurtenances made by the Contractor for his own convenience in executing his work shall be done at the Contractor's own expense and included in the prices stipulated in the Schedule for excavation except as otherwise herein specifically provided.

Necessary Permanent Changes of Pipes.

Section No. 60. Changes of water, gas, steam or other pipes made necessary because of physical interference with the railroad structure, and requiring the removal, relaying or reconstruction of such pipes and their appurtenances in other than the original position, will be paid for at the prices stipulated in Schedule Items 79, 84, 90, 92, 95 and 96. These prices are per lineal foot of pipe laid, including all work, labor and material incidental to such laying, excepting that:

(1) If new pipes have to be provided and are ordered by the Engineer, such new pipes will be paid for in addition to the price paid for laying, etc., at the prices stipulated in Schedule Items 100 and 101, which prices are to cover the cost of the new pipes delivered on the work. This does not relieve the Contractor, however, of his obligation to preserve all pipe that is in good condition and can be reclaimed and used, in order to avoid the necessity whenever possible of providing new pipe.

(2) If the pipes in their new locations are outside of the ordered net lines for excavation for the railroad structure, necessitating additional excavation and restoration of street surface, such excavation will be paid for at the prices stipulated in Schedule Items 2-A and 3-A (which prices shall include all the matters referred to in Section No. 92) and such restoration of street surface will be paid for at the prices stipulated in Item 30.

Pipe Excavations.

Section No. 61. In the estimate and payment for earth excavation for pipe laying, allowance will be made for a width of trench two (2) feet wider than the interior diameter of the pipe and a depth six (6) inches deeper than the inner diameter of the pipe, measured from the surface of the street on the line of the trench. Where, in the opinion of the Engineer, the trench for laying pipes 30 inches or more in diameter requires to be close sheeted, allowance will be made in the estimate for payment for earth excavation for a width of trench three (3) feet wider than the interior diameter of the pipe, when the trench is so sheeted.

For the building of valve chambers and other structures and for the setting of valves, valve boxes and hydrants, the total excavation to be allowed will be that within vertical planes one foot outside of the outside lines of such structures, valves, valve boxes or hydrants, the depth being taken as the distance from the street surface to the lowest part of the structure or appurtenance.

At the intersection of two trenches or at the intersection of a pipe or other trench with an excavation made by the Contractor under orders from the Engineer, for any purpose whatsoever, the cubical contents of the intersection will be allowed only once. Under no circumstances will a double allowance be made for any excavation.

Measurements in Rock.

In the measurement for rock excavation for pipe laying, allowance will be made for a width of trench two (2) feet wider than the interior diameter of the pipe; allowance for the depth of trench will be eight (8) inches deeper than the outside of the barrel of 20-inch or smaller pipe and twelve (12) inches deeper than the outside of the barrel of pipe of larger diameter, measured from the surface of the rock on the line of the trench. No additional allowance will be made for the removal of rock under the bells to give the required clearance.

For building of valve chambers and other structures and for the setting of valves, valve boxes and hydrants, the total amount of rock excavation to be allowed will be the same as specified for earth excavation, except that the depth will be taken as the distance from the surface of the rock to the lowest part of the structure or appurtenance.

Necessary Permanent Changes of Electric Conduits and Ducts.

Section No. 62. Changes of electric conduits or ducts and their appurtenances found in the streets, made necessary because of physical interference with the railroad structure, and requiring the removal, relaying or reconstruction in other than the original position, will be paid for at the prices stipulated in Schedule Items 127 and 127-A. The price per duct foot as provided in Schedule Item 127 is to include the cost of all ducts in place (except wrought iron pipe used as ducts); of all manholes, vaults, service boxes and their appurtenances; of drawing cables and providing new cables where necessary; of the proper restoration of all services that may be affected by the changes in the duct lines; of such excavation and restoration of street surface as may be necessitated by the changes in the duct lines, and all other work and material incidental to and necessary for the completed duct lines. Wrought iron pipe used as ducts will be paid for at the prices stipulated in Schedule Item 127-A, which prices are to include all the work specified under Item 127.

Maintenance of Railroads.

Section No. 63. The Contractor shall maintain and support, in a manner that will cause the minimum interference with traffic, all subsurface railroads along the line of or crossing the line of the work.

The Contractor shall support and maintain both temporarily and permanently in a safe condition the existing subway and its appurtenances, contiguous to this contract section at its northerly end. Payment therefor shall be deemed included in the prices of excavation, Schedule Items 1 and 3.

Facilities to be Given to Make Extensions.

Section No. 64. In the event of the owners or the City desiring to make any addition, alteration or extension to their structures, or do any work to or in connection with surface, subsurface or overhead structures owned by them, or it, or to lay any newstructure in or across a street occupied by the Works at the time the work under this contract is in progress, the Contractor, by written permission, shall give said owners or the City all reasonable opportunity to perform such work; provided such work or alteration for the benefit solely of the owners of subsurface structures does not cause the Contractor any serious loss or delay, as shall be determined by the Commission. The written permission from the Contractor, with three prints of plans or sketches, or a description indicating the proposed work in detail, shall be submitted to and approved by the Engineer before any work shall be proceeded with under such written permission.

5

Excavation.

Width of Excavation.

Section No. 65. Special care must be taken to avoid damage wherever excavation under cover is being done or where open excavation is permitted. The width of such excavation shall not exceed the width actually necessary, in the opinion of the Engineer, for the proper prosecution of the work. All excavations shall be of such width, in addition to that of the Railroad, as shall be necessary, in the opinion of the Engineer, for the proper and expeditious progress of the work, and to permit the laying and readjusting of all sewers, mains, subways and other subsurface structures encountered along the route and contiguous to the Railroad.

Depth of Trenches.

Section No. 66. Trenches shall be excavated to such depth, both in soft ground and rock, as may be necessary to permit the laying of such concrete bed or special foundation as may be deemed necessary by the Engineer.

Sides to Be Secured.

Section No. 67. The sides of the excavations shall be secured against slips by suitable sheet piling or sheeting, held in place by braces, shores or walling timbers, special precautions being taken where there is additional pressure, due to the presence of buildings or other structures. Where a movement of the ground might cause the settlement of an adjacent building, the sheeting must be started, if near the building, before the elevation of the bottom of the foundation of the building is reached; if away from the building, at such depth of the excavation as the Engineer may permit; and the excavation must not be made in advance of or below the bottom of the sheeting.

Filling Back of Sheeting.

Section No. 68. Sheeting shall be driven wherever possible, but when it is placed against the sides of the excavation, the spaces or voids back of the sheeting must be immediately and carefully filled with suitable material to prevent as far as possible the natural ground back of the sheeting from moving.

Buildings Underpinned.

Section No. 69. The Contractor, where necessary, shall safely and permanently underpin adjacent buildings the bottom of whose foundations are above the bottom of the adjacent subway excavation, or otherwise as directed by the Engineer. By "underpinning" is meant such method of construction as will transfer the foundation loads to such lower level as is necessary to secure adjacent ground and the building thereon, or to prevent bringing an unusual pressure on the subway structure when completed. The underpinning shall be designed to furnish a safe and permanent support for each independent building against settlements or lateral movements. To accompnish this result the Contractor shall use such methods of underpinning, pneumatic or otherwise, as special conditions may require and the Engineer shall approve.

Payment For.

Section No. 70. Where underpinning of a building is necessary and the work is done as provided in Section No. 69, payment will be made to the Contractor as, and at the price, provided in Schedule Item 4. This price is per lineal front foot of building underpinned. The lineal front foot measurement does not mean the perimeter measurement of a building front, along the lines of stoops, bay windows, etc., but the straight front measured along the line parallel to the street building line. Where the subway excavation projects into a transverse street, as at stations, and underpinning is necessary, the lineal front foot measurement will be increased by the measurement in such transverse street within the limits of the subway. The price is to include the payment for all underpinning work of whatever nature required in connection with the building proper, such as side walls, both interior and along transverse (except as noted above) streets; partition walls, both parallel and perpendicular to the building front; interior columns and any other underpinning which may be required. But the price is not to include the payment for underpinning vaults, stoops or porches; the payment for such underpinning, when required, shall be deemed included in the price for excavation, Schedule Items 1 and 3. If ordered by the Engineer, the Contractor shall dig test pits alongside the building foundations to determine the necessity for underpinning. Payment for such test pits will be made to the Contractor as and at the price provided in Schedule Item 2-A.

Sheeting.

Section No. 71. No payment shall be made to the Contractor for sheeting left in the ground or in the work, unless the Engineer shall in writing require it to be left in, in which case payment shall be made to the Contractor for the sheeting so left in as measured by the Engineer, and at one-half the current market price for new material of the same grade, character and dimensions, and without any allowance or payment for placing the same or the expense thereof. This section applies only to the sheeting in trench work.

Timber for Temporary Purposes.

Section No. 72. All timber used for sheeting, shoring, bracing, decking or other temporary purposes, shall be sound and free from any defects that may impair its strength. It shall be provided, placed and removed at the Contractor's own cost and expense. The top or wearing surface of all decking used for carriageways shall be of hard yellow pine (unless otherwise permitted), sound, straight, and free from all shakes, and large loose knots. All sheeting and timber used temporarily shall be put in place by skilled mechanics, keyed tight by wedges where necessary, and so arranged as to be withdrawn readily without endangering the adjoining soil.

Vaults of Abutting Property.

Section No. 73. The cost of the removal, where necessary, of all walls or other parts of vaults of abutting property along the line of the Railroad that are within the ordered net lines of excavation is to be included in earth excavation as provided in Section No. 87, but the restoration of all such walls or other parts of vaults originally within the ordered net lines of excavation will be paid for at the unit prices specified in the Schedule applicable to the several classes of work and material involved in such restoration.

The above is not to be construed, however, as applicable to any work beyond the ordered net lines of excavation, which shall be done at the Contractor's own cost and expense.

Vaults Disturbed.

Section No. 74. Wherever vaults are broken through or otherwise disturbed, the Contractor shall at his own cost and expense erect a temporary partition on or about the building line, or as directed, that will afford proper protection to the owner or occupant of the adjoining premises.

Rock.

Section No. 75. Ledge rock in place, and boulders within the ordered line of excavation whose volume is a half a cubic yard or more each, will be considered as rock excavation. (See Section No. 427).

Preparations for Rock Measurement.

Section No. 76. Whenever rock is encountered in the trench, it shall be stripped of earth in sections of not less than twenty feet in length; and the Engineer in charge shall be duly notified, in order that he may measure or cross-section the same.

Blasting.

Section No. 77. Whenever rock or material requiring blasting is encountered in any trench or tunnel, all necessary precautions must be exercised by the Contractor, as required by the ordinances of the City relative to blasting. Explosives shall be used only of such character and strength as may be permitted by the Commission, and the right is reserved for the Engineer to direct that in special cases ordinary blasting powder only, in small charges, shall be used. Blasting shall not be done between the hours of 11 p. m. and 7 a. m. without the express permission of the Engineer, and under such restrictions as he may impose.

Storage of Explosives.

Section No. 78. No larger quantity of explosives shall be kept on the line of the work than will be actually required for the twelve (12) hours of work next ensuing, and it shall be kept under lock, the key to which is to be only in the hands of the foreman or other equally trustworthy person. The amount of explosives kept in any one place shall not exceed the limit permitted by any ordinance of the City, or as may be determined by the Commission. Caps and exploders shall not be kept in the same place with dynamite and other explosives. During freezing weather, special precautions shall be taken as to the care and manipulation of dynamite.

Near Pipes and Mains.

Section No. 79. Whenever any pipe or main is encountered in or alongside of the trench, right is reserved to direct that all rock within five (5) feet of the same shall be removed by means other than blasting.

General Precautions in Blasting.

Section No. 80. In rock excavation in the trenches for the Railroad the work must be so regulated as to avoid, as far as possible, shattering the rock beyond the established line of excavation.

Section No. 81. In open trench rock excavation, where the rock is shattered beyond the established line of excavation, the concrete of the structure shall be rammed to the rock, and such concrete beyond the established line of excavation shall be provided and placed at the Contractor's own expense.

Close Drilling.

Section No. 82. Generally the central portion of the excavation must, when directed by the Engineer, be kept some distance in advance of the excavation near the sides, and if the rock, owing to its general character and structure, has a tendency to break large, or the strike and dip of the stratification indicate a liability to slip or slide into the excavation, the Contractor must place the drill holes at close intervals on the established lines for excavation, in order to avoid excessive excavation and to preserve the established lines thereof.

Pumping.

Section No. 83. Whenever water is encountered in trenches, the same shall be removed by bailing or pumping, great care being taken when pumping that the surrounding particles of soil be not disturbed or removed. If necessary to prevent such disturbance, the pumping must be done by a series of driven wells whose points are protected by fine wire cloths, the rate of flow at each well being made so slow as not to remove the particles of soil; or the pumping must be done by other means approved by the Engineer. The delivery from all pumps shall be conducted into the adjacent sewers, and the delivery pipes shall be so arranged as to be readily inspected at all times to ascertain if the water is free from particles of soil.

Carts to be Tight.

Sction No. 84. All carts, buckets or other vehicles used by the Contractor for the removal of material, shall be tight and so arranged and so loaded as not to spill over. Wherever a cart, bucket or other vehicle so used is leaky or unsuitabl, it shall be immediately withdrawn from the work on notification by the Engineer, or his duly qualified assistant, in charge of that portion of the work.

Removed Expeditiously.

Section No. 85. Excavated material shall be removed expeditiously and disposed of, in any place selected by the Contractor, subject to the ordinances and regulations of the City authorities governing the disposal of such material, and the regulations of the United States Government as to the disposal or dumping of material in and about or near the Harbor of New York.

When Excavated Material May be Taken by City.

Section No. 86. If at any time during the course of construction the City shall desire for city purposes any part of the material excavated, and the cost of such disposal shall not exceed the cost to the Contractor of the method in which he is then disposing of it, the Commission may order such material dumped or turned over to the City at a point designated without cost to the City.

Earth Excavation, Definition of.

Section No. 87. Earth excavation includes the excavation of all materials of whatever nature encountered in the trenches, excepting ledge rock in place and boulders whose volume is a half a cubic yard or more each.

Excavation in Trenches, How Measured.

Section No. 88. The net outside width of the railroad structure, as ordered and indicated on the plans, and the depth, also as ordered and as indicated on the plans, will govern as to width and depth in the measurements for payment for excavation. No deduction from the volume of excavation determined as above, will be made on account of basements or cellars in property acquired by the City for the construction of the Railroad or on account of vault space or spaces occupied by pipes and other subsurface structures.

No Allowance Outside of Ordered Net Lines.

Section No. 89. There will be no measurement or allowance made nor money paid for excavation outside (below or wider than) the net measurement lines as above indicated, or in rock excavation, for irregularities of surface; and no allowance shall be made for any excess excavation caused by slips or slides. It is understood and agreed that for all such matters the Contractor has estimated and allowed in the unit prices of the Schedule.

Change of Street Grade.

Section No. 90. Where the contract drawings indicate that the grade of any street is to be raised the Contractor shall fill in the street to the changed grade as required and such work shall be measured and paid for at the price stipulated for earth excavation, Schedule Item 1.

Payment for Excavation.

Section No. 91. Excavation shall be paid for at the price or prices given in Schedule Item 1 and 1-A for excavation in earth and Item 3 for excavation in rock.

Prices for Excavation to Include.

Section No. 92. The prices herein stipulated for excavation, Schedule Items 1 and 3, are to include the cost of the disposal of the materials excavated, of backfilling, of all decking and bridging, of all sheeting and bracing, and of maintaining and supporting of trenches during and after excavation, of all pumping or bailing, and of the maintenance, support, etc., of all surface, subsurface and overhead structures of whatever nature, payment for the maintenance and support of which is not herein elsewhere *specifically* provided for.

6.

Backfilling.

Quality of Material—How Placed.

Section No. 93. The trenches at the sides of and over the top of the subway and wherever backfilling is necessary, shall be backfilled with sand, gravel or other good clean earth, free from perishable material and from stones exceeding six (6) inches in diameter, and not containing in any place a proportion of stone of or below that size exceeding one (1) part of stone to five (5) parts of earth. The filling shall be compacted by flooding with water or, in cases where flooding with water is not practicable it shall be compacted by ramming in layers, not exceeding six (6) inches in depth. In open trench rock excavation, where the rock is shattered beyond the established line of excavation, concrete packing shall be provided in accordance with Section No. 81.

Subsurface Structures—Frozen Material Not Permitted.

Section No. 94. Whenever pipes, sewers, or other subsurface structures are met with, the filling must be carefully packed, rammed and tamped under and about such subsurface structures, using special tools for the purpose. No filling of trenches with frozen earth will in any case be permitted, nor will any filling be permitted over frozen material.

Sheeting Removed.

Section No. 95. As fast as the work of filling permits, sheeting and other timber supporting the sides of the excavation shall be carefully withdrawn, or if directed by the Engineer, shall be left in place, and the spaces left by the removal of such material carefully backfilled.

How Paid For.

Section No. 96. The cost of back-filling is to be included in the prices paid for earth and rock excavation, Schedule Items 1, 1-A, 3 and 3-A.

7.

Piling and Timbering.

Character of Piles.

Section No. 97. If in the judgment of the Engineer the ground is of such a character as to require piling, the Contractor shall drive such piles as the Engineer directs. The piles shall be of good, sound pine or spruce, or other acceptable timber, straight and free from shakes; they shall be not less than twelve (12) inches in diameter at the butt end, or less than six (6) inches in diameter at the point, and shall be driven to the satisfaction of the Engineer and by means of a steam hammer driver if so required by him. If necessary the points of the piles shall be protected by proper shoes, and the butts by rings or caps. Piles shall not be spliced unless permitted by the Engineer, and then in such manner as he directs. Piles shall be carefully cut off to the grade given by the Engineer.

Piles Driven in Required Location.

Section No. 98. Piles shall be driven in the position and manner and to the depth ordered; if driven in a wrong position or injured in any way by driving they must be withdrawn and replaced by others. After being driven they shall be cut off to a true plane for proper adjustment with capping timber or masonry.

Payment for Timber Piles.

Section No. 99. The price herein stipulated to be paid, per lineal foot of timber piles, Schedule Item 12, is to cover the cost of furnishing, driving and preparing the piles ready for the capping timbers or masonry, and the portion cut off and removed will not be included in the length measured for payment. No test piles, guide piles, or piles other than those that are a part of the finished foundation and are included within the net width of the finished foundation will be paid for.

Concrete Piles.

Section No. 100. If in the judgment of the Engineer special conditions so require, piles of re-inforced concrete of an approved form of construction shall be used.

Payment for Piles Other Than Timber Piles.

Section No. 101. Payment for piles other than timber piles will be as provided in Article XII of the contract.

Grillage.

Section No. 102. Timber grillage foundations shall be built if so directed by the Engineer.

Foundation Timber.

Section No. 103. All foundation timber shall be of pine or spruce, or other timber permitted by the Engineer, sound and free from shakes. It shall be of such dimensions, and laid in such manner, as the special plans to be issued shall require, and held in place by spikes or good seasoned oak or locust treenails.

Foundation Timber, Measurement and Payment.

Section No. 104. No wastage is to be allowed for, and the estimate of the quantities of foundation timber used will be based on the amount ordered by the Engineer and placed according to his directions. Payment for foundation timber will be as provided in Schedule Item 13.

Cement.

Portland Cement.

Section No. 105. All cement used in the work shall be true Portland cement, by which is meant the finely pulverized product, resulting from the calcination to incipient fusion of a properly proportioned intimate mixture of argillaceous and calcareous earths or rocks to which no addition greater than three (3) per cent. has been made subsequent to calcination.

Brand to be Approved.

Section No. 106. Before any cement is furnished, the brand shall receive the approval of the Engineer. Cement, to be acceptable, shall be of a well-known brand which has been in successful use for large engineering works in America for at least five (5) years, and which has an established reputation for uniform character. Preference will be given to cements which, by their records, show a tendency to maintain high strength of mortar with increased age.

Inspection.

Section No. 107. Cement shall be subject to inspection at the place of manufacture or on the work, and to such tests as may be ordered by the Engineer. The Engineer or his representatives shall have access at all times and places to inspect the methods of manufacture, storage and protection, and shall have liberty to inspect the daily laboratory records of tests and analyses at the cement works.

Tests.

Section No. 108. In general, tests will conform to the methods recommended by the Committee on Uniform Tests of Cement of the American Society of Civil Engineers. Unless otherwise directed, samples will be taken at the place of manufacture by a representative of the Engineer, and sent to the Commission's laboratory, where the tests will be made. If required, tests will be made on the individaul samples, without intermixing.

Specific Gravity and Color.

Section No. 109. The cement shall have a specific gravity of not less than 3.10 nor more than 3.25 after being thoroughly dried at a temperature of 212 degrees Fahr. The color shall be uniform, bluish gray, free from yellow or brown particles.

Chemical Analysis.

Section No. 110. Chemical analysis of cement made from time to time shall show a reasonably uniform composition. Cement shall not contain more than 1.75 per cent. of sulphuric anhydride (SO_3) nor more than 4 per cent. of magnesia (MgO).

Fineness.

Section No. 111. The fineness of the cement shall be such that it shall leave by weight a residue of not more than eight (8) per cent. on a No. 100, and not more than twenty-five (25) per cent. on a No. 200 sieve; the wires of the sieves being respectively 0.0045 and 0.0024 inch in diameter.

Time of Setting.

Section No. 112. It shall not develop initial set in less than thirty (30) minutes unless a more quickly-setting cement is specifically required, and shall develop hard set in not less than one (1) hour nor more than ten (10) hours.

Soundness.

Section No. 113. Pats of neat cement, after remaining one (1) day in moist air, shall be kept in air or water of normal temperature for at least twenty-eight (28) days, or shall be exposed to an atmosphere of steam, above boiling water, in a loosely closed vessel for at least five (5) hours; and the separate parts under any of these conditions, shall remain hard without any indications of checking, cracking, distortion, disintegration or blotching.

Tensile Strength.

Section No. 114. Neat cement briquettes shall have at the end of one (1) day in moist air a breaking strength, per square inch of sectional area, of not less than one hundred and fifty (150) pounds; at the end of seven (7) days—one (1) day in air, six (6) days in water—of not less than five hundred (500) pounds; at the end of twenty-eight (28) days—one (1) day in air, twenty-seven (27) days in water—of not less than six hundred (600) pounds. The strength at twenty-eight (28) days shall not be less than that at seven (7) days.

Mortar Briquettes.

Mortar briquettes, composed of one (1) part of cement and three (3) parts of standard Ottawa sand, by weight, shall have at the end of seven (7) days—one (1) day in air, six (6) days in water—a breaking strength, per square inch of sectional area, of not less than two hundred (200) pounds; and at the end of twenty-eight (28) days—one (1) day in air, twenty-seven (27) days in water—of not less than three hundred (300) pounds. The strength at twenty-eight (28) days shall show an increase of not less than fifty (50) pounds over the strength at seven (7) days.

Long-time Tests.

Section No. 115. Tests will be made from time to time extending over longer periods than twenty-eight (28) days. If such tests show a tendency to unsoundness or unusual reduction in strength with increased age, the Engineer shall have the right to prohibit the further use of that brand and to require that another brand be substituted.

Storage During Tests.

Section No. 116. All cement shall be held in storage to allow ample time for tests to be made before the cement is required for use in the work.

How Contained.

Section No. 117. Cement shall be packed and delivered in canvas sacks or other strong, well-made packages, plainly marked with the manufacturer's brand, and sealed in an approved maner. The weights of such packages shall be uniform.

Methods of Storing.

Section No. 118. The Contractor shall at all times keep in store on the work, or at some point convenient thereto, an abundant supply of cement, so as to guard against possible shortage. It shall be stored in a weather-tight building, with a tight floor a proper distance above the ground, and with sufficient floor space to admit of storing each lot of cement, of not more than two hundred (200) barrels, or its equivalent, separately, so as to facilitate identification of each individual lot in case of necessity for further tests or rejection. Cement that has become partially set or otherwise damaged shall not be used.

Mortar.

Cement and Sand—Mixing.

Section No. 119. All mortar shall be prepared from accepted cement and clean, sharp sand, approved by the Engineer. These ingredients shall be thoroughly mixed dry in the proportions as specified below; water shall then be added, so as to produce a stiff paste. Water used in mortar, grout or concrete must be clean, fresh water, no salt water being permitted. The mortar shall be freshly mixed for the work on hand, in proper boxes made for that purpose, and no mortar shall be used that has stood beyond such limit of time as may be determined by the Engineer.

How Measured.

Section No. 120. For purposes of mixture, three hundred and seventy-five (375) pounds of Portland cement shall be estimated at three and one-half (3½) cubic feet of volume. The proportional parts of sand and stone or gravel shall be by volume as cast into the measuring box. The proportions for brick and stone masonry shall be one (1) part cement to two (2) parts sand; for pointing, one (1) part cement and one (1) part sand; for concrete masonry, as specified under the head of concrete; and for other classes of work, as directed by the Engineer.

Grout.

Section No. 121. If required by the Engineer, a grout, consisting of one (1) part fine, clean and sharp sand and one (1) part of Portland cement, shall be pumped in under pressure, so as to completely fill all the voids in or behind the masonry.

Payment for Grout.

Section No. 122. Where grout is ordered and used, it shall be paid for at the price herein provided, Schedule Item 11.

10.

Masonry.

Laid in Portland Cement.

Section No. 123. All masonry, except as otherwise specified, shall be laid in Portland cement mortar, and shall be built of the forms and dimensions shown on the plans, or as directed by the Engineer from time to time; and the system of joining or bonding ordered by the Engineer shall be strictly followed.

Water Not to Interfere With.

Section No. 124. Care must be taken that no water shall interfere with the proper laying of masonry in any of its parts.

Freezing Weather.

Section No. 125. During freezing weather such masonry only shall be built whose construction, in the judgment of the Engineer, can not be postponed, except at the cost of delaying the work. The Contractor shall provide such appliances as are necessary for heating the water and the materials used in the masonry according to the specific instructions of the Engineer.

Protected in Freezing Weather.

Section No. 126. During freezing weather all masonry shall be protected by a suitable covering of salt hay, canvas, tarpaulin or by such material or in such ways as may be necessary to insure it against freezing.

Hot Weather.

Section No. 127. During hot weather all masonry, especially concrete, shall be kept wet by sprinkling and properly covered until it has become thoroughly set and hardened.

Pointing.

Section No. 128. Unless otherwise permitted, every joint that is to be pointed shall be raked out, within two days after being laid, to a depth of at least two inches.

Section No. 129. Pointing of the face joints of masonry shall be thoroughly made with cement mortar mixed in the proportion of one (1) part of cement to one (1) part of sand, except where otherwise specially provided.

Section No. 130. No pointing shall be done in freezing weather, and masonry laid between December 1 and April 1 shall not be pointed until permitted by the Engineer.

Defective Masonry.

Section No. 131. Any masonry which is found to be defective from any cause whatosever, before the final completion and acceptance of the work, must be removed and property rebuilt, or if damaged during such time must be properly repaired.

Stone Cleaned.

Section No. 132. All stone before being laid shall be thoroughly cleaned, and washed if so directed by the Engineer.

11.

Concrete.

How Composed.

Section No. 133. The concrete shall be composed of gravel or broken stone, or a mixture of both, free from all dust and dirt, and mixed together with the proportion of mortar specified below.

Sand.

Section No. 134. Sand for concrete shall be of the kind herein specified for mortar.

Stone.

Section No. 135. Stone for concrete shall be sound, clean gravel, or sound, hard, broken limestone, or trap rock, or a mixture of such gravel and broken stone may be used.

Sizes of Stone.

Section No. 136. Broken stone or gravel for concrete shall be graded from fine to coarse, and that which is all of one size, or practically so, shall not be used. It shall be screened or washed so as to remove all dust, and it shall contain no pieces that will pass through a hole three-eighths (⅜) inch in diameter, and no pieces that will not pass through a hole one and one-half (1½) inches in diameter. Broken stone or gravel for concrete, graded as above, but between three-eighths (⅜) and three-fourths (¾) inch in diameter, may be required and used in special parts of the work.

Rubble Concrete.

Section No. 137. In concrete where the thickness is thirty (30) inches or more, if permitted by the Engineer, the Contractor may imbed in the same, pieces of clean, sound stone whose greatest diameter does not exceed twelve (12) inches and whose least diameter or thickness is not less than three-quarters (¾) of the greatest diameter. These stones shall be set by hand in the concrete as the layers are being rammed, and so placed that each stone is completely and perfectly imbedded. No two (2) stones shall be within six (6) inches of each other and no stones within four (4) inches of an exposed face, nor shall any such stone be placed nearer than six (6) inches to any metal built in the concrete for reinforcing the same.

Proportions.

Section No. 138. The proportions of cement, sand and stone (or gravel) used in making concrete shall be as follows:

Section No. 139. Concrete in floor, sidewalks and roof one (1) part of cement, two (2) parts of sand and four (4) parts of stone.

Section No. 140. Protective concrete outside of waterproofing lines on sides and roof, one (1) part of cement, four (4) parts of sand and eight (8) parts of stone.

Mixing By Machine.

Section No. 141. Whenever practicable, concrete shall be machine mixed. A rotary machine of a pattern approved by the Engineer, and mixing only one batch at a time, shall be used.

Mixing By Hand.

Section No. 142. When concrete is mixed by hand the stone or gravel shall be spread on a platform in a bed about six (6) inches thick, and shall be thoroughly wet. Sand shall be spread on a platform and the requisite portion of cement spread on the sand. After thoroughly mixing the latter, the dry mixture thus formed shall be spread evenly over the bed of stone wet as above, and the whole turned over until thoroughly mixed, but not less than two (2) turnings on the mixing board shall be allowed in any case, water being added as necessary. Care shall be taken to keep the bed of concrete wet and avoid piling.

How Laid.

Section No. 143. Concrete shall be placed immediately after mixing in layers of such thickness as may be directed by the Engineer, and shall be thoroughly compacted throughout the mass by ramming or spading, special tamping bars or tools being used as approved by the Enginer. The amount of water used in making the concrete shall be as approved by the Engineer. If a small amount of water has been used in mixing, ramming shall be continued until the water flushes to the surface; as a rule, however, concrete shall be placed wet.

Made Smooth to Receive Waterproofing.

Section No. 144. Concrete to which waterproofing is to be applied shall be made smooth at the time of laying and shall be carefully protected from injury by barricades or otherwise, if necessary, until thoroughly set.

Time for Hardening.

Section No. 145. Concrete shall be allowed to set for twelve (12) hours, or more, if so directed, before any work shall be laid upon it; and no walking over or working upon it shall be allowed while it is setting. Concrete shall not be flooded with water before being thoroughly set.

Rock Surface be Cleaned.

Section No. 146. Before laying concrete on rock surfaces the latter shall be swept clean of all the debris and dirt, and when laid on earth the earth shall be rammed as directed before placing the concrete.

Surface Rough for Bonding.

Section No. 147. Wherever a section of concrete is necessarily left unfinished, leaving a surface which will be hard set before additional concrete can be laid, care shall be taken to flush the cement to such surface, and such dovetails or grooves shall be formed as may be necessary to insure a good bond with the new work; and if deemed necessary by the Engineer, the joints shall be reinforced with steel bars or dowels, to be furnished by the Contractor.

Joints Cleaned.

Section No. 148. In all cases of joints of old with new work the old surfaces shall be thoroughly cleaned and wet, and a coating of mortar or cement shall be applied, if required, before placing the concrete.

Forms.

Section No. 149. Suitable forms shall be provided by the Contractor to support the concrete while being placed in the walls or roofs. These forms shall be immediately replaced by new ones as soon as they commence to lose their proper shape. Before being used they shall be carefully cleaned of cement and dirt in order to provide a perfectly smooth face to the exposed surface of the concrete. The forms shall be made of wood, kept carefully planed; or made of metal sufficiently thick to retain their shape without the use of wood.

Section No. 150. No forms made of wood, and covered with iron will be permitted.

Section No. 151. The forms if made of wood, shall be made of boards with tight joints, tongued and grooved, if required by the Engineer.

Precautions in Placing.

Section No. 152. Every precaution shall be taken in placing or assembling the forms to do so in such manner that when removed, after the concrete has been placed, the faces of the concrete that are to remain exposed shall present a smooth and even surface.

Forms, How Set—Forms Removed—Surface Irregularities Corrected—Defective Work Replaced.

Section No. 153. The forms shall be set true to line, firmly secured, and be so tight as not to allow water in the mortar to escape; they shall be thoroughly wet before placing the concrete and shall be removed as soon after the concrete has been placed as in the judgment of the Engineer may be done with safety to the work. Immediately on the removal thereof the faces that will remain exposed shall be carefully examined and any irregularities of the surface corrected; projections shall be removed and voids filled with mortar. If, however, the voids are such as to indicate an excessive loss of mortar, portions of the concrete shall be cut out to the fullness of such defects and the space refilled with a rich concrete or mortar in such proportions and in such manner as the Engineer may direct.

Reinforcement Steel.

Section No. 154. Where reinforcement steel or wire mesh is used, efficient means shall be provided to maintain it in the exact position it is to occupy in the completed work, and to prevent it from becoming dislodged, or moved in any manner, when concrete is placed.

Surfaces Not to be Painted.

Section No. 155. The exposed faces of the concrete shall be left with the natural cement finish; therefore, immediately following the removal of the forms, followed by the removal of the projections and the filling of voids as provided above, these entire surfaces shall be rubbed down in such a manner, approved by the Engineer, as will leave a smooth and even surface, the object in view being to obtain a generally smooth finished surface with uniformity in color.

The preceding paragraph does not apply within station limits.

Impervious to Water.

Section No. 156. It is intended to obtain concrete impervious to water; the concrete shall be mixed and deposited with this end in view, and on the roof of the Railroad, if waterproofing is not used, the top surface of the concrete shall be carefully troweled as may be directed in order to add to its imperviousness.

Concrete, How Measured and Paid For.

Section No. 157. Concrete masonry shall be measured in place in the work to the prescribed net lines ordered by the Engineer and shall be paid for at the prices in Schedule Items 6 and 7; which prices are to include the cost of all scaffolding, centers, forms, etc., and removing the same, and all work incidental thereto.

Backing or Filling Concrete, Not Paid For.

Section No. 158. No concrete backing or filling outside of the ordered net lines of excavation will be paid for.

(For Concrete in Sewers, see Sewers.)

Brick Masonry.

Quality.

Section No. 159. Bricks for masonry shall be of the best quality common bricks, burned hard entirely through, regular and uniform in shape and size and of compact texture.

Hollow Terra Cotta Blocks.

Section No. 160. Hollow terra cotta blocks or bricks may be required on the outside of walls of the structure or at such other places as the Engineer may direct. They shall be of the best porous terra cotta as approved by the Engineer, and shall be laid in such manner as hereinafter specified or as the Engineer may direct.

In Station.

Similar terra cotta blocks or bricks may be required in station work.

How Laid.

Section No. 161. All brick masonry shall be laid in mortar of the quality above described, except that in exposed locations coloring matter may be added, if required by the Engineer. The bricks shall be laid to line with joints in the face work not exceeding one-quarter (¼) of an inch in the beds, and three-eighths (⅜) of an inch on ends; the bricks to be thoroughly wet before laying and to be completely embedded in mortar under the bottom and on the sides and ends at one operation, care being taken to have every joint full of mortar.

All exterior surfaces shall be smooth and regular.

Cleaned.

Section No. 162. The inside faces of all arches and other exposed parts shall have all the mortar scraped off and washed clean immediately after the centers have been struck, and shall be pointed and left in neat condition.

No "Bats" or Culls.

Section No. 163. All bricks of whatever nature shall be carefully culled and if necessary gauged before laying, at the expense of the Contractor. No "bats" shall be used except in large masses of brickwork, where a moderate proportion, to be determined by the Engineer, may be used, but nothing smaller than half bricks.

Racked or Toothed.

Section No. 164. All unfinished work shall be racked back or toothed, as directed by the Engineer, and before new work is joined to it the faces of the brick in the old work must be scraped entirely clean, scrubbed with a stiff brush and be well moistened.

Special Bricks.

Section No. 165. Where necessary to make a neat joint in connection with steel framework, or at corners, curves, or other similar places, special bricks of proper shape shall be furnished and used. All centers and forms shall be made to fit the curves of the work; they shall be put up and removed in a manner satisfactory to the Engineer.

Measurements and Payments.

Section No. 166. Brick masonry shall be measured to the lines indicated and shown on the plans and as ordered by the Engineer and shall be paid for as herein stipulated in Schedule Item 9, for common brick masonry, Item 9-A for vitrified brick masonry and Item 10 for hollow terra cotta brick or tile masonry; these prices are to include the cost of all scaffolding, forms, centers, etc., and the removal of the same, of all plastering and pointing, and of all other work incidental thereto.

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Stone Masonry.

Rubble Stone Masonry, Where Used.

Section No. 167. Rubble stone masonry will be used for supporting the street railroads over the roof of the Railroad where permanent supports are required, or at such other places as the Engineer may require.

How Laid.

Section No. 168. Rubble stone masonry shall be made of sound, clean stone of suitable size, quality and shape for the work in hand and shall be laid in mortar mixed in the proportion of one (1) part of cement to three (3) parts of sand. All beds and joints shall be well filled with mortar and the work must be thoroughly bonded.

Dry Rubble Masonry.

Section No. 169. In connection with the construction of sewers, or whether else directed by the Engineer, dry rubble masonry shall be used. It shall consist of sound, clean stone not less than three inches thick and one cubic foot contents laid on natural beds and bonded to give greatest degree of strength, with such spalls as are required for leveling.

Measurements and Payments.

Section No. 170. Rubble stone masonry shall be measured in place in the work and to the lines ordered by the Engineer, and it shall be paid for as herein stipulated under Schedule Item 8 if with mortar, and under Item 8-A if dry.

Other Masonry.

Section No. 171. In case, during the progress of the work, stone masonry of a different class than that specified above shall become necessary and shall be required by the Engineer, the same shall be constructed according to specifications applicable to the best work of such class, and it shall be paid for as provided in Article XII. of the contract.

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Waterproofing.

General Limits of Waterproofing.

Section No. 172. In general, waterproofing of the structure will be limited to over the roof between stations and to those surfaces near ground water or mean high water if ground water level is found for any reason to be below the mean high water. At other places free drainage shall be provided by pipe drains, hollow tile or broken stone.

At Stations.

At stations the roof and sidewalks also shall be waterproofed.

Protecting Masonry.

Section No. 173. The protecting masonry shall be hollow terra cotta blocks, common bricks or concrete, laid and paid for as herein elsewhere provided, and shall not be less than four inches in thickness.

Laid Against Sheeting.

Section No. 174. In places where permanent sheeting is placed at the waterproofing line, the waterproofing, if permitted by the Engineer, may be applied against the sheeting.

Surfaces to be Made Smooth.

Section No. 175. All surfaces to which waterproofing is to be applied shall be made as smooth as possible; on these surfaces there shall be spread either hot melted pitch or asphaltum in a thick layer of uniform thickness; on this layer of pitch or asphaltum shall be laid a treated woven fabric of such material as may be approved by the Engineer; this process shall be repeated until such number of layers as may be required by the Engineer have been placed and a final coat of pitch or asphaltum shall then be applied.

Definition of Term "Ply."

Section No. 176. The term "ply" as used in these specifications shall mean a layer of treated woven fabric, both sides of which shall be coated with pitch or asphaltum at the time of laying.

Number of Ply.

Section No. 177. The number of plies of waterproofing over the roof between stations shall in no case be less than three (3), except as hereinafter provided where brick laid in asphalt mastic is used.

At Stations.

On the sidewalks at stations the same conditions as in the preceding paragraph shall apply.

Brick in Asphalt Mastic.

Section No. 178. On the sides and bottom of the structure below a line of two (2) feet above ground water, or, if ground water is below mean high water level, then two (2) feet above mean high water, one (1) ply of waterproofing, as described above, shall be used with one or more layers of brick laid in asphalt mastic; the number of layers of bricks to be determined by the Engineer.

In any case where brick laid in asphalt mastic is not used, the number of plies shall be as local conditions require and as directed by the Engineer.

At Stations.

The requirements in the preceding paragraphs of this section likewise shall apply to the roof of the structure within station limits and over the tracks passing through the stations within said limits.

Quality of Brick.

Section No. 179. The quality of brick shall be the same as provided in the specifications under the head of Brick Masonry. The brick shall be properly dried and shall be heated before laying.

Measurements and Payments.

Section No. 180. Brick in asphalt mastic will be measured in place to the lines ordered by the Engineer, and will be paid for at the price herein stipulated, Schedule Item 16.

Section No. 181. Six (6) plies of waterproofing may be substituted for brick in asphalt mastic, if approved by the Engineer, and will be paid for as provided for fabric waterproofing.

Asphalt Mastic.

Section No. 182. Asphalt mastic shall contain one-third (⅓) waterproofing asphalt, the other ingredients to be sand and limestone dust or sand and Portland cement, in proportions governed by local requirements and weather conditions. In melting and mixing the mastic on the work its temperature shall not exceed 350° Fahr. All packages containing asphalt shipped to the work must be ditsinctly labeled with the manufacturer's name and the brand or number of the mixture.

Leaks Stopped.

Section No. 183. Any masonry that is found to leak at any time prior to the completion of the work and final acceptance thereof by the Commission shall be cut out and the leak stopped at the sole expense of the Contractor.

Quality of Pitch.

Section No. 184. Pitch shall consist of either coal-tar or natural asphalt as the Engineer shall elect; it must be delivered on the work in packages that are plainly marked with the manufacturer's brand, and indicating the grade and quality of the material.

Coal-tar Pitch.

Section No. 185. The coal-tar pitch shall be straight-run pitch containing not less than twenty-five (25%) per centum and not more than thirty-two (32%) per centum of free carbon, which will soften at approximately 70° F., and melt at 100° F., being a grade in which distillate oils distilled therefrom shall have a specific gravity of 1.05.

Quality of Asphalt.

Section No. 186. The asphalt used shall consist of fluxed natural asphalt, or asphalt prepared by the careful distillation of asphaltic petroleum, subject to the approval of the Engineer, but however prepared, it shall comply with the following requirements:

The asphalt shall contain in its refined state not less than 95 per cent. of bitumen soluble in cold carbon disulphide, and at least 98½ per cent. of the bitumen soluble in cold carbon disulphide, shall be soluble in cold carbon tetrachloride. The remaining ingredients shall be such as not to exert an injurious effect on the work.

The asphalt shall not flash below 350 degrees Fahr. when tested in the New York State Closed Oil Tester. When 20 grams of the material are heated for five hours at a temperature of 325 degrees Fahr. in a tin box 2½ inches in diameter it shall not lose over 5% by weight, nor shall the penetration at 77 degrees Fahr. after such heating be less than ½ of the original penetration.

The melting point of the material shall be between 100 degrees and 175 degrees Fahr. as determined by the Kraemer and Sarnow method.

The consistency shall be determined by the penetration which must be between 75 and 100 at 77 degrees Fahr.

A briquette of the solid bitumen of cross section of one square centimeter shall have a ductility of not less than 20 centimeters at 77 degrees Fahr., the material being elongated at the rate of five (5) centimeters per minute. (Dow moulds.)

All tests herein provided must be conducted according to methods approved by the Engineer.

Penetrations indicated herein, refer to the depth of penetration in hundredth centimeters of a No. 2 cambric needle weighted to 100 grams at 77 degrees Fahr. acting for 5 seconds.

Woven Fabric for Waterproofing.

Section No. 187. The fabric to be used shall be a woven fabric which shall have been treated with pitch or asphaltum before being brought on the work. The fabric and the material used in its treatment shall be approved by the Engineer.

Concrete to Be Dry.

Section No. 188. All concrete shall be dry before waterproofing is attached. If, in the judgment of the Engineer, it is impracticable to have the concrete dry, then there shall be first laid a layer of treated felt of approved quality, on the upper surface of which is to be spread the first layer of pitch or asphaltum; the said layer of felt shall then be counted as one of the required plies.

Each layer of pitch or asphaltum must completely and entirely cover the surface on which it is spread without cracks or blow holes.

Fabric for Waterproofing to Be Carefully Laid.

Section No. 189. The fabric must be rolled out into the pitch or asphaltum while the latter is still hot, and pressed against it so as to insure its being completely stuck over its entire surface, great care being taken that all joints are well broken by overlapping, and that, unless otherwise permitted, the ends of the rolls of the bottom layers are carried up on the inside of the layers on the sides, and those of the roof down on the outside of the layers on the sides so as to secure a full lap of at least one (1) foot. Especial care must be taken with this detail.

Section No. 190. When the finishing layer of concrete is laid over or next to the waterproofing material, care must be taken not to break, tear or injure in any way the outer surface of the pitch or asphaltum.

Skilled Labor to Be Employed.

Section No. 191. None but competent men, especially skilled in work of this kind, shall be employed to lay the waterproofing.

Measurements and Payments.

Section No. 192. Measurements will be made on the basis of actual area covered by the number of plies ordered, no account being taken of laps, and the waterproofing will be paid for as herein stipulated, Schedule Item 15.

Steel and Iron.

Open Hearth Process.

Section No. 193. Steel shall be made in an open hearth furnace.

Chemical and Physical Properties.

Section No. 194. The chemical and physical properties of finished material shall conform to the following limits:

Properties.	Structural Steel.	Carbon Rivet Steel.	Steel Castings.
Phos. (Max.)	.04%	.04%	.05%
Sulph. "	.05%	.04%	.05%
Mn. "	.60%	.60%	.80%
Si. "	.10%	.10%	.35%
Ult. Str.	60000±4000	50000±4000	65000 (Min.)
Yield Point	55% Ult.	55% Ult.	35000 (Min.)
Elongation	$\frac{1500000}{\text{Ult. Str.}}$	$\frac{1500000}{\text{Ult. Str.}}$	20% in 2"
Fracture	Silky.	Silky.	Fine granular
Cold Bend	180° flat.	180° flat.	120° (d.=3t.)

Yield Point.

Section No. 195. The yield point shall be that strain, beyond which the elongation ceases to be proportional to the weight imposed, and may be indicated by drop of beam. The speed of testing shall be governed by the Inspector.

Finish.

Section No. 196. Sufficient discard shall be made to insure sound material free from piping or excessive segregation. The material shall be finished straight and smooth, and shall be free from all seams or other defects. Any imperfection which may develop during the progress of the work will be sufficient cause for rejection.

Steel Castings.

Section No. 197. Steel castings shall be true to pattern and free from injurious imperfections.

Standard Test Pieces.

Section No. 198. The tensile strength, yield point and ductility of the material shall be determined from a standard test piece of not more than two (2) inches in width, and about one-half (½) square inch in section area, cut from a full sized bar, with sides turned or planed parallel so as to give a uniform minimum section for at least nine (9) inches. Whenever practicable the two sides of the test piece shall be left as they come from the rolls, but the finish on opposite sides shall be alike in this respect.

Specimens for Bending.

Section No. 199. Specimens for bending shall be cut from the material as rolled.

Rivet Rods.

Section No. 200. Rivet rods shall be tested as rolled.

Steel Castings.

Section No. 201. For steel castings the test piece shall be turned to a uniform minimum section of one-half (½) inch diameter, for a length of at least two and one-half (2½) inches. Specimens for bending shall be one (1) inch by one-half (½) inch in section.

Ductility Elongation.

Section No. 202. In determining the ductility, the elongation shall be measured after breaking on an original length as specified, in which length shall occur the curve of reduction each side of the point of fracture.

Where Taken From.

Section No. 203. For rollers the specimens shall be cut from the finished bar, so that the center of the specimen shall be one inch from the outside of the bar.

Treatment of Test Specimens.

Section No. 204. For steel castings the number of tests will depend on the character and importance of the castings. Specimens shall be cut cold from coupons molded and cast on some portion of one or more castings from each melt. The coupons shall be annealed with the castings before being cut off.

Rolled steel shall be tested in the condition in which it comes from the rolls.

Number of Tests.

Section No. 205. At least one tensile and one bending test shall be made from each melt of steel as rolled. In case steel differing three-eighths (⅜) inch or more in thickness is rolled from one melt, a test shall be made from the thickest and from the thinnest material rolled.

Variation in Weight.

Section No. 206. A variation in weight of any piece of steel of two and one-half per centum (2½ per cent.) from that specified shall be sufficient cause for rejection, except in case of sheared plates exceeding one hundred (100) inches in width, where the variation may be five (5) per centum.

Material Marked.

Section No. 207. Each finished piece of steel shall be marked with the melt number, excepting that bars for reinforcing concrete shall be bundled and the melt number stamped on a metal tag attached to each bundle.

Test Pieces.

Section No. 208. The Contractor shall furnish, without extra charge, such standard test pieces as may be necessary to determine the uniform quality of the material and also the use of a reliable testing machine, with the necessary labor for testing.

Chemical Analysis.

Section No. 209. Chemical determinations of the percentages of carbon, phosphorus, sulphur and manganese shall be made by the manufacturer from a test ingot, so taken during the casting of each melt of steel as to fairly represent the melt. Two copies of such analyses shall be furnished to the Engineer or his Inspector.

Mill Orders.

Section No. 210. The Engineer shall be furnished copies in triplicate of all mill orders, and no material shall be rolled nor work done before the Engineer has been notified so that he may arrange for the inspection.

Wrought Iron.

Double Rolled.

Section No. 211. All wrought iron shall be double rolled, tough, fibrous and uniform in character. It shall be thoroughly welded in rolling and be free from surface defects.

Method of Testing.

Section No. 212. The methods specified for testing rolled steel shall apply generally to wrought iron. Standard test specimens shall show an ultimate strength of at least fifty thousand (50,000) pounds per square inch, and an elongation of at least eighteen (18) per centum in eight (8) inches, with fracture wholly fibrous. Specimens shall bend cold with the fibre, through one hundred and thirty-five (135) degrees, without sign of fracture, with inner radius not to exceed the thickness of the piece tested. When nicked and bent the fracture shall show at least ninety (90) per centum fibrous.

Cast Iron.

Chemical Requirements.

Section No. 213. Cast iron shall be tough gray iron made by the cupola process and shall contain not more than 0.6 per cent. of phosphorus and not more than 0.12 per cent. of sulphur. No mill cinder iron, white or burnt iron or scrap of any kind will be permitted in the composition.

Test Bar.

Section No. 214. The quality of the iron entering into castings shall be determined by means of the "Arbitration Bar." This is a bar 1¼ inches in diameter and 15 inches long, cast under the same circumstances as those which attended the casting of the full-sized piece. This bar shall sustain at the center, when resting upon two dull knife edges twelve (12) inches apart, a load of three thousand (3000) pounds with a deflection of at least one-tenth (1/10) of an inch before rupture.

Number of Test Bars.

Two (2) sets of two (2) bars shall be cast from each heat; one set from the first and the other set from the last iron entering into the castings. Each set of two bars is to be made in a single mold.

True to Pattern.

Section No. 215. Castings must be sound, true to pattern, free from cracks, flaws, excessive shrinkage, and have smooth clean surfaces. They must be neatly chiseled and wirebrushed before leaving the foundry. Castings which do not accurately conform to dimensions on the plans will be rejected. Each casting shall have its distinguishing letter or number cast on at the place indicated on the plans.

Workmanship.

Quality.

Section No. 216. All workmanship shall be first class. All parts exposed to view shall be neatly finished. All nuts exposed to view on the final structure shall be hexagonal.

Rods and Bars Deformed Sections.

Section No. 217. Rods and bars to be used for reinforcing concrete shall be deformed as approved by the Engineer; plain bars will not be used.

Bent Rods.

Section No. 218. Bent rods shall be bent uniformly to template in a machine or press approved by the Engineer. They may be bent either at the shop or on the work. In special cases bending hot and annealing may be required.

Material Straightened in Shop.

Section No. 219. All materials shall be straightened in the shop before being worked in any way.

Size of Rivets.

Section No. 220. The size of rivets called for on plans shall be understood to mean the actual size of the cold rivet before heating.

Rivet Holes.

Section No. 221. All holes shall be accurately spaced and punched. The diameter of the punch shall not be more than one-sixteenth (1/16) inch greater than the diameter of the rivet. The diameter of the die shall be as small as may be required to punch a clean hole.

Punching.

Section No. 222. Punching shall be accurately done. Drifting to enlarge unfair holes will not be allowed. If the holes must be enalrged to admit the rivet they shall be reamed. Poor matching of holes will be cause for rejection.

Sub-punching and Reaming.

Section No. 223. Where sub-punching and reaming are required, the punch used shall have a diameter not less than three-sixteenths (3/16) inch smaller than the rivet. Holes shall then be reamed to a diameter not more than one-sixteenth (1/16) inch larger than the nominal diameter of the rivet. All reaming shall be done with twist drills after the material is assembled and firmly bolted together. The use of lubricants in reaming is not allowed.

Drilling.

Section No. 224. All material over seven-eighths (⅞) of an inch thick shall be drilled from the solid. Material over five-eighths (⅝) of an inch and not exceeding seven-eighths (⅞) of an inch in thickness shall be sub-punched and reamed. All other material may be direct punched.

Sheared Edges.

Section No. 225. Sheared edges of plates, exceeding five-eighths (⅝) of an inch in thickness in main members, shall be planed at least one-eighth (⅛) of an inch where called for on plans.

Burrs removed.

Section No. 226. All burrs shall be removed, and the members shall have all parts firmly drawn together with bolts before reaming or riveting is commenced.

Assembling.

Section No. 227. Riveted members shall have all parts well pinned up and firmly drawn together with bolts, before riveting is commenced.

Riveting.

Section No. 228. Rivets when driven shall completely fill the holes, and shall be machine driven wherever possible. They shall have full concentric heads or they shall be countersunk when so required. Rivet heads shall not be flattened to less than half the diameter of the rivet on the line of the shank unless countersunk. Loose, burned or otherwise defective rivets shall be cut out and replaced. In cutting out defective rivets, great care shall be taken not to injure the adjacent material. If necessary they shall be drilled out.

Distances from center of rivet to edge of sheared plate shall not be less than 1¼" for ¾" rivets and 1⅜" for ⅞" rivets; distances from center of rivets to a rolled edge shall not be less than 1⅛" for ¾" rivets and 1¼" for ⅞" rivets. The minimum pitch for ¾" rivets shall be 2½" and for ⅞" rivets 2⅞". When material is sub-punched and reamed the pitch for ¾" rivets may be made 2¼" and for ⅞" rivets 2⅝".

Use of Bolts.

Section No. 229. Generally the use of bolts instead of rivets will not be permitted, but when used in special cases the holes shall be reamed parallel, and the bolts turned to a driving fit, with the threads entirely outside of the holes.

Templates.

Section No. 230. All holes for field rivets where called for on plans shall be sub-punched and accurately drilled to an iron template, fitted with bushings, or reamed and match marked while the connecting parts are temporarily assembled in the shop. In case of splices of upper chords or other compression members, the abutting ends shall be brought to a forcible bearing.

Finished Members.

Section No. 231. Finished members shall be true and free from kinks, twists or open joints. Ends of floor beams and stringers shall be finished square and true.

Rods Upset.

Section No. 232. Rods and bars which are to receive a thread shall be properly upset. Where threads are cut on steel, they shall be properly filleted.

Annealing.

Section No. 233. Steel, except in minor details, which has been partially heated, shall be properly annealed. All steel castings shall be annealed.

Abutting Surfaces Faced.

Section No. 234. All abutting surfaces shall be neatly planed or faced perpendicular to the direction of the strain, so as to insure even bearings, except where otherwise noted on the plans.

Stiffeners—Splice Plates and Fillers.

Section No. 235. Stiffeners of plate girders shall be faced on the ends and brought to a true contact bearing with the flange angles. Web splice plates and fillers under stiffeners shall be cut to fit within one-eighth (⅛) of an inch of flange angles.

Pins and Rollers.

Section No. 236. Pins and rollers shall be turned accurately to a gauge, and shall be of full size throughout. All pin-holes shall be bored truly and at right angles to the axes of the members to be connected, and shall fit the pins with a play not exceeding one-thirty-second (1-32) of an inch for pins over 5" in diameter, and not exceeding one-fiftieth (1-50) of an inch for pins 5" and less in diameter.

Bed Plates Planed.

Section No. 237. Bed plates shall be planed. The bottom of the shoes shall be planed exactly parallel to the center line unless otherwise shown. The cutting of the planing tool shall be in the direction of expansion.

Details Boxed.

Section No. 238. Nuts, bolts, rivets and other similar material shall be boxed.

Weight Marked.

Section No. 239. The weight of every piece and box shall be plainly marked upon it.

Inspection.

Section No. 240. Free access and information shall be given by the Contractor for a thorough inspection of material and workmanship, with proper office facilities.

Contractor Responsible.

Section No. 241. The Inspector shall make detailed reports of his inspection to the Engineer and may notify the Contractor of any defects in the material or workmanship, but all acceptances made by him shall be considered temporary, and his inspection shall in no way relieve the Contractor of full responsibility for the character and accuracy of the work until its completion and final acceptance by the Engineer.

Errors in Plans.

Section No. 242. The Contractor shall be responsible for all errors which can be discovered by checking or examining the plans.

Inspector's Office.

Section No. 243. The Contractor shall furnish for the use of the Inspector a suitably equipped office at the mills and at the shops.

Loading and Shipping.

Section No. 244. All parts shall be carefully loaded and protected from injuries during transportation by such means as will be satisfactory to the Inspector. After delivery of materials at the work the Contractor will be required to store the same on skids at least twelve (12) inches above the ground and to keep the same in good condition. Any piece showing injurious effects of rough handling at any stage until the final acceptance of the work may be rejected.

Payments for Steel and Cast-iron.

Section No. 245. The prices to be paid for steel and cast-iron are as herein provided in Schedule Items 19, 20, 21 and 24. These prices include the cost of material delivered and erected in the work. These prices are to include also the cost of all necessary cleaning and painting (where painting is required) and of all other incidental work. The quantity of metal to be paid for shall be the number of pounds actually placed in accordance with the drawings or orders.

Miscellaneous Castings.

Section No. 246. For other castings, not included in the above and not including castings for sewer work or pipes, payment will be made as provided in Schedule Item 25.

Special Wire Forms.

Wire Forms.

Section No. 247. Special wire forms, of a type and weight to be approved by the Engineer, are to be furnished and placed around the lower flanges of the roof girders, and at other places as may be required, in order to hold the concrete in place.

Wire Forms, Payment For.

Section No. 248. Special wire forms, wherever used, will be paid for as stipulated in Schedule Item 26, which price is to include the material in place and all work necessary and incidental thereto.

16.

Painting.

Section No. 249. All metal work, excepting as otherwise herein provided, shall be painted with three coats of paint, including the shop coat, of kind and quality approved by the Engineer. Lead or carbon paint will generally be required for the last two coats.

Shop Coat.

Section No. 250. All iron shall be scraped free from scale, and receive one coat of red lead paint as herein specified, or other approved paint if directed by the Engineer, before leaving the shop. All surfaces which come in contact or are enclosed shall be painted before being assembled. All turned or faced surfaces shall receive a coat of white lead and tallow before leaving the shops.

Quality of Red Lead.

Section No. 251. The red lead shall be strictly pure, and shall contain at least 80 per centum of "true lead" ($Pb_3 O_4$). The color shall be a clean pure tint. The red lead shall be of the fineness that when washed with water through a No. 19 silk bolting cloth, not more than 1 per cent. shall be left on the screen.

Quality of Linseed Oil.

Section No. 252. The linseed oil must be absolutely pure, fully aged and ripened, well settled oil. It shall be perfectly clear on receipt, and after heating to 212 degrees Fahr. on a current of hydrogen, shall not show a deposit of foots nor a loss of over 0.4 per centum for raw oil, nor over 0.2 per centum for boiled oil. The specific gravity at 60 degrees Fahr. for raw oil shall be between 0.932 and 0.937, and for boiled oil between 0.936 and 0.940.

Original Packages.

Section No. 253. All material shall be delivered, inspected and sampled in original packages.

Proportions in Mixture.

Section No. 254. Red lead paint shall be mixed in the proportion of 500 lbs. of red lead to 5½ gallons of boiled linseed oil, and 11 gallons of raw linseed oil.

Damaged Shop Coat to be Renewed.

Section No. 255. Where the shop coat has become damaged before or after erection, through any cause whatever, it shall be renewed with the same kind of paint as originally used, such renewal to be considered only as a part of the original shop coat. If the Engineer so directs on members or parts of members buried in concrete the shop coat will be omitted.

Structural Steel and Rods.

Section No. 256. Structural steel and rods to be imbedded in concrete shall be protected from the weather before being put in place, and shall be cleaned and scales removed before being incased in the concrete. Rods shall not be painted.

Second Coat Carbon Paint.

Section No. 257. The second coat of paint shall be a carbon paint approved by the Engineer. It shall be applied after erection, but not until the metal has been cleaned from dirt or other objectionable matter that may be found thereon.

Metal to be Cleaned After Erection.

Section No. 258. After erection the metal shall be thoroughly cleaned of all dirt, rust or scales by stiff wire brushes or sand blasts, as directed, and afterward dusted and thoroughly and evenly painted as described above. No paint shall be applied until the cleaning has been passed upon by an Inspector.

Third Coat.

Section No. 259. Between stations the exposed members shall be given a third coat, which shall be a carbon paint of a color and quality approved by the Engineer.

Third Coat, When Applied.

Section No. 260. The third or finishing coat shall be applied to all exposed surfaces of the metal after its erection, and after a completion of the masonry or other work; it shall be applied at such time after such completion and before the final acceptance of the work as in the judgment of the Engineer may be advisable. The several field coats shall be sufficiently tinted to be distinctive.

Surfaces in Contact.

Section No. 261. Surfaces of exposed members inaccessible after erecting, shall be cleaned and painted before erecting.

Recesses, Etc.

Section No. 262. All recesses that might contain water, or through which water could enter, must be filled with thick paint or a waterproof cement of ground skins before receiving final painting.

Section No. 263. All surfaces so close together as to prevent the insertion of a brush, must be painted thoroughly by using a piece of cloth, if necessary.

Rainy or Freezing Weather.

Section No. 264. No painting in rainy or freezing weather or on wet surfaces will be permitted.

Payments.

Section No. 265. Payment for painting is included in the prices for steel and iron.

17.

Drains and Pumps.

Railroad to be Drained.

Section No. 266. Every part of the Railroad must, so far as posible, be so arranged that any water finding access thereto will be led away automatically to the City sewers.

Section No. 267. Where the Railroad is on an inclined gradient, and is constructed in dry, porous soil, the floor of the Railroad may be depended on to act as a conduit. At the bottom of the inclined gradient connections must be made with a sewer or with sub-drains lying beneath the Railroad and draining into the sewers.

Sub-Drains.

Section No. 268. Along such parts of the work where the soil is not porous, or where the floor of the Railroad cannot, in the judgment of the Engineer, be used as a conduit, there shall be laid, beneath the rail level and on a continuous descending gradient, drain pipes of vitrified salt-glazed stoneware, of the quality described in these specifications for sewer pipe. These drain pipes shall be of such diameter not exceeding twelve (12) inches, as the Engineer may direct, and there shall be one (1) such drain for each two (2) tracks. Each drain shall be laid in the concrete or directly in the soil with tight or open joints, as directed, and in such manner and in such position as, in the opinion of the Engineer, local circumstances require.

Connections and Cross Drains.

Section No. 269. Where drain pipes connect with the City sewers, the junction shall be protected by suitable traps and back-pressure valves or gate valves where necessary, to prevent back rush of water or gas from the sewers. Connections with the Railroad shall be as necessity demands, and all as directed by the Engineer. Cross drains to connect with the main drains will be placed at such places and in such manner as the Engineer shall direct; also vertical drains at the sides of the Railroad. These drains shall be of vitrified pipe or of cast iron as directed.

Broken Stone for Drainage.

Section No. 270. Broken stone shall be placed for the purposes of drainage as indicated on the plans or as required by the Engineer.

Sumps.

Section No. 271. At the low points of the grade of the Railroad where the same passes below the bottom of adjacent sewers there shall be constructed sumps connected with the subdrains or the floor of the Railroad. Such sumps must be watertight, with a capacity of not less than eight hundred (800) gallons each.

Pumps for Tunnel Drainage.

Section No. 272. Adjacent to each sump a suitable enclosure shall be provided in which two pumps shall be installed, each of which shall have ample capacity to remove all the water entering the sump at that point under ordinary conditions. These pumps shall be arranged to operate automatically. Under this contract the Contractor will only furnish the pumps required and set them in place as directed, including the necessary pipe and drainage connections between the sumps and sewers.

The pumps shall be of the capacity required by the Engineer.

Capacity.

Section No. 273. If in the opinion of the Engineer the service requires it, each of these pumps shall be able to remove from the sump eight hundred gallons per minute.

Delivery to Sewers, Etc.

Section No. 274. The delivery of such pumps shall be into the City sewers, and all piping, valves, etc., in connection therewith, shall be installed as a part of this contract.

Payment for Drains, Broken Stone, Pumps, Etc.

Section No. 275. All drains shall be measured in place and the actual net length as laid for each class of drain will be paid for as herein provided in Schedule Items 17 and 17-A. The prices therein provided for each class of pipe will include providing and laying the pipe and all specials of any nature whatsoever, such as bends, tees, wyes, hand-holes, etc., and all material necessary for jointing the same. Where back-pressure valves or gate-valves are required the cost of setting the same will be included in the above, but the Contractor will be paid in addition the actual net cost of such valves plus ten (10) per cent.

Section No. 276. For broken stone for drainage, furnished and placed, Section No. 270, payment will be made as provided in Schedule Item 14.

Section No. 277. For pumps, Section No. 272, the Contractor will be paid as provided in Article XII of the contract including the pipe connections with sumps and sewers.

The station drainage also must be arranged for as prescribed in Section No. 269.

Soil Pipes for Stations.

It will be necessary to lay soil pipes in the floors and walls of the stations. These pipes are to be cast iron, "extra heavy." They will be placed in positions as shown on the plans and will be paid for as provided in Schedule Item 34.

18.

Sewers.

In Accordance With Plans and Specifications.

Section No. 278. All sewers and appurtenances shall be built of the materials, of the sizes and dimensions, on the lines and grades, at the depths, with the connections, and in the manner called for by these specifications and shown on the drawings.

Change of Location.

Section No. 279. If, in the opinion of the Engineer, it is impracticable during the progress of the work to construct any sewers, manholes, or other appurtenances, according to the contract drawings, owing to the presence of unknown subsurface structures or other contingencies, the Contractor shall construct such sewers, manholes or appurtenances in the location given by and according to the directions of the Engineer.

General Clauses Apply.

Section No. 280. The general clauses in this contract relating to excavation, backfilling, cement, mortar, masonry, waterproofing, piling, timber work of all kinds, care of streets and public places, maintenance of surface, subsurface and overhead structures, protection of persons and property, repaving or restoring of the surface of the street or other public places, responsibility of the Contractor, authority of the Engineer to examine and condemn materials, and the power of the Commission and the Engineer in all or any other respects to enforce this contract, apply to the construction and reconstruction of sewers, water mains or pavements, unless specifically amended or exempted, both along the route occupied by the Railroad and elsewhere.

No Claims for Damages.

Section No. 281. Should postponement or delay be occasioned by the precedence of paving or other contracts, which may be either let or executed by the Borough President, Commissioner of Water Supply, Gas and Electricity, or other heads of departments, either before or after the execution of this contract, on the line of the work, no claims for damages therefor shall be made or allowed; nor shall any claim for damages be made or allowed in consequence of the street or the adjoining sewers not being in the condition contemplated by the parties at the time of making the contract, except that if the Contractor shall be delayed in the performance of his work by reason of the street or the adjoining sewers not being in such condition, an allowance of time may be given for the completion of the work as elsewhere provided in this contract.

Size of Trenches.

Section No. 282. The trenches for sewers and basin culverts both in earth and in rock, in streets along the route of the Railroad, shall have vertical sides and shall be six inches wider than the greatest external width of the sewer or its foundation on the side farthest away from the subway; and in other streets the trenches shall have vertical sides, and shall be six inches wider on each side than the greatest external diameter of the sewer, but shall be not less than three feet in width. They shall be excavated to the depth and to the form of the sewer or its foundation. Payments for excavation will be based on the requirements as above.

Limit of Trench Opening.

Section No. 283. Not more than one hundred (100) feet of trench in sewers off the line of the Railroad shall be opened at any one time in advance of the sewer already completed, unless by permission of the Engineer, and for a distance specified.

Excavation Completed in Advance.

Section No. 284. The excavation of trenches shall be fully completed a sufficient distance in advance of the laying of the sewer, and the exposed end of the sewer shall in all cases be fully protected.

Trenches for Manholes and Receiving Basins.

Section No. 285. Where the foundation for a manhole or a receiving basin extends beyond the line of such manhole or receiving basin, the excavation required in earth shall be to the lines of the smallest rectangle enclosing the full dimensions of the exterior of the foundation, and shall have vertical sides to the surface, but it shall, in all cases, be six inches larger than the greatest external dimension of the manhole or receiving basin. In rock excavation, the trench shall be six inches larger than the greatest external dimension of the manhole or receiving basin, and shall have vertical sides to the surface.

Foundations.

Section No. 286. Where the ground does not afford a sufficiently solid foundation, the trench shall be excavated to such increased depth as the Engineer may deem necessary, and this extra depth, and all other irregularities in the bottom of the trench, shall be filled up to the requirel level and form, with such material, and in such manner, as the Engineer shall direct. If so directed, piles shall be driven and a timber or reinforced concrete foundation shall be constructed, as elsewhere provided in these specifications, to support the sewer.

Inspection of Grades.

Section No. 287. When the trench is properly prepared, and before laying any sewer, the Contractor shall notify the Engineer, who will, thereupon, cause the grades for the sewer to be tested, and if correct the sewer shall then be laid in the presence of a duly authorized Inspector, and no construction work shall be done in his absence.

Trenches to be Kept Free from Water.

Section No. 288. The trenches shall be kept entirely free from water while the foundation and the masonry are being constructed or the sewer laid. In no case shall water be allowed to flow over the invert or foundation or through the sewer until the mortar is thoroughly set.

Gutter and Passageway to be Kept Open.

Section No. 289. At all times gutters shall be kept open for surface drainage, and the streets and sidewalks shall be kept clear and free for the passage of carts, wagons, carriages and street or steam railroad cars or pedestrians, and as otherwise provided in these specifictions.

Crosswalk, Sidewalk and Roadway to be Kept Clear.

Section No. 290. Where any crosswalk or roadway is cut by the trench, it shall be temporarily replaced by a timber bridge with side railings, according to the direction and approval of the Engineer. The work shall at all times be conducted so as to cause as little inconvenience as practicable to the public.

Disposition of Paving Material.

Section No. 291. All curb, gutter, flagging, paving and macadam stones, necessary to be removed, which in the judgment of the Engineer are suitable to be used again, shall be stored in such places as the Engineer shall direct, or shall be removed as provided in these specifications; in all cases a passageway on the sidewalks and in the roadway shall be preserved free from needless obstructions.

Flow of Sewers to be Maintained.

Section No. 292. The Contractor shall provide for the flow of all sewers, drains and water-courses interrupted during the progress of the work, and shall restore and make good all connections, and shall immediately cart away all offensive matter, in such manner and with such precautions as the Engineer may direct. All temporary house connections shall be maed by closed iron pipes, with suitable provision for preventing leakage at joints. Wooden troughs for such connections will not be permitted.

Brick.

Section No. 293. In the construction of brick masonry none but the best quality of common brick burned hard entirely through, regular and uniform in shape and size and of compact texture, shall be used. They shall be culled as they are brought on the ground, and bats and bricks of improper quality are to be removed from the work. A limited number of bats may be used in manholes and closures, and in the outer ring of the sewers where more than two rings of bricks are required.

How Laid.

Section No. 294. The bricks shall be properly wet immediately before laying. Every brick is required to be laid in a full joint of mortar, made as described in these specifications, on its bed, end and side, at one operation. In no case is mortar to be slushed or grouted in afterward. The bricks shall be neatly and truly laid, every second course to line, and the points to be carefully struck on the inside.

Racked Back or Toothed.

Section No. 295. All brick work, as it progresses, shall be racked back in courses, and in no case will it be allowed to be toothed, unless by special permission from the Engineer.

Brick or Stone Inverts.

Section No. 296. All inverts, or bottom curves, shall be formed from profiles accurately made according to the dimensions of the sewer, and correctly set according to the grades furnished. The masonry shall be allowed to set for twenty-four (24) hours before the arch is turned. Vitrified brick or granite paving blocks shall be used for the inner ring of the invert when required by the Engineer, and whenever so used they must be thoroughly jointed, so as to be water-tight along the inner surface of the sewer. The last course of the invert masonry below the springing line shall be laid as headers. The payment for vitrified brick lining will be included in the price per linear foot of sewer, unless specifically designated as "included in subway construction," in which case it shall be paid for as provided in Schedule Item No. 9-A.

Brick Arches.

Section No. 297. The arches or upper curves shall be formed on strong centers of correct form, according to the sizes and shapes required, and keyed with stretchers in full joints of mortar. The extrados of the arch shall be plastered with mortar one inch thick, mixed in the proportion of one part of cement to two parts of sand. The centers shall not be removed or withdrawn in less than thirty-six hours, or until the work is thoroughly set, and until the filling in of the arch is properly put into places to a depth which is at least one foot above the crown of the arch. The centers in all cases shall be struck and not drawn, so as not to crack or injure the work. Should any crack or settlement appear in the arch after the centers are removed, so much of the work as the Engineer may require shall be taken down immediately and replaced.

Spurs.

Section No. 298. Vitrified or iron sewer pipes or spurs, equal in every respect to those described elsewhere in these specifications, and of a size required by the Engineer, but not less than six inches interior diameter with hubs moulded for house connections, and of sufficient length to project at least four inches beyond the exterior of the sewer, shall be built into the walls of brick sewers and at such an angle as indicated on the plan, or as the Engineer may direct.

How Built In.

Section No. 299. Spurs shall be built in wherever similar house connections exist in the present sewer which is to be reconstructed under this contract, but in no case shall the distance be more than twenty feet between spurs. In the case of the construction of new sewers where no sewers existed previously, except sewers crossing intersecting streets, they shall be built opposite each house, and where there are no houses, they shall be not more than fifteen feet apart on each side of the sewer or at such frequent intervals as local conditions may require. They shall be set so that their inner ends shall be flush with the inner face of the sewer, at such height in the walls as the Engineer may direct, and each pipe shall be sealed on the outside with an approved earthen-ware cover set in mortar.

Iron Chair Spurs.

Section No. 300. Where the sewers to be built under this contract will be at a depth greater than thirteen feet below the established grade of the street (or below the surface of the street where final grades have not been established), cast iron chair spurs, of the design shown on the drawings, not less than six inches in diameter and of the weight of extra heavy soil pipe, shall be used unless otherwise ordered by the Engineer. Where house drains are to be connected to these spurs, extra heavy soil pipe and fittings shall be used for the riser between the spur and the house drain. Where the spurs are provided for future connections, risers of extra heavy soil pipe shall be placed in each spur and shall be brought to a point thirteen feet below the established grade of the street. the end of which shall be sealed with an approved cover laid in cement mortar. The joints of this pipe shall be packed, leaded and caulked in accordance with these specifications for laying water-mains.

Under Another Structure.

Section No. 301. Wherever the sewer passes under another structure extra heavy soil pipe (Schedule Item 17-A) shall be laid from the spur to the outside of such structure, brought up to a point thirteen feet below the established grade of the street, caulked and sealed as provided above. All pipes passing under such structures shall be laid in concrete.

Concrete Sewers, Form, Dimensions and Materials.

Section No. 302. If, during the construction of the sewers, it is deemed advisable to interchange concrete and brick, the Contractor may, with the approval of the Engineer, build such sewers of either kind and quality herein specified.

Steel Bars Used if Ordered.

Section No. 303. Concrete sewers shall be reinforced with steel bars, if so indicated on the plans or directed by the Engineer.

Profiles and Inverted Centres for Inverts.

Section No. 304. Proper profiles for the concrete inverts shall be set up at the required distances, and the concrete for the bottom and invert of the sewer shall be deposited in place and rammed and worked down to the required shape. The concrete for the bottom and invert, if so directed, shall be placed in alternate lengths extending between every other pair of profiles, so that opportunity may be given to properly work the concrete in place.

Invert to be Protected.

Section No. 305. The concrete of the invert shall be protected during the progress of the work with planking, or by such other suitable methods as the Engineer shall direct and for so long a time as he may require.

Forms, Molds, etc.

Section No. 306. Suitable forms or molds, of the size and design to be approved by the Engineer, shall be provided by the Contractor to support the concrete of the side walls and roof while the same is being rammed into the permanent work.

Defective Work.

Section No. 307. If any voids or irregular or defective work is discovered upon removing the forms or molds, such voids or work shall be cut out and filled with a rich concrete or mortar mixed in such proportions and of such materials as provided elsewhere in these specifications.

Joints.

Section No. 308. No joints between different sections of the walls of a sewer shall, in any case, be a straight line, but shall always be stepped or toothed, so as to give a broken joint in the manner to be approved by the Engineer.

Spur Pipes, Branches, etc.

Section No. 309. In so far as they will be applicable to sewers constructed of concrete, the provisions and requirements for spurs, branches, etc., in brick sewers shall be understood to govern in such construction.

Vitrified Pipe Sewers.

Section No. 310. Tile pipe sewers shall be built of vitrified, salt glazed stoneware pipe, with extra deep and wide sockets and corrugated spigot ends. The pipe shall be of the best quality, thoroughly and perfectly burnt, without warps, cracks or imperfections; well and smoothly glazed over the entire inner and outer surfaces and perfect in shape. The pipe shall be subject to all tests ordered in conformity with any requirements of the Bureau of Sewers of the Borough in which the work is located, at any time previous to its being used.

Quality of Pipe.

Section No. 311. The size of the pipes shall be designated by their interior diameters. Each pipe shall be a true cylinder, and of even thickness throughout, and shall conform to the following scheduled dimensions:

Dimensions.

Double Strength Pipe; Extra Deep and Wide Sockets.

Diameter.	Thickness of Shell	Depth of Socket.	Length of Plain Straight Pipe.	Weight of Pipe Per Foot.	Annular Space.
Inches.	Inches.	Inches.	Feet.	Pounds.	Inches
6	⅝	2½	2	16	⅝
8	¾	2¾	3	25	⅝
10	⅞	2¾	3	37	⅝
12	1	3	3	45	⅝
15	1¼	3	3	75	⅝
18	1½	3¼	3	118	⅝
20	1⅔	3½	3	148	⅝
22	1⅚	3¾	3	157	⅝
24	2	4	3	190	⅝

"Specials."

Section No. 312. All "special" vitrified pipe shall conform to the dimensions given for plain straight pipe.

Spur Pipes.

Section No. 313. Pipes having spurs not less than six inches in diameter with hubs molded thereon for house connections shall be furnished and laid at such points as indicated on the plan or as directed by the Engineer, and when not immediately used, they shall be sealed on the outside with approved vitrified earthenware covers set in mortar.

Risers.

Section No. 314. The provisions for risers on brick sewers shall also apply to pipe sewers.

Pipe Sewers, How Laid.

Section No. 315. All pipes shall be laid in concrete cradles of the required form and dimensions. The minimum thickness of concrete under the outside of the shell, or barrel, shall be six (6) inches. The first layer of concrete shall be for the full width of the cradle, and deposited continuously to the height of the outside bottom of the shell of the pipe; before the concrete has set the pipe shall be firmly bedded therein true to line and grade and the remainder of the concrete immediately deposited and carefully tamped in such a manner as to avoid disturbing the sewer. The ends of the pipes shall abut against each other and in such manner that there shall be no shoulder or unevenness of any kind along the bottom half of the sewer on the inside. Unless otherwise ordered, not less than fifteen feet of pipe shall be laid at any one time, in any one length of trench, and it shall be exposed for at least twenty-four hours for inspection.

Joining Hub and Spigot Pipes.

Section No. 316. Before inserting the spigot end of the pipe into the hub or socket, the lower half of each socket shall be plastered on the inside with a layer of cement mortar mixed in the proportion of one part of cement to 1½ parts of sand and of a sufficient thickness to bring the inner bottom surfaces of the abutting pipes flush and even with the established flow line. After pipes are fitted, the space between the inside of the upper half of each socket and the outside of the entering pipe shall be filled with cement mortar, mixed as above specified, and the outside of the joint shall be thoroughly sealed with the same kind of mortar and the joints carefully wiped to a smooth bevel outside, and all mortar that may be left on the inside of the pipe must be thoroughly removed and the inside of the pipe left clean and smooth throughout.

Pipes to be Cut.

The ends of pipes which enter masonry shall be neatly cut to fit the face of the masonry. When directed, such cutting shall be done before the pipes are built in.

Iron Pipe Sewers.

Section No. 317. Sewers of iron pipe, of quality and laid in the manner described elsewhere in these specifications for the laying of water mains, shall be laid wherever indicated on the plans or at such places as the Engineer shall direct.

Special Castings.

Section No. 318. Wherever such pipes are laid through vaults they shall, when required by the Engineer, be provided with special castings for manholes, which shall be fitted with a cover bolted on so as to make an air-tight joint, according to the plans to be furnished by the Engineer.

Ventilators.

Section No. 319. Whenever, in the opinion of the Engineer, it becomes necessary to provide ventilation for sewers under other structures, iron pipe shall be laid from the sewer to the surface of the street and fitted with proper gratings according to the plans to be furnished by the Engineer.

Connections.

Section No. 320. All existing sewers, culverts, drains and house connections intercepted by the proposed sewers, culverts or receiving basins shall be connected with the new work by proper curves and grades and in such manner as the Engineer shall direct; and all drains, basins or culverts rendered unnecessary or becoming disused by the work herein contemplated shall be filled in and made solid with good wholesome earth in the manner directed. Provision shall also be made for the connection of future sewers or basins by constructing brick spurs or inserting vitrified pipe at the points indicated on the contract drawings and at other points as the Engineer may direct. These connections shall be closed with bulkheads not less than eight inches in thickness and of the quality specified for brick masonry.

Fresh Work to be Protected.

Section No. 321. All fresh work shall be carefully protected from injury in every way. No wheeling or walking will be allowed on it and any portion injured must be relaid by the Contractor; no walking or working over the pipes after they are laid, except as may be necessary in tamping the earth and refilling, will be allowed until there is at least two and one-half feet of earth over them.

Pipes to be Kept Clean.

Section No. 322. The interior of pipe sewers shall be carefully freed from all dirt, cement and superfluous material of every description as the work progresses, for which purpose a disc, mold or plate, attached to a rod sufficiently long to pass two joints from the end of the pipe last laid, shall be continuously worked through.

Exposed Ends of Pipes to be Protected.

Section No. 323. The exposed ends of pipe sewers shall, in all cases, be protected with a board or other stopper carefully fitted to the pipe, to prevent earth or other substances from washing in, and in no case shall brick or stone be used for that purpose.

Manholes.

Section No. 324. The masonry of manholes shall be carried up so that the top of the iron head when set shall be at the level of the established grade of the street at that point or to such height as the Engineer may direct, and from templates correctly made and set at top and bottom, between which not less than eight lines shall be drawn. Where manholes are not built to the established grade of the street, they shall be covered, when necessary, by selected bluestone slabs eight inches in thickness, to support the manhole heads. All joints shall be neatly struck and pointed on the inside. Each manhole shall be plastered thoroughly on the outside with cement mortar one inch in thickness, mixed in the proportion of one part of cement to two parts of sand.

Foundations.

Section No. 325. The foundations for manholes shall be of concrete or masonry of the kind indicated on the plans and shall be not less than twelve inches below the invert elevation of the sewer, except as otherwise indicated on the plan. When foundation additional to that indicated on the plan is required, it shall be built as directed by the Engineer.

Section No. 326. Sewer pipes shall be built in and trimmed, when necessary, so as to be flush with the inner face of the manhole, and an arch, laid in cement mortar, shall be turned over the pipe.

Vitrified Bricks or Granite Blocks.

Section No. 327. The invert shall be built of vitrified brick, granite blocks or concrete, as indicated on the contract drawings.

Use of Bats.

Section No. 328. A reasonable number of bats not smaller than half bricks may be used in the construction of manholes or receiving basins, provided all interstices are thoroughly filled with mortar.

Steps.

Section No. 329. Standard steps of good quality of galvanized wrought iron, of the size, length and shape required for steps, shall be built into the interior sides of all manholes at a distance apart of not more than fifteen (15) inches vertically and they shall be so arranged that the lowest step shall be not more than two feet above the bench at the bottom of the manholes nor more than two feet above the invert of the sewer where there is no bench. Each manhole shall be cast with a wrought iron step on the inside, when directed by the Engineer.

Bluestone.

Section No. 330. Hammer-dressed bluestone shall be furnished and laid of the form and thickness required, as indicated on the plans or as otherwise directed.

Manhole Head and Cover.

Section No. 331. A cast-iron manhole head and cover of the quality specified for cast-iron, and except in special cases, of the pattern adopted by the President of the Borough in which the work is located, and in dimensions, weight and all other respects satisfactory to the Engineer, shall be fitted on a bed of mortar to each of the above described manholes. Manhole heads and covers which do not conform to these specifications shall be at once removed from the work.

Perforations.

Section No. 332. Covers to be used on manholes in the street shall be perforated. Those used on sidewalk manholes shall be tight-fitting without perforations.

Weights.

Section No. 333. Each manhole head and cover shall have its weight distinctly marked upon it with oil paint. The following shall be allowed as the minimum and maximum weights:

Street manhole head, 475 to 500 pounds.
Street manhole cover, 135 to 150 pounds.
Sidewalk manhole head, 300 to 310 pounds.
Sidewalk manhole cover, 100 to 110 pounds.

Noiseless Heads and Covers.

Section No. 334. When the pavement of the street is asphalt or wooden block, the manhole shall be fitted with a noiseless head and cover, to be approved by the Engineer, where new heads and covers are necessary.

Sealed Manhole Heads and Covers.

Section No. 335. All manholes in vaults or other structures shall be provided with sealed manhole heads and covers according to the design indicated on the plans.

Emergency Manholes.

Section No. 336. Where a sewer crosses under the subway, emergency manholes shall be provided when directed by the Engineer and according to plans to be furnished by him.

Manholes to Be Completed.

Section No. 337. Manholes shall in all cases be fully and completely built and fitted with their covers as the work progresses, and the sewers shall not be laid beyond or in advance of any uncompleted manhole.

Receiving Basins.

Section No. 338. Receiving basins shall be built as located on the plans or as the Engineer shall direct and in accordance with the plans to be furnished. Each portion of the basin shall be built of the size and materials designated on said drawings and shall be thoroughly plastered, both inside and outside, with cement mortar in the proportion of one part of cement to two parts of sand.

Foundations.

Section No. 339. The foundations for receiving basins shall be of concrete or masonry of the kind indicated on the plans and shall extend not less than twelve inches below the finished floor of the basin, except as otherwise indicated on the plans. When additional foundation is required, it shall be built as directed by the Engineer.

Stone Flooring.

Section No. 340. The flooring shall be of hammer-dressed North River bluestone flagging, not less than three inches thick, in not more than two pieces, and shall be well set in a full bed of mortar and rammed into place. The floor may be finished with cement mortar mixed in the proportion of one part of cement to one part of sand, if so directed by the Engineer. The mortar shall be spread, while fresh, upon the concrete base and before the latter shall have reached its first set; it shall be in such quantity that after thorough manipulation it shall be one inch in thickness.

Head Stone and Gutter Stone.

Section No. 341. Where head stone and gutter stone are required they shall be of sound, durable granite of the dimensions indicated on the plan, hammer dressed to an even surface and cut to the satisfaction of the Engineer. Cast-iron basin heads and gutter pieces of the design indicated on the plans shall be set instead of the above when required.

Cast-iron Cover.

Section No. 342. A cast-iron cover of approved pattern weighing not less than eighty nor more than ninety-five pounds shall be fitted to the opening in the head stone.

Grate Bar.

Section No. 343. A grate bar made according to the plan shall be fastened solidly into the said head stone in the manner indicated.

Cast-iron Trap.

Section No. 344. A cast-iron trap of the form and dimensions indicated on the plan free from imperfections, and properly coated with coal pitch varnish shall be furnished and built into place, as directed by the Engineer.

Joints.

Section No. 345. The joints shall be tightly fitted with an oakum gasket or with cement mortar, if so directed.

Iron Steps.

Section No. 346. Galvanized iron steps of the same design required for manholes shall be built into the walls.

Culvert Pipes.

Section No. 347. The culvert pipe for connections with sewers shall be 12-inch vitrified pipe unless otherwise indicated on the plan, and of the kind and quality previously described, and shall be laid, in all cases, in a concrete cradle of the form and dimensions required for pipe sewers, in accordance with the directions of the Engineer. In case it becomes necessary to connect any basin already built, with the work to be constructed, so much of such culverts as in the opinion of the Engineer may be necessary shall be taken up and rebuilt or relaid with vitrified pipe, or brick, as the case may be, in the manner described above, and reconnected in a straight line from the basin to the sewer.

Flush Tanks.

Section No. 348. Automatic flush tanks of a type approved by the Engineer shall be built where indicated on the plans or where directed by the Engineer.

Waterproofing.

Section No. 349. Whenever, in the opinion of the Engineer, it is necessary to waterproof a sewer, chamber or receiving basin, or their appurtenances, it shall be done as indicated on the plans or as directed by the Engineer and in the manner described elsewhere in these specifications.

Mortar.

Section No. 350. All masonry shall be laid in Portland Cement mortar of the quality described in these specifications. It shall be mixed in the proportion of one (1) part of cement to two (2) parts of sand, excepting as otherwise specially provided.

Concrete.

Section No. 351. All concrete for sewers shall be made in the proportion of one (1) part of cement to two and one-half (2½) parts of sand and four and one-half (4½) parts of stone of the quality described in these specifications.

Paving.

Section No. 352. On the completion of each section of one hundred feet of sewer, the sidewalks and roadways shall be restored as provided under specification Subdivision 22, Surfaces Restored.

Permits for Connections.

Section No. 353. The Commissioner of Public Works shall have the right to connect any sewer or sewers with the sewers herein described or to grant permits to any person or persons to make connections therewith at any time before it is finally completed, and the Contractor shall not interfere with or place obstructions in the way of such person or persons as may be employed in building such new sewer or sewers or in making such connections. This is not to be construed, however, as permitting the introduction of storm water or sewage into any sewer being constructed under this contract before its final completion.

Thoroughly Cleaned.

Section No. 354. During the progress of the work, and until the entire completion and final acceptance thereof, the sewers, drains, basins, culverts and connections shall be kept thoroughly cleaned throughout, and left clean, and the drainage of any old sewer that may be taken up or intercepted shall be provided for and taken care of by the Contractor, all at his own expense.

Payment for Sewers.

Section No. 355. Payment for sewers will be per lineal foot of sewer complete as herein provided in Schedule Items 37 to 40, 40-A, 41 to 43, 43-A, 44 to 46, 49 and 56, except as hereinafter specifically provided. The price for each class of sewer is to include each and every item applicable thereto as herein given in Sections Nos. 278 to 354 of these specifications and as otherwise provided in the contract and as indicated on the plans; excepting as is hereinafter specially provided.

Excavation.

Section No. 356. In addition to the price per lineal foot for completed sewer, as above provided, excavation will be paid for at the prices herein stipulated in Schedule Items 2-A and 3-A (which prices shall include all the matters referred to in Section No. 92), on the basis of size of trench stipulated in Sections Nos. 282 and 285. Payment for street surface restored shall be as provided in Schedule Item 30.

Steel Beams and Reinforcing Rods.

Section No. 357. Where steel beams or reinforcing rods are required and ordered, such beams and rods will be paid for in addition to the price bid for the sewer and at the prices herein stipulated for furnishing and placing such material and all work incidental thereto, in Schedule Item 20 or 21.

Automatic Flush Tanks.

Section No. 358. Where automatic flush tanks are built as provided in Section No. 348 of the specifications they will be paid for as herein provided in Article XII of the contract.

Waterproofing.

Section No. 359. Where waterproofing is required and placed in accordance with Section No. 349 of the specifications it will be paid for at the prices herein stipulated for waterproofing, Schedule Item 15 or 16.

Siphons.

Section No. 360. Where inverted siphons passing under the subway structure are called for and built, they shall be considered as part of the regular subway construction from outside to outside of the sewer chambers or between points of departure from standard sewer construction, such limits being indicated on the plans; and payment for such siphons will be made in accordance with the various classes of work or material as are applicable thereto in the Schedule and at the prices therein stipulated for such items.

Cast-iron Pipe Sewers, etc.

Section No. 361. All cast-iron pipe sewers wherever built, and the parts within the limits of the Railroad, when indicated on the plans, of all other sewers crossing over or under the Railroad, will be paid for in accordance with the various classes of work or material applicable thereto in the Schedule and at the prices stipulated therein for such classes of work or material.

House and Drainage Connections.

Section No. 362. The cost of the maintenance, support or construction of all house or other drainage connections made necessary by construction under Sections Nos. 360 and 361 will be included in the prices for the several classes of work and material entering into such construction.

Sewers Under Station Platforms.

Wherever a sewer passes under a station or station platforms, all the requirements with respect to extra heavy soil pipe, special manhole castings, ventilating pipes, and sealed manhole covers, as included in Sections Nos. 301, 318, 319 and 335, respectively, apply in every respect.

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Requirements for Pipes.

Generally.

Section No. 363. Wherever it is necessary to relay any water main, all new material required for the same shall be of the quality and laid in the manner specified below, and subject to the various clauses of these specifications applicable thereto.

Pipes to be Cylinders.

Section No. 364. The pipes shall be circular cylinders, with the inner and outer surfaces concentric, and of the full interior diameter required.

Hubs and Spigots.

Section No. 365. The hub or socket and the spigot end shall be shaped in exact conformity with the standards of the Department of Water Supply, to be furnished by the Commission. and will be tested by circular gauges.

Section No. 366. The seat or shoulder of the socket and the end of the spigot shall be straight and even, and at right angles to the axis of the pipe, so as to make a smooth, tight joint. Special care will be required in making the sockets and spigots to conform to the drawings and all pipes will be rigorously inspected at these points. No pipe will be received whose eccentricity at either the spigot or socket end, exceeds one-eighth (⅛) of an inch, or whose dimensions differ by more than one-eighth (⅛) of an inch from those required.

Section No. 367. The pipes shall be designated by dimensions of the interior diameter.

Section No. 368. Bands, lugs, buttons, or ribs shall, if required, be cast on the pipes, of such forms and dimensions as the Engineer may direct.

Length of Pipe.

Section No. 369. The straight pipe shall be twelve (12) feet long, exclusive of hub; other pipe as may be directed.

Section No. 370. All straight pipes shall be straight in the direction of the axis of the cylinder.

Thickness and Weights.

Section No. 371. The thickness of the pipes, branches and special castings shall correspond with the standards of the Department of Water Supply. The weight for straight pipe shall be as follows:

60-inch pipes, special.
48-inch pipes, 9,886 pounds each.
42-inch pipes, special.
36-inch pipes, 5,920 pounds each.
30-inch pipes, 4,460 pounds each.
24-inch pipes, 2,965 pounds each.
20-inch pipes, 1,979 pounds each.
16-inch pipes, 1,458 pounds each.
12-inch pipes, 1,018 pounds each.
8-inch pipes, 542 pounds each.
6-inch pipes, 416 pounds each.

High Pressure Fire System.

Section No. 372. For high-pressure fire system standard spigot and grooves—the weights for straight pipes, with lugs, shall be as follows, in pounds per length:

	Of 3 ft.	Of 4 ft.	Of 6 ft.	Of 12 ft.
8-inch	355	420	550	935
12-inch	615	745	1,000	1,765
16-inch	1,005	1,215	1,635	2,905
20-inch	1,475	1,795	2,425	4,320
24-inch	2,105	2,585	3,535	6,385

All requirements as to weights, laying, tests, etc., shall be in strict accordance with the standard requirements of the Department of Water Supply, Gas and Electricity.

Section No. 373. The thickness of the metal of the pipes and special castings will be tested by calipers after the castings have been freed from sand and cleaned.

Variations in Thickness.

Section No. 374. No pipe will be received when the thickness of metal is less by more than one-twelfth (1/12) of an inch than the thickness required by the standards.

Variations in Weights of Castings.

Section No. 375. Any straight pipe the weight of which is deficient by more than the following stated percentages of the standard weight will be rejected:

For pipe 16 inches or less in diameter, 5 per cent.
For pipe over 16 inches in diameter, 4 per cent.

Excess weight in any one pipe not to exceed the above stated percentages will be paid for. The total weight, however, to be paid for shall not exceed for each size of pipe received the sum of the standard weights of the same number of pieces of the given size, by more than two (2) per cent.

(The term "Standard Weight" as above used in connection with straight pipe shall be taken to mean the standard weight corresponding to the actual laying length of the pipe as furnished.)

Any special casting the weight of which is deficient by more than the following stated percentages of the standard weight will be rejected:

For special castings 12 inches or less in diameter 10 per cent.
For special castings over 12 inches in diameter 8 per cent.

Excess weight in any one special casting, not to exceed the following stated percentages, will be paid for:

For special castings 12 inches or less in diameter 8 per cent.
For special castings over 12 inches in diameter 6 per cent.

The total weight, however, to be paid for shall not exceed for the special castings received the sum of the standard weights of the same number of special castings by more than five (5) per cent.

Straight Pipe Cast Vertically.

SECTION No. 376. All straight pipes shall be cast vertically, and all pipes 12 inches or more in diameter shall be cast with the hub end down.

SECTION No. 377. All the castings shall be made in such moulding-sand or loam as will leave the surface clean and smooth.

Castings, How Marked.

SECTION No. 378. All the castings shall have the year in which they are cast, the ruunning number of the castings of the same size and form, the letters D. W. S., and the initials or name of the Contractor, and of the foundry where cast, cast on the outer side in raised letters of not less than two (2) inches in length and one-eighth (⅛) of an inch in relief, in such manner as the Engineer may designate; and in case any pipe shall be condemned, the letters D. W. S. shall be erased by the Contractor.

Quality of Cast-Iron.

SECTION No. 379. The metal of which the castings are to be cast (which shall be remelted in a cupola or air-furnace) shall be pig-iron, made without any admixture of cinder-iron, or other inferior metal, and shall be of such character as to make a pipe strong, tough and of an even grain, entirely free from uncombined carbon when seen under the microscope, and such as will bear, satisfactorily, drilling and cutting, and shall have a tensile strength of at least sixteen thousand (16,000) pounds to the square inch.

SECTION No. 380. The castings shall be free from scoria, sand holes, air bubbles, and other defects and imperfections.

Castings To Be Clean.

SECTION No. 381. The castings shall be perfectly cleaned and no lumps shall be left on the inner surface of the barrels or sockets, or on the outer surface of the spigot end. The castings shall be subject to hammer inspection. Iron-wire brushes shall be used, as well as softer brushes, to remove the loose dust. No acid or other liquid shall be used in cleaning the castings.

Pipes To Be Coated.

SECTION No. 382. Every pipe, branch and special casting shall be carefully coated inside and out with coal pitch and oil. Every casting shall likewise be entirely free from rust when the coating is applied. If the casting cannot be dipped immediately after being cleaned, the surface shall be oiled with linseed oil, to preserve it until it is ready to be dipped. No casting shall be dipped after rust has set in.

Pitch.

SECTION No. 383. The coal-tar pitch shall be made from coal-tar distilled until the naphtha is entirely removed and the material mixed with linseed oil so as to make a smooth, tough and tenacious coating. Pitch which becomes hard and brittle when cold will not answer for this use.

SECTION No. 384. Pitch of the proper quality having been obtained, it shall be carefully heated in a suitable vessel to a temperature of three hundred (300) degrees Fahrenheit, and shall be maintained at not less than this temperature during the time of dipping. The material will thicken and deteriorate after a number of pipes have been dipped; fresh pitch shall, therefore, be frequently added, and occasionally the vessel shall be entirely emptied of its old contents and refilled with fresh pitch.

SECTION No. 385. Every casting shall attain a temperature of three hundred (300) degrees Fahrenheit before being removed from the vessel of hot pitch. It shall then be slowly removed and laid on skids to drip.

To Be Inspected Before Dipping.

SECTION No. 386. No casting shall be dipped until the authorized inspector has examined it as to cleaning and rust, and subjected it thoroughly to the hammer test. It may then be dipped, after which it will be passed to the hydraulic press to meet the required water test. The proper coating shall be tough and tenacious when cold on the pipes, and not brittle or with any tendency to scale off.

Tests.

SECTION No. 387. The castings must be capable of sustaining a pressure, in the hydraulic press, of three hundred (300) pounds to a square inch, and any casting which shows any defect by leaking, sweating or otherwise will be rejected. This test shall be made at the foundry, and at the expense of the Contractor.

Weighed and Marked.

SECTION No. 388. The castings shall be weighed, and the weight distinctly marked on the castings in white paint. The Contractor shall provide at the foundry where the pipes and castings are to be manufactured proper sealed scales and weights for weighing the castings, which shall be done at the expense of the Contractor, under the supervision of the inspector.

Blocking and Wedges.

SECTION No. 389. Each pipe over eight (8) inches inside diameter, unless otherwise ordered, shall be placed on two (2) blocks and four (4) wedges of hemlock timber, the wedges to rest on the blocks and the pipe on the wedges.

Timber for Blocking.

SECTION No. 390. The blocks and wedges shall be of sound hemlock timber; 48 and 36-inch pipe shall be laid on blocks 4 feet long, 12 inches wide and 6 inches thick, with wedges 18 inches long, 6 inches wide, 4 inches thick on one end and ½ inch thick on the other; 30 and 24-inch pipe on blocks 3 feet long, 10 inches wide and 5 inches thick, with wedges 15 inches long, 5 inches wide and 3½ inches thick on one end and ½ inch thick on the other end; 12 and 20-inch pipe on blocks 2 feet long, 8 inches wide and 4 inches thick, with wedges 12 inches long, 4 inches wide, 3 inches thick on one end and ½ inch thick on the other.

Joints.

SECTION No. 391. The spigot end of the pipe shall be inserted into the hub to within from one-fourth (¼) to one-eighth (⅛) of an inch of the full depth of the hub, and the space around the pipe shall be equalized so as to give as nearly as possible an equal space for the packing. The space between the pipe and hub shall be packed with clean, sound jute packing yarn, free from tar, far enough to leave the proper space for lead. The remaining space shall then be filled by running it full of lead to a depth of four (4) inches, with a bead outside of the face of the hub large enough to allow for caulking, so that when the joint is properly caulked the lead will be flush with the hub of the pipe. After the joint shall have been run with lead, it shall be caulked by means of proper tools, so as to make a water-tight joint.

Lead.

SECTION No. 392. The lead to be used shall be of the best quality of pure, soft lead, and in every respect suitable for the purpose.

Notice of Interruption To Be Given.

SECTION No. 393. In case it becomes necessary to cut any connection with any other main, house or hydrant, or in any way to interfere with the continuous and normal flow of water, due notice shall be sent at least forty-eight (48) hours in advance to the Engineer and to the Commissioner of Water Supply, and the Contractor shall, if so ordered, make a temporary by-pass or other arrangement to preserve the flow of water while breaking connections.

Connections Interfered With.

SECTION No. 394. All connections cut, interfered with or injured shall be restored under the directions of the Engineer, without delay, and in accordance with the rules and regulations of the Department of Water Supply governing such matters, to a suitable condition as good as existed before commencing work.

Stop Cocks, etc.

SECTION No. 395. Stop cocks, boxes, branches, curved pipe, and other specials according to the standards of the Department of Water Supply shall be set where necessary.

SECTION No. 396. For gas pipes, steam pipes, air pipes, mail tubes and any other pipes not herein enumerated, the standard weights and all other requirements shall be in accordance with the standard specifications and requirements of the several owners of such structures.

20.

Ducts.

Vitrified Ducts—Quality and Size.

Section No. 397. The ducts to contain cables for transmitting electricity shall be manufactured of the best clay, thoroughly mixed, burnt and vitrified, sound in all respects, straight and free from soft spots, stones, cracks or blisters liable to impair their strength or durability; in lengths generally of from eighteen (18) to thirty-six (36) inches; shorter lengths shall only be used as directed; generally in four-way form with circular holes, the diameter to be such as to pass a mandrel three and one-half (3½) inches in diameter; one, two or three-way ducts shall be used in special cases as determined by the Engineer. The interior surface of the holes to be smooth and clear of warts, tits, pits or blisters, which may tend to injure the electric cable in pulling the same through the duct. The ends to be cut smooth and at right angles to the axis of the duct and beveled on inside for three-quarters (¾) of an inch.

Thickness of Ducts.

Section No. 398. The outside walls and webs of four-way ducts to be three-quarters (¾) of an inch thick; the outside dimensions of ducts to be not less than nine and one-quarter (9¼) nor more than ten (10) inches, and constructed square on outer lines; the dimensions of single, two-way or three-way ducts shall be consistent with the above.

Ends Combed.

Section No. 399. The ends of ducts to be combed with two (2) sets of three (3) combings each, each combing to have a width of one-quarter (¼) of an inch and a depth of one-sixteenth (1/16) of an inch.

Glaze.

Section No. 400. The inside and outside of ducts to be thoroughly glazed in the most approved manner with good salt glaze.

Inspection.

Section No. 401. All ducts to be subject to inspection, both at the place of manufacture and on the work. All rejected ducts to be promptly removed by the Contractor at his expense.

How Laid.

Section No. 402. The ducts shall be laid in beds of cement mortar about one-quarter (¼) of an inch in thickness, with broken joints and with full bearing. Two (2) strips of thick unbleached muslin six (6) inches wide, and coated with neat cement mortar, shall be used to wrap each joint, the ends of the wrap to lap six (6) inches. The muslin shall be not less than 56 x 60 count, weight not less than four (4) ounces to the yard and width thirty-six (36) inches. In laying the ducts care must be taken to close abutting joints so that practically the ends of ducts shall be in contact on all sides. Where ducts are laid on curves, the wraps must be doubled if required, to protect the openings between the ends of the ducts on the outer line of the duct and to exclude all mortar from duct openings.

Mandrels.

Section No. 403. The ducts shall be laid with a linked mandrel of the length and diameter to be prescribed, the same accurately fitting the duct openings, the mandrel to be left in each duct until the next succeeding duct is laid.

Dowel Pins.

Section No. 404. The ducts shall be laid with dowel pins, at least two pins on the opposite sides horizontally.

Laid to Line.

Section No. 405. The ducts shall be so laid that the centre of the holes shall be true to line and grade.

To Be Rodded.

Section No. 406. After the ducts are laid, and sufficient time is given to allow the mortar in beds to set, they shall be rodded; all mortar or other foreign matter must be cleaned from the duct openings, leaving a clear and smooth opening. If obstructions are found in rodding the ducts which cannot be removed by cleaners, so as to give a clear and smooth opening sufficient to pass a three and one-quarter (3¼) inch mandrel, the ducts shall be removed and relaid; all ducts, during the construction and after being rodded, shall be plugged with suitable plugs, to be furnished by the Contractor. If wooden plugs are used they shall be immersed in water for at least eight (8) hours before being put in place.

Measurement and Payment for Vitrified Ducts.

Section No. 407. Tunnel ducts shall be paid for per duct foot in place at the price herein stipulated for tunnel ducts, Schedule Item 18, which price shall include the cost of furnishing, laying, rodding and all the material and work incidental thereto.

The tunnel ducts to be provided under Schedule Item 18, shall include only those intended solely for the purpose of the operation of the Railroad, but either those incorporated in the Railroad structure or those laid on top of it.

Duct Manholes.

Section No. 408. Duct manholes shall be built at the sides of the Railroad in connection therewith and as indicated on the plans. These manholes shall be generally at intervals of about four hundred and fifty (450) feet, and shall be on either or both sides of the Railroad as necessary, in accordance with the location of the duct lines. They may vary in form as may be necessary to accommodate the work to local conditions. Sliding steel doors of an approved type and with the necessary fittings shall be provided for all duct manholes. Such doors and fittings will be paid for as riveted steel, Schedule Item 19.

Duct Manholes At Stations.

Duct manholes will be built at the ends of the stations to provide for the passage of the ducts under the station platforms.

Section No. 409. At manholes the ducts will be laid to conform to the special conditions.

21.

Conduits.

Section No. 410. In all work where iron pipe conduits are installed for a part of their length in the structure and for another part as open construction, the ends of such runs shall be carried outside of said structure as open construction and shall terminate in outlet or junction boxes located by the Engineer.

Installation.

Section No. 411. The iron pipe conduits required by Section No. 410 will be built mainly in the walls, roofs or other parts of the stations; portions, however, of the runs will be left exposed, to be covered later by the station finish work.

Quality Iron Pipe Conduit.

Section No. 412. All iron conduits used for any purpose in connection with the work herein shall be of the best grade (Galvaduct or equal) standard weight wrought iron or steel piping, protected inside and out by a coat of zinc or enamel. It shall be delivered to the work in bundles of full length pipes, each length marked with the trade mark of the manufacturer. It shall bend cold 90 degrees about a radius equal to ten diameters without signs of flaw or fracture in either pipe or enamel.

Section No. 413. All conduits shall be carefully cleaned before and after erection, and all ends shall be reamed free from burrs, and inside surfaces shall be free from all imperfections liable to injure the cable.

Joints Water-Tight.

Section No. 414. All joints shall be made with standard couplings, well treated with red lead, and screwed up to make a water-tight job.

Built in Concrete, Etc.

Section No. 415. Conduits built into concrete or other parts of the structure shall be properly protected and supported, so that the same shall not be injured by the building operations.

Not Built in Concrete.

Section No. 416. Conduit not built into the structure shall be supported by approved pipe straps located not more than eight feet apart, or in any other manner designated by the Engineer, and they shall be kept boxed or otherwise suitably protected from injury.

Bends and Offsets.

Section No. 417. Bends and offsets may be made in the field if proper tools are used, but in no case shall deformed, split or crushed conduit be erected. Not more than two right angle bends shall be made between any two outlet boxes without special approval of the Engineer.

Measurement and Payment.

Section No. 418. Measurements for the above iron pipe conduits shall be per lineal foot of single conduit placed in the work—in accordance with the requirements—and payment for the same shall be as herein stipulated in Schedule Item 32.

Outlet and Pull Boxes and Payment for Same.

Section No. 419. All outlet and pull boxes shall be made of cast iron, with openings threaded for the conduit ends, and conduits shall be screwed into these openings and made up with red lead to effect a water-tight joint. Covers shall be of cast iron and water-tight, and no other boxes or covers shall be used except under special permission of the Engineer. The price for each cast iron outlet and pull box furnished and placed in the work shall be as herein stipulated in Schedule Items 33 and 33-A.

22.

Surfaces Restored.

Pavement to Be Restored.

Section No. 420. As soon as the structure in any excavation or trench made within a street shall be completed and the trench back-filled, a temporary pavement shall be laid and maintained in a condition satisfactory to the Engineer; and aftre the earth shall have become, in the opinion of the Engineer, sufficiently settled, the Contractor shall proceed to restore the surface to a condition similar to, and equally as good as, that existing previous to the commencement of construction.

Section No. 421. All the requirements as to street surface restored shall apply to the trenches for sewers, pipes or other subsurface structures along or off the line of the Railroad.

Other Sidewalks May Be Laid.

Section No. 422. Nothing contained in these specifications shall be understood or construed as prohibiting the Contractor from making any arrangement with the President of the Borough, or such other officer of the City of New York as may be in charge of street paving, to lay a better or other form of street pavement in the roadway between curb lines; or to make an arrangement with any property owner to lay another style of sidewalk, or other surface covering within curb lines, in place of the sidewalk or other surface covering taken up; in which case the Contractor shall file with the Commission a copy of his contract with such municipal officer or with such property owner, duly acknowledged in writing by both parties.

In case the municipal officer in charge of street paving, or any property owner desires to lay a pavement in the roadway between curb lines, or a sidewalk, or other surface covering within curb lines, affected by this contract, different from the one removed, and shall notify the Commission in writing that he has failed to make satisfactory arrangements for such work with the Contractor, then the Commission, in its discretion, may direct the Contractor to finish and dress off the filling over his work to such grade as the Engineer may select, and further direct him to remove from the area to be restored all material of whatever nature not required to be relaid, and to permit another contractor to lay such sidewalk or other surface covering; in which case the liability of the Contractor under this contract shall cease, as far as that part of his work is concerned, whenever the Engineer shall report to the Commission that the instructions of the Commission have been complied with, exactly the same as if the Contractor had fully completed the restoration as hereinbefore provided.

Payment for Street Surface Restored.

Section No. 423. Payment for street surface restored will be made as provided in Schedule Item 30 (a) within curblines, and Schedule Items 30 (d), (e), (f) and (g) between curb lines, which prices shall include the cost of restoring all curbs, manhole heads and covers, gratings, vault lights, etc., that formed a part of the original street surface.

Measurements.

Section No. 424. The measurement for payment for street surface restored will be to the net line of ordered excavation.

Outside of Net Lines.

Section No. 425. All other pavement outside of the net lines of ordered excavation, either along or off the line of the Railroad, that may have become damaged, directly or indirectly, as a result of the Contractor's operations, shall be restored by the Contractor at his own cost and expense to a condition similar to and equally good as that existing previous to the commencement of construction.

Where any grass plots or trees exist along any street occupied by the Contractor, proper precautions must be taken to protect them from injury. For every tree removed, injured or destroyed, the Contractor shall set out a new thrifty tree of the same kind as the tree removed, injured or destroyed, and not less than fifteen (15) feet in height and not less than three and one-half (3½) inches in diameter measured two feet above the surface of the ground, and in such position as the Commissioner of Parks shall indicate. All grass plots, shrubbery and other plants removed or affected by the construction of the Railroad shall be restored as soon as possible to as good a condition as existed before the commencement of the work. In replanting trees and the replanting of grass plots the Contractor must be governed by the reasonable requirements of the Commissioner of Parks or by other authorities specially charged with the care of these trees or grass plots, and the nature and depth of the soil to be placed therein must be as approved by such authorities and by the Commission. Payment for all the work covered in this paragraph shall be included in the price paid for street surface restored within curb lines, Schedule Item 30 (a), when such work comes within the net lines of ordered excavation. All such work outside of the net lines of ordered excavation, either along or off the line of the Railroad, shall be restored at the Contractor's own cost and expense.

23.

Gratings, Hand-Rails, Etc.

Steel Gratings.

Section No. 426. Steel gratings shall be provided and placed over fan and other ventilating chambers, and over station approaches, at places shown on the plans, or at other places if required by the Engineer. They will be constructed as shown on the detailed plans for gratings.

At Stations.

Steel gratings also shall be provided and placed over stations as prescribed in the preceding paragraph.

Gratings will be measured to the lines as constructed and payment therefor will be made as herein provided in Schedule Item 28, which price shall include the grating in place in the work, all frames and framing, and all incidental work.

Galvanized Iron Pipe Hand-rails—Measurement and Payment.

Galvanized iron pipe hand-rails, of one or more horizontal rails and supported on wall brackets or on pipe posts, will be placed in the Railroad over the benches containing the ducts, or at other points where directed by the Engineer. They shall be securely fastened to the wall, bench or floor of the tunnel by means of expansion bolts, and as shown on the contract drawings. Measurements for payment will be per lineal foot of pipe rail and posts in place of the work, complete, and at the price as stipulated in Schedule Item 27.

Vault Lights.

The roofs of the stations, where under sidewalks, shall, to as great an extent as possible, consist of vault light construction. These lights shall be made with lenses, not exceeding three (3) inches in diameter, of strong glass set in cement; they shall be provided with non-slipping treads, buttons or other devices all of design approved by the Engineer; and shall be of sufficient strength to carry, when supported in a manner similar to that in which they are to be permanently set, an equally distributed load of at least five hundred (500) lbs. per square foot without signs of failure, deformation or permanent set, when such test load is removed. The right is reserved to test at least one (1) frame or panel in every ten (10), as selected by the Engineer. Should the one (1) selected fail, another will be selected by the Engineer; and, if that fail, then the whole lot may be rejected. The vault light must be set in place with cement, lead or other means to be absolutely waterproof. Any tests required shall be at the Contractor's expense.

Measurement and Payment.

The area for payment for vault lights shall be to lines not exceeding one (1) foot outside of the inner faces of the supporting walls, and the price paid will be as provided in Schedule Item 29, which price shall include all material and work incidental to the completed vault lights in place.

24.

Special Matters.

Open Trench Excavation.

Section No. 427. The Contractor will be permitted to prosecute his work generally in open trench excavation without cover; but he must at all times, exclusive of such roadway space as he may require for the use of his own teams, keep two fifteen foot roadways open for public use, one on each side of Fourth Avenue next to the sidewalk curb.

Within the Park areas on Fourth Avenue the Contractor will be permitted to prosecute his work in open trench excavation.

No Ledge Rock.

Ledge rock in place will not be encountered on this Contract Section, but boulders allowed as rock, in accordance with Section No. 75, may be encountered, for which reason specifications for rock are included in this contract.

Parkway Spaces Not Restored as Parkways.

The existing Parkway spaces along Fourth Avenue will not be restored as Parkways; but, instead, except the spaces to be used for ventilating openings and station entrances, as shown on the plans, such Parkway spaces will be restored as roadway pavement between curb lines. The payment for such work will be made as provided in Schedule Items 30 (d), (e), (f) and (g), which prices shall include the furnishing in place, of new blue stone curbs around the ventilating and station entrance spaces shown on the plans, as well as all other matters referred to in Section No. 423. The payment for restoring the surfaces within the curb lines in the ventilating and station entrance spaces will be made as provided in Schedule Items 30 (a) and 28.

Remove Portions of Contract Section No. 11-A-4.

The Contractor will be required to furnish all the labor and material and do all the work necessary to remove and reconstruct the contiguous portions of Contract Section No. 11-A-4, so as to provide for a connection with this Contract Section in accordance with the plans. The general character of this work will consist of the cutting of concrete to permit the construction of the additional track or tracks; the removal of all existing concrete bulkheads, interior partition walls, and recesses that may be required for riveting; the removal of all brick work from recesses for roof beams and temporary arches in side walls; the removal of the 4-inch hollow tile work on the easterly side of the present walls; the removal of any waterproofing that may have adhered to the concrete walls after the removal of the hollow tile has been accomplished and the resurfacing of the face of such wall with neat cement, including all the work which may be necessary, such as washing, trowelling or floating the cement plaster to produce a finished appearance similar to the existing walls; the necessary drilling of field holes for the connection of the steel required for the additional track or tracks to the existing structure; and to do any other thing which may be required to complete the work described. This work will be paid for at the prices stipulated for the various classes of work or material applicable thereto in the Schedule of unit prices, including the special Schedule Items 7-A, 9-B, 9-C, 11-A, and 20-A.

IV.

SECURITY TO BE FURNISHED BY CONTRACTOR.

Contractor's Bond.

Article XXVII. Simultaneously with the execution of this contract the Contractor shall give security for the performance of his obligation by filing with the Comptroller a bond in the form annexed hereto, entitled, "Form of Bond," executed by the Contractor and by two or more sureties to be corporations or persons approved by the Commission in the sum of Forty thousand ($40,000) dollars. In case any of the surities upon the bond shall become insolvent or unable in the opinion of the Commission to pay promptly the amount of such bond to the extent to which such surety might be liable, then the Contractor within ten days after notice by the Commission to the Contractor shall, by supplemental bond or otherwise, substitute another and sufficient surety to be approved by the Commission in place of the surety so insolvent or unable. If the Contractor shall fail, within such ten days, or such further time as the Commission may grant, to substitute another and sufficient surety, then the Contractor shall, for all the purposes of this contract, be deemed to be in default in the performance of his obligations hereunder and upon the said bond, and the Commission may terminate the contract or may bring any proper suit or proceeding against the Contractor and the sureties, or either of them, or may require to be deducted from any moneys then in, or thereafter coming into, the hands of the City and due to the Contractor the amount for which the surety insolvent or unable as aforesaid shall have justified on the bond; and the moneys so deducted shall be held by the Comptroller as collateral security for the performance of the condition of the bond.

Deposit of Cash or Securities.

*Article XXVIII. The Contractor may at his option deposit with the Comptroller in lieu of said bond or of any part thereof, an equal amount in cash or in value of securities. If securities be deposited they shall be securities of which a schedule shall be hereto annexed, entitled Schedule of Securities, and there shall be deposited with them the written approval of the Commission which it shall give when satisfied as to the character thereof. In case any of the securities so deposited shall, in the opinion of the Commission, at any time cease to be of the character of securities in which the savings banks of the State of New York are then authorized by law to invest moneys, or shall, in the opinion of the Commission, at any time become of less value than the value stated for it or them in said schedule,—then within ten days after notice to the Contractor of the objection of the Commission, the Contractor shall either substitute therefor securities which shall be approved by the Commission as of the character aforesaid and as being of at least the value of the former securities to which the Commission shall have objected as such value was originally stated in the said schedule, or shall deposit with the Comptroller in cash the amount of such value of such former securities as so originally stated. In case the Contractor shall not within such ten days substitute such new securities, he shall, if the Commission so elect, be deemed to be in default in the performance of his obligations under this contract; and in addition to any and all other remedies against the Contractor or his sureties, the Commission may require the Comptroller to deduct from any moneys then due or which thereafter may become due to the Contractor under this contract, the amount of the original valuation of such securities objected to, and to hold such amount in lieu of such securities, as if part of the original deposit or as if deposited with the Comptroller as aforesaid, and such amount shall in such case be deemed to be paid to the Contractor upon the contract. The securities so objected to shall upon such substitution of securities or deposit of cash in lieu thereof be returned to the Contractor.

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*Articles XXVIII to XXXII inclusive will form part of the contract only in case the Contractor elects to deposit cash or securities in lieu of a bond or to deposit corporate stock of The City of New York in lieu of retained percentages.

The City shall from time to time collect all interest, dividends or other profits or income on any securities deposited by the Contractor, and shall, when and as collected, pay the same to the Contractor. If the securities are in the form of coupon bonds the coupons as they respectively become due shall be delivered to the Contractor. If the deposit be made in cash, interest shall be paid to the Contractor at the average rate of interest received by the City on its bank balances during such period. Provided, however, that the Contractor shall not be entitled to interest, dividends or other profits or income on any securities the proceeds of which shall be used or applied as hereinafter provided.

Security For.

Article XXIX. The said deposit whether in cash or securities, in the form and as the same shall at any time be, shall be security for the faithful performance by the Contractor of all the covenants, conditions and requirements specified and provided for in this contract. In case of any default on the part of the Contractor in such performance, and in the further case that the City shall for or by reason of such failure, whether by reason of employment of another contractor or contractors or otherwise, incur or become liable for expense through such default as hereinafter provided, then the Comptroller shall forthwith pay or apply to the use of the City the amount of such expense out of the said deposit in cash or securities or out of the portion of the deposit remaining at the time.

Sale of Securities.

Article XXX. The Comptroller shall, upon the requirement of the Commission, in order to make such payment or application to the use of the City, sell at public auction in The City of New York any of the securities which may then constitute part of such deposit upon notice to be published in three daily newspapers, the first publication to be as much as ten days before the sale and such publication to be made three times within such ten days. Any such sale shall be adjourned from time to time if requested by the Commission. The Comptroller shall, upon the requirement of the Commission, deduct from the proceeds of any such sale, all expenses thereof and of such advertisement, and pay and apply to the use of the City so much of the residue of such proceeds as may be necessary for the purpose aforesaid. And the Contractor within ten days after notice from the Commission so to do shall (unless the time be extended by the Commission) by further deposit, according to the requirement of the Commission, of money or securities of the character aforesaid approved by the Commission restore the said deposit with the Comptroller to the full amount originally required. In addition to, or in lieu of, the sale above provided for, the Commission may, in the name of and in behalf of the City, bring any appropriate suit or proceeding in any proper court to enforce the lien and claim of the City in and upon the said deposit, whether such deposit be in money or securities.

Retention of Security.

Article XXXI. If at any time when the Contractor shall otherwise be entitled to a return of the said deposit, there shall be pending any claim for damages or loss caused to others by the negligence, fault, or default of the Contractor, for which it shall be claimed that the City shall be liable, then and in that case the said deposit, or such part thereof as the Commission shall prescribe, shall, upon the requirement of the Commission, be reserved by the Comptroller for a reasonable time as security to the City against such claims. And the amount of any such damages or costs paid by the City to others or for which the City shall be liable to others, shall be deducted from the said deposit before the same shall be returned to the Contractor as hereinafter provided.

On Completion of Works.

Article XXXII. When the Contractor shall have fully completed the Works according to the terms of this contract and the Commission shall so certify, the Comptroller shall pay and deliver to the Contractor the said deposit, or so much thereof as shall not have been reserved or used or applied for any of the purposes above mentioned.

Retained Percentages.

Article XXXIII. In addition and as further security there shall be deducted fifteen percentum (15%) of the amounts certified from time to time to be due to the Contractor until the amount so deducted and retained shall equal the sum of one hundred and seventy-five thousand ($175,000) dollars. Thereafter there shall be so deducted and retained for such purpose ten percentum (10%) of amounts certified from time to time to be due to the Contractor. The Contractor may from time to time withdraw portions of the amounts so to be retained upon depositing with the Comproller corporate stock of The City of New York of a market value equal to the amount so withdrawn, in which event the provisions of this chapter in respect of securities shall also apply to such corporate stock.

PAYMENTS TO CONTRACTOR.

Partial Payments.

Article XXXV. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the work progresses, but not oftener than once a month, make in writing an estimate, such as in his opinion shall be just and fair, of the amount and value of the work done and materials incorporated in the work by the Contractor according to the terms of this contract (but it is understood that in making such estimates the Engineer shall not necessarily be governed by the unit prices contained in the Contractor's proposal), provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work is not proceeding in accordance with the contract. The first such estimate shall be of the amount and value of the work done and materials incorporated in the work since the Contractor commenced the performance of this contract on his part. Every subsequent estimate except the final estimate shall be of the amount and value of the work done and materials incorporated in the work since the last preceding estimate was made, provided, however, that no such estimate shall be required to be made when, in the judgment of the Engineer, the total value of the work done and materials incorporated in the work since the last preceding estimate amounts to less than ten thousand ($10,000.00) dollars. The Engineer shall further include accepted structural iron and steel delivered on the site of the work, or on property owned or leased by the City, but not incorporated in the work, at the rate of forty ($40) dollars per ton of two thousand pounds. But the quantity of such structural iron and steel included in any partial estimate shall not exceed the quantity of such material, as determined by the Engineer, required for the ensuing six months, and any material included in a partial estimate which may subsequently become unsatisfactory shall be deducted from succeeding partial estimates. No materials not incorporated in the work, excepting such structural iron and steel, shall be included in partial estimates.

Not by Strict Measurement.

Article XXXVI. Such estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method and partly by the other, and it shall be sufficient if they are approximate only.

Vouchers.

Article XXXVII. Upon each such estimate being made and certified in writing to the Commission, the Commission shall forthwith prepare and certify a voucher for eighty-five or ninety per cent. of the amount stated in such estimate or certificate to be the value of the work done and materials furnished as provided in Article XXXIII, and the City shall within thirty (30) days after the date of the certification of such voucher by the Commission pay the same; provided, however, that the City may at all times reserve and retain from said partial payments or any of them, in addition to the ten or fifteen per cent. above mentioned to be retained and reserved, any sum or all sums which by the terms hereof, or of any law of the State of New York passed prior to the date hereof, it is or may be authorized to reserve or retain.

Final Estimate.

Article XXXVIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part, the Engineer shall so certify, in writing, to the Commission, and in his certificate shall state, from actual measurements, the whole amount of work done by the Contractor, and also the value of such work under and according to the terms of this contract. On the expiration of ninety (90) days after the acceptance by the Commission of the work herein agreed to be done by the Contractor, and the filing of a certificate of the completion and acceptance of the work in the office of the Comptroller, signed by the Engineer and the Commission, the City shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the last-mentioned certificate, all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract, and also any sum or all such sums of money as by the terms hereof the City is or may be authorized to reserve or retain; provided, that nothing herein contained shall be construed to affect the right, hereby reserved, of the Commission to reject the whole or any portion of the aforesaid work, should the said certificate be found, or known to be, inconsistent with the terms of this contract, or otherwise improperly given. All prior certificates upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate, which final certificate may be made without notice thereof to the Contractor, or of the measurements upon which it is based.

Interest in Case of Delayed Payments.

Article XXXIX. If the payment of the amount due the Contractor on any voucher shall be delayed beyond the time stipulated in Article XXXVII in the case of partial payment, or Article XXXVIII in the case of final payment, the City shall pay the Contractor interest on such amount at the rate of four and one-half (4½) per cent. per annum for the period of such delay; it being understood that such payments of interest, if any, are to be in lieu of any claim of the Contractor for alleged damages for breach of contract or otherwise in case of delayed payments. The terms for which interest shall be paid shall be reckoned, in the case of a partial payment from the thirtieth day after the certification of such voucher by the Commission, and in the case of a final payment from the ninetieth day after the acceptance of the work by the Commission, to the date of payment of the voucher. The date of payment of a voucher shall be considered the day on which the voucher is ready for payment as evidenced by the records of the Department of Finance. If interest shall become due on any partial payment the amount thereof, as determined by the Commission, shall be added to a succeeding payment. If interest shall become due on a final payment it shall be paid on a supplementary voucher prepared by the Commission and forwarded to the Comptroller for payment in the usual manner.

No Estoppel.

Article XL. The City shall not, nor shall any Department or officer thereof, be precluded or estopped by any return or certificate made or given by the Commission, any Engineer, or other officer, agent or appointee theerof under any provision of this contract, from at any time either before or after the final completion and acceptance of the work and payment therefor pursuant to any such return or certificate, showing the true and correct amount, quality and character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications; and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with this contract or the specifications.

No Waiver.

Article XLI. Neither the acceptance of the Commission or its Engineer, or any of its employees, nor any order, measurement or certificate by the Engineer, nor any order by the Commission for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the Engineer or the Commission, nor any extension of time, nor any possession taken by the Commission, or its employees, shall operate as a waiver of any portion of ths contract or of any power herein reserved to the Commission, or any right to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.

Final Payment to Terminate Liability of City.

Article XLII. The acceptance by the Contractor of the last payment aforesaid shall be and shall operate as a release to the City, from all claim and liability to the Contractor for anything done or furnished for, or relating to, the work, or for any act or neglect of the Commission, the City or of any person relating to or affecting the work, except only the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided in this contract.

Contractor's Claims for Damage—Statements of Damage to be Filed with Engineer.

Article XLIII. If the Contractor shall claim compensation for any damage sustained by reason of the acts of the Commission, or its agents, he shall, within ten days after the sustaining of such damage, make a written statement of the nature of the damage sustained to the Engineer. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and amount of such damage, and, unless such statement shall be made as thus required, his claim for compensation may be forfeited and invalidated, and he shall not be entitled to payment on account of any such damage.

Lien Law.

Article XLIV. If at any time before or within thirty (30) days after the whole work agreed herein to be performed and all the labor and material herein agreed to be delivered have been performed or delivered or completed and accepted by the City any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this contract shall file with the Commission and with the Comptroller of the City any such notice as is described in the Lien Law, the City shall retain until the discharge thereof from moneys under its control so much of such moneys as shall be sufficient to satisfy and discharge the amount in such notice claimed to be due, together with the costs of any action or actions brought to enforce such lien created by the filing of such notice.

VI

CONTRACTOR'S LIABILITY FOR INJURIES TO PERSONS OR PROPERTY.

Contractor Approves Plans as Involving no Damage.

Article XLV. The Contractor expressly admits and covenants to and with the City that the plans and specifications and other provisions of this contract, if the work be done without fault or negligence on the part of the Contractor, do not involve any danger to the foundations, walls or other parts of adjacent or overhead buildings or structures or surfaces; and the Contractor will at his own expense make good any damage that shall, in the course of construction, be done to any such foundations, walls or other parts of adjacent or overhead buildings or structures or surfaces. The liability of the Contractor under this covenant is absolute and is not dependent upon any question of negligence on his part, or on the part of his agents, servants or employees, and the neglect of the Engineer to direct the Contractor to take any particular precautions or to refrain from doing any particular thing, shall not excuse the Contractor in case of any such damage.

Traffic to be Maintained.

Article XLVI. The Contractor shall during the performance of the work safely maintain the traffic on streets, avenues, highways, or other public places as provided in the specifications, and shall take all necessary precautions to place proper guards for the prevention of accidents, and put up and keep at night suitable and sufficient lights.

Indemnification for Accidents, Etc.

Article XLVII. The Contractor shall be solely responsible for all physical injuries to persons or property occurring on account of and during the performance of the work hereunder, and shall indemnify and save harmless the City from liability upon any and all claims for damages on account of such injuries to persons or property, and from all costs and expenses in suits which may be brought against the City for such injuries to person or property; it being distinctly understood, stipulated and agreed that the Contractor shall be solely responsible and liable for and shall fully protect and indemnify the City against all claims for damages to persons or property occasioned by or resulting from blasting or other methods or processes in the work of construction, whether such damages be attributable to negligence of the Contractor or his employees or otherwise.

Money Due the Contractor May be Retained to Meet Claims.

Article XLVIII. In case any claim shall be made by any person or corporation against the Contractor or the City for loss or damage to person or property as aforesaid, the amount of such claim or so much thereof as the Commission shall deem reasonable, shall, upon the requirement and in the discretion of the Commission, be retained by the Comptroller out of any moneys thereafter growing due to the Contractor hereunder (in addition to the other sums hereinbefore authorized to be so retained), as security for the payment of such claim or claims. If and when the liability of the City or the Contractor on such claim or claims shall have been established by a judgment of a Court of competent jurisdiction, or shall have been admitted by the Contractor to be valid, the said claim or claims shall be paid from the amount so retained and the balance, if any, paid to the Contractor. Should there be any unsatisfied claims for injuries to persons or property at the time when the final estimate for the work is made and returned, the Engineer shall have the right to retain out of said final estimate a sum in his judgment sufficient to protect the City in regard to all unsatisfied claims as aforesaid and in case the amount thus retained should be insufficient to pay the amount adjudicated to be due upon such claim the City may sue for and recover from the Contractor the amount or balance as a debt from the Contractor to the City. The Engineer may further, if in his judgment such a course is necessary, at the time of making the final estimate, and as a condition to making the same require the Contractor to continue his bond or other security or any part thereof, for a time not exceeding the time when such claims would be barred under the existing Statute of Limitations, as security against any claims then unsatisfied or not presented.

Examinations of Abutting Property.

Article XLIX. In order to safeguard the owners or tenants of abutting property and at the same time prevent unjust or fraudulent claims against the Contractor or the City in respect thereto, the Engineer shall cause a detailed examination of all adjacent or abutting property to be made before construction is begun. The owner or tenant of each parcel or his or their duly authorized representative, shall be invited by a notice in writing delivered to a person apparently in charge of the premises, to be present, and the Contractor, or his duly authorized representative, shall attend and with the Engineer shall make such detailed examination. A complete record of the existing conditions of each parcel shall be made in triplicate, signed by the Engineer and the Contractor, and one copy shall be delivered to the owner, one to the Contractor and one shall be retained by the Commission. At such times as the Engineer may direct, and upon the completion of the work, or upon notice to the Engineer by the owner or tenant that physical injury has occurred, further examination shall be made and the findings recorded and filed as above.

Damage to Works During Construction.

Article L. All risk of loss or damage to the Works, or to any part thereof, or to any of the materials, tools, implements or other things used in doing the work, prior to final completion, is assumed and shall be borne by the Contractor, and any such loss or damage shall be made good by the Contractor at his own cost, and the construction shall be carried forward by him in accordance with this contract, without additional cost to the City by reason of such loss or damage.

VII.

City to Secure Contractor Against Interference by Injunctions.

City's Assurances to Contractor of Right to Construct.

Article LI. The City hereby stipulates and covenants to and with the Contractor that the City will secure and assure to the Contractor, so long as the Contractor shall perform the stipulations of this contract, the right to construct the Railroad as prescribed in this contract free of all right, claim or other interference, whether by injunction, suit for damages or otherwise, on the part of any owners, abutting owner, or other person; but not including any interference, legal or otherwise, by patentees or persons claiming to be patentees of tools, methods or appliances.

Claims for Infringement of Patents.

Article LII. The Contractor shall hold himself responsible for any claims made against the City for any infringement of patents by the use of patented articles in the performance and completion of the work, or of any process connected with the work agreed to be performed under this contract, or of any materials used upon the said work; and shall save harmless and indemnify the City for all costs, expenses and damages which the City shall be obliged to pay by reason of any infringement of patents used in the performance and completion of the work.

VIII.

Time for Completion, Damages for Delay, Etc.

Commencement and Completion of Work.

Article LIV. Time is of the essence of this contract. The Contractor shall begin actual work within sixty (60) days after the delivery of this contract. The entire work covered by this contract shall be completed in all respects within twenty-four (24) months from the date of delivery of this contract.

Price to be Reduced for Delay.

Article LV. In the event of delay in completion of the Works beyond the period herein prescribed, or beyond the period to which such time may be extended by resolution of the Commission for good cause shown, the City shall—whether the working force be increased as provided in the specifications or not—be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, especially in view of the fact that the Railroad herein contracted for is only a part of a complete system, the remainder of which is to be constructed under other contracts, it is hereby expressly agreed that damages shall be liquidated and paid by reducing the price to be paid the Contractor as follows: From the amounts which shall become payable to the Contractor after the expiration of the periods above limited (but not including the retained percentages from amounts theretofore certified to be due) there shall be deducted and retained by the City the following percentages: From the amount due for the first month after the expiration of such periods one (1) per centum thereof; from the amount due for the second month after the expiration of such periods two (2) per centum thereof; from the amount due for the third month after the expiration of such periods three (3) per centum thereof; from the amount due for the fourth month after the expiration of such periods four (4) per centum thereof; similarly from any amounts which may subsequently become due there shall be deducted a percentage, the rate of which shall equal the number of months which may have elapsed between the expiration of the periods above limited and the time when such payments shall become due. These amounts shall be deducted and retained by the City and are hereby agreed upon and determined as the measure of liquidated damages (and not as a penalty) to the City. But in case the Contractor shall be delayed by reason of any labor strike not caused or instituted or provoked by the Contractor, or by any subcontractor, agent or representative of the Contractor (which fact the Contractor shall prove to the satisfaction of the Commission), or in case the Contractor shall be delayed by any injunction or by any interference of public authority, and in case the Contractor cannot, notwithstanding such injunction or interference, with reasonable diligence make up for the delay so occasioned by speedier work when the Contractor shall not be so interfered with, then the said date for completion shall be extended by resolution of the Commission to a date later than the expiration of the said period by the amount of the time of such delay.

Commission May Intervene in Case of Injunction.

Article LVI. But no injunction, strike or interference of public authority shall be ground for such extension except if and from the time when the Contractor shall give the Commission notice of the injunction or other cause of delay, with copies of the injunction or other orders and of the papers upon which the same shall have been granted. The Commission and the City or either shall be accorded the right to intervene or become a party to any suit or proceeding in which any such injunction shall be obtained, and to move to dissolve the same or otherwise, as the Commission or City may deem proper. If necessary the Corporation Counsel or the Counsel to the Commission or both shall be authorized by the Contractor to appear, for that purpose, as counsel or attorneys for him.

In Case of Variation of Quantities.

Article LVII. The time stipulated within which to complete the Works is based upon the quantities of the various items entering into the work as stated in the form of proposal, which are given solely for the purpose of classifying bids. In case these quantities are exceeded or diminished then an extension or diminution of the term of this contract shall be made. It is, however, understood and agreed that in case an increase in any one item is balanced or offset by diminution of other items, no change in the term shall be made, and in any event the Engineer shall determine the amount of extension or diminution of time in respect of the relative increase or reduction in the quantities involved in the final completion.

Suspension of Work and Additional Time for Performance.

Article LVIII. The Commission reserves the right of temporarily suspending the execution of the whole or any part of the work herein contracted to be done, if it shall deem it for the interest of the City so to do, without compensation to the Contractor for such suspension, other than extending the time for completing the work as much as it may have been delayed by such suspension.

Extensions Not Cumulative.

Article LX. It is expressly understood, however, that the periods of extension referred to herein shall not be cumulative, but only the single period of delay giving the greatest extension shall be taken into consideration.

Permission to Complete Contract Not a Waiver.

Article LXI. The permitting of the Contractor to go on and finish the work, or any part of it, after the time fixed for its completion, or after the date to which the time for completion may have been extended, or the making of partial payments to the Contractor after any such periods, shall in no wise operate as a waiver on the part of the City of any of its rights under this contract.

IX

Remedies in Case of Contractor's Default.

In Case of Default.

Article LXII. If the work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned, or the work sublet by him, otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Commission that the performance of this contract is unnecessarily or unreasonably delayed, or that the Contractor is wilfully violating any of the provisions or covenants of this contract, or of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof, or if the work be not fully completed within the time named in this contract for its completion, or within the time to which the completion of the contract may be extended by the Commission, the Commission may

May Take Charge of Work.

(1) Notify the Contractor, by a written notice, to discontinue all work, or any part thereof, under this contract, and thereupon the Contractor shall discontinue the work, or such part thereof, and the Commission shall thereupon have the right to contract for the completion of the Works in the manner prescribed by law, or to place such and so many persons as it may deem advisable, by contract or otherwise, to work, and complete the work herein described, or such part thereof, to take possession of and use any or all of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of his work, and to procure other materials for the completion of the same, and to charge the expense of said labor and materials to the Contractor. The expense so charged shall be deducted and paid by the City out of such moneys as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this contract, or any part thereof. And in case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, he shall pay the amount of such excess to the City; and in case such expense shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, he shall forfeit all claim to the difference; and when any particular part of the work is being carried on by the Commission, by contract or otherwise, under the provisions of this article of the contract, the Contractor shall continue the remainder of the work in conformity with the terms of this contract, and in such manner as in nowise to hinder or interfere with the persons or workmen employed, as above provided, by the Commission, by contract or otherwise, to do any part of the work or to complete the same under the provisions of this article of the contract. And

Or Proceed Upon Bond.

(2) The City may also proceed as to the Commission shall seem proper upon the bond or other security in its possession. And

Or May Bring Suit.

(3) The City may also bring any suit or proceeding for specific performance or for injunction or to recover damages or to obtain any relief or for any purpose proper under this contract.

X

Miscellaneous Provisions.

Changes in the Contract.

Article LXIII. No correction or change in this contract shall be made except by written instrument duly authorized by the Commission and consented to by the Contractor and by the sureties upon his bond; but this provision shall not limit or affect the right to prescribe variations whether of construction or location of route as in this contract elsewhere provided.

Members of Commission Not Liable.

Article LXIV. No claim shall be made by the Contractor against any member of the Commission personally by reason of this contract or of any of its articles or provisions.

Contractor Not to Assign, Sublet, etc.

Article LXV. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest in or to the same or any part thereof without the previous consent in writing of the Commission, and he shall not assign by power of attorney or otherwise any of the moneys to become due and payable under this contract unless by and with the like consent. If the Contractor shall without such previous written consent assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title or interest therein or any of the moneys to become due under this contract, to any other person, company or corporation, this contract may at the option of the Commission be revoked and annulled and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor and to his assignee or transferee; and no right under this contract or to any money to become due hereunder shall be asserted against the City in law or in equity by reason of any so-called assignment of this contract or any part thereof or of any moneys to grow due hereunder unless authorized as aforesaid by the written consent of the Commission; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the statutes of the State of New York.

Provisions in Case Commission Ceases.

Article LXVI. In case the Commission shall cease to exist the Legislature may provide what public officer or officers shall exercise the powers and duties of the Commission under and by virtue of this contract; and in default of such provision, such powers and duties shall be deemed to be vested in the Mayor of the City. In case any officer or officers other than the Commission shall hereafter have the powers of the Commission or any of them, then the provisions of this contract shall be applicable to such officer or officers to the extent to which the powers of the Commission shall appertain to such officer or officers, and any official act or determination of such officer or officers or of this Commission shall be sufficient hereunder, anything herein to the contrary notwithstanding, if the same be done or had by lawful vote or resolution or in such manner as the Legislature may from time to time prescribe.

Labor Law.

Article LXVII. The Contractor agrees to comply with the provisions of the Labor Law, including section 3 thereof as re-enacted by chapter 36 of the Laws of 1909. The Contractor further agrees and stipulates that no laborer, workman or mechanic in the employ of the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be permitted or required to work more than eight hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property; and further that the wages to be paid for a legal day's work as hereinbefore defined to all classes of such laborers, workmen or mechanics upon the work contemplated by this contract or upon any material to be used upon or in connection therewith, shall not be less than the prevailing rate for a day's work in the same trade or occupation in the Borough of the City, where the work hereby contemplated, about or in connection with which such labor is performed, is in its final or completed form to be situated, erected or used; and that each such laborer, workman or mechanic employed by the Contractor or by any sub-contractor or other person on, about or upon the work contemplated by this contract, shall receive such wages herein provided for. This contract shall be void and of no effect, unless the Contractor shall comply with the provisions of this section. In obedience to the requirements of section 14 of the Labor Law it is further provided that if the provisions of the said section 14 are not complied with, this contract shall be void.

All Necessary Legal Provisions Deemed Inserted Herein.

ARTICLE LXVIII. It is the intent and understanding of the parties to this agreement that each and every provision of law required to be inserted in this contract should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein; and if, through mistake or otherwise, any such provision is not inserted or is not inserted in correct form, then the contract shall forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law, and without prejudice to the rights of either party hereunder.

Provision in Case of Unlawful Provision.

ARTICLE LXIX. If this contract contains any unlawful provision not an essential part of the general structure of the contract and which shall not appear to have been a controlling or very material inducement to the making thereof the same shall be deemed of no effect, and shall upon the application of either party, be struck from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

In Witness Whereof, this contract has been executed for THE CITY OF NEW YORK by the PUBLIC SERVICE COMMISSION for the First District under and by resotion duly adopted by the Commission and the seal of the Commission has been hereto affixed and attested by its Secretary and these presents have been signed by its Chairman; and the CONTRACTOR has *[hereunto set hand and seal] [caused corporate seal to be hereto affixed and these presents to be executed by proper officers] the day and year first above written.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
By , Chairman.
Attest: , Secretary.

Acknowledgment for Commission.

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

On the day of , 1912, before me personally appeared William R. Willcox and Travis H. Whitney, to me known and known to me to be the said William R. Willcox, the chairman, and the said Travis H. Whitney, the secretary of the Public Service Commission for the First District; and the said William R. Wilcox and Travis H. Whitney, being by me duly sworn, did depose and say, each for himself and not the one for the other, the said William R. Willcox, that he resides in the Borough of Manhattan, in the City, County and State of New York, that he is the chairman of the said Commission and that he subscribed his name to the foregoing contract by virtue of the authority thereof; and the said Travis H. Whitney, that he resides in the Borough of Brooklyn, in the County of Kings, City and State of New York, that he is the secretary of the said Commission and that he subscribed his name thereto by like authority; and both the said William R. Willcox and Travis H. Whitney that they know the seal of the said Commission and that the same was affixed to the foregoing instrument by the authority of the said Commission and of a resolution duly adopted by the same.

Acknowledgments for Contractor.

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

On this day of , 1912, before me personally came to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

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

On this day of , 1912, before me personally appeared to me known, who, being by me first duly sworn, did depose and say: That he resided in , in the State of ; that he is of , the corporation described in and which executed the foregoing instrument; that he knew the corporate seal of said company; that one of the seals affixed to said contract was such corporate seal, and that it was affixed thereto by order of the Board of Directors of said company, and that he signed his name thereto by like authority.

FORM OF CONTRACTOR'S BOND, CONSTRUCTION OF A PART OF PROPOSED RAPID TRANSIT RAILROAD. ROUTE NO. 11-B, SECTION NO. 1.

Form of Contractor's Bond.

Route No. 11-B, Section No. 1.

Know all Men by these Presents, That
of
hereinafter called the Contractor, and
and
hereinafter called the Sureties are held and firmly bound unto The City of New York, hereinafter called the City in the sum of Forty thousand ($40,000) dollars lawful money of the United States of America, to be paid to the City, for which payment well and truly to be made the Contractor and the Sureties do hereby bind themselves and their, and each of their, executors, administrators, successors and assigns firmly by these presents, as follows: The Contractor to be so held and bound for the full amount of the said sum of Forty thousand ($40,000) dollars and each of the said Sureties to be so held and bound only for a portion of said sum, as follows:

The said
for the sum of
dollars ($); the said
for the sum of
dollars ($); the said
for the sum of
dollars ($); the said
for the sum of
dollars ($).

In witness whereof, the Contractor and the Sureties have hereunto set their hands and seals and such of them as are corporations have caused their respective seals to be hereto affixed and these presents to be attested by the proper officers, this day of 1912.

Whereas, The City by the Public Service Commission for the First District (hereinafter called the Commission) is about to enter into a contract with the Contractor bearing even date herewith for the construction of that portion of a Rapid Transit Railroad known as Section 1 of Route 11-B, extending from 40th Street and Fourth Avenue to 61st Street and Fourth Avenue, in the Borough of Brooklyn, in the City of New York, more particularly described in the said contract; and

Whereas, The City is about to enter into such contract with the Contractor upon the condition, and not otherwise, that this bond shall be given to the City, and upon the faith thereof.

Now, therefore, the condition of the foregoing obligation is such that if the Contractor shall fully perform the said contract, then this obligation shall be null and void, but else it shall remain in full force and virtue.

It is expressly agreed between the City and the Sureties (and it is upon such agreement that the City accepts this Bond) that the Sureties will and do waive any and every notice of default on the part of the Contractor; that they will and do permit the City to extend the time of the Contractor to make any payment or do any act; that no omission on the part of the City to give any notice of extension of time granted by or on behalf of the City shall be availed of by the Sureties or any of them as a defense upon this Bond; that the Sureties shall not set up or have any defense upon this Bond by reason of any alteration of the said contract unless such alteration shall be represented by a formal written instrument duly executed between the City and the Contractor which shall have been duly authorized by a vote of the Commission; and that in case of such alteration, however made, the same shall be a defense to the Sureties only to the extent of the actual injury or damage caused to the Sureties by said alteration.*

FORM OF CONTRACTOR'S PROPOSAL FOR CONSTRUCTION OF A PART OF A RAPID TRANSIT RAILROAD. ROUTE NO. 11-B, SECTION NO. 1.

Contractor's Proposal for the Construction of a Portion of a Rapid Transit Railroad.

Route No. 11-B, Section No. 1.

Notice—Sums of money must be written in words and also in figures, except in the schedules. There must remain annexed hereto:

- Copy of Invitation to Contractors
  Copy of Form of Contract
  Copy of Form of Bond

To the Public Service Commission for the First District:

1. The undersigned†
do hereby, in pursuance of the Invitation to Contractors, a copy of which is attached hereto, propose according to the terms thereof to enter into a contract in the form annexed hereto with The City of New York for the construction of Section No. 1 of Route No. 11-B, and to furnish all necessary labor, materials, machinery, tools, apparatus and other means of construction and perform all the work mentioned in the said contract at the unit prices for the several items as given in the following Schedule of Unit Prices, or as otherwise provided in the form of contract. It is understood that the quantities of various items specified in the following schedule are given as a basis for the uniform comparison of bids and are not in any way guaranteed or represented as correct or intended to be relied on, and they shall not be taken as final and shall form no basis for any claim in case they do not correspond with the final measurements or quantities. It is further understood that the Commission reserves the right to increase or diminish or to omit entirely any of the quantities of items as therein stated:

Schedule of Unit Prices.

Item.	Classification.	Unit Price.	Estimated Approximate Quantities.	This column not to be used by Bidder. Amount.
1	For earth excavation, above mean high water (except excavation for sewers and pipes), including the disposal of it, etc., per cubic yd..........................	......	405,000	....
2a	For earth excavation, both above and below mean high water, for sewers and pipes, including the disposal of it, etc., per cubic yd..........................	......	8,000	....
3	For rock excavation (except excavation for sewers and pipes), including the disposal of it, etc., per cubic yd.................	......	100	....
3a	For rock excavation for sewers and pipes, including the disposal of it, etc., per cubic yd.	......	100	....
4	For underpinning buildings, including all incidental work and material, per lineal front ft. of building underpinned as follows:			
	(a) For buildings less than seven stories in height, per front ft.....................	......	1,500	....
6	For concrete masonry in place, per cubic yd.	......	56,500	....
7	For protective concrete masonry in place outside of waterproofing, per cubic yd....	......	5,500	....
7a	For the removal of concrete masonry and all incidental work, per cubic yd........	......	50	....
8	For rubble stone masonry in place, per cubic yd.	......	50	....
8a	For dry rubble masonry, in place, per cubic yd.	......	50	....
9	For brick masonry, in place, per cubic yd..	......	20	....
9a	For vitrified brick masonry, in place, per cubic yd.	......	10	....
9b	For the removal of brick masonry and all incidental work, per cubic yd............	......	40	....
9c	For the removal of hollow tile masonry and all incidental work, per cubic yd........	......	170	....
10	For hollow terra cotta brick masonry, in place, per cubic yard....................	......	150	....
11	For grout of Portland cement, per barrel of Portland cement used..............	......	500	....
11a	For resurfacing concrete masonry with neat Portland cement mortar, per square yard.	......	1,200	....
12	For timber piles, in place, and prepared, per lineal ft.	......	1,000	....
13	For timber foundations, placed and fastened, per thousand ft. B. M.................	......	2M	....
14	For broken stone or gravel, in place, other than that used in concrete, per cubic yard	......	340	....
15	For waterproofing, treated woven fabric, laid with pitch or asphaltum, in place, as lows:			
	(a) For 1-ply, per square yd..............	......	15,000	....
	(c) For 3-ply, per square yd..............	......	38,000	....
16	For waterproofing, brick laid in asphalt mastic, in place, per cubic yd...............	......	2,000	....
17	For vitrified or cast-iron drain pipe, in place, as follows:			
	(a) For 12-inch vitrified pipe, per lineal ft.	......	100	....
	(b) For 10-inch vitrified pipe, per lineal ft.	......	100	....
	(c) For 8-inch vitrified pipe, per lineal ft.	......	7,400	....
	(d) For 6-inch vitrified pipe, per lineal ft.	......	200	....
	(e) For 4-inch vitrified pipe, per lineal ft.	......	100	....
	(f) For 8-inch cast-iron pipe, per lineal ft.	......	100	....
	(g) For 6-inch cast-iron pipe, per lineal ft.	......	100	....
	(h) For 4-inch cast-iron pipe, per lineal ft.	......	1,500	....
17a	For cast-iron pipe and fittings, including specials, "extra heavy," in place, as follows:			
	(c) For 6-inch, per lineal foot............	......	50	....

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*If the contractor is an individual, use the words enclosed in the first bracket; if a corporation, use the words enclosed in the second bracket.

*The execution of the bond must be duly proved before delivery in the form essential to proof to entitle a deed to record in the State of New York. Full affidavits of justification of sureties must be added.

† The bidder's name must be inserted here. If the bid is submitted by a corporation, the full legal title must be given here and a certified copy of the certificate of incorporation must be submitted, together with an affidavit showing the amount of stock paid in in cash and the names and addresses of the directors and principal officers. If it be a foreign corporation, proof must also be submitted of its authority to transact business in the State of New York. In case the bidder has already filed such papers with the Commission in connection with another bid he may so state and omit such papers in this instance. If the bid is submitted by a firm, the above blank must be filled up in the following form, "the firm of A. B. & Co., composed of A. B., C. D., etc." (giving the names of all the partners).

Item.	Classification.	Unit Price.	Estimated Approximate Quantities.	This column not to be used by Bidder. Amount.
18	For tunnel ducts, in place, as required by Section No. 407 of the specifications, per duct foot	......	405,600	....
19	For riveted steel, painted and erected, per ton of two thousand pounds	......	3,200	....
20	For steel beams and shapes with connections, painted and erected, per ton of two thousand pounds	......	4,000	....
20a	For drilling 15/16-inch holes in steel and all incidental work, per hole	......	1,200	....
21	For steel rods and bars built in concrete, per ton of two thousand pounds	......	500	....
24	For cast-iron columns, erected and painted, per ton of two thousand pounds	......	250	....
25	For miscellaneous iron castings, other than tunnel lining, such as manhole heads and covers, gratings, etc.; but not including castings for sewer work or pipes; in place, per ton of two thousand pounds	......	35	....
26	For special wire forms, in place, per pound.	......	2,200	....
27	For one and one-half inch (1½-inch) galvanized iron pipe hand rail, in place, including expansion bolts, etc., per lineal foot	......	7,200	....
28	For steel gratings for ventilation, in place, including frames, etc., per square foot	......	11,250	....
29	For vault lights, in place, per square foot	......	8,500	....
30	For street surface restored:			
	(a) Sidewalks, including curbs and all structures and growths therein or thereon, per square yard	......	6,500	....
	(d) For repavement of roadways between curb lines with macadam pavement, per square yard	......	2,600	....
	(e) For repavement of roadways between curb lines with asphalt pavement, per square yard	......	34,500	....
	(f) For repavement of roadways between curb lines with Belgian block pavement, per square yard	......	200	....
	(g) For repavement of roadways between curb lines with asphalt block pavement, per square yard	......	500	....
32	For wrought-iron electric conduits in place in stations, as follows:			
	(a) For three-fourths inch (¾-inch) wrought-iron, per lineal foot	......	7,100	....
	(b) For one and one-half inch (1½-inch) wrought-iron, per lineal foot	......	230	....
	(c) For two inch (2-inch) wrought-iron, per lineal foot	......	200	....
	(d) For one inch (1-inch) wrought-iron, per lineal foot	......	300	....
33	For cast-iron outlet boxes in place, in stations, each	......	470	....
33a	For cast-iron pull boxes in place in stations, each	......	22	....
34	For cast-iron pipe and fittings, including specials ("extra heavy"), in place, in stations, as follows:			
	(a) For six-inch (6-inch), per lineal foot	......	220	....
	(b) For three-inch (3-inch), per lineal foot	......	200	....
	SEWERS.			
	Vitrified and Cast-iron Pipe.			
37	For 12-inch vitrified pipe sewer, per lineal foot	......	2,300	....
38	For 15-inch vitrified pipe sewer, per lineal foot	......	250	....
39	For 18-inch vitrified pipe sewer per lineal ft	......	670	....
40	For 20-inch vitrified pipe sewer, per lineal ft	......	100	....
40a	For 22-inch vitrified pipe sewer, per lineal ft.	......	100	....
41	For 24-inch vitrified pipe sewer, per lineal ft.	......	150	....
42	For cast-iron sewer pipe (straight pipe) in place in the work, per ton of two thousand pounds	......	2	....
43	For cast-iron sewer pipe (special casting) in place in the work, per ton of two thousand pounds	......	2	....
43a	For 22½ in. x 15 in. egg-shaped pipe sewer, per lineal ft.	......	100	....
	Egg-Shaped Brick or Concrete Sewers			
44	For 3 ft. 0 in. x 2 ft. 0 in., per lineal ft.	......	100	....
45	For 3 ft. 6 in. x 2 ft. 4 in., per lineal ft.	......	100	....
46	For 3 ft. 9 in. x 2 ft. 6 in., per lineal ft.	......	500	....
49	For 4 ft. 6 in. x 3 ft. 0 in., per lineal ft.	......	100	....
	Circular Sewers—Brick or Concrete or Reinforced Concrete.			
56	For 5 ft. 0 in., per lineal ft.	......	480	....
	PIPES IN STREETS.			
	For Work and Material as Called for by Section No. 60 of the Specifications.			
	Water and Gas Pipes.			
	Water Pipes.			
	For water pipes in place, as follows:			
79	For 6-inch water pipe, per lineal ft.	......	45	....
84	For 20-inch water pipe, per lineal ft.	......	605	....
	Gas Pipes.			
	For gas pipes in place, as follows:			
90	For 4-inch gas pipe, per lineal ft.	......	2,680	....
92	For 8-inch gas pipe, per lineal ft.	......	105	....
95	For 16-inch gas pipe, per lineal ft.	......	105	....
96	For 20-inch gas pipe, per lineal ft.	......	60	....
	By-Passing Gas Pipes.			
99a	For by-passing pipes upon or below the street surface, in place, as follows:			
	(d) For 12-inch by-passing, per lineal ft.	......	150	....
	New Cast-iron Hub and Spigot Water and Gas Pipe.			
100	For new cast-iron hub and spigot straight pipe delivered on the work, per ton of two thousand pounds	......	9	....
101	For new cast-iron hub and spigot pipe, special castings, delivered on the work, per ton of two thousand pounds	......	1	....
	DUCTS IN STREETS.			
	Electric Ducts and Conduits in Streets.			
	(Other than tunnel ducts and street railroad ducts which are provided for in Item 18.)			
127	For electric ducts and conduits in place, as provided in Section No. 62 of the specifications, per duct ft.	......	210	....
127.	For wrought-iron pipe used as electric ducts and conduits in place, as provided in Section No. 62 of the specifications:			
	(a) For 2½-inch wrought-iron pipe, per lineal ft.	......	100	....
	(b) For 3-inch wrought-iron pipe, per lineal ft.	......	100	....
	(c) For 3½-inch wrought-iron pipe, per lineal ft.	......	0	....

(2) If this proposal is accepted, the undersigned will within ten days after delivery of notice, execute and deliver the contract with the City in the form aforesaid and at the same time will deliver to the Comptroller of The City of New York, pursuant to the terms of the said contract, *a bond, in the sum of forty thousand dollars ($40,000) in the form hereto annexed with the following named Sureties, viz.:**

(3) The Commission may cause any notice intended for the undersigned to be delivered at Room No. , on the floor of the building, No. , in the Borough of , in The City of New York. Such delivery shall be sufficient notice to the undersigned.

(4) At the time of delivering this proposal to the Commission the undersigned will separately deliver a certified check payable to the order of the Comptroller of The City of New York for the sum of fifteen thousand dollars ($15,000). If the Commission shall notify the undersigned that the Contractor's Proposal is accepted and that the proposed contract is consented to by the Board of Estimate and Apportionment, then if the undersigned shall fail within ten days thereafter or within such longer period as may be prescribed by the Commission to procure the above described bond to be duly executed and delivered or make the said deposit in cash or securities; or if the undersigned shall fail to procure the contract to be duly executed and delivered as aforesaid, then the Invitation to Contractors and this Contractor's Proposal shall constitute a contract binding the undersigned to pay to the City the damages by it sustained by reason of such failure of the undersigned, as provided in said Invitation to Contractors. And the undersigned hereby assigns to the City the said sum so specially deposited by the delivery of such certified check, subject only to the condition that if this Proposal shall not be accepted, or, if it shall be accepted and the undersigned shall within ten days after notice as aforesaid or any longer period prescribed by the Commission, execute the said contract and procure the said bond to be duly executed and delivered or make the said deposit in cash or securities, then the amount of the said check so specially deposited shall be returned to the undersigned.

(5) A notice of acceptance of this Proposal by the Commission addressed to the undersigned as aforesaid shall forthwith, at the option of the Commission, operate as against the undersigned as a complete making of a contract according to the form thereof as aforesaid, with the blanks therein contained filled in according to this Proposal.

(6) There are no persons interested with the undersigned in this Proposal, except†

(7) This Proposal is made without any connection with any other person making a proposal or bid for the same purpose, and is in all respects fair and without collusion or fraud. No member of the Board of Aldermen, head of Department, Chief of Bureau, Deputy thereof, or Clerk therein, or other officer of The City of New York, or any member or employee of the Public Service Commission for the First District is interested directly or indirectly, as contracting party, partner, stockholder, or otherwise in, or in the performance of, the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof.

Dated the , 1912.

AFFIDAVIT OF VERIFICATION.

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

being duly sworn, says: I am‡

the proposing Contractor above named. I have read the foregoing proposal. The same is in all respects true.

Sworn to before me this day of , 1912.

SCHEDULE OF SECURITIES.

(Note—If the bidder desires not to give a bond, but to deposit securities in lieu thereof, a description of the securities to be deposited for that purpose must be inserted below.

All securities when delivered must be payable to, or run in favor of, or be transferred to, the Comptroller of The City of New York.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 17, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On September 16, 1912, the Public Service Commission for the First District requested consent to the awarding to the Degnon Contracting Company, the low bidder, of the contract for the construction of Section 1, Route 11B, being that portion of the Fourth Avenue, Brooklyn, Rapid Transit Railroad, extending under 4th avenue from about 25 feet south of the centre line of 40th street to about 110 feet south of the centre line of 61st street, with stations at 45th, 53d and 59th streets.

In the communication the Public Service Commission requested that the limit to the amount of bonds to be made available to meet the requirements of said contract be set at $1,930,258.50, and that the Comptroller be directed to issue bonds to that amount.

I recommend that the Board of Estimate and Apportionment consent to the award of contract for Section 1, Route 11B and that it authorize corporate stock to be issued to the amount of $1,930,258.50 to meet the requirements of said contract.

Attached hereto is a resolution which prescribes a limit to the amount of bonds available for the contract and authorizes the necessary corporate stock.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 37 of the Rapid Transit Act, being chapter 4 of the Laws of 1891, as amended, and the provisions of section 45 of the Greater New York Charter, and the requisition of the Public Service Commission for the First District, duly made by said Commission on September 16, 1912, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between the Degnon Contracting Company and The City of New York, acting by the Public Service Commission for the First District, for the following purposes:

For the construction in the Borough of Brooklyn of Section 1, Route 11B, known as the Fourth Avenue Rapid Transit Railroad, beginning at a point under 4th avenue about twenty-five (25) feet south of the centre line of 40th street, at the southerly end of Contract Section No. 11A-4, now existing or being constructed, and extending thence southerly under 4th avenue to a point about one hundred and ten (110) feet south of the centre line of 61st street; with stations at 45th, 53d and 59th streets, at a cost not to exceed one million nine hundred and thirty thousand two hundred and fifty-eight dollars and fifty cents ($1,930,258.50); and be it further

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*The bidder may, under the Rapid Transit Act, deposit cash or approved securities, in lieu of a bond; and the bidder, if desirous of so doing, may so state here, and strike out the words in italics.

† Here insert the names and addresses of all persons interested with the bidder. If there are no such persons strike out the word "except."

‡ If the bidder is an individual, do not fill this blank; if the bidder is a firm, here say, "a member of the firm of "; if a corporation, say "the (President or other officer duly authorized) of the Company."

Resolved, That the Board of Estimate and Apportionment prescribes that the limit to the proceeds of corporate stock available for the said purpose shall be one million nine hundred and thirty thousand two hundred and fifty-eight dollars and fifty cents ($1,930,258.50); and be it further

Resolved, That the Comptroller be and he is hereby authorized and directed to issue corporate stock of The City of New York to the amount of one million nine hundred and thirty thousand two hundred and fifty-eight dollars and fifty cents ($1,930,258.50), at such rate of interest as the Commissioners of the Sinking Fund shall prescribe, the proceeds to the amount of the par value thereof to be applied to the purposes mentioned in the communication of the Public Service Commission for the First District to this Board, dated September 16, 1912.

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 Secretary presented the following communication from the Public Service Commission for the First District requesting, and report of the Comptroller recommending, that the Board consent to the award of the proposed contract to be entered into between The City of New York and the Degnon Contracting Company for the construction of Section 2 of Route 11-B of the 4th Avenue, Brooklyn, Rapid Transit Railroad—beginning under 4th avenue, Brooklyn, about 110 feet south of the centre line of 61st street and extending under 4th avenue to a point about 310 feet south of the centre line of 89th street, Brooklyn, and authorize the issue of $1,904,171.25 corporate stock to meet the requirements of said contract:

State of New York, Public Service Commission for the First District, Tribune Building, New York.

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

The Public Service Commission for the First District herewith transmits to you for your consent as required by law a proposed contract between The City of New York and Degnon Contracting Company for the constructon at the public expense of Section No. 2 of Route No. 11-B, being that portion of the proposed Fourth Avenue, Brooklyn, Rapid Transit Railroad which begins at a point under 4th avenue, in the Borough of Brooklyn, about one hundred and ten (110) feet south of the centre line of 61st street and extends thence southerly under 4th avenue to a point about three hundred and ten (310) feet south of the centre line of 89th street.

The Public Service Commission for the First District further requests your honorable Board to consent to the said contract herewith transmitted and to prescribe a limit to the amount of bonds available to meet the requirements of the said contract, to wit, the sum of one million nine hundred and four thousand one hundred and seventy-one dollars and twenty-five cents ($1,904,171.25), and also to direct the Comptroller of The City of New York to issue the bonds of said City at such a rate of interest as the Commissioners of the Sinking Fund of said City may prescribe for the purpose of providing the necessary means for construction at the public expense of the said portion of such railroad.

And the Public Service Commission for the First District does hereby, pursuant to section 45 of the Greater New York Charter, make request for the authorization of such corporate stock for the full amount sufficient to pay the entire estimated expense of executing such contract, to wit, the sum of one million nine hundred and four thousand one hundred and seventy-one dollars and twenty-five cents ($1,904,171.25).

In witness whereof the Public Service Commission for the First District has caused its official seal to be hereto affixed and attested by its Secretary and these presents to be signed by its Chairman this 16th day of September, 1912.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
By W. R. Willcox, Chairman.

Attest: Travis H. Whitney Secretary.

[SEAL]

Resolved, That this Commission hereby accepts the proposal of the Degnon Contracting Company, dated September 12, 1912, for the construction of Section No. 2 of Route No. 11-B, being that portion of the proposed Fourth Avenue, Brooklyn, Rapid Transit Railroad which begins at a point under 4th avenue, in the Borough of Brooklyn, about one hundred and ten (110) feet south of the centre line of 61st street and extends thence southerly under 4th avenue to a point about three hundred and ten (310) feet south of the centre line of 89th street, the aggregate of the unit prices in the proposal amounting to one million nine hundred and four thousand one hundred and seventy-one dollars and twenty-five cents ($1,904,171.25).

Resolved, That the Chairman and the Secretary be and they hereby are authorized on behalf of the Commission to execute a contract in the form attached to the said proposal and to deliver the same if and when consented to by the Board of Estimate and Apportionment and upon compliance by the said Degnon Contracting Company with the requirements of the Invitation to Bidders attached to the said proposal.

Resolved, That the Chairman and the Secretary be and they hereby are authorized and directed to request the Board of Estimate and Apportionment to consent to the said contract and to prescribe a limit to the amount of bonds available to meet the requirements of the said contract, to wit, the sum of one million nine hundred and four thousand one hundred and seventy-one dollars and twenty-five cents ($1,904,171.25), and also to request the said Board of Estimate and Apportionment to direct the Comptroller of The City of New York to issue the bonds of said City at such a rate of interest as the Board of Commissioners of the Sinking Fund of said City may prescribe, for the purpose of providing the necessary means for construction at the public expense of the said portion of such railroad and also to make request for the authorization of bonds for the full amount sufficient to pay the entire estimated expense of executing such contract, to wit, the sum of one million nine hundred and four thousand one hundred and seventy-one dollars and twenty-five cents ($1,904,171.25).

Resolved, That the Secretary give notice to the said Degnon Contracting Company that its proposal has been accepted and the contract awarded to it by this Commission, subject to its being consented to by the Board of Estimate and Apportionment as required by law.

Resolved, That it be referred to Counsel to the Commission to inquire into the sufficiency of the sureties and securities proposed to be given by the said Degnon Contracting Company and in behalf of the Commission to do any such act as may be necessary and incidental to the furnishing of proper securities.

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

I, Travis H. Whitney, Secretary of the Public Service Commission for the First District, do hereby certify that I have compared the above with the original adopted by said Commission on September 16, 1912, and that it is a correct transcript therefrom and of the whole of the original.

In testimony whereof I have hereunto subscribed my hand and affixed the seal of the Commission this 16th day of September, 1912.

[SEAL] TRAVIS H. WHITNEY, Secretary.

Public Service Commission for the First District—Invitation to Contractors and Forms of Contract, Bond and Contractor's Proposal for the Construction of a Part of the Fourth Avenue, Brooklyn, Rapid Transit Railroad (Route No. 11-B), Section No. 2.

Form finally adopted by the Commission August 14, 1912, and approved as to form by the Corporation Counsel and filed on commencement of advertisement of Invitation to Contractors.

INVITATION TO CONTRACTORS.

Part of Route No. 11-B.

The City of New York, acting by the Public Service Commission for the First District (hereinafter called "the Commission") invites proposals to construct Section No. 2 of Route 11-B, a part of the Fourth Avenue, Brooklyn, Rapid Transit Railroad.

The points within the City between which the said part is to run and the route or routes to be followed are briefly as follows:

Section No. 2. Beginning at a point under Fourth Avenue, in the Borough of Brooklyn, about one hundred and ten (110) feet south of the center line of 61st Street and extending thence southerly under Fourth Avenue to a point about three hundred and ten (310) feet south of the center line of 89th Street; with stations at Bay Ridge Avenue, 76th Street and 86th Street.

The general plan of construction calls for a subsurface railroad having four tracks from the northern end of the section to about 64th Street, and two tracks along the westerly side of Fourth Avenue for the remainder of the section. The details of the construction of the railroad and the appurtenances are more particularly indicated on the Contract Drawings.

Bidders will not be required to provide or lay tracks, ties or ballast, nor to do the station finish work.

The work of construction under the contract will include the construction of all necessary sewers and connections, along the route of the Railroad; also the necessary support, maintenance, readjustment and reconstruction of vaults adjacent to buildings, pipes, tubes, conduits, subways or other subsurface structures; the support and care, including underpinning where necessary, of all buildings, monuments, surface and subsurface railroads and other structures, etc., affected by or interfered with during the construction of the work; also the restoration of the sidewalks and roadways.

The method of construction, unless otherwise permitted by the Commission, will be partly by trench excavation without cover and partly by trench excavation with cover, as set forth in the form of contract.

Bidders must examine the form of contract and the specifications, maps and plans; must visit the location of the work and inform themselves of the present conditions along the line thereof and make their own estimates of the facilities and difficulties attending the execution of the proposed work.

For the information of bidders attention is called to a seeming considerable demand for fill along the water front in the Bay Ridge district.

A fuller description of the work to be done is set forth, and other requirements, provisions, details and specifications are stated, in the printed form of contract and in the Contract Drawings therein referred to. Printed copies of the form of contract, bond and contractor's proposal may be had on application at the office of the Commission, No. 154 Nassau Street, Borough of Manhattan, City of New York. The Contract Drawings may be inspected at the same office, and copies thereof may be purchased by prospective bidders on payment of five dollars ($5.00). The printed form of contract and the Contract Drawings are to be deemed a part of this invitation.

Partial payments to the Contractor will be made monthly as the work proceeds, as provided in the form of contract.

The Contractor will be required to complete the work as soon as practicable and within a period of twenty-four (24) months from the date of the delivery of the contract.

Sealed bids or proposals will be received at the office of the Commission at No. 154 Nassau Street, Borough of Manhattan, City of New York, until the 12th day of September, 1912, at twelve (12) o'clock noon, at which time, or at a later date to be fixed by the Commission, the proposal will be publicly opened.

Proposals must be in the form prescribed by the Commission, copies of which may be obtained at the office of the Commission.

A statement based upon estimate of the Engineer, of the quantities of the various classes of the work, and of the nature and extent as near as practicable of the work required is to be found in the schedule forming a part of the form of Contractor's Proposal. The quantities given in such schedule are approximate only, being given as a basis for the uniform comparison of bids, and no claim is to be made against the City on account of any excess or deficiency, absolute or relative, in the same, except as provided in the specifications and form of contract.

All proposals must, when submitted, be enclosed in a sealed envelope endorsed "*Proposal for Constructing Part of Rapid Transit Railroad—Route No.* 11-*B*, *Section No.* 2," and must be delivered to the Commission or its Secretary; and in the presence of the person submitting the proposal, it will be deposited in a sealed box in which all proposals will be deposited. No proposal will be received or deposited unless accompanied by a separate certified check drawn upon a national or state bank or trust company having its principal office in the City of New York, satisfactory to the Commission and payable to the order of the Comptroller of The City of New York for the sum of fifteen thousand ($15,000) dollars. Such check must not be enclosed in the envelope containing the proposal.

The Unit Prices must not be improperly balanced, and any bid which the Commission considers detrimental to the City's interests may be rejected.

No proposal, after it shall have been deposited with the Commission, will be allowed to be withdrawn for any reason whatever.

The award of the contract will be made by the Commission as soon as practicable after the opening of the proposals.

Bidders whose proposals are otherwise satisfactory, in case the sureties or securities named by them are not approved by the Commission, may substitute in their proposals the names of other sureties or securities approved by the Commission, but such substitution must be made within five (5) days after notice of disapproval, unless such period is extended by the Commission.

A bidder whose proposal shall be accepted shall, in person or by duly authorized representative, attend at the said office of the Commission within ten (10) days after the delivery of a notice by the Commission that his proposal is accepted and that the contract is consented to by the Board of Estimate and Apportionment, and such bidder shall then deliver a contract in the form referred to, duly executed and with its execution duly proved.

At the time of the delivery of the contract, the Contractor will be required to furnish security to the City by giving a bond for fifty thousand ($50,000) dollars At the option of the successful bidder cash or approved securities may be deposited instead of giving a bond. If securities are deposited in place of a bond under this contract, they must be of the character of securities in which Savings Banks may invest their funds and must be approved by the Commission.

The Contractor's bond must be in the form annexed to the form of contract.

In addition and as further security fifteen (15%) per centum of the amounts certified from time to time to be due to the Contractor will be deducted until the amounts so deducted and retained shall equal the sum of two hundred thousand ($200,000) dollars. Thereafter there shall be so deducted and retained for such purpose ten (10%) per centum of the amounts certified from time to time to be due to the Contractor. The Contractor may from time to time withdraw portions of the amounts so retained upon depositing *in lieu* thereof corporate stock of The City of New York equal in market value to the amount so withdrawn.

In case of failure or neglect to execute and deliver the contract or to execute and deliver the required bond or to make the required deposit, such bidder will, at the option of the Commission, be deemed either to have made the contract or to have abandoned the contract. In the latter case, the Commission will give notice thereof to such defaulting bidder, and the Commission may thereupon proceed to make another contract with such, if any, of the original bidders as, in the opinion of the Commission, it will be to the best interests of the City to contract with, or may by new advertisement invite further proposals. The defaulting bidder shall thereupon be liable to the City for all loss and damage by it sustained, including the excess, if any, of the amount it shall pay any other Contractor over the amount of the bid of such defaulting bidder.

If the Commission shall give notice to any bidder that his or its proposal is accepted and that the contract is consented to by the Board of Estimate and Apportionment, and if the bidder shall fail within ten (10) days thereafter or within such further period, if any, as may be prescribed by the Commission, to execute and deliver the contract and to execute and deliver the bond with sureties, or to make the required deposit, then the Invitation to Contractors and proposal accepted as aforesaid shall be a contract binding the bidder to pay to the City the damage by it sustained by reason of such failure, and in such case the bidder shall, by the terms of the proposal, absolutely assign to the City the ownership of the check accompanying his or its proposal as a payment on account of such damages.

All such deposits made by bidders whose proposals shall not be accepted by the Commission will be returned to the person or persons making the same within five (5) days after the contract shall be executed and delivered. The deposit of the successful bidder will be returned when the contract is executed and its provisions in respect of the bond or deposit are complied with.

The right to reject any and all bids is reserved.

New York, August 14, 1912.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
By William R. Willcox, Chairman.

Travis H. Whitney, Secretary.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.

Contract for the Construction of a Part of a Rapid Transit Railroad Route No. 11-B, Section No. 2.

Approved as to form this 14th day of August, 1912.

JOHN L. O'BRIEN, Acting Corporation Counsel.

RAPID TRANSIT RAILROAD.

Contract.

Route No. 11-B, Section No. 2.

Agreement made this day of , 1912, between The City of New York, hereinafter called the City, acting by The Public Service Commission for the First District, hereinafter called the Commission, party of the first part, and The Degnon Contracting Co., hereinafter called the Contractor, party of the second part.

Whereas, the Commission in behalf of the City by due advertisement, pursuant to law, has invited contractors to submit to the Commission proposals for making this contract; and

Whereas, the Contractor has thereupon duly submitted to the Commission a proposal, which has been accepted; and

Whereas, the Board of Estimate and Apportionment of The City of New York has consented to this contract;

Now, therefore, in consideration of the mutual covenants and agreements hereinafter contained, and under the authority of chapter 4 of the laws of 1891, entitled "An Act to provide for Rapid Transit Railways in Cities of over One Million Inhabitants," and of the various acts amending the same, the parties do hereby, the City for itself and its successors and the Contractor for itself, its successors and assigns

Agree each with the other as follows:

I.

GENERAL PROVISIONS AND DEFINITIONS.

Outline of Contract.

Article I. The Contractor agrees to construct the part hereinafter described of a Rapid Transit Railroad, with its appurtenances. The City agrees to pay the Contractor the sums of money hereinafter mentioned at the times and in the manner and upon the terms and conditions hereinafter set forth.

Brief Description of Works.

Article II. The Railroad to be constructed under this contract forms a part of a certain route adopted by the Board of Rapid Transit Railroad Commissioners for The City of New York on May 12, 1905, and which is known as Route No. 11-B of the Fourth Avenue, Brooklyn, Route. The part to be constructed under this contract consists of

Section No. 2.

Section No. 2, Fourth Avenue from 61st Street to 89th Street.

Beginning at a point under Fourth Avenue, in the Borough of Brooklyn, about one hundred and ten (110) feet south of the center line of 61st Street and extending thence southerly under Fourth Avenue to a point about three hundred and ten (310) feet south of the center line of 89th Street; with stations at Bay Ridge Avenue, 76th Street and 86th Street.

The precise location of the tracks and the dimensions and other characteristics of the Railroad are more fully stated in the specifications forming a part of this contract, and in the detailed drawings and plans hereinafter mentioned.

Statutes Incorporated Herein.

Article III. This contract is made pursuant to the Rapid Transit Act, which is to be deemed a part hereof as if it were incorporated herein.

Marginal Notes, etc.

Article IV. Titles, headings, running headlines and marginal notes are printed hereon merely for convenience and shall not be deemed to be any part of this contract for any purpose whatever.

Definitions of Words.

Article V. The following words and expressions used in this contract shall, except where by the context it is clear that another meaning is intended, be construed as follows:

"City."

(1) The word "City" to mean The City of New York, and any other corporation or division of government to which the ownership, rights, powers and privileges of The City of New York under the Rapid Transit Act shall hereafter come, belong or appertain.

"Commission."

(2) The word "Commission" to mean the Public Service Commission for the First District, and any other board, body, commission, official or officials, to which or to whom the powers now belonging to the said Commission in respect of the location, construction, equipment, maintenance and operation of Rapid Transit Railroads under the provisions of the Rapid Transit Act shall, by virtue of any act or acts, hereafter pass or be held to appertain.

"Contractor."

(3) The word "Contractor" to mean the party of the second part to this contract, and its successors and assigns and any and every person or corporation who or which shall at any time be liable in the place or for the part of the second part to perform any obligations under this contract assumed by the said part of the second part. For convenience the Contractor is hereinafter referred to as if the Contractor were an individual. The word "he" shall, as the sense may require, include "it," "she" and "they"; the word "him" shall include "her," "it" and "them"; and the word "his" shall include "its," "her" and "their."

"Comptroller."

(4) The word "Comptroller" to mean the Comptroller of The City of New York, and the officer or board to whom or to which his powers now existing under the Rapid Transit Act shall come to appertain.

"Engineer."

(5) The word "Engineer" to mean the Chief Engineer of the Commission or his duly authorized representative and any successor or successors duly appointed or any deputy or substitute for him who shall be appointed by the Commission or by its authority.

"Rapid Transit Act."

(6) The words "Rapid Transit Act" to mean chapter 4 of the laws of 1891 as amended by chapters 102 and 556 of the laws of 1892, chapters 528 and 752 of the laws of 1894, chapter 519 of the laws of 1895, chapter 729 of the laws of 1896, chapter 616 of the laws of 1900, chapter 587 of the laws of 1901, chapters 533, 542, 544 and 584 of the laws of 1902, chapters 562 and 564 of the laws of 1904, chapters 599 and 631 of the laws of 1905, chapters 472, 606 and 607 of the laws of 1906, chapter 429 of the laws of 1907, chapter 498 of the laws of 1909, chapters 205, 504, 505 and 506 of the laws of 1910, chapter 888 of the laws of 1911 and chapter 226 of the laws of 1912, or as heretofore otherwise amended.

"Railroad."

(7) The word "Railroad" to mean the part which the Contractor agrees by this contract to build, together with all appurtenances thereto which are to be constructed or provided by the Contractor.

"The Works."

(8) The words "the Works" to mean all of the matters and things herein agreed to be furnished or done by or on the part of the Contractor.

"New York."

(9) The words "New York" to mean the City of New York according to its boundaries at the date of this contract.

"Daily Newspaper."

(10) The words "daily newspaper" to mean any paper regularly published in New York on every day or every day except Sundays and holidays.

"Notice"—"Direction."

(11) The word "notice" to mean a written notice. The word "direction" to mean a written direction.

Wherever in the specifications or upon the drawings the words "directed," "required," "permitted," "ordered," "designated," "prescribed" or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended, and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean approved by or acceptable or satisfactory to the Engineer.

Legal Address of Contractor—Address May Be Changed.

Article VI. The address given in the bid or proposal, upon which this contract is founded, is hereby designated as the place where all notices, directions and other communications to the Contractor shall be certified, mailed or delivered. The delivering at the above-named place or depositing in a post-paid wrapper directed to the above place, in any post-office box regularly maintained by the Post-office Department, of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Commission. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally.

Contractor Responsible for Acts of Sub-contractor's Employees.

Article VII. If the Contractor shall cause any part of this contract to be performed by a sub-contractor, the provisions of this contract shall apply to such sub-contractor and his officers, agents and employees in all respects, as if he and they were employees of the Contractor; and the Contractor shall not be in any manner thereby discharged from his obligations and liabilities hereunder, but shall be liable hereunder for all acts and negligence of the sub-contractor, his officers, agents and employees as if they were employees of the Contractor. The employees of the sub-contractor shall be subject to the same provisions hereof as employees of the Contractor; and the work or materials furnished by the sub-contractor shall be subject to the provisions hereof, as if furnished directly by the Contractor.

Commission May Disapprove Sub-contractors

Article VIII. The Contractor, before making any sub-contract of the work, shall state in writing to the Commission the name of the proposed sub-contractor, the portion of the work which such sub-contractor is to do or the materials which such sub-contractor is to furnish, the place of business of such sub-contractor and such other information as the Commission may require. The Commission shall have the right to require the Contractor not to award any sub-contract to a person, firm or corporation disapproved of by the Commission.

II.

WORK TO BE DONE, PRICES, ETC.

Work to Be Done.

Article IX. The Contractor shall do all the work and furnish all the materials, plant, tools and appliances necessary or proper for performing and completing the work of constructing the Railroad in the manner and within the time hereinafter specified. He shall complete the Railroad and do all work and furnish all labor and materials in and about the construction of the Railroad to the satisfaction of the Commission and in accordance with this contract and the specifications and drawings herein mentioned at the prices herein agreed upon and fixed therefor; provided, however, that said contract drawings may from time to time be altered or modified as hereinafter provided.

Construction Includes Incidental Work.

Article X. In order to construct the Railroad it will be necessary to take up and relay the sidewalk pavement or other surface material, and to relay the pavement in the roadways, to protect, support and maintain during construction all buildings and other structures, including their foundations, and all surface and subsurface railroads, water mains, gas pipes, electric subways, poles and wires, vaults, including vaults of abutting property, and other surface, subsurface and overhead structures, together with their necessary connections, as the same may be met with along the route; to build sewers both along the route and other streets; to make or remake the necessary manholes, catch basins and other sewer connections therewith; to move, alter, readjust or rebuild water mains, gas pipes, electric subways, vaults, including vaults of abutting property, and other subsurface structures, together with their necessary connections; and to do all such additional and incidental work as may be necessary for the completion of the Railroad and the reconstruction and restoration of the street pavements or other surfaces adjacent to the route of the Railroad and which may have been directly or indirectly disturbed or injured by the Contractor in the progress of the work of construction, to as useful and good a condition as existed before construction shall have been begun. All such work of every description, including underpinning wherever necessary, of all buildings or structures of whatsoever nature, monuments, and surface and subsurface railroads affected by or interfered with during the construction of the Railroad, is part of the work which is included in this contract and which the Contractor agrees to perform for the prices herein agreed upon.

Prices.

Article XI. The City will pay and the Contractor shall receive in full compensation for furnishing the necessary plant and all the materials and labor, and for performing and completing all the work which is necessary or proper to be furnished or performed in order to complete the Railroad (including all incidental work) and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of any description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, the following prices, to wit:

SCHEDULE OF UNIT PRICES.

Item 1. For earth excavation above mean high water (except excavation for sewers and pipes), including the disposal of it, etc., the sum of One 60-100 dollars ($1.60-100) per cubic yard.

Item 1-A. For earth excavation above mean high water in regrading tracks of the Sea Beach Railroad Company, as shown on the plans, the sum of One 75-100 dollars ($1.75-100) per cubic yard.

Item 2-A. For earth excavation, both above and below mean high water, for sewers and pipes, including the disposal of it, etc., the sum of One 60-100 dollars ($1.60-100) per cubic yard.

Item 3. For rock excavation (except excavation for sewers and pipes), including the disposal of it, etc., the sum of Five 00-100 dollars ($5.00-100) per cubic yard.

Item 3-A. For rock excavation for sewers and pipes, including the disposal of it, etc., the sum of Five 00-100 dollars ($5.00-100) per cubic yard.

Item 4. For underpinning buildings, including all incidental work and material, as follows:

(a) For buildings less than seven (7) stories in height the sum of Ten 00-100 dollars ($10.00-100) per lineal front foot of building underpinned.

(b) For buildings from seven (7) to twelve (12) stories in height the sum of ......dollars ($......) per lineal front foot of building underpinned.

(c) For buildings over twelve (12) stories in height the sum of ......dollars ($......) per lineal front foot of building underpinned.

Item 4-D. For underpinning the Sea Beach Railroad Company's arch and wing walls, including all incidental work and material, the sum of Eight thousand 00-100 dollars ($8,000.00-100) (lump sum).

Item 6. For concrete masonry, in place, the sum of Seven 50-100 dollars ($7.50-100) per cubic yard.

Item 7. For protective concrete masonry, in place, outside of waterproofing, the sum of Six 50-100 dollars ($6.50-100) per cubic yard.

Item 8. For rubble stone masonry, in place, the sum of Four 50-100 dollars ($4.50-100) per cubic yard.

Item 8-A. For dry rubble masonry, in place, the sum of Three 50-100 dollars ($3.50-100) per cubic yard.

Item 9. For brick masonry, in place, the sum of Twelve 00-100 dollars ($12.00-100) per cubic yard.

Item 9-A. For vitrified brick masonry, in place, the sum of Sixteen 00-100 dollars ($16.00-100) per cubic yard.

Item 9-B. For the removal of brick masonry, and all incidental work, the sum of Six 00-100 dollars ($6.00-100) per cubic yard.

Item 10. For hollow terra cotta brick masonry, in place, the sum of Twelve 00-100 dollars ($12.00-100) per cubic yard.

Item 11. For grout or Portland cement, the sum of Two 00-100 dollars ($2.00-100) per barrel of Portland cement used.

Item 12. For timber piles, in place and prepared, the sum of Thirty-five cents ($0.35-100) per lineal foot.

Item 13. For timber foundations, placed and fastened, the sum of Forty-five 00-100 dollars ($45.00-100) per thousand feet, board measure.

Item 14. For broken stone or gravel, in place, other than that used in concrete, the sum of Two 00-100 dollars ($2.00-100) per cubic yard.

Item 15. For waterproofing, treated woven fabric, laid with pitch or asphaltum, in place, as follows:

(a) For one-ply the sum of Forty cents ($0.40-100) per cubic yard.

(b) For two-ply, the sum of Sixty-five cents ($0.65-100) per square yard.

(c) For three-ply, the sum of Ninety cents ($0.90 00-100) per square yard.

(d) For four-ply, the sum of One 15-100 dollars ($1.15-100) per square yard.

(e) For five-ply, the sum of One 40-100 dollars ($1.40-100) per square yard.

(f) For six-ply, the sum of One 65-100 dollars ($1.65-100) per square yard.

Item 16. For waterproofing, brick laid in asphalt mastic, in place, the sum of Twenty-five dollars ($25.00-100) per cubic yard.

Item 17. For vitrified or cast-iron drain pipe, in place, as follows:

(a) For twelve (12) inch vitrified pipe, the sum of Seventy cents ($0.70-100) per lineal foot.

(b) For ten (10) inch vitrified pipe, the sum of Fifty-five cents ($0.55-100) per lineal foot.

(c) For eight (8) inch vitrified pipe, the sum of Forty cents ($0.40-100) per lineal foot.

(d) For six (6) inch vitrified pipe, the sum of Thirty cents ($0.30-100) per lineal foot.

(e) For four (4) inch vitrified pipe, the sum of Twenty cents ($0.20-100) per lineal foot.

(f) For eight (8) inch cast-iron pipe, the sum of One 00-100 dollar ($1.00-100) per lineal foot.

(g) For six (6) inch cast-iron pipe, the sum of Eighty cents ($0.80-100) per lineal foot.

(h) For four (4) inch cast-iron pipe, the sum of Sixty cents ($0.60-100) per lineal foot.

Item 17-A. For cast-iron pipe and fittings, including specials, "extra heavy," in place, the sum of

(a) For three (3) inch, the sum of Sixty cents ($0.60-100) per lineal foot.

(b) For four (4) inch, the sum of Ninety cents ($0.90-100) per lineal foot.

(c) For six (6) inch, the sum of One 20-100 dollars ($1.20-100) per lineal foot.

(d) For eight (8) inch, the sum of one 50-100 dollars ($1.50-100) per lineal foot.

Item 18. For tunnel ducts in place as required by Section No. 407 of the Specifications, the sum of ten cents ($0.10-100) per duct foot.

Item 19. For riveted steel, painted and erected, the sum of seventy-two 00-100 dollars ($72.00-100) per ton of two thousand pounds.

Item 20. For steel beams and shapes with connections, painted and erected, the sum of sixty-two 00-100 dollars ($62.00-100) per ton of two thousand pounds.

Item 21. For steel rods and bars built in concrete, the sum of fifty 00-100 dollars ($50.00-100) per ton of two thousand pounds.

Item 24. For cast-iron columns, erected and painted, the sum of seventy 00-100 dollars ($70.00-100) per ton of two thousand pounds.

Item 25. For miscellaneous iron castings (other than tunnel lining), such as manhole heads and covers, gratings, etc., but not including castings for sewer work or pipes, in place, the sum of seventy-five 00-100 dollars ($75.00-100) per ton of two thousand pounds.

Item 26. For special wire forms, in place, the sum of five cents ($0.05-100) per pound.

Item 27. For one and one-half (1½) inch galvanized iron pipe hand-rail, in place, including expansion bolts, etc., the sum of seventy-five cents ($0.75-100) per lineal foot.

Item 28. For steel gratings, for ventilation, in place, including frames, etc., the sum of two 00-100 dollars ($2.00-100) per square foot.

Item 29. For vault lights, in place, the sum of one 75-100 dollars ($1.75-100) per square foot.

Item 30. For street surface restored:

(a) For street surface, except roadways, the sum of one 80-100 dollars ($1.80-100) per square yard.

(d) For repavement of roadways between curb lines with macadam pavement, the sum of one 50-100 dollars ($1.50-100) per square yard.

(e) For repavement of roadways between curb lines with asphalt pavement, the sum of two 60-100 dollars ($2.60-100) per square yard.

(f) For repavement of roadways between curb lines with Belgian block pavement, the sum of two 50-100 dollars ($2.50-100) per square yard.

(g) For repavement of roadways between curb lines with asphalt block pavement, the sum of three 30-100 dollars ($3.30-100) per square yard.

Item 32. For wrought-iron electric conduits, in place, in stations as follows:

(a) For three-fourths (¾) inch wrought-iron conduits, the sum of fifteen cents ($0.15-100) per lineal foot.

(b) For one and one-half (1½) inch wrought-iron conduits, the sum of twenty-five cents ($0.25-100) per lineal foot.

(c) For two (2) inch wrought-iron conduits, the sum of thirty cents ($0.30-100) per lineal foot.

(d) For one (1) inch wrought-iron conduits, the sum of twenty cents ($0.20-100) per lineal foot.

Item 33. For cast-iron outlet boxes, in place, in stations, the sum of one 00-100 dollars ($1.00-100) each.

Item 33-A. For cast-iron pull boxes, in place, in stations, the sum of one 00-100 dollars ($1.00-100) each.

Item 34. For cast-iron pipe and fittings, including specials "extra heavy" in place, in stations, as follows:

(a) For six (6) inch, the sum of eighty cents ($0.80-100) per lineal foot.

(b) For three (3) inch, the sum of sixty cents ($0.60-100) per lineal foot.

SEWERS.

Vitrified and Cast-Iron Pipe.

Item 37. For twelve (12) inch vitrified pipe sewer, the sum of two 50-100 dollars ($2.50-100) per lineal foot.

Item 38. For fifteen (15) inch vitrified pipe sewer, the sum of three 00-100 dollars ($3.00-100) per lineal foot.

Item 39. For eighteen (18) inch vitrified pipe sewer, the sum of three 30-100 dollars ($3.30-100) per lineal foot.

Item 40. For twenty (20) inch vitrified pipe sewer, the sum of three 60-100 dollars ($3.60-100 per lineal foot.

Item 40-A. For twenty-two (22) inch vitrified pipe sewer, the sum of four 00-100 dollars ($4.00-100) per lineal foot.

Item 41. For twenty-four (24) inch vitrified pipe sewer, the sum of four 50-100 dollars ($4.50-100) per lineal foot.

Item 42. For cast-iron sewer pipe (straight pipe) in place, in the works, the sum of sixty 00-100 dollars ($60.00-100) per ton of two thousand pounds.

Item 43. For cast-iron sewer pipe (special castings), in place, in the work, the sum of eighty 00-100 dollars ($80.00-100) per ton of two thousand pounds.

Egg-shaped Brick or Concrete Sewers.

Item 45. For 3'6" x 2'4", the sum of five 50-100 dollars ($5.50-100) per lineal foot.

Item 46. For 3'9" x 2'6", the sum of five 75-100 dollars ($5.75-100) per lineal foot.

Item 48. For 4'3" x 2'10", the sum of six 75-100 dollars ($6.75-100) per lineal foot.

Circular Sewers—Brick or Concrete or Reinforced Concrete.

Item 56. For 5'0", the sum of twelve 00-100 dollars ($12.00-100) per lineal foot.

SURFACE AND SUBSURFACE STRUCTURES.

(*Except for Sewers.*)

Item 75. For street surface railroads, including the support, reconstruction, rebuilding, etc., where necessary (but not including permanent masonry supports, if required and added, and not including additional vaults, if required and constructed, in excess of the number existing), as follows:

(a) For electric (underground trolley) railroads, the sum of dollars ($) per lineal foot of single track.

(b) For horse, storage battery or other independent motor operated railroads, the sum of dollars ($) per lineal foot of single track.

(c) For electric (overhead trolley) railroads, the sum of five 00-100 dollars ($5.00-100) per lineal foot of single track.

PIPES IN STREETS.

For Work and Materials as Called for by Section No. 60 of the Specifications.

Water and Gas Pipes.

Water Pipes.

For water pipes in place, as follows:

Item 79. For 6-inch water pipe, the sum of one 00-100 dollars ($1.00-100) per lineal foot.

Item 80. For 8-inch water pipe, the sum of One 25-100 dollars ($1.25) per lineal foot.

Item 83. For 16-inch water pipe, the sum of One 75-100 dollars ($1.75) per lineal foot.

Item 84. For 20-inch water pipe, the sum of Two dollars ($2.00) per lineal foot.

Gas Pipes.

For gas pipes in place, as follows:

Item 90. For 4-inch gas pipe, the sum of Forty cents ($0.40) per lineal foot.

Item 92. For 8-inch gas pipe, the sum of One dollar ($1.00) per lineal foot.

Item 96. For 20-inch gas pipe, the sum of One 80-100 dollars ($1.80) per lineal foot.

By-Passing Gas Pipes.

Item 99-A For by-passing pipes, upon or below the street surface, in place, as follows:

(d) For 12-inch by-passing pipe, the sum of Three dollars ($3.00) per lineal foot.

(e) For 16-inch by-passing pipe, the sum of dollars ($) per lineal foot.

(f) For 20-inch by-passing pipe, the sum of Three 50-100 dollars ($3.50) per lineal foot.

New Cast-iron Hub and Spigot Water and Gas Pipe.

Item 100. For new cast-iron hub and spigot straight pipe delivered on the work, the sum of Thirty-five dollars ($35,00) per ton of two thousand pounds.

Item 101. For new cast-iron hub and spigot pipe, special castings, delivered on the work, the sum of Seventy dollars ($70.00) per ton of two thousand pounds.

DUCTS IN STREETS.

Electric Ducts and Conduits in Streets.

(Other Than Tunnel Ducts and Street Railroad Ducts Which are Provided for in Items 18 and 75.)

Item 127. For electric ducts and conduits in place, as provided in Section No. 62 of the Specifications, the sum of Fifty cents ($0.50) per duct foot.

Item 127-A. For wrought-iron pipe used as electric ducts and conduits in place, as provided in Section No. 62 of the Specifications:

(a) For 2½-inch wrought-iron pipe, the sum of Sixty cents ($0.60) per lineal foot.

(b) For 3-inch wrought-iron pipe, the sum of Seventy cents ($0.70) per lineal foot.

(c) For 3½-inch wrought-iron pipe, the sum of Eighty cents ($0.80) per lineal foot.

Work not Susceptible of Classification.

Article XII. In case any work or materials shall be required to be done or furnished in or about the Works—whether specified herein or indicated on the plans or not—which are not susceptible of classification under the Schedule of Unit Prices, the Contractor shall and will, if ordered by the Engineer, do and perform such work and furnish such materials at and for the actual and necessary net cost in money to the Contractor for labor and for material, where new material is used, and in addition thereto ten (10%) per centum of such net cost for the use of tools and plant, superintendence and all other expenses incidental to the performance of such work and the furnishing of such material, and the Contractor shall have no further claim in excess of the above; but this method of payment shall not apply to the performance of any work or the furnishing of any material which in part or in whole is susceptible of classification under such schedule, which work or material shall be paid for in part or in whole, as the case may be, at the unit price given in such schedule, except as herein otherwise *expressly* provided.

In case any work or material shall be required to be done or furnished under the provisions of this Article, for cost plus ten (10%) per centum, the Contractor shall at the end of each day during the progress thereof furnish to the Engineer daily time slips showing the name and number of each workman employed thereon, the number of hours employed thereon, the character of work he is doing and the wages paid or to be paid to him, annd also a daily memorandum of the material delivered on the work showing the amount and character of such material, from whom purchased and the amount paid or to be paid therefor. If required, the Contractor shall produce any books, vouchers, records or memoranda showing the work and materials actually paid for and the actual prices therefor.

Quantities Approximate Only.

Article XIII. It is expressly understood and agreed that the quantities of the various classes of work to be done and materials to be furnished under this contract, specified in the Contractor's Proposal, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the Works under this contract; and neither the City, nor the Commission, nor any member of the Commission, is to be held responsible that any of the said estimated quantities shall, by reason of inaccuracies, or changes in the Works, be found even approximately correct in the construction of the Works; and the Contractor shall make no claim for anticipated profit, or for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities stated in the Contractor's Proposal.

Right of Commission to Amplify Plans.

Article XIV. The Commission shall have the right, during the progress of the work, to amplify the plans, to add explanatory specifications and to furnish additional specifications and drawings.

Plans May be Modified.

Article XV. The Commission further reserves the right to change the location and to alter, in any way it may deem necessary for the public interests, the drawings aforesaid, in part or altogether, at any time during the progress of the work, without constituting grounds for any claim by the Contractor for payment or allowance for damages or extra service other than is provided for items of the different classes of construction shown in the schedule, or where not susceptible of classification, then as otherwise provided herein.

Contractor Bound to Complete in Best Manner.

Articl XVI. The Contractor shall complete the entire work in accordance with the specifications and contract drawings and according to the other provisions of this contract and within the times specified in this contract, in the most workmanlike manner and with the highest regard to the safety of life and property and according to the lines, levels and directions given by the Engineer, for the prices herein agreed upon.

Best Materials, Machinery, Tools, Etc., to be Used.

Article XVII. The Contractor shall furnish of the best description all materials, machinery, implements, tools and labor necessary to construct and put in complete working order all work covered by the specifications, contract drawings and provisions of this contract, including all additional specifications, drawings and details issued or required as herein provided for the prices hereinbefore agreed upon.

Contractor Has Examined Location, Plans, Etc.

Article XVIII. The Contractor hereby represents that prior to the execution of this contract he has examined in detail on the ground the location mentioned herein and indicated on the plans, and that he has fully examined the plans and has read each and every clause and section of this contract and the specifications and has had full opportunity to consider the same and make necessary investigations relating thereto; and he agrees that he will not make any claim for, or have any right to, damages or an extension of time for completion of the Works, or any other concession, because of any misinterpretation or misunderstanding of this contract or the specifications or of the plans, or because of any lack of information.

No Acceptance to Obviate the Necessity for Sounds Works, Etc.

Article XIX. No acceptance of any part of the Works or of materials therefor shall relieve the Contractor of his obligation to furnish sound material and perform sound work, whether with respect to such part or to any part of the Works.

Inspection.

Article XX. The Commission contemplates, and the Contractor hereby approves, the most thorough and minute inspection by the Commission and its Engineer, and by their representatives or subordinates, of all work and materials and of the manufacture or preparation of such materials from the beginning of Construction to the final completion of the Works. It is the intention of the Commission that its Engineer shall draw the attention of the Contractor to all errors or variations from the requirements of this contract or other defects in workmanship or materials. But it is expressly agreed that no omission on the part of the Commission or its Engineer or any officer, member or subordinate of the Commission to point out such errors, variations or defects shall give the Contractor any right or claim against

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he City or shall in any way relieve the Contractor from his obligations according o the terms of this contract.

Contractor to Afford Facilities for Inspection.

Article XXI. The Contractor shall at all times give to the Commission and its members, to the Engineer and his assistants and subordinates, and any person designated by the Commission or its Chairman, all facilities, whether necessary or convenient, for inspecting the materials to be furnished and the work to be done under this contract. The members of the Commission, the Engineer and all employees of the Commission bearing his authorization or the authorization of the Commission or its Chairman, shall be admitted at any time summarily and without delay to any part of the Works or to inspection of materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer to Be Furnished Facilities.

Article XXII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the work is in accordance with the requirements and intention of this contract, even to the extent of uncovering or taking down portions of finished work. Should the work thus exposed or examined prove satisfactory, the uncovering or taking down and the replacing of the covering or the making good of the parts removed shall be paid for at the contract prices for the class of work done; but should the work exposed or examined prove unsatisfactory, such uncovering, taking down, replacing and making good shall be at the expense of the Contractor.

Inspection Not to Relieve Contractor of Obligations.

Article XXIII. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein prescribed, and defective work shall be made good and unsuitable materials will be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the work or any part thereof, shall be found defective before the final acceptance of the whole work, the Contractor shall forthwith make good such defect, in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work, or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials.

Engineer's Determination—To Be Final and Conclusive upon Contractor.

Article XXIV. To prevent disputes and litigations, the Engineers shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract; shall determine all questions in relation to the Works and the construction thereof, and shall in all cases determine every question which may arise relative to the fulfillment of this contract on the part of the Contractor. His determination and estimate shall be final and conclusive upon the Contractor, and in case any question shall arise between the parties hereto, touching this contract, such determination and estimate shall be a condition precedent to the right of the Contractor to receive any money under this contract.

Engineer to Explain.

Article XXV. The Engineer shall make all necessary explanations as to the meaning and intention of the specifications, shall give all orders and dirctions contemplated therein or thereby and in every case in which a difficult or unforeseen condition shall arise in the performance of the work required by this contract.

Other Contractors.

During the progress of the work it will be necessary for other contractors and persons to do work in or about the construction or equipment of the Railroad. The Contractor shall afford to such other contractors or persons such facilities as the Engineer may require.

Differences Between Contractor and Other Contractors.

And difference or conflicts which may arise between the Contractor and other contractors of the Commission in regard to their work shall be adjudged and determined by the Engineer.

Substitute for Chief Engineer.

Article XXVI. Any engineer substituted by the Commission in place of the Chief Engineer during his absence, illness or inability or when the Commission shall so determine,, shall, during his official conneection, have all the power and authority of the Chief Engineer, and in all respects be recognized as such Chief Engineer.

III.

SPECIFICATIONS.

Specifications and Drawings Subject to Requirement of Railroad of Highest Class—Where Text of Contract Doubtful, Best Materials and Workmanship Required.

Section No. 1. The specifications and contract drawings hereinafter mentioned and taken in connection with the other provisions of this contract, are intended by the Commission to be full and comprehensive, and to show all the work required to be done. But in a work of this magnitude it is impossible either in advance to show all details, or precisely to forecast all exigencies. The specifications and contract drawings are to be taken, therefore, as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Railroad is intended to be constructed for actual use and operation as an interurban railroad of the highest class, adapted to the necessities of the people of New York, in the best manner, according to the best rules and usages of railroad construction, and in the event of any doubt as to the meaning of any portion or portions of the specifications or contract drawings, or of the text of the contract, the same shall be interpreted as calling for the best construction, both as to materials and workmanship, capable of being supplied or applied under the then existing local conditions. All the clauses of the specifications, and all the parts of the contract drawings, are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Construct in Accordance With Specifications.

Section No. 2. The Contractor shall construct and complete the Railroad strictly in accordance with the requirements of these specifications; if, in the specifications or contract, any detail or other matter or thing requisite be not mentioned, nevertheless the same is deemed to be included and the Contractor hereby undertakes to do the same as part of the work hereunder, at the unit prices for each class of work where applicable or as provided in Article XII. of the contract.

Maps and Drawings.

Section No. 3. The contract plans referred to in the contract and specifications bear date July 15, 1912, are each countersigned by the Engineer, are stamped with the seal of the Commission, bear the general title:

ROUTE No. 11-B, SECTION No. 2.
Contract Drawing No.

and are designated or numbered as follows:

A-4 to A-7, inclusive, B-231, B-232, B-240 to B-244, inclusive, B-247, C-1 to C-24, inclusive, C-401 and C-1001.

Typical Sections and Dimensions.

Section No. 4. The sections and dimensions shown on the contract drawings are typical sections and dimensions which should be applicable to the greater part of the work. Where, however, changes are deemed necessary they may be ordered under Article XV. of the contract and the Engineer shall issue such plans and specifications as may be necessary.

Supplementary Drawings.

Section No. 5. In addition to the contract drawings already mentioned, the Commission has had prepared a set of maps and plans, bearing the same seal and general title as the contract-drawings, but designated as Supplementary Drawings. These supplementary drawings exhibit certain information which the Commission has received from its Engineer of the general nature of the soil underlying portions of the route, the nature and position of surface and subsurface railways, water mains, gas and other pipes, sewers, electric subways, manholes, hydrants, catch basins and other surface and subsurface structures.

Supplementary Drawings May Be Examined.

Section No. 6. These supplementary drawings can be seen at the office of the Engineer, also samples of material taken in connection with test borings. They are exhibited to the Contractor without any guarantee on the part of the Commission as to their completeness or correctness. The Contractor may have copies (blue-prints) of these drawings for such aid, if any, as may be derived from them, on the payment of the cost of blue-printing.

In Case of Difficulties Not Indicated on Supplementary Drawings.

Section No. 7. If, in the prosecution of the work, difficulties of any nature be encountered which are not indicated or suggested by the supplementary drawings, or by the samples of the test borings, or if additional surface or subsurface structures or obstructions be discovered or found of different size or in different positions or of different nature from those shown on the supplementary drawings, or if in any way such supplementary drawings be found erroneous, the Contractor shall take every necessary or proper precaution to overcome the unforeseen difficulty, and is to support, maintain, protect, remove, adjust or readjust, as the case may be, the additional or different surface or subsurface structures according to the direction of the Engineer, and as provided in this contract and these specifications.

Specifications Not Exclusive.

Section No. 8. It is expressly understood that the specifications do not include all requirements, but are requirements in addition to those heretofore or elsewhere given or provided in this contract. The specifications and other provisions of this contract, and the contract drawings, are intended to be explanatory of each other. Should, however, any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the explanation of the Engineer shall be final and conclusive.

Subdivisions of Specifications.

Section No. 9. These specifications are grouped in subdivisions as follows:

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Brief Description of the Work.

General Nature.

Section No. 10. The Rapid Transit Railroad which is hereinbefore described is to be an underground railroad or subway. The general details of construction and the location of the various tracks, junctions, grades, etc., are indicated more particularly on the contract drawings.

The Contractor will not be required to provide or lay tracks, ties or ballast under this contract.

Stations are to be constructed at such places as are indicated on the plans, but station finish work is not included in the work to be done under this contract. Station construction must, however, be kept so advanced that station finish contractors can complete their work coincidently with the completion of the Railroad.

Surface and Subsurface Structures.

Section No. 11. In addition to the construction of the Railroad, it will be necessary to do various incidental work which is generally referred to in Article X hereof.

Ventilating Chambers and Gratings.

Section No. 12. In order to provide for a frequent renewal of air in the Railroad, chambers for the installation of necessary ventilating devices shall be built at the sides of the Railroad and in connection therewith. These chambers shall be generally of the form and dimensions as shown on the plans, varying somewhat with the requirements of local conditions. They will be so arranged that the air will discharge through gratings placed generally in the sidewalks in the roofs of the chambers. If, owing to local conditions, it becomes necessary to lead the air to gratings or other outlets away from the chambers, suitable air-ways, ducts or flues shall be constructed.

The chambers will be built at the places and as indicated on the plans.

The chambers will be provided with suitable steel doors and with steel ladders reaching to the street for use as exits in case of emergency. Such doors and ladders will be paid for as riveted steel, Schedule Item 19.

Other openings with gratings will be built at or over the stations, for the purpose of admitting air to the Railroad.

General Clauses.

Prevention of Water Percolation.

Section No. 13. It is the very essence of these specifications to secure a railroad structure underground which shall be free from the percolation of ground or outside water. The mixing and placing of the concrete and the placing and protection of the waterproofing shall be with this end in view.

Best Quality of Work.

Section No. 14. All materials and workmanship must be of the best class in every respect, and the Engineer is to be the sole judge of their quality and efficiency.

Rapidity and Safety.

Section No. 15. All the work shall be prosecuted in the manner, according to local conditions, best calculated to promote rapidity in construction, to secure safety to life and property and to reduce to the minimum any interference with abutting property and the public travel. Decking of the streets, paving, or other surface work affecting, or affected by, street traffic shall be prosecuted during such hours as will reduce such interference to a minimum. Night work shall be conducted, in accordance with the directions of the Engineer, so that annoyance to occupants of abutting property shall be reduced to a minimum, and the Engineer may, if in his judgment conditions so require, direct that night work be omitted.

Contract Section Part of System.

Section No. 16. The contract section embraced in this contract is one of a number of contract sections forming part of an extensive rapid transit railroad system, which the interests of the City imperatively require should be completed and put in operation without delay. If the Contractor shall fail so to prosecute his work that, in the judgment of the Engineer, it shall not be reasonably probable that the work will be completed within the time limits, the Contractor, if directed by the Commission, shall increase the number of shifts and the number of men in each shift as may be necessary to insure the completion of the work within the time required by this contract, or within the shortest possible time thereafter.

Emergencies.

Section No. 17. In case of emergencies involving danger to life or property, continuous work with an increased force may be ordered by the Engineer for such time as may be necessary.

Permits.

Section No. 18. No work shall be begun until the Commission shall issue to the Contractor a permit authorizing him to proceed. No permits for excavation will be issued until the Contractor has given satisfactory assurance to the Engineer that the material needed for construction has been acquired and is available. Such permits are to be in such form and to cover such portions of the work as the Commission shall prescribe.

When to Be Filed With Borough President.

Section No. 19. Before any opening is made in the surface of a street, a copy of the permit issued by the Commission shall have been filed with the Borough President not less than five days, unless the Engineer shall expressly direct work to begin within a less period.

Notice Regarding Commencement of Work.

Section No. 20. Before commencing work on any part of the route, whether on the Railroad or on the sewers lying off the line of the Railroad, the Contractor shall give notice in writing to the Engineer at least one (1) week in advance of his intention to commence such operations; and before commencing manufacture, or resuming manufacture, if the same has been suspended, of any article called for by these specifications, notice shall be given to the Engineer in writing at least one (1) week in advance, with the name and address of the maker and the amount and description of the material to be manufactured.

Shafts and Dumping Platforms.

Section No. 21. Plans showing the proposed location, and proposed methods of construction, of shafts, dumping platforms, etc., shall be submitted to the Engineer and receive his approval before permits will be granted for such plant and appliances to be constructed and put in operation.

Ordinances and Regulations.

Section No. 22. In all operations connected with the Works, all ordinances of the City, and of the Board of Health, so far as they may be valid and operative with respect thereto, and all laws of this State which are now applicable to and control of limit in any way the actions of those engaged in the work or affecting the materials belonging to them, shall be respected and strictly complied with, and the Contractor shall further strictly complyw ith all applicable Federal, State and Municipal regulations regarding the transportation in and around the City and Harbor of materials used in, or in connection with, the work.

Requirements of Borough President, etc., to Be Observed.

Section No. 23. Whenever the construction of the Works under the provisions of this contract shall interfere with, disturb or endanger any sewer, water pipe, gas pipe, or other duly authorized subsurface structure, the work of construction at such points shall be conducted in accordance with the reasonable requirements of the Borough President or the Commissioner of Water Supply, Gas and Electricity or other officer or local authority having the care of and the jurisdiction or control over such subsurface structures so interfered with, disturbed or endangered.

Building and Water Permits; Shut-Offs for Water Pipes, etc.

Section No. 24. The Contractor shall procure all permits necessary or requisite for the underpinning of buildings and the reconstruction thereof; he shall, at his own cost, provide for the water supply necessary for his work and he shall bear the cost of any inspection charge in connection therewith. He shall bear the expense absolutely necessary in the bagging of gas pipes where it is necessary to cut off the supply of same, except where it is necessary to resort to by-passing as provided in Section No. 52, and of the shutting off and restoration of the flow in water mains where such work applies to the maintenance and support thereof as provided in Section No. 59 of the specifications.

Storage on Cross Streets.

Section No. 25. On cross streets adjacent to the work, only such material may be stored as may be necessary, in case of an emergency, to sheet or to support the excavation; or a reasonable amount of such structural and other material as may be absolutely necessary to avoid delay in construction may be stored; such material must not be allowed to accumulate, but must be replenished from day to day. The amount to be so allowed shall be determined by the Engineer.

No material of any nature shall be stored along sidewalks of Fourth Avenue.

Material Stored.

Section No. 26. Excavated sand, gravel or stone that in the judgment of the Engineer is suitable for use in mortar, concrete, or masonry, also structural and other material to be used in the work, may be stored in such locations and for such periods as are approved by the Engineer.

Approval of Engineer Revocable.

Section No. 27. In any case material may only be so stored with the approval of the Engineer, revocable at any time; and if so ordered, such material shall be removed immediately on receipt of the order, or within a period of time to be therein stated.

Access to Fire Hydrants.

Section No. 28. Wherever the work is being carried on, free access must be given to every fire hydrant and fire alarm box, and when required, hydrants shall be extended by suitable tube or piping to an accessible point as approved by the Engineer, and to the satisfaction of the Chief of the Fire Department. Materials must not be piled at any time or place within ten (10) feet of any fire hydrant or fire alarm box; and where materials are unavoidably piled or placed in the vicinity of a fire hydrant or fire alarm box, and to such height as to obscure a sight of the same, the position of such hydrant or fire alarm box shall be indicated by suitable signals, both day and night.

Work to Be Cleared.

Section No. 29. At his own expense and as directed from time to time by the Engineer, the Contractor is to clear the work, streets and all public places occupied by him of all refuse and rubbish that may accumulate from any source whatever and leave them in a neat condition; but this is in no way to be construed as placing upon the Contractor the usual duties of the Street Cleaning Department.

Assistance to Be Rendered to Owners of Buildings.

Section No. 30. Where access to any adjacent property is temporarily cut off, owing to the occupancy of the street by the Contractor, he must, at his own cost, render every assistance to the owner or occupant in handling such materials of any description, including all material to be removed by the Department of Street Cleaning, that has to be taken to or removed from such property; such material shall be taken to or from the nearest accessible point that in the opinion of the Engineer is convenient for handling.

Waste Material.

Section No. 31. Waste material of any character will under no conditions be permitted to remain on the streets, but must immediately on its becoming unfit for use in the work be carted away and disposed of by the Contractor as hereinbefore provided; nor shall such materials be allowed to accumulate in the trenches.

Conveniences for Men.

Section No. 32. Necessary conveniences, properly secluded from public observation, shall be constructed and maintained by the Contractor at his own expense wherever needed for the use of the Contractor's employees, to the satisfaction of the Engineer and the sanitary authorities.

Fences.

Section No. 33. Wherever necessary the Contractor shall erect and maintain at his own expense fences for the protection of adjoining property and of the adjoining public places.

Advertisements Forbidden.

Section No. 34. The using of fences and buildings during construction for advertising purposes, other than the name and address of the Contractor, is forbidden; all temporary buildings and fences erected by the Contractor shall be neat in appearance and shall be painted as directed by the Engineer.

Barricades.

Section No. 35. Barricades and bridges shall be erected by the Contractor at his own cost, for the protection of the work or use of the public; they shall be substantial in character and neat in appearance.

Detailed Drawings.

Section No. 36. The Engineer will prepare and furnish to the Contractor, from time to time as required, drawings and plans amplifying such details of the contract drawings as may be necessary, and drawings and plans necessary to show the adjustment and reconstruction of all surface and subsurface structures wherever the reconstruction of the same is necessitated by the construction of the railroad. These plans must be strictly followed, unless local conditions should develop during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted.

Working and Shop Drawings.

Section No. 37. The Contractor shall make all working or shop drawings which may be required in addition to the contract drawings, or in addition to such other drawings as the Commission may issue in amplification of such contract drawings, as explained above. All working or shop drawings shall be submitted in duplicate to the Engineer for his approval, which approval shall be indicated by his countersigning one set of such working or shop drawings and returning the same to the Contractor. Should the working or shop drawings be not approved by the Engineer, then the Engineer shall return one set of such working or shop drawings, with the necessary corrections and changes indicated thereon; and the Contractor must make such corrections and changes, and again submit plans in duplicate for the approval of the Engineer; and no work called for by said working or shop drawings shall be done until the approval of the Engineer be obtained, which must be given nor refused within ten (10) working days after delivery to him at his office of such plans in duplicate.

Lines and Grades.

Section No. 38. During the progress of the work the Commission will give, through the Engineer, to the Contractor, suitable points, marks or benches, indicating the line and grade of the Railroad and of the sewers; such points or bench marks to be established at such intervals as the Engineer deems necessary for the Contractor to be able to perform his work. The principal lines and grades are to be given by the Engineer, who may change them from time to time as may be authorized and directed by the Commission. The stakes and marks given by the Engineer shall be carefully preserved by the Contractor, who shall give to the Engineer all necessary assistance and facilities for establishing benches and plugs and for making measurements.

Notice, How Given.

Section No. 39. When the Contractor is absent from any part of the work where it may be necessary to give instructions, orders will be given by the Engineer to, and shall be received and promptly obeyed by the superintendent or overseer of the Contractor, who may have charge of the particular work in relation to which the orders are given, and a confirmation in writing of such orders will be given to the Contractor by the Engineer if so requested.

Imperfect Work.

Section No. 40. Any imperfect construction which may be discovered before the final acceptance of the work, shall be corrected immediately on the requirement of the Engineer and at the Contractor's expense, notwithstanding that it may have been overlooked by the proper inspector.

Damaged Work to Be Replaced.

Section No. 41. All work of whatever kind which during its progress and before its final acceptance shall become damaged from any cause shall be broken up or removed and be replaced by good and sound work at the Contractor's expense.

Condemned Materials to be Removed.

Section No. 42. If any material brought on the ground for use in the work or selected for the same shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials as may be directed by the Engineer.

Competent Men.

Section No. 43. The Contractor shall employ only competent, skillful and faithful men to do the work. Whenever the Engineer shall notify the Contractor in writing that in his opinion any man on the work is incompetent, unfaithful or disorderly, such man shall be discharged from the work and shall not again be employed on it.

General Manner of Prosecution and Maintenance of Traffic.

Access to Buildings, Etc.

Section No. 44. No building shall, without the consent of the occupant, and after notice to the Engineer, be deprived of means of access thereto, and, where streets are open suitable bridges shall be built and maintained, at the Contractor's expense, to permit owners and occupants to reach their premises. Where necessary, proper and easy means for passengers to reach or leave street cars shall be maintained.

Contiguous Contract Sections.

Section No. 45. On the division line of contiguous contract sections, the Engineer will decide any matters in the details of construction within a limit of twenty feet on either side of the line where the work of contractors may be in conflict, and direct which of the contractors shall complete the details of construction within such limits.

Conduct of Work.

Section No. 46. Generally the Contractor will be permitted to conduct his work in the most expeditious manner possible, having due regard for the safety of persons and property and facilities for traffic and under such instructions as the Engineer may give from time to time.

Facilities for Travel.

Section No. 47. All necessary facilities are to be furnished by the Contractor for the benefit of street travel, both on longitudinal and cross streets.

Decking of Streets and Sidewalks.

Section No. 48. In order to provide the minimum interference with traffic and the minimum inconvenience to abutting property owners, during the construction of the Railroad, on all parts of the work the streets and sidewalks shall, except as hereinafter specifically provided, be substantially decked or covered over, and every precaution must be taken to keep traffic free from interruption. (See Section No. 427.)

Street Intersections.

Section No. 49. The street intersections, except in cases where open trench excavation without cover is permitted, shall be kept at all times open for traffic for their full width. The street intersections in cases where open trench excavation without cover is permitted must be kept at all times open to traffic for at least one-half the width of the cross-roadway, except that cross-roadways in which surface railroads are located shall be kept at all times open to traffic for their full width.

Where portions of a street intersection are opened the same shall be substantially and neatly bridged for foot traffic. In all cases the Contractor shall at all times keep all the street crossings on the lines of the sidewalks in a clean and neat condition, bridging gutters and low places where water might collect.

Close Observance of Above Requirements.

Section No. 50. The Commission will insist upon the close observance of the above requirements, and no departure thererfom will be allowed, excepting upon the written permission of the Commission.

Openings for Ventilation.

Section No. 51. Wherever the excavations are decked, or where gases are liable to accumulate, suitable openings shall be provided for proper ventilation.

By-passing Gas Mains.

Section No. 52. Wherever the excavations are decked, all gas pipes whose services cannot temporarily be dispensed with shall be by-passed, if directed by the Engineer; temporary pipes to take their place being laid either upon or below the street or sidewalk surfaces. These temporary by-passing pipes will be paid for at the prices stipulated in Schedule Item 99-A. These prices are to include the cost of all labor and material necessary to provide a temporary and independent system of gas supply to take the place of the system originally in the street; to connect such temporary system with the mains in the intersecting streets where necessary; to transfer all house and lamp services to such temporary system where necessary; to remove and dispose of the material of such temporary system and to restore the original system. No allowance will be made for the maintenance of such temporary system. All maintenance will be considered as of the original system, and will be as provided for in Section No. 59.

Temporary Pipes, Etc.

Section No. 53. Temporary pipes, if laid upon the street or sidewalk surfaces, shall be neatly and substantially placed in a manner to cause the minimum of inconvenience to the abutting property owners and to the public.

In General.

Section No. 54. In general, work will as provided herein be carried on under covered roadways. In exceptional cases, however, where rock is within a few feet of the street or sidewalk surface, it may be impracticable to operate drills while the street is covered, until a sufficient depth of excavation has been obtained. In such cases such latitude will be allowed the Contractor as may prove absolutely necessary for the execution of his contract, and as the Engineer with the approval of the Commission may deem advisable, after a thorough understanding of the exact conditions and necessities has been determined. (See Sction No. 427.)

Street Railroad Tracks, Mains and Other Surface, Subsurface and Overhead Structures.

Notice to be Given.

Section No. 55. Notice is to be given by the Contractor to all individuals, companies and the proper City officials, owning or having charge of surface, subsurface or overhead structures along any part of the work, of his intention to commence operations along such part of the route, at least one (1) week in advance, and the Contractor shall file with the Engineer at the same time a copy of said notice; and he shall co-operate with the proper parties, officers or officials in charge of such structures and shall furnish them with all reasonable facilities to inspect the methods of caring for their property.

Plans Furnished.

Section No. 56. In the rearrangement of surface, subsurface or overhead structures requiring removal and relaying or reconstruction due to interference with the railroad structure a tentative plan will be made by the Engineer, which will be submitted to the parties interested; if any reasonable changes are then requested by any of the said parties within ten days after the submission of the tentative plans, such changes will then be made, if in the judgment of the Engineer they will best conserve the interest of all parties concerned; a further plan will then be made which, on the approval of the Engineer will be final.

Reconstruction or Relaying, etc.

Section No. 57. Whenever it becomes necessary to cut, move, change or reconstruct any surface, subsurface or overhead structures, or connections therewith, such work shall be done according to the reasonable satisfaction of the owners of such structures.

Reasonable Dispatch.

Section No. 58. All work of reconstruction or alteration shall be done with reasonable dispatch, and facilities are to be provided so that said work will interfere as little as possible with the practical working and use of such structures.

Maintenance, Support, etc.

Section No. 59. The Contractor shall at all times, by suitable bridging or other supports, maintain and support in an entirely safe condition for the usual service and to the reasonable satisfaction of the owners, all surface, subsurface and overhead structures and appurtenances encountered or affected during the prosecution of his work. Also, in order that access may be had in emergencies to gates or valves on water or gas mains and to electric manholes, where such gates or valves and manholes are decked over, trap doors of a suitable size shall be provided in the decking. All surface, subsurface and overhead structures and appurtenances, and all surfaces of whatever character along the line of the work shall be protected from injury, but should any injury occur the Contractor shall fully restore such surface, subsurface or overhead structures and appurtenances or surfaces to as good a condition as existed before the injury was done. All the above, including also all changes of surface, subsurface or overhead structures and appurtenances made by the Contractor for his own convenience in executing his work shall be done at the Contractor's own expense and included in the prices stipulated in the Schedule for excavation except as otherwise herein specifically provided.

Necessary Permanent Changes of Pipes.

Section No. 60. Changes of water, gas, steam or other pipes made necessary because of physical interference with the railroad structure, and requiring the removal, relaying or reconstruction of such pipes and their appurtenances in other than the original position, will be paid for at the prices stipulated in Schedule Items 79, 80, 83, 84, 90, 92 and 96. These prices are per lineal foot of pipe laid, including all work, labor and material incidental to such laying, excepting that:

(1) If new pipes have to be provided and are ordered by the Engineer, such new pipes will be paid for in addition to the price paid for laying, etc., at the prices stipulated in Schedule Items 100 and 101, which prices are to cover cost of the new pipes delivered on the work. This does not relieve the Contractor, however, of his obligation to preserve all pipe that is in good condition and can be reclaimed and used, in order to avoid the necessity whenever possible of providing new pipe.

(2) If the pipes in their new locations are outside of the ordered net lines for excavation for the railroad structure, necessitating additional excavation and restoration of street surface, such excavation will be paid for at the prices stipulated in Schedule Items 2-A and 3-A (which prices shall include all the matters referred to in Section No. 92) and such restoration of street surface will be paid for at the prices stipulated in Item 30.

Measurements in Pipe Excavations.

Section No. 61. In the estimate and payment for earth excavation for pipe laying, allowance will be made for a width of trench two (2) feet wider than the interior diameter of the pipe and a depth six (6) inches deeper than the inner diameter of the pipe, measured from the surface of the street on the line of the trench. Where, in the opinion of the Engineer, the trench for laying pipes 30 inches or more in diameter requires to be close sheeted, allowance will be made in the estimate for payment for earth excavation for a width of trench three (3) feet wider than the interior diameter of the pipe, when the trench is so sheeted.

For the building of valve chambers and other structures and for the setting of valves, valve boxes and hydrants, the total excavation to be allowed will be that within vertical planes one foot outside of the outside lines of such structures, valves, valve boxes or hydrants, the depth being taken as the distance from the street surface to the lowest part of the structure or appurtenance.

At the intersection of two trenches or at the intersection of a pipe or other trench with an excavation made by the Contractor under orders from the Engineer, for any purpose whatsoever, the cubical contents of the intersection will be allowed only once. Under no circumstances will a double allowance be made for any excavation.

In the measurement for rock excavation for pipe laying, allowance will be made for a width of trench two (2) feet wider than the interior diameter of the pipe; allowance for the depth of trench will be eight (8) inches deeper than the outside of the barrel of 20-inch or smaller pipe and twelve (12) inches deeper than the outside of the barrel of pipe of larger diameter, measured from the surface of the rock on the line of the trench. No additional allowance will be made for the removal of rock under the bells to give the required clearance.

For building of valve chambers and other structures and for the setting of valves, valve boxes and hydrants, the total amount of rock excavation to be allowed will be the same as specified for earth excavation, except that the depth will be taken as the distance from the surface of the rock to the lowest part of the structure or appurtenance.

Necessary Permanent Changes of Electric Conduits and Ducts.

Section No. 62. Changes of electric conduits or ducts and their appurtenances found in the streets, other than street railway ducts, payment for which is provided for in Schedule Item 75), made necessary because of physical interference with the railroad structure, and requiring the removal, relaying or reconstruction in other than the original position, will be paid for at the prices stipulated in Schedule Items 127 and 127-A. The price per duct foot as provided in Schedule Item 127 is to include the cost of all ducts in place (except wrought iron pipe used as ducts); of all manholes, vaults, service boxes and their appurtenances; of drawing cables and providing new cables where necessary; of the proper restoration of all services that may be affected by the changes in the duct lines; of such excavation and restoration of street surface as may be necessitated by the changes in the duct lines, and all other work and material incidental to and necessary for the completed duct lines. Wrought iron pipe used as ducts will be paid for at the prices stipulated in Schedule Item 127-A, which prices are to include all the work specified under Item 127.

Maintenance of Railroads—Surface Railroads.

Section No. 63. The Contractor shall maintain and support, in a manner that will cause the minimum interference with traffic, all surface and subsurface railroads along the line of or crossing the line of the work:

The Contractor shall maintain and support, both temporarily and permanently, in a safe condition all street surface railroads, including ducts, cables and all other appurtenances of such railroads; he shall rebuild either in their original or in new locations all parts of such surface railroads, including ducts, cables and all other appurtenances of such railroads, whose reconstruction or rebuilding may be necessitated by the construction of the work. Payment therefore (except in the case of sewer trenches, where the cost of such work is included in the price paid for sewer excavation) will be at the rates specified in Schedule Item 75, which prices will include the cost of all work incidental thereto. Where permanent masonry supports are required and added, and where additional vaults in excess of the number existing are required and constructed to give equivalent facilities, they will be paid for at the prices given in the Schedule for the several classes of work or material applicable thereto.

The Contractor shall support and maintain both temporarily and permanently in a safe condition all subsurface railroads and their appurtenances. Payment therefor shall be deemed included in the prices for excavation, Schedule Items 1, 1-A and 3.

Facilities to be Given to Make Extensions.

Section No. 64. In the event of the owners or the City desiring to make any addition, alteration or extension to their structures, or do any work to or in connection with surface, subsurface or overhead structures owned by them, or it, or to lay any new structure in or across a street occupied by the Works at the time the work under this contract is in progress, the Contractor, by written permission, shall give said owners or the City all reasonable opportunity to perform such work; provided such work or alteration for the benefit solely of the owners of subsurface structures does not cause the Contractor any serious loss or delay, as shall be determined by the Commission. The written permission from the Contractor, with three prints of plans or sketches, or a description indicating the proposed work in detail, shall be submitted to and approved by the Engineer before any work shall be proceeded with under such written permission.

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Excavation.

Width of Excavation.

Section No. 65. Special care must be taken to avoid damage wherever excavation under cover is being done or where open excavation is permitted. The width of such excavation shall not exceed the width actually necessary, in the opinion of the Engineer, for the proper prosecution of the work. All excavations shall be of such width, in addition to that of the Railroad, as shall be necessary, in the opinion of the Engineer, for the proper and expeditious progress of the work, and to permit the laying and readjusting of all sewers, mains, subways and other subsurface structures encountered along the route and contiguous to the Railroad.

Depth of Trenches.

Section No. 66. Trenches shall be excavated to such depth, both in soft ground and rock, as may be necessary to permit the laying of such concrete bed or special foundation as may be deemed necessary by the Engineer.

Sides to Be Secured.

Section No. 67. The sides of the excavations shall be secured against slips by suitable sheet piling or sheeting, held in place by braces, shores or walling timbers, special precautions being taken where there is additional pressure, due to the presence of buildings or other structures. Where a movement of the ground might cause the settlement of an adjacent building, the sheeting must be started, if near the building, before the elevation of the bottom of the foundation of the building is reached; if away from the building, at such depth of the excavation as the Engineer may permit; and the excavation must not be made in advance of or below the bottom of the sheeting.

Filling Back of Sheeting.

Section No. 68. Sheeting shall be driven wherever possible, but when it is placed against the sides of the excavation, the spaces or voids back of the sheeting must be immediately and carefully filled with suitable material to prevent as far as possible the natural ground back of the sheeting from moving.

Buildings Underpinned.

Section No. 69. The Contractor, where necessary, shall safely and permanently underpin adjacent buildings the bottom of whose foundations are above the bottom of the adjacent subway excavation, or otherwise as directed by the Engineer. By "underpinning" is meant such method of construction as will transfer the foundation loads to such lower level as is necessary to secure adjacent ground and the building thereon, or to prevent bringing an unusual pressure on the subway structure when completed. The underpinning shall be designed to furnish a safe and permanent support for each independent building against settlements or lateral movements. To accompnish this result the Contractor shall use such methods of underpinning, pneumatic or otherwise, as special conditions may require and the Engineer shall approve.

Payment For.

Section No. 70. Where underpinning of a building is necessary and the work is done as provided in Section No. 69, payment will be made to the Contractor as, and at the price, provided in Schedule Item 4. This price is per lineal front foot of building underpinned. The lineal front foot measurement does not mean the perimeter measurement of a building front, along the lines of stoops, bay windows, etc., but the straight front measured along the line parallel to the street building line. Where the subway excavation projects into a transverse street, as at stations, and underpinning is necessary, the lineal front foot measurement will be increased by the measurement in such transverse street within the limits of the subway. The price is to include the payment for all underpinning work of whatever nature required in connection with the building proper, such as side walls, both interior and along transverse (except as noted above) streets; partition walls, both parallel and perpendicular to the building front; interior columns and any other underpinning which may be required. But the price is not to include the payment for underpinning vaults, stoops or porches; the payment for such underpinning when required, shall be deemed included in the price for excavation, Schedule Items 1 and 3. If ordered by the Engineer, the Contractor shall dig test pits alongside the building foundations to determine the necessity for underpinning. Payment for such test pits will be made to the Contractor as and at the price provided in Schedule Item 2-A.

Sheeting.

Section No. 71. No payment shall be made to the Contractor for sheeting left in the ground or in the work, unless the Engineer shall in writing require it to be left in, in which case payment shall be made to the Contractor for the sheeting so left in as measured by the Engineer, and at one-half the current market price for new material of the same grade, character and dimensions, and without any allowance or payment for placing the same or the expense thereof. This section applies only to the sheeting in trench work.

Timber for Temporary Purposes.

Section No. 72. All timber used for sheeting, shoring, bracing, decking or other temporary purposes, shall be sound and free from any defects that may impair its strength. It shall be provided, placed and removed at the Contractor's own cost and expense. The top or wearing surface of all decking used for carriageways shall be of hard yellow pine (unless otherwise permitted), sound, straight, and free from all shakes, and large loose knots. All sheeting and timber used temporarily shall be put in place by skilled mechanics, keyed tight by wedges where necessary, and so arranged as to be withdrawn readily without endangering the adjoining soil.

Vaults of Abutting Property.

Section No. 73. The cost of the removal, where necessary, of all walls or other parts of vaults of abutting property along the line of the Railroad that are within the ordered net lines of excavation is to be included in earth excavation as provided in Section No. 87, but the restoration of all such walls or other parts of vaults originally within the ordered net lines of excavation will be paid for at the unit prices specified in the Schedule applicable to the several classes of work and material involved in such restoration.

The above is not to be construed, however, as applicable to any work beyond the ordered net lines of excavation, which shall be done at the Contractor's own cost and expense.

Vaults Disturbed.

Section No. 74. Wherever vaults are broken through or otherwise disturbed, the Contractor shall at his own cost and expense erect a temporary partition on or about the building line, or as directed, that will afford proper protection to the owner or occupant of the adjoining premises.

Rock.

Section No. 75. Ledge rock in place, and boulders within the ordered line of excavation whose volume is a half a cubic yard or more each, will be considered as rock excavation. (See Section No. 427).

Preparations for Rock Measurement.

Section No. 76. Whenever rock is encountered in the trench, it shall be stripped of earth in sections of not less than twenty feet in length; and the Engineer in charge shall be duly notified, in order that he may measure or cross-section the same.

Blasting.

Section No. 77. Whenever rock or material requiring blasting is encountered in any trench or tunnel, all necessary precautions must be exercised by the Contractor, as required by the ordinances of the City relative to blasting. Explosives shall be used only of such character and strength as may be permitted by the Commission, and the right is reserved for the Engineer to direct that in special cases ordinary blasting powder only, in small charges, shall be used. Blasting shall not be done between the hours of 11 p. m. and 7 a. m. without the express permission of the Engineer, and under such restrictions as he may impose.

Storage of Explosives.

Section No. 78. No larger quantity of explosives shall be kept on the line of the work than will be actually required for the twelve (12) hours of work next ensuing, and it shall be kept under lock, the key to which is to be only in the hands of the foreman or other equally trustworthy person. The amount of explosives kept in any one place shall not exceed the limit permitted by any ordinance of the City, or as may be determined by the Commission. Caps and exploders shall not be kept in the same place with dynamite and other explosives. During freezing weather, special precautions shall be taken as to the care and manipulation of dynamite.

Near Pipes and Mains.

Section No. 79. Whenever any pipe or main is encountered in or alongside of the trench, right is reserved to direct that all rock within five (5) feet of the same shall be removed by means other than blasting.

General Precautions in Blasting.

Section No. 80. In rock excavation in the trenches for the Railroad the work must be so regulated as to avoid, as far as possible, shattering the rock beyond the established line for excavation.

Concrete Packing.

Section No. 81. In open trench rock excavation, where the rock is shattered beyond the established line of excavation, the concrete of the structure shall be rammed to the rock, and such concrete beyond the established line of excavation shall be provided and placed at the Contractor's own expense.

Close Drilling.

Section No. 82. Generally the central portion of the excavation must, when directed by the Engineer, be kept some distance in advance of the excavation near the sides, and if the rock, owing to its general character and structure, has a tendency to break large, or the strike and dip of the stratification indicate a liability to slip or slide into the excavation, the Contractor must place the drill holes at close intervals on the established lines for excavation, in order to avoid excessive excavation and to preserve the established lines thereof.

Pumping.

Section No. 83. Whenever water is encountered in trenches, the same shall be removed by bailing or pumping, great care being taken when pumping that the surrounding particles of soil be not disturbed or removed. If necessary to prevent such disturbance, the pumping must be done by a series of driven wells whose points are protected by fine wire cloths, the rate of flow at each well being made so slow as not to remove the particles of soil; or the pumping must be done by other means approved by the Engineer. The delivery from all pumps shall be conducted into the adjacent sewers, and the delivery pipes shall be so arranged as to be readily inspected at all times to ascertain if the water is free from particles of soil.

Carts to be Tight.

Sction No. 84. All carts, buckets or other vehicles used by the Contractor for the removal of material, shall be tight and so arranged and so loaded as not to spill over. Whenever a cart, bucket or other vehicle so used is leaky or unsuitable, it shall be immediately withdrawn from the work on notification by the Engineer, or his duly qualified assistant, in charge of that portion of the work.

Removed Expeditiously.

Section No. 85. Excavated material shall be removed expeditiously and disposed of, in any place selected by the Contractor, subject to the ordinances and regulations of the City authorities governing the disposal of such material, and the regulations of the United States Government as to the disposal or dumping of material in and about or near the Harbor of New York.

When Excavated Material May be Taken by City.

Section No. 86. If at any time during the course of construction the City shall desire for city purposes any part of the material excavated, and the cost of such disposal shall not exceed the cost to the Contractor of the method in which he is then disposing of it, the Commission may order such material dumped or turned over to the City at a point designated without cost to the City.

Earth Excavation, Definition of.

Section No. 87. Earth excavation includes the excavation of all materials of whatever nature encountered in the trenches, excepting ledge rock in place and boulders whose volume is a half a cubic yard or more each.

Excavation in Trenches, How Measured.

Section No. 88. The net outside width of the railroad structure, as ordered and indicated on the plans, and the depth, also as ordered and as indicated on the plans, will govern as to width and depth in the measurements for payment for excavation. No deduction from the volume of excavation determined as above, will be made on account of basements or cellars in property acquired by the City for the construction of the Railroad or on account of vault space or spaces occupied by pipes and other subsurface structures.

No Allowance Outside of Ordered Net Lines.

Section No. 89. There will be no measurement or allowance made nor money paid for excavation outside (below or wider than) the net measurement lines as above indicated, or in rock excavation, for irregularities of surface; and no allowance shall be made for any excess excavation caused by slips or slides. It is understood and agreed that for all such matters the Contractor has estimated and allowed in the unit prices of the Schedule.

Change of Street Grade.

Section No. 90. Where the contract drawings indicate that the grade of any street is to be raised the Contractor shall fill in the street to the changed grade as required and such work shall be measured and paid for at the price stipulated for earth excavation, Schedule Item 1.

Payment for Excavation.

Section No. 91. Excavation shall be paid for at the price or prices given in Schedule Item 1 and 1-A for excavation in earth and Item 3 for excavation in rock.

Prices for Excavation to Include.

Section No. 92. The prices herein stipulated for excavation, Schedule Items 1, 1-A and 3, are to include the cost of the disposal of the materials excavated, of backfilling, of all decking and bridging, of all sheeting and bracing, and of maintaining and supporting of trenches during and after excavation, of all pumping or bailing, and of the maintenance, support, etc., of all surface, subsurface and overhead structures of whatever nature, payment for the maintenance and support of which is not herein elsewhere *specifically* provided for.

6.

Backfilling.

Quality of Material—How Placed.

Section No. 93. The trenches at the sides of and over the top of the subway and wherever backfilling is necessary, shall be backfilled with sand, gravel or other good clean earth, free from perishable material and from stones exceeding six (6) inches in diameter, and not containing in any place a proportion of stone of or below that size exceeding one (1) part of stone to five (5) parts of earth. The filling shall be compacted by flooding with water or, in cases where flooding with water is not practicable it shall be compacted by ramming in layers, not exceeding six is not practicable it shall be compacted by ramming in layers, not exceeding six (6) inches in depth. In open trench rock excavation, where the rock is shattered beyond the established line of excavation, concrete packing shall be provided in accordance with Section No. 81.

Subsurface Structures—Frozen Material Not Permitted.

Section No. 94. Whenever pipes, sewers, or other subsurface structures are met with, the filling must be carefully packed, rammed and tamped under and about such subsurface structures, using special tools for the purpose. No filling of trenches with frozen earth will in any case be permitted, nor will any filling be permitted over frozen material.

Sheeting Removed.

Section No. 95. As fast as the work of filling permits, sheeting and other timber supporting the sides of the excavation shall be carefully withdrawn, or if directed by the Engineer, shall be left in place, and the spaces left by the removal of such material carefully backfilled.

How Paid For.

Section No. 96. The cost of back-filling is to be included in the prices paid for earth and rock excavation, Schedule Items 1, 1-A, 2-A, 3 and 3-A.

7.

Piling and Timbering.

Character of Piles.

Section No. 97. If in the judgment of the Engineer the ground is of such a character as to require piling, the Contractor shall drive such piles as the Engineer directs. The piles shall be of good, sound pine or spruce, or other acceptable timber, straight and free from shakes; they shall be not less than twelve (12) inches in diameter at the butt end, or less than six (6) inches in diameter at the point, and shall be driven to the satisfaction of the Engineer and by means of a steam hammer driver if so required by him. If necessary the points of the piles shall be protected by proper shoes, and the butts by rings or caps. Piles shall not be spliced unless permitted by the Engineer, and then in such manner as he directs. Piles shall be carefully cut off to the grade given by the Engineer.

Piles Driven in Required Location.

Section No. 98. Piles shall be driven in the position and manner and to the depth ordered; if driven in a wrong position or injured in any way by driving they must be withdrawn and replaced by others. After being driven they shall be cut off to a true plane for proper adjustment with capping timber or masonry.

Payment for Timber Piles.

Section No. 99. The price herein stipulated to be paid, per lineal foot of timber piles, Schedule Item 12, is to cover the cost of furnishing, driving and preparing the piles ready for the capping timbers or masonry, and the portion cut off and removed will not be included in the length measured for payment. No test piles, guide piles, or piles other than those that are a part of the finished foundation and are included within the net width of the finished foundation will be paid for.

Concrete Piles.

Section No. 100. If in the judgment of the Engineer special conditions so require, piles of re-inforced concrete of an approved form of construction shall be used.

Payment for Piles Other Than Timber Piles.

Section No. 101. Payment for piles other than timber piles will be as provided in Article XII of the contract.

Grillage.

Section No. 102. Timber grillage foundations shall be built if so directed by the Engineer.

Foundation Timber.

Section No. 103. All foundation timber shall be of pine or spruce, or other timber permitted by the Engineer, sound and free from shakes. It shall be of such dimensions, and laid in such manner, as the special plans to be issued shall require, and held in place by spikes or good seasoned oak or locust treenails.

Foundation Timber, Measurement and Payment.

Section No. 104. No wastage is to be allowed for, and the estimate of the quantities of foundation timber used will be based on the amount ordered by the Engineer and placed according to his directions. Payment for foundation timber will be as provided in Schedule Item 13.

8.

Cement.

Portland Cement.

Section No. 105. All cement used in the work shall be true Portland cement, by which is meant the finely pulverized product, resulting from the calcination to incipient fusion of a properly proportioned intimate mixture of argillaceous and calcareous earths or rocks to which no addition greater than three (3) per cent. has been made ubsequent to calcination.

Brand to be Approved.

Section No. 106. Before any cement is furnished, the brand shall receive the approval of the Engineer. Cement, to be acceptable, shall be of a well-known brand which has been in successful use for large engineering works in America for at least five (5) years, and which has an established reputation for uniform character. Preference will be given to cements which, by their records, show a tendency to maintain high strength of mortar with increased age.

Inspection.

Section No. 107. Cement shall be subject to inspection at the place of manufacture or on the work, and to such tests as may be ordered by the Engineer. The Engineer or his representatives shall have access at all times and places to inspect the methods of manufacture, storage and protection, and shall have liberty to inspect the daily laboratory records of tests and analyses at the cement works.

Tests.

Section No. 108. In general, tests will conform to the methods recommended by the Committee on Uniform Tests of Cement of the American Society of Civil Engineers. Unless otherwise directed, samples will be taken at the place of manufacture by a representative of the Engineer, and sent to the Commission's laboratory, where the tests will be made. If required, tests will be made on the individaul samples, without intermixing.

Specific Gravity and Color.

Section No. 109. The cement shall have a specific gravity of not less than 3.10 nor more than 3.25 after being thoroughly dried at a temperature of 212 degrees Fahr. The color shall be uniform, bluish gray, free from yellow or brown particles.

Chemical Analysis.

Section N. 110. Chemical analysis of cement made from time to time shall show a reasonably uniform composition. Cement shall not contain more than 1.75 per cent. of sulphuric anhydride (SO_3) nor more than 4 per cent. of magnesia (MgO).

Fineness.

Section No. 111. The fineness of the cement shall be such that it shall leave by weight a residue of not more than eight (8) per cent. on a No. 100, and not more than twenty-five (25) per cent. on a No. 200 sieve; the wires of the sieves being respectively 0.0045 and 0.0024 inch in diameter.

Time of Setting.

Section No. 112. It shall not develop initial set in less than thirty (30) minutes unless a more quickly-setting cement is specifically required, and shall develop hard set in not less than one (1) hour nor more than ten (10) hours.

Soundness.

Section No. 113. Pats of neat cement, after remaining one (1) day in moist air, shall be kept in air or water of normal temperature for at least twenty-eight (28) days, or shall be exposed to an atmosphere of steam, above boiling water, in a loosely closed vessel for at least five (5) hours; and the separate parts under any of these conditions, shall remain hard without any indications of checking, cracking, distortion, disintegration or blotching.

Tensile Strength.

Section No. 114. Neat cement briquettes shall have at the end of one (1) day in moist air a breaking strength, per square inch of sectional area, of not less than one hundred and fifty (150) pounds; at the end of seven (7) days—one (1) day in air, six (6) days in water— of not less than five hundred (500 pounds; at the end of twenty-eight (28) days—one (1) day in air, twenty-seven (27) days in water—of not less than six hundred (600 pounds. The strength at twenty-eight (28 days shall not be less than that at seevn (7) days.

Mortar Briquettes.

Mortar briquettes, composed of one (1) part of cement and three (3) parts of standard Ottawa sand, by weight, shall have at the end of seven (7) days—one (1) day in air, six (6) days in water—a breaking strength, per square inch of sectional area, of not less than two hundred (200) pounds; and at the end of twenty-eight (28) days—one (1) day in air, twenty-seven (27) days in water—or not less than three hundred (300) pounds. The strength at twenty-eight (28) days shall show an increase of not less than fifty (50 pounds over the strength at seven (7) days.

Long-time Tests.

Section No. 115. Tests will be made from time to time extending over longer periods than twenty-eight (28) days. If such tests show a tendency to unsoundness or unusual reduction in strength with increased age, the Engineer shall have the right to prohibit the further use of that brand and to require that another brand besubstituted.

Storage During Tests.

Section No. 116. All cement shall be held in storage to allow ample time for tests to be made before the cement is required for use in the work.

How Contained.

Section No. 117. Cement shall be packed and delivered in canvas sacks or other strong, well-made packages, plainly marked with the manufacturer's brand, and sealed in an approved maner. The weights of such packages shall be uniform.

Methods of Storing.

Section No. 118. The Contractor shall at all times keep in store on the work, or at some point convenient thereto, an abundant supply of cement, so as to guard against possible shortage. It shall be stored in a weather-tight building, with a tight floor a proper distance above the ground, and with sufficient floor space to admit of storing each lot of cement, of not more than two hundred (200) barrels, or its equivalent, separately, so as to facilitate identification of each individual lot in case of necessity for further tests or rejection. Cement that has become partially set or otherwise damaged shall not be used.

9.

Mortar.

Cement and Sand—Mixing.

Section No. 119. All mortar shall be prepared from accepted cement and clean, sharp sand, approved by the Engineer. These ingredients shall be thoroughly mixed dry in the proportions as specified below; water shall then be added, so as to produce a stiff paste. Water used in mortar, grout or concrete must be clean, fresh water, no salt water being permitted. The mortar shall be freshly mixed for the work on hand, in proper boxes made for that purpose, and no mortar shall be used that has stood beyond such limit of time as may be determined by the Engineer.

How Measured.

Section No. 120. For purposes of mixture, three hundred and seventy-five (375) pounds of Portland cement shall be estimated at three and one-half (3½) cubic feet of volume. The proportional parts of sand and stone or gravel shall be by volume as cast into the measuring box. The proportions for brick and stone masonry shall be one (1) part cement to two (2) parts sand; for pointing, one (1) part cement and one (1) part sand; for concrete masonry, as specified under the head of concrete; and for other classes of work, as directed by the Engineer.

Grout.

Section No. 121. If required by the Engineer, a grout, consisting of one (1) part fine, clean and sharp sand and one (1) part of Portland cement, shall be pumped in under pressure, so as to completely fill all the voids in or behind the masonry.

Payment for Grout.

Section No. 122. Where grout is ordered and used, it shall be paid for at the price herein provided, Schedule Item 11.

10.

Masonry.

Laid in Portland Cement.

Section No. 123. All masonry, except as otherwise specified, shall be laid in Portland cement mortar, and shall be built of the forms and dimensions shown on the plans, or as directed by the Engineer from time to time; and the system of joining or bonding ordered by the Engineer shall be strictly followed.

Water Not to Interfere With.

Section No. 124. Care must be taken that no water shall interfere with the proper laying of masonry in any of its parts.

Freezing Weather.

Section No. 125. During freezing weather such masonry only shall be built whose construction, in the judgment of the Engineer, can not be postponed, except at the cost of delaying the work. The Contractor shall provide such appliances as are necessary for heating the water and the materials used in the masonry according to the specific instructions of the Engineer.

Protected in Freezing Weather.

Section No. 126. During freezing weather all masonry shall be potected by a suitable covering of salt hay, canvas, tarpaulin or by such material or in such ways as may be necessary to insure it against freezing.

Hot Weather.

Section No. 127. During hot weather all masonry, especially concrete, shall be kept wet by sprinkling and properly covered until it has become thoroughly set and hardened.

Pointing.

Section No. 128. Unless otherwise permitted, every joint that is to be pointed shall be raked out, within two (2) days after being laid, to a depth of at least two (2) inches.

Section No. 129. Pointing of the face joints of masonry shall be thoroughly made with cement mortar mixed in the proportion of one (1) part of cement to one (1) part of sand, except where otherwise specially provided.

Section No. 130. No pointing shall be done in freezing weather, and masonry laid between December 1st and April 1st shall not be pointed until permitted by the Engineer.

Defective Masonry.

Section No. 131. Any masonry which is found to be defective from any cause whatsoever, before the final completion and acceptance of the work, must be removed and properly rebuilt, or if damaged during such time must be properly repaired.

Stone Cleaned.

Section No. 132. All stone before being laid shall be thoroughly cleaned, and washed if so directed by the Engineer.

11

Concrete.

How Composed.

Section No. 133. The concrete shall be composed of gravel or broken stone, or a mixture of both, free from all dust and dirt, and mixed together with the proportion of mortar specified below.

Sand.

Section No. 134. Sand for concrete shall be of the kind herein specified for mortar.

Stone.

Section No. 135. Stone for concrete shall be sound, clean gravel, or sound, hard, broken limestone, or trap rock, or a mixture of such gravel and broken stone may be used.

Sizes of Stone.

Section No. 136. Broken stone or gravel for concrete shall be graded from fine to coarse, and that which is all of one size, or practically so, shall not be used. It shall be screened or washed so as to remove all dust, and it shall contain no pieces that will pass through a hole three-eighths (⅜) inch in diameter, and no pieces that will not pass through a hole one and one-half (1½) inches in diameter. Broken stone or gravel for concrete, graded as above, but between three-eighths (⅜) and three-fourths (¾) inch in diameter, may be required and used in special parts of the work.

Rubble Concrete.

Section No. 137. In concrete where the thickness is thirty (30) inches or more, if permitted by the Engineer, the Contractor may imbed in the same, pieces of clean, sound stone whose greatest diameter does not exceed twelve (12) inches and whose least diameter or thickness is not less than three-quarters (¾) of the greatest diameter. These stones shall be set by hand in the concrete as the layers are being rammed, and so placed that each stone is completely and perfectly imbedded. No two (2) stones shall be within six (6) inches of each other and no stones within four (4) inches of an exposed face, nor shall any such stone be placed nearer than six (6) inches to any metal built in the concrete for reinforcing the same.

Proportions.

Section No. 138. The proportions of cement, sand and stone (or gravel) used in making concrete shall be as follows:

Section No. 139. Concrete in floor, sidewalls and roof one (1) part of cement, two (2) parts of sand and four (4) parts of stone.

Section No. 140. Protective concrete outside of waterproofing lines on sides and roof, one (1) part of cement, four (4) parts of sand and eight (8) parts of stone.

Mixing by Machine.

Section No. 141. Whenever practicable, concrete shall be machine mixed. A rotary machine of a pattern approved by the Engineer, and mixing only one batch at a time, shall be used.

Mixing by Hand.

Section No. 142. When concrete is mixed by hand the stone or gravel shall be spread on a platform in a bed about six (6) inches thick, and shall be thoroughly wet. Sand shall be spread on a platform and the requisite portion of cement spread on the sand. After thoroughly mixing the latter, the dry mixture thus formed shall be spread evenly over the bed of stone wet as above, and the whole turned over until thoroughly mixed, but not less than two (2) turnings on the mixing board shall be allowed in any case, water being added as necessary. Care shall be taken to keep the bed of concrete wet and avoid piling.

How Laid.

Section No. 143. Concrete shall be placed immediately after mixing in layers of such thickness as may be directed by the Engineer, and shall be thoroughly compacted throughout the mass by ramming or spading, special tamping bars or tools being used as approved by the Engineer. The amount of water used in making the concrete shall be as approved by the Engineer. If a small amount of water has been used in mixing, ramming shall be continued until the water flushes to the surface; as a rule, however, concrete shall be placed wet.

Made Smooth to Receive Waterproofing.

Section No. 144. Concrete to which waterproofing is to be applied shall be made smooth at the time of laying and shall be carefully protected from injury by barricades or otherwise, if necessary, until thoroughly set.

Time for Hardening.

Section No. 145. Concrete shall be allowed to set for twelve (12) hours, or more, if so directed, before any work shall be laid upon it; and no walking over or working upon it shall be allowed while it is setting. Concrete shall not be flooded with water before being thoroughly set.

Rock Surface be Cleaned.

Section No. 146. Before laying concrete on rock surfaces the latter shall be swept clean of all the debris and dirt, and when laid on earth the earth shall be rammed as directed before placing the concrete.

Surface Rough for Bonding.

Section No. 147. Wherever a section of concrete is necessarily left unfinished, leaving a surface which will be hard set before additional concrete can be laid, care shall be taken to flush the cement to such surface, and such dovetails or grooves shall be formed as may be necessary to insure a good bond with the new work; and if deemed necessary by the Engineer, the joints shall be reinforced with steel bars or dowels, to be furnished by the Contractor.

Joints Cleaned.

Section No. 148. In all cases of joints of old with new work the old surfaces shall be thoroughly cleaned and wet, and a coating of mortar or cement shall be applied, if required, before placing the concrete.

Forms.

Section No. 149. Suitable forms shall be provided by the Contractor to support the concrete while being placed in the walls or roofs. These forms shall be immediately replaced by new ones as soon as they commence to lose their proper shape. Before being used they shall be carefully cleaned of cement and dirt in order to provide a perfectly smooth face to the exposed surface of the concrete. The forms shall be made of wood, kept carefully planed; or made of metal sufficiently thick to retain their shape without the use of wood.

Section No. 150. No forms made of wood, and covered with iron will be permitted.

Section No. 151. The forms if made of wood, shall be made of boards with tight joints, tongued and grooved, if required by the Engineer.

Precautions in Placing.

Section No. 152. Every precaution shall be taken in placing or assembling the forms to do so in such manner that when removed, after the concrete has been placed, the faces of the concrete that are to remain exposed shall present a smooth and even surface.

Forms, How Set—Forms Removed—Surface Irregularities Corrected—Defective Work Replaced.

Section No. 153. The forms shall be set true to line, firmly secured, and be so tight as not to allow water in the mortar to escape; they shall be thoroughly wet before placing the concrete and shall be removed as soon after the concrete has been placed as in the judgment of the Engineer may be done with safety to the work. Immediately on the removal thereof the faces that will remain exposed shall be carefully examined and any irregularities of the surface corrected; projections shall be removed and voids filled with mortar. If, however, the voids are such as to indicate an excessive loss of mortar, portions of the concrete shall be cut out to the fullness of such defects and the space refilled with a rich concrete or mortar in such proportions and in such manner as the Engineer may direct.

Reinforcement Steel.

Section No. 154. Where reinforcement steel or wire mesh is used, efficient means shall be provided to maintain it in the exact position it is to occupy in the completed work, and to prevent it from becoming dislodged, or moved in any manner, when concrete is placed.

Surfaces Not to be Painted.

Section No. 155. The exposed faces of the concrete shall be left with the natural cement finish; therefore, immediately following the removal of the forms, followed by the removal of the projections and the filling of voids as provided above, these entire surfaces shall be rubbed down in such a manner, approved by the Engineer, as will leave a smooth and even surface, the object in view being to obtain a generally smooth finished surface with uniformity in color.

The preceding paragraph does not apply within station limits.

Impervious to Water.

Section No. 156. It is intended to obtain concrete impervious to water; the concrete shall be mixed and deposited with this end in view, and on the roof of the Railroad, if waterproofing is not used, the top surface of the concrete shall be carefully troweled as may be directed in order to add to its imperviousness.

Concrete, How Measured and Paid For.

Section No. 157. Concrete masonry shall be measured in place in the work to the prescribed net lines ordered by the Engineer and shall be paid for at the prices in Schedule Items 6 and 7; which prices are to include the cost of all scaffolding, centers, forms, etc., and removing the same, and all work incidental thereto.

Backing or Filling Concrete, Not Paid For.

Section No. 158. No concrete backing or filling outside of the ordered net lines of excavation will be paid for.

(For Concrete in Sewers, see Sewers.)

12.

Brick Masonry.

Quality.

Section No. 159. Bricks for masonry shall be of the best quality common bricks, burned hard entirely through, regular and uniform in shape and size and of compact texture.

Hollow Terra Cotta Blocks.

Section No. 160. Hollow terra cotta blocks or bricks may be required on the outside of walls of the structure or at such other places as the Engineer may direct. They shall be of the best porous terra cotta as approved by the Engineer, and shall be laid in such manner as hereinafter specified or as the Engineer may direct.

Similar terra cotta blocks or bricks may be required in station work.

How Laid.

Section No. 161. All brick masonry shall be laid in mortar of the quality above described, except that in exposed locations coloring matter may be added, if required by the Engineer. The bricks shall be laid to line with joints in the face work not exceeding one-quarter (¼) of an inch in the beds, and three-eighths (⅜) of an inch on ends; the bricks to be thoroughly wet before laying and to be completely embedded in mortar under the bottom and on the sides and ends at one operation, care being taken to have every joint full of mortar.

All exterior surfaces shall be smooth and regular.

Cleaned.

Section No. 162. The inside faces of all arches and other exposed parts shall have all the mortar scraped off and washed clean immediately after the centers have been struck, and shall be pointed and left in neat condition.

No "Bats" or Culls.

Section No. 163. All bricks of whatever nature shall be carefully culled and if necessary gauged before laying, at the expense of the Contractor. No "bats" shall be used except in large masses of brickwork, where a moderate proportion, to be determined by the Engineer, may be used, but nothing smaller than half bricks.

Racked or Toothed.

Section No. 164. All unfinished work shall be racked back or toothed, as directed by the Engineer, and before new work is joined to it the faces of the brick in the old work must be scraped entirely clean, scrubbed with a stiff brush and be well moistened.

Special Bricks.

Section No. 165. Where necessary to make a neat joint in connection with steel framework, or at corners, curves, or other similar places, special bricks of proper shape shall be furnished and used. All centers and forms shall be made to fit the curves of the work; they shall be put up and removed in a manner satisfactory to the Engineer.

Measurements and Payments.

Section No. 166. Brick masonry shall be measured to the lines indicated and shown on the plans and as ordered by the Engineer and shall be paid for as herein stipulated in Schedule Item 9, for common brick masonry, Item 9-A for vitrified brick masonry and Item 10 for hollow terra cotta brick or tile masonry; these prices are to include the cost of all scaffolding, forms, centers, etc., and the removal of the same, of all plastering and pointing, and of all other work incidental thereto.

13

Stone Masonry.

Rubble Stone Masonry, Where Used.

Section No. 167. Rubble stone masonry will be used for supporting the street railroads over the roof of the Railroad where permanent supports are required, or at such other places as the Engineer may require.

How Laid.

Section No. 168. Rubble stone masonry shall be made of sound, clean stone of suitable size, quality and shape for the work in hand and shall be laid in mortar mixed in the proportion of one (1) part of cement to three (3) parts of sand. All beds and joints shall be well filled with mortar and the work must be thoroughly bonded.

Dry, Rubble Masonry.

Section No. 169. In connection with the construction of sewers, or whether else directed by the Engineer, dry rubble masonry shall be used. It shall consist of sound, clean stone not less than three (3) inches thick and one (1) cubic foot contents, laid on natural beds and bonded to give greatest degree of strength, with such spalls as are required for leveling.

Measurements and Payments.

Section No. 170. Rubble stone masonry shall be measured in place in the work and to the lines ordered by the Engineer, and it shall be paid for as herein stipulated under Schedule Item 8 if with mortar, and under Item 8-A if dry.

Other Masonry.

Section No. 171. In case, during the progress of the work, stone masonry of a different class than that specified above shall become necessary and shall be required by the Engineer, the same shall be constructed according to specifications applicable to the best work of such class, and it shall be paid for as provided in Article XII. of the contract.

14

Waterproofing.

General Limits of Waterproofing.

Section No. 172. In general, waterproofing of the structure will be limited to over the roof between stations and to those surfaces near ground water or mean high water if ground water level is found for any reason to be below the mean high water. At other places free drainage shall be provided by pipe drains, hollow tile or broken stone.

At Stations.

At stations the roof and sidewalks also shall be waterproofed.

Protecting Masonry.

Section No. 173. The protecting masonry shall be hollow terra cotta blocks, common bricks or concrete, laid and paid for as herein elsewhere provided, and shall not be less than four inches in thickness.

Laid Against Sheeting.

Section No. 174. In places where permanent sheeting is placed at the waterproofing line, the waterproofing, if permitted by the Engineer, may be applied against the sheeting.

Surfaces to be Made Smooth.

Section No. 175. All surfaces to which waterproofing is to be applied shall be made as smooth as possible; on these surfaces there shall be spread either hot melted pitch or asphaltum in a thick layer of uniform thickness; on this layer of pitch or asphaltum shall be laid a treated woven fabric of such material as may be approved by the Engineer; this process shall be repeated until such number of layers as may be required by the Engineer have been placed and a final coat of pitch or asphaltum shall then be applied.

Definition of Term "Ply."

Section No. 176. The term "ply" as used in these specifications shall mean a layer of treated woven fabric, both sides of which shall be coated with pitch or asphaltum at the time of laying.

Number of Ply.

Section No. 177. The number of plies of waterproofing over the roof between stations shall in no case be less than three (3), except as hereinafter provided where brick laid in asphalt mastic is used.

At Stations.

On the sidewalks at stations the same conditions as in the preceding paragraph shall apply.

Brick in Asphalt Mastic.

Section No. 178. On the sides and bottom of the structure below a line of two (2) feet above ground water, or, if ground water is below mean high water level, then two (2) feet above mean high water, one (1) ply of waterproofing, as described above, shall be used with one or more layers of brick laid in asphalt mastic; the number of layers of bricks to be determined by the Engineer.

In any case where brick laid in asphalt mastic is not used, the number of plies shall be as local conditions require and as directed by the Engineer.

At Stations.

The requirements in the preceding paragraphs of this section likewise shall apply to the roof of the structure within station limits and over the tracks passing through the stations within said limits.

Quality of Brick.

Section No. 179. The quality of brick shall be the same as provided in the specifications under the head of Brick Masonry. The brick shall be properly dried and shall be heated before laying.

Measurements and Payments.

Section No. 180. Brick in asphalt mastic will be measured in place to the lines ordered by the Engineer, and will be paid for at the price herein stipulated, Schedule Item 16.

Section No. 181. Six (6) plies of waterproofing may be substituted for brick in asphalt mastic, if approved by the Engineer, and will be paid for as provided for fabric waterproofing.

Asphalt Mastic.

Section No. 182. Asphalt mastic shall contain one-third (⅓) waterproofing asphalt, the other ingredients to be sand and limestone dust or sand and Portland cement, in proportions governed by local requirements and weather conditions. In melting and mixing the mastic on the work its temperature shall not exceed 350° Fahr. All packages containing asphalt shipped to the work must be ditsinctly labeled with the manufacturer's name and the brand or number of the mixture.

Leaks Stopped.

Section No. 183. Any masonry that is found to leak at any time prior to the completion of the work and final acceptance thereof by the Commission shall be cut out and the leak stopped, at the sole expense of the Contractor.

Quality of Pitch.

Section No. 184. Pitch shall consist of either coal-tar or natural asphalt as the Engineer shall elect; it must be delivered on the work in packages that are plainly marked with the manufacturer's brand, and indicating the grade and quality of the material.

Coal-tar Pitch.

Section No. 185. The coal-tar pitch shall be straight-run pitch containing not less than twenty-five (25%) per centum and not more than thirty-two (32%) per centum of free carbon, which will soften at approximately 70° F., and melt at 100° F., being a grade in which distillate oils distilled therefrom shall have a specific gravity of 1.05.

Quality of Asphalt.

Section No. 186. The asphalt used shall consist of fluxed natural asphalt, or asphalt prepared by the careful distillation of asphaltic petroleum, subject to the approval of the Engineer, but however prepared, it shall comply with the following requirements:

The asphalt shall contain in its refined state not less than 95 per cent. of bitumen soluble in cold carbon disulphide, and at least 98½ per cent. of the bitumen soluble in cold carbon disulphide, shall be soluble in cold carbon tetrachloride. The remaining ingredients shall be such as not to exert an injurious effect on the work.

The asphalt shall not flash below 350 degrees Fahr. when tested in the New York State Closed Oil Tester. When 20 grams of the material are heated for five hours at a temperature of 325 degrees Fahr. in a tin box 2½ inches in diameter it shall not lose over 5% by weight, nor shall the penetration at 77 degrees Fahr. after such heating be less than ½ of the original penetration.

The melting point of the material shall be between 100 degrees and 175 degrees Fahr. as determined by the Kraemer and Sarnow method.

The consistency shall be determined by the penetration which must be between 75 and 100 at 77 degrees Fahr.

A briquette of the solid bitumen of cross section of one square centimeter shall have a ductility of not less than 20 centimeters at 77 degrees Fahr., the material being elongated at the rate of five (5) centimeters per minute. (Dow moulds.)

All tests herein provided must be conducted according to methods approved by the Engineer.

Penetrations indicated herein, refer to the depth of penetration in hundredth centimeters of a No. 2 cambric needle weighted to 100 grams at 77 degrees Fahr. acting for 5 seconds.

Woven Fabric for Waterproofing.

Section No. 187. The fabric to be used shall be a woven fabric which shall have been treated with pitch or asphaltum before being brought on the work. The fabric and the material used in its treatment shall be approved by the Engineer.

Concrete to Be Dry.

Section No. 188. All concrete shall be dry before waterproofing is attached. If, in the judgment of the Engineer, it is impracticable to have the concrete dry, then there shall be first laid a layer of treated felt of approved quality, on the upper surface of which is to be spread the first layer of pitch or asphaltum; the said layer of felt shall then be counted as one of the required plies.

Each layer of pitch or asphaltum must completely and entirely cover the surface on which it is spread without cracks or blow holes.

Fabrics for Waterproofing to Be Carefully Laid.

Section No. 189. The fabric must be rolled out into the pitch or asphaltum while the latter is still hot, and pressed against it so as to insure its being completely stuck over its entire surface, great care being taken that all joints are well broken by overlapping, and that, unless otherwise permitted, the ends of the rolls of the bottom layers are carried up on the inside of the layers on the sides, and those of the roof down on the outside of the layers on the sides so as to secure a full lap of at least one (1) foot. Especial care must be taken with this detail.

Section No. 190. When the finishing layer of concrete is laid over or next to the waterproofing material, care must be taken not to break, tear or injure in any way the outer surface of the pitch or asphaltum.

Skilled Labor to Be Employed.

Section No. 191. None but competent men, especially skilled in work of this kind, shall be employed to lay the waterproofing.

Measurements and Payments.

Section No. 192. Measurements will be made on the basis of actual area covered by the number of plies ordered, no account being taken of laps, and the waterproofing will be paid for as herein stipulated, Schedule Item 15.

Steel and Iron.

Open Hearth Process.

Section No. 193. Steel shall be made in an open hearth furnace.

Chemical and Physical Properties.

Section No. 194. The chemical and physical properties of finished material shall conform to the following limits:

Properties.	Structural Steel.	Carbon Rivet Steel.	Steel Castings.
Phos. (Max.)	.04%	.04%	.05%
Sulph. "	.05%	.04%	.05%
Mn. "	.60%	.60%	.80%
Si. "	.10%	.10%	.35%
Ult. Str.	60000±4000	50000±4000	65000 (Min.)
Yield Point	55% Ult.	55% Ult.	35000 (Min.)
Elongation	$\frac{1500000}{\text{Ult. Str.}}$	$\frac{1500000}{\text{Ult. Str.}}$	20% in 2"
Fracture	Silky.	Silky.	Fine granular
Cold Bend	180° flat.	180° flat.	120° (d.=3t.)

Yield Point.

Section No. 195. The yield point shall be that strain, beyond which the elongation ceases to be proportional to the weight imposed, and may be indicated by drop of beam. The speed of testing shall be governed by the Inspector.

Finish.

Section No. 196. Sufficient discard shall be made to insure sound material free from piping or excessive segregation. The material shall be finished straight and smooth, and shall be free from all seams or other defects. Any imperfection which may develop during the progress of the work will be sufficient cause for rejection.

Steel Castings.

Section No. 197. Steel castings shall be true to pattern and free from injurious imperfections.

Standard Test Pieces.

Section No. 198. The tensile strength, yield point and ductility of the material shall be determined from a standard test piece of not more than two (2) inches in width, and about one-half (½) square inch in section area, cut from a full sized bar, with sides turned or planed parallel so as to give a uniform minimum section for at least nine (9) inches. Whenever practicable the two sides of the test piece shall be left as they come from the rolls, but the finish on opposite sides shall be alike in this respect.

Specimens for Bending.

Section No. 199. Specimens for bending shall be cut from the material as rolled.

Rivet Rods.

Section No. 200. Rivet rods shall be tested as rolled.

Steel Castings.

Section No. 201. For steel castings the test piece shall be turned to a uniform minimum section of one-half (½) inch diameter, for a length of at least two and one-half (2½) inches. Specimens for bending shall be one (1) inch by one-half (½) inch in section.

Ductility Elongation.

Section No. 202. In determining the ductility, the elongation shall be measured after breaking on an original length as specified, in which length shall occur the curve of reduction each side of the point of fracture.

Where Taken From.

Section No. 203. For rollers the specimens shall be cut from the finished bar, so that the center of the specimen shall be one (1) inch from the outside of the bar.

Treatment of test specimens.

Section No. 204. For steel castings the number of tests will depend on the character and importance of the castings. Specimens shall be cut cold from coupons molded and cast on some portion of one or more castings from each melt. The coupons shall be annealed with the castings before being cut off.

Rolled steel shall be tested in the condition in which it comes from the rolls.

Number of Tests.

Section No. 205. At least one tensile and one bending test shall be made from each melt of steel as rolled. In case steel differing three-eighths (⅜) inch or more in thickness is rolled from one melt, a test shall be made from the thickest and from the thinnest material rolled.

Variation in Weight.

Section No. 206. A variation in weight of any piece of steel of two and one-half (2½) per centum from that specified, shall be sufficient cause for rejection, except in case of sheared plates exceeding one hundred (100) inches in width, where the variation may be five (5) per centum.

Material Marked.

Section No. 207. Each finished piece of steel shall be marked with the melt number, excepting that bars for reinforcing concrete shall be bundled and the melt number stamped on a metal tag attached to each bundle.

Test Pieces.

Section No. 208. The Contractor shall furnish, without extra charge, such standard test pieces as may be necessary to determine the uniform quality of the material and also the use of a reliable testing machine, with the necessary labor for testing.

Chemical Analysis.

Section No. 209. Chemical determinations of the percentages of carbon, phosphorus, sulphur and manganese shall be made by the manufacturer from a test ingots, so taken, during the casting of each melt of steel as to fairly represent the melt. Two copies of such analyses shall be furnished to the Engineer or his Inspector.

Mill Orders.

Section No. 210. The Engineer shall be furnished copies in triplicate of all mill orders, and no material shall be rolled nor work done before the Engineer has been notified so that he may arrange for the inspection.

Wrought Iron.

Double Rolled.

Section No. 211. All wrought iron shall be double rolled, tough, fibrous and uniform in character. It shall be thoroughly welded in rolling and be free from surface defects.

Method of Testing.

Section No. 212. The methods specified for testing rolled steel shall apply generally to wrought iron. Standard test specimens shall show an ultimate strength of at least fifty thousand (50,000) pounds per square inch, and an elongation of at least eighteen (18) per centum in eight (8) inches, with fracture wholly fibrous. Specimens shall bend cold with the fibre, through one hundred and thirty-five (135) degrees, without sign of fracture, with inner radius not to exceed the thickness of the piece tested. When nicked and bent the fracture shall show at least ninety (90) per centum fibrous.

Cast Iron.

Chemical Requirements.

Section No. 213. Cast iron shall be tough gray iron made by the Cupola process, and shall contain not more than 0.6 per cent. of phosphorus and not more than 0.12 per cent. of sulphur. No mill cinder iron, white or burnt iron or scrap of any kind will be permitted in the composition.

Test Bar.

Section No. 214. The quality of the iron entering into castings shall be determined by means of the "Arbitration Bar." This is a bar one and one-quarter (1¼) inches in diameter and fifteen (15) inches long, cast under the same circumstances as those which attended the casting of the full-sized piece. This bar shall sustain at the centre, when resting upon two (2) dull knife edges twelve (12) inches apart, a load of three thousand (3,000) pounds with a deflection of at least one-tenth (1/10) of an inch before rupture.

Number of Test Bars.

Two (2) sets of two (2) bars shall be cast from each heat; one set from the first and the other set from the last iron entering into the castings. Each set of two bars is to be made in a single mold.

True to Pattern.

Section No. 215. Castings must be sound, true to pattern, free from cracks, flaws, excessive shrinkage, and have smooth clean surfaces. They must be neatly chiseled and wirebrushed before leaving the foundry. Castings which do not accurately conform to dimensions on the plans will be rejected. Each casting shall have its distinguishing letter or number cast on at the place indicated on the plans.

Workmanship.

Quality.

Section No. 216. All workmanship shall be first class. All parts exposed to view shall be neatly finished. All nuts exposed to view on the final structure shall be hexagonal.

Rods and Bars Deformed Sections.

Section No. 217. Rods and bars to be used for reinforcing concrete shall be deformed as approved by the Engineer; plain bars will not be used.

Bent Rods.

Section No. 218. Bent rods shall be bent uniformly to template in a machine or press approved by the Engineer. They may be bent either at the shop or on the work. In special cases bending hot and annealing may be required.

Material Straightened in Shop.

Section No. 219. All materials shall be straightened in the shop before being worked in any way.

Size of Rivets.

Section No. 220. The size of rivets called for on plans shall be understood to mean the actual size of the cold rivet before heating.

Rivet Holes.

Section No. 221. All holes shall be accurately spaced and punched. The diameter of the punch shall not be more than one-sixteenth (1/16) inch greater than the diameter of the rivet. The diameter of the die shall be as small as may be required to punch a clean hole.

Punching.

Section No. 222. Punching shall be accurately done. Drifting to enlarge unfair holes will not be allowed. If the holes must be enlarged to admit the rivet they shall be reamed. Poor matching of holes will be cause for rejection.

Sub-punching and Reaming.

Section No. 223. Where sub-punching and reaming are required, the punch used shall have a diameter not less than three-sixteenths (3/16) inch smaller than the rivet. Holes shall then be reamed to a diameter not more than one-sixteenth (1/16) inch larger than the nominal diameter of the rivet. All reaming shall be done with twist drills after the material is assembled and firmly bolted together. The use of lubricants in reaming is not allowed.

Drilling.

Section No. 224. All material over seven-eighths (⅞) of an inch thick shall be drilled from the solid. Material over five-eighths (⅝) of an inch and not exceeding seven-eighths (⅞) of an inch in thickness shall be sub-punched and reamed. All other material may be direct punched.

Sheared Edges.

Section No. 225. Sheared edges of plates, exceeding five-eighths (⅝) of an inch in thickness in main members, shall be planed at least one-eighth (⅛) of an inch where called for on plans.

Burrs removed.

Section No. 226. All burrs shall be removed, and the members shall have all parts firmly drawn together with bolts before reaming or riveting is commenced.

Assembling.

Section No. 227. Riveted members shall have all parts well pinned up and firmly drawn together with bolts, before riveting is commenced.

Riveting.

Section No. 228. Rivets when driven shall completely fill the holes, and shall be machine driven wherever possible. They shall have full concentric heads or they shall be countersunk when so required. Rivet heads shall not be flattened to less than half the diameter of the rivet on the line of the shank unless countersunk. Loose, burned or otherwise defective rivets shall be cut out and replaced. In cutting out defective rivets, great care shall be taken not to injure the adjacent material. If necessary they shall be drilled out.

Distances from center of rivet to edge of sheared plate shall not be less than 1¼" for ¾" rivets and 1⅜" for ⅞" rivets; distances from center of rivets to a rolled edge shall not be less than 1⅛" for ¾" rivets and 1¼" for ⅞" rivets. The minimum pitch for ¾" rivets shall be 2½" and for ⅞" rivets 2⅞". When material is sub-punched and reamed the pitch for ¾" rivets may be made 2¼" and for ⅞" rivets 2⅝".

Use of Bolts.

Section No. 229. Generally the use of bolts instead of rivets will not be permitted, but when used in special cases the holes shall be reamed parallel, and the bolts turned to a driving fit, with the threads entirely outside of the holes.

Templates.

Section No. 230. All holes for field rivets where called for on plans shall be sub-punched and accurately drilled to an iron template, fitted with bushings, or reamed and match marked while the connecting parts are temporarily assembled in the shop. In case of splices of upper chords or other compression members, the abutting ends shall be brought to a forcible bearing.

Finished Members.

Section No. 231. Finished members shall be true and free from kinks, twists or open joints. Ends of floor beams and stringers shall be finished square and true.

Rods Upset.

Section No. 232. Rods and bars which are to receive a thread shall be properly upset. Where threads are cut on steel, they shall be properly filleted.

Annealing.

Section No. 233. Steel, except in minor details, which has been partially heated, shall be properly annealed. All steel castings shall be annealed.

Abutting Surfaces Faced.

Section No. 234. All abutting surfaces shall be neatly planed or faced perpendicular to the direction of the strain, so as to insure even bearings, except where otherwise noted on the plans.

Stiffeners.

Section No. 235. Stiffeners of plate girders shall be faced on the ends and brought to a true contact bearing with the flange angles. Web slice plates and fillers under stiffeners shall be cut to fit within one-eighth (⅛) of an inch of flange angles.

Pins and Rollers.

Section No. 236. Pins and rollers shall be turned accurately to a gauge, and shall be of full size throughout. All pin-holes shall be bored truly and at right angles to the axes of the members to be connected, and shall fit the pins with a play not exceeding one-thirty-second (1-32) of an inch for pins over 5" in diameter, and not exceeding one-fiftieth (1-50) of an inch for pins 5" and less in diameter.

Bed Plates Planed.

Section No. 237. Bed plates shall be planed. The bottom of the shoes shall be planed exactly parallel to the center line unless otherwise shown. The cutting of the planing tool shall be in the direction of expansion.

Details Boxed.

Section No. 238. Nuts, bolts, rivets and other similar material shall be boxed.

Weight Marked.

Section No. 239. The weight of every piece and box shall be plainly marked upon it.

Inspection.

Section No. 240. Free access and information shall be given by the Contractor for a thorough inspection of material and workmanship, with proper office facilities.

Contractor Responsible.

Section No. 241. The Inspector shall make detailed reports of his inspection to the Engineer and may notify the Contractor of any defects in the material or workmanship, but all acceptances made by him shall be considered temporary, and his inspection shall in no way relieve the Contractor of full responsibility for the character and accuracy of the work until its completion and final acceptance by the Engineer.

Errors in Plans.

Section No. 242. The Contractor shall be responsible for all errors which can be discovered by checking or examining the plans.

Inspector's Office.

Section No. 243. The Contractor shall furnish for the use of the Inspector a suitably equipped office at the mills and at the shops.

Loading and Shipping.

Section No. 244. All parts shall be carefully loaded and protected from injuries during transportation by such means as will be satisfactory to the Inspector. After delivery of materials at the work the Contractor will be required to store the same on skids at least twelve (12) inches above the ground and to keep the same in good condition. Any piece showing injurious effects of rough handling at any stage until the final acceptance of the work may be rejected.

Payments for Steel and Cast-iron.

Section No. 245. The prices to be paid for steel and cast-iron are as herein provided in Schedule Items 19, 20, 21 and 24. These prices include the cost of material delivered and erected in the work. These prices are to include also the cost of all necessary cleaning and painting (where painting is required) and of all other incidental work. The quantity of metal to be paid for shall be the number of pounds actually placed in accordance with the drawings or orders.

Miscellaneous Castings.

Section No. 246. For other castings, not included in the above and not including castings for sewer work or pipes, payment will be made as provided in Schedule Item 25.

Special Wire Forms.

Wire Forms.

Section No. 247. Special wire forms, of a type and weight to be approved by the Engineer, are to be furnished and placed around the lower flanges of the roof girders, and at other places as may be required, in order to hold the concrete in place.

Wire Forms, Payment For.

Section No. 248. Special wire forms, wherever used, will be paid for as stipulated in Schedule Item 26, which price is to include the material in place and all work necessary and incidental thereto.

16.

Painting.

Section No. 249. All metal work, excepting as otherwise herein provided, shall be painted with three (3) coats of paint, including the shop coat, of kind and quality approved by the Engineer. Lead or carbon paint will generally be required for the last two (2) coats.

Shop Coat.

Section No. 250. All iron shall be scraped free from scale, and receive one coat of red lead paint as herein specified, or other approved paint if directed by the Engineer, before leaving the shop. All surfaces which come in contact or are enclosed shall be painted before being assembled. All turned or faced surfaces shall receive a coat of white lead and tallow before leaving the shops.

Quality of Red Lead.

Section No. 251. The red lead shall be strictly pure, and shall contain at least eighty (80) per centum of "true lead" ($Pb_3 O_4$). The color shall be a clean pure tint. The red lead shall be of the fineness that when washed with water through a No. 19 silk bolting cloth, not more than one (1) per cent. shall be left on the screen.

Quality of Linseed Oil.

Section No. 252. The linseed oil must be absolutely pure, fully aged and ripened, well settled oil. It shall be perfectly clear on receipt, and after heating to 212 degrees Fahr. on a current of hydrogen, shall not show a deposit of foots nor a loss of over 0.4 per centum for raw oil, nor over 0.2 per centum for boiled oil. The specific gravity at 60 degrees Fahr. for raw oil shall be between 0.932 and 0.937, and for boiled oil between 0.936 and 0.940.

Original Packages.

Section No. 253. All material shall be delivered, inspected and sampled in original packages.

Proportions in Mixture.

Section No. 254. Red lead paint shall be mixed in the proportion of 500 lbs. of red lead to five and one-half (5½) gallons of boiled oil, and eleven (11) gallons of raw linseed oil.

Damaged Shop Coat to be Renewed.

Section No. 255. Where the shop coat has become damaged before or after erection, through any cause whatever, it shall be renewed with the same kind of paint as originally usd, such renewal to be considered only as a part of the original shop coat. If the Engineer so directs on members or parts of members buried in concrete the shop coat will be omitted.

Structural Steel and Rods.

Section No. 256. Structural steel and rods to be imbedded in concrete shall be protected from the weather before being put in place, and shall be cleaned and scales removed before being incased in the concrete. Rods shall not be painted.

Second Coat Carbon Paint.

Section No. 257. The second coat of paint shall be a carbon paint approved by the Engineer. It shall be applied after erection, but not until the metal has been cleaned from dirt or other objectionable matter that may be found thereon.

Metal to be Cleaned After Erection.

Section No. 258. After erection the metal shall be thoroughly cleaned of all dirt, rust or scales by stiff wire brushes or sand blasts, as directed, and afterward dusted and thoroughly and evenly painted as described above. No paint shall be applied until the cleaning has been passed upon by an Inspector.

Third Coat.

Section No. 259. Between stations the exposed members shall be given a third coat, which shall be a carbon paint of a color and quality approved by the Engineer.

Third Coat, When Applied.

Section No. 260. The third or finishing coat shall be applied to all exposed surfaces of the metal after its erection, and after a completion of the masonry or other work; it shall be applied at such time after such completion and before the final acceptance of the work as in the judgment of the Engineer may be advisable. The several field coats shall be sufficiently tinted to be distinctive.

Surfaces in Contact.

Section No. 261. Surfaces of exposed members inaccessible after erecting, shall be cleaned and painted before erecting.

Recesses, Etc.

Section No. 262. All recesses that might contain water, or through which water could enter, must be filled with thick paint or a waterproof cement of ground skins before receiving final painting.

Section No. 263. All surfaces so close together as to prevent the insertion of a brush, must be painted thoroughly by using a piece of cloth, if necessary.

Rainy or Freezing Weather.

Section No. 264. No painting in rainy or freezing weather or on wet surfaces will be permitted.

Payments.

Section No. 265. Payment for painting is included in the prices for steel and iron.

17.

Drains and Pumps.

Railroad to be Drained.

Section No. 266. Every part of the Railroad must, so far as posible, be so arranged that any water finding access thereto will be led away automatically to the City sewers

Section No. 267. Where the Railroad is on an inclined gradient, and is constructed in dry, porous soil, the floor of the Railroad may be depended on to act as a conduit. At the bottom of the inclined gradient connections must be made with a sewer or with sub-drains lying beneath the Railroad and draining into the sewers.

Sub-Drains.

Section No. 268. Along such parts of the work where the soil is not porous, or where the floor of the Railroad cannot, in the judgment of the Engineer, be used as a conduit, there shall be laid, beneath the rail level and on a continuous descending gradient, drain pipes of vitrified salt-glazed stoneware, of the quality described in these specifications for sewer pipe. These drain pipes shall be of such diameter not exceeding twelve (12) inches, as the Engineer may direct, and there shall be one (1) such drain for each two (2) tracks. Each drain shall be laid in the concrete or directly in the soil with tight or open joints, as directed, and in such manner and in such position as, in the opinion of the Engineer, local circumstances require.

Connections and Cross Drains.

Section No. 269. Where drain pipes connect with the City sewers, the junction shall be protected by suitable traps and back-pressure valves or gate valves where necessary, to prevent back rush of water or gas from the sewers. Connections with the Railroad shall be as necessity demands, and all as directed by the Engineer. Cross drains to connect with the main drains will be placed at such places and in such manner as the Engineer shall direct; also vertical drains at the sides of the Railroad. These drains shall be of vitrified pipe or of cast iron as directed.

Broken Stone for Drainage.

Section No. 270. Broken stone shall be placed for the purposes of drainage as indicated on the plans or as required by the Engineer.

Sumps.

Section No. 271. At the low points of the grade of the Railroad where the same passes below the bottom of adjacent sewers there shall be constructed sumps connected with the subdrains or the floor of the Railroad. Such sumps must be watertight, with a capacity of not less than eight hundred (800) gallons each.

Pumps for Tunnel Drainage.

Section No. 272. Adjacent to each sump a suitable enclosure shall be provided in which two pumps shall be installed, each of which shall have ample capacity to remove all the water entering the sump at that point under ordinary conditions. These pumps shall be arranged to operate automatically. Under this contract the Contractor will only furnish the pumps required and set them in place as directed, including the necessary pipe and drainage connections between the sumps and sewers.

The pumps shall be of the capacity required by the Engineer.

Capacity.

Section No. 273. If in the opinion of the Engineer the service requires it, each of these pumps shall be able to remove from the sump eight hundred gallons per minute.

Delivery to Sewers, Etc.

Section No. 274. The delivery of such pumps shall be into the City sewers, and all piping, valves, etc., in connection therewith, shall be installed as a part of this contract.

Payment for Drains, Broken Stone, Pumps, Etc.

Section No. 275. All drains shall be measured in place and the actual net length as laid for each class of drain will be paid for as herein provided in Schedule Items 17 and 17-A. The prices therein provided for each class of pipe will include providing and laying the pipe and all specials of any nature whatsoever, such as bends, tees, wyes, hand-holes, etc., and all material necessary for jointing the same. Where back-pressure valves or gate-valves are required the cost of setting the same will be included in the above, but the Contractor will be paid in addition the actual net cost of such valves plus ten (10) per cent.

Section No. 276. For broken stone for drainage, furnished and placed, Section No. 270, payment will be made as provided in Schedule Item 14.

Section No. 277. For pumps, Section No. 272, the Contractor will be paid as provided in Article XII of the contract including the pipe connections with sumps and sewers.

The station drainage also must be arranged for as prescribed in Section No. 269.

Soil Pipes for Stations.

It will be necessary to lay soil pipes in the floors and walls of the stations. These pipes are to be cast iron, "extra heavy." They will be placed in positions as shown on the plans and will be paid for as provided in Schedule Item 34.

18.

Sewers.

In Accordance With Plans and Specifications.

Section No. 278. All sewers and appurtenances shall be built of the materials, of the sizes and dimensions, on the lines and grades, at the depths, with the connections, and in the manner called for by these specifications and shown on the drawings.

Change of Location.

Section No. 279. If, in the opinion of the Engineer, it is impracticable during the progress of the work to construct any sewers, manholes, or other appurtenances, according to the contract drawings, owing to the presence of unknown subsurface structures or other contingencies, the Contractor shall construct such sewers, manholes or appurtenances in the location given by and according to the directions of the Engineer.

General Clauses Apply.

Section No. 280. The general clauses in this contract relating to excavation, backfilling, cement, mortar, masonry, waterproofing, piling, timber work of all kinds, care of streets and public places, maintenance of surface, subsurface and overhead structures, protection of persons and property, repaving or restoring of the surface of the street or other public places, responsibility of the Contractor, authority of the Engineer to examine and condemn materials, and the power of the Commission and the Engineer in all or any other respects to enforce this contract, apply to the construction and reconstruction of sewers, water mains or pavements, unless specifically amended or exempted, both along the route occupied by the Railroad and elsewhere.

No Claims for Damages.

Section No. 281. Should postponement or delay be occasioned by the precedence of paving or other contracts, which may be either let or executed by the Borough President, Commissioner of Water Supply, Gas and Electricity, or other heads of departments, either before or after the execution of this contract, on the line of the work, no claims for damages therefor shall be made or allowed; nor shall any claim for damages be made or allowed in consequence of the street or the adjoining sewers not being in the condition contemplated by the parties at the time of making the contract, except that if the Contractor shall be delayed in the performance of his work by reason of the street or the adjoining sewers not being in such condition, an allowance of time may be given for the completion of the work as elsewhere provided in this contract.

Size of Trenches.

Section No. 282. The trenches for sewers and basin culverts both in earth and in rock, in streets along the route of the Railroad, shall have vertical sides and shall be six (6) inches wider than the greatest external width of the sewer or its foundation on the side farthest away from the subway; and in other streets the trenches shall have vertical sides, and shall be six (6) inches wider on each side than the greatest external diameter of the sewer, but shall be not less than three (3) feet in width. They shall be excavated to the depth and to the form of the sewer or its foundation. Payments for excavation will be based on the requirements as above.

Limit of Trench Opening.

Section No. 283. Not more than one hundred (100) feet of trench in sewers off the line of the Railroad shall be opened at any one time in advance of the sewer already completed, unless by permission of the Engineer, and for a distance specified.

Excavation Completed in Advance.

Section No. 284. The excavation of trenches shall be fully completed a sufficient distance in advance of the laying of the sewer, and the exposed end of the sewer shall in all cases be fully protected.

Trenches for Manholes and Receiving Basins.

Section No. 285. Where the foundation for a manhole or a receiving basin extends beyond the line of such manhole or receiving basin, the excavation required in earth shall be to the lines of the smallest rectangle enclosing the full dimensions of the exterior of the foundation, and shall have vertical sides to the surface, but it shall, in all cases, be six (6) inches larger than the greatest external dimension of the manhole or receiving basin. In rock excavation, the trench shall be six (6) inches larger than the greatest external dimension of the manhole or receiving basin, and shall have vertical sides to the surface.

Foundations.

Section No. 286. Where the ground does not afford a sufficiently solid foundation, the trench shall be excavated to such increased depth as the Engineer may deem necessary, and this extra depth, and all other irregularities in the bottom of the trench, shall be filled up to the requirel level and form, with such material, and in such manner, as the Engineer shall direct. If so directed, piles shall be driven and a timber or reinforced concrete foundation shall be constructed, as elsewhere provided in these specifications, to support the sewer.

Inspection of Grades.

Section No. 287. When the trench is properly prepared, and before laying any sewer, the Contractor shall notify the Engineer, who will, thereupon, cause the grades for the sewer to be tested, and if correct the sewer shall then be laid in the presence of a duly authorized Inspector, and no construction work shall be done in his absence.

Trenches to be Kept Free from Water.

Section No. 288. The trenches shall be kept entirely free from water while the foundation and the masonry are being constructed or the sewer laid. In no case shall water be allowed to flow over the invert or foundation or through the sewer until the mortar is thoroughly set.

Gutter and Passageway to be Kept Open.

Section No. 289. At all times, gutters shall be kept open for surface drainage, and the streets and sidewalks shall be kept clear and free for the passage of carts, wagons, carriages and street or steam railroad cars or pedestrians, and as otherwise provided in these specifictions.

Crosswalk, Sidewalk and Roadway to be Kept Clear.

Section No. 290. Where any crosswalk or roadway is cut by the trench, it shall be temporarily replaced by a timber bridge with side railings, according to the direction and approval of the Engineer. The work shall at all times be conducted so as to cause as little inconvenience as practicable to the public.

Disposition of Paving Material.

Section No. 291. All curb, gutter, flagging, paving and macadam stones, necessary to be removed, which in the judgment of the Engineer are suitable to be used again, shall be stored in such places as the Engineer shall direct, or shall be removed as provided in these specifications; in all cases a passageway on the sidewalks and in the roadway shall be preserved free from needless obstructions.

Flow of Sewers to be Maintained.

Section No. 292. The Contractor shall provide for the flow of all sewers, drains and water-courses interrupted during the progress of the work, and shall restore and make good all connections, and shall immediately cart away all offensive matter, in such manner and with such precautions as the Engineer may direct. All temporary house connections shall be made by closed iron pipes, with suitable provision for preventing leakage at joints. Wooden troughs for such connections will not be permitted.

Brick.

Section No. 293. In the construction of brick masonry none but the best quality of common brick burned hard entirely through, regular and uniform in shape and size and of compact texture, shall be used. They shall be culled as they are brought on the ground, and bats and bricks of improper quality are to be removed from the work. A limited number of bats may be used in manholes and closures, and in the outer ring of the sewers where more than two (2) rings of bricks are required.

How Laid.

Section No. 294. The bricks shall be properly wet immediately before laying. Every brick is required to be laid in a full joint of mortar, made as described in these specifications, on its bed, end and side, at one operation. In no case is mortar to be slushed or grouted in afterward. The bricks shall be neatly and truly laid, every second course to line, and the joints to be carefully struck on the inside.

Racked Back or Toothed.

Section No. 295. All brick work, as it progresses, shall be racked back in courses, and in no case will it be allowed to be toothed, unless by special permission from the Engineer.

Brick or Stone Inverts.

Section No. 296. All inverts, or bottom curves, shall be formed from profiles accurately made according to the dimensions of the sewer, and correctly set according to the grades furnished. The masonry shall be allowed to set for twenty-four (24) hours before the arch is turned. Vitrified brick or granite paving blocks shall be used for the inner ring of the invert when required by the Engineer, and whenever so used they must be thoroughly jointed, so as to be water-tight along the inner surface of the sewer. The last course of the invert masonry below the springing line shall be laid as headers. The payment for vitrified brick lining will be included in the price per linear foot of sewer, unless specifically designated as "included in subway construction," in which case it shall be paid for as provided in Schedule Item No. 9-A.

Brick Arches.

Section No. 297. The arches or upper curves shall be formed on strong centers of correct form, according to the sizes and shapes required, and keyed with stretchers in full joints of mortar. The extrados of the arch shall be plastered with mortar one (1) inch thick, mixed in the proportion of one (1) part of cement to two (2) parts of sand. The centers shall not be removed or withdrawn in less than thirty-six (36) hours, or until the work is thoroughly set, and until the filling in of the arch is properly put into place to a depth which is at least one (1) foot above the crown of the arch. The centers in all cases shall be struck and not drawn, so as not to crack or injure the work. Should any crack or settlement appear in the arch after the centers are removed, so much of the work as the Engineer may require shall be taken down immediately and replaced.

Spurs.

Section No. 298. Vitrified or iron sewer pipes or spurs, equal in every respect to those described elsewhere in these specifications, and of a size required by the Engineer, but not less than six (6) inches interior diameter with hubs moulded for house connections, and of sufficient length to project at least four inches beyond the exterior of the sewer, shall be built into the walls of brick sewers and at such an angle as indicated on the plan, or as the Engineer may direct.

How Built In.

Section No. 299. Spurs shall be built in wherever similar house connections exist in the present sewer which is to be reconstructed under this contract, but in no case shall the distance be more than twenty feet between spurs. In the case of the construction of new sewers where no sewers existed previously, except sewers crossing intersecting streets, they shall be built opposite each house, and where there are no houses, they shall be not more than fifteen feet apart on each side of the sewer or at such frequent intervals as local conditions may require. They shall be set so that their inner ends shall be flush with the inner face of the sewer, at such height in the walls as the Engineer may direct, and each pipe shall be sealed on the outside with an approved earthen-ware cover set in mortar.

Iron Chair Spurs.

Section No. 300. Where the sewers to be built under this contract will be at a depth greater than thirteen feet below the established grade of the street (or below the surface of the street where final grades have not been established), cast iron chair spurs, of the design shown on the drawings, not less than six inches in diameter and of the weight of extra heavy soil pipe, shall be used unless otherwise ordered by the Engineer. Where house drains are to be connected to these spurs, extra heavy soil pipe and fittings shall be used for the riser between the spur and the house drain. Where the spurs are provided for future connections, risers of extra heavy soil pipe shall be placed in each spur and shall be brought to a point thirteen feet below the established grade of the street, the end of which shall be sealed with an approved cover laid in cement mortar. The joints of this pipe shall be packed, leaded and caulked in accordance with these specifications for laying water-mains.

Under Another Structure.

Section No. 301. Wherever the sewer passes under another structure extra heavy soil pipe (Schedule Item 17-A) shall be laid from the spur to the outside of such structure, brought up to a point thirteen (13) feet below the established grade of the street, caulked and sealed as provided above. All pipes passing under such structure shall be laid in concrete.

Concrete Sewers, Form, Dimensions and Materials.

Section No. 302. If, during the construction of the sewers, it is deemed advisable to interchange concrete and brick, the Contractor may, with the approval of the Engineer, build such sewers of either kind and quality herein specified.

Steel Bars Used if Ordered.

Section No. 303. Concrete sewers shall be reinforced with steel bars, if so indicated on the plans or directed by the Engineer.

Profiles and Inverted Centres for Inverts.

Section No. 304. Proper profiles for the concrete inverts shall be set up at the required distances, and the concrete for the bottom and invert of the sewer shall be deposited in place and rammed and worked down to the required shape. The concrete for the bottom and invert, if so directed, shall be placed in alternate lengths extending between every other pair of profiles, so that opportunity may be given to properly work the concrete in place.

Invert to be Protected.

Section No. 305. The concrete of the invert shall be protected during the progress of the work with planking, or by such other suitable methods as the Engineer shall direct and for so long a time as he may require.

Forms, Molds, etc.

Section No. 306. Suitable forms or molds, of the size and design to be approved by the Engineer, shall be provided by the Contractor to support the concrete of the side walls and roof while the same is being rammed into the permanent work.

Defective Work.

Section No. 307. If any voids, or irregular or defective work is discovered upon removing the forms or molds, such voids or work shall be cut out and filled with a rich concrete or mortar mixed in such proportions and of such materials as provided elsewhere in these specifications.

Joints.

Section No. 308. No joints between different sections of the walls of a sewer shall, in any case, be a straight line, but shall always be stepped or toothed, so as to give a broken joint in the manner to be approved by the Engineer.

Spur Pipes, Branches, etc.

Section No. 309. In so far as they will be applicable to sewers constructed of concrete, the provisions and requirements for spurs, branches, etc., in brick sewers shall be understood to govern in such construction.

Vitrified Pipe Sewers—Quality of Pipe.

Section No. 310. The pipe sewers shall be built of vitrified, salt glazed stoneware pipe, with extra deep and wide sockets and corrugated spigot ends. The pipe shall be of the best quality, thoroughly and perfectly burnt, without warps, cracks or imperfections, well and smoothly glazed over the entire inner and outer surfaces and perfect in shape. The pipe shall be subject to all tests ordered in conformity with any requirements of the Bureau of Sewers of the Borough in which the work is located, at any time previous to its being used.

Dimensions.

Section No. 311. The size of the pipes shall be designated by their interior diameters. Each pipe shall be a true cylinder, and of even thickness throughout, and shall conform to the following scheduled dimensions:

Double Strength Pipe; Extra Deep and Wide Sockets.

Diameter.	Thickness of Shell	Depth of Socket.	Length of Plain Straight Pipe.	Weight of Pipe Per Foot.	Annular Space.
Inches.	Inches.	Inches.	Feet.	Pounds.	Inches
6	⅝	2½	2	16	⅝
8	¾	2¾	3	25	⅝
10	⅞	2¾	3	37	⅝
12	1	3	3	45	⅝
15	1¼	3	3	75	⅝
18	1½	3¼	3	118	⅝
20	1⅔	3½	3	148	⅝
22	1⅚	3¾	3	157	⅝
24	2	4	3	190	⅝

"Specials."

Section No. 312. All "special" vitrified pipe shall conform to the dimensions given for plain straight pipe.

Spur Pipes.

Section No. 313. Pipes having spurs not less than six inches in diameter with hubs molded thereon for house connections shall be furnished and laid at such points as indicated on the plan or as directed by the Engineer, and when not immediately used, they shall be sealed on the outside with approved vitrified earthen-ware covers set in mortar.

Risers.

Section No. 314. The provisions for risers on brick sewers shall also apply to pipe sewers.

Pipe Sewers, How Laid.

Section No. 315. All pipes shall be laid in concrete cradles of the required form and dimensions. The minimum thickness of concrete under the outside of the shell, or barrel, shall be six (6) inches. The first layer of concrete shall be for the full width of the cradle, and deposited continuously to the height of the outside bottom of the shell of the pipe; before the concrete has set the pipe shall be firmly bedded therein true to line and grade and the remainder of the concrete immediately deposited and carefully tamped in such a manner as to avoid disturbing the sewer. The ends of the pipes shall abut against each other and in such manner that there shall be no shoulder or unevenness of any kind along the bottom half of the sewer on the inside. Unless otherwise ordered, not less than fifteen feet of pipe shall be laid at any one time, in any one length of trench, and it shall be exposed for at least twenty-four hours for inspection.

Joining Hub and Spigot Pipes.

Section No 316. Before inserting the spigot end of the pipe into the hub or socket, the lower half of each socket shall be plastered on the inside with a layer of cement mortar mixed in the proportion of one part of cement to 1½ parts of sand and of a sufficient thickness to bring the inner bottom surfaces of the abutting pipes flush and even with the established flow line. After pipes are fitted, the space between the inside of the upper half of each socket and the outside of the entering pipe shall be filled with cement mortar, mixed as above specified, and the outside of the joint shall be thoroughly sealed with the same kind of mortar and the joints carefully wiped to a smooth bevel outside, and all mortar that may be left on the inside of the pipe must be thoroughly removed and the inside of the pipe left clean and smooth throughout.

Pipes to be Cut.

The ends of pipes, which enter masonry, shall be neatly cut to fit the face of the masonry. When directed, such cutting shall be done before the pipes are built in.

Iron Pipe Sewers.

Section No. 317. Sewers of iron pipe, of quality and laid in the manner described elsewhere in these specifications for the laying of water mains, shall be laid wherever indicated on the plans or at such places as the Engineer shall direct.

Special Castings.

Section No. 318. Wherever such pipes are laid through vaults they shall, when required by the Engineer, be provided with special castings for manholes, which shall be fitted with a cover bolted on so as to make an air-tight joint, according to the plans to be furnished by the Engineer.

Ventilators.

Section No. 319. Whenever, in the opinion of the Engineer, it becomes necessary to provide ventilation for sewers under other structures, iron pipe shall be laid from the sewer to the surface of the street and fitted with proper gratings according to the plans to be furnished by the Engineer.

Connections.

Section No. 320. All existing sewers, culverts, drains and house connections intercepted by the proposed sewers, culverts or receiving basins shall be connected with the new work by proper curves and grades and in such manner as the Engineer shall direct; and all drains, basins or culverts rendered unnecessary or becoming disused by the work herein contemplated shall be filled in and made solid with good wholesome earth in the manner directed. Provision shall also be made for the connection of future sewers or basins by constructing brick spurs or inserting vitrified pipe at the points indicated on the contract drawings and at other points as the Engineer may direct. These connections shall be closed with bulkheads not less than eight inches in thickness and of the quality specified for brick masonry.

Fresh Work to be Protected.

Section No. 321. All fresh work shall be carefully protected from injury in every way. No wheeling or walking will be allowed on it and any portion injured must be relaid by the Contractor; no walking or working over the pipes after they are laid, except as may be necessary in tamping the earth and refilling, will be allowed until there is at least two and one-half feet of earth over them.

Pipes to be Kept Clean.

Section No. 322. The interior of pipe sewers shall be carefully freed from all dirt, cement and superfluous material of every description as the work progresses, for which purpose a disc, mold or plate, attached to a rod sufficiently long to pass two joints from the end of the pipe last laid, shall be continuously worked through.

Exposed Ends of Pipes to be Protected.

Section No. 323. The exposed ends of pipe sewers shall, in all cases, be protected with a board or other stopper carefully fitted to the pipe, to prevent earth or other substances from washing in, and in no case shall brick or stone be used for that purpose.

Manholes.

Section No. 324. The masonry of manholes shall be carried up so that the top of the iron head when set shall be at the level of the established grade of the street at that point or to such height as the Engineer may direct, and from templates correctly made and set at top and bottom, between which not less than eight lines shall be drawn. Where manholes are not built to the established grade of the street, they shall be covered, when necessary, by selected bluestone slabs eight inches in thickness, to support the manhole heads. All joints shall be neatly struck and pointed on the inside. Each manhole shall be plastered thoroughly on the outside with cement mortar one inch in thickness, mixed in the proportion of one part of cement to two parts of sand.

Foundations.

Section No. 325. The foundations for manholes shall be of concrete or masonry of the kind indicated on the plans and shall be not less than twelve inches below the invert elevation of the sewer, except as otherwise indicated on the plan. When foundation additional to that indicated on the plan is required, it shall be built as directed by the Engineer.

Section No. 326. Sewer pipes shall be built in and trimmed, when necessary, so as to be flush with the inner face of the manhole, and an arch, laid in cement mortar, shall be turned over the pipe.

Vitrified Bricks or Granite Blocks.

Section No. 327. The invert shall be built of vitrified brick, granite blocks or concrete masonry, as indicated on the contract drawings.

Use of Bats.

Section No. 328. A reasonable number of bats not smaller than half bricks may be used in the construction of manholes or receiving basins, provided all interstices are thoroughly filled with mortar.

Steps.

Section No. 329. Standard steps of good quality of galvanized wrought iron, of the size, length and shape required for steps, shall be built into the interior sides of all manholes at a distance apart of not more than fifteen (15) inches vertically and they shall be so arranged that the lowest step shall be not more than two feet above the bench at the bottom of the manholes nor more than two feet above the invert of the sewer where there is no bench. Each manhole head shall be cast with a wrought iron step on the inside, when directed by the Engineer.

Bluestone.

Section No. 330. Hammer-dressed bluestone shall be furnished and laid of the form and thickness required as indicated on the plans or as otherwise directed.

Manhole Head and Cover.

Section No. 331. A cast-iron manhole head and cover of the quality specified for cast-iron, and except in special cases, of the pattern adopted by the President of the Borough in which the work is located, and in dimensions, weight and all other respects satisfactory to the Engineer shall be fitted on a bed of mortar to each of the above described manholes. Manhole heads and covers which do not conform to these specifications shall be at once removed from the work.

Perforations.

Section No. 332. Covers to be used on manholes in the street shall be perforated. Those used on sidewalk manholes shall be tight-fitting without perforations.

Weights.

Section No. 333. Each manhole head and cover shall have its weight distinctly marked upon it with oil paint. The following shall be allowed as the minimum and maximum weights:

Street manhole head, 475 to 500 pounds.
Street manhole cover, 135 to 150 pounds.
Sidewalk manhole head, 300 to 310 pounds.
Sidewalk manhole cover, 100 to 110 pounds.

Noiseless Heads and Covers.

Section No. 334. When the pavement of the street is asphalt or wooden block, the manhole shall be fitted with a noiseless head and cover, to be approved by the Engineer, where new heads and covers are necessary.

Sealed Manhole Heads and Covers.

Section No. 335. All manholes in vaults or other structures shall be provided with sealed manhole heads and covers according to the design indicated on the plans.

Emergency Manholes.

Section No. 336. Where a sewer crosses under the subway, emergency manholes shall be provided when directed by the Engineer and according to plans to be furnished by him.

Manholes to Be Completed.

Section No. 337. Manholes shall in all cases be fully and completely built and fitted with their covers as the work progresses, and the sewers shall not be laid beyond or in advance of any uncompleted manhole.

Receiving Basins.

Section No. 338. Receiving basins shall be built as located on the plans or as the Engineer shall direct and in accordance with the plans to be furnished. Each portion of the basin shall be built of the size and materials designated on said drawings and shall be thoroughly plastered, both inside and outside, with cement mortar in the proportion of one part of cement to two parts of sand.

Foundations.

Section No. 339. The foundations for receiving basins shall be of concrete or masonry of the kind indicated on the plans and shall extend not less than twelve inches below the finished floor of the basin, except as otherwise indicated on the plans. When additional foundation is required, it shall be built as directed by the Engineer.

Stone Flooring.

Section No. 340. The flooring shall be of hammer-dressed North River bluestone flagging, not less than three inches thick, in not more than two pieces, and shall be well set in a full bed of mortar and rammed into place. The floor may be finished with cement mortar mixed in the proportion of one part of cement to one part of sand, if so directed by the Engineer. The mortar shall be spread, while fresh, upon the concrete base and before the latter shall have reached its first set; it shall be in such quantity that after thorough manipulation it shall be one inch in thickness.

Head Stone and Gutter Stone.

Section No. 341. Where head stone and gutter stone are required they shall be of sound, durable granite of the dimensions indicatd on the plan, hammer dressed to an even surface and cut to the satisfaction of the Engineer. Cast-iron basin heads and gutter pieces of the design indicated on the plans shall be set instead of the above when required.

Cast-iron Cover.

Section No. 342. A cast-iron cover of approved pattern weighing not less than eighty nor more than ninety-five pounds shall be fitted to the opening in the head stone.

Grate Bar.

Section No. 343. A grate bar made according to the plan shall be fastened solidly into the said head stone in the manner indicated.

Cast-iron Trap.

Section No. 344. A cast-iron trap of the form and dimensions indicated on the plan free from imperfections, and properly coated with coal pitch varnish shall be furnished and built into place, as directed by the Engineer.

Joints.

Section No. 345. The joints shall be tightly fitted with an oakum gasket or with cement mortar, if so directed.

Iron Steps.

Section No. 346. Galvanized iron steps of the same design required for manholes shall be built into the walls.

Culvert Pipes.

Section No. 347. The culvert pipe for connections with sewers shall be 12-inch vitrified pipe unless otherwise indicated on the plan, and of the kind and quality previously described, and shall be laid, in all cases, in a concrete cradle of the form and dimensions required for pipe sewers, in accordance with the directions of the Engineer. In case it becomes necessary to connect any basin already built with the work to be constructed, so much of such culverts as in the opinion of the Engineer may be necessary shall be taken up and rebuilt or relaid with vitrified pipe, or brick, as the case may be, in the manner described above, and reconnected in a straight line from the basin to the sewer.

Flush Tanks.

Section No. 348. Automatic flush tanks of a type approved by the Engineer shall be built where indicated on the plans or where directed by the Engineer.

Waterproofing.

Section No. 349. Whenever, in the opinion of the Engineer, it is necessary to waterproof a sewer, chamber or receiving basin, or their appurtenances, it shall be done as indicated on the plans or as directed by the Engineer and in the manner described elsewhere in these specifications.

Mortar.

Section No. 350. All masonry shall be laid in Portland cement mortar of the quality described in these specifications. It shall be mixed in the proportion of one (1) part of cement to two (2) parts of sand, excepting as otherwise specially provided.

Concrete.

Section No. 351. All concrete for sewers shall be made in the proportion of one (1) part of cement to two and one-half (2½) parts of sand and four and one-half (4½) parts of stone of the quality described in these specifications.

Paving.

Section No. 352. On the completion of each section of one hundred feet of sewer, the sidewalks and roadways shall be restored as provided under specification Subdivision 22, Surfaces Restored.

Permits for Connections.

Section No. 353. The Commisioner of Public Works shall have the right to connect any sewer or sewers with the sewers herein described or to grant permits to any person or persons to make connections therewith at any time before it is finally completed, and the Contractor shall not interfere with or place obstructions in the way of such person or persons as may be employed in building such new sewer or sewers or in making such connections. This is not to be construed, however, as permitting the introduction of storm water or sewage into any sewer being constructed under this contract before its final completion.

Thoroughly Cleaned.

Section No. 354. During the progress of the work, and until the entire completion and final acceptance thereof, the sewers, drains, basins, culverts and connections shall be kept thoroughly cleaned throughout, and left clean, and the drainage of any old sewer that may be taken up or intercepted shall be provided for and taken care of by the Contractor, all at his own expense.

Payment for Sewers.

Section No. 355. Payment for sewers will be per lineal foot of sewer complete as herein provided in Schedule Items 37 to 40, 40-A, 41 to 43, 45, 46, 48 and 56, except as hereinafter specifically provided. The price for each class of sewer is to include each and every item applicable thereto as herein given in Sections Nos. 278 to 354 of these specifications and as otherwise provided in the contract and as indicated on the plans; excepting as is hereinafter specially provided.

Excavation.

Section No. 356. In addition to the price per lineal foot for completed sewer, as above provided, excavation will be paid for at the prices herein stipulated in Schedule Items 2-A and 3-A (which prices shall include all the matters referred to in Section No. 92), on the basis of size of trench stipulated in Sections Nos. 282 and 285. Payment for street surface restored shall be as provided in Schedule Item 30.

Steel Beams and Reinforcing Rods.

Section No. 357. Where steel beams or reinforcing rods are required and ordered, such beams and rods will be paid for in addition to the price bid for the sewer and at the prices herein stipulated for furnishing and placing such material and all work incidental thereto, in Schedule Items 20 or 21.

Automatic Flush Tanks.

Section No. 358. Where automatic flush tanks are built as provided in Section No. 348 of the specifications they will be paid for as herein provided in Article XII of the contract.

Waterproofing.

Section No. 359. Where waterproofing is required and placed in accordance with Section No. 349 of the specifications it will be paid for at the prices herein stipulated for waterproofing, Schedule Item 15 or 16.

Siphons.

Section No. 360. Where inverted siphons passing under the subway structure are called for and built, they shall be considered as part of the regular subway construction from outside to outside of the sewer chambers or between points of departure from standard sewer construction, such limits being indicated on the plans; and payment for such siphons will be made in accordance with the various classes of work or material as are applicable thereto in the Schedule and at the prices therein stipulated for such items.

Cast-iron Pipe Sewers, etc.

Section No. 361. All cast-iron pipe sewers wherever built, and the parts within the limits of the Railroad, when indicated on the plans, of all other sewers crossing over or under the Railroad, will be paid for in accordance with the various classes of work or material applicable thereto in the Schedule and at the prices stipulated therein for such classes of work or material.

House and Drainage Connections.

Section No. 362. The cost of the maintenance, support or construction of all house or other drainage connections made necessary by construction under Sections Nos. 360 and 361 will be included in the prices for the several classes of work and material entering into such construction.

Sewers Under Station Platforms.

Wherever a sewer passes under a station or station platforms, all the requirements with respect to extra heavy soil pipe, special manhole castings, ventilating pipes, and sealed manhole covers, as included in Sections Nos. 301, 318, 319 and 335, respectively, apply in every respect.

19.

Requirements for Pipes.

Generally.

Section No. 363. Whenever it is necessary to relay any water main, all new material required for the same shall be of the quality and laid in the manner specified below, and subject to the various clauses of these specifications applicable thereto.

Pipes to be Cylinders.

Section No. 364. The pipes shall be circular cylinders, with the inner and outer surfaces concentric, and of the full interior diameter required.

Hubs and Spigots.

Section No. 365. The hub or socket and the spigot end shall be shaped in exact conformity with the standards of the Department of Water Supply, to be furnished by the Commission, and will be tested by circular gauges.

Section No. 366. The seat or shoulder of the socket and the end of the spigot shall be straight and even, and at right angles to the axis of the pipe, so as to make a smooth, tight joint. Special care will be required in making the sockets and spigots to conform to the drawings and all pipes will be rigorously inspected at these points. No pipe will be received whose eccentricity at either the spigot or socket ends, exceeds one-eighth (⅛) of an inch, or whose dimensions differ by more than one-eighth (⅛) of an inch from those required.

Section No. 367. The pipes shall be designated by dimensions of the interior diameter.

Section No. 368. Bands, lugs, buttons, or ribs shall, if required, be cast on the pipes, of such forms and dimensions as the Engineer may direct.

Length of Pipe.

Section No. 369. The straight pipe shall be twelve (12) feet long, exclusive of hub; other pipe as may be directed.

Section No. 370. All straight pipes shall be straight in the direction of the axis of the cylinder.

Thickness and Weights.

Section No. 371. Thickness of the pipes, branches and special castings shall correspond with the standards of the Department of Water Supply. The weight for straight pipe shall be as follows:

60-inch pipes, special.
48-inch pipes, 9,886 pounds each.
42-inch pipes, special.
36-inch pipes, 5,920 pounds each.
30-inch pipes, 4,460 pounds each.
24-inch pipes, 2,965 pounds each.
20-inch pipes, 1,979 pounds each.
16-inch pipes, 1,458 pounds each.
12-inch pipes, 1,018 pounds each.
8-inch pipes, 542 pounds each.
6-inch pipes, 416 pounds each

High Pressure Fire System.

Section No. 372. For high-pressure fire system standard spigot and grooves—the weights for straight pipes, with lugs, shall be as follows, in pounds per length:

	Of 3 ft.	Of 4 ft.	Of 6 ft.	Of 12 ft.
8-inch	355	420	550	935
12-inch	615	745	1,000	1,765
16-inch	1,005	1,215	1,635	2,905
20-inch	1,475	1,795	2,425	4,320
24-inch	2,105	2,585	3,535	6,385

All requirements as to weights, laying, tests, etc., shall be in strict accordance with the standard requirements of the Department of Water Supply, Gas and Electricity.

Section No. 373. The thickness of the metal of the pipes and special castings will be tested by calipers after the castings have been freed from sand and cleaned.

Variations in Thickness.

Section No. 374. No pipe will be received when the thickness of metal is less by more than one-twelfth (1/12) of an inch than the thickness required by the standards.

Variation in Weights of Castings.

Section No. 375. Any straight pipe the weight of which is deficient by more than the following stated percentages of the standard weight, will be rejected:

For pipe 16 inches or less in diameter, 5 per cent.
For pipe over 16 inches in diameter, 4 per cent.

Excess weight in any one pipe not to exceed the above stated percentages will be paid for. The total weight, however, to be paid for shall not exceed for each size of pipe received the sum of the standard weights of the same number of pieces of the given size, by more than two (2%) per centum.

(The term "Standard Weight" as above used in connection with straight pipe shall be taken to mean the standard weight corresponding to the actual laying length of the pipe as furnished.)

Any special casting the weight of which is deficient by more than the following stated percentages of the standard weight will be rejected:

For special castings 12 inches or less in diameter 10 per cent.
For special castings over 12 inches in diameter 8 per cent.

Excess weight in any one special casting, not to exceed the following stated percentages, will be paid for:

For special castings 12 inches or less in diameter 8 per cent.
For special castings over 12 inches in diameter 6 per cent.

The total weight, however, to be paid for shall not exceed for the special castings received the sum of the standard weights of the same number of special castings by more than five (5) per cent.

Straight Pipe Cast Vertically.

SECTION No. 376. All straight pipes shall be cast vertically, and all pipes 12 inches or more in diameter shall be cast with the hub end down.

SECTION No. 377. All the castings shall be made in such moulding-sand or loam as will leave the surface clean and smooth.

Castings, How Marked.

SECTION No. 378. All the castings shall have the year in which they are cast, the running number of the castings of the same size and form, the letters D. W. S., and the initials or name of the Contractor, and of the foundry where cast, cast on the outer side in raised letters of not less than two (2) inches in length and one-eighth (⅛) of an inch in relief, in such manner as the Engineer may designate; and in case any pipe shall be condemned, the letters D. W. S. shall be erased by the Contractor.

Quality of Cast-Iron.

SECTION No. 379. The metal of which the castings are to be cast (which shall be remelted in a cupola or air-furnace) shall be pig-iron, made without any admixture of cinder-iron, or other inferior metal. and shall be of such character as to make a pipe strong, tough and of an even grain, entirely free from uncombined carbon when seen under the microscope, and such as will bear, satisfactorily, drilling and cutting, and shall have a tensile strength of at least sixteen thousand (16,000) pounds to the square inch.

SECTION No. 380. The castings shall be free from scoria, sand holes, air bubbles, and other defects and imperfections.

Castings To Be Clean.

Section No. 381. The castings shall be perfectly cleaned and no lumps shall be left on the inner surface of the barrels or sockets, or on the outer surface of the spigot end. The castings shall be subject to hammer inspection. Iron-wire brushes shall be used, as well as softer brushes, to remove the loose dust. No acid or other liquid shall be used in cleaning the castings.

Pipes To Be Coated.

Section No. 382. Every pipe, branch and special casting shall be carefully coated inside and out with coal pitch and oil. Every casting shall likewise be entirely free from rust when the coating is applied. If the casting cannot be dipped immediately after being cleaned, the surface shall be oiled with linseed oil, to preserve it until it is ready to be dipped. No casting shall be dipped after rust has set in.

Pitch.

Section No. 383. The coal-tar pitch shall be made from coal-tar distilled until the naphtha is entirely removed and the material mixed with linseed oil so as to make a smooth, tough and tenacious coating. Pitch which becomes hard and brittle when cold will not answer for this use.

Section No. 384. Pitch of the proper quality having been obtained, it shall be carefully heated in a suitable vessel to a temperature of three hundred (300) degrees Fahrenheit, and shall be maintained at not less than this temperature during the time of dipping. The material will thicken and deteriorate after a number of pipes have been dipped; fresh pitch shall, therefore, be frequently added, and occasionally the vessel shall be entirely emptied of its old contents and refilled with fresh pitch.

Section No. 385. Every casting shall attain a temperature of three hundred (300) degrees Fahrenheit before being removed from the vessel of hot pitch. It shall then be slowly removed and laid on skids to drip.

To Be Inspected Before Dipping.

Section No. 386. No casting shall be dipped until the authorized inspector has examined it as to cleaning and rust, and subjected it thoroughly to the hammer test. It may then be dipped, after which it will be passed to the hydraulic press to meet the required water test. The proper coating shall be tough and tenacious when cold on the pipes, and not brittle or with any tendency to scale off.

Tests.

Section No. 387. The castings must be capable of sustaining a pressure, in the hydraulic press, of three hundred (300) pounds to a square inch, and any casting which shows any defect by leaking, sweating or otherwise will be rejected. This test shall be made at the foundry, and at the expense of the Contractor.

Weighed and Marked.

Section No. 388. The castings shall be weighed, and the weight distinctly marked on the castings in white paint. The Contractor shall provide at the foundry where the pipes and castings are to be manufactured proper sealed scales and weights for weighing the castings, which shall be done at the expense of the Contractor, under the supervision of the inspector.

Blocking and Wedges.

Section No. 389. Each pipe over eight (8) inches inside diameter, unless otherwise ordered, shall be placed on two (2) blocks and four (4) wedges of hemlock timber, the wedges to rest on the blocks and the pipe on the wedges.

Timber for Blocking.

Section No. 390. The blocks and wedges shall be of sound hemlock timber; 48 and 36-inch pipe shall be laid on blocks 4 feet long, 12 inches wide and 6 inches thick, with wedges 18 inches long, 6 inches wide, 4 inches thick on one end and ½ inch thick on the other; 30 and 24-inch pipe on blocks 3 feet long, 10 inches wide and 5 inches thick, with wedges 15 inches long, 5 inches wide and 3½ inches thick on one end and ½ inch thick on the other end; 12 and 20-inch pipe on blocks 2 feet long, 8 inches wide and 4 inches thick, with wedges 12 inches long, 4 inches wide, 3 inches thick on one end and ½ inch thick on the other.

Joints.

Section No. 391. The spigot end of the pipe shall be inserted into the hub to within from one-fourth (¼) to one-eighth (⅛) of an inch of the full depth of the hub, and the space around the pipe shall be equalized so as to give as nearly as possible an equal space for the packing. The space between the pipe and hub shall be packed with clean, sound jute packing yarn, free from tar, far enough to leave the proper space for lead. The remaining space shall then be filled by running it full of lead to a depth of four (4) inches, with a bead outside of the face of the hub large enough to allow for caulking, so that when the joint is properly caulked the lead will be flush with the hub of the pipe. After the joint shall have been run with lead, it shall be caulked by means of proper tools, so as to make a water-tight joint.

Lead.

Section No. 392. The lead to be used shall be of the best quality of pure, soft lead, and in every respect suitable for the purpose.

Notice of Interruption To Be Given.

Section No. 393. In case it becomes necessary to cut any connection with any other main, house or hydrant, or in any way to interfere with the continuous and normal flow of water, due notice shall be sent at least forty-eight (48) hours in advance to the Engineer and to the Commissioner of Water Supply, and the Contractor shall, if so ordered, make a temporary by-pass or other arrangement to preserve the flow of water while breaking connections.

Connections Interfered With.

Section No. 394. All connections cut, interfered with or injured shall be restored under the directions of the Engineer, without delay, and in accordance with the rules and regulations of the Department of Water Supply governing such matters, to a suitable condition as good as existed before commencing work.

Stop Cocks, etc.

Section No. 395. Stop cocks, boxes, branches, curved pipe, and other specials according to the standards of the Department of Water Supply shall be set where necessary.

Section No. 396. For gas pipes, steam pipes, air pipes, mail tubes and any other pipes not herein enumerated, the standard weights and all other requirements shall be in accordance with the standard specifications and requirements of the several owners of such structures.

20.

Ducts.

Vitrified Ducts—Quality and Size.

Section No. 397. The ducts to contain cables for transmitting electricity shall be manufactured of the best clay, thoroughly mixed, burnt and vitrified, sound in all respects, straight and free from soft spots, stones, cracks or blisters liable to impair their strength or durability; in lengths generally of from eighteen (18) to thirty-six (36) inches; shorter lengths shall only be used as directed; generally in four-way form with circular holes, the diameter to be such as to pass a mandrel three and one-half (3½) inches in diameter; one, two or three-way ducts shall be used in special cases as determined by the Engineer. The interior surface of the holes to be smooth and clear of warts, tits, pits or blisters, which may tend to injure the electric cable in pulling the same through the duct. The ends to be cut smooth and at right angles to the axis of the duct and beveled on inside for three-quarters (¾) of an inch.

Thickness of Ducts.

Section No. 398. The outside walls and webs of four-way ducts to be three-quarters (¾) of an inch thick; the outside dimensions of ducts to be not less than nine and one-quarter (9¼) nor more than ten (10) inches, and constructed square on outer lines; the dimensions of single, two-way or three-way ducts shall be consistent with the above.

Ends Combed.

Section No. 399. The ends of ducts to be combed with two (2) sets of three (3) combings each, each combing to have a width of one-quarter (¼) of an inch and a depth of one-sixteenth (1/16) of an inch.

Glaze.

Section No. 400. The inside and outside of ducts to be thoroughly glazed in the most approved manner with good salt glaze.

Inspection.

Section No. 401. All ducts to be subject to inspection, both at the place of manufacture and on the work. All rejected ducts to be promptly removed by the Contractor at his expense.

How Laid.

Section No. 402. The ducts shall be laid in beds of cement mortar about one-quarter (¼) of an inch in thickness, with broken joints and with full bearing. Two (2) strips of thick unbleached muslin six (6) inches wide, and coated with neat cement mortar, shall be used to wrap each joint, the ends of the wrap to lap six (6) inches. The muslin shall be not less than 56 x 60 count, weight not less than four (4) ounces to the yard and width thirty-six (36) inches. In laying the ducts care must be taken to close abutting joints so that practically the ends of ducts shall be in contact on all sides. Where ducts are laid on curves, the wraps must be doubled if required, to protect the openings between the ends of the ducts on the outer line of the duct and to exclude all mortar from duct openings.

Mandrels.

Section No. 403. The ducts shall be laid with a linked mandrel of the length and diameter to be prescribed, the same accurately fitting the duct openings, the mandrel to be left in each duct until the next succeeding duct is laid.

Dowel Pins.

Section No. 404. The ducts shall be laid with dowel pins, at least two pins on the opposite sides horizontally.

Laid to Line.

Section No. 405. The ducts shall be so laid that the centre of the holes shall be true to line and grade.

To Be Rodded.

Section No. 406. After the ducts are laid, and sufficient time is given to allow the mortar in beds to set, they shall be rodded; all mortar or other foreign matter must be cleaned from the duct openings, leaving a clear and smooth opening. If obstructions are found in rodding the ducts which cannot be removed by cleaners, so as to give a clear and smooth opening sufficient to pass a three and one-quarter (3¼) inch mandrel, the ducts shall be removed and relaid; all ducts, during the construction and after being rodded, shall be plugged with suitable plugs, to be furnished by the Contractor. If wooden plugs are used they shall be immersed in water for at least eight (8) hours before being put in place.

Measurement and Payment for Vitrified Ducts.

Section No. 407. Tunnel ducts shall be paid for per duct foot in place at the price herein stipulated for tunnel ducts, Schedule Item 18, which price shall include the cost of furnishing, laying, rodding and all the material and work incidental thereto. The tunnel ducts to be provided under Schedule Item 18, shall include only those intended solely for the purpose of the operation of the Railroad, but either those incorporated in the Railroad structure or those laid on top of it.

Duct Manholes.

Section No. 408. Duct manholes shall be built at the sides of the Railroad in connection therewith and as indicated on the plans. These manholes shall be generally at intervals of about four hundred and fifty (450) feet, and shall be on either or both sides of the Railroad as necessary, in accordance with the location of the duct lines. They may vary in form as may be necessary to accommodate the work to local conditions. Sliding steel doors of an approved type and with the necessary fittings shall be provided for all duct manholes. Such doors and fittings will be paid for as riveted steel, Schedule Item 19.

Duct Manholes At Stations.

Duct manholes will be built at the ends of the stations to provide for the passage of the ducts under the station platforms.

Section No. 409. At manholes the ducts will be laid to conform to the special conditions.

21.

Conduits.

Section No. 410. In all work where iron pipe conduits are installed for a part of their length in the structure and for another part as open construction, the ends of such runs shall be carried outside of said structure as open construction and shall terminate in outlet or junction boxes located by the Engineer.

Installation.

Section No. 411. The iron pipe conduits required by Section No. 410 will be built mainly in the walls, roofs or other parts of the stations; portions, however, of the runs will be left exposed, to be covered later by the station finish work.

Quality Iron Pipe Conduit.

Section No. 412. All iron conduits used for any purpose in connection with the work herein shall be of the best grade (Galvaduct or equal) standard weight wrought iron or steel piping, protected inside and out by a coat of zinc or enamel. It shall be delivered to the work in bundles of full length pipes, each length marked with the trade mark of the manufacturer. It shall bend cold 90 degrees about a radius equal to ten diameters without signs of flaw or fracture in either pipe or enamel.

Section No. 413. All conduits shall be carefully cleaned before and after erection, and all ends shall be reamed free from burrs, and inside surfaces shall be free from all imperfections liable to injure the cable.

Joints Water-Tight.

Section No. 414. All joints shall be made with standard couplings, well treated with red lead, and screwed up to make a water-tight job.

Built in Concrete, Etc.

Section No. 415. Conduits built into concrete or other parts of the structure shall be properly protected and supported, so that the same shall not be injured by the building operations.

Not Built in Concrete.

Section No. 416. Conduit not built into the structure shall be supported by approved pipe straps located not more than eight feet apart, or in any other manner designated by the Engineer, and they shall be kept boxed or otherwise suitably protected from injury.

Bends and Offsets.

Section No. 417. Bends and offsets may be made in the field if proper tools are used, but in no case shall deformed, split or crushed conduit be erected. Not more than two right angle bends shall be made between any two outlet boxes without special approval of the Engineer.

Measurement and Payment.

Section No. 418. Measurements for the above iron pipe conduits shall be per lineal foot of single conduit placed in the work—in accordance with the requirements—and payment for the same shall be as herein stipulated in Schedule Item 32.

Outlet and Pull Boxes and Payment for Same.

Section No. 419. All outlet and pull boxes shall be made of cast iron, with openings threaded for the conduit ends, and conduits shall be screwed into these openings and made up with red lead to effect a water-tight joint. Covers shall be of cast iron and water-tight, and no other boxes or covers shall be used except under special permission of the Engineer. The price for each cast iron outlet and pull box furnished and placed in the work shall be as herein stipulated in Schedule Items 33 and 33-A.

22.

Surfaces Restored.

Pavement to Be Restored.

Section No. 420. As soon as the structure in any excavation or trench made within a street shall be completed and the trench back-filled, a temporary pavement shall be laid and maintained in a condition satisfactory to the Engineer; and after the earth shall have become, in the opinion of the Engineer, sufficiently settled, the Contractor shall proceed to restore the surface to a condition similar to, and equally as good as, that existing previous to the commencement of construction.

Section No. 421. All the requirements as to street surface restored shall apply to the trenches for sewers, pipes or other subsurface structures along or off the line of the Railroad.

Other Sidewalks May Be Laid.

Section No. 422. Nothing contained in these specifications shall be understood or construed as prohibiting the Contractor from making any arrangement with the President of the Borough, or such other officer of the City of New York as may be in charge of street paving, to lay a better or other form of street pavement in the roadway between curb lines; or to make an arrangement with any property owner to lay another style of sidewalk, or other surface covering within curb lines, in place of the sidewalk or other surface covering taken up; in which case the Contractor shall file with the Commission a copy of his contract with such municipal officer or with such property owner, duly acknowledged in writing by both parties.

In case the municipal officer in charge of street paving, or any property owner desires to lay a pavement in the roadway between curb lines, or a sidewalk, or other surface covering within curb lines, affected by this contract, different from the one removed, and shall notify the Commission in writing that he has failed to make satisfactory arrangements for such work with the Contractor, then the Commission, in its discretion, may direct the Contractor to finish and dress off the filling over his work to such grade as the Engineer may select, and further direct him to remove from the area to be restored all material of whatever nature not required to be relaid, and to permit another contractor to lay such sidewalk or other surface covering; in which case the liability of the Contractor under this contract shall cease, as far as that part of his work is concerned, whenever the Engineer shall report to the Commission that the instructions of the Commission have been complied with, exactly the same as if the Contractor had fully completed the restoration as hereinbefore provided.

Payment for Street Surface Restored.

Section No. 423. Payment for street surface restored will be made as provided in Schedule Item 30 (a) within curblines, and Schedule Items 30 (d), (e), (f) and (g) between curb lines, which prices shall include the cost of restoring all curbs, manhole heads and covers, gratings, vault lights, etc., that formed a part of the original street surface.

Measurements.

Section No. 424. The measurement for payment for street surface restored will be to the net line of ordered excavation.

Outside of Net Lines.

Section No. 425. All other pavement outside of the net lines of ordered excavation, either along or off the line of the Railroad, that may have become damaged, directly or indirectly, as a result of the Contractor's operations, shall be restored by the Contractor at his own cost and expense to a condition similar to and equally good as that existing previous to the commencement of construction.

Where any grass plots or trees exist along any street occupied by the Contractor, proper precautions must be taken to protect them from injury. For every tree removed, injured or destroyed, the Contractor shall set out a new thrifty tree of the same kind as the tree removed, injured or destroyed, and not less than fifteen (15) feet in height and not less than three and one-half (3½) inches in diameter measured two feet above the surface of the ground, and in such position as the Commissioner of Parks shall indicate. All grass plots, shrubbery and other plants removed or affected by the construction of the Railroad, shall be restored as soon as possible to as good a condition as existed before the commencement of the work. In replanting trees and the replanting of grass plots the Contractor must be governed by the reasonable requirements of the Commissioner of Parks or by other authorities specially charged with the care of these trees or grass plots, and the nature and depth of the soil to be placed therein must be as approved by such authorities and by the Commission. Payment for all the work covered in this paragraph shall be included in the price paid for street surface restored within curb lines, Schedule Item 30 (a), when such work comes within the net lines of ordered excavation. All such work outside of the net lines of ordered excavation, either along or off the line of the Railroad, shall be restored at the Contractor's own cost and expense.

23.

Gratings, Hand-Rails, Etc.

Steel Gratings.

Section No. 426. Steel gratings shall be provided and placed over fan and other ventilating chambers, and over station approaches, at places shown on the plans, or at other places if required by the Engineer. They will be constructed as shown on the detailed plans for gratings.

At Stations.

Steel gratings also shall be provided and placed over stations as prescribed in the preceding paragraph.

Measurement and Payment.

Gratings will be measured to the lines as constructed and payment therefor will be made as herein provided in Schedule Item 28, which price shall include the grating in place in the work, all frames and framing, and all incidental work.

Galvanized Iron Pipe Hand-rails.

Galvanized iron pipe hand-rails, of one or more horizontal rails and supported on wall brackets or on pipe posts, will be placed in the Railroad over the benches containing the ducts, or at other points where directed by the Engineer. They shall be securely fastened to the wall, bench or floor of the tunnel by means of expansion bolts, and as shown on the contract drawings. Measurements for payment will be per lineal foot of pipe rail and posts in place in the work, complete, and at the price as stipulated in Schedule Item 27.

Vault Lights.

The roofs of the stations, where under sidewalks, shall, to as great an extent as possible, consist of vault light construction. These lights shall be made with lenses, not exceeding three (3) inches in diameter, of strong glass set in cement; they shall be provided with non-slipping treads, buttons or other devices all of design approved by the Engineer; and shall be of sufficient strength to carry, when supported in a manner similar to that in which they are to be permanently set, an equally distributed load of at least five hundred (500) lbs. per square foot without signs of failure, deformation or permanent set, when such test load is removed. The right is reserved to test at least one (1) frame or panel in every ten (10), as selected by the Engineer. Should the one selected fail, another will be selected by the Engineer; and, if that fail, then the whole lot may be rejected. The vault lights must be set in place with cement, lead or other means to be absolutely waterproof. Any tests required shall be at the Contractor's expense.

Measurement and Payment.

The area for payment for vault lights shall be to lines not exceeding one (1) foot outside of the inner faces of the supporting walls, and the price paid will be as provided in Schedule Item 29, which price shall include all material and work incidental to the completed vault lights in place.

24.

Special Matters.

Open Trench Excavation.

Section No. 427. The Contractor will be permitted to prosecute his work generally in open trench excavation without cover; but he must at all times, exclusive of such roadway space as he may require for the use of his own teams, keep two fifteen foot roadways open for public use north of Bay Ridge Parkway, one on each side of Fourth Avenue next to the sidewalk curb. South of Bay Ridge Parkway, where the subway consists of two tracks and only occupies the westerly side of Fourth Avenue, the Contractor must at all times keep open for public use the entire easterly half of the roadway from the sidewalk curb to the easterly Railroad line.

No Ledge Rock.

Ledge rock in place will not be encountered on this Contract Section, but boulders allowed as rock, in accordance with Section No. 75, may be encountered, for which reason specifications for rock are included in this contract.

Sea Beach Railroad Tracks.

The Contractor will be required to furnish all the labor and material and do all the work necessary for lowering the existing grade of the tracks of the Sea Beach Railroad Company within the limits of the existing arch and wing walls of the said Company's crossing under Fourth Avenue in accordance with the plans. All further grade adjustments of the Sea Beach Railroad beyond the limits of the arch and wing walls are not included in this Contract. The general character of this work will consist of: making the necessary excavation, removing such brick masonry as may be required, underpinning the existing arch and wing walls, and doing any other thing which may be required to complete the work described. This work will be paid for at the prices stipulated for the various classes of work or material applicable thereto in the Schedule of unit prices, including the special Schedule Items 1-A, 4-D and 9-B.

Forty-eight Inch Pipe, Board of Water Supply.

The Board of Water Supply has let a contract for laying a 48-inch water pipe under Fourth Avenue from 64th to 67th Streets, and, if said pipe is laid prior to or during the execution of this Contract, the Contractor will be required to protect, support and maintain the same, as required by this Contract for the maintenance and support of pipes or subsurface structures. This pipe is shown on the supplementary drawings as already laid.

IV.

Security to be Furnished by Contractor.

Contractor's Bond.

Article XXVII. Simultaneously with the execution of this contract the Contractor shall give security for the performance of his obligation by filing with the Comptroller a bond in the form annexed hereto, entitled, "Form of Bond," executed by the Contractor and by two or more sureties to be corporations or persons approved by the Commission in the sum of Fifty thousand ($50,000) dollars. In case any of the surities upon the bond shall become insolvent or unable in the opinion of the Commission to pay promptly the amount of such bond to the extent to which such surety might be liable, then the Contractor within ten days after notice by the Commission to the Contractor shall, by supplemental bond or otherwise, substitute another and sufficient surety to be approved by the Commission in place of the surety so insolvent or unable. If the Contractor shall fail, within such ten days or such further time as the Commission may grant, to substitute another and sufficient surety, then the Contractor shall, for all the purposes of this contract, be deemed to be in default in the performance of his obligations hereunder and upon the said bond, and the Commission may terminate the contract or may bring any proper suit or proceeding against the Contractor and the sureties, or either of them, or may require to be deducted from any moneys then in, or thereafter coming into, the hands of the City and due to the Contractor the amount for which the surety insolvent or unable as aforesaid shall have justified on the bond; and the moneys so deducted shall be held by the Comptroller as collateral security for the performance of the condition of the bond.

Deposit of Cash or Securities.

*Article XXVIII. The Contractor may at his option deposit with the Comptroller in lieu of said bond or of any part thereof, an equal amount in cash or in value of securities. If securities be deposited they shall be securities of which a schedule shall be hereto annexed, entitled Schedule of Securities, and there shall be deposited with them the written approval of the Commission which it shall give when satisfied as to the character thereof. In case any of the securities so deposited shall, in the opinion of the Commission, at any time cease to be of the character of securities in which the savings banks of the State of New York are then authorized by law to invest moneys, or shall, in the opinion of the Commission, at any time become of less value than the value stated for it or them in said schedule,—then within ten days after notice to the Contractor of the objection of the Commission, the Contractor shall either substitute therefor securities which shall be approved by the Commission as of the character aforesaid and as being of at least the value of the former securities to which the Commission shall have objected as such value was originally stated in the said schedule, or shall deposit with the Comptroller in cash the amount of such value of such former securities as so originally stated. In case the Contractor shall not within such ten days substitute such new securities, he shall, if the Commission so elect, be deemed to be in default in the performance of his obligations under this contract; and in addition to any and all other remedies against the Contractor or his sureties, the Commission may require the Comptroller to deduct from any moneys then due or which thereafter may become due to the Contractor under this contract, the amount of the original valuation of such securities objected to, and to hold such amount in lieu of such securities, as if part of the original deposit or as if deposited with the Comptroller as aforesaid, and such amount shall in such case be deemed to be paid to the Contractor upon the contract. The securities so objected to shall upon such substitution of securities or deposit of cash in lieu thereof be returned to the Contractor.

The City shall from time to time collect all interest, dividends or other profits or income on any securities deposited by the Contractor, and shall, when and as collected, pay the same to the Contractor. If the securities are in the form of coupon bonds the coupons as they respectively become due shall be delivered to the Contractor. If the deposit be made in cash, interest shall be paid to the Contractor at the average rate of interest received by the City on its bank balances during such period. Provided, however, that the Contractor shall not be entitled to interest, dividends or other profits or income on any securities the proceeds of which shall be used or applied as hereinafter provided.

Security For.

Article XXIX. The said deposit whether in cash or securities, in the form and as the same shall at any time be, shall be security for the faithful performance by the Contractor of all the covenants, conditions and requirements specified and provided for in this contract. In case of any default on the part of the Contractor in such performance, and in the further case that the City shall for or by reason of such failure, whether by reason of employment of another contractor or contractors or otherwise, incur or become liable for expense through such default as hereinafter provided, then the Comptroller shall forthwith pay or apply to the use of the City the amount of such expense out of the said deposit in cash or securities or out of the portion of the deposit remaining at the time.

Sale of Securities.

Article XXX. The Comptroller shall, upon the requirement of the Commission, in order to make such payment or application to the use of the City, sell at public auction in The City of New York any of the securities which may then constitute part of such deposit upon notice to be published in three daily newspapers, the first publication to be as much as ten days before the sale and such publication to be made three times within such ten days. Any such sale shall be adjourned from time to time if requested by the Commission. The Comptroller shall, upon the requirement of the Commission, deduct from the proceeds of any such sale, all expenses thereof and of such advertisement, and pay and apply to the use of the City so much of the residue of such proceeds as may be necessary for the purpose aforesaid. And the Contractor within ten days after notice from the Commission so to do shall (unless the time be extended by the Commission) by further deposit, according to the requirement of the Commission, of money or securities of the character aforesaid approved by the Commission restore the said deposit with the Comptroller to the full amount originally required. In addition to, or in lieu of, the sale above provided for, the Commission may, in the name of and in behalf of the City, bring any appropriate suit or proceeding in any proper court to enforce the lien and claim of the City in and upon the said deposit, whether such deposit be in money or securities.

Retention of Security.

Article XXXI. If at any time when the Contractor shall otherwise be entitled to a return of the said deposit, there shall be pending any claim for damages or loss caused to others by the negligence, fault, or default of the Contractor, for which it shall be claimed that the City shall be liable, then and in that case the said deposit, or such part thereof as the Commission shall prescribe, shall, upon the requirement of the Commission, be reserved by the Comptroller for a reasonable time as security to the City against such claims. And the amount of any such damages or costs paid by the City to others or for which the City shall be liable to others, shall be deducted from the said deposit before the same shall be returned to the Contractor as hereinafter provided.

On Completion of Works.

Article XXXII. When the Contractor shall have fully completed the Works according to the terms of this contract and the Commission shall so certify, the Comptroller shall pay and deliver to the Contractor the said deposit, or so much thereof as shall not have been reserved or used or applied for any of the purposes above mentioned.

Retained Percentages.

Article XXXIII. In addition and as further security there shall be deducted fifteen per centum (15%) of the amounts certified from time to time to be due to the Contractor until the amount so deducted and retatined shall equal the sum of two hundred thousand ($200,000) dollars. Thereafter there shall be so deducted and retained for such purpose ten per centum (10%) of amounts certified from time to time to be due to the Contractor. The Contractor may from time to time withdraw portions of the amounts so to be retained upon depositing with the Comptroller corporate stock of The City of New York of a market value equal to the amount so withdrawn, in which event the provision of this chapter in respect of securities shall also apply to such corporate stock.

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*Articles XXVIII to XXXII inclusive will form part of the contract only in case the Contractor elects to deposit cash or securities in lieu of a bond or to deposit corporate stock of The City of New York in lieu of retained percentages.

V.

PAYMENTS TO CONTRACTOR.

Partial Payments.

Article XXXV. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the work progresses, but not oftener than once a month, make in writing an estimate, such as in his opinion shall be just and fair, of the amount and value of the work done and materials incorporated in the work by the Contractor according to the terms of this contract (but it is understood that in making such estimates the Engineer shall not necessarily be governed by the unit prices contained in the Contractor's proposal), provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work is not proceeding in accordance with the contract. The first such estimate shall be of the amount and value of the work done and materials incorporated in the work since the Contractor commenced the performance of this contract on his part. Every subsequent estimate except the final estimate shall be of the amount and value of the work done and materials incorporated in the work since the last preceding estimate was made, provided, however, that no such estimate shall be required to be made when, in the judgment of the Engineer, the total value of the work done and materials incorporated in the work since the last preceding estimate amounts to less than ten thousand ($10,000.00) dollars. The Engineer shall further include accepted structural iron and steel delivered on the site of the work, or on property owned or leased by the City, but not incorporated in the work, at the rate of forty ($40) dollars per ton of two thousand pounds. But the quantity of such structural iron and steel included in any partial estimate shall not exceed the quantity of such material, as determined by the Engineer, required for the ensuing six months, and any material included in a partial estimate which may subsequently become unsatisfactory shall be deducted from succeeding partial estimates. No materials not incorporated in the work, excepting such structural iron and steel, shall be included in partial estimates.

Not by Strict Measurement.

Article XXXVI. Such estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method and partly by the other, and it shall be sufficient if they are approximate only.

Vouchers.

Article XXXVII. Upon each such estimate being made and certified in writing to the Commission, the Commission shall forthwith prepare and certify a voucher for eighty-five or ninety per cent. of the amount stated in such estimate or certificate to be the value of the work done and materials furnished as provided in Article XXXIII, and the City shall within thirty (30) days after the date of the certification of such voucher by the Commission pay the same; provided, however, that the City may at all times reserve and retain from said partial payments or any of them, in addition to the ten or fifteen per cent. above mentioned to be retained and reserved, any sum or all sums which by the terms hereof, or of any law of the State of New York passed prior to the date hereof, it is or may be authorized to reserve or retain.

Final Estimate.

Article XXXVIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part, the Engineer shall so certify, in writing, to the Commission, and in his certificate shall state, from actual measurements, the whole amount of work done by the Contractor, and also the value of such work under and according to the terms of this contract. On the expiration of ninety (90) days after the acceptance by the Commission of the work herein agreed to be done by the Contractor, and the filing of a certificate of the completion and acceptance of the work in the office of the Comptroller, signed by the Engineer and the Commission, the City shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the last-mentioned certificate, all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract, and also any sum or all such sums of money as by the terms hereof the City is or may be authorized to reserve or retain; provided, that nothing herein contained shall be construed to affect the right, hereby reserved, of the Commission to reject the whole or any portion of the aforesaid work, should the said certificate be found, or known to be, inconsistent with the terms of this contract, or otherwise improperly given. All prior certificates upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate, which final certificate may be made without notice thereof to the Contractor, or of the measurements upon which it is based.

Interest in Case of Delayed Payments.

Article XXXIX. If the payment of the amount due the Contractor on any voucher shall be delayed beyond the time stipulated in Article XXXVII in the case of partial payment, or Article XXXVIII in the case of final payment, the City shall pay the Contractor interest on such amount at the rate of four and one-half (4½) per cent. per annum for the period of such delay; it being understood that such payments of interest, if any, are to be in lieu of any claim of the Contractor for alleged damages for breach of contract or otherwise in case of delayed payments. The term for which interest shall be paid shall be reckoned, in the case of a partial payment from the thirtieth day after the certification of such voucher by the Commission, and in the case of a final payment from the ninetieth day after the acceptance of the work by the Commission, to the date of payment of the voucher. The date of payment of a voucher shall be considered the day on which the voucher is ready for payment as evidenced by the records of the Department of Finance. If interest shall become due on any partial payment the amount thereof, as determined by the Commission, shall be added to a succeeding payment. If interest shall become due on a final payment it shall be paid on a supplementary voucher prepared by the Commission and forwarded to the Comptroller for payment in the usual manner.

No Estoppel.

Article XL. The City shall not, nor shall any Department or officer thereof, be precluded or estopped by any return or certificate made or given by the Commission, any Engineer, or other officer, agent or appointee thereof under any provision of this contract, from at any time either before or after the final completion and acceptance of the work and payment therefor pursuant to any such return or certificate, showing the true and correct amount, quality and character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications; and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with this contract or the specifications.

No Waiver.

Article XLI. Neither the acceptance of the Commission or its Engineer, or any of its employees, nor any order, measurement or certificate by the Engineer, nor any order by the Commission for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the Engineer or the Commission, nor any extension of time, nor any possession taken by the Commission, or its employees, shall operate as a waiver of any portion of this contract or of any power herein reserved to the Commission, or any right to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.

Final Payment to Terminate Liability of City.

Article XLII. The acceptance by the Contractor of the last payment aforesaid shall be and shall operate as a release to the City, from all claim and liability to the Contractor for anything done or furnished for, or relating to, the work, or for any act or neglect of the Commission, the City or of any person relating to or affecting the work, except only the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided in this contract.

Contractor's Claims for Damage—Statements of Damage to be Filed with Engineer.

Article XLIII. If the Contractor shall claim compensation for any damage sustained by reason of the acts of the Commission, or its agents, he shall, within ten days after the sustaining of such damage, make a written statement of the nature of the damage sustained to the Engineer. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and amount of such damage, and, unless such statement shall be made as thus required, his claim for compensation may be forfeited and invalidated, and he shall not be entitled to payment on account of any such damage.

Lien Law.

Article XLIV. If at any time before or within thirty (30) days after the whole work agreed herein to be performed and all the labor and material herein agreed to be delivered have been performed or delivered or completed and accepted by the City any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this contract shall file with the Commission and with the Comptroller of the City any such notice as is described in the Lien Law, the City shall retain until the discharge thereof from moneys under its control so much of such moneys as shall be sufficient to satisfy and discharge the amount in such notice claimed to be due, together with the costs of any action or actions brought to enforce such lien created by the filing of such notice.

VI

CONTRACTOR'S LIABILITY FOR INJURIES TO PERSONS OR PROPERTY.

Contractor Approves Plans as Involving no Damage.

Article XLV. The Contractor expressly admits and covenants to and with the City that the plans and specifications and other provisions of this contract, if the work be done without fault or negligence on the part of the Contractor, do not involve any danger to the foundations, walls or other parts of adjacent or overhead buildings or structures or surfaces; and the Contractor will at his own expense make good any damage that shall, in the course of construction, be done to any such foundations, walls or other parts of adjacent or overhead buildings or structures or surfaces. The liability of the Contractor under this covenant is absolute and is not dependent upon any question of negligence on his part, or on the part of his agents, servants or employees, and the neglect of the Engineer to direct the Contractor to take any particular precautions or to refrain from doing any particular thing, shall not excuse the Contractor in case of any such damage.

Traffic to be Maintained.

Article XLVI. The Contractor shall during the performance of the work safely maintain the traffic on streets, avenues, highways, or other public places as provided in the specifications, and shall take all necessary precautions to place proper guards for the prevention of accidents, and put up and keep at night suitable and sufficient lights.

Indemnification for Accidents, Etc.

Article XLVII. The Contractor shall be solely responsible for all physical injuries to persons or property occurring on account of and during the performance of the work hereunder, and shall indemnify and save harmless the City from liability upon any and all claims for damages on account of such injuries to persons or property, and from all costs and expenses in suits which may be brought against the City for such injuries to person or property; it being distinctly understood, stipulated and agreed that the Contractor shall be solely responsible and liable for and shall fully protect and indemnify the City against all claims for damages to persons or property occasioned by or resulting from blasting or other methods or processes in the work of construction, whether such damages be attributable to negligence of the Contractor or his employees or otherwise.

Money Due the Contractor May be Retained to Meet Claims.

Article XLVIII. In case any claim shall be made by any person or corporation against the Contractor or the City for loss or damage to person or property as aforesaid, the amount of such claim or so much thereof as the Commission shall deem reasonable, shall, upon the requirement and in the discretion of the Commission, be retained by the Comptroller out of any moneys thereafter growing due to the Contractor hereunder (in addition to the other sums hereinbefore authorized to be so retained), as security for the payment of such claim or claims. If and when the liability of the City or the Contractor on such claim or claims shall have been established by a judgment of a Court of competent jurisdiction, or shall have been admitted by the Contractor to be valid, the said claim or claims shall be paid from the amount so retained and the balance, if any, paid to the Contractor. Should there be any unsatisfied claims for injuries to persons or property at the time when the final estimate for the work is made and returned, the Engineer shall have the right to retain out of said final estimate a sum in his judgment sufficient to protect the City in regard to all unsatisfied claims as aforesaid and in case the amount thus retained should be insufficient to pay the amount adjudicated to be due upon such claim the City may sue for and recover from the Contractor the amount or balance as a debt from the Contractor to the City. The Engineer may further, if in his judgment such a course is necessary, at the time of making the final estimate, and as a condition to making the same require the Contractor to continue his bond or other security or any part thereof, for a time not exceeding the time when such claims would be barred under the existing Statute of Limitations, as security against any claims then unsatisfied or not presented.

Examinations of Abutting Property.

Article XLIX. In order to safeguard the owners or tenants of abutting property and at the same time prevent unjust or fraudulent claims against the Contractor or the City in respect thereto, the Engineer shall cause a detailed examination of all adjacent or abutting property to be made before construction is begun. The owner or tenant of each parcel or his or their duly authorized representative, shall be invited by a notice in writing delivered to a person apparently in charge of the premises, to be present, and the Contractor, or his duly authorized representative, shall attend and with the Engineer shall make such detailed examination. A complete record of the existing conditions of each parcel shall be made in triplicate, signed by the Engineer and the Contractor, and one copy shall be delivered to the owner, one to the Contractor and one shall be retained by the Commission. At such times as the Engineer may direct, and upon the completion of the work, or upon notice to the Engineer by the owner or tenant that physical injury has occurred, further examination shall be made and the findings recorded and filed as above.

Damage to Works During Construction.

Article L. All risk of loss or damage to the Works, or to any part thereof, or to any of the materials, tools, implements or other things used in doing the work, prior to final completion, is assumed and shall be borne by the Contractor, and any such loss or damage shall be made good by the Contractor at his own cost, and the construction shall be carried forward by him in accordance with this contract, without additional cost to the City by reason of such loss or damage.

VII.

CITY TO SECURE CONTRACTS AGAINST INTERFERENCE BY INJUNCTIONS, TO ACQUIRE REAL ESTATE, ETC.

City's Assurances to Contractor of Right to Construct.

Article LI. The City hereby stipulates and covenants to and with the Contractor that the City will assure to the Contractor so long as the Contracor shall perform that the City will secure and assure to the Contractor, so long as the Contractor shall perform the stipulations of this contract, the right to construct the Railroad as prescribed in this contract, free of all right, claim or other interference, whether by injunction, suit for damages or otherwise, on the part of any owners, abutting owner, or other persons; but not including any interference, legal or otherwise, by patentees or persons claiming to be patentees of tools, methods or appliances.

-Claims for Infringement of Patents.

Article LII. The Contractor shall hold himself responsible for any claims made against the City for any infringement of patents by the use of patented articles in the performance and completion of the work, or of any process connected with the work agreed to be performed under this contract, or of any materials used upon the said work; and shall save harmless and indemnify the City for all costs, expenses and damages which the City shall be obliged to pay by reason of any infringement of patents used in the performance and completion of the work.

Acquisition of Real Estate.

Article LIII. The City will acquire all such real estate and rights of way or other rights, terms, franchises, easements and privileges therein which, in the opinion of the Commission, it shall be necessary to acquire or extinguish for the purpose of constructing the Works free of interference or right of interference; provided, however, that this covenant shall not apply to or include any damages for physical injuries to property referred to in Chapter VI hereof, whether or not compensation for such damages be awarded in a condemnation proceeding. If compensation for any such damages shall be included in an award in condemnation proceedings, the Contractor shall, upon demand, promptly reimburse the City for any payments made by it for such purposes.

VIII.

TIME FOR COMPLETION, DAMAGES FOR DELAY, ETC.

Commencement and Completion of Work.

Article LIV. Time is of the essence of this contract. The Contractor shall begin actual work within sixty (60) days after the delivery of this contract. The entire work covered by this contract shall be completed in all respects within twenty-four (24) months from the date of delivery of this contract.

Price to be Reduced for Delay.

Article LV. In the event of delay in completion of the Works beyond the period herein prescribed, or beyond the period to which such time may be extended by resolution of the Commission for good cause shown, the City shall—whether the working force be increased as provided in the specifications or not—be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, especially in view of the fact that the Railroad herein contracted for is only a part of a complete system, the remainder of which is to be constructed under other contracts, it is hereby expressly agreed that damages shall be liquidated and paid by reducing the price to be paid the Contractor, as follows: From the amounts which shall become payable to the Contractor after the expiration of the periods above limited (but not including the retained percentages from amounts theretofore certified to be due) there shall be deducted and retained by the City the following percentages: From the amount due for the first month after the expiration of such periods one (1) per centum thereof; from the amount due for the second month after the expiration of such periods two (2) per centum thereof; from the amount due for the third month after the expiration of such periods three (3) per centum thereof; from the amount due for the fourth month after the expiration of such periods four (4) per centum thereof; similarly from any amounts which may subsequently become due there shall be deducted a percentage, the rate of which shall equal the number of months which may have elapsed between the expiration of the periods above limited and the time when such payments shall become due. These amounts shall be deducted and retained by the City and are hereby agreed upon and determined as the measure of liquidated damages (and not as a penalty) to the City. But in case the Contractor shall be delayed by reason of any labor strike not caused or instituted or provoked by the Contractor, or by any subcontractor, agent or representative of the Contractor (which fact the Contractor shall prove to the satisfaction of the Commission), or in case the Contractor shall be delayed by any injunction or by any interference of public authority, and in case the Contractor cannot, notwithstanding such injunction or interference, with reasonable diligence make up for the delay so occasioned by speedier work when the Contractor shall not be so interfered with, then the said date for completion shall be extended by resolution of the Commission to a date later than the expiration of the said period by the amount of the time of such delay.

Commission May Intervene in Case of Injunction.

Article LVI. But no injunction, strike or interference of public authority shall be ground for such extension except if and from the time when the Contractor shall give the Commission notice of the injunction or other cause of delay, with copies of the injunction or other orders and of the papers upon which the same shall have been granted. The Commission and the City or either shall be accorded the right to intervene or become a party to any suit or proceeding in which any such injunction shall be obtained, and to move to dissolve the same or otherwise, as the Commission or City may deem proper. If necessary the Corporation Counsel or the Counsel to the Commission or both shall be authorized by the Contractor to appear, for that purpose, as counsel or attorneys for him.

In Case of Variation of Quantities.

Article LVII. The time stipulated within which to complete the Works is based upon the quantities of the various items entering into the work as stated in the form of proposal, which are given solely for the purpose of classifying bids. In case these quantities are exceeded or diminished then an extension or diminution of the term of this contract shall be made. It is, however, understood and agreed that in case an increase in any one item is balanced or offset by diminution of other items, no change in the term shall be made, and in any event the Engineer shall determine the amount of extension or diminution of time in respect of the relative increase or reduction in the quantities involved in the final completion.

Suspension of Work and Additional Time for Performance.

Article LVIII. The Commission reserves the right of temporarily suspending the execution of the whole or any part of the work herein contracted to be done, if it shall deem it for the interest of the City so to do, without compensation to the Contractor for such suspensions, other than extending the time for completing the work as much as it may have been delayed by such suspension.

Article LIX. In case the Contractor shall at any time give notice to the Commission that any real estate is necessary under this contract for any of the purposes specified above, which notice shall give a brief description of such real estate, the Commission shall (if it finds that such necessity exists) begin and conduct with diligence, proceedings to acquire real estate described; and, in case the Commission shall fail to put the Contractor in possession of such real estate within three (3) months from the date of the delivery of such notice, the Commission shall allow the Contractor so much additional time wherein to perform and complete this contract on his part as the Engineer shall certify in writing to be just, but no allowance by way of damages shall be made for such delay.

Extensions Not Cumulative.

Article LX. It is expressly understood, however, that the periods of extension referred to herein shall not be cumulative, but only the single period of delay giving the greatest extension shall be taken into consideration.

Permission to Complete Contract Not a Waiver.

Article LXI. The permitting of the Contractor to go on and finish the work, or any part of it, after the time fixed for its completion, or after the date to which the time for completion may have been extended, or the making of partial payments to the Contractor after any such periods, shall in no wise operate as a waiver on the part of the City of any of its rights under this contract.

IX

REMEDIES IN CASE OF CONTRACTOR'S DEFAULT.

In Case of Default.

ARTICLE LXII. If the work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned, or the work sublet by him, otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Commission that the performance of this contract is unnecessarily or unreasonably delayed, or that the Contractor is wilfully violating any of the provisions or covenants of this contract, or of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof, or if the work be not fully completed within the time named in this contract for its completion, or within the time to which the completion of the contract may be extended by the Commission, the Commission may

May Take Charge of Work.

(1) Notify the Contractor, by a written notice, to discontinue all work, or any part thereof, under this contract, and thereupon the Contractor shall discontinue the work, or such part thereof, and the Commission shall thereupon have the right to contract for the completion of the Works in the manner prescribed by law, or to place such and so many persons as it may deem advisable, by contract or otherwise, to work, and complete the work herein described, or such part thereof, to take possession of and use any or all of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of his work, and to procure other materials for the completion of the same, and to charge the expense of said labor and materials to the Contractor. The expense so charged shall be deducted and paid by the City out of such moneys as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this contract, or any part thereof. And in case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, he shall pay the amount of such excess to the City; and in case such expense shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, he shall forfeit all claim to the difference; and when any particular part of the work is being carried on by the Commission, by contract or otherwise, under the provisions of this article of the contract, the Contractor shall continue the remainder of the work in conformity with the terms of this contract, and in such manner as in nowise to hinder or interfere with the persons or workmen employed, as above provided, by the Commission, by contract or otherwise, to do any part of the work or to complete the same under the provisions of this article of the contract. And

Or Proceed Upon Bond.

(2) The City may also proceed as to the Commission shall seem proper upon the bond or other security in its possession. And

Or May Bring Suit.

(3) The City may also bring any suit or proceeding for specific performance or for injunction or to recover damages or to obtain any relief or for any purpose proper under this contract.

X

MISCELLANEOUS PROVISIONS.

Changes in the Contract.

ARTICLE LXIII. No correction or change in this contract shall be made except by written instrument duly authorized by the Commission and consented to by the Contractor and by the sureties upon his bond; but this provision shall not limit or affect the right to prescribe variations whether of construction or location of route as in this contract elsewhere provided

Members of Commission Not Liable.

ARTICLE LXIV. No claim shall be made by the Contractor against any member of the Commission personally by reason of this contract or of any of its articles or provisions.

Contractor Not to Assign, Sublet, etc.

ARTICLE LXV. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest in or to the same or any part thereof without the previous consent in writing of the Commission, and he shall not assign by power of attorney or otherwise any of the moneys to become due and payable under this contract unless by and with the like consent. If the Contractor shall without such previous written consent assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title or interest therein or any of the moneys to become due under this contract, to any other person, company or corporation, this contract may at the option of the Commission be revoked and annulled and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor and to his assignee or transferee; and no right under this contract or to any money to become due hereunder shall be asserted against the City in law or in equity by reason of any so-called assignment of this contract or any part thereof or of any moneys to grow due hereunder unless authorized as aforesaid by the written consent of the Commission; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the statutes of the State of New York.

Provisions in Case Commission Ceases.

ARTICLE LXVI. In case the Commission shall cease to exist the Legislature may provide what public officer or officers shall exercise the powers and duties of the Commission under and by virtue of this contract; and in default of such provision, such powers and duties shall be deemed to be vested in the Mayor of the City. In case any officer or officers other than the Commission shall hereafter have the powers of the Commission or any of them, then the provisions of this contract shall be applicable to such officer or officers to the extent to which the powers of the Commission shall appertain to such officer or officers, and any official act or determination of such officer or officers or of this Commission shall be sufficient hereunder, anything herein to the contrary notwithstanding, if the same be done or had by lawful vote or resolution or in such manner as the Legislature may from time to time prescribe.

Labor Law.

ARTICLE LXVII. The Contractor agrees to comply with the provisions of the Labor Law, including section 3 thereof as re-enacted by chapter 36 of the Laws of 1909. The Contractor further agrees and stipulates that no laborer, workman or mechanic in the employ of the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be permitted or required to work more than eight hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property; and further that the wages to be paid for a legal day's work as hereinbefore defined to all classes of such laborers, workmen or mechanics upon the work contemplated by this contract or upon any material to be used upon or in connection therewith, shall not be less than the prevailing rate for a day's work in the same trade or occupation in the Borough of the City, where the work hereby contemplated, about or in connection with which such labor is performed, is in its final or completed form to be situated, erected or used; and that each such laborer, workman or mechanic employed by the Contractor or by any sub-contractor or other person on, about or upon the work contemplated by this contract, shall receive such wages herein provided for. This contract shall be void and of no effect, unless the Contractor shall comply with the provisions of this section. In obedience to the requirements of section 14 of the Labor Law it is further provided that if the provisions of the said section 14 are not complied with, this contract shall be void.

All Necessary Legal Provisions Deemed Inserted Herein.

ARTICLE LXVIII. It is the intent and understanding of the parties to this agreement that each and every provision of law required to be inserted in this contract should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein; and if, through mistake or otherwise, any such provision is not inserted or is not inserted in correct form, then the contract shall forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law, and without prejudice to the rights of either party hereunder.

Provision in Case of Unlawful Provision.

ARTICLE LXIX. If this contract contains any unlawful provision not an essential part of the general structure of the contract and which shall not appear to have been a controlling or very material inducement to the making thereof the same shall be deemed of no effect, and shall upon the application of either party, be struck from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

In Witness Whereof, this contract has been executed for THE CITY OF NEW YORK by the PUBLIC SERVICE COMMISSION for the First District under and by resotion duly adopted by the Commission and the seal of the Commission has been hereto affixed and attested by its Secretary and these presents have been signed by its Chairman; and the CONTRACTOR has *[hereunto set hand and seal] [caused corporate seal to be hereto affixed and these presents to be executed by proper officers] the day and year first above written.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
By , Chairman.
Attest: , Secretary.

Acknowledgment for Commission.

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

On the day of , 1912, before me personally appeared William R. Willcox and Travis H. Whitney, to me known and known to me to be the said William R. Willcox, the chairman, and the said Travis H. Whitney, the secretary of the Public Service Commission for the First District; and the said William R. Willcox and Travis H. Whitney, being by me duly sworn, did depose and say, each for himself and not the one for the other, the said William R. Willcox, that he resides in the Borough of Manhattan, in the City, County and State of New York, that he is the chairman of the said Commission and that he subscribed his name to the foregoing contract by virtue of the authority thereof; and the said Travis H. Whitney, that he resides in the Borough of Brooklyn, in the County of Kings, City and State of New York, that he is the secretary of the said Commission and that he subscribed his name thereto by like authority; and both the said William R. Willcox and Travis H. Whitney that they know the seal of the said Commission and that the same was affixed to the foregoing instrument by the authority of the said Commission and of a resolution duly adopted by the same.

Acknowledgments for Contractor.

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

On this day of , 1912, before me personally came to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

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

On this day of , 1912, before me personally appeared to me known, who, being by me first duly sworn, did depose and say: That he resided in , in the State of ; that he is of , the corporation described in and which executed the foregoing instrument; that he knew the corporate seal of said company; that one of

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*If the contractor is an individual, use the words enclosed in the first bracket; if a corporation, use the words enclosed in the second bracket.

DAMAGED PAGE(S)

the seals affixed to said contract was such corporate seal, and that it was affixed thereto by order of the Board of Directors of said company, and that he signed his name thereto by like authority.

FORM OF CONTRACTOR'S BOND, CONSTRUCTION OF A PART OF PROPOSED RAPID TRANSIT RAILROAD. ROUTE NO. 11-B, SECTION NO. 2.

Form of Contractor's Bond.

Route No. 11-B, Section No. 2.

Know all Men by these Presents, That

of

hereinafter called the Contractor, and

and

hereinafter called the Sureties are held and firmly bound unto The City of New York, hereinafter called the City, in the sum of Fifty thousand ($50,000) dollars, lawful money of the United States of America, to be paid to the City, for which payment well and truly to be made the Contractor and the Sureties do hereby bind themselves and their, and each of their, executors, administrators, successors and assigns firmly by these presents, as follows: The Contractor to be so held and bound for the full amount of the said sum of Fifty thousand ($50,000) dollars and each of the said Sureties to be so held and bound only for a portion of said sum, as follows:

The said

for the sum of

dollars ($); the said

for the sum of

dollars ($); the said

for the sum of

dollars ($); the said

for the sum of

dollars ($).

In witness whereof, the Contractor and the Sureties have hereunto set their hands and seals and such of them as are corporations have caused their respective seals to be hereto affixed and these presents to be attested by the proper officers, this day of 1912.

Whereas, The City by the Public Service Commission for the First District (hereinafter called the Commission) is about to enter into a contract with the Contractor bearing even date herewith for the construction of that portion of a Rapid Transit Railroad, known as Section 2 of Route 11-B, extending from 61st Street and Fourth Avenue to 89th Street and Fourth Avenue, in the Borough of Brooklyn, in the City of New York, more particularly described in the said contract; and

Whereas, The City is about to enter into such contract with the Contractor upon the condition, and not otherwise, that this bond shall be given to the City, and upon the faith thereof.

Now, therefore, the condition of the foregoing obligation is such that if the Contractor shall fully perform the said contract, then this obligation shall be null and void, but else it shall remain in full force and virtue.

It is expressly agreed between the City and the Sureties (and it is upon such agreement that the City accepts this Bond) that the Sureties will and do waive any and every notice of default on the part of the Contractor; that they will and do permit the City to extend the time of the Contractor to make any payment or do any act; that no omission on the part of the City to give any notice of extension of time granted by or on behalf of the City shall be availed of by the Sureties or any of them as a defense upon this Bond; that the Sureties shall not set up or have any defense upon this Bond by reason of any alteration of the said contract unless such alteration shall be represented by a formal written instrument duly executed between the City and the Contractor which shall have been duly authorized by a vote of the Commission; and that in case of such alteration, however made, the same shall be a defense to the Sureties only to the extent of the actual injury or damage caused to the Sureties by said alteration.*

FORM OF CONTRACTOR'S PROPOSAL FOR CONSTRUCTION OF A PART OF A RAPID TRANSIT RAILROAD. ROUTE NO. 11-B, SECTION NO. 2.

Contractor's Proposal for the Construction of a Portion of a Rapid Transit Railroad.

Route No. 11-B, Section No. 2.

Notice—Sums of money must be written in words and also in figures, except in the schedules. There must remain annexed hereto:

Copy of Invitation to Contractors
Copy of Form of Contract
Copy of Form of Bond

To the Public Service Commission for the First District:

1. The undersigned*

do hereby, in pursuance of the Invitation to Contractors, a copy of which is attached hereto, propose according to the terms thereof to enter into a contract in the form annexed hereto with The City of New York for the construction of Section No. 2 of Route No. 11-B, and to furnish all necessary labor, materials, machinery, tools, apparatus and other means of construction and perform all the work mentioned in the said contract at the unit prices for the several items as given in the following Schedule of Unit Prices, or as otherwise provided in the form of contract. It is understood that the quantities of various items specified in the following schedule are given as a basis for the uniform comparison of bids and are not in any way guaranteed or represented as correct or intended to be relied on, and they shall not be taken as final and shall form no basis for any claim in case they do not correspond with the final measurements or quantities. It is further understood that the Commission reserves the right to increase or diminish or to omit entirely any of the quantities of items as therein stated:

Schedule of Unit Prices.

Item.	Classification.	Unit Price.	Estimated Approximate Quantities.	This column not to be used by Bidder. Amount.
1	For earth excavation, above mean high water, (except excavation for sewers and pipes), including the disposal of it, etc., per cubic yd.	......	362,000	....
1a	For earth excavation above mean high water in regrading tracks of the Sea Beach Railroad Company, as shown on the plans, per cubic yd.	......	1,000	....
2a	For earth excavation, both above and below mean high water, for sewers and pipes, including the disposal of it, etc., per cubic yd.	......	21,000	....
3	For rock excavation, (except excavation for sewers and pipes), including the disposal of it, etc., per cubic yd.	......	100	....
3a	For rock excavation for sewers and pipes, including the disposal of it, etc., per cubic yd.	......	100	....
4	For underpinning buildings, including all incidental work and material, per lineal front ft. of building underpinned as follows:			
	(a) For building less than seven stories in height, per front ft.	......	120	....
4d	For underpinning the Sea Beach Railroad Company's arch and wing walls, including all incidental work and material, lump sum	......	....	....
6	For concrete masonry in place, per cubic yd.	......	55,000	....
7	For protective concrete masonry, in place outside of waterproofing, per cubic yd.	......	5,100	....
8	For rubble stone masonry in place, per cubic yd.	......	50	....
8a	For dry rubble masonry, in place, per cubic yd.	......	50	....
9	For brick masonry, in place, per cubic yd.	......	600	....
9a	For vitrified brick masonry, in place, per cubic yd.	......	10	....
9b	For the removal of brick masonry and all incidental work, per cubic yd.	......	100	....
10	For hollow terra cotta brick masonry, in place, per cubic yd.	......	1,900	....
11	For grout of Portland cement, per barrel of Portland cement used	......	500	....
12	For timber piles, in place, and prepared, per lineal ft.	......	1,000	....
13	For timber foundations, placed and fastened, per thousand ft. B. M.	......	2 M	....
14	For broken stone or gravel, in place, other than that used in concrete, per cubic yd.	......	100	....
15	For waterproofing, treated woven fabric, laid with pitch or asphaltum, in place, as follows:			
	(a) For 1-ply, per square yd.	......	9,800	....
	(c) For 3-ply, per square yd.	......	54,000	....
16	For waterproofing, brick laid in asphalt mastic, in place, per cubic yd.	......	1,300	....
17	For vitrified or cast-iron drain pipe, in place, as follows:			
	(a) For 12-inch vitrified pipe, per lineal ft.	......	100	....
	(b) For 10-inch vitrified pipe, per lineal ft.	......	100	....
	(c) For 8-inch vitrified pipe, per lineal ft.	......	3,300	....
	(d) For 6-inch vitrified pipe, per lineal ft.	......	200	....
	(e) For 4-inch vitrified pipe, per lineal ft.	......	100	....
	(f) For 8-inch cast-iron pipe, per lineal ft.	......	100	....
	(g) For 6-inch cast-iron pipe, per lineal ft.	......	100	....
	(h) For 4-inch cast-iron pipe, per lineal ft.	......	1,200	....
17a	For cast-iron pipe and fittings, including specials, "extra heavy," in place, as follows:			
	(c) For 6-inch, per lineal ft.	......	50	....
18	For tunnel ducts, in place, as required by Section No. 407 of the specifications, per duct ft.	......	336,200	....
19	For riveted steel, painted and erected, per ton of two thousand pounds	......	2,800	....
20	For steel beams and shapes with connections, painted and erected, per ton of two thousand pounds	......	4,500	....
21	For steel rods and bars built in concrete, per ton of two thousand pounds	......	500	....
24	For cast-iron columns, erected and painted, per ton of two thousand pounds	......	125	....
25	For miscellaneous iron castings, other than tunnel lining, such as manhole heads and covers, gratings, etc.; but not including castings for sewer work or pipes; in place, per ton of two thousand pounds	......	25	....
26	For special wire forms, in place, per pounds	......	2,000	....
27	For one and one-half inch (1½-in.) galvanized iron pipe hand rail, in place, including expansion bolts, etc., per lineal ft.	......	7,300	....
28	For steel gratings for ventilation, in place, including frames, etc., per square ft.	......	11,000	....
29	For vault lights, in place, per square ft.	......	8,400	....
30	For street surface restored:			
	(a) Sidewalks, including curbs and all structures and growths therein or thereon, per square yard	......	5,100	....
	(d) For repavement of roadways between curb lines with Macadam pavement, per square yard	......	38,000	....
	(e) For repavement of roadways between curb lines with Asphalt pavement, per square yard	......	50	....
	(f) For repavement of roadways between curb lines with Belgian block pavement, per square yard	......	50	....
32	For wrought-iron electric conduits, in place in stations, as follows:			
	(a) For three-fourths inch (¾-in.) wrought-iron, per lineal foot	......	7,730	....
	(b) For one and one-half inch (1½-in.) wrought-iron, per lineal foot	......	300	....
	(c) For two inch (2-in.) wrought-iron, per lineal foot	......	90	....
	(d) For one inch (1-in.) wrought-iron, per lineal foot	......	470	....
33	For cast-iron outlet boxes in place, in stations, each	......	480	....
33a	For cast-iron pull boxes in place, in stations, each	......	24	....
34	For cast-iron pipe and fittings, including specials ("extra heavy"), in place, in stations, as follows:			
	(a) For six-inch (6-in.), per lineal ft.	......	560	....
	(b) For three-inch (3-in.), per lineal ft.	......	650	....
	SEWERS.			
	Vitrified and Cast-Iron Pipe.			
37	For 12-inch vitrified pipe sewer, per lineal ft.	......	570	....
38	For 15-inch vitrified pipe sewer, per lineal ft.	......	1,550	....
39	For 18-inch vitrified pipe sewer, per lineal ft.	......	620	....
40	For 20-inch vitrified pipe sewer, per lineal ft.	......	900	....
40a	For 22-inch vitrified pipe sewer, per lineal ft.	......	840	....
41	For 24-inch vitrified pipe sewer, per lineal ft.	......	2,250	....
42	For cast-iron sewer pipe (straight pipe) in place in the work, per ton of two thousand pounds	......	8	....
43	For cast-iron sewer pipe (special casting) in place in the work, per ton of two thousand pounds	......	4	....

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*The execution of the bond must be duly proved before delivery in the form essential to proof to entitle a deed to record in the State of New York. Full affidavits of justification of sureties must be added.

*The bidder's name must be inserted here. If the bid is submitted by a corporation, the full legal title must be given here and a certified copy of the certificate of incorporation must be submitted, together with an affidavit showing the amount of stock paid in in cash and the names and addresses of the directors and principal officers. If it be a foreign corporation, proof must also be submitted of its authority to transact business in the State of New York. In case the bidder has already filed such papers with the Commission in connection with another bid he may so state and omit such papers in this instance. If the bid is submitted by a firm, the above blank must be filled up in the following form, "the firm of A. B. & Co., composed of A. B., C. D., etc." (giving the names of all the partners)

Item.	Classification.	Unit Price.	Estimated Approximate Quantities.	This column not to be used by Bidder. Amount.
	Egg-Shaped Brick or Concrete Sewers.			
45	For 3 ft. 6 in. x 2 ft. 4 in., per lineal ft.	......	1,400	....
46	For 3 ft. 9 in. x 2 ft. 6 in., per lineal ft.	......	360	....
48	For 4 ft. 3 in. x 2 ft. 10 in., per lineal ft.	......	100	....
	Circular Sewers—Brick or Concrete or Reinforced Concrete.			
56	For 5 ft. 0 in., per lineal ft.	......	900	....
	SURFACE AND SUBSURFACE STRUCTURES. (Except for Sewers.)			
75	For street surface railroads, including the support, re-constructing, rebuilding, etc., where necessary (but not including permanent masonry supports, if required and added, and not including additional vaults, if required and constructed in excess of the number existing), as follows:			
	(c) For electric (overhead trolley) railroads, per lineal foot of single track	......	200	....
	PIPES IN STREETS.			
	For Work and Material as Called for by Section No. 60 of the Specifications.			
	Water and Gas Pipes.			
	Water Pipes.			
	For water pipes in place, as follows:			
79	For 6-inch water pipe, per lineal ft.	......	430	....
80	For 8-inch water pipe, per lineal ft	......	65	....
83	For 16-inch water pipe, per lineal ft.	......	210	....
84	For 20-inch water pipe, per lineal ft.	......	30	....
	Gas Pipes.			
	For gas pipes in place as follows:			
90	For 4-inch gas pipe, per lineal ft.	......	80	....
92	For 8-inch gas pipe, per lineal ft.	......	40	....
96	For 20-inch gas pipe, per lineal ft.	......	540	....
	By-Passing Gas Pipes.			
99a	For by-passing pipes upon or below the street surface, in place, as follows:			
	(d) For 12-inch by-passing pipe, per lineal ft.	......	100	....
	(f) For 20-inch by-passing pipe, per lineal ft.	......	100	....
	New Cast-iron Hub and Spigot Water and Gas Pipe.			
100	For new cast-iron hub and spigot straight pipe delivered on the work, per ton of two thousand pounds	......	7	....
101	For new cast-iron hub and spigot pipe, special castings, delivered on the work, per ton of two thousand pounds	......	1	....
	DUCTS IN STREETS.			
	Electric Ducts and Conduits in Streets.			
	[Other than tunnel ducts and street railroad ducts which are provided for in Items 18 and 75.]			
127	For electric ducts and conduits in place, as provided in Section No. 62 of the specifications, per duct ft.	......	2,490	....
127a	For wrought-iron pipe used as electric ducts and conduits in place, as provided in Section No. 62 of the specifications:			
	(a) For 2½-inch wrought iron pipe, per lineal ft.	......	100	....
	(b) For 3-inch wrought-iron pipe, per lineal ft.	......	100	....

(2) If this proposal is accepted, the undersigned will within ten days after delivery of notice, execute and deliver the contract with the City in the form aforesaid and at the same time will deliver to the Comptroller of The City of New York, pursuant to the terms of the said contract, *a bond, in the sum of fifty thousand dollars in the form hereto annexed with the following named Sureties, viz.:**

(3) The Commission may cause any notice intended for the undersigned to be delivered at Room No. , on the floor of the building, No. , in the Borough of , in The City of New York. Such delivery shall be sufficient notice to the undersigned.

(4) At the time of delivering this proposal to the Commission the undersigned will separately deliver a certified check payable to the order of the Comptroller of The City of New York for the sum of fifteen thousand dollars ($15,000). If the Commission shall notify the undersigned that the Contractor's Proposal is accepted and that the proposed contract is consented to by the Board of Estimate and Apportionment, then if the undersigned shall fail within ten days thereafter or within such longer period as may be prescribed by the Commission to procure the above described bond to be duly executed and delivered or make the said deposit in cash or securities; or if the undersigned shall fail to procure the contract to be duly executed and delivered as aforesaid, then the Invitation to Contractors and this Contractor's Proposal shall constitute a contract binding the undersigned to pay to the City the damages by it sustained by reason of such failure of the undersigned, as provided in said Invitation to Contractors. And the undersigned hereby assigns to the City the said sum so specially deposited by the delivery of such certified check, subject only to the condition that if this Proposal shall not be accepted, or, if it shall be accepted and the undersigned shall within ten days after notice as aforesaid or any longer period prescribed by the Commission, execute the said contract and procure the said bond to be duly executed and delivered or make the said deposit in cash or securities, then the amount of the said check so specially deposited shall be returned to the undersigned.

(5) A notice of acceptance of this Proposal by the Commission addressed to the undersigned as aforesaid shall forthwith, at the option of the Commission, operate as against the undersigned as a complete making of a contract according to the form thereof as aforesaid, with the blanks therein contained filled in according to this Proposal.

(6) There are no persons interested with the undersigned in this Proposal, except†

(7) This Proposal is made without any connection with any other person making a proposal or bid for the same purpose, and is in all respects fair and without collusion or fraud. No member of the Board of Aldermen, head of Department, Chief of Bureau, Deputy thereof, or Clerk therein, or other officer of The City of New York, or any member or employee of the Public Service Commission for the First District is interested directly or indirectly, as contracting party, partner, stockholder, or otherwise in, or in the performance of, the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof.

Dated the , 1912.

AFFIDAVIT OF VERIFICATION.

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

being duly sworn, says: I am*

the proposing Contractor above named. I have read the foregoing proposal. The same is in all respects true.

Sworn to before me this day of , 1912.

SCHEDULE OF SECURITIES.

(Note—If the bidder desires not to give a bond, but to deposit securities in lieu thereof, a description of the securities to be deposited for that purpose must be inserted below.

All securities when delivered must be payable to, or run in favor of, or be transferred to, the Comptroller of The City of New York.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 17, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On September 16, 1912, the Public Service Commission for the First District requested consent to the awarding to the Degnon Contracting Company, the low bidder, of the contract for the construction of Section 2, Route 11B, being that portion of the Fourth Avenue, Brooklyn, Rapid Transit Railroad, extending under 4th avenue, from about 110 feet south of the centre line of 61st street to a point about 310 feet south of the centre line of 89th street, with stations at Bay Ridge avenue, 76th street and 89th street.

In the communication the Public Service Commission requested that the limit to the amount of bonds to be made available to meet the requirements of said contract be set at $1,904,171.25, and that the Comptroller be directed to issue bonds to that amount.

I recommend that the Board of Estimate and Apportionment consent to the award of contract for Section 2, Route 11B, and that it authorize corporate stock to be issued to the amount of $1,904,171.25 to meet the requirements of said contract.

Attached hereto is a resolution which prescribes a limit to the amount of bonds available for the contract and authorizes the necessary corporate stock.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 37 of the Rapid Transit Act, being chapter 4 of the Laws of 1891, as amended, and the provisions of section 45 of the Greater New York Charter, and the requisition of the Public Service Commission for the First District duly made by said Commission on September 16, 1912, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between the Degnon Contracting Company and The City of New York, acting by the Public Service Commission for the First District, for the following purposes:

For the construction in the Borough of Brooklyn of section 2, Route 11B, known as the Fourth Avenue Rapid Transit Railroad, beginning at a point under 4th avenue about one hundred and ten (110) feet south of the centre line of 61st street and extending thence southerly under 4th avenue to a point about three hundred and ten (310) feet south of the centre line of 89th street; with stations at Bay Ridge avenue, 76th and 86th streets, at a cost not to exceed one million nine hundred and four thousand one hundred and seventy-one dollars and twenty-five cents ($1,904,171.25); and be it further

Resolved, That the Board of Estimate and Apportionment prescribes that the limit to the proceeds of corporate stock available for the said purposes shall be one million nine hundred and four thousand one hundred and seventy-one dollars and twenty-five cents ($1,904,171.25); and be it further

Resolved, That the Comptroller be and he is hereby authorized and directed to issue corporate stock of The City of New York to the amount of one million nine hundred and four thousand one hundred and seventy-one dollars and twenty-five cents ($1,904,171.25), at such rate of interest as the Commissioners of the Sinking Fund shall prescribe, the proceeds to the amount of the par value thereof to be applied to the purposes mentioned in the communication of the Public Service Commission for the First District to this Board, dated September 16, 1912.

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 Secretary presented communications as follows:

From the President of the Board of Elections, explaining the reason for the appropriation of $114,000 requested in the Budget estimate for said Board for salaries for the year 1913;

From the Wyckoff Heights Taxpayers' Association of the Borough of Brooklyn relative to consolidating the work of inspection of public buildings, etc., under one head, and protesting the increase requested by the Tenement House Department; and a

Petition of representative citizens of the Borough of Brooklyn, requesting a hearing in regard to an appropriation of $20,000 to be included in the Budget for the year 1913, for the work of collecting data and materials for the writing of the early history of the towns and cities now grouped in Greater New York.

Which were referred to the Budget Committee, consisting of the Comptroller, the President of the Borough of Manhattan and the President of the Board of Aldermen.

The Secretary presented a communication from Moses Oppenheimer, suggesting the acquisition of property in the block bounded by 67th and 68th streets, 1st and 2d avenues, Manhattan, as a site for a small park and playground, and a

Petition of the Flatbush Recreation Field Committee representing local, civic and religious association of Flatbush, requesting the Board to approve of the purchase of property located in Flatbush, bounded by Lott, Erasmus and Prospect streets and Snyder avenue, as shown in the accompanying sketch, to be used for recreation, field and playground purposes.

Which were referred to the Public Recreation Commission.

The Secretary presented a report of the Comptroller recommending that the request of the President of the Borough of Queens for approval of a schedule to cover all the engineering work in his office, by consolidating 5 budgetary and 2 non-budgetary schedules under the title "Engineering Division," be not approved, as any change in Budget titles is contrary to the provisions of section 226 of the Charter.

The President of the Borough of Queens verbally withdrew the request referred to in the report of the Comptroller.

(On June 13, June 20 and July 11, 1912, the above report was presented to the Board and laid over, and on July 15, 1912, the matter was laid over for this meeting.)

The Secretary presented the following resolution of the Board of Aldermen requesting, and report of the Comptroller recommending, the issue of $24,100 special revenue bonds (subdivision 8, section 188 of the Charter) for the purpose of making alterations and for providing additional book racks for the office of the Reigster of Kings County, said work to be done under the jurisdiction of the President of the Borough of Brooklyn, all obligations to be contracted for previous to December 31, 1912; no contracts, however, to be awarded until plans, specifications and estimates of cost for all the work have been approved by this Board:

(On June 6, 1912, the resolution of the Board of Aldermen requesting the above issue was referred to the Comptroller.)

(On July 15, 1912, the above report of the Comptroller was presented to the Board and laid over for this meeting.)

In the Board of Aldermen.

Resolved, That, in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of twenty-four thousand one hundred dollars ($24,100), the proceeds whereof to be used by the President of the Borough of Brooklyn for the purpose of making alterations and providing for additional book racks in the office of the Register of

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*The bidder may, under the Rapid Transit Act, deposit cash or approved securities, in lieu of a bond; and the bidder, if desirous of so doing, may so state here, and strike out the words in italics.

†Here insert the names and addresses of all persons interested with the bidder. If there are no such persons strike out the word "except."

*If the bidder is an individual, do not fill this blank; if the bidder is a firm, here say, "a member of the firm of "; if a corporation, say "the (President or other officer duly authorized) of the Company."

Kings County, all obligations incurred hereunder to be contracted for before December 31, 1912.

Adopted by the Board of Aldermen May 14, 1912, three-fourths of all the members elected voting in favor thereof.

Received from his Honor the Mayor May 28, 1912, without his approval or disapproval thereof; therefore, as provided in section 40 of the Greater New York Charter, the same took effect as it he had approved it. P. J. SCULLY, Clerk.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 12, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On May 14, 1912, the Board of Aldermen adopted a resolution requesting $24,100 in special revenue bonds, to be used by the President of the Borough of Brooklyn for the purpose of making alterations, and providing for additional book racks in the office of the Register of Kings County. In connection therewith I report as follows:

The following table shows in detail the work proposed under the issue:

REGISTER'S OFFICE.

Steel Work.

Record Room—	
Furnish and erect on side wall 170 linear feet of steel gallery with stairs and steel record racks at $50 per fot	$8,500 00
Map Room—	
Furnish and erect on side walls 90 linear feet of steel gallery with stairs and map tube files, at $50 per foot	4,500 00
Business and Chattel Mortgage Office—	
Furnish and erect 25 feet of steel file racks at $30 per foot	750 00
Furnish and erect 45 feet of steel and glass partitions with steel desks attached and filing racks under desk top and double face racks on desk top	1,800 00
Alter and remodel existing office partitions	250 00
U. E. Room Back of Executive Office—	
There are 14 floor record cases, 18 feet long, 20 inches wide by 8 feet 6 inches high. It is proposed to reinforce 7 cases and make them strong enough to carry the additional 7 on top. This will cost about	1,050 00
Vault in Cellar—	
Eighty-five feet of steel wall shelving, 165 feet of steel centre shelving, double face, 250 feet, at $12 per foot	3,000 00
Lay new comb grained yellow pine floor, 2,000 square feet, at 16 cents per square foot	3,200 00
Lighting—	
Remodeling the existing electric fixtures in the various rooms for purpose of increasing the lighting, and installing new fixtures made necessary by additional new steel fixtures	1,000 00
	$24,050 00

The present conditions and the future needs of the office seem to make the appropriation proper. I am of the opinion, however, that the specifications for the alterations and the providing of the additional book racks should be submitted to the Board of Estimate and Apportionment for its approval.

I recommend the adoption of the attached resolution granting the request with this provision. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the resolution adopted by the Board of Aldermen on May 14, 1912, requesting an issue of special revenue bonds in the sum of twenty-four thousand one hundred dollars ($24,100), the proceeds whereof to be used by the President of the Borough of Brooklyn for the purpose of making alterations and providing for additional book racks in the office of the Register of Kings County, all obligations incurred hereunder to be contracted for before December 31, 1912, be and the same is hereby approved of and concurred in by the Board of Estimate and Apportionment, provided, however, that no contracts shall be awarded until the plans, specifications and estimates of cost for all the work have been approved by the Board of Estimate and Apportionment, and for the purpose of providing means therefor, the Comptroller be and is hereby authorized, pursuant to the provisions of subdivision 8 of section 188 of the Greater New York Charter, to issue special revenue bonds of The City of New York to an amount not exceeding twenty-four thousand one hundred dollars ($24,100), redeemable from the tax levy of the year succeeding the year of their issue.

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 Secretary presented the following report of the Corporate Stock Budget Committee recommending that the sum of $5,000,000 be released from the corporate stock account for deficiencies in tax levies of 1904 and prior, deemed uncollectable at January 1, 1905 (chapter 208, Laws 1906), to provide for the amount of such deficiencies not otherwise provided for:

(On July 15, 1912, the above report was laid over for this meeting.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 19, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On May 17, 1912, the Comptroller allotted $5,000,000 of the $36,000,000 in corporate stock authorized on September 21, 1906, to provide for deficiencies in tax levies of 1904, and prior, not otherwise provided for. We recommend, therefore, that $5,000,000 of the authorization of September 21, 1906, be released from the provisions of a resolution adopted by the Board of Estimate and Apportionment on January 14, 1910. The resolution directed the heads of the various City departments to incur no further obligations against existing corporate stock authorizations (except for salaries, wages and supplies) without the express authorization of the Board of Estimate and Apportionment.

Transmitted herewith is a resolution approving the release. Respectfully,

WM. A. PRENDERGAST, Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen; GEORGE McANENY, President, Borough of Manhattan, Corporate Stock Budget Committee.

The following resolution was offered:

Resolved, That the following authorization of corporate stock be released from the provisions of a resolution adopted by the Board of Estimate and Apportionment on January 14, 1910, which resolution directed the heads of the various City departments to incur no further obligations against existing corporate stock authorizations (except for salaries, wages and supplies) without the express authorization of the Board of Estimate and Apportionment, the said release to be in sums not exceeding the amount set opposite the items herein scheduled and for the purposes herein specified.

C-FM-4. Corporate stock fund to provide for deficiencies in tax levies of 1904, and prior, deemed uncollectible at January 1, 1905, chapter 208, Laws of 1906, to provide for the amount of deficiencies in tax levies of 1904, and prior, not otherwise provided for, five million dollars	$5,000,000 00

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 Secretary presented a report of the Committee on Salaries and Grades, recommending that the request of the President of the Borough of Queens for the establishment of the grade of position of Chief Clerk at $3,000 per annum, for one incumbent, be denied, for the reason that the work and responsibility of the position has been largely reduced by the appointment of a Secretary to the President.

Which was laid over one week—September 26, 1912.

(On May 2, 1912, the above request was referred to said committee.)

(On June 27 and July 11 the above report was presented to the Board and laid over and on July 15 laid over for this meeting.)

The Secretary presented the following communication from the New York Public Library requesting, and report of the Comptroller recommending, the modification of salary schedule No. 1445, for said library, for the year 1912, providing for three salary increases of $60 each per annum, to be effective September 1, 1912:

The Trustees of the New York Public Library, Astor, Lenox and Tilden Foundations, August 23, 1912.

Hon. WILLIAM A. PRENDERGAST, *Comptroller,* City of New York:

Sir—On behalf of the Board of Trustees of the New York Public Library, I hereby request the approval of the Board of Estimate and Apportionment of the following modifications in Code 1445, Branch Libraries, Salaries, Regular Employees; to take effect September 1, 1912:

Omit the following lines:

Grade B,	$840,	14	$11,760 00
Grade B,	780,	19	14,820 00
Grade C,	720,	4	2,880 00
Grade C,	660,	85	56,100 00
Grade C,	600,	33	19,800 00
Grade D,	540,	105	56,700 00
			$162,060 00

And substitute therefor

Grade B,	$840,	16	$13,440 00
Grade B,	780,	17	13,260 00
Grade C,	720,	5	3,600 00
Grade C,	660,	83	54,780 00
Grade C,	600,	32	19,200 00
Grade D,	540,	107	57,780 00
			$162,060 00

Very respectfully, J. S. BILLINGS, Secretary, Executive Committee.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 5, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On August 23, 1912, the Trustees of the New York Public Library requested modification of schedule No. 1445, Branch Libraries, Salaries, Regular Employees, for the year 1912. In connection therewith I report as follows:

The requested modification provides for three salary increases of $60 each per annum, in accordance with the library rules. The $180 necessary is made available by three corresponding decreases.

I recommend the adoption of the attached resolution approving the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule as revised for the New York Public Library for the year 1912, to be effective as of September 1, 1912, as follows:

		Paid from Tax Levy Appropriations.	Paid from Library Revenue.	Total.
	Branch Libraries—			
1445	Salaries, Regular Employees:			
	Branch Librarian, Grade A	....	$1,500 00	$1,500 00
	Branch Librarian, Grade A, 6 at $1,320	$7,200 00	720 00	7,920 00
	Branch Librarian, Grade A, 12 at $1,200	14,400 00	....	14,400 00
	Branch Librarian, Grade A, 7 at $1,140	7,980 00	....	7,980 00
	Branch Librarian, Grade A, 4 at $1,080	4,320 00	....	4,320 00
	Branch Librarian, Grade A, 4 at $1,020	4,080 00	....	4,080 00
	Branch Librarian, Grade A, 7 at $960	6,720 00	....	6,720 00
	First Assistant, Grade B, 4 at $900	3,600 00	....	3,600 00
	First Assistant, Grade B, 16 at $840	13,440 00	....	13,440 00
	First Assistant, Grade B, 17 at $780	12,480 00	780 00	13,260 00
	Children's Librarian, 2 at $960	1,920 00	....	1,920 00
	Children's Librarian, 5 at $900	3,600 00	900 00	4,500 00
	Children's Librarian, 7 at $840	5,880 00	....	5,880 00
	Children's Librarian, 5 at $780	3,900 00	....	3,900 00
	Children's Librarian	....	720 00	720 00
	Second Assistant, Grade C, 5 at $720	3,600 00	....	3,600 00
	Second Assistant, Grade C, 83 at $[illegible]	54,780 00	....	54,780 00
	Second Assistant, Grade C, 32 at $600	15,600 00	3,600 00	19,200 00
	Assistant, Grade D, 107 at $540	57,240 00	540 00	57,780 00
	Assistant, Grade D, 53 at $480	25,440 00	....	25,440 00
	Reading Room Custodian	660 00	....	660 00
	Reading Room Custodian, 7 at $480	3,360 00	....	3,360 00
	Reading Room Custodian, 13 at $420	5,460 00	....	5,460 00
	Reading Room Custodian	....	360 00	360 00
	Messenger, 3 at $300	900 00	....	900 00
	Messenger, 50 at $150	300 00	7,200 00	7,500 00
	Driver, 2 at $840	1,440 00	240 00	1,680 00
	Total Schedule			$274,860 00
	Tax Levy, Part Allowance			$258,300 00
	Library Revenues, Part Allowance			16,560 00
	Total Allowance			$274,860 00

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 Secretary presented the following communications from the Acting Presidents of the Borough of Richmond requesting, and report of the Comptroller recommending, the modification of salary schedules Nos. 2088 and 2100 for the office of the President of the Borough of Richmond for the year 1912, to be effective as of August 1, 1912, providing for an increase in the salary of a Leveler from $1,500 to $1,650, and for the substitution of a Janitor at $900 for a Laborer at the same rate:

The City of New York, Office of the President of the Borough of Richmond, Borough Hall, New Brighton, New York City, August 5, 1912.

Honorable Board of Estimate and Apportionment, 277 Broadway, New York:

Gentlemen—I would request a revision of salaries schedule No. 2088 of this office, so that said schedule will appear as follows:

Highways.

	Maintenance—	
2088	Salaries, Regular Employees, Tax Levy and Special and Trust Fund Force:	
	Assistant Engineer	$2,250 00
	Inspector, 5 at $1,500	7,500 00
	Foreman, 3 at $1,200	3,600 00
	Foreman, 28 at $1,050	29,400 00
	Foreman, 4 at $900	3,600 00
	Assistant Foreman	900 00
	Laborer	900 00
	Laborer, 4 at $720	2,880 00
	Driver	900 00
	Leveler	1,650 00
	Inspector	1,350 00
	Clerk	1,200 00
	Schedule total	$56,130 00
	Tax levy, part allowance	$47,240 00
	Special and trust fund part allowance	8,890 00
	Schedule total	$56,130 00

The change in the schedule proposed consists in the elimination of the line "Unassigned balance, $150," and the increase in the line "Leveler" from $1,500 to $1,650, the object being to so provide for the increase in salary of a Leveler now employed for long and efficient services. Yours respectfully,

THEODOR S. OXHOLM, Acting President of the Borough.

The City of New York, Office of the President of the Borough of Richmond, Borough Hall, New Brighton, New York City, August 9, 1912.

Honorable Board of Estimate and Apportionment, 277 Broadway, New York.

Gentlemen—I would request modification of salary schedule No. 2100 of this office so that the schedule will stand as follows:

Public Buildings and Offices.

	Maintenance—	
2100	Salaries, Regular Employees:	
	Foreman, 3 at $1,200	$3,600 00
	Foreman	1,050 00
	Janitor	1,350 00
	Janitor, 2 at $1,050	2,100 00
	Janitor	900 00
	Janitress	540 00
	Female Cleaner, 6 at $400	2,400 00
	Elevatorman, 2 at $900	1,800 00
	Varnisher	780 00
	Carpenter	1,000 00
	Laborer, 16 at $720	11,520 00
		$27,040 00

The change in the schedule consists in the insertion of the line "Janitor, $900," and the elimination of the line "Laborer, $900."

I desire to transfer George Davies, now employed as Laborer at $900 per annum, to the position of Janitor at the same salary, his services being required in the latter capacity, necessitating the modification above requested.

Yours respectfully, LOUIS L. TRIBUS, Acting President of the Borough.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 3, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On August 5 and 9, 1912, the President of the Borough of Richmond requested modification of two schedules in his office for the year 1912. In connection therewith I report as follows:

The request is in Highways, Maintenance, No. 2088, Salaries, Regular Employees, Tax Levy and Special and Trust Fund Force, and Public Buildings and Offices, Maintenance, No. 2100, Salaries, Regular Employees.

In No. 2088 it is proposed to increase a Leveler from $1,500 to $1,650 per annum. The $150 necessary is available in an unassigned balance. In No. 2100 a Janitor, at $900 per annum is to be substituted for a Laborer at the same rate.

The following table shows the line item changes in detail:

Code No.	Line Item.	Schedule Transfer.		Cash Transfer.	
		Increase.	Decrease.	Increase.	Decrease.
2088	Leveler, $1,500	....	$1,500 00	....	$875 00
	Unassigned balance	....	150 00	....	87 50
	Leveler	$1,650 00	....	$962 50	....
		$1,650 00	$1,650 00	$962 50	$962 50
2100	Laborer, $900	....	$900 00	....	$525 00
	Janitor	$900 00	....	$525 00	....

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the office of the President of the Borough of Richmond for the year 1912, to be effective as of August 1, 1912, as follows:

PRESIDENT, BOROUGH OF RICHMOND.

Highways.

Maintenance.

2088	Salaries, Regular Employees—	
	Tax Levy and Special and Trust Fund Force:	
	Assistant Engineer	$2,250 00
	Inspector, 5 at $1,500	7,500 00
	Foreman, 3 at $1,200	3,600 00
	Foreman, 28 at $1,050	29,400 00
	Foreman, 4 at $900	3,600 00
	Assistant Foreman	900 00
	Laborer	900 00
	Laborer, 4 at $720	2,880 00
	Driver	900 00
	Leveler	1,650 00
	Inspector	1,350 00
	Clerk	1,200 00
	Schedule Total	$56,130 00
	Tax Levy, Part Allowance	$47,240 00
	Special and Trust Fund, Part Allowance	8,890 00
	Total Allowance	$56,130 00

Public Buildings and Offices.

Maintenance.

2100	Salaries, Regular Employees—	
	Foreman, 3 at $1,200	$3,600 00
	Foreman	1,050 00
	Janitor	1,350 00
	Janitor, 2 at $1,050	2,100 00
	Janitor	900 00
	Janitress	540 00
	Female Cleaner, 6 at $400	2,400 00
	Elevatorman, 2 at $900	1,800 00
	Varnisher	780 00
	Carpenter	1,000 00
	Laborer, 16 at $720	11,520 00
		$27,040 00

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 transfers of appropriations were made upon the recommendation of the Comptroller:

$840 within the appropriation made to the Department of Parks, Borough of The Bronx, for the year 1912.

Department of Parks, Borough of The Bronx, July 30, 1912.

Hon. WILLIAM J. GAYNOR, *Mayor and Chairman, Board of Estimate and Apportionment,* 277 Broadway, New York City:

Sir—Application is hereby respectfully made for the transfer of eight hundred and fifty dollars ($850) from the appropriation made to this Department for the year 1912, entitled:

1003 of 1912, Forage, Maintenance, Parks and Boulevards	$500 00
1008 of 1912, Purchase of Furniture and Fittings, Administration	340 00
—to the appropriation entitled:	
998 of 1912, Maintenance, Repairs and Storage of Automobiles, Maintenance, Parks and Boulevards	840 00
Unencumbered balance, Code 998 of 1912, at this date is	19 21

Expenditures.

Oil	$16 32
Gasoline	53 80
Miscellaneous	26 50
Tires	209 60
Shoes	197 90
Inner tubes	11 10
Appurtenances	37 43
Chassis	120 79
Body	10 05
Tires and inner tubes repaired	58 65
	$742 14
Appropriation	$1,200 00
Expenditures	742 14
Unexpended balance	$457 86
Open market order encumbrances	438 65
Unencumbered balance	19 21

The two automobiles which we have are cheap cars, and it required considerable repairs to keep them in operation; the transfer requested is necessary.

Respectfully yours, T. J. HIGGINS, Commissioner of Parks, The Bronx.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 3, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On July 30, 1912, the Commissioner of Parks, Borough of The Bronx, requested the transfer of $840 within appropriations to his department for the year 1912. In connection therewith I report as follows:

It is proposed to transfer $500 from Forage, Maintenance, No. 1003, Parks and Boulevards, and $340 from Purchase of Furniture and Fittings, No. 1008, Administration, to Maintenance, Repairs and Storage of Automobiles, No. 998, Administration.

The appropriation for No. 998 was $1,200. The expenditures to July 30, 1912, amounted to $742.14, leaving a balance of $457.86. The Commissioner states that the two automobiles in use are old and cheap cars, requiring considerable repairs. He estimates that the $840 requested will be necessary to carry the account to the end of the year.

I recommend the adoption of the attached resolution approving the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 237 of the Greater New York Charter, the Board of Estimate and Apportionment hereby approves transfer of funds appropriated to the Department of Parks, Borough of The Bronx, for the year 1912, as follows:

FROM

1003	**Forage, Maintenance, Parks and Boulevards**	**$500 00**
1008	**Purchase of Furniture and Fittings, Administration**	**340 00**

TO

998	**Maintenance, Repairs and Storage of Automobiles, Administration**	**$840 00**

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.

$1,000 within the appropriation made to the Department of Docks and Ferries for the year 1912.

Department of Docks and Ferries, City of New York, Pier "A," North River, New York, July 30, 1912.

Hon. WILLIAM A. PRENDERGAST, *Comptroller:*

Sir—There is at the present time a balance of but $19.77 in this Department's 1912 Budget Item No. 167, Contingencies, General Administration. It is necessary to make a transfer to that account in order that bills chargeable thereto this year may be paid. There is an unencumbered balance of $4,066.03 in Budget Item No. 170, Contingencies, Ferries.

I request that the sum of $1,000 be transferred from Budget Item No. 170 to Budget Item No. 167. Very truly yours,

CALVIN TOMKINS, Commissioner of Docks.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 4, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On July 30, 1912, the Commissioner of Docks requested the transfer of $1,000 within appropriation to his Department for 1912. In connection therewith I report as follows:

The transfer is from Contingencies, No. 170, Ferries to Contingencies, No. 167, General Administration. The appropriation for No. 167 was $2,750. The Commissioner states that the transfer is to cover a payment of $1,000 to an arbitrator between the Riverside and Fort Lee Ferry Company and the City. There is sufficient balance in No. 170 for the transfer.

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 237 of the Greater New York Charter the Board of Estimate and Apportionment hereby approves transfer of funds appropriated to the Department of Docks and Ferries, for the year 1912, as follows:

FROM

Contingencies.

170	**Ferries**	**$1,000 00**

TO

167	**General Administration**	**$1,000 00**

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.

$6,000 from the appropriation for the year 1912, Reduction of the City Debt, No. 78, The City of New York, to the appropriation made to the Board of Estimate and Apportionment for the same year for Contingencies.

City of New York, Department of Finance, Comptroller's Office, July 26, 1912.

Hon. WILLIAM A. PRENDERGAST, Comptroller, City of New York:

Sir—The undersigned have been appointed a Sub-Committee of the Commission on Standardization to formulate a program of work for the remainder of the present year with an estimate of funds necessary to execute it.

Inasmuch as the classification of the City's purchases will be ready by September 1, with the supporting schedules, it will now be practicable to materially enlarge the work of standardization, and for this purpose additional Field Workers and Stenographers, as outlined below, are necessary. It is believed that with an additional appropriation for the balance of the year material headway can be made in furthering the work of standardization. The proposed appropriation of six thousand dollars ($6,000) is made up as folows:

First—Four addiitional Stenographers for four months	$1,250 00
Second—Four Field Workers to gather information, four months	3,750 00
Third—Services of special trade experts	1,000 00
	$6,000 00

You have suggested that necessary funds may be had by transfer.

Respectfully submitted, EDMUND D. FISHER, HENRY BRUERE.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 4, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On July 26, 1912, the Committee on Standardization of Supplies requested the transfer of $6,000 from "some fund in the 1912 budget to the Contingencies

Account of the Board of Estimate and Apportionment, to provide for the employment of additional employees to work on the standardization of the purchase of supplies." In connection therewith I report as follows:

The $6,000 is to be used as follows:

Four Stenographers for four months	$1,250 00
Four Field Workers to gather information, four months	3,750 00
Services of special trade experts	1,000 00
	$6,000 00

The Committee states that the work of classifying City's purchases with supporting schedules has been completed, and that it is now practicable materially to enlarge the work of standardization. For this purpose, it is stated, the additional Stenographers and Field Workers will be required.

The amount requested for Stenographers is based on a compensation at the rate of $935 per annum.

The Committee states that the employees for field work must be of a fairly high grade, as they have to interview representative merchants and manufacturers; and must be easily able to grasp technical details and have sufficient tact and address to secure a hearing with those through whom they are to get information. It is the Committee's opinion that men may be found who will serve on a temporary per diem basis at the rate of $2,500 to $3,200 per annum, or an annual average rate of $2,875. The Committee states that one man available for this work was a purchasing agent for the Board of Water Supply; and inaugurated the system of purchasing in that Department at a compensation of $3,250 per annum. It is stated in addition to the work of the field men it is necessary occasionally to pay fees to trade experts for special work. It is estimated that $1,000 will be sufficient for this work to the end of the year.

There is sufficient balance in account, Redemption of the City Debt, No. 78, The City of New York, to permit of the transfer.

I recommend the adoption of the attached resolution providing for the transfer.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 237 of the Greater New York Charter, the Board of Estimate and Apportionment hereby approves transfer of funds appropriated for the year 1912, as follows:

FROM

Redemption of the City Debt.

78	**The City of New York**	**$6,000 00**

TO

Board of Estimate and Apportionment.

Contingencies.

1391	**For expenses in the preparation of standard specifications for contracts, including supply contracts**	**$6,000 00**

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.

$2,000 within the appropriation made to the Department of Bridges for the year 1912.

Department of Bridges, City of New York, 13-21 Park Row, Manhattan, N. Y., August 26, 1912.

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

Gentlemen—I have to request a transfer within the budget appropriation for the Department of Bridges for the year 1912, as follows:

FROM

Repairs and Replacements by Contract or Open Order.

109	Operation and Maintenance	$2,000 00

TO

Maintenance, Repairs and Storage of Automobiles.

112	Administration	$2,000 00

This request is made so that the department automobiles may be properly maintained for the balance of this year. This transfer does not increase the budget appropriations for the year 1912. Respectfully,

ARTHUR J. O'KEEFFE, Commissioner.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 13, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On August 26, 1912, the Commissioner of Bridges requested the transfer of $2,000 within appropriations to his department for 1912. In connection therewith I report as follows:

The credit transfer is to Maintenance, Repairs and Storage of Automobiles, No. 112, Administration. The appropriation for the account was $2,500, to cover the maintenance of four cars, used by the Commissioner, the Chief Engineer and staff, the payroll division, and for general administrative purposes.

The expenditures against the account to July 1, 1912, aggregated $2,282, an average of approximately $380.33 per month. The proposed transfer will provide a fund of $2,218 to meet the maintenance charges for the remainder of the year. The expenditures in 1910 amounted to $4,872.27. In 1911 the amount expended was $4,304.89.

The debit transfer is from Repairs and Replacements by Contract or Open Order, No. 109, Operation and Maintenance. There is sufficient balance in the account for the transfer.

I recommend the adoption of the resolution attached approving the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 237 of the Greater New York Charter, the Board of Estimate and Apportionment hereby approves transfer of funds appropriated to the Department of Bridges for the year 1912, as follows:

FROM

Repairs and Replacements by Contract or Open Order.

109	Operation and Maintenance	$2,000 00

TO

Maintenance, Repairs and Storage of Automobiles.

112	Administration	$2,000 00

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 Secretary presented the following resolution of the Board of Aldermen requesting, and report of the Comptroller recommending, the issue of $20,300 special revenue bonds (subdivision 8, section 188 of the Charter) for the purpose of repairs and maintenance of the Drill Hall of the Seventh Regiment Armory, Borough of Manhattan, under the jurisdiction of the Armory Board, all obligations contracted for to be incurred before December 31, 1912:

(On July 11, 1912, the resolution of the Board of Aldermen requesting the above issue was referred to the Comptroller.)

In the Board of Aldermen.

Resolved, That, in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of twenty thousand three hundred dollars ($20,300), the proceeds whereof to be used by the Armory Board for the purpose of repairs and maintenance of the drill hall of the Seventh Regiment Armory, Borough of Manhattan, all obligations contracted for hereunder to be incurred before December 31, 1912.

Adopted by the Board of Aldermen June 11, 1912, three-fourths of all the members voting in favor thereof.

Received from his Honor the Mayor July 2, 1912, without his approval or disapproval thereof; therefore, as provided in section 40 of The Greater New York Charter, the same took effect as if he had approved it.

P. J. SCULLY, Clerk.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 31, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On July 11, 1912, the Board of Aldermen adopted a resolution requesting $20,300 in special revenue bonds to be used by the Armory Board for the purpose of repair work and maintenance of the drill hall of the Seventh Regiment Armory, Borough of Manhattan, all obligations contracted for thereunder to be incurred before December 31, 1912. In connection therewith I report as follows:

On March 27, 1912, the Commissioners of the Sinking Fund approved plans and specifications for the reconstruction of the drill hall and other improvements and alterations in the Seventh Regiment Armory at an estimated cost of $144,500, including Architect's fees, to be paid for as follows:

Corporate stock	$84,150 00
Budget account	60,350 00
	$144,500 00

On May 9, 1912, the Armory Board opened bids for the work. The lowest was the bid of the Charles Meads Company, amounting to $218,000. This amount was $83,582.40 in excess of the amount of corporate stock and budget funds appropriated. The Armory Board, in order to accept the lowest bid, requested an authorization of $61,400 in corporate stock, in addition to the $84,150 authorized by the Commissioners of the Sinking Fund on August 2, 1911. On May 21, 1912, the Commissioners of the Sinking Fund approved the additional authorization, making a total authorization of corporate stock of $145,550, and also approved the amended estimate of cost.

The cost of the work, including Architects' fees, amounts to $229,754.36, and is to be paid for as follows:

Corporate stock	$145,500 00
Budget account	84,204 36
	$229,754 36

The 1912 budget appropriation for repairs, alterations, and for the purchase of furniture and fittings for the Seventh Regiment was $65,493,50. The unencumbered balances in these accounts on July 1, 1912, amounted to $63,904.36. The Armory Board, therefore, requested the $20,300 in special revenue bonds. This amount, in addition to the available balance of $63,904.36, will be sufficient to cover the cost of the work chargeable against budget accounts.

In view of the foregoing, I recommend the adoption of the attached resolution concurring in the resolution of the Board of Aldermen. Respectfully,

DOUGLAS MATHEWSON, Deputy and Acting Comptroller.

The following resolution was offered:

Resolved, That the resolution adopted by the Board of Aldermen on June 11, 1912, requesting an issue of special revenue bonds in the sum of twenty thousand and three hundred dollars ($20,300), the proceeds whereof to be used by the Armory Board for the purpose of repairs and maintenance of the drill hall of the Seventh Regiment Armory, Borough of Manhattan, all obligations contracted for hereunder to be incurred before December 31, 1912, be and the same is hereby approved of and concurred in by the Board of Estimate and Apportionment, and for the purpose of providing means therefor, the Comptroller be and is hereby authorized, pursuant to the provisions of subdivision 8 of section 188 of the Greater New York Charter, to issue special revenue bonds of The City of New York to an amount not exceeding twenty thousand and three hundred dollars ($20,300), redeemable from the tax levy of the year succeeding the year of their issue.

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 Secretary presented the following report of the Comptroller recommending the acquisition at private sale, at a price not exceeding $8,500, of property on the northerly side of East 158th street, running from Trinity to Jackson avenues, in the Borough of The Bronx, for the use of the Department of Education:

(On December 21, 1911, the resolution of the Board of Education requesting the acquisition of a school site on East 158th street, Trinity and Jackson avenues, The Bronx, was referred to the Comptroller.)

(On January 11, 1912, and subsequent dates, the Board has authorized the acquisition, by purchase, of parcels of land included within the area selected by the Board of Education.)

(The communication and resolution of the Board of Education relative to the selection of a site for school purposes, of which the above mentioned property is one of the parcels, is printed in the Financial Minutes of the meeting held March 7, 1912, at pages 1188 and 1189 of the pamphlet minutes.)

City of New York, Department of Finance, Comptroller's Office, September 16, 1912.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—At a meeting of your Board held December 21, 1911, there was referred to the Comptroller certified copy of a resolution adopted by the Board of Education on December 13, 1911, with reference to the selection of a school site on the northerly side of East 158th street, running from Trinity to Jackson avenues, in the Borough of The Bronx.

On July 17, 1911, your Board adopted a resolution authorizing an issue of corporate stock in a lump sum appropriation of $695,000, which amount provided for a site in the vicinity of Tinton avenue and East 163d street. This resolution was concurred in by the Board of Aldermen on July 25, 1911.

After thorough investigation it has been determined that the premises selected by the Board of Education on the northerly side of East 158th street, running from Trinity to Jackson avenues, having a frontage on East 158th street of approximately 175 feet, with a depth on Trinity avenue of 225 feet, and a depth on Jackson avenue of 236 feet, are the most desirable for the purposes mentioned.

Your Board has authorized the purchase at private sale of a number of parcels included within this tract, and at the meeting of March 7, 1912, authorized the Corporation Counsel to acquire the balance of the property by condemnation proceedings.

Since that time, one of the owners whose property is included within the area to be condemned by the Corporation Counsel, has consented to offer the premises at a reasonable figure, at private sale. The original price demanded therefor was $9,500, but after negotiation by the Comptroller the same may be purchased for the sum of $8,500.

The premises consist of a plot of ground 18 feet in width, with a depth on each side of 75 feet on the westerly side of Jackson avenue, distant 180.42 feet northerly from the corner formed by the intersection of the northerly side of East 158th street with the westerly side of Jackson avenue.

The price being reasonable and just, I respectfully recommend that your Board approve of the purchase of the following described property for use of the Department of Education:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of The Bronx, City of New York, bounded and described as follows:

Beginning at a point on the westerly side of Jackson avenue, which point is distant 180 feet 5 inches northerly from the corner formed by the intersection of the northerly side of East 158th street with the westerly side of Jackson avenue; running thence westerly parallel with East 158th street and part of the distance through a party wall 75 feet; thence northerly parallel with Jackson avenue 18 feet; thence easterly, again parallel with East 158th street and part of the way through a party wall 75 feet to the westerly side of Jackson avenue, and thence southerly along the westerly side of Jackson avenue 18 feet to the point or place of beginning; together with all the right, title and interest, if any, of the owner, of, in and to the avenue in front thereof to the centre thereof.

—and authorize the Comptroller to enter into contract for the acquisition of the same at private sale, at a price not exceeding $8,500, said contract to be submitted to the Corporation Counsel for his approval as to form. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the selection by the Board of Education of property on the northerly side of East 158th street, running from Trinity to Jackson avenues, Borough of The Bronx, for school purposes, containing the following described property:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of The Bronx, City of New York, bounded and described as follows:

Beginning at a point on the westerly side of Jackson avenue, which point is distant 180 feet 5 inches northerly from the corner formed by the intersection of the northerly side of East 158th street with the westerly side of Jackson avenue; running thence westerly parallel with East 158th street and part of the distance through a party wall 75 feet; thence northerly, parallel with Jackson avenue 18 feet; thence easterly again parallel with East 158th street and part of the way through a party wall 75 feet to the westerly side of Jackson avenue, and thence southerly along the westerly side of Jackson avenue 18 feet to the point or place of beginning; together with all the right, title and interest, if any, of the owner, of, in and to the avenue in front thereof to the centre thereof.

—and authorizes the Comptroller to enter into a contract for the acquisition of the above described property at private sale, at a price not exceeding eight thousand five hundred dollars ($8,500), said contract to be submitted to the Corporation Counsel for approval as to form.

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 Secretary presented the following report of the Comptroller certifying pursuant to section 246 of the Charter, claim of James F. Egan in the sum of $163.47, without interest, for additional work done pursuant to an order received from the Aqueduct Commission during the year 1909 in connection with the drainage of the east basin of the Jerome Park Reservoir:

City of New York, Department of Finance, Comptroller's Office, September 3, 1912.

To the Honorable Board of Estimate and Apportionment:

Gentlemen—Under and pursuant to the provisions of section 246 of the Greater New York Charter, being chapter 601 of the Laws of 1907, of the State of New York as amended, entitled "An Act to amend the Greater New York Charter in relation to the powers of the Board of Estimate and Apportionment," I hereby certify that a claim has been presented by James F. Egan for the sum of $519.75, which is alleged to be due for additional work performed in connection with a contract entered into by said claimant with the Aqueduct Commission March 31, 1909, for the drainage of the east basin of the Jerome Park Reservoir; that no action has been instituted on this claim; that an investigation of the facts upon which said claim is based discloses that the Acting Chief Engineer of the Aqueduct Commission during the year 1909, asked for bids from several contractors without public competition for the doing of the following amount of estimated work at the Jerome Park Reservoir—excavating 6,000 linear feet of open ditches, furnishing and laying 800 linear feet of 12-inch vitrified pipe drain, including excavation and back filling; furnishing and laying 500 linear feet of wooden box drain (18-inch by 16-inch interior), including excavation and back filling; also necessary culverts under the railroad tracks, and 48-inch water pipes; placing 4,000 cubic yards of filling where directed; that bids for the work above set forth were solicited in the form of a letter in which it was stated that the quantities were approximate only, that the Commission reserved the right to increase or decrease any class or portion of the work as may be deemed necessary by the Engineer; that the lowest bid received by the Aqueduct Commission was from the claimant; that a resolution was passed by said Commission March 30, 1909, authorizing the Chief Engineer to have the work done by claimant at his bid price, namely, $4,455; that a certificate of necessity was made by said Commission limiting the expense to be incurred to the above mentioned sum; that during the progress of the work it developed that more work was necessary than was originally contemplated; that claimant has been paid the sum of $4,454.93 under his agreement with the Aqueduct Commission; that the value of the additional work performed by him, including profit, amounts to $192.32; that the certificate provided for by section 33, chapter 490 of the Laws of 1883, to the effect that the additional work done was for the public interest, was not issued by the Aqueduct Commission; that the lack of this certificate seems to be the only reason why payment has not been previously made; that the Acting Corporation Counsel has advised that this claim is a proper subject for consideration and adjustment by the Board of Estimate under and pursuant to section 246 of the Greater New York Charter; that in view of the original certificate of the Aqueduct Commission limiting the expense to be incurred to $4,455, and the failure of said Commission to issue a further certificate covering the additional work performed, this claim is illegal and invalid against The City of New York, but notwithstanding, in my judgment, it is equitable and proper for the City to pay said claim, inasmuch as it has received a benefit and value from the same, and that $163.47, the value of that benefit, less 15 per cent. profit, is the amount which should be paid in full satisfaction thereof. Respectfully,

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's office, July 12, 1912.

In the matter of the application of James F. Egan, under chapter 601 of the Laws of 1907, for the sum of $519.75, alleged to be due for certain additional work rendered in connection with the drainage of the east basin of Jerome Park Reservoir.

Hon. WILLIAM A. PRENDERGAST, *Comptroller:*

Sir—The facts connected with this application are set forth in a report which I made under date of April 11, 1910, and in which I concluded by recommending that the same, together with the papers in the case, be forwarded to the Corporation Counsel with the request that he advise this office whether or not, in his opinion, said claim is a proper subject for consideration and adjustment by the Board of Estimate and Apportionment under chapter 601 of the Laws of 1907, being section 246 of the Greater New York Charter. Said recommendation was approved, and the report and papers referred to above forwarded in due course to the Corporation Counsel.

Replying to the request of this office, Acting Corporation Counsel G. L. Sterling, in a communication dated November 14, 1911, says:

> "Under the decision in the Dady case and the opinion rendered by this office to you on November 3, 1911, as to its meaning and effect, this claim may, if you deem proper, be certified to the Board of Estimate and Apportionment under the provisions of section 246 of the Charter."

The petitioner, James F. Egan, appeared in the Division of Law and Adjustment of the Department of Finance, and practically conceded that the total amount due under the claim was $192.32; that the said sum represented the actual outlay on his part, i. e., the cost to him to do the work for which payment is sought; that the same does not include a profit, as he lost money on the work, and that his usual profit is from 10 to 15 per cent.

In a memorandum dated July 1, 1912, Edward F. Evers, an Examiner in the Division of Law and Adjustment of this Department, states that an examination of the registers of the Law Department reveals that no action has been instituted on this claim.

While claimant states that he made no profit on the transaction in question, nevertheless it is my opinion that if this claim is to be considered from an equitable viewpoint, on the basis outlined by the Board of Estimate and Apportionment in its resolution of March 7, 1912, the sum of $28.85, or 15 per cent. of $192.32, should be deducted as profit. Claimant certainly figured a profit on the work in question, and if he made none, the reasons therefor are not manifest.

In view, therefore, of the facts set forth above, it is respectfully recommended that you issue your certificate for the sum of $163.47, pursuant to section 246 of the Greater New York Charter.

If it is decided by the Board of Estimate and Apportionment to pay said sum or any portion thereof in adjustment of this claim, payment should be made from the fund entitled "C. C. M.—2B., Additional Water Front, Completion of Easterly Basin, Jerome Park Reservoir." Yours very truly,

H. C. W. MELICK, Auditor of Accounts.

Approved July 16, 1912: ALBERT E. HADLOCK, Chief of the Division of Law and Adjustment.

Approved: WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That, pursuant to section 246 of the Greater New York Charter, being chapter 601 of the Laws of 1907 of the State of New York, as amended, the Board of Estimate and Apportionment hereby determines that the City has received a benefit from James F. Egan, and is justly and equitably obligated to pay to James F. Egan, without interest, the sum of $163.47, for additional work done pursuant to an order received from the Aqueduct Commission during the year 1909 in connection with the drainage of the East Basin of the Jerome Park Reservoir; that the said sum shall be paid in full satisfaction of the claim which has been presented on behalf of James F. Egan for the additional work above mentioned; that it is further determined that the interests of the City will be best subserved by the payment thereof, and that said sum shall be paid only upon the execution by the said James F. Egan of a full release in favor of the City, in such form as may be approved by the Corporation Counsel, and the Comptroller is hereby authorized to pay said claim from the account entitled "C. C. M.—2B. Additional Water Front, Completion of Easterly Basin, Jerome Park Reservoir."

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 Secretary presented the following report of the Comptroller certifying, pursuant to section 246 of the Charter, claim of Alexander J. McCollum in the sum of $820.77, without interest, for coal delivered at the Queens County Court House, Long Island City, and the Borough Hall, Borough of Queens, between January 8 and March 4, 1910, inclusive:

City of New York, Department of Finance, Comptroller's Office, September 5, 1912.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—Under and pursuant to the provisions of section 246 of the Greater New York Charter, being chapter 601 of the Laws of 1907 of the State of New York, as amended, entitled "An act to amend the Greater New York Charter in relation to the powers of the Board of Estimate and Apportionment," I hereby certify that a claim has been presented by Alexander J. McCollum, doing business under the firm name of A. J. & J. J. McCollum, for the sum of $868.95, which is alleged to be due for 137 5-7 tons of coal furnished and delivered to the Borough of Queens; that no action has been instituted on this claim; that an investigation of the facts upon which this claim is based reveals that payment is demanded in the sum of $630.98 for coal delivered at the Queens County Court House in Long Island City, Borough of Queens, on various dates between January 8 and January 24, 1910, inclusive, and for the sum of $237.97 for coal delivered on January 7 and March 4, 1910, respectively, at the Borough Hall in the aforesaid Borough; that payment is sought at the rate of $6.31 a ton for the coal in question, said price being the amount named in the contract which claimant had with the President of the Borough of Queens for the delivery of similar coal during the year 1909; that the records in the Court House and Borough Hall in Queens, kept by the Engineer and Janitor, and the delivery slip signed by the Weigher, the aforesaid Engineer and Janitor in said Borough, show the coal charged for on the dates claimed was delivered; that the coal in question was furnished as the result of oral orders emanating from the office of the President of the Borough of Queens; that no certificate of necessity, as is prescribed by section 419 of the Greater New York Charter, was ever issued covering the coal, for which payment is sought; that this claim is, therefore, illegal and invalid against The City of New York, but notwithstanding in my judgment it is equitable and proper for the City to pay said claim, inasmuch as it has received a benefit and value for the same, and that $820.77, the value of that benefit, is the amount which should be paid in full satisfaction thereof. Respectfully,

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finince, Comptroller's Office, May 25, 1912.

In the matter of claim No. 62140 of Alexander J. McCollum, doing business under the firm name and style of A. J. & J. J. McCollum, for the sum of $868.95 alleged to be due for coal furnished and delivered to the Borough of Queens between January 7 and March 4, 1910, inclusive.

Hon. WILLIAM A. PRENDERGAST, *Comptroller:*

Sir—The facts connected with this claim are set forth in a report which I made under date of April 24, 1911, and in which I concluded by recommending that the same be referred to the Corporation Counsel with a request that he advise this Department as to whether there is a legal liability on the part of the City to pay said claim, and if not, whether the case is a proper subject for consideration and adjustment by the Board of Estimate and Apportionment under chapter 601 of the Laws of 1907, as amended. Said recommendation was approved and the papers in the case in due course forwarded to the Corporation Counsel.

Replying to the request of this office, Acting Corporation Counsel G. L. Sterling, in a communication dated November 14, 1911, says:

> "Under the decision in the Dady case and the opinion rendered by this office to you on November 3, 1911, as to its meaning and effect, this claim may, if you deem proper, be certified to the Board of Estimate and Apportionment under the provisions of section 246 of the Charter."

In an affidavit filed in this Department April 15, 1912, claimant states:

"That the actual cost per ton of said coal delivered as aforesaid is six dollars and ten cents ($6.10) per ton, which is made up, viz.:

"Cost of coal delivered alongside pocket, Newtown Creek	$5 15
"Cost of hoisting and distributing to pockets	05
"Waste and breakage	25
"Cost of carting	50
"Cost of labor putting coal in cellar	15
	$6 10

"Deponent further says that no action to recover the said sum of eight hundred and sixty-eight dollars and ninety-five cents ($868.95) has been brought."

Examiner Edward F. Evers, of this Division, in a memorandum dated March 14, 1912, also states that an examination of the registers of the Law Department reveals that no action has been instituted on this claim.

Arthur F. Marpley, a Law Clerk in the Division of Law and Adjustment of the Department of Finance, in a report which he makes under date of April 26, 1912, relative to the value of the benefit derived by the City from the coal in question, says:

> "In conclusion, from the best information obtainable, and from an examination of what purports to be the original wholesale bills for the coal, and from the statements and representations made to me personally by the claimant, the outlay by the contractor would seem to be $6.10 per ton, and on the basis of 137 1,600-2,240 tons, the aggregate outlay would amount to $840; and so far as the value of the benefit derived by the City from the consumption of the coal is concerned, if such sum be ascertainable at all, it seems to me that the same should at least equal said sum of $840.06."

As the contract price claimed for the coal in question is $6.31 per ton, it would seem from the claimant's figures that his actual outlay for the same is $6.10 per ton, and that he would only be making 21 cents per ton profit.

The coal referred to, however, was delivered in 1910, and in my opinion the price set forth in claimant's contract for that year, namely, $6.17 per ton, should be considered as the price at which said coal should be computed. By taking such a price as the selling price of the coal in question, it would seem from claimant's figures that he would only be making 7 cents per ton profit, or slightly over 1 per cent. In my opinion it is absurd to assume that claimant would figure on such a small profit in bidding on a contract for coal, and as it is quite improbable that the actual profit can be arrived at, I believe the best course to follow would be to take 21 cents a ton, the profit alleged on the coal in question, and to deduct said sum from the 1910 contract price of $6.17 per ton, making the difference, amounting to $5.96, represent the outlay of claimant for each ton of coal furnished.

While I appreciate the course outlined above is arbitrary, nevertheless I feel assured that the best interests of the City will be subserved by following the same. A settlement on the basis suggested, claimant's attorney informs me, will be satisfactory. By adopting this course there would be due for the coal furnished, namely, 137 1,600-2,240 tons, which, reduced to its lowest terms, would be 137 5-7 tons, at $5.96 per ton, amounting to $820.77. In my opinion the value of the benefit derived by the City from the coal in question did not exceed this sum.

Owing to the informal method of ordering the coal referred to, section 419 of the Charter not being followed, no legal obligation rests on the City to pay this claim, nevertheless, in my opinion, as the City has benefited by the use of the coal it is morally and equitably obligated to pay for the same.

It is therefore respectfully recommended that you issue your certificate in the sum of $820.77, pursuant to section 246 of the Greater New York Charter.

Respectfully, H. C. W. MELICK, Auditor of Accounts.

Conclusion approved June 6, 1912: Albert E. Hadlock, Chief, Division of Law and Adjustment.

August 6, 1912. Approved after personal inquiry as to amount of profits: D. Mathewson, Deputy and Acting Comptroller.

The following resolution was offered:

Resolved, That pursuant to section 246 of the Greater New York Charter, being chapter 601 of the Laws of 1907 of the State of New York as amended, the Board of Estimate and Apportionment hereby determines that the City has received a benefit from Alexander J. McCollum, doing business under the firm name and style of A. J. & J. J. McCollum, and is justly and equitably obligated to pay to the said Alexander J. McCollum, without interest, the sum of $820.77 for 137 5/7 tons of coal delivered at the Queens County Court House, Long Island City, and the Borough Hall, Borough of Queens, between January 8 and March 4, 1910, inclusive; that the said sum shall be paid in full satisfaction of the claim which has been presented on behalf of Alexander J. McCollum, doing business under the firm name and style of A. J. & J. J. McCollum, for the coal above mentioned; that the interests of the City will be best subserved by the payment of said sum, and that the same shall be paid only upon the execution by the said Alexander J. McCollum, individually and on behalf of A. J. & J. J. McCollum, of a full release in favor of the City in such form as may be approved by the Corporation Counsel, and the Comptroller is hereby authorized to pay said claim from the account entitled "Revenue Bond for Claims, Miscellaneous, R. C. L. No. 11."

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 Secretary presented the following report of the Comptroller certifying, pursuant to section 246 of the Charter, claim of Thomas Moriarty in the sum of $225, without interest, for services rendered as Janitor in the Bureau of Public Buildings and Offices, Borough of Queens, for the months of October, November and December, 1911:

City of New York, Department of Finance, Comptroller's Office, September 4, 1912.

To the Honorable thc Board of Estimate and Apportionment:

Gentlemen—Under and pursuant to the provisions of section 246 of the Greater New York Charter, being chapter 601 of the Laws of 1907 of the State of New York, as amended, entitled "An Act to Amend the Greater New York Charter in Relation to the Powers of the Board of Estimate and Apportionment," I hereby certify that a claim has been presented by Thomas Moriarity, for the sum of $300, which is alleged to be due for services rendered as a Janitor in the First District Municipal Court, Borough of Queens, from October 1, 1911, to January 31, 1912; that no action has been instituted on this claim; that an investigation of the facts on which said claim is based discloses that prior to October 1, 1911, claimant was employed as a Laborer in the Bureau of Public Buildings and Offices, Borough of Queens; that on or about May 5, 1911, the then President of the Borough of Queens, Hon. Lawrence Gresser, requested the Municipal Civil Service Commission, pursuant to Rule 15 of said Commission, to arrange for a promotion examination for the position of Janitor for the purpose of filling the vacancies then existing in the aforesaid borough; that such an examination was subsequently arranged and held; that claimant and one other individual qualified and were placed on the eligible list of Janitors for the Bureau above mentioned; that upon the request of the Borough President their names were certified by the Civil Service Commission and both were appointed as Janitors in the Bureau of Public Buildings and Offices, in the aforesaid borough at a salary of $900 per annum; that said appointment was dated to take effect October 1, 1911, and claimant was notified accordingly in writing by the then Commissioner of Public Works, Walter H. Bunn; that, pursuant to said notification, claimant commenced work as a Janitor October 1, 1911, and has worked in said capacity ever since; that his services have been described by one of the Justices assigned to the Municipal Court in which he is employed as necessary and efficient; that claimant has received no compensation for his services rendered during the months of October, November and December, 1911, but has been paid for the month of January, 1912; that the reason for the non-payment of the salary above mentioned was owing to the fact that on the date of claimant's appointment no provision had been made in the Budget appropriation for the Bureau of Public Buildings and Offices for the payment of his salary as Janitor; that Budget schedules were subsequently revised as of October 1, 1911, but provision then, however, was only made for the Janitor who was appointed at the same time as claimant; that claimant's salary has been provided for in the Budget for the year 1912; that Acting Corporation Counsel Wm. P. Burr, in a communication dated July 11, 1912, after reviewing the facts in the case, states that claimant's appointment was illegal, there being only one vacancy at the time, but that it would seem a matter of unjust enrichment for the City to receive the benefit of his labor without making adequate payment therefor, and therefore suggests the certification of this claim to your Board, under the statutory provision referred to herein; that notwithstanding this claim is illegal and invalid against The City of New York, it is, in my judgment, equitable and proper for the City to pay said claim, inasmuch as it has received a value and benefit for the same, and that $225, the value of that benefit, is the amount which should be paid in full satisfaction therefor. Respectfully,

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 9, 1912.

In the matter of claim No. 65650 of Thomas Moriarity for the sum of $300, alleged to be due as arrears of salary as Janitor in the First District Municipal Court, Borough of Queens, from October 1, 1911, to January 31, 1912.

Hon. William A. Prendergast, *Comptroller:*

Sir—The facts connected with this claim are set forth in a report which I made under date of June 1, 1912, and which I concluded by recommending that same be transmitted to the Corporation Counsel with a request that he advise this office as to the liability of the City in the premises, and in the absence of such liability whether or not the said claim was a proper subject for consideration and adjustment by the Board of Estimate and Apportionment, under and pursuant to section 246 of the Greater New York Charter.

Said recommendation was duly approved and the papers in due course forwarded to the Corporation Counsel.

Replying to the request of this office Acting Corporation Counsel W. P. Burr, in a communication dated July 11, 1912, says:

> "The name of the claimant did not appear upon any payroll for the months of October, November and December, 1911, and he received no salary for work performed during that period, but according to the reports, he furnished work, labor and services for the benefit of The City of New York, acting as Janitor for said Municipal Court Building during said months. Throughout that time he did the work that theretofore had been assigned to two individuals and his services are described in the reports by one of the Justices assigned to that Court as necessary and efficient. Notwithstanding the quality and quantity of work performed by him, the fact remains that he was not regularly appointed to the position of Janitor and did not become entitled to the emoluments of the salary of Janitor at $900 per annum, fixed by the Budget schedule as of October 1, 1911, in that there was but one position open, which was filled by the appointment of Lucien Bourdonnay. Accordingly, the notice of appointment to the position of Janitor sent to the claimant by the Commissioner of Public Works did not have the legal effect of assigning the claimant to the position of Janitor.
>
> "In view of these facts, I am constrained to advise you that the claimant, Thomas Moriarity, is not entitled by law to receive compensation from The City of New York for work performed by him in the months of October, November and December, 1911. * * *
>
> "Inasmuch as the claimant has no legal standing in a court of law for compensation for the services performed by him as above mentioned, it would seem to be a matter of unjust enrichment for the City to receive the benefit of the claimant's labor without making an adequate payment therefor. I suggest, therefore, if it meets with your approval, that the facts of this matter be presented to the Board of Estimate and Apportionment, under the provisions of section 246 of the Greater New York Charter, to the end that this claim, which apparently constitutes a just and equitable obligation upon the City, may be honorably adjusted."

In view of the facts and circumstances in this case, especially considering the opinion of the Acting Corporation Counsel, it is respectfully recommended that you issue your certificate for the sum of $225, under and pursuant to section 246 of the Greater New York Charter, as amended. If it is decided by the Board of Estimate and Apportionment to pay this claim or any part thereof, payment should be made from the fund entitled "Code No. 1875 of 1911, Bureau of Public Buildings and Offices, Wages, Regular Employees." Respectfully,

H. C. W. MELICK, Auditor of Accounts.

Approved: Jos L. Hance, Acting Chief, Division of Law and Adjustment.

Approved August 19, 1912: Douglas Mathewson, Deputy and Acting Comptroller.

The following resolution was offered:

Resolved, That pursuant to section 246 of the Greater New York Charter, being chapter 601 of the Laws of 1907 of the State of New York, as amended, the Board of Estimate and Apportionment hereby determines that the City has received a benefit from Thomas Moriarity, and is justly obligated to pay to the said Thomas Moriarity, without interest, the sum of $225 for services rendered as a Janitor in the Bureau of Public Buildings and Offices, Borough of Queens, for the months of October, November and December, 1911; that the said sum shall be paid in full satisfaction of the claim which has been presented on behalf of the said Thomas Moriarity for the payment of the services above mentioned; that the interests of the City will be best subserved by the payment thereof, and that said sum shall be paid only upon the execution by the said claimant of a full release in favor of the City in such form as may be approved by the Corporation Counsel, and the Comptroller is hereby authorized to pay said claim from the account entitled "Code No. 1875 of 1911, Bureau of Public Buildings and Offices, Wages, Regular Employees."

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 Secretary presented the following report of the Comptroller certifying, pursuant to section 246 of the Charter, claim of Anthony Blumlein, assignee of Peter Guthy, in the sum of $964.73, without interest, for work performed and materials furnished in connection with a certain contract entered into between Peter Guthy and the President of the Borough of Queens for the construction of a comfort station in said Borough:

City of New York, Department of Finance, Comptroller's Office, September 11, 1912.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—Under and pursuant to the provisions of section 246 of the Greater New York Charter, being chapter 601 of the Laws of 1907 of the State of New York, as amended, entitled "An Act to Amend the Greater New York Charter in Relation to the Powers of the Board of Estimate and Apportionment," I hereby certify that a claim has been presented by Anthony Blumlein, as assignee of Peter Guthy, for the sum of $2,055, which is alleged to be due for extra work performed and materials furnished in connection with a certain contract entered into on or about November 19, 1908, with the said Peter Guthy and the President of the Borough of Queens, for the construction of a comfort station in said borough; that an investigation of the facts on which this claim is based discloses that the estimated cost of the above mentioned contract, namely, $8,187, has been paid the contractor in full; that a release was executed to the City by the contractor in which the sum claimed is excepted; that six vouchers totaling said sum and covering alleged extra work, materials, etc., have been certified to the Department of Finance for payment; that were it not for the fact that the total amount represented in said vouchers is in excess of $1,000, and thus in violation of section 419 of the Greater New York Charter, and the question arising as to whether the work called for by the vouchers for which payment is sought was required by the contract above mentioned, there would be a legal obligation upon the part of the City to pay this claim; that Acting Corporation Counsel, G. L. Sterling, in a communication dated November 14, 1911, states that I am at liberty to consider this claim under section 246 of the Greater New York Charter, to the extent of $1,000; that an action based on this claim has been instituted by claimant and is still pending; that said action has not progressed to any extent, issue only being joined and a notice of trial served; that in view of the fact that the vouchers mentioned herein, taken collectively, have been issued for a sum in excess of $1,000, and thus in violation of one of the provisions of the Greater New York Charter, this claim is illegal and invalid against The City of New York, but, notwithstanding, in my judgment it is equitable and proper for the City to pay said claim, inasmuch as it has received value and a benefit from the same, and that $964.73, the value of that benefit, without profit or interest, is the amount which should be paid in full satisfaction thereof. This payment, in the event that same is recommended to be made by your Board, should be conditioned upon the execution by claimant of a full release, the discontinuance of the action instituted without costs, and the filing of a proper assignment of this claim from the contractor in the Department of Finance, and the same being approved as to form by the Corporation Counsel. Respectfully,

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 16, 1912.

In the matter of Claim No. 63422 of Anthony Blumlein, as assignee of Peter Guthy, for the sum of $2,055, alleged to be due for extra work performed and materials furnished in connection with a certain contract entered into with the President, Borough of Queens, for the construction of a comfort station in said Borough.

Hon. William A. Prendergast, *Comptroller:*

Sir—The facts connected with this claim are set forth in a report which I made under date of July 15, 1911, and which, in view of the institution of an action by claimant, I concluded by recommending that said report, together with the papers in the case, be forwarded to the Corporation Counsel. Said report was approved and the papers transmitted as recommended.

Under date of October 30, 1911, claimant, through his attorney, Martin T. Manton, addressed a communication to you, in which he requested that the claim be considered, and certified to the Board of Estimate and Apportionment, under and pursuant to chapter 601 of the Laws of 1907.

Responding to a request from this Department, Acting Corporation Counsel G. L. Sterling, in a communication dated November 14, 1911, states that you are at liberty to consider this claim to the extent of $1,000, under section 246 of the Greater New York Charter, the same being chapter 601 of the Laws of 1907, as amended.

In a letter dated November 27, 1911, claimant's attorney states that if $1,000 is the largest amount you see fit to certify to the Board of Estimate and Apportionment, under and pursuant to the section above mentioned, that claimant will accept the sum in full satisfaction of his claim.

The attorney for claimant also states in said letter that the contractor informs him that the actual cost of the labor and materials for which payment is sought is about 15 per cent. less than the full amount claimed, or $1,746.75.

This statement is substantially corroborated by Peter Guthy, the contractor, in his examination under oath in the Department of Finance. It will be noted from the testimony given upon that occasion, a copy of which is transmitted herewith, that Mr. Guthy was examined in detail concerning the actual outlay made by him for the materials and labor which he furnished, pursuant to the open market orders forming the subject matter of this claim.

As six vouchers covering the sum claimed have been duly certified to this Department for payment, and were it not for the fact that the total amount represented by said orders is in excess of $1,000, and thus in violation of section 419 of the Charter, and the question arising as to whether the work called for by said orders was required by the contract, there would be a legal obligation upon the part of the City to pay this claim.

Recently, however, at a conference with Deputy Comptroller Douglas Mathewson, it was determined that the greatest amount the City could pay in satisfaction of this claim would be as follows:

For furnishing of labor and materials in erecting and completing the steam heating apparatus, $590.20, less $102 profit	$488 20

Excavation for change of entrance and by reason of new sidewalk, curbs, sheathing, etc.	150 00
Two I-beams, etc.	73 25
Extra inside doors on toilets. (Plans failed to reveal same. See report of Law Clerk Marcley, dated August 12, 1912, stating that there were other inside doors besides those on toilets)	253 28
Total	$964 73

The above amounts are based upon the report of Assistant Engineer W. H. Roberts, dated May 8, 1910, referred to herein and transmitted herewith.

In view of the Acting Corporation Counsel having advised this Department that payment may not be made for more than $1,000, and as the actual outlay of claimant's assignor for the services rendered and materials furnished appears to be in excess of that amount, and as there is no question but what the City has received a benefit greater than that which is represented by said sum, it is respectfully recommended that you issue your certificate for the sum of $964.73, pursuant to section 246 of the Greater New York Charter.

The above recommendation is made, having in mind the fact that an action has been instituted by claimant, which is still pending, and that the City, through its officials and employees, has been put to certain trouble and expense in connection therewith. Said action, however, has not progressed to any extent, issue only being joined and a notice of trial served. Therefore, the cost of litigation and a reasonable allowance for the services of the different officials and employees of the City in connection therewith would represent an inconsiderable sum and in no way warrant the payment of an amount less than that recommended above.

In the event of the Board of Estimate and Apportionment authorizing the payment of the sum set forth above, or any portion thereof, the same should be paid from the fund entitled "C. P. Q.—7, 1909, Public Comfort Stations, Construction of Two, Queens." Respectfully, H. C. W. MELICK, Auditor of Accounts.

Approved: Jos. L. HANCE, Acting Chief, Division of Law and Adjustment.

Approved August 20, 1912. Amount to be certified represents value, less profits, and an extent to which City benefited.

D. MATHEWSON, Deputy and Acting Comptroller.

The following resolution was offered:

Resolved, That, pursuant to section 246 of the Greater New York Charter, being chapter 601 of the Laws of 1907 of the State of New York, as amended, the Board of Estimate and Apportionment hereby determines that the City has received a benefit from Anthony Blumlein, as assignee of Peter Guthy, and is justly and equitably obligated to pay to the said Anthony Blumlein, as assignee of Peter Guthy, without interest, the sum of $964.73, for work performed and materials furnished in connection with a certain contract entered into with the aforesaid Peter Guthy and the President of the Borough of Queens, on or about November 19, 1908, for the construction of a comfort station in said Borough; that said sum shall be paid in full satisfaction of the claim which has been presented on behalf of Anthony Blumlein, as assignee of Peter Guthy, for the services and materials above mentioned; that the interests of the City will be best subserved by the payment thereof; that said sum shall be paid only upon the execution by the said Anthony Blumlein of a full release in favor of the City in such form as may be approved by the Corporation Counsel, together with the filing of a discontinuance of the action instituted by him, without costs, and a proper assignment of this claim from the contractor in the Department of Finance, the same to be approved as to form by the Corporation Counsel, and the Comptroller is hereby, upon compliance with the above conditions, authorized to pay said sum from the account entitled "C. P. Q. 7, 1909, Public Comfort Stations, Construction of Two—Queens."

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 Secretary presented the following report of the Comptroller certifying pursuant to section 246 of the Charter, claim of Shellas & Chesnutt, in the sum of $71.23, without interest, for linoleum furnished the Board of City Magistrates, Second Division, in 1906:

City of New York, Department of Finance, Comptroller's Office, September 11, 1912.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—Under and pursuant to the provisions of section 246 of the Greater New York Charter, being chapter 601 of the Laws of 1907 of the State of New York, as amended, entitled "An Act to amend the Greater New York Charter in relation to the powers of the Board of Estimate and Apportionment," I hereby certify that a claim has been presented by Shellas & Chesnutt for the sum of $86.10, which is alleged to be due for certain linoleum furnished and delivered to the Board of City Magistrates, Second Division, during 1906; that the action which has been instituted on this claim has been placed on the reserve general calendar; that said linoleum appears to have been ordered in an informal manner; that the same was furnished in good faith and actually received and used by the said Board of City Magistrates in the 4th and 8th District Courts; that the appropriation for the year 1906 from which said claim should have been paid has not sufficient funds remaining therein to pay said claim; that, although this claim is illegal and invalid against The City of New York, yet, notwithstanding, in my judgment it is equitable and proper for the City to pay said claim in the sum of $71.23, claimants' sworn actual outlay for the goods, inasmuch as the City has received a benefit and derived an advantage which in money value is equal to such sum, and that $71.23 is the amount which should be paid in full satisfaction of said claim, upon condition, however, that the action instituted on said claim be discontinued without costs to the City. Respectfully, WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, September 6, 1912.

In the matter of application No. 1033B of Shellas & Chesnutt for the certification of their claim (No. 65,096) for $86.10, under section 246 of the Charter, to the Board of Estimate and Apportionment.

ALBERT E. HADLOCK, Esq., *Chief, Division of Law and Adjustment:*

Sir—This claim in its original form was disallowed by the Comptroller, and it now appears and is presented as an illegal and invalid claim, for certification to the Board of Estimate and Apportionment. The facts which appear in full in my report of September 4, 1912, have been passed upon by the Corporation Counsel, and under date of July 6, 1912, he has written "Under the decision of the Dady case and the opinion rendered by this office to you on November 3, 1911, as to its meaning and effect this claim may, if you deem proper, be certified to the Board of Estimate and Apportionment under the provisions of section 246 of the Charter."

The facts, in brief, are: Shellas and Chesnutt furnished, in 1906, linoleum and services to the 4th and 8th District Courts, Second Division, at prices aggregating $86.10, upon an order issued on a resolution of the Board of City Magistrates, Second Division, passed April 25, 1906. Because of informality and improper vouchering (said Board of Magistrates has ceased to exist as it was in 1906), said claim is presented under section 246 of the Charter.

City Magistrate Edward J. Dooley, as "late President of the Board of City Magistrates, Second Division," has certified that the floor coverings referred to in said claim were necessary at the time they were laid, and the bill is just, true and correct.

The Corporation Counsel states that the Statute of Limitations has not run against this claim. Claimants have shown that their net cost or outlay for the 105¾ yards of linoleum laid, exclusive of interest or profit, was $71.23. As the City received and used the goods, delivered as aforesaid in good faith, I think it just and equitable to allow claimants their actual cost or outlay therefor, $71.23.

Therefore, the claim being illegal and one which may be submitted to the Board of Estimate and Apportionment under section 246, I recommend that this claim be certified to said Board for payment in the sum of $71.23, a just and reasonable sum under the circumstances; and that payment be made from the fund "Revenue Bond Fund for Claims, Miscellaneous, R. C. L. 11," as the appropriation from which said claim should otherwise have been paid, has no funds remaining therein; upon condition, however, that the action instituted on said claim be discontinued without costs against the City. Respectfully,

EDWIN W. IVINS, Auditor of Accounts.

Approved: ALBERT E. HADLOCK, Chief, Division of Law and Adjustment, September 10, 1912.

Approved: D. MATHEWSON, Deputy and Acting Comptroller, September 11, 1912.

The following resolution was offered:

Resolved, That pursuant to section 246 of the Greater New York Charter, being chapter 601 of the Laws of 1907 of the State of New York, as amended, the Board of Estimate and Apportionment hereby determines that the City has received a benefit from Shellas & Chesnutt, and is justly and equitably obligated to pay, without interest the sum of $71.23 for linoleum furnished the Board of City Magistrates, Second Division, in 1906; that the said sum shall be paid in full satisfaction of the claim which has been presented on behalf of Shellas & Chesnutt for linoleum and the laying thereof, as above mentioned; that the interests of the City will be best subserved by the payment thereof, and that said sum shall be paid only upon the execution by said claimant of a full release in favor of the City in such form as may be approved by the Corporation Counsel, and the Comptroller is hereby authorized to pay said claim in the sum of $71.23 from the fund "Revenue Bond Fund for Claims, Miscellaneous, R. C. L. 11"; upon condition, however, that the action instituted on said claim be discontinued without costs to the City.

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 Secretary presented the following report of the Comptroller certifying pursuant to section 246 of the Charter, claim of Gasteiger & Schaefer, in the sum of $224.62, without interest, for hay furnished the Fire Department during January and February, 1912, under contract No. 31,935:

The City of New York, Department of Finance, Comptroller's Office, September 13, 1912.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—Under and pursuant to the provisions of section 246 of the Greater New York Charter, being chapter 601 of the Laws of 1907 of the State of New York, as amended, entitled, "An Act to amend the Greater New York Charter in relation to the powers of the Board of Estimate and Apportionment," I hereby certify that a claim has been presented by Gasteiger & Schaefer for the sum of $281.93, which is alleged to be due for certain hay furnished and delivered to the Fire Department under contract No. 31,935 during January and February, 1912; that no action has been instituted on this claim; that said hay did not comply with the specifications of the contract under which it was delivered; that the same was furnished in good faith, and was actually received and used by the Fire Department, that the prices charged have been reduced to figures which are the actual outlay of the contractors without profit or interest and are just and reasonable; that the appropriation for the year 1912 from which said claim should be paid has sufficient funds remaining therein to pay said claim; that, although, as the Corporation Counsel advises, this claim is illegal and invalid against The City of New York, because of such failure to comply with contract specifications, yet, notwithstanding, in my judgment it is equitable and proper for the City to pay said claim in the sum of $224.62, inasmuch as the City has received a benefit and derived an advantage which in money value is equal to such sum, and that $224.62 is the amount which should be paid in full satisfaction of said claim. Respectfully,

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, September 12, 1912.

In the matter of application No. 1026-B, of Gasteiger & Schaefer, for the sum of $281.93, alleged to have been improperly deducted from a bill and voucher for hay supplied by them to the Fire Department in 1912.

ALBERT E. HADLOCK, Esq., *Chief, Division of Law and Adjustment:*

Sir—My former report, dated May 28, 1912, in this matter, was submitted to the Corporation Counsel, and in his opinion thereon, dated July 9, 1912, he says: "The hay rejected did not comply with the specifications and, for that reason, the contractor is not entitled to the contract price therefor. However * * * a situation arises which permits the claimant to obtain relief under section 246 of the Charter, the claim being illegal for the reason stated."

Applicants entered into contract No. 31,935, January 16, 1912, with the Fire Department, to furnish hay for the use of said Department. During January and February, 1912, under said contract, they furnished in good faith 39,388 pounds of hay, which was rejected by the inspectors of this department, and applicants were directed to replace it with hay that would pass this inspection. They replaced 23,638 pounds with acceptable hay, and the balance thereof, 15,750. was fed to the fire horses while awaiting its replacement.

The 15,750 pounds of hay which were fed while awaiting replacement were billed to the City at $1.79 a hundredweight, the full contract price, $281.93. "The hay rejected did not comply with the specifications, and for that reason, the contractor is not entitled to the contract price therefor"; still, as the City consumed the 15,750 pounds of hay and derived a benefit therefrom, I think it equitable and just to allow the contractors their cost price thereof, plus a fair price for the hauling thereof, and have therefore allowed the applicants $1.35 per cwt., its cost price, and $12 for trucking the hay, a total of $224.62, which is not more than the hay cost them delivered to the Fire Department stables, nor more than their actual outlay without profit and without interest; as the City has received a benefit and derived an advantage which in money value is equal to such sum. This claim has not been litigated.

Therefore, the claim being illegal and one which may be submitted to the Board of Estimate and Apportionment under section 246, I recommend that this claim be certified to said Board for payment in the sum of $224.62, a just and reasonable sum under the circumstances; and that payment be made from the fund "Fire Department, Forage, Maintenance and Operation, 895-1912," that being the fund to which all payments under contract No. 31,935 are chargeable. Respectfully,

EDWIN W. IVINS. Auditor of Accounts.

Approved, September 13, 1912: ALBERT E. HADLOCK, Chief, Division of Law and Adjustment.

Approved September 13, 1912: D. MATHEWSON, Deputy Comptroller.

The following resolution was offered:

Resolved, That pursuant to Section 246 of the Greater New York Charter, being chapter 601 of the Laws of 1907 of the State of New York, as amended, the Board of Estimate and Apportionment hereby determines that the City has received a benefit from Gasteiger & Schaefer, and is justly and equitably obligated to pay, without interest, the sum of $224.62 for 15,750 pounds of hay, billed at $281.93, furnished the Fire Department during January and February, 1912, under contract No. 31,935; that the said sum shall be paid in full satisfaction of the claim which has been presented on behalf of Gasteiger & Schaefer for the hay above mentioned; that the interests of the City will be best subserved by the payment thereof, and that said sum shall be paid only upon the execution by said claimant of a full release in favor of the City in such form as may be approved by the Corporation Counsel, and the Comptroller is hereby authorized to pay said claim in the sum of $224.62 from the fund "Fire Department, Forage, Maintenance and Operation, 895—1912."

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 Secretary presented the following report of the Comptroller certifying, pursuant to section 246 of the Charter, claim of Baldwin Engineering Company in the sum of $844.35, without interest, for labor and material furnished in connection with work in various public buildings in the Borough of Manhattan:

City of New York, Department of Finance, Comptroller's Office, September 16, 1912.

To the Honorable, the Board of Estimate and Apportionment:

Gentlemen—Under and pursuant to the provisions of section 246 of the Charter, I hereby certify that the Baldwin Engineering Company has presented a claim for labor and material furnished for use in the Borough of Manhattan; that the labor and material furnished were for the repair of pipes and manhole plates, for replacing pipe in various bath houses, and for repairs at the Hall of Records, in the Borough of Manhattan, in the months of March and April, 1908; that the work and material were furnished on irregular orders, and the claim is illegal and invalid as against the City, but notwithstanding, in my judgment it is equitable and proper for the City to pay the actual cost of such labor and material, inasmuch as the City has received value for the same; that William B. Leonard, on or about the 16th of August, 1910, was appointed temporary receiver in bankruptcy of the Baldwin Engineering

Company and thereafter he was elected a trustee of the estate of the bankrupt by the creditors, and such appointment was duly confirmed by order entered in the United States District Court for the Southern District of New York on or about the 16th of October, 1910; that by an order of the Court the said William B. Leonard, as Trustee in Bankruptcy of the Baldwin Engineering Company, was authorized and directed to settle and adjust the said claim of the bankrupt estate against the City of New York, aggregating $1,113.88, for the aggregate sum of $844.35, and Leonard was further empowered to execute and deliver all necessary vouchers, receipts, satisfactions and releases as may be required to secure the payment thereof; that the said sum of $844.35, was the actual outlay for the labor and material furnished, and is the amount which should be paid in full satisfaction of the said claim, and that that sum should be paid to the said William B. Leonard, as Trustee in Bankruptcy, upon the execution of a full release of all claims against the City by reason of furnishing said labor and supplies. Respectfully, WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, April 29, 1912.

> In the matter of the application made by Baldwin Engineering Company for the adjustment by the Board of Estimate and Apportionment, under section 246 of the Charter, of its claim for $1,113.88, alleged to be due for labor and material furnished in the Borough of Manhattan.

Hon. William A. Prendergast, *Comptroller:*

Sir—Under date of the 25th of March, 1909, a report was made by me upon this application, in which the facts in the case were fully set forth. It was recommended in that report that the Corporation Counsel be requested to advise you as to whether or not the claim might properly be presented to the Board of Estimate and Apportionment for adjustment under said section. In answer to a request for such advice, a communication dated the 21st of September, 1909, was received from Acting Corporation Counsel G. L. Sterling, in which he stated: "Without referring specifically to the nature of this claim, it will suffice to say that the work in question was done mostly upon orders received over the telephone from Acting Superintendent of Public Buildings and Offices John H. Stewart, that these were open orders without compliance with section 419 of the Charter, and the claim was rejected by the Comtproller on the ground that the expenditure was not properly authorized, the requisite orders not having been issued by the Commissioner of Public Works, nor by the Borough President. Inasmuch as there was power in the Commissioner, and in the Borough President, to order this work, if accompanied by a certificate of necessity, as required by section 419 of the Charter, and that in ordering this work done, amounting in each instance to a sum less than one thousand dollars, Mr. Stewart was acting presumably under the authority of his Chief, and that there appears to be no intent to evade the statute, the objection being only that in this respect the Charter provision was not complied with, and inasmuch as the work done was emergency work, I am of the opinion that the claim is proper to be certified to the Board of Estimate and Apportionment, if, in the judgment of the Comptroller, it is just and equitable."

For the purpose of compliance with the resolution of the Board of Estimate and Apportionment, adopted the 7th of March, 1912, in which was formulated a policy adopted by the said Board in the adjustment of claims of this character, Blanche Arden, who was in the employ of the Baldwin Engineering Company at the time the indebtedness is alleged to have been incurred, and who was subsequently in charge of the books of the claimant company, having been engaged as Stenographer and Typewriter by William B. Leonard, a Trustee in Bankruptcy of the said Company, testified under oath concerning the cost of each item of the labor and materials furnished, the aggregate of which was $844.35. This testimony is transmitted herewith.

Examiner William McArthur, employed in the Division of Law and Adjustment of this Department, in a report, transmitted herewith, stated as a result of his examination into the cost of the labor and materials for which claim is made, that he went through the books of the company and found that the cost as stated by the witness was correctly given, and the actual cost was $844.35.

It would appear from the foregoing that the City has received a benefit from the labor and materials supplied, the money value of which would be $844.35.

Herewith transmitted is a certified copy of an order, issued out of the United States District Court for the Southern District of New York, on the 29th of April, 1912, in the matter of the Baldwin Engineering Company, a bankrupt, reciting that it appeared "by the petition of William B. Leonard, Trustee in Bankruptcy in the above entitled proceeding, verified the 29th day of April, 1912, hereto annexed and filed herewith, that the said William B. Leonard was heretofore and on or about the 16th day of August, 1910, appointed temporary Receiver, and that thereafter the said petitioner was duly elected the Trustee of the estate of the above named bankrupt by the creditors thereof, and that said appointment was duly confirmed by an order entered herein on or about the 16th day of October, 1910; that included in the assets of the bankrupt estate were certain claims against The City of New York aggregating $1,113.88, for labor performed and material furnished in connection with various public buildings of said City; that the said petitioner found that the said claims had already been presented to the proper officers of The City of New York, but that payment thereon had been refused on the ground that the Baldwin Engineering Company had no order or authorization for said work from any officer of The City of New York, authorized and empowered to contract therefor; that the said petitioner investigated the said claims and found that no order of record for such materials and labor was ever received by the Baldwin Engineering Company, and that he was advised that such said claims were not legally enforceable against The City of New York by reason thereof; that the only way by which payment thereon could be secured would be by recommendation and approval for payment by the Board of Estimate and Apportionment, and that such said Board had full power and authority to fix such terms and conditions of settlement as it might deem advisable; that thereafter the said claim was approved for settlement by the Board of Estimate and Apportionment of The City of New York, and that the Comptroller of The City of New York advised that the settlement thereof could be made upon proof of the actual cost of said labor and material furnished by the said Baldwin Engineering Company to the said City; that the petitioner thereupon presented proof of such actual cost to the proper officers of The City of New York, and that he is advised that such said claim would be settled and adjusted at the sum of $844.35; that unless such said terms of settlement are accepted such claim is not enforceable and no payment thereon can be secured." It was thereupon ordered "that the said William B. Leonard, as Trustee in Bankruptcy of the Baldwin Engineering Company, be and hereby is authorized and directed to settle and adjust the claims of the said bankrupt estate against The City of New York aggregating $1,113.88, for labor and materials furnished to said City without order of the officers authorized and empowered to contract therefor, and on this account legally unenforceable against said City, at the actual cost to the said Baldwin Engineering Company of such labor and materials for the aggregate sum of $844.35, and that the said William B. Leonard, as Trustee, be and he hereby is authorized and empowered to execute and deliver any and all necessary vouchers, receipts, satisfactions and releases on such said claims that may be required to secure the payment thereof."

In view of the facts herein set forth, it is respectfully recommended that the certificate prescribed in section 246 of the Charter as a requisite for the adjustment of this claim by the Board of Estimate and Apportionment, be issued in favor of William B. Leonard, as Trustee of the estate of the bankrupt, Baldwin Engineering Company, in the said sum of $844.35, that allowance being reasonable and just.

Respectfully, JOS. L. HANCE, Auditor of Accounts.

Approved May 1, 1912: Albert E. Hadlock, Chief of the Division of Law and Adjustment.

Approved May 16, 1912, subject to proof of appointment and qualification of Trustee: D. Mathewson, Deputy and Acting Comptroller.

The proof required by Deputy Comptroller Mathewson is transmitted herewith, consisting of a certified copy of the appointment of Leonard as Trustee in Bankruptcy, with the approval of the appointment of the Referee in Bankruptcy, and Leonard's acceptance. Also transmitted is a certified copy of Order No. 13921 by the Trustee in Bankruptcy approving Leonard's bond in the sum of $15,000.

September 16, 1912. JOS. L. HANCE, Auditor of Accounts.

The following resolution was offered:

Resolved, That, pursuant to section 246 of the Charter, being chapter 601 of the Laws of 1907 of the State of New York, as amended, the Board of Estimate and Apportionment hereby determines that the City has received a benefit from the Baldwin Engineering Company and is justly and equitably obligated to pay to the said company the sum of eight hundred and forty-four dollars and thirty-five cents ($844.35), without interest, for certain labor and material furnished for repairs to certain public baths and at the Hall of Records, in the Borough of Manhattan, during the months of March and April, 1908; that the said sum shall be paid to William B. Leonard, trustee in bankruptcy of the Baldwin Engineering Company, in full satisfaction of the claim which has been presented by the said company for the labor and material above mentioned; that the interests of the City would be best subserved by the payment thereof; that the said sum shall be paid only upon the execution of a full release in favor of the City of all claims on account of such labor and material, in such form as may be approved by the Corporation Counsel, and the Comptroller is hereby authorized to pay the said amount from the fund "R. C-1, 11-B, Revenue Bond Fund for Claims," to be reimbursed from the General Fund.

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 Secretary presented the following report of the Comptroller referring to the request of the Commissioner of Water Supply, Gas and Electricity for authority to purchase a 10-foot strip of land between Johnson and Netherland avenues, Borough of The Bronx, for the sum of $1,500, which request was denied by resolution adopted by this Board June 20, 1912, and the Commissioner authorized to acquire said property by condemnation proceedings—and recommending that said resolution be rescinded, and that the Commissioner be authorized to purchase said property as requested, pursuant to section 507 of the Charter, for the reason that the Corporation Counsel has stated that although the price of $1,500 might be excessive it would be advisable for the City to purchase the property at that sum inasmuch as the cost by condemnation would amount to considerably more than $1,500, and as no steps have been taken by the Corporation Counsel to acquire title to these premises any further delay would seriously embarrass the Department of Water Supply, Gas and Electricity in the installation in this section of the water main forming part of the distribution system of the Borough of The Bronx:

(At the meeting of March 21, 1912, a communication from the Commissioner of Water Supply, Gas and Electricity, requesting authority, pursuant to section 507 of the Charter, to purchase the above property, for the sum of $1,500, was presented to the Board and referred to the Comptroller.)

(On June 20, 1912, the report of the Comptroller recommending that said request be denied and that the premises be acquired by condemnation proceedings, was presented to the Board and a resolution adopted in accordance with said recommendation.)

(The communication from the Commissioner of Water Supply, Gas and Electricity requesting the acquisition of the above property at private sale for $1,500, the report of the Deputy and Acting Comptroller recommending that said request be denied and the resolution adopted by this Board denying the request are printed in the Financial Minutes of the meeting held June 20, 1912, at pages 2814-2815 of the pamphlet.)

City of New York, Department of Finance, Comptroller's Office, September 16, 1912.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—At a meeting of your Board held March 21, 1912, there was referred to the Comptroller a communication addressed to the Board of Estimate and Apportionment by the Commissioner of the Department of Water Supply, Gas and Electricity, requesting authority to purchase a ten-foot strip of land between Johnson and Netherland avenues, in the Borough of The Bronx, containing 1,870.61 square feet, owned by Edgehill Terraces Company and the Estate of Isaac G. Johnson. The resolution approving the map of this ten-foot strip of land was adopted by the Board of Estimate and Apportionment on January 25, 1912. The Commissioner of the Department of Water Supply, Gas and Electricity requested the purchase of this land at private sale for the sum of $1,500.

This price I deemed to be excessive, and in a report dated June 18, 1912, I recommended that the request of the Commissioner of the Department of Water Supply, Gas and Electricity be denied, and that the premises be acquired by condemnation proceedings, which resolution was adopted at a meeting of your Board held on June 20, 1912. The Corporation Counsel has not, up to this date, taken any action to institute such proceedings.

Upon receipt of this resolution authorizing the acquisition of these premises by condemnation, the Corporation Counsel stated that, although the price of $1,500 might be excessive, it would be advisable for the City to purchase the property at that sum, inasmuch as the cost by condemnation would amount to considerably more than $1,500.

Under date of September 12, 1912, the Deputy Commissioner of the Department of Water Supply, Gas and Electricity addressed the following communication to me:

> "In relation to the purchase of a ten-foot strip of land across the property of Isaac G. Johnson and the Edgehill Terraces Company, between Johnson and Netherland avenues, Borough of The Bronx, which property the Department recommended to the Board of Estimate and Apportionment be secured by private purchase so as to avoid, if possible, the expense of condemnation proceedings.
>
> "Upon learning that your Department considered the purchase price of $1,500 excessive for this parcel, request was made upon the Corporation Counsel to acquire the land by condemnation proceedings.
>
> "This property is required for the purpose of installing a section of a water main forming part of the distribution system of the Borough of The Bronx. The contractor who was to lay this section of main and other pipes has reached the above location and, on account of the City not being in legal possession of the property, is obliged to suspend further work on his contract. Because of this he may make a demand for an extension of time and it is possible that he may sue the City for damages for delaying the completion of his work.
>
> "The section of the main which would occupy this ten-foot strip of land is absolutely necessary. The only other route which might be taken is along Johnson avenue, but the objections to the laying of the pipe through this avenue are as follows:
>
> "1. The line is 900 feet shorter than the line along Johnson avenue, thereby saving the City, after deducting the cost of the land, about $6,500;
>
> "2. It is a much more direct and straight line, avoiding a very acute angle at the junction of Johnson avenue and Kappock street, at which point the main would almost return upon itself.
>
> "In view of the above, I believe that it would be to the City's interests to purchase this property at private sale, and think that the price of $1,500 is not excessive."

No steps have been taken by the Corporation Counsel up to the present time to acquire title to these premises, and any further delay would seriously embarrass the Department of Water Supply, Gas and Electricity in the installing of this section of the water main forming part of the distribution system of the Borough of The Bronx.

In view of the statements made by the Corporation Counsel and by the Department of Water Supply, Gas and Electricity, I respectfully recommend that the resolution of June 20, 1912, authorizing the acquisition of these premises by condemnation proceedings, be rescinded; and I further recommend that the Board of Estimate and Apportionment, pursuant to section 507 of the Charter, authorize the Commissioner of the Department of Water Supply, Gas and Electricity to agree with the owners for the purchase of the ten-foot strip of land between Johnson and Netherland avenues, in the Borough of The Bronx, as shown on the map approved by the Board of Estimate and Apportionment on January 25, 1912, at private sale for a sum not exceding $1,500. Respectfully.

WM. A PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the resolution adopted by the Board of Estimate and Apportionment June 20, 1912, which reads as follows:

> "Resolved, That the Board of Estimate and Apportionment hereby *denies* the request of the Commissioner of Water Supply, Gas and Electricity, as set forth in a communication dated March 14, 1912, for authority, pursuant to section 507 of the Greater New York Charter, to agree with the owners of a ten-foot strip of land between Johnson and Netherland avenues, Borough of The Bronx (shown on a map approved by this Board January 25, 1912), for the purchase of said property, for the purposes of said department, at private sale at fifteen hundred dollars ($1,500)."

—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 resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 507 of the Greater New York Charter, hereby authorizes the Commissioner of the Department of Water Supply, Gas and Electricity to agree with the owners of the ten (10) foot strip of land between Johnson and Netherland avenues, Borough of The Bronx (shown on a map approved by this Board January 25, 1912), for the purchase of said property, for the purposes of said department, at private sale at a price not exceeding fifteen hundred dollars ($1,500).

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 Secretary presented the following communication from the Secretary of the Board of Justices of the Municipal Court of The City of New York, recommending that the salary of the Court Stenographers be increased to $3,000 per annum each, together with a report of the Committee on Salaries and Grades recommending that said request be not approved, for the reason that there are no funds available in the 1912 Budget appropriation to provide for the proposed increases:

(On May 16, 1912, the above request was referred to said committee.)

Municipal Court of the City of New York, Board of Justices.

Hon. Joseph Haag, *Secretary, Board of Estimate and Apportionment:*

Dear Sir—Your attention is respectfully called to the following resolution adopted at a meeting of the Board of Justices, Municipal Court, City of New York, held on May 7, 1912.

Whereas, The Court Stenographers employed in the Municipal Court of the City of New York have had no increase in salary since 1857, and

Whereas, Since that time the jurisdiction of the Court has been increased from $250 to $500, and

Whereas, All other persons connected with the Court have had an increase in salary at some period since that time and having in mind that the cost of living has increased in this city at least fifty per cent. in the last twenty-five years, and knowing the difficulty of the work performed, the long hours necessarily engaged in court and out of it, the interest and conscientiousness displayed by the men so employed in their successful endeavor to do the work properly, and believing they are entitled on their merits to an increase of one thousand dollars per annum, be it,

Resolved, That the Board of Justices of the Municipal Court of the City of New York, do hereby recommend to the Board of Estimate of the City of New York that the Salaries of the Municipal Court Stenographers be increased one thousand dollars per annum. Further,

Resolved, That a Committee of the Board of Justices be appointed by the President of the Board to appear before the Board of Estimate and Apportionment to advocate the increase hereby recommended. Respectfully submitted,

JAMES J. DEVLIN, Secretary.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, August 28, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On May 13, 1912, the Secretary of the Board of Justices of the Municipal Court of The City of New York transmitted a resolution adopted by the Board on May 7, 1912, recommending that the salaries of the Court Stenographers be increased to $3,000 per annum each.

There are 45 stenographers in the 24 District Municipal Courts at $2,000 per annum each. The request involves a total yearly increase of $45,000.

There are no funds available in the Budget appropriation for 1912 to provide for the proposed increases.

We recommend, therefore, that the request be not approved. Respectfully,

DOUGLAS MATHEWSON, Deputy and Acting Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen, Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby *disapproves* of the request of the Board of Municipal Justices, as set forth in a resolution adopted by said Board May 7, 1912, that the salaries of the Court Stenographers be increased to three thousand dollars ($3,000) per annum.

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 Secretary was directed to transmit a copy of the report of the above Committee to the Secretary, Board of Justices, Municipal Courts, City of New York.

The Secretary presented the following communication from the Chief Clerk of the Court of Special Sessions requesting the establishment of various grades of positions in said Court, together with a report of the Committee on Salaries and Grades recommending that said request be not approved, for the reason that there are no funds available in the Budget appropriation for 1912 to provide for the proposed increases in salaries:

(On June 13, 1912, the above request was referred to said committee.)

Court of Special Sessions of The City of New York, May 31, 1912.

Board of Estimate and Apportionment, City of New York:

Dear Sirs—Request is hereby made for the establishment of the following grades of position in The Court of Special Sessions of The City of New York:

Position.	Present Salary.	Salary Requested.	Increase.
Clerk to Chief Clerk	$1,500 00	$1,650 00	$150 00
Stenographer, Chief Clerk's Office	1,500 00	1,650 00	150 00
Messenger	900 00	1,200 00	300 00
Deputy Clerk, Manhattan and The Bronx	2,000 00	2,250 00	250 00
Court Stenographer, Manhattan and The Bronx.	3,000 00	3,200 00	200 00
Clerk (2), Manhattan and The Bronx	1,800 00	2,000 00	200 00
Clerk, Manhattan and The Bronx	1,500 00	1,800 00	300 00
Clerk, Manhattan and The Bronx	1,350 00	1,500 00	150 00
Deputy Clerk, Children's Part, Manhattan and The Bronx	2,750 00	2,900 00	150 00
Assistant Clerk, Children's Part, Manhattan and The Bronx	2,250 00	2,400 00	150 00
Clerk, Children's Part, Manhattan and The Bronx	1,650 00	1,800 00	150 00
Clerk of Court, Brooklyn	4,000 00	4,500 00	500 00
Deputy Clerk, Brooklyn	3,500 00	4,000 00	500 00
Clerk of Court, Queens	2,000 00	2,500 00	500 00
Clerk of Court, Richmond	2,000 00	2,500 00	500 00
Court Stenographer, Brooklyn	2,000 00	2,250 00	250 00
Interpreter, Italian, Brooklyn	1,200 00	1,500 00	300 00
Stenographer and Typewriter, Brooklyn	1,200 00	1,500 00	300 00
Clerk, Brooklyn	1,200 00	1,500 00	300 00
Clerk, Children's Part, Brooklyn	3,000 00	3,250 00	250 00
Deputy Clerk, Children's Part, Brooklyn	2,000 00	2,250 00	250 00
Clerk, Children's Part, Brooklyn	1,800 00	2,000 00	200 00
Clerk, Children's Part, Queens	2,000 00	2,250 00	250 00
Clerk, Children's Part, Richmond	2,000 00	2,250 00	250 00
Stenographer and Typewriter, Office of Chief Probation Officer	1,050 00	1,200 00	150 00
Probation Officers (30)	1,200 00	1,500 00	9,000 00

Respectfully, FRANK W. SMITH, Chief Clerk.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, August 28, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On May 31, 1912, the Chief Clerk of the Court of Special Sessions requested the establishment, pursuant to the provisions of section 56 of the Greater New York Charter, of the following grades of positions:

Position.	Annual Salary Rate Requested.
Clerk to Chief Clerk	$1,650 00
Stenographer, Chief Clerk's office	1,650 00
Messenger	1,200 00
Deputy Clerk, Manhattan and Bronx	2,250 00
Deputy Clerk, Manhattan and Bronx	2,900 00
Stenographer, Manhattan and Bronx	3,200 00
Clerk, 2, Manhattan and Bronx	2,000 00
Clerk, Manhattan and Bronx	1,800 00
Clerk, Manhattan and Bronx	1,500 00
Assistant Clerk, Manhattan and Bronx	2,400 00
Clerk, Manhattan and Bronx	1,800 00
Clerk of Court, Brooklyn	4,500 00
Deputy Clerk, Brooklyn	4,000 00
Clerk of Court, Queens	2,500 00
Clerk of Court, Richmond	2,500 00
Stenographer, Brooklyn	2,250 00
Interpreter, Brooklyn	1,500 00
Stenographer and Typewriter, Brooklyn	1,500 00
Clerk, Brooklyn	1,500 00
Clerk, Brooklyn	3,250 00
Deputy Clerk, Brooklyn	2,250 00
Clerk, Brooklyn	2,000 00
Clerk, Queens	2,250 00
Clerk, Richmond	2,250 00
Stenographer and Typewriter, Office of Chief Probation Officer	1,200 00
Probation Officers, all Boroughs	1,500 00

The request involves a total yearly increase of $15,850 in salaries. There are no funds available in the Budget appropriation for 1912 to provide for the increase.

We recommend, therefore, that the request be not approved. Respectfully,

DOUGLAS MATHEWSON, Deputy and Acting Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen, Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby *disapproves* of the request of Chief Clerk of the Court of Special Sessions, as set forth in a communication dated May 31, 1912, for the establishment of the grades of positions of Clerk to the Chief Clerk at $1,650 per annum; Stenographer, Chief Clerk's office, at $1,650 per annum; Messenger, at $1,200 per annum, and various other positions, as specified therein.

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 Secretary was directed to transmit a copy of the report of the above Committee to the Chief Clerk, Court of Special Sessions.

The Secretary presented the following communication from the Commissioner of Jurors for the County of Kings, requesting an increase in the salary of a Clerk from $1,800 to $2,100 per annum, together with a report of the Committee on Salaries and Grades recommending that said request be not approved, for the reason that there are no funds available in the Budget appropriation for 1912 to provide for said increase:

(On May 2, 1912, the above request was referred to said Committee.)

Office of the Commissioner of Jurors for the County of Kings, Borough of Brooklyn, N. Y., April 26, 1912.

To the Honorable Board of Estimate and Apportionment:

Gentlemen—I respectfully request under chapter 564, section 6 of the Laws of 1902, that your honorable body increase the salary of Daniel F. M. Furguson from $1,800 to $2,100; the reason for same are attached herewith. Respectfully, etc.,

THOMAS R. FARRELL, Commissioner of Jurors for the County of Kings.

Daniel F. M. Furguson entered the office of the Commissioner of Jurors October 4, 1882, as Fine Notice Server, was promoted to the position as Clerk June 1, 1883, at a compensation of $1,500 per annum; was increased to a salary of $1,800 in 1893, since which time he has not received any further increase. The position which he now holds is Clerk in Charge. The duties which have involved upon him are the most important in the clerical department. Comparing the work he does at present, it nearly doubles that of five years ago, necessitating him to remain after office hours each day to complete his work. By his time records will show during this last year four hundred hours overtime, and it has been about the same average during the past five years, for which he receives no extra compensation; and the work in this Department is increasing each succeeding year.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 17, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On April 26, 1912, the Commissioner of Jurors for the County of Kings requested increase in salary of a Clerk in his office from $1,800 to $21,000 per annum, pursuant to the provisions of section 6 of chapter 564 of the Laws of 1902.

Chapter 564 of the Laws of 1902 is an act in relation to jurors and to the appointment and duties of a Commissioner of Jurors in the County of Kings, and is in part as follows:

> Section 6. The number and salary or compensation of said clerks, stenographers, servers or jurors' notices and messengers shall be fixed by the board of estimate of the city of New York.

No funds for the increase are available in the Budget appropriations.

We recommend, therefore, that the request be not approved. Respectfully,

WM. A. PRENDERGAST, Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen, Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby *disapproves* of the request of the Commissioner of Jurors, Kings County, as set forth in a communication dated April 26, 1912, that the salary of the position of Clerk be increased from eighteen hundred dollars ($1,800) to twenty-one hundred dollars ($2,100) per annum.

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 Secretary was directed to transmit a copy of the report of the above Committee to the Commissioner of Jurors, Kings County.

The Secretary presented the following communication from the District Attorney of Richmond County, requesting the establishment of the grade of position of Chief Clerk at $1,800 per annum for 1 incumbent, together with a report of the Committee on Salaries and Grades recommending that said request be not approved, for the reason that there are no funds available in the Budget appropriation for 1912 to provide for the proposed increase in salary:

(On April 18, 1912, the above request was referred to said Committee.)

District Attorney's Office, Richmond County, Borough Hall, New Brighton, N. Y., April 11, 1912.

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

Gentlemen—On May 1, 1911, I addressed a communication to your Board requesting the establishment in this office of the additional position of Chief Clerk, which, on May 11, was referred to a Select Committee consisting of the Comptroller and the President of the Board of Aldermen. Under date of July 11, 1911, I was advised by your Secretary that on July 6 the Board had approved a recommendation contained in a report of the Select Committee that my request be returned "for inclusion in the departmental estimate for 1912." Accordingly, I included the position of Chief Clerk in my departmental estimate for 1912, but it was not allowed in the Budget.

I again respectfully ask for the establishment of this additional position at a salary of $1,800 per annum. In the business of this office it is absolutely necessary to have a competent person to have charge of the registers and other official records, to prepare affidavits and petitions when necessary, to keep the books of accounts, prepare pay-rolls and vouchers for expenditures and the monthly statements to the Finance Department of condition of the appropriations, look after the office correspondence, issue subpoenas for witnesses before the Grand Juries and the criminal terms of the courts, have charge of the office and the employees and generally to perform such work which, in private law practice, falls within the duties of a Managing Clerk.

The roster of the employees of this office shows one Stenographer and Typewriter, one Special Messenger and Subpoena Server, one Process Server and one Court Interpreter. The work above indicated has, since my incumbency which commenced on January 1, 1911, been performed by one of the employees appointed by me who is an exceptionally competent man, whose title bears no relation to the work he is mostly called upon to perform, and whose compensation is certainly inadequate for the valuable service he renders; and I feel that I have been asking from him more than his title and position requires to continue to perform the work briefly outlined above, and other necessary and important work requiring some legal equipment, and in this connection I beg to quote from my letter of May 1, 1911, above mentioned, "I venture to say that none of your honorable Board would for a moment think of conducting the volume of work falling to this office without an experienced and efficient Clerk."

I urgently request in the interest of the public service conducted through this office the establishment of position of Chief Clerk. Respectfully,

ALBERT C. FACH, District Attorney.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 17, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On April 11, 1912, the District Attorney of Richmond County requested the establishment for his office, pursuant to the provisions of section 56 of the Greater New York Charter, of the grade of Chief Clerk at $1,800 per annum for one incumbent. In connection therewith I report as follows:

The grade is proposed for an increase to an incumbent in the office. No funds for the increase are available in the Budget appropriations.

We therefore recommend that the request be not approved. Respectfully,

WM. A. PRENDERGAST, Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen, Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby *disapproves* of the request of the District Attorney of Richmond County, as set forth in a communication dated April 11, 1912, for the establishment of an additional grade of the position of Chief Clerk at eighteen hundred dollars ($1,800) per annum.

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 Secretary was directed to transmit a copy of the report of the above Committee to the District Attorney, Richmond County.

The Secretary presented the following communication from the Chief of the Bureau of Licenses, Mayor's Office, requesting the establishment of the grade of position of Chief of Bureau to permit of increasing his compensation from $3,500 to $5,000 per annum, together with a report of the Committee on Salaries and Grades, recommending that said request be not approved, for the reason that there are no funds available in the Budget appropriation for 1912 to provide for the proposed increase in salary:

(On May 31, 1912, the above request was referred to said Committee.)

Mayor's Office, Bureau of Licenses, City Hall, New York, May 23, 1912.

To the Honorable Board of Estimate and Apportionment, 277 Broadway, New York City:

Gentlemen—I have the honor to request that establishment, under section 56 of the Charter, of the grade of position of Chief of the Bureau of Licenses, Mayor's Office, at $5,000 per annum for one incumbent.

The purpose of this application is to increase the compensation of the present Chief of this Bureau from $3,500 to $5,000 per annum.

In my opinion the requirements and responsibilities of the position, the importance of the Bureau, and their comparison with other positions in the City government, make this request both reasonable and fair, and I trust that you will give the matter earnest consideration. Respectfully,

JAMES G. WALLACE, JR., Chief of Bureau.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 26, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On May 23, 1912, the Chief of the Bureau of Licenses, The Mayoralty, requested the establishment of a grade of position to permit an increase in his compensation from $3,500 to $5,000 per annum. No funds for the increase are available within the appropriation to the Bureau, as requested by your Board.

We recommend, therefore, that the request be not approved. Respectfully,

WM. A. PRENDERGAST, Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen, Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby *disapproves* of the request of the Chief of the Bureau of Licenses, as set forth in a communication dated May 23, 1912, for the establishment of the grade of position of Chief of the Bureau of Licenses at five thousand dollars ($5,000) per annum.

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 Secretary was directed to transmit a copy of the report of the above Committee to the Chief, Bureau of Licenses, Mayor's Office.

The Secretary presented the following communication from the Fire Department requesting, and report of the Committee on Salaries and Grades recommending, the establishment in said Department of the grades of position of Clerk, at $3,600 and $3,000 per annum, for 1 incumbent, respectively:

(On April 25, 1912, a communication from the Fire Commissioner requesting the establishment of the above grades of position was referred to said Committee.)

Fire Department of The City of New York, Office of the Commissioner, April 19, 1912.

Hon. WILLIAM J. GAYNOR, *Mayor, and Chairman, Board of Estimate and Apportionment:*

Sir—Pursuant to the provisions of section 56 of the Greater New York Charter, I have the honor to request that the Board of Estimate and Apportionment recommend to the Board of Aldermen the establishment in this Department of the position of Clerk at $3,600 per annum, for one incumbent, and a similar position at $3,000 per annum for one additional incumbent, there being at present one Clerkship in this Department at the last mentioned rate, the same being in the Division of Pensions.

The establishment of the $3,600 per annum position is desired to permit of an increase of $900 in the salary of the Clerk in charge of the Bureau of Repairs and Supplies, the previous incumbent, when the duties were less arduous and exacting, having been compensated at the annual rate of $4,200. This Bureau consists of the Divisions of Purchasing, Apparatus, Horses, Stores, Buildings and Requisition and Property Accountability, and the position of Clerk in charge thereof is one of grave responsibility. All of the apparatus and supplies required for the use of the Department are procured either by contracts or open market order through this Bureau, and distributed and accounted for by its various Divisions. The Fire Commissioner must necessarily rely to a great extent upon the ability and integrity of the Clerk in charge of this Bureau for the careful supervision and economical administration of this important section of the Department. The present incumbent has been in the employ of the City for more than twelve years, and during that period that he has been at the head of this Bureau, the quality of his work and the method of performing it have demonstrated his natural aptitude and special fitness for the discharge of the important duties devolving upon him. His services are well worth the proposed advance of $900 per annum in the salary of $2,700 which he is now receiving. This request was made in the Budget for 1912, but action on it deferred until May 1 in said year.

The creation of the additional $3,000 per annum Clerkship is desired to permit of an increase of $600 per annum in the salary of a Clerk in the employ of this Department since April 1, 1893, who has received but one advance in salary in upward of twelve years, and that in April, 1905, when his compensation was increased from $2,000 to his present rate of $2,450 per annum. Provision for this proposed increase was asked in the Budget for this year, but action was deferred until May 1, 1912, with all applications of a similar nature, and the request is now renewed for favorable consideration and action.

During the time of his service in this Department, extending over a period approximating twenty years, this Clerk has been employed in the Executive Division, Office of the Commissioner, and by faithful and intelligent attention to duty has acquired an intimate acquaintance with the Department and the conduct of its affairs. During the absence of the Secretary of the Department on vacation leave or by reason of illness, he has been frequently designated by various Fire Commissioners to act temporarily in his stead.

The size of the Department, as indicated by its numerical strength of more than 5,000 men and 258 apparatus companies and the volume and character of the work arising in connection therewith show in some measure at least the executive ability and extent of knowledge required properly to meet the many complicated matters which constantly present themselves and call for prompt, careful and accurate disposition. They include, among others, the preparation of data for the use of the Law Department in mandamus and certiorari proceedings instituted by dismissed members of the uniformed and civilian forces with a view of reinstatement, civil service, statistical and kindred matters. The proposed beneficiary in his work has shown that he possesses the qualifications required for the satisfactory discharge of these duties. He also acts as Clerk of the Civilian Board of Promotions.

I might say that the Clerk under consideration qualified in February, 1907, by competitive civil service examination, with a rating of 92.50 per cent., for promotion to a tenth grade Clerkship, salary $3,000 per annum, but as but one position has existed in this Department at that rate, it has been impossible this far to advance him.

In conclusion, it might not be amiss to add that financial provision has been made and work is under way and progressing rapidly toward the establishment of forty-two additional companies, which means an increase of practically 20 per cent. in the responsibilities and duties of the Clerks whose salaries it is proposed to increase.

Respectfully, JOSEPH JOHNSON, Fire Commissioner.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, May 27, 1912.

Board of Estimate and Apportionment:

Gentlemen—On April 19, 1912, the Fire Commissioner requested the establishment in his Department, pursuant to the provisions of section 56 of the Greater New York Charter, of the grades of positions of Clerk at $3,600 and $3,000 per annum, for one incumbent each. In connection therewith, we report as follows:

The Commissioner states that the $3,600 grade is to permit of an increase in salary to John B. Keefe, Clerk, in charge of the Bureau of Repairs and Supplies. This position was previously held by a Deputy Chief of the Department at $4,200 per annum. Mr. Keefe's salary is $2,700, which appears to be inadequate for the position. The $3,600 rate would show an annual saving of $600 in comparison with the compensation formerly paid for the same work. Mr. Keefe has filled the position for seven months, and during that period a further saving of $8,500 per annum has been effected by the transfer from the Bureau of a Batallion Chief at $3,300 and two Captains at $2,500 each. Through a readjustment of assignments by Mr. Keefe no additional help has been necessary to fill the vacancies caused by these transfers.

The Bureau of Repairs and Supplies has supervision over the following:

Division of Apparatus, Division of Stores, Purchasing Division, Division of Horses, Division of Buildings, Division of Requisition and Property Accountability.

In addition, Mr. Keefe has general supervision of the Bureau of Audit and Accounts. In all there are more than 500 employees under Mr. Keefe's direction.

The Commissioner states that the $3,000 grade is to permit of an increase in salary to George A. Perley, who has been in the employ of the Fire Department since April 1, 1893, and has received one increase in nineteen years. That was in April, 1905, when his compensation was increased from $2,000 to his present salary of $2,400. Mr. Perley is connected with the executive division of the Department and is charged with the duty and responsibility of preparing and arranging data for all legal proceedings in connection with suits for reinstatement on the part of dismissed members of the uniformed force. The Commissioner states that he has had a broad and intimate knowledge of the affairs of the Department, which could only be acquired by long service and close application to duty.

It is stated that the increased compensation will be provided for by a modification of existing schedules, without increasing the total appropriation for salaries.

We recommend that the request be approved by the adoption of the attached resolution. Respectfully,

DOUGLAS MATHEWSON, Deputy and Acting Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen; Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 56 of the Greater New York Charter, hereby recommends to the Board of Aldermen the establishment in the Fire Department of the grades of positions, in addition to those heretofore established, as follows:

Title.	Rate per Annum.	Number of Incumbents.
Clerk	$3,600 00	1
Clerk	3,000 00	1

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 Secretary presented the following communication from the Police Department relative to, and report of the Committee of Salaries and Grades recommending, the establishment, in said Department, of the grade of position of Superintendent of Stables at $2,000 per annum for one incumbent, also recommending that the grade of position of Foreman of Stables at $2,000 per annum, be abolished:

Police Department of The City of New York, Office of the Commissioner, New York, April 25, 1912.

To the Honorable Board of Estimate and Apportionment:

Gentlemen—I have the honor to request a modification of the appropriation to the Police Department for the year 1912, Code 692, Police Department, Personal Service, Maintenance and Operation, Department Stables, Salaries, Regular Employees, by substituting "Superintendent of Stables, $2,000 per annum," instead of "Foreman of Stables, $2,000 per annum." Respectfully,

R. WALDO, Police Commissioner.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, May 21, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On April 25, 1912, the Police Commissioner requested the establishment, pursuant to the provisions of section 56 of the Greater New York Charter, of the grade of position of Superintendent of Stables at $2,000 per annum for one incumbent. In connection therewith we report as follows:

The establishment is for a change in title of a Foreman of Stables at the same rate of compensation. No other change is involved. The Commissioner states that the title of Superintendent of Stables is to conform to the work of the incumbent.

We recommend the adoption of the attached resolution approving the request.

Respectfully,

WM. A. PRENDERGAST, Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen; Select Committee.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 56 of the Greater New York Charter, hereby recommends to the Board of Aldermen the establishment in the Police Department of the grade of position, in addition to those heretofore established, as follows:

Title.	Rate Per Annum.	Number of Incumbents.
Superintendent of Stables............................	$2,000 00	1

—and that the grade of position of Foreman of Stables, at $2,000 per annum, be hereby abolished.

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 Secretary presented the following communication from the Department of Public Charities requesting, and report of the Committee on Salaries and Grades recommending, the establishment in said Department of the grade of position of Inspector of Repairs and Supplies at $1,650 per annum, for one incumbent:

(On March 14, 1912, a communication from the Commissioner of Public Charities requesting the establishment of the above grade of position was referred to said Committee.)

Department of Public Charities of The City of New York, Foot of East 26th Street, New York, March 5, 1912.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—In accordance with the provisions of section 56 of the Charter, I hereby respectfully request the establishment in this Department of the following position for one incumbent:

Inspector of Repairs and Supplies at the salary of $1,650 per annum.

This is a Civil Service title, the position being graded at from $1,200 to $1,800 per annum.

For general supplies alone, in this Department, approximately $1,365,000 per annum is expended and the variety is almost limitless, certainly as great as that of any other department of the City.. The total daily average census of this Department is about 15,000 and these people have to be housed, clothed, fed and supplied with adequate medical treatment, involving all necessary medical, surgical and medicinal supplies. The rate of increase is 10 per cent. per annum. Supplies are delivered throughout a territory including Randalls Island, Blackwells Island, Farm Colony and Kings County Hospital. The interests of the Department, and consequently of the City, cannot properly be protected unless these supplies are thoroughly inspected after delivery to see that they conform to standards and specifications. The present force is already overburdened by the great increase in this Department in recent years, and this position is urgently needed so that a competent inspector may co-operate with the General Storekeeper and Purchasing Agent in a thorough inspection of all supplies.

If this request meets with your approval, I should greatly appreciate it if you would grant the establishment of this position as soon as possible.

Respectfully yours, M. J. DRUMMOND, Commissioner.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 10, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On March 5, 1912, the Commissioner of Public Charities requested the establishment in his Department, pursuant to the provisions of section 56 of the Greater New York Charter, of the grade of position of Inspector of Repairs and Supplies, at $1,650 per annum, for one incumbent. In connection therewith we report as follows:

The Commissioner states the following:

> For general supplies alone, in this Department, approximately $1,365,000 per annum is expended. * * * Supplies are delivered throughout a territory including Randalls Island, Blackwells Island, Farm Colony and Kings County Hospital. The interests of the Department, and consequently of the City, cannot properly be protected unless these supplies are thoroughly inspected after delivery to see that they conform to standards and specifications. The present force is already overburdened by the great increase in this Department in recent years, and this position is urgently needed so that a competent Inspector may co-operate with the General Storekeeper and Purchasing Agent in a thorough inspection of all supplies.

The Department employs three Inspectors of Foods, stationed at the foot of East 26th street, who inspect the meat, milk and eggs used on Blackwells and Randalls Islands, representing about one-third of the total amount expended for general supplies on these two islands. No Inspectors are provided for the Boroughs of Brooklyn and Richmond. In addition to the inspection of supplies and materials, the incumbent of the proposed new position will inspect the storerooms of the different institutions of the Department to see that there is no undue accumulation of supplies. The salary proposed is not in excess of the salaries paid for inspection work in other City Departments, which range from $1,200 to $2,550 per annum.

We recommend the adoption of the attached resolution approving the request.

Respectfully,

WM. A. PRENDERGAST, Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen; Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 56 of the Greater New York Charter, hereby recommends to the Board of Aldermen the establishment in the Department of Public Charities of the grade of position, in addition to those heretofore established, as follows:

Title.	Rate Per Annum.	Number of Incumbents.
Inspector of Repairs and Supplies.....................	$1,650 00	1

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 Secretary presented a report of the Committee on Salaries and Grades, returning for filing, communication from the President of the Borough of The Bronx requesting the establishmnt of grades of positions of Estimator, Inspector of Boiler and Pipe Covering and Inspector of Plastering at $1,200 each per annum, for the reason that the request has been verbally withdrawn.

Which was ordered filed and the Secretary directed to return to the President of the Borough of The Bronx, the communication referred to therein.

(On February 15, 1912, the above communication was referred to said Committee.)

The Secretary presented a report of the Committee on Salaries and Grades, recommending that no action be taken on the request of the Commissioners of Taxes and Assessments for the establishment of grades of positions of Secretary at $5,000, Assistant Secretary at $4,000, Searcher at $1,650 and $1,800, Assistant Surveyor at $4,000 and Bookbinder at $1,650 per annum, for the reason that the proposed grades are included in the departmental estimate for said Department for the year 1913 and will be considered in the preparation of the Budget for that year.

Which was ordered filed and the Secretary directed to transmit a copy of the report of the above Committee to the Secretary, Department of Taxes and Assessments.

(On May 9, June 6 and July 11, 1912, communications from the Department of Taxes and Assessments relative to the establishment of the above grades of positions were referred to said Committee.)

The Secretary presented the following communication from the Public Service Commission for the First District requesting, and report of the Corporate Stock Budget Committee recommending, the issue of $11,000 corporate stock to provide means for extra work in connection with making certain changes in the grating in the sidewalk over the ventilating chamber of the Brooklyn-Manhattan Rapid Transit Railroad in Fulton street, near Jay street, Brooklyn, and for the construction of an additional stairway for the Borough Hall Station, Brooklyn:

(On June 20, 1912, the request of the Public Service Commission for the above appropriation was referred to said committee.)

State of New York, Public Service Commission for the First District, Tribune Building, New York, June 14, 1912.

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

The Public Service Commission for the First District herewith transmits to your Honorable Board as a part hereof of a requisition for the sum of $11,000 to provide means to make certain changes in the gratings in the sidewalk over the ventilating chamber of the Brooklyn-Manhattan Rapid Transit Railroad in Fulton street, near Jay street, Brooklyn, and to provide means for the construction of an additional stairway to the Borough Hall Station at the southwest corner of Court and Joralemon streets, Brooklyn, as extra work under Contract No. 2, being the contract for the construction, equipment and operation of the Brooklyn-Manhattan Rapid Transit Railroad. The Commission has received a number of complaints regarding the conditions caused by these grating at Fulton and Jay streets during the winter and there is no question that the conditions there are very unsatisfactory. In order to make the sidewalk safer the Commission, therefore, deems it advisable to reduce the width of the opening and to install new gratings of a kind that will afford a firmer foothold for pedestrians. Many complaints have also been received concerning the need of an additional stairway or stairways at the westerly side of Court and Joralemon streets, to relieve the congestion at the Borough Hall Station and obviate the necessity on the part of the public situated west of Court street, to make the dangerous crossing of that thoroughfare, with its numerous trolley tracks, to reach the station. In the opinion of the Commission a stairway at this point is a much-needed improvement and should be constructed. The Rapid Transit Subway Construction Company, the contractor for the construction of the railroad, and the Interborough Rapid Transit Company, the operator of the railroad, are willing that this reconstruction shall be done as extra work under Contract No. 2. The cost will therefore be capitalized and the Interborough Company will pay interest and sinking fund charges upon it. The Commission is informed by its Chief Engineer that the cost of the work should not exceed $11,000.

The Public Service Commission for the First District, therefore, pursuant to the provisions of section 37 of the Rapid Transit Act, being chapter 4 of the Laws of 1891, as amended, and pursuant to the provisions of the Public Service Commissions Law, being chapter 48 of the Consolidated Laws, as amended, hereby makes requisition upon the Board of Estimate and Apportionment of The City of New York for the authorization of bonds of The City of New York, to be issued and sold by the Comptroller to the amount of eleven thousand dollars ($11,000), to provide means to meet the requirements of extra work under Contract No. 2, being the contract for the construcion, equipment and operation of the Brooklyn-Manhattan Rapid Transit Railroad.

In Witness Whereof, the Public Service Commission for the First District has caused its official seal to be hereto affixed and attested by its Secretary and this requisition to be signed by its Chairman this 14th day of June, 1912.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
[SEAL.] By Milo R. Maltbie, Acting Chairman.
Attest: Travis H. Whitney, Secretary.

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, August 16, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On June 14, 1912, the Public Service Commission for the First District made requisition for $11,000, to make certain changes in the gratings in the sidewalks over the ventilating chamber of the Brooklyn-Manhattan Rapid Transit Railroad in Fulton street, near Jay street, Brooklyn, and for the construction of an additional stairway to the Borough Hall station at the southwest corner of Court and Joralemon streets, Brooklyn. In connection therewith we report as follows:

The improvements are extra work under Contract No. 2 for the construction, equipment and operation of the Brooklyn-Manhattan Rapid Transit Railroad. The Commission has received many complaints that the barred grating at Fulton and Jay street causes unsatisfactory conditions during the winter. The opening at this spot is very wide, the gratings occupying almost the entire width of the sidewalk. It is proposed to reduce the size of the opening, and to lay a corrugated grating, thereby better insuring the safety of pedestrians.

The Commission has received many complaints of the congestion on the stairways at the Borough Hall station. It is proposed, therefore, to construct the additional stairway to relieve the congestion, and to save subway passengers from the dangerous crossing at the corner of Court and Joralemon streets. Engineers of the Commission state that the estimate is reasonable.

We recommend the adoption of the attached resolution authorizing the appropriation. Respectfully,

DOUGLAS MATHEWSON, Deputy and Acting Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen; E. V. FROTHINGHAM, Acting President, Borough of Manhattan; Corporate Stock Budget Committee.

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 37 of chapter 4 of the Laws of 1891, as amended, known as the Rapid Transit Act, and pursuant to chapter 48 of the Consolidated Laws, as amended, known as the Public Service Commissions Law, and pursuant to a requisition of the Public Service Commission for the First District, duly made by the Acting Chairman and Secretary thereof on June 14, 1912, the Comptroller be and is hereby authorized to issue corporate stock of The City of New York to an amount not exceeding eleven thousand dollars ($11,000), the proceeds thereof to be applied to making certain changes in the gratings in the sidewalk over the ventilating chamber of the Brooklyn-Manhattan Rapid Transit Railroad in Fulton street, near Jay street, Brooklyn, and to the construction of an additional stairway to the Borough Hall station of the Brooklyn-Manhattan Rapid Transit Railroad, at the southwest corner of Court and Joralemon streets, Brooklyn, as extra work under contract No. 2, being the contract for the construction, equipment and operation of the Brooklyn-Manhattan Rapid Transit Railroad.

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 Secretary presented the following communication from the Department of Bellevue and Allied Hospitals requesting, and report of the Corporate Stock Budget Committee recommending, that the resolution adopted July 17, 1911, authorizing the issue of $49,500 corporate stock to provide means for the construction of roof ward and thirteen (13) additional small balconies on pavilions A and B of the new Bellevue Hospital, be amended, by eliminating the word and figures "thirteen (13)."

(On July 15, 1912, the request of the Secretary of the Board of Trustees of Bellevue and Allied Hospitals for the amendment of the above resolution, was referred to said committee.)

Bellevue and Allied Hospitals, Office of the Board of Trustees, 1st avenue and 26th street, New York, July 10, 1912.

Hon. Joseph Haag, *Secretary, Board of Estimate and Apportionment, 277 Broadway, New York City:*

Sir—The Trustees of Bellevue and Allied Hospitals have the honor to request the amendment of the attached resolution appropriating $49,500 to provide means for the construction of a roof ward and 13 additional small balconies on pavilions A and B of the new Bellevue Hospital by the omission therefrom of the number 13.

This is necessary inasmuch as it has now been decided to install 14 balconies. The appropriation is sufficient for this purpose. Respectfully,

J. K. PAULDING, Secretary, Board of Trustees.

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, July 31, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—In reference to a request of the Board of Trustees of Bellevue and Allied Hospitals, dated July 10, 1912, for the amendment of a resolution authorizing corporate stock for the construction of roof ward and small balconies on Pavilions A and B, Bellevue Hospital, we report as follows:

In the 1911 Corporate Stock Budget $49,500 was authorized for the construction of a roof ward and thirteen small balconies on Pavilions A and B, New Bellevue Hospital. The Board of Trustees has decided to install fourteen small balconies, and states that the appropriation is sufficient for the whole work.

We recommend that the request be approved by the adoption of the attached resolution. Respectfully,

DOUGLAS MATHEWSON, Deputy and Acting Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen; E. V. FROTHINGHAM, Acting President, Borough of Manhattan; Corporate Stock Budget Committee.

The following resolution was offered:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on July 17, 1911, and concurred in by the Board of Aldermen on July 25, 1911, as follows:

> "Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding forty-nine thousand five hundred dollars ($49,500), to provide means for the construction of roof ward and *thirteen* (13) additional small balconies on Pavilions A and B in connection with the construction and equipment of the new Bellevue Hospital, under the jurisdiction of the Board of Trustees, Bellevue and Allied Hospitals, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid."

—be *amended* by striking therefrom the *word and figure thirteen* (13).

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 Secretary presented the following report of the Corporate Stock Budget Committee recommending that the resolution adopted December 1, 1910, authorizing the issue of $18,600 corporate stock for the purpose of defraying the expenses of the Change of Grade Damage Commission for the year 1911, be amended, by reducing said amount to $17,600, and further recommending the issue of $9,300 corporate stock for the expenses of said Commission for the year 1912:

(On November 29, 1911, a communication from the Clerk of the Change of Grade Damage Commission submitting estimate of corporate stock requirements for said Commission for the year beginning July 1, 1912, was referred to said committee.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, August 20, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—In connection with the request of the Change of Grade Damage Commission, 23d and 24th Wards, dated November 21, 1911, for corporate stock requirements for their office for the year beginning July 1, 1912, we report as follows:

Summary.

Total authorization requested	$18,600 00
Amount recommended by committee	9,300 00

Schedule A—New Authorization of Corporate Stock.

Change of Grade Damage Commission, 23d and 24th Wards, for expenses year 1912, eighteen thousand six hundred dollars	$18,600 00

The calendar and record of the Change of Grade Damage Commission, 23d and 24th Wards, as of March 1, 1911, show that the number of claims still pending, and the amounts claimed, are as follows:

Number of Cases.	Amount Claimed.
13	Indefinite.
76	$1,211,800

The Commission states that the number of cases disposed of during 1911 was 423. There were certiorari proceedings to review the decisions of the Commissioners in about 12 claims.

The indications are that the Commission will complete its labors by the end of the year 1912.

We therefore recommend that provision in the sum of $9,300 be made for the expenses of the Commission for six months, ending December 31, 1912.

There is an unencumbered and unissued balance of $1,000 in the 1911 account of the Commission. We recommend that this balance be rescinded.

Transmitted herewith are resolutions, which, if approved, will comply with the above recommendations. Respectfully,

DOUGLAS MATHEWSON, Deputy and Acting Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen; E. V. FROTHINGHAM, Acting President, Borough of Manhattan; Corporate Stock Budget Committee.

The following resolution was offered:

Resolved, That the resolution adopted by the Board of Estimate and Apportionment on December 1, 1910, as follows:

> "Resolved, That, pursuant to the provisions of chapter 537, Laws of 1893, as amended by chapter 567, Laws of 1894; chapter 205, Laws of 1898; chapters 707, 708 and 709, Laws of 1899; chapter 729, Laws of 1900; chapter 747, Laws of 1905, and pursuant to section 170 of the Greater New York Charter, the Board of Estimate and Apportionment hereby authorizes the Comptroller to issue corporate stock of The City of New York, in the manner provided by section 169 of the Greater New York Charter, to an amount not exceeding *eighteen thousand six hundred dollars* ($18,600),the proceds whereof to be applied for the purpose of defraying the cost of the expense of the Change of Grade Damage Commission for the year 1911."

—be amended to make the amount read *seventeen thousand six hundred dollars* ($17,600).

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 resolution was offered:

Resolved, That, pursuant to the provisions of chapter 537, Laws of 1893, as amended by chapter 567, Laws of 1894; chapter 205, Laws of 1898; chapters 707, 708 and 709, Laws of 1899; chapter 729, Laws of 1900; chapter 747, Laws of 1905, and pursuant to section 170 of the Greater New York Charter, the Board of Estimate and Apportionment hereby authorizes the Comptroller to issue corporate stock of The City of New York, from time to time, as may be required, in the manner provided by section 169 of the Greater New York Charter, to an amount not exceeding nine thousand three hundred dollars ($9,300), the proceeds whereof to be applied to defraying the cost of the expenses of the Change of Grade Damage Commission, Twenty-third and Twenty-fourth wards, for the year 1912.

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 Secretary presented a report of Corporate Stock Budget Committee returning for filing resolution adopted by the Board of Aldermen on June 11, 1912, recommending an issue of corporate stock for the purchase of certain property for a new court house for the County of Richmond, for the reason that this Board has approved of the selection of a site for said court house and the process of acquisition is now in the hands of the Corporation Counsel.

Which was ordered filed and the Secretary directed to notify the Board of Aldermen.

(On June 20, 1912, the above resolution was referred to said Committee.)

The Secretary presented a report of the Commissioner of Parks, Boroughs of Manhattan and Richmond, referring to a communication from Mr. Reuben S. Lind, presented to the Board at its meeting of August 19, 1912, and referred to the Commissioner of Parks, Boroughs of Manhattan and Richmond, urging action in the matter of an appropriation to improve the lower end of St. Nicholas Park, from 128th to 130th street, and stating that an item of $43,300 is included in the departmental estimate of corporate stock requirements for the present year for the improvement of this section of St. Nicholas Park.

Which was ordered filed and the Secretary directed to transmit a copy thereof to Mr. Reuben S. Lind.

The Secretary presented the following communication from Irving T. Bush, President of the Bush Terminal Company, and report of the Committee consisting of the President of the Board of Aldermen, the Comptroller, President of Manhattan, the Chief Engineer of the Board and the President of Brooklyn, relative to the development of the South Brooklyn water-front:

(On May 23, 1912, the above communication was referred to said Committee.)

Bush Terminal Company, Office of the President, 100 Broad Street, New York, May 21, 1912.

Hon. WILLIAM J. GAYNOR, *Mayor, and Chairman of the Board of Estimate and Apportionment:*

Sir—In a report to you as Chairman of the Board of Estimate and Apportionment, under date of March 27, 1911, the Commissioner of Docks and Ferries stated on page 6 of that report as follows:

"I recommend that the City should negotiate for control of the Bush Terminal Railway and also for the acquisition of the piers and bulkheads of that concern. If this property cannot be advantageously secured by purchase, the City should acquire title by eminent domain. The City must eventually obtain this waterfront, and it can be secured now cheaper than at a later date. The revenue which the City may expect to derive from these properties may reasonably be expected to maintain the investment in the self-sustaining class of municipal enterprises; and if this be true, the acquisition will not be burdensome but rather mutually advantageous to the terminal company and the City, since the company will avoid the dangers of unequal competition with the City, and the City will be enabled to connect its unimproved properties on both sides of the company, coincidentally bringing under its control the marginal railway, the extension of which to the north is essential to the proper development of the entire shore front. This investment may be expected to continue to pay its way, provided the City shall not proceed with undue rapidity to develop its waterfront, but shall rather seek to provide wharfage facilities as they are needed without entering into unnecessary competition with itself or undue competition with outside interests."

At various times, since the publication of this report, I have negotiated with Mr. Tomkins, with the view to determining a basis upon which his suggestions could be carried out. We have been unable to reach a definite conclusion, and I therefore transmit to you the proposition which I have made to Mr. Tomkins, and upon which we have been unable to agree in detail.

I ask that this matter be referred to the Sub-Committee of the Board of Estimate, having harbor and terminal matters in charge, with the view of determining whether some definite plan for the development of the South Brooklyn waterfront can be decided upon.

While the company which I represent owns an extensive terminal property in the center of this South Brooklyn section, it is greatly interested in the entire development of that waterfront.

Before the City made its purchase of waterfront property in that section, private owners had been subjected to criticism because property which they owned remained undeveloped, and contributed nothing to the commercial activity of the City. Since the property has passed under City control, nearly six years have elapsed, and but one pier has been brought into active operations. Another pier is now nearing completion, and both of these units are of but little use to the commerce of the port, because there has not been created in connection with them the railway and warehouse facilities so necessary to the class of commerce for which they were designed.

The City has an investment of about ten million dollars, which is producing a very small revenue. The life of the present administration is more than half over, and no definite plan for the completion of the improvements in that section of the City has been determined upon. I have attempted to evolve a plan which will enable the City to complete this improvement, with the assurance that the money invested from now on will be placed upon a self-supporting basis, which will permit the exemption of the bonds sold to carry out the work. I approached the problem with a desire to work out a plan which will serve the commerce of the port by the creation of much needed improvements, will protect the public credit by the guaranteeing of an assured income from a responsible tenant, and will benefit all of the business interests in South Brooklyn, including our own, by the building up of great industrial activities upon this extent of undeveloped waterfront, which, in its present state, is retarding the growth and prosperity of that section of the City.

Briefly stated, the plan is for the City to acquire now, before the great advance in values has taken place, all of the waterfront comprised in this development. This would include the piers and bulkheads of the Bush Terminal Company. When this has been accomplished, the competition between the City piers and our own will be eliminated, and this company will enter into a lease-agreement with the City, by which it will undertake to secure tenants for the piers, and operate them, paying to the City 95 per cent. of the income, and guaranteeing that this percentage will amount to five per cent. upon the purchase price of the piers and bulkheads purchased from this company and the amount expended in constructing the piers and bulkheads upon the property now owned by the City. In making this guarantee, we expect to produce an income considerable in excess of the return guaranteed. Whatever the income may be, 95 per cent. of it goes to the City, 5 per cent. being retained by this company for its services and guarantee. It is probable that during the first two or three years, the income will not equal the amount of our guarantee. In this event, we will make good the difference, and recoup the deficit from the surplus of later years. In our operations, we will be subject to the right of the Dock Commissioner to dictate the general policy of the City, and in our railroad operations on the upland, we are under the control of both the Public Service Commission, and the Interstate Commerce Commission.

The City will have the right to terminate the agreement at any time, upon giving one year's notice of its wish to do so, and my desire to evolve a plan which will meet with public and official approval has induced me to embody in the proposed lease-agreement every clause which I could think of, to protect the interest of the City, with reasonable safety to the company which I represent.

Under the plan, it is proposed that the necessary warehouses on the City property be erected by this company. Out of the income shall be deducted interest upon the investment, and a sufficient amount to amortise their cost. At the expiration of the lease, the warehouses to become the property of the City.

Mr. Tomkins and I both believe that the general good will be promoted by the ultimate acquirement by the City of our railroad, yards and tracks. I have therefore included in the agreement an option to the City to acquire these facilities at any time upon an appraised valuation, with the understanding that if acquired before the expiration of our franchise, they will be leased to this company for a period of years no less than the unexpired term of our franchise. The obligation is with us to sell and no obligation rests upon the City to purchase.

I recognize in a matter of this importance, that there may be a difference of opinion upon details, but I trust you will appreciate that it is my desire to find a line of harmony and fairness each may adopt to complete an improvement of great importance to the public and to the commercial supremacy of this City.

I attach herewith a form of agreement which represents the proposition that I now make. Respectfully,

IRVING T. BUSH, President.

This indenture, made the day of , 1912, by and between the Commissioner of the Department of Docks of The City of New York, hereinafter called the Commissioner, party of the first part, and Bush Terminal Company, hereinafter called the Company, party of the second part.

Whereas, The Commissioner of Docks in a report on the organization of the South Brooklyn water-front, dated March 27, 1911, has recommended the acquisition by the City of the property of the Company; and

Whereas, The Company believes that if the City is about to acquire this property and other neighboring properties, the interests of the City and of the Company will be promoted by an agreement between the two parties; now, therefore,

Duration.

This Agreement Witnesseth, That the Commissioner by and with the consent and authority of the Board of Estimate and Apportionment and for and in consideration of the rents, covenants, agreements, terms and conditions hereinafter mentioned and contained on the part of the Company to be paid, performed, kept, done and observed, has leased, demised and to farm let and by these presents does lease, demise and to farm let unto the Company for the term of twenty-five years, to begin three months after title to the water-front property of the Company vests in the City.

Description.

All and singular the piers, bulkheads and other real estate and water-front property in the Borough of Brooklyn now owned by the City between 2d avenue and the New York Bay and between 28th and 37th streets; and also

Collection of Rents, Etc.

All and singular the piers, bulkheads, slips, basins, marginal wharf and lands in front thereof and under water in said Borough now owned or hereafter acquired by the City between 39th and 63d streets, together with all the piers and bulkheads and other structures and improvements erected and to be erected upon the demised premises, excepting and reserving to the City the block bounded by 36th and 37th streets and 2d avenue and New York Bay, and the open public pier at the foot of 51st street and the open public pier to be constructed at the foot of 28th street, and excepting and reserving to the City also the right to enter upon the demised premises and to construct sewers, conduits and all necessary and proper surface and subsurface improvements and with the right to the Company to enter upon all such water-front property for the purposes of this lease, and the Commissioner authorizes and empowers the Company, so far as such authority may be conferred by him, to ask, demand, sue for, levy, recover and receive in the name, to the use and at the expense of the Company, all rentals from subleases and all wharfage as may during the continuance of the term arise, grow or become due from the tenants or from the master, owner, factor, or agent of any vessel that shall during the term come to lie at or use the hereinbefore mentioned wharf property. All piers constructed and rented or partly rented shall be taken to all leases outstanding.

Accounts.

And the Company, in consideration of the lease and demise aforesaid and of the covenants and agreements on the part of the Commissioner herein contained, has covenanted, promised and agreed and does hereby covenant, promise and agree to and with the City that the Company shall and will, well and truly and without any manner of deduction, abatement, fraud or delay, pay or cause to be paid to the City at the office of the Commissioner of Docks, his successor or successsors, in yearly payments at the end of each year or as soon thereafter as accounts may be adjusted in every year during the aforesaid term, the following rental: Ninety-five per centum of the gross rentals and other income received by the Company from the demised premises. The Company guarantees that during the first ten years and whether the gross earnings equal that sum or not that the Company will pay to the City as such rental five per centum upon the expenditures made after the date of this lease by the City in the acquisition of water-front property of the Company and the construction of piers and bulkheads upon the property now owned by the City between 28th and 37th streets and 2d avenue and New York Bay and upon any property hereafter acquired between 39th and 63d streets, 1st avenue and New York Bay, except open public piers. The Commissioner shall certify the cost of each parcel of water-front property acquired from the Company and of each pier and each section of bulkhead when such pier or bulkhead is completed and delivered to the Company to be rented and thereafter such cost shall be part of the sum upon which the Company shall be obligated thereafter to pay five per centum as aforesaid, the Company shall in each and every year be entitled to deduct from the rentals received by it five per centum of the gross rentals, which five per centum the Company shall be entitled to have, receive and retain. The Company shall remove snow from the bulkheads and clean the piers and make emergency repairs and submit its special account of the cost monthly to the Commissioner, and when such account shall be audited and allowed the Company may retain the audited amount from the next payment due to the City. If, during the period of construction, any portion of any unfinished pier or bulkhead is used or occupied the Company shall pay to the City ninety-five per centum. of the revenue received. The Company during the term of the lease shall and will keep accurate and proper books of account in form to be approved by the Comptroller, which shall at all times be open to the inspection of the Comptroller and the Commissioner or their representatives, and quarterly the Company will render to the Commissioner an account or accounts of receipts and disbursements.

Accidents.

And the Company does further covenant and agree to and with the City that if at any time during the aforesaid term any accident to any person or persons or property shall occur on or in proximity to the aforesaid premises, by reason of the negligence of the Company, its agents or employees, and in any action brought to recover damages therefor, judgment shall be recovered against the City, then and in every such event, upon written demand being made upon it, the Company shall and will pay to the City the amount of any and every such judgment that may have been so obtained against the City, together with all reasonable and proper costs, expenses and counsel fees to which the City may or shall be subjected in the defense of such actions, provided, however, that the City shall have given notice in writing to the Company of the pendency of such action, and shall have afforded the counsel of the Company a reasonable time, if so requested, to co-operate with the Corporation Counsel of the City in the defense of such action.

Subleases.

The Commissioner does further covenant and agree to and with the Company that the Company may from time to time hereafter sublet any pier or portion thereof or any portion of the demised premises to any person or persons whomsoever, provided that all subleases shall be made in accordance with the general policy of the Department of Docks as it may be announced from time to time by the Commissioner and the general rules and regulations of the Department, and provided further that no sublease shall be made for a longer term than five years without the consent in writing of the Commissioner and that after the first term of ten years no sublease for a longer term than one year shall be made without such consent. The Company covenants that the Commissioner may require the Company to lease any pier or part of pier vacant and not under refusal to any responsible tenant applying to the Commissioner, the rental to be not less per superficial foot of pier area than the average rental reserved for similar space upon nearby piers during two years next preceding such order. The Company further covenants that it will to the best of its ability find space alongside the demised piers or bulkheads to accommodate ocean-going vessels which may apply to the Commissioner for berths. The Company covenants that all the piers shall at all times be devoted to the general commerce of the port of New York and to that end that leases shall be made of the piers always at current rentals and that vessels not having piers shall always be given berths at current rates of wharfage when any space is available to the Company.

Construction of New Piers.

The construction of the pier shown upon the diagram hereinto annexed, nearly opposite the foot of 35th street, shall be commenced during the year 1912 and completed as rapidly as practicable. The construction of the pier opposite the foot of 30th street shall be commenced within the year 1913 and completed as rapidly as practicable. The construction of the open public pier opposite 28th street shall be commenced during the year ......, and completed as rapidly as practicable. The construction of the piers shown upon the plan annexed between 52d and 63d streets shall be commenced whenever the Commissioner shall determine that the commerce of the port demands these piers. Not more than one pier shall be completed in any one year unless "The Company" shall apply for a more rapid construction.

Public Piers.

The pier to be constructed at the foot of 28th street and the pier already constructed at the foot of 51st street shall be and remain open public piers, but no part of either shall be leased for ocean-going traffic.

Withdrawal of Piers—Manner of Withdrawal—Deduction from Return by Reason of Withdrawal of Piers.

The Commissioner may withdraw from this agreement at any time any other pier between 28th and 63d streets and thereafter such pier shall remain an open public pier at which any vessel may lie at the customary rates of wharfage. No such pier so withdrawn shall be leased for ocean-going traffic. Such withdrawal may be made by the Commissioner with the approval of the Commissioners of the Sinking Fund. If, and whenever any such withdrawal shall be made during the first term of ten years there shall be deducted from the amount upon which the company is obligated to pay under its guaranty aforesaid, five per centum per annum, upon the value of the pier withdrawn and if the Commissioner of the Department of Docks and the company cannot agree upon the amount of the reduction, it shall be settled by arbitration; the Commissioner to name one arbitrator, the company another arbitrator, and these two a third, the decision of a majority of the three arbitrators to be final and conclusive.

Maintenance.

The piers and bulkheads erected and to be erected shall be maintained by the City by and through its Department of Docks and Ferries, and such maintenance shall include the necessary and customary dredging inside the pierhead lines.

Construction of Railroad.

Every pier, except the open public piers at the foot of 28th street and 51st street, shall have upon it double railroad tracks extending to the end of the pier and these railroad tracks shall be connected over the property of the City with the railroad of the Bush Terminal Railroad Company. The cost of this construction shall be included in the sum upon which the company guarantees to pay five per centum per annum during the first term of ten years.

At appropriate locations between 28th and 39th streets and between 52d and 63d streets, to be selected and approved by the Commissioner and by the Company, two railroad yards with tracks and terminal facilities shall be constructed upon the lands of the City by the company, and at its expense, adequate for the accommodation of the commerce seeking the piers in front of these yards.

Erection of Warehouses.

The Company agrees from time to time to erect upon the property of the City, between 28th and 37th streets, warehouses of a minimum capacity of five million cubic feet. These warehouses shall be operated by the Company. Out of the income from the warehouses the Company shall pay operating expenses and repairs and retain an amount sufficient to pay interest on its investment at five per centum per annum, and an amount sufficient to amortize in twenty-five years the cost of the warehouses. Any surplus net income shall be divided equally between the City and the Company. If the income from the warehouses in any year is less than the cost of maintenance, the Company shall have the right to recoup the deficit out of income of succeeding years. At the end of the term hereby created and when and after the Company shall have received the cost thereof the Company shall convey the warehouses to the City. If, at the termination of this lease the cost of the warehouses shall not have been amortized the City shall pay to the Company the balance not amortized and due to the Company. The Commissioner, with the approval of the Sinking Fund Commission, may require the warehouses to be so constructed that the roofs may be used for an esplanade or one or more gardens for the public use or recreation. If such esplanade and roof gardens are constructed the additional cost shall be paid by the City to the Company, and it shall be the additional cost of the warehouse walls to carry the esplanade and the additional cost of the roof and its equipment and proper approaches elevated over 2d avenue, and such additional cost shall be ascertained by arbitration, the Commissioner to select one engineer, the Company one engineer and these two to select a third engineer, the decision of the majority to be final. The esplanade and roof garden shall be maintained by the City.

City May Terminate Lease.

At any time and upon giving one year's notice in writing, the City, by vote of its Commissioners of the Sinking Fund and after a public hearing of the Company, may terminate this agreement and take possession of all its property. The City shall pay to the Company the cost of the warehouses not amortized and remaining unpaid and upon such payment the Company will convey the warehouses to the City. The equipment of the warehouses shall be purchased and taken by the City at cost less depreciation, both to be settled by arbitration. The Commissioner to select one arbitrator, the Company a second arbitrator, and those two to select a third, and the decision of the majority of these three to be final and binding upon both parties.

Bush Terminal Railroad Option.

At the termination of this lease at any time and in any manner, and if the City shall not have acquired the railroad of the Bush Terminal Railroad Company, the City shall at the option of the Company lease the Company the railroad yards to be constructed and the float bridges constructed and to be constructed and then in use shall at a rental to be agreed upon between the Commissioner and the Company, not to exceed for the first five years five per centum per annum upon the assessed value of the leased premises and thereafter at rentals to be fixed every five years by the Commissioner, but no increase in any term over and above the preceding term shall exceed one-half of one per centum upon the assessed value of the leased premises, and the term shall continue until the City shall acquire all the franchises and properties of the Bush Terminal Railroad Company in the manner hereafter described, and until then the Railroad Company shall have access to all piers of the City between 28th and 63d streets, over the tracks to be constructed as hereinbefore provided.

Option to Purchase Railroad.

The Company owns the capital stock of the Bush Terminal Railroad Company. The Company gives to the City an option during the term hereby created to purchase the franchises, tracks, yards and general all the real property now used by the Railroad Company, at its appraised value to be determined by three appraisers, one to be appointed by the Commissioner, one by the Company and a third to be selected by these two. Upon payment of the award made by these appraisers the Company agrees to transfer to the City all franchises and real property of the Railroad Company. After such acquisition the City agrees to give and the Company agrees that the Bush Terminal Railroad Company shall accept a lease or contract to operate the railroad and any extension for and during the life of the franchises of the Railroad Company and any extensions thereof. The rental reserved shall be five per centum of the cost of the franchises and property and five per centum of the cost of the railroad structure of any extension made by the City. The general intention is that the City shall be able by extensions and connections to serve the entire borough.

Compliance With Laws, Etc.

The Company shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City government, and of any and all their departments and bureaus applicable to said premises, for the correction, prevention and abatement of nuisances or other grievances, in, upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters for the prevention of fires, at its own cost and expense.

Reentry.

The Company covenants that if it makes default in any of the covenants herein contained to be performed by it, it shall be lawful for the City to reenter the premises and the same to have again, repossess and enjoy saving and preserving at all times the rights of all subtenants holding leases.

Rebuilding.

It is further covenanted and agreed that if by reason of total or partial destruction through fire, floating ice, collision or the action of the elements, any part of the premises hereinbefore described shall be required to be rebuilt, the same shall be rebuilt by the City in like manner and similar to the premises destroyed and by and at the expense of the City and from the time of the destruction to the time of the reconstruction the amount upon which five per centum per annum is guaranteed to the City by the Company shall abate by the amount of the value of the pier or bulkhead or portion thereof so destroyed, which value if not agreed upon by the Company and the Commissioner shall be fixed by arbitration in like manner as in case of withdrawal.

Two-Story Sheds.

From time to time and as the commerce of the port shall in the judgment of the Commissioner require, the piers acquired from the Company shall be equipped by the City with two-story sheds, and this shall be done when such sheds shall be added to the sum upon which the Company pays the first five per cent.

Sprinkler System.

The Company maintains a sprinkler system protecting the piers which the City proposes to acquire, and protecting also the property of the Company, its warehouses and industrial buildings. It is agreed that the Company may retain from the rents of the piers the cost of maintaining the sprinkler system on the piers, such cost to be the proportion of the total annual cost of the whole sprinkler system which the number of sprinkler heads upon the piers bears to the total number of sprinkler heads installed.

Time Schedule of Ferry.

It is recognized that the prosperity of the neighborhood depends upon the maintenance of the Municipal Ferry from the Battery to 39th street. The City therefore engages to maintain 39th Street Ferry upon such time schedule as in the judgment of the Commissioner of the Department of Docks and Ferries shall meet the demands of the commerce and of the people of this part of the City.

Re-entry for Beach.

The Company further covenants and agrees that if the rent or sum of money herein reserved, or any part thereof, shall at any time be due or unpaid for the space of sixty days after the same shall have become due and payable according to the terms thereof, and demand in writing shall be made upon the Company for payment thereof, or the Company shall fail to perform, keep do or observe any or either of the covenants, agreements, promises, things, terms or conditions herein contained on the part and behalf of the Company to be performed, kept, done or observed, then and in such case, and in every such case it shall be lawful for the City, by order of the Commissioner at his discretion, to declare this lease or demise and the terms, estate or interest hereby created, to have ceased, determined and come to an end, and forever thereafter to be null and void, and to serve or cause to be served a copy of said order on the Company or by causing the same to be posted in a conspicuous place on said premises; and then and from thenceforth the lease and demise contained and hereby created, and all franchises, powers, rights, and privileges connected therewith and growing, arising or accruing out of the same, shall cease, determine and come to an end and the City shall have again, repossess and enjoy the said demised premises and all wharfage, franchises, powers, rights and privileges, as its first and former estate, the same as if this lease and demise had never been made. The Company shall and will peaceably and quietly surrender and yield up unto the Commissioner the said demised premisés and all wharfage, franchises, powers, rights and privileges, and will not ask, sue for, demand, collect or receive in any manner, nor from any person whomsoever, any rental or any wharfage or compensation which shall thereafter accrue or become due and payable by reason of any vessel having come to, laid at or used said wharf property, after giving of said notice in the manner aforesaid. All subleases shall remain in full force and effect and the rights of sub-tenants shall not be affected by such dispossession or surrender.

Waiver of Default.

It is covenanted and agreed that no waiver of default by the Commissioner of the covenants and conditions hereof, to be fulfilled, kept, done and observed by the Company shall be construed to be and shall act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, fulfilled, kept, done and observed by the Company during the term of these presents.

Commissioner of Docks.

Whenever the words the Commissioner shall be mentioned herein, they shall be construed to mean the officer or agent of the City who for the time being shall be exercising the same or equivalent functions which the Commissioner of Docks now exercises in regard to the matters affected.

Covenant to Surrender.

The Company hereby further and lastly covenants and agrees to and with the City that it shall and will peaceably and quietly leave, surrender and yield up into the possession of the City without any fraud or delay, the demised premises, the right to collect wharfage to which is hereby leased and demised at the end of said term, or other sooner termination thereof.

Each and every of the covenants, premises, agreements, terms and conditions herein contained on the part of the City to be performed, fulfilled, observed and kept shall be binding upon it and its successors and assigns, and the rights thereunder, and all rights, privileges and benefits arising under this instrument in favor of the Company shall be available in favor of the Company, its successors and assigns, but subject to the covenant herein contained relating to assignments.

Each and every of the covenants, premises, agreements, terms and conditions herein contained on the part of the Company to be performed, fulfilled, observed and kept, shall be binding upon it and its successors and assigns, and the rights thereunder and all rights, privileges and benefits arising under this instrument in favor of the City shall be available in favor of the City its successors and assigns.

In witness whereof the Commissioner of Docks has executed these presents, in duplicate, for and in behalf of the City and has caused the seal of the Department of Docks and Ferries to be hereunto affixed, attested and proved by its Secretary, and the Company has caused these presents to be subscribed by its President, and its corporate seal to be affixed the day and year first above written.

September 19, 1912.

To the Bodrd of Estimate and Apportionment:

Gentlemen—On May 23, 1912, at the request of the Dock Commissioner, there was referred to the undersigned Committee on Terminal Improvements an offer, addressed to the Board of Estimate by Irving T. Bush, to organize for the City through the medium of the Bush Terminal Company a portion of the South Brooklyn water-front. upon condition that the City should purchase from the Bush Terminal Company its water-front property, consisting of piers, bulkheads and marginal strip lying between 39th and 51st streets in that Borough. This communication, in its original and amended forms has been carefully considered by your Committee. Conferences have been had between the Committee, Mr. Bush and the attorneys for the Bush Terminal Company, which the Dock Commissioner and his personal counsel, Mr. John DeWitt Warner, were invited to and did attend.

Your Committee in considering this question in the light of chapter 776 of the Laws of 1911, was confronted with the requirement that a general plan of the water-front development in the region affected by the proposed contract must be first adopted by the City under the terms of that Act before any contract of this nature can be entered into by the City. The steps taken toward the adoption of such a plan up to the present time have consisted only in the presentation by the Dock Commissioner of a tentative map to the Board of Estimate. This tentative map the Dock Commissioner assures the Committee is not his final and detailed plan. The law requires that for the plans of the Dock Commissioner to become effective the Board of Estimate must authorize the Dock Commissioner to adopt such a final and detailed plan. The Committee, therefore, as a first step feels that the Dock Commissioner should present to the Board of Estimate a plan for the physical development of the South Brooklyn water-front, in order that this Committee may consider it and report back to the Board of Estimate upon it, with a view to the later adoption of a resolution by this Board authorizing the Dock Commissioner finally to adopt such plan as the City's official terminal plan in this locality. No final action upon the Bush offer can be had under the law until such step has been first taken. While there is nothing in the law that estops the Dock Commissioner from presenting upon his own motion such final plan to the Board of Estimate for its consideration the Committee, for the purpose of expediting this improvement, has prepared a resolution requesting the Dock Commissioner to take this action without further delay.

It should be understood that the physical plans for water-front development in South Brooklyn will cover an area greater than that over which it is suggested that a contract with the Bush Company shall extend. Such plans will include the property of the New York Dock Company, the district of the Erie Basin and the South Brooklyn territory lying between 28th and 63d streets. The Bush properties and the properties of the City which it is suggested by Mr. Bush be included in the contract to be made with him constitute only a part of this district and will form only one factor in the general South Brooklyn water-front development. The Committee feels that the entire plan should be submitted before it is called upon to pass finally upon the Bush proposition.

The features of the Bush plan are embodied in a form of contract prepared by the attorneys for the Bush Terminal Company and transmitted to your Board herewith. This form is merely a preliminary draft, but it embodies the general ideas and plans of the Bush Terminal Company. The Committee presents it to your Board for your information and without recommendation.

The Bush offer generally contemplates the establishment of an extensive water-front freight terminal in South Brooklyn, of which the lands now owned by the City shall form a part and the Bush docks and marginal strip shall form a part after purchase by the City, the management of the entire terminal to be conducted by the Bush Terminal Company under contract of lease from the City.

This offer presents certain broad questions of policy for the consideration of this Board.

1. The establishment of a municipal freight terminal similar to those found in successful operation in European cities and in Montreal.
2. The acquisition by the City of the extensive water-front property of the Bush Terminal Company in South Brooklyn at the present time.
3. The private management of such a municipal water-front freight terminal, including a large section of the City's water-front property in South Brooklyn with its dock equipment, by private persons or a private corporation under contract with the City.

Your Committee has given careful thought to the question of the establishment of a municipal water-front terminal. This policy is strongly urged upon the City by the Dock Department. It finds its justification in the experience of other cities, particularly Hamburg, Germany, and Montreal, Canada, where such municipal freight terminals have been successfully established and operated. The Committee understands that the cities of Boston and Los Angeles are both engaged at the present time in formulating plans for the establishment of municipal freight handling facilities of a somewhat similar character. The Committee is convinced that the time has come when this City may with safety and with advantage to the commerce of the port undertake the establishment and conduct of freight terminal facilities along its water-front. The necessity for the initiation of municipal enterprize of this character was recognized by the Legislature in the passage of the so-called Freight Terminals Act, being chapter 776 of the Laws of 1911.

For the foregoing reasons, your Committee is prepared to recommend the establishment of a municipal freight terminal. The advantages of South Brooklyn as a site for the first terminal of this kind are as follows:

1. Such a terminal must be established where the initial cost of the land is relatively cheap, and thus attract the manufacturing and warehouse interests which are naturally tributary to a freight distributing terminal.

It is impossible to secure these conditions in Manhattan, and none of the other Boroughs furnish sites of anything like the accessibility and general convenience presented by the South Brooklyn water-front.

2. There is a sufficiently deep and broad government channel running the entire length of this shore front, insuring at all times adequate accommodations for ocean going commerce seeking to use the piers which may be erected as a part of the terminal.

3. The proposed site is admirably located with reference to other existing transportation facilities. It is joined on the north by the extensive docks and railroad facilities of the New York Dock Company, which should be welded into the general scheme for municipal freight terminals along the entire Brooklyn waterfront. On the south it adjoins the road of the New York Connecting Railroad Company which, when complete, will furnish all rail connections with all New England points.

It is almost directly opposite the Greenville Terminal in New Jersey, making it possible to float cars from that point with ease and dispatch.

4. There is at the present time considerable commercial development in South Brooklyn of precisely the character which would naturally grow up about a municipal freight terminal.

The question of policy involved in points 2 and 3 above noted, i.e., the acquisition of the Bush docks and the private management of the proposed freight terminal, must be considered together. The Bush water-front plant is a necessary factor to any comprehensive plan in the South Brooklyn district. The City's present water-front holdings lie to the north and to the south of the Bush docks. These properties cannot be properly improved and co-ordinated without the control of the Bush docks and marginal strip. Further, the Bush plant at the present time is the best organized terminal plant in The City of New York. It should be made to serve as the nucleus of a comprehensive municipal terminal plant.

If the City were not contemplating a connection with all of the facilities there established at the present time, and particularly the service of the Bush terminal railroad, there would be no particular reason for the immediate acquisition of the Bush docks. Ultimately these docks must undoubtedly be acquired by the City. In the opinion of the Committee, there would be no necessity for their immediate acquisition were it not for the opportunity that it offered thereby to secure the expert services of the Bush Terminal Company and its management and the valuable connections above noted. The advisability, therefore, of the purchase of these docks through condemnation or otherwise depends upon the wisdom and value of the proposed contract with the Bush Terminal Company. If that contract is unwise or undesirable, or if it cannot be satisfactorily negotiated, then there is in the opinion of this Committee no immediate necessity for the purchase of these docks. If, on the other hand, such a contract is desirable and can be successfully negotiated then in the opinion of your Committee it is highly desirable that the general policy of water-front acquisition by the City be carried out with respect to these docks at the present time.

This presents for consideration the advisability of the contract proposed. Before considering its terms the Committee points out that the Board must decide upon the broad question of policy presented in the proposal to place this great municipal freight terminal under private management. The reasons that may be urged in favor of such a step are:

First—The service of and the control that may be acquired over the Bush terminal railroad.

Second—The association of City docks and City property with the already highly organized and efficient Bush terminal plant, all operating together as the most extensive single terminal plant in the country.

Third—The advantages in efficiency and expert management that lie in the administration of this plant by the Bush Terminal Company, already widely experienced in this business, and under the direction of Mr. Irving T. Bush, whose experience, ability and success as a terminal organizer are generally recognized throughout the country.

Fourth—The increased return in income from the property which may be expected from this management.

Fifth—The guarantee of minimum income equal to interest and sinking fund upon the City's bonds issued for the acquisition of the Bush docks and the construction of new docks upon City land which the Company offers as one of the features of the contract with the City, with its attendant exemption of these bonds from computation in the City debt.

As against the advantages of private management just named, municipal operation of the proposed terminal would involved a disjointed and dislocated plant, whose parts would be separated by the intervening Bush property; the utter absence of railroad facilities to serve the docks now constructed, or hereafter constructed upon such land; the difficulties involved in the construction and establishment of railroad facilities; tthe financial inability of the City to improve its upland behind its water-front property with terminal stations and terminal stores of a character which would adequately serve the adjacent docks, without which such docks would attain only a part of their usefulness and the commerce of the port would remain without complete service; the administrative difficulties which always lie in municipal operation of so complex a business as freight terminal facilities, involving dock property, a railroad, and terminal stores.

In considering the relative advantages of the two methods of operation, it should be remembered that the railroad facilities, whether in the hands of a private operator or otherwise, will always remain under the jurisdiction and control of both the Public Service Commission and the Interstate Commerce Commission.

Your Committee is alive to all the objections to private control of public facilities, but after a careful consideration of the problem involved in the conduct of this peculiar and complex business, it has come to the conclusion that if a contract with a private operator can be obtained upon terms satisfactory to the City, it is desirable in this instance. It is in fact the only course than can be pursued if the City desires to establish an adequate and efficient freight terminal in South Brooklyn at the present time.

Upon the questions of policy, therefore, whch the Committee has presented for consideration, it desires to report the following recommendations:

1. That a comprehensive and fully equipped municipal water-front terminal be established in South Brooklyn.
2. That the management of this freight terminal be placed in the hands of the Bush Terminal Company, provided that a satisfactory contract can be worked out between that company and the City upon the terms outlined below.
3. That in the event of the negotiation of a satisfacory contract, the Bush piers and marginal strip be acquired by the City by condemnation.

The contract form prepared by Mr. Bush's attorneys contains his ideas of the terms of a contract to be entered into between his Company and the City. The

Committee herewith presents, for the consideration of this Board, a general outline of the terms of the contract proposed by Mr. Bush. If the Board shall determine that the suggested general plan embodied in this outline is satisfactory, and will so instruct the Committee, the Committee requests that the form of contract submitted by the attorneys for the Bush Company be recommitted to it, with instructions to negotiate, in conference with the representatives of the Bush Company, a final form of contract for presentation to this Board.

Suggested Terms.

1. That the City purchase, through condemnation, the piers, bulkheads and marginal way or strip of the Bush Terminal Company.

2. That the City execute a contract of lease, for a term of twenty-five years, with the Bush Terminal Company, terminable at any time on one year's notice in writing by the City, to cover the docks purchased from it, and also the water-front property between 28th and 63d streets, now owned by the City or hereafter to be acquired by the City during the period of the lease, together with such piers as are now, or may hereafter, during the lease period, be constructed upon such property (certain piers designated by the Dock Department as open public piers to be excepted from the lease), upon the following terms:

(a) The Bush Terminal Company to pay to the City 95 per cent. of the gross income recived from such piers, and to retain 5 per cent. of the gross income received from such piers as its compensation as general manager of the property.

(b) The Bush Terminal Company to covenant that if in any year the 95 per cent. of gross receipts payable as above noted shall be less than interest and sinking fund on the City bonds (5.14%) issued to defray the cost of acquiring the Bush piers and of the construction of piers on City land, then the Bush Terminal Company to make good and pay to the City of New York the difference between 95 per cent. of gross income and the amount of such interest and sinking fund.

3. The City to have the right at any time to withdraw from the operation of the lease any one of the piers so leased for the purpose of utilizing such pier as an open public pier.

4. The City, through the Dock Department and the Board of Estimate, to have the right, from time to time, to establish the policy and terms under and pursuant to which the piers affected by the proposed lease shall be rented to and utilized by the commerce of the port.

Commentary.

The foregoing provisions enable the City to obtain all of the advantages of municipal operation, as well as municipal ownership, with the exception of the loss of 5 per cent. of gross income as the price of private management, and at the same time secures the advantages which experience teaches lie in the private administration of so complex a business as that of freight terminal facilities. The incentive is left to the operator to secure the highest return from the property obtainable, both for himself and for the City, and at the same time, the supervisory control is reserved to the City, which will prevent the imposition of burdensome rates upon the commerce of the port, and the ability to order the entire enterprise according to the general policy which may, from time to time, be adopted and declared by the municipal authorities. Complete control of an absolute and ultimate nature is secured by the right of the City to terminate at any time on one year's notice.

The covenant of minimum income of 5.14 per cent. being the amount of interest and annual sinking fund payment upon the City's capital out lay in the purchase of the Bush piers and the construction of piers upon City land, insures, provided that the Bush Company is financially responsible, or the contract is properly secured, the immediate exemption from the computation in the City debt of the bonds issued for all expenditures made by the City from the present time forward in connection with the establishment of the proposed South Brooklyn terminal. The immense advantage of this to the City, carrying with it the opportunity for the re-employment of these funds in water-front improvements elsewhere, needs no emphasis.

Suggested Terms Continued.

5. The Bush Terminal Railroad Company to give to the City an option to purchase, at any time, its railroad and railroad franchise, at a price to be fixed by arbitration through a board of arbitrators.

6. The Bush Tterminal Railroad Company to agree that until the exercise of such option, and during the continuance of the lease, the City shall exercise a control over the operation of the said railroad, to be described in detail in the contract.

7. The Bush Terminal Railroad Company to further agree that it will operate any extensions of its railroad which may be built by the City under a municipal control to be specified in detail in the contract.

8. The Bush Terminal Railroad Company to further agree that it will construct, at its own cost, at a suitable location upon City land, railroad yards of sufficient capacity to handle all traffic, and will operate these yards in connection with its present railroad. The City, on the other hand, to agree that in the event of the termination or cancellation of the lease, it will pay to the Bush Terminal Railroad Company the fair value of the tracks, improvements and equipment of such yards, constructed by the Company, on the basis of cost less depreciation.

Commentary.

The foregoing terms will secure to the City a connection with the Bush Terminal railway for any railway which the City may see fit to construct along the South Brooklyn water-front upon its own property or elsewhere. It will secure for such railway or extension operation by the Bush Terminal Railroad Company. It will establish a stringent municipal control over operation of such extensions or additional railway constructed by the City so long as they are operated by the Bush Terminal Railroad Company, and will establish a detailed municipal control over the present Bush Terminal railroad throughout the life of the proposed lease. It will secure adequate yard facilities to subtend the City's piers now constructed or which may be hereafter constructed, and will put the City in a position to take over, in case of the termination of the proposed lease, a plant well equipped and capable of operation.

Suggested Terms Continued.

9. The Bush Terminal Company to further agree that it will, at its own cost and expense, construct upon the land of the City behind the piers now owned by the City, or hereafter to be constructed by the City, terminal stations and terminal stores of a maximum capacity of five million cubic feet, and of a character and design to be determined by the Commissioner of Docks with the approval of the Board of Estimate, the said cost and expense to be recouped by the Bush Terminal Company out of earnings in the following manner:

The cost of operation and maintenance to be first deducted from gross earnings;

Interest upon the Bush Company's capital investment in construction, not to exceed 5 per cent., to be next deducted;

An annual amount sufficient to amortize the Bush Company's investment in construction during a period of twenty-five years, interest to be compounded semi-annually at 4½ per cent., to be next deducted;

Surplus profits after foregoing deductions to be divided equally between the City and the Bush Terminal Company.

The committee suggests that a first step should be a physical examination of the Bush Company's docks, with a view to determining whether they are of a proper and suitable type and whether deferred maintenance is formidable in amount. This physical examination may well be under way while the Committee is in negotiation with the Company.

The Committee recognizes the great importance of the question presented both to the City and to the neighborhood affected. It feels that this matter should receive close study by every member of the board, and that public scrutiny and comment should be invited. To that end, it suggests that this matter be set down for consideration by the Board at its meeting of October 3rd, and further suggests that a public hearing be accorded on that day.

The Committee herewith presents a resolution for adoption to-day, requesting the Dock Commissioner to submit at the earliest moment his plans for the South Brooklyn improvement, and submits a second resolution approving the establishment of the South Brooklyn freight terminal, the general plan of a contract of operation with the Bush Company herewith presented, and the acquisition in condemnation of the Bush docks, upon condition that such a satisfactory contract be negotiated, and suggests that this resolution be set down for consideration at the meeting of October 3rd.

JOHN PURROY MITCHELL, President of the Board of Aldermen; WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President of the Borough of Manhattan; ALFRED E. STEERS, President of the Borough of Brooklyn.

THE CITY OF NEW YORK AND BUSH TERMINAL COMPANY.

Tentative Draft of Proposed Lease.

August, 1912.

This indenture, made the day of , 1912, by and between the City of New York, hereinafter called the City, acting by the Commissioner of Docks and Ferries, hereinafter called the Commissioner, party of the first part, and Bush Terminal Company, hereinafter called the Company, party of the second part.

Preamble.

Whereas, The City contemplates such organization of the water front facilities of the port as will involve at South Brooklyn, between Brooklyn Bridge and Bay Ridge, enlarged use of City lands and further acquisition by the City of waterfront property, and the co-ordination of public terminal service with such as may continue to be rendered in that neighborhood by private interests—of which such interests the Company is now the most extensive in ownership and operation of properties and facilities concerned; and

Whereas, Pending such construction and development of City property as may make preferable a different policy, the City desires to avail itself of the experience, connections and facilities now of such private concerns, especially such as now hold properties which it is probable the City may wish either immediately or ultimately to operate or acquire; and

Whereas, The City proposes to acquire through condemnation the waterfront property of the Company; and

Whereas, pending the further development of the City's plans, the Company is willing to co-operate with the City in its policy as stated; and

Whereas, to this end, a present lease by the City to the Company of its waterfront lands and facilities between Second Avenue and New York Bay, 28th and 63rd Streets, Brooklyn (except the block bounded by 36th and 37th Streets and Second Avenue and New York Bay, and the open public pier at the foot of 51st Street, and the open public pier to be constructed at the foot of 28th Street), in such terms as may permit and aid the development of said City policy, has been agreed upon between the City and the Company as the most convenient means of adjusting the conditions of such co-operation; now, therefore,

Duration.

This agreement witnesseth: That the Commissioner by and with the consent and authority of the Board of Estimate and Apportionment and for and in consideration of the rents, covenants, agreements, terms and conditions hereinafter mentioned and contained on the part of the Company to be paid, performed, kept, done and observed, has leased, demised and to farm let and by these presents does lease, demise and to farm let unto the Company for the term of twenty-five years to begin three months after title to the waterfront property of the Company vests in the City,

All and singular the pier bulkheads and other real estate and waterfront property in the Borough of Brooklyn now owned by the City between Second Avenue and the New York Bay and between 28th and 37th Streets, and also,

Description.

All and singular, the piers, bulkheads, slips, basins, marginal wharf and lands in front thereof and under water in said borough now owned or hereafter acquired by the City between 39th and 63rd Streets, together with all the piers and bulkheads and other structures and improvements erected and to be erected upon the demised premises: Excepting and reserving to the City the block bounded by 36th and 37th Streets and Second Avenue and New York Bay, and the open public pier at the foot of 51st Street and the open public pier to be constructed at the foot of 28th Street, and excepting and reserving to the City also the right to enter upon the demised premises and to construct sewers, conduits and all necessary and proper surface and sub-surface improvements and with the right to the Company to enter upon all such waterfront property. The waterfront property acquired by the City after the date of this lease shall be held for the unexpired term of the lease for the purposes of this lease.

Collection of Rents, Etc.

The City authorizes and empowers the Company, so far as such authority may be conferred by it, to ask, demand, sue for, levy, recover and receive in the name, to the use and at the expense of the Company all rentals from subleases and all wharfage as may during the continuance of the term arise, grow or become due from the tenants or from the master, owner, factor, or agent of any vessel which shall during the term come to lie at or use the hereinbefore mentioned wharf property. All piers constructed and rented or partly rented shall be taken subject to all leases outstanding.

The City further agrees to and with the Company that the Company may from time to time hereafter sublet any pier or portion thereof or any portion of the demised premises to any person or persons whomsoever, provided that all sub-leases shall be made in accordance with the general policy of the City as represented by the Department of Docks, whether as to rates, terms, conditions, limitations imposed, class or classes of commerce, to be provided for or given preference in accommodating, or otherwise—as it may be announced from time to time by the Commissioner or the Board of Estimate and Apportionment; and provided, further, that no sub-lease shall be made for a longer term than five years without the consent in writing of the Commissioner; that during the first ten years of the lease term no sub-lease shall be made without the written consent of the Commissioner for a term to extend more than one year beyond such first ten years; and that after the first ten years of the leased term no sub-lease for a longer term than one year shall be made without such consent. The Company further agrees that the Commissioner may require the Company to lease to any responsible tenant applying to the Commissioner any pier or part of a pier vacant and not then under refusal, which refusal shall not be for a longer period than two months, the rental to be not less per superficial foot of pier area than the average rental then or for some period immediately preceding of not more than two years next preceding such order, reserved for similar space upon the two next adjacent similar piers other than the piers at the foot of street.

The Company covenants that it will not sublet any pier nor any bulkhead nor any part thereof to any railroad company.

The Company further covenants that it will to the best of its ability find space alongside the demised piers or bulkheads to accommodate ocean going vessels which may apply to the Commissioner for berths. The Company covenants that all the piers shall at all times be devoted to the general commerce of the port of New York, and to that end that leases shall be made of the piers always at current rentals and that vessels not having piers shall always be given berths at current rates of wharfage when any space is available to the Company.

Rental.

And the Company in consideration of the lease and demise aforesaid and of the covenants and agreements on the part of the Commissioner herein contained has covenanted, promised and agreed and does hereby covenant, promise and agree to and with the City that the Company shall and will well and truly and without any manner of deduction, abatement, fraud or delay, pay or cause to be paid to the City at the office of the Commissioner of Docks, his successor or successors in yearly payments at the end of each year or as soon thereafter as accounts may be adjusted in every year during the aforesaid term, the following rental: Ninety-five per centum of the gross rentals and other income received by the Company from the demised premises.

If, during the period of construction, any portion of any unfinished pier or bulkhead is used or occupied, or if the Company shall itself use any of the premises hereby leased, the Company shall pay to the City ninety-five per centum of the revenue received, or reasonably chargeable, as the case may be.

The Company covenants that during the first ten years of the leased term and whether the gross earnings equal that sum or not that the Company will pay to the City as such rental five 14-100 per centum upon the expenditures made after the date of this lease by the City (a) in the acquisition of waterfront property of the Company and (b) in the construction of piers and bulkheads upon the property now owned by the City between 28th and 37th Streets and Second Avenue and New York Bay and (c) in the construction of piers and bulkheads upon any property hereafter acquired between 39th and 63rd Streets, First Avenue and New York Bay, except open public piers, and except as hereinafter limited in the paragraph herein entitled "Construction of New Piers"; (d) upon additional hereby agreed upon for the purposes of this lease as the capitalized value of pier the property of the City are now constructed at the foot of street. The Commissioner shall certify the cost of each parcel of waterfront property acquired from the Company and of each pier and each section of bulkhead when such pier or bulkhead is completed and delivered to the Company to be rented and thereafter such cost shall be part of the sum upon which the Company shall be obligated thereafter to pay five and fourteen one-hundredths per centum as aforesaid. Except as hereinafter limited in the paragraph herein entitled "Construction of New Piers."

Two-story Sheds.

From time to time and as the commerce of the port shall in the judgment of the Commissioner require, the piers acquired from the Company shall be equipped by the City with two story sheds, and when this shall be done the cost of such sheds shall be added to the sum upon which the Company covenants to pay the first five 14-100 per cent.

The Company shall in each and every year be entitled to deduct from the gross rentals received by it five per centum thereof, which five per centum the Company shall be entitled to have, receive and retain. The Company shall remove snow from the bulkheads, clean the piers, make and do ordinary repairs and re-dredging. The Company maintains a sprinkler system protecting the piers which the City proposes to acquire and protecting also the property of the Company, its warehouses and industrial buildings. The piers and bulkheads of the City erected and to be erected, and included in this lease, shall be maintained by the Company, and such maintenance shall include the necessary and customary re-dredging inside the pierhead lines.

Compliance with Laws, Etc.

The Company shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government, and of any and all their departments and bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon or connected with said premises during said term so far as such execution and compliance do not constitute renewals, replacements or betterments; and shall, with the same limitation, also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters for the prevention of fires.

The Company shall submit its special account of the cost of removal of snow, cleaning of piers, ordinary repairs, re-dredging, a fair proportion of the cost of maintaining said sprinkler system, such cost to be the proportion of the total annual cost of the whole sprinkler system which the number of sprinkler heads upon the piers bears to the total number of sprinkler heads installed, cost of maintenance and cost of compliance with the statutes, ordinances, rules, regulations and requirements hereinbefore mentioned, to the Commissioner monthly, and when such account shall be audited and allowed, the Company may retain the audited amount from the next payment due to the City.

Should, however, the rental to be paid by the Company to the City of ninety-five per centum of the gross rentals and other income received by the Company from the demised premises, if reduced by the above deductions, amount during any one year of the lease term to a less sum than the amount of said five and fourteen one-hundredths per centum upon the expenditures of the City as hereinbefore provided, the Company shall be entitled to deduct or retain only the difference betwen said amount of five and fourteen one-hundredths per centum upon the expenditures of the City and the said ninety-five per centum of the gross rentals and other income, and the Company shall, nevertheless, pay to the City in each and every year the amount of said five and fourteen one-hundredths per centum; but the right of the Company to deduct and retain the amounts hereinbefore mentioned shall be cumulative, so that any deficiency in the payment to the Company of the said five per centum of said rentals and other income, and of said audited accounts, with interest on said audited accounts, shall be made good to the Company out of said rentals and other income of subsequent years, and the Company shall be entitled to deduct such deficiency in whole or in part from the surplus of gross rental and other income of subsequent years over and above the amount of said five and fourteen one-hundredths per centum payable in such subsequent years, which said deficiency the Company shall be entitled to have, receive and retain.

Rebuilding.

It is further covenanted and agreed that if by reason of total or partial destruction through fire, floating ice, collision or the action of the elements (or if for any other reason), any part of the premises hereinbefore described shall be required to be rebuilt, the same shall be rebuilt by the City in like manner and similar to the premises destroyed and by and at the expense of the City, and from the time of the destruction to the time of the completion of the reconstruction the amount upon which five 14-100 per centum per annum is covenanted to the City by the Company shall abate by the amount of the value of the pier or bulkhead or portion thereof so destroyed, which value if agreed upon by the Company and the Commissioner shall be fixed by arbitration in like manner as in case of withdrawal. If a pier is wholly destroyed and rebuilt, the liability of the Company under its covenant to pay said five and fourteen one-hundredths per centum shall commence upon the date of the completion and restoration of the pier, and shall be equal to the amount by which its said covenant abated upon the destruction of the old pier and shall be increased or diminished as the commercial value of the new pier is greater or less than the commercial value of the old pier, and if such commercial value of the new pier is not agreed upon between the Company and the Commissioner it shall be fixed by arbitration in the manner hereinafter provided in the paragraph entitled "Arbitration."

Construction of New Piers.

The construction of the pier shown upon the diagram hereto annexed, nearly opposite the foot of 35th street, shall be commenced during the year 1912 and completed as rapidly as practicable. The construction of the pier opposite the foot of 30th street shall be commenced within the year 1913 and completed as rapidly as practicable. The construction of the piers shown upon the plan annexed between 52d and 63d streets shall be commenced whenever the Commissioners of the Sinking Fund and the Commissioner shall determine that the commerce of the port demands these piers and the funds shall have been appropriated by the Board of Estimate and Apportionment for the construction of such piers, but unless the Company shall apply for a more rapid construction, there shall not be included in the amount covered by its covenant to pay said five and fourteen one-hundredths per centum to the City the cost of more than one additional pier in each successive year.

Public Piers.

The pier to be constructed at the foot of 28th street and the pier already constructed at the foot of 51st street shall be and remain open public piers, but no part of either shall be leased for ocean-going traffic during the first ten years of the lease term without the written consent of the Company.

Withdarawal of Piers—Manner of Withdrawal—Deduction from Return by Reason of Withdrawal of Piers.

The Commissioner may withdraw from this agreement at any time any other pier between 28th and 63d streets, and thereafter such pier shall remain an open public pier, at which any vessel may lie at the customary rates of wharfage. No such pier so withdrawn shall be leased for ocean-going traffic during the first ten years of the lease term without the written consent of the Company. Such withdrawal may be made by the Commissioner by and with the approval of the Board of Estimate and Apportionment. Any and all such piers so withdrawn shall be restored to this agreement and become subject to the provisions hereof upon written consent of the Company, and of either the Commissioner or the Board of Estimate and Apportionment. If and whenever any such withdrawal shall be made during the first ten years of the leased term there shall be deducted from the amount upon which the Company is obligated to pay under its covenant aforesaid five per centum per annum, upon the value of the pier withdrawn, such value to be the amount at which the pier was valued in computing the original amount upon which the Company became obligated under its said covenant and in case of piers acquired from the Company, such values to be the value of the land and piers upon which the Company originally became obligated under its said covenant and if the Commissioner and the Company cannot agree upon the amount of the deduction, it shall be settled by arbitration in the manner hereinafter provided, in the paragraph entitled arbitration.

Construction of Railroad.

Every pier except the open public piers at the foot of 28th street and 51st street shall have upon it double railroad tracks extending to the end of the pier, and these railroad tracks shall be connected over the property of the City with the railroad of the Bush Terminal Railroad Company. They shall be equipped by the City with suitable and proper offices, usual and customary toilet and other facilities, suitable water mains, and be properly wired for transmission of electricity for light and power. The cost of this construction shall be included in the sum upon which the Company covenants to pay 5 14/100 per centum per annum during the first ten years of the leased term.

At appropriate locations between 28th and 36th streets and between 52d and 63d streets, to be selected and approved by the Commissioner and by the Company, two railroad yards with tracks and terminal facilities of plan, construction and equipment to be approved by the Commissioner and by the Company shall be constructed upon the lands of the City by the Company and at its expense, adequate for such accommodation of commerce as the City may see fit to provide in that locality.

Terminal Station and Stores.

The Company agrees from time to time to erect upon the property of the City between 28th and 63d streets, terminal stations and terminal stores, of plan, construction and equipment up to an aggregate capacity of 5,000,000 cubic feet, to be approved by the Commissioner. These stations and stores shall be the property of the City and operated by the Company. Out of the income therefrom, the Company shall pay operating expenses and repairs and renewals to be satisfactory to the City and retain an amount sufficient to pay interest on its investment at 5 14/100 per centum per annum, and an amount sufficient to amortize upon an actuarial basis, compounded at four and one-half per cent. semi-annually, in twenty-five years the cost of the warehouses. Any surplus net income shall be divided equally between the City and the Company. If the income from stations and stores in any year is less than the operating expenses, the cost of repairs and renewals, the interest and amortization as above, the Company shall have the right to recoup the deficit out of income of succeeding years. If, at the termination of this lease, the cost of such stations and stores shall not have been amortized, the City shall pay to the Company the balance not amortized and due to the Company.

The Commissioner, with the approval of the Board of Estimate and Apportionment, may require the terminal stations and terminal stores to be so constructed that the roofs may be used for an esplanade or one or more gardens or playgrounds for the public use or recreation. If such esplanade gardens or playgrounds are constructed the additional cost shall be paid by the City to the Company, and such cost shall include the additional cost, if any, of the walls to carry the esplanade roof garden or playground and the additional cost of the roof and its equipment and proper approaches elevated over 2d avenue, and such additional cost shall be ascertained by arbitration, in the manner hereinafter provided in the clause entitled "Arbitration." The esplanade playground and garden if constructed, shall be maintained by the City.

City May Terminate Lease.

At any time and upon giving one year's notice in writing, the City by vote of its Board of Estimate and Apportionment and after a public hearing of the Company may terminate this agreement and take possession of all its property. The City shall pay to the Company the cost of the stations and stores not amortized and remaining unpaid, their equipment to be purchased and taken by the City at cost less depreciation, both to be settled by arbitration, in the manner hereinafter provided in the clause entitled "Arbitration."

The Company owns the capital stock of the Bush Terminal Railroad Company, which company holds a franchise from the City for the operation of a railway between 28th and 65th streets, South Brooklyn. The Company gives to the City an option, during the term hereby created, to purchase such franchise, and the tracks, yards, and generally all of the real property now used by the Railroad Company upon the following terms: The City, by and through the Board of Estimate and Apportionment shall give six months' notice of its intention to purchase such franchise, tracks, yards and generally all the real property now used by the Railroad Company. At the time of giving such notice, the Board of Estimate and Apportionment shall appoint one appraiser and notify the Company of his appointment. Within twenty days thereafter the Company shall appoint a second appraiser and notify the Board of Estimate and Apportionment of such appointment. Within ten days thereafter the two appraisers thus appointed shall meet and appoint a third appraiser. If said two appraisers fail to appoint the third appraiser within 30 days, then such appointment is to be made by the Commerce Court of the Chamber of Commerce of The City of New York. These three appraisers shall ascertain and determine the compensation which should justly be made to the Company for its said franchise and property as aforesaid. The Company and the City shall have the right to submit to the appraisers oral and written testimony of the value of said franchise and property to the Company and the evidence of the Company shall be given and closed within thirty days after the appointment of the third appraiser. The City shall have the right to meet such evidence by opposing evidence and its evidence shall be given within thirty days after the case for the Company is closed. The Company shall have the right to give evidence in rebuttal within ten days after the case for the City is closed and the Appraisers after hearing all proofs and allegations and arguments of the City and the Company shall within ten days after the argument is closed ascertain and determine the value of the said franchise and property of the Company and in writing give notice to both parties of their decision and upon and after the payment of the award by the City to the Company, the City shall be entitled to enter and take possession of the railroad property. All rolling stock shall be taken at its value which shall be the cost thereof, less depreciation.

The Company agrees that the Bush Terminal Railroad Company shall accept a lease, at the option of the City, to operate any extensions of the railroad north of 28th street or south of 65th street, which may be constructed either by the railroad or by the City. The rental payable by the Company to the City for such extensions, when constructed by the City, shall be 5.14 per centum per annum of the cost to the City of their construction of roadbed, tracks and equipment of any such extension. The general intention is that the City shall be able by extensions and connections to serve the entire water-front of the Borough.

At any time, upon giving one year's notice in writing, the City, by vote of its Board of Estimate and Apportionment, and after a public hearing of the Company, may terminate the lease of such extensions. In the event of such termination, nothing shall be payable by the City to the Railroad Company for the extensions constructed by the City, but the City shall pay to the Company the fair value of the tracks, improvements, equipment and other property of such extensions constructed by the Company at a valuation which shall be the cost thereof less depreciation. If the City and the Company cannot agree upon the value of such tracks, improvements, equipment and other property, such value shall be determined upon a basis of the cost less depreciation, by arbitration, in the manner herein provided in paragraph entitled "Arbitration."

The Company covenants that the City shall have the right to exercise control over the operation of the said Bush Terminal Railway and its extensions as follows:

(1) The operation of such railway as it now exists between 28th and 65th streets, and such extension thereof as may be constructed by the Bush Terminal Railway Company on land other than the City's, shall be subject to such direction, rules and regulations in respect of (a) the facilities which may be supplied, trackage, motive power, engines, cars, transport, carriage, handling, space and storage (incidental to shipment and delivery); and (b) any other factor or incident of such service, as the Commissioner, whether in pursuance of what he may deem the policy of the City, or to provide and insure the most perfect service practicable and equality of service of any class to all persons at rates and on terms equivalent or proportionate to those charged or imposed upon any other person for such or similar service, or to promote the commerce, or to organize and extend the terminal facilities of this port, or to secure the most extensive commercial use of the water-front property of the City, may from time to time give, make or establish; provided, that the Railroad Company, if it deems such determination of the Commissioner to be onerous or unfair, may have the right to appeal therefrom to the Board of Estimate and Apportionment, whose decision in the premises shall be final.

The Company further covenants that the Commissioner, at the instance of the Company or on his own motion, may revoke, change or add to such directions, rules and regulations from time to time, but the Company shall have a like appeal as provided for in the foregoing section from such revocation or change by the Commissioner.

(2) The operation of all extensions of said Railway Company as may be constructed upon the land of the City, whether within the area between 28th and 65th streets or in the territory lying north or south thereof or otherwise as well as the operation of the yards and be constructed upon the land of the City, shall be subject to such direction, rules and regulations in respect of (a) the facilities which may be supplied, trackage, motive power, engines, cars, transport, carriage, handling, space and storage (incidental to shipment and delivery); and (b) the rates, charges or terms at or on which service shall be rendered or facilities afforded, provided always that, in establishing such rates, charges or terms, regard shall be had to the expense of operation, repair, renewal, depreciation, interest on cost and amortization within not less than fifty years; and (c) any other factor or incident of such service; and (d) developments or improvements to provde for up-to-date service; and (e) repairs or renewals of the railroad or its equipment; as the Commissioner, whether in pursuance of what he may deem the policy of the City, or to provide and insure the

most perfect service practicable and equality of service of any class to all persons at rates and on terms equivalent or proportionate to those charged or imposed upon any other person for such or similar service, or to promote the commerce, or to organize and extend the terminal facilities of this port, or to secure the most intensive water-front use of the property of the City, may from time to time give, make or establish; provided, that if the rates, charges and terms so directed, fixed and established other than with the consent of the Company shall be such as not to produce for the Company a fair profit over the rental of 5.14 per centum per annum payable to the City, then such rental of 5.14 per centum shall be *ipso facto* reduced to a rate at which such rates, charges and terms shall actually produce a fair and reasonable profit to the said Railroad Company after providing for the expense of opertion, repairs, renewals and depreciation.

Bush Terminal Railroad Option.

At the termination of thise lease at any time and in any manner and if the City shall not have acquired the railroad of the Bush Terminal Railroad Company the City shall at the option of the Company lease to the Company for the remainder of the 25-year period of this lease the railroad yards to be constructed and the float bridges constructed and to be constructed and then in use at a rental for the first ten years of 5.14 per cent. per annum upon the value of the premises so leased, which values shall be ascertained by arbitration, in the manner hereinafter provided; in the clause entitled arbitration, in addition to the expense of maintenance, repairs and upkeep in each case to be borne by the Company, the rental thereafter to be at a rate fixed by like arbitration, every ten years, and the term shall continue until the City shall acquire all the franchises and properties of the Bush Terminal Railroad Company in the manner hereafter described, and until then, the Railroad Company shall have access to all piers of the City between 28th and 63d streets over the tracks to be constructed, as hereinbefore provided. The City shall have the option at any time upon one year's notice to cancel the lease of said railroad yards and float bridges made pursuant to the terms of this paragraph. In the event of such cancellation or other termination of the lease through the acquisition of the Bush Terminal Railroad the City shall pay to the Company the fair value of the tracks, improvements, equipments and other property constructed by the Company upon the premises of the City at a valuation which shall be the cost thereof, less depreciation. If the City and the Company cannot agree upon the value of such tracks, improvements, equipment and other property, such value shall be determined, upon a basis of the cost less depreciation, by arbitration in the manner hereinafter provided in paragraph entitled "Arbitration."

Reentry for Breach.

The Company further covenants and agrees that if the rent or sum of money herein reserved or any part thereof, shall at any time be due or unpaid for the space of sixty days after the same shall have become due and payable according to the terms thereof, and demand in writing shall be made upon the Company for payment thereof, or the Company shall fail to perform, keep, do or observe any or either of the covenants, agreements, promises, things, terms or conditions herein contained on the part and behalf of the Company to be performed, kept, done or observed, then and in such case, and in every such case it shall be lawful for the City, by order of the Board of Estimate and Apportionment, at its discretion, to declare this lease or demise and the term, estate or interest hereby created, to have ceased, determined and come to an end, and forever thereafter to be null and void, and to serve or cause to be served a copy of said order on the Company, or by causing the same to be posted in a conspicuous place on said premises; and then and from thenceforth the lease and demise contained and hereby created, and all powers, rights and privileges connected therewith and growing, arising or accruing out of the same shall cease, determine and come to an end, and it shall be lawful for the City to re-enter the premises and the same to have again, repossess and enjoy with all wharfage, powers, rights and privileges, as its first and former estate, the same as if this lease and demise had never been made, saving and preserving at all times the right of all sub-tenants holding leases. The Company shall and will peaceably and quietably surrender and yield up unto the Commissioner the said demised premises and all wharfage, powers, rights and privileges by this indenture granted or created, and will not ask, sue for, demand, collect or receive in any manner, nor from any person whomsoever, any rental or any wharfage or compensation which shall thereafter accrue or become due and payable by reason of any vessel having come to, laid at or used said wharf property, after giving of said notice in the manner aforesaid. All sub-leases shall remain in full force and effect and the rights of sub-tenants shall not be affected by such dispossession or surrender.

Accidents.

And the Company does farther covenant and agree to and with the City that if at any time during the aforesaid term, any accident to any person or persons or property shall occur on or in proximity to the aforesaid premises by reason of the negligence of the Company, its agents or employees, and in any action brought to recover damages therefor, judgment shall be recovered against the City, then and in every such event, upon written demand being made upon it, the Company shall and will pay to the City the amount of any and every such judgment that may have been so obtained against the City, together with all reasonable and proper costs, expenses and counsel fees to which the City may or shall be subjected in the defense of such actions, provided, however, that the City shall have given notice in writing to the Company of the pendency of such action, and shall have afforded the counsel of the Company a reasonable time, if so requested, to cooperate with the Corporation Counsel of the City in the defense of such action.

Accounts.

The Company during the term of the lease shall and will keep accurate and proper books of account in form to be approved by the Comptroller which shall at all times be open to the inspection of the Comptroller, the Commissioner of Accounts and the Commissioner or their representatives, and quarterly the Company will render to the Comptroller and the Commissioner an account or accounts of receipts and disbursements.

Waiver of Default.

It is covenanted and agreed that no waiver of default by Commissioner of the covenants and conditions hereof, to be fulfilled, kept, done and observed by the Company shall be construed to be and shall act as a waiver of any subsequent default or any of the terms, covenants and conditions herein contained to be performed, fulfilled, kept, done and observed by the Company during the term of these presents.

Arbitration.

Whenever and wherever it is herein provided that an appraised value be determined by appraisers, or that an amount shall be ascertained by arbitration, or a rate fixed by arbitration, and the manner of such arbitration or appraisal is not otherwise expressly provided, it is greed that the subject matter be determined by three arbitrators or appraisers, one to be named by the Company, one to be named by the City, and the third to be chosen by the arbitrators or appraisers so named by the City and by the Company. In the event of the failure of the two arbitrators or appraisers so named to choose the third arbitrator or appraiser within   days after written request for such selection be served upon said arbitrators or appraisers by the Company or by the City, the third arbitrator or appraiser shall be the person named by the Commerce Court of the Chamber of Commerce in The City of New York. The decision of a majority of said arbitrators or appraisers shall be final and binding upon all parties hereto.

Commissioner of Docks.

Whenever the words the Commissioner shall be mentioned herein, they shall be construed to mean the officer or agent of the City who for the time being shall be exercising the same or equivalent functions which the Commissioner of Docks now exercises in regard to the matters affected.

Covenant to Surrender.

The Company hereby further and lastly covenants and agrees to and with the City that it shall and will peaceably and quietly leave, surrender and yield up into the possession of the City without any fraud or delay, the demised premises, the right to collect wharfage to which is hereby leased and demised at the end of said term, or other sooner termination thereof.

Each and every of the covenants, promises, agreements, terms and conditions herein contained on the part of the City to be performed, fulfilled, observed and kept shall be binding upon it and its successors and assigns, and the rights thereunder, and all rights, privileges and benefits arising under this instrument in favor of the Company shall be available in favor of the Company, its successors and assigns, but subject to the covenant herein contained relating to assignments.

Each and every of the covenants, promises, agreements, terms and conditions herein contained on the part of the Company to be performed, fulfilled, observed and kept, shall be binding upon it and its successors and assigns and the rights thereunder and all rights, privileges and benefits arising under this instrument in favor of the City shall be available in favor of the City, its successors and assigns.

In witness whereof, the Commissioner of Docks has executed these presents, in duplicate, for and in behalf of the City and has caused the seal of the Department of Docks and Ferries to be hereunto affixed, attested and proved by its Secretary, and the Company has caused these presents to be subscribed by its President, and its corporate seal to be affixed the day and year first above written.

The following resolution was offered:

Resolved, That the Dock Commissioner be and he hereby is requested, pursuant to the provisions of chapter 776 of the Laws of 1911, to prepare and submit to the Board of Estimate and Apportionment, at the earliest practicable date, plans for the organization of the South Brooklyn water-front, including the location and establishment upon such water-front of one or more freight terminals, including that portion lying between 28th and 63d streets.

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 President of the Board of Aldermen moved that the Board hold a public hearing at the meeting to be held on Thursday, October 3, 1912, at Room 18, City Hall, on the second resolution submitted, reading as follows:

"Whereas, On May 23, 1912, Mr. Irving T. Bush, as President of the Bush Terminal Company, submitted to the Board of Estimate and Apportionment an offer to organize a portion of the South Brooklyn water-front as a freight terminal, provided the City should purchase by condemnation the piers and bulkheads of the Bush Terminal Company; and

"Whereas, Chapter 776 of the Laws of 1911 permits of such organization and management in the manner proposed, through the medium of a lease; and

"Whereas, The Committee on Terminal Improvements of this Board, to which such offer was referred, has reported in favor of the taking of said Bush Terminal Company's property by condemnation, in the event of the satisfactory negotiation of a lease to include both the property of the Bush Terminal Company acquired and certain other City property lying between 28th and 63d streets; and

"Whereas, It appears to the Board of Estimate and Apportionment that the recommendations of the Committee on Terminal Improvements should be adopted; and

"Whereas, The said Committee has presented, as a part of its report, a form of contract prepared by the attorneys for the Bush Terminal Company, said proposed contract being incomplete in form, but representing in general the views of the Bush Terminal Company. Now, therefore, be it

"Resolved, That said form of proposed contract so submitted by the attorneys for the Bush Terminal Company be referred back to the Committee on Terminal Improvements with instructions to confer with the Bush Terminal Company for the purpose of negotiating, for submission to this Board, a contract embodying the general plan adopted by this resolution."

Which motion 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 Secretary presented a communication from the Commissioner of Docks relative to a proposed plan for terminal facilities and equipment thereof on the shores of the East River, Buttermilk Channel, Gowanus Bay and Upper Bay, and extending from the foot of Fulton street to the foot of 65th street, Brooklyn, and recommending that the Board authorize the adoption of the general plan submitted, pursuant to section 3 of chapter 776 of the Laws of 1911.

Which was referred to the Committee consisting of the President of the Board of Aldermen, the Comptroller, the President of the Borough of Manhattan, the Chief Engineer of the Board and the President of the Borough of Brooklyn, appointed to consider the general subject of terminal improvements, etc., at the Port of New York.

(On December 14, 1911, a communication from the Commissioner of Docks, requesting the Board to authorize the adoption of the above plan, was presented to the Board and referred to the Comptroller and Chief Engineer.)

The Secretary presented the following communication from the Corporation Counsel transmitting, in pursuance of resolution adopted July 11, 1912, petition to the Appellate Division of the Supreme Court, First Judicial Department, for a determination of the amount of debt incurred prior to the 1st day of January, 1910, by The City of New York, for dock investment which may be excluded in ascertaining the power of the City to become otherwise indebted, pursuant to the provisions of section 10, article 8 of the Constitution; also transmitting resolution for adoption, approving the petition, adopting the allegations therein as the findings of the Board and authorizing and directing the Mayor, Comptroller and President of the Board of Aldermen to verify said petition in behalf of the Board acting for The City of New York:

City of New York, Law Department, Office of the Corporation Counsel, New York, September 16, 1912.

Board of Estimate and Apportionment:

Sirs—Pursuant to the resolution adopted by you on the 11th day of July, 1912, I transmit herewith petition to the Appellate Division of the Supreme Court in the First Judicial Department for a determination of the amount of debt incurred prior to the 1st day of January, 1910, by The City of New York for dock investment, which may be excluded in ascertaining the power of the City to become otherwise indebted pursuant to the provisions of section 10 of article 8 of the Constitution.

I also transmit resolution for adoption by you, among other things, approving the petition, adopting the allegations therein as your findings, and authorizing and directing the Mayor, the Comptroller and the President of the Board of Aldermen to verify said petition in behalf of your Board, acting for The City of New York. Respectfully yours, ARCHIBALD R. WATSON, Corporation Counsel.

The following was offered:

Whereas, Pursuant to a resolution adopted by this Board on the 11th day of July, 1912, the Corporation Counsel has prepared and submitted to this Board a petition to the Appellate Division of the Supreme Court in the First Judicial Department for a determination of the amount of debt incurred prior to the 1st day of January, 1910, by The City of New York for dock investment, which may be excluded in ascertaining the power of the City to become otherwise indebted pursuant to the provisions of section 10 of article 8 of the Constitution.

Resolved, That this Board approves the petition prepared and submitted by the Corporation Counsel and adopts the allegations made therein as its findings in the premises, and that a copy thereof be spread upon the minutes; and be it further

Resolved, That the Corporation Counsel prepare such other papers and take such further steps as may be necessary to have such application made and heard at the earliest possible day; and be it further

Resolved, That the Mayor, the Comptroller and the President of the Board of Aldermen be and they hereby are authorized and directed to verify said petition in behalf of this Board acting for The City of New York.

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 petition, prepared and submitted by the Corporation Counsel, was then signed and verified by the Mayor, the Comptroller and the President of the Board of Aldermen:

SUPREME COURT.

Appellate Division—First Judicial Department.

In the matter of the application of The City of New York, pursuant to the provisions of chapter 276 of the Laws of 1910, for a determination of the amount of indebtedness incurred by said City prior to the first day of January, 1910, for dock investment, which may be excluded in ascertaining the power of said City to become otherwise indebted, pursuant to the provision of section 10 of article 8 of the Constitution.

The petition and application of The City of New York, acting by its Board of Estimate and Apportionment, respectfully shows to the Court upon information and belief:

First—Pursuant to the provisions of section 10 of article 8 of the Constitution, as amended, which went into effect on the first day of January, 1910, and which, among other things, provides that any indebtedness incurred by The City of New York for any rapid transit or dock investment prior to said first day of January, 1910, may be excluded in ascertaining the power of said City to become otherwise indebted proportionately to the extent to which the current net revenue received by such City therefrom shall meet the interest and the amortization instalments thereof, and that the legislature should prescribe the method by which and the terms and conditions under which the amount of any debt to be so excluded should be determined and that the legislature might, in its discretion, confer appropriate jurisdiction upon the Appellate Division of the Supreme Court in the First Judicial Department, for the purpose of determining the amount of any debt to be so excluded, the legislature passed an act, being chapter 276 of the Laws of 1910, which was duly signed by the Governor and went into effect on the 11th day of May, 1910.

By said act, which prescribes the method by which and the terms and conditions under which the amount of any debt to be so excluded should be determined, The City of New York, acting by the Board of Estimate and Apportionment of said City is authorized to present to the Appellate Division of the Supreme Court in the First Judicial Department, a verified petition setting forth the facts and praying for a determination of the amount of any debt incurred by The City of New York for rapid transit or dock investment prior to the first day of January, 1910, which may be excluded in ascertaining the power of said City to become otherwise indebted under the provisions of said section 10 of article 8 of the Constitution and conferred jurisdiction upon said Appellate Division to make such determination.

Second—Pursuant to the said constitutional provision and statute hereinbefore recited, the Board of Estimate and Apportionment of the petitioner, by a resolution duly adopted on the 31st day of May, 1912, required the Comptroller of the petitioner to prepare and submit to said Board a statement showing in detail indebtedness incurred by the petitioner for dock investment prior to the first day of January, 1910, with the dates of maturity of such indebtedness, the terms of any and all agreements and contracts made by or in behalf of the petitioner with respect to such investment, the gross revenue received by the petitioner therefrom, the interest paid and to be paid by the petitioner on said indebtedness, the annual instalments necessary for the amortization thereof, and the current net revenue derived by the petitioner from said investment, and pursuant to such resolution the said Comptroller did prepare and submit to said Board such statement, and thereupon, the said Board of Estimate and Apportionment did, by resolution adopted on the 11th day of July, 1912, direct that application be made to this Court for a determination of the amount of indebtedness incurred by the petitioner, prior to the first day of January, 1910, for dock investment, which may be excluded in ascertaining the power of the petitioner to become otherwise indebted under the provisions of said section 10 of article 8 of the Constitution of the State of New York.

Third—Prior to the year 1879 and to and including the 31st day of December, 1909, it was the practice to make all payments of money of whatever character on account of the several functions of the Department of Docks and Ferries of the petitioner and of its predecessor departments, viz.: docks, recreation buildings and municipal ferries, out of a common fund known as the Dock Fund. The moneys in the dock fund were and are now provided principally by issue of long time bonds of The City of New York. These bonded obligations were issued prior to the first day of January, 1898, by the Mayor, Aldermen and Commonalty of The City of New York, one of the predecessor corporations of The City of New York as now constituted and are described and designated as "Dock Bonds," and since January 1, 1898, such money has been and is now provided by the issue of corporate stock of The City of New York.

Prior to January 1, 1910, the yearly maintenance and operating expenses of the Department of Docks and Ferries and its predecessor departments were paid from the proceeds of the sale of bonded obligations and the cost of such maintenance, and the amount of such operating expenses incurred prior to January 1, 1910, form part of the bonded indebtedness enumerated in the paragraph of this petition marked "Fourth"; since January 1, 1910, pursuant to the provisions of chapter 277 of the Laws of 1909, the yearly maintenance and operating expenses of the Department of Docks and Ferries have been charged to and paid from annual appropriations made for the Department of Docks and Ferries in the tax budget of the petitioner, and since that date have not been charged against or paid from the proceeds of the sale of corporate stock.

Annexed hereto, marked "Exhibit A" and made a part hereof to the same extent as if the facts therein stated were herein fully and at length set forth, is a comprehensive statement giving in detail data as to all the activities of the Department of Docks and Ferries of The City of New York and its predecessor departments, under the following subdivisions:

1. Bonded indebtedness.
2. Contract liability.
3. Land liability.
4. Terms of agreements and contracts.
5. Gross revenue received by the City.
6. Interest paid and to be paid by the City on bonded indebtedness.
7. Annual instalment necessary for amortization of indebtedness.
8. Current net revenue received by the City.

This statement relates to lands, wharves, piers, bulkheads, floating plants and appurtenances and all classes of the activities under the jurisdiction of the Department of Docks and Ferries, including recreation buildings, which are portions of certain piers, usually the upper decks, used as public recreation places; municipal ferries, which are ferries which are owned by the petitioner and operated by it under the jurisdiction of the Department of Docks and Ferries and the Roosevelt Street-Broadway Ferry, which is the ferry operated by the Brooklyn and Manhattan Ferry Company under the terms in said schedule more particularly set forth.

Fourth—The bonded obligations for indebtedness incurred prior to January 1, 1910, for which the petitioner is liable, issued by it and its predecessor corporations previous to said day for the several activities under the jurisdiction of the Department of Docks and Ferries and its predecessor departments, showing the year when issued, the year of maturity and the rate of interest, are as follows:

Schedule of Outstanding Bonds December 31, 1909.

Bonds Sold in Year.	Year of Maturity.	Rate of Interest. Per Cent.	Amount.	Bonds Outstanding December 31, 1909.
1879	1910	5	$75,000 00	$75,000 00
1880	1910	5	$445,000 00	
1880	1911	5	128,500 00	573,500 00
1881	1911	5	$62,500 00	
1881	1911	4	672,000 00	
1881	1912	4	368,000 00	1,102,500 00
1882	1912	4	$712,000 00	
1882	1913	4	225,000 00	937,000 00
1883	1913	4	$595,000 00	
1883	1914	4	175,000 00	770,000 00
1884	1914	3	$625,000 00	
1884	1915	3½	1,150,000 00	1,775,000 00
1886	1916	3	$500,000 00	500,000 00
1887	1917	3	$500,000 00	
1887	1918	3	200,000 00	700,000 00
1888	1918	3	$800,000 00	
1888	1919	3	500,000 00	1,300,000 00
1889	1919	2½	$50,000 00	
1889	1919	3	500,000 00	
1889	1920	2½	200,000 00	750,000 00
1890	1920	2½	$200,000 00	
1890	1920	3	1,050,000 00	
1890	1921	3	100,000 00	1,350,000 00
1891	1921	3	$1,600,000 00	
1891	1922	3	350,000 00	1,950,000 00
1892	1922	3	$2,150,000 00	
1892	1923	3	800,000 00	2,950,000 00
1893	1923	3	$1,725,000 00	
1893	1924	3	1,025,000 00	2,750,000 00
1894	1924	3	$1,060,000 00	
1894	1924	3½	500,000 00	1,560,000 00
1895	1925	3	$1,190,000 00	1,190,000 00
1896	1926	3½	$1,000,000 00	
1896	1927	3½	1,000,000 00	2,000,000 00
1897	1927	3½	$3,000,000 00	
1897	1928	3	250,000 00	
1897	1928	3½	1,750,000 00	5,000,000 00
1898	1928	3	$2,075,294 54	
1898	1928	3½	1,600,000 00	3,675,294 54
1899	1929	3½	$3,000,000 00	3,000,000 00
1900	1940	3	$1,374,705 46	
1900	1940	3½	2,500,000 00	3,874,705 46
1901	1941	3	$1,800,000 00	
1901	1941	3½	650,000 00	2,450,000 00
1902	1942	3	$850,000 00	
1902	1952	3½	1,500,000 00	2,350,000 00
1903	1952	3	$1,000,000 00	
1903	1952	3½	3.500,000 00	
1903	1953	3½	2,000,000 00	6,500,000 00
1904	1953	3½	$1,000,000 00	
1904	1954	3½	4,500,000 00	5,500,000 00
1905	1954	3	$950,000 00	
1905	1954	3½	4,575.000 00	
1905	1955	3½	1,335.000 00	
1905	1955	3	260,000 00	7,120,000 00
1906	1936	4	$3,905,000 00	
1906	1955	4	2,835,000 00	
1906	1955	3	597,500 00	
1906	1956	3	75,000 00	
1906	1956	4	2,486,000 00	9,898,500 00
1907	1956	4	$3,081.000 00	
1907	1957	4	889,640 00	
1907	1957	4½	3,170,500 00	
1907	1956	3	447,000 00	7,588,140 00
1908	1957	4½	$11,062,782 00	
1908	1958	4	1,000,000 00	
1908	1957	3	235,000 00	12,297,782 00
1909	1958	4	$1.975.000 00	
1909	1959	4	5,825.548 52	
1909	1958	3	2,260,000 00	10,060,548 52
Total				$101,547,970 52

Of such bonded indebtedness, bonds in the amount of $1,383,000 matured and were redeemed in the years 1910 and 1911, as shown in the following schedule:

Issued in Year.	Redeemed.	Rate of Interest. Per Cent.	Amount.
1879	1910	5	$75,000 00
1880	1910	5	445.000 00
1880	1911	5	128,500 00
1881	1911	5	62,500 00
1881	1911	4	672,000 00
Total			$1,383,000 00

Of this amount the sum of $1,206,542.88 had been expended for the acquisition of property and for construction work.

There was therefore outstanding on the 31st day of December, 1911, of the bonds issued prior to January 1, 1910, on account of the various activities under the jurisdiction of the Department of Docks and Ferries and its predecessor departments, bonded indebtedness amounting to the sum of $100,164,970.52.

Fifth—During the years 1910 and 1911, corporate stock aggregating $9,296,292.62 was issued by the petitioner on account of all the activities under the jurisdiction of the Department of Docks and Ferries, as shown in the following schedule.

Issued in Year.	Year of Maturity.	Rate of Interest. Per Cent.	Amount.
1910	1959	3	$640,000 00
1910	1959	4	1,500,029 48
1910	1960	4¼	4,601,000 00
1910	1959	3	35,590 00
1910	1960	4¼	55,000 00
1911	1960	4¼	1,430,145 00
1910	1959	3	7,065 00
1911	1960	3	234,075 00
1911-1912	1962	4¼	793,388 14
Total			$9,296,292 62

Sixth—In 1899 corporate stock to the amount of $100,000, to mature in 1929, bearing interest at the rate of three per cent. per annum, was issued, the proceeds of which were used for the improvement of Wallabout Basin, Borough of Brooklyn. This fund was used for the construction of piers Nos. 3 and 4 in the Wallabout Basin and for paving, etc., to fill in land in the rear of the bulkhead wall on the easterly side of Wallabout Market. This issue of corporate stock is not classified in the accounts of the Department of Finance or the Department of Docks and Ferries among stocks and bonds issued for dock purposes, but in view of the purposes for which the proceeds of the sale of this corporate stock were used, the facts with respect thereto are submitted to the Court.

Seventh—Of the bonded obligations for indebtedness incurred prior to January 1, 1910, for which the petitioner is liable, issued by it and its predecessor corporations for the several activities under the jurisdiction of the Department of Docks and Ferries and its predecessor departments, the sum of $72,975,008.58 was issued to pay for uplands, lands under water, wharfs, piers, bulkheads, floating plant and appurtenances and for construction work for all the activities of the Department of Docks and Ferries and its predecessor departments other than recreation buildings, municipal ferries and the Roosevelt Street-Broadway Ferry, and if the $100,000 of corporate stock, proceeds whereof were used for the improvement of Wallabout Basin, in the Borough of Brooklyn, is included, then the amount will be $73,075,008.58; and bonded obligations to the amount of $10,672,608.69 were issued to pay the expenses of maintenance and operation of such activities.

Eighth—On December 31, 1909, there were outstanding liabilities upon contracts in connection with the activities more particularly described in the paragraph of this petition marked "Seventh," amounting to the sum of $2,472,029.94, all of which were discharged from the proceeds of the sale of corporate stock issued during the years 1910 and 1911. Subdivision 2 of Part II. of Exhibit "A," hereto annexed, under the caption "Contract Liability," is a schedule showing in detail such indebtedness.

Ninth—On December 31, 1909, the liability of petitioner for land in process of acquisition for use in connection with such activities amounted to the sum of $6,798,728.51, of which the sum of $2,200,416.01 was paid from the proceeds of the sale of corporate stock issued during the years 1910 and 1911. Subdivision 3 of Part II. of Exhibit "A," hereto annexed, under the caption "Land Liability" is a schedule showing in detail such indebtedness.

Tenth—Of the corporate stock issued during the years 1910 and 1911 for the Department of Docks and Ferries, the sum of $8,406,097.96 was used for such activities, of which corporate stock in the sum of $2,449,661.93 was issued to discharge contract liability incurred prior to the first day of January, 1910, and corporate stock in the sum of $2,180.505.68 was issued to defray land liability incurred prior to the first day of January, 1910.

Eleventh—There are now outstanding bonded obligations for which the petitioner is liable totalling $76,398,633.31, issued to pay debt incurred prior to January 1, 1910, for such activities; and if the $100,000 of corporate stock issued for the improvement of Wallabout Basin is included, the amount of such bonded obligations will be $76,498,633.31.

Twelfth—In Schedules "A," "B" and subdivisions 1 and 3 of Schedule "C" of "Exhibit A" hereto annexed, is contained a schedule of all agreements and contracts in force on the 31st day of December, 1911, with respect to such activities, showing the terms thereof.

Thirteenth—The yearly gross revenue of the petitioner from such activities as of the 31st day of December, 1911, was the sum of $4,563,459.65.

Fourteenth—The annual interest paid and to be paid on the sum of $72,975,008.58 being the bonded obligations for which the petitioner was liable on December 31, 1909, proceeds whereof were used for the acquisition of property and for construction work, was and will be the sum of $2,615,014.07. If the $100,000 of corporate stock issued in 1899 for the improvement of Wallabout Basin is included, the amount of such interest was and will be the sum of $2,618,014.07.

The annual interest paid and to be paid by the petitioner upon the corporate stock issued in the years 1910 and 1911 to discharge contract liability amounting to the sum of $2,472,029.94 incurred prior to the first day of January, 1910, was and will be the sum of $100,102.99.

The annual interest paid and to be paid by the petitioner upon the corporate stock issued in the years 1910 and 1911 to discharge land liability amounting to the sum of $2,200,416.01 incurred prior to the first day of January, 1910, was and will be the sum of $89,104.18, making a total of $2,804,221.24.

From this should be deducted the annual interest paid prior to its redemption upon bonded obligations issued for such activities redeemed during the years 1910 and 1911, amounting to the sum of $1,206,542.88, which interest amounted to the sum of $54,464.55.

Therefore the annual interest paid and to be paid by the petitioner on account of bonded indebtedness incurred for such activities is the sum of $2,749,756.69, and if the interest upon the corporate stock issued in 1899 for the improvement of Wallabout Basin is included, the amount of such interest will be the sum of $2,752,756.69.

Fifteenth—The annual instalments necessary for the amortization of the bonded obligations for which the petitioner is liable amounting to said sum of $72,975,008.58 is the sum of $1,057,779.67. If the $100,000 of corporate stock issued in 1899 for the improvement of Wallabout Basin is included, the amount required for annual amortization purposes will be the sum of $1,059,881.59.

The annual instalments necessary for the amortization of the corporate stock issued in the years 1910 and 1911 to discharge contract liability amounting to the sum of $2,472,029.94 incurred prior to the first day of January, 1910, is the sum of $22,073.95.

The annual instalments necessary for the amortization of the corporate stock issued in the years 1910 and 1911 to discharge land liability amounting to the sum of $2,200,416.01 incurred prior to the first day of January, 1910, is the sum of $19,648.58, making a total of $1,099,502.20.

From this should be deducted the annual instalments necessary for the amortization of the bonded obligations issued for such activities redeemed during the years 1910 and 1911, amounting to the sum of $1,206,542.88, which annual instalments were the sum of $25,179.49.

Therefore the annual amortization requirements for the redemption of bonded indebtedness incurred for such activities is the sum of $1,074,332.71; and if the annual instalment necessary for the amortization of the corporate stock issued in 1899 for the improvement of Wallabout Basin is included, the amount of such annual instalments will be the sum of $1,076,424.63.

Therefore, the total annual interest and amortization charges on such indebtedness amount to the sum of $3.824,079.40; and if the annual interest and amortization charges upon the corporate stock issued in 1899 for the improvement of Wallabout Basin are included, such amount will be the sum of $3.829,181.32.

Sixteenth—The current net revenue which the petitioner is receiving from such activities is the sum of $3,675,352.77, arrived at by deducting from the yearly gross revenue as stated in paragraph thirteenth of this petition, viz., $4,563,459.65, the expenses of operation and maintenance and depreciation in the value of the floating plant used in connection therewith amounting to the sum of $888,106.88.

Seventeenth—The following statement is submitted for the information of the Court to the end that the Court may be fully apprised of the character of the revenues received by the petitioner from such activities, more particularly as to their stability and permanency, and as to the constant annual increase thereof.

Statement of Gross and Net Revenues from Dock Properties, Exclusively, by Years, from 1905 *to* 1911, *Inclusive.*

Year.	Revenue From. Leases.	Ferry Franchises.	Permits.	Wharfage.	Total.	Expenses of Maintennce and Operation.	Yearly Net Revenue.
1905	$2,638,224 66	$475,264 42	$253,374 82	$184,005 37	$3,550,869 27	$599,060 98	$2,951,808 29
1906	2,777,128 80	323,302 97	256,259 18	223,347 16	3,580,038 11	683,796 24	2,896,241 87
1907	2,951,238 14	335,498 55	277,596 38	232,564 64	3,796,897 71	522,393 06	3,274,504 65
1908	2,989,056 61	290,036 55	245,208 63	196,989 24	3,721,291 03	711,246 21	3,010 044 82
1909	3,080,316 20	267,017 42	241,092 65	213,986 66	3,802,412 93	830,255 94	2,972,156 99
1910	3,640,498 83	247,572 18	241,269 74	230,634 86	4,359,975 61	673,239 42	3,686,736 19
1911	3,734,578 32	223,442 55	397,866 06	231,030 09	4,586,917 02	888,106 88	3,698,810 14
Totals	$21,811,041 56	$2,162,134 64	$1,912,667 46	$1,512,558 02	$27,398,401 68	$4,908,098 73	$22,490,302 95

Wherefore, your petitioner prays that this Court will, pursuant to said chapter 276 of the Laws of 1910, designate six daily newspapers of general circulation published in The City of New York, at least one of which is published in the Borough of Brooklyn, in said City, in which notice of this application shall be given as prescribed by said act and fix the date when the application of your petitioner shall be heard and that this Court shall determine the amount of the indebtedness incurred for dock investment prior to the 1st day of January, 1910, which may be excluded in ascertaining the power of the petitioner to become otherwise indebted under the provisions of section ten of article eight of the Constitution of the State of New York and for such other and further relief as may be just.

Dated New York, September 19, 1912.

THE CITY OF NEW YORK,

By the Board of Estimate and Apportionment of The City of New York.

W. J. GAYNOR, Mayor; WM. A. PRENDERGAST, Comptroller; JOHN PURROY MITCHEL, President of the Board of Aldermen.

ARCHIBALD R. WATSON, Corporation Counsel, Office and Post Office Address, Hall of Records, Borough of Manhattan, New York City.

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

William J. Gaynor, William A. Prendergast and John Purroy Mitchel, being severally duly sworn, depose and say that William J. Gaynor is Mayor of The City of New York; that William A. Prendergast is Comptroller of The City of New York, and that John Purroy Mitchel is President of the Board of Aldermen of The City of New York, and as such are members of the Board of Estimate and Apportionment of the petitioner.

That by resolution adopted by said Board on the 19th day of September, 1912, deponents were authorized and directed by said Board to subscribe and verify the foregoing petition in behalf of said Board, acting for the petitioner herein.

That they have read and know the contents of the foregoing petition, and that the same is true to their own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters they believe it to be true.

The reason this verification is made by deponents, and not by the petitioner, is that the petitioner is a domestic municipal corporation, of which deponents are officers. The source of deponents' information and the grounds of their belief as to the matters not therein stated upon their knowledge, are the statement submitted by the Comptroller to said Board in the petition mentioned, information obtained from the books and records of the Department of Finance and of other departments of the petitioner, and statements made to them by certain officers and agents of the petitioner.

Severally sworn to before me this 19th day of September, 1912.

W. J. GAYNOR,
WM. A. PRENDERGAST,
JOHN PURROY MITCHEL

JOHN F. FLYNN, Commissioner of Deeds, New York City.

EXHIBIT "A."

PART I.

1. BONDED INDEBTEDNESS.

The following is a statement showing the dock bonds and corporate stock of The City of New York issued for all purposes of the Department of Docks and Ferries outstanding December 31, 1909, the year of issue and the year of maturity thereof and the rate of interest thereon:

Schedule of Outstanding Bonds December 31, 1909.

Bonds Sold in Year.	Year of Maturity.	Rate of Interest.	Amount.	Bonds Outstanding Dec. 31, 1909.
1879	1910	5 %	$75,000 00	$75,000 00
1880	1910	5 %	$445,000 00	
1880	1911	5 %	128,500 00	573,500 00
1881	1911	5 %	$62,500 00	
1881	1911	4 %	672,000 00	
1881	1912	4 %	368,000 00	1,102,500 00
1882	1912	4 %	$712,000 00	
1882	1913	4 %	225,000 00	937,000 00
1883	1913	4 %	$595,000 00	
1883	1914	4 %	175,000 00	770,000 00
1884	1914	3 %	$625,000 00	
1884	1915	3½%	1,150,000 00	1,775,000 00
1886	1916	3 %	$500,000 00	500,000 00
1887	1917	3 %	$500,000 00	
1887	1918	3 %	200,000 00	700,000 00
1888	1918	3 %	$800,000 00	
1888	1919	3 %	500,000 00	1,300,000 00
1889	1919	2½%	$50,000 00	
1889	1919	3 %	500,000 00	
1889	1920	2½%	200,000 00	750,000 00
1890	1920	2½%	$200,000 00	
1890	1920	3 %	1,050,000 00	
1890	1921	3 %	100,000 00	1,350,000 00
1891	1921	3 %	$1,600,000 00	
1891	1922	3 %	350,000 00	1,950,000 00
1892	1922	3 %	$2,150,000 00	
1892	1923	3 %	800,000 00	2,950,000 00
1893	1923	3 %	$1,725,000 00	
1893	1924	3 %	1,025,000 00	2,750,000 00

Bonds Sold in Year.	Year of Maturity.	Rate of Interest.	Amount.	Bonds Outstanding Dec. 31, 1909.
1894	1924	3 %	$1,060,000 00	
1894	1924	3½%	500,000 00	
				1,560,000 00
1895	1925	3 %	$1,190,000 00	
				1,190,000 00
1896	1926	3½%	$1,000,000 00	
1896	1927	3½%	1,000,000 00	
				2,000,000 00
1897	1927	3½%	$3,000,000 00	
1897	1928	3 %	250,000 00	
1897	1928	3½%	1,750,000 00	
				5,000,000 00
1898	1928	3 %	$2,075,294 54	
1898	1928	3½%	1,600,000 00	
				3,675,294 54
1899	1929	3½%	$3,000,000 00	
				3,000,000 00
1900	1940	3 %	$1,374,705 46	
1900	1940	3½%	2,500,000 00	
				3,874,705 46
1901	1941	3 %	$1,800,000 00	
1901	1941	3½%	650,000 00	
				2,450,000 00
1902	1942	3 %	$850,000 00	
1902	1952	3½%	1,500,000 00	
				2,350,000 00
1903	1952	3 %	$1,000,000 00	
1903	1952	3½%	3,500,000 00	
1903	1953	3½%	2,000,000 00	
				6,500,000 00
1904	1953	3½%	$1,000,000 00	
1904	1954	3½%	4,500,000 00	
				5,500,000 00
1905	1954	3 %	$950,000 00	
1905	1954	3½%	4,575,000 00	
1905	1955	3½%	1,335,000 00	
1905	1955	3 %	260,000 00	
				7,120,000 00
1906	1936	4 %	$3,905,000 00	
1906	1955	4 %	2,835,000 00	
1906	1955	3 %	597,500 00	
1906	1956	3 %	75,000 00	
1906	1956	4 %	2,486,000 00	
				,898,500 00
1907	1956	4 %	$3,081,000 00	
1907	1957	4 %	889,640 00	
1907	1957	4½%	3,170,500 00	
1907	1956	3 %	447,000 00	
				7,588,140 00
1908	1957	4½%	$11,062,782 00	
1908	1958	4 %	1,000,000 00	
1908	1957	3 %	235,000 00	
				12,297,782 00
1909	1958	4 %	$1,975,000 00	
1909	1959	4 %	5,825,548 52	
1909	1958	3 %	2,260,000 00	
				10,060,548 52
Total				$101,547,970 52

Of the $101,547,970.52 bonded indebtedness outstanding December 31, 1909, there was redeemed during the years 1910 and 1911 the amount of $1,383,000 of bonds maturing during those years, as shown in the following schedule:

Issued in Year:	Year of Maturity.	Rate of Interest.	Amount.
1879	1910	5%	$75,000 00
1880	1910	5%	445,000 00
1880	1911	5%	128,500 00
1881	1911	5%	62,500 00
1881	1911	4%	672,000 00
Total			$1,383,000 00

This left a balance of bonded indebtedness outstanding December 31, 1911, of bonds issued prior to January 1, 1910, of $100,164,970.52. In addition to this amount there was issued during the years 1910 and 1911 corporate stock aggregating $9,296,292.62, thus making a total of (see note) $109,461,263.14 bonded indebtedness outstanding December 31, 1911. Following is a schedule of the corporate stock issued during the years 1910 and 1911:

Issued in Year:	Year of Maturity.	Rate of Interest.	Amount.
1910	1959	3 %	$640,000 00
1910	1959	4 %	1,500,029 48
1910	1960	4¼%	4,601,000 00
1910	1959	3 %	35,590 00
1910	1960	4¼%	55,000 00
1911	1960	4¼%	1,430,145 00
1910	1959	3 %	7,065 00
1911	1960	3 %	234,075 00
1911–1912	1962	4¼%	793,388 14
Total			$9,296,292 62

Note—In addition to the amounts included in the foregoing schedules of bonds issued to provide funds for dock purposes it appears that in 1899 corporate stock to the amount of $100,000 was issued to mature in 1929, with interest at the rate of 3 per cent., the proceeds whereof having been used for the improvement of Wallabout Basin, Borough of Brooklyn. An analysis of the disbursements from this account indicates that the fund was used for the construction of Piers Nos. 3 and 4 in the Wallabout Basin and for paving, etc., the filled in land in the rear of the bulkhead wall on the easterly side of Wallabout Basin. Although this issue of corporate stock is not classified in the accounts of the Department of Finance or the Department of Docks and Ferries among stock and bonds issued for dock purposes, it would seem proper in view of the disposition of the proceeds of the stock that for the purpose of this statement it should be considered as part of the City's indebtedness for dock investment. If this view of the matter is sustained the net bonded indebtedness for dock purposes December 31, 1909, would be $101,647,970.52, and on December 31, 1911, the amount would be $109,561,263.14.

Indebtedness Represented by Investment.

Based upon the Departmental records of the expenditures made from the Dock Fund from 1879 to 1909 inclusive, an apportionment has been made of the bonded indebtedness, amounting as herein previously shown to $101,547,970.52, as between the bonded indebtedness represented by expenditures for the acquisition of land and other property and construction thereon, which may be termed investment account, and the expenditures for yearly maintenance and operation of the several Departmental functions. This apportionment shows that of the $101,547,970.52 total bonded indebtedness, $83,144,617.78 is represented in property and construction and the balance of $18,403,352.74 in expenses of yearly operation and maintenance. If the $100,000 for the improvement of Wallabout Basin is to be added, the amount represented in property and construction was $83,244,617.78.

Beginning with January 1, 1910, pursuant to the provisions of chapter 277 of the Laws of 1909, the yearly maintenance and operating expenses of the Department of Docks and Ferries have been charged to appropriations provided in the yearly tax budget, and since that date have not been made a charge against funds provided by the issue of corporate stock. We find, therefore, that of the $109,461,263.14 total bonded indebtedness outstanding December 31, 1911, $91,234,367.52 was for permanent investment as represented by expenditures for property and construction, and the balance, $18,226,895.62 for expenses of operation and maintenance. To the sum $91,234,367.52 should be added $100.000 of corporate stock issued for Wallabout Basin improvement, making a total of $91,334,367.52; provided that this item is to be considered indebtedness for dock investment.

2. CONTRACT LIABILITY.

The outstanding liabilities for contracts chargeable to corporate stock funds on December 31, 1909, amounted to $2,816,686.19. Following is a schedule showing the details of this amount, as also the amounts paid thereon from the proceeds of corporate stock during 1910 and 1911, viz., $2,777,796.47, and the amount thereof undischarged December 31, 1911, viz., $38,889.72.

Schedule of Contracts for All Purposes Made by the Department of Docks and Ferries, Chargeable to Corporate Stock Funds, Showing the Undischarged Liabilities on Account Thereof December 31, 1909, the Amounts Paid Thereon During 1910 *and* 1911, *and the Amount Undischarged December* 31, 1911.

Contract No.	Description.	Contractor.	Date.	Amount of Liability Undischarged Dec. 31, 1909.	Amount Paid Out of the Proceeds of Corporate Stock During 1910 and 1911.
11580	Dredging on North, East and Harlem Rivers, Manhattan, about 50,000 cubic yards	Morris & Cummings Dredging Company.	Dec. 19, 1904	$6,822 89	$6,822 89
12626	Printing, binding and delivering indice of minutes of Department of Docks, 1870-1893, inclusive	Metropolitan Printing Company	Apr. 19, 1905	2,915 00	2,915 00
16862	Services as architect for preparation of plans and specifications, ferry house, Stapleton, S. I.	G. Temple Snelling	Sept. 7, 1906	3,248 05	
16943	Renovating old structures between Water and Canal streets, Stapleton; building new ferry structures, Stapleton, S. I.	Phenix Construction and Supply Company	Sept. 29, 1906	1,112 50	1,112 50
17019	Services of architect for preparation of plans and specifications, Thirty-ninth Street Ferry House, Manhattan	Walker & Morris	Sept. 13, 1906	95 10	95 10
18053	Services of architect and supervision of building superstructure, etc., ferry house, Whitehall street, Manhattan	Walker & Morris	Feb. 27, 1907	3,000 00	3,000 00
19464	Furnishing and delivering cobblestone pavement, Manhattan	O'Brien Brothers	July 2, 1907	5,523 91	5,523 91
19688	Preparing and building, between Whitehall and Broad streets, East River, new Manhattan Terminal, Thirty-ninth Street Ferry	Snare & Triest Company	July 17, 1907	205 00	205 00
19689	Preparing and building freight sheds on Piers 54, 55 and 56, North River, Chelsea Section	Snare & Triest Company	Aug. 15, 1907	324,220 70	324,220 70
20001	Preparing and bulkheading freight sheds on Piers 57, 58 and 59, North River, Chelsea Section	R. P. & J. H. Staats	Oct. 2, 1907	528,695 11	528,695 11
20031	Preparing and bulkheading freight sheds on Piers 60, 61 and 62, North River, 19th to 22d streets	Maryland Steel Company, of Baltimore..	Oct. 15, 1907	430.561 33	430.561 33
21305	Furnishing and delivering broken stone	Jacob E. Conklin	May 9, 1908	1.212 75	1.212 75
21553	Repairing building, foot Whitehall street (ferry house)	Snare & Triest Company	July 2, 1908	141.947 60	141.947 60
22455	Purchase and delivering packing, etc.	H. W. Johns-Manville Company	Nov. 11, 1908	1,595 00	1.595 00
22472	Furnishing horses, harness, drivers, and for carting	Walker & Flannagan	Jan. 5, 1909	2,977 89	2,977 89
22500	Furnishing horses, harness, drivers, and for carting	Pierre F. Corrigan	Jan. 5, 1909	926 51	926 51
22614	Repairs of asphalt pavement	Sicilian Asphalt Paving Company	Jan. 29, 1909	7,040 98	7,040 98
23098	Repairs of asphalt pavement	Uvalde Asphalt Company	Mar. 9, 1909	8,296 65	8,296 65
23407	Repairing Pier 53, North River, and its lateral extensions, bulkhead, etc., for freight shed	McHarg Barton Company	Mar. 30, 1909	103,678 77	103,678 77
23584	Sprinkling new made land, Cortlandt street, West 30th street, East 18th to East 24th street, East River	Patrick J. O'Connell	Apr. 26, 1909	790 65	790 65
23740	Furnishing carts, horses and drivers for disposal of street sweepings from dock and water-front properties	Samuel F. Goss	May 6, 1909	2,987 71	2,987 71
23770	Furnishing and delivering rip-rap stone, all Boroughs	O'Brien Brothers' Corporation	May 7, 1909	5,166 03	5,166 03
23771	Furnishing and delivering cement, all Boroughs	J. D. Kane Company	May 7, 1909	4,659 60	4,659 60
23935	Furnishing and delivering coal, Borough of Brooklyn	North River Coal Company	June 2, 1909	20,096 39	20,096 39

Contract No.	Description.	Contractor.	Date.	Amount of Liability Undischarged Dec. 31, 1909.	Amount Paid Out of the Proceeds of Corporate Stock During 1910 and 1911.
24111	Repairing Municipal ferryboats and other floating equipment, etc., all Boroughs	J. W. Sullivan Company	June 20, 1909	34,284 46	34,284 46
24112	Furnishing and installing electrical equipments, Piers 53, 54 and 56 to 62, North River, Manhattan	North-Eastern Construction Company	May 6, 1909	428,291 36	428,291 36
24270	Furnishing and delivering coal, Borough of Richmond	North River Coal Company	July 2, 1909	41,708 11	41,708 11
24271	Services as Naval Architect, etc., ferryboats and equipment, Stapleton and Port Richmond Ferries	J. W. Millard	May 27, 1909	18,500 00	....
24272	Services as Consulting Marine Architect, ferryboats and equipment, Stapleton and Port Richmond Ferries	H. DeB. Parsons	June 12, 1908	5,766 67	....
24273	Services as Architect, etc., construction of superstructure, Thirty-ninth Street Ferry House, Brooklyn	G. B. Post Sons	Aug. 21, 1907	18,375 00	7,000 00
24275	Dredging at site of improvements at mouth of Whale Creek, Newtown Creek	W. H. Beard Dredging Company	July 2, 1909	26,466 86	26,466 86
24424	Preparing and painting Municipal ferryboats, all Boroughs	Jas. Shannon & Son	July 13, 1909	461 82	461 82
24425	Furnishing and delivering ice, Boroughs of Manhattan, The Bronx, Brooklyn and Queens	American Ice Company	July 2, 1909	2,135 03	2,135 03
24732	Furnishing and delivering sand, all Boroughs	Goodman Sand and Gravel Company	Aug. 7, 1909	4,000 00	4,000 00
24733	Furnishing 2,500 hours' tug service, North and East Rivers, all Boroughs	Thos. Flannery	July 13, 1909	5,988 69	5,988 69
24734	Furnishing and delivering broken stone, all Boroughs	Jacob E. Conklin	Aug. 17, 1909	8,500 16	8,500 16
24777	Preparing for and dredging new pier, foot of Jamaica avenue, Astoria	Phenix Construction Company	July 13, 1909	4,321 55	4,321 55
24832	Printing and furnishing specifications and forms of contracts, all Boroughs	Wynkoop-Hallenbeck-Crawford Company	July 2, 1909	5,962 08	5,962 08
24925	Furnishing and delivering coal, Borough of Manhattan	Pattison & Bowns	Sept. 23, 1909	25,350 00	25,350 00
24926	Dredging 150,000 cubic yards, East and Harlem Rivers, all Boroughs	Newark Meadows Improvement Company	Sept. 23, 1909	9,147 31	9,147 31
24927	Dredging 25,000 cubic yards, all Boroughs	Newark Meadows Improvement Company	Sept. 23, 1909	9,206 34	9,206 34
24928	Furnishing and delivering granite stone for river walls, Manhattan and Brooklyn	M. McGrath & Co	Sept. 14, 1909	1,710 00	1,710 00
24929	Furnishing and delivering coal, all Boroughs	Wm. Farrell & Sons	Sept. 23, 1909	8,908 80	8,908 80
24930	Furnishing and delivering coal, all Boroughs	Wm. Farrell & Sons	Sept. 23, 1909	351 00	351 00
24996	Preparing for and building new pier, 31st, 32d streets, Borough of Brooklyn	Harry R. Wheeler	July 13, 1909	95,945 60	95,945 60
24997	Furnishing and delivering new yellow pine lumber	E. L. Gillespie & Co	Sept. 23, 1909	5,762 50	5,762 50
24998	Furnishing and delivering new white pine lumber, etc	Stanley H. Miner	Sept. 23, 1909	18,725 00	18,725 00
24999	Furnishing and delivering rubber goods, all Boroughs	Anchor Packing Company	Sept. 23, 1909	106 95	106 95
25000	Furnishing and delivering ship chandlery, etc., all Boroughs	J. Edward Ogden	Sept. 23, 1909	2,985 42	2,985 42
25001	Furnishing and delivering grease, oils, paints, etc., all Boroughs	J. Edward Ogden	Sept. 23, 1909	2,871 11	2,871 11
25046	Furnishing and delivering electrical supplies, all Boroughs	J. Edward Ogden	Sept. 23, 1909	675 56	675 56
25047	Furnishing and delivering steel, all Boroughs	Manhattan Supply Company	Oct. 7, 1909	664 30	664 30
25131	Preparing for and installing new boiler in tug "Brooklyn"	Herpershausen Brothers	Oct. 23, 1909	8,990 00	8,990 00
25132	Preparing for and building new steel platform, St. George, S. I	Snare & Triest	Oct. 21, 1909	43,570 00	43,570 00
25133	Furnishing and erecting electrical appliances at Department yards, West 57th street, North River, and East 24th street, East River	Cowden DeYoung Company	Oct. 23, 1909	5,213 00	5,213 00
25134	Furnishing and delivering manila rope, etc., all Boroughs	J. Edward Ogden	Oct. 21, 1909	8,251 37	8,251 37
25135	Furnishing and delivering lumber, all Boroughs	Brooklyn Lumber Company	Oct. 15, 1909	2,774 81	2,774 81
25136	Preparing for and laying iron slag pavement on marginal street, between Whitehall and Broad streets	Cunningham & Kearns	Oct. 23, 1909	5,600 00	5,600 00
25163	Preparing for and building new steel freight shed, Pier, 31st and 32d streets, Brooklyn	Chas. Meads & Co	Oct. 23, 1909	155,500 00	155,500 00
25297	Dredging in North River, Borough of Manhattan	H. Dubois Sons & Co	Nov. 19, 1909	24,991 12	24,991 12
25298	Furnishing and delivering iron and steel machinery, Borough of Manhattan	J. Edward Ogden	Nov. 23, 1909	74,437 09	74,437 09
25306	Taking up temporary and laying permanent pavement, marginal street, 22d, 23d streets, North River	Asphalt Construction Company	Nov. 19, 1909	38,750 00	38,750 00
25348	Furnishing and delivering divers' supplies, all Boroughs	A. Schroeder Sons	Nov. 24, 1909	1,161 00	1,161 00
25349	Preparing for and laying granite block pavement, marginal street, between Albany and Liberty streets	Dunbar Construction Company	Nov. 24, 1909	27,000 00	27,000 00
25350	Preparing for and laying granite block pavement, marginal street, between West 30th and 33d streets	Dunbar Construction Company	Nov. 24, 1909	25,500 00	25,500 00
	Total			$2,816,686 19	$2,777,796 47
	Amount paid out of the proceeds of corporate stock during 1910 and 1911			$2,777,796 47	
	Amount undischarged December 31, 1911			$38,889 72	

The outstanding liabilities for contracts chargeable to corporate stock funds on December 31, 1911, amounted to $453,453.78, of which sum $414.564.06 was on account of contracts executed during 1910 and 1911 and $38.889.72 on account of contracts in force December 31, 1909, as herein previously stated.

Following is a schedule showing in detail the outstanding liabilities for contracts December 31, 1911

Schedule of Contracts for All Purposes Made by the Department of Docks and Ferries. Chargeable to Corporate Stock Funds, Showing the Undischarged Liabilities on Account Thereof December 31, 1911.

Contract No.	Description.	Name.	Date.	Amount og Liability Undischarged Dec. 31, 1911.
16862	Services as Architect for preparation of plans and specifications, ferry house, Stapleton, S. 1	G. Temple Snelling	Oct. 5, 1906	$3,248 05
24271	Services as Naval Architect, etc., ferryboats and equipment, Stapleton and Port Richmond ferries	J. W. Millard	May 27, 1909	18,500 00
24272	Services as Consulting Marine Architect, ferryboats and equipment, Stapleton and Port Richmond ferries	H. DeB. Parsons	June 12, 1908	5,766 67
24273	Services as Architect, etc., construction of superstructure, 39th street ferry house, Brooklyn	G. B. Post Sons	Aug. 21, 1907	11,375 00
26257	Furnishing and delivering cement, sand and broken stone, and for furnishing and delivering and putting in place small cobble rip-rap stone	James A. De Groat Company	Mar. 2, 1910	10,346 47
26508	Furnishing and delivering broken stone, all Boroughs	Manhattan Trap Rock Company	Apr. 21, 1910	4,531 03
26509	Furnishing and delivering sand, all Boroughs	Goodwin Sand and Gravel Company	Apr. 21, 1910	1,932 53
27672	Preparing and building a new steel freight shed with appurtenances on the pier and adjacent bulkhead at the foot of West 131st street, North River, Borough of Manhattan	Snare & Triest Company	Sept. 20, 1910	1,906 75
30159	Building a new steel freight shed with appurtenances on the pier, foot 33d street, Brooklyn	Snare & Triest Company	June 2, 1911	134,978 63
30219	Coal, Contract 1275	Pattison & Bowns	June 8, 1911	17,814 59
30222	750 hours' service of tugboats, under Contract 1272	Thomas Flannery	June 8, 1911	1,954 93
30225	Yellow pine lumber, class 1, Contract 1271	Hirsch Lumber Company	June 8, 1911	48,648 96
30998	Installing metal filing cases in the fireproof record room at Pier A, North River, Borough of Manhattan, under class 2, of Contract 1255	General Fireproofing Company	Aug. 22, 1911	1,795 00
31369	Furnishing and delivering three-quarter inch broken stone, under class 5, of Contract 1284	Upper Hudson Stone Company	Oct. 18, 1911	950 00
31370	Furnishing and delivering and putting in place rip rap stone, under class 4, of Contract 1284	O'Brien Bros., Incorporated	Oct. 13, 1911	17,000 00
31482	Furnishing and delivering 2,500 barrels and 30,000 bags Portland cement, under class 1, of Contract 1284	Candee, Smith & Howland Company	Oct. 28, 1911	13,175 00
31530	Furnishing and installing additional fire appliances on recreation piers in the Boroughs of Manhattan and Brooklyn, under Contract 1288	S. F. Hayward & Company	Nov. 9, 1911	1,297 00
31533	Rebuilding and painting the tugboat "Richmond," under Contract 1286	James Shewan Sons	Nov. 6, 1911	4,498 17
31539	Furnishing and delivering about 2,000 yards of sand, under class 2, of Contract 1284	Frederick Starr Contracting Company	Nov. 15, 1911	980 00
31687	Furnishing and delivering about 3,000 cubic yards two-inch broken stone, under class 3, of Contract 1284	Clinton Paint Stone Company	Dec. 12, 1911	2,850 00
31704	For removing the present wooden trolley platform and building a new platform in steel concrete, and furnishing and installing electroliers and electric cables at the St. George ferry terminal, Richmond Borough, under Contract 1290	N. Y. State Construction Company	Dec. 18, 1911	149,905 00
	Total			$453,453 78

3. LAND LIABILITY.

The estimated liabilities for land in process of acquisition on December 31, 1909, amounted to $7,544,237.53, the details of which are given in the following schedule:

Schedule of Waterfront Land in Process of Acquisition for Use by the Department of Docks and Ferries, for all Purposes, Chargeable to Corporate Stock Funds, Showing the Undischarged Liabilities (Partly Estimated) on Account Thereof, at December 31, 1909.

Balance due on upland between Bloomfield and Little West 12th streets. Title vested Jan. 30, 1904. Interest payable from Dec. 30, 1903: Unpaid awards	Principal,	$34,150 00	
	Interest,	12,305 38	
			$46,455 38
Bulkhead, upland, buildings, etc., between 15th and 18th streets, North River: 15th to 17th streets. Title vested May 1, 1904. Estimated	Principal,	$2,000,000 00	
	Interest,	680,000 00	
			2,680,000 00
17th to 18th streets. Title vested Aug. 1, 1904. Estimated	Principal,	$1,200,000 00	
	Interest,	390,000 00	
			1,590,000 00
Balance due on property acquired between 18th and 20th streets, North River (Consolidated Gas Company). Title vested October 17, 1902: Unpaid awards	Principal,	$535,349 72	
	Interest,	231,538 75	
			766,888 47
Block between 22d and 23d streets, 11th and 13th avenues, North River. Title vested Nov. 1, 1906: Unpaid awards	Principal,	$722,000 00	
	Interest,	137,180 00	
			859,180 00
Claim of Erie Railroad Company for value of fixtures and equipment of its freight yard between 22d and 23d streets, 11th and 13th avenues. Title vested October 17, 1902: Estimated	Principal,	$25,000 00	
	Interest,	10,812 50	
			35,812 50
Balance due on bulkhead between 42d and 43d streets, North River. Title vested April 19, 1907. Interest from April 2, 1907: Unpaid awards	Principal,	$20,000 00	
	Interest,	3,300 00	
			23,300 00
Balance due on Piers (old) 2 and 3, and bulkhead, E. R. Title vested July 15, 1906: Unpaid awards	Principal,	$347,908 88	
	Interest,	72,307 06	
			420,215 94
Balance due on Piers (old) 16 and 17, bulkheads, East River. Title vested April 12, 1905: Unpaid awards	Principal,	$19,962 30	
	Interest,	5,655 99	
	Costs,	148 50	
			25,766 79
Easterly half of Pier (old) 32, westerly half of Pier (old) 33, and bulkhead between, East River. Title vested March 1, 1907: Estimated	Principal,	$250,000 00	
	Interest,	42,500 00	
			292,500 00
Pier (old) 36 and bulkhead, East River. Title vested April 29, 1905: Unpaid awards	Principal,	$194,268 00	
To November 9, 1909	Interest,	52,776 14	
New principal, $247,044.14, from November 9, 1909	Interest,	2,182 22	
			249,226 36
Westerly half of Pier (old) 51, East River. Title vested August 10, 1905: Unpaid awards	Principal,	$38,143 00	
	Interest,	10,057 03	
			48,200 03
Westerly half of Pier (old) 53, East River. Title vested November 22, 1907: Unpaid awards	Principal,	$26,500 00	
	Interest,	3,356 66	
			29,856 66
Bulkhead between Piers (old) 52 and 53, East River (Gouverneur and Jackson streets) (573 feet). Title vested December 16, 1909: Unpaid awards	Principal,	$151,139 28	
	Interest,	403 04	
			151,542 32
Upland and land under water, north and south of ferry at 39th street, South Brooklyn. Title vested November 1, 1906: Unpaid awards	Principal,	$273,355 46	
	Interest,	51,937 62	
			325,293 08
Total amount land liabilities for dock purposes at December 31, 1909			$7,544,237 53

The estimated liabilities for land December 31, 1909, amounting, as herein previously shown, to $7,544,237.53, were reduced during the years 1910 and 1911 by payments amounting to $2,810,334.76, leaving a balance of $4,733,902.77 on December 31, 1911. Following is a schedule showing the payments for land made during 1910 and 1911, in process of acquisition December 31, 1909:

Statement Showing Liabilities for Land Acquired for Use by the Department of Docks and Ferries for All Purposes, Chargeable to Corporate Stock Funds, as of December 31, 1909, *Which Were Discharged by Payments Made from the Proceeds of Corporate Stock During* 1910 *and* 1911.

Balance due on property acquired between 18th and 20th streets, North River (Consolidated Gas Company). Title vested October 17, 1902:	Principal,	$535,349 72	
	Interest,	231,538 75	
			$766,888 47
Block between 22d and 23d streets, 11th and 13th avenues, North River. Title vested November 1, 1906:	Principal,	$722,000 00	
	Interest,	137,180 00	
			859,180 00
Balance due on upland between Bloomfield and Little West 12th streets. Title vested January 30, 1904. Interest payable from December 30, 1903: Unpaid awards	Principal,	$34.150 00	
	Interest,	12,305 38	
			46,455 38
Balance due on bulkhead between 42d and 43d streets, North River. Title vested April 19, 1907. Interest from April 2, 1907: Unpaid awards	Principal,	$20,000 00	
	Interest,	3,300 00	
			23,300 00
Pier (old) 36, and bulkhead, East River. Title vested April 29, 1905: Unpaid awards	Principal,	$194,268 00	
To November 9, 1909	Interest,	52,776 14	
New principal, $247,044.14, from November 9, 1909	Interest,	2,182 22	
			249,226 36
Bulkhead between Piers (old) 52 and 53, East River (Gouverneur and Jackson streets) (573 feet). Title vested December 16, 1909: Unpaid awards	Principal,	$151,139 28	
	Interest,	403 04	
			151,542 32
Upland and land under water, north and south of ferry at 39th street, South Brooklyn. Title vested November 1, 1906: Unpaid awards	Principal,	$159,414 06	
	Interest,	30,288 75	
			189,702 81
Balance due on Piers (old) 2 and 3 and bulkheads, East River. Title vested July 15, 1906:	Principal,	$347,908 88	
	Interest,	72,307 06	
			420,215 94
Balance due on Pier (old) 16 and 17, bulkheads, East River. Title vested April 12, 1905:	Principal,	$19,962 30	
	Interest,	5,655 99	
	Costs,	148 50	
			25,766 79
Westerly half of Pier (old) 51, East River. Title vested August 10, 1905:	Principal,	$38.143 00	
	Interest,	10,057 03	
			48,200 03
Westerly half of Pier (old) 53, East River. Title vested November 22, 1907:	Principal,	$26.500 00	
	Interest,	3,356 66	
			29.856 66
Total			$2.810,334 76

The estimated liabilities for land in process of acquisition on December 31, 1911, amounted to $5.812.055.73, the details of which are given in the following schedule:

Schedule of Waterfront Land in Process of Acquisition for Use by the Department of Docks and Ferries, for All Purposes, Chargeable to Corporate Stock Funds, Showing the Undischarged Liabilities (Partly Estimated) on Account Thereof at December 31, 1911.

Bulkhead, upland, buildings, etc., between 15th and 18th streets, North River; 15th to 17th streets. Title vested May 1, 1904: Estimated	Principal,	$2,000.000 00	
	Interest,	920,000 00	
			$2,920,000 00
17th to 18th street. Title vested August 1, 1904: Estimated	Principal,	$1,200.000 00	
	Interest,	534.000 00	
			1,734,000 00
Claim of Erie Railroad Company for value of fixtures and equipment of its freight yard between 22d and 23d streets, 11th and 13th avenues. Title vested October 17, 1902: Estimated	Principal,	$25.000 00	
	Interest,	13,812 50	
			38,812 50
Easterly half of Pier (old) 32, westerly half of Pier (old) 33, and bulkhead between, E. R. Title vested March 1, 1907: Estimated	Principal,	$250,000 00	
	Interest,	72,500 00	
			322,500 00
Upland and land under water, north and south of ferry at 39th street, South Brooklyn. Title vested November 1, 1906: Unpaid awards	Principal,	$113,941 40	
	Interest,	35,321 83	
			149,263 23
Ferry property at or near foot of Broadway, Borough of Brooklyn, for Roosevelt street-Broadway ferry. Title vested September 16, 1910: Estimated	Principal,	$305,000 00	
	Interest,	23,637 50	
			328,637 50
Ferry property at or near foot of Broadway, Borough of Brooklyn, for 23d street-Broadway ferry. Title vested September 16, 1910: Estimated	Principal,	$195,000 00	
	Interest,	15,112 50	
			210,112 50
Equity in Brooklyn Heights Railroad Co., successor to Nassau Railroad Co. Lease of property acquired by City at 39th street ferry, Brooklyn. Title vested November 1, 1906:	Principal,	$83.000 00	
	Interest,	25,730 00	
			108,730 00
Total amount land liabilities for all purposes at December 31, 1911			$5,812,055 73

Summary of Indebtedness for All Purposes of the Department of Docks and Ferries.

The indebtedness of the City December 31, 1909, on account of investment in all properties under the jurisdiction of the Department of Docks and Ferries (indebtedness incurred to pay expenses of yearly maintenance and operation being excluded), was divided as follows:

1. Dock bonds and corporate stock outstanding	$83,144,617 78
2. Liabilities on account of contracts chargeable to corporate stock funds	2.816,686 19
3. Estimate liabilities for land in process of acquisition	7,544,237 53
Total	$93,505,541 50

The total indebtedness of $93.505.541.50 would be increased to $93.605.541.50, provided the $100,000 corporate stock issued for the Wallabout Basin improvement is to be included.

The indebtedness of the City December 31, 1911, on account of investment, was divided as follows:

1. Dock bonds and corporate stock outstanding	$91,234,367 52

2. Liabilities on account of contracts chargeable to corporate stock funds	453,453 78
3. Estimated liabilities for land in process of acquisition	5,812,055 73
Total	$97,499,877 03

The total indebtedness of $97,499,877.03 would be increased to $97,599,877.03, provided the $100,000 corporate stock issued for the Wallabout Basin improvement is to be included.

4. Terms of Agreements and Contracts.

First—Dock Leases:

Appended to and made a part of this statement is a schedule (marked A) showing leases of dock properties under the jurisdiction of the Department of Docks and Ferries, with the location and description of premises, names of lessees, conditions of leases and amount of annual rental on leases in force December 31, 1909, December 31, 1910, and December 31, 1911.

Second—Ferry Franchises:

Appended to and made a part of this report is a schedule (marked B) showing ferry franchises and leases (other than municipal ferries and the Roosevelt street-Broadway ferry) under the jurisdiction of the Department of Docks and Ferries, with the location and description of premises, names of lessees, conditions of leases and yearly rental revenue therefrom as indicated December 31, 1909, December 31, 1910, and December 31, 1911.

Third—Temporary Permits for Use of Wharf Property:

In addition to the leases and ferry franchises granted by the Commissioner of Docks with the concurrence of the Commissioners of the Sinking Fund for the occupation of uplands, land under water and wharf property under the jurisdiction of the Department, there are also issued by the Commissioner permits for periods not exceeding one year, without reference to the Commissioners of the Sinking Fund. These permits are issued pursuant to the provisions of section 825 of the Greater New York Charter, which says: "Unless said leases are sold at public auction and duly advertised in the City Record and the corporation newspapers for at least ten days, said Commissioner shall make no lease authorized by this section unless the terms of said lease are approved by the Commissioners of the Sinking Fund; but temporary permits for a period not exceeding one year may be granted to use and occupy said wharf property, said permits to be terminable at the will of the Commissioner." Appended to and made a part of this statement is a schedule (marked C) showing in detail all temporary permits authorized by the Commissioner of Docks in force December 31, 1911.

Fourth—Wharfage and Dockage Rates:

The charges for wharfage and dockage are fixed and regulated under the provisions of section 825 and 859 of the Greater New York Charter, which empower the Commissioner of Docks to regulate the charges for wharfage, cranage and dockage and to "alter such charges from time to time as the public trade may authorize and the said Commissioner of Docks deem proper; provided that the rates of wharfage on boats navigating the canals of the State shall not be increased beyond the rates in force on April 18, 1871, except as hereinafter specifically provided, and no restriction of the amount of wharf and slip room occupied by them shall be made."

Acting under the authority vested in him by the sections of the City Charter referred to, the Commissioner of Docks has formulated a schedule of wharfage rates, a copy of which (marked Schedule D) is appended to and made a part of this statement.

Fifth—Revenues of Municipal Ferries:

There are two classes of revenue received in the operation of the Staten Island and Thirty-ninth street, Brooklyn, divisions of the Municipal Ferries; namely, from traffic and privileges. Appended to this statement (marked Schedule E) is a copy of the rate cards of the Department of Docks and Ferries in force on this date, showing the charges made for the transportation of passengers, horses and vehicles on the City's ferries, as well as a complete list (marked Schedule F) of the outstanding privileges granted by the Commissioner of Docks for the sale of merchandise and for other business concessions on the boats and in the terminals of the municipal ferries.

Sixth—Revenues of Roosevelt street-Broadway ferry:

Under the terms of the lease of the new ferry between Roosevelt street, Manhattan and Broadway, Brooklyn, to the Brooklyn-Manhattan Ferry Co., which began operating March 16, 1911, the City is to receive one-half of the net profits from operation, and allows the operating company a subvention of $11,000 per month.

5. Gross Revenues Received by the City.

The yearly gross revenue, as of December 31, 1911, of The City of New York from the operation of the several functions of the Department of Docks and Ferries, which revenues for the purposes of this statement include only those which are in accordance with law credited to the sinking funds of the City, is shown in the following tabulation:

From Dock Properties.		
Yearly total of rentals for leases in force December 31, 1911	$3,707,229 56	
Ferry franchises in force December 31, 1911	227,333 94	
Temporary permits for the occupation of uplands, lands under water and wharf property, amount accrued during year 1911	397,866 06	
Wharfage and dockage rates, receipts during year 1911	231,030 09	
Total from dock properties		$4,563,459 65
From Municipal Ferries.		
(Staten Island and Thirty-ninth Street, Brooklyn, Divisions combined.)		
Traffic receipts, passenger and vehicle, during year 1911	$929,999 51	
Payments during year 1911 by holders of privileges for merchandising, etc., on ferryboats and at terminals	57,005 11	
Total from municipal ferries		987,004 62
From Roosevelt Street-Broadway Ferry.		
(Roosevelt Street, Manhattan to Broadway, Brooklyn)		
City's share of profits (one-half of excess of revenues for year 1911 over expenses of maintenance and operation)	$19,175 42	
		19,175 42
Total from dock properties and ferries		$5,569,639 69

6. Interest Paid and to be Paid on Bonded Indebtedness.

The annual interest paid and to be paid by the City on $101,547,970.52, the total amount of dock bonds and corporate stock issued for all of the purposes of the Department of Docks and Ferries still unredeemed and outstanding December 31, 1909, was $3,692,150.23. If the $100,000 of corporate stock issued in 1899 for the Wallabout improvement is to be included in the bonded indebtedness the sum of $3,000 should be added to the amount stated, making the total yearly interest $3,695,150.23.

The annual interest paid and to be paid on $83,144,617.78, that being the proportion of the bonded indebtedness outstanding December 31, 1909, represented by disbursements for investment account in property and construction, amounts to $3,012,205.75. Adding $3,000 for interest on the $100,000 corporate stock issued for the Wallabout improvement, all of which was expended for construction, the amount would be $3,015,205.75.

The annual interest paid and to be paid by the City on corporate stock issued during the years 1910 and 1911 amounts to $379,883.24, and the interest paid on $1,383,000 of dock bonds redeemed during the years 1910 and 1911 amounted to $62,430.

The annual interest cost of the bonded indebtedness of the City for all purposes of the Department of Docks and Ferries, as existing December 31, 1911, was $4,009,603.47. With $3,000 added for interest on corporate stock issued for the Wallabout improvement the total would be $4,012,603.47.

The annual interest paid and to be paid on $91,234,367.52, that being the proportion of the bonded indebtedness outstanding December 31, 1911, represented by disbursements for investment account in property and construction, amounts to $3,337,624.44. Adding $3,000 for interest on the $100,000 corporate stock issued for the Wallabout improvement, the amount would be $3,340,624.44.

7. Annual Installments Necessary for Amortization of Indebtedness.

The annual installments necessary for the amortization of the $101,547,970.52 of bonds and corporate stock outstanding December 31, 1909, amounted to $1,403,421.13. Adding to this amount $2,101.92 necessary for the amortization of the $100,000 of corporate stock issued for the Wallabout Improvement, would make the total $1,405,523.05.

The annual installments necessary for the amortization of the $83,144,617.78 of bonded indebtedness outstanding December 31, 1909, represented by investment account in payments for property and construction, amounts to $1,163,756.89. Adding $2,101.92 necessary for the amortization of the $100,000 corporate stock issued for the Wallabout improvement would make the total $1,165,858.81.

The annual installments necessary for the amortization of the $9,296,292.62 corporate stock issued during the years 1910 and 1911, amounts to $83,769.11, and the installments necessary for the amortization of the $1,383,000 of bonds redeemed during 1910 and 1911 was $28,862.

The annual installments necessary for the amortization of the bonds and corporate stock issued by the City for all of the purposes of the Department of Docks and Ferries remaining unredeemed and outstanding December 31, 1911, was $1,458,328.24. With $2,101.92 added for the $100,000 corporate stock issued for the Wallabout improvement the total would be $1,460,430.16.

The annual installments necessary for the amortization of $91,234,367.52 of bonded indebtedness outstanding December 31, 1911, represented by investment account in payments for property and construction, amounts to $1,222,346.51. Adding $2,101.92 necessary for the amortization of the $100,000 corporate stock for the Wallabout improvement would make the total $1,224,448.43.

8. Current Net Revenue Received by the City.

The current net revenue received by the City from the operation of all of the properties under the jurisdiction of the Department of Docks and Ferries as of December 31, 1911, was $2,745,435.13, this figure representing yearly gross revenues of $5,569,639.69, as herein previously shown in detail, less expenses of operation and maintenance, depreciation in the value of ferryboats and other floating plant and the subvention allowed to the Brooklyn-Manhattan Ferry Co. for the year 1911, aggregating $2,824,204.56.

PART II.

DOCK PURPOSES.

(This includes uplands, lands under water, wharves, piers, bulkheads, leased ferry slips, floating plant and appurtenances for all purposes of the Department of Docks and Ferries, other than recreation buildings, municipal ferries and the Roosevelt street-Broadway ferry.)

1. Bonded Indebtedness.

The dock bonds and corporate stock of The City of New York outstanding December 31, 1909, the proceeds whereof were expended for dock purposes, amounted to $83,647,617.27, exclusive of an issue of $100,000 for the improvement of Wallabout Basin, Borough of Brooklyn. From an analysis of the disbursements made from the fund for the improvement of Wallabout Basin, it appears that the whole amount provided by this issue of corporate stock was expended for the construction of piers and for paving the upland contiguous thereto. As certain revenues from rentals and wharfage are now received by the Department of Docks and Ferries from this dock property, it would seem proper that the indebtedness represented by the outstanding corporate stock issued for this improvement should be included in this statement of the City's indebtedness for dock purposes; notwithstanding the fact that this issue of corporate stock is not classified among bonds for dock purposes on the records of the Department of Docks and Ferries or the Department of Finance. Including this amount of $100,000, the City's bonded indebtedness for docks December 31, 1909, was therefore $83,747,617.27. Of the $83,647,617.27 bonded indebtedness outstanding December 31, 1909, there was redeemed during the years 1910 and 1911 the amount of $1,383,000 of bonds maturing during the years specified. This left a balance of bonded indebtedness outstanding December 31, 1911, of bonds issued prior to January 1, 1910, of $82,264,617.27. In addition to this amount there was issued during the years 1910 and 1911 corporate stock amounting to $8,406,097.96, thus making a total of $90,670,715.23 bonded indebtedness outstanding December 31, 1911. With the addition of $100,000 corporate stock issued for the Wallabout improvement, the total would be $90,770,715.23.

Based upon the records of the Department of Docks and Ferries of expenditures made from the Dock Fund for dock purposes, an apportionment has been made of the bonded indebtedness therefor as between indebtedness incurred for investment, i. e., the acquisition and construction of dock properties and the yearly expenses of maintenance and operation of this division of the Department's functions. The apportionment thus made shows that of $83,647,617.27, the amount of bonds outstanding December 31, 1909, the sum of $72,975,008.58 is represented in dock investment and $10,672,608.69 in expenses of yearly maintenance and operation. If the $100,000 for the improvement of Wallabout Basin is to be included, then the amount represented in investment was $73,075,008.58.

As previously stated in Part I of this statement, the practice of paying the expenses of yearly maintenance and operation of the functions of the Department of Docks and Ferries from the proceeds of the sale of corporate stock was discontinued with the close of 1909 and thereafter all such expenses have been met from yearly tax budget appropriations, as provided in chapter 277 of the Laws of 1909. All the bonded indebtedness incurred during 1910 and 1911, therefore, was to provide for investment purposes. Of the $90,670,715.23 bonded indebtedness existing December 31, 1911, $80,174,563.66 was on account of investment and $10,496,151.57 expenses of maintenance and operation. To the $80,174,563.66 should be added the $100,000 corporate stock issued for the Wallabout Basin improvement, or a total of $80,274,563.66.

2. Contract Liability.

The outstanding liabilities for contracts chargeable to corporate stock funds on December 31, 1909, amounted to $2,472,029.94. Following is a schedule showing the details of this amount, all of which was discharged during the years 1910 and 1911.

Schedule of Contracts for Dock Purposes Made by the Department of Docks and Ferries, Chargeable to Corporate Stock Funds, Showing the Undischarged Liabilities on Account Thereof, December 31, 1909, *All of Which Was Discharged During the Years* 1910 *and* 1911.

Contract No.	Description.	Name.	Date.	Amount of Liability Undischarged Dec. 31, 1911.
11580	Dredging on North, East and Harlem Rivers, Manhattan, about 50,000 cubic yards	Morris & Cummings Dredging Company	Dec. 19, 1904	$6,822 89
12626	Printing, binding and delivering indice of minutes of Department of Docks, 1870-1893, inclusive	Metropolitan Printing Company	Apr. 19, 1905	2,915 00
19464	Furnishing and delivering cobblestone pavement, Manhattan	O'Brien Brothers	July 2, 1907	5,523 91
19689	Preparing and building freight sheds on Piers 54, 55 and 56, North River, Chelsea Section	Snare & Triest Company	Aug. 15, 1907	324,220 70
20001	Preparing and bulkheading freight sheds on Piers 57, 58 and 59, North River, Chelsea Section	R. P. & J. H. Staats	Oct. 2, 1907	528,695 11
20031	Preparing and bulkheading freight sheds on Piers 60, 61 and 62, North River, 19th to 22d street	Maryland Steel Company, of Baltimore	Oct. 15, 1907	430,561 33

Contract No.	Description.	Name.	Date.	Amount of Liability Undischarged Dec. 31, 1911.
21305	Furnishing and delivering broken stone	Jacob E. Conklin	May 9, 1908	1,212 75
22455	Purchase and delivering packing, etc	H. W. Johns Manville Company	Nov. 11, 1908	1,595 00
22614	Repairs of asphalt pavement on North and East Rivers	Sicilian Asphalt Paving Company	Jan. 29, 1909	7,040 98
23093	Repairs of asphalt pavement on North and East Rivers	Uvalde Asphalt Company	Mar. 9, 1909	8,296 65
23407	Refounding Pier 53, North River, and its lateral extensions, bulkhead, etc, for freight shed	McHarg Barton Company	Mar. 30, 1909	103,678 77
23584	Sprinkling new made land, Cortlandt street, West 30th street, East 18th to East 24th street, East River	Patrick J. O'Connell	Apr. 26, 1909	790 65
23740	Furnishing carts, horses and drivers for disposal of street sweepings from dock and waterfront properties	Samuel F. Goss	May 6, 1909	2,987 71
23770	Furnishing and delivering rip-rap stone, all Boroughs	O'Brien Brothers' Corporation	May 7, 1909	5,166 03
23771	Furnishing and delivering cement, all Boroughs	J. D. Kane Company	May 7, 1909	4,659 60
23935	Furnishing and delivering coal, Borough of Brooklyn	North River Coal Company	June 2, 1909	1,697 00
24112	Furnishing and installing electrical equipments, Piers 53, 54 and 56 to 62, North River, Manhattan	North-Eastern Construction Company	May 6, 1909	428,291 36
24275	Dredging at site of improvements at mouth of Whale Creek, Newtown Creek.	W. H. Beard Dredging Company	July 2, 1909	26,466 86
24425	Furnishing and delivering ice, Boroughs of Manhattan, The Bronx, Brooklyn and Queens	American Ice Company	July 2, 1909	2,135 03
24732	Furnishing and delivering sand, all Boroughs	Goodman Sand and Gravel Company	Aug. 7, 1909	4,000 00
24733	Furnishing 2,500 hours' tug service, North and East Rivers, all Boroughs	Thos. Flannery	July 13, 1909	5,988 69
24734	Furnishing and delivering broken stone, all Boroughs	Jacob E. Conklin	Aug. 17, 1909	8,500 16
24777	Preparing for and dredging new pier, foot of Jamaica avenue, Astoria	Phenix Construction Company	July 13, 1909	4,321 55
24832	Printing and furnishing specifications and forms of contracts, all Boroughs	Wynkoop-Hallenbeck-Crawford Company	July 2, 1909	5,962 08
24925	Furnishing and delivering coal, Borough of Manhattan	Pattison & Bowns	Sept. 23, 1909	25,350 00
24926	Dredging 150,000 cubic yards, East and Harlem Rivers, all Boroughs	Newark Meadows Improvement Company	Sept. 23, 1909	9,147 31
24927	Dredging 25,000 cubic yards, all Boroughs	Newark Meadows Improvement Company	Sept. 23, 1909	9,206 34
24928	Furnishing and delivering granite stone for river walls, Manhattan and Brooklyn	M. McGrath & Company	Sept. 14, 1909	1,710 00
24929	Furnishing and delivering coal, all Boroughs	Wm. Farrell & Sons	Sept. 23, 1909	8,908 80
24930	Furnishing and delivering coal, all Boroughs	Wm. Farrell & Sons	Sept. 23, 1909	351 00
24996	Preparing and building new pier, 31st, 32d streets, Borough of Brooklyn	Harry R. Wheeler	July 13, 1909	95,945 60
24997	Furnishing and delivering new yellow pine lumber	E. L. Gillespie & Company	Sept. 23, 1909	5,762 50
24998	Furnishing and delivering new white pine lumber, etc	Stanley H. Miner	Sept. 23, 1909	18,725 00
25131	Preparing for and installing new boiler in tug "Brooklyn"	Herpershausen Brothers	Oct. 23, 1909	8,990 00
25133	Furnishing and erecting electrical appliances at Department yards, West 57th street, North River, and East 24th street, East River	Cowden DeYoung Company	Oct. 23, 1909	5,213 00
25134	Furnishing and delivering manila rope, etc., all Boroughs	J. Edward Ogden	Oct. 21, 1909	8,251 37
25136	Preparing for and laying iron slag pavement on marginal street, between Whitehall and Broad streets	Cunningham & Kearns	Oct. 23, 1909	5,600 00
25163	Preparing for and building new steel freight shed, Pier 31st and 32d streets, Brooklyn	Chas. Meads & Co.	Oct. 23, 1909	155,500 00
25297	Dredging in North River, Borough of Manhattan	H. Dubois Sons & Company	Nov. 19, 1909	24,991 12
25298	Furnishing and delivering iron and steel machinery, Borough of Manhattan	J. Edward Ogden	Nov. 23, 1909	74,437 09
25306	Taking up temporary and laying permanent pavement, marginal street, 22d, 23d streets, North River	Asphalt Construction Company	Nov. 19, 1909	38,750 00
25348	Furnishing and delivering divers' supplies, all Boroughs	A. Schroeder Sons	Nov. 24, 1909	1,161 00
25349	Preparing for and laying granite block pavement, marginal street, between Albany and Liberty streets	Dunbar Construction Company	Nov. 24, 1909	27,000 00
25350	Preparing for and laying granite block pavement, marginal street, between West 30th and 33d streets	Dunbar Construction Company	Nov. 24, 1909	25,500 00
	Total			$2,472,029 94

The outstanding liabilities for contracts chargeable to corporate stock funds, on December 31, 1911, amounted to $263,362.06, all of which contracts were executed during the years 1910 and 1911. Following is a schedule showing in detail the outstanding liabilities for contracts December 31, 1911.

Schedule of Contracts Made by the Department of Docks and Ferries, for Dock Purposes, Chargeable to Corporate Stock Funds, Showing the Undischarged Liabilities on Account Thereof at December 31, 1911.

Contract No.	Description.	Name.	Date.	Amount of Liability Undischarged Dec. 31, 1911.
26257	Furnishing and delivering cement, sand and broken stone, and for furnishing and delivering and putting in place small cobble rip-rap stone	James A. De Groat Co.	Mar. 2, 1910	$10,346 47
26508	Furnishing and delivering broken stone, all Boroughs	Manhattan Trap Rock Co.	Apr. 21, 1910	4,531 03
26509	Furnishing and delivering sand, all Boroughs	Goodwin Sand and Gravel Co.	Apr. 21, 1910	1,932 53
27672	Preparing and building a new steel freight shed, with appurtenances, on the pier and adjacent bulkhead at the foot of West 131st street, North River, Borough of Manhattan	Snare & Triest Co.	Sept. 20, 1910	1,906 75
30159	Building a new steel freight shed, with appurtenances, on the pier, foot 33d street, Brooklyn	Snare & Triest Co.	June 2, 1911	134,978 63
30219	Coal, Contract 1275	Pattison & Bowns	June 8, 1911	17,814 59
30222	Seven hundred and fifty hours service of tugboats, under Contract 1272	Thomas Flannery	June 8, 1911	1,954 93
30225	Yellow pine lumber, Class 1, Contract 1271	Hirsch Lumber Co.	June 8, 1911	48,648 96
30998	Installing metal filing cases in the fireproof Record Room of Pier A, North River, Borough of Manhattan, under Class No. 2 of Contract 1255	General Fireproofing Co.	Aug. 22, 1911	1,795 00
31369	Furnishing and delivering ¾-inch broken stone, under Class 5 of Contract 1284	Upper Hudson Stone Co.	Oct. 18, 1911	950 00
31370	Furnishing and delivering and putting in place rip-rap stone, under Class 4 of Contract 1284	O'Brien Bros., Inc.	Oct. 13, 1911	17,000 00
31482	Furnishing and delivering 2,500 barrels and 30,000 bags Portland cement, under Class 1 of Contract No. 1284	Candee, Smith & Howland Co.	Oct. 28, 1911	13,175 00
31533	Rebuilding and painting the tugboat "Richmond," under Contract 1286	James Shewan Sons	Nov. 6, 1911	4,498 17
31539	Furnishing and delivering about 2,000 yards of sand under Class 2 of Contract 1284	Frederick Starr Contracting Co.	Nov. 15, 1911	980 00
31687	Furnishing and delivering about 3,000 cubic yards 2-inch broken stone, under Class 3 of Contract 1284	Clinton Paint Stone Co.	Dec. 12, 1911	2,850 00
	Total			$263,362 06

3. LAND LIABILITY.

The estimated liabilities for land in process of acquisition on December 31, 1909, amounted to $6,798,728.51, the details of which are given in the following schedule.

Schedule of Waterfront Land in Process of Acquisition for Use by the Department of Docks and Ferries, for Dock Purposes, Chargeable to Corporate Stock Funds, Showing the Undischarged Liabilities (Partly Estimated) on Account Thereof at December 31, 1909.

Balance due on upland between Bloomfield and Little West 12th streets. Title vested January 30, 1904. Interest payable from December 30, 1903:			
Unpaid awards	Principal,	$34,150 00	
	Interest,	12,305 38	
			$46,455 38
Bulkhead, upland, buildings, etc., between 15th and 18th streets, North River:			
15th to 17th streets. Title vested May 1, 1904.			
Estimated	Principal,	$2,000,000 00	
	Interest,	680,000 00	
			2,680,000 00
17th to 18th streets. Title vested August 1, 1904.			
Estimated	Principal,	$1,200,000 00	
	Interest,	390,000 00	
			1,590,000 00
Balance due on property acquired between 18th and 20th streets, North River (Consolidated Gas Company). Title vested October 17, 1902:			
Unpaid awards	Principal,	$535,349 72	
	Interest,	231,538 75	
			766,888 47
Block between 22d and 23d streets, 11th and 13th avenues, North River. Title vested November 1, 1906:			
Unpaid awards	Principal,	$722,000 00	
	Interest,	137,180 00	
			859,180 00
Claim of Erie Railroad Company for value of fixtures and equipment of its freight yard between 22d and 23d streets, 11th and 13th avenues. Title vested October 17, 1902:			
Estimated	Principal,	$25,000 00	
	Interest,	10,812 50	
			35,812 50
Balance due on bulkhead between 42d and 43d streets, North River. Title vested April 19, 1907. Interest from April 2, 1907:			
Unpaid awards	Principal,	$20,000 00	
	Interest,	3,300 00	
			23,300 00
Balance due on Piers (old) 16 and 17, bulkheads, East River. Title vested April 12, 1905:			
Unpaid awards	Principal,	$19,962 30	
	Interest,	5,655 99	
	Costs,	148 50	
			25,766 79
Easterly half of Pier (old) 32, westerly half of Pier (old) 33, and bulkhead between, East River. Title vested March 1, 1907:			
Estimated	Principal,	$250,000 00	
	Interest,	42,500 00	
			292,500 00

Pier (old) 36 and bulkhead, East River. Title vested April 29, 1905:			
Unpaid awards	Principal,	$194,268 00	
To November 9, 1909	Interest,	52,776 14	
New principal, $247,044.14, from November 9, 1909	Interest,	2,182 22	
			249,226 36
Westerly half of Pier (old) 51, East River. Title vested August 10, 1905:			
Unpaid awards	Principal,	$38,143 00	
	Interest,	10,057 03	
			48,200 03
Westerly half of Pier (old) 53, East River. Title vested November 22, 1907:			
Unpaid awards	Principal,	$26,500 00	
	Interest,	3,356 66	
			29,856 66
Bulkhead between Piers (old) 52 and 53, East River (Gouverneur and Jackson streets) (573 feet). Title vested December 16, 1909:			
Unpaid awards	Principal,	$151,139 28	
	Interest,	403 04	
			151,542 32
Total amount land liabilities for dock purposes at December 31, 1909			$6,798,728 51

The estimated liabilities for land December 31, 1909, amounting, as herein previously shown, to $6,798,728.51, were reduced during the years 1910 and 1911 by payments amounting to $2,200,416.01, leaving a balance of $4,598,312.50 on December 31, 1911. Following is a schedule showing the payments for land made during 1910 and 1911 in process of acquisition December 31, 1909:

Statement Showing Liabilities for Land Acquired for Use by the Department of Docks and Ferries for Dock Purposes Chargeable to Corporate Stock Funds, as of December 31, 1909, *which Were Discharged by Payments Made from the Proceeds of Corporate Stock During* 1910 *and* 1911.

Balance due on property acquired between 18th and 20th streets, North River (Consolidated Gas Company). Title vested October 17, 1902:			
Unpaid awards	Principal,	$535,349 72	
	Interest,	231,538 75	
			$766,888 47
Block between 22d and 23d streets, 11th and 13th avenues, North River. Title vested November 1, 1906:			
Unpaid awards	Principal,	$722,000 00	
	Interest,	137,180 00	
			859,180 00
Balance due on Piers (old) 16 and 17, bulkheads, East River. Title vested April 12, 1905:			
Unpaid awards	Principal,	$19,962 30	
	Interest,	5,655 99	
	Costs,	148 50	
			25,766 79
Westerly half, Pier (old) 51, East River. Title vested August 10, 1905:			
Unpaid awards	Principal,	$38,143 00	
	Interest,	10,057 03	
			48,200 03
Westerly half of Pier (old) 53, East River. Title vested November 22, 1907:			
Unpaid awards	Principal,	$26,500 00	
	Interest,	3,356 66	
			29,856 66
Balance due on upland between Bloomfield and Little West 12th streets. Title vested January 30, 1904. Interest payable from December 30, 1903:			
Unpaid awards	Principal,	$34,150 00	
	Interest,	12,305 88	
			46,455 38
Balance due on bulkhead between 42d and 43d streets, North River. Title vested April 19, 1907. Interest from April 2, 1907:			
Unpaid awards	Principal,	$20,000 00	
	Interest,	3,300 00	
			23,300 00
Pier (old) 36, and bulkhead, East River. Title vested April 29, 1905:			
Unpaid awards	Principal,	$194,268 00	
To November 9, 1909	Interest,	52,776 14	
New Principal, $247,044 14			
From November 9, 1909	Interest,	2,182 22	
			249,226 36
Bulkhead between Piers (old) 52 and 53, East River (Gouverneur and Jackson streets) (573 feet). Title vested December 16, 1909:			
Unpaid awards	Principal,	$151,139 28	
	Interest,	403 04	
			151,542 32
Total			$2,200,416 01

The estimated liabilities for land in process of acquisition on December 31, 1911, amounted to $5,225,425, the details of which are given in the following schedule:

Schedule of Waterfront Land in Process of Acquisition for Use by the Department of Docks and Ferries, for Dock Purposes, Chargeable to Corporate Stock Funds, Showing the Undischarged Liabilities (Partly Estimated) on Account Thereof, at December 31, 1911:

Bulkhead, upland buildings, etc., between 15th and 18th streets, North River:			
15th to 17th streets. Title vested May 1, 1904.			
Estimated	Principal,	$2,000,000 00	
	Interest,	920,000 00	
			$2,920,000 00
17th to 18th streets. Title vested August 1, 1904.			
Estimated	Principal,	$1,200,000 00	
	Interest,	534,000 00	
			1,734,000 00
Claim of Erie Railroad Company for value of fixtures and equipment of its freight yard between 22d and 23d streets, 11th and 13th avenues. Title vested October 17, 1902:			
Estimated	Principal,	$25,000 00	
	Interest,	13,812 50	
			38,812 50
Easterly half of Pier (old) 32, westerly half of Pier (old) 33 and bulkhead between, East River. Title vested March 1, 1907:			
Estimated	Principal,	$250,000 00	
	Interest,	72,500 00	
			322,500 00
Ferry property at or near foot of Broadway, Borough of Brooklyn, for 23d street-Broadway ferry. Title vested September 16, 1910:			
Estimated	Principal,	$195,000 00	
	Interest,	15,112 50	
			210,112 50
Total amount land liabilities at December 31, 1911, for dock purposes			$5,225,425 00

Summary of Indebtedness for Investment in Dock Properties Exclusively.

The indebtedness of the City December 31, 1909, on account of investment in dock properties exclusively, under the jurisdiction of the Department of Docks and Ferries (indebtedness incurred to pay expenses of yearly maintenance and operation being excepted), was divided as follows:

1. Dock bonds and corporate stock outstanding	$72,975,008 58
2. Liabilities on account of contracts chargeable to corporate stock funds	2,472,029 94
3. Estimated liabilities for land in process of acquisition	6,798,728 51
Total	$82,245,767 03

The total indebtedness of $82,245,767.03 would be increased to $82,345,767.03, provided the $100,000 corporate stock issued for the Wallabout Basin improvement is to be included.

The indebtedness of the City December 31, 1911, on account of investment, was divided as follows:

1. Dock bonds and corporate stock outstanding	$80,174,563 66
2. Liabilities on account of contracts chargeable to corporate stock funds	263,362 06
3. Estimated liabilities for land in process of acquisition	5,225,425 00
Total	$85,663,350 72

The total indebtedness of $85,663,350.72 would be increased to $85,763,350.72, provided the $100,000 corporate stock issued for the Wallabout Basin improvement is to be included.

4. TERMS OF AGREEMENTS AND CONTRACTS.

First—Dock Leases:

Appended to and made a part of this statement is a schedule (marked A), showing leases of dock properties under the jurisdiction of the Department of Docks and Ferries, with the location and description of premises, names of lessees, conditions of leases and amount of annual rental on leases in force December 31, 1909, December 31, 1910, and December 31, 1911.

Second—Ferry Franchises:

Appended to and made a part of this report is a schedule (marked B), showing ferry franchises and leases (other than municipal ferries and the Roosevelt street-Broadway ferry), under the jurisdiction of the Department of Docks and Ferries, with the location and description of premises, names of leases, conditions of leases and yearly rental revenue therefrom as indicated December 31, 1909, December 31, 1910, and December 31, 1911.

Third—Temporary Permits for Use of Wharf Property:

In addition to the leases and ferry franchises granted by the Commissioner of Docks with the concurrence of the Commissioners of the Sinking Fund for the occupation of uplands, land under water and wharf property under the jurisdiction of the Department, there are also issued by the Commissioner permits for periods not exceeding one year, without reference to the Commissioners of the Sinking Fund. These permits are issued pursuant to the provisions of section 825 of the Greater New York Charter which says: "Unless said leases are sold at public auction and duly advertised in the CITY RECORD and the corporation newspapers for at least ten days, said Commissioner shall make no lease authorized by this section unless the terms of said lease are approved by the Commissioners of the Sinking Fund; but temporary permits for a period not exceeding one year may be granted to use and occupy said wharf property, said permits to be terminable at the will of the Commissioner." Appended to and made a part of this statement is a schedule (marked C) showing in detail all temporary permits authorized by the Commissioner of Docks in force December 31, 1911.

Fourth—Wharfage and Dockage Rates:

The charges for wharfage and dockage are fixed and regulated under the provisions of section 825 and 859 of the Greater New York Charter, which empower the Commissioner of Docks to regulate the charges for wharfage, cranage and dockage and to "alter such charges from time to time as the public trade may authorize and the said Commissioner of Docks deems proper; provided that the rates of wharfage on boats navigating the canals of the State shall not be increased beyond the rates in force on April 18, 1871, except as hereinafter specifically provided, and no restriction of the amount of wharf and slip room occupied by them shall be made."

Acting under the authority vested in him by the sections of the City Charter referred to, the Commissioner of Docks has formulated a schedule of wharfage rates, a copy of which (marked Schedule D) is appended to and made a part of this statement.

5. GROSS REVENUES RECEIVED BY THE CITY.

The yearly gross revenue, as of December 31, 1911, of The City of New York from dock properties under the jurisdiction of the Department of Docks and Ferries, other than recreation buildings, municipal ferries and the Roosevelt street-Broadway ferry, which revenues for the purpose of this statement include only those which are, in accordance with law, credited to the sinking funds of the City, is shown in the following tabulation:

From Dock Properties.

Yearly total of rentals for leases in force December 31, 1911	$3,707,229 56
Ferry franchises in force December 31, 1911	227,333 94
Temporary permits for occupation of uplands, lands under water and wharf property, amount accrued during year 1911	397,866 06
Wharfage and dockage rates, receipts during year 1911	231,030 09
Total from dock properties	$4,563,459 65

6. INTEREST PAID AND TO BE PAID ON BONDED INDEBTEDNESS.

The annual interest paid and to be paid by the City on $83,647,617.27, the total amount of dock bonds and corporate stock issued and used for dock purposes unredeemed and outstanding December 31, 1909, was $2,997,460.37. If the $100,000 of corporate stock issued in 1899 for the Wallabout improvement is to be included in the bonded indebtedness, the sum of $3,000 should be added to the amount stated, making the total yearly interest $3,000,460.37.

The annual interest paid and to be paid on $72,975,008.58, that being the proportion of the bonded indebtedness outstanding December 31, 1909, represented by disbursements for investment account in property and construction, amounts to $2,615,014.07. Adding $3,000 for interest on the $100,000 corporate stock issued for the Wallabout improvement, all of which was expended for construction, the amount would be $2,618,014.07.

The annual interest paid and to be paid by the City on corporate stock issued for dock purposes during the years 1910 and 1911 amounts to $344,319.55, and the interest paid on $1,383,000 of dock bonds redeemed during the years 1910 and 1911 amounted to $62,430.

The annual interest on the bonded indebtedness of the City for dock purposes, as existing December 31, 1911, was $3,279,349.92. With $3,000 added for interest on corporate stock issued for the Wallabout improvement, the total would be $3,282,349.92.

The annual interest paid and to be paid on $80,174,563.66, that being the proportion of the bonded indebtedness outstanding December 31, 1911, represented by disbursements for investment account in property and construction, amounts to $2,904,869.07. Adding $3,000 for interest on the $100,000 corporate stock issued for the Wallabout improvement, the amount would be $2,907,869.07.

7. ANNUAL INSTALLMENTS NECESSARY FOR AMORITIZATION OF INDEBTEDNESS.

The annual installments necessary for the amortization of the $83,647,617.27 of bonds and corporate stock for dock purposes outstanding December 31, 1909, amounted to $1,212,480.14. Adding to this amount $2,101.92 necessary for the amortization of the $100,000 of corporate stock issued for the Wallabout improvement, would make the total $1,214,582.06.

The annual installments necessary for the amortization of the $72,975,008.58 of bonded indebtedness outstanding December 31, 1909, represented by investment account in payments for property and construction, amounts to $1,057,779.67. Adding $2,101.92 necessary for the amortization of the $100,000 corporate stock issued for the Wallabout improvement, would make the total $1,059,881.59.

The annual installments necessary for the amortization of the $8,405,097.96 corporate stock issued for dock purposes during the years 1910 and 1911 amounts to $75,727.70, and the installments necessary for the amortization of the $1,383,000 bonds redeemed during 1910 and 1911 was $28,862.

The annual installments necessary for the amortization of $90,670,715.23, the total of bonds and corporate stock issued by the City for dock purposes remaining unredeemed and outstanding December 31, 1911, was $1,259,345.84. With $2,101.92 added

Pier (old) 36 and bulkhead, East River. Title vested April 29, 1905:			
Unpaid awards	Principal,	$194,268 00	
To November 9, 1909	Interest,	52,776 14	
New principal, $247,044.14, from November 9, 1909	Interest,	2,182 22	
			249,226 36
Westerly half of Pier (old) 51, East River. Title vested August 10, 1905:			
Unpaid awards	Principal,	$38,143 00	
	Interest,	10,057 03	
			48,200 03
Westerly half of Pier (old) 53, East River. Title vested November 22, 1907:			
Unpaid awards	Principal,	$26,500 00	
	Interest,	3,356 66	
			29,856 66
Bulkhead between Piers (old) 52 and 53, East River (Gouverneur and Jackson streets) (573 feet). Title vested December 16, 1909:			
Unpaid awards	Principal,	$151,139 28	
	Interest,	403 04	
			151,542 32
Total amount land liabilities for dock purposes at December 31, 1909			$6,798,728 51

The estimated liabilities for land December 31, 1909, amounting, as herein previously shown, to $6,798,728.51, were reduced during the years 1910 and 1911 by payments amounting to $2,200,416.01, leaving a balance of $4,598,312.50 on December 31, 1911. Following is a schedule showing the payments for land made during 1910 and 1911 in process of acquisition December 31, 1909:

Statement Showing Liabilities for Land Acquired for Use by the Department of Docks and Ferries for Dock Purposes Chargeable to Corporate Stock Funds, as of December 31, 1909, *which Were Discharged by Payments Made from the Proceeds of Corporate Stock During* 1910 *and* 1911.

Balance due on property acquired between 18th and 20th streets, North River (Consolidated Gas Company). Title vested October 17, 1902:			
Unpaid awards	Principal,	$535,349 72	
	Interest,	231,538 75	
			$766,888 47
Block between 22d and 23d streets, 11th and 13th avenues, North River. Title vested November 1, 1906:			
Unpaid awards	Principal,	$722,000 00	
	Interest,	137,180 00	
			859,180 00
Balance due on Piers (old) 16 and 17, bulkheads, East River. Title vested April 12, 1905:			
Unpaid awards	Principal,	$19,962 30	
	Interest,	5,655 99	
	Costs,	148 50	
			25,766 79
Westerly half, Pier (old) 51, East River. Title vested August 10, 1905:			
Unpaid awards	Principal,	$38,143 00	
	Interest,	10,057 03	
			48,200 03
Westerly half of Pier (old) 53, East River. Title vested November 22, 1907:			
Unpaid awards	Principal,	$26,500 00	
	Interest,	3,356 66	
			29,856 66
Balance due on upland between Bloomfield and Little West 12th streets. Title vested January 30, 1904. Interest payable from December 30, 1903:			
Unpaid awards	Principal,	$34,150 00	
	Interest,	12,305 88	
			46,455 38
Balance due on bulkhead between 42d and 43d streets, North River. Title vested April 19, 1907. Interest from April 2, 1907:			
Unpaid awards	Principal,	$20,000 00	
	Interest,	3,300 00	
			23,300 00
Pier (old) 36, and bulkhead, East River. Title vested April 29, 1905:			
Unpaid awards	Principal,	$194,268 00	
To November 9, 1909	Interest,	52,776 14	
New Principal, $247,044 14			
From November 9, 1909	Interest,	2,182 22	
			249,226 36
Bulkhead between Piers (old) 52 and 53, East River (Gouverneur and Jackson streets) (573 feet). Title vested December 16, 1909:			
Unpaid awards	Principal,	$151,139 28	
	Interest,	403 04	
			151,542 32
Total			$2,200,416 01

The estimated liabilities for land in process of acquisition on December 31, 1911, amounted to $5,225,425, the details of which are given in the following schedule:

Schedule of Waterfront Land in Process of Acquisition for Use by the Department of Docks and Ferries, for Dock Purposes, Chargeable to Corporate Stock Funds, Showing the Undischarged Liabilities (Partly Estimated) on Account Thereof, at December 31, 1911:

Bulkhead, upland buildings, etc., between 15th and 18th streets, North River:			
15th to 17th streets. Title vested May 1, 1904.			
Estimated	Principal,	$2,000,000 00	
	Interest,	920,000 00	
			$2,920,000 00
17th to 18th streets. Title vested August 1, 1904.			
Estimated	Principal,	$1,200,000 00	
	Interest,	534,000 00	
			1,734,000 00
Claim of Erie Railroad Company for value of fixtures and equipment of its freight yard between 22d and 23d streets, 11th and 13th avenues. Title vested October 17, 1902:			
Estimated	Principal,	$25,000 00	
	Interest,	13,812 50	
			38,812 50
Easterly half of Pier (old) 32, westerly half of Pier (old) 33 and bulkhead between, East River. Title vested March 1, 1907:			
Estimated	Principal,	$250,000 00	
	Interest,	72,500 00	
			322,500 00
Ferry property at or near foot of Broadway, Borough of Brooklyn, for 23d street-Broadway ferry. Title vested September 16, 1910:			
Estimated	Principal,	$195,000 00	
	Interest,	15,112 50	
			210,112 50
Total amount land liabilities at December 31, 1911, for dock purposes			$5,225,425 00

Summary of Indebtedness for Investment in Dock Properties Exclusively.

The indebtedness of the City December 31, 1909, on account of investment in dock properties exclusively, under the jurisdiction of the Department of Docks and Ferries (indebtedness incurred to pay expenses of yearly maintenance and operation being excepted), was divided as follows:

1. Dock bonds and corporate stock outstanding	$72,975,008 58
2. Liabilities on account of contracts chargeable to corporate stock funds	2,472,029 94
3. Estimated liabilities for land in process of acquisition	6,798,728 51
Total	$82,245,767 03

The total indebtedness of $82,245,767.03 would be increased to $82,345,767.03, provided the $100,000 corporate stock issued for the Wallabout Basin improvement is to be included.

The indebtedness of the City December 31, 1911, on account of investment, was divided as follows:

1. Dock bonds and corporate stock outstanding	$80,174,563 66
2. Liabilities on account of contracts chargeable to corporate stock funds	263,362 06
3. Estimated liabilities for land in process of acquisition	5,225,425 00
Total	$85,663,350 72

The total indebtedness of $85,663,350.72 would be increased to $85,763,350.72, provided the $100,000 corporate stock issued for the Wallabout Basin improvement is to be included.

4. Terms of Agreements and Contracts.

First—Dock Leases:

Appended to and made a part of this statement is a schedule (marked A), showing leases of dock properties under the jurisdiction of the Department of Docks and Ferries, with the location and description of premises, names of lessees, conditions of leases and amount of annual rental on leases in force December 31, 1909, December 31, 1910, and December 31, 1911.

Second—Ferry Franchises:

Appended to and made a part of this report is a schedule (marked B), showing ferry franchises and leases (other than municipal ferries and the Roosevelt street-Broadway ferry), under the jurisdiction of the Department of Docks and Ferries, with the location and description of premises, names of leases, conditions of leases and yearly rental revenue therefrom as indicated December 31, 1909, December 31, 1910, and December 31, 1911.

Third—Temporary Permits for Use of Wharf Property:

In addition to the leases and ferry franchises granted by the Commissioner of Docks with the concurrence of the Commissioners of the Sinking Fund for the occupation of uplands, land under water and wharf property under the jurisdiction of the Department, there are also issued by the Commissioner permits for periods not exceeding one year, without reference to the Commissioners of the Sinking Fund. These permits are issued pursuant to the provisions of section 825 of the Greater New York Charter which says: "Unless said leases are sold at public auction and duly advertised in the City Record and the corporation newspapers for at least ten days, said Commissioner shall make no lease authorized by this section unless the terms of said lease are approved by the Commissioners of the Sinking Fund; but temporary permits for a period not exceeding one year may be granted to use and occupy said wharf property, said permits to be terminable at the will of the Commissioner." Appended to and made a part of this statement is a schedule (marked C) showing in detail all temporary permits authorized by the Commissioner of Docks in force December 31, 1911.

Fourth—Wharfage and Dockage Rates:

The charges for wharfage and dockage are fixed and regulated under the provisions of section 825 and 859 of the Greater New York Charter, which empower the Commissioner of Docks to regulate the charges for wharfage, cranage and dockage and to "alter such charges from time to time as the public trade may authorize and the said Commissioner of Docks deems proper; provided that the rates of wharfage on boats navigating the canals of the State shall not be increased beyond the rates in force on April 18, 1871, except as hereinafter specifically provided, and no restriction of the amount of wharf and slip room occupied by them shall be made."

Acting under the authority vested in him by the sections of the City Charter referred to, the Commissioner of Docks has formulated a schedule of wharfage rates, a copy of which (marked Schedule D) is appended to and made a part of this statement.

5. Gross Revenues Received by the City.

The yearly gross revenue, as of December 31, 1911, of The City of New York from dock properties under the jurisdiction of the Department of Docks and Ferries, other than recreation buildings, municipal ferries and the Roosevelt street-Broadway ferry, which revenues for the purpose of this statement include only those which are, in accordance with law, credited to the sinking funds of the City, is shown in the following tabulation:

From Dock Properties.

Yearly total of rentals for leases in force December 31, 1911	$3,707,229 56
Ferry franchises in force December 31, 1911	227,333 94
Temporary permits for occupation of uplands, lands under water and wharf property, amount accrued during year 1911	397,866 06
Wharfage and dockage rates, receipts during year 1911	231,030 09
Total from dock properties	$4,563,459 65

6. Interest Paid and to be Paid on Bonded Indebtedness.

The annual interest paid and to be paid by the City on $83,647,617.27, the total amount of dock bonds and corporate stock issued and used for dock purposes unredeemed and outstanding December 31, 1909, was $2,997,460.37. If the $100,000 of corporate stock issued in 1899 for the Wallabout improvement is to be included in the bonded indebtedness, the sum of $3,000 should be added to the amount stated, making the total yearly interest $3,000,460.37.

The annual interest paid and to be paid on $72,975,008.58, that being the proportion of the bonded indebtedness outstanding December 31, 1909, represented by disbursements for investment account in property and construction, amounts to $2,615,014.07. Adding $3,000 for interest on the $100,000 corporate stock issued for the Wallabout improvement, all of which was expended for construction, the amount would be $2,618,014.07.

The annual interest paid and to be paid by the City on corporate stock issued for dock purposes during the years 1910 and 1911 amounts to $344,319.55, and the interest paid on $1,383,000 of dock bonds redeemed during the years 1910 and 1911 amounted to $62,430.

The annual interest on the bonded indebtedness of the City for dock purposes, as existing December 31, 1911, was $3,279,349.92. With $3,000 added for interest on corporate stock issued for the Wallabout improvement, the total would be $3,282,349.92.

The annual interest paid and to be paid on $80,174,563.66, that being the proportion of the bonded indebtedness outstanding December 31, 1911, represented by disbursements for investment account in property and construction, amounts to $2,904,869.07. Adding $3,000 for interest on the $100,000 corporate stock issued for the Wallabout improvement, the amount would be $2,907,869.07.

7. Annual Installments Necessary for Amoritization of Indebtedness.

The annual installments necessary for the amortization of the $83,647,617.27 of bonds and corporate stock for dock purposes outstanding December 31, 1909, amounted to $1,212,480.14. Adding to this amount $2,101.92 necessary for the amortization of the $100,000 of corporate stock issued for the Wallabout improvement, would make the total $1,214,582.06.

The annual installments necessary for the amortization of the $72,975,008.58 of bonded indebtedness outstanding December 31, 1909, represented by investment account in payments for property and construction, amounts to $1,057,779.67. Adding $2,101.92 necessary for the amortization of the $100,000 corporate stock issued for the Wallabout improvement, would make the total $1,059,881.59.

The annual installments necessary for the amortization of the $8,406,097.96 corporate stock issued for dock purposes during the years 1910 and 1911 amounts to $75,727.70, and the installments necessary for the amortization of the $1,383,000 bonds redeemed during 1910 and 1911 was $28,862.

The annual installments necessary for the amortization of $90,670,715.23, the total of bonds and corporate stock issued by the City for dock purposes remaining unredeemed and outstanding December 31, 1911, was $1,259,345.84. With $2,101.92 added

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for the $100,000 corporate stock issued for the Wallabout improvement the total would be $1,261,447.76.

The annual installments necessary for the amortization of $80,174,563.66 of bonded indebtedness outstanding December 31, 1911, represented by investment account in payments for property and construction, amounts to $1,108,327.88. Adding $2,101.92 necessary for the amortization of the $100,000 corporate stock issued for the Wallabout improvement would make the total $1,110,429.80.

8. Current Net Revenues Received by the City.

The yearly current net revenues received by the City from all dock properties other than recreation buildings, municipal ferries and the Roosevelt street-Broadway ferry, as of December 31, 1911, amounted to $3,675,352.77, this figure representing yearly gross revenues of $4,563,459.65, as herein previously shown in detail, less expenses of operation and maintenance and depreciation in the value of the floating plant used in connection with docks for the year 1911 aggregating $888,106.88.

Gross and Net Revenues from Docks, Exclusively, for Past Seven Years.

For the purpose of furnishing information indicating the character of the net revenues received by the City from the dock properties in respect of their stability and permanency and further indicating the constant annual increase in these revenues, there is herewith submitted a summarized statement of the gross and net revenues during the years 1905 to 1911, inclusive:

Statement of Gross and Net Revenues from Dock Properties Exclusively, by Years from 1905 to 1911, Inclusive.

Year.	Revenue From.						
	Leases.	Ferry Franchises.	Permits.	Wharfage.	Total.	Expenses of Maintenance and Operation.	Yearly Net Revenue.
1905	$2,638,224 66	$475,264 42	$253,374 82	$184,005 37	$3,550,869 27	$599,060 98	$2,951,808 29
1906	2,777,128 80	323,302 97	256,259 18	223,347 16	3,580,038 11	683,796 24	2,896,241 87
1907	2,951,238 14	335,498 55	277,596 38	232,564 64	3,796,897 71	522,393 06	3,274,504 65
1908	2,989,056 61	290,036 55	245,208 63	196,989 24	3,721,291 03	711,246 21	3,010,044 82
1909	3,080,310 20	267,017 42	241,092 65	213,986 66	3,802,412 93	830,255 94	2,972,156 99
1910	3,640,498 83	247,572 18	241,269 74	230,634 86	4,359,975 61	673,239 42	3,686,736 19
1911	3,734,578 32	223,442 55	397,866 06	231,030 09	4,586,917 02	888,106 88	3,698,810 14
Total	$21,811,041 56	$2,162,134 64	$1,912,667 46	$1,512,558 02	$27,398,401 68	$4,908,098 73	$22,490,302 95

PART III.

RECREATION BUILDINGS.

1. Bonded Indebtedness.

The dock bonds and corporate stock of The City of New York outstanding December 31, 1909, the proceeds whereof were expended for the construction, maintenance and operation of the recreation buildings upon piers, under the jurisdiction of the Department of Docks and Ferries, amounted to $2,558,429.45. Of this amount $812,418.14 was represented by disbursements for investment in the construction of the buildings on City piers used for recreation purposes.

The amount of bonded indebtedness for recreation buildings outstanding December 31, 1911, the proceeds whereof were used for construction and maintenance and operation, was $2,558,634.11.

On December 31, 1911, the amount of outstanding bonds, the proceeds whereof had been expended for investment in the construction of recreation buildings, was $812,622.80.

2 & 3. Contract and Land Liability.

There were no contract or land liabilities for recreation buildings outstanding December 31, 1909, but on December 31, 1911, there was outstanding the following contract, viz.: No. 31530, dated November 9, 1911, with S. F. Hayward & Co., for furnishing and installing additional fire appliances on recreation piers in the Boroughs of Manhattan and Brooklyn, under which the outstanding liability was $1,297.

4. Terms of Agreements and Contracts.

The only contracts or agreements in existence between the City and any person, firm or corporation in connection with the recreation buildings are permits issued by the Commissioner of Docks for the sale of milk and other refreshments. These permits are included in the schedule (marked C) appended to this report.

5. Gross Revenues Received by the City.

There are no revenues received by the City through the maintenance and operation of recreation buildings in the sense that revenues are sought to be used in this connection. The amounts paid by holders of permits for the sale of milk and other refreshments, which are merely nominal, have been included among the revenues of the docks, as herein previously given.

6. Interest Paid and to be Paid on Bonded Indebtedness.

The annual interest paid and to be paid by the City on $2,558,429.45, the total amount of dock bonds and corporate stock issued for recreation buildings and the maintenance and operation thereof, still unredeemed and outstanding December 31, 1909, was $90,662.71.

The annual interest paid and to be paid on $812,418.14, that being the proportion of the bonded indebtedness outstanding December 31, 1909, represented by disbursements for investment account, amounts to $28,789.55.

The annual interest on $2,558,634.11, the bonded indebtedness of the City for recreation buildings and the maintenance and operation thereof, as existing December 31, 1911, was $90,670.98. The annual interest on $812,622.80, the proportion of the indebtedness outstanding December 31, 1911, represented by disbursements for investment account, amounts to $28,797.82.

7. Annual Installments Necessary for Amoritization of Indebtedness.

The annual installments necessary for the amortization of $2,558,429.45 of bonds and corporate stock for recreation buildings and the maintenance and operation thereof, unredeemed and outstanding December 31, 1909, amounted to $35,844.26.

The annual installments necessary for the amortization of the $812,418.14 of bonded indebtedness outstanding December 31, 1909, represented by investment account, amounts to $11,382.19.

The annual installments necessary for the amortization of the $2,558,634.11, the total of bonds and corporate stock issued for recreation buildings and the maintenance and operation thereof, remaining unredeemed and outstanding December 31, 1911, was $35,846.08.

The annual installments necessary for the amortization of the $812,622.80 of bonds issued for investment in recreation buildings, unredeemed and outstanding December 31, 1911, amounts to $11,384.01.

8. Current Net Revenues Received by the City.

There are no net revenues received by the City resulting from the maintenance and operation of the recreation buildings. In 1911, the cost of maintenance and operation amounted to $183,498.16, and as the revenues therefrom were merely nominal, the cost of operation is virtually a deficiency.

PART IV.

MUNICIPAL FERRY PURPOSES.

1. Bonded Indebtedness.

The corporate stock of The City of New York outstanding December 31, 1909, the proceeds whereof were expended for all purposes of the municipal ferries, amounted to $15,341,923.80. Of this amount $9,357,191.06 was represented in expenditures for property and construction or investment account.

The corporate stock outstanding December 31, 1911, the proceeds whereof were used for all purposes of the municipal ferries, amounted to $16,101,419.63. Of this amount $10,116,686.89 was represented by disbursements on investment account.

The outstanding liabilities for contracts on account of municipal ferries, chargeable to corporate stock funds on December 31, 1909, amounted to $344,656.25. Following is a schedule showing the details of this amount, also the amounts paid thereon from the proceeds of corporate stock during 1910 and 1911, viz. $305,766.53, and the amount thereof undischarged December 31, 1911, viz.: $38,889.72.

Schedule of Contracts Made by the Department of Docks and Ferries, for Municipal Ferry Purposes, Chargeable to Corporate Stock Funds, Showing the Undischarged Liabilities on Account Thereof at December 31, 1909; the Amounts Paid Thereon During 1910 and 1911, and the Amount Undischarged December 31, 1911.

Contract No.	Description.	Contractor.	Date. of Contract.	Amount of Liability Undischarged Dec. 31, 1909.	Amount Paid Out of the Proceeds of Corporate Stock During 1910 and 1911.
16862	Services as Architect for preparation of plans and specifications, ferry house, Stapleton, S. I.	G. Temple Snelling	Sept. 7, 1906	$3,248 05	....
16943	Renovating old structures between Water and Canal streets, Stapleton; building new ferry structures, Stapleton, S. I.	Phenix Construction and Supply Co.	Sept. 29, 1906	1,112 50	$1,112 50
17019	Services of Architect for preparation of plans and specifications, 39th street ferry house, Manhattan	Walker & Morris	Sept. 13, 1906	95 10	95 10
18053	Services of Architect and supervision of building superstructure, etc., ferry house, Whitehall street, Manhattan	Walker & Morris	Feb. 27, 1907	3,000 00	3,000 00
19688	Preparing and building, between Whitehall and Broad streets, East River, new Manhattan terminal, 39th street ferry	Snare & Triest Co.	July 17, 1907	205 00	205 00
21553	Repairing building, foot Whitehall street (ferry house)	Snare & Triest Co.	July 2, 1908	141,947 60	141,947 60
22472	Furnishing horses, harness, drivers, and for carting	Wacker & Flanagan	Jan. 5, 1909	2,977 89	2,977 89
22500	Furnishing horses, harness, drivers, and for carting	Pierre F. Corrigan	Jan. 5, 1909	926 51	926 51
23935	Furnishing and delivering coal, Borough of Brooklyn	North River Coal Co.	June 2, 1909	18,399 39	18,399 39
24111	Repairing Municipal ferryboats and other floating equipment, etc., all Boroughs	J. W. Sullivan & Co.	June 20, 1909	34,284 46	34,284 46
24270	Furnishing and delivering coal, Borough of Richmond	North River Coal Co.	July 2, 1909	41,708 11	41,708 11
24271	Services as Naval Architect, etc., ferryboats and equipment, Stapleton and Port Richmond ferries	J. W. Millard	May 27, 1909	18,500 00	....
24272	Services as Consulting Marine Architect, ferryboats and equipment, Stapleton and Port Richmond ferries	H. DeB. Parsons	June 2, 1909	5,766 67	....
24273	Services as Architect, etc., construction of superstructure, 39th street ferry-house, Brooklyn	G. B. Post Sons	Aug. 21, 1907	18,375 00	7,000 00
24424	Repairing and painting Municipal ferryboats, all Boroughs	Jas. Shannon & Son	July 13, 1909	461 82	461 82
24999	Furnishing and delivering rubber goods, all Boroughs	Anchor Packing Co.	Sept. 23, 1909	106 95	106 95
25000	Furnishing and delivering ship chandlery, etc., all Boroughs	J. Edward Ogden	Sept. 23, 1909	2,985 42	2,985 42
25001	Furnishing and delivering grease, oils, paints, etc., all Boroughs	J. Edward Ogden	Sept. 23, 1909	2,871 11	2,871 11
25046	Furnishing and delivering electrical supplies, all Boroughs	J. Edward Ogden	Sept. 23, 1909	675 56	675 56
25047	Furnishing and delivering steel, all Boroughs	Manhattan Supply Co.	Oct. 7, 1909	664 30	664 30
25132	Preparing for and building new steel platform, St. George, S. I.	Snare & Triest Co.	Oct. 21, 1909	43,570 00	43,570 00
25135	Furnishing and delivering lumber, all Boroughs	Brooklyn Lumber Co.	Oct. 15, 1909	2,774 81	2,774 81
	Total			$344,656 25	$305,766 53
	Amount paid out of the proceeds of corporate stock during 1910 and 1911			$305,766 53	
	Amount undischarged December 31, 1911			$38,889 72	

2. Contract Liability.

The outstanding liabilities for contracts for municipal ferry purposes on December 31, 1911, amounted to $188,794.72. Following is a schedule showing in detail the liabilities for contracts December 31, 1911

Schedule of Contract Liabilities for Municipal Ferry Purposes, Chargeable to Corporate Stock Funds, at December 31, 1911.

Contract No.	Description.	Contractor.		Amount of Liability Undischarged Dec. 31, 1911.
16862	Services as Architect for preparation of plans and specifications, Ferry House, Stapleton, S. I.	G. Temple Snelling	Sept. 7, 1906	$3,248 05
24271	Services as Naval Architect, etc., ferryboats and equipment, Stapleton and Port Richmond Ferries	J. W. Millard	May 27, 1909	18,500 00
24272	Services as Consulting Marine Architect, etc., ferryboats and equipment, Stapleton and Port Richmond Ferries	H. DeB. Parsons	June 2, 1909	5,766 67
24273	Services as Architect, etc., construction of superstructure, 39th Street Ferry House, Brooklyn	G. B. Post Sons	Aug. 21, 1907	11,375 00
31704	For removing the present wooden trolley platform and building a new platform in steel and concrete, and furnishing and installing electroliers and electric cables at the St. George Ferry terminal, under Contract 1290	New York State Construction Co	Dec. 18, 1911	149,905 00
	Total			$188,794 72

3. Land Liability.

The estimated liabilities for land in process of acquisition on December 31, 1909, amounted to $745,509.02, the details of which are given in the following schedule:

Schedule of Waterfront Land in Process of Acquisition for Use by the Department of Docks and Ferries, for Municipal Ferry Purposes, Chargeable to Corporate Stock Funds, Showing the Undischarged Liabilities on Account Thereof at December 31, 1909.

Balance due on Piers (old) 2 and 3 and bulkhead, E. R. Title vested July 15, 1906:			
Unpaid awards	Principal,	$347,908 88	
	Interest,	72,307 06	
			$420,215 94
Upland and land under water, north and south of ferry at 39th street, South Brooklyn. Title vested November 1, 1906:			
Unpaid awards	Principal,	$273,355 46	
	Interest,	51,937 62	
			325,293 08
Total amount of land liabilities for Municipal Ferry purposes at December 31, 1909			$745,509 02

The estimated liabilities for land December 31, 1909, amounting, as herein previously shown, to $745,509.02, were reduced during the years 1910 and 1911 by payments amounting to $609,918.75. Following is a schedule showing the payments made during 1910 and 1911 for land in process of acquisition December 31, 1909:

Statement showing Liabilities for Land Acquired for Use by the Department of Docks and Ferries for Municipal Ferry Purposes, Chargeable to Corporate Stock Funds as of December 31, 1909, *Which were Discharged by Payments Made from the Proceeds of Corporate Stock During* 1910 *and* 1911.

Balance due on old Piers 2 and 3 and bulkheads, E. R. Title vested July 15, 1906:			
Unpaid awards	Principal,	$347,908 88	
	Interest,	72,307 06	
			$420,215 94
Upland and land under water, north and south of ferry at 39th street, South Brooklyn, Title vested November 1, 1906:			
Unpaid awards	Principal,	$159,414 06	
	Interest,	30,288 75	
			189,702 81
Total			$609,918 75

The estimated liabilities for land in process of acquisition on December 31, 1911, amounted to $257,993.23, the details of which are given in the following schedule:

Schedule of Waterfront Land in Process of Acquisition for Use by the Department of Docks and Ferries, for Municipal Ferry Purposes, Chargeable to Corporate Stock Funds, Showing the Undischarged Liabilities (*Partly Estimated*) *on Account Thereof at December* 31, 1911.

Upland and land under water, north and south of ferry at 39th street, South Brooklyn. Title vested November 1, 1906:			
Unpaid awards	Principal,	$113,941 40	
	Interest,	35,321 83	
			$149,263 23
Equity in Brooklyn Heights Railroad Co., successor to Nassau Railroad Co., lease of property acquired by City at 39th Street, Ferry, Brooklyn:			
Title vested November 1, 1906	Principal,	$83,000 00	
	Interest,	25,730 00	
			108,730 00
Total amount of land liabilities for Municipal Ferries at December 31, 1911			$257,993 23

Summary of Indebtedness for Municipal Ferry Purposes.

The indebtedness of the City, December 31, 1909, on account of investment in municipal ferries, under the jurisdiction of the Department of Docks and Ferries (indebtedness incurred to pay expenses of yearly maintenance and operation being excepted), was divided as follows:

1. Corporate stock outstanding	$9,357,191 06
2. Liabilities on account of contracts	344,656 25
3. Estimated liabilities for land in process of acquisition	745,509 02
Total	$10,447,356 33

The indebtedness of the City, December 31, 1911, on account of investment, was divided as follows:

1. Corporate stock outstanding	$10,116,686 89
2. Liabilities on account of contracts	188,794 72
3. Estimated liabilities for land in process of acquisition	257,993 23
Total	$10,563,474 84

4. Terms of Agreements and Contracts.

There are two classes of revenue received in the operation of the Staten Island and 39th street, Brooklyn, divisions of the municipal ferries; namely, from traffic and privileges. Appended to this statement (marked Schedule E) are copies of the rate cards of the Department of Docks and Ferries in force on this date, showing the charges made for the transportation of passengers, horses and vehicles on the City's ferries, as well as a complete list (marked Schedule F) of the outstanding privileges granted by the Commissioner of Docks for the sale of merchandise and for other business concessions on the boats and in the terminals of the municipal ferries.

5. Gross Revenues Received by the City.

The gross revenues from municipal ferries during the year 1911 amounted to $987,004.62, of which $929,999.51 was from traffic and $57,005.11 was from privileges.

6. Interest Paid and to be Paid on Bonded Indebtedness.

The annual interest paid and to be paid by the City on $15,341,923.80, the total amount of corporate stock issued for municipal ferry purposes still unredeemed and outstanding December 31, 1909, was $604,027.15.

The annual interest paid and to be paid on $9,357,191.06, that being the proportion of bonded indebtedness outstanding December 31, 1909, represented by disbursements for investment account in terminals, ferry boats and other property, amounts to $368,402.13.

The annual interest on $16,101,419.63, the bonded indebtedness of the City for municipal ferry purposes, as existing December 31, 1911, was $634,945.24.

The annual interest paid and to be paid on $10,116,686,89, that being the proportion of the bonded indebtedness outstanding December 31, 1911, represented by disbursements for investment account, amounts to $399,320.22.

7. Annual Installments Necessary for Amoritization of Indebtedness.

The annual installments necessary for the amortization of the $15,341,923.80 corporate stock for municipal ferry purposes outstanding December 31, 1909, amounted to $155,096.73.

The annual installments necessary for the amortization of the $9,357,191.06 of bonded indebtedness outstanding December 31, 1909, represented by investment account, amounts to $94,595.03.

The annual installments necessary for the amortization of $16,101,419.63 corporate stock outstanding December 31, 1911, the proceeds whereof were used for purposes of the municipal ferries, amounted to $161,932.89. The annual installments necessary for the amortization of $10,116,686.89 of bonded indebtedness outstanding December 31, 1911, represented by investment account, amounts to $101,431.19.

8. Current Net Revenue Received by the City.

There are no yearly current net revenues received by the City from the operation of municipal ferries, inasmuch as the expenses of maintenance and operation exceed the gross revenues. In 1911 the gross revenues were $987,004.62, and the expenses of maintenance and operation $1,648,099.52, the deficiency for the year being $661,094.90.

PART V.

ROOSEVELT STREET-BROADWAY FERRY.

1. Bonded Indebtedness.

There was no corporate stock of The City of New York outstanding December 31, 1909, the proceeds whereof were expended for the construction of the terminals at Roosevelt street, Manhattan and Broadway, Brooklyn, of the Roosevelt Street-Broadway Ferry.

The amount of bonded indebtedness for the Roosevelt Street-Broadway Ferry, outstanding December 31, 1911, the proceeds whereof were used for construction of terminals, etc., was $130,494.17.

2. Contract Liability.

There were no contract liabilities for the construction of terminals, etc., of this ferry outstanding December 31, 1909, on December 31, 1911.

3. Land Liability.

There were no land liabilities for this ferry outstanding December 31, 1909, but on December 31, 1911, there was an outstanding liability for property in course of condemnation for the Broadway, Brooklyn, terminal as follows: Ferry property at or near foot of Broadway, Borough of Brooklyn. Title vested September 16, 1910. Estimated principal, $305,000; interest, $23,637.50; making a total of $328,637.50.

Summary of Indebtedness for Roosevelt Street-Broadway Ferry.

The indebtedness of the City on December 31, 1911, on account of investment was divided as follows:

1. Corporate stock outstanding	$130,494 17
2. Estimated liability for land in process of acquisition	328,637 50
Total	$459,131 67

4. Terms of Agreements and Contracts.

This ferry began operating on March 16, 1911, under a lease granted by The City of New York to the Brooklyn-Manhattan Ferry Company.

Under the terms of this lease the City agreed to furnish terminal facilities at the foot of Roosevelt street, Manhattan, and of Broadway, Brooklyn. The Company agreed to operate the ferry daily except Sundays and holidays, every 20 minutes from 5 a. m. to 9 p. m. and to furnish all needed ferry boats, licensed and approved by the Federal Government.

One-half of the expense of boats and the maintenance repairs and dredging of terminals is to be paid by the Company, and one-half by the City. The one-half which the City will be called upon to pay is fixed at $11,000 per month, payable at the end of each month.

The net profits from the operation of this ferry, to be ascertained by deducting the total expenses of maintenance, operation and management from the gross receipts, which shall include the total moneys received by the Company for the transportation of vehicles, passengers, horses, cattle, merchandise, goods, effects and things over said ferry, and also the $11,000 to be paid by the City monthly, shall be divided equally between the Company and the City. Such net profits shall be computed at the end of each year.

5. Gross Revenue Received by the City.

The gross revenue received from this ferry for the nine and one-half months period, from March 16, 1911, to December 31, 1911, was $19,175.42.

6. Interest Paid and to be Paid on Bonded Indebtedness.

There was no annual interest paid or to be paid on corporate stock issued for this ferry outstanding December 31, 1909.

The annual interest to be paid on $130,494.17, that being the amount of bonded indebtedness outstanding December 31, 1911, all of which was represented by disbursements for investment account, amounts to $4,637.33.

7. Annual Installments Necessary for Amoritization of Indebtedness.

There were no annual installments necessary for the amortization of corporate stock issued for this ferry outstanding December 31, 1909.

The annual installments necessary for the amortization of $130,494.17, that being the amount of bonded indebtedness outstanding December 31, 1911, all of which was represented by disbursements for investment account, amounts to $1,203.43.

8. Current Net Revenue Received by the City.

There was no yearly current net revenue received by the City from the operation of this ferry for the first period (nine and one-half months) of its operation, inasmuch as the subvention allowance exceeded the City's half share [illegible] the net profits, the former amounting to $104,500, and the latter to $19,175.42, the deficiency for this period being $85,324.58.

SCHEDULE "A."

Showing Leases of Dock Properties Under the Jurisdiction of the Department of Docks and Ferries of The City of New York.

Item No.	Location and Description of Premises.	Name of Lessee.	Conditions of Lease.			Amount of Annual Rental on Leases in Force December 31.		
			From	To	Rate of Rental Per Annum.	1909.	1910.	1911.
	NORTH RIVER.							
1.	Pier 1, North River, Battery Pier South, with shed thereon	United Fruit Co. (permission to sublet upper deck to Iron Steamboat Co.)	May 1, 1909	May 1, 1919	$35,000 00	$35,000 00	....	....
			May 1, 1919	May 1, 1929	38,500 00	....	....	....
2.	Pier 1, North River, Battery Pier South, outer end and upper deck	United Fruit Co. (permission to sublet upper deck to Iron Steamboat Co.)	May 1, 1909	May 1, 1919	10,000 00	....	$10,000 00	$10,000 00
			May 1, 1919	May 1, 1929	11,000 00	....	....	....
3.	Bulkhead between Piers (new) No. 1 and (old) No. 1	Meade Transfer Co..............	June 1, 1909	June 1, 1914	1,500 00	1,500 00	1,500 00	1,500 00
4.	Land under water for extensions to bulkheads between Morris Street Pier South (old No. 3) and Rector Street Pier South (old No. 6), and widening Morris Street Pier (old No. 4) and Morris Street Pier North (old No. 5)...........................	Pennsylvania Railroad Co.......	May 1, 1903	May 1, 1913	24,957 00	24,957 00	24,957 00	24,957 00
5.	Pier 10, Albany Street Pier	Central Railroad of New Jersey..	Jan. 31, 1904	Oct. 1, 1910	35,000 00	35,000 00	....	....
6.	Pier 10, Albany Street Pier, Pier 11, Cedar Street Pier and bulkhead from a point 40 feet south of the northerly line of Cedar Street, southerly a distance of about 346 feet..................................	Central Railroad of New Jersey..	Dec. 1, 1910	Dec. 1, 1920	74,000 00	....	74,000 00	74,000 00
			Dec. 1, 1920	Dec. 1, 1930	77,700 00	....	....	....
			Dec. 1, 1930	Dec. 1, 1940	81,585 00	....	....	....
7.	Bulkhead from the northerly line of Cortlandt street southerly 20 feet	John H. Starin (sublet to Delaware, Lackawanna and Western Railroad Co)	Jan. 13, 1907	Jan. 13, 1917	1,320 00	1,320 00	1,320 00	1,320 00
			Jan. 13, 1917	Jan. 13, 1927	1,452 00	....	....	....
8.	Bulkhead from a point 140 feet south of Pier 14, Fulton Street Pier, southerly a distance of 78.17 feet.......	John H. Starin (sublet to Delaware, Lackawanna and Western Railroad Co)	Jan. 13, 1907	Jan. 13, 1917	2,381 20	2,381 20	2,381 20	2,381 20
			Jan. 13, 1917	Jan. 13, 1927	2,619 32	....	....	....
9.	Bulkhead from a point 75 feet south of Pier 14, southerly a distance of 65 feet	International Navigation Co.....	Jan. 1, 1904	Jan. 1, 1914	1,980 00	1,980 00	....	....
			Cancelled Feb. 24, 1910.					
10.	Pier 14, Fulton Street Pier..........................	International Navigation Co.....	Jan. 1, 1904	Jan. 1, 1914	61,081 98	61,081 98	....	....
			Cancelled Feb. 24, 1910.					
11.	Bulkhead north and south of Pier 14................	International Navigation Co.....	Jan. 1, 1904	Jan. 1, 1914	4,950 00	4,950 00	....	....
			Cancelled Feb. 24, 1910.					
12.	Pier 15 (excepting space for bell tower) and bulkhead southerly, Vesey Street Pier	International Navigation Co.....	May 1, 1905	May 1, 1915	27,500 00	27,500 00	....	....
			Cancelled Feb. 19, 1910.					
13.	Pier 14, Fulton Street Pier, and Pier 15, Vesey Street Pier, excepting the use of water on northerly side of latter and space for bell tower at outer end, together with bulkhead from a point about 146 feet south of the south side of Pier 14 to the northerly side of Pier 15.	Brunswick Steamship Co........	Feb. 25, 1910	Feb. 25, 1920	120,000 00	....	120,000 00	120,000 00
			Feb. 25, 1920	Feb. 25, 1930	132,000 00	....	....	....
14.	Bulkhead between Pier 18, Murray Street Pier, and Pier 19, Warren Street Pier	New England Navigation Co....	Nov. 1, 1908	Nov. 1, 1918	7,875 00	7,875 00	7,875 00	7,875 00
			Nov. 1, 1918	Nov. 1, 1928	8,268 75	....	....	....
15.	Pier 19, Warren Street Pier	New England Navigation Co....	Dec. 1, 1904	Dec. 1, 1914	30,250 00	30,250 00	30,250 00	30,250 00
16.	Extension to Pier 19................................	New England Navigation Co....	June 12, 1908	Dec. 1, 1914	3,595 31	3,595 31	3,595 31	3,595 31
17.	Pier 20, Chambers Street Pier, Pier 21, Duane Street Pier, and bulkhead from north side of Pier 19, extending northerly 560 feet, and land under water for ferry racks on north side of Pier 19, about 5,603 square feet	Erie Railroad Co...............	May 1, 1903	May 1, 1913	119,000 00	119,000 00	119,000 00	119,000 00
			May 1, 1913	May 1, 1923	....	....	....	....
			Renewal to be fixed by arbitration.					
18.	Extension to Pier 20, Chambers Street Pier and Pier 21, Duane Street Pier	Erie Railroad Co...............	Sept. 4, 1906	May 1, 1913	12,634 32	12,634 32	12,634 32	12,634 32
			May 1, 1913	May 1, 1923	....	....	....	....
			Renewal to be fixed by arbitration.					
19.	82 feet of bulkhead next northerly of Pier 21, Duane Street Pier	Charles Mulford	Jan. 1, 1909	Jan. 1, 1914	2,400 00	2,400 00	2,400 00	2,400 00
			Jan. 1, 1914	Jan. 1, 1919	2,520 00	....	....	....
20.	Pier 22, Jay Street Pier North, and bulkhead north and south of same	Baltimore and Ohio Railroad Co.	Jan. 28, 1904	Jan. 1, 1914	56,865 00	56,865 00	56,865 00	56,865 00
21.	Pier 23, Harrison Street Pier North, and bulkheads north and south of same	West Shore Railroad Co........	Oct. 1, 1901	Oct. 1, 1911	45,000 00	45,000 00	45,000 00	....
			Oct. 1, 1911	Oct. 1, 1921	50,000 00	....	....	50,000 00
			Oct. 1, 1921	Oct. 1, 1931	52,000 00	....	....	....
22.	Bulkhead south of Pier 24, Franklin Street Pier North	New York Central and Hudson River Railroad Co...........	Feb. 1, 1909	Oct. 1, 1911	3,872 00	3,872 00	3,872 00	....
			Oct. 1, 1911	Oct. 1, 1921	4,259 20	....	....	4,259 20
			Oct. 1, 1921	Oct. 1, 1931	4,685 12	....	....	....
23.	Pier 24, Franklin Street Pier North, as extended.......	Central Hudson Steamboat Co...	Feb. 1, 1909	Feb. 1, 1919	34,294 92	34,294 92	34,294 92	34,294 92
			Feb. 1, 1919	Feb. 1, 1929	37,724 41	....	....	....
24.	Pier 25, North Moore Street Pier and 32 feet of bulkhead northerly	Old Dominion Steamship Co....	Apr. 17, 1910	Apr. 17, 1920	52,500 00	....	52,500 00	52,500 00
			Apr. 17, 1920	Apr. 17, 1930	57,750 00	....	....	....
25.	Pier 26, Beach Street Pier and bulkhead north and south, with shed	Old Dominion Steamship Co....	May 1, 1902	May 1, 1912	49,428 34	49,428 34	49,428 34	49,428 34
			May 1, 1912	May 1, 1922	52,723 56	....	....	....
			May 1, 1922	May 1, 1932	56,238 46	....	....	....
26.	Piers 27 and 28, as extended, Hubert and Laight Street Piers and bulkhead between Piers 27 and 28 and half bulkhead northerly of Pier 28................	Pennsylvania Railroad Co.......	Sept. 1, 1904	Sept. 1, 1914	99,130 08	99,130 08	99,130 08	99,130 08
			Sept. 1, 1914	Sept. 1, 1924	109,043 09	....	....	....
27.	Bulkhead from a point 71 feet north of Pier 28, Laight Street Pier and a point 20 feet north of Pier 29, Vestry Street Pier	Pennsylvania Railroad Co.......	Mar. 1, 1901	Mar. 1, 1911	7,700 00	7,700 00	7,700 00	....
28.	Pier 29, Vestry Street Pier	Pennsylvania Railroad Co.......	Mar. 1, 1901	Mar. 1, 1911	30,500 00	30,500 00	30,500 00	....
29.	Land under water for ferry structures, etc., at and near the foot of Desbrosses street..................	Pennsylvania Railroad Co.......	June 1, 1901	June 1, 1911	13,920 50	13,920 50	13,920 50	....
			June 1, 1911	June 1, 1921	14,616 52	....	....	14,616 52
			June 1, 1921	June 1, 1931	15,347 35	....	....	....
			June 1, 1931	June 1, 1941	16,114 72	....	....	....
			June 1, 1941	June 1, 1951	16,920 46	....	....	....
30.	Pier 31, Watts Street Pier	New York Central and Hudson River Railroad Co...........	July 1, 1899	July 1, 1909	25,000 00	....	....	....
			July 1, 1909	July 1, 1919	26,250 00	26,250 00	26,250 00	26,250 00
31	Bulkhead north of Pier 31, Watts Street Pier........	New York Central and Hudson River Railroad Co...........	Jan. 10, 1902	July 1, 1909	3,000 00	....	....	....
			July 1, 1909	July 1, 1919	3,150 00	3,150 00	3,150 00	3,150 00
32.	Land under water for extension to Pier 32, Watts Street Pier North................................	Hudson Navigation Co..........	Apr. 21, 1906	Apr. 21, 1916	2,016 25	2,016 25	2,016 25	2,016 25
			Apr. 21, 1916	Apr. 21, 1926	2,217 88	....	....	....
33.	Extension to Harrison Street Pier North, Pier 23....	West Shore Railroad Co........	Mar. 5, 1902	Oct. 1, 1911	2,076 37	2,076 37	2,076 37	....
			Oct. 1, 1911	Oct. 1, 1921	2,307 08	....	....	2,307 08
			Oct. 1, 1921	Oct. 1, 1931	2,399 36	....	....	....
34.	87.16 feet of bulkhead north of Watts Street Pier North, with right to shed	Central Railroad of New Jersey..	July 1, 1904	July 1, 1914	2,800 00	2,800 00	2,800 00	2,800 00
			July 1, 1914	July 1, 1924	3,080 00	....	....	....
35.	101 feet 2 inches south side of Pier 33, Canal Street Pier South, with dumping board privileges.........	Henry Steers, Inc., assignee.....	July 1, 1901	July 1, 1911	2,800 00	2,800 00	2,800 00	....
			July 1, 1911	July 1, 1921	2,940 00	....	....	2,940 00
36.	Southerly side, outer end and entire surface of Pier 34, and 75 feet of bulkhead southerly.............	Lehigh Valley Railroad Co......	May 13, 1910	May 13, 1920	65,000 00	....	65,000 00	65,000 00
			May 13, 1920	May 13, 1930	71,500 00	....	....	....
37.	Bulkhead between Piers 34 and 35, use of entire slip between said piers and land under water (25 by 100) for platform, south side, inner end of Pier 35, with privilege of shedding same................	Ocean Steamship Co. of Savannah	Mar. 30, 1910	May 1, 1913	15,000 00	....	15,000 00	15,000 00
			May 1, 1913	May 1, 1923	16,500 00	....	....	....
38.	Pier 35, Spring Street Pier North, as extended, and bulkhead north and south	Ocean Steamship Co. of Savannah	May 1, 1903	May 1, 1913	52.205 04	52,205 04	52,205 04	52,205 04
			May 1, 1913	May 1, 1923	54,815 29	....	....	....
39.	Pier 36, Charlton Street Pier South, as extended, and bulkheads north and south	Wm. P. Clyde & Co...........	June 1, 1901	June 1, 1911	45,000 00	45,000 00	45,000 00	....
			June 1, 1911	June 1, 1921	47,250 00	....	....	47,250 00
			June 1, 1921	June 1, 1931	49,612 50	....	....	....
40.	Pier 37, Charlton Street Pier; Pier 38, King Street Pier, together with adjoining bulkheads.	Southern Pacific Co., assigned to Clyde Steamship Co., April, 1910	Apr. 1, 1903	Apr. 1, 1913	116,363 67	116,363 67	116,363 67	116,363 67
			Apr. 1, 1913	Apr. 1, 1923	128,000 04	....	....	....
41.	Pier 39, West Houston Street Pier, and bulkheads north and south of same.........................	Central Railroad of New Jersey, with privilege to sublet northerly side and bulkhead northerly to Manhattan Terminal.......	Aug. 1, 1910	Aug. 1, 1920	57,500 00	....	57,500 00	57,500 00
			Aug. 1, 1920	Aug. 1, 1930	63,250 00	....	....	....
42.	Pier 39, as extended, West Houston Street Pier.......	National Steamship Co..........	May 1, 1901	May 1, 1911	40,735 43	40,735 43	....	....
			Cancelled Feb. 23, 1910.					
43.	Bulkheads north and south of Pier 39................	National Steamship Co..........	May 1, 1901	May 1, 1911	5,250 00	5,250 00	....	....
			Cancelled Feb. 23, 1910.					

Item No.	Location and Description of Premises.	Name of Lessee.	Conditions of Lease.			Amount of Annual Rental on Leases in Force December 31.		
			From	To	Rate of Rental Per Annum.	1909.	1910.	1911.
44.	Pier 40, Clarkson Street Pier, and half of bulkhead north and south, with privilege of shedding same	New England Navigation Company	July 1, 1904 May 1, 1913 May 1, 1923	May 1, 1913 May 1, 1923 May 1, 1933	48,231 78 50,643 37 53,175 54	48,231 78	48,231 78	48,231 78 ....
45.	Pier 41, Leroy Street Pier, and bulkheads north and south of same	Delaware, Lackawanna and Western Railroad Company	June 1, 1900 June 1, 1910 June 1, 1920	June 1, 1910 June 1, 1920 June 1, 1930	37,800 00 39,690 00 41,674 50	37,800 00	.... 39,690 00	.... 39,690 00 ....
46.	Pier 42, Morton Street Pier	Compagnie Generale Transatlantique	Nov. 1, 1901 Cancelled Mar. 2, 1910.	Nov. 1, 1911	48,825 00	48,825 00	....	....
47.	Pier 42, Morton Street Pier and 94 feet of bulkhead southerly	Royal Mail Steam Packet Company, with privilege to sublet portion of pier to the Great Northern Company	Aug. 7, 1910 Aug. 7, 1920 Aug. 7, 1930	Aug. 7, 1920 Aug. 7, 1930 Aug. 7, 1940	60,000 00 66,000 00 72,600 00	....	60,000 00	60,000 00 ....
48.	120 feet of bulkhead next northerly of Pier 42, with privilege of coal handling devices	William Farrell & Son	Feb. 1, 1909 Feb. 1, 1914	Feb. 1, 1914 Feb. 1, 1924	2,500 00 2,625 00	2,500 00	2,500 00	2,500 00 ....
49.	Southerly side, outer end of Pier 43, Barrow Street Pier	Catskill and New York Steamboat Company	Jan. 1, 1902	Jan. 1, 1912	6,666 67	6,666 67	6,666 67	6,666 67
50.	223 feet of the inner, southerly side of Barrow Street Pier 43	Saugerties and New York Steamboat Company	Jan. 1, 1902 Dec. 31, 1911	Jan. 1, 1912 Dec. 31, 1921	3,333 33 3,666 67	3,333 33	3,333 33	.... 3,666 67
51.	Pier 44, Christopher Street Pier, Pier 45, West 10th Street Pier, bulkhead between and 83½ feet of bulkhead north of Pier 45	Clyde Steamship Company. Pier 44 and bulkhead assigned to Lehigh Valley Railroad Company.	July 1, 1899 July 1, 1909 July 1, 1919	July 1, 1909 July 1, 1919 July 1, 1929	67,148 95 70,506 40 74,031 72	.... 70,506 40	.... 70,506 40	.... 70,506 40 ....
52.	83½ feet of bulkhead next southerly of Pier 46, Charles Street Pier	Central Railroad of New Jersey	May 1, 1909 Oct. 25, 1914	Oct. 25, 1914 Oct. 25, 1924	2,600 00 2,860 00	2,600 00	2,600 00	2,600 00 ....
53.	Pier 46, Charles Street Pier	Hudson Navigation Company, with right to sublet south half to Central Railroad of New Jersey.	Oct. 25, 1904 Oct. 25, 1914	Oct. 25, 1914 Oct. 25, 1924	39,784 50 43,762 95	39,784 50	39,784 50	39,784 50 ....
54.	Pier 47, Perry Street Pier, and shed thereon, and bulkhead between Piers 46 and 47	Quebec Steamship Company	May 1, 1901	May 1, 1911	23,000 00	23,000 00	23,000 00	....
55.	Platform at easterly side of approach to Pier 47, with ice bridge privilege	Foster-Scott Ice Company	May 1, 1909	May 1, 1914	3,255 00	3,255 00	3,255 00	3,255 00
56.	Pier 48, at or near the foot of West 11th street, together with 125 feet of bulkhead north and south	Clyde Steamship Company; assigned to Southern Pacific Company	Mar. 6, 1910 Mar. 6, 1920	Mar. 6, 1920 Mar. 6, 1930	85,000 00 93,500 00	....	85,000 00	85,000 00 ....
57.	Pier 48, West 11th street, and 125 feet of bulkhead each side	Oceanic Steam Navigation Co.	Jan. 1, 1909 Cancelled Feb. 28, 1910.	Jan. 1, 1919	88,593 75	88,593 75	....	....
58.	Pier 49, Bank Street Pier, and 125 feet of bulkhead each side	Oceanic Steam Navigation Co.	Jan. 1, 1909 Cancelled Mar. 1, 1910.	Jan. 1, 1919	88,593 75	88,593 75	....	....
59.	Pier 49, Bank Street Pier, 125 feet of bulkhead on each side	Southern Pacific Co.	Mar. 10, 1910 Mar. 10, 1920	Mar. 10, 1920 Mar. 10, 1930	95,000 00 104,500 00	....	95,000 00	95,000 00 ....
60.	Pier 50, Bethune Street Pier, and 125 feet of bulkhead each side	International Mercantile Marine Co.	May 1, 1909 Cancelled April 17, 1910.	May 1, 1919	88,593 75	88,593 75	....	....
61.	Southerly half of Pier 50, Bethune Street Pier, and half of bulkhead southerly	Southern Pacific Co.	Apr. 18, 1910 Apr. 18, 1920	Apr. 18, 1920 Apr. 18, 1930	50,000 00 55,000 00	....	50,000 00	50,000 00 ....
62.	Northerly half of Pier 50, Bethune Street Pier, and half of bulkhead northerly	Southern Pacific Co.	May 1, 1909 May 1, 1919	May 1, 1919 May 1, 1929	44,296 88 46,954 69	....	44,296 88	44,296 88 ....
63.	Pier 51, Jane Street Pier, and 125 feet of bulkhead each side	Cunard Steamship Co.	June 15, 1909 Cancelled Jan. 22, 1910.	June 15, 1919	80,051 09	80,051 09	....	....
64.	Pier 51, Jane Street Pier, with 125 feet of bulkhead southerly and 115 feet of bulkhead northerly	Southern Pacific Co.	Feb. 22, 1910 Feb. 22, 1920	Feb. 22, 1920 Feb. 22, 1930	95,000 00 104,500 00	....	95,000 00	95,000 00 ....
65.	Pier 52, Gansevoort Street Pier, and 115 feet of bulkhead southerly	Cunard Steamship Co.	June 15, 1909 Cancelled Jan. 22, 1910.	June 15, 1919	42,884 51	42,884 51	....	....
66.	Pier 52, Gansevoort Street Pier, and 125 feet of bulkhead southerly	Southern Pacific Co.	Feb. 18, 1910 Feb. 18, 1920	Feb. 18, 1920 Feb. 18, 1930	48,000 00 52,800 00	....	48,000 00	48,000 00 ....
67.	102 feet of bulkhead next northerly of Pier 52, with ice bridge privilege	Patrick McDonald	May 27, 1908 Cancelled Jan. 22, 1910.	May 27, 1913	1,650 00	1,650 00	....	....
68.	Pier 53, Bloomfield Street Pier, with platform at the inshore and extending from a point 125 feet south of the southerly side of Pier 54	Cunard Steamship Co.	June 1, 1910 June 1, 1920 June 1, 1930	June 1, 1920 June 1, 1930 June 1, 1940	37,500 00 41,250 00 45,375 00	....	37,500 00	37,500 00 ....
69.	Pier 54, at the foot of West 13th street, and bulkhead extending from a point 125 feet south of the southerly side of said pier to a point 150 feet north of the northerly side of said pier	Cunard Steamship Company	Mar. 3, 1910 Mar. 3, 1920 Mar. 3, 1930	Mar. 3, 1920 Mar. 3, 1930 Mar. 3, 1940	70,000 00 77,000 00 84,700 00	....	70,000 00	70,000 00 ....
70.	Pier 56, at or near the foot of West 14th street, and bulkhead extending from a point 150 feet south of the southerly side of said pier to a point 125 feet north of the northerly side of said pier	Cunard Steamship Company	Mar. 3, 1910 Mar. 3, 1920 Mar. 3, 1930	Mar. 3, 1920 Mar. 3, 1930 Mar. 3, 1940	70,000 00 77,000 00 84,700 00	....	70,000 00	70,000 00 ....
71.	Pier 57, and one-half of bulkhead on each side	Compagnie Generale Transatlantique	Mar. 3, 1910 Mar. 3, 1920	Mar. 3, 1920 Mar. 3, 1930	70,000 00 77,000 00	....	70,000 00	70,000 00 ....
72.	Pier 58, at or near the foot of West 16th street, and bulkhead extending from a point midway between Piers 57 and 58 to a point midway between Piers 58 and 59	International Mercantile Marine Company	Mar. 1, 1910 Mar. 1, 1920 Mar. 1, 1930	Mar. 1, 1920 Mar. 1, 1930 Mar. 1, 1940	70,000 00 77,000 00 84,700 00	....	70,000 00	70,000 00 ....
73.	Pier 59, at or near the foot of West 18th street, and bulkhead extending from a point midway between Piers 58 and 59 to a point midway between Piers 59 and 60	International Mercantile Marine Company	Feb. 25, 1910 Feb. 25, 1920 Feb. 25, 1930	Feb. 25, 1920 Feb. 25, 1930 Feb. 25, 1940	70,000 00 77,000 00 84,700 00	....	70,000 00	70,000 00 ....
74.	Pier 60, at or near the foot of West 19th street, and bulkhead extending from a point 125 feet south of the southerly side of said pier to a point 125 feet north of the northerly side of said pier	International Mercantile Marine Company	Mar. 1, 1910 Mar. 1, 1920 Mar. 1, 1930	Mar. 1, 1920 Mar. 1, 1930 Mar. 1, 1940	70,000 00 77,000 00 84,700 00	....	70,000 00	70,000 00 ....
75.	Pier 61, at or near the foot of West 21st street, and bulkhead extending from a point 125 feet south of the southerly side of said pier to a point 125 feet north of the northerly side of said pier	International Mercantile Marine Company	Feb. 24, 1910 Feb. 24, 1920 Feb. 24, 1930	Feb. 24, 1920 Feb. 24, 1930 Feb. 24, 1940	70,000 00 77,000 00 84,700 00	....	70,000 00	70,000 00 ....
76.	Pier 62, at or near the foot of West 22d street, except use of water on north side and bulkhead extending to a point midway between Piers 61 and 62	International Mercantile Marine Company	Feb. 20, 1910 Feb. 20, 1920 Feb. 20, 1930	Feb. 20, 1920 Feb, 20, 1930 Feb. 20, 1940	37,500 00 41,250 00 45,375 00	....	37,500 00	37,500 00 ....
77.	Pier 64, West 24th Street Pier	Anchor Line, Henderson Bros., Limited, water rights in south side sublet to the Pennsylvania Railroad Co.	Jan. 1, 1902 Jan. 1, 1912 Jan. 1, 1922	Jan. 1, 1912 Jan. 1, 1922 Jan. 1, 1932	25,000 00 26,250 00 27,562 50	25,000 00	25,000 00	25,000 00 ....
78.	South half of bulkhead between Piers 64 and 65 (54 and 55 as per lease)	Anchor Line, Henderson Bros., Limited	Jan. 1, 1902 Jan. 1, 1912 Jan. 1, 1922	Jan. 1, 1912 Jan. 1, 1922 Jan. 1, 1932	1,000 00 1,050 00 1,102 50	1,000 00	1,000 00	1,000 00 ....
79.	North half of bulkhead between Piers 64 and 65	Hamburg American Line	Aug. 1, 1901 Aug. 1, 1911 Aug. 1, 1921	Aug. 1, 1911 Aug. 1, 1921 Aug. 1, 1931	1,000 00 1,050 00 1,102 50	1,000 00	1,000 00	....
80.	Pier 65, West 25th Street Pier, north	Hamburg American Line	Aug. 1, 1901 Aug. 1, 1911 Aug. 1, 1921	Aug. 1, 1911 Aug. 1, 1921 Aug. 1, 1931	25,000 00 26,250 00 27,562 50	25,000 00	25,000 00	.... 26,250 00 ....
81.	Bulkhead between Piers 65 and 66	I. T. Williams & Sons, sublet to Baltimore and Ohio Railroad Co.	July 1, 1904	July 1, 1914	2,475 00	2,475 00	2,475 00	2,475 00
82.	Pier 66, West 26th Street Pier, north, and land under water for transfer bridge northerly	Lehigh Valley Railroad Co., with privilege to sublet to Baltimore and Ohio Railroad Co.	Apr. 1, 1900 Apr. 1, 1910	Apr. 1, 1910 Apr. 1, 1920	30.000 00 31,500 00	30,000 00	.... 31,500 00	.... 31,500 00
83.	Bulkhead between Piers 66 and 67	Lehigh Valley Railroad Co., assignee	Oct. 1, 1900 Oct. 1, 1910	Oct. 1, 1910 Oct. 1, 1920	2,750 00 3,025 00	2,750 00	.... 3,025 00	.... 3,025 00
84.	Pier 67, West 27th Street Pier, north	Panama Railroad Co., assigned to Erie Railroad Co.	Feb. 15, 1901 Holding over.	Feb. 15, 1911	27,500 00	27,500 00	27,500 00	27,500 00
85.	South half of bulkhead between Piers 67 and 68, and land under water for transfer bridge in front of same	Erie Railroad Co.	Nov. 1, 1903	Nov. 1, 1913	3,568 75	3,568 75	3,568 75	3,568 75
86.	Northerly half of bulkhead between Piers 67 and 68	Delaware, Lackawanna and Western Railroad Co.	Aug. 1, 1909	Nov. 1, 1913	1,620 00	1,620 00	1,620 00	1,620 00
87.	Pier 68, West 28th street, north	John H. Starin, sublet to Delaware, Lackawanna and Western Railroad Co.	May 1, 1902	May 1, 1912	13,750 00	13,750 00	13,750 00	13,750 00
88.	Pier 68, foot of West 28th street, and half of bulkhead southerly with right to use shed of said pier	Delaware, Lackawanna and Western Railroad Co.	May 1, 1912 May 1, 1922	May 1, 1922 May 1, 1932	23,000 00 25,300 00	....	....	....

Item No.	Location and Description of Premises.	Name of Lessee.	Conditions of Lease.			Amount of Annual Rental on Leases in Force December 31.		
			From	To	Rate of Rental Per Annum.	1909.	1910.	1911.
89.	Bulkhead between Piers 68 and 69, with dumping board privilege	American Ice Co., assignees., renewal lease issued to Knickerbocker Ice Co.	Dec. 1, 1901	Dec. 1, 1911	750 00	750 00	750 00	....
			Dec. 1, 1911	Dec. 1, 1921	1,312 50	....	....	1,312 50
			Dec. 1, 1921	Dec. 1, 1931	1,378 12	....	....	....
90.	Pier 69, West 29th Street Pier, North	Jefferson Hogan, sublet to Occident Dock Co.	Nov. 1, 1902	Nov. 1, 1912	13,750 00	13,750 00	13,750 00	13,750 00
91.	Bulkhead between Piers 69 and 70	Thomas Stokes & Sons	May 1, 1905	Apr. 30, 1910	2,425 50	2,425 50	2,425 50	2,425 50
			July 1, 1911	July 1, 1913	2,425 50	....	....	....
92.	110 feet of the northerly side, outer end of pier at West 30th street (No. 70), with dump board privilege	M. McGirr's Sons Co.	July 1, 1908	July 1, 1913	2,000 00	2,000 00	2,000 00	2,000 00
93.	Use of inshore or most easterly dump on north side of pier at West 30th street, known as Pier 70	A. H. Hastorf	Feb. 15, 1908	Feb. 15, 1913	9,235 00	9,235 00	9,235 00	9,235 00
94.	Pier 71 (West 31st street), Pier 72 (West 32d street), Pier 73 (West 33d street), and bulkheads between Piers 70 and 73, also 55 feet of bulkhead northerly of Pier 73	New York Central and Hudson River Railroad Co.	May 1, 1901	May 1, 1911	61,100 00	61,100 00	61,100 00	....
95.	Extension to Piers 71 and 73	New York Central and Hudson River Railroad Co.	Mar. 24, 1904	May 1, 1911	12,600 00	12,600 00	12,600 00	....
96.	Privilege of maintaining tracks on marginal street, between 32d and 37th streets	New York Central and Hudson River Railroad Co.	June 28, 1905	Oct. 8, 1914	1,580 00	1,580 00	1,580 00	1,580 00
			Oct. 8, 1914	Oct. 8, 1924	1,800 00	....	....	....
			Oct. 8, 1924	Oct. 8, 1934	2,000 00	....	....	....
97.	Bulkhead from a point 55 feet north of Pier 73, extending northerly 42 feet	New York Central and Hudson River Railroad Co.	Dec. 12, 1903	May 1, 1911	840 00	840 00	840 00	....
98.	Site for shed on bulkhead from south side of Pier 73 to a point 97 feet northerly	New York Central and Hudson River Railroad Co.	Dec. 1, 1904	May 1, 1911	1,500 00	1,500 00	1,500 00	....
99.	Pier 74, West 34th Street Pier, and shed thereon	Le Veloce Navigazione Italiana a Vapore	Apr. 1, 1907	Apr. 1, 1912	35,500 00	35,500 00	35,500 00	35,500 00
			Apr. 1, 1912	Apr 1, 1917	37,275 00	....	....	....
100.	Pier 75, West 35th Street Pier, northerly side, with privilege of erecting structures thereon	New York and Long Branch Steamboat Co.	Apr. 1, 1909	Apr. 1, 1919	8,000 00	8,000 00	8,000 00	8,000 00
			Apr. 1, 1919	Apr. 1, 1929	10,000 00	....	....	....
101.	Pier 76, West 36th Street Pier	New York Central and Hudson River Railroad Co.	Oct. 8, 1904	Oct. 8, 1914	27,500 00	27,500 00	27,500 00	27,500 00
			Oct. 8, 1914	Oct. 8, 1924	28,875 00	....	....	....
			Oct. 8, 1924	Oct. 8, 1934	30,318 75	....	....	....
102.	Pier 77, West 37th Street Pier	Pennsylvania Railroad Co.	July 1, 1901	July 1, 1911	11,000 00	11,000 00	11,000 00	....
			July 1, 1911	July 1, 1921	12,000 00	....	....	12,000 00
103.	Pier 78, West 38th Street Pier	Pennsylvania Railroad Co.	Feb. 15, 1901	Feb. 15, 1911	11,000 00	11,000 00	11,000 00	....
			Feb. 15, 1911	Feb. 15, 1921	12,000 00	....	....	12,000 00
104.	200 feet on south side of Pier 79, West 39th Street Pier, with dumping board privilege	Michael Egan	Jan. 1, 1902	Jan. 1, 1912	1,250 00	1,250 00	1,250 00	1,250 00
105.	160 feet on south side, inner end, of Pier 79, for ice bridge	Michael J. Sheehy	Nov. 1, 1904	Nov. 1, 1914	1,800 00	1,800 00	1,800 00	1,800 00
			Nov. 1, 1914	Nov. 1, 1924	1,890 00	....	....	....
106.	175 feet south of pier at West 39th street, adjoining premises leased to M. J. Sheehy	Joseph Stern & Son	Nov. 1, 1909	Apr. 1, 1914	2,100 00	2,100 00	2,100 00	2,100 00
			Apr. 1, 1914	Apr. 1, 1924	2,310 00	....	....	....
107.	150 feet on north side, inner end, of Pier 79	New York Butchers' Dressed Meat Co.	Apr. 1, 1904	Apr. 1, 1914	1,575 00	1,575 00	1,575 00	1,575 00
			Apr. 1, 1914	Apr. 1, 1924	1,732 50	....	....	....
108.	150 feet, north side of Pier 79, at West 39th street, beginning at a point 150 feet from inner end, extending westerly	New York Butchers' Dressed Meat Co.	July 1, 1908	Apr. 1, 1914	1,800 00	1,800 00	1,800 00	1,800 00
			Apr. 1, 1914	Apr. 1, 1924	1,980 00	....	....	....
109.	277 feet, north side of Pier 79, at West 39th street, for manure dump	New York Horse Manure Transportation Co.	July 1, 1907	July 1, 1912	3,000 00	3,000 00	3,000 00	3,000 00
			July 1, 1912	July 1, 1917	3,300 00	....	....	....
110.	South side, outer end and surface of pier at West 41st street, with 75 feet on north side, outer end	Eben E. Olcott (permission to sublet portion to Central Railroad Co. of New Jersey)	Nov. 28, 1904	Nov. 28, 1914	8,000 00	8,000 00	8,000 00	8,000 00
			Nov. 28, 1914	Nov. 28, 1924	8,800 00	....	....	....
111.	South side, inner end and surface of pier, foot of West 41st street	Central Railroad Co. of New Jersey	July 1, 1909	Nov. 28, 1914	1,200 00	1,200 00	1,200 00	1,200 00
			Nov. 28, 1914	Nov. 28, 1924	1,320 00	....	....	....
112.	Pier 83, between West 42d and West 43d streets, and 120 feet of bulkhead northerly thereof, with privilege of shedding	New York Central and Hudson River Railroad Co.	May 15, 1907	May 15, 1917	18,100 00	18,100 00	18,100 00	18,100 00
			May 15, 1917	May 15, 1927	19,910 00	....	....	....
			May 15, 1927	May 15, 1937	21,901 00	....	....	....
113.	Pier at West 44th street, and 120 feet of bulkhead southerly	United States Transportation Co. (with permit to sublet portion of pier to Compagnie Generale Transatlantique)	Mar. 1, 1908	Mar. 1, 1918	25,000 00	25,000 00	25,000 00	25,000 00
			Mar. 1, 1918	Mar. 1, 1928	27,500 00	....	....	....
114.	165 feet of the north side of pier at West 47th street, with privilege of maintaining manure dump	Bernard Campbell & Co.	Jan. 1, 1909	Nov. 25, 1912	2,000 00	2,000 00	2,000 00	2,000 00
115.	200 feet, north side of pier at West 47th street, with dumping board privilege	Bouker Contracting Co.	Nov. 25, 1907	Nov. 25, 1912	1,575 00	1,575 00	1,575 00	1,575 00
116.	Pier and approach at West 49th street	Erie Railroad Co.	Nov. 1, 1901	Nov. 1, 1911	12,000 00	12,000 00	12,000 00	....
117.	South half of pier at West 51st street, with right to shed 25 by 70 feet	Cornell Steamboat Co.	Aug. 1, 1903	Aug. 1, 1913	4,300 00	4,300 00	4,300 00	4,300 00
			Aug. 1, 1913	Aug. 1, 1923	4,730 00	....	....	....
118.	Bulkhead between West 54th and West 55th streets	Sicilian Asphalt Paving Co., assignees	Apr. 1, 1905	Apr. 1, 1915	3,025 00	3,025 00	3,025 00	3,025 00
			Apr. 1, 1915	Apr. 1, 1925	3,400 00	....	....	....
119.	200 feet on south side of pier at West 55th street, with dumping board privilege	Henry Steers (Inc.), assignee	July 1, 1901	July 1, 1911	1,250 00	1,250 00	1,250 00	....
			July 1, 1911	July 1, 1921	1,312 50	....	....	1,312 50
120.	South side, outer end and surface of pier at West 56th street, with use of water for 50 feet on north side	Seaboard Contracting Co.	Dec. 1, 1901	Dec. 1, 1911	1,700 00	1,700 00	1,700 00	....
121.	Northerly side, outer end and surface of pier at West 58th street, with privilege of maintaining suction and discharge tunnels, etc.	Interborough Rapid Transit Co.	Oct. 9, 1903	Oct. 9, 1913	15,000 00	15,000 00	15,000 00	15,000 00
			4 renewal terms of 10 years each to be fixed by arbitration.					
122.	Pier at West 59th street and shed thereon	New York Central and Hudson River Railroad Co.	Oct. 1, 1901	Oct. 1, 1911	14,000 00	14,000 00	14,000 00	....
			Oct. 1, 1911	Oct. 1, 1921	14,700 00	....	....	14,700 00
			Oct. 1, 1921	Oct. 1, 1931	15,435 00	....	....	....
123.	Land under water between West 60th and West 65th streets, for the erection of two piers	New York Central and Hudson River Railroad Co.	Aug. 1, 1904	Aug. 1, 1914	8,000 00	8,000 00	8,000 00	8,000 00
			Aug. 1, 1914	Aug. 1, 1924	9,000 00	....	....	....
124.	Land under water between south side of West 65th street and south line of West 72d street, westerly to established pierhead line of 1868	New York Central and Hudson River Railroad Co.	May 1, 1900	May 1, 1910	18,344 15	18,344 15	18,344 15	....
125.	340 feet, south side, inner end of pier at West 79th street, with dumping board privilege	New York Contracting and Trucking Co.	May 1, 1909	May 1, 1919	1,200 00	1,200 00	1,200 00	1,200 00
			May 1, 1919	May 1, 1921	1,320 00	....	....	....
126.	100 feet of bulkhead next northerly of West 79th street, about 2,600 square feet of upland in rear of same, with privilege of maintaining scales and coal hoppers	Thomas Ward	Dec. 1, 1908	Dec. 1, 1913	1,200 00	1,200 00	1,200 00	1,200 00
127.	Bulkhead from a point 188 feet south of West 96th street, extending southerly 172 feet, and upland in rear of bulkhead between West 95th and West 96th streets	Curtis, Blaisdell & Co.	Jan. 1, 1905	Jan. 1, 1915	3,500 00	3,500 00	3,500 00	3,500 00
128.	188 feet of bulkhead next southerly of West 96th street, and upland in rear of same	John P. Kane & Co.	Mar. 1, 1901	Mar. 1, 1911	3,500 00	3,500 00	3,500 00	....
129.	Bulkhead between 95th and 96th streets, 201 feet 5 inches and 16,080 square feet of upland in rear of same	John P. Kane Co.	July 1, 1911	July 1, 1916	4,000 00	....	....	4,000 00
130.	Pier at West 96th street, with privilege of maintaining dumping board	New York Contracting and Trucking Co.	Dec. 27, 1901	Dec. 27, 1911	3,600 00	3,600 00	3,600 00	....
			Dec. 27, 1911	Dec. 27, 1921	3,780 00	....	....	3,780 00
			Dec. 27, 1921	Dec. 27, 1931	3,969 00	....	....	....
131.	Bulkhead extending from the northerly line of pier at West 96th street to southerly line of pier at West 97th street (180 feet), and upland in rear of same, extending inshore a distance of 100 feet, for purpose of maintaining a coal yard, with right to erect fences, etc.	Weber-Buncke-Lange Co.	Mar. 1, 1909	Mar. 1, 1919	4,400 00	4,400 00	4,400 00	4,400 00
132.	215 feet, south side, inner end of pier at West 97th street, with dumping board privilege	Theresa A. S. Sheridan	May 1, 1909	May 1, 1914	2,062 50	2,062 50	2,062 50	....
			May 1, 1914	May 1, 1919	2,268 75	....	....	....
			Cancelled May 26, 1911.					
133.	Outer end, 20 feet of north and south sides, and 96 feet of surface of pier at 129th street	Eben E. Olcott	July 1, 1907	July 1, 1912	3,600 00	3,600 00	....	....
			Cancelled 1910.					
134.	Outer end, 20 feet of north and south sides, and 171 feet of the surface of pier at West 129th street	Eben E. Olcott	May 20, 1910	May 20, 1920	6,412 50	....	6,412 50	6,412 50
			May 20, 1920	May 20, 1930	7,053 75	....	....	....
135.	Pier foot of West 131st street, with 90 feet of bulkhead northerly	Manhattan Terminal Co.	Dec. 1, 1911	Dec. 1, 1921	9,250 00	....	....	9,250 00
			Dec. 1, 1921	Dec. 1, 1931	10,175 00	....	....	....

Item No.	Location and Description of Premises.	Name of Lessee.	Conditions of Lease.			Amount of Annual Rental on Leases in Force December 31.		
			From	To	Rate of Rental Per Annum.	1909.	1910.	1911.
136.	Bulkhead extending from south line of 131st street southerly 120 feet, and about 10,000 square feet of upland in rear of same, for coal yard, with right to erect hoppers, trestle, etc.	Weber-McLaughlin Co.	May 1, 1907	May 1, 1917	2,640 00	2,640 00	2,640 00	2,640 00
			May 1, 1917	May 1, 1922	2,904 00	....	....	....
137.	150 feet, south side, inner end of pier at West 132d street	M. J. Sheehy	May 1, 1908	May 1, 1913	1,500 00	1,500 00	1,500 00	1,500 00
			May 1, 1913	May 1, 1918	1,650 00	....	....	....
138.	Bulkhead from south side of West 135th street, extending northerly 460 feet, and upland in rear	John J. Hopper, with permission to sublet a portion to the New York Central and Hudson River Railroad Co.	Nov. 1, 1903	Nov. 1, 1913	3,000 00	3,000 00	3,000 00	3,000 00
139.	Premises between West 149th and West 150th streets, between right of way of New York Central and Hudson River Railroad Co. and bulkhead line, for erection of bathing houses, etc.	Neptune Bathing Co., assignees	Jan. 1, 1902	Jan. 1, 1912	300 00	300 00	300 00	300 00
			Jan. 1, 1912	Jan. 1, 1922	315 00	....	....	....
140.	Land under water for bath houses, floats, etc., between West 154th and 155th streets	P. F. Donohue	Apr. 1, 1899	Apr. 1, 1909	250 00	....	....	....
			Apr. 1, 1909	Apr. 1, 1919	262 50	262 50	262.50	....
			Terminated April 1, 1911.					
	East River.							
141.	Pier 4 and half bulkheads adjoining Broad Street Pier, with right to use sheds thereon	New York Central and Hudson River Railroad Co.	June 1, 1901	June 1, 1911	23,367 40	23,367 40	23,367 40	....
			June 1, 1911	June 1, 1921	24,367 40	....	....	24,367 40
			June 1, 1921	June 1, 1931	25,417 40	....	....	....
142.	Pier 7, as widened and extended, Coenties Slip Pier and half bulkhead adjoining, and right to shed pier	Erie Railroad Co.	Aug. 1, 1907	Aug. 1, 1917	25,000 00	25,000 00	25,000 00	25,000 00
			Aug. 1, 1917	Aug. 1, 1927	26,250 00	....	....	....
			Aug. 1, 1927	Aug. 1, 1937	27,562 50	....	....	....
143.	Pier 8, Coenties Slip Pier East, and half bulkhead easterly	Compania Transatlantica	Nov. 1, 1907	Nov. 1, 1917	30,000 00	30,000 00	30,000 00	30,000 00
			Nov. 1, 1917	Nov. 1, 1927	33,000 00	....	....	....
144.	Pier 9, Old Slip Pier, with half bulkhead adjoining	Munson Steamship Line	Nov. 1, 1907	Nov. 1, 1917	30,000 00	30,000 00	30,000 00	30,000 00
			Nov. 1, 1917	Nov. 1, 1927	33,000 00	....	....	....
145.	Pier 10, Old Slip Pier East	New York and Baltimore Transportation Line. Dec. 7, 1906, permit to sublet to the Enterprise Transportation Co. one-half of pier	Aug. 1, 1906	Aug. 1, 1916	30,000 00	30,000 00	30,000 00	30,000 00
			Aug. 1, 1916	Aug. 1, 1926	33,000 00	....	....	....
146.	Pier 12 and shed thereon, Wall Street Pier	United States Government	July 1, 1909	July 1, 1910	13,700 00	13,700 00	....	....
			July 1, 1910	July 1, 1911	13,800 00	....	13,800 00	....
			July 1, 1911	July 1, 1912	13,900 00	....	....	13,900 00
			July 1, 1912	July 1, 1913	18,000 00	....	....	....
147.	Land under water for platform, between west side of Pier 13 and Wall Street Ferry	New York and Cuba Mail Steamship Co.	Aug. 1, 1906	Aug. 1, 1916	3,900 00	3,900 00	3,900 00	3,900 00
			Aug. 1, 1916	Aug. 1, 1926	4,290 00	....	....	....
148.	Pier 13, Wall Street Pier and half bulkhead easterly	New York and Cuba Mail Steamship Co.	Aug. 1, 1906	Aug. 1, 1916	21,000 00	21,000 00	21,000 00	21,000 00
			Aug. 1, 1916	Aug. 1, 1926	23,100 00	....	....	....
149.	Pier 14, Maiden Lane Pier West and half bulkheads adjoining	New York and Cuba Mail Steamship Co.	Oct. 1, 1906	Oct. 1, 1916	32,500 00	32,500 00	32,500 00	32,500 00
			Oct. 1, 1916	Oct. 1, 1926	35,750 00	....	....	....
150.	Pier 15, Burling Slip Pier, west and half bulkheads adjoining	Mallory Steamship Co., assignees	Apr. 1, 1907	Apr. 1, 1917	32,500 00	32,500 00	....	....
			Cancelled 1910.					
151.	Bulkhead southerly of Pier 16	Mallory Steamship Co., assignees	Aug. 7, 1903	June 1, 1912	2,500 00	2,500 00	....	....
			Cancelled 1910.					
152.	Pier 16, Burling Slip Pier, east	Mallory Steamship Co., assignees	June 4, 1902	June 1, 1912	16,000 00	16,000 00	....	....
			Cancelled 1910.					
153.	Piers 15 and 16 adjoining bulkheads	United Fruit Co., with proviso to sublet Pier 16 and bulkhead southerly to the Metropolitan Steamship Co.	Apr. 9, 1910	Apr. 9, 1920	70,000 00	....	70,000 00	70,000 00
			Apr. 9, 1920	Apr. 9, 1930	77,000 00	....	....	....
154.	Pier 17, Fulton Street Pier East; excepting west side; west side of Pier 18, Beekman Street Pier and bulkhead, land under water for platforms between said piers	Fulton Market Fishmongers' Association	Mar. 18, 1907	Mar. 18, 1917	24,000 00	24,000 00	24,000 00	24,000 00
			Mar. 18, 1917	Mar. 18, 1927	25,200 00	....	....	....
			Mar. 18, 1927	Mar. 18, 1937	27,090 00	....	....	....
155.	Space 119 by 20 feet of the easterly side, inner end of Pier 18, Beekman Street Pier	Independent Wholesale Fish Dealers' Association	Nov. 1, 1908	Nov. 1, 1918	2,500 00	2,500 00	2,500 00	2,500 00
			Nov. 1, 1918	Nov. 1, 1928	2,625 00	....	....	....
			Nov. 1, 1928	Nov. 1, 1938	2,821 88	....	....	....
156.	East one-half of Pier 18, Beekman Street Pier, 110 feet, inner end, bulkhead and land under water between Piers 18 and 19, and 105 feet, south side, inner end of Pier 19	New York Wholesale Fish Dealers' Association	Nov. 1, 1908	Nov. 1, 1918	13,500 00	13,500 00	13,500 00	13,500 00
			Nov. 1, 1918	Nov. 1, 1928	14,175 00	....	....	....
			Nov. 1, 1928	Nov. 1, 1938	15,238 13	....	....	....
157.	Pier 19, Peck Slip Pier West, and half of bulkhead northerly	Hartford and New York Transportation Co.	Nov. 16, 1904	Nov. 16, 1914	25,060 00	25,060 00	25,060 00	25,060 00
			Nov. 16, 1914	Nov. 16, 1924	27,566 00	....	....	....
			Nov. 16, 1924	Nov. 16, 1934	30,322 66	....	....	....
158.	Pier 20, Peck Slip Pier East, and half of bulkhead westerly	New York, New Haven and Hartford Railroad Co., April 24, 1908, assigned to Hartford and New York Transportation Co.	Mar. 10, 1904	Mar. 10, 1914	27,500 00	27,500 00	27,500 00	27,500 00
			Mar. 10, 1914	Mar. 10, 1924	30,250 00	....	....	....
			Mar. 10, 1924	Mar. 10, 1934	33,275 00	....	....	....
159.	Piers 22 and 25, bulkhead and platform in front of same (platform 17,656 square feet)	Long Island Railroad Co.	Dec. 1, 1910	Dec. 1, 1920	46,500 00	....	46,500 00	46,500 00
			Dec. 1, 1920	Dec. 1, 1930	51,150 00	....	....	....
160.	Pier (old) 34 (south side and surface), Pier (old) 33½, and bulkhead between Piers (old) 33 and 34	Delaware, Lackawanna and Western Railroad Co.	July 1, 1908	July 1, 1918	8,000 00	8,000 00	8,000 00	8,000 00
161.	Pier 27, Catharine Street Pier East	New England Navigation Co., assignees	Dec. 1, 1909	Dec. 1, 1919	22,500 00	22,500 00	22,500 00	22,500 00
			Dec. 1, 1919	Dec. 1, 1929	24,750 00	....	....	....
162.	Pier 28, Market Slip Pier West, and bulkheads between Piers 27 and 28	New England Navigation Co., assignees	Nov. 1, 1907	Nov. 1, 1917	42,000 00	42,000 00	42,000 00	42,000 00
			Nov. 1, 1917	Nov. 1, 1927	46,200 00	....	....	....
163.	Half of bulkhead northerly of Pier 28 (83 feet)	New England Navigation Co., assignees	Nov. 1, 1907	Nov. 1, 1917	2,450 00	2,450 00	2,450 00	2,450 00
			Nov. 1, 1917	Nov. 1, 1927	2,695 00	....	....	....
164.	Pier 29 and half bulkhead adjoining, Market Street Pier	Central Vermont Railroad Co.	Aug. 15, 1901	Aug. 15, 1911	25,000 00	25,000 00	25,000 00	....
			Aug. 15, 1911	Aug. 15, 1921	26,250 00	....	....	26,250 00
			Aug. 15, 1921	Aug. 15, 1931	27,562 50	....	....	....
165.	Bulkhead between Piers 30 and 31, 130 feet, with ice bridge privilege	Foster-Scott Ice Co.	May 1, 1909	May 1, 1914	1,890 00	1,890 00	1,890 00	1,890 00
166.	Pier 31, Pike Slip Pier West	New England Navigation Co., assignees	Mar. 1, 1901	Mar. 1, 1911	20,000 00	20,000 00	20,000 00	....
			Mar. 1, 1911	Mar. 1, 1921	22,000 00	....	....	22,000 00
167.	Pier 32, Pike Slip Pier East, with right to erect shed	Maine Steamship Co.	June 16, 1903	Mar. 1, 1911	20,000 00	20,000 00	20,000 00	....
168.	Pier 34, Rutgers Slip Pier, and 90 feet of bulkhead southerly	New York Central and Hudson River Railroad Co.	Jan. 1, 1901	Jan. 1, 1911	24,250 00	24,250 00	24,250 00	....
			Jan. 1, 1911	Jan. 1, 1921	25,462 50	....	....	25,462 50
			Jan. 1, 1921	Jan. 1, 1931	26,735 63	....	....	....
169.	Extension to westerly side of Pier 34, Rutgers Slip Pier	New York Central and Hudson River Railroad Co.	Nov. 1, 1903	Jan. 1, 1911	1,487 86	1,487 86	1,487 86	....
			Jan. 1, 1911	Jan. 1, 1921	1,562 25	....	....	1,562 25
			Jan. 1, 1921	Jan. 1, 1931	1,640 36	....	....	....
170.	One-half of bulkhead northerly of Pier 34	New York Central and Hudson River Railroad Co.	Jan. 1, 1901	Jan. 1, 1911	750 00	750 00	750 00	....
			Jan. 1, 1911	Jan. 1, 1921	787 50	....	....	....
			Jan. 1, 1921	Jan. 1, 1931	826 88	....	....	....
			Terminated 1911.					
171.	Land under water for widening Pier (old) 45, Jefferson Street Pier West	New York, New Haven and Hartford Railroad Co., assignees	June 1, 1900	June 1, 1910	742 56	742 56	....	....
			June 1, 1910	June 1, 1920	771 12	....	771 12	....
			Terminated 1911.					
172.	Land under water for platform between Piers (old) 45 and (new) 36	New York, New Haven and Hartford Railroad Co., assignees	June 1, 1900	June 1, 1910	1,666 86	1,666 86	....	....
			June 1, 1910	June 1, 1920	1,730 97	....	1,730 97	....
			Terminated 1911.					
173.	Pier 38, Montgomery Street Pier West, and bulkhead extending from the westerly line of Montgomery street, 277 feet 10 inches	New York, New Haven and Hartford Railroad Co., assignees	Mar. 1, 1904	Mar. 1, 1914	22,500 00	22,500 00	22,500 00	22,500 00
			Mar. 1, 1914	Mar. 1, 1924	23,625 00	....	....	....
			Mar. 1, 1924	Mar. 1, 1934	24,806 25	....	....	....
174.	Land under water extending Pier 39 and for constructing Piers 40 and 41 and for platforms in front of bulkhead between Piers 39 and 41	New York, New Haven and Hartford Railroad Co.	Aug. 7, 1911	Aug. 7, 1921	10,757 75	....	....	10,757 75
			Aug. 7, 1921	Aug. 7, 1931	11,833 53	....	....	....
			Aug. 7, 1931	Aug. 7, 1941	13,016 88	....	....	....
175.	Land under water for platform in front of bulkhead along east side of Corlear street, about 5 feet south of southerly side of South street, northerly about 140.5 feet	Crane & Co.	May 1, 1907	May 1, 1917	1,500 00	1,500 00	1,500 00	1,500 00
176.	Land under water, easterly side of East street, between Water and Cherry streets	B. Kronsky & Son	July 1, 1909	July 1, 1914	243 92	243 92	243 92	243 92
177.	Pier (new) 50, Rivington Street Pier, bulkhead between Piers (new) 50 and 51, and new-made land in rear	John A. McCarthy	Dec. 1, 1901	Dec. 1, 1911	2,100 00	2,100 00	2,100 00	....

Item No.	Location and Description of Premises.	Name of Lessee.	Conditions of Lease.			Amount of Annual Rental on Leases in Force December 31.		
			From	To	Rate of Rental Per Annum.	1909.	1910.	1911.
178.	South half of Pier 52, Stanton Street Pier, 132 feet 10 inches of bulkhead southerly, and upland in rear of same	James Shewan & Son	July 1, 1908	July 1, 1913	5,000 00	5,000 00	5,000 00	5,000 00
			July 1, 1913	July 1, 1918	5,500 00	....	....	....
179.	160 feet adjoining B. S. Peck & Co. on westerly side of Pier 52, with privilege of ice bridge, etc.	A. W. Welch	Dec. 1, 1901	Dec. 1, 1911	1,845 00	1,845 00	1,845 00	....
180.	South half of pier at East 4th street, with privilege of berthing drydock at same	James Shewan & Son	Apr. 1, 1901	Apr. 1, 1911	1,750 00	1,750 00	1,750 00	....
181.	North half of pier at East 4th street (342 feet), with privilege of mooring drydock thereat	James Shewan & Son	May 1, 1909	May 1, 1914	2,000 00	2,000 00	2,000 00	2,000 00
			May 1, 1914	May 1, 1919	2,200 00	....	....	....
182.	130 feet, north side of pier at East 5th street, with privilege of maintaining ice bridge, etc.	Hazelwood Ice Co	Jan. 22, 1907	Jan. 22, 1912	1,700 00	1,700 00	1,700 00	1,700 00
183.	Northerly half of pier at East 7th street	James Tregarthen, Son & Co.	Nov. 1, 1908	Nov. 1, 1913	1,575 00	1,575 00	1,575 00	1,575 00
184.	Southerly half of pier at East 8th street	Willard Hawes & Co	Mar. 6, 1904	Jan. 1, 1912	1,500 00	1,500 00	1,500 00	1,500 00
185.	Northerly half of pier at East 8th street	John F. Walsh et al	June 1, 1902	June 1, 1912	1,200 00	1,200 00	1,200 00	1,200 00
186.	234 feet of south side, outer end, of pier at East 9th street	John W. Sullivan	Apr. 1, 1908	Apr. 1, 1913	1,500 00	1,500 00	1,500 00	1,500 00
			Apr. 1, 1913	Apr. 1, 1918	1,575 00	....	....	....
187.	Land under water for ferry racks along northerly side of pier at foot of East 10th street, and the southerly side and surface of pier at foot of East 11th street	Estate of Geo. Law, Sept. 24, 1909, permit to sublet to N. F. Palmer and J. N. Briggs south side and surface of pier at foot of East 11th street, and to the Interborough Ferry Co. for ferry racks on north side of pier at East 10th street	Aug. 1, 1909	Aug. 1, 1919	4,000 00	4,000 00	4,000 00	4,000 00
188.	Land and lands under water, platforms and structures thereon, easterly of the west side of Tompkins street, extending from the north side of East 11th street to the north side of East 12th street, including pier foot of East 12th street	New York Mutual Gaslight Co.	Dec. 30, 1903	Dec. 30, 1913	3,000 00	3,000 00	3,000 00	3,000 00
			Dec. 30, 1913	Dec. 30, 1923	3,300 00	....	....	....
189.	Bulkhead at East 14th street	Joseph Murray, assignee	Dec. 1, 1901	Dec. 1, 1911	525 00	525 00	525 00	....
190.	Bulkhead at East 15th street	Consolidated Gas Co	May 6, 1908	May 6, 1913	500 00	500 00	500 00	500 00
191.	Bulkhead between East 18th and 19th streets	Carroll Box and Lumber Co.	July 1, 1906	July 1, 1911	1,750 00	1,750 00	1,750 00	....
192.	Bulkhead from south side of East 20th street to south side of East 21st street, to south side of East 22d street, with privilege of erecting over, upon or under marginal street and carry on business of lessee	Consolidated Gas Co	Oct. 1, 1902	Oct. 1, 1912	17,806 16	17,806 16	17,806 16	17,806 16
			Oct. 1, 1912	Oct. 1, 1922	18,696 47	....	....	....
			Oct. 1, 1922	Oct. 1, 1932	19,631 29	....	....	....
193.	235 feet, south side, inner end of pier at East 21st street, with dumping board privilege	O'Brien Bros.	June 1, 1907	June 1, 1912	6,150 00	6,150 00	6,150 00	6,150 00
			June 1, 1912	June 1, 1922	6,765 00	....	....	....
194.	500 feet of northerly half of pier at East 21st street	Consolidated Gas Co	Jan. 1, 1908	Jan. 1, 1918	7,000 00	7,000 00	7,000 00	7,000 00
			Jan. 1, 1918	Jan. 1, 1928	7,700 00	....	....	....
195.	Southerly side, outer end and surface of pier at East 22d street	New England Navigation Co.	Apr. 1, 1906	Apr. 1, 1916	7,000 00	7,000 00	7,000 00	7,000 00
			Apr. 1, 1916	Apr. 1, 1926	7,350 00	....	....	....
196.	Bulkhead between East 25th and 26th streets	Candee, Smith & Howland Co.	Nov. 1, 1904	Nov. 1, 1914	5,000 00	5,000 00	5,000 00	5,000 00
197.	Pier at East 31st street	James J. Godfrey, May 15, 1908, permit granted to sublet south side to American Ice Co.	May 1, 1908	May 1, 1918	2,600 00	2,600 00	2,600 00	2,600 00
198.	South side of pier at foot of East 32d street	Burns Bros.	July 1, 1909	July 1, 1914	1,500 00	1,500 00	1,500 00	1,500 00
199.	Pier at East 33d street, with dumping board privilege	Henry Steers, Inc.	Jan. 1, 1910	Jan. 1, 1915	5,000 00	....	5,000 00	5,000 00
			Jan. 1, 1915	Jan. 1, 1920	5,250 00	....	....	....
200.	Pier at East 33d street	Pennsylvania and New York and Long Island Railroad Co.	Jan. 1, 1905	Jan. 1, 1910	3,600 00	3,600 00	....	....
201.	Pier at East 35th street, as widened and extended	Pennsylvania and New York and Long Island Railroad Co., May 21, 1909, lease assigned to Degnon Contracting Co.	Oct. 1, 1905	Oct. 1, 1910 (Let on permit October 1, 1910.)	4,000 00	4,000 00	....	....
202.	120 feet of bulkhead next southerly of East 38th street, and upland in rear of same, extending inshore 80 feet	Joseph Gordon	Aug. 1, 1909	Aug. 1, 1914	2,100 00	2,100 00	2,100 00	2,100 00
203.	Pier at foot of East 39th street, bulkhead between East 38th and 39th streets, and reclaimed land back of bulkhead	Edison Electric Illuminating Co. of New York	Sept. 1, 1904	Sept. 1, 1914	7,000 00	7,000 00	7,000 00	7,000 00
			Sept. 1, 1914	Sept. 1, 1924	7,350 00	....	....	....
			Sept. 1, 1924	Sept. 1, 1934	7,717 50	....	....	....
			Sept. 1, 1934	Sept. 1, 1944	8,103 38	....	....	....
			Sept. 1, 1944	Sept. 1, 1954	8,508 54	....	....	....
204.	Bulkhead at East 40th street, with privilege of maintaining dumping board	Henry Steers, Inc	July 1, 1901	July 1, 1911	600,00	600 00	600 00	....
			July 1, 1911	July 1, 1921	630 00	....	....	630 00
205.	Land under water between East 45th street and East 46th street, for platforms	Schwarzschild & Sulzberger Co.	Jan. 1, 1907	Jan. 1, 1917	2,838 50	2,838 50	2,838 50	2,838 50
206.	Northerly side of pier at East 46th street	P. F. & W. A. Kane	June 11, 1909	June 11, 1914	2,100 00	2,100 00	2,100 00	2,100 00
207.	Land under water between 59th and 60th streets	New York Steam Co	Aug. 1, 1906	Aug. 1, 1916	1,100 00	1,100 00	1,100 00	1,100 00
			Aug. 1, 1916	Aug. 1, 1926	1,210 00	....	....	....
208.	South side pier at East 60th street, with dumping board privilege	Bouker Contracting Co	Nov. 25, 1907	Nov. 25, 1912	8,550 00	8,550 00	8,550 00	8,550 00
209.	Filled in land and land under water for platform, south half of block between East 62d and East 63d streets	Farmers' Feed Co. of New York and New Jersey	May 1, 1901	May 1, 1911	600 00	600 00	600 00	....
210.	Bulkhead foot of East 63d street and between East 63d and 64th streets, and site on reclaimed land for grain elevators, scales, etc.	American Malting Co	June 1, 1903	June 1, 1912	1,812 50	1,812 50	1,812 50	1,812 50
211.	Bulkhead from a point 270 feet north of the northerly side of East 64th street and running thence south a distance of 150 feet, with privilege of maintaining ice bridge, etc.	American Ice Co	Aug. 1, 1907	Aug. 1, 1912	1,732 50	1,732 50	1,732 50	1,732 50
212.	Platform in front of bulkhead, between East 68th and 69th streets	Central Brewing Co	May 24, 1899	May 24, 1909	150 00	....	....	....
			May 24, 1909	May 24, 1919	165,00	165 00	165 00	165 00
213.	Bulkhead between East 71st and 72d streets, with dumping board privilege	Bouker Contracting Co	Aug. 1, 1909	Aug. 1, 1914	4,000 00	4,000 00	4,000 00	4,000 00
214.	Bulkhead from south side of East 74th street to north side of East 75th street	Manhattan Railway Co	Apr. 1, 1909	May 1, 1919	6,500 00	6,500 00	6,500 00	6,500 00
			May 1, 1919	May 1, 1929	6,825 00	....	....	....
			May 1, 1929	May 1, 1939	7,166 25	....	....	....
			May 1, 1939	May 1, 1949	7,524 56	....	....	....
			May 1, 1949	May 1, 1959	7,900 79	....	....	....
215.	Bulkhead platform between East 79th and 80th streets	Nathaniel Wise	Dec. 1, 1901	Dec. 1, 1911	750 00	750 00	750 00	....
216.	Premises foot of East 84th street, with privilege of maintaining boat house	Samuel McGarrigle, President, Cygnet Boat Club	July 1 1908	July 1, 1911	150 00	150 00	150 00	....
			Nov. 1, 1911	Nov. 1, 1914	172 50	....	....	172 50
217.	Bulkhead and upland between East 91st and 92d streets	American Ice Co	Dec. 1, 1908	Dec. 1, 1913	3,500 00	3,500 00	3,500 00	3,500 00
			Dec. 1, 1913	Dec. 1, 1918	3,850 00	....	....	....
218.	Bulkhead at East 93d street	Ehret & Ruppert	Aug. 1, 1909	Aug. 1, 1919	1,500 00	1,500 00	1,500 00	1,500 00
219.	Northerly side of pier at East 94th street	Hencken & Willenbrock	May 1, 1908	May 1, 1913	3,025 00	3,025 00	3,025 00	3,025 00
220.	Bulkhead between East 94th and 95th streets, with privilege of maintaining dumping board	William E. Cleary, assignee	Dec. 28, 1907	Dec. 28, 1912	4,665 00	4,665 00	4,665 00	4,665 00
	Brooklyn.							
221.	20,000 square feet of upland, in rear of bulkhead between 35th and 36th streets, beginning at a point 75 feet back of the bulkhead	Tidewater Paper Mills Co	Jan. 23, 1910	Feb. 1, 1915	3,000 00	....	....	3,000 00
222.	Bulkhead and platform extending from the centre line of 51st street southerly a distance of 100.35 by 30 feet, with privilege of erecting structures for coal business	Commercial Coal Co	Feb. 15, 1910	Feb. 15, 1915	1,500 00	....	1,500 00	1,500 00
			Feb. 15, 1915	Feb. 15, 1920	1,650 00	....	....	....
223.	220 feet of bulkhead, west side of Freeman street, Wallabout Basin, with ice bridge	Patterson & Elder	Dec. 1, 1901	Dec. 1, 1911	1,500 00	1,500 00	1,500 00	....
224.	Bulkhead, south side of Wallabout Basin, extending from Freeman street to Chelon avenue extension	George Dressler	Jan. 1, 1910	Aug. 1, 1919	1,000 00	....	1,000 00	1,000 00
			Aug. 1, 1919	Aug. 1, 1929	1,100 00	....	....	....
225.	Berth, 150 feet in length, at inner end of Pier 4, Wallabout Basin, with privilege of maintaining ice bridge, scales, etc.	American Ice Co	July 1, 1909	July 1, 1912	2,362 50	2,362 50	2,362 50	2,362 50
226.	Dumping board on north side, inner end Pier 1, Wallabout Basin	Borough Development Co	Aug. 1, 1910	Dec. 31, 1913	2,240 00	....	2,240 00	2,240 00
227.	Pier 3, Wallabout Basin and adjoining bulkhead	New York Central and Hudson River Railroad Co	Nov. 1, 1906	Nov. 1, 1916	15,750 00	15,750 00	15,750 00	15,750 00
			Nov. 1, 1916	Nov. 1, 1926	17,325 00	....	....	....
228.	Pier 2, Wallabout Basin, and half bulkhead each side	Pennsylvania Railroad Co	Jan. 1, 1900	Jan. 1, 1910	12,000 00	12,000 00	....	....
			Jan. 1, 1910	Jan. 1, 1920	13,200 00	....	13,200 00	13,200 00
			Jan. 1, 1920	Jan. 1, 1930	14,520 00	....	....	....

Item No.	Location and Description of Premises.	Name of Lessee.	Conditions of Lease. From	To	Rate of Rental Per Annum.	Amount of Annual Rental on Leases in Force December 31. 1909.	1910.	1911.
229.	125 feet on Wallabout Canal, Kent avenue, opposite Ross	A. W. Welch, assigned to Scott	May 1, 1907	May 1, 1912	1,200 00	1,200 00	1,200 00	1,200 00
230.	Bulkhead, Freeman street, west side of Whale Creek	Annie T. McGarry	June 1, 1910	June 1, 1915	100 00	....	100 00	100 00
231.	Pier between 31st and 32d streets, Brooklyn	Cyprien Fabre Co.	Oct. 1, 1910	Oct. 1, 1920	36,870 50	....	36,870 50	36,870 50
			Oct. 1, 1920	Oct. 1, 1930	40,557 55	....	....	....
232.	256½ feet of south half inner end of Pier 5, Wallabout Basin, 68¼ feet of bulkhead southerly and land under water for platform in front of same, 2,541½ square feet	Lehigh Valley Railroad Co.	Aug. 1, 1911	Aug. 1, 1921	5,000 00	....	....	5,000 00
			Aug. 1, 1921	Aug. 1, 1931	5,500 00	....	....	....
	Queens.							
233.	Westerly side of pier at Whitestone and 120 feet at outer end of east side, with right to shed 120 feet of the outer side	Elmer E. Keeler	Aug. 28, 1904	Aug. 28, 1914	1,100 00	1,100 00	1,100 00	1,100 00
234.	Bulkhead south from Union street, Far Rockaway	Henry Eppig	June 27, 1910	June 27, 1920	40 00	....	....	40 00
	Harlem River.							
235.	Floating dump at bulkhead between 107th and 108th streets	John Cloughen, March 16, 1908, assigned to Jos. Murray	Dec. 1, 1901	Dec. 1, 1911	720 00	720 00	720 00	....
236.	Bulkhead between 107th and 108th streets, with dumping board privileges	Henry J. Crawford	Dec. 1, 1911	Dec. 1, 1916	5,600 00	....	....	5,600 00
237.	187 feet of bulkhead between 109th and 110th streets, with privilege of maintaining trestle and coal handling devices	Buncke & Meyer	June 1, 1907	June 1, 1909	1,890 00	....	....	....
			June 1, 1909	June 1, 1914	1,984 50	1,984 50	1,984 50	1,984 50
238.	South half of pier foot of East 112th street	H. L. Joyce, October 21, 1909, permission to sublet	June 1, 1909	May 10, 1913	1,500 00	1,500 00	1,500 00	1,500 00
			May 10, 1913	May 10, 1918	1,650 00	....	....	....
239.	Northerly side of pier at East 112th street	Henry L. Joyce	May 10, 1908	May 10, 1913	1,500 00	1,500 00	1,500 00	1,500 00
			May 10, 1913	May 10, 1918	1,650 00	....	....	....
240.	Bulkhead and uplands south of East 115th street	Robert McWilliam	Nov. 1, 1908	Nov. 1, 1913	2,500 00	2,500 00	2,500 00	2,500 00
241.	Pier at East 116th street and 50 feet of bulkhead south	Manhattan State Hospital	Apr. 5, 1907	Apr. 5, 1917	3,850 00	3,850 00	3,850 00	3,850 00
242.	Land under water at and near foot of East 124th street	Lehigh Valley Railroad Co.	June 5, 1909	May 1, 1915	1,758 00	1,758 00	1,758 00	1,758 00
243.	Bulkhead at 129th street and 2d avenue	Jacob Ruppert	May 1, 1909	May 1, 1914	1,100 00	1,100 00	1,100 00	1,100 00
244.	Land under water on west side of Harlem River, north of West 159th street, extending along the pierhead line 1,506 feet, easterly side of Speedway 671 feet, west side of marginal street 810 feet, and north side of land belonging to the estate of Wm. Lynch 405 feet, containing an area of 405,825 square feet	Interborough Rapid Transit Co.	Dec. 29, 1907	Dec. 29, 1917	18,850 00	18,850 00	18,850 00	18,850 00
			Dec. 29, 1917	Dec. 29, 1927	21,650 00	....	....	....
			Dec. 29, 1927	Dec. 29, 1937	24,900 00	....	....	....
245.	300 feet of bulkhead at Shermans Creek, with right to shed	Wm. N. Shannon, assignee	Feb. 1, 1903	Feb. 1, 1913	800 00	800 00	800 00	800 00
			Feb. 1, 1913	Feb. 1, 1923	1000 00	....	....	....
246.	Land under water outside of original high water mark, between north side Academy or 200th street, and south side of 201st street, with rights to construct bulkhead wall with intake, and discharge tunnels through same	Henry J. Hemmens	July 1, 1906	Dec. 1, 1914	1,249 50	1,249 50	1,249 50	1,249 50
			Dec. 1, 1914	Dec. 1, 1924	....	....	....	....
			Renewal by arbitration.					
247.	Land under water from south side of 201st street to north side of 202d street, 320 feet, and from mean high water to bulkhead line	Harlem Contracting Co.	Dec. 1, 1904	Dec. 1, 1914	410 00	410 00	410 00	410 00
			Dec. 1, 1914	Dec. 1, 1924	451 00	....	....	....
248.	Land under water between 216th and 218th streets, west side of Harlem River	Third Avenue Railway Co.	Nov. 1, 1906	Nov. 1, 1916	2,475 00	2,475 00	2,475 00	2,475 00
			Nov. 1, 1916	Nov. 1, 1926	2,722 50	....	....	....
	The Bronx.							
249.	Bulkhead platform foot of Park, formerly Railroad avenue	Harlem Transfer Co.	June 30, 1902	June 30, 1912	450 00	450 00	450 00	450 00
250.	Land under water between 3d and Lincoln avenues	Central Railroad of New Jersey	July 1, 1907	July 1, 1917	1,031 20	1,031 20	1,031 20	1,031 20
			July 1, 1917	July 1, 1927	1,289 00	....	....	....
			July 1, 1927	July 1, 1937	1,546 80	....	....	....
251.	Bulkhead foot of Garrison avenue, westerly side of the Bronx River	Gleason & Egan	Oct. 1, 1911	Oct. 1, 1916	200 00	....	....	200 00
			Oct. 1, 1916	Oct. 1, 1921	Appraisal	....	....	....
252.	North side of pier foot of East 138th street	New York Sanitary Utilization Co.	Jan. 1, 1909	Aug. 1, 1911	1,500 00	1,500 00	1,500 00	....
			Aug. 1, 1911	Aug. 1, 1916	1,650 00	....	....	1,650 00
253.	Land under water between Tiffany and Cabot streets, southerly of Eastern boulevard, for construction of piers	Oak Point Land and Dock Co.	Sept. 1, 1906	Sept. 1, 1916	4,499 80	4,499 80	4,449 80	4,449 80
			Sept. 1, 1916	Sept. 1, 1926	5,624 75	....	....	....
			Sept. 1, 1926	Sept. 1, 1936	6,749 70	....	....	....
254.	Platform foot of Classon Point road, 131 by 41 feet, and approach	Martin J. Kane	May 1, 1910	May 1, 1912	200 00	....	200 00	200 00
255.	Land under water between 215th and 216th streets (440 square feet)	T. & W. Thorn & Co.	Mar. 1, 1910	Dec. 14, 1914	44 00	....	44 00	44 00
					Total	$2,961,269 10	$3,859,601 39	$3,707,229 56

SCHEDULE "B."

Showing Ferry Franchises and Leases, Other Than Municipal Ferries and Roosevelt Street-Broadway Ferry, Under the Jurisdiction of the Department of Docks and Ferries of The City of New York.

	Location and Description of Premises.	Name of Lessee.	Conditions of Lease. From.	To.	Rate of Rental.	Yearly Rental Revenue as Indicated December 31, 1909.	1910.	1911.
1.	Liberty street, New York, to Communipaw, N. J.	Central Railroad of New Jersey	Dec. 21, 1897	Dec. 21, 1902	$10,000 00 per annum	$10,000 00	$10,000 00	$10,000 00
			Holding over.					
2.	Cortlandt street, New York, to Jersey City, N. J., 75,000 square feet land under water at 25 cents per square foot	Associates of the Jersey Co.	May 1, 1898	May 1, 1908	11,000 00 per annum	11,000 00	11,000 00	....
			May 1, 1911		18,750 00 per annum	....	....	18,750 00
			Holding over.					
3.	Bulkhead at end south of Cortlandt street, for operation of ferry to Jersey City, 66.82 feet	Pennsylvania Railroad Co.	May 1, 1911		4,000 00 per annum	....	....	4,000 00
			Franchise.		1 00 per annum	....	....	1 00
4.	Barclay street to Hoboken, N. J.	Hoboken Ferry Co.	Mar. 1, 1905	Mar. 1, 1915	20,104 25 per annum	20,104 25	20,104 25	20,104 25
			Renewals by arbitration.					
5.	Chambers street to Jersey City, N. J.	Erie Railroad Co.	May 1, 1903	May 1, 1913	5% of gross receipts; not less than $8,500 per annum	9,844 82	8,500 00	8,500 00
			May 1, 1913	May 1, 1923	By arbitration			
6.	From a point between Watts and Desbrosses streets to Weehawken, N. J.	New York Central and Hudson River Railroad Co.	Sept. 9, 1906	Sept. 9, 1908	3,500 00 per annum	3,500 00	3,500 00	3,500 00
			Holding over.					
7.	Desbrosses street to Jersey City, N. J.	Associates of the Jersey Co.	May 1, 1898	May 1, 1908	7,200 00 per annum	7,200 00	7,200 00	7,200 00
			Holding over.					
8.	Christopher street to Hoboken, N. J.	Hoboken Ferry Co.	Mar. 1, 1905	Mar. 1, 1915	22,500 00 per annum	22,500 00	22,500 00	22,500 00
			Renewal by arbitration.					
9.	Ferry from West 22d street to Communipaw, N. J. (86.10-foot bulkhead and land under water)	Central Railroad of New Jersey	June 25, 1905	June 25, 1915	12,856 25 per annum	12,856 25	12,856 25	12,856 25
			June 25, 1915	June 25, 1925	14,209 00 per annum			
			Franchise.		1 00 per annum	1 00	1 00	1 00
10.	Ferry from West 22d and 23d streets to Hoboken, N. J. (about 225 feet of bulkhead and land under water in front of same)	Hoboken Ferry Co.	Sept. 20, 1905	Sept. 20, 1915	32,149 00 per annum	32,149 00	32,149 00	32,149 00
			Sept. 20, 1915	Sept. 20, 1925	37,049 00 per annum			
			Franchise.		1 00 per annum	1 00	1 00	1 00
11.	Ferry from West 23d street to Jersey City, N. J. (about 180 feet of bulkhead and land under water in front of same)	Erie Railroad Co.	Jan. 1, 1906	Jan. 1, 1916	25,999 00 per annum	25,999 00	25,999 00	25,999 00
			Jan. 1, 1916	Jan. 1, 1926	29,999 00 per annum			
			Franchise.		1 00 per annum	1 00	1 00	1 00
12.	From West 23d and 24th streets to Jersey City, N. J.	Pennsylvania Railroad Co.	Jan. 1, 1906	Jan. 1, 1911	27,499 00 per annum	27,499 00	27,499 00	....
			Jan. 1, 1911	Jan. 1, 1916	28,875 00 per annum			
			Jan. 1, 1916	Jan. 1, 1921	30,318 75 per annum			
			Franchise.		1 00 per annum	1 00	1 00	....
			Discontinued in 1911					
13.	From West 42d street to Weehawken, N. J.	New York Central and Hudson River Railroad Co.	May 1, 1902	May 1, 1912	5% of gross receipts; not less than $18,150 per annum	18,654 17	18,150 00	18,150 00
14.	From West 130th street to Edgewater, N. J.	Riverside and Fort Lee Ferry Co.	July 1, 1902	July 1, 1927	5% of gross receipts; not less than $5,500 per annum	11,419 90	13,231 15	14,294 05

Location and Description of Premises.	Name of Lessee.	Conditions of Lease.			Yearly Rental Revenue as Indicated December 31.		
		From.	To.	Rate of Rental.	1909.	1910.	1911.
15. From Whitehall street to Hamilton avenue, Brooklyn; Whitehall street to Atlantic avenue, Brooklyn, and Wall street to Montague street, Brooklyn	Union Ferry Co.	Nov. 1, 1904	Nov. 1, 1906	No lease existing during 1909 and 1910. Union Ferry Co. paid to Nov. 1, 1909, on the basis of 2% on gross receipts from ferriage. No rental accrued since credited to account. Matter under consideration by a select committee of the Commissioners of the Sinking Fund.			
16. From Fulton street, Manhattan, to Fulton street, Brooklyn	Union Ferry Co.	Nov. 1, 1904	Nov. 1, 1905				
17. Catherine street to Washington street, Brooklyn	Union Ferry Co.	Nov. 1, 1904	May 1, 1906				
18. From East 10th and 23d streets to Greenpoint avenue, Brooklyn	Interborough Ferry Co.	May 1, 1909	May 1, 1934	2% of gross receipts; not less than $7,500 per annum	7,500 00	7,500 00	7,500 00
19. East 23d street to Broadway, Brooklyn	Brooklyn and Manhattan Ferry Co.	May 15, 1911		$1 per annum.	....	....	1 00
20. From East 34th street to Long Island City	Long Island Railroad Co.	May 1, 1909	May 1, 1910 Holding over.	2% of gross receipts;	9,081 75	8,284 61	5,476 78
21. From East 92d street to Astoria, L. I.	New York and East River Ferry Co.	May 1, 1904	May 1, 1914	5% of gross receipts; not less than $4,500 per annum; and wharf, $700 per annum	14,039 74	11,463 86	10,101 76
		May 1, 1914	May 1, 1924	3% and wharf, $700 per annum			
22. From East 99th street and north of 134th street to North Beach and College Point, L. I.	New York and College Point Ferry Co.	Sept. 1, 1903	Sept. 1, 1913	3½% of gross receipts; not less than $4,000 per annum	4,000 00	4,000 00	4,000 00
		Sept. 1, 1913	Sept. 1, 1923	By appraisal			
23. From Fulton street, Brooklyn, to Jersey City, N. J.	Pennsylvania Railroad Co.	Holding over.		1,500 00 per annum	1,500 00	1,500 00	....
24. From Canarsie Landing to Barren Island and Rockaway Point	Arthur McAvoy	Feb. 1, 1906	Feb. 1, 1911	5% of gross receipts; not less than $100 per annum	121 95	186 10	199 59
25. From Canarsie Landing to Avenue X, Bergen Beach	Wm. J. Warner	Feb. 1, 1906	Feb. 1, 1911	5% of gross receipts; not less than $100 per annum	100 00	100 00	100 00
26. From Canarsie Landing, Rockaway avenue to Bergen Beach	Frederick Boegle	Aug. 1, 1911	Aug. 1, 1916	5% of gross receipts, not less than $100 per annum	....	....	100 00
27. From Ocean avenue, Sheepshead Bay, to Plum Beach, Barren Island and Rockaway Point, and land under water at foot of Ocean avenue	P. Howard Reid	Apr. 1, 1906	Apr. 1, 1911	5% of gross receipts; not less than $100 per annum, and land under water, $75 per annum 1910, $85 per annum 1911.	232 18	600 38	433 66
28. From a point between Ocean avenue and 21st street, Sheepshead Bay, to various points on Jamaica Bay	Wilbur Steele	June 1, 1909 Cancelled June 1, 1910.	June 1, 1914	100 00 per annum	100 00	....	....
29. From Port Richmond, S. I., to Bergen Point, N. J.	Port Richmond and Bergen Point Ferry Co.	Aug. 1, 1909	Aug. 1, 1910 Holding over.	2% of gross receipts.	300 00	1,121 39	1,114 60
30. From Hollands Hook, S. I., to Elizabethport, N. J.	New Jersey and Staten Island Ferry Co.	May 1, 1909	May 1, 1914	300 00 per annum	300 00	300 00	300 00
31. From Classon Point, Bronx, to College Point, Queens	Classon and College Point Ferry Co.	June 1, 1910	June 1, 1920	2% of gross receipts quarterly in advance.	....	50 00	....
		June 1, 1920	June 1, 1930	By arbitration			
				Total	$250,006 01	$247,798 99	$227,333 94

SCHEDULE "C."

Subdivision 1—*List of Temporary Permits for Use of Wharf Property Issued by the Commissioner of Docks, Terminable at His Pleasure and in Force December 31, 1911.*

Description of Property.	Lessee or Occupant.	Rent.	Action of the Commissioner.
NORTH RIVER.			
Land under water at Battery Landing for platform westerly of Barge Office, about 200 feet in length	Department of Commerce and Labor	$1,500 00 per annum	Nov. 3, 1909 May 11, 1910
Berth at Battery Landing	Captain J. P. Roberts	600 00 per annum	May 1, 1911
Landings at Battery Wharf and Pier foot of East 24th street	McAllister Steamboat Co.	3,000 00 per annum	May 11, 1911
Space for shed at Battery landing for sale of refreshments	Frank McGahn	500 00 per annum	May 1, 1911
Berth for Bath at Battery Wall	Edward A. Hall	250 00 per month	Feb. 7, 1911
Privilege to maintain cable landing at Pier "A"	Western Union Telegraph Company	300 00 per annum	May 1, 1907
Privilege to maintain cable landing at Pier "A"	Mexican Telegraph Co.	300 00 per annum	May 1, 1907
Berth 200 feet in length on the north side of Pier New 1, with space 30 feet in width on the Pier	Wright & Lobb Lighterage Company	5,000 00 per annum	May 1, 1911
Berth on north side of Pier 1, North River	Middlesex Transportation Co	275 00 per month	Feb. 2, 1911 May 1, 1911
Reclaimed land south Pier Old 1, Battery Place Pier	Pennsylvania Railroad Company	3,144 90 per annum	May 1, 1911
Land under water for platform, between Pier Old 1, Battery Place Pier, and Old 2, Battery Place Pier, North	Pennsylvania Railroad Company	2,420 00 per annum	May 1, 1911
Land under water for extension to Pier Old 2, Battery Place Pier North, and for platform between Piers Old 2 and Old 3, Morris Street Pier South	Lehigh Valley Railroad Company	4,299 63 per annum	May 1, 1911
Land under water for platform between Piers Old 3, Morris Street Pier South, and Old 4, Morris Street Pier	Pennsylvania Railroad Company	3,674 95 per annum	May 1, 1911
Land under water for extension to platform between Pier Old 8, Rector Street Pier, and Old 9, Rector Street Pier North	N. Y., N. H. & Hartford R. R. Co	2,347 13 per annum	May 1, 1911
Land under water for extensions to Pier Old 9, Rector Street Pier North	N. Y., N. H. & Hartford R. R. Co	1,850 48 per annum	May 1, 1911
Land under water for platform between Piers Old 9, Rector Street Pier North, and 10, Carlisle Street Pier South	N. Y., N. H. & Hartford R. R. Co	1,457 50 per annum	May 1, 1911
Land under water for platform and bulkhead north side of Pier Old 10, Carlisle Street Pier South, and widening north side of pier	N. Y., N. H. & Hartford R. R. Co	1,130 80 per annum	May 1, 1911
Land under water for extension to Pier Old 11, Carlisle Street Pier	N. Y., N. H. & Hartford R. R. Co	911 35 per annum	May 1, 1911
Space for bell tower, outer end Pier 15	Hoboken Ferry Company	100 00 per annum	May 1, 1911
Land under water for extension to (Pier 17) Park Place Pier	New York Central & Hudson River Railroad Company	915 00 per annum	May 1, 1909
Land under water for extension to Pier 18, Murray Street Pier	New England Navigation Company	961 13 per annum	May 1, 1911
Use of reclaimed land near foot of Chambers street for car tracks	Metropolitan Street Railway Company	138 75 per annum	May 1, 1911
Temporary awning shed on marginal street, between Piers 21 and 22	Erie Railroad Company	493 10 per annum	May 1, 1911
Awning shed and platform on marginal street at approach to Pier 22, Jay Street Pier North	Baltimore & Ohio Railroad Company	334 80 per annum	May 1, 1911
Bulkhead between Pier 24, Franklin Street North and Pier 25, North Moore Street Pier	American Ice Company	4,000 00 per annum	May 1, 1911
Awning shed and platform between Piers 24 and 25	Old Dominion Steamship Company	454 00 per annum	May 1, 1911
Awning shed and platform on marginal street south of Pier 26, Beach Street Pier	Old Dominion Steamship Company	707 20 per annum	May 1, 1911
Awning shed and platform on marginal street north of Pier 26, Beach Street Pier	Old Dominion Steamship Company	609 30 per annum	May 1, 1911
Awning shed and platform on marginal street north of Pier 28, Laight Street Pier	Pennsylvania Railroad Company	612 40 per annum	May 1, 1911
Extension to outer end of Pier 29, Vestry Street Pier, as a rack, including sheathing	Pennsylvania Railroad Company	2,733 82 per annum	May 1, 1910
Pier 29, Vestry Street Pier, and extension	Pennsylvania Railroad Company	40,500 00 per annum	Nov. 21, 1911
Awning shed and platform on marginal street north of Pier 29, Vestry Street Pier	Pennsylvania Railroad Company	639 50 per annum	May 1, 1911
Bulkhead from a point 71 feet north of Pier 28 to a point 20 feet north of Pier 29, 91 feet	Pennsylvania Railroad Company	7,700 00 per annum	Nov. 21, 1911
Use of marginal street between Watts and Desbrosses streets for car tracks	Metropolitan Street Railway Company	90 00 per annum	May 1, 1911
Use of marginal street between Watts and Desbrosses streets for car tracks	Dry Dock, East Broadway and Battery Railroad Company	136 50 per annum	May 1, 1911
Land under water for extension of Watts Street Pier North, Pier 32	New Jersey Steamboat Company	1,000 00 per annum	Resolution, May 14, 1897
Awning shed on marginal street between Piers 32 and 33	Central Railroad Company of New Jersey	219 50 per annum	May 1, 1911

Description of Property.	Lessee or Occupant.	Rent.	Action of the Commissioner.
100 feet north side inner end of Canal Street Pier South, and 27 feet of bulkhead northerly	L. E. Muller	1,800 00 per annum	May 1, 1911
Space on marginal street at approach to Piers 36 and 37, for maintenance of awning sheds	Clyde Steamship Company	812 20 per annum	May 11, 1911
Permit to land Floating Hospital at various Piers on North and East Rivers	St. John's Guild	5 00 per season	May 4, 1911
Use of marginal street, foot of Christopher street, for car tracks	Metropolitan Street Railway Company	289 00 per annum	May 1, 1911
Privilege to run pipe through bulkhead and under marginal street at Charles street	Beadleston & Woerz	300 00 per annum	May 1, 1907
Pier 47, Perry Street Pier and shed thereon and bulkhead Piers 46 and 47	Quebec Steamship Company	25,000 00 per annum	Apr. 12, 1911
Railroad tracks to Piers between West 11th street and Gansevoort street	New York Central & Hudson River Railroad Company	248 16 per annum	May 1, 1911
102 feet south side Pier Old 56½, with ice bridge privilege	Glasco Ice Co.	1,800 00 per annum	Feb. 4, 1911
Privilege of maintaining suction pipe through bulkhead and under Pier 56½	Manhattan Refrigerating Company	300 00 per annum	May 1, 1907
Privilege of maintaining suction pipe through bulkhead between 13th and 14th streets	Conron Bros. Co.	300 00 per annum	May 1, 1907
Space for awning shed on marginal street between Little West 12th and 13th streets	Swift & Co.	194 50 per annum	May 1, 1911
Permission to run pipe under marginal street and through bulkhead at West 15th street	National Biscuit Company	300 00 per annum	May 1, 1907
Use of marginal street for car tracks in vicinity of West 23d street	Metropolitan Street Railway Company	857 50 per annum	May 1, 1911
Use of Ferry shed at bulkhead south of Pier at West 24th street, for storage of freight in transit	Anchor Line	50 00 per month	May 1, 1911
Use of marginal street for car tracks between West 23d and 24th streets	Twenty-eighth & Twenty-ninth Street Railway Company	44 00 per annum	May 1, 1911
Railroad tracks on marginal street between Piers 65 and 66	Baltimore & Ohio Railroad Company	143 44 per annum	May 1, 1911
Land under water for transfer bridge in front of bulkhead between Piers 65 and 66	Baltimore & Ohio Railroad Company	2,770 08 per annum	May 1, 1911
Land under water outshore of bulkhead line between north side of Pier 66 and transfer bridge north of said Pier	Lehigh Valley Railroad Company	201 02 per annum	May 1, 1911
Use of marginal street for track turn-out to connect transfer bridge with tracks of Terminal Warehouse Co., between 27th and 28th streets	Erie Railroad Company	138 60 per annum	May 1, 1911
Land under water for platform south of Pier 68 and shed on bulkhead	Delaware, Lackawanna & Western R. R. Co.	987 10 per annum	May 1, 1911
Berth on south side of Pier at West 30th street, with privilege of maintaining coal hoist	Dartt & Company	1,000 00 per annum	May 1, 1911
Piers 71, 72, 73 and bulkhead from south side of Pier 71 to a point 97 feet north of Pier 73 and sheds	New York Central & Hudson River Railroad Company	124,677 50 per annum	July 20, 1911
Tracks on marginal street between 32d and 33d streets	New York Central & Hudson River Railroad Company	242 00 per annum	May 1, 1911
Land under water for transfer bridges south of Pier 73, West 33d Street Pier	New York Central & Hudson River Railroad Company	2,549 25 per annum	May 1, 1911
Land under water for platform in front of premises southeast corner of 39th street and 12th avenue	Swift & Co.	275 00 per annum	May 1, 1911
Privilege of maintaining pipe through bulkhead and under Pier at 39th street, Pier 79	New York Butchers' Dressed Meat Company	300 00 per annum	May 1, 1909
Land under water for platform southerly about 66 feet from West 40th street	Curtis Blaisdell Co.	254 10 per annum	May 1, 1911
100 feet south side inner end of approach to Pier at West 40th street	Curtis Blaisdell Co.	83 33 per month	May 1, 1911
250 feet on northerly side of approach to Pier at West 40th street	New York Stock Yard Co. and the Weehawken Stock Yard Co.	350 00 per month	May 1, 1911
Berth 100 feet in length for manure scow foot of West 40th street	P. F. & W. A. Kane	1,000 00 per annum	May 1, 1911
Privilege to run 6-inch pipe through bulkhead foot of West 40th street	Joseph Stern & Sons	300 00 per annum	May 1, 1909
Privilege of maintaining suction pipe through bulkhead at West 40th street	J. M. & P. Scanlon	300 00 per annum	May 1, 1907
Privilege of maintaining suction pipe through bulkhead at West 40th street	Figge & Hutwelker Bros.	300 00 per annum	May 1, 1907
Privilege of maintaining suction pipe through bulkhead at West 40th street	David Shannon Company	300 00 per annum	Nov. 23, 1908
Use of surface of pier at West 40th street during period of shed construction	Central Railroad of New Jersey	787 50 per annum	Sept. 29, 1911 Oct. 16, 1911
Additional 50 feet of the south side inner end of Pier foot of West 41st street	Central Railroad of New Jersey	631 58 per annum	Dec. 27, 1910
158 feet of south side of inner end of Pier at West 41st street	Central Railroad of New Jersey	1,995 80 per annum	Aug. 8, 1911
Berth on north side inner end of Pier at 45th street	Standard Oil Company	1,200 00 per annum	May 1, 1911
North side (one-half of) inner end of Pier at West 46th street, 200 feet	Knickerbocker Ice Company	2,500 00 per annum	May 1, 1911
Berth for manure boat south side of Pier West 47th street	P. L. Rafferty	83 33 per month	June 22, 1911
Berth on south side of Pier at West 48th street	The Texas Company	2,400 00 per annum	May 12, 1911
Privilege to maintain suction pipe through bulkhead at West 49th street	Dealers' Hygiene Ice Company	300 00 per annum	May 1, 1907
Pier and approach at West 49th street	Erie Railroad Company	12,000 00 per annum	Nov. 25, 1911
Space on upland between 51st and 52d streets	Consolidated Telegraph & Electrical Subway Company	900 00 per annum	May 1, 1911
150 feet north side inner end of Pier at West 54th street, with ice-bridge privilege	Silver Point Ice Company	1,800 00 per annum	May 1, 1911
Space on upland between 54th and 55th streets	Sicilian Asphalt Paving Company	900 00 per annum	May 1, 1911
100 feet of bulkhead next southerly of Pier at West 56th street, with crane and coal pocket	J. Eltz & Son	1,000 00 per annum	May 1, 1911
100 feet of bulkhead next northerly of Pier at West 55th street, with crane and coal pocket	J. Eltz & Son	1,000 00 per annum	Oct. 9, 1911 Oct. 26, 1911
Land under water for track trestle along north side of Pier, West 59th street, 3,276 square feet	New York Central & Hudson River Railroad Company	491 40 per annum	Mar. 27, 1911
Southerly half of bulkhead at West 60th street	New York Central & Hudson River Railroad Company	275 00 per annum	May 1, 1911
Land under water for transfer bridge south side of Company's Pier "B," foot of West 63d street	New York Central & Hudson River Railroad Company	553 50 per annum	May 1, 1911
Land under water for pile platform and transfer bridge at south side West 69th street, 1,975 square feet	New York Central & Hudson River Railroad Company	296 25 per annum	May 1, 1911
Land under water for extension to Pier "I," between West 69th and 70th streets	New York Central & Hudson River Railroad Company	324 00 per annum	May 1, 1911
Land under water between south line West 65th and south line West 72d street, westerly, to established pierhead of 1868, 475,143 square feet	New York Central & Hudson River Railroad Company	18,344 15 per annum	May 1, 1911
Berth and steam hoist on south side Pier at West 97th street	James Thedford	83 33 per month	May 1, 1911
Refreshment stand foot West 130th street	Deonesius Bofelis and Peter Pipiles	500 00 per annum	May 1, 1911
Privilege of maintaining scales on upland south of coal yard, between 130th and 131st streets	Weber-McLaughlin Company	27 50 per annum	May 1, 1911
Railroad tracks between 131st and 133d streets, on marginal street, 935 feet at 44 cents	Manhattan Terminal Co.	411 40 per annum	May 4, 1911 Oct. 23, 1911
Berth for unloading coal south side of pier at West 131st street	R. Golla	1,000 00 per annum	May 1, 1911
Berth for unloading coal south side of pier at West 132d street	William Brennan	1,000 00 per annum	May 1, 1911
North side inner end of Pier at 133d street, with dumping board privilege	John Fleming	1,200 00 per annum	May 1, 1911
Bulkhead at West 143d street, with privilege to lay tracks across said street	New York Central & Hudson River Railroad Company	110 00 per annum	May 1, 1911
Permit to maintain boat house north of West 163d street	Mrs. B. Farley	100 00 per annum	May 1, 1911
Boat house and float at 203d street	Andrew J. Lawlor	100 00 per annum	Apr. 14, 1911
Boat house, etc., foot of West 204th street	Ed. H. Schmidt	100 00 per annum	May 1, 1911
Boat house, etc., between 204th and 205th streets	Inwood Canoe Club	100 00 per annum	June 17, 1911
Boat house, etc., between West 204th and 205th streets	Thomas A. O'Connor and Thomas F. Gallagher	200 00 per annum	June 29, 1910

EAST RIVER.

Description of Property.	Lessee or Occupant.	Rent.	Action of the Commissioner.
Land under water for extension to Pier 7	Erie Railroad Co.	745 80 per annum	Oct. 13, 1911
Land under water for extension to platform between Piers Old 26 and 27	New England Navigation Company	490 60 per annum	May 1, 1911
Land under water for platform east and west Pier Old 27	New England Navigation Company	1,182 50 per annum	May 1, 1911
Platform westerly side of Pier 32 and bulkhead westerly, about 110 feet	Thompson Starrett Co.	10 00 per day	May 1, 1911
Pier 32, Pike Slip Pier and 125 feet of bulkhead next easterly	Maine Steamship Company	23,800 00 per annum	May 1, 1911
Cable house, 7 by 17 feet, outer end of Pier 33, Rutgers Slip Pier west	New York Telephone Company	300 00 per annum	May 1, 1911
Jefferson Street Pier	New York, New Haven & Hartford Railroad Company, assignees	17,000 00 per annum	May 1, 1911
Berth inshore end, easterly side of Pier 36, Jefferson Street Pier east	Merchants' Union Ice Company	1,320 00 per annum	May 1, 1911
Land under water for widening Pier Old 45	New York, New Haven & Hartford Railroad Company	771 12 per annum	Aug. 8, 1911
Land under water between Pier Old 45 and New 36	New York, New Haven & Hartford Railroad Company	1,730 97 per annum	Aug. 8, 1911
Land under water for extension to Pier Old 49, Montgomery Street Pier west	New York, New Haven & Hartford Railroad Company	175 18 per annum	May 1, 1911
South side of Pier 50, Rivingston street	Carll Smith's Son	2,500 00 per annum	Dec. 1, 1911
Land under water for platform in front of bulkhead west of Pier Old 50, New 39	New York, New Haven & Hartford Railroad Company	5,220 33 per annum	May 1, 1911
125 feet of bulkhead between Piers Old 52 and 53	Simmons Realty & Construction Company	1,978 27 per annum	Aug. 21, 1911
Land under water for platform west of Pier Old 53, Jackson Street Pier west	Simmons Realty & Construction Company	2,042 15 per annum	May 1, 1910
Westerly side of Pier Old 53, Jackson street	John Simmons Company	1,800 00 per annum	Apr. 1, 1911
Ice-bridge, scales, etc., on bulkhead between Piers Old 56 and 57	James W. Scott	715 00 per annum	May 1, 1911
Use of City property for ice-bridge, scales, etc., between Piers Old 59 and 60	American Ice Company	900 00 per annum	May 1, 1911
Bulkhead and upland between Piers 50 and 51, with privilege to maintain fence around new-made land in rear of bulkhead between Piers 50 and 51	John A. McCarthy	2,300 00 per annum	Dec. 1, 1911
125 feet of northerly side of Pier 51, Rivington Street Pier north	Etzel & Son	1,200 00 per annum	May 1, 1911
4-inch steam pipe from coal yard to steam hoist on Pier 51	Etzel & Son	300 00 per annum	May 1, 1907

Description of Property.	Lessee or Occupant.	Rent.	Action of the Commissioner.
115 feet north side inner end of Pier 52, Stanton Street Pier, and 60 feet of bulkhead on northerly line of Stanton street	Benj. S. Peck & Company	1,760 00 per annum	May 1, 1911
130 feet northerly side of Pier 52, foot Stanton street	Foster Scott Ice Co.	1,890 00 per annum	Dec. 1, 1911
Land under water covered by dumping board between Stanton and Houston streets	William Bradley	1,084 32 per annum	May 1, 1911
South one-half Pier East 4th street, for dry dock	James Shewan & Sons	1,750 00 per annum	Apr. 10, 1911
Berth at inner end south side of Pier foot of East 5th street	Hencken & Willenbrock Company	750 00 per annum	May 1, 1911
Berth at inner end north side of Pier at 5th street	P. F. & W. A. Kane	750 00 per annum	May 1, 1911
Berth for oil barge at Pier foot of 10th street	Standard Oil Company	1,500 00 per annum	May 1, 1911
Bulkhead at East 14th street, 110 feet	Joseph Murray	525 00 per annum	Nov. 29, 1911
Permit for movable hopper on bulkhead between 14th and 15th streets	Consolidated Gas Company	165 00 per annum	May 1, 1911
125 feet north side inner end of Pier foot East 18th street, with ice-bridge privilege	Foster-Scott Ice Company	1,800 00 per annum	May 1, 1911
Berth for barge north side of Pier foot East 18th street	Chas. Schafer & Son	900 00 per annum	May 1, 1911
Privilege to run 10-inch condenser pipe through bulkhead foot of East 18th street and under Pier thereat	New York Ice Company	300 00 per annum	May 1, 1907
220 feet inner end south side of Pier foot of East 20th street	H. L. Herbert & Company	2,000 00 per annum	May 1, 1911
Use of marginal street for car tracks in front of ferry house foot of East 23d street	Metropolitan Street Railway Company	387 00 per annum	May 1, 1911
Privilege of maintaining suction pipe through bulkhead foot of East 26th street	Carl H. Schultz	300 00 per annum	May 1, 1909
Suction pipe through bulkhead and under Pier foot of East 30th street	Koehler & Company	300 00 per annum	May 1, 1907
Pier at East 35th street	Crescent Dock Company	4,200 00 per annum	May 1, 1911
125 feet south side inner end of Pier at East 36th street, with ice-bridge privilege	John N. Briggs	1,800 00 per annum	May 1, 1911
Use of upland south of East 38th street, in rear of premises leased with right to maintain structures for handling coal	Joseph Gordon	1,200 00 per annum	Apr. 5, 1911
Bulkhead foot of East 38th street	New York Edison Company	1,100 00 per annum	May 1, 1911
Privilege to run pipe through bulkhead at East 38th street	Hupfel Brewing Company	300 00 per annum	May 1, 1907
Privilege to run pipe through bulkhead at East 38th street	Kips Bay Brewing and Malting Company	300 00 per annum	May 1, 1907
Bulkhead at foot of East 43d street	Lehigh Valley Railroad Company	600 00 per annum	May 1, 1911
Bulkhead at foot of East 44th street	Lehigh Valley Railroad Company	880 00 per annum	May 1, 1911
Bulkhead at foot of East 45th street	Sulzberger & Sons	700 00 per annum	May 1, 1911
Suction pipe through bulkhead foot of East 53d street	Artificial Ice Company	300 00 per annum	May 1, 1907
Land under water in front of south half of block between 54th and 55th streets	Consumers' Brewing Company	220 00 per annum	May 1, 1911
Land under water in front of north half of block between 54th and 55th streets	Jetter Brewing Company	220 00 per annum	May 1, 1911
Land under water for platform at and north of East 56th street for coal hoist, boiler house, etc.	Curtis-Blaisdell Company	550 00 per annum	May 1, 1911
Land under water for site for bulkhead between East 56th and East 57th streets	Schmitt & Schwanenfluegel	500 00 per annum	May 1, 1911
150 feet south side inner end of Pier at East 62d street, with ice-bridge privilege	Stegemann-Rockefeller Ice Company	2,000 00 per annum	May 1, 1911
Northerly half of bulkhead between 62d and 63d streets with upland in rear thereof	Standard Gas Light Company	800 00 per annum	May 1, 1911
Privilege to maintain pipe at foot of East 63d street	Standard Oil Company	300 00 per annum	May 1, 1907
Privilege of maintaining a 16-inch suction pipe through bulkhead at East 70th street	American Ice Company	300 00 per annum	Nov. 19, 1910
Bulkhead between 76th and 77th streets	Farmers' Feed Co.	900 00 per annum	Aug. 8, 1911
100 feet of bulkhead south of East 78th street, with privilege of maintaining scales, hoist and hopper	A. J. Forman	1,000 00 per annum	May 1, 1911
Bulkhead platform between 79th and 80th streets	Nathaniel Wise	900 00 per annum	Apr. 11, 1911
Use of land under water for platform between 81st and 82d streets	J. Rheinfrank Company	618 75 per annum	May 1, 1911
Crib bulkhead and platform adjoining north side of East 82d street	Yorkville Independent Hygeia Ice Company	559 30 per annum	May 1, 1911
Land under water for platform near foot of East 83d street	G. Knoche	214 50 per annum	May 1, 1911
Use of upland in rear of bulkhead between 93d and 94th streets	East River Mill and Lumber Company	1,000 00 per annum	May 1, 1911
Bulkhead north of 96th street, East River, and part of pier	Bradley Contracting Co.	4,000 00 per annum	Nov. 16, 1911
1,795 square feet covered by ice-bridge at foot of East 98th street	William Hagadorn	600 00 per annum	May 1, 1911
Bulkhead between 98th and 99th streets	Consolidated Gas Company	1,500 00 per annum	May 1, 1911

HARLEM RIVER.

Description of Property.	Lessee or Occupant.	Rent.	Action of the Commissioner.
South side of Pier at 100th street, with privilege of maintaining ice-bridge, etc.	National Ice Company	1,500 00 per annum	May 1, 1911
Bulkhead at East 105th street	Robert J. Wright & Son	825 00 per annum	May 1, 1911
Maintaining pipe under marginal street and Pier at foot of East 108th street	Harlem Independent Hygeia Ice Company	300 00 per annum	Mar. 3, 1908
Berth at Pier foot 109th street	W. O. Kahrs	1,000 00 per annum	July 17, 1911
103.64 feet inner end Pier, 110th street	Oscar Daniels Co.	2,454 20 per annum	Oct. 16, 1911
Northerly side of pier at East 119th street, with privilege of maintaining ice-bridge, scales, etc.	Montgomery-Dotter Ice Co.	1,500 00 per annum	May 1, 1911
Land under water, north of East 125th street	Pennsylvania Railroad Co.	390 00 per annum	May 1, 1911
Land under water for bridge pier, at 129th street and 2d avenue	Interborough Rapid Transit Company	550 00 per annum	May 1, 1911
Bulkhead and upland from a point half way between 130th and 131st streets to north side of 131st street and upland in rear of same	Terry & Tench Construction Company	760 00 per annum	May 1, 1911
600 square feet upland, 131st and 132d streets	Goodyear Rubber Insulating Co.	152 00 per annum	May 1, 1911
135 feet of bulkhead extending along easterly line of Lexington avenue, with ice-bridge privilege	Martin J. Kane	1,200 00 per annum	May 1, 1911
Floating dump at East 132d street	Henry Steers, Inc.	1,200 00 per annum	Apr. 6, 1911
Bulkhead (100 feet) on the northerly side of East 134th street	Foster-Scott Ice Company	1,200 00 per annum	May 1, 1911
Ten-inch suction pipe through bulkhead foot 136th street	Traders' Hygiene Ice Company	300 00 per annum	May 1, 1907
Land under water for Pier at Lenox avenue	Interborough Rapid Transit Company	229 21 per annum	May 1, 1911
Permit to maintain coal hoisting trestle within the lines of 151st street	Burns Bros.	156 75 per annum	May 1, 1911
Land under water for platform north of 206th street	Alexander Walker	305 50 per annum	May 1, 1911

BRONX.

Description of Property.	Lessee or Occupant.	Rent.	Action of the Commissioner.
Crib platform at the foot of Independence avenue, Spuyten Duyvil	Frederick McPherson	100 00 per annum	May 1, 1911
Exits for cable system through bulkhead at Lincoln avenue	Interborough Rapid Transit Company	300 00 per annum	May 1, 1907
Bulkhead foot of 172d street, Bronx River	P. J. Heaney Company	50 00 per annum	May 1, 1911
Land under water on east side of Westchester creek, south of Main street, Causeway	John S. Bush	165 00 per annum	May 1, 1911
Land under water for temporary Pier south side of Givan's creek, Baychester, The Bronx	John C. Rogers, Jr.	150 00 per annum	May 1, 1911

RICHMOND.

Description of Property.	Lessee or Occupant.	Rent.	Action of the Commissioner.
Space 100 feet in width along bulkhead foot of Elm street, fronting on Richmond Terrace, S. I.	Wm. J. Quinlan	300 00 per annum	July 13, 1911
Space for temporary storage of paving blocks on South street, St. George	Uvalde Asphalt Paving Co.	37 50 per month	Nov. 15, 1911

BROOKLYN.

Description of Property.	Lessee or Occupant.	Rent.	Action of the Commissioner.
Space on north side of 60th street, South Brooklyn, for boat house	Excelsior Yacht Club	100 00 per annum	May 1, 1911
150 feet south side outer end of pier between 51st and 52d streets, Brooklyn	Knickerbocker Ice Company	1,500 00 per annum	May 1, 1911
Derrick and storage bin between 33d and 35th streets	E. C. Smith Contracting Co.	120 00 per month	May 1, 1911
Bulkhead foot Sackett street, Gowanus Canal	John F. Schmadeke	165 00 per annum	May 1, 1911
Cable crossing foot of 1st street, Gowanus Canal	New York and New Jersey Telephone Company	25 00 per annum	May 1, 1911
Bulkhead on westerly side of DeGraw street, Gowanus Canal	Z. O. Nelson & Son	165 00 per annum	May 1, 1911
175 feet of bulkhead on easterly side of Clinton avenue extension, with privilege of maintaining dumping board	O'Brien Bros.	1,650 00 per annum	May 1, 1909
150 feet of bulkhead Clinton avenue extension with upland in rear extending back a distance of 30 feet	Frank M. Knauss	75 00 per month Holding over	May 14, 1910
200 feet Bulkhead west of Fleeman street, Wallabout Basin	Patterson & Elder	2,000 00 per annum	Dec. 1, 1911
Southerly half of bulkhead between Piers 3 and 4, Wallabout Basin	Foster-Scott Ice Company	825 00 per annum	May 1, 1911
Berth, north side outer end Pier 4, Wallabout Basin	Baltimore & Ohio Railroad Company	1,600 00 per annum	May 12, 1911
Berth for barge, north side Pier 5, Wallabout Basin	Chas. Schaefer & Son	900 00 per annum	May 1, 1911
Berth westerly side of Hewes street, Kent avenue basin, Wallabout Canal, with privilege for ice-bridge	August Grell	1,000 00 per annum	May 1, 1911
125 feet of bulkhead Wallabout Canal, opposite Rodney street, with coal hoist and scales	John F. Schmadeke	1,000 00 per annum	May 1, 1911
Northerly side of Pier foot of South 5th street	L. Boyer's Sons Company	1,320 00 per annum	May 1, 1911
Permit to land propellers to take on freight at Metropolitan avenue pier	Harlem & Morrisania Cons. Transportation Line	660 00 per annum	May 1, 1911
Space for building, foot Ocean avenue, Sheepshead Bay	Mrs. H. Morris	250 00 per annum	May 1, 1911
Space for building, foot Ocean avenue, Sheepshead Bay	M. R. Boyle	300 00 per annum	May 1, 1911
Land under water foot of East 27th street, Sheepshead Bay	George C. Tappen	150 00 per annum	May 1, 1911
Maintain a house-boat and gang-plank connecting with Shore boulevard	Mrs. J. A. Schluchtner	12 00 per annum	July 7, 1910
50 feet north side Pier, 51st and 52d streets	Commercial Coal Co.	750 00 per annum	Oct. 3, 1911
Storage of piles, Whale Creek	James D. Leary	[illegible]00 00 per month	Sept. 27, 1911

QUEENS.

Description of Property.	Lessee or Occupant.	Rent.	Action of the Commissioner.
Land under water for jetties east side Barren Island, Jamaica Bay	N. Y. Sanitary Utilization Co.	1 00 per annum	May 9, 1911
Land under water for pier south side Barren Island, Jamaica Bay	Cove Chemical Co.	100 00 per annum	June 6, 1911

QUEENS.

Temporary Permits for the Use of Water-front Land Granted by the Commissioner of Docks, Terminating May 1, 1912, or Earlier at the Pleasure of the Commissioner, and in Force December 31, 1911.

Location.	Name of Permittee.	Annual Rental.	Granted.
Privilege to maintain pipe at foot of Nott street.........	Standard Oil Company...	$300 00	May 1, 1907
Goose Creek.			
Lot 134......................	August Schaefer	12 00	May 15, 1908
Lot 135......................	Joseph Steiner and Edw. F. Schwanke	12 00	Sept. 16, 1907
Lot 138......................	Joseph Paul	85 68	Sept. 16, 1907
Lot 151......................	Joseph Paul	30 00	May 15, 1908
Lot 158......................	August Schaefer and Joseph Keafer	12 00	May 15, 1908
Lot 162......................	Chas. Noehren, Jr.......	30 00	May 15, 1908
Lot 163......................	Chas. Noehren, Jr.......	31 50	May 15, 1908
Lots 174 and 175.............	Mrs. Elizabeth Hesbach..	101 40	Oct. 11, 1907
Lot 187......................	C. F. Lauer	30 00	May 15, 1908
Lot 190......................	Monroe & Remsen.......	60 00	May 15, 1908
Lot 192......................	Chas. Noehren, Jr.......	30 00	May 15, 1908
Lot 197......................	Cap. John Tilley.........	60 00	May 15, 1908
Lot 403......................	Fred. Behrendt	38 70	Mar. 23, 1911
Lots 404 and 405.............	Geo. F. Garbe...........	63 60	Feb. 25, 1908
Lots 407, 408 and 409..........	Chas. Noehren	105 84	July 17, 1908
Lot 411......................	Clifford S. Hadley.......	36 60	July 17, 1908
East High Meadow.			
Lot 90.......................	Mrs. Caroline Kenn......	42 00	Nov. 25, 1907
Lot 417......................	John B. Merrill..........	90 00	June 1, 1909
Plot	Alex. F. Baylis & W. A. Shipley	12 00	Aug. 30, 1907
Hassock Creek.			
Lot 94.......................	Garrison, Higginbotham & Angelman	12 00	Oct. 10, 1907
Straight Creek Marsh.			
Lot 93.......................	Wm. H. Watts..........	12 00	May 15, 1908
Broad Creek Marsh.			
Lot 89.......................	John Simons	25 20	Apr. 29, 1908
Duck Creek Marsh.			
Lot 97.......................	Alexander Watts	12 00	Dec. 22, 1909
Rockaway Point.			
Plot at Rockaway Inlet.	Nils Friberg	36 55	Aug. 17, 1911
The Raunt.			
Lot 100......................	Chas. Grolz	34 20	Sept. 16, 1907
Lot 101......................	Liberty Island Rod and Gun Club	36 00	July 25, 1907
Lot 115......................	J. A. Billings............	36 00	May 15, 1908
Lot 118......................	John Pashke	78 00	Oct. 11, 1907
Lot 120......................	James A. Dimelow.......	54 00	Sept. 16, 1907
Lot 122......................	Edward J. McGlynn......	77 88	June 24, 1909
Lot 123......................	Richard Shoemaker	25 20	May 15, 1908
Lot 124......................	Mrs. Ada Smith..........	24 00	Feb. 26, 1910
Lot 125......................	John Freeman	12 00	May 15, 1908
Lot 126......................	Wm. H. Morgan.........	12 00	Apr. 15, 1908
Lot 127......................	Edw. H. Muir...........	31 20	Sept. 16, 1907
Lot 128......................	Edw. E. Kochkeller......	55 80	Apr. 27, 1908
Lot 129......................	W. H. Watts............	27 36	Oct. 11, 1907
Lot 130......................	Hiram Cadmus	60 00	May 15, 1908
Lot 131......................	Richard Shoemaker	60 00	May 15, 1908
Lots 132 and 160.............	Mary K. Reicholt........	64 20	May 19, 1910
Lot 133......................	J. Mason Van Kleeck....	15 00	May 15, 1908
Lot 147......................	Geo. Starkey	21 60	May 15, 1908
Lot 149......................	Jacob J. Hoffman........	22 20	May 15, 1908
Lot 150......................	Trident Fish & Gun Club.	36 00	Sept. 16, 1907
Lot 152......................	Jas. Knapton	40 20	Sept. 25, 1911
Lot 153......................	J. J. Goodman, M.D......	51 60	May 15, 1908
Lot 155......................	James L. Jordan.........	45 00	May 15, 1908
Lot 156......................	Geo. Starkey	45 00	May 15, 1908
Lot 157......................	Chas. Grolz	30 00	Sept. 16, 1907
Lot 165......................	The Raunt Club..........	173 40	May 15, 1908
Lot 168......................	Jas. V. Dunleavy.........	16 80	Oct. 11, 1907
Lot 169......................	Edw. H. Muir............	14 40	Sept. 16, 1907
Lot 170......................	Joseph Sehy	81 98	Mar. 30, 1911
Lot 171......................	Dolphin Club	81 60	May 15, 1908
Lots 172, 195, 196, 418, 422 and 423	Matthew J. Sullivan.....	240 00	Oct. 10, 1910
Lot 173......................	Chas. Linden	23 10	Sept. 25, 1911
Lot 178......................	Mrs. W. H. Murray.....	18 00	Sept. 16, 1907
Lot 179......................	Hamilton Club	30 00	Sept. 16, 1907
Lot 180......................	Adam Straub	33 60	May 15, 1908
Lot 181......................	Joseph Endres	49 20	May 15, 1908
Lot 182......................	Kochler Boat Club.......	20 52	Feb. 4, 1910
Lot 183......................	Fidelia Fishing Club.....	20 20	Aug. 23, 1907
Lot 184......................	Warren Cornell	43 68	May 15, 1908
Lot 185......................	W. Ross Martin, M.D...	43 20	Dec. 11, 1907
Lot 186......................	White Star Rod & Gun Club	24 00	May 15, 1908
Lot 187......................	C. F. Lauer.............	30 00	July 25, 1907
Lot 193......................	Wm. C. Liebfried........	30 00	May 7, 1908
Lot 194......................	Concord Launch Club....	30 00	May 15, 1908
Lot 400......................	Conrad Boller	36 00	May 15, 1908
Lot 402......................	Kensington Rod & Gun Club	30 00	Sept. 13, 1907
Lot 406......................	Mrs. Ethelinda Powell....	34 00	May 2, 1911
Lot 410......................	Kensington Rod & Gun Club	30 00	July 20, 1908
Lot 412......................	Selah H. Hitchcock......	30 00	July 24, 1908
Lot 413......................	C. H. Watts............	30 00	July 28, 1908
Lot 414......................	Kensington Rod & Gun Club	33 00	July 27, 1911
Lot 416......................	Thos. F. Martin	42 00	Apr. 7, 1909
Lot 420......................	Siegfried Bernhards	23 40	June 11, 1909
Lot 424......................	Big Four Fishing Club....	30 00	June 9, 1909
Lot 425......................	J. G. Weishaupt..........	66 00	Aug. 23, 1909
Lot 426......................	Alfred E. Dillman.......	63 00	Oct. 4, 1910
Lot 430......................	Anna Stehle	29 40	Apr. 28, 1910
Lot 432......................	Chas. W. Sprague.......	36 00	Aug. 1, 1910
Lot 433......................	North Star Boat Club....	36 00	Aug. 1, 1910
Lot 434......................	Chas. Kublin	30 00	Oct. 23, 1911
Lot 435......................	James Humphrey	30 60	Feb. 3, 1911
Lots 437 and 438.............	M. C. Gertel............	57 30	Mar. 25 and Apr. 12, 1911
Plot	Mary V. Meeteer........	10 00	July 1, 1905
Broad Channel.			
Block 1, Lots 1-4.............	Joseph Thomas	94 66	Apr. 30, 1910
Block 1, Lot 5................	Benedict Brenner	15 60	May 15, 1908
Block 1, Lot 6................	Chas. H. Matty..........	12 00	June 18, 1908
Block 1, Lot 7................	Chas. Dehyle	26 28	May 15, 1908
Block 1, Lot 8................	R. John McGarvey.......	21 60	May 15, 1908
Block 1, Lot 9................	Jacob C. Vollharder.....	40 85	May 15, 1908
Block 1, Lot 12...............	F. J. Sperling...........	46 50	Sept. 7, 1909
Block 1, Lot 13...............	Edward Karscher	32 10	May 15, 1908
Block 1, Lots 14 and 15.......	Frank Hammer & Co....	66 00	May 15, 1908
Block 2, Lots 1 and 2.........	Edward Mammen	25 38	May 13, 1909
Block 2, Lot 3................	Ira J. Ackerman.........	13 50	May 15, 1908
Block 2, Lot 4................	Joseph Stehle	35 10	Sept. 7, 1909
Block 2, Lot 5................	Wm. F. Phillips.........	19 50	May 15, 1908
Block 2, Lot 6................	Henry Schuler	45 00	Sept. 7, 1909
Block 2, Lot 8................	John Sultan	17 10	May 15, 1908
Block 2, Lot 29...............	Wawanda Club	31 20	May 15, 1908
Block 2, Lot 31...............	Paul Frey	26 40	Oct. 11, 1907
Block 2, Lot 32...............	Mrs. Sophia White......	19 80	May 14, 1910
Block 2, Lot 34...............	Albert Wunder	17 40	Dec. 10, 1909
Block 2, Lot 36...............	Egon Eisenhauer	30 00	May 15, 1908
Block 3, Lot 3................	Mrs. Eva Wood.........	30 00	July 21, 1910
Block 3, Lot 5................	Louis Lovett	22 50	Aug. 5, 1910
Block 3, Lot 4................	Louis F. Miller..........	26 26	May 6, 1911
Block 3, Lot 6................	Mrs. Carrie Stark........	16 50	Dec. 10, 1909
Block 3, Lot 10...............	Mrs. Catharine Hese.....	16 50	May 15, 1908
Block 3, Lot 11...............	Alfred Shaw	22 80	Oct. 11, 1907
Block 3, Lot 13...............	Caroline Kenn	21 74	Apr. 17, 1909
Block 4, Lot 1................	Geo. J. Wenk...........	37 03	Aug. 8, 1910
Block 4, Lot 3................	Gustave F. Damm.......	22 50	July 13, 1911
Block 4, Lot 6................	Louis Jordan	28 20	May 11, 1911
Block 4, Lot 7................	Unity Fishing Club.......	18 00	May 15, 1908
Block 6, Lot 1................	C. Young	33 60	May 17, 1911
Block 6, Lot 1a...............	Benjnamin Shaw	21 00	Sept. 16, 1907
Block 6, Lot 2a...............	A. Valois	42 00	Sept. 16, 1907
Block 6, Lot 3a...............	Joseph Shaw	21 00	May 15, 1908
Block 6, Lot 4................	Mrs. Ella Manoell........	30 00	June 1, 1910
Block 6, Lot 5................	Leopold Marx	36 00	Sept. 16, 1907
Block 6, Lot 11...............	Wm. B. Robinson, Jr.....	48 81	Dec. 16, 1911
Block 7, Lot 2................	Henry A. Vogt...........	67 80	May 11, 1910
Block 7, Lots 4, 5, 6 and 7.....	Henry C. L. Wenk.......	110 52	Sept. 8, 1909
Block 7, Lots 8, 9, 10..........	Wm. P. Wagner.........	55 44	Oct. 11, 1907
Block 7, Lots 11 and 12.......	Chas. A. Wagner........	66 42	Sept. 1, 1911
Block 7, Lots 13 and 14.......	Edward Gunnell	53 76	Sept. 1, 1910
Block 7, Lots 15 and 16.......	Chas. Hasslacher	82 44	Sept. 13, 1910
Block 7, Lots 17 and 18.......	Otto J. Sporck..........	74 51	May 15, 1908
Block 7, Lot 19a..............	Ernst A. T. Bjerrun.....	40 26	May 15, 1908
Block 7, Lot 24...............	Dennis O'Neil	47 62	May 15, 1908
Block 7, Lot 26...............	Mrs. Mary Seiler........	38 40	Aug. 15, 1907
Block 7, Lot 27...............	J. E. Brundin...........	30 00	Aug. 12, 1908
Block 7, Lot 28...............	John Palmer	57 60	May 15, 1908
Block 7, Lot 29...............	Chas. Suffie	40 32	May 15, 1908
Block 7, Lot 30...............	Henry A. Renken........	37 92	Oct. 6, 1909
Block 7, Lot 31...............	Wm. H. Bale & Fredk. Clemens	28 44	Jan. 13, 1911
Block 7, Lot 32...............	Marion Boat Club........	55 20	Oct. 11, 1907
Block 7, Lot 33...............	F. L. McSorley..........	35 40	May 15, 1908
Block 7, Lot 34...............	F. L. McSorley..........	34 08	May 15, 1908
Block 7, Lot 35...............	Chas. Robertson	40 64	Oct. 11, 1907
Block 7, Lot 36...............	Dorscht Lodge Y. C.....	39 00	Sept. 16, 1907
Block 7, Lot 37...............	Einsetter & Gluck	37 94	Oct. 15, 1909
Block 7, Lot 38...............	Rip Roarer Boat Club....	36 74	May 15, 1908
Block 7, Lot 39...............	Owl Fishing Club........	34 80	May 15, 1908
Block 7, Lot 40...............	Mary E. Rosner..........	32 70	Dec. 20, 1909
Block 7, Lot 41...............	Mary Gorman	30 90	Oct. 16, 1911
Block 7, Lot 42...............	Valentine Schrepfer	29 26	May 15, 1908
Block 8, Lot 14...............	R. J. McGarvey..........	34 22	July 6, 1908
Block 9, Lot 7................	Max Kahlert	15 30	Mar. 15, 1911
Block 10, Lot 1...............	Geo. Horner	36 00	June 30, 1911
Block 10, Lot 6...............	Gordon C. Tuttle........	35 27	June 30, 1908
Block 10, Lot 7...............	Frank B. Arnzen.........	23 98	June 23, 1908
Block 10, Lot 12..............	James Smith	33 84	July 28, 1908
Block 12, Lot 3...............	Jos. G. Kenn............	16 50	June 17, 1909
Block 12, Lot 16..............	Geo. J. Butt.............	30 00	Aug. 23, 1909
Block 12, Lot 19..............	Mrs. Rose Ringston......	30 00	Aug. 19, 1909
Block 13, Lot 4...............	Arbuckle and Dougherty..	25 40	Aug. 31, 1909
Block 13, Lot 11..............	Jas. F. Brogan...........	31 50	Feb. 14, 1911
Block 14, Lot 2...............	Louis C. Ott............	40 32	Sept. 16, 1907
Block 14, Lot 3...............	Aetna Fishing Club......	50 04	May 15, 1908
Block 14, Lot 4...............	Bernard Dougherty	35 16	May 15, 1908
Block 14, Lot 5n..............	John J. Denise..........	37 36	May 15, 1908
Block 14, Lot 5s..............	Herman J. Ulrich........	18 48	Sept. 16, 1907
Block 14, Lot 6...............	Chas. Siglinger	13 44	Nov. 19, 1907
Block 14, Lots 7 and 14.......	Mary A. Winkelseth.....	39 29	May 15, 1908
Block 14, Lots 8 and 9........	Louis C. Ott............	18 72	May 15, 1908
Block 14, Lot 10..............	Tony S. Massimo........	12 00	Sept. 16, 1907
Block 14, Lot 11..............	Louis C. Ott............	20 64	May 15, 1908
Block 14, Lot 12..............	Wm. D. Kelland.........	12 00	Sept. 16, 1907
Block 14, Lot 13..............	Frederick Gessler	12 24	May 15, 1908
Block 14, Lot 15..............	Hill & Brockman.........	18 74	Aug. 10, 1911
Block 14, Lot 15a.............	Chas. A. Zeiss...........	20 10	May 15, 1908
Block 14, Lot 16..............	Edward Baker	32 24	May 15, 1908
Block 14, Lot 17..............	Pastime Fishing Club....	30 00	May 15, 1908
Block 14, Lots 18, 19, 20 and 21	Christian Hoobs	74 40	May 15, 1908
Block 14, Lot 21a.............	Christian Hoobs	29 40	Oct. 22, 1909
Block 15, Lot 1...............	T. F. Reardon...........	30 00	Mar. 15, 1911
Block 15, Lot 11..............	Rev. H. F. Murray.......	30 00	June 1, 1908
Block 15, Lot 12..............	Rev. H. F. Murray.......	30 00	Nov. 30, 1908
Block 15, Lot 15..............	Val. Mahlman	24 00	June 26, 1908
Block 15, Lot 17..............	George Kinder	30 00	July 13, 1909
Block 15, Lot 19, and Block 17, Lot 25......................	Frederick Eckhardt	60 00	Dec. 24, 1907
Block 15, Lot 18, and Block 17, Lot 26......................	Frederick Eckhardt	60 00	Mar. 24, 1909
Block 15, Lot 25..............	Edw. F. Lafferty.........	12 60	May 15, 1908
Block 16, Lot 17..............	J. H. Mitchell............	30 00	Apr. 6, 1910
Block 17, Lot 11..............	J. Richard	30 00	Sept. 16, 1907
Block 17, Lot 14..............	Mrs. Susan T. Provost...	30 00	Mar. 22, 1909
Block 17, Lot 15..............	Geo. T. Provost, Jr......	24 00	Mar. 31, 1908
Block 17, Lot 17..............	Valentine Elbert	30 00	June 29, 1909
Block 17, Lot 18..............	Frederick Eckhardt	30 00	Sept. 16, 1907
Block 17, Lot 19..............	Frederick Eckhardt	30 00	Sept. 16, 1907
Block 18, Lot 1...............	Geo. Diemer	33 00	Feb. 24, 1909
Block 18, Lot 6...............	Henrietta A. Woodcock...	33 00	Mar. 27, 1911
Block 18, Lot 7...............	Geo. C. Breivogel........	33 00	Sept. 16, 1907
Block 18, Lot 8...............	Chas. P. Gaelzenrichter...	33 00	May 15, 1908
Block 18, Lot 9...............	Lawrence W. Rice.......	33 00	Oct. 17, 1907
Block 18, Lot 10..............	Wm. Gay	33 00	Aug. 13, 1907
Block 18, Lot 11..............	Louis A. Steinmetz.......	33 00	May 15, 1908
Block 18, Lot 12..............	Edgar L. Moore.........	33 00	May 15, 1908
Block 19, Lot 6...............	Owen J. Devine.........	30 00	June 21, 1911
Block 19, Lot 10..............	O'Rourke & Lyken.......	16 04	Nov. 10, 1910
Block 19, Lot 11..............	Cheerful Liars F. C.....	14 26	Feb. 25, 1908
Block 19, Lot 13..............	David Hensler	12 60	May 27, 1908
Block 19, Lot 14..............	Robt. Brownell	12 00	Aug. 23, 1910
Block 19, Lot 30..............	Wm. Sherwood	27 00	Apr. 13, 1910
Block 19a, Lot 1..............	Wm. Morlock	42 29	May 23, 1911
Block 19a, Lots 2 and 3.......	Wm. Carey	60 00	May 13, 1909
Block 19a, Lot 4..............	Gaiety Yacht Club.......	88 80	Dec. 1, 1909
Block 19a, Lot 5..............	F. J. Kramer............	53 00	May 26, 1911
Block 19a, Lot 25.............	J. Oberly	30 00	May 15, 1908
Block 19a, Lot 26.............	Frederick Wills	30 00	May 15, 1908
Block 19a, Lot 27.............	Chas. P. Monett.........	30 00	Apr. 14, 1910

Location.	Name of Permittee.	Annual Rental.	Granted.
Block 19a, Lot 28	Sea Gull Fishing Club	27 00	May 15, 1908
Block 19a, Lot 29	Martin P. W. Wolf	28 00	Sept. 10, 1908
Block 19a, Lots 31, 32 and 33.	Chas. Schmitt	90 00	Oct. 11, 1907
Block 19a, Lot 34	Chas. Schmitt	30 00	Oct. 29, 1907
Block 19a, Lot 35	National Boat Club	30 00	May 15, 1908
Block 19a, Lot 36	Rudolph Bechtold	30 74	Sept. 2, 1911
Block 19b, Lot 5	Louis H. Eucker	30 00	June 29, 1909
Block 19b, Lot 7	August G. Faber	30 00	Oct. 7, 1909
Block 20, Lot 1	E. Bittorf	33 00	May 15, 1908
Block 20, Lot 2	E. Bittorf	33 00	Mar. 22, 1909
Block 20, Lot 5	Pauline Kaufman	33 00	July 28, 1908
Block 20, Lot 10	Chas. A. King	24 18	May 15, 1908
Block 20, Lot 14	A. D. Sullivan	20 84	Apr. 30, 1908
Block 20, Lot 17	Geo. O'Shea	24 00	May 15, 1908
Block 20, Lot 17a	Geo. O'Shea	16 80	June 15, 1910
Block 20, Lot 24	F. J. Robinson	33 00	Jan. 30, 1909
Block 20, Lot 25	Semar & Fessler	33 00	Apr. 7, 1909
Block 20, Lot 26	Henry J. Lehman	33 00	Dec. 10, 1909
Block 21, Lot 1	Thos. F. Cary	33 90	Sept. 16, 1907
Block 21, Lot 2	Geo. B. & Ella Kinder	33 60	May 15, 1908
Block 21, Lot 3	John C. Schroeder	33 60	May 15, 1908
Block 21, Lot 4	James T. Harris	33 60	Sept. 16, 1907
Block 21, Lot 5	Oakelman Bros. & Kroeger	33 60	May 11, 1910
Block 21, Lot 6	John S. Burnett	33 60	May 15, 1908
Block 21, Lot 7	Bilms & Shaughnessy	33 60	May 15, 1908
Block 21, Lot 8	Mrs. Minnie Fellows	33 60	Oct. 4, 1910
Block 21, Lot 9	Crescent Quartette Club	33 60	Sept. 16, 1907
Block 21, Lot 10	Geo. J. C. Shields	33 60	Sept. 16, 1907
Block 21, Lots 11 and 12	P. C. Eckhardt	66 44	Sept. 16, 1907
Block 21, Lot 13	Arthur C. Zimmer	32 40	July 25, 1907
Block 22, Lots 1 and 2a	Fred Balheimer	41 94	Sept. 16, 1907
Block 22, Lots 2b and 3	Murcott & Steffens	53 54	Sept. 16, 1907
Block 22, Lot 4	Eggers & Schmidt	32 88	May 15, 1908
Block 22, Lots 5 and 6	Adam Rothar	68 84	Mar. 14, 1910
Block 22, Lot 7	Charles Reinig	33 00	May 15, 1908
Block 22, Lot 8	Edward Severin	31 20	May 20, 1910
Block 22, Lot 9	Lafayette Fishing Club	29 40	May 13, 1910
Block 22, Lot 9w	Ellen Heiber	12 00	Jan. 29, 1910
Block 23, Lots 1-10	Wm. D. Dorman	62 50	Apr. 26, 1911
Block 24, Lots 1 and 2	Enterprise Fishing Club	102 06	May 15, 1908
Block 24, Lot 3	Enterprise Fishing Club	12 00	May 21, 1908
Block 24, Lot 2a	Entre Nous Fishing Club.	28 80	May 15, 1908
Block 24, Lot 3a	Peter Brennan	25 44	May 15, 1908
Block 24, Lots 4-10	Edw. H. Schleuter	89 28	July 19, 1911
Block 27, Lot 1	Robert O'Grady	21 00	Aug. 10, 1911
Block 27, Lot 5	Michael J. Curry	42 00	Apr. 7, 1909
Block 27, Lots 7-11	Edward Schuster	217 50	Apr. 6, 1909
Block 28, Lot 8	Geo. J. Van Nostrand	25 50	July 13, 1909
Block 28, Lot 11	Harry C. Johnson	22 50	July 13, 1909
Block 28, Lot 12	John H. Trotte	25 50	May 9, 1910
Block 29, Lot 4	Michael J. Forbes	12 00	May 15, 1908
Block 29, Lot 35	Max Gluck	30 00	May 11, 1911
Block 29, Lot 37	Mrs. J. Harris	30 00	July 7, 1910
Block 29, Lot 38	Ada Williamson	30 00	Dec. 14, 1911
Block 29, Lot 40	R. C. Jarrold	30 00	Mar. 12, 1908
Block 29, Lot 42	Arthur W. Miller	30 00	May 15, 1908
Block 29, Lot 46	Albert Henderson	30 00	Mar. 22, 1911
Block 29, Lot 47	No Name Club	30 00	May 15, 1908
Block 29, Lot 48	August Schmiemann	33 18	Sept. 22, 1911
Block 30, Lot 1	Tanzer & Kaufman	30 00	Sept. 17, 1907
Block 30, Lot 2	Mrs. J. Demand	27 36	May 25, 1908
Block 30, Lot 3	Jas. Williamson	15 44	Oct. 11, 1907
Block 30, Lot 24	Archie Jarrold	32 00	Apr. 7, 1911
Block 30, Lot 31	Thos. E. Rand	14 40	July 13, 1909
Block 30, Lots 35 and 36	W. G. Gundlach	27 00	June 7, 1909
Block 30, Lot 37	Fred Griefenstein	13 50	May 2, 1911
Block 30, Lot 38	C. H. Edison	12 00	Aug. 19, 1911
Block 30, Lot 39	Margaret H. Conly	33 00	Feb. 20, 1911
Block 30, Lot 40	Edw. F. Garcia	12 60	May 15, 1908
Block 30, Lot 41	Stephen Golding	12 60	Mar. 31, 1908
Block 30, Lot 42	Chas. B. Montegolfe	12 60	June 10, 1909
Block 34, Lot 1	George Stenger	40 50	Apr. 21, 1910
Block 34, Lot 3	Everett W. Sharkey	30 00	Sept. 16, 1907
Block 34, Lot 6	R. A. Sharkey	38 40	May 15, 1909
Block 34, Lot 9	Andrew Elliott et al	39 00	May 15, 1908
Block 34, Lot 13	J. Wertheimer, M.D	35 40	Mar. 3, 1911
Block 34, Lot 16	Fred G. Frank	29 10	May 18, 1909
Block 34, Lot 19	Gustav Hoppe	27 00	Apr. 30, 1908
Blocks 35, Lots 1, 2 and 3	P. O. Connor	60 74	Sept. 10, 1908
Block 35, Lot 4	P. O. Connor	35 40	July 13, 1909
Block 35, Lot 5	Cyrus Agnew	36 00	Feb. 4, 1910
Block 35, Lot 6	Agnes Agnew	36 60	Feb. 4, 1910
Block 35, Lot 9	Edward Ellinger Co	34 20	July 13, 1910
Block 35, Lot 10	Jno. F. Timmons	32 40	Nov. 30, 1908
Block 35, Lots 12 and 13	Flanagan & Murray	60 00	July 31, 1911
Block 35, Lot 14	John S. Burnett	30 00	May 10, 1909
Block 35, Lot 15	Cowan & Maguire	30 00	May 15, 1908
Block 35, Lot 16	Chas. Van Sise	30 00	May 6, 1909
Block 35, Lot 17	P. O'Connor	30 00	Oct. 11, 1907
Block 35, Lots 18-19	J. F. Trommer Brewing Co.	60 00	Sept. 16, 1909
Block 35, Lots 20-23	J. F. Trommer Brewing Co.	120 00	Oct. 19, 1909
Block 41, Lots 1-2, Block 42, Lots 1 and 2	Mrs. L. B. Willett	91 50	May 15, 1908
Block 43, Lots 4-5-6	W. R. Rhinehart	39 60	Apr. 11, 1910
Block 45, Lots 17-18-19	Mrs. Martha W. Harbordt	67 50	Apr. 14, 1910
Block 45, Lot 20	Alex. Stewart	30 90	May 9, 1910
Block 45, Lots 21-21a-22-23-24.	Heywood & Van Brunt	71 76	Mar. 17 and June 28, 1911
Block 45, Lot 25	John J. Kee	21 30	Sept. 7, 1910
Block 45, Lot 26	P. H. Monett	22 20	Nov. 29, 1910
Block 45, Lot 27	Rockaway Inlet Boat Club	25 50	Nov. 2, 1910
Block 45, Lot 28	Chas. H. Barrett	27 00	Oct. 29, 1907
Block 45, Lot 29	Jennie G. Davey	27 60	June 2, 1909
Block 45, Lot 30	Conrad Garbe	28 80	June 2, 1909
Block 45, Lot 31	John F. Kinder	29 40	Mar. 28, 1911
Block 45, Lot 32	R. Lathrop	29 40	May 9, 1911
Block 46, Lot 84	J. Frederick	16 80	Aug. 19, 1911
Block 47, Lot 3	Wm. J. Casey	30 60	Apr. 27, 1910
Block 47, Lot 1	Geo. E. Cutler	30 00	Aug. 5, 1910
Block 47, Lot 2	Geo. E. Cutler	30 00	May 9, 1910
Block 47, Lot 4	Lewis Maurer	32 40	Apr. 6, 1910
Block 47, Lot 5	Adolph Lang	33 60	May 15, 1911
Block 100, Lot 7	John J. Bridges	31 20	Sept. 16, 1907
Block 100, Lot 7a	Alfred E. Homburg	27 36	Dec. 1, 1909
Block 100, Lot 12	Frank Goehringer	22 50	May 15, 1908
Block 100, Lot 13	C. Broschard	26 54	May 15, 1908
Block 100, Lot 14	August Hahn	24 00	July 17, 1908
Block 100, Lot 15	Frederick Suesser	23 10	May 26, 1908
Block 100, Lots 16 and 17	Fred Brenner, Jr	31 03	May 15, 1908
Block 101, Lot 1	Herbert Maas	24 75	July 31, 1911
Block 101, Lot 2	Jacob Oehrig	24 00	Apr. 26, 1910
Block 101, Lot 3	Chas. Robertson	24 00	Apr. 26, 1910
Block 101, Lot 4	Lincoln & Vesslage	12 00	Jan. 24, 1910
Block 101, Lot 5	C. Henry Otten	12 36	Oct. 30, 1911
Block 101, Lot 6	Mark Draycott	12 00	July 11, 1911
Block 101, Lot 7	Alfred E. Homburg	16 20	Dec. 1, 1909
Block 101, Lot 8	Emil H. Peterson	14 04	Feb. 15, 1911
Block 102, Lot 1	L. Henry Jurgens	24 00	Apr. 26, 1910
Block 102, Lot 3	Chas. H. Hanking	22 50	May 22, 1911
Block 102, Lots 4 and 5	Nathaniel Thurston, Jr	47 40	Jan. 13, 1911
Block 102, Lot 7	John W. Engel	27 90	May 1, 1911
Block 102, Lot 10	Harry W. Hollsberg	28 20	Nov. 27, 1911
Block 102, Lot 17	Fred'k Engel	28 80	Nov. 8, 1911
Block 105, Lot 9	Mrs. Jeanette Lattman	28 80	June 2, 1911
Block 105, Lot 10	Chas. W. Dyer	18 90	Oct. 25, 1911
Block 105, Lot 11	Dresel & Gehrlein	16 80	June 1, 1910
Block 106, Lot 13	John W. Gerhardt	30 00	May 26, 1911
Block 106, Lot 14	John Campbell	37 44	June 19, 1911
Block 108, Lot 1	Chas. Richard	12 00	Sept. 16, 1907
Block 109, Lots 1 and 2	Siainti Rod and Gun Club	60 60	Sept. 16, 1907
Block 109, Lots 3 and 4	John McCurry	61 80	May 15, 1908
Block 109, Lot 5	Ellen C. Mahlon	27 30	Oct. 5, 1909
Block 109, Lot 6	Anna Winter	27 30	Aug. 24, 1909
Block 109, Lot 7	Wm. A. Black	27 76	May 15, 1908
Block 109, Lot 8	John J. Lambert	28 20	May 15, 1908
Block 109, Lot 9	Chas. Kalkbrenner	27 30	Aug. 16, 1910
Block 109, Lot 10	Wm. Engel	25 00	Apr. 17, 1908
Block 109, Lot 11	Pocone Club	25 00	Feb. 28, 1910
Block 109, Lots 12 and 13	Kalkbrenner & Exner	49 60	May 15, 1908
Block 109, Lots 14 and 15s	Chas. P. Weis	39 30	Mar. 12, 1908
Block 109, Lots 15n and 16	John A. Schoepp	36 90	Apr. 6, 1908
Block 109, Lot 17	Edw. H. Madison	21 00	Sept. 10, 1907
Block 109, Lot 18	Gardner & Muehleck	18 00	Aug. 23, 1910
Block 111, Lot 1	Paul & Wm. Boest	15 94	Apr. 14, 1909
Block 111, Lot 2	Herman Hoffman	15 90	June 26, 1909
Block 111, Lot 3	Neil J. Skou	18 60	July 13, 1909
Block 111, Lot 4	Arthur Tarrant	22 50	Dec. 15, 1909
Block 111, Lot 5	Frank Denig	25 50	Dec. 14, 1909
Block 111, Lot 6	Geo. Kraemer	30 44	Aug. 29, 1911
Block 111, Lot 26	John Siegler	17 24	Aug. 29, 1911
Lot 140	Wm. H. Leonhard	21 60	Aug. 10, 1909
Lot 142b	Jacob J. Velten	17 40	May 1, 1911
Lot 142a	John W. Murcott	12 60	June 28, 1911
Lot 143	Chas. Whelan	15 00	May 15, 1908
Lot 145	Frederick Gessler	15 00	May 15, 1908
Lot 146	C. J. Lawler	15 00	May 15, 1908
Lot 161	Louis C. Ott	12 00	Sept. 16, 1907
Lot 189	Wm. P. Amberman	48 89	May 15, 1908
Lot 414	Michael P. Burke	15 00	Nov. 4, 1908
Lot 419	Otto Schmidt	12 00	June 5, 1909
Boardwalk between Lots 8 and 9, Block 22, Broad Channel	Pastime Fishing Club	1 00	May 15, 1908

SCHEDULE "C."

Subdivision 2—List of Privileges on Recreation Piers.

Description of Property.	Lessee or Occupant.	Term of Tenancy.	Rent.	Right of Tenancy.
		NORTH RIVER.		
Vending Machines on Recreation Piers, Manhattan.	John D. Antonopolus	Season of 1911	$533 33 for the season	May 3, 1911
Refreshment Privilege on Recreation Pier No. 43, Barrow st.	Bartholomew C. Sullivan	Season of 1911	50 00 for the season	May 3, 1911
Booths on Recreation Piers, at Pier 43 and foot of 50th st., North River, 3d and 21st sts., East River and 112th st., Hudson River, for distribution of Milk	Nathan Straus	Season of 1911	5 00 for the season	May 3, 1911
Refreshment Privileges on Recreation Pier at W. 50th st.	Simon O'Kane	Season of 1911	200 00 for the season	May 3, 1911
Refreshment Privilege on Pier, W. 129th st.	Morris Altman	Season of 1911	180 00 for the season	May 3, 1911
		EAST RIVER.		
Refreshment Privilege on Pier 30	Anne Edelson	Season of 1911	60 00 for the season	May 3, 1911
Refreshment Privileges on Pier, E. 3d st.	D. Lippman	Season of 1911	50 00 for the season	May 3, 1911
Refreshment Privileges on Recreation Pier, foot of E. 24th st.	Julius Goldsmith	Season of 1911	50 00 for the season	May 3, 1911
		HARLEM RIVER.		
Refreshment Privilege on Recreation Pier at E. 112th st.	Morris Altman	Season of 1911	275 00 for the season	May 3, 1911
		BROOKLYN.		
Vending Machine Privilege on Recreation Pier at foot of N. 2d st.	John D. Antonopolus	Season of 1911	66 67 for the season	May 6, 1911

SCHEDULE "C."

Subdivision 3—Permits for Which Rentals are Collected by Dock Masters.

Location.	Name of Permittee.	Privilege.	Rent.	Date of Permit.
NORTH RIVER.				
Battery Landing	Capt. Al. Foster	Landing steamer "Angler"	$4 00 per day, May 1 to Nov. 1 3 00 per day, Nov. 1 to May 1	Mar. 16, 1910
Battery Landing	U. S. Volunteer Life Saving Corps	Maintain rowboat	1 00 per annum	May 1, 1911
Battery Landing	Patrick Fitzgerald	Fruit stand	5 00 per month, May-Oct. 1 00 per month, Oct.-May	May 1, 1911
Upland at Pier 7	N. Y. Steam Co	Space for ashes	37 50 per month	Dec. 10, 1910
New made land foot Liberty street	Wm. Corcoran	News stand	2 00 per month	May 1, 1911
New made land foot Cortlandt street	Mrs. Rose Connell	News stand	2 00 per month	May 1, 1911
New made land foot Barclay street	Jeremiah Lyons	News stand	2 00 per month	May 1, 1911
New made land foot Chambers street	Mary Ann Healey	News stand	2 00 per month	May 1, 1911
New made land foot Desbrosses street	M. J. McNamara	News stand	2 00 per month	May 1, 1911
Marginal street foot Christopher street	Michael J. McGuigan	News stand	2 00 per month	May 1, 1911
Upland between Piers 46 and 48	Bernard Campbell & Co	Space for storage, 30 x 100	37 50 per month	May 1, 1911
Upland between Piers 46 and 48	R. & C. Henry	Space for storage, 30 x 100	37 50 per month	May 1, 1911
Upland between Piers 46 and 48	J. L. Keating & Co	Space for storage, 30 x 100	37 50 per month	May 1, 1911
Upland between Piers 46 and 48	Jos. T. Hackett	Space for storage, 30 x 100	37 50 per month	May 1, 1911
Upland between Piers 46 and 48	Manhattan Sand Co	Space for storage, 30 x 100	37 50 per month	May 1, 1911
Upland north of Pier 52	John E. Shelvin	Watchman's shanty	2 50 per month	May 1, 1911
Bulkhead north of Pier 52	J. & J. W. Ellsworth Co	Berth for oyster boat No. 7	4 08 per day	May 1, 1911
Bulkhead north of Pier 52	A. F. Merrill & Son	Berth for oyster boat No. 6	3 36 per day	May 1, 1911
Bulkhead between Pier 56½ and Bloomfield street.	Dunn & Roche	Berth for oyster boat No. 16	2 64 per day	May 1, 1911
Bulkhead between Pier 56½ and Bloomfield street.	Wm. C. Porth	Berth for oyster boat No. 3	2 40 per day	May 1, 1911
Bulkhead between Pier 56½ and Bloomfield street.	Alexander Fraser Co	Berth for oyster boat No. 14	3 60 per day	May 1, 1911
Bulkhead between Pier 56½ and Bloomfield street.	Van Orden Bros	Berth for oyster boat No. 13	2 88 per day	May 1, 1911
Bulkhead between Pier 56½ and Bloomfield street.	John Thompson	Berth for oyster boat No. 12	1 80 per day	May 1, 1911
Bulkhead between Pier 56½ and Bloomfield street.	George Thompson	Berth for oyster boat No. 2	2 28 per day	May 1, 1911
Bulkhead between Pier 56½ and Bloomfield street.	George M. Still	Berth for oyster boat No. 1	2 52 per day	May 1, 1911
Bulkhead between Pier 56½ and Bloomfield street.	I. P. Mersereau	Berth for oyster boat No. 4	2 16 per day	May 1, 1911
Bulkhead between Pier 56½ and Bloomfield street.	J. I. Houseman Oyster Co	Berth for oyster boat No. 10	1 92 per day	May 1, 1911
Bulkhead between Pier 56½ and Bloomfield street.	N. P. Houseman Oyster Co	Berth for oyster boat No. 11	2 28 per day	May 28, 1911
Bulkhead between Pier 56½ and Bloomfield street.	J. J. Merrill & Co	Berth for oyster boat No. 9	2 16 per day	May 1, 1911
Bulkhead between Pier 56½ and Bloomfield street.	King's Trans. & Supply Co	Berth for oyster boat	1 00 per day	May 1, 1910
Pier 54, West 13th street	Royal Mail Steam Packet Co	Berth for steamer "Avon"	Regular wharfage	Nov. 4, 1909
Approach to steamship piers	Theo. Schwacke	Space for sale of chairs	1 00 per month	May 1, 1911
Approach to steamship piers	Frank Reilly	Space for sale of fruit	1 00 per month	May 1, 1911
Marginal street between West 22d and 23d streets	Wm. H. Besch	News stand	2 00 per month	May 1, 1911
Marginal street between West 22d and 23d streets	Thomas Walsh	News stand	2 00 per month	May 1, 1911
Marginal street between West 22d and 23d streets	Mrs. Catherine Howard	Milk, lemonade and candy stand	2 00 per month	May 1, 1911
Marginal street foot West 23d street	Thomas Nugent	News stand	2 00 per month	May 1, 1911
Marginal street foot West 23d street	Louise Lagonzeha	Fruit stand	10 00 per month	May 1, 1911
Marginal street foot West 30th street	Owen McKane	Watchman's shanty	2 50 per month	May 1, 1911
Upland between West 33d and West 34th streets	Bernard Campbell & Co	Space for storage, 30 x 100	37 50 per month	May 1, 1911
Upland between West 33d and West 34th streets	Manhattan Sand Co	Space for storage, 40 x 75	37 50 per month	May 11, 1911
Bulkhead foot West 34th street	Eugene R. Duffy	Float	5 00 per month	May 1, 1911
Approach to Pier at West 42d street	Mrs. Catherine McMahon	News stand	2 00 per month	May 1, 1911
Pier at West 45th street	James Wade	Watchman's shanty	2 50 per month	May 1, 1911
Pier at West 50th street	Mrs. S. J. Murphy	Float	2 50 per month	May 1, 1911
North side, Pier 42	Royal Mail Steam Packet Co	Berth for steamer "Arcadian"	10 00 per day	Nov. 20, 1911
Upland between Piers 46 and 48	Crescent Delivery Co	Space for building material, 30 x 100	37 50 per month	Mar. 16, 1911
Gansevoort Pier, South	George C. Wiedenmayer	Landing for steamer "Newark"	5 00 per day	Sept. 27, 1911
Pier 62	Church Temperance Society	Lunch wagon	1 00 per annum	May 1, 1911
Bulkhead foot of West 23d street	Charles Osborn	Watchman's shanty	2 50 per month	July 11, 1911
Upland between West 50th and West 51st streets	Bernard Campbell & Co	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Upland between West 50th and West 51st streets	A. J. H. Brooks Co	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Upland between West 51st and West 52d streets	A. J. H. Brooks Co	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Upland between West 52d and West 53d streets	Jos. Tino & Co	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Upland between West 53d and West 54th streets	Jos. Tino & Co	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Upland between West 52d and West 53d streets	John P. Kane Co	Space for storage, 30 by 100	37 50 per month	Oct. 7, 1911
Upland between West 52d and West 54th streets	Rafferty Bros.	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Upland between West 52d and West 54th streets	Norton & Moran	Watchman's shanty	2 50 per month	May 1, 1911
Upland foot of West 56th street	John J. Lynch	Watchman's shanty	2 50 per month	May 1, 1911
Upland between West 77th and West 79th streets	Standard Sand and Gravel Co	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Upland between West 77th and West 79th streets	James McLaughlin	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Upland between West 77th and West 79th streets	Jos. Tino & Co	Space for storage, 30 by 100	37 50 per month	Nov. 10, 1911
Bulkhead south of West 79th street	C. Cummings	Watchman's shanty	2 50 per month	May 1, 1911
Pier at West 80th street	W. G. Blake	Landing for "Vitessa"	50 per day	June 20, 1910
Upland between West 80th and West 81st streets	James McLaughlin	Space for storage, 30 by 100	37 50 per month	May 1, 1910
Bulkhead between West 129th and West 130th streets	Frank Muller	News stand	2 00 per month	May 1, 1911
North of West 131st street	New York Central & Hudson River Railroad Co	Pipe through bulkhead	1 00 per month	May 1, 1911
Upland between West 131st and West 132d streets	Jos. Tino & Co	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Upland between West 132d and West 133d streets	Richard A. Scanlan	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Foot of West 132d street	James Donnelly	Watchman's shanty	2 50 per month	May 1, 1911
Foot of West 138th street	Walter Bunyea	Boathouse float and runway	5 00 per month	May 1, 1911
Foot of West 138th street	J. Schlenker	Boathouse and float	5 00 per month	May 1, 1911
Foot of West 140th street	Frederick R. Welch	Building for motorboat supplies	5 00 per month	May 1, 1911
Foot of West 140th street	R. F. Windle	Space 80 feet wide	10 00 per month	May 23, 1911
Between West 146th and West 147th streets	New York Motor Boat Club	Space for boathouse, workshop, etc.	25 00 per month	May 1, 1911
Foot of West 148th street	Mrs. Mary Claffey	Boathouses and upland for storing boats	15 00 per month	May 1, 1911
Foot of West 149th street	Frederick Geggus	Boathouse and float	5 00 per month	May 1, 1911
Platform north of West 150th street	Mrs. Irene Cody	Storage space for boats	5 00 per month	May 1, 1911
Between West 150th and West 151st streets	Mrs. Irene Cody	Houseboat	5 00 per month	May 1, 1911
Foot of West 151st street	Bernard Rolf	Boathouse and float	5 00 per month	May 1, 1911
Upland between West 50th and West 51st streets	J. L. Keating & Co	Space, 30 by 100	37 50 per month	May 1, 1911
Upland between West 50th and West 51st streets	Colonial Sand & Stone Co	Space, 30 by 100	37 50 per month	Sept. 18, 1911
Upland between West 50th and West 51st streets	Colonial Sand & Stone Co	Space, 30 by 100	37 50 per month	Sept. 18, 1911
Upland between West 50th and West 51st streets	B. Campbell & Co	Space, 30 by 100	37 50 per month	Dec. 12, 1911
Upland between West 50th and West 51st streets	Colonial Sand & Stone Co	Space, 30 by 100	37 50 per month	Dec. 5, 1911
Upland north of West 80th street	James McLaughlin Co	Space, 30 by 100	37 50 per month	Apr. 28, 1911
Upland between West 77th and West 78th streets	Standard Sand & Gravel Co	Space, 30 by 100	37 50 per month	May 11, 1911
Pier foot of West 79th street	General Brayton Ives	Landing for steam yacht "Vitresse"	50 per day	May 11, 1911
Upland between West 132d and West 133d streets	Fred Gettes	Space, 30 by 100	37 50 per month	May 1, 1911
Foot of West 151st street	Alexander Simpson	Boathouse and space for platform	5 50 per month	May 1, 1911
Foot of West 153d street	Cobweb Yacht Club	Boathouse and space for platform	5 00 per month	May 1, 1911
Foot of West 155th street	Joseph McCormick	Refreshment stand	2 00 per month	May 1, 1911
Upland between West 155th and West 156th streets.	John Lever	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Upland between West 155th and West 156th streets.	Getler Sand Co	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Between West 156th and West 157th streets	Alexander Flynn	Watchman's shanty	2 50 per month	May 1, 1911
Upland between West 157th and West 158th streets.	James McLaughlin & Co	Space for storage, 30 by 100	37 50 per month	Aug. 2, 1911
North of West 158th street	Henry Leute	Boathouse, float and runway	5 00 per month	May 1, 1911
Foot of West 165th street	Audubon Yacht Club	Boathouse	5 00 per month	May 1, 1911
Foot of West 165th street	John Dalton	Boathouse	5 00 per month	May 1, 1911
Foot of West 166th street	Wells Boat Co	Boathouse	5 00 per month	May 1, 1911
Foot of West 166th street	Frank E. Stever	Boathouse	100 00 per annum	May 1, 1911
Foot of West 167th street	Knickerbocker Canoe Club	Boathouse, float, etc	5 00 per month	May 1, 1911
Foot of West 167th street	Waverly Boat Club	Boathouse	10 00 per month	May 1, 1911
Foot of West 168th street	John Wagner	Boathouse, float and runway	100 00 per annum	May 1, 1911
Foot of West 195th street	Peter Pan Fishing Club	Club house	5 00 per month	May 1, 1911
Shermans Creek	Hiawatha Canoe Club	Boathouse, float and runway	5 00 per month	May 1, 1911
Shermans Creek	Jacob Kohlmann	Boathouse	75 00 per annum	May 1, 1911
Shermans Creek	Nonpareil Rowing Club	Boathouse, float and runway	10 00 per month	May 1, 1911
Shermans Creek	Union Boat Club	Boathouse, float and runway	5 00 per month	May 1, 1911
Shermans Creek	Mrs. A. Wolff	Boathouse	1 00 per month	May 1, 1911
Shermans Creek	Michael F. Donnelly	Shanty	2 50 per month	May 1, 1911
Foot of Dyckman street	P. McDonald	Storage of boats	1 00 per month	Sept. 23, 1911

Location.	Name of Permittee.	Privilege.	Rent.	Date of Permit.
EAST RIVER.				
Bulkhead between Piers 4 and 5	Mrs. Julia Marshall	Coffee stand	1 00 per annum	May 1, 1911
Upland between Piers 4 and 5	Crescent Sand and Gravel Co.	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Upland between Piers 5 and 6	F. H. Chapman	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Upland between Piers 5 and 6	F. H. Chapman Contracting Co.	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Upland between Piers 7 and 8	Manhattan Sand Co.	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Bulkhead between Piers 10 and 11	F. H. Chapman Contracting Co.	Berth for dirt scow and derrick	6 00 per day	May 1, 1911 June 7, 1911
Pier 11	Standard Oil Co.	Tally house	5 00 per month	May 1, 1911
Pier 30	Portchester Transportation Co.	Landing for steamers "Glenville" and "Portchester"	10 00 per day 5 00 per day each inside berth	May 1, 1911
Pier 30	Huntington, Norwalk and Bridgeport Steam Ferry Co., Ltd.	Landing for steamer "Huntington"	10 00 per day	May 1, 1911
Pier 30	North and East River Transportation Co.	Landing for steamers "Shadyside" and "City of Stanford"	10 00 per day	May 1, 1911
Pier 30	Greenwich Freight Line	Landing for steamer "General Putnam"	5 00 per day	May 1, 1911
Pier 30	Harlem and Morrisania Transportation Line	Landing for steamer "Mt. Morris"	10 00 per day	May 1, 1911
Approach to Pier 53	Joseph Ridley	Watchman's shanty	2 50 per month	May 1, 1911
Pier 54	Northport Steamboat Co.	Landing for steamer "Northport"	5 00 per day	May 1, 1911
Pier 54	Chas. W. Davis	Landing for steamers "Mary E. Gordon" and "Irene E. Davis"	5 00 per day each	May 1, 1911
Bulkhead at Grand street	U. S. Volunteer Life Saving Corps	Station	1 00 per annum	May 1, 1911
Bulkhead at Grand street	Wm. J. Crowley	Store boat	1 00 per month	May 1, 1911
Pier at East 3d street	Sanitarium for Hebrew Children	Landing for excursions	5 00 per season	May 1, 1911
Bulkhead between East 18th and East 19th streets	Carroll Box and Lumber Co.	5.06 feet outside fence line	10 00 per month	May 1, 1911
Upland between East 19th and East 20th streets	E. & J. Marrin	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Upland between East 20th and East 21st streets	E. & J. Marrin	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Upland between East 19th and East 20th streets	Michael & Larkin Son	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Upland between East 19th and East 20th streets	C. J. Gallagher	Space for storage, 40 by 75	37 50 per month	May 1, 1911
Upland between East 19th and East 20th streets	Phoenix Towing and Trans. Co.	Space for storage, 40 by 75	37 50 per month	May 1, 1911
Upland between East 19th and East 20th streets	Electric Fireproofing Co.	Space, 20 by 60	25 00 per month	Oct. 1, 1911
Upland between East 19th and East 20th streets	Jos. Tino & Co.	Space for storage, 40 by 75	37 50 per month	May 1, 1911
Upland between East 18th and 23d streets	J. L. Keating & Co.	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Upland between East 18th and 23d streets	J. L. Keating & Co.	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Foot of East 20th street	Barney Halpin	Watchman's shanty	2 20 per month	May 1, 1911
Upland between East 20th and East 21st streets	Jos. Tino & Co.	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Bulkhead along north side of East 23d street	Michael Halloran	News stand	2 00 per month	May 1, 1911
Bulkhead along north side of East 23d street	Mrs. Walker	News stand	2 00 per month	May 1, 1911
Bulkhead along north side of East 23d street	Morris Mandelstein	News stand	2 00 per month	May 1, 1911
Bulkhead along north side of East 23d street	John Arbuckle	Berth for floating hotel	5 00 per month	May 1, 1910
Pier at East 24th street	F. A. Wenck	Landing for steamer "Atlantic"	2 00 per day	June 16, 1910
East side Pier 11	East Jersey R. R. & Terminal Co.	Tally house	5 00 per month	May 20, 1911
Upland between Piers 6 and 7	Manhattan Sand Co.	3,000 square feet	37 50 per month	Oct. 17, 1911
Pier 11	N. Y. Edison Co.	Coal scale	25 00 per month	Oct. 24, 1911
Upland between Piers 10 and 11	F. H. Chapman Co.	Space, 30 by 100	37 50 per month	Nov. 24, 1911
Pier, new, 42	Michael J. Donovan	Watchman's shanty	2 50 per month	Aug. 30, 1911
Pier 30	Flushing, College Point & N. Y. Freight Line	Berth	5 00 per day	Oct. 10, 1911
Pier 51	Terrence Connolly	Upland north of pier	75 00 per month	May 1, 1911
Foot of Grand street	John E. Cairns	Ice bridge, etc.	25 00 per month	Nov. 9, 1911
Foot of Grand street	F. L. Tullman	Space in ferry house	2 00 per month	Aug. 2, 1911
Upland between East 19th and East 20th streets	Standard Sand & Gravel Co.	Space, 30 by 100	37 50 per month	July 5, 1911
Upland between East 20th and East 21st streets	Standard Sand & Gravel Co.	Space, 30 by 100	37 50 per month	July 20, 1911
Upland foot East 25th street	Candee, Smith & Howland Co.	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Bulkhead at East 45th street	Schwarzschild & Sulzberger Co.	Buildings on bulkhead	20 00 per month	May 1, 1911
Foot of East 51st street	American Life Saving Asso.	Station	1 00 per annum	Aug. 19, 1911
South of East 55th street	Allen Point Boat Co.	Boat house	1 00 per annum	May 1, 1911
Foot of East 58th street	U. S. Volunteer Life Saving Corps	Station	1 00 per annum	May 1, 1911
Upland between East 60th and East 61st streets	J. L. Keating & Co.	Space for storage, 30 by 100	37 50 per month	May 1, 1911
Bulkhead between East 64th and 65th streets	U. S. Volunteer Life Saving Corps	Station	1 00 per annum	May 1, 1911
Foot of East 89th street	U. S. Volunteer Life Saving Corps	Station	1 00 per annum	May 1, 1911
Pier at East 91st street	Geo. Klausecker	Berth at inner end	5 00 per month	May 1, 1911
Upland foot of East 98th and 99th streets	John P. Kane Co.	Space for storage, 60 by 100	75 00 per month	Oct. 4, 1911
Between 76th and 77th streets	Herman Harjes	Berth, 100 feet	50 00 per month	Aug. 8, 1911
HARLEM RIVER.				
Foot of East 100th street	U. S. Volunteer Life Saving Corps	Station	1 00 per annum	May 1, 1911
Upland between East 108th and 109th streets	Murtha & Schmohl Co.	Space for storage, 60 by 100	75 00 per month	May 1, 1911
Foot of East 121st street	Francis R. Kraemer	Boat house and float	5 00 per month	May 1, 1911
Foot of East 122d street	Timothy J. Murphy	Boat house and runway	5 00 per month	May 1, 1911
Foot of 152d street	Atalanta Boat Club	Boat house	5 00 per month	May 1, 1911
Foot of West 153d street	Lone Star Boat Club	Boat house and float	10 00 per month	May 1, 1911
Foot of West 154th street	James Moss	Boat house	5 00 per month	May 1, 1911
Foot of West 154th street	Friendship Boat Club	Boat house and float	5 00 per month	May 1, 1911
Foot of West 157th street	Martin J. & Thomas F. White	Maintain sail boat	100 00 per annum	May 1, 1911
Between 208th and 209th streets	Jacob Lunde	Boat house and float	75 00 per annum	May 1, 1911
Foot of West 204th street	Fannie David	Boathouse, 30 by 60	5 00 per month	Mar. 13, 1911
THE BRONX.				
Foot of East 134th street	Charles Weitzel	Runway and float	6 25 per month	July 6, 1911
Pier at 138th street and East River	Morrisania Yacht Club	Landing for small boats	5 00 per month, May 1 to Nov. 1 1 00 per month, Nov. 1 to May 1	May 1, 1911
Foot of 149th street and East River	New York Edison Co.	Sign poles	1 00 per month	May 1, 1911
Tiffany street	Gustave Stolzer	House and float	5 00 per month, May 1 to Nov. 1 1 00 per month, Nov. 1 to May 1	May 1, 1911
Hunts Point Road	Milton Jones	Boathouse and float	5 00 per month	May 1, 1911
Hunts Point Road	U. S. Volunteer Life Saving Corps	Station	1 00 per annum	May 1, 1911
Layton avenue, Throggs Neck	U. S. Volunteer Life Saving Corps	Station	1 00 per annum	May 1, 1911
Barclay avenue, Throggs Neck	U. S. Volunteer Life Saving Corps	Station	1 00 per annum	May 1, 1910
Main street, City Island	Frank Horton	Refreshment stand	1 00 per month	May 1, 1911
Manida street, Barretto Point	U. S. Volunteer Life Saving Corps	Station	1 00 per annum	May 1, 1911
Foot of 3d street, Unionport	Henry Pfeil	Boathouse and float	5 00 per month	May 1, 1911
BROOKLYN.				
Pier between 31st and 32d streets, South Brooklyn	J. W. Elwell & Co.	Berth for steamer	Regular wharfage	Aug. 8, 1910
Pier between 31st and 32d streets, South Brooklyn	J. W. Elwell & Co.	Berth for steamer	Regular wharfage	Aug. 29, 1910
Pier at 33d street, South Brooklyn	Howard Houlder & Partners	Berth for steamer	Regular wharfage	Dec. 2, 1910
Foot of 51st street, South Brooklyn	C. Overbough	Boat house, float and runway	5 00 per month	May 1, 1911
Foot of 60th street, South Brooklyn	American Model Yacht Club	Boat house	5 00 per month	May 1, 1911
Between 60th and 61st streets, South Brooklyn	Chas. J. Johnson	Boat house	5 00 per month	May 1, 1911
Foot of 21st street, Sheepshead Bay	J. E. Noga	Space 60 feet wide	15 00 per month	May 1, 1911
Foot of 23d street, Sheepshead Bay	J. Morson	Use and occupancy	10 00 per month	May 1, 1911
Foot of Dooley avenue, Sheepshead Bay	Anton Lundy	Pier and boat house	5 00 per month	May 1, 1911
Foot of Bragg street, Sheepshead Bay	C. J. Fitzgerald	Runway	1 00 per annum	May 1, 1911
Foot of Shore boulevard, Sheepshead Bay	David Martin, Jr.	Maintain gangplank	1 00 per month	May 1, 1911
Flatlands Bay	T. O'Shea, Jr.	Space for boat house	14 40 per annum	May 1, 1911

Location.	Name of Permittee.	Privilege.	Rent.	Date of Permit.
Flatlands Bay	C. Winchester	Space for boat house	12 00 per annum	May 1, 1911
Flatlands Bay	Walter S. Lloyd	Space for boat house	14 40 per annum	May 1, 1911
Flatlands Bay	William Brown	Space for boat house	12 60 per annum	May 1, 1911
Flatlands Bay	Joseph Schmidt	Space for boat house	12 00 per annum	May 1, 1911
Foot of East 58th street and Mill Creek	A. Johnson	Space for boat house	12 00 per annum	May 1, 1911
Foot of 31st street, South Brooklyn	Luigi Fulono	Handcart for sale of refreshments	1 00 per month	Nov. 20, 1911
Foot of Shore boulevard, Sheepshead Bay	Mrs. J. A. Schluchtner	Berth for house boat	12 00 per annum	May 1, 1911
Foot of Shore boulevard, Sheepshead Bay	U. S. Volunteer Life Saving Corps	Station	1 00 per annum	May 1, 1911
Shore boulevard, between Ocean avenue and Falmouth street	G. V. Le Suer	Boat house	1 00 per month	June 30, 1911
West of Ocean avenue, Sheepshead Bay	Robert H. Clark	Runway and float	15 00 per annum	July 5, 1911
Falmouth and Gerard streets, Sheepshead Bay	Thomas P. Firth	Houseboat "Evelyn"	1 00 per month	Aug. 2, 1911
Falmouth and Gerard streets, Sheepshead Bay	C. W. Minton	Houseboat "Siesta"	1 00 per month	Aug. 2, 1911
Between 49th and 50th streets, Gravesend Bay	Gustave A. Bergman	Frame shanty, 15 by 25	1 00 per month	Aug. 2, 1911
Bay 49th street, Gravesend Bay	Wm. H. Bailey	Houseboat, 15 by 20	12 00 per annum	July 27, 1911
Bay 49th street, Gravesend Bay	Louise Girardat	Houseboat, 15 by 20	12 00 per annum	July 27, 1911
Bay 50th street and Avenue Z, Gravesend Bay	Salem Athletic Club	Houseboat, 20 by 30	12 00 per annum	Aug. 1, 1911
Avenue U, Mill Creek, Flatlands Bay	Ernst Warnken	Space, 30 feet	12 00 per annum	Aug. 1, 1911
East 59th street, Mill Creek, Flatlands Bay	T. O'Shea	Space, 30 by 30	12 00 per annum	Aug. 1, 1911
Bay 50th street, Gravesend Bay	Ed. M. Clarkson	Bungalow, 16 by 25	1 00 per month	Aug. 8, 1911
Foot of Little Court street	John Roach	Building, 18 feet wide	5 00 per month	July 20, 1911
Foot of Little Court street	Hugh Bend Gowanus Tow Co.	Office and telephone station	5 00 per month	July 20, 1911
Foot of Noble street	Teresa Christ	Candy stand	1 00 per month	May 4, 1911
Foot of South 5th street	Arthur McMullen	70 feet inner end, south side of pier	25 00 per month	Oct. 16, 1911
Seminole and Dakota streets, Jamaica Bay	Neponsit Realty Co.	Dock, 3,660 square feet	5 00 per month	Apr. 6, 1911
	QUEENS.			
Hammels, Bayside place	Wm. Haungs	Buildings on platform	100 00 per annum	May 1, 1911
Rockaway Beach	Luke Eldert	Club house	12 00 per annum	May 1, 1911
Rockaway Beach	Mrs. Kate Bachman	House	1 00 per annum	May 1, 1911
Rockaway Beach	Broadway Boat Club	House	1 00 per annum	May 1, 1911
Far Rockaway	George Harr	Land under water	12 00 per annum	May 1, 1911
Far Rockaway	Andrew T. Sullivan	Land under water	12 00 per annum	May 1, 1911
College Point	Classon & College Point Ferry Co.	Maintain piles	10 00 per month	July 19, 1910
Cochecton avenue, Little Neck Bay	Patrick E. Leahy	Houseboat	1 00 per month	May 1, 1911
Remington and Vernon avenues, Jamaica Bay	Averne Bay Construction Co.	Boat landing, 8 by 50	12 00 per annum	July 17, 1911
Bayside avenue, Hammels station	Matilda Calsing	Space, 30 by 100	100 00 per annum	Aug. 2, 1911
	RICHMOND.			
Port Richmond	North Shore Yacht Club	Building, 26 by 21 feet	10 00 per month	May 25, 1911
Foot of Water street, Stapleton	Ocean Yacht Club	Boat house	10 00 per month	Apr. 26, 1911

SCHEDULE "D."

Legal Wharfage Rates, City of New York (promulgated by the Commissioner of Docks, November, 1908, and now in force).

Regular Wharfage—2 cents per ton up to 200 tons, and one-half cent per ton for any excess over 200 tons. If vessel occupies an outside berth, and is not working cargo or ballast, one-half of this rate.

Floating Grain Elevators—Half rates.

Floating Structures—Not otherwise provided for, double rates.

State Traffic.

North River Barges, Market Boats and Barges—Sloops employed upon the rivers and waters of the State, and Schooners employed exclusively upon the rivers and waters of the State, as follows: Under 50 tons, 50 cents; 50 tons, and under 100 tons, 62½ cents; 100 tons, and under 150 tons, 75 cents; 150 tons, and under 200 tons, 87½ cents; 200 tons, and under 250 tons, $1; 250 tons, and under 300 tons, $1.12½; 300 tons, and under 350 tons, $1.25; 350 tons, and under 400 tons, $1.37½; 400 tons, and under 450 tons, $1.50; 450 tons, and under 500 tons, $1.62½; 500 tons, and under 550 tons, $1.75; 550 tons, and under 600 tons, $1.87½. For 600 tons and upwards, 12½ cents per 50 tons in excess of last rate.

Canal Boats—Per diem, 50 cents loaded, 30 cents unloaded. (It is understood that a "canal boat" is a vessel built for navigating the canals of the State, measuring not more than 98 feet in length, nor more than 18 feet in width, and whose registered net tonnage does not exceed 150 tons.)

Vessels freighting brick upon the Hudson River, same rate. Scows or barges freighting gravel, broken stone, cement or sand upon the rivers and waters of the State, 50 cents per day.

Clam and Oyster Vessels—Under 200 tons, 1½ cents per ton for an inside berth and 1 cent per ton for an outside berth, but no vessel to pay less than 25 cents per day, nor for less than one day.

Lighters and Barges engaged in lightering freight in Harbor of New York, 1 cent per running foot.

Coal Hoists on Scows or Floats, with Coal Hopper, etc., $1 per day.

Canal boats (as described above) engaged in transporting coal in the Harbor, 50 cents per diem, loaded; 30 cents unloaded; all other boats transporting coal, one cent per running foot loaded or unloaded.

Twenty-four hours from the time of day or night when a boat reaches a pier or slip constitute a day for all vessels. A fraction of a day counts as one day, and vessels, remaining any fraction over twenty-four hours pay for another day.

Top wharfage on merchandise, 5 cents per ton. (Accrues after the expiration of 24 hours from time of landing).

Payment of Wharfage.

Dock Masters must collect in cash any and all wharfage daily, except in cases where a credit account has been opened by consent of the Commissioner. Payment for wharfage by those having credit accounts must be made direct to the Cashier of the Department within ten days after receipt of bill.

SCHEDULE "E."

Copies of Rate Cards of the Municipal Ferries.

Rates of fare on Municipal Ferry, Staten Island Division, in effect since May 1, 1906.

Rates.

Passengers—Adults, 5 cents; children under five years of age, free.

Vehicles—One horse vehicle, light or loaded, not exceeding 14½ feet, 30 cents. Exceptions: Light pleasure vehicles, 25 cents. For each additional four feet, or any part thereof, on any of the above vehicles, exceeding 14½ feet, extra, 10 cents.

Two-horse vehicles, light or loaded, not exceeding 10½ feet, 60 cents; two-horse vehicles, light, between 10½ to 14½ feet, 60 cents; two-horse vehicles, loaded, between 10½ and 14½ feet, 90 cents; two-horse brewery wagons, loaded with empty kegs, to be considered light, 60 cents. Exceptions: Pleasure vehicles, coach or carriage, 50 cents; each additional horse in harness, 20 cents; for each additional 4 feet, or any part thereof, on any of the above vehicles exceeding 14½ feet, extra, 10 cents.

Automobiles—2-wheel motor cycles, with operator, 15 cents; 3-wheel motor cycles, with operator, 20 cents; business automobiles or motor trucks, light or loaded, under 10½ feet, with operator, 60 cents; business automobiles or motor trucks, loaded, between 10½ and 14½ feet, with operator, 90 cents; business automobiles or motor trucks, light, between 10½ and 14½ feet, with operator, 60 cents; pleasure automobiles, or motor vehicles, with operator, 60 cents; for each additional four feet, or any part thereof, on any of the above motor trucks or automobiles exceeding 14½ feet, extra, 10 cents.

Miscellaneous—Hogs, sheep or calves, 10 cents; led horses, mules and cattle, 20 cents; hand carts, with attendant, 20 cents; every passenger in vehicles, excepting driver or operator of same, 5 cents; Bicycle, including passenger, 5 cents; machinery trucks with extra heavy load, special arrangement; two-horse stage, not exceeding 14½ feet, $1; for each additional horse, 20 cents; for each additional four feet, or any part thereof, on any of the above vehicles, 10 cents.

All measurements commence from the front end of base of truck, or vehicle, up to and including end of tailboard or load.

Commander W. J. SEARS, Superintendent of Ferries.

Rates of Fare on Municipal Ferry, 39th St. Brooklyn Division, in Effect November 1, 1906.

Six-horse stage, with driver, not exceeding 14½ feet, 70 cents; 4-horse stage, with driver, not exceeding 14½ feet, 50 cents; 4-horse truck or wagon, with driver, loaded, not exceeding 14½ feet, 60 cents; 4-horse truck or wagon, with driver, light, not exceeding 14½ feet, 50 cents; for each additional four feet, or any part thereof, on any of above vehicles exceeding 14½ feet, 10 cents.

Three-horse truck or wagon, with driver, loaded, not exceeding 14½ feet, 50 cents; 3-horse truck or wagon, with driver, light, not exceeding 14½ feet, 40 cents; for each additional four feet, or any part thereof, on any of above vehicles exceeding 14½ feet, 10 cents.

Two-horse truck or wagon, with driver, loaded, between 10½ and 14½ feet, 40 cents; 2-horse truck or wagon, with driver, light, between 10½ and 14½ feet, 30 cents; for each additional four feet, or any part thereof, on any of above vehicles exceeding 14½ feet. 10 cents.

Two-horse truck or wagon, with driver, light or loaded, under 10½ feet, 30 cents; 2-horse market wagon, with driver, light or loaded, 30 cents; 2-horse coach or passenger carriage, with driver, 30 cents.

One-horse truck or wagon, with driver, loaded, between 10½ and 14½ feet, 30 cents; 1-horse truck or wagon, with driver, light, between 10½ and 14½ feet, 20 cents; for each additional four feet, or any part thereof, on any of above vehicles exceeding 14½ feet, 10 cents.

One-horse truck or wagon, with driver, light or loaded, under 10½ feet, 20 cents; 1-horse market wagon, with driver, light or loaded, 20 cents; 1-horse coupe, buggy or passenger carriage, with driver, 20 cents.

Business automobiles or motor trucks, with operator, under 10½ feet, light or loaded, 30 cents; business automobiles or motor trucks, with operator, between 10½ and 14½ feet, light or loaded, 40 cents; for each additional four feet, or any part thereof, on any of above vehicles, 10 cents. Pleasure automobiles or motor vehicles, with operator, 20 cents.

Hand cart, with attendant, 10 cents; led horses or cattle, 10 cents; hogs, calves, goats or sheep, 5 cents; heavy boilers, machinery, iron beams and stone blocks, special arrangement; every passenger on foot, and every passenger in vehicles, excepting driver or operator of the same, 5 cents; children, between 4 and 12 years, 3 cents.

All measurements commence from the front end of base of truck or vehicle up to and including end of tailboard or load.

SCHEDULE "F."

Showing the Existing Privileges for Merchandising and Other Concessions on the Boats and in the Terminals of the Municipal Ferries.

Description.	Holder.	Term.	Rental.	Right of Tenancy.
		STATEN ISLAND FERRY.		
Tracks for steam railroad in station at St. George, Staten Island	Staten Island Rapid Transit Railway Co.	May 29, 1905, to May 29, 1915. May 29, 1915, to May 29, 1925. May 29, 1925, to May 29, 1935.	$8,780 00 per annum 9,658 00 per annum 10,623 80 per annum	Action of the Commissioner, April 4, 1905. Approved by Sinking Fund, April 5, 1905.
Tracks for trolley lines in station at St. George, Staten Island	Richmond Light & Railroad Company	May 29, 1905, to May 29, 1915. May 29, 1915, to May 29, 1925. May 29, 1925, to May 29, 1935.	8,780 00 per annum 9,658 00 per annum 10,623 80 per annum	Action of the Commissioner, April 4, 1905. Approved by Sinking Fund, April 5, 1905.
Tracks on viaduct between Jay street and terminal station, St. George, S. I.	Richmond Light & Railroad Company	Aug. 1, 1910, to Aug. 1, 1920, 10 years, with two renewal terms of 10 years each	900 00 1st term 990 00 2d term 1,089 00 3d term	Action of the Commissioner, April 4, 1905. Approved by Sinking Fund, April 5, 1905.
Pay station at Manhattan terminal	N. Y. Telephone Company	At pleasure of the Commissioner	350 00 per annum	May 1, 1911.

DAMAGED PAGE(S)

Description.	Holder.	Term.	Rental.	Right of Tenancy.
Pay station at Manhattan terminal, 2 additional booths	N. Y. Telephone Company	At pleasure of the Commissioner	87 50 per annum	Sept. 1, 1911.
Pay station at Richmond terminal, 8 booths	N. Y. Telephone Company	At pleasure of the Commissioner	200 00 per annum	May 1, 1911.
Pay station at Manhattan terminal, 2d story	N. Y. Telephone Company	At pleasure of the Commissioner	262 50 per annum	May 1, 1911.
Barber shop at Richmond terminal	Chas. M. Schwalbe	At pleasure of the Commissioner	120 00 per annum	Apr. 28, 1911.
Store room at Richmond terminal	U. S. Express Company	At pleasure of the Commissioner	1,500 00 per annum	May 1, 1911.
Carrying mails on ferry, etc	U. S. Post Office	At pleasure of the Commissioner	600 00 per annum	Apr. 12, 1911.
News and flower stands, candies, segars, etc., Manhattan terminal	Richard P. Hogue	May 1, 1910, to May 1, 1911... May 1, 1911, to May 1, 1912...	10,120 00 per annum 10,300 00 per annum	Apr. 26, 1910.
Newspaper stand, restaurant, machines, etc., Richmond terminal	Wm. Wheeler	At pleasure of the Commissioner	4,510 00 per annum	Apr. 23, 1909.
Restaurant at Richmond terminal	Wm. Wheeler	May 1, 1910, to May 1, 1912...	1,200 00 per annum	Apr. 26, 1910.
Space outside restaurant, Richmond terminal	Wm. Wheeler	At pleasure of the Commissioner	5 00 per month	May 5, 1911.
News and flower stands, candy, cigars, etc., Richmond terminal	John D. Antonopulous	May 1, 1910, to May 1, 1912...	7,125 00 per annum	Apr. 26, 1910.
Boot blacking business	Catoggio Bros	Jan. 1, 1910, to Jan. 1, 1913...	5,025 00 per annum	Dec. 29, 1909.
Office at Richmond terminal	Western Union Tele. Co	At pleasure of the Commissioner	120 00 per annum	May 1, 1911.
News bureau at Manhattan terminal	New York Herald	At pleasure of the Commissioner	180 00 per annum	May 1, 1911.
Wireless station at Manhattan terminal	New York Herald	At pleasure of the Commissioner	120 00 per annum	May 1, 1911.
Two wireless poles at Manhattan terminal	New York Herald	At pleasure of the Commissioner	1 00 per month	Aug. 19, 1911.
Mineral water machine at Manhattan and Richmond terminals	N. Y. Centadrink Co	At pleasure of the Commissioner	400 00 per annum	May 20, 1910.
Cab stand at Richmond terminal	Chas. Beaszler	At pleasure of the Commissioner	36 00 per annum	May 1, 1911.
Cab stand at Richmond terminal	Chas. Beaszler	At pleasure of the Commissioner	24 00 per annum	May 1, 1911.
Cab stand at Richmond terminal	Thos. J. Kiernan	At pleasure of the Commissioner	24 00 per annum	May 1, 1911.
Cab stand at Richmond terminal	Stephen McEnearney	At pleasure of the Commissioner	24 00 per annum	May 1, 1911.
Cab stand at Richmond terminal	Thos. J. Fenley	At pleasure of the Commissioner	24 00 per annum	May 1, 1911.
Lower floor, 300 square feet, Manhattan terminal	N. Y. Ship News Reporters' Association	At pleasure of the Commissioner	300 00 per annum	July 15, 1911.
Baggage and parcel rooms at both terminals and lunch counter, Manhattan	James Willcox	May 1, 1911, to May 1, 1913...	3,612 00 per annum	Apr. 22, 1911.
Automatic machines at Manhattan terminal	Automatic Operating Co	May 1, 1911, to May 1, 1913...	1,375 00 per annum	Apr. 22, 1911.
Automatic machines at Richmond terminal	John D. Antonopulous	May 1, 1911, to May 1, 1913...	1,050 00 per annum	Apr. 22, 1911.
Vending stands at Stapleton terminal	John D. Antonopulous	May 1, 1911, to May 1, 1913...	225 00 per annum	Apr. 22, 1911.
Automatic machines at Stapleton terminal	National Automatic Weighing Machine Co	May 1, 1911, to May 1, 1913...	40 00 per annum	Apr. 22, 1911.
	THIRTY-NINTH	ST. FERRY.		
News and flower stands, candy, cigars, etc., Manhattan terminal	Union News Co	May 1, 1910, to May 1, 1912...	1,500 00 per annum	Apr. 26, 1910.
News and flower stands, candy, cigars, etc., Brooklyn terminal	Union News Co	May 1, 1910, to May 1, 1912...	900 00 per annum	Apr. 26, 1910.
Boot blacking on boats	Jos. Lapitino	May 1, 1911, to May 1, 1913...	415 00 per annum	Apr. 22, 1911.
Fruit stand at 39th st	D. Salvia	At pleasure of the Commissioner	100 00 per annum	May 1, 1909.
Signs on structure	Union Ferry Co	At pleasure of the Commissioner	1 00 per month	May 1, 1911.
Railroad tracks near 39th st. terminal	Bush Terminal Co	At pleasure of the Commissioner	928 88 per annum	May 1, 1911.
Automatic machines at Manhattan terminal	B. J. Hutmacher	May 1, 1911, to May 1, 1913...	225 00 per annum	Apr. 22, 1911.
Automatic machines at Brooklyn terminal	B. J. Hutmacher	May 1, 1911, to May 1, 1913...	125 00 per annum	Apr. 22, 1911.
Electric light poles, 39th st. terminal	Bush Terminal Co	At pleasure of the Commissioner	30 00 per annum	May 1, 1911.
Building for Governors Island boat, Manhattan terminal	Major A. B. Shadtuck, U. S. A.	At pleasure of the Commissioner	1,500 00 per annum	July 31, 1911.
Heating office, Manhattan terminal	Metropolitan Sewerage Commission	At pleasure of the Commissioner	60 00 per annum	Nov. 23, 1911.

The Secretary presented the following communication from the Department of Parks, Borough of Brooklyn, requesting, and report of the Comptroller recommending, the modification of salary schedules Nos. 1051 and 1052 for said Department for the year 1912, involving the transfer of $5,000 from account No. 1052 to account No. 1051, made necessary by the unprecedented amount of work on parks and parkways:

The City of New York, Department of Parks, Borough of Brooklyn, Litchfield Mansion, Prospect Park, Borough of Brooklyn, August 23, 1912.

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

Gentlemen—You are hereby respectfully requested to transfer the sum of five thousand dollars ($5,000) from Account 1052, Vehicular Transportation, Maintenance of Trees in City Streets, by eliminating the line items:

Driver with horse and vehicle, at $3 per day (2,000 days)	$6,000 00
Driver with team and vehicle, at $5 per day (2,000 days)	10,000 00
	$16,000 00

—and inserting in lieu thereof

Driver with horse and vehicle, at $3 per day (833⅓ days)	$2,500 00
Driver with team and vehicle, at $5 per day (1,700 days)	8,500 00
	$11,000 00

—the unassigned balance of five thousand dollars ($5.000) to be transferred to Account 1051, Vehicular Transportation, Maintenance, Parks and Boulevards, by eliminating the line item

Driver with team and vehicle, at $5 per day (13,200 days)	$66,000 00

—and inserting in lieu thereof

Driver with team and vehicle, at $5 per day (14.200 days)	71,000 00

—not changing thereby the total appropriation of the two accounts.

This modification is necessary because of the insufficiency of the appropriation for Driver with team and vehicle in Account 1051. The work this year on roads in parks and parkways being unprecedented. Yours very truly.

M. J. KENNEDY, Commissioner.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 13, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On August 23, 1912, the Commissioner of Parks, Borough of Brooklyn, requested transfer of $5.000 within the appropriations made to that department for the year 1912. In connection therewith I report as follows:

It is proposed to transfer $5.000 from Account No. 1052, Vehicular Transportation, Maintenance of Trees in City Streets, to Account No. 1051, Vehicular Transportation, Maintenance, Parks and Boulevards, to meet a deficit which, the Commissioner states, is caused by an unprecedented amount of work on parks and parkways.

The following statement shows the necessary schedule and cash transfers:

Account No.	Schedule Line.	Schedule Transfer.		Cash Transfer.	
		Decrease.	Increase.	Decrease.	Increase.
1052	Driver with horse and vehicle, at $3 per day, 2,000 days....	$3,500 00	....	$3,500 00	....
	Driver with team and vehicle, at $5 per day, 2,000 days....	1,500 00	....	1,500 00	....
1051	Driver with team and vehicle, at $5 per day, 13,200 days...	....	$5,000 00	....	$5,000 00
		$5,000 00	$5,000 00	$5,000 00	$5,000 00

I recommend the adoption of the attached resolution approving the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 237 of the Greater New York Charter, the Board of Estimate and Apportionment hereby approves transfer of funds appropriated to the Department of Parks, Borough of Brooklyn, for the year 1912, as follows:

FROM

1052	Vehicular Transportation, Maintenance of Trees in City Streets....	$5,000 00

TO

1051	Vehicular Transportation, Maintenance Parks and Boulevards....	$5,000 00

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 resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the following schedules as revised for the Department of Parks, Borough of Brooklyn, for the year 1912, as follows:

Vehicular Transportation, Horses and Vehicles with Drivers, Maintenance.

1051 Parks and Boulevards:

Drivers with horses and vehicle, at $3 per day (6.000 days) ..	$18.000 00
Drivers with team and vehicle, at $5 per day (14,200 days)	71,000 00

Vehicular Transportation, Horses and Vehicles with Drivers, Maintenance.

1052 Trees in City streets:

Drivers with horse and vehicle, at $3 per day (833 1-3 days)	$2.500 00
Drivers with team and vehicle, at $5 per day (1,700 days)	8,500 00

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 Secretary presented the following communications from the Department of Bridges requesting, and report of the Comptroller recommending, the modification of salary schedules for the Bridge Revenue Force (Brooklyn Bridge), said Department, for the year 1912, to take effect as of September 1, 1912, providing for increases of $300 each per annum in the salaries of 4 Assistant Engineers, and of $150 and $120 per annum, respectively, in the salaries of 2 Clerks, involving no increase in the schedule total for said division:

Department of Bridges, City of New York, 13-21 Park Row, Manhattan, N. Y., September 11, 1912.

Hon. WILLIAM A. PRENDERGAST, *Comptroller,* No. 280 Broadway, Manhattan:

Sir—I have to request a modification of the schedules of the Brooklyn Bridge, Personal Service, Operation and Maintenance, General, Salaries, Regular Employees, Bridge Revenue Force, effective as of September 1, 1912, as follows:

Change line items—

Clerk	$360 00
Clerk	1,050 00
Unassigned	300 00

To read—

Clerk	$1,200 00
Clerk	480 00
Unassigned	30 00

This modification of schedule is requested to permit of increase of salary of the following named persons, as follows:

Eugene Wipfler, Clerk, from $1,050 to $1,200	$150 00
Chas. E. Wolff, Clerk, from 360 to 480	120 00

This modification does not increase the schedule total for the Brooklyn Bridge.

Respectfully, ARTHUR J. O'KEEFFE, Commissioner.

Department of Bridges, City of New York, 13-21 Park Row, Manhattan, N. Y., September 11, 1912.

Hon. WILLIAM A. PRENDERGAST, *Comptroller,* No. 280 Broadway, Manhattan:

Sir—I have to request a modification of the schedule supporting Personal Service, Construction, Engineering, Code No. C-DB-54, Salaries, Regular Employees, Corporate Stock Force, to be effective as of September 1, 1912, as follows:

Change line items—

Assistant Engineer	$2,400 00
Assistant Engineer, 9 at $2,100	18,900 00
Assistant Engineer, 7 at $1,800	12,600 00
Unassigned	1,200 00

To read—

Assistant Engineer, 3 at $2,400	$7,200 00
Assistant Engineer, 9 at 2,100	18,900 00
Assistant Engineer, 5 at 1,800	9,000 00

This modification is requested so as to permit of making the salary increases which would have been made on January 1, 1912, but for the interference of Civil Service requirements for a promotion examination, and for which the unassigned balance was set aside.

The persons involved are:

M. Joachinson, Assistant Engineer, from $2,100 to $2,400	$300 00
Isidore Delson, Assistant Engineer, from 2,100 to 2,400	300 00
Mark Isaac, Assistant Engineer, from 1,800 to 2,100	300 00
Raymond Collins, Assistant Engineer, from 1,800 to 2,100	300 00
	$1,200 00

The above increases do not increase the schedule total for the year 1912.

Respectfully, ARTHUR J. O'KEEFFE, Commissioner.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 13, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On September 11, 1912, the Commissioner of Bridges requested modification of two salary schedules in his department for the year 1912. In connection therewith I report as follows:

In Operation and Maintenance, Brooklyn Bridge, Salaries, Regular Employees, Bridge Revenue Force, it is proposed to increase the salaries of two Clerks $150 and $120 per annum each. The $270 necessary is to be taken from an unassigned balance in the account.

In Construction, Engineering, Salaries, Regular Employees, Corporate Stock Force, it is proposed to increase the salaries of four Assistant Engineers $300 per annum each. The $1,200 necessary is available in an unassigned balance in the account. These proposed increases were provided for in the 1912 Budget, but on account of civil service requirements the employees were unable to receive the increased rates. The schedule was modified on February 1, 1912, to provide for the 1911 rates. The employees have since passed a promotion examination.

The employees whom it is proposed to increase, their periods of service, etc., are as follows:

Eugene Wippler, Clerk, from $1,050 *to* $1,200 *Per Annum.*

Mr. Wippler was appointed on December 1, 1911, at the present rate.

Charles E. Wolff, Clerk, from $360 *to* $480 *Per Annum.*

Mr. Wolff was appointed on July 1, 1911, at the present rate.

Martin Joachinson, Assistant Engineer, from $2,100 *to* $2,400 *Per Annum.*

Mr. Joachinson was appointed on September 19, 1904, at $1,500 per annum. On January 1, 1907, he was increased to $1,800; and on August 1, 1908, to the present rate.

Isidore Dilson, Assistant Engineer, from $2,100 *to* $2,400 *Per Annum.*

Mr. Dilson was appointed on October 1, 1905, at $1,800 per annum. On August 1, 1909, he was increased to the present rate.

Mark Isaac, Assistant Engineer, from $1,800 *to* $2,100 *Per Annum.*

Mr. Isaac was appointed on April 1, 1907, at $1,500 per annum. On July 2, 1907, he was increased to the present rate.

Raymond Collins, Assistant Engineer, from $1,800 *to* $2,100 *Per Annum.*

Mr. Collins was appointed on May 1, 1907, at the present rate.

The modification is in conformity with the policy of your Board.

The following table shows the line item changes in detail:

Schedule Line.	Schedule Transfer.		Cash Transfer.	
	Decrease.	Increase.	Decrease	Increase.
Clerk, 1 at $1,050	$1,050 00	....	$350 00	....
Clerk, 1 at $1,200	....	$1,200 00	....	$400 00
Clerk, 1 at $360	360 00	....	120 00	....
Clerk, 1 at $480	....	480 00	....	160 00
Balance unassigned	270 00	....	90 00	....
Assistant Engineer, 1 at $2,400	....	4,800 00	....	1,600 00
Assistant Engineer, 9 at $2,100	....	....	....	....
Assistant Engineer, 7 at $1,800	3,600 00	....	1,200 00	....
Balance unassigned	1,200 00	....	400 00	....
	$6,480 00	$6,480 00	$2,160 00	$2,160 00

I recommend the adoption of the attached resolutions approving the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Department of Bridges, for the year 1912, to take effect as of September 1, 1912, as follows:

DEPARTMENT OF BRIDGES.

Personal Service.

Operation and Maintenance, Brooklyn Bridge.

Salaries, Regular Employees; Bridge Revenue Force:

Assistant Engineer	$5,000 00
Assistant Engineer	2,700 00
Assistant Engineer	1,800 00
Draftsman	1,800 00
Rodman	1,050 00
Steel Inspector	1,650 00
Clerk	2,250 00
Clerk	1,200 00
Clerk	480 00
Stenographer and Typewriter	1,200 00
Telephone Operator	750 00
Messenger	1,200 00
Storekeeper	1,200 00
Foreman Brick Mason	1,800 00
Master Mechanic	2,400 00
Superintendent of Electric Lights	2,200 00
Foreman Carpenter	2,400 00
Foreman Carpenter	1,500 00
Foreman Lineman	1,500 00
Foreman Riveter	2,100 00
Foreman Riveter	1,800 00
Foreman Bridge Mechanic	1,500 00
Foreman Painter	1,800 00
Foreman Painter, 2 at $1,500	3,000 00
Foreman Blacksmith	1,800 00
Foreman Laborer	2,150 00
Foreman Laborer	1,500 00
Assistant Foreman Laborer	1,500 00
Assistant Foreman, 2 at $1,500	3,000 00
Balance unassigned	30 00
Schedule total	$54,260 00
Rate of Bridge Revenue allowance	$42,496 00
Special Revenue Bond allowance	11,764 00
Total allowance	$54,260 00

Construction, Engineering, Salaries, Regular Employees.

Corporate Stock force:

Consulting Engineer, 3 at $7,500	$22,500 00
Assistant Engineer	6,000 00
Assistant Engineer	5,000 00
Assistant Engineer, 3 at $4,000	12,000 00
Assistant Engineer, 2 at $3,500	7,000 00
Assistant Engineer, 2 at $3,000	6,000 00
Assistant Engineer	2,700 00
Assistant Engineer, 3 at $2,400	7,200 00
Assistant Engineer, 9, at $2,100	18,900 00
Assistant Engineer, 5 at $1,800	9,000 00
Electrical Engineer	1,200 00
Transitman, 11 at $1,800	19,800 00
Transitman	1,500 00
Draughtsman, 11 at $1,800	19,800 00
Leveler, 2 at $1,350	2,700 00
Toolman, 2 at $1,200	2,400 00
Rodman, 4 at $1,200	4,800 00
Steel Inspector	1,650 00
Axemen, 5 at $900	4,500 00
Auto Engineman	1,200 00
Schedule total	$155,850 00
Corporate Stock allowance	$155,850 00

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 Secretary preesnted the following report of the Special Committee on the Study of the Departments of Health, Bellevue and Allied Hospitals and Public Charities, submitting its findings and recommendations on the Division of Complaints of the Department of Health:

Which was ordered printed in the minutes and filed and the Secretary directed to transmit copies thereof to the members of the Board.

City of New York, Office of the President of the Borough of Manhattan, City Hall, September 16, 1912.

Board of Estimate and Apportionment, 277 Broadway, New York City:

Dear Sirs—We beg to hand you herewith a report prepared on the Division of Complaints of the Department of Health by your Committee on the Study of the Departments of Health, Hospitals and Charities. This report is the result of an extended investigation of the methods and procedure used in this division, and was carried on in co-operation with the Bureau of Municipal Research.

Your Committee has worked in close co-operation with the officials of the Health Department, and numerous conferences have been held with Dr. Lederle, Dr. Bensel and subordinates in the Department before the recommendations contained in the report have been formulated. A number of these recommendations have been put into effect by the Department of Health, and others, we trust, will be adopted before long. Respectfully yours,

GEORGE McANENY, Chairman; GEORGE CROMWELL, Committee on Health, Charities and Hospitals.

DEPARTMENT OF HEALTH OF THE CITY OF NEW YORK.

REPORT DESCRIPTIVE OF EXISTING METHODS AND PROCEDURE RELATING TO THE RECEIPT, INSPECTION AND FINAL DISPOSITION OF COMPLAINTS, TOGETHER WITH CONSTRUCTIVE SUGGESTIONS IN CONNECTION THEREWITH.

This report has been prepared under three main captions as follows:

I. Critical Comments.
II. Description of Methods and Procedure.
III. Constructive Suggestions.

I. CRITICAL COMMENTS:

1. No single division or bureau of the Department of Health is engaged exclusively in the handling of complaints, with the result that decentralization exists to such an extent as to require unnecessary processes and entail delay. The various offices engaged on this work are scattered throughout the building.

2. The organization for handling complaints is defective. Apparently there is no responsible official or employee who has a comprehensive knowledge of, or who is in close touch with, all the different phases of recording, investigating, reporting and filing complaints and notices and orders incidental thereto.

This criticism is substantiated by the following facts concerning the work of officials whose time is mostly occupied with the handling of complaints:

a. The complaint clerk enters only citizens' complaints; inspectors' reports are recorded by the various divisions in which they are received.
b. The complaint clerk is interested in complaints only to the extent of a result on first inspection.
c. The complaint clerk submits no regular periodical report of complaints received.
d. The order clerk is limited in his knowledge of complaints to the individual cases which come under his notice.
e. Weekly reports of all complaints are summarized by a clerk in the order clerk's office, but do not come to the attention of the order clerk.
f. The chief inspector of the division of sanitary inspection has brought to his attention only those complaints on which three or more inspections have been made and a notice returned "not complied with" after a criminal notice has been sent. Only about one-third of the complaints received in this division come under his notice in this way.

3. The inspection of complaints is not adequately supervised, admitting of negligence on the part of inspectors if they so desire, with little or no chance of discovery.

This criticism is substantiated by the following facts:

a. In making an investigation inspectors are furnished with the original letter or memorandum of complaint, and are instructed to interview the complainant. They have the entire matter in their hands, and, in the absence of a force of supervisors, the department is dependent largely upon their honesty.
b. Reference is not made to the files when complaints are received to learn if previous complaints have been made regarding the same matter. As long as an inspector makes a "negative" report complaints may pass through the [illegible]ment without receiving serious attention.

4. Inspections and re-inspections are made in numerous instances uselessly the consequence being a loss of inspection efficiency. This criticism is substantiated by the following facts:

a. In verifying a complaint a sanitary inspector not only investigates the item complained of, but makes a general sanitary inspection of the premises. This rule is followed even when the premises are found to be a tenement house, and the matter must be referred to the department having jurisdiction. The Tenement House Department makes a second investigation of the premises without regard to the report of the sanitary inspector, thus duplicating the work of inspection.

b. A large number of investigations are made which, on account of the transitory character of the complaint, do not result in action by the department.

During the years 1908, 1909 and 1910, 43,140 complaints were received in the Borough of Manhattan, from citizens, and referred to the division of sanitary inspection for investigation. In this same period 23,276 complaints were returned by inspectors as negatives, including "no cause for complaint," "no cause for action" and "nuisance abated."

An analysis of the first four hundred complaints received—January, 1911—disclosed the fact that one hundred were reported upon negatively. The character of these one hundred complaints is shown in the following tabulation:

Noises (including noises made by cats, dogs, etc.)	34
Pigeons	10
Garbage receptacles need to be provided, cleaned or removed	9
Beating rugs and carpets	8
Unsanitary condition	8
Bad food or milk	6
Clothes lines	5
Smoke nuisance	5
Others	15
Total	100

The above classes of complaint are usually abated before an inspection is made, necessitating useless negative reporting.

c. In the examination of the four hundred complaints above referred to, a number of notices and orders were found to which considerable time was devoted in the process of reinspection and settlement. The following will serve as examples:

	Number of Inspections.	First Inspection.	Settlement.
Notice No. 144	13	Jan. 3, 1910	Feb. 16, 1910
Notice No. 145	14	Jan. 3, 1910	Mar. 3, 1910
Notice No. 153	24	Jan. 4, 1910	May 4, 1910
Order No. 217	23	Jan. 4, 1910	Apr. 27, 1910

The four examples taken together have an average of eighteen inspections and an average of twelve weeks in settlement.

The final results obtained by the department were as follows:

Notice No.144 "sufficiently complied with."
Notice No. 145 "complied with."
Notice No. 153 "premises became locked and vacant on March 13th. No sanitary basis for further enforcement of notice."
Order No. 217 "premises became vacant, no nuisance exists, order is sufficiently complied with."

In the case of Notice No. 153, eleven inspections were made between March 13th and May 4th after the premises were found locked and vacant, and in the case of Order No. 217 seventeen inspections were made between March 9th and April 27th, after an order to vacate was posted on premises.

d A number of notices were also found relating exclusively to barber shop rules and regulations. A barber is given five days to post rules and regulations in his shop. The history of four complaints examined may be summarized as follows:

1. Fifteen inspections.
2. Four notices sent from order clerk's office.
3. Three criminal notices sent from counsel's office.
4. Two orders to enforce issued from office of sanitary superintendent.

Patrolmen who were sent to enforce notices reported that rules and regulations had been posted, and that the case was ready for inspection by a sanitary inspector.

5. Unnecessary duplication of clerical work and records prevails. This criticism is substantiated by the following facts:

a. The record of complaints is duplicated wholly or in part in the following records:
Complaint book, sanitary superintendent (Exhibit A).
Citizens' card, sanitary inspection (Exhibit B).
Complaint record, food inspection (Exhibit C).
Complaint book, complaint clerk (Exhibit H).
Complaint book, sanitary inspection (Exhibit I).

b. The same notices and orders are duplicated in part in the following records:
First entry order book (Exhibit N).
Second entry order book (Exhibit O).
Order or notice card (Exhibit P).
Corporation counsel's record (Exhibit R).
Corporation counsel's order book (Exhibit S).

The corporation counsel's order book is arranged in columnar form. A separate line is given to each order or notice number, which results in a considerable waste of space due to the fact that only about one-third of the notices and orders recorded are forwarded to the corporation counsel's office for criminal notice or further legal action, the other two-thirds not requiring the attention of the corporation counsel's office.

6. The series of numbers used in filing complaints in the order clerk's office does not co-ordinate with the series of numbers given upon their receipt, so that there is no assurance that all complaints received are acted upon and filed.

7. The records are inadequate and cumbersome, not being designed for ready location, identification of repeated complaints, or notation of jurisdiction, action taken, final disposition and progress in process of settlement.

There is no comprehensive index in the order clerk's office of complaints received by which the exact character of the complaint and the final disposition thereof may be ascertained. The index used only refers to location and the filing number of the complaint.

The index in the complaint clerk's office does not give any information other than the page number of the complaint book and location.

The index file of tenement houses in the complaint clerk's office does not reflect existing conditions, and apparently has not been revised for some years.

The complaint book only shows result in general terms after first inspection.

The second entry order book shows location by streets but not by street numbers.

The first and second entry order books do not refer to complaints on which notices or orders are issued.

8. The facilities for filing complaints, notices and orders consist of antiquated wooden pigeonholes, not easily accessible for references purposes, and not affording sufficient protection to documents from dust.

9. In the reports of the division of general sanitary inspection the number of complaints returned for notices and orders does not agree with the number of notices and orders issued.

The last published annual report of the department (1908) shows, under the heading "General Sanitary Inspection" (Table 10):

Complaints found valid and returned for notices or orders	12,177
Notices and orders issued during year	13,621
An excess of notices and orders issued of	1,444

Part of this excess is made up of 1,222 renovation complaints made by inspectors of the division of communicable diseases (Table 44), which are not reported as complaints in the division of general sanitary inspection.

10. No receipt is taken for complaints forwarded without inspection to the Tenement House Department.

II. DESCRIPTION OF METHODS AND PROCEDURE:

Sources of Complaint—

Complaints are received from the following sources:

1. Citizens, by letter (signed and not signed), telephone, verbal.
2. Sanitary inspectors.
3. Inspectors of divisions other than sanitary inspection (through chiefs of divisions).
4. Other departments or officials.

Character of Complaint—

1. In the division of sanitary inspection each complaint deals with one or more of the following items:

1. Alleys, Areas, Shafts, Yards, need Cleaning, Draining or Paving.
2. Animals kept without permit.
3. Apartments need cleaning or ventilating.
4. Ceilings or walls need cleaning, whitewashing or repairing.
5. Cellars need cleaning, cementing or draining.
6. Cellars inhabited contrary to law, or apartments overcrowded.
7. Cesspools need cleaning or repairing.
8. Chimneys need cleaning or repairing.
9. Excavations or vacant lots need cleaning, draining, repairing or fencing.
10. Floors need cleaning or repairing.
11. Gas mains or pipes need repairing.
12. Garbage or ash receptacles need to be provided, removed or cleaned.
13. Halls or stairways need cleaning or repairing.
14. Ice boxes need cleaning or draining.
15. Lighting needed in dark halls or rooms.
16. Offensive trades.
17. Plumbing needs cleaning, repairing, trapping or removal of obstructions.
18. Privies need cleaning, disinfecting or repairing.
19. Roofs or roof drains need cleaning or repairing.
20. Smoke nuisance.
21. Stables should be cleaned, repaired, drained or removed.
22. Water closets need cleaning, repairing, or to be provided.
23. Water tanks or cisterns need cleaning or repairing.
24. Manure dumps.
25. Defective drainage.
26. Barber shops do not comply with rules and regulations.
27. Public conveyances.

In addition to these items the division of sanitary inspection handles all miscellaneous complaints except such as are referred to other departments, or are properly a part of the work of the following divisions:

1. Milk inspection.
2. Food inspection.
3. Contagious diseases.
4. Communicable diseases.
5. Child hygiene.

Procedure—

The procedure followed in the handling of complaints may best be described under the following captions:

1. Receipt of complaint by complaint clerk.
2. Reply to complainant.
3. Action by complaint clerk.
4. Distribution to inspectors and tabulation of inspectors' returns.
5. Issue of references, notices, orders, filing and indexing.
6. Recording of notices and orders.
7. Re-inspection of notices and orders.
8. Legal action.
9. Action taken by office of sanitary superintendent.
10. Action taken by the Board.
11. Employees engaged in handling complaints, notices and orders.

1. *Receipt of complaints by complaint clerk.*
   a. From secretary.
   b. From commissioner through sanitary superintendent and assistant sanitary superintendent.
      (1) Entered in office of commissioner on temporary card when result of investigation by inspection is requested; card destroyed when result is obtained.
      (2) Entered in office of sanitary superintendent in complaint book (Exhibit A).
      (3) Entered in office of assistant sanitary superintendent in complaint book (Exhibit A).
   c. From division of milk inspection, food inspection, contagious diseases, communicable diseases and child hygiene.
      (1) Entered in division of milk inspection on card (Exhibit B).
      (2) Entered in division of food inspection on card (Exhibit C).
      (3) Entered in division of contagious diseases in complaint book (Exhibit D).
      (4) Entered in division of communicable diseases in memorandum book with other communications, requests, etc.
      (5) Entered in division of child hygiene in blank book (Exhibit E).
2. *Reply to complainant.*
   a. Printed letter by secretary (Exhibit F).
   b. Personal letter by commissioner, sanitary superintendent or secretary.
   c. Personal call by inspector at time of inspection.
3. *Action by complaint clerk.*
   a. Investigation of location of complaint in tenement house file.
   b. Complaint written on, or attached to, complaint and report (Exhibit G).
   c. Entry in complaint book (Exhibit H).
   d. Complaints forwarded to divisions of inspection, etc.
   e. Entry of result of inspection.
   f. Complaints forwarded to order clerk's office for filing.
4. *Distribution to inspectors and tabulation of inspectors' returns.*
   a. Received in "cage" or distributing office of sanitary inspection.
   b. Citizens' complaints recorded on citizens' cards (Exhibit B).
   c. Forwarded by mail to residence of inspector or delivered to inspector in person.
   d. Complaints returned by inspectors are reviewed by special inspectors.
   e. Complaints received from sanitary superintendent on which a return of result is requested are marked "special" and are entered in a complaint book (Exhibit I), in addition to the usual entry on Exhibit B.
   f. Record taken of complaints according to result.
      (1) Negatives, including
         N.C.C.—no cause for complaint;
         N.C.A.—no cause for action;
         N.A.—nuisance abated.
      (2) References—to other departments.
      (3) C.R.F. Complaints received and forwarded for notice or order.
   g. Record taken of items investigated according to classification (see character of complaints, page).
   h. Each division distributes complaints to its own inspectors.
   i. Inspectors' reports.
      (1) Division of sanitary inspection.
         (a) Entered in a blank book (written headings showing number of complaints by each inspector daily and weekly).
         (b) Reviewed by special inspector and follow same course as citizens' complaints.
      (2) Other divisions.
         (a) Approved by borough chiefs or chief inspectors.
         (b) Forwarded to sanitary superintendent through division chiefs.
5. *Issue of references, notices and orders, filing and indexing.*
   a. Issue of references.
      (1) Complaints investigated in file by complaint clerk and found to come under the jurisdiction of the Tenement House Department are entered in the complaint book and mailed to that department.
      (2) Complaints and reports returned by inspectors recommending reference to another department.

(a) Reviewed and approved by chief inspector, division of sanitary inspection.

(b) Reviewed and approved by assistant sanitary superintendent.

(c) Copy of complaint or report made on letter form in the order clerk's office.

(d) Mailed to other department.

b. Issue of notices and orders.

(1) Complaints and reports returned by inspectors recommending notice or order, or by patrolmen stating that nuisance or unsanitary condition exists.

(2) Reviewed by special inspector.

(3) Notice made out in duplicate (Exhibits J and K) in order clerk's office.

(4) Exhibit "J" mailed to owner, lessee or tenant.

(5) Exhibit "K," for use by inspectors in making re-inspections.

(6) Orders made out in triplicate in the order clerk's office, two copies being similar in character to that of notices, and the third or office copy forwarded to the secretary for signature.

c. Filing and indexing in the order clerk's office.

(1) Complaints filed according to result in three series of numbers.

(a) Negatives, filing number in black ink.

(b) References, filing number in green ink.

(c) Notices and orders, filing number in red ink.

(2) Filing numbers of notices and orders are the same as the filing number of complaints on which they are issued.

(3) Complaints indexed by number only, the same being entered in colors, as noted above, against the location; books, designed for three-year periods are used in indexing complaints for the boroughs of Manhattan and Brooklyn; cards are used for other boroughs.

d. A card index of locations giving page numbers of complaint book is kept by the complaint clerk.

e. Card indexes of premises (Exhibit L), and name of complainant (Exhibit M), are kept in the office of the sanitary superintendent.

6. *Recording of notices and orders.*

a. Entered under supervision of the sanitary superintendent by clerk located in the office of the assistant sanitary superintendent.

(1) In first entry order book (Exhibit N).

(2) In second entry order book (Exhibit O).

b. Entered in the division of sanitary inspection "cage" on order or notice record card (Exhibit P).

c. Notices and orders "not complied with" and referred for instructions to sanitary superintendent from the division of sanitary inspection, as a matter of form, pass through the office of the assistant sanitary superintendent and are entered in the notice record book (Exhibit Q) by a junior clerk.

7. *Re-inspection of notices and orders.*

a. Time for re-inspection marked on notice or order by the order clerk as "Forthwith," "24 hours," "5 days."

b. Distributed from "cage" in same manner as complaints.

c. Historical record made in second entry order book (Exhibit O), when notices and orders pass between the division of sanitary inspection and the offices of the sanitary superintendent or assistant corporation counsel.

8. *Legal action.*

a. Notices and orders "not complied with" after the first re-inspection and no progress reported by inspector are referred to the office of assistant corporation counsel.

b. Entered in blank book (Exhibit R).

c. Entered in order book (Exhibit S).

d. Counsel's criminal notice sent.

e. Suit, if necessary, to enforce compliance with notices and orders or collect penalties.

9. *Action taken by office of sanitary superintendent.*

a. Enforce notice, issued when notice or order is returned "not complied with," after criminal notice has been sent.

b. Order to re-inspect premises for issuance of vacation of public nuisance order.

c. Order to "procure summons."

d. Rescinding notices.

10. *Action taken by Board.*

a. On applications for

(1) Extensions on notices or orders.

(2) Modification of notices or orders.

(3) Relief from compliance with notices and orders.

b. Issue of vacation or public nuisance order on recommendation of sanitary superintendent.

11. *Employees engaged in handling complaints, notices and orders.*

Owing to the fact that there is not a definite force whose entire time is devoted to this work, it is difficult to determine the cost thereof. The following table has been prepared to show the force engaged wholly or partly on complaint work, and the estimated amount of their salaries chargeable against this work.

Complaint clerk	$1,200 00	
Assistant to complaint clerk	480 00	
		$1,680 00

Order clerk's office.

Order clerk	$1,200 00	
Clerk	900 00	
Stenographer	750 00	
Clerk	300 00	
		$3,150 00

Division of sanitary inspection.

	Total Salary.	Part Time.	
Chief clerk	$1,050 00	(⅗) $630 00	
Stenographers	1,400 00	(½) 700 00	
Clerk	480 00	(½) 240 00	
Cage clerk		480 00	
Cage clerk		480 00	
Cage clerk		300 00	
Chief sanitary inspector	$2,550 00	(⅘)$2,040 00	
5 Sanitary inspectors, at $1,500	7,500 00	(⅘) 6,000 00	
17 Sanitary inspectors, at $1,200	20,400 00	(⅘)16,320 00	
			$27,190 00
28 Sanitary policemen (Health Squad), at $1,400 per annum (⅓)			13,066 66
Clerk in charge of first and second entry order book			900 00
Office of sanitary superintendent (part time 1 clerk)			300 00
Office of assistant sanitary superintendent (part time time 1 clerk)			300 00
Division of contagious diseases (part time 1 clerk)			100 00
Division of communicable diseases (part time 1 clerk)			100 00
Division of child hygiene (part time 1 clerk)			100 00
			$46,886 66

In addition to the above a portion of the cost of running the assistant corporation counsel's office should be included when determining the cost of handling complaint work.

III. CONSTRUCTIVE SUGGESTIONS:

The following suggestions are offered as a basis for correcting the various matters criticized in the first section of this report. Each suggestion is presented separately under the following captions:

1. Organization of bureau of complaints and orders.
2. Inspections and re-inspections.
3. Records.
4. Filing system.
5. Reports.
6. Reply to complainant.
7. Proposed routine for bureau of complaints and orders.
8. General.

1. *Organization of bureau of complaints and orders:*

It is suggested that the present organization engaged upon this work be remodeled so as to secure one unified bureau of complaints and orders, whose functions shall embrace the following:

a. To receive and record all complaints and sanitary inspectors' reports.

b. To make out and record references, notices and orders.

c. To distribute complaints, notices and orders to inspectors and patrolmen for divisions of sanitary inspection, milk inspection and food inspection.

d. File all complaints, sanitary inspectors' reports, references, notices and orders.

e. Act as bureau of information regarding complaints, sanitary inspectors' reports, references, notices and orders.

f. Act as bureau of statistics regarding complaints, sanitary inspectors' reports, references, notices and orders.

It is further suggested that a chief of the bureau of complaints and orders be appointed, whose duties shall be purely administrative, and who will be held responsible for the efficient operation of the division.

The clerical force required for the work, together with an estimate of the probable salary cost is presented herewith:

Chief (to be transferred from the position of sanitary inspector)		$1,800 00
Complaint desk.		
Clerk	$1,200 00	
Assistant	480 00	
		$1,680 00
Order desk.		
Clerk	$1,200 00	
Stenographer	750 00	
		$1,950 00
Distribution Desk.		
Clerk	$480 00	
Clerk	480 00	
		$960 00
Files, etc.		
Clerk	$1,050 00	
Assistant	480 00	
Assistant	480 00	
		$2,010 00
		$8,400 00

2. *Inspections and re-inspections.*

As a remedy for useless inspections mentioned, the following suggestions are made:

a. That inspectors be instructed to leave a copy of barber shop rules and regulations in shops where such rules are not found, and to make a re-inspection to see that such rules continue posted. Inspectors should be required to report all such cases, and through occasional inspections by supervisors an adequate control would be established.

b. That inspectors be instructed to limit examinations in tenement houses to items which come under the jurisdiction of the Department of Health and which do not come under the jurisdiction of the Tenement House Department.

c. More vigorous and immediate action upon telephone complaints by the department would, it is believed, result in the elimination of a large number of complaints caused by pigeons, beating of rugs, clotheslines in air shafts, etc.

d. Of the large number of complaints received on account of "noise," few result in notices and orders. The educational function of an inspector's visit in these instances should be performed at a reduced expense by the use of a form letter hereby submitted (Suggested Form A).

In cases where it is impossible to reach the person responsible through the mail, or the form letter does not produce the desired result, action by the department through an inspector would be necessary.

3. *Records.*

As a remedy for duplicate records, etc., the following changes are suggested:

a. Complaint books and records.

(1) That Exhibits A, B, C, H, and I be discontinued and replaced by a citizen's complaint card (Suggested Form B), to be kept in the bureau of complaints and orders in the office of the sanitary superintendent.

(2) That the record of complaints be eliminated from Exhibits D and E and a complaint record (Suggested Form C) be kept in the office of the sanitary superintendent and in the divisions of contagious diseases, communicable diseases and child hygiene, where it is desirable to record and inspect complaints without awaiting reference to the bureau of complaints and orders.

(3) That Exhibit G be discontinued and replaced with two forms, as follows:

(a) Complaint and report (Suggested Form D).

(b) Inspectors' report (Suggested Form E).

That the forms be given a number according to receipt, each class in a separate series, and filed according to number.

b. Notice and order records.

That Exhibits N, O, P and Q be discontinued and replaced with notice record card (Suggested Form F), which will give on its face a general history of a notice or order and on the reverse side a record of progress in process of settlement.

c. Corporation counsel's office records.

That the use of Exhibits R and S be discontinued and replaced with Suggested Form G.

d. Indexes.

That index books now used in the order clerk's office, index cards now used in the complaint clerk's office, be discontinued and replaced with index card (Suggested Form H).

This card will serve as an index—

(1) According to location for all complaints, reports, references, notices and orders.

(2) Indicating the general cause of complaint.

(3) Giving numbers of complaints, notices and orders pending.

(4) Furnishing a continuous record, not limited to three years as are the index numbers now used in the order clerk's office.

e. That complaint cards (Exhibit M) be installed in the bureau of complaints and orders. That the title of these cards be changed from "office of the sanitary superintendent" to "bureau of complaints and orders."

f. The lack of check on notices and orders issued is overcome by recording all complaints, whether made by citizens or inspectors, in one bureau of complaints and orders. The number of complaints returned for notice or order must agree with the number of notices and orders issued.

The few possible exceptions to this rule can be shown in a report of notices and orders issued (Suggested Form I) under a separate caption so that the balance may be maintained.

(g) That a form of letter with receipt attached (Suggested Form L) be forwarded with complaints referred to the Tenement House Department without inspection.

It has been the custom of sanitary inspectors to report the number and character of items investigated. This procedure and the tabulation of items by the clerks in the division of sanitary inspection entails considerable clerical labor.

The statistics thus compiled are not apparently of sufficient value to justify the labor expended.

It is suggested that reporting of items investigated be discontinued.

4. *Filing system:*

As a remedy for the inadequate filing facilities it is suggested that modern steel vertical files be installed for the filing of notices and orders.

That tray files, similar to those used for location cards in the division of communicable diseases, be installed for filing the proposed card records.

That the tenement house file now kept in the complaint clerk's office be revised and brought up to date.

In connection with the filing of complaints, it is suggested:

a That complaints be filed under the number given at their receipt.

b That complaints of each borough be filed in a separate series of numbers.

5. *Reports:*

It is suggested that the division of general sanitary inspection discontinue reporting complaints, notices and orders. It is suggested that the bureau of complaints and orders furnish a weekly report of complaints, reports of sanitary inspectors' notices and orders (Suggested Form I).

6. *Reply to complainant:*

To improve the supervision and to increase existing efficiency, the following changes are suggested:

That the letter form (Exhibit F) be discontinued and replaced with form of letter (Suggested Form J), and a reply form (Suggested Form K) be enclosed with the letter form.

The advantages of this change are as follows:

a A valuable record showing the efficiency of the department will be obtained and may be filed with the original complaint.
b The time now taken by an inspector in calling upon a complainant can be saved and devoted to original inspections.
c A valuable check will be obtained upon the work of inspectors.

7. *Proposed routine for bureau of complaints and orders:*

a. Complaints—
(1) Complaints received by officials or divisions of the department to be forwarded direct to the bureau of complaints and orders.
(2) Complaint looked up in tenement house file.
(3) Citizenzs' complaints for divisions of general sanitary inspection, food inspection and milk inspection attached to complaint and report (Suggested Form D), given a number and entered upon citizens' complaint card (Suggested Form B).
(4) Citizens' complaints for divisions of contagious diseases, communicable diseases and child hygiene given a number and entered upon citizens' complaint card (Suggested Form B).
(5) Citizens' complaint card (Suggested Form B) placed in tickler file.
(6) Number of complaint entered upon index card (Suggested Form H) from complaint and report (Suggested Form D) and complaints not to be attached to complaint and report.
Index card (Suggested Form H) scrutinized to see if complaint is duplicate of one pending or a repetition.
(7) Repeated complaints referred to chief of bureau for special action by chief inspector or supervisors.
(8) Complaint and report forms forwarded to inspectors.
(9) Complaints forwarded to divisions of contagious diseases, communicable diseases and child hygiene for report if result of inspection is not noted upon complaint when first received by bureau of complaints and orders.
Result of inspection noted on citizens' complaint card (Suggested Form B) and index card (Suggested Form H) and complaint returned to proper division for filing.
(10) Complaint and report forms (Suggested Form D) received from inspectors.
(11) Referred to supervisors for review.
(12) Received from supervisors.
(13) Reviewed by chief of bureau who gives numbers to notices, orders and references and time for re-inspection of notices and orders.
(14) Entered on index cards (Suggested Form H) as to result of inspection on complaint and order, notice or reference number.
(15) Record taken of number of complaints returned by each inspector according to result.
(16) Complaint and report (Suggested Form D) finally returned to complaint clerk and record made on citizens' complaint card (Suggested Form B), which is transferred to a "dead" file.
(17) Complaint and report forms filed numerically.
(18) Inspectors' reports (Suggested Form E) received from inspectors and given a number by complaint clerk.
(19) Entered on index card (Suggested Form H).
(20) Referred to supervisor for review and follow thereafter the same general routine as complaint and report (Suggested Form D).
(21) Inspectors' reports filed numerically.

b. References:
(1) Made out by stenographer, attached to order desk on form in use at present time.

c. Notices and orders.
(1) Notices made out in duplicate by stenographer attached to order desk. First copy to owner, lessee or tenant (present form); second copy to inspector for re-inspection (present form).
(2) Orders.
(a) Made out in triplicate by stenographer attached to order desk on forms in use at present time.
(3) Notices and orders entered on notice record card (Suggested Form F). (Note—A memorandum should be made on card in the case of orders, which are comparatively few.)
(4) First copy of notices and orders reviewed by chief of division before being mailed to property owner, lessee or tenant.
(5) A record should be made on the reverse side of notice record cards (Suggested Form F), showing the dates when notices or orders were received from, or referred to, inspectors for re-inspection or officials for instructions.
(6) Notices and orders should pass directly to the office of the official to whom referred for instructions.
(7) Notices and orders not complied with should be reviewed by the chief inspector after the second re-inspection and after every re-inspection thereafter.
(8) When finally complied with the number of re-inspections on notices and orders should be entered on the face of notice record card (Suggested Form F) with other historical data indicated by entries on the reverse side of card.
(9) Notice record cards (Suggested Form F), "complied with" transferred to "dead" file.
(10) Date "complied with" entered on index cards (Suggested Form H).
(11) Record taken of notices and orders "complied with" in thirty days, sixty days, etc.

8. *General.*

A distinction should be more closely drawn by the department between complaints and cases of diseases reported, which are not now considered as complaints. The following classification is suggested:

Complaints—
All complaints made by citizens.
Not to be considered as complaints—
(1) Diseases reported by physicians.
(2) Diseases reported by inspectors.

d. In the divisions of contagious diseases, communicable diseases and child hygiene the complaints received are few, and it is often necessary to act upon a complaint immediately. It is not intended in these suggestions that such complaints be received in the first instance by the bureau of complaints and orders, but rather that the operative division submit to the bureau of complaints and orders a report of the result of inspection so that a uniform record of all complaints may be maintained in the complaint bureau.

The present duties of the sanitary inspectors are—
(1) To investigate complaints and at the same time make a general sanitary inspection of the premises against which the complaint is made.
(2) To make original inspections in premises where food is prepared or sold, and in barber shops and other places patronized by the public.
(3) To report any violation of the sanitary code or any nuisance or condition dangerous to life and health which may be noticed in the district to which they are assigned.

The time that a sanitary inspector is supposed to be on duty is not specified. In the investigation of complaints it is sometimes necessary to make inspections during the night or early morning.

The following table has been prepared to show the variation in the amount of work done by inspectors:

Comparative Statement of Work Performed by Eighteen Inspectors, Division of General Sanitary Inspection.

Months of January and February, 1911.

	Total.	Inspectors.					
		A.B.C.	D.E.F.	G.H.I.	J.K.L.	M.N.O.	P.Q.R.
Citizens' complaints investigated.	1,051	223	250	169	135	175	99
Inspectors' complaints filed......	1,426	355	275	290	226	184	96
Total complaints	2,477	578	525	459	361	359	195
Notices, and orders reinspected..	3,689	845	770	690	629	510	245
Inspections without complaints..	5,624	946	1,241	1,073	813	770	781
Total number inspections..	11,790	2,369	2,536	2,222	1,803	1,639	1,221
Total number items investigated	70,593	17,234	14,736	14,632	9,797	8,228	5,966
Average number of inspections per day by one inspector......	15.23	18.36	19.66	17.22	13.98	12.71	9.46
Average number of items per inspection	5.99	7.27	5.81	6.58	5.43	5.02	4.88

Cost of Inspections and Items Investigated.

	Total.	1910.	1909.	1908.
Number of inspectors.............	67	22	22	23
Total number of inspections........	282,853	102,293	98,474	82,086
Average inspections per day by one inspector	15.240	16.784	16.159	12.884
Total cost of inspections............	$84,300 00	$27,680 62	$27,680 62	$28,938 76
Average cost of one inspection....	$0 298	$0 2706	$0 2811	$0 3525
Total items investigated...........	1,484,073	622,533	552,241	309,299
Average cost of one item investigated	$0 0568	$0 0444	$0 0501	$0 0935
Average number of items per inspection	5.24	6.08	5.60	3.76

It is suggested that inspectors be required to work a specified number of hours per day. That a series of standards be established, varying in accordance with the conditions under which the inspectors work, and that adherence to this varying standard be enforced through an active and thorough system of supervision.

It is suggested that supervisors be appointed on the basis of one supervisor for every ten sanitary inspectors actually engaged in the routine work of inspection and the investigation of complaints. That the supervisors examine and approve all reports submitted by inspectors and be responsible for the efficiency of the work performed by the corps of inspectors in their charge.

EXHIBIT "A."

DEPARTMENT OF HEALTH.
THE CITY OF NEW YORK.

Complaint books kept in office of sanitary superintendent, and in office of assistant sanitary superintendent.

Page headings:
1. Date received.
2. Received from.
3. Forwarded to.
4. Date forwarded.
5. Premises.
6. Nature of complaint.
7. Complainant.
8. Date returned.
9. Forwarded to.
10. Remarks.

Note—The headings of books are the same in both offices. Entry of complaints in the assistant sanitary superintendent's office which are to be returned to the sanitary superintendent are made in red ink.

EXHIBIT "B."

DEPARTMENT OF HEALTH.
DIVISION OF GENERAL SANITARY INSPECTION.

No................ ....
....
Date received.......................... Date returned...................................
Referred to.......................... Officer..
Order—Duplicate—Nuisance abated—No cause complaint—
Reference.. Approved—Disapproved.
Discontinued. Information on Suggested Form B.

EXHIBIT "C."

DEPARTMENT OF HEALTH.
THE CITY OF NEW YORK.

Complaint record in division of food inspection.

A blank card 3 by 5 inches containing the following information:
1. Address.
2. Cause of complaint.
3. Date sent to or received from complaint clerk.
4. Date given to inspector.
5. Date returned by inspector and result.
6. Date referred to sanitary division.
7. Date sent to order clerk for filing.

EXHIBIT "D."

DEPARTMENT OF HEALTH.
THE CITY OF NEW YORK.

Complaint book kept in division of contagious diseases.

Page headings:
1. Received (date).
2. Number of communication.
3. Location.
4. From whom.
5. Referred to inspector.
6. Referred date.
7. Returned date.
8. Remarks.

EXHIBIT "E."

DEPARTMENT OF HEALTH.
THE CITY OF NEW YORK.

Complaint record in division of child hygiene.

A blank book with the following written page headings:
1. Complaint against.
2. Subject.
3. Date received.
4. Date referred to inspector.
5. Complaint number.
6. Date returned.
7. Inspector.

EXHIBIT "F."

DEPARTMENT OF HEALTH.
THE CITY OF NEW YORK.
Sixth Avenue and 55th Street.
Borough of Manhattan.

New York......................19....

Receipt of your communication of..relative to...............................at the premises................................is respectfully acknowledged. The same has been referred to the Sanitary Superintendent for immediate investigation and report.

If found necessary an order will be issued by the Board of Health for the abatement of any nuisance that may be found to exist. Respectfully,

EUGENE W. SCHEFFER, Secretary.

If the premises complained of are occupied by three or more families, your communication will be forwarded to the Tenement House Department, 44 East 23d street, to whom you are referred for further information concerning complaint.

Discontinued. New letter form with report.

EXHIBIT "G."

(SECTION 28, RULES AND REGULATIONS OF THE DEPARTMENT OF HEALTH, 1899)

The names of any persons complaining to this Department of a nuisance SHALL NOT BE DISCLOSED TO ANY ONE BY AN OFFICER OR EMPLOYE OF THE DEPARTMENT OF HEALTH.

Any violation of the above rule by an employe of this Department will result in the summary dismissal of the offender.

DEPARTMENT OF HEALTH OF THE CITY OF NEW YORK
BOROUGH OF.......................

Complaint and Report of Inspection in reference to premises........................

I, ..., holding the position of a................. in the DEPARTMENT OF HEALTH OF THE CITY OF NEW YORK, do report: That on the...........day of...........191 at........ M., I personally examined and carefully inspected the premises situated.. and found the facts as follows: Said premises consist of a......................... of which......................of........................is........................ and were found in a condition

1. dangerous to life and health,
2. in violation of Section........ of the Sanitary Code,
3. constituting a nuisance,

in the following respects:

EXHIBIT "H."

DEPARTMENT OF HEALTH.
THE CITY OF NEW YORK.

Complaint book, kept by complaint clerk.

Page Headings:

1 Number of complaint
2 Date
3 Location
4 Nature of complaint (general description)
5 Complainant
6 Referred to (department or inspector's name)
7 Date returned
8 Result

EXHIBIT "I."

DEPARTMENT OF HEALTH
THE CITY OF NEW YORK.

Complaint book in division of sanitary inspection.

Page Headings:

1 Number
2 Date received
3 Received from
4 Forwarded to
5 Date forwarded
6 Premises
7 Nature of complaint
8 Complainant
9 Date returned
10 Forwarded to
11 Remarks.

Note: Entries are made by chief clerk of division.

EXHIBIT "J."

No.

DEPARTMENT OF HEALTH OF THE CITY OF NEW YORK.
BOROUGH OF MANHATTAN.
S. W. Cor. 6th Avenue and 55th Street.

New York,.................191..

To..
....
....
(Owner, Agent, or Lessee of premises hereinafter named.)

Sir:

TAKE NOTICE, That you are hereby required by the Board of Health of the Department of Health of the City of New York, at the premises.................... to comply with Section........of the Sanitary Code of the City of New York, as herein specified, to wit:

Your attention is called to Sections 1172 and 1222 of the Charter of the City of New York, which make a violation of the Sanitary Code a misdemeanor and may subject the person responsible therefor to arrest and penalties.

EUGENE W. SCHEFFER,
Secretary.

EXHIBIT "K."

Same form as Exhibit J except Exhibit K provides for inspector's indorsement on reverse side.

EXHIBIT "L."

OFFICE OF THE SANITARY SUPERINTENDENT.

Borough of.............................

PREMISES

Page.	Complainant	Date
....	....	....
....	....	....
....	....	....
....	....	....
....	....	....
....	....	....
....	....	....

Discontinued. Information on Suggested Form H.

EXHIBIT "M."

OFFICE OF THE SANITARY SUPERINTENDENT.

NAME................................ ADDRESS..............................

Page	Premises
....	....
....	....
....	....
....	....
....	....
....	....
....	....

Recommendation. Form to be transferred from office of sanitary superintendent to division of complaints and orders.

EXHIBIT "N."

DEPARTMENT OF HEALTH.
THE CITY OF NEW YORK.

First entry order book kept by clerk, under supervision of sanitary superintendent, located in the office of the assistant sanitary superintendent.

Page Headings:

1 Number of notice.
2 Date complied with.
3 Location.
4 Borough referred to.
5 Remarks.

EXHIBIT "O."

Sample Record of Order No. 217.

Number of Notice.	Date Received.	Number of Premises.	Date Complied With.	Date Rescinded.
....	....	....	....	....
....	....	....	....	....
....	....	....	....	....
....	....	....	....	....
....	....	....	....	....
....	....	....	....	....

Received from Borough Office.															
Not Complied with Dates to and from the Ass't Corp. Counsel.						Forwarded to Sanitary Supt.									
							Recommended.						Recommended Denied.		
To.	From.	To.	From.	To.	From.	New Service.	Modification.	Relief.	Extension.	Rescinded.	Vacated.	Public Nuisance.	Modification.	Relief.	Ex-tension.
..	..	..	..	..	..	....	..	..	..	..	..	..	..	..	......
..	..	..	..	..	..	....	..	..	..	..	..	..	..	..	......
..	..	..	..	..	..	....	..	..	..	..	..	..	..	..	......
..	..	..	..	..	..	....	..	..	..	..	..	..	..	..	......
..	..	..	..	..	..	....	..	..	..	..	..	..	..	..	......
..	..	..	..	..	..	....	..	..	..	..	..	..	..	..	......
..	..	..	..	..	..	....	..	..	..	..	..	..	..	..	......

Referred to Borough Office.											
Received from Sanitary Supt.											
Granted.				Denied.				Board Orders.			
Modification.	Relief.	Extension.	Permit.	Modification.	Relief.	Extension.	Permit.	Vacated.	Public Nuisance.	For Reinspection.	Remarks.
..	..	..	..	..	..	..	..	..	..	.. ..	
..	..	..	..	..	..	..	..	..	..	.. ..	
..	..	..	..	..	..	..	..	..	..	.. ..	
..	..	..	..	..	..	..	..	..	..	.. ..	
..	..	..	..	..	..	..	..	..	..	.. ..	
..	..	..	..	..	..	..	..	..	..	.. ..	
..	..	..	..	..	..	..	..	..	..	.. ..	

Discontinued. Information on Suggested Form F.

EXHIBIT "P."

Borough No......... 191..

DIVISION OF INSPECTIONS ORDER OR NOTICE RECORD.

Location ....

Date Received.	To the Inspector.	No.	Inspector's Return and Report.	To the Ass't San'y Sup't.	Forwarded For Filing.	Remarks.
....	....	......	....	....	....	....
....	....	......	....	....	....	....
....	....	......	....	....	....	....
....	....	......	....	....	....	....
....	....	......	....	....	....	....
....	....	......	....	....	....	....
....	....	......	....	....	....	....

EXHIBIT "Q."

DEPARTMENT OF HEALTH.
THE CITY OF NEW YORK.

Notice record book kept by junior clerk in office of assistant sanitary superintendent giving the following information:

1. Date received.
2. Premises.
3. Number of notice.

EXHIBIT "R."

DEPARTMENT OF HEALTH
THE CITY OF NEW YORK.

Blank book kept in office of assistant corporation counsel for entry of notices and orders in the order of their receipt, containing the following information:

1 Number of notice or order
2 Reply to criminal notice
    a. M. (mail)
    b. P. (personal call)
    c. Th. (telephone)
3 Date of reply

EXHIBIT "S."

DEPARTMENT OF HEALTH

THE CITY OF NEW YORK.

Order book kept in office of assistant corporation counsel for entry of notices and orders according to number.

Page headings:

1 Number of order
2 Date received
3 Reply
4 Re-inspection
 1
 2
 3
 4
 5
 6
5 Returned from re-inspection
 1
 2
 3
 4
 5
 6
6 Report
 1
 2
 3
 4
 5
 6
7 Suit
8 Remarks

Suggested Form A.

DEPARTMENT OF HEALTH.

THE CITY OF NEW YORK.

WALTER BENSEL, M. D.,
Sanitary Superintendent:

New York..................191......

Mr....................................
....
....

A complaint has been made to this Department against the premises occupied / leased / owned by you as follows:...
....
....

We enclose a copy of Section No. 180 of the Sanitary Code and request an immediate compliance therewith.

WALTER BENSEL, M. D.,
Sanitary Superintendent.

Suggested form "B."

CITIZENS' COMPLAINT CARD.

Number........ Date Received..............
Location................................ District................................
Name { Owner ....
Name { Lessee ....
Name { Tenant ....
Complainant { Name ....
Complainant { Address ....
Complainant { Complaint repeated: Yes No......... No........
Nature of complaint...
....
Referred for investigation to...
Date of inspection............................Date returned.......................
Referred to other Departments: Without inspection...........................Dept.
After inspection..............................Dept.
Result of inspection { N. C. C. .... Number ....
Result of inspection { N. C. A. .... Reference ....
Result of inspection { N. A. .... C. R. F. ....

Department of Health, The City of New York.

Suggested form "C."

COMPLAINT RECORD.

Complaint Number.	Received from Complaint. Desk.	Premises.	Referred to Inspector.		Date. Returned.	Returned to Complaint Desk.
			Name.	Date.		
....	....	....	....	....	....	....
....	....	....	....	....	....	....
....	....	....	....	....	....	....
....	....	....	....	....	....	....
....	....	....	....	....	....	....
....	....	....	....	....	....	....
....	....	....	....	....	....	....
....	....	....	....	....	....	....
....	....	....	....	....	....	....

Department of Health, The City of New York.

Suggested form "D."

DEPARTMENT OF HEALTH OF THE CITY OF NEW YORK.

(SECTION 28. RULES AND REGULATIONS OF THE DEPARTMENT OF HEALTH, 1899.)

The names of any persons complaining to this Department of a nuisance SHALL NOT BE DISCLOSED TO ANY ONE BY AN OFFICER OR EMPLOYE OF THE DEPARTMENT OF HEALTH.

Any violation of the above rule by an employe of this Department will result in the summary dismissal of the offender.

Complaint.

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

Report.

Location...................................... Consist of.......................
Name { Owner ....
Name { Lessee ....
Name { Tenant ....
Result of Investigation: Date................., 191.... M...........
1. Dangerous to life and health...
2. In violation of Section ...... of the Sanitary Code..........................
3. Constituting a nuisance...
....
....
....
....
....
....
....
Recommendations ....
....
....
....
....

I hereby certify that the above report is correct.

...........................Patrolman-Sanitary Inspector.

(Reverse Side.)

Sanitary Bureau.

Borough of ....

Complaint and Report

On ....
Indexed and Filed..................................191....

Entered ....
.... Complaint Clerk.
Reviewed ....
.... Sanitary Inspector.
Approved ....
..................................Chief.

Result.

N. C. C....... .... Reference No. ....
N. C. A....... .... Notice No.... ....
N. A. .... Order No..... ....

Suggested form "E."

Number........... INSPECTOR'S REPORT.
Location................................ District................................
Name { Owner ....
Name { Lessee ....
Name { Tenant ....
Result of investigation: Date................., 191 ....M.............
1. Dangerous to life and health...
2. In violation of section........of the Sanitary Code...........................
3. Constituting a nuisance..
....
....
....

(Reverse Side.)

Department of Health, The City of New York.

Recommendations:

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

I hereby certify that the above report is correct.

....
Patrolman-Sanitary Inspector.

Reviewed............................ Approved..........................
Sanitary Inspector. Chief.
C. R. F........ No........ Reference........ No........ Entered in index........

Suggested Form "F."

Number................ NOTICE RECORD CARD. Date Issued............
Location No. .... District...............................

Citizen's Complaint No......................
Inspector's Report No......................

New Service. Name .... Date.
Location ....

	Date.
Counsel's Criminal Notice Sent...	....

Action Taken

Enforce Notice	....
Procure Summons	....
Reinspect for	....
Notice Rescinded	....

Name { Owner ....
Name { Lessee ....
Name { Tenant ....

Action Taken by Board.		Granted Date.	Denied Date.
Application for	Extension....	......	......
	Modification..	......	......
	Relief........	......	......

Board Orders. Vacated Public Nuisance.

Number of Inspections. Inspectors. Patrolmen.

Notice.	Date.	No. of Days.
Complied with...........	......	30 60 90
Permit Issued..........	......	No........

Department of Health, The City of New York.

(Reverse Side.)

Referred To	Date	Received From	Date
....	....	....	....
....	....	....	....
....	....	....	....
....	....	....	....

Suggested form "G."

COUNSEL'S ORDER RECORD.

Number of Order.	Date Received.	Reply.	Suit.
....	....	....	....

Reinspection.

1	2	3	4	5	6
....	....	....	....	....	....

Returned from Reinspection.

1	2	3	4	5	6
....	....	....	....	....	....

Report.

1	2	3	4	5	6
....	....	....	....	....	....

Remarks ....

....

....

....

....

Department of Health, The City of New York.

Suggested form "H."

Location.. District..............................

Complaints and Reports.					Action				
Citizen's No.	Inspector's No.	Date.	Cause No.	Result.	Reference No.	Order No.	Notice No.	Cause No.	Date C.W.
....	....	......	.....	......	....	.....	......	......	......
....	....	......	.....	......	....	.....	......	......	......
....	....	......	.....	......	....	.....	......	......	......
....	....	......	.....	......	....	.....	......	......	......
....	....	......	.....	......	....	.....	......	......	......
....	....	......	.....	......	....	.....	......	......	......

Department of Health, The City of New York.

Suggested form "I."

DEPARTMENT OF HEALTH OF THE CITY OF NEW YORK.

BUREAU OF COMPLAINTS AND ORDERS.

Week ending..	Total.	General Sanitary Inspection.	Food.	Milk.	Contagious Diseases.	Communicable Diseases.	Child Hygiene.
Complaints and Reports.							
Complaints pending (at beginning of week)........................	....	....	....	....	....	....	....
Citizens' complaints received: Anonymous........................	....	....	....	....	....	....	....
Signed	....	....	....	....	....	....	....
Inspectors' reports filed..	....	....	....	....	....	....	....
Total complaints and reports...........................	....	....	....	....	....	....	....
No cause for complaint..	....	....	....	....	....	....	....
No cause for action..	....	....	....	....	....	....	....
Nuisance abated	....	....	....	....	....	....	....
Duplicate	....	....	....	....	....	....	....
Referred to other divisions..	....	....	....	....	....	....	....
Referred to other departments..	....	....	....	....	....	....	....
Returned for notice or order..	....	....	....	....	....	....	....
Complaints pending (at end of week)..	....	....	....	....	....	....	....
Total	....	....	....	....	....	....	....
Notices and Orders.							
Pending (at beginning of week)..	....	....	....	....	....	....	....
Issued during week on complaints and reports.....................	....	....	....	....	....	....	....
Total notices and orders..	....	....	....	....	....	....	....
Complied with before legal action..	....	....	....	....	....	....	....
Complied with after legal action..	....	....	....	....	....	....	....
Rescinded	....	....	....	....	....	....	....
Pending (at end of week)..	....	....	....	....	....	....	....
Total notices and orders complied with during week..................	....	....	....	....	....	....	....
Number complied with within 30 days..............................	....	....	....	....	....	....	....
60 days..............................	....	....	....	....	....	....	....
90 days..............................	....	....	....	....	....	....	....
Number complied with not within 90 days..........................	....	....	....	....	....	....	....

I hereby certify that the above report is correct.

....Chief.

Suggested Form "J."

DEPARTMENT OF HEALTH
THE CITY OF NEW YORK.
Complaint No..........
DEPARTMENT OF HEALTH
THE CITY OF NEW YORK.
Sixth Avenue and 55th Street
Borough of Manhattan

New York.........................191

Receipt of your communication of.......................................relative to................at the premises...............is respectfully acknowledged. The complaint has been referred to.......................................for immediate investigation and report.

Please notify the Department on enclosed form in............................ days if cause of complaint has or has not been removed.

Respectfully,
EUGENE W. SCHEFFER,
Secretary.

Suggested Form "K."

DEPARTMENT OF HEALTH
THE CITY OF NEW YORK.
Complaint No..........

New York...........................191

To Department of Health,
The City of New York,
Sixth Avenue and 55th Street,
Borough of Manhattan:

The cause for complaint referred to in my letter dated.......................... has........ been removed...

....

....

....

....
Complainant.

....

....

Suggested Form "L."

DEPARTMENT OF HEALTH
THE CITY OF NEW YORK.
55th Street and Sixth Avenue

WALTER BENSEL, M. D.,
Sanitary Superintendent.

New York.......................191

To the Tenement House Department,
44 East 23d Street,
New York City:

Sirs: Complaints No........ to No........, received by the Department of Health, which come under the jurisdiction of the Tenement House Department, are hereby respectfully forwarded.

Please acknowledge receipt on attached slip.

WALTER BENSEL, M. D.,
Sanitary Superintendent.

Received from Department of Health
Complaints No........ to No........

TENEMENT HOUSE DEPARTMENT,
By....................................

Dated:

The Secretary presented the following report of the Comptroller certifying, pursuant to section 246 of the Charter, the claim of John B. Reimer, at the sum of $143.58, without interest, for material furnished to the Bureau of Sewers in the Borough of Queens, for use in the Disposal Plant at South Jamaica:

Department of Finance, City of New York, Comptroller's Office, September 12, 1912.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—Under and pursuant to the provisions of section 246 of the Charter, I hereby certify that John B. Reimer has presented a claim for material furnished to the Bureau of Sewers, in the Borough of Queens, for use in the Disposal Plant at South Jamaica; that such material was furnished on irregular orders and the claim is therefore illegal and invalid as against the City; that, notwithstanding, in my judgment it is equitable and proper for the City to pay the actual cost of such material, inasmuch as the City has received value for the same; that the actual outlay of the said John B. Reimer was the sum of $143.58, which is the money value of the benefit which the City has derived; that the said sum should be paid to him upon the execution of a full release of all claims against the City for furnishing such material, and that the said sum should be paid out of the fund known as "The Revenue Bond Fund for Claims, Miscellaneous," R. C. L.—11. Respectfully,

WM. A. PRENDERGAST, Comptroller.

Department of Finance, City of New York, Comptroller's Office, July 24, 1912.

In the matter of the application made by John B. Reimer for the adjustment by the Board of Estimate and Apportionment, under section 246 of the Charter, of his claim for $190.13, alleged to be due for material delivered to the Bureau of Sewers, Borough of Queens.

Hon. WILLIAM A. PRENDERGAST, *Comptroller:*

Sir—Under date of the 10th of October, 1910, a report was made upon this application by me, and in accordance with the recommendation therein contained said report and the other papers in the case were transmitted to the Corporation Counsel with a request for his opinion as to whether or not the claim might properly be considered by the Board of Estimate and Apportionment under the said section of the Charter.

In reply to such request, Acting Corporation Counsel G. L. Sterling addressed to you a communication dated the 14th of November, 1911, in which he stated: "It was deemed advisable by me to withhold an opinion in this matter pending the decision in the Dady case. That case was recently decided by the Court of Appeals. Under the decision in the Dady case and the opinion rendered by this office to you on November 3. 1911, as to its meaning and effect, this claim may, if you deem proper, be certified to the Board of Estimate and Apportionment under the provisions of section 246 of the Charter."

From the facts that have been ascertained, it seems that there is no legal liability on the part of the City to pay the amount of the claim, but that it may be presented to the Board of Estimate and Apportionment for equitable adjustment under the said section. For the purpose of arriving at the actual outlay to the claimant for the labor and materials supplied, in compliance with the resolution adopted by the Board of Estimate and Apportionment on the 7th of March. 1912. the claimant was examined under oath and gave testimony concerning such outlay, which testimony is transmitted herewith.

Also transmitted herewith is a report made by Thomas J. Gowen, employed in the Division of Law and Adjustment of this Department, in which he stated the results of his investigation into the accuracy of the statements made by the witness Reimer, as follows: "I examined the bills in claimant's office and found that between the period of April 1, 1907, and August 3, 1907, claimant purchased 1590 barrels of lime and the lowest price paid by claimant for lime during said period was 85 cents a barrel. Claimant has nothing to show that the amount claimed to have been paid by him for unloading the said lime is a correct one. I am informed, however, that 2½ cents a barrel is a very reasonable charge for unloading." Claimant is the owner of the team that delivered the said lime, and while it is true that the rate charged by him, to wit, $6 a day, is a reasonable one, it is not the actual cost to him as it includes

DAMAGED PAGE(S)

a profit. I believe that $4 a day would be about the actual cost to claimant for the use of said team. If the City is liable for said lime its liability should not exceed the following amounts, to wit:

150 barrels of lime, at 85 cents a barrel	$127 50
150 barrels of lime, unloading, at 2½ cents a barrel	3 75
2½ days use of team and driver, at $4 a day	10 00
	$141 25

This application also includes a claim for 1 barrel of cement and 1 bushel of sand. The bills in claimant's possession show that he paid $1.63 a barrel for cement. Claimant has nothing to show what the sand cost him. If the City is liable for said cement and sand, its liability for same should not be more than $1.63 for cement, 20 cents for sand and 50 cents for cartage, or a total of $2.33. To conclude, if the City is liable for the material delivered by claimant, its liability should not exceed $141.25 plus $2.33, or a total of $143.58."

It is to be noted that in a prior report made by Examiner James H. Cocks, of the Division of Law and Adjustment, he stated that he checked the deliveries with the delivery receipts, and found that the deliveries were made and the prices charged were reasonable and just, according to the prices obtained from Messrs. Candee, Smith and Howland Company.

It is evident that Mr. Gowen had more complete information before him at the time of preparing his report than was in the possession of Examiner Cocks, and that the sum of $143.58 recommended by him is a reasonable and just estimate of the claimant's outlay.

Therefore, I respectfully recommend that the certificate prescribed in section 246 of the Charter as a requisite for the consideration of this claim by the Board of Estimate and Apportionment be issued in favor of John B. Reimer, in the sum of $143.58, and that the said amount be paid to him upon the execution of a full release for all claims for compensation for the labor and materials for which claim is made, and that the said amount be paid out of the fund known as "Revenue Bond Fund for Claims, Miscellaneous," R. C. L.—11. Respectfully

JOS. L. HANCE, Auditor of Accounts.

Approved: ALBERT E. HADLOCK, Chief of the Division of Law and Adjustment, July 25, 1912.

Approved: WM. A. PRENDERGAST, Comptroller.

Correct as to calculations and extensions: PHILLIP J. MCEVOY, Examiner.

—

The following resolution was offered:

Resolved, That, pursuant to section 246 of the Charter, being chapter 601, Laws of 1907 of the State of New York, as amended, the Board of Estimate and Apportionment hereby determines that the City had received a benefit from John B. Reimer, and is justly and equitably obligated to pay to him the sum of $143.58, without interest, for material furnished to the Bureau of Sewers, in the Borough of Queens, for use in the Disposal Plant at South Jamaica; that the said sum shall be paid to the said John B. Reimer in full satisfaction of the claim which has been presented by him for such material, and shall be paid only upon the execution by him of a full release in favor of the City in such form as may be approved by the Corporation Counsel; and the Comptroller is hereby authorized to pay the said sum from the fund known as the "Revenue Bond Fund for Claims, Miscellaneous," R. C. L. 11.

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 matter, not upon the Calendar for this day, was considered by unanimous consent:

The Comptroller presented the following communication from the Secretary of the Board requesting the transfer of $15,000 to appropriation Schedule No. 1390, "Contingencies," etc., together with a report recommending said transfer from "Debt Service, Interest on City Debt," appropriation schedule No. 76:

Board of Estimate and Apportionment, City of New York, Office of the Secretary, 277 Broadway, September 16, 1912.

Hon. WILLIAM A. PRENDERGAST, *Comptroller:*

Dear Sir—I beg to submit herewith a summary statement showing the condition of the appropriation entitled "Contingencies," Board of Estimate and Apportionment for the year 1912.

The appropriation for contingencies in the Budget is $12,000. Transfers have been made from time to time amounting to $33,000. A further transfer was made recently for the use of the Committee on the Standardization of Salaries and Grades of $25,000. This totals a credit of $70,000.

The disbursements and outstanding obligations against the appropriation for contingencies to date are as follows:

Ordinary contingencies of the Board including contracts for telephone service	$8,423 18
Disbursements on account of Commission on New Sources of Revenue	1,470 06
Disbursements, etc., on account of Committee on School Inquiry	35,573 21
Disbursements, etc., on account of Committee on Investigation of Departments of Health, Public Charities, and Bellevue and Allied Hospitals	3,748 10
Disbursements on account of entertainment by Commissioner of Docks	1,964 25
Making a total disbursement of	$51,178 80

This would show an apparent credit of $18,821.20, but inasmuch as the $25,000 transfer above referred to is identified with a specific purpose the amount shown as overdrawn is $6,178.80.

There are bills in the office at the present time awaiting the preparation of the necessary vouchers amounting to close on to $1,000 and there are orders outstanding which have not been taken into account in the above statement for supplies, etc., amounting to close on to $500, all of which, as well as the fact that the work of the School Inquiry Committee, the Committee investigating into the Departments of Health, Public Charities and Bellevue and Allied Hospitals, is in progress, should be taken into consideration in reimbursing this account.

I would, therefore, suggest that the sum of $15,000 be credited to said fund by transfer at this time. Yours very truly, JOSEPH HAAG, Secretary.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, September 18, 1912.

To the Board of Estimate and Apportionment:

Gentlemen—On September 16, 1912, the Secretary of the Board of Estimate and Apportionment requested the transfer of $15,000 to the 1912 appropriation for his office entitled, "No. 1390, Contingencies." In connection therewith I report as follows:

The appropriation for No. 1390 was $12,000. Since the appropriation was made, your Board has authorized that the expense of the Committee on New Source of Revenue, Committee on Health, Charities and Hospital Investigation; Committee on School Inquiry, and the expenses of the Commissioner of Docks for the Entertainment of Delegates to the International Navigation Congress, be charged against the account. It has, therefore, been necessary to transfer $58,000 to the account at various times. A transfer of $25,000 on August 19, 1912, was for the exclusive use of the Committee on Standardization of Salaries and Wages.

The expenditures and liabilities to September 17, were as follows:

Appropriation in the 1912 budget	$12,000 00	
Transfers to the credit of the account	58,000 00	
		$70
Expenditures for ordinary contingencies, including telephone service	$8,423 18	
Expenses of Committee on New Source of Revenue	1,470 06	
Expenses on School Inquiry	35,573 21	
Expenses of Committee on Health, Charities and Hospital Investigation	3,748 10	
Expenses of Commissioner of Docks for the Entertainment of Delegates to the International Navigation Congress	1,964 25	
	$51,178 80	
abilities	1,500 00	
		$52,678 80
		$17,321

The foregoing statement shows an apparent credit of $17,321.20, but as $25,000 can be used only for a specific purpose, there is a deficit of $7,678.80.

In addition the Secretary states that the expenses of the Committees on School Inquiry and Health, Charities and Hospital Investigation, which cannot be approximated at this time, should be taken into consideration in reimbursing the account.

The sum of $15,000 is available for the transfer from the 1912 appropriation entitled, "Debt Service, Interest on the City Debt, No. 76, Interest on Bonds, Stock and Corporate Stock Notes, to be issued in 1911, after September 30, and in 1912."

I recommend the adoption of the attached resolution transferring the $15,000 to No. 1390. Respectfully, WM. A. PRENDERGAST, Comptroller.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated for the year 1912, as follows:

FROM

Debt Service.

Interest on the City Debt.

76	Interest on bonds, stock and corporate stock. Notes to be issued in 1911, after September 30, and in 1912	$15,000 00

TO

Board of Estimate and Apportionment.

Contingencies.

1390	For expenses, including expert service, for the work of budgetary appropriations, budgetary publicity and the standardization of salaries, wages, and grades	$15,000 00

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.

On motion, the Board adjourned to meet Thursday, September 26, 1912, at 10.30 o'clock a. m. JOSEPH HAAG, Secretary.

Fire Department.

Abstract of Transactions from September 16 to September 21, 1912.

September 16.

Appointed, to take effect 9 a. m., September 16, 1912—Daniel F. Fogarty, provisionally, as Examiner, Bureau of Fire Prevention, at rate of $1,500 per annum.

Resigned, to take effect 9 a. m., September 16, 1912—George E. Dorsey, Examiner, Bureau of Fire Prevention.

Extension of time granted to Gasteiger & Schaefer 25 Johnson ave., Brooklyn, until September 3, 1912, on contract dated January 16, 1912, for furnishing and delivering forage for companies, Brooklyn.

Contracts Executed—For furnishing all the labor and materials for the erection and completion of new buildings as follows: Engine and Hook and Ladder Company, southwest corner of Seneca ave. and Faile st., The Bronx, $47,000; Hook and Ladder Company, west side Nelson ave., 200.54 feet south of 166th st., The Bronx, $29,900; Colon & Hartnett, 81 E. 125th st., Manhattan, principal; Aetna Accident & Liability Co., surety.

Fires Reported, week ending September 14, 1912—Manhattan, The Bronx and Richmond, 133; Brooklyn and Queens, 76.

Bills Audited—Manhattan, The Bronx and Richmond, Schedule 52 of 1912, miscellaneous, $1,164.47.

September 17.

Opening of Proposals—For furnishing and delivering 2,500 feet 1½-inch and 2,500 feet 3½-inch rubber fire horse: (1) New York Belting & Packing Co., 91-93 Chambers st., Manhattan, Item 1, $1,800; (2) B. F. Goodrich Co. of New York, 1780-1782 Broadway, Manhattan, Item 1, $1,487.50, Item 2, $5,250; (3) Republic Rubber Co. of New York, 229 W. 58th st., Manhattan, Item 1, $2,325, Item 2, $7,250. Award of contract deferred.

The following fines were imposed as result of trials held September 13, 1912: Lieutenant Cornelius D. Donovan, H. and L. Co. 55, for violation of section 199, Rules and Regulations, 1905, one day's pay; Fireman James H. Malone, Eng. Co. 119, for violation sections 181 and 198, Rules and Regulations, 1905, three days' pay; Machinist John J. Farrell, Repair Shops, Brooklyn and Queens, for being under the influence of liquor, drug or compound to such an extent as to be unable to perform his duties in a proper manner, five days' pay.

Complaints Dismissed (tried September 15, 1912)—Captain Christian C. Schlottmann, Eng. Co. 104, for violation section 183, Rules and Regulations, 1905; Fireman Patrick P. Wallace, Eng. Co. 104, for violation section 183, Rules and Regulations, 1905; Fireman Theodore H. Littman, Eng. Co. 139, for violation section 104, Rules and Regulations, 1905.

Appointed, to take effect 9 a. m., September 18, 1912—Sarah W. H. Christopher, as Inspector, Bureau of Fire Pre-
for an emergency period of fif-
$1,200 per annum.
ishing for-

68, for disrespect to superior officer and absence without leave, four days' pay.

Dropped from the rolls, to take effect 5 p. m., September 17, 1912—Emergency Assistant Inspector of Combustibles Robert J. Griffin, Division of Combustibles, Manhattan, The Bronx and Richmond, he having failed to pass non-competitive examination for provisional appointment.

Award of Contract (public letting September 17, 1912)—To B. F. Goodrich Co. of New York, 1780-1782 Broadway, Manhattan, for furnishing and delivering 2,500 feet 1½-inch and 2,500 feet 3½-inch fire hose, $6,687.50.

Contracts Executed—For furnishing all the labor and materials required for the erection and completion of new buildings for engine and hook and ladder companies, as follows: East side 79th st., 180 feet north of 12th ave., Brooklyn, $49,975; P. M. O'Brien Co. (Inc.), 909 President st., Brooklyn, principal; National Surety Co., surety. West side Bristol st., 225 feet 2¾ inches north of Blake ave., Brooklyn, $28,500; William Flanagan, 118 E. 28th st., Manhattan, principal; Maryland Casualty Co., surety. West side 5th ave., south of Newport ave., Rockaway Park, Queens, $46,554; Thomes B. Leahy Building Co., 122 E. 25th st., Manhattan, principal; Southern Surety Co., surety.

Bills Audited—Brooklyn and Queens, Schedule 40 of 1912, contracts, $1,754.

September 19.

The following fines were imposed as result of trials held this day: Lieutenant Michael J. Fitzgerald, Eng. Co. 13, for absence without leave, being under the influence of liquor, drug or compound, and violation of section 29, Rules and Regulations, 1912, five days' pay; Engineer of Steamer William C. Thayne, Eng. Co. 80, for being under the influence of liquor, drug or compound, five days' pay.

Complaints Dismissed (tried this day)—First Grade Fireman John Connolly, No. 2, Eng. Co. 3, for assault; First Grade Fireman John J. Clancy, No. 2, H. and L. Co. 24, for conduct prejudicial to the good order and discipline of the Department.

Appointed, to take effect 8 a. m., September 20, 1912—Blacksmith Christian Paulsen, Repair Shops, Manhattan, The Bronx and Richmond, at rate of $4.50 per diem.

Resigned, to take effect 5 p. m., September 16, 1912—Emergency Clerk Joseph Dwyer, Bureau of Fire Alarm Telegraph, Manhattan.

Dropped from the Rolls—The following named emergency employees, Bureau of Fire Alarm Telegraph, Manhattan, to take effect on dates specified: Clerk Joseph Hogan, Manhattan, 5 p. m., September 19, 1912; Cable Testers Benjamin Finkelstein, Manhattan, 5 p. m., September 20, 1912; William H. Grey, Manhattan, and George T. Lattimer, Brooklyn and Queens, each at 12 m., September 21, 1912; Emergency Inspector Chester B. Starbird, 5 p. m., September 24, 1912.

Transferred, to take effect 8 a. m., September 20, 1912—Fireman James J. McFall, Eng. Co. 68 to Eng. Co. 56.

Retired, to take effect 8 a. m., October
—Captain Henry F. Shaughnessy,
on annual pension of $1,250.
hattan, The Bronx
of 1912, con-
1912,

BOARD OF ELECTIONS.

Board of Elections of The City of New York, General Office, 107 W. 41st St., Borough of Manhattan.

Notice is hereby given, in pursuance of chapter 22, section 301, Laws of 1909, constituting chapter 17 of the Consolidated Laws, of the boundaries of each of the election districts in the Counties of New York, Kings, Queens and Richmond, of the designation of the place of registration, October 11, 12, 18 and 19, and of the polling place for the election to be held November 5, 1912, in each of the election districts in said counties, as follows.

COUNTY OF NEW YORK.

BOROUGH OF MANHATTAN.

First Assembly District.

E. D.	Location	Occupied As
1	38 Greenwich st.	Cigars
2	106 Greenwich st.	Stationery
3	176 Greenwich st.	Shoes
4	9 Mulberry st.	Restaurant
5	381 Greenwich st.	Barber
6	451 Canal st.	Shoes
7	261 Hudson st.	Bakery
8	234 Spring st.	Undertaker
9	196 Spring st.	Florist
10	131 Thompson st.	Cigars
11	196 Prince st.	Leather Supplies
12	361 Hudson st.	Tailor
13	186 Varick st.	Barber
14	140 W. Houston st.	Pool Parlor
15	178 W. Houston st.	Barber
16	145 Bleecker st.	Furniture

Second Assembly District.

E. D.	Location	Occupied As
1	102 Broad st.	Cigars
2	29 Fulton st.	Tailor
3	6 Madison st.	Tailor
4	108 Roosevelt st.	Barber
5	459 Pearl st.	Barber
6	49 Madison st.	Undertaker
7	64 Madison st.	Carpenter
8	105½ Cherry st.	Barber
9	396 Water st.	Candy
10	88 Madison st.	Barber
11	62 Henry st.	Barber
12	112 Henry st.	Candy
13	53 Pike st.	Barber
14	249 Clinton st.	Barber
15	253 Madison st.	Barber
16	285 Madison st.	Barber
17	224 E. Broadway	Confectionery

Third Assembly District.

E. D.	Location	Occupied As
1	148 Leonard st.	Barber
2	11 Chatham sq.	Barber
3	27 Bowery	Barber
4	75 Bowery	Bakery
5	198 Grand st.	Restaurant
6	134 Bowery	Pool Tables
7	77 Chrystie st.	Barber
8	153 Bowery	Barber
9	394 Broome st.	Barber
10	49 Prince st.	Barber
11	262 Bowery	Shoes
12	243 Bowery	Barber
13	41 2d ave.	Undertaker
14	4 Bleecker st.	Barber
15	13 Cooper sq.	Barber
16	240 6th st.	Barber
17	237 6th st.	Tailor
18	10 Stuyvesant st.	Hats
19	55 3d ave.	Barber
20	103 3d ave.	Barber
21	138 E. 12th st.	Barber

Fourth Assembly District

E. D.	Location	Occupied As
1	81 Montgomery st.	Cigars
2	41 Jackson st.	Barber
3	340 Madison st.	Tailor
4	320 Henry st.	Vacant
5	23 Willett st.	Harness
6	95 Ridge st.	Barber
7	127 Ridge st.	Express Office
8	47 Pitt st.	Barber
9	62 Columbia st.	Barber
10	75 Columbia st.	Shoes
11	312 Rivington st.	Fruits
12	327½ Rivington st.	Shoes
13	30 Lewis st.	Barber
14	564 Grand st.	Picture Frames
15	450 Cherry st.	Barber

Fifth Assembly District.

E. D.	Location	Occupied As
1	105 Leroy st.	Real Estate
2	61 Bedford st.	Shoes
3	38-40 Commerce st.	Storage
4	287 Bleecker st.	Barber
5	313 Bleecker st.	Barber
6	302 Bleecker st.	Window Shades
7	645 Greenwich st.	B
8	374 Bleecker st.	
9	523 Hudson st.	
10	682 Washin	
11	757 W	
12		

Sixth Assembly District.

E. D.	Location	Occupied As
1	284 E. Houston st.	Umbrellas
2	225 2d st.	Dyer
3	329 E. Houston st.	Barber
4	413 E. Houston st.	Tailor
5	427 E. Houston st.	Express Office
6	469 E. Houston st.	Barber
7	28 Ave. D	Furniture
8	211 E. 3d st.	Agency
9	642-44 5th st.	Barber
10	52 Ave. D	Barber
11	603 5th st.	Barber
12	82 Ave. D	Plumbing
13	380 E. 8th st.	Candy
14	625 6th st.	Barber
15	624 E. 9th st.	Barber
16	133 Ave. D	Bakery

Seventh Assembly District.

E. D.	Location	Occupied As
1	165 9th ave.	Barber
2	168 8th ave.	Barber
3	182 8th ave.	Barber
4	204 8th ave.	Barber
5	228 8th ave.	Stationery
6	243 8th ave.	Barber
7	189 9th ave.	Laundry
8	219 9th ave.	Barber
9	215 10th ave.	Dry Goods
10	263 9th ave.	Barber
11	363 W. 25th st.	Barber
12	284 9th ave.	Barber
13	327 W. 27th st.	Tailor
14	502 W. 28th st.	Barber
15	323 10th ave.	Butcher
16	379 8th ave.	Barber
17	259 W. 29th st.	Barber
18	204 W. 30th st.	Flowers
19	349 9th ave.	Barber
20	364 10th ave.	Shoes

Eighth Assembly District.

E. D.	Location	Occupied As
1	128 Division st.	Barber
2	20 Pike st.	Cleaner
3	11 Pike st.	Lunch Room
4	16 Suffolk st.	Barber
5	59 Norfolk st.	Barber
6	29 Ludlow st.	Fruit
7	41 Orchard st.	Barber
8	66 Forsyth st.	Barber
9	293 Broome st.	Restaurant
10	55-57 Delancey st.	Umbrellas
11	151 Forsyth st.	Tea Room
12	67 Stanton st	Barber
13	180 Eldridge st.	Coffee House
14	94 Ludlow st.	Barber
15	192 Broome st.	Barber
16	150 Rivington st.	Restaurant

Ninth Assembly District.

E. D.	Location	Occupied As
1	504 W. 34th st.	Barber
2	408 W. 34th st.	Undertaker
3	261 W. 34th st.	Laundry
4	440 10th ave.	Barber
5	453 9th ave.	Barber
6	468 10th ave.	Barber
7	334 W. 37th st.	Barber
8	216 W. 36th st.	Barber
9	492 9th ave.	Laundry
10	458 W. 38th st.	Plumbing
11	506 W. 39th st.	Shoes
12	509 9th ave.	Barber
13	333 W. 39th st.	Printing
14	337 W. 40th st.	Undertaker
15	430 W. 40th st.	Tailor
16	402 W. 41st st.	Tailor
17	559 10th ave.	Undertaker
18	558 11th ave.	Shoes
19	457 W. 42d st.	Clothing
20	596 9th ave.	Barber

Tenth Assembly District.

E. D.	Location	Occupied As
1	125 E. Houston st.	Hats
2	217 E. Houston st.	Barber
3	100 1st st.	Tobacco
4	76 E. 3d st.	Dress Goods
5	138 E. 4th st.	Barber
6	402 5th st.	Noodles
7	180 E. 3d st.	Plumber
8	510 5th st.	Plumber
9	108 Ave. A	Cigars
10	330 6th st.	Glass
11	84 7th st.	Tailor
12	75 7th st.	Laundry
13	342 E. 9th st.	Barber
14	135 Ave. A	Barber
15	278 E. 10th st.	Tobacco
16	236 E. 10th st.	Barber
17	345 E. 12th st.	Barber
18	218 1st ave.	Confectionery

Eleventh Assembly District.

E. D.	Location	Occupied As
1	517 W. 43d st.	
2	627 9th	
3		

E. D.	Location	Occupied As
20	560 W. 51st st.	Candy
21	462 W. 51st st.	Barber
22	365 W. 50th st.	Tailor
23	764 9th ave.	Barber
24	763 9th ave.	Barber

Twelfth Assembly District.

E. D.	Location.	Occupied As
1	164 Avenue A.	Plumber
2	187 Avenue C.	Stationery
3	136 Avenue D.	Restaurant
4	223 Avenue C.	Real Estate
5	504 E. 14th st.	Undertaker
6	251 Avenue A.	Ladies Tailor
7	409 E. 14th st.	Printing
8	243 1st ave.	Shoes
9	189 3rd ave.	Barber
10	297 1st ave.	Butcher
11	298 1st ave.	Barber
12	549 E. 16th st.	Barber
13	261 Avenue B.	Fruit
14	608 E. 17th st.	Harness
15	322 1st ave.	Barber
16	311 2nd ave.	Tailor
17	349 2nd ave.	Barber
18	338 2nd ave.	Undertaker
19	339 E. 21st st.	Barber
20	333 E. 23rd st.	Carpenter
21	377 2nd ave.	Undertaker

Thirteenth Assembly District.

E. D.	Location.	Occupied As
1	507 W. 51st st.	Barber
2	557 W. 52nd st.	Shoes
3	403 W. 52nd st.	Barber
4	345 W. 52nd st.	Grocery
5	345 W. 54th st.	Stationery
6	802 10th ave.	Barber
7	814 10th ave.	Confectionery
8	848 10th ave.	Barber
9	872 9th ave.	Real Estate
10	867 9th ave.	Cigars
11	885 9th ave.	Barber
12	842 11th ave.	Barber
13	503 W. 59th st.	Barber
14	24 Columbus ave.	Barber
15	103 W. 62nd st.	Barber
16	91 Amsterdam ave.	Tailor
17	201 W. 61st st.	Barber
18	228 W. 63rd st.	Barber
19	201 W. 63d st.	Barber
20	139 W. End ave.	Undertaker

Fourteenth Assembly District.

E. D.	Location.	Occupied As
1	413 2nd ave.	Cigars
2	317 E. 24th st.	Grocery
3	429 1st ave.	Bakery
4	496 2nd ave.	Barber
5	328 3rd ave.	Barber
6	207 E. 27th st.	Hay and Feed
7	154 E. 29th st.	Undertaker
8	422 3rd ave.	Barber
9	344 E. 29th st.	Undertaker
10	546 2nd ave.	Barber
11	579 2nd ave.	Barber
12	492 3rd ave.	Cigars
13	336 E. 33rd st.	Barber
14	338 E. 34th st.	Bird Store
15	244 E. 35th st.	Undrtaker
16	330 E. 35th st.	Barber
17	670 2nd ave.	Undertaker
18	696 2nd ave.	Plumbing
19	306 E. 39th st.	Bottle Dealer
20	693 2nd ave.	Undertaker
21	623 3rd ave.	Cigars
22	779 2nd ave.	Barber

Fifteenth Assembly District.

E. D.	Location.	Occupied As
1	113 Amsterdam ave.	Barber
2	147 Amsterdam ave.	Barber
3	168 Amsterdam ave.	Cigars
4	267 W. 69th st.	Barber
5	231 W. 68th st.	Barber
6	189 Columbus ave.	Tailor
7	53 W. 72d st.	Real Estate
8	2082 Broadway	Office
9	229 W. 74th st.	Real Estate
10	284 Amsterdam ave.	Tailor
11	323 Columbus ave.	Barber
12	353 Amsterdam ave.	Tailor
13	368 Amsterdam ave.	Tailor
14	252 W, 81st st.	Tailor
15	390 Amsterdam ave.	Stationery
16	411 Amsterdam ave.	Barber
17	185 W. 80th st.	Laundry
18	73 W. 82nd st.	Tailor
19	142 W. 83rd st.	Tailor
20	2286 Broadway	Harness
21	S. S. W. 84th st., 50 ft. W. of West End ave.,	Booth
22	2320 Broadway	Office
23	505 Amsterdam ave.	Tailor
24	563 Amsterdam ave.	Tailor
25	562 Amsterdam ave.	Barber
26	600 Amsterdam ave.	Undertaker
	Amsterdam ave.	Tailor
	Amsterdam ave.	Barber

ixteenth Assembly District.

E. D.	Location.	Occupied As
	24 3rd ave.	Shoes
	87 3d ave.	Barber
	40 2nd ave.	Pool Parlor
	827 1st ave.	Barber
	849 2nd ave.	Barber
	764 3rd ave.	Florist
7	869 1st ave.	Barber
8	811 3rd ave.	Barber
9	303 E. 50th st.	Tailor
10	888 1st ave.	Grocery
11	965 2nd ave.	Barber
2	994 2nd ave.	Undertaker
	896 3rd ave.	Cigars
	249 E. 55th st.	Tailor

E. D.	Location	Occupied As
15	313 E. 54th st.	Tailor
16	1010 1st ave.	Florist
17	N. E. of W'kh. D'k. Bl. Isl.	

Seventeenth Assembly District.

E. D.	Location.	Occupied As
1	505 Columbus ave.	Barber
2	583 Columbus ave.	Tailor
3	627 Columbus ave.	Cigars
4	663 Columbus ave.	Laundry
5	703 Columbus ave.	Electrician
6	712 Amsterdam ave.	Laundry
7	S. E. Cor. W. 83d and Riverside Drive	Basement
8	272 W, 96th st.	Tailor
9	104 W. 96th st.	Tailor
10	743 Amsterdam ave.	Undertaker
11	767 Amsterdam ave.	Barber
12	749 Columbus ave.	Pictures
13	39-41 W. 98th st.	Stationery
14	785 Amsterdam ave.	Barber
15	782 Amsterdam ave.	Undertaker
16	S. S. W. 100th st., 75 feet W. of West End ave.	Booth
17	202 W. 100th st.	Laundry
18	833 Amsterdam ave.	Tailor
19	23 W. 100th st.	Tailor
20	75 W. 100th st.	Barber
21	109 W. 101st st.	Barber
22	863 Amsterdam ave.	Barber
23	74 W. 103d st.	Tailor
24	20 W. 104th st.	Tailor
25	103 W. 104th st.	Barber
26	105 W. 105th st.	Barber
27	150 Manhattan ave.	Tailor

Eighteenth Assembly District.

E. D.	Location.	Occupied As
1	1095 2nd ave.	Shoes
2	1070 2nd ave	Shoes
3	1056 1st ave.	Shoes
4	1074 1st ave.	Barber
5	1176 2d ave.	Barber
6	1039 3rd ave.	Cigars
7	1218 2nd ave.	Carriages
8	1134 1st ave.	Furniture
9	1216 1st ave.	Stationery
10	404 E. 69th st.	Undertaker
11	1269 1st ave.	Barber
12	1181 3rd ave.	Barber
13	1191 3rd ave.	Barber
14	1318 2nd ave.	Cigars
15	229 E. 70th st.	Tailor
16	256 E. 72nd st.	Laundry
17	413 E. 71st st.	Barber
18	1361 Avenue A.	Harness
19	305 E. 72nd st.	Barber
20	345 E. 73rd st.	Undertaker

Nineteenth Assembly District.

E. D.	Location.	Occupied As
1	2680 Broadway	Tailor
2	872 Amsterdam ave.	Barber
3	203 W. 104th st.	Barber
4	948 Amsterdam ave.	Barber
5	2789 Broadway	Undertaker
6	477 Central Pk., W.	Tailor
7	70 W. 109th st.	Laundry
8	101 W. 108th st.	Plumber
9	533 W. 110th st.	Bicycles
10	516 W. 113th st.	Tailor
11	2881 Broadway	Laundry
12	N. S. of W. 119th st., 75 ft west of Claremont ave.	Booth
13	3089 Broadway	Tailor
14	3155 Broadway	Barber
15	67 Old Broadway	Barber
16	524 W. 131 st.	Barber
17	82 Lawrence st.	Stationery
18	3160 Broadway	Stable
19	520 W. 125th st.	Upholsterer
20	446 W. 125th st.	Tailor
21	1253 Amsterdam ave.	Barber
22	1272 Amsterdam ave.	Barber
23	N. S. W. 114th st., 150 ft. W. of Amsterdam ave.	Booth
24	401 W. 118th st.	Laundry
25	411 Manhattan ave.	Barber
26	305 W. 117th st.	Laundry
27	2164 8th ave.	Barber
28	352 W. 116th st.	Tailor
29	280 W. 115th st.	Barber
30	281 W. 114th st.	Barber
31	300 W. 113th st.	Tailor
32	2060 8th ave.	Barber
33	300 W. 111th st.	Laundry
34	McGowan's Pass, Central Park 105th st. and 5th ave.	Dwelling

Twentieth Assembly District.

E. D.	Location.	Occupied As
1	1279 3d ave.	Awnings
2	240 E. 76th st.	Printer
3	1440 1st ave.	Undertaker
4	496 E. 74th st.	Barber
5	1424 Avenue A.	Barber
6	1472 1st ave.	Tailor
7	1466 2d ave.	Plumber
8	1490 2nd ave.	Hats
9	1368 3rd ave.	Shoes
10	1507 1st ave.	Barber
11	1510 1st ave.	Undertaker
12	1506 Avenue A.	Barber
13	1507 Avenue A.	Candy
14	1515 Avenue A.	Barber
15	1539 Avenue A.	Barber
16	1571 1st ave.	Barber
17	342 E. 80th st.	Barber
18	185 E. 80th st.	Plumber
19	1449 3d ave.	Tinsmith
20	223 E. 82d st.	Laundr
21	1436 3d ave.	Barbe

Twenty-first Assemb'

E. D.	Location
1	351 W. 124th st.
2	375 W. 125th st.

E. D.	Location	Occupied As
3	2401 8th ave.	Barber
4	2394 8th ave.	Tailor
5	2155 7th ave.	Tailor
6	2173 7th ave.	Harness
7	85 W. 128th st.	Tailor
8	390 Lenox ave.	Tailor
9	2209 7th ave.	Barber
10	2424 8th ave.	Florist
11	2435 8th ave.	Tailor
12	2480 8th ave.	Barber
13	2249 7th ave.	Barber
14	2158 5th ave.	Undertaker
15	89 W. 134th st.	Undertaker
16	103 W. 133d st.	Tailor
17	2503 8th ave.	Tailor
18	268 W. 135th st.	Tailor
19	125 W. 135th st.	Barber
20	2319 7th ave.	Tailor
21	2332 7th ave.	Ladies' Tailor
22	2594 8th ave.	Florist
23	2634 8th ave.	Florist
24	2611 8th ave.	Tailor
25	1621 Amsterdam ave.	Tailor
26	1431 Amsterdam ave.	Stationery
27	1487 Amsterdam ave.	Bakery
28	1502 Amsterdam ave.	Barber
29	3345 Broadway	Tailor
30	1590 Amsterdam ave.	Laundry
31	3375 Broadway	Tailor
32	3430 Broadway	Tailor

Twenty-second Assembly District.

E. D.	Location	Occupied As
1	1579 1st ave.	Cigars
2	438 E. 83d st.	Undertaker
3	1560 Avenue A.	Barber
4	1588 Avenue A.	Bakery
5	401 E. 83d st.	Barber
6	355 E. 84th st.	Barber
7	206 E. 85th st.	Plumber
8	175 E. 84th st.	Cigars
9	1652 2d ave.	Barber
10	1600 Avenue A.	Oyster House
11	512 E. 85th st.	Barber
12	1635 Avenue A.	Barber
13	1671 2d ave.	Barber
14	180½ E. 87th st.	Barber
15	447 E. 87th st.	Barber
16	1668 Avenue A.	Plumber
17	1688 Avenue A.	Barber
18	1683 Avenue A.	Cigars
19	1701 1st ave.	Oilcloth
20	1718 2d Ave.	Barber
21	1734 2d ave.	Tailor

Twenty-third Assembly District.

E. D.	Location	Occupied As
1	2339 7th ave.	Tailor
2	543 Lenox ave.	Shoes
3	2371 7th ave.	Laundry
4	615 Lenox ave.	Tailor
5	655 Lenox ave.	Real Estate
6	275 W. 141st st.	Barber
7	2444 7th ave.	Barber
8	266 W. 144th st.	Barber
9	2471 7th ave.	Laundry
10	249 W. 145th st.	Barber
.1	2554 7th ave.	Tailor
12	2572 7th ave.	Tailor
13	2829 8th ave.	Barber
14	2845 8th ave.	Bakery
15	2898 8th ave.	Barber
1o	2773 8th ave.	Barber
17	320 W. 145th st.	Laundry
18	1665 Amsterdam ave.	Tailor
1y	1650 Amsterdam ave.	Tailor
20	112 Hamilton pl.	Barber
21	134 Hamilton pl.	Tailor
22	514 W. 145th st.	Vacant
23	561 W. 145th st.	Barber
24	1752 Amsterdam ave.	Barber
25	497 W. 145th st.	Laundry
26	6 St. Nicholas pl.	Vacant
27	3580 Broadway	Confectionery
28	1788 Amsterdam ave.	Bakery
29	787 St. Nicholas ave.	Tailor
30	3652 Broadway	Tailor
31	1844 Amsterdam ave.	Upholsterer
32	1867 Amsterdam ave.	Barber
33	1893 Amsterdam ave.	Undertaker
34	1932 Amsterdam ave.	Jeweler
35	1952 Amsterdam ave.	Barber
36	557 W. 157th st.	Barber
37	958 St. Nicholas ave.	Laundry
38	518 W. 160th st.	Grocery
39	2040 Amsterdam ave.	Confectionery
40	2081 Amsterdam ave.	Millinery
41	2089 Amsterdam ave.	Bakery
42	1091 St. Nicholas ave.	Stationery
43	2176 Amsterdam ave.	Real Estate
44	81 Audubon ave.	Barber
45	1242 St. Nicholas ave.	Undertaker
46	2288 Amsterdam ave.	Barber
47	1334 St. Nicholas ave.	Real Estate
48	2390 Amsterdam ave.	Tailor
49	1375 St. Nicholas ave.	Barber
50	750 W. 181st st.	Tailor
51	1404 St. Nicholas ave.	Barber
52	555 W. 181st st.	Tailor
53	1464 St. Nicholas ave.	Barber
54	423 Audubon ave.	Cigars
55	4305 Broadway	Vacant
56	4919 Broadway	Plumber

Twenty-fourth Assembly District.

E. D.	Location	Occupied As
1	204 E. 89th st.	Barber
2	1595 3d ave.	Laundry
3	1365 Lexington ave.	Laundry
[illegible]	[illegible]47 E. 92d st.	Glazier
[illegible]	[illegible]	Barber
[illegible]	[illegible]	Barber
[illegible]	[illegible]	Barber
[illegible]	[illegible]	Barber
[illegible]	[illegible]	Bicycles

E. D.	Location	Occupied As
11	1833 3d ave.	Barber
12	1576 Lexington ave.	Barber
13	1645 Lexington ave.	Barber
14	1675 Lexington ave.	Barber
15	202 E. 104th st.	Fish
16	2030 2d ave.	Barber

Twenty-fifth Assembly District.

E. D.	Location	Occupied As
1	91 Christopher st.	Tailor
2	387½ Bleecker st.	Barber
3	413 Bleecker st.	Barber
4	97-99 Greenwich ave.	Stable Office
5	1 Perry st.	Barber
6	60 Greenwich ave.	Paints
7	41 Christopher st.	Paints
8	87 6th ave.	Tailor
9	46 6th ave.	Barber
10	62 6th ave.	Tailor
11	27 W. 8th st.	Garment Wts.
12	73 W. 11th st.	Tailor
13	176 6th ave.	Sewing Machines
14	115 Greenwich ave.	Bicycles
15	113 7th ave.	Lunch Room
16	26 Union sq.	Tailor
17	212 3d ave.	Barber
18	309 4th ave.	Barber
19	13 W. 18th st.	Residence
20	272 8th ave.	Barber
21	107 W. 26th st.	Tailor
22	412 4th ave.	Cigars
23	111 E. 28th st.	Barber

Twenty-Sixth Assembly District.

E. D.	Location	Occupied As
1	1674 3d ave.	Shoe Store
2	1688 3d ave.	Cigars
3	1404 Madison ave.	Cigars
4	1507 Lexington ave.	Barber
5	1409 Madison ave.	Barber
6	1472 Madison ave.	Barber
7	48 E. 103d st.	Tailor
8	1522 Madison ave.	Barber
9	1590 Madison ave.	Cigars
10	1557 Madison ave.	Barber
11	1620 Madison ave.	Tailor
12	1625 Madison ave.	Barber
13	1654 Madison ave.	Barber
14	1681 Madison ave.	Barber
15	25 E. 115th st.	Sign Painter
16	1743 Madison ave.	Barber
17	50 E. 118th st.	Tailor
18	1778 Madison ave.	Barber
19	36-38 E. 119th st.	Tailor
20	1844 Madison ave.	Cigars

Twenty-seventh Assembly District.

E. D.	Location	Occupied As
1	610 8th ave.	Barber
2	263 W. 41st st.	Tailor
3	716 8th ave.	Laundry
4	804 8th ave.	Barber
5	798 7th ave.	Barber
6	920 8th ave.	Tailor
7	997 6th ave.	Barber
8	921 6th ave.	Tailor
9	1556 Broadway	Real Estate
10	103 W. 46th st.	Cigars
11	684 6th ave.	Stationery
12	120 W. 43d st.	Laundry
13	140 W. 37th st.	Express Office
14	351 7th ave.	Cigars
15	620 6th ave.	Undertaker
16	132 E. 32d st.	Barber
17	530 3d ave.	Florist
18	154 E. 40th st.	Tailor
19	110 E. 41st st.	Express Office
20	934 6th ave.	Barber
21	620 Lexington ave.	Barber
22	984 6th ave.	Tailor

Twenty-Eighth Assembly District.

E. D.	Location	Occupied As
1	172 E. 107th st.	Cigars
2	201 E. 107th st.	Barber
3	239 E. 109th st.	Barber
4	1769 Lexington ave.	Barber
5	132 E. 110th st.	Barber
6	1791 Lexington ave.	Laundry
7	2035 3d ave.	Leather goods
8	2067 3d ave.	Hardware
9	2168 2d ave.	Barber
10	2230 1st ave.	Undertaker
11	1813 Lexington ave.	Laundry
12	1613 Park ave.	Grocery
13	2231 2d ave.	Bakery
14	204 E. 116th st.	Barber
15	1862 Lexington ave.	Barber
16	1902 Lexington ave.	Barber

Twenty-ninth Assembly District.

E. D.	Location	Occupied As
1	34 W. 66th st.	Carriages
2	45 Columbus ave.	Barber
3	3 Columbus ave.	Barber
4	912 9th ave.	Florist
5	1039 6th ave.	Cigars
6	116 E. 59th st.	Tailor
7	713 Lexington ave.	Laundry
8	1068 3d ave.	Barber
9	51 E. 62d st.	Tailor
10	1146 3d ave.	Cigars
11	958 Lexington ave.	Laundry
12	1268 3d ave.	Tailor
13	1056 Lexington ave.	Barber
14	1114 Lexington ave.	Tailor
15	1150 Lexington ave.	Tailor
16	945 Park ave.	Tailor
17	1276 Lexington ave.	Barber
18	65 E. 85th st.	Laundry
19	1050 Park ave.	Barber
20	1190 Madison ave.	Barber
21	101 E. 88th st.	Barber
22	1225 Madison ave.	Stationery
23	1127 Park ave.	[illegible]

E. D.	Location	Occupied As
24	1269 Madison ave.	Barber
25	1414 Lexington ave.	Cigars
26	78 E. 94th st.	Grocery

Thirtieth Assembly District.

E. D.	Location	Occupied As
1	2246 1st ave.	Bakery
2	420 E. 119th st.	Undertaker
3	211 E. 117th st.	Barber
4	210 E. 119th st.	Tailor
5	2350 2d ave.	Barber
6	417 E. 119th st.	Dry Goods
7	2368 1st ave.	Barber
8	2386 2d ave.	Tinsmith
9	2456 2d ave.	Cigars
10	2495 2d ave.	Furniture
11	2079 Lexington ave.	Jewelry
12	250 E. 125th st.	Vacant
13	208 E. 122d st.	Barber
14	2023 Lexington ave.	Laundry
15	1727 Park ave.	Butcher
16	1767 Park ave.	Bakery
17	75 E. 120th st.	Cigars
18	69 E. 125th st.	Undertaker
19	1843 Park ave.	Undertaker
20	2057 Madison ave.	Tailor
21	2094 Madison ave.	Barber
22	2181 5th ave.	Tailor
23	67 W. 135th st.	Barber
24	1 W. 136th st.	Barber
25	560 Lenox ave.	Hardware
26	626 Lenox ave.	Barber
27	N. W. cor. E. 137th st. and Madison ave.	Fireproofing

Thirty-first Assembly District.

E. D.	Location	Occupied As
1	19 St. Nicholas ave.	Tailor
2	1324 5th ave.	Candy
3	1348 5th ave.	Fish
4	62 Lenox ave.	Barber
5	73 Lenox ave.	Confectionery
6	55 St. Nicholas ave.	Tailor
7	87 Lenox ave.	Cigars
8	1382 5th ave.	Candy
9	55-57 W. 116th st.	Tailor
10	129 W. 116th st.	Insurance
11	123 Lenox ave.	Cigars
12	154 Lenox ave.	Cigars
13	1444 5th ave.	Cigars
14	169 Lenox ave.	Tailor
15	263 W. 118th st.	Undertaker
16	2217 8th ave.	Cigars
17	195 St. Nicholas ave.	Cakery
18	2234 8th ave.	Shoe Repairing
19	2277 8th ave.	Barber
20	264 W. 122d st.	Laundry
21	239 Lenox ave.	Undertaker
22	1484 5th ave.	Cigars
23	2278 8th ave.	Barber
24	126 W. 124th st.	Laundry
25	2064 7th ave.	Cigars
26	2358 8th ave.	Barber
27	326 Lenox ave.	Cigars
28	1938 Madison ave.	Barber

COUNTY OF NEW YORK.

BOROUGH OF MANHATTAN.

First Assembly District.

The 1st Election District is bounded by and within Morris st., Greenwich st., Rector st., Broadway, Wall st., William st., Beaver st., Whitehall st., East River, Hudson River, Governor's, Ellis, Oyster and Bedloe's Islands and Hudson River.

The 2d Election District is bounded by and within Liberty st., Broadway, Fulton st., William st., Wall st., Broadway, Rector st., Greenwich st., Morris st. and Hudson River.

The 3d Election District is bounded by and within Warren st., Broadway, Chambers st., William st., N. William st., Fulton st., Broadway, Liberty st. and Hudson River.

The 4th Election District is bounded by and within Worth st., Park Row, Chambers st. and Centre st.

The 5th Election District is bounded by and within Laight st., Canal st., Broadway, Worth st., Centre st., Chambers st., Broadway, Warren st., and Hudson River.

The 6th Election District is bounded by and within Watts st., Hudson st., Broome st., Varick st., Watts st., Sullivan st., Canal st., Laight st., and Hudson River.

The 7th Election District is bounded by and within Spring st., Varick st., Broome st., Hudson st., Watts st., and Hudson River.

The 8th Election District is bounded by and within Vandam st., Macdougal st., Spring st., Sullivan st., Watts st. and Varick st.

The 9th Election District is bounded by and within Spring st., Broadway, Canal st. and Sullivan st.

The 10th Election District is bounded by and within West Houston st., Broadway, Spring st. and Sullivan st.

The 11th Election District is bounded by and within Charlton st., Prince st., Sullivan st., Spring st., Macdougal st., Vandam st., Varick st., Spring st. and Hudson River.

The 12th Election District is bounded by and within Clarkson st., Hudson st., W. Houston st., Varick st., King st., Hudson st., Charlton st. and Hudson River.

The 13th Election District is bounded by and within King st., Macdougal st., W. Houston st., Sullivan st., Prince st., Charlton st. and Hudson st.

The 14th Election District is bounded by and within West Houston st., Hancock st., Bleecker st., Sullivan st., West Houston st., Macdougal st., King st. and Varick st.

The 15th Election District is bounded by and within Clarkson st., Carmine st., 6th ave., W. 3d st., Sullivan st., Bleecker st., Hancock st., W. Houston st. and Hudson st.

The 16th Election District is bounded by and within W. 3d st., Broadway, W. Houston st. and Sullivan st.

Second Assembly District.

The 1st Election District is bounded by and within Wall st., Pearl st., Old slip, East River, Whitehall st., Broadway, Beaver st. and William st.

The 2d Election District is bounded by and within Fulton st., Pearl st., Dover st., East River, Old slip, Pearl st., Wall st. and William st.

The 3d Election District is bounded by and within New Chambers st., Madison st., Roosevelt st., Oak st., Pearl st., Fulton st., William st., N. William st. and Park row.

The 4th Election District is bounded by and within New Chambers st., James slip, East River, Dover st., Pearl st. and Oak st.

The 5th Election District is bounded by and within Roosevelt st., Madison st., New Chambers st. and Park row.

The 6th Election District is bounded by and within Catharine st., Madison st., Roosevelt st., Park row and E. Broadway.

The 7th Election District is bounded by and within Catharine st., Oak st., Oliver st., Cherry st., New Chambers st., Roosevelt st. and Madison st.

The 8th Election District is bounded by and within Catharine st., Catharine slip, East River, James slip, Cherry st., Oliver st. and Oak st.

The 9th Election District is bounded by and within Market st., Market slip, East River, Catharine slip, Catherine st. and Hamilton st.

The 10th Election District is bounded by and within Market st., Hamilton st., Catharine st. and Madison st.

The 11th Election District is bounded by and within Market st., Madison st., Catharine st. and Henry st.

The 12th Election District is bounded by and within Jefferson st., Madison st., Market st. and Henry st.

The 13th Election District is bounded by and within Rutgers st., Cherry st., Jefferson st., East River, Market slip, Market st. and Madison st.

The 14th Election District is bounded by and within Clinton st., East River, Jefferson st., Cherry st., Rutgers st. and Madison st.

The 15th Election District is bounded by and within Montgomery st. to Henry st., diagonal line from the corner of Montgomery and Henry sts. to the corner of Clinton and Madison sts., Madison st., Jefferson st., Henry st., Clinton st. and East Broadway.

The 16th Election District is bounded by and within Gouveneur st., Madison st., Montgomery st., Cherry st., Clinton st., a diagonal line from the corner of Clinton and Madison sts. to the corner of Montgomery and Henry sts., and Henry st.

The 17th Election District is bounded by and within Grand st., Gouveneur st., Henry st., Montgomery st., East Broadway and Clinton st.

Third Assembly District.

The 1st Election District is bounded by and within Canal st., Mott st., Bayard st., Mulberry st., Park st., Worth st. and Broadway.

The 2d Election District is bounded by and within Bayard st., Mott st., Pell st., Bowery, Catharine st., E. Broadway, Chatham square, Worth st., Park st. and Mulberry st.

The 3d Election District is bounded by and within Canal st., Chrystie st., Division st., Bowery, Pell st. and Mott st.

The 4th Election District is bounded by and within Hester st., Chrystie st., Canal st. and Mott st.

The 5th Election District is bounded by and within Spring st., Cleveland place, Broome st., Mott st., Canal st. and Broadway.

The 6th Election Distirct is bounded by and within Broome st., Bowery, Hester st. and Mott st.

The 7th Election District is bounded by and within Grand st., Chrystie st., Hester st. and Bowery.

The 8th Election Distr[illegible] is bounded by and within Rivington st. [illegible]hrystie st., Grand st., Bowery, Broom[illegible], Elizabeth st., Spring st. and Bowery.

The 9th Election [illegible]rict [illegible]ounded by and within Prince[illegible] st., [illegible]zabeth st., Broome st., Cleveland p[illegible] Spring st. and Mulberry st.

The 10th Election D[illegible] by and within E. Hou[illegible] st., Prince st., Mul[illegible] and Broadway.

The 11th Elect[illegible] by and within [illegible] Spring st. and [illegible]

The 12th [illegible] by and w[illegible] st. Rivir[illegible]

The 13th Election District is bounded by and within 3d st., 2d ave., E. Houston st. and Bowery.

The 14th Election District is bounded by and within Great Jones st., Lafayette st., E. 4th st., 2d ave., E. 3d st., Bowery, E. Houston st. and Broadway.

The 15th Election District is bounded by and within Astor place, Cooper square, 5th st., 2d ave., E. 4th st. and Lafayette st.

The 16th Election District is bounded by and within 6th st., 2d ave., 5th st. and Cooper square East.

The 17th Election District is bounded by and within St. Marks place, 2d ave., 6th st. and Cooper square East.

The 18th Election District is bounded by and within E. 10th st., 2d ave., St. Marks place and 3d ave.

The 19th Election District is bounded by and within E. 12th st., 2d ave., Stuyvesant st., E. 10th st. and 3d ave.

The 20th Election District is bounded by and within E. 14th st., 2d ave., E. 12th st. and 3d ave.

The 21st Election District is bounded by and within E. 14th st., 3d ave., Cooper square East, Cooper square West and 4th ave.

Fourth Assembly District.

The 1st Election District is bounded by and within Cherry st., Scammel st., Water st., Jackson st., East River and Clinton st.

The 2d Election District is bounded by and within Monroe st., Jackson st., Water st., Scammel st., Cherry st. and Montgomery st.

The 3d Election District is bounded by and within Madison st., Jackson st., Monroe st. and Montgomery st.

The 4th Election District is bounded by and within Grand st., Jackson st., Madison st. and Gouverneur st.

The 5th Election District is bounded by and within Delancy st., Willett st., Broome st., Sheriff st., Grand st., Ridge st., Broome st. and Pitt st.

The 6th Election District is bounded by and within Rivington st., Ridge st., Grand st., Clinton st., Delancey st. and Attorney st.

The 7th Election District is bounded by and within Stanton st., Pitt st., Rivington st., Attorney st., Delancey st. and Clinton st.

The 8th Election District is bounded by and within Stanton st., Willett st., Delancey st., Pitt st., Broome st., Ridge st., Rivington st. and Pitt st.

The 9th Election District is bounded by and within Rivington st., Cannon st., Broome st. and Willett st.

The 10th Election District is bounded by and within Stanton st., Clinton st., Rivington st. and Willett st.

The 11th Election District is bounded by and within Stanton st., Goerck st., Rivington st., Lewis st., Delancey st. and Cannon st.

The 12th Election District is bounded by and within Stanton st., East River, Delancey st., Lewis st. Rivington st. and Goerck st.

The 13th Election District is bounded by and within Delancey st., Tompkins st., Broome st., Mangin st., Grand st., Goerck st., Broome st. and Lewis st.

The 14th Election District is bounded by and within Delancey st., Lewis st., Broome st., Goerck st., Grand st., Sheriff st., Broome st. and Cannon st.

The 15th Election District is bounded by and within Delancey st., East River, Jackson st., Grand st., Mangin st., Broome st. and Tompkins st.

Fifth Assembly District.

The 1st Election District is bounded by and within Barrow st., Hudson st., Clarkson st. and Hudson River.

The 2d Election District is bounded by and within Morton st., Bleecker st., Carmine st., Clarkson st. and Hudson st.

The 3d Election District is bounded by and within Barrow st., Bedford st., Commerce st., Bleecker st., Morton st. and Hudson st.

The 4th Election District is bounded by and within Barrow st., Washington place, 6th ave., Carmine st. and Bleecker st.

The 5th Election District is bounded by and within Christopher st., West 4th st., Barrow st. and Bleecker st.

The 6th Election District is bounded by and within Grove st., Bleecker st., Commerce st., Bed st., Barrow st. and Hudson st.

The 7th E ion District is bounded by and within ristopher st., Bleecker st., Grove st., dson st., Barrow st. and Hudson R

The 8th ion District is bounded by and within st., Bleecker st., Christo- n st.

District is bounded by st., Greenwich st., W. Bank st., Bleecker st., Christopher st.

ict is bounded reenwich st., istopher st.

by and within W. 12th st., Greenwich st., Bank st. and Hudson River.

The 12th Election District is bounded by and within Little W. 12th st., Washington st., Horatio st., Greenwich st., W. 12th st. and Hudson River.

The 13th Election District is bounded by and within Horatio st., to Hudson st., a diagonal line from corner of Horatio st. and Hudson st., to 8th ave. and Jane st., 8th ave., Hudson st., W. 11th st. and Greenwich st.

The 14th Election District is bounded by and within W. 14th st., 8th ave. to Jane st., a diagonal line from the corner of 8th ave. and Jane st. to the corner of Horatio st. and Hudson st., and Hudson st.

The 15th Election District is bounded by and within W. 14th st., Hudson st., Horatio st., Washington st., Little W. 12th st. and Hudson River.

The 16th Election District is bounded by and within W. 17th st., 9th ave., W. 14th st. and Hudson River.

The 17th Election District is bounded by and within W. 16th st., 8th ave., W. 14th st. and 9th ave.

The 18th Election District is bounded by and within W. 16th st., 7th ave., W. 14th st. and 8th ave.

The 19th Election District is bounded by and within W. 18th st., 7th ave., W. 16th st. and 8th ave.

The 20th Election District is bounded by and within a diagonal line from the corner of W. 17th st. and 9th ave. to the corner of W. 18th st. and 8th ave., 8th ave., W. 16th st. and 9th ave.

The 21st Election District is bounded by and within W. 18th st. to 8th ave., a diagonal line from the corner of W. 18th st. and 8th ave. to the corner of W. 17th st. and 9th ave., W. 17th st. and Hudson River.

The 22d Election District is bounded by and within W. 19th st., 9th ave., W. 18th st. and 10th ave.

Sixth Assembly District.

The 1st Election District is bounded by and within 2d st., Avenue B, Clinton st., Stanton st., Norfolk st., E. Houston st and Avenue A.

The 2d Election District is bounded by and within 3d st., Avenue C, E. Houston st. and Avenue B.

The 3d Election District is bounded by and within E. Houston st., Pitt st., Stanton st. and Clinton st.

The 4th Election District is bounded by and within E. 3d st., Avenue D, Columbia st., Stanton st., Pitt st. and Avenue C.

The 5th Election District is bounded by and within 3d st., Goerck st., E. Houston st., Lewis st., Stanton st., Columbia st. and Avenue D.

The 6th Election District is bounded by and within E. 4th st., East River, Stanton st., Lewis st., E. Houston st., Goerck st., 3d st. and Lewis st.

The 7th Election District is bounded by and within E. 4th st., Lewis st., 3d st. and Avenue C.

The 8th Election District is bounded by and within E. 4th st., Avenue C., E. 3d st. and Avenue B.

The 9th Election District is bounded by and within E. 5th st., Avenue C., E. 4th st. and Avenue B.

The 10th Election District is bounded by and within 6th st., East River, E. 4th st., Avenue C. 5th st. and Avenue D.

The 11th Election District is bounded by and within 6th st. to Avenue C, a diagonal line from the corner of Avenue C and 6th st. to the corner of Avenue D and 5th st., 5th st. and Avenue B.

The 12th Election District is bounded by and within 7th st., East River, 6th st., Avenue D, a diagonal line from the corner of Avenue D and 5th st. to the corner of Avenue C and 6th st. and Avenue C.

The 13th Election District is bounded by and within E. 8th st., East River, 7th st and Avenue C.

The 14th Election District is bounded by and within E. 8th st., Avenue C, 6th st. and Avenue B.

The 15th Election District is bounded by and within E. 10th st., Avenue C, E. 8th st. and Avenue B.

The 16th Election District is bounded by and within E. 10th st., Avenue D, E 8th st. and Avenue C.

Seventh Assembly District.

The 1st Election District is bounded by and within W. 21st st., 10th ave., W. 20th st., 9th ave., W. 19th st., 10th ave., W. 18th st. and Hudson River.

The 2d Election District is bounded by and within W. 20th st., 8th ave., a diagonal line from the corner of 8th ave. and W. 19th st. to the corner of 7th ave. and W. 18th st., 18th st. and 9th ave.

The 3d Election District is bounded by and within a diagonal line from the corner of 8th ave. and W. 20th st. to the corner of W. 21st st. and 7th ave., 7th ave., a diagonal line from the corner of 7th ave. and W. 18th st. to the corner of 8th ave. and W. 19th st. and 8th ave.

The 4th Election District is bounded by and within W. 21st st. to 7th ave., a diagonal line from the corner of 7th ave. and W. 21st st. to the corner of 8th ave. and

The 5th Election District is bounded by and within W. 22d st., 7th ave., W. 21st st. and 8th ave.

The 6th Election District is bounded by and within W. 23d st., 8th ave., W. 21st st. and 9th ave.

The 7th Election District is bounded by and within W. 22d st., 10th ave., W. 23d st., 9th ave., W. 20th st., 10th ave., W. 21st st. and Hudson River.

The 8th Election District is bounded by and within W. 24th st., 8th ave., W. 23d st. and 10th ave.

The 9th Election District is bounded by and within W. 25th st. and 9th ave., W. 24th st., 10th ave., W. 22d st. and Hudson River.

The 10th Election District is bounded by and within W. 26th st., 9th ave., W. 25th st. and Hudson River.

The 11th Election District is bounded by and within a diagonal line from the corner of 9th ave. and W. 25th st. to the corner of 8th ave. and W. 26th st., W. 26th st., 7th ave., W. 25th st., 8th ave., W. 24th st. and 9th ave.

The 12th Election District is bounded by and within W. 27th st., 7th ave., W. 26th st., a diagonal line from the corner of 8th ave. and W. 26th st. to the corner of W. 25th st. and 9th ave., and 9th ave.

The 13th Election District is bounded by and within W. 28th st., 7th ave., W. 27th st. and 9th ave.

The 14th Election District is bounded by and within W. 28th st., 9th ave., W. 26th st. and Hudson River.

The 15th Election District is bounded by and within W. 29th st., 9th ave., W. 28th st. and Hudson River.

The 16th Election District is bounded by and within W. 29th st., 7th ave., W. 28th st. and 9th ave.

The 17th Election District is bounded by and within W. 30th st. to 8th ave., a diagonal line from the corner of 8th ave. and W. 30th st. to the corner of 7th ave. and W. 29th st., W. 29th st. and 9th ave.

The 18th Election District is bounded by and within W. 31st st., 7th ave., a diagonal line from the corner of 7th ave., and W. 29th st. to the corner of W. 30th st. and 8th ave., W. 30th st. and 9th ave.

The 19th Election District is bounded by and within W. 30th st. to 10th ave., a diagonal line from the corner of W. 30th st. and 10th ave. to the corner of W. 31st st. and 9th ave., 9th ave., W. 29th st. and Hudson River.

The 20th Election District is bounded by and within W. 32d st., 9th ave., to W. 31st st., a diagonal line from the corner of W. 31st st. and 9th ave. to the corner of W. 30th st. and 10th ave., and 10th ave.

Eighth Assembly District.

The 1st Election District is bounded by and within Canal st., Division st., Market st., Henry st., Catharine st., Division st. and Chrystie st.

The 2d Election District is bounded by and within Division st., Canal st., Rutgers st., E. Broadway, Pike st., Henry st. and Market st.

The 3d Election District is bounded by and within E. Broadway, Clinton st., Henry st. and Pike st.

The 4th Election District is bounded by and within Grand st., Clinton st., E. Broadway, Rutgers st. and Essex st.

The 5th Election District is bounded by and within Delancey st., Suffolk st., Broome st., Clinton st., Grand st. and Essex st.

The 6th Election District is bounded by and within Broome st., Essex st., Division st., Canal st. and Orchard st.

The 7th Election District is bounded by and within Grand st., Allen st., Broome st., Orchard st., Canal st. and Eldridge st.

The 8th Election District is bounded by and within Grand st., Eldridge st., Canal st. and Chrystie st.

The 9th Election District is bounded by and within Broome st., Allen st., Grand st. and Chrystie st.

The 10th Election District is bounded by and within Rivington st., Eldridge st., Delancey st., Orchard st., Broome st. and Forsyth st.

The 11th Election District is bounded by and within Stanton st., Forsyth st., Broome st. and Chrystie st.

The 12th Election District is bounded by and within Stanton st., Orchard st., Rivington st. and Forsyth st.

The 13th Election District is bounded by and within Rivington st., Orchard st., Stanton st., Ludlow st., Delancey st. and Eldridge st.

The 14th Election District is bounded by and within Stanton st., Essex st., Broome st., Orchard st., Delancey st. and Ludlow st.

The 15th Election District is bounded by and within Rivington st., Clinton st., Broome st., Suffolk st., Delancey st. and Essex st.

The 16th Election District is bounded by and within Stanton st., Clinton st., Rivington st. and Essex st.

Ninth Assembly District.

The 1st Election District is bounded by and within W. 36th st., 10th ave., W. 30th

The 2d Election District is bounded by and within W. 34th st., 8th ave., W. 31st st., 9th ave., W. 32d st. and 10th ave.

The 3d Election District is bounded by and within W. 35th st., 7th ave., W. 31st st., 8th ave., W. 34th st. and 9th ave.

The 4th Election District is bounded by and within W. 35th st., 9th ave., W. 34th st. and 10th ave.

The 5th Election District is bounded by and within W. 36th st. to 8th ave., a diagonal line from corner of 8th ave. and W. 36th st. to corner of W. 35th st. and 9th ave., W. 35th st. and 10th ave.

The 6th Election District is bounded by and within W. 37th st., 9th ave., W. 36th st. and Hudson River.

The 7th Election District is bounded by and within W. 37th st., 8th ave., W. 36th st. and 9th ave.

The 8th Election District is bounded by and within W. 37th st., 7th ave., W. 35th st. to 9th ave., a diagonal line from the corner of W. 35th st. and 9th ave. to the corner of W. 36th st. and 8th ave. and 8th ave.

The 9th Election District is bounded by and within W. 38th st., 7th ave., W. 37th st. and 9th ave.

The 10th Election District is bounded by and within W. 39th st., 11th ave., W. 38th st., 9th ave., W. 37th st. and Hudson River.

The 11th Election District is bounded by and within W. 40th st., 10th ave., W. 38th st., 11th ave., W. 39th st. and Hudson River.

The 12th Election District is bounded by and within W. 39th st., 9th ave., W. 38th st. and 10th ave.

The 13th Election District is bounded by and within a diagonal line from the corner of W. 39th st. and 9th ave. to the corner of W. 40th st. and 8th ave., 8th ave., W. 38th st. and 9th ave.

The 14th Election District is bounded by and within W. 41st st., 8th ave. to W. 40th st., a diagonal line from the corner of W. 40th st. and 8th ave. to the corner of W. 39th st. and 9th ave., and 9th ave.

The 15th Election District is bounded by and within a diagonal line from the corner of W. 41st st. and 10th ave. to W. 40th st. and 9th ave., 9th ave., W. 39th st. and 10th ave.

The 16th Election District is bounded by and within W. 42d st., 9th ave., a diagonal line from the corner of W. 40th st. and 9th ave. to the corner of W. 41st st. and 10th ave., and 10th ave.

The 17th Election District is bounded by and within W. 42d st., 10th ave., W. 40th st. and Hudson River.

The 18th Election District is bounded by and within W. 44th st., 11th ave., W. 43d st., 10th ave., W. 42d st. and Hudson River.

The 19th Election District is bounded by and within W. 43d st., 9th ave., W. 42d st. and 10th ave.

The 20th Election District is bounded by and within W. 43d st., 8th ave., W. 41st st. and 9th ave.

Tenth Assembly District.

The 1st Election District is bounded by and within 2d st., 1st ave., E. Houston st., Eldridge st., Stanton st., Chrystie st. and 2d ave.

The 2d Election District is bounded by and within E. Houston st., Norfolk st., Stanton st. and Eldridge st.

The 3d Election District is bounded by and within a diagonal line from the corner of 2d st. and 1st ave. to the corner of 3d st. and Avenue A, Avenue A, E. Houston st. and 1st ave.

The 4th Election District is bounded by and within 3d st. to Avenue A, a diagonal line from the corner of 3d st. and Avenue A to the corner of 1st ave. and 2d st., 2d st. and 2d ave.

The 5th Election District is bounded by and within E. 4th st., Avenue A, E. 3d st. and 2d ave.

The 6th Election District is bounded by and within 5th st., Avenue A, E. 4th st. and 2d ave.

The 7th Election District is bounded by and within E. 4th st., Avenue B, 2d st. and Avenue A.

The 8th Election District is bounded by and within a diagonal line from the corner of Avenue A and 5th st. to the corner of 6th st. and Avenue B, Avenue B, E. 4th st. and Avenue A.

The 9th Election District is bounded by and within 7th st., Avenue B, to a diagonal line from 6th st. and Avenue B to the corner of 5th st. and Avenue A, and Avenue A.

The 10th Election District is bounded by and within E. 6th st., Avenue A, E. 5th st. and 2d ave.

The 11th Election District is bounded by and within 7th st., Avenue A, 6th st. and 2d ave.

The 12th Election District is bounded by and within St. Marks place, or E. 8th st., to 1st ave., a diagonal line corner of 1st ave. and E. 8th st., to the and 7th st., 7th st.

The 13th Elec by and within

The 14th Election District is bounded by and within E. 9th st., Avenue A. E. 10th st., Avenue B, 7th st. to Avenue A, a diagonal line from the corner of Avenue A and 7th st. to the corner of St. Marks place, or E. 8th st., and 1st ave., and 1st ave.

The 15th Election District is bounded by and within E. 11th st., Avenue A, E. 9th st. and 1st ave.

The 16th Election District is bounded by and within E. 11th st., 1st ave., E. 9th st. and 2d ave.

The 17th Election District is bounded by and within E. 13th st., 1st ave., E. 12th st., Avenue A, E. 11th st. and 2d ave.

The 18th Election District is bounded by and within E. 14th st., Avenue A, E. 12th st., 1st ave., E. 13th st. and 2d ave.

Eleventh Assembly District.

The 1st Election District is bounded by and within W. 44th st., 10th ave., W. 43d st. and 11th ave.

The 2d Election District is bounded by and within a diagonal line from the corner of W. 44th st. and 10th ave. to the corner of W. 45th st. and 9th ave., 9th ave., W. 43d st. and 10th ave.

The 3d Election District is bounded by and within a diagonal line from the corner of 9th ave. and W. 45th st. to the corner of 8th ave. and W. 44th st., 8th ave., W. 43d st. and 9th ave.

The 4th Election District is bounded by and within W. 46th st., 8th ave. to W. 44th st., a diagonal line from the corner of W. 44th st. and 8th ave. to the corner of W. 45th st. and 9th ave., and 9th ave.

The 5th Election District is bounded by and within W. 46th st., 9th ave. to W. 45th st., a diagonal line from the corner of W. 45th st. and 9th ave. to the corner of W. 44th st. and 10th ave., and 10th ave.

The 6th Election District is bounded by and within W. 45th st., 10th ave., W. 44th st. and Hudson River.

The 7th Election District is bounded by and within W. 46th st., 10th ave., W. 45th st. and Hudson River.

The 8th Election District is bounded by and within W. 47th st., 10th ave., W. 46th st and Hudson River.

The 9th Election District is bounded by and within W. 47th st., 9th ave., W. 46th st. and 10th ave.

The 10th Election District is bounded by and within W. 47th st., 8th ave., W. 46th st. and 9th ave.

The 11th Election District is bounded by and within a diagonal line from the corner of W. 48th st. and 9th ave. to the corner of W. 49th st. and 8th ave., 8th ave., W. 47th st. and 9th ave.

The 12th Election District is bounded by and within W. 48th st., 9th ave., W. 47th st. and 10th ave.

The 13th Election District is bounded by and within W. 49th st., 11th ave., W. 48th st., 10th ave., W. 47th st. and Hudson River.

The 14th Election District is bounded by and within W. 49th st., 10th ave., W. 48th st. and 11th ave.

The 15th Election District is bounded by and within W. 49th st. to 9th ave., a diagonal line from the corner of W. 49th st. and 9th ave. to the corner of 10th ave. and W. 48th st., and 10th ave.

The 16th Election District is bounded by and within a diagonal line from the corner of 10th ave. and W. 48th st. to the corner of W. 49th st. and 9th ave., 9th ave. and W. 48th st.

The 17th Election District is bounded by and within W. 50th st., 8th ave. to W. 49th st., a diagonal line from the corner of 8th ave. and W. 49th st. to the corner of W. 48th st. and 9th ave., and 9th ave.

The 18th Election District is bounded by and within W. 50th st., 9th ave., W. 49th st. and 10th ave.

The 19th Election District is bounded by and within W. 50th st., 10th ave., W. 49th st. and Hudson River.

The 20th Election District is bounded by and within W. 52d st., 11th ave., W. 51st st., 10th ave., W. 50th st. and Hudson River.

The 21st Election District is bounded by and within W. 51st st., 9th ave., W. 50th st. and 10th ave.

The 22d Election District is bounded by and within W. 51st st., 8th ave., W. 50th st. and 9th ave.

The 23d Election District is bounded by and within W. 52d st., 8th ave., W. 51st st. and 9th ave.

The 24th Election District is bounded by and within W. 52d st., 9th ave., W. 51st st. and 10th ave.

Twelfth Assembly District.

The 1st Election District is bounded by and within E. 12th st., Avenue B, E. 10th st. and Avenue A.

The 2d Election District is bounded by and within E. 12t , Avenue C, E. 10th st. and Avenue B.

The 3d Election District is bounded by and within E. 12th st., E. 14th st., East River, E. 8th E. 10th st. and Avenue C.

The 4th Election Distric and w in E. 14th st., Ave

The 5th Election District is bounded by and within E. 14th st., Avenue B, E. 12th st. and Avenue A.

The 6th Election District is bounded by and within E. 16th st., Avenue B, E. 14th st., Avenue A to E. 15th st., a diagonal line from the corner of E. 15th st. and Avenue A to the corner of 1st ave. and E. 16th st.

The 7th Election District is bounded by and within a diagonal line from the corner of E. 16th st. and 1st ave. to the corner of E. 15th st. and Avenue A. Avenue A, E. 14th st. and 1st ave.

The 8th Election District is bounded by and within E. 17th st., Livingston place, E. 16th st., 1st ave., E. 14th st. and 2d ave.

The 9th Election District is bounded by and within E. 18th st., 2d ave., E. 14th st., Irving place, E. 15th st. and 3d ave.

The 10th Election District is bounded by and within E. 18th st., 1st ave., E. 16th st., Livingston place, E. 17th st. and 2d ave.

The 11th Election District is bounded by and within E. 18th st., Avenue A, E. 16th st. and 1st ave.

The 12th Election District is bounded by and within E. 18th st., Avenue B, E. 16th st. and Avenue A.

The 13th Election District is bounded by and within E. 16th st., Avenue C, E. 17th st., East River, E. 14th st. and Avenue B.

The 14th Election District is bounded by and within E. 18th st., East River, E. 17th st., Avenue C, E. 16th st. and Avenue B.

The 15th Election District is bounded by and within E. 20th st., East River, E. 18th st. and 1st ave.

The 16th Election District is bounded by and within E. 19th st., 1st ave., E. 18th st. and 3d ave.

The 17th Election District is bounded by and within E. 21st st., 2d ave., E. 19th st. and 3d ave.

The 18th Election District is bounded by and within E. 21st st., East River, E. 20th st., 1st ave., E. 19th st. and 2d ave.

The 19th Election District is bounded by and within E. 22d st., 1st ave., E. 23d st., East River, E. 21st st. and 2d ave.

The 20th Election District is bounded by and within E. 24th st., 1st ave., E. 22d st. and 2d ave.

The 21st Election District is bounded by and within E. 23d st., 2d ave., E. 21st st. and 3d ave.

Thirteenth Assembly District.

The 1st Election District is bounded by and within W. 52d st., 10th ave., W. 51st st. and 11th ave.

The 2d Election District is bounded by and within W. 54th st., 11th ave., W. 53d st., 10th ave., W. 52d st. and Hudson River.

The 3d Election District is bounded by and within W. 53d st., 9th ave., W. 52d st. and 10th ave.

The 4th Election District is bounded by and within W. 53d st., 8th ave., W. 52d st. and 9th ave.

The 5th Election District is bounded by and within W. 55th st., 8th ave., W. 53d st. and 9th ave.

The 6th Election District is bounded by and within W. 54th st., 9th ave., W. 53d st. and 11th ave.

The 7th Election District is bounded by and within W. 55th st., 9th ave., W. 54th st. and 10th ave.

The 8th Election District is bounded by and within W. 56th st., 9th ave., W. 55th st., 10th ave., W. 54th st. and Hudson River.

The 9th Election District is bounded by and within W. 57th st., 8th ave., W. 55th st. and 9th ave.

The 10th Election District is bounded by and within W. 57th st., 9th ave., W. 56th st. and 10th ave.

The 11th Election District is bounded by and within W. 58th st., 9th ave., W. 57th st. and 10th ave.

The 12th Election District is bounded by and within W. 60th st., 11th ave., W. 58th st., 10th ave., W. 56th st. and Hudson River.

The 13th Election District is bounded by and within W. 61st st., Amsterdam ave., W. 58th st., 11th ave., W. 60th st. and Hudson River.

The 14th Election District is bounded by and within W. 61st st., Columbus ave., 9th ave., W. 58th st., 10th ave. and Amsterdam ave.

The 15th Election District is bounded by and within a diagonal line from W. 62d st. and Amsterdam ave. through the centre of the block to W. 63d st. and Columbus ave., Columbus ave., W. 61st st. and Amsterdam ave.

The 16th Election District is bounded by and within W. 64th st., Columbus ave. to W. 63d st., a diagonal line from W. 63d st. and Columbus ave. through the centre of the block to W. 62d st. and Amsterdam ave., and Amsterdam ave.

The 17th Election District is bounded by and within W. 62d st., Amsterdam , W. 61st st. and Hudson River.

he 18th Election District is bounded d within W. 63d st., Amsterdam ave., d st. and Hudson River.

The 19th Election District is bounded by and within W. 65th st., Amsterdam ave., W. 63d st. and Hudson River.

The 20th Election District is bounded by and within W. 67th st., Amsterdam ave., W. 65th st. and Hudson River.

Fourteenth Assembly District.

The 1st Election District is bounded by and within E. 25th st., 2d ave., E. 23d st., Lexington ave., E. 24th st. and 3d ave.

The 2d Election District is bounded by and within E. 25th st., 1st ave., E. 24th st. and 2d ave.

The 3d Election District is bounded by and within E. 26th st., East River, E. 23d st., 1st ave., E. 25th st. and 2d ave.

The 4th Election District is bounded by and within E. 28th st., 1st ave., E. 29th st., East River, E. 26th st. and 2d ave.

The 5th Election District is bounded by and within E. 27th st., 3d ave., E. 26th st. 2d ave., E. 25th st., 3d ave., E. 24th st. and Lexington ave.

The 6th Election District is bounded by and within E. 28th st., 2d ave., E. 26th st. and 3d ave.

The 7th Election District is bounded by and within E. 29th st., 2d ave., E. 28th st., 3d ave., E. 27th st. and Lexington ave.

The 8th Election District is bounded by and within E. 31st st., 3d ave., E. 30th st., 2d ave., E. 29th st. and Lexington ave.

The 9th Election District is bounded by and within E. 30th st., East River, E. 29th st., 1st ave., E. 28th st. and 2d ave.

The 10th Election District is bounded by and within E. 31st st., East River, E. 30th st. and 2d ave.

The 11th Election District is bounded by and within E. 32d st., 2d ave., E. 30th st., 3d ave., E. 31st st. and Lexington ave.

The 12th Election District is bounded by and within E. 34th st., 3d ave., E. 33d st., 2d ave., E. 32d st. and Lexington ave.

The 13th Election District is bounded by and within E. 33d st., East River, E. 31st st. and 2d ave.

The 14th Election District is bounded by and within E. 34th st., East River, E 33d st. and 2d ave.

The 15th Election District is bounded by and within E. 35th st., 2d ave., E. 33d st. and 3d ave.

The 16th Election District is bounded by and within E. 36th st., East River, E. 34th st., 2d ave., E. 35th st. and 3d ave.

The 17th Election District is bounded by and within E. 37th st., East River, E. 36th st. and 3d ave.

The 18th Election District is bounded by and within E. 38th st., East River, E. 37th st. and 2d ave.

The 19th Election District is bounded by and within E. 40th st., East River, E. 38th st. and 2d ave.

The 20th Election District is bounded by and within E. 40th st., 2d ave., E. 37th st. and 3d ave.

The 21st Election District is bounded by and within E. 41st st., East River, E. 40th st. and Lexington ave.

The 22d Election District is bounded by and within E. 42d st., Prospect place, E. 43d st., East River, E. 41st st. and Lexington ave.

Fifteenth Assembly District.

The 1st Election District is bounded by and within W. 65th st., Columbus ave., W. 64th st. and Amsterdam ave.

The 2d Election District is bounded by and within W. 67th st., Broadway, W. 68th st., Central Park West, W. 67th st., Columbus ave., W. 65th st. and Amsterdam ave.

The 3d Election District is bounded by and within W. 68th st., Broadway, W. 67th st. and West End ave.

The 4th Election District is bounded by and within W. 70th st., Amsterdam ave., W. 69th st., West End ave., W. 67th st. and Hudson River.

The 5th Election District is bounded by and within W. 69th st., Amsterdam ave., W. 68th st. and West End ave.

The 6th Election District is bounded by and within W. 70th st., Central Park West, W. 68th st. and Amsterdam ave.

The 7th Election District is bounded by and within W. 74th st., Central Park West, W. 70th st., Amsterdam ave., W. 71st st. and Columbus ave.

The 8th Election District is bounded by and within W. 71st st., West End ave., W. 72d st., Columbus ave., W. 71st st., Amsterdam ave., W. 70th st. and Hudson River.

The 9th Election District is bounded by and within W. 77th st., West End ave., W. 76th st., Broadway, W. 72d st., West End ave., W. 71st st. and Hudson River.

The 10th Election District is bounded by and within W. 74th st., Columbus ave., W. 72d st. and Broadway.

The 11th Election District is bounded by and within W. 75th st., Columbus ave., W. 76th st., Central Park West, W. 74th st. and Broadway.

The 12th Election District is bounded by and within W. 77th st., Central Park West, W. 76th st., Columbus av st., Broadway, W. 76th st. an ave.

The 13th Election Distr by and within W. 80th st., Broadway, W. 78th st., Columbus ave., W. 77th st. and West End ave.

The 14th Election District is bounded by and within W. 82d st., Broadway, W. 80th st., West End ave., W. 77th st. and Hudson River.

The 15th Election District is bounded by and within W. 82d st., Amsterdam ave., W. 78th st. and Broadway.

The 16th Election District is bounded by and within W. 80th st., Columbus ave., W. 81st st., Central Park West, W. 77th st., Columbus ave., W. 78th st. and Amsterdam ave.

The 17th Election District is bounded by and within W. 82d st., Columbus ave., W. 80th st. and Amsterdam ave.

The 18th Election District is bounded by and within W. 83d st., Central Park West, W. 81st st. and Columbus ave.

The 19th Election District is bounded by and within W. 84th st., Columbus ave., W. 82d st. and Amsterdam ave.

The 20th Election District is bounded by and within W. 83d st., Broadway, W. 84th st., Amsterdam ave., W. 82d st. and Riverside drive.

The 21st Election District is bounded by and within W. 86th st., West End ave., W. 83d st., Riverside drive, W. 82d st. and Hudson River.

The 22d Election District is bounded by and within W. 86th st., Amsterdam ave., W. 84th st., Broadway, W. 83d st. and West End ave.

The 23d Election District is bounded by and within W. 86th st., Columbus ave., W. 84th st. and Amsterdam ave.

The 24th Election District is bounded by and within W. 89th st., Columbus ave., W. 86th st. and Amsterdam ave.

The 25th Election District is bounded by and within W. 89th st., Broadway, W. 88th st., Amsterdam ave., W. 86th st. and Hudson River.

The 26th Election District is bounded by and within W. 91st st., Amsterdam ave., W. 90th st., Columbus ave., W. 89th st., Amsterdam ave., W. 88th st., Broadway, W. 89th st. and Hudson River.

The 27th Election District is bounded by and within W. 92d st., Columbus ave., W. 90th st. and Amsterdam ave.

The 28th Election District is bounded by and within W. 94th st., Columbus ave., W. 92d st., Amsterdam ave., W. 91st st. and Broadway.

Sixteenth Assembly District.

The 1st Election District is bounded by and within E. 46th st., 3d ave., E. 42d st. and Lexington ave.

The 2d Election District is bounded by and within E. 45th st., 2d ave. to E. 43d st., a diagonal line from the corner of E. 43d st. and 2d ave. to the corner of 3d ave. and E. 42d st., and 3d ave.

The 3d Election District is bounded by and within E. 45th st., East River, E. 43d st., Prospect place, E. 42d st., a diagonal line from the corner of 3d ave. and E. 42d st. to the corner of E. 43d st. and 2d ave., and 2d ave.

The 4th Election District is bounded by and within E. 48th st., 1st ave., E. 49th st., East River, E. 45th st., a diagonal line from the corner of 1st ave. and E. 45th st. to the corner of E. 46th st. and 2d ave., and 2d ave.

The 5th Election District is bounded by and within E. 47th st., 2d ave., a diagonal line from the corner of 2d ave. and E. 46th st. to the corner of E. 45th st. and 1st ave., E. 45th st., and 3d ave.

The 6th Election District is bounded by and within E. 49th st., 3d ave., E. 46th st. and Lexington ave.

The 7th Election District is bounded by and within E. 49th st., 1st ave., E. 48th st., 2d ave., E. 47th st. and 3d ave.

The 8th Election District is bounded by and within E. 51st st., 2d ave., E. 49th st., and Lexington ave.

The 9th Election District is bounded by and within E. 51st st., 1st ave., E. 49th st. and 2d ave.

The 10th Election District is bounded by and within E. 52d st., East River, E. 49th st., Mitchell place, and 1st ave.

The 11th Election District is bounded by and within E. 52d st., 1st ave., E. 51st st. and Lexington ave.

The 12th Election District is bounded by and within E. 53d st., 1st ave., E. 52d st., and a diagonal line from the corner of Lexington ave. and E. 52d st. to the corner of 3d ave. and E. 53d st.

The 13th Election District is bounded by and within E. 56th st., 3d ave., E. 54th st., 2d ave., E. 53d st., a diagonal line from the corner of 3d ave. and E. 53d st. to the corner of E. 52d st. and Lexington ave. and

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Seventeenth Assembly District.

The 1st Election District is bounded by and within W. 86th st., Central Park West, W. 83d st. and Columbus ave.

The 2d Election District is bounded by and within W. 89th st., Central Park West, W. 86th st. and Columbus ave.

The 3d Election District is bounded by and within W. 91st. st., Central Park West, W. 89th st. and Columbus ave.

The 4th Election District is bounded by and within W. 93d st., Central Park West, W. 91st st. and Columbus ave.

The 5th Election District is bounded by and within W. 95th st., Central Park West, W. 93d st. and Columbus ave.

The 6th Election District is bounded by and within W. 95th st., Columbus ave., W. 94th st., Broadway, W. 93d st. and West End ave.

The 7th Election District is bounded by and within W. 94th st., West End ave., W. 93d st., Broadway, W. 91st st. and Hudson River.

The 8th Election District is bounded by and within W. 97th st., Broadway, W. 95th st., West End ave., W. 94th st. and Hudson River.

The 9th Election District is bounded by and within W. 96th st., Columbus ave., W. 95th st. and Broadway.

The 10th Election District is bounded by and within W. 97th st., Columbus ave., W. 96th st. and Broadway.

The 11th Election District is bounded by and within W. 98th st., Columbus ave., W. 97th st., and Broadway.

The 12th Election District is bounded by and within W. 98th st., Central Park West, W. 95th st. and Columbus ave.

The 13th Election District is bounded by and within W. 99th st., Central Park West, W. 98th st. and Columbus ave.

The 14th Election District is bounded by and within W. 99th st., Columbus ave., W. 98th st. and Amsterdam ave.

The 15th Election District is bounded by and within West 99th st., Amsterdam ave., W. 98th st., Broadway, W. 97th st. and Hudson River.

The 16th Election District is bounded by and within W. 101st st., West End ave., W. 99th st. and Hudson River.

The 17th Election District is bounded by and within W. 101st st., Amsterdam ave., W. 100th st., Columbus ave., W. 99th st. and West End ave.

The 18th Election District is bounded by and within W. 101st st., Columbus ave., W. 100th st. and Amsterdam ave.

The 19th Election District is bounded by and within W. 100th st., Manhattan ave., W. 101st st., Central Park West, W. 99th st. and Columbus ave.

The 20th Election District is bounded by and within W. 102d st., Central Park West, W. 101st st., Manhattan ave., W. 100th st. and Columbus ave.

The 21st Election District is bounded by and within W. 102d st., Columbus ave., W. 101st st. and Amsterdam ave.

The 22d Election District is bounded by and within W. 103d st., Columbus ave., W. 102d st. and Amsterdam ave.

The 23d Election District is bounded by and within W. 103d st., Central Park West, W. 102d st. and Columbus ave.

The 24th Election District is bounded by and within W. 105th st., Manhattan ave., W. 104th st., Central Park West, W. 103d st. and Columbus ave.

The 25th Election District is bounded by and within W. 105th st., Columbus ave., W. 103d st. and Amsterdam ave.

The 26th Election District is bounded by and within W. 106th st., Manhattan ave., W. 105th st. and Amsterdam ave.

The 27th Election District is bounded by and within W. 107th st., Central Park West, W. 104th st., Manhattan ave., W. 106th st. and Columbus ave.

Eighteenth Assembly District.

The 1st Election District is bounded by and within E. 59th st., 2d ave., E. 56th st. and 3d ave.

The 2d Election District is bounded by and within E. 58th st., 1st ave., E. 56th st. and 2d ave.

The 3d Election District is bounded by and within E. 58th st., East River, E. 56th st. and 1st ave.

The 4th Election District is bounded by and within E. 59th st., East River, E. 58th st. and 2d ave.

The 5th Election District is bounded by and within E. 62d st., 1st ave., E. 59th st., 3d ave., E. 60th st. and 2d ave.

The 6th Election District is bounded by and within E. 63d st., 2d ave., E. 60th st. and 3d ave.

The 7th Election District is bounded by and within E. 65th st., 1st ave., E. 62d st., 2d ave., E. 63d st. and 3d ave.

The 8th Election by and within E 59th st. and 1st

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by and within E. 69th st., 2d ave., E. 65th st. and 3d ave.

The 13th Election District is bounded by and within E. 70th st., 2d ave., E. 69th st. and Lexington ave.

The 14th Election District is bounded by and within E. 70th st., 1st ave., E. 69th st. and 2d ave.

The 15th Election District is bounded by and within E. 71st st., 1st ave., E. 70th st. and 3d ave.

The 16th Election District is bounded by and within E. 72d st., 1st ave., E. 71st st. and 3d ave.

The 17th Election District is bounded by and within E. 72d st., East River, E. 70th st. and 1st ave.

The 18th Election District is bounded by and within E. 73d st., East River, E. 72d st. and 1st ave.

The 19th Election District is bounded by and within E. 73d st., 1st ave., E. 72d st. and 3d ave.

The 20th Election District is bounded by and within E. 74th st., 1st ave., E. 73d st. and 2d ave.

Nineteenth Assembly District.

The 1st Election District is bounded by and within W. 103d st. to Broadway, a diagonal line from the corner of W. 103d st. and Broadway to the corner of W. 102d st. and Amsterdam ave., Amsterdam ave., W. 101st st. and Hudson River.

The 2d Election District is bounded by and within W. 106th st., Broadway, W. 104th st., Amsterdam ave., to W. 102d st., a diagonal line from the corner of Amsterdam ave. and W. 102d st. to the corner of Broadway and W. 103d st., W. 103d st. and Hudson River.

The 3d Election District is bounded by and within W. 106th st., Amsterdam ave., W. 104th st. and Broadway.

The 4th Election District is bounded by and within W. 107th st., Columbus ave., W. 106th st. and Hudson River.

The 5th Election District is bounded by and within W. 110th st., Broadway, W. 109th st., Amsterdam ave., W. 107th st. and Hudson River.

The 6th Election District is bounded by and within W. 108th st., Central Park West, W. 107th st. and Amsterdam ave.

The 7th Election District is bounded by and within W. 110th st., Central Park West, W. 108th st. and Columbus ave.

The 8th Election District is bounded by and within W. 110th st., Columbus ave., W. 108th st., Amsterdam ave., W. 109th st. and Broadway.

The 9th Election District is bounded by and within a diagonal line from the corner of Broadway and 112th st. to the corner of 111th st. and Amsterdam ave., Amsterdam ave., W. 110th st. and Broadway.

The 10th Election District is bounded by and within W. 113th st., Morningside ave., W. 110th st., Amsterdam ave., a diagonal line from corner of 111th st. and Amsterdam ave. to the corner of Broadway and 112th st. and Broadway.

The 11th Election District is bounded by and within W. 114th st., Broadway, W. 110th st. and Hudson River.

The 12th Election District is bounded by and within W. 122d st., Broadway, W. 114th st. and Hudson River.

The 13th Election District is bounded by and within a line running from the Hudson River across Riverside park and between 526 and 528 Riverside drive, through Fairview court, 175 Claremont ave., W. 125th st., Broadway, W. 124th st., Amsterdam ave., W. 123d st., Broadway, W. 122d st. and Hudson River.

The 14th Election District is bounded by and within W. 127th st., Broadway, a line running through Fairview court, 175 Claremont ave., and between 526 and 528 Riverside drive, through Riverside park and Hudson River.

The 15th Election District is bounded by and within W. 133d st., Amsterdam ave., W. 132d st., Old Broadway, W. 129th st., Broadway, W. 127th st. and Hudson River.

The 16th Election District is bounded by and within W. 132d st., Amsterdam ave., Lawrence st., W. 129th st. and Old Broadway.

The 17th Election District is bounded by and within W. 130th st., Convent ave., Morningside ave., W. 125th st., Manhattan st., a diagonal line from the corner of Amsterdam ave. and Manhattan st. to the corner of Old Broadway and Lawrence st., Lawrence st., and Amsterdam ave.

The 18th Election District is bounded by and within Lawrence st., a diagonal line from the corner of Old Broadway and Lawrence st. to the corner of Manhattan st. and Amsterdam ave., Manhattan st., W. 125th st. and Broadway.

The 19th Election District is bounded by and within W. 125th st., Amsterdam ave., W. 124th st. and Broadway.

The 20th Election District is bounded by and within W. 125th st., Hancock place, Morningside ave., a diagonal line from the corner of W. 124th st. and Morningside ave. to the corner of W. 123d st. and ave., and Amsterdam ave.

lection District is bounded a diagonal line from the erdam ave. and W. 123d st. to the corner of W. 124th st. and Morningside ave., Morningside ave., W. 120th st. and Amsterdam ave.

The 22d Election District is bounded by and within W. 123d st., Amsterdam ave., W. 120th st. and Broadway.

The 23d Election District is bounded by and within W. 120th st., Amsterdam ave., W. 113th st. and Broadway.

The 24th Election District is bounded by and within W. 120th st., Morningside ave, W. 110th st., Morningside drive, W. 113th st. and Amsterdam ave.

The 25th Election District is bounded by and within W. 120th st., Manhattan ave., W. 117th st. and Morningside Ave. East.

The 26th Election District is bounded by and within W. 117th st., Manhattan ave., W. 118th st., 8th ave., W. 116th st. and Morningside ave.

The 27th Election District is bounded by and within W. 118th st., St. Nicholas ave., W. 117th st., 7th ave., a diagonal line from the corner of 7th ave. and W. 115th st. to the corner of W. 116th st. and 8th ave., and 8th ave.

The 28th Election District is bounded by and within W. 116th st., a diagonal line from the corner of 8th ave. and W. 116th st. to the corner of 7th ave. and W. 115th st., W. 115th st., Manhattan ave., W. 114th st. and Morningside ave.

The 29th Election District is bounded by and within W. 114th st., Manhattan ave., W. 115th st. to 7th ave., a diagonal line from the corner of 7th ave. and W. 115th st. to the corner of W. 114th st. and 8th ave., 8th ave., W. 113th st. and Morningside ave.

The 30th Election District is bounded by and within a diagonal line from the corner of W. 114th st. and 8th ave. to the corner of W. 115th st. and 7th ave., 7th ave., W. 113th st. and 8th ave.

The 31st Election District is bounded by and within W. 113th st., 7th ave., W. 112th st. to 8th ave., a diagonal line from the corner of W. 112th st. and 8th ave. to the corner of W. 111th st. and Manhattan ave., and Manhattan ave.

The 32d Election District is bounded by and within W. 112th st., 7th ave., W. 111th st. and 8th ave.

The 33d Election District is bounded by and within a diagonal line from the corner of Manhattan ave. and W. 111th st. to the corner of W. 112th st. and 8th ave., 8th ave., W. 111th st., 7th ave., W. 110th st. and Manhattan ave.

The 34th Election District is bounded by and within W. 110th st., 5th ave., a line running through Central Park from 5th ave. and 99th st. to Central Park West and 99th st., and Central Park West.

The 35th Election District is bounded by and within a line running from W. 99th st. and Central Park West to 5th ave., 5th ave., Transverse road, W. 97th st. and Central Park West.

Twentieth Assembly District.

The 1st Election District is bounded by and within E. 75th st., 2d ave., E. 73d st., 3d ave., E. 74th st. and Lexington ave.

The 2d Election District is bounded by and within E. 76th st., 1st ave., E. 75th st. and Lexington ave.

The 3d Election District is bounded by and within E. 75th st., 1st ave., E. 76th st., Avenue A, E. 74th st. and 2d ave.

The 4th Election District is bounded by and within E. 74th st., Avenue A, E. 75th st., East River, E. 73d st. and 1st ave.

The 5th Election District is bounded by and within E. 76th st., East River, E. 75th st. and Avenue A.

The 6th Election District is bounded by and within E. 78th st., East River, E. 76th st. and 1st ave.

The 7th Election District is bounded by and within E. 77th st., 1st ave., E. 76th st. and 3d ave.

The 8th Election District is bounded by and within E. 78th st., 1st ave., E. 77th st. and 3d ave.

The 9th Election District is bounded by and within E. 79th st., 2d ave., E. 78th st., 3d ave., E. 76th st. and Lexington ave.

The 10th Election District is bounded by and within E. 79th st., 1st ave., E. 78th st. and 2d ave.

The 11th Election District is bounded by and within E. 79th st., East River, E. 78th st. and 1st ave.

The 12th Election District is bounded by and within E. 82d st., East River, E. 79th st. and Avenue A.

The 13th Election District is bounded by and within E. 80th st., Avenue A, E. 79th st. and 1st ave.

The 14th Election District is bounded by and within E. 81st st., Avenue A, E. 80th st. and 1st ave.

The 15th Election District is bounded by and within E. 82d st., Avenue A, E. 81st st. and 1st ave.

The 16th Election District is bounded by and within E. 82d st., 1st ave. to E. 81st st., a diagonal line from the corner of 1st ave. and E. 81st st. to the corner of E. 80th st. and 2d ave., and 2d ave.

The 17th Election District is bounded by and within a diagonal line from corner of E. 80th st. and 2d ave. to corner of E. 81st st. and 1st ave., 1st E 79th st. and 2d ave.

The 18th Election District is bounded by and within E. 81st st., 3d ave., E. 80th st., 2d ave., E. 79th st. and Lexington ave.

The 19th Election District is bounded by and within E. 82d st., 2d ave., E. 80th st. and 3d ave.

The 20th Election District is bounded by and within E. 83d st., 2d ave., E. 82d st. and 3d ave.

The 21st Election District is bounded by and within E. 84th st., 3d ave., E. 81st st. and Lexington ave.

Twenty-first Assembly District.

The 1st Election District is bounded by and within W. 125th st., 8th ave., W. 123d st., and Morningside ave.

The 2d Election District is bounded by and within W. 127th st., 8th ave., W. 125th st. and Morningside ave.

The 3d Election District is bounded by and within W. 130th st., 8th ave., W. 127th st. and Convent ave.

The 4th Election District is bounded by and within 7th ave., W. 128th st., 8th ave. to the corner of W. 129th st.; thence a diagonal line to the corner of W. 130th st. and 7th ave.

The 5th Election District is bounded by and within W. 128th st. to the corner of 7th ave.; thence a diagonal line to the corner of W. 127th st. and Lenox ave., W. 127th st. and 8th ave.

The 6th Election District is bounded by and within W. 129th st., Lenox ave. to the corner of W. 127th st.; thence a diagonal line to the corner of W. 128th st. and 7th ave., and 7th ave.

The 7th Election District is bounded by and within 5th ave., W. 127th st., Lenox ave., to the corner of W. 128th st.; thence a diagonal line to the corner of W. 129th st. and 5th ave.

The 8th Election District is bounded by and within a diagonal line from the corner of Lenox ave. and W. 131st st. to the corner of 5th ave. and W. 130th st., 5th ave. to the corner of W. 129th st.; thence a diagonal line to the corner of Lenox ave. and W. 128th st. and Lenox ave.

The 9th Election District is bounded by and within W. 131st st., Lenox ave., W. 129th st. and 7th ave.

The 10th Election District is bounded by and within W. 131st st., 7th ave., to the corner of W. 130th st.; thence a diagonal line to the corner of W. 129th st. and 8th ave., and 8th ave.

The 11th Election District is bounded by and within W. 133d st., 8th ave., W. 130th st. and St. Nicholas ave.

The 12th Election District is bounded by and within W. 133d st., 7th ave., W. 131st st. and 8th ave.

The 13th Election District is bounded by and within W. 133d st., Lenox ave., W. 131st st. and 7th ave.

The 14th Election District is bounded by and within a diagonal line from the corner of Lenox ave. and W. 132d st. to the corner of W. 133d st. and 5th ave., 5th ave., a diagonal line from the corner of W. 130th st. and 5th ave. to the corner of W. 131st st. and Lenox ave., and Lenox ave.

The 15th Election District is bounded by and within a diagonal line from the corner of Lenox ave. and W. 134th st. to the corner of 5th ave. and W. 135th st., 5th ave., a diagonal line from the corner of 5th ave. and W. 133d st. to the corner of Lenox ave. and W. 132d st., and Lenox ave.

The 16th Election District is bounded by and within W. 134th st., Lenox ave., W. 133d st. and 7th ave.

The 17th Election District is bounded by and within W. 134th st., 7th ave., W. 133d st. and St. Nicholas ave.

The 18th Election District is bounded by and within W. 135th st., 7th ave., W. 134th st. and St. Nicholas ave.

The 19th Election District is bounded by and within a diagonal line from the corner of W. 135th st. and 7th ave. to the corner of W. 136th st. and Lenox ave., Lenox ave., W. 135th st. to 5th ave.; thence a diagonal line to the corner of W. 134th st., and Lenox ave., W. 134th st. and 7th ave.

The 20th Election District is bounded by and within W. 136th st. to the corner of Lenox ave.; thence a diagonal line to the corner of 7th ave. and W. 135th st., W. 135th st. and St. Nicholas ave.

The 21st Election District is bounded by and within W. 138th st., 7th ave., W. 136th st. and 8th ave.

The 22d Election District is bounded by and within W. 140th st., 7th ave., W. 138th st. and 8th ave.

The 23d Election District is bounded by and within W. 141st st., 7th ave., W. 140th st. and 8th ave.

The 24th Election District is bounded by and within W. 141st st., 8th ave., W. 136th st. and St. Nicholas ave.

The 25th Election District is bounded by and within W. 141st st., St. Nicholas ave., W Amsterdam ave., W. 140 lton place.

ion District is bounded W. 135th st., St. Nicholas st., Amsterdam W. onvent ave

The 27th Election District is bounded by and within W. 135th st., Convent ave., W. 133d st., Broadway, W. 134th st. and Amsterdam ave.

The 28th Election District is bounded by and within W. 135th st., Amsterdam ave., W. 134th st., Broadway, W. 133d st. and Hudson River.

The 29th Election District is bounded by and within W. 136th st., Amsterdam ave., W. 135th st. and Hudson River.

The 30th Election District is bounded by and within W. 140th st., Amsterdam ave., W. 136th st., Broadway and Hamilton place.

The 31st Election District is bounded by and within W. 138th st., Hamilton place, Broadway, W. 136th st. and Hudson River.

The 32d Election District is bounded by and within W. 141st st., Hamilton place, W. 138th st. and Hudson River.

Twenty-second Assembly District.

The 1st Election District is bounded by and within E. 83d st., 1st ave., E. 82d st. and 2d ave.

The 2d Election District is bounded by and within E. 83d st., Avenue A, E. 82d st. and 1st ave.

The 3d Election District is bounded by and within E. 83d st., East River, E. 82d st. and Avenue A.

The 4th Election District is bounded by and within E. 86th st., East River, E. 83d st., Avenue A, E. 84th st. and East End ave.

The 5th Election District is bounded by and within E. 84th st., Avenue A, E. 83d st. to 2d ave., a diagonal line from the corner of 2d ave. and E. 83d st. to the corner of E. 84th st. and 1st ave.

The 6th Election District is bounded by and within E. 85th st., 1st ave., to E. 84th st., a diagonal line from the corner of E. 84th st. and 1st ave. to the corner of E. 83d st. and 2d ave., and 2d ave.

The 7th Election District is bounded by and within E. 85th st., 2d ave., E. 83d st. and 3d ave.

The 8th Election District is bounded by and within E. 86th st., 2d ave., E. 85th st., 3d ave., E. 84th st. and Lexington ave.

The 9th Election District is bounded by and within E. 86th st., Avenue A, E. 85th st. and 2d ave.

The 10th Election District is bounded by and within E. 85th st. to Avenue A, a diagonal line from the corner of Avenue A and E. 85th st., to the corner of E. 84th st. and East End ave., E. 84th st. and 1st ave.

The 11th Election District is bounded by and within E. 86th st., East End ave., to E. 84th st., a diagonal line from the corner of E. 84th st. and East End ave. to the corner of Avenue A and E. 85th st., and Avenue A.

The 12th Election District is bounded by and within E. 87th st., East End ave., E. 88th st., East River, E. 86th st. and 1st ave.

The 13th Election District is bounded by and within E. 87th st., 1st ave., E. 86th st. and 3d ave.

The 14th Election District is bounded by and within E. 88th st., 2d ave., E. 87th st., 3d ave., E. 86th st. and Lexington ave.

The 15th Election District is bounded by and within E. 88th st., Avenue A, E. 87th st. and 2d ave.

The 16th Election District is bounded by and within E. 88th st., East End ave., E. 87th st. and Avenue A.

The 17th Election District is bounded by and within E. 92d st., East River, E. 88th st. and Avenue A.

The 18th Election District is bounded by and within E. 92d st., Avenue A, E. 88th st. and 1st ave.

The 19th Election District is bounded by and within E. 89th st., 1st ave., E. 88th st. and 2d ave.

The 20th Election District is bounded by and within E. 90th st., 1st ave., E. 89th st. and 2d ave.

The 21st Election District is bounded by and within E. 91st st., 1st ave., E. 90th st. and 2d ave.

Twenty-third Assembly District.

The 1st Election District is bounded by and within W. 137th st., Lenox ave., W. 136th st. and 7th ave.

The 2d Election District is bounded by and within a diagonal line from the corner of W. 138th st. and 7th ave. to the corner of W. 139th st. and Lenox ave., Lenox ave., W. 137th st. and 7th ave.

The 3d Election District is bounded by and within W. 140th st., Lenox ave., to the corner of W. 139th st., thence in a diagonal line from the corner of W. 139th st. and Lenox ave. to the corner of W.
' 7th ave., and 7th ave.

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urst ave.

The 8th Election District is bounded by and within W. 144th st., 7th ave., W. 143d st. and 8th ave.

The 9th Election District is bounded by and within a diagonal line from the corner of 7th ave. and W. 145th st., to the corner of W. 146th st. and Lenox ave., Lenox ave., W. 143d st. and 7th ave.

The 10th Election District is bounded by and within W. 146th st. to Lenox ave., thence a diagonal line to the corner of W. 145th st. and 7th ave., 7th ave., W. 144th st. and 8th ave.

The 11th Election District is bounded by and within W. 148th st., 7th ave., W. 153d st., Harlem River, W. 146th st. and 8th ave.

The 12th Election District is bounded by and within W. 149th st., 7th ave., W 148th st. and 8th ave.

The 13th Election District is bounded by and within W. 151st st., 7th ave., W. 149th st. and Bradhurst ave.

The 14th Election District is bounded by and within W. 153d st., 7th ave., W. 151st st. and Bradhurst ave.

The 15th Election District is bounded by and within W. 164th st., Harlem River, W. 153d st. and Speedway.

The 16th Election District is bounded by and within W. 153d st., Bradhurst ave., W. 149th st., 8th ave., W. 145th st. and Edgecombe ave.

The 17th Election District is bounded by and within W. 145th st., 8th ave., W. 143d st., Bradhurst ave., Edgecombe ave., W. 141st st., and a diagonal line from the corner of St. Nicholas ave. and W. 141st st. to the corner of W. 145th st. and Edgecombe ave.

The 18th Election District is bounded by and within W. 145th st., a diagonal line from the corner of Edgecombe ave. and W. 145th st. to the corner of W. 141st st. and St. Nicholas ave., W. 141st st. and Amsterdam ave.

The 19th Election District is bounded by and within W. 142d st., Amsterdam ave., W. 141st st. and Hudson River.

The 20th Election District is bounded by and within W. 143d st., Amsterdam ave., W. 142d st. and Hudson River.

The 21st Election District is bounded by and within W. 144th st., Amsterdam ave., W. 143d st. and Broadway.

The 22d Election District is bounded by and within W. 145th st., Amsterdam ave., W. 144th st. and Broadway.

The 23d Election District is bounded by and within W. 146th st., Amsterdam ave., W. 145th st., Broadway, W. 143d st. and Hudson River.

The 24th Election District is bounded by and within W. 147th st., Convent ave., W. 146th st. and Hudson River.

The 25th Election District is bounded by and within W. 147th st., St. Nicholas ave., W. 145th st., Amsterdam ave., W 146th st. and Convent ave.

The 26th Election District is bounded by and within W. 148th st., St. Nicholas ave., W. 150th st., Edgecombe ave., W. 145th st., St. Nicholas ave., W. 147th st. and Convent ave.

The 27th Election District is bounded by and within W. 148th st., Convent ave., W. 147th st. and Hudson River.

The 28th Election District is bounded by and within W. 149th st., Amsterdam ave., W. 150th st., Convent ave., W. 148th st. and Hudson River.

The 29th Election District is bounded by and within W. 153d st., Edgecombe ave., W. 150th st., St. Nicholas ave., W. 148th st., Convent ave., W. 150th st., Amsterdam ave., W. 151st st., Convent ave. and St. Nicholas ave.

The 30th Election District is bounded by and within W. 151st st., Amsterdam ave., W. 149th st. and Hudson River.

The 31st Election District is bounded by and within W. 152d st., Convent ave., W. 151st st. and Broadway.

The 32d Election District is bounded by and within West 153d st., St. Nicholas ave., W. 152d st., Broadway, W. 151st st. and Hudson River.

The 33d Election District is bounded by and within W. 155th st., Edgecombe ave., W. 153d st. and Hudson River.

The 34th Election District is bounded by and within W. 156th st., Amsterdam ave., W. 158th st., Speedway, W. 155th st. and Broadway.

The 35th Election District is bounded by and within W. 157th st., Amsterdam ave., W. 156th st. and Broadway.

The 36th Election District is bounded by and within W. 158th st., Amsterdam ave., W. 157th st., Broadway, W. 155th st. and Hudson River.

The 37th Election District is bounded by and within W. 159th st., Speedway, W. 158th st. and Broadway.

The 38th Election District is bounded by and within W. 160th st., Amsterdam ave., W. 162d st., Speedway, W. 159th st. and Broadway.

The 39th Election District is bounded by and within W. 161st st., Broadway, W. 162d st., Amsterdam ave., W. 160th st., Broadway, W. 158th st. and Hudson River.

The 40th Election District is bounded by and within W. 164th st., Amsterdam ave., W. 163d st., Edgecombe ave., W. 162d st. and Broadway.

The 41st Election District is bounded by and within W. 166th st., Harlem River, Speedway, W. 162d st., Edgecombe ave., W. 163d st. and Amsterdam ave.

The 42d Election District is bounded by and within W. 166th st., Amsterdam ave., W. 164th st., Broadway, W. 161st st. and Hudson River.

The 43d Election District is bounded by and within W. 171st st., St. Nicholas ave., W. 169th st., Amsterdam ave., W. 166th st. and Hudson River.

The 44th Election District is bounded by and within W. 171st st., Harlem River, W. 166th st., Amsterdam ave., W. 169th st. and St. Nicholas ave.

The 45th Election District is bounded by and within Depot lane, W. 177th st., Broadway, W. 175th st., Audubon ave., W. 171st st. and Hudson River.

The 46th Election District is bounded by and within W. 181st st., Washington Bridge, Harlem River, W. 171st st., Audubon ave., W. 175th st. and Amsterdam ave.

The 47th Election District is bounded by and within W. 177th st., St. Nicholas ave., W. 178th st., Audubon ave., W. 177th st., Amsterdam ave., W. 175th st. and Broadway

The 48th Election District is bounded by and within W. 179th st., Amsterdam ave., W. 177th st., Audubon ave., W. 178th st. and St. Nicholas ave.

The 49th Election District is bounded by and within W. 180th st., Broadway, W. 179th st., St. Nicholas ave., W. 177th st., and Fort Washington ave.

The 50th Election District is bounded by and within W. 181st st., Broadway, W. 180th st., Fort Washington ave., W. 177th st., Depot lane and Hudson River.

The 51st Election District is bounded by and within W. 181st st., Amsterdam ave., W. 179th st. and Broadway.

The 52d Election District is bounded by and within W. 183d st., Amsterdam ave., W. 181st st. and Broadway.

The 53d Election District is bounded by and within W. 185th st., Harlem River, W. 181st st., Amsterdam ave., W. 183d st. and St. Nicholas ave.

The 54th Election District is bounded by and within Dyckman st., Harlem River, W. 185th st., and St. Nicholas ave.

The 55th Election District is bounded by and within Inwood st., Dyckman st., 11th ave., St. Nicholas ave., W. 183d st., Broadway, W. 181st st. and Hudson River.

The 56th Election District is bounded by and within Spuyten Duyvil Creek, Harlem River, Dyckman st., Inwood st. and Hudson River.

Twenty-fourth Assembly District.

The 1st Election District is bounded by and within E. 89th st., 2d ave., E. 88th st., and Lexington ave.

The 2d Election District is bounded by and within E. 90th st., 2d ave., E. 89th st. to Lexington ave., and a diagonal line from the corner of E. 89th st. and Lexington ave., to the corner of 3d ave. and E. 90th st.

The 3d Election District is bounded by and within E. 93d st., 2d ave., E. 92d st., 1st ave., E. 91st st., 2d ave., E. 90th st. to 3d ave., a diagonal line from the corner of E. 90th st. and 3d ave. to the corner of E. 89th st. and Lexington ave., Lexington ave., E. 91st st. and 3d ave.

The 4th Election District is bounded by and within E. 93d st., 1st ave., E. 94th st., East River, E. 92d st. and 2d ave.

The 5th Election District is bounded by and within E. 94th st., 1st ave., E. 93d st. and 3d ave.

The 6th Election District is bounded by and within E. 95th st., 2d ave., E. 96th st., East River, E. 94th st. and 3d ave.

The 7th Election District is bounded by and within E. 97th st., 2d ave., E. 95th st and 3d ave.

The 8th Election District is bounded by and within E. 99th st., East River, E. 96th st., 2d ave., E. 97th st. and 3d ave.

The 9th Election District is bounded by and within E. 101st st., East River, E. 99th st. and 3d ave.

The 10th Election District is bounded by and within E. 101st st., 3d ave., E. 99th st. and Lexington ave.

The 11th Election District is bounded by and within E. 102d st., 2d ave., E. 101st st. and Lexington ave.

The 12th Election District is bounded by and within E. 104th st., Lexington ave., E. 100th st. and Park ave.

The 13th Election District is bounded by and within E. 104th st., 3d ave., E. 102d st. and Lexington ave.

The 14th Election District is bounded by and within E. 106th st., 3d ave., E. 104th st., Park ave., E. 105th st. and Lexington ave.

The 15th Election District is bounded by and within E. 105th st., 2d ave., E. 102d st. and 3d ave.

The 16th Election District is bounded by and within E. 106th st., East River, E. 101st st. and 2d ave.

Twenty-fifth Assembly District.

The 1st Election District is bounded by and within Charles st., W. 4th st., Christopher st. and Bleecker st.

The 2d Election District is bounded by and within W. 11th st., W. 4th st., Charles st., and Bleecker st.

The 3d Election District is bounded by and within W. 4th st., W. 11th st., Bleecker st., Abingdon square and 8th ave.

The 4th Election District is bounded by and within Jane st., Greenwich ave., Bank st., Waverly place, W. 11th st. and W. 4th st.

The 5th Election District is bounded by and within W. 11th st., Waverly place, Bank st., Greenwich ave., W. 12th st., 7th ave., Greenwich ave. to Perry st., a diagonal line from the corner of Greenwich ave. and Perry st. to the corner of Waverly place and Charles st., Charles st. and W. 4th st.

The 6th Election District is bounded by and within W. 10th st., Greenwich ave., 7th ave., W. 12th st., 6th ave., Greenwich ave., Christopher st. and Waverly place.

The 7th Election District is bounded by and within Charles st., to Waverly place, a diagonal line from the corner of Charles st. and Waverly place to the corner of Perry st. and Greenwich ave., Greenwich ave., W. 10th st., Waverly place, Christopher st. and W. 4th st.

The 8th Election District is bounded by and within Christopher st., Greenwich ave., 6th ave., W. Washington place and W. 4th st.

The 9th Election District is bounded by and within W. Washington place, Washington Square West, Washington Square North, University place, 8th st., Broadway, 9th st., 4th ave., Lafayette st., Great Jones st., W. 3d st. and 6th ave.

The 10th Election District is bounded by and within W. 8th st., E. 8th st., University place, Washington Square West, Washington Square North, W. Washington place and 6th ave.

The 11th Election District is bounded by and within W. 9th st., 5th ave., E. 10th st., University place, E. 14th st., 4th ave., E. 9th st., Broadway, E. 8th st., W. 8th st. and 6th ave.

The 12th Election District is bounded by and within W. 12th st., E. 12th st., University place, E. 10th st., 5th ave., W. 9th st. and 6th ave.

The 13th Election District is bounded by and within W. 14th st., E. 14th st., University place, E. 12th st., W. 12th st. and 7th ave.

The 14th Election District is bounded by and within W. 14th st., 7th ave., W. 12th st., Greenwich ave., Jane st. and 8th ave.

The 15th Election District is bounded by and within W. 18th st., 5th ave., W. 14th st. and 7th ave.

The 16th Election District is bounded by and within E. 21st st. to Lexington ave., thence a line from Lexington ave. and E. 21st st. through Gramercy Park to Irving place and E. 20th st., Irving place, E. 14th st. and 5th ave.

The 17th Election District is bounded by and within E. 23d st., 3d ave., E. 15th st., Irving place, through Gramercy Park to Lexington ave. and E. 21st., and Lexington ave.

The 18th Election District is bounded by and within E. 22d st., 4th ave., E. 27th st., Lexington ave., E. 21st st. and 5th ave.

The 19th Election District is bounded by and within W. 23d st., 5th ave., W. 18th st. and 7th ave.

The 20th Election District is bounded by and within W. 25th st., 7th ave., W. 22d st. and 8th ave.

The 21st Election District is bounded by and within W. 28th st., 6th ave., W. 29th st., 5th ave., W. 23d st. and 7th ave.

The 22d Election District is bounded by and within E. 29th st., 4th ave., E. 22d st. and 5th ave.

The 23d Election District is bounded by and within E. 30th st., 4th ave., E. 31st st., Lexington ave., E. 27th st., 4th ave., E. 29th st. and 5th ave.

Twenty-sixth Assembly District.

The 1st Election District is bounded by and within E. 94th st., 3d ave., E. 91st st. and Lexington ave.

The 2d Election District is bounded by and within E. 97th st., 3d ave., E. 94th st. and Lexington ave.

The 3d Election District is bounded by and within E. 98th st., Madison ave., E. 97th st., Lexington ave., E. 96th st. and 5th ave.

The 4th Election District is bounded b
and within E. 99th st., 3d ave., E. 97th
and Park ave.

The 5th Election District is bounde
and within E. 99th st., Park ave., E
st., Madison ave., E. 98th st. and

The 6th Election District is
and within E. 102d st., Madi
101st st., Park ave., 100th
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104th st., Park ave., E
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ave., E. 10

The 9th Election District is bounded by and within E. 107th st., Park ave., E. 106th st. and 5th ave.

The 10th Election District is bounded by and within E. 106th st., Park ave., E. 108th st., Lexington ave., E. 105th st. and Madison ave.

The 11th Election District is bounded by and within E. 109th st., Madison ave., E. 108th st., Park ave., E. 107th st. and 5th ave.

The 12th Election District is bounded by and within E. 110th st., Park ave., E. 108th st., Madison ave., E. 109th st. and 5th ave.

The 13th Election District is bounded by and within E. 113th st., Madison ave., E. 110th st. and 5th ave.

The 14th Election District is bounded by and within E. 113th st., Park ave., E. 110th st. and Madison ave.

The 15th Election District is bounded by and within E. 116th st., Madison ave., E. 113th st. and 5th ave.

The 16th Election District is bounded by and within E. 116th st., Park ave., E. 113th st. and Madison ave.

The 17th Election District is bounded by and within E. 118th st., Park ave., E. 116th st. and Madison ave.

The 18th Election District is bounded by and within E. 118th st., Madison ave., E. 116th st. and 5th ave.

The 19th Election District is bounded by and within E. 119th st., Park ave., E. 118th st. and 5th ave.

The 20th Election District is bounded by and within E. 120th st., Park ave., E. 119th st. and 5th ave.

Twenty-seventh Assembly District.

The 1st Election District is bounded by and within W. 40th st., 7th ave., W. 38th st. and 8th ave.

The 2d Election District is bounded by and within W. 43d st., 7th ave., W. 40th st. and 8th ave.

The 3d Election District is bounded by and within W. 46th st., 7th ave., W. 43d st. and 8th ave.

The 4th Election District is bounded by and within W. 49th st., 7th ave., W. 46th st. and 8th ave.

The 5th Election District is bounded by and within W. 53d st., 7th ave., W. 49th st. and 8th ave.

The 6th Election District is bounded by and within W. 57th st., 7th ave., W. 53d st. and 8th ave.

The 7th Election District is bounded by and within W. 57th st., 6th ave. W. 53d st. and 7th ave.

The 8th Election District is bounded by and within W. 53d st., 6th ave., W. 49th st. and 7th ave.

The 9th Election District is bounded by and within W. 49th st., 6th ave., to W. 47th st., a diagonal line from the corner of W. 47th st. and 6th ave. to the corner of W. 46th st. and 7th ave., and 7th ave.

The 10th Election District is bounded by and within W. 50th st., 5th ave., W. 46th st. to the corner of 7th ave.; thence a diagonal line to the corner of W 47th st. and 6th ave., and 6th ave.

The 11th Election District is bounded by and within W. 46th st., 5th ave., W. 37th st. and 6th ave.

The 12th Election District is bounded by and within W. 46th st., 6th ave., W. 37th st. and 7th ave.

The 13th Election District is bounded by and within W. 37th st., 6th ave., W. 36th st. and 7th ave.

The 14th Election District is bounded by and within W. 36th st., 6th ave., W. 28th st. and 7th ave.

The 15th Election District is bounded by and within W. 37th st., E. 37th st., Madison ave., E. 33d st., 5th ave., W. 29th st. and 6th ave.

The 16th Election District is bounded by and within E. 37th st., Lexington ave., E. 31st st., 4th ave., E. 30th st., 5th ave., E. 33d st. and Madison ave.

The 17th Election District is bounded by and within E. 37th st., 3d ave., E. 34th st. and Lexington ave.

The 18th Election District is bounded by and within E. 40th st., 3d ave., E. 37th st. and Lexington ave.

The 19th Election District is bounded by and within E. 49th st., Lexington ave., E. 37th st. and 5th ave.

The 20th Election District is bounded by and within W. 53d st., 5th ave., E. 54th st., Park ave., E. 52d st., Lexington ave., E 49th st., 5th ave., W. 50th st. and 6th ave.

The 21st Election District is bounded and within E. 55th st., Lexington ave., 52d st. and Park ave.

e 22d Election District is bounded
within W. 57th st., E. 57th st.,
E. 54th st., 5th ave., W. 53d
ave.

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st., 3d ave., E. 106th
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District is bounded by
h st., 2d ave., E. 107th
t., 2d ave., E. 105th

bounded by and within E. 110th st., Harlem River, E. 106th st., 1st ave., E. 107th st., 2d ave., E. 109th st. and 3d ave.

The 4th Election District is bounded by and within E. 110th st., 3d ave., E. 109th st., 2d ave., E. 108th st. and Lexington ave.

The 5th Election District is bounded by and within E. 110th st., Lexington ave., E. 108th st. and Park ave.

The 6th Election District is bounded by and within E. 112th st., 3d ave., E. 111th st., Lexington ave., E. 110th st. and Park ave.

The 7th Election District is bounded by and within E. 112th st., 2d ave., E. 110th st., Lexington ave., E. 111th st. and 3d ave.

The 8th Election District is bounded by and within E. 114th st., 2d ave., E. 112th st. to Lexington ave., a diagonal line from the corner of Lexington ave. and E. 112th st. to the corner of E. 113th st. and 3d ave., and 3d ave.

The 9th Election District is bounded by and within E. 114th st., 1st ave., E. 111th st., Harlem River, E. 110th st. and 2d ave.

The 10th Election District is bounded by and within E. 115th st., Pleasant ave., E. 116th st., Harlem River, Randalls and Wards Islands, E. 111th st., 1st ave., E. 114th st. and 2d ave.

The 11th Election District is bounded by and within E. 114th st., Lexington ave., E. 113th st. to 3d ave., a diagonal line from the corner of E. 113th st. and 3d ave. to the corner of E. 112th st. and Lexington ave., E. 112th st. and Park ave.

The 12th Election District is bounded by and within E. 115th st., 3d ave., E. 113th st., Lexington ave., E. 114th st. and Park ave.

The 13th Election District is bounded by and within E. 115th st., 2d ave., E. 114th st. and 3d ave.

The 14th Election District is bounded by and within E. 118th st., 3d ave., E. 117th st., 2d ave., E. 115th st., 3d ave., E. 116th st. and Lexington ave.

The 15th Election District is bounded by and within E. 118th st., Lexington ave., E. 116th st., 3d ave., E. 115th st. and Park ave.

The 16th Election District is bounded by and within E. 119th st., 3d ave., E. 118th st. and Park ave.

Twenty-ninth Assembly District.

The 1st Election District is bounded by and within W. 67th st., Central Park West, W. 65th st. and Columbus ave.

The 2d Election District is bounded by and within W. 65th st., Central Park West, W. 60th st. and Columbus ave.

The 3d Election District is bounded by and within W. 60th st., Broadway, W. 59th st. and Columbus ave.

The 4th Election District is bounded by and within W. 59th st., 7th ave., W. 57th st. and 9th ave.

The 5th Election District is bounded by and within W. 59th st., E. 59th st., Park ave., E. 57th st., W. 57th st. and 7th ave.

The 6th Election District is bounded by and within E. 62d st., Madison ave., E. 61st st., Lexington ave., E. 55th st., Park ave., E. 59th st. and 5th ave.

The 7th Election District is bounded by and within E. 59th st., 3d ave., E. 56th st. and Lexington ave.

The 8th Election District is bounded by and within E. 64th st., 3d ave., E. 59th st. and Lexington ave.

The 9th Election District is bounded by and within E. 65th st., Lexington ave., E. 61st st., Madison ave., E. 62d st. and 5th ave.

The 10th Election District is bounded by and within E. 69th st., 3d ave., E. 64th st. and Lexington ave.

The 11th Election District is bounded by and within a line running from Central Park West and W. 76th st. to 5th ave., 5th ave., E. 72d st., Lexington ave., E. 65th st., 5th ave., W. 59th st. and Central Park West.

The 12th Election District is bounded by and within E. 74th st., 3d ave., E. 70th st. and Lexington ave.

The 13th Election District is bounded by and within E. 76th st., Lexington ave., E. 72d st. and 5th ave.

The 14th Election District is bounded by and within E. 78th st., Lexington ave., E. 76th st. and 5th ave.

The 15th Election District is bounded by and within a line running from W. 85th st. and Central Park West to 5th ave., 5th ave., E. 80th st., Madison ave., E. 81st st., Lexington ave., E. 78th st., 5th ave., a line running from 5th ave. and E. 76th st. to Central Park West and W. 76th st., and Central Park West.

The 16th Election District is bounded by and within E. 83d st., Lexington ave., E. 81st st., Madison ave., E. 80th st. and 5th ave.

The 17th Election District is bounded by and within E. 86th st., Lexington ave., E. 83d st. and Park ave.

The 18th Election District is bounded by and within E. 86th st., Park ave., E. 83d st. and 5th ave.

The 19th Election District is bounded by and within E. 87th st., Lexington ave., E. 86th st. and Madison ave.

The 20th Election District is bounded by and within E. 88th st., Park ave., E. 87th st., Madison ave., E. 86th st. and 5th ave.

The 21st Election District is bounded by and within E. 89th st., Lexington ave., E. 87th st. and Park ave.

The 22d Election District is bounded by and within E. 90th st., Park ave., E. 88th st. and 5th ave.

The 23d Election District is bounded by and within E. 91st st., Lexington ave., E. 89th st. and Park ave.

The 24th Election District is bounded by and within E. 93d st., Park ave., E. 90th st. and 5th ave.

The 25th Election District is bounded by and within E. 96th st., Lexington ave., E. 91st st. and Park ave.

The 26th Election District is bounded by and within Transverse road from Central Park West and W. 97th st. to 5th ave., 5th ave., E. 96th st., Park ave., E. 93d st., 5th ave., Transverse road across Central Park at 86th st., and Central Park West.

Thirtieth Assembly District (South).

The 1st Election District is bounded by and within E. 117th st., Harlem River, E. 116th st., Pleasant ave., E. 115th st. and 2d ave.

The 2d Election District is bounded by and within E. 118th st., 1st ave., E. 119th st., Harlem River, E. 117th st. and 2d ave.

The 3d Election District is bounded by and within E. 118th st., 2d ave., E. 117th st. and 3d ave.

The 4th Election District is bounded by and within E. 121st st., 2d ave., E. 118th st., 3d ave., E. 119th st. and Lexington ave.

The 5th Election District is bounded by and within E. 121st st., 1st ave., E. 118th st. and 2d ave.

The 6th Election District is bounded by and within E. 121st st., Harlem River, E. 119th st. and 1st ave.

The 7th Election District is bounded by and within E. 124th st., Harlem River, E. 121st st. and 1st ave.

The 8th Election District is bounded by and within E. 124th st., 1st ave., E. 121st st. and 2d ave.

The 9th Election District is bounded by and within E. 129th st., Harlem River, E. 124th st. and 2d ave.

The 10th Election District is bounded by and within E. 132d st., Harlem River, 2d ave., E. 126th st., 3d ave., E. 129th st. and Lexington ave.

The 11th Election District is bounded by and within E. 129th st., 3d ave., E. 125th st. and Lexington ave.

The 12th Election District is bounded by and within E. 126th st., 2d ave., E. 123d st. and 3d ave.

The 13th Election District is bounded by and within E. 123d st., 2d ave., E. 121st st. and 3d ave.

The 14th Election District is bounded by and within E. 125th st., 3d ave., E. 121st st. and Lexington ave.

The 15th Election District is bounded by and within E. 122d st., Lexington ave., E. 119th st. and Park ave.

The 16th Election District is bounded by and within E. 125th st., Lexington ave., E. 122d st. and Park ave.

The 17th Election District is bounded by and within a diagonal line from the corner of Madison ave. and E. 124th st. to the corner of Park ave. and E. 123d st., Park ave., E. 120th st. and Madison ave.

The 18th Election District is bounded by and within E. 129th st., Park ave., a diagonal line from the corner of Park ave. and E. 123d st. to Madison ave. and E. 124th st., and Madison ave.

The 19th Election District is bounded by and within E. 129th st., Lexington ave., E. 125th st. and Park ave.

The 20th Election District is bounded by and within E. 131st st., Lexington ave., E. 129th st. and 5th ave.

The 21st Election District is bounded by and within E. 133d st., Madison ave., E. 132d st., Lexington ave., E. 131st st. and 5th ave.

The 22d Election District is bounded by and within E. 136th st., Harlem River, E. 132d st., Madison ave., E. 133d st. and 5th ave.

The 23d Election District is bounded by and within W. 136th st., 5th ave., W. 135th st. and Lenox ave.

The 24th Election District is bounded by and within W. 138th st., 5th ave., W. 136th st. and Lenox ave.

The 25th Election District is bounded by and within a diagonal line from the corner of Lenox ave. and W. 139th st. to the corner of W. 140th st. and 5th ave., 5th ave., W. 138th st. and Lenox ave.

The 26th Election District is bounded by and within Harlem River, W. 140th st., 5th ave. to the corner of W. 140th st., a diagonal line from the corner of W. 140th st. and 5th ave. to the corner of W. 139th st. and Lenox ave., and Lenox ave.

The 27th Election District is bounded by and within Harlem River, E. 136th st. and 5th ave.

Thirty-first Assembly District.

The 1st Election District is bounded by and within W. 112th st., Lenox ave., W. 110th st. and 7th ave.

The 2d Election District is bounded by and within W. 112th st., 5th ave., W. 110th st. and Lenox ave.

The 3d Election District is bounded by and within a diagonal line from the corner of Lenox ave. and W. 112th st., to the corner of W. 113th st. and 5th ave., 5th ave. and W. 112th st.

The 4th Election District is bounded by and within W. 114th st., 5th ave., a diagonal line from the corner of 5th ave. and W. 113th st., to the corner of W. 112th st. and Lenox ave., and Lenox ave.

The 5th Election District is bounded by and within W. 114th st., Lenox ave., W. 112th st. and St. Nicholas ave.

The 6th Election District is bounded by and within corner of St. Nicholas ave. and W. 115th st., St. Nicholas ave., W. 112th st. and 7th ave.

The 7th Election District is bounded by and within W. 115th st., Lenox ave., W. 114th st. and St. Nicholas ave.

The 8th Election District is bounded by and within W. 115th st., 5th ave., W. 114th st. and Lenox ave.

The 9th Election District is bounded by and within a diagonal line from the corner of Lenox ave. and W. 116th st. to the corner of 5th ave. and W. 117th st., 5th ave., W. 115th st. and Lenox ave.

The 10th Election District is bounded by and within a diagonal line from the corner of W. 117th st. and 7th ave. to the corner of Lenox ave. and W. 116th st., Lenox ave., W. 115th st., St. Nicholas ave. and 7th ave.

The 11th Election District is bounded by and within W. 118th st., Lenox ave. to W. 116th st., a diagonal line from the corner of W. 116th st. and Lenox ave. to the corner of W. 117th st. and 7th ave., and 7th ave.

The 12th Election District is bounded by and within a diagonal line from the corner of Lenox ave. and W. 118th st. to the corner of 5th ave. and W. 117th st., a diagonal line from the corner of 5th ave. and W. 117th st. to the corner of Lenox ave. and W. 116th st., and Lenox ave.

The 13th Election District is bounded by and within a diagonal line from the corner of W. 118th st. and Lenox ave. to the corner of W. 119th st. and 5th ave., 5th ave. to W. 117th st., thence a diagonal line to the corner of W. 118th st. and Lenox ave.

The 14th Election District is bounded by and within W. 119th st. to the corner of 5th ave., thence a diagonal line to the corner of W. 118th st. and Lenox ave., W. 118th st. and 7th ave.

The 15th Election District is bounded by and within W. 119th st., 7th ave., W. 117th st., St. Nicholas ave., W. 118th st. and 8th ave.

The 16th Election District is bounded by and within W. 120th st., 8th ave., W. 118th st. and Manhattan ave.

The 17th Election District is bounded by and within W. 120th st., 7th ave., W. 119th st. and 8th ave.

The 18th Election District is bounded by and within W. 121st st., 7th ave., W. 120th st. and Manhattan ave.

The 19th Election District is bounded by and within W. 123d st., 8th ave., W. 121st st., Manhattan ave., W. 120th st. and Morningside Avenue East.

The 20th Election District is bounded by and within W. 122d st., 7th ave., W. 121st st., St. Nicholas ave. and 8th ave.

The 21st Election District is bounded by and within W. 122d st., Lenox ave., W. 119th st. and 7th ave.

The 22d Election District is bounded by and within W. 123d st., Mount Morris ave., W. 124th st. to 5th ave., a line through Mount Morris Park to the corner of W. 120th st. and 5th ave., 5th ave., W. 119th st. and Lenox ave.

The 23d Election District is bounded by and within W. 123d st., Lenox ave., W. 122d st. and 8th ave.

The 24th Election District is bounded by and within W. 124th st., Lenox ave., W. 125th st., 5th ave., W. 124th st., Mount Morris ave., W. 123d st. and 7th ave.

The 25th Election District is bounded by and within W. 125th st., Lenox ave., W. 124th st., 7th ave., W. 123d st. and 8th ave.

The 26th Election District is bounded by and within W. 127th st., Lenox ave., W. 126th st., 7th ave., W. 125th st., and 8th ave.

The 27th Election District is bounded by and within W. 126th st., Lenox ave., W. 127th st., 5th ave., W. 125th st. and 7th ave.

The 28th Election District is bounded by and within E. 129th st., Madison ave., E. 120th st. to the corner of 5th ave., a line through Mount Morris Park to the corner of E. 124th st. and 5th ave. and 5th ave.

COUNTY OF

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29 157 Alexande

E. D.	Location	Occupied As
30	353 E. 133d st.	Cigar
31	474 E. 135th st.	Candy
32	182 Willis ave.	Tailor
33	475 E. 136th st.	Tailor
34	511 E. 135th st.	Tailor
35	584 E. 133d st.	Office
36	174 So. Boulevard	Barber

Thirty-second Assembly District.

E. D.	Location	Occupied As
1	2561 3d ave.	Furniture
2	2631 3d ave.	Harness
3	317 Alexander ave.	Tailor
4	266 Alexander ave.	Tailor
5	356 E. 138th st.	Barber
6	173 Willis ave.	Barber
7	444 E. 138th st.	Tailor
8	245 Brook ave.	Barber
9	291 Willis ave.	Barber
10	400 E. 141st st.	Shoe
11	404 E. 143d st.	Barber
12	457 Willis ave.	Tailor
13	476 Willis ave.	Barber
14	540 E. 148th st.	Grocery
15	411 E. 145th st.	Awning
16	403 E. 144th st.	Upholsterer
17	311 St. Ann's ave.	Tailor
18	573 E. 141st st.	Shoe
19	549 E. 139th st.	Barber
20	529 E. 138th st.	Tailor
21	628 E. 138th st.	Barber
22	613 E. 138th st.	Barber
23	487 Jackson ave.	Bakery
24	570 Prospect ave.	Barber
25	747 So. Boulevard	Vacant
26	880 E. 156th st.	Barber
27	811 Dawson st.	Cigar
28	947 Longwood ave.	Tailor
29	885 Intervale ave.	Tailor
30	960 E. 163d st.	Barber
31	991 Tiffany st.	Tailor
32	1023 Simpson st.	Tailor
33	1102 Garrison ave.	Barber
34	1143 Longwood ave.	Grocery
35	Tremont, Rosedale ave.	Club
36	2156 Westchester ave.	Vacant
37	1138 Havemeyer ave.	Vacant
38	1124 Ft. Schuyler rd.	Vacant
39	1515 Pelham rd.	Vacant
40	1418 Williamsbridge rd.	Barber
41	1605 Parker st.	Barber
42	2065 Westchester ave.	Barber
43	1756 Walker ave.	Vacant
44	541 Van Nest ave.	Bakery
45	1738 Unionport rd.	Cigar
46	1804 Cruger ave.	Undertaker
47	847 Morris Park ave.	Barber
48	3332 White Plains rd.	Club
49	3737 White Plains rd.	Vacant
50	3662 White Plains rd.	Printing
51	3826 Barnes ave.	Shoe
52	3840 White Plains rd.	Office
53	682 E. 233d st.	Candy
54	4505 White Plains rd.	Dwelling
55	278 City Island ave.	Stationery

Thirty-third Assembly District.

E. D.	Location	Occupied As
1	477 College ave.	Barber
2	599 Courtlandt ave.	Barber
3	360 E. 148th st.	Tailor
4	526 E. 149th st.	Tile
5	525 E. 149th st.	Glass
6	651 Jackson ave.	Junk
7	610 Jackson ave.	Vacant
8	807 E. 152d st.	Tailor
9	609 Union ave.	Barber
10	802 Westchester ave.	Candy
11	785 Tinton ave.	Candy
12	760 Trinity ave.	Tailor
13	725 Forest ave.	Picture
14	609 Westchester ave.	Candy
15	2940 3d ave.	Barber
16	652 Melrose ave.	Tailor
17	726 Courtlandt ave.	Candy
18	681 Courtlandt ave.	Barber
19	715 Courtlandt ave.	Tailor
20	813 Courtlandt ave.	Tailor
21	897 Teller ave.	Tailor
22	770 Courtlandt ave.	Pool
23	435 E. 160th st.	Tailor
24	776 Melrose ave.	Tailor
25	750 Melrose ave.	Barber
26	3050 3d ave.	Real Estate
27	3216 3d ave.	Barber
28	369 E. 162d st.	Barber
29	941 Washington ave.	Vacant
30	519 E. 162d st.	Barber
31	1046 Boston rd.	Sporting

Thirty-fourth Assembly District.

E. D.	Location	Occupied As
1	613 E. 161st st.	Tailor
2	653 E. 161st st.	Barber
3	804 Jackson ave.	Candy
4	880 Tinton ave.	Laundry
5	1005 Forest ave.	Vacant
6	1007 Tinton ave.	Vacant
7	878 Prospect ave.	Tailor
8	1045 Intervale ave.	Undertaker
9	707 E. 165th st.	Barber
10	1162 Boston rd.	Tailor
11	1147 Tinton ave.	Barber
12	837 Home st.	Barber
13	885 Home st.	Barber
14	1277 Stebbins ave.	Candy
15	933 E. 169th st.	Tailor
16	1013 Fox st.	Bakery
17	976 Freeman st.	Candy
18	1308 So. Boulevard	Barber
19	1335 So. Boulevard	Cigar
20	1406 Wilkins ave.	Barber
21	1406 ospect ave.	Cigar
22	1425 ospect ave.	Cigar
23	131 ston rd.	Tailor
24	635 169th st.	Trunk
25	1294 Fulton ave.	Cigar
26	Franklin ave. N. 170th st.	Booth
27	3740 3d ave.	Barber
28	1721 Boston rd.	Barber
29	941 E. 172d st.	Barber
30	2003 Boston rd.	Candy
31	826 Tremont ave.	Barber
32	702 Tremont ave.	Barber
33	1864 Bathgate ave.	Barber
34	511 E. 174th st.	Billiard
35	447 Tremont ave.	Cigar
36	443 E. 180th st.	Vacant
37	2112 Lafontaine ave.	Carpenter
38	2042 Arthur ave.	Tailor
39	731 Tremont ave.	Barber
40	738 E. 180th st.	Cigar
41	2136 Crotona ave.	Candy
42	940 E. 180th st.	Barber
43	657 E. 187th st.	Barber
44	2380 Arthur ave.	Barber

Thirty-fifth Assembly District.

E. D.	Location	Occupied As
1	River ave. N. of 149th st.	Boat Factory
2	995 Ogden ave.	Tailor
3	1072 Ogden ave.	Church
4	1171 Jerome ave.	Candy
5	393 E. 168th st.	Tailor
6	285 E. 165th st.	Candy
7	933 Teller ave.	Barber
8	1042 Washington ave.	Barber
9	1132 Washington ave.	Private
10	1228 Washington ave.	Vacant
11	498 E. 170th st.	Shoe
12	451 E. 169th st.	Candy
13	1326 Webster ave.	Barber
14	381 E. 169th st.	Tailor
15	1469 Brook ave.	Barber
16	424 Wendover ave.	Barber
17	507 E. 171st st.	Barber
18	510 E. 173d st.	Bicycle
19	1686 Webster ave.	Candy
20	1905 Morris ave.	Club
21	1777 Weeks ave.	Candy
22	1272 Shakespeare ave.	Barber
23	8 W. Burnside ave.	Undertaker
24	2425 Jerome ave.	Barber
25	2450 Jerome ave.	Tailor
26	1965 Webster ave.	Plumber
27	1994 Webster ave.	Plumber
28	2077 Ryer ave.	Butcher
29	2403 Washington ave.	Candy
30	321 Fordham rd.	Shoe
31	2423 Bathgate ave.	Tailor
32	2516 Webster ave.	Shoe
33	3166 Webster ave.	Carpenter
34	251 E. 204th st.	Shoe
35	2977 Webster ave.	Tailor
36	2715 Webster ave.	Meeting
37	2845 Briggs ave.	Barber
38	2650 Briggs ave.	Vacant
39	36 W. Kingsbridge rd.	Real Estate
40	5582 Broadway	Barber
41	Kingsbridge ave. S. of 230th st.	Barber
42	Riverdale ave. 260th st.	Hall
43	309 E. 237th st.	Barber

COUNTY OF NEW YORK.

BOROUGH OF THE BRONX.

Thirtieth Assembly District (North).

The 28th Election District is bounded by and within E. 138th st., Alexander ave., E. 135th st., Lincoln ave., E. 136th st., 3d ave. and Harlem River.

The 29th Election District is bounded by and within E. 136th st., Lincoln ave., E. 135th st., Willis ave., E. 134th st., Alexander ave., Harlem River and 3d ave.

The 30th Election District is bounded by and within E. 134th st., St. Anns ave., E. 132d st., Lewis place, Bronx Kills, Harlem River and Alexander ave.

The 31st Election District is bounded by and within E. 135th st., Brook ave., E. 134th st. and Willis ave.

The 32d Election District is bounded by and within E. 136th st., Brown place, E. 135th st. and Willis ave.

The 33d Election District is bounded by and within E. 137th st., Brown place, E. 136th st. and Willis ave.

The 34th Election District is bounded by and within E. 137th st., St. Anns ave., E. 135th st. and Brown place.

The 35th Election District is bounded by and within E. 135th st., Cypress ave., E. 133d st., East River, Bronx Kills, Lewis place, E. 132d st., St. Anns ave., E. 134th st. and Brook ave.

The 36th Election District is bounded by and within E. 136th st., East River, E. 133d st., Cypress ave., E. 135th st. and St. Anns ave.

Thirty-second Assembly District.

The 1st Election District is bounded by and within E. 149th st., Park ave., E. 146th st., College ave., Morris ave., 3d ave., E. 138th st. and Harlem River.

The 2d Election District is bounded by and within E. 146th st., 3d ave., Morris ave. and College ave.

The 3d Election District is bounded by and within E. 142d st., Willis ave., E. 140th st., Alexander ave., E. 139th st. and 3d ave.

The 4th Election District is bounded by and within E. 139th st., Willis ave., E. 138th st. and 3d ave.

The 5th Election District is bounded by and within E. 138th st., Willis ave., F 136th st. and Alexander ave.

The 6th Election District is bounded by and within E. 136th st., Willis ave., E. 135th st. and Alexander ave.

The 7th Election District is bounded by and within E. 138th st., Brook ave., E. 137th st. and Willis ave.

The 8th Election District is bounded by and within E. 139th st., Brook ave., E. 138th st. and Willis ave.

The 9th Election District is bounded by and within E. 140th st., Brook ave., E. 139th st. and Alexander ave.

The 10th Election District is bounded by and within E. 141st st., Brook ave., E. 140th st. and Willis ave.

The 11th Election District is bounded by and within E. 143d st., Brook ave., E. 141st st. and Willis ave.

The 12th Election District is bounded by and within E. 148th st., Willis ave., E. 142d st. and 3d ave.

The 13th Election District is bounded by and within E. 148th st., Brook ave., E. 146th st. and Willis ave.

The 14th Election District is bounded by and within E. 148th st., St. Anns ave., E. 146th st. and Brook ave.

The 15th Election District is bounded by and within E. 146th st., St. Anns ave., E. 145th st. and Willis ave.

The 16th Election District is bounded by and within E. 145th st., Brook ave., E. 143d st. and Willis ave.

The 17th Election District is bounded by and within E. 145th st., St. Anns ave., E. 141st st. and Brook ave.

The 18th Election District is bounded by and within St. Marys st., Cypress ave., E. 141st st. and St. Anns ave.

The 19th Election District is bounded by and within E. 141st st., Cypress ave., E. 139th st. and Brook ave.

The 20th Election Disrict is bounded by and within E. 139th st., St. Anns ave., E. 137th st. and Brook ave.

The 21st Election District is bounded by and within E. 138th st., East River, E. 136th st. and St. Anns ave.

The 22d Election District is bounded by and within E. 139th st., Cypress ave., E. 141st st., Locust ave., E. 140th st., East River, E. 138th st., and St. Anns ave., also Riker's, and North and South Brother's Islands.

The 23d Election District is bounded by and within E. 149th st., East River, E 140th st., Locust ave., E. 141st st., Cypress ave., St. Marys st. and St. Anns ave.

The 24th Election Distrist is bounded by and within Kelly st., St. Johns ave., Beck st., Leggett ave., Whitlock ave., E. 149th st. and Prospect ave.

The 25th Election District is bounded by and within Longwood ave., Whitlock ave., Leggett ave., Beck st., St. Johns ave. and Kelly st.

The 26th Election District is bounded by and within Macy place, Hewitt place, Longwood ave., Kelly st. and Prospect ave.

The 27th Election District is bounded by and within Westchester ave., Stebbins ave., Dawson st., Longwood ave., Hewitt place, Macy place and Prospect ave.

The 28th Election District is bounded by and within Westchester ave., Kelly st., Longwood ave., Dawson st. and Stebbins ave.

The 29th Election District is bounded by and within Intervale ave., Simpson st., Tiffany st., Southern Boulevard, Longwood ave. and Kelly st.

The 30th Election District is bounded by and within E. 163d st., Southern boulevard, Tiffany st., Simpson st., Intervale ave. and Kelly st.

The 31st Election District is bounded by and within Westchester ave., Fox st., F 163d st. and Kelly st.

The 32d Election District is bounded by and within Westchester ave., Southern boulevard, E. 163d st. and Fox st.

The 33d Election District is bounded by and within Bronx River, Lafayette ave., Hunt's Point ave., Southern boulevard and Westchester ave.

The 34th Election District is bounded by and within Hunt's Point ave., Lafayette ave., Bronx River, East River, E. 149th st., Whitlock ave., Longwood ave. and Southern boulevard.

The 35th Election District is bounded by and within Walker ave., Rosedale ave., E. 177th st., Beach ave., Westchester ave., Pugsley ave., Wilkins Creek, Pugsleys Creek, East River, or the Long Island Sound, and The Bronx River.

The 36th Election District is bounded by and within Westchester ave., Castle Hill ave., Pugsley Creek and Wilkins Creek and Pugsley ave.

The 37th Election District is bounded by and within Westchester ave., Seabrey Creek, Westchester Creek and Castle Hill ave.

The 38th Election District is bounded by and within the Causeway, Fort Schuyler road, Coddington ave., Eastern boulevard, Layton ave., East River, or Long Island Sound, and Westchester Cree

The 39th Election District
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The 40th Election District is bounded by and within Pelham parkway, Westchester Creek, Seabrey Creek, Westchester ave., Zerega ave., Glebe ave., St. Peters ave., Walker ave., Silver st. and Williamsbridge road.

The 41st Election District is bounded by and within Walker ave., St. Peters ave., Glebe ave., Zerega ave., Westchester ave. and Castle Hill ave.

The 42d Election District is bounded by and within Walker ave., Castle Hill ave., Westchester ave. and Beach ave.

The 43d Election District is bounded by and within Walker ave., Beach ave., E. 177th st. and Rosedale ave.

The 44th Election District is bounded by and within Boston Post road, Bronx Park East, Unionport road, Morris Park ave., Garfield st., Walker ave. and the Bronx River.

The 45th Election District is bounded by and within Morris Park ave., Bronxdale ave., Walker ave. and Garfield st.

The 46th Election District is bounded by and within Bronxdale ave., Barnes ave., Morris Park ave. and Unionport road.

The 47th Election District is bounded by and within Bronx and Pelham parkway. Williamsbridge road, Silver st., Walker ave., Bronxdale ave., Morris Park ave., Barnes ave., Bronxdale ave., and Bronx Park East, and Boston Post road.

The 48th Election District is bounded by and within Gun Hill road, Tilden st., E. 213th st., Boston Post road, E. 222d st., Bruner ave., Black Dog Brook, Givens Creek, Westchester Creek, Bronx and Pelham parkway, Boston Post road and the Bronx River.

The 49th Election District is bounded by and within E. 219th st., White Plains road, Gun Hill road and the Bronx River.

The 50th Election District is bounded by and within E. 219th st., Bronxwood ave., Tilden st., Gun Hill road and White Plains road.

The 51st Election District is bounded by and within E. 229th st., Gunther ave., Boston Post road, E. 213th st., Tilden st., Bronxwood ave., E. 219th st., and Barnes ave.

The 52d Election District is bounded by and within E. 229th st., Barnes ave., E. 219th st. and the Bronx River.

The 53d Election District is bounded by and within E. 237th st., Digney ave., Bussing ave., the northern boundary of The City of New York, Hutchinsons River, Givens Creek, Black Dog Brook, Bruner ave., E. 222d st., Gunther ave., E. 229th st. and the Bronx River.

The 54th Election District is bounded by and within the northern boundary of The City of New York, Mundys lane, Bussing ave., Digney ave., E. 237th st. and the Bronx River.

The 55th Election District is bounded by and within the northern boundary of The City of New York, Long Island Sound, Eastchester Bay, Hutchinsons River and Goose, Hunters, Peals, The Twins, High, Hart and City Islands.

Thirty-third Assembly District.

The 1st Election District is bounded by and within E. 150th st., Morris ave., E. 149th st., Courtlandt ave., E. 148th st., College ave., E. 146th st. and Park ave.

The 2d Election District is bounded by and within E. 152d st., Courtlandt ave., E. 149th st. and Morris ave.

The 3d Election District is bounded by and within E. 151st st., Melrose ave., E. 152d st., 3d ave., E. 146th st., College ave., E. 148th st., and Courtlandt ave.

The 4th Election District is bounded by and within E. 149th st., St. Anns ave., E. 148th st. and 3d ave.

The 5th Election District is bounded by and within E. 152d st., Brook ave., Westchester ave., St. Anns ave., E. 149th st. and 3d ave.

The 6th Election District is bounded by and within Westchester ave., Robbins ave., E. 149th st. and St. Anns ave.

The 7th Election District is bounded by and within E. 152d st., Wales ave., E. 151st st., Tinton ave., E. 149th st. and Robbins ave.

The 8th Election District is bounded by and within E. 155th st., Tinton ave., E. 151st st., Wales ave., E. 152d st., Robbins ave. and Westchester ave.

The 9th Election District is bounded by and within E. 155th st., Prospect ave., E. 149th st. and Tinton ave.

The 10th Election District is bounded by and within Westchester ave., Prospect ave. and E. 155th st.

The 11th Election District is bounded by and within E. 158th st., Westchester ave., E. 156th st. and Forest ave.

The 12th Election District is bounded by and within E. 158th st., Forest ave., E. 156th st. and Cauldwell ave.

The 13th Election District is bounded
and wi E. 156th st., Westchester
d Cauldwell ave.
4th Election District is bounded
hin E. 156th st., Cauldwell ave.,
ave. and St. Anns ave.
Election District is bounded
E. 156th st., St. Anns ave.,
ve., Brook ave., E. 152d st.

The 16th Election District is bounded by and within E. 155th st., 3d ave., E. 152d st. and Melrose ave.

The 17th Election District is bounded by and within E. 156th st., Melrose ave., E. 151st st. and Courtlandt ave.

The 18th Election District is bounded by and within E. 154th st., Courtlandt ave., E. 152d st. and Morris ave.

The 19th Election District is bounded by and within E. 156th st., Courtlandt ave., E. 154th st. and Morris ave.

The 20th Election District is bounded by and within E. 160th st., Courtlandt ave., E. 156th st. and Park ave.

The 21st Election District is bounded by and within E. 161st st., Morris ave., E. 162d st., Park ave., Morris ave., E. 150th st., Park ave., E. 149th st. and Mott ave.

The 22d Election District is bounded by and within E. 161st st., Melrose ave., E. 156th st., Courtlandt ave., E. 160th st. and Park ave.

The 23d Election District is bounded by and within E. 161st st., Washington ave., E. 159th st. and Melrose ave.

The 24th Election District is bounded by and within E. 159th st., 3d ave., E. 157th st. and Melrose ave.

The 25th Election District is bounded by and within E. 157th st., 3d ave., E. 155th st. and Melrose ave.

The 26th Election District is bounded by and within E. 158th st., Brook ave., E 159th st., Eagle ave., E. 161st st., Cauldwell ave., E. 156th st. and 3d ave.

The 27th Election District is bounded by and within E. 162d st., 3d ave., E. 163d st., Eagle ave., E. 159th st., Brook ave., E. 158th st., 3d ave. and Washington ave.

The 28th Election District is bounded by and within Brook ave., Washington ave., E. 161st st. and Park ave.

The 29th Election District is bounded by and within E. 165th st., 3d ave., E. 164th st., Washington ave. and Brook ave.

The 30th Election District is bounded by and within E. 164th st., 3d ave., E. 162d st. and Washington ave.

The 31st Election District is bounded by and within E. 166th st., Boston road, Cauldwell ave., E. 163d st., 3d ave. and Franklin ave.

Thirty-fourth Assembly District.

The 1st Election District is bounded by and within E. 163d st., Cauldwell ave., E. 161st st. and Eagle ave.

The 2d Election District is bounded by and within E. 163d st., Forest ave., E. 160th st. and Cauldwell ave.

The 3d Election District is bounded by and within E. 160th st., Forest ave., E. 161st st., Union ave., E. 159th st. and Cauldwell ave.

The 4th Election District is bounded by and within E. 163d st., Prospect ave., Westchester ave., Union ave., E. 161st st. and Forest ave.

The 5th Election District is bounded by and within E. 166th st., Trinity ave., E. 165th st., Forest ave., E. 163d st., Cauldwell ave. and Boston road.

The 6th Election District is bounded by and within E. 165th st., Prospect ave., E. 163d st. and Forest ave.

The 7th Election District is bounded by and within E. 165th st., Intervale ave., Westchester ave. and Prospect ave.

The 8th Election District is bounded by and within E. 167th st., Tiffany st., Westchester ave., Intervale ave., E. 165th st., Prospect ave. and Stebbins ave.

The 9th Election District is bounded by and within E. 166th st., Prospect ave., E. 165th st. and Trinity ave.

The 10th Election District is bounded by and within E. 167th st., Fulton ave., E. 168th st., Forest ave., Home st., Jackson ave., E. 166th st., Franklin ave. and 3d ave.

The 11th Election District is bounded by and within Home st., Forest ave., E. 168th st., Tinton ave., E. 166th st. and Jackson ave.

The 12th Election District is bounded by and within E. 168th st., Union ave., E. 169th st., Prospect ave., Stebbins ave., E. 166th st. and Tinton ave.

The 13th Election District is bounded by and within E. 169th st., Tiffany st., E. 167th st., Stebbins ave. and Prospect ave.

The 14th Election District is bounded by and within Freeman st., Simpson st., Home st., E. 169th st. and Prospect ave.

The 15th Election District is bounded by and within Home st., Simpson st., Freeman st., Hoe ave., E. 167th st. and Tiffany st.

The 16th Election District is bounded by and within E. 167th st., Westchester ave. and Tiffany st.

The 17th Election District is bounded by and within Freeman st., Longfellow ave., Jennings st., Edgewater road, Westchester ave., E. 167th st. and Hoe ave.

The 18th Election District is bou
by and within Jennings st., Lor
ave., Freeman st. and Southern b

The 19th Election District
by and within Jennings
boulevard, Freeman st. and

The Twentieth Electio
unded by and within Cha
gs st., Stebbins ave. and

The 21st Election District is bounded by and within Wilkins ave., Stebbins ave., Jennings st., Prospect ave., E. 170th st., Crotona ave., Crotona Park South and Crotona Park East.

The 22d Election District is bounded by and within Crotona Park South, Crotona ave., E. 170th st., Prospect ave., Jennings st., Boston road, E. 169th st. and Clinton ave.

The 23d Election District is bounded by and within Jennings st., Chisholm st., Freeman st., Prospect ave., E. 169th st., Union ave., E. 168th st., Tinton ave., E. 169th st. and Boston road.

The 24th Election District is bounded by and within Jefferson place, Clinton ave., E. 169th st., Tinton ave., E. 168th st. and Franklin ave.

The 25th Election District is bounded by and within St. Pauls place, Fulton ave., E. 170th st., Franklin ave., E. 168th st., Fulton ave., E. 167th st. and 3d ave.

The 26th Election District is bounded by and within Crotona Park South, Clinton ave., Jefferson place, Franklin ave., E. 170th st. and Fulton ave.

The 27th Election District is bounded by and within E. 174th st., Fulton ave., E. 175th st., Arthur ave., Crotona Park North, Crotona ave., Crotona Park South, St. Pauls place and 3d ave.

The 28th Election District is bounded by and within Crotona Park North, Marmion ave., E. 176th st., Southern boulevard, Jennings st., Charlotte st., Boston road, Wilkins ave., Crotona Park East, Crotona Park South and Crotona ave.

The 29th Election District is bounded by and within E. 176th st., Bronx River, Westchester ave., Edgewater road, Jennings st., and Southern boulevard.

The 30th Election District is bounded by and within E. 179th st., Boston road, West Farms road, Bronx River, E. 176th st. and Southern boulevard.

The 31st Election District is bounded by and within E. 178th st., Southern boulevard, E. 176th st., Marmion ave., Crotona Park North and Prospect ave.

The 32d Election District is bounded by and within E. Tremont ave., Prospect ave., Crotona Park North and Arthur ave.

The 33d Election District is bounded by and within E. Tremont ave., Arthur ave., E. 175th st. and Washington ave.

The 34th Election District is bounded by and within E. Tremont ave., Washington ave., E. 175th st., Fulton ave., E. 174th st. and Park ave.

The 35th Election District is bounded by and within E. 180th st., 3d ave., E. Tremont ave. and Park ave.

The 36th Election District is bounded by and within E. 184th st., Bathgate ave., E. 180th st. and Park ave.

The 37th Election District is bounded by and within E. 184th st., Arthur ave., E. 182d st., Hughes ave., E. 180th st. and Bathgate ave.

The 38th Election District is bounded by and within E. 180th st., Hughes ave., E. Tremont ave. and 3d ave.

The 39th Election District is bounded by and within E. 180th st., Belmont ave., Oakland place, Prospect ave., E. 180th st., Southern boulevard, E. 178th st., Prospect ave., E. Tremont ave. and Hughes ave.

The 40th Election District is bounded by and within E. 181st st., Southern boulevard, E. 180th st., Prospect ave., Oakland place, Belmont ave., E. 180th st. and Hughes ave.

The 41st Election District is bounded by and within E. 182d st., Southern boulevard, E. 181st st. and Hughes ave.

The 42d Election District is bounded by and within Pelham ave., Bronx River, West Farms road, Boston road, E. 179th st. and Southern boulevard.

The 43d Election District is bounded by and within Pelham ave., Southern boulevard, E. 182d st., Belmont ave., Crescent ave. and Belmont ave.

The 44th Election District is bounded by and within Pelham ave., Belmont ave., Crescent ave., Belmont ave., E. 182d st., Arthur ave., E. 184th st. and Hoffman st.

Thirty-fifth Assembly District.

The 1st Election District is bounded by and within the Central Bridge, E. 161st st., Mott ave., E. 149th st. and Harlem River.

The 2d Election District is bounded by and within W. 161st st., Summit ave., W. 164th st., Nelson ave., W. 165th st., Jerome ave., McClellan st., Grand boulevard and Concourse, E. 161st st., Central Bridge and Harlem River.

The 3d Election District is bounded by and within W. 167th st., Lind ave., W. 166th st., Jerome ave., W. 165th st., Nelson ave., W. 164th st., Summit ave., W. 161st st. and Harlem River.

The 4th Election District is bounded by and within W. 168th st., Boscobel ave., W. 169th st., Jerome ave., E. 170th st., Grand boulevard and Concourse, Mc-
st., Jerome ave., W. 166th st.,
d W. 167th st.

District is bounded by
Webster ave., E.
st., and

168th st., Webster ave., E. 167th st., Clay ave., E. 164th st., Sheridan ave., E. 164th st., and Grand boulevard and Concourse.

The 7th Election District is bounded by and within E. 164th st., Sheridan ave., E. 164th st., Park ave., E. 162d st., Morris ave., E. 161st st. and Grand boulevard and Concourse.

The 8th Election District is bounded by and within E. 166th st., 3d ave., E. 165th st., Park ave., E. 164th st. and Clay ave.

The 9th Election District is bounded by and within E. 167th st., 3d ave., E. 166th st. and Clay ave.

The 10th Election District is bounded by and within E. 168th st., Park ave., E. 169th st., 3d ave., E. 167th st. and Webster ave.

The 11th Election District is bounded by and within St. Pauls place, 3d ave., E. 169th st., Washington ave., E. 170th st. and Brook ave.

The 12th Election District is bounded by and within E. 170th st., Washington ave., E. 169th st. and Brook ave.

The 13th Election District is bounded by and within St. Pauls place, Brook ave., E. 169th st., Park ave., E. 168th st. and Webster ave.

The 14th Election District is bounded by and within E. 170th st., Clay ave., E. 171st st., Webster ave., E. 169th st. and Grand boulevard and Concourse.

The 15th Election District is bounded by and within E. 171st st., Washington ave., St. Pauls place and Webster ave.

The 16th Election District is bounded by and within Wendover ave., Washington ave., E. 171st st. and Webster ave.

The 17th Election District is bounded by and within E. 172d st., 3d ave., St. Pauls place and Washington ave.

The 18th Election District is bounded by and within E. 174th st., 3d ave., E. 172d st. and Park ave.

The 19th Election District is bounded by and within E. Tremont ave., Park ave., E. 172d st., Washington ave., Wendover ave., Webster ave., Clay ave., E. 170th st., Teller ave., Morris ave., Belmont st., Clay ave. and Anthony ave.

The 20th Election District is bounded by and within Burnside ave., Anthony ave., E. 175th st., Weeks ave., Grand boulevard and Concourse, Mount Hope place and Jerome ave.

The 21st Election District is bounded by and within Mount Hope place, Grand boulevard and Concourse, Weeks ave., E. 175th st., Anthony ave., Clay ave., Belmont st., Morris ave., Teller ave., E. 170th st. and Jerome ave.

The 22d Election District is bounded by and within W. 177th st., W. Tremont ave., W. 177th st., Jerome ave., W. 169th st., Boscobel ave., W. 168th st., W. 167th st and the Harlem River.

The 23d Election District is bounded by and within W. 183d st., Davidson ave., Clinton place, Jerome ave., W. 177th st., W. Tremont ave., W. 177th st., Harlem River, W. 179th st., Cedar ave., W. 181st st. and Andrews ave.

The 24th Election District is bounded by and within W. Fordham road, Jerome ave., W. 184th st., Davidson ave., W. 183d st., Andrews ave., W. 181st st., Cedar ave., W. 179th st. and Harlem River.

The 25th Election District is bounded by and within E. Fordham road, Valentine ave., E. 184th st., Grand boulevard and Concourse, Anthony ave., Burnside ave., Jerome ave., Clinton place, Davidson ave., W. 184th st. and Jerome ave.

The 26th Election District is bounded by and within E. 180th st., Webster ave., E. Tremont ave., Anthony ave., Burnside ave. and Ryer ave.

The 27th Election District is bounded by and within E. 180th st., Park ave., E. Tremont ave. and Webster ave.

The 28th Election District is bounded by and within E. 184th st., Park ave., E. 180th st., Webster ave., E. 180th st., Ryer ave., E. Burnside ave., Anthony ave., Grand boulevard and Concourse.

The 29th Election District is bounded by and within E. 187th st., Hoffman st., E. 184th st. and Marion ave.

The 30th Election District is bounded by and within E. 194th st., Decatur ave., E. Fordham road, Webster ave., E. 187th st., Marion ave., E. 184th st. and Valentine ave.

The 31st Election District is bounded by and within E. 189th st., Hoffman st., E. 187th st. and Webster ave.

The 32d Election District is bounded by and within E. 200th st., Southern boulevard, E. Fordham road, Hoffman st., E. 189th st., Webster ave., E. Fordham road, Decatur ave., E. 195th st. and Webster ave.

The 33d Election District is bounded by and within Gun Hill road, Bronx River, E. Fordham road, Southern boulevard, E. 200th st., Webster ave., Mosholu Parkway North, Bainbridge ave., E. 205th st. and Perry ave.

The 34th Election District is bounded by and within Gun Hill road, Perry ave., E. 205th st., Bainbridge ave., Mosholu Parkway North, Webster ave., Mosholu Parkway South, E. 204th st., Jerome ave., W. Kingsbridge road, Claflin terrace, Sedgwick ave. and Dickinson place.

35th Election District is bounded by and within E. 204th st., Mosholu Parkway South, Webster ave., E. 200th st. and Jerome ave.

The 36th Election District is bounded by and within E. 200th st., Webster ave., E. 195th st., Marion ave., E. 196th st. and Bainbridge ave.

The 37th Election District is bounded by and within E. 200th st., Bainbridge ave., E. 196th st. and Jerome ave.

The 38th Election District is bounded by and within E. 196th st., Marion ave., E. 195th st., Decatur ave., E. 194th st., Valentine ave., E. Fordham road and Jerome ave.

The 39th Election District is bounded by and within W. 230th st., Kingsbridge terrace, Perot st., Claflin terrace, W. Kingsbridge road, Jerome ave., W. Fordham road, Harlem River, Spuyten Duyvil Creek and Broadway.

The 40th Election District is bounded by and within Van Courtlandt Park South, Dickinson place, Sedgwick ave., Perot st., Kingsbridge terrace, W. 230th st. and Broadway.

The 41st Election District is bounded by and within W. 236th st., Yonkers ave., W. 237th st., Spuyten Duyvil parkway, Riverdale ave., W. 238th st., Waldo ave., W. 242d st., Broadway, Spuyten Duyvil Creek, Harlem River and Hudson River.

The 42d Election District is bounded by and within the northern boundary of The City of New York, Broadway, W. 242d st., Waldo ave., W. 238th st., Riverdale ave., Spuyten Duyvil parkway, W. 237th st., Yonkers ave., W. 236th st. and Hudson River.

The 43d Election District is bounded by and within the northern boundary of The City of New York, Bronx River, Gun Hill road, Van Courtlandt Park South and Broadway.

COUNTY OF KINGS.

BOROUGH OF BROOKLYN.

First Assembly District.

E.D.	Location	Occupied as
1	156 Fulton st.	Barber
2	90 Orange st.	Tailor
3	33 Clinton st.	Decorator
4	69 Montague st.	Tailor
5	323 Furman st.	Barber
6	81 Atlantic av.	Candy
7	182 Atlantic av.	Upholsterer
8	393 Hicks st.	Candy
9	82 Court st.	Barber
10	64 Smith st.	Tailor
11	94 Boerum place	Harness
12	137 Smith st.	Barber
13	414 Atlantic av.	Upholsterer
14	86 Third av.	Carpenter
15	539 Atlantic av.	Restaurant
16	61 Bond st.	Tailor
17	92 Myrtle av.	Barber
18	160 Duffield st.	Barber
19	35 Lafayette av.	Dry Goods
20	2 Fleet st.	Undertaker
21	213 Myrtle av.	Clothing

Second Assembly District.

E. D.	Location.	Occupied As
1	7 Front st.	Barber
2	7 Hicks st.	Barber
3	87 Sands st.	Barber
4	219 York st.	Undertaker
5	144 Sands st.	Barber
6	267 Nassau st.	Leather Goods
7	186 Jay st.	Florist
8	208 Pearl st.	Barber
9	58 Tillary st.	Barber
10	317 Pearl st.	Barber
11	249 Gold st.	Barber
12	281 Hudson av.	Pool Room
13	265 Myrtle av.	Paints
14	52 Park av.	Barber
15	94 Park av.	Cigars
16	264 Myrtle ave.	Paints
17	132 Park av.	Plumbing
18	155 Park av.	Dry Goods

Third Assembly District.

E. D.	Location.	Occupied As
1	376 Hicks st.	Candy
2	244 Court st.	Bird Store
3	423 Hicks st.	Boot black
4	133 Sackett st.	Barber
5	140 Harrison st.	Manufacturing
6	361 Clinton st.	Livery Stable
7	226 Sackett st.	Candy
8	573 Hicks st.	Pool parlor
9	124 Summit st.	Undertaker
10	67 Woodhull st.	Pool parlor
11	418 Court st.	Tailor
12	69 Coles st.	Pool parlor
13	238 Hamilton av.	Barber
14	357 Columbia st.	Barber
15	284 Van Brunt st.	Pool Parlor
16	208 Conover st.	Bakery
17	339 Van Brunt st.	Clothing
18	181 Richards st.	Bakery

Fourth Assembly District.

E. D.	Location.	Occupied As
1	246 South 4th st.	Barber
2	296 Broadway	Barber
3	417 Bedford av.	Barber
4	62 South 8th st.	Candy
5	445 Bedford av.	Cigars
6	185 Clymer st.	Tailor
7	588 Wythe av.	C ctionery

E. D.	Location	Occupied As
8	587 Wythe av.	Barber
9	176 Rodney st.	Fish
10	721 Wythe av.	Restaurant
11	280 Marcy ave.	Drugs
12	299 Marcy av.	Barber
13	164 Lynch st.	Tailor
14	390 Marcy av.	Bakery
15	346 Marcy ave.	Confectionery
16	683 Bedford av.	Barber
17	743 Wythe av.	Shoes
18	684½ Myrtle av.	Barber
19	745 Bedford ave.	Leather Goods
20	725A Myrtle av.	Clothing
21	742 Myrtle av.	Barber
22	598 DeKalb av.	Shoemaker

Fifth Assembly District.

E. D.	Location.	Occupied As
1	1605½ Fulton st.	Glazier
2	489 Sumner av.	Barber
3	316 Stuyvesant av.	Barber
4	787 Gates av.	Electrical
5	209 Lewis av.	Grocery
6	130 Stuyvesant av.	Barber
7	75 Reid av.	Tailor
8	98 Reid av.	Cigars
9	182 Reid av.	Barber
10	254 Reid av.	Barber
11	68 Marion st.	Meeting Room
12	267 Reid av.	Tailor
13	261 Reid av.	Cigars
14	211 Reid av.	Barber
15	905 Gates av.	Tailor
16	1009 Gates av.	Candy
17	58 Ralph av.	Plumbing
18	144 Ralph av.	Laundry
19	194 Ralph av.	Laundry
20	214 Ralph av.	Plumbing
21	185 Marion st.	Candy
22	183 Ralph av.	Florist
23	69 Ralph av.	Barber
24	77 Howard av.	Barber
25	1612 Broadway	Real estate
26	205 Howard av.	Laundry
27	1666 Broadway	Barber
28	26 Rockaway av.	Barber

Sixth Assembly District.

E. D.	Location.	Occupation As
1	683 DeKalb av.	Cigars
2	762 Myrtle av.	Printing
3	541 Marcy av.	Tailor
4	535 Marcy av.	Laundry
5	39 Ellery st.	Pool room
6	22 Tompkins av.	Cigars
7	921 Myrtle av.	Dwelling
8	199 Tompkins av.	Barber
9	707 DeKalb av.	Paints
10	824 DeKalb av.	Vacant
11	872 DeKalb av.	Undertaker
12	919 DeKalb av.	Stationery
13	960 Myrtle av.	Shoemaker
14	70 Sumner av.	Barber
15	10 Sumner av.	Fish Market
16	856 Park av.	Plumbing
17	41 Lewis av	Tailor
18	1054 DeKalb av.	Plumbing
19	1018 DeKalb av.	Barber
20	612A Kosciusko st.	Barber

Seventh Assembly District.

E. D.	Location.	Occupied As
1	742 Henry st.	Grocery
2	476 Smith st.	Vacant
3	577 Third av.	Barber
4	450 Third av.	Shoemaker
5	511 Third ave.	Confectionery
6	550 Third av.	Barber
7	626½ Third av.	Barber
8	700 Fourth av.	Barber
9	633 Fifth av.	Barber
10	651 Sixth av.	Barber
11	512 Seventh av.	Barber
12	289 Ninth av.	Grocery
13	588 Seventh av.	Grocery.
14	716 Fifth av.	Cigars
15	762 Fifth av.	Barber
16	768 Third av.	Candy
17	957 Third av.	Tailor
18	513 39th st.	Candy
19	4719 Fifth av.	Tailor

Eighth Assembly District.

E. D.	Location.	Occupied As
1	245 Court st.	Supplies
2	191 Smith st.	Barber
3	419 Warren st.	Furniture
4	174 Nevins st.	Real estate
5	134 Third av.	Barber
6	103 Third av.	Barber
7	138 Fourth av.	Hardware
8	123 Fourth av.	Barber
9	158 Fifth av.	Shoes
10	246 5th av.	Undertaker
11	439 Carroll st.	Barber
12	352 Bond st.	Candy
13	225 Hoyt st.	Shoes
14	277 Smith st.	Barber
15	279 Court st.	Undertaker
16	319 Smith st.	Upholsterer
17	464 Court st.	Roofer
18	409 Smith st.	Grocery
19	478 Court st.	Florist
20	439 Third av.	Vacant

Ninth Assembly District

E. D.	Location.	Occupied As
1	4615 3d av.	Barber
2	3921 3d av.	Shoes
3	4208 5th av.	Hats
4	4509 3d av.	Bootblack
5	4705 4th av.	Barber
6	530[illegible] 4th av.	Real Estate
7	311 9th st.	Plumbing
8	279 51st st.	Barber
9	5321 2d av.	Paints
10	5304 4th av.	Bicycles
11	5508 3d av.	Barber
12	5809 3d av.	Cigars
13	5822 5th av.	Undertaker
14	5808 7th av.	Cigars
15	5507 5th av.	Barber
16	5622 5th av.	Barber
17	5309 5th av.	Stationery
18	5124 6th av.	Barber
19	511 50th st.	Shoemaker
20	4914 7th av.	Undertaker
21	773 39th st.	Vacant
22	1115 40th st.	Cigars
23	4412 Fort Hamilton av.	Barber
24	5213 New Utrecht av.	Vacant
25	6009 Fort Hamilton av.	Bicycles
26	6220 5th av.	Candy
27	6630 3d av.	Vacant
28	6905 3d av.	Barber
29	6915 5th av.	Undertaker
30	7316 5th av.	Stationery
31	7712 13th av.	Vacant
32	7417 5th ave.	Pool Parlor
33	7309 3d av.	Bootblack
34	7719 3d av.	Men's Furnishings
35	8560 3d av.	Vacant
36	9208 3d av.	Tailor
37	9221 5th av.	Barber

Tenth Assembly District.

E. D.	Location	Occupied As
1	861 Union st.	Tailor
2	26 7th ave.	Dyeing Establishment
3	113 Prospect pl.	Barber
4	67 5th ave.	Barber
5	54 5th ave.	Tailor
6	229 Flatbush ave.	Dyeing Establishmt.
7	51 6th ave.	Shoes
8	564 Vanderbilt ave.	Barber
9	604 Vanderbilt ave.	Barber
10	770 Washington ave.	Florist
11	625 Vanderbilt ave.	Stationery
12	615 Washington ave.	Barber
13	652 Washington ave.	Glass
14	30 Underhill ave.	Stationery
15	939 Atlantic ave.	Auto Tires
16	800 Fulton st.	Barber
17	768 Fulton st.	Trunk
18	739 Fulton st.	Cigars
19	616 Fulton st.	Barber
20	106 S. Oxford st.	Laundry
21	119 S. Oxford st.	Barber
22	238 DeKalb ave.	Plumbing
23	370 Myrtle ave.	Plumbing
24	160 Park ave.	Stationery
25	407 Myrtle ave.	Cigars
26	446 Myrtle ave.	Barber
27	470 Myrtle ave.	Barber

Eleventh Assembly District.

E. D.	Location	Occupied As
1	649 Myrtle ave.	Cigars
2	489 DeKalb ave.	Barber
3	461 DeKalb ave.	Barber
4	397 DeKalb ave.	Shoes
5	564 Myrtle ave.	Undertaker
6	494 Myrtle ave.	Plumbing
7	357 DeKalb ave.	Barber
8	953 Fulton st.	Barber
9	23 Putnam ave.	Barber
10	269 Greene ave.	Livery Stable
11	299 Greene ave.	Barber
12	341 Franklin ave.	Barber
13	Cor. Bedford ave. and Monroe st.	Stationery
14	101 Putnam ave.	Tailor
15	1043 Fulton st	Cigars
16	1097 Fulton st.	Cigars
17	953 Dean st.	Shoemaker
18	629 Franklin ave.	Meat Market
19	679 Franklin ave.	Barber
20	457 St. Marks ave.	Vacant
21	752 Classon ave.	Barber
22	774 Classon ave.	Stationery
23	646 Sterling pl.	Bootblack
24	632 St. Johns pl.	Barber
25	790 Franklin ave.	Real Estate

Twelfth Assembly District.

E. D.	Location	Occupied As
1	101 5th ave.	Barber
2	173 5th ave.	Laundry
3	68 7th ave.	Barber
4	136 7th ave.	Cigars
5	213 5th ave.	Tailor
6	281 5th ave.	Cigars
7	310 5th ave.	Barber
8	371 5th ave.	Barber
9	198 7th ave.	Undertaker
10	225 7th ave.	Cigars
11	166 7th ave.	Tailor
12	261 7th ave.	Barber
13	511 9th st.	Tailor
14	317 7th ave.	Plumbing
15	298 7th ave.	Tailor
16	418 5th ave.	Barber
17	438 6th ave.	Barber
18	351 7th ave.	Plumbing
19	1110 8th ave	Barber
20	483 5th av	Barber
21	503A 4th ave.	Undertaker
22	523 5th ave.	Barber
23	585 5th ave.	Barber
24	459 7th ave.	Undertaker
25	417A 7th ave.	Barber
26	430 16th st.	Tinsmith
27	248 Pros. Pk. W.	Undertaker
28	229 9th ave.	Tailor

Thirteenth Assembly District.

E. D.	Location	Occupied As
1	563 Graham ave.	Barber
2	373 Leonard st.	Real Estate
3	417 Graham ave.	Cigars
4	440 Humboldt st.	Candy
5	967 Metropolitan ave.	Vacant
6	376 Graham ave.	Barber
7	662 Metropolitan ave.	Barber
8	624 Metropolitan ave.	Barber
9	524 Lorimer st.	Warehouse
10	580 Grand st.	Barber
11	221 Manhattan ave.	Barber
12	108 Bushwick ave.	Harness
13	324 Graham ave.	Barber
14	37 Bushwick ave.	Delicatessen
15	297 Maujer st.	Barber
16	284 Stagg st.	Fruit
17	42 Bogart st.	Candy
18	78 Morgan ave.	Bakery

Fourteenth Assembly Distrist.

E. D.	Location	Occupied As
1	68 Grand st.	Tailor
2	303 Wythe ave.	Barber
3	775 Driggs ave.	Cigars
4	291 Bedford ave.	Barber
5	258 S. 1st st.	Barber
6	496 Grand st.	Shoes
7	374 Metropolitan ave.	Cigars
8	170 Roebling st.	Barber
9	141 Grand st.	Tailor
10	95 N. 6th st.	Barber
11	579 Driggs ave.	Tailor
12	539 Driggs ave.	Barber
13	166 Bedford ave.	Barber
14	97 Bedford ave.	Barber
15	55 Meserole ave.	Club
16	629 Manhattan ave.	Florist
17	735 Manhattan ave.	Cigars
18	157 Franklin st.	Barber

Fifteenth Assembly District.

E. D.	Location	Occupied As
1	44 Meeker ave.	Shoes
2	107 Meeker ave.	Paints
3	248 Kingsland ave.	Grocery
4	144 Driggs ave.	Barber
5	207 Nassau ave.	Undertaker
6	278 Nassau ave.	Candy
7	189 Nassau ave.	Barber
8	165 Norman ave.	Vacant
9	246 Driggs ave.	Stationery
10	130 Norman ave.	Cigars
11	123 Meserole ave.	Carpenter
12	168 Greenpoint ave.	Office
13	87 Greenpoint ave.	Barber
14	157 Greenpoint ave.	Barber
15	958 Manhattan ave.	Fish
16	986 Manhattan ave.	Barber
17	191 Franklin st.	Shoes
18	1025 Manhattan ave.	Shoes
19	1038 Manhattan ave.	Barber
20	1098 Manhattan ave.	Cigars

Sixteenth Assembly District.

E. D.	Location	Occupied As
1	2404 Surf ave.	Restaurant
2	Surf ave., between Henderson's and Thompson's walk	Restaurant
3	2971 W. 8th st.	Barber
4	2921 W. 3d st.	Barber
5	2224 Voorhees ave.	Stationery
6	Union Club, Ave. Z and E. 16th st.	Club
7	2341 Gravesend ave.	Tailor
8	East 19th st., 300 ft. N. of Ave. U, w. s. of street	Dwelling
9	1308 Kings highway	Tailor
10		Not Used
11	1945 Flatbush ave.	Real Estate
12	1780 Ocean ave.	Real Estate
13	1703 Kings highway	Real Estate
14	1517 Ave. H	Real Estate
15	1844 Coney Island ave.	Undertaker
16	2266 Gravesend ave.	Vacant
17	Harway ave. and Stryker st.	Cigars
18	2024 Bath ave.	Candy
19	8513 22d ave.	Real Estate
20	1840 Bath ave.	Real Estate
21	8678 18th ave.	Cigars
22	1642 Bath ave.	Barber
23	N. E. cor. Benson ave. and Bay 14th st.	Confectionery
24	7413 15th ave.	Laundry
25	6914 15th ave.	Barber
26	1612 73d st.	Barber
27	6009 16th ave.	Vacant
28	1368 60th st.	Barber
29	1325 56th st.	Express
30	4304 14th ave.	Stationery
31	1684 43d st.	Dwelling
32	4420 16th ave.	Barber
33	108 Ave. I	Barber
34	156 Lawrence ave., Parkville.	Barber
35	1026 Coney Island ave.	Tinsmith
36	730 Coney Island ave.	Undertaker
37	306 Cortelyou road	Bakery
38	107 Ditmas ave.	Barber
39	1203 40th st.	Tailor
40	405 Church ave.	Barber
41	741 Church ave.	Notions
42	2721 Fort Hamilton ave.	Undertaker
43	2 E. 5th st.	Butcher
44	558 15th st.	Candy
45	629 18th st.	Dwelling

Seventeenth Assembly District.

E. D.	Location	Occupied As
1	1647 Pacific st.	Meat Market
2	10 Troy ave.	Vacant
3	1478 Fulton st.	Barber
4	1288 Atlantic ave.	Builder
5	1316 Fulton st.	Pictures
6	469 Tompkins ave.	Pictures
7	400 Tompkins ave.	Tailor
8	1323 Fulton st.	Cigars
9	N[illegible] cor. Halsey st. and Marcy	Bakery
10	1169 Bedford ave.	Cigars
11	363 Nostrand ave.	Plumbing
12	1103 Bedford ave.	Carpets
13	419 Gates ave.	Barber
14	301 Nostrand ave.	Tailor
15	1029 Bedford ave.	Tailor
16	286 Tompkins ave.	Tailor
17	253 Tompkins ave.	Plumbing
18	229 Sumner ave.	Undertaker
19	260 Sumner ave.	Tailor
20	669A Gates ave.	Shoes
21	297 Tompkins ave.	Barber
22	307½ Hancock st.	Tailor
23	354 Sumner ave.	Barber
24	337 Sumner ave.	Paints
25	411 Sumner ave.	Barber

Eighteenth Assembly District.

E. D.	Location	Occupied As
1	662 Nostrand ave.	Tailor
2	732 Park pl.	Real Estate
3	798 Nostrand ave.	Real Estate
4	739-41 Nostrand ave.	Meat Market
5	S. E. cor. New York ave. and Atlantic ave.	Garage
6	62 Kingston ave.	Electric Supplies
7	180 Albany ave.	Real Estate
8	213 Troy ave.	Barber
9	174 Utica ave.	Barber
10	1223 St. Johns pl.	Bootblack
11	1172 Park pl.	Cigars
12	263 Kingston ave.	Barber
13	307 Kingston ave.	Tailor
14	1178 St. Johns pl.	Real Estate
15	797 Nostrand ave.	Tailor
16	505 Flatbush ave.	Paints
17	592 Rogers ave.	Barber
18	495 Rogers ave.	Barber
19	440 Rogers ave.	Plumbing
20	1062 Nostrand ave.	Vacant
21	1133 Nostrand ave.	Cigars
22	564 Kingston ave.	Candy
23	3914 Church ave.	Cigars
24	1379 Nostrand ave.	Stationery
25	1406 Nostrand ave.	Cigars
26	13 Snyder ave.	Barber
27	790 Flatbush ave.	Barber
28	58 Reeve pl.	Fish
29	545 Coney Island ave.	Real Estate
30	1410 Cortelyou rd.	Cigars
31	1152 Flatbush ave.	Vacant
32	1140 Flatbush ave.	Real Estate
33	1503 Cortelyou rd.	Vacant
34	991 Flatbush ave.	Barber
35	1091 Flatbush ave.	Barber
36	1117 Rogers ave.	Barber
37	2905 Tilden ave.	Candy
38	Clarendon rd. and E. 35th st.	Booth
39	2716 Ave. F	Vacant
40	1741 Flatbush ave.	Undertaker
41	1516 Flatbush ave.	Plumbing
42	1380 Flatbush ave.	Upholsterer
43	Ocean ave., cor. Ave. F.	Schoolroom

Nineteenth Assembly District.

E. D.	Location.	Occupied As
1	397 Bushwick av.	Barber
2	60 Beaver st.	Upholsterer
3	135 Evergreen av.	Candy
4	607 Bushwick av.	Barber
5	24-26 Jefferson st.	Club
6	1201 Myrtle av.	Cigars
7	1247 Myrtle av.	Barber
8	8 Suydam st.	Real Estate
9	189 Central av.	Barber
10	151 Hamburg av.	Barber
11	120 Hamburg av.	Bakery
12	95 Starr st.	Dressmaking
13	248 Jefferson st.	Tailor
14	18 Hamburg av.	Fish
15	37 Hamburg av.	Plumbing
16	33 Wyckoff av.	Grocery
17	44 Wyckoff av.	Undertaker
18	139 Irving av.	Fruit
19	358 Knickerbocker av.	Barber
20	132 Wyckoff av.	Barber
21	225 Hamburg av.	Undertaker
22	196 Irving av.	Pool Parlor

Twentieth Assembly District.

E. D.	Location.	Occupied As
1	1675 Broadway	Sporting Goods
2	1381 Bushwick av.	Vacant
3	981 Halsey st.	Barber
4	80 Eldert st.	Barber
5	519 Evergreen av.	Barber
6	572 Evergreen av.	Undertaker
7	1178 Bushwick av.	Undertaker
8	1395 Broadway	Hats
9	514 Evergreen av.	Candy
10	400 Central av.	Barber
11	440 Evergreen av.	Furniture
12	418 Evergreen av.	Bakery
13	1109 Lafayette av.	Barber
14	1232 DeKalb av.	Shoes
15	236 Central av.	Barber
16	252 Central av.	Barber
17	269 Central av.	Fish
18	341 Central av.	Candy
19	305 Hamburg av.	Undertaker
20	269 Hamburg av.	Costumer
21	1456 Myrtle av.	Barber
22	279 Irving av.	Butter Market
23	215 Wyckoff av.	Barber
24	247 Irving av.	Butcher

Twenty-First Assembly District.

E. D.	Location.	Occupied As
1	352 Hooper st.	Plumbi
2	370 S. 4th st.	Billi
3	37 Scholes st.	G
4	91 Leonard st.	
5	215 Graham av.	
6	178 Stagg st.	

E. D.	Location	Occupied As
7	223 Johnson av.	Confectionery
8	144 Johnson av.	Restaurant
9	60 Leonard st.	Tailor
10	79 Seigel st.	Barber
11	667 Broadway	Store Fixtures
12	64 Whipple st.	Barber
13	104 Walton st.	Confectionery
14	24 Throop av.	Pianos

Twenty-second Assembly District

E. D.	Location.	Occupied As
1	1555 Gates av.	Real Estate
2	1458 Gates av.	Express
3	1332 Gates av.	Carpets
4	192 Woodbine st.	office
5	439 Hamburg av.	Confectionery
6	438 Hamburg av.	Barber
7	1310 Jefferson av.	Laundry
8	502 Hamburg av.	Undertaker
9	571 Hamburg av.	Real Estate
10	858 Knickerbocker av.	Candy
11	578 Hamburg av.	Laundry
12	574 Central av.	Barber
13	648 Central av.	Grocery
14	655 Central av.	Barber.
15	252 Cooper st.	Candy
16	1507 Bushwick av.	Bicycles
17	1606 Bushwick av.	Candy
18	121 Jamaica ave.	Tire Supplies
19	2893 Fulton st.	Real Estate
20	290 Arlington av.	Candy
21	3049 Fulton st.	Barber
22	138 Euclid av.	Tailor
23	3221 Fulton st.	Vacuum Cleaner
24	3337 Fulton st.	Real Estate
25	3368 Fulton st.	Billiards
26	551 Ridgewood av.	Stationery
27	3424 Fulton st.	Candy
28	1121 Liberty av.	Club
29	1037 Liberty av.	Feed
30	115 Fountain av.	Candy
31	202 Norwood av.	Barber
32	3047 Atlantic av.	Cigars
33	2890 Atlantic av.	Tailor
34	555 Liberty av.	Barber
35	450 Liberty av.	Ex-Firemen's Hdqrs
36	30 Alabama av.	Barber
37	371 Glenmore av.	Tailor
38	2117 Pitkin av.	Barber
39	820 Sutter av.	Barber
40	448 Ashford st.	Delicatessen
41	509 Linwood st.	Barber
42	2550 Pitkin av	Candy
43	2630 Pitkin av.	Vacant
44	1087 Sutter av.	Club
45	934 Blake av.	Stationery
46	343 Van Sicklen av.	Cigars
47	575 Sutter av.	Barber
48	457 Vermont st.	Barber
49	416 Atkins av.	Dyeing

Twenty-third Assembly District.

E. D.	Location	Occupied As
1	1481 Herkimer st.	Tailor
2	145 Rockaway ave.	Plumbing
3	113 Rockaway ave.	Real Estate
4	207 Hull st.	Grocery
5	1851 Broadway	Baby Carriages
6	57 Rockaway ave.	Barber
7	98 Rockaway ave.	Tailor
8	2138A Fulton st.	Tailor
9	2052A Fulton st.	Tailor
10	47 Hull st.	Barber
11	290 Ralph ave.	Barber
12	948 Herkimer st.	Cigars
13	1906 Fulton st.	Hats
14	681 Herkimer st.	Harness
15	60 Utica ave.	Pool Parlor
16	169 Utica ave.	Real Estate
17	1322 St. Marks ave.	Barber
18	87 Buffalo ave.	Barber
19	407 Howard ave.	Tailor
20	421 Saratoga ave.	Tailor
21	2027 Bergen st.	Candy
22	1728 E. New York ave.	Barber
23	1930 Pitkin ave.	Vacant
24	251 Hinsdale st.	Barber
25	620 Stone ave.	Barber
26	252 Osborne st.	Barber
27	155 Christopher ave.	Tailor
28	111 Watkins st.	Barber
29	436 Rockaway ave.	Barber
30	428 Hopkinson ave.	Club
31	113 Amboy st.	Barber
32	1521 Pitkin ave.	Delicatessen
33	220 Livonia ave.	Barber
34	Rochester and E. New York aves.	Barber
35	5006 Church ave.	Stationery
36	Rockaway ave., bet. Ave. G and Smith's lane	Club
37	4818 Avenue N	Barber
38	Ave. L and E. 95th st.	Barber
39	West End Barren Island, H. Hauth,	Confectionery

COUNTY OF KINGS.

BOROUGH OF BROOKLYN.

First Assembly District.

The 1st Election District is bounded by and within Middagh st., Fulton st., Orange st and Columbia Heights.

The 2d Election District is bounded by and within Orange st., Fulton st., Clark st. and Hicks st.

The 3d Election District is bounded by and within Clark st., Fulton st., Concord Liberty st., Fulton st., Court st., Mon- e st., Clinton st., Remsen st., Henry ontague st., Hicks st., Love lane ry st.

Election District is bounded by Fulton st., Columbia Heights, Orange st., Hicks st., Clark st., Henry st., Love lane, Hicks st., Montague st. and East River..

The 5th Election District is bounded by and within Montague st., Hicks st., State st., Furman st., Atlantic ave. and East River.

The 6th Election District is bounded by and within Montague st., Henry st., Remsen st., Clinton st., State st., Henry st., Atlantic ave. and Hicks st.

The 7th Election District is bounded by and within State st., Clinton st., Atlantic ave., Court st., Amity st., Henry st., Pacific st., Hicks st., Atlantic ave. and Henry st.

The 8th Election District is bounded by and within Pacific st., Henry st., Amity st., Clinton st., Baltic st., Warren place, Warren st., Henry st., Congress st. and Hicks st.

The 9th Election District is bounded by and within Montague st., Court st., Livingston st., Boerum place, State st., Court st., Atlantic ave. and Clinton st.

The 10th Election District is bounded by and within Livingston st., Hoyt st., Atlantic ave., Court st., State st. and Boerum place.

The 11th Election District is bounded by and within Atlantic ave., Smith st., Bergen st. and Court st.

The 12th Election District is bounded by and within Atlantic ave., Hoyt st., Dean st., Bond st., Bergen st. and Smith st.

The 13th Election District is bounded by and within State st., Nevins st., Dean st., Hoyt st., Atlantic ave. and Bond st.

The 14th Election District is bounded by and within Atlantic ave., 3d ave., Pacific st., 4th ave., Bergen st., Bond st., Dean st. and Nevins st.

The 15th Election District is bounded by and within Flatbush ave., 4th ave., Pacific st., 3d ave., Atlantic ave. and Nevins st.

The 16th Election District is bounded by and within Fulton st., Flatbush ave., Nevins st., State st., Bond st., Atlantic ave., Hoyt st., Livingston st. and Bond st.

The 17th Election District is bounded by and within Myrtle ave., Pearl st., Willoughby st., Lawrence st., Johnson st., Bridge st., Tillary st., Duffield st., Johnson st., Bridge st., Fulton st., Bond st., Livingston st. and Court st.

The 18th Election Distrist is bounded by and within Johnson st., Gold st., Willoughby st., Prince st., Fleet st., Fulton st. and Bridge st.

The 19th Election District is bounded by and within Myrtle ave., Raymond st., Bolivar st., St. Edwards st., Willoughby st., Raymond st., Lafayette st., Navy st., Rockwell place, Fulton st., Fleet st., Prince st., Willoughby st., Hudson ave., Bolivar st. and Navy st.

The 20th Election District is bounded by and within Johnson st., Hudson ave., Myrtle ave., Navy st., Bolivar st., Hudson ave., Willoughby st. and Gold st.

The 21st Election District is bounded by and within Johnson st., Navy st., Myrtle ave. and Hudson ave.

Second Assembly District.

The 1st Election District is bounded by and within Fulton St., East River, Jay st. and Prospect st.

The 2d Election District is bounded by and within Middagh st., Columbia Heights and Fulton st.

The 3d Election District is bounded by and within Fulton st., Prospect st., Jay st., York st., Bridge st., Prospect st., Gold st., Sands st., Bridge st. and High st.

The 4th Election District is bounded by and within East River, United States Navy Yard wall line, York st., Hudson ave., Prospect st., Bridge st., York st. and Jay st.

The 5th Election District is bounded by and within Navy st., Sands st., Hudson ave., High st., Gold st., Nassau st., Bridge st., Sands st., Gold st., Prospect st., Hudson ave. and York st.

The 6th Election District is bounded by and within Navy st., Concord st., Bridge st., Nassau st., Gold st., High st., Hudson ave. and Sands st.

The 7th Election District is bounded by and within High st., Bridge st., Concord st., Jay st., Tillary st., Pearl st., Nassau st. and Adams st.

The 8th Election District is bounded by and within High st., Adams st., Nassau st., Pearl st., Tillary st. and Fulton st.

The 9th Election District is bounded by and within Tillary st., Jay st., Johnson st., Pearl st., Myrtle ave. and Fulton st.

The 10th Election District is bounded by and within Bridge st., Johnson st., Lawrence st., Willoughby st., Pearl st., Johnson st., Jay st. and Tillary st.

The 11th Election District is bounded by and within Prince st., Tillary st., Jay st. and Concord st.

The 12th Election District is bounded by and within Navy st., Johnson st., Duffield st., Tillary st., Prince st. and Concord st.

The 13th Election District is bounded by and within N. Portland ave., Park ave., St. Edwards st., Myrtle ave., Navy st. and Flushing ave.

The 14th Election District is bounded by and within N. Portland ave., M[illegible] ave., St. Edwards st. and Park ave.

The 15th Election District is bounded by and within Cumberland st., Park ave., N. Oxford st., Myrtle ave., N. Portland ave. and Flushing ave.

The 16th Election District is bounded by and within Myrtle ave., Washington Park, De Kalb ave., Navy st., Lafayette st., Raymond st., Willoughby st., St. Edwards st., Bolivar st. and Raymond st.

The 17th Election District is bounded by and within Flushing ave., Carlton ave., Myrtle ave., N. Oxford st., Park ave. and Cumberland st.

The 18th Election District is bounded by and within Washington ave., Flushing ave., Hall st., Park ave., Carlton ave., Flushing ave., Clinton ave. and Wallabout channel.

Third Assembly District.

The 1st Election District is bounded by and within Furman st., State st., Hicks st., Congress st., East River and Atlantic ave.

The 2d Election District is bounded by and within Henry st., Baltic st., Clinton st., Amity st., Court st. and Harrison st.

The 3d Election District is bounded by and within East River, Congress st., Henry st., Warren st., Warren place, Baltic st., Henry st. and Harrison st.

The 4th Election District is bounded by and within East River, Harrison st., Hicks st., Union st. and Hamilton ave.

The 5th Election District is bounded by and within Hicks st., Harrison st., Strong place and Degraw st.

The 6th Election District is bounded by and within Strong place, Harrison st., Court st., Union st., Clinton st. and Degraw st.

The 7th Election District is bounded by and within Henry st., Degraw st., Clinton st., Union st., Court st., President st., Clinton st. and Carroll st.

The 8th Election District is bounded by and within Hamilton ave., Union st., Hicks st., Degraw st., Henry st., President st., Hicks st. and Carroll st.

The 9th Election District is bounded by and within Hamilton ave., Carroll st., Hicks st. and Rapelyea st.

The 10th Election District is bounded by and within Hicks st., President st., Henry st., Carroll st., Clinton st., 2d place, Henry st. and Woodhull st.

The 11th Election District is bounded by and within Clinton st., President st., Court st. and 3d place.

The 12th Election District is bounded by and within Hamilton ave., Rapelyea st., Hicks st., Woodhull st., Henry st., 2d place, Clinton st., 4th place and Coles st.

The 13th Election District is bounded by and within Hicks st., Coles st., 4th place, Clinton st. and Huntington st.

The 14th Election District is bounded by and within Richards st., Hamilton ave., Hicks st., Huntington st., Henry st., Mill st., Columbia st., Lorraine st. and Wolcott st.

The 15th Election District is bounded by and within New York Bay, Hamilton ave., Richards st., King st., Conover st. and Sullivan st.

The 16th Election District is bounded by and within New York Bay, Sullivan st., Conover st., Dikeman st., Van Brunt st., Beard st. and Conover st.

The 17th Election District is bounded by and within Conover st., King st., Richards st. and Dikeman st.

The 18th Election District is bounded by and within Conover st., Beard st., Van Brunt st., Dikeman st., Richards st., Wolcott st., Lorraine st., Columbia st. and New York Bay.

Fourth Assembly District.

The 1st Election District is bounded by and within Havemeyer st., S. 2d st., Marcy ave., S. 1st st., Rodney st. and Broadway.

The 2d Election District is bounded by and within Wilson st., Division ave. Havemeyer st., Broadway, Division ave., Keap st., Marcy ave., Ross st. and Lee ave.

The 3d Election District is bounded by and within Berry st., Broadway, Roebling st. and S. 9th st.

The 4th Election District is bounded by and within East River, Broadway, Berry st., S. 6th st., Broadway, Berry st., Division ave. and Wallabout channel.

The 5th Election District is bounded by and within Berry st., S. 9th st., Roebling st., Broadway, Havemeyer st., Division ave., Wilson st., Lee ave. and Division ave.

The 6th Election District is bounded by and within Division ave., Lee ave., Rodney st., Bedford ave., Morton st. and Wythe ave.

The 7th Election District is bounded by and within D[illegible] ave., Wythe ave., Morton st., Bedford ave., Taylor st., Wallabout Canal and Wallabout Channel.

The 8th Election District is bounded by and within Taylor st., Bedford ave., Rodney st., Kent ave., Keap st. and Wallabout Canal.

The 9th Election District is bounded by and within Ross st., Marcy ave., Hooper st., Bedford ave., Rodney st. and Lee ave.

The 10th Election District is bounded by and within Keap st., Kent ave., Rodney st., Bedford ave., Penn st., Kent ave., Hewes st. and Wallabout Canal.

The 11th Election District is bounded by and within Hooper st., Marcy ave., Heyward st., Lee ave., Hewes st. and Bedford ave.

The 12th Election District is bounded by and within Division ave., Harrison ave., Rutledge st., Marcy ave. and Keap st.

The 13th Election District is bounded by and within Rutledge st., Harrison ave., Wallabout st. and Marcy ave.

The 14th Election District is bounded by and within Wallabout st., Middleton st., Marcy ave., Wallabout st., Harrison ave., Flushing ave. and Bedford ave.

The 15th Election District is bounded by and within Heyward st., Marcy ave., Middleton st. and Lee ave.

The 16th Election District is bounded by and within Hewes st., Lee ave., Middleton st., Wallabout st. and Bedford ave.

The 17th Election District is bounded by and within Wallabout Canal, Hewes st., Kent ave., Penn st., Bedford ave., Flushing ave. and Washington ave.

The 18th Election District is bounded by and within Flushing ave., Bedford ave., Willoughby ave., Skillman st., Park ave. and Hall st.

The 19th Election District is bounded by and within Flushing ave., Nostrand ave., Park ave., Spencer st., Myrtle ave. and Bedford ave.

The 20th Election District is bounded by and within Park ave., Nostrand ave., Myrtle ave. and Spencer st.

The 21st Election District is bounded by and within Myrtle ave., Nostrand ave., DeKalb ave., Spencer st., Willoughby ave. and Bedford ave.

The 22d Election District is bounded by and within Willoughby ave., Spencer st., DeKalb ave., Nostrand ave., Kosciusko st., Marcy ave., Lafayette ave. and Bedford ave.

Fifth Assembly District.

The 1st Election District is bounded by and within McDonough st., Sumner ave., Bainbridge st., Stuyvesant ave., Fulton st. and Tompkins ave.

The 2d Election District is bounded by and within Stuyvesant ave., Bainbridge st., Sumner ave., McDonough st., Lewis ave. and Halsey st.

The 3d Election District is bounded by and within Stuyvesant ave., Halsey st., Lewis ave. and Madison st.

The 4th Election District is bounded by and within Stuyvesant ave., Madison st., Lewis ave. and Quincy st.

The 5th Election District is bounded by and within Greene ave., Stuyvesant ave., Quincy st. and Lewis ave.

The 6th Election District is bounded by and within Lafayette ave., Stuyvesant ave., Greene ave. and Lewis ave.

The 7th Election District is bounded by and within Lafayette ave., Reid ave., Van Buren st., Broadway, Greene ave. and Stuyvesant ave.

The 8th Election District is bounded by and within Greene ave., Reid ave., Quincy st. and Stuyvesant ave.

The 9th Election District is bounded by and within Reid ave., Jefferson ave., Stuyvesant ave. and Quincy st.

The 10th Election District is bounded by and within Reid ave., Decatur st., Stuyvesant ave. and Jefferson ave.

The 11th Election District is bounded by and within Reid ave., Bainbridge st., Patchen ave., Fulton st., Stuyvesant ave. and Decatur st.

The 12th Election District is bounded by and within Reid ave., Macon st., Patchen ave. and Bainbridge st.

The 13th Election District is bounded by and within Reid ave., Hancock st., Patchen ave. and Macon st.

The 14th Election District is bounded by and within Patchen ave., Hancock st., Reid ave. and Monroe st.

The 15th Election District is bounded by and within Greene ave., Patchen ave., Monroe st. and Reid ave.

The 16th Election District is bounded by and within Greene ave., Broadway, Howard ave., Monroe st. and Patchen ave.

The 17th Election District is bounded by and within Patchen ave., Monroe st., Ralph ave. and Jefferson ave.

The 18th Election District is bounded by and within Patchen ave., Jefferson ave., Ralph ave. and Halsey st.

The 19th Election District is bounded by and within Patchen ave., Halsey st., Ralph ave. and Decatur st.

The 20th Election District is bounded by and within Patchen ave., Decatur st., Ralph ave. and Chauncey st.

The 21st Election District is bounded by and within Bainbridge st., Howard ave., Sumpter st., Patchen ave., Chauncey st. and Ralph ave.

The 22d Election District is bounded by and within Howard ave., Bainbridge st., Ralph ave. and Hancock st.

The 23d Election District is bounded by and within Howard ave., Hancock st., Ralph ave. and Monroe st.

The 24th Election District is bounded by and within Broadway, Halsey st., Saratoga ave., Hancock st. and Howard ave.

The 25th Election District is bounded by and within Broadway McDonough st., Howard ave., Hancock st., Saratoga ave. and Halsey st.

The 26th Election District is bounded by and within Saratoga ave., Marion st., Howard ave. and McDonough st.

The 27th Election District is bounded by and within Broadway, Decatur st., Hopkinson ave., Chauncey st., Saratoga ave. and McDonough st.

The 28th Election District is bounded by and within Broadway, Rockaway ave. Marion st., Saratoga ave., Chauncey st., Hopkinson ave. and Decatur st.

Sixth Assembly District.

The 1st Election District is bounded by and within Willoughby ave., Marcy ave., Kosciusko st. and Nostrand ave.

The 2d Election District is bounded by and within Nostrand ave., Willoughby ave., Marcy ave. and Stockton st.

The 3d Election District is bounded by and within Floyd st., Tompkins ave., Vernon ave. and Marcy ave.

The 4th Election District is bounded by and within Park ave., Tompkins ave., Floyd st., Marcy ave., Stockton st. and Nostrand ave.

The 5th Election District is bounded by and within Flushing ave., Marcy ave., Ellery st., Tompkins ave., Park ave. and Nostrand ave.

The 6th Election District is bounded by and within Flushing ave., Throop ave., Park ave., Tompkins ave., Ellery st. and Marcy ave.

The 7th Election District is bounded by and within Park ave., Throop ave., Vernon ave. and Tompkins ave.

The 8th Election District is bounded by and within Vernon ave., Throop ave., De Kalb ave. and Tompkins ave.

The 9th Election District is bounded by and within Vernon ave., Tompkins ave., DeKalb ave. and Marcy ave.

The 10th Election District is bounded by and within DeKalb ave., Throop ave., Lafayette ave. and Marcy ave.

The 11th Election District is bounded by and within DeKalb ave., Sumner ave., Lafayette ave. and Throop ave.

The 12th Election District is bounded by and within Hart st., Lewis ave., Lafayette ave. and Sumner ave.

The 13th Election District is bounded by and within Myrtle ave., Sumner ave., DeKalb ave. and Throop ave.

The 14th Election District is bounded by and within Park ave., Sumner ave., Myrtle ave. and Throop ave.

The 15th Election District is bounded by and within Flushing ave., Broadway, Park ave. and Throop ave.

The 16th Election District is bounded by and within Park ave., Broadway, Floyd st., Lewis ave., Myrtle ave. and Sumner ave.

The 17th Election District is bounded by and within Floyd st., Broadway, Stuyvesant ave., Willoughby ave., Lewis ave., Hart st., Sumner ave., Myrtle ave. and Lewis ave.

The 18th Election District is bounded by and within Broadway, Reid ave., Kosciusko st. and Stuyvesant ave.

The 19th Election District is bounded by and within Willoughby ave., Stuyvesant ave., Lafayette ave. and Lewis ave.

The 20th Election District is bounded by and within Broadway, Van Buren st., Reid ave., Lafayette ave., Stuyvesant ave., Kosciusko st. and Reid ave.

Seventh Assembly District.

The 1st Election District is bounded by and within Mill st., Henry st., Huntington st., Clinton st., Mill st., Garnet st., Court st., Centre st., Smith st., Hamilton ave., Gowanus Canal, Gowanus Bay and Columbia st.

The 2d Election District is bounded by and within Gowanus Canal, Hamilton ave., Smith st., Centre st., Court st., Garnet st., Mills st., Clinton st., Nelson st., Court st., Huntington st., Smith st. and W. 9th st.

The 3d Election District is bounded by and within 9th st., 2d ave., 15th st., 4th ave., Prospect ave. and Gowanus Canal.

The 4th Election District is bounded by and within 8th st., 4th ave., 10th st. and 2d ave.

The 5th Election District is bounded by and within 10th st., 4th ave., 12th st. and 2d ave.

The 6th Election District is bounded by and within 12th st., 4th ave., 15th st. and 2d ave.

The 7th Election District is bounded by and within 5th ave., 18th st., 4th ave., 20th st., 3d ave., 18th st., Gowanus Bay and Prospect ave.

The 8th Election District is bounded by and within 5th ave., 22d st., 4th ave., 23d st., 3d ave., 25th st., Gowanus Bay, 18th st., 3d ave. and 20th st.

The 9th Election District is bounded by and within 6th ave., 19th st., 5th ave., 20th st., 4th ave., 18th st., 5th ave. and Prospect ave.

The 10th Election District is bounded by and within 8th ave., 19th st., 6th ave. and 17th st.

The 11th Election District is bounded by and within 9th ave., 17th st., 6th ave. and Prospect ave.

The 12th Election District is bounded by and within 11th ave., Terrace place, Gravesend ave., 21st st., 10th ave., 20th st., 9th ave., 19th st., 8th ave., 17th st., 9th ave. and Prospect ave.

The 13th Election District is bounded by and within 9th ave., boundary line of Greenwood Cemetery to 20th st., 20th st., 7th ave., 23d st., 6th ave. and 19th st.

The 14th Election District is bounded by and within 6th ave., 24th st., 5th ave., 23d st., 4th ave., 22d st., 5th ave. and 19th st.

The 15th Election District is bounded by and within 23d st., 5th ave., 24th st., 6th ave., 23d st., 7th ave., 20th st., boundary line of Greenwood Cemetery to 9th ave., 9th ave., 20th st., 10th ave., 21st st., Gravesend ave., Fort Hamilton Parkway, 37th st., 7th ave., 36th st., 5th ave., 34th st. and 4th ave. (This district includes Greenwood Cemetery.)

The 16th Election District is bounded by and within 4th ave., 32d st., Gowanus Bay, 25th st., 3d ave. and 23d st.

The 17th Election District is bounded by and within 4th ave., 34th st., 5th ave., 37th st., 4th ave., 39th st., Gowanus Bay and 32d st.

The 18th Election District is bounded by and within 7th ave., 45th st., 6th ave., 46th st., 5th ave. and 36th st.

The 19th Election District is bounded by and within 7th ave., 48th st., 5th ave., 46th st., 6th ave. and 45th st.

Eighth Assembly District.

The 1st Election District is bounded by and within Bergen st., Smith st., Butler st. and Court st.

The 2d Election District is bounded by and within Bergen st., Hoyt st., Butler st. and Smith st.

The 3d Election District is bounded by and within Bergen st., Bond st., Baltic st. and Hoyt st.

The 4th Election District is bounded by and within Bergen st., Nevins st., Butler st. and Bond st.

The 5th Election District is bounded by and within Bergen st., 3d ave., Douglass st. and Nevins st.

The 6th Election District is bounded by and within Bergen st., 4th ave., Warren st. and 3d ave.

The 7th Election District is bounded by and within Warren st., 4th ave., Union st. and 3d ave.

The 8th Election District is bounded by and within St. Mark's place, 5th ave., Butler st. and 4th ave.

The 9th Election District is bounded by and within Butler st., 5th ave., Sackett st. and 4th ave.

The 10th Election District is bounded by and within Sackett st., 5th ave., Garfield place and 4th ave.

The 11th Election District is bounded by and within Douglass st., 3d ave., Union st., 4th ave., 1st st. and Bond st.

The 12th Election District is bounded by and within Degraw st., Bond st., 2d st. and Hoyt st.

The 13th Election District is bounded by and within Baltic st., Bond st., Butler st., Nevins st., Douglass st., Bond st., Degraw st. and Hoyt st.

The 14th Election District is bounded by and within Butler st., Hoyt st., Union st. and Smith st.

The 15th Election District is bounded by and within Butler st., Smith st., Union st. and Court st.

The 16th Election District is bounded by and within Union st., Hoyt st., 2d st., Smith st., 1st place and Court st.

The 17th Election District is bounded by and within 1st place, Smith st., 2d st., Hoyt st., 3d st., Smith st., 4th place, Clinton st., 3d place and Court st.

The 18th Election District is bounded by and within 3d st., Hoyt st., 2d st., Bond st., 1st st., Gowanus Canal, 9th st. and Smith st.

The 19th Election District is bounded by and within 4th place, Smith st., Huntington st., Court st., Nelson st. and Clinton st.

The 20th Election District is bounded by and within 1st st., 4th ave., 8th st., 2d ave., 9th st. and Gowanus Canal.

Ninth Assembly District.

The 1st Election District is bounded by and within 39th st., 3d ave., 46th st., 4th ave., 47th st. and New York Bay.

The 2d Election District is bounded by and within 39th st., 4th ave., 44th st. and 3d ave.

The 3d Election District is bounded by and within 37th st., 5th ave., 43d st. and 4th ave.

The 4th Election District is bounded by and within 43d st., 5th ave., 45th st., 4th ave., 46th st., 3d ave., 44th st. and 4th ave.

The 5th Election District is bounded by and within 45th st., 5th ave., 50th st. and 4th ave.

The 6th Election District is bounded by and within 50th st., 5th ave., 54th st. and 4th ave.

The 7th Election District is bounded by and within 47th st., 4th ave., 51st st. and 3d ave.

The 8th Election District is bounded by and within 47th st., 3d ave., 51st st. and New York Bay.

The 9th Election District is bounded by and within 51st st., 3d ave., 54th st., 2d ave., 55th st. and New York Bay.

The 10th Election District is bounded by and within 51st st., 4th ave., 56th st. and 3d ave.

The 11th Election District is bounded by and within 54th st., 3d ave., 60th st., New York Bay, 55th st. and 2d ave.

The 12th Election District is bounded by and within 56th st., 4th ave., 60th st. and 3d ave.

The 13th Election District is bounded by and within 57th st., 6th ave., 60th st., 4th ave., 58th st. and 5th ave.

The 14th Election District is bounded by and within 57th st., 8th ave., 60th st. and 6th ave.

The 15th Election District is bounded by and within 55th st., 8th ave., 57th st. and 5th ave.

The 16th Election District is bounded by and within 54th st., 5th ave., 58th st. and 4th ave.

The 17th Election District is bounded by and within 53d st., 8th ave., 55th st. and 5th ave.

The 18th Election District is bounded by and within 51st st., 8th ave., 53d st. and 5th ave.

The 19th Election District is bounded by and within 48th st., 6th ave., 51st st. and 5th ave.

The 20th Election District is bounded by and within 43d st., 10th ave., 51st st., 6th ave., 48th st. and 7th ave.

The 21st Election District is bounded by and within 37th st., 10th ave., 43d st. and 7th ave.

The 22d Election District is bounded by and within 39th st., 12th ave., 40th st., 13th ave., 43d st. and 10th ave.

The 23d Election District is bounded by and within 43d st., 13th ave., 50th st. and 10th ave.

The 24th Election District is bounded by and within 50th st., 13th ave., 58th st., 8th ave., 51st st. and 10th ave.

The 25th Election District is bounded by and within 58th st., 12th ave., 60th st., 13th ave., 69th st. or Bay Ridge ave., 4th ave., Bay Ridge parkway or 67th st. and 8th ave.

The 26th Election District is bounded by and within 60th st., 8th ave., Bay Ridge parkway or 67th st. and 4th ave.

The 27th Election District is bounded by and within 60th st., 4th ave., 69th st. or Bay Ridge ave. and New York Bay.

The 28th Election District is bounded by and within 69th st. or Bay Ridge ave., 4th ave., 73d st., Narrows ave., 74th st. and New York Bay.

The 29th Election District is bounded by and within 69th st. or Bay Ridge ave., 13th ave., 72d st., 6th ave., 72d st. and 4th ave.

The 30th Election District is bounded by and within 72d st., 6th ave., 72d st., 13th ave., 74th st., Fort Hamilton ave., 75th st., 7th ave., 74th st. and 4th ave.

The 31st Election District is bounded by and within 74th st., 7th ave., 75th st., Fort Hamilton ave., 74th st., 13th ave., 79th st., 14th ave., 85th st. and Stewart ave.

The 32d Election District is bounded by and within 74th st., Stewart ave., 85th st. and 4th ave.

The 33d Election District is bounded by and within 73d st., 4th ave., 77th st., New York Bay, 74th st. and Narrows ave.

The 34th Election District is bounded by and within 77th st., 4th ave., 81st st. and New York Bay.

The 35th Election District is bounded by and within 81st st., 4th ave., 92d st., 3d ave., 92d st. and New York Bay.

The 36th Election District is bounded by and within 92d st., 3d ave., 92d st., 4th ave. and New York Bay.

The 37th Election District is bounded by and within 85th st., 14th ave., Benson ave., Bay 7th st., Cropsey ave., Bay 8th st., Gravesend and New York Bay, and 4th ave.

Tenth Assembly District.

The 1st Election District is bounded by and within Washington ave., Malbone st., Flatbush ave., Plaza, Prospect Park West, President st., 7th ave., Lincoln place, 8th ave., Flatbush ave., Sterling place, Underhill ave. and Lincoln place (Degraw st.).

The 2d Election District is bounded by and within Flatbush ave., 8th ave., Lincoln place, 6th ave. and Sterling place.

The 3d Election District is bounded by and within Carlton ave., Park place, Flatbush ave., Sterling place, 6th ave. and St. Marks ave.

The 4th Election District is bounded by and within 6th ave., Prospect place, 5th ave. and Flatbush ave.

The 5th Election District is bounded by and within 5th ave., St. Marks place, 4th ave. and Flatbush ave.

The 6th Election District is bounded by and within S. Portland ave., 6th ave., Flatbush ave. and Hanson place.

The 7th Election District is bounded by and within Vanderbilt ave., Dean st., Carlton ave., St. Marks ave., 6th ave. and Atlantic ave.

The 8th Election District is bounded by and within St. Marks ave., Carlton ave, Dean st. and Vanderbilt ave.

The 9th Election District is bounded by and within Vanderbilt ave., Park place, Carlton ave. and St. Marks ave.

The 10th Election District is bounded by and within Grand ave., Washington ave., Sterling place, Flatbush ave., Park place, Vanderbilt ave. and Prospect place.

The 11th Election District is bounded by and within Bergen st., Underhill ave., Prospect place and Vanderbilt ave.

The 12th Election District is bounded by and within Underhill ave., Bergen st., Washington ave., Dean st., Classon ave. and St. Marks ave.

The 13th Election District is bounded by and within Vanderbilt ave., Dean st., Underhill ave., Pacific st., Classon ave., Dean st., Washington ave. and Bergen st.

The 14th Election District is bounded by and within Atlantic ave., Grand ave., Pacific st., Underhill ave., Dean st. and Vanderbilt ave.

The 15th Election District is bounded by and within Lefferts place, St. James place, Atlantic ave. and Grand ave.

The 16th Election District is bounded by and within Waverly ave., Atlantic ave., Adelphi st., Greene ave., Clermont ave., Gates ave., Vanderbilt ave. and Greene ave.

The 17th Election District is bounded by and within Atlantic ave., Adelphi st., Greene ave., S. Oxford st., Hanson place and S. Portland ave.

The 18th Election District is bounded by and within S. Portland ave., Fulton st., S. Oxford st., Hanson place, St. Felix st. and Lafayette ave.

The 19th Election District is bounded by and within Fort Greene place, Lafayette ave., St. Felix st., Hanson place, Flatbush ave., Fulton st., Rockwell place and DeKalb ave.

The 20th Election District is bounded by and within DeKalb ave., S. Oxford st., Fulton st., S. Portland ave., Lafayette ave. and Fort Greene place.

The 21st Election District is bounded by and within DeKalb ave., Washington Park, Willoughby ave., Carlton ave., Greene ave. and S. Oxford st.

The 22d Election District is bounded by and within DeKalb ave., Waverly ave., Greene ave., Vanderbilt ave., Gates ave., Clermont ave., Greene ave. and Carlton ave.

The 23d Election District is bounded by and within Clermont ave., DeKalb ave., Carlton ave., Willoughby ave., Washington Park and Myrtle ave.

The 24th Election District is bounded by and within Park ave., Carlton ave., Myrtle ave. and Clermont ave.

The 25th Election District is bounded by and within Park ave., Waverly ave., Myrtle ave. and Clermont ave.

The 26th Election District is bounded by and within Clermont ave., DeKalb ave., Waverly ave., Willoughby ave., Washington ave., Park ave., Waverly ave. and Myrtle ave.

The 27th Election District is bounded by and within Hall st., Willoughby ave., Washington ave. and Park ave.

Eleventh Assembly District.

The 1st Election District is bounded by and within Park ave., Taaffe place, Willoughby ave. and Skillman st.

The 2d Election District is bounded by and within Bedford ave., DeKalb ave., Kent ave. and Willoughby ave.

The 3d Election District is bounded by and within Kent ave., Lafayette ave., Emerson place, De Kalb ave., Classon ave. and Willoughby ave.

The 4th Election District is bounded by and within Classon ave., DeKalb ave., Emerson place, Lafayette ave., Grand ave. and Willoughby ave.

The 5th Election District is bounded by and within Taaffe place (Graham st.), Willoughby ave., Grand ave. and Park ave.

The 6th Election District is bounded by and within Grand ave., Park ave., Hall st. and Willoughby ave.

The 7th Election District is bounded by and within Grand ave., Willoughby ave., Washington ave. and Greene ave.

The 8th Election District is bounded by and within Washington ave., Atlantic ave., Waverly ave. and Willoughby ave.

The 9th Election District is bounded by and within Grand ave., Greene ave., Washington ave. and Fulton st.

The 10th Election District is bounded by and within Grand ave., Lafayette ave., Classon ave., Quincy st., Downing st. and Gates ave.

The 11th Election District is bounded by and within Franklin ave., Lafayette ave., Classon ave. and Gates ave.

The 12th Election District is bounded by and within Bedford ave., Lexington ave., Franklin ave., Lafayette ave., Kent ave. and DeKalb ave.

The 13th Election District is bounded by and within Bedford ave., Lexington ave., Franklin ave. and Hancock st.

The 14th Election District is bounded by and within Franklin ave., Fulton st., Ormond place, Putnam ave., Irving place Gates ave., Downing st., Quincy st., Classon ave. and Gates ave.

The 15th Election District is bou by and within Irving place, Gates Grand ave., Fulton st., Washingto

Atlantic ave., St. James place, Lefferts place, Grand ave., Atlantic ave., Classon ave. and Putnam ave.

The 16th Election District is bounded by and within Bedford ave., Atlantic ave., Classon ave., Putnam ave., Ormond place, Fulton st., Franklin ave. and Hancock st.

The 17th Election District is bounded by and within Atlantic ave., Grand ave., Pacific st., Classon ave., Bergen st. and Franklin ave.

The 18th Election District is bounded by and within Bedford ave., St. Marks ave., Franklin ave. and Atlantic ave.

The 19th Election District is bounded by and within Bedford ave., St. Marks ave., Franklin ave. and Sterling place.

The 20th Election District is bounded by and within Franklin ave., Prospect place, Underhill ave., St. Marks ave., Classon ave. and Bergen st.

The 21st Election District is bounded by and within Franklin ave., Park place, Classon ave., Sterling place, Washington ave., Grand ave. and Prospect place.

The 22d Election District is bounded by and within Classon ave., Douglass st. (St. Johns place), Underhill ave. and Sterling place (Butler st.).

The 23d Election District is bounded by and within Franklin ave., St. Johns place, Classon ave. and Park place.

The 24th Election District is bounded by and within Bedford ave., Sterling place, Franklin ave. and Carroll st.

The 25th Election District is bounded by and within Franklin ave., Montgomery st., Washington ave., Degraw st., or Lincoln place, Underhill ave. and Douglass st. (St. Johns place).

Twelfth Assembly District.

The 1st Election District is bounded by and within 5th ave., Prospect place, 6th ave. and St. Johns place.

The 2d Election District is bounded by and within 5th ave., St. Johns place, 6th ave. and Union st.

The 3d Election District is bounded by and within 6th ave., Lincoln place, 7th ave. and President st.

The 4th Election District is bounded by and within 6th ave., President st., Prospect Park West, Carroll st., 7th ave. and Garfield place.

The 5th Election District is bounded by and within 5th ave., Union st., 6th ave. and Garfield place.

The 6th Election District is bounded by and within 5th ave., Garfield place, 6th ave. and 4th st.

The 7th Election District is bounded by and within 4th ave., Garfield place, 5th ave. and 6th st.

The 8th Election District is bounded by and within 5th ave., 4th st., 6th ave. and 8th st.

The 9th Election District is bounded by and within 6th ave., 2d st., 7th ave. and 5th st.

The 10th Election District is bounded by and within 7th ave., 2d st., 6th ave., 1st st., 8th ave. and 5th st.

The 11th Election District is bounded by and within 6th ave., Garfield place, 7th ave., Carroll st., Prospect Park West and 1st st.

The 12th Election District is bounded by and within 8th ave., 1st st., Prospect Park West, 6th st., 7th ave. and 5th st.

The 13th Election District is bounded by and within 8th ave., 6th st., Prospect Park West along Plaza to Flatbush ave., Flatbush ave., Ocean ave., Parkside ave., Coney Island ave., 15th st., Prospect Park West and 9th st.

The 14th Election District is bounded by and within 7th ave., 6th st., 8th ave. and 9th st.

The 15th Election District is bounded by and within 5th ave., 8th st., 6th ave., 5th st., 7th ave. and 9th st.

The 16th Election District is bounded by and within 4th ave., 6th st., 5th ave. and 10th st.

The 17th Election District is bounded by and within 5th ave., 9th st., 7th ave. and 11th st.

The 18th Election District is bounded by and within 7th ave., 9th st., Prospect Park West and 11th st.

The 19th Election District is bounded by and within 7th ave., 11th st., Prospect Park West and 13th st.

The 20th Election District is bounded by and within 5th ave., 11th st., 7th ave. and 13th st.

The 21st Election District is bounded by and within 4th ave., 10th st., 5th ave. and 15th st.

The 22d Election District is bounded by and within 5th ave., 13th st., 6th ave., 14th st., 7th ave. and 15th st.

The 23d Election District is bounded by and within 4th ave., 15th st., 6th ave., 16th st., Jackson place and Prospect ave.

The 24th Election District is bounded by and within 6th ave., 15th st., 8th ave., Prospect ave., Jackson place and 16th st.

The 25th Election District is bounded y and within 6th ave., 13th st., Prospect ark West, 15th st., 7th ave. and 14th st.

he 26th Election District is bounded nd within 8th ave., 15th st., Prospect West and Windsor place.

27th Election District is bounded by and within 8th ave., Windsor place, 11th ave. and Prospect ave.

The 28th Election District is bounded by and within 15th st., 11th ave., Windsor place and Prospect Park West.

Thirteenth Assembly District.

The 1st Election District is bounded by and within Humboldt st., Bayard st., Manhattan ave., Richardson st., Leonard st. and Driggs ave.

The 2d Election District is bounded by and within Leonard st., Skillman ave., Lorimer st., Conselyea st., Union ave. and Driggs ave.

The 3d Election District is bounded by and within Humboldt st., Jackson st., Manhattan ave., Withers st., Leonard st. and Richardson st.

The 4th Election District is bounded by and within Meeker ave., Newtown Creek, Parker st., Kingsland ave., Jackson st., Humboldt st., Richardson st. and Kingsland ave.

The 5th Election District is bounded by and within Kingsland ave., Parker st., Newtown Creek, Metropolitan ave., Morgan ave., Devoe st., Olive st., Metropolitan ave., Humboldt st. and Jackson st.

The 6th Election District is bounded by and within Humboldt st., Metropolitan ave., Manhattan ave., Conselyea st., Leonard st., Withers st., Manhattan ave. and Jackson st.

The 7th Election District is bounded by and within Graham ave., Powers st., Leonard st., Conselyea st., Manhattan ave. and Metropolitan ave.

The 8th Election District is bounded by and within Leonard st., Devoe st., Union ave., Conselyea st., Lorimer st. and Skillman ave.

The 9th Election District is bounded by and within Leonard st., Powers st., Lorimer st., Grand st., Union ave. and Devoe st.

The 10th Election District is bounded by and within Leonard st., Ten Eyck st., Union ave., Grand st., Lorimer st. and Powers st.

The 11th Election District is bounded by and within Graham ave., Ten Eyck st., Leonard st. and Powers st.

The 12th Election District is bounded by and within Grand st., Bushwick ave., Ten Eyck st. and Graham ave.

The 13th Election District is bounded by and within Bushwick ave., Grand st., Graham ave. and Metropolitan ave.

The 14th Election District is bounded by and within Metropolitan ave., Olive st., Grand st. and Bushwick ave.

The 15th Election District is bounded by and within Grand st., Olive st., Devoe st., Morgan ave., Metropolitan ave., Newtown Creek, Scholes st., Bogart st., Meadow st., Waterbury st., Ten Eyck st. and Bushwick ave.

The 16th Election District is bounded by and within Queens County line, Flushing ave., Johnson ave., Morgan ave., Ingraham st., Bogart st., Boerum st., Bushwick place, Montrose ave., Bushwick ave., Ten Eyck st., Waterbury st., Meadow st., Bogart st. and Scholes st.

The 17th Election District is bounded by and within Morgan ave., Thames st. Vandervoort place, Noll st., Hamburg ave., Flushing ave., Forest st., Central ave., Flushing ave., Bushwick ave., Cook st., White st., Boerum st., Bogart st. and Ingraham st.

The 18th Election District is bounded by and within Johnson ave., Flushing ave., Melrose st., Knickerbocker ave., Flushing ave., Vandervoort place, Thames st. and Morgan ave.

Fourteenth Assembly District

The 1st Election District is bounded by and within Grand st., Wythe ave., S. 3d st., Berry st., Broadway and East River.

The 2d Election District is bounded by and within Grand st., Berry st., S. 1st st., Bedford ave., S. 3d st. and Wythe ave.

The 3d Election District is bounded by and within S. 3d st., Havemeyer st., Broadway and Berry st.

The 4th Election District is bounded by and within Grand st., Driggs ave., S. 2d st., Roebling st., S. 3d st., Bedford ave., S. 1st st. and Berry st.

The 5th Election District is bounded by and within Grand st., Rodney st., S. 1st st., Marcy ave., S. 2d st., Havemeyer st., S. 3d st., Roebling st., S. 2d st. and Driggs ave.

The 6th Election District is bounded by and within S. 2d st., Rodney st., Grand st., Keap st. and Union ave.

The 7th Election District is bounded by and within Grand st., Havemeyer st., Metropolitan ave., Marcy ave., Ainslie st., Rodney st., Metropolitan ave. and Keap st.

The 8th Election District is bounded by and within Grand st., Havemeyer st., N. 4th st., Roebling st., N. 5th st. and Bedford ave.

The 9th Election District is bounded by and within Grand st., Bedford ave., N. 4th st. and East River.

The 10th Election District is bounded by and within East River, Bushwick Creek, N. 14th st., Berry st., N. 9th st., Wythe ave., N. 7th st., Bedford ave. and N. 4th st.

The 11th Election District is bounded by and within Rodney st., Ainslie st., Marcy ave., Metropolitan ave., N. 4th st., Roebling st., N. 5th st., Bedford ave., N. 7th st., Driggs ave., N. 6th st. and Metropolitan ave.

The 12th Election District is bounded by and within Union ave., Roebling st., N. 8th st., Bedford ave., N. 7th st., Driggs ave., N. 6th st. and Metropolitan ave.

The 13th Election District is bounded by and within Bedford ave., N. 7th st., Wythe ave. and N. 9th st.

The 14th Election District is bounded by and within Union ave., Roebling st., N. 8th st., Bedford ave., N. 9th st., Berry st. and N. 12th st.

The 15th Election District is bounded by and within Oak st., Franklin st., Calyer st., Guernsey st., Norman ave., Lorimer st., Driggs ave., Union ave., N. 12th st., Berry st., N. 14th st., Bushwick Creek and East River.

The 16th Election District is bounded by and within Leonard st., Driggs ave., Lorimer st. and Norman ave.

The 17th Election District is bounded by and within Noble st., Manhattan ave., Norman ave., Guernsey st., Calyer st. and Lorimer st.

The 18th Election District is bounded by and within Oak st., Franklin st., Calyer st., Lorimer st., Noble st., Franklin st., India st. and East River.

Fifteenth Assembly District.

The 1st Election District is bounded by and within Manhattan ave., Meeker ave., Kingsland ave. and Richardson st.

The 2d Election District is bounded by and within Manhattan ave., Bayard st., Humboldt st., Engert ave., N. Henry st., Driggs ave., Kingsland ave. and Meeker ave.

The 3d Election District is bounded by and within Kingsland ave., Driggs ave., Russell st., Nassau ave., Sutton st., Driggs ave. and Meeker ave.

The 4th Election District is bounded by and within Humboldt st., Driggs ave., Diamond st., Nassau ave., Russell st., Driggs ave., N. Henry st. and Engert ave.

The 5th Election District is bounded by and within Russell st., Norman ave., Sutton st. and Nassau ave.

The 6th Election District is bounded by and within Driggs ave., Sutton st., Norman ave., Russell st., Calyer st., Vail st., Newtown Creek and Meeker ave.

The 7th Election District is bounded by and within Diamond st., Calyer st., Russell st. and Nassau ave.

The 8th Election District is bounded by and within Newell st., Meserole ave., Oakland st., Calyer st., Diamond st. and Driggs ave.

The 9th Election District is bounded by and within Leonard st., Nassau ave., Newell st. and Driggs ave.

The 10th Election District is bounded by and within Leonard st., Norman ave., Newell st. and Nassau ave.

The 11th Election District is bounded by and within Manhattan ave., Calyer st., Leonard st., Meserole ave., Newell st. and Norman ave.

The 12th Election District is bounded by and within Leonard st., Calyer st., Manhattan ave., Greenpoint ave., Oakland st. and Meserole ave.

The 13th Election District is bounded by and within Franklin st., Kent st., Manhattan ave. and Noble st.

The 14th Election District is bounded by and within Oakland st., Greenpoint ave., Manhattan ave., Java st., Greenpoint ave., Newtown Creek, Vail st. and Calyer st.

The 15th Election District is bounded by and within Manhattan ave., Kent st., Franklin st., India st., Oakland st. and Java st.

The 16th Election District is bounded by and within Oakland st., India st., Manhattan ave., Greene st., Oakland st., Freeman st., Provost st., Paidge ave., Ranton st., Newtown Creek, Greenpoint ave. and Java st.

The 17th Election District is bounded by and within East River, Newtown Creek, West st., Greene st., Manhattan ave. and India st.

The 18th Election District is bounded by and within West st., Newtown Creek, Pink st., Franklin st., Eagle st., Manhattan ave. and Greene st.

The 19th Election District is bounded by and within Manhattan ave., Eagle st., Franklin st., Dupont st., Oakland st., Eagle st., Provost st., Freeman st., Oakland st. and Greene st.

The 20th Election District is bounded by and within Oakland st., Dupont st., Franklin st., Pink st., Newtown Creek, Ranton st., Paidge ave., Provost st. and Eagle st.

Sixteenth Assembly District.

The 1st Election District is bounded by and within Gravesend Bay, Gravesend Ship Canal, W. 19th st. and Atlantic Ocean.

The 2d Election District is bounded by and within Gravesend Ship Canal, Stillwell ave., Surf ave., West 10th st., Atlantic Ocean and W. 19th st.

The 3d Election District is bounded by and within Gravesend Ship Canal, West 3d st., Sheepshead Bay road, West 5th Atlantic Ocean, W. 10th st., Surf a and Stillwell ave.

The 4th Election District is bounded by and within Gravesend Ship Canal, Ocean parkway, Canal ave., Coney Island ave., Atlantic Ocean, W. 5th st., Sheepshead Bay road and W. 3d st.

The 5th Election District is bounded by and within Ocean ave., Gravesend Neck road, Gerritsen ave., Avenue T to Gerritsen's Mill Pond, and thence along the waters of Gerritsen Creek to the waters of Sheepshead Bay, Jamaica Bay, Atlantic Ocean, Coney Island ave., Canal ave. and Emmons ave.

The 6th Election District is bounded by and within Gravesend Neck road, Ocean ave., Emmons ave., Canal ave. and Ocean parkway.

The 7th Election District is bounded by and within Gravesend Ship Canal, W. 9th st., Avenue W, Stillwell ave., Avenue U and Ocean parkway.

The 8th Election District is bounded by and within Avenue S, Gerritsen ave., Avenue S, Gerritsen's Mill Pond, Avenue T, Gerritsen ave., Gravesend Neck road and Ocean parkway.

The 9th Election District is bounded by and within Kings Highway to the line of division between 31st and 32d Wards, Nostrand ave., Gerritsen ave., Avenue S and Ocean parkway.

The 10th Election District is bounded by and within boundary lines of 31st and 32d Wards, to Gerritsen Basin, Avenue S, Gerritsen ave. and Nostrand ave.

The 11th Election District is bounded by and within Avenue I, Flatbush ave., E. 34th st., Avenue J, Schenectady ave., Flatbush ave., Avenue R, boundary lines of 31st and 32d Wards, Nostrand ave., Flatlands ave., Avenue O, E. 25th st., Avenue L and boundary lines of 31st and 32d Wards.

The 12th Election District is bounded by and within Avenue L, E. 25th st., Avenue O, Flatlands ave., Nostrand ave. and boundary lines of 31st and 32d Wards.

The 13th Election District is bounded by and within Avenue L, line of division between the 31st and 32d Wards, Kings Highway and Coney Island ave.

The 14th Election District is bounded by and within Foster ave., boundary lines of 31st and 32d Wards, Avenue L, Coney Island ave., Avenue J, 22d ave. and Ocean parkway.

The 15th Election District is bounded by and within Avenue J, Coney Island ave., Kings Highway, Gravesend ave. and 22d ave.

The 16th Election District is bounded by and within Stillwell ave., 86th st., 23d ave., 78th st., Bay parkway, Gravesend ave., Avenue R, Kings Highway, Ocean parkway and Avenue U.

The 17th Election District is bounded by and within 23d ave., 86th st., Sillwell ave., Avenue W, W. 9th st., Gravesend Ship Canal and Gravesend Bay.

The 18th Election District is bounded by and within 20th ave., Benson ave., 23d ave. and Gravesend Bay.

The 19th Election District is bounded by and within 20th ave., 80th st., 23d ave. and Benson ave.

The 20th Election District is bounded by and within 18th ave., 86th st., 20th ave. and Gravesend Bay.

The 21st Election District is bounded by and within 17th ave., 80th st., 20th ave., 86th st., 18th ave. and Benson ave.

The 22d Election District is bounded by and within Bay 8th st., Cropsey ave., Bay 7th st., Benson ave., 18th ave. and Gravesend Bay.

The 23d Election District is bounded by and within 14th ave., 80th st., 17th ave. and Benson ave.

The 24th Election District is bounded by and within 80th st., 14th ave., 79th st., 13th ave., 73d st., New Utrecht ave., 75th st. and 18th ave.

The 25th Election District is bounded by and within 13th ave., 67th st., New Utrecht ave. and 73d st.

The 26th Election District is bounded by and within 68th st., Bay parkway, 78th st., 23d ave., 80th st., 18th ave., 75th st. and New Utrecht ave.

The 27th Election District is bounded by and within 58th st., Bay parkway, 68th st. and New Utrecht ave.

The 28th Election District is bounded by and within 58th st., New Utrecht ave., 67th st., 13th ave., 60th st. and 12th ave.

The 29th Election District is bounded by and within 13th ave., 51st st., 15th ave. and 58th st.

The 30th Election District is bounded by and within 41st st., 14th ave., 42d st., 15th ave., 51st st. and 13th ave.

The 31st Election District is bounded by and within Church ave., West st., 18th ave., 45th st., 17th ave., 44th st., 16th ave., 43d st., 15th ave., 42d st. and 14th ave.

The 32d Election District is bounded by and within 18th ave., 58th st., 15th ave., 43d st., 16th ave., 44th st., 17th ave. and 45th st.

The 33d Election District is bounded by and within 18th ave., Gravesend ave., Foster ave., Ocean parkway, 22d ave. and 58th st.

The 34th Election District is bounded by and within Avenue E or Ditmas ave., Ocean parkway, Foster ave., Gravesend ave., 18th ave. and E. 2d st.

The 35th Election District is bounded by and within Avenue E, or Ditmas ave., Coney Island ave., Foster ave. and Ocean parkway.

The 36th Election District is bounded by and within Beverley road, Coney Island ave., Avenue E, or Ditmas ave., and Ocean parkway.

The 37th Election District is bounded by and within Ocean parkway, Avenue E, or Ditmas ave., E. 3d st. and Church ave.

The 38th Election District is bounded by and within Church ave., E. 3d st., Avenue E, or Ditmas ave., E. 2d st., 18th ave. and West st.

The 39th Election District is bounded by and within Gravesend ave., Albemarle road, E. 4th st., Church ave., 14th ave., 41st st., 13th ave., 40th st., 12th ave., 39th st., 10th ave., 37th st. and Fort Hamilton ave.

The 40th Election District is bounded by and within Caton ave., Ocean parkway, Church ave., E. 4th st., Albemarle road and Gravesend ave.

The 41st Election District is bounded by and within Fort Hamilton parkway, E. 8th st., or Poplar st., Johnson st., Coney Island ave., Beverley road and Ocean parkway.

The 42d Election District is bounded by and within Greenwood ave., Prospect ave., Ocean parkway, Caton ave. and Gravesend ave.

The 43d Election District is bounded by and within Terrace place, Prospect ave., Greenwood ave. and Gravesend ave.

The 44th Election District is bounded by and within 11th ave., 15th st., Coney Island ave., Vanderbilt st. and Prospect ave.

The 45th Election District is bounded by and within Terrace place, or boundary lines of 22d and 29th Wards, 11th ave. and Prospect ave.

Seventeenth Assembly District.

The 1st Election District is bounded by and within Albany ave., Atlantic ave., Schenectady ave., Pacific st., Utica ave. and Bergen st.

The 2d Election District is bounded by and within Kingston ave., Fulton st., Schenectady ave., Atlantic ave., Albany ave. and Herkimer st.

The 3d Election District is bounded by and within New York ave., Fulton st., Kingston ave., Herkimer st., Albany ave. and Atlantic ave.

The 4th Election District is bounded by and within Bedford ave., Atlantic ave., New York ave. and Dean st.

The 5th Election District is bounded by and within Bedford ave., Fulton st., New York ave. and Atlantic ave.

The 6th Election District is bounded by and within Halsey st., Throop ave., McDonough st., Tompkins ave., Fulton st. and Marcy ave.

The 7th Election District is bounded by and within Marcy ave., Monroe st., Tompkins ave. and Halsey st.

The 8th Election District is bounded by and within Bedford ave., Halsey st., Marcy ave. and Fulton st.

The 9th Election District is bounded by and within Bedford ave., Hancock st., Nostrand ave., Jefferson ave., Marcy ave. and Halsey st.

The 10th Election District is bounded by and within Bedford ave., Putnam ave., Marcy ave., Jefferson ave., Nostrand ave. and Hancock st.

The 11th Election District is bounded by and within Nostrand ave., Gates ave., Marcy ave. and Putnam ave.

The 12th Election District is bounded by and within Bedford ave., Quincy st., Nostrand ave. and Putnam ave.

The 13th Election District is bounded by and within Bedford ave., Lexington ave., Marcy ave., Gates ave., Nostrand ave. and Quincy st.

The 14th Election District is bounded by and within Nostrand ave., Lafayette ave., Marcy ave. and Lexington ave.

The 15th Election District is bounded by and within Bedford ave., Lafayette ave., Nostrand ave. and Lexington ave.

The 16th Election District is bounded by and within Marcy ave., Lafayette ave., Tompkins ave. and Monroe st.

The 17th Election District is bounded by and within Lafayete ave., Throop ave., Lexington ave. and Tompkins ave.

The 18th Election District is bounded by and within Lafayete ave., Lewis ave., Greene ave. and Throop ave.

The 19th Election District is bounded by and within Greene ave., Lewis ave., Quincy st. and Throop ave.

The 20th Election District is bounded by and within Throop ave., Quincy st. Lewis ave. and Monroe st.

The 21st Election District is bounded by and within Lexington ave., Throop ave., Madison st. and Tompkins ave.

The 22d Election District is bounded by and w[illegible] Madison st., Throop ave., Halsey st [illegible] Tompkins ave.

The 2[illegible]ion District is bounded by and within Throop ave., Monroe st., Sumner ave. and Hancock st.

The 24th Election District is bounded by and within Monroe st., Lewis ave., Halsey st. and Sumner ave.

The 25th Election District is bounded by and within Hancock st., Sumner ave., Halsey st., Lewis ave., McDonough st. and Throop ave.

Eighteenth Assembly District.

The 1st Election District is bounded by and within Dean st., New York ave., Park place, Nostrand ave., Prospect place, Bedford ave., Bergen st. and Rogers ave.

The 2d Election District is bounded by and within Prospect place, Nostrand ave., Sterling place and Bedford ave.

The 3d Election District is bounded by and within Sterling place, Nostrand ave., St. Johns place, New York ave., Lincoln place, Nostrand ave., Eastern parkway and Rogers ave.

The 4th Election District is bounded by and within Park place, New York ave., St. Johns place and Nostrand ave.

The 5th Election District is bounded by and within Atlantic ave., Brooklyn ave., St. Johns place and New York ave.

The 6th Election District is bounded by and within Atlantic ave., Albany ave., Bergen st. and Brooklyn ave.

The 7th Election District is bounded by and within Bergen st., Schenectady ave., St. Marks ave., Troy ave., Prospect place and Brooklyn ave.

The 8th Election District is bounded by and within St. Marks ave., Schenectady ave., St. Johns place and Troy ave.

The 9th Election District is bounded by and within Bergen st., Utica ave., St. Johns place and Schenectady ave.

The 10th Election District is bounded by and within Sterling place, Troy ave., St. Johns place, Utica ave., boundary lines of the 24th and 29th Wards and Albany ave.

The 11th Election District is bounded by and within Prospect place, Troy ave., Sterling place and Kingston ave.

The 12th Election District is bounded by and within Prospect place, Kingston ave., Sterling place, Albany ave., Lincoln place, Kingston ave., St. Johns place and Brooklyn ave.

The 13th Election District is bounded by and within Lincoln place, Albany ave., boundary lines of the 24th and 29th Wards. Malbone st. and Kingston ave.

The 14th Election District is bounded by and within St. Johns place, Kingston ave., Malbone st. and New York ave.

The 15th Election District is bounded by and within Sterling place, Rogers ave., Eastern parkway, Nostrand ave., Lincoln place, New York ave., boundary lines of the 24th and 29th Wards, and lines of the 9th and 29th Wards, Franklin ave., Carroll st. and Bedford ave.

The 16th Election District is bounded by and within boundary lines of the 9th and 29th Wards and lines of the 24th and 29th Wards, Bedford ave., Hawthorne st., Flatbush ave., Parkside ave., Ocean ave., Malbone st. and Washington ave.

The 17th Election District is bounded by and within Hawthorne st., Nostrand ave., Lenox road and Flatbush ave.

The 18th Election District is bounded by and within Maple st., Nostrand ave., Hawthorne st. and Bedford ave.

The 19th Election District is bounded by and within the boundary lines of the 24th and 29th Wards, Rogers ave., Maple st. and Bedford ave.

The 20th Election District is bounded by and within boundary lines of the 24th and 29th Wards, Nostrand ave., Maple st. and Rogers ave.

The 21st Election District is bounded by and within boundary lines of the 24th and 29th Wards, New York ave., Canarsie road, Hawthorne st. and Nostrand ave.

The 22d Election District is bounded by and within boundary lines of the 24th and 29th Wards, Utica ave., Winthrop st. and New York ave.

The 23d Election District is bounded by and within Winthrop st., Utica ave., Church ave., E. 49th st., Snyder ave., Schenectady ave., Canarsie lane, Clove or Canarsie road, Snyder ave., E. 37th st., Clarkson st. and New York ave.

The 24th Election District is bounded by and within Hawthorne st., Canarsie road, New York ave., Clarkson st., E. 37th st., Church ave. and Nostrand ave.

The 25th Election District is bounded by and within Lenox road, Nostrand ave., Martense st. and Flatbush ave.

The 26th Election District is bounded by and within Martense st., Nostrand ave., Snyder ave. and Flatbush ave.

The 27th Election District is bounded by and within Parkside ave., Flatbush ave., Albemarle road, E. 16th st. or Buckingham road, Caton ave. and Parade place.

The 28th Election District is bounded by and within Vanderbilt st., Coney Island ave., Parkside ave., Parade place, Caton ave., Johnson st., Poplar st., Fort Hamilton parkway and Prospect ave.

The 29th Election District is bounded by and within Caton ave., E. 16th st. or Buckingham road, Albemarle road, Westminster road, Cortelyou road and Coney Island ave.

The 30th Election District is bounded by and within Cortelyou road or Avenue C, E. 16th st. or Buckingham road, Foster ave. and Coney Island ave.

The 31st Election District is bounded by and within Dorchester road or Avenue D, Flatbush ave., Foster ave. and E. 16th st. or Buckingham road.

The 32d Election District is bounded by and within Beverley road, Flatbush ave., Dorchester road or Avenue D, and E. 16th st. or Buckingham road.

The 33d Election District is bounded by and within Albemarle road, Flatbush ave., Beverley road, E. 16th st. or Buckingham road, Cortelyou road and Westminster road.

The 34th Election District is bounded by and within Snyder ave., Rogers ave., Beverley road and Flatbush ave.

The 35th Election District is bounded by and within Beverley road, Rogers ave., Foster ave. and Flatbush ave.

The 36th Election District is bounded by and within Beverley road, E. 31st st., Foster ave. and Rogers ave.

The 37th Election District is bounded by and within Church ave., E. 37th st., Snyder ave., Canarsie road, Beverley road, Rogers ave., Snyder ave. and Nostrand ave.

The 38th Election District is bounded by and within Beverley road, Clove or Canarsie road, Canarsie lane, Schenectady ave., Glenwood road, E. 45th st., boundary lines of the 29th and 32d Wards and E. 31st st.

The 39th Election District is bounded by and within Flatbush ave., Foster ave., boundary lines of the 29th and 32d Wards, E. 32d st. and Glenwood road.

The 40th Election District is bounded by and within boundary lines of the 29th and 32d Wards, Glenwood road, Schenectady ave., Avenue J, E. 34th st., Avenue G or Glenwood road and E. 32d st.

The 41st Election District is bounded by and within Avenue G, Flatbush ave., Glenwood road, E. 34th st., Flatbush ave., Avenue I and E. 23d st. (Delamere place).

The 42d Election District is bounded by and within Foster ave., Flatbush ave., Avenue G and E. 23d st. (Delamere place).

The 43d Election District is bounded by and within Foster ave., E. 23d st. (Delamere place), Avenue I and E. 17th st.

Nineteenth Assembly District.

The 1st Election District is bounded by and within Boerum st., White st., Cook st., Bushwick ave., Flushing ave., Morrell st., Moore st. and Bushwick ave.

The 2d Election District is bounded by and within Noll st., Bushwick ave., Arion place, Broadway, Park st., Beaver st., Flushing ave. and Bremen st.

The 3d Election District is bounded by and within Flushing ave., Central ave., Troutman st., Evergreen ave., Noll st. and Bremen st.

The 4th Election District is bounded by and within Troutman st., Bushwick ave., Noll st. and Evergreen ave.

The 5th Election District is bounded by and within Willoughby ave., Broadway, Arion place and Bushwick ave.

The 6th Election District is bounded by and within Suydam st., Bushwick ave., Troutman st., Evergreen ave., Troutman st. and Central ave.

The 7th Election District is bounded by and within Cedar st., Bushwick ave., Suydam st. and Central ave.

The 8th Election District is bounded by and within DeKalb ave., Broadway, Willoughby ave., Bushwick ave., Cedar st. and Myrtle ave.

The 9th Election District is bounded by and within Central ave, Suydam st., Hamburg ave., Hart st., Knickerbocker ave. and DeKalb ave.

The 10th Election District is bounded by and within Suydam st., Irving ave., Hart st. and Hamburg ave.

The 11th Election District is bounded by and within Suydam st., Central ave., Starr st. and Irving ave.

The 12th Election District is bounded by and within Central ave., Troutman st., Irving ave. and Starr st.

The 13th Election District is bounded by and within Jefferson st., Knickerbocker ave.; Troutman st. and Central ave.

The 14th Election District is bounded by and within Forrest st., Flushing ave., Hamburg ave., Noll st., Flushing ave. Knickerbocker ave., George st., Hamburg ave., Jefferson st. and Central ave.

The 15th Election District is bounded by and within Jefferson st., Hamburg ave., George st., Knickerbocker ave., Flushing ave. and the boundary line of Kings and Queens counties.

The 16th Election District is bounded by and within Knickerbocker ave., Jefferson st., boundary lines of Kings and Queens counties, Starr st., Irving ave. and Troutman st.

The 17th Election District is bounded by and within Irving ave., Starr st., the boundary lines of Kings and Queens counties, DeKalb ave., Wyckoff ave. and Willoughby ave.

The 18th Election District is bounded by [illegible] within Knickerbocker ave., Hart st., Irving ave., Willoughby ave., Wyckoff ave. and DeKalb ave.

The 19th Election District is bounded by and within Stockholm st., Hamburg ave., DeKalb ave. and the boundary lines of Kings and Queens counties.

The 20th Election District is bounded by and within Harman st., Wyckoff ave., Himrod st., Irving ave., Stockholm st., the boundary lines of Kings and Queens counties, Stanhope st. and St. Nicholas ave.

The 21st Election District is bounded by and within Himrod st., Myrtle ave., Hamburg ave., Stockholm st., Irving ave., Stanhope st. and Knickerbocker ave.

The 22d Election District is bounded by and within Harman st., Knickerbocker ave., Stanhope st. and Irving ave.

Twentieth Assembly District.

The 1st Election District is bounded by and within Bushwick ave., Moffat st., Broadway and Covert st.

The 2d Election District is bounded by and within Evergreen ave., Moffat st., Bushwick ave. and Covert st.

The 3d Election District is bounded by and within Bushwick ave., Covert st., Broadway and Wierfield st.

The 4th Election District is bounded by and within Evergreen ave., Covert st., Bushwick ave. and Jefferson ave.

The 5th Election District is bounded by and within Central ave., Hancock st., Evergreen ave. and Madison st.

The 6th Election District is bounded by and within Evergreen ave., Jefferson ave., Bushwick ave. and Woodbine st.

The 7th Election District is bounded by and within Bushwick ave., Wierfield st., Broadway and Madison st.

The 8th Election District is bounded by and within Bushwick ave., Madison st., Broadway and Grove st.

The 9th Election District is bounded by and within Evergreen ave., Woodbine st., Bushwick ave. and Linden st.

The 10th Election District is bounded by and within Central ave., Madison st., Evergreen ave. and Linden st.

The 11th Election District is bounded by and within Central ave., Linden st., Bushwick ave., Grove st., Evergreen ave. and Ralph st.

The 12th Election Distrist is bounded by and within Bushwick ave., Bleecker st., Evergreen ave., Grove st., Broadway and Lafayette ave.

The 13th Election District is bounded by and within Evergreen ave., Bleecker st., Bushwick ave., Lafayette ave., Broadway, Kosciusko st., Bushwick ave. and Stockholm st.

The 14th Election District is bounded by and within Hamburg ave., Stockholm st., Bushwick ave., Kosciusko st., Broadway, DeKalb ave., Bushwick ave., DeKalb ave., Myrtle ave., Cedar st., Central ave. and DeKalb ave.

The 15th Election District is bounded by and within Hamburg ave., Harman st., Central ave., Stanhope st., Evergreen ave. and Stockholm st.

The 16th Election District is bounded by and within Central ave., Greene ave., Evergreen ave. and Stanhope st.

The 17th Election District is bounded by and within Hamburg ave., Bleecker st., Evergreen ave., Greene ave., Central ave. and Harman st.

The 18th Election District is bounded by and within Hamburg ave., Linden st., Central ave., Ralph st., Evergreen ave. and Bleecker st.

The 19th Election District is bounded by and within Knickerbocker ave., Linden st., Hamburg ave. and Bleecker st.

The 20th Election District is bounded by and within Irving ave., Greene ave., Knickerbocker ave., Bleecker st., Hamburg ave., Himrod st., Knickerbocker ave. and Harman st.

The 21st Election District is bounded by and within Irving ave., Grove st., Wyckoff ave., Linden st., Knickerbocker ave. and Bleecker st.

The 22d Election District is bounded by and within St. Nicholas ave., Ralph st., Wyckoff ave., Grove st., Irving ave. and Bleecker st.

The 23d Election District is bounded by and within Queens County line, Bleecker st., Wyckoff ave., Harman st., St. Nicholas ave. and Stanhope st.

The 24th Election District is bounded by and within Wyckoff ave., Bleecker st., Knickerbocker ave., Greene ave., Irving ave. and Himrod st.

Twenty-first Assembly District.

The 1st Election District is bounded by and within S. 2d st., Union ave., S. 4th st. and Rodney st.

The 2d Election District is bounded by and within S. 4th st., Hewes st., S. 5th st., Hooper st.. Broadway and Rodney st.

The 3d Election District is bounded by and within Ten Eyck st., Lorimer st., Montrose ave., S. 5th st., Hewes st., S. 4th st. and Union ave.

The 4th Election District is bounded by and within Ten Eyck st., Leonard st., Johnson ave., Broadway. Hooper st., S 5th st., Montrose ave. and Lorimer st.

The 5th Election District is bounded by and within Ten Eyck st., Graham ave., Meserole st. and Leonard st.

The 6th Election District is bounded by and within Ten Eyck st., Bushwick ave., Meserole st., Humboldt st., Montrose ave. and Graham ave.

The 7th Election District is bounded by and within Meserole st., Bushwick ave., Montrose ave., Bushwick place, Boerum st., Bushwick ave., Moore st. and Humboldt st.

The 8th Election District is bounded by and within Meserole st., Graham ave., Montrose ave., Humboldt st., McKibbin st., Manhattan ave., Johnson ave. and Leonard st.

The 9th Election District is bounded by and within Johnson ave., Manhattan ave., Moore st. and Broadway.

The 10th Election District is bounded by and within McKibbin st., Humboldt st., Moore st., Morrell st., Cook st., Humboldt st., Varet st., Broadway, Moore st. and Manhattan ave.

The 11th Election District is bounded by and within Varet st., Humboldt st., Cook st., Morrell st., Flushing ave., Beaver st., Park st. and Broadway.

The 12th Election District is bounded by and within Gerry st., Broadway, Flushing ave. and Harrison ave.

The 13th Election District is bounded by and within Lorimer st., Broadway, Gerry st. and Harrison ave.

The 14th Election District is bounded by and within Hooper st., Broadway, Lorimer st. and Harrison ave.

Twenty-second Assembly District.

The 1st Election District is bounded by and within Bleecker st., Queens County line, Palmetto st., Irving ave., Linden st., Wyckoff ave., Ralph st. and St. Nicholas ave.

The 2d Election District is bounded by and within Palmetto st., Queens County line, Putnam ave., Knickerbocker ave., Linden st. and Irving ave.

The 3d Election District is bounded by and within Linden st., Knickerbocker ave., Palmetto st. and Central ave.

The 4th Election District is bounded by and within Palmetto st., Hamburg ave., Putnam ave. and Central ave.

The 5th Election District is bounded by and within Palmetto st., Knickerbocker ave., Cornelia st. and Hamburg ave.

The 6th Election District is bounded by and within Putnam ave., Queens County line, Jefferson ave., Central ave., Putnam ave., Hamburg ave., Cornelia st. and Knickerbocker ave.

The 7th Election District is bounded by and within Jefferson ave., Queens County line, Weirfield st., Knickerbocker ave., Hancock st. and Central ave.

The 8th Election District is bounded by and within Hancock st., Knickerbocker ave., Weirfield st., Queens County line, Halsey st. and Central ave.

The 9th Election District is bounded by and within Halsey st., Queens County line, Schaeffer st. and Hamburg ave.

The 10th Election District is bounded by and within Schaeffer st., Queens County line, Decatur st. and Central ave.

The 11th Election District is bounded by and within Halsey st., Hamburg ave., Schaeffer st. and Central ave.

The 12th Election District is bounded by and within Hancock st., Central ave., Covert st. and Evergreen ave.

The 13th Election District is bounded by and within Covert st., Central ave., Cooper st, and Evergreen ave.

The 14th Election District is bounded by and within Cooper st., Hamburg ave., boundary line of Evergreens Cemetery, Granite st. and Evergreen ave.

The 15th Election District is bounded by and within Decatur st., Queens County line, boundary line of Evergreens Cemetery, Hamburg ave., Cooper st. and Central ave.

The 16th Election District is bounded by and within Moffat st., Evergreen ave., Granite st., boundary line of Evergreens Cemetery to Bushwick ave. and Bushwick ave.

The 17th Election District is bounded by and within Stewart st., Bushwick ave., Pennsylvania ave., Fulton st., Alabama ave. and Broadway.

The 18th Election District is bounded by and within Miller ave., Fulton st., Pennsylvania ave., Bushwick ave. and boundary line of Queens County.

The 19th Election District is bounded by and within Miller ave., Queens County line, Warwick st. and Fulton st.

The 20th Election District is bounded by and within Warwick st., Queens County line, Linwood st., Jamaica ave., Essex st. and Fulton st.

The 21st Election District is bounded by and within the boundary lines of Kings and Queens counties, Force Tube ave., Jamaica ave., Hale ave., Fulton st., Essex st., Jamaica ave. and Linwood st.

The 22d Election District is bounded by and within the boundary lines of Kings and Queens counties, Cypress Hills road, Jamaica ave., Euclid ave., Ridgewood ave., Hale ave., Jamaica ave. and Force Tube ave.

The 23d Election District is bounded by and within Ridgewood ave., Euclid ave., Atlantic ave., Logan st., Fulton st. and Hale ave.

The 24th Election District is bounded by and within Jamaica ave., Crescent st., Atlantic ave. and Euclid ave.

The 25th Election District is bounded by and within boundary lines of Kings and Queens counties, Jamaica ave., Railroad ave., Glen st., Crescent st., Jamaica ave. and Cypress Hills road.

The 26th Election District is bounded by and within Jamaica ave., boundary lines of Kings and Queens counties, Ridgewood ave. and Railroad ave.

The 27th Election District is bounded by and within Ridgewood ave., boundary lines of Kings and Queens counties, Atlantic ave. and Railroad ave.

The 28th Election District is bounded by and within Atlantic ave., boundary lines of Kings and Queens counties, Glenmore ave. and Railroad ave.

The 29th Election District is bounded by and within Atlantic ave., Crescent st., Glen st., Railroad ave., Glenmore ave. and Euclid ave.

The 30th Election District is bounded by and within Atlantic ave., Euclid ave., Glenmore ave. and Logan st.

The 31st Election District is bounded by and within Fulton st., Logan st., Glenmore ave., Shepherd ave., Atlantic ave. and Shepherd ave.

The 32d Election District is bounded by and within Fulton st., Shepherd ave., Atlantic ave., Shepherd ave., Glenmore ave., Cleveland st., Atlantic ave. and Cleveland st.

The 33d Election District is bounded by and within Fulton st., Cleveland st., Atlantic ave., Cleveland st., Glenmore ave., Warwick st., Pitkin ave. and Barbey st.

The 34th Election District is bounded by and within Fulton st., Barbey st., Pitkin ave., Hendrix st., Glenmore ave. and Miller ave.

The 35th Election District is bounded by and within Fulton st., Miller ave., Glenmore ave. and Pennsylvania ave.

The 36th Election District is bounded by and within Fulton st., Alabama ave., Fulton st., Pennsylvania ave., Atlantic ave., Alabama ave., Liberty ave., Hinsdale st., Atlantic ave., Sherlock place, Herkimer st. and Van Sinderen ave.

The 37th Election District is bounded by and within Atlantic ave., Pennsylvania ave., Belmont ave., Williams ave., Liberty ave. and Alabama ave.

The 38th Election District is bounded by and within Glenmore ave., Hendrix st., Belmont ave. and Pennsylvania ave.

The 39th Election District is bounded by and within Pitkin ave., Warwick st., Blake ave. and Hendrix st.

The 40th Election District is bounded by and within Glenmore ave., Elton st., Blake ave. and Warwick st.

The 41st Election District is bounded by and within Glenmore ave., Shepherd ave., Blake ave. and Elton st.

The 42d Election District is bounded by and within Glenmore ave., Fountain ave., Belmont ave. and Shepherd ave.

The 43d Election District is bounded by and within Glenmore ave., boundary lines of Kings and Queens counties, Sutter ave. and Fountain ave.

The 44th Election District is bounded by and within Belmont ave., Fountain ave., Blake ave. and Shepherd ave.

The 45th Election District is bounded by and within Blake ave., Milford st., Dumont ave. and Hendrix st.

The 46th Election District is bounded by and within Belmont ave., Hendrix st., Blake ave., Bradford st., Sutter ave. and Pennsylvania ave.

The 47th Election District is bounded by and within Belmont ave., Pennsylvania ave., waters of Jamaica Bay, Fresh Creek and Williams ave.

The 48th Election District is bounded by and within Sutter ave., Bradford st., Blake ave., Hendrix st., waters of Jamaica Bay and Pennsylvania ave.

The 49th Election District is bounded by and within Dumont ave., Milford st., Blake ave.. Fountain ave., Sutter ave., boundary lines of Kings and Queens counties, waters of Jamaica Bay and Hendrix st.

Twenty-third Assembly District.

The 1st Election District is bounded by and within the intersection of Broadway along the boundary line of the 25th and 26th Wards to Herkimer st., Herkimer st., Van Sinderen ave., Fulton st. and Broadway.

The 2d Election District is bounded by and within Rockaway ave., Fulton st., Truxton st., Stone ave., Somers st. to Broadway, to the boundary line of the 25th and 26th Wards, Sherlock place and Atlantic ave.

The 3d Election District is bounded by and within Hull st., Stone ave., Truxton st., Fulton st. and Rockaway ave.

The 4th Election District is bounded by and within McDougal st., Broadway, Somers st., Stone ave., Hull st. and Rockaway ave.

The 5th Election District is bo[illegible] and within Bushwick ave., Stewart st., Broadway and Moffatt st.

The 6th Election District is bounded by and within Broadway, McDougal st. and Rockaway ave.

The 7th Election District is bounded by and within Marion st., Rockaway ave., Fulton st. and Hopkinson ave.

The 8th Election District is bounded by and within Fulton st., Rockaway ave., Atlantic ave. and Hopkinson ave.

The 9th Election District is bounded by and within Fulton st., Hopkinson ave., Atlantic ave. and Howard ave.

The 10th Election District is bounded by and within Marion st., Hopkinson ave., Fulton st. and Saratoga ave.

The 11th Election District is bounded by and within Sumpter st., Howard ave., Marion st., Saratoga ave., Fulton st. and Patchen ave.

The 12th Election District is bounded by and and within Fulton st., Howard ave., Atlantic ave., Buffalo ave., Herkimer st. and Ralph ave.

The 13th Election District is bounded by and within Fulton st., Ralph ave., Herkimer st., Buffalo ave., Atlantic ave. and Rochester ave.

The 14th Election District is bounded by and within Atlantic ave., Schenectady ave., Fulton st. and Rochester ave.

The 15th Election District is bounded by and within Atlantic ave., Rochester ave., St. Marks ave., Utica ave., Pacific st. and Schenectady ave.

The 16th Election District is bounded by and within Utica ave., St. Marks ave., Buffalo ave., the boundary lines of the 24th and 29th Wards.

The 17th Election District is bounded by and within Dean st., Ralph ave. to the boundary line of the 24th and 29th Wards, Buffalo ave., St. Marks ave. and Rochester ave.

The 18th Election District is bounded by and within Atlantic ave., Saratoga ave., Dean st. and Rochester ave.

The 19th Election District is bounded by and within Ralph ave., Dean st., Saratoga ave., Prospect place, Howard ave. and Park place.

The 20th Election District is bounded by and within St. Marks ave., Hopkinson ave., Bergen st., the boundary line of the 24th and 26th Wards, the boundary line of the 24th and 29th Wards, Ralph ave., Park place, Howard ave., Prospect place and Saratoga ave.

The 21st Election District is bounded by and within Saratoga ave., Atlantic ave., boundary line of the 24th and 26th Wards, Bergen st., Hopkinson ave. and St. Marks ave.

The 22d Election District is bounded by and within Rockaway ave., E. New York ave., Liberty ave., Powell st., Glenmore ave., Williams ave., Liberty ave., Hinsdale st., Atlantic ave. and the boundary lines of the 24th and 26th Wards.

The 23d Election District is bounded by and within Glenmore ave., Williams ave., Belmont ave., Sackman st., Pitkin ave. and Powell st.

The 24th Election District is bounded by and within Williams ave., Fresh Creek, the boundary lines of the 26th and 32d Wards, Powell st. and Belmont ave.

The 25th Election District is bounded by and within Blake ave., Powell st. and along the boundary lines of the 26th and 32d Wards and Watkins st.

The 26th Election District is bounded by and within Blake ave., Watkins st. and along the boundary lines of the 26th and 32d Wards to Blake ave.

The 27th Election District is bounded by and within Pitkin ave., Sackman st., Belmont ave., Powell st., Blake ave. and Osborn st.

The 28th Election District is bounded by and within Liberty ave, Powell st., Pitkin ave. and Thatford ave.

The 29th Election District is bounded by and within Osborn st., Blake ave., Bristol st., Pitkin ave., Chester st., E. New York ave., Liberty ave. Thatford ave. and Pitkin ave.

The 30th Election District is bounded by and within the boundary lines of the 24th and 26th Wards, Rockaway ave., E. New York ave., Chester st., Pitkin ave., Ames st., E. New York ave. and Sterling place.

The 31st Election District is bounded by and within Pitkin ave., Bristol st., Blake ave., the boundary line of the 26th and 32d Wards and Ames st.

The 32d Election District is bounded by and within the boundary lines of the 24th, 26th, 29th and 32d Wards, Ames st., E. New York ave. and Sterling place.

The 33d Election District is bounded by and within the boundary lines of the 29th and 32d Wards, 26th and 32d Wards, Avenue D, E. 96th st. and Church ave.

The 34th Election District is bounded by and within Utica ave., the boundary lines of the 24th and 29th Wards to the boundary lines of the 26th and 29th Wards, thence along the lines of the 29th and 32d Wards and Church ave.

The 35th Election District is bounded by and within Church ave., boundary lines of the 29th and 32d Wards, Glenwood road, Schenectady ave., Snyder ave. and E. 49th st.

The 36th Election District is bounded by and within Church ave., E. 96th st., Avenue D, boundary lines of the 26th and 32d Wards, Flatlands ave., E. 92d st., Avenue J, Paerdegat ave., Glenwood road or Avenue G and boundary lines of 29th and 32d Wards.

The 37th Election District is bounded by and within the boundary lines of the 29th and 32d Wards, Paerdegat Basin, thence along the waters of Jamaica Bay to Gerritsens Mill Pond, Burnett st., Avenue R, Flatbush ave., Schenectady ave. and Avenue G or Glenwood road.

The 38th Election District is bounded by and within Flatlands ave., Fresh Creek, thence along the waters of Jamaica Bay, Paerdegat Basin to Avenue J, Avenue J and E. 92d st.

The 39th Election District is bounded by and within the bulkhead line of the 32d Ward, Jamaica Bay, Rockaway Inlet, Atlantic Ocean and Gerritsen Creek. (This district includes all the islands in Jamaica Bay and within the boundary line of the 32d Ward, no part of the mainland being included.)

COUNTY OF QUEENS.

BOROUGH OF QUEENS.

First Assembly District.

E. D.	Location	Occupied As
1	51 Vernon ave.	Barber
2	50 Jackson ave.	Pool Parlor
3	128 8th st.	Grocery
4	147 Vernon ave.	Shoes
5	233 Jackson ave.	Pool
6	303 Jackson ave.	Furniture Store
7	107 Bodine st.	Paints
8	87 Academy st.	Fish
9	483 Washington ave.	Confectionery
10	155 3d ave.	Barber
11	504 Hamilton st.	Grocery
12	73 Broadway	Vacant
13	454 Broadway	Vacant
14	620 Broadway	Barber
15	418 Steinway ave.	Cigars
16	560 1st ave.	Tailor
17	237 Jamaica ave.	Cigars
18	146 Fulton ave.	Feed
19	81 Fulton ave.	Tailor
20	183 Main st.	Stationery
21	97 Flushing ave.	Confectionery
22	165 Flushing ave.	Barber
23	302 Flushing ave.	Delicatessen
24	543 Steinway ave.	Real Estate
25	808 Steinway ave.	Tailor
26	904 Steinway ave.	Barber
27	367 Woolsey ave.	Grocery

Second Assembly District.

E. D.	Location	Occupied As
1	118 Greenpoint ave.	Barber
2	247 Greenpoint ave.	Pool
3	154 Washington ave.	Dry Goods
4	36 Fisk ave.	Laundry
5	S. W. Cor. Thomson and Madison aves.	Confectionery
6	45 Grove st.	Confectionery
7	5th St. between Riker and Woodside aves.	Club House
8	Jackson ave. and 4th st.	Club House
9	70 W. Jackson ave.	Dwelling
10	17 E. Jackson ave.	Barber
11	134 N. Sycamore ave.	Undertaker
12	2 Benjamin st.	Showroom
13	61 Grand ave.	Tailor
14	E. S. 8th st. near Whitney	Stable
15	N. S. Corona ave., 100 feet west of 5th st.	Carpenter Shop
16	19 Broadway	Furniture
17	69 Hoffman Boulevard	Barber
18	186 Corona ave.	Shoes
19	143 Corona ave.	Confectionery
20	55 Locust st.	Plumber
21	99 Main st.	Sporting
22	16 Main st.	Bicycles
23	150 Myrtle ave.	Vacant
24	17 S. 8th ave.	Tailor
25	36 N. 8th ave.	Pool
26	753 3d ave.	Club
27	692 3d ave.	Laundry
28	S. W. Cor. 6th ave. and 13th st	Butcher
29	106 13th st.	Barber
30	562 2d ave.	Barber

Third Assembly District.

E. D.	Location	Occupied As
1	1421 Metropolitan ave.	Vacant
2	19 Atlantic st.	Confectionery
3	151 Maspeth ave.	Barber
4	38 Grand st.	Vacant
5	N. S. Grand st. 100 ft. E. of Fisk ave.	Barber
6	S. S. Grand st., opposite Jefferson ave.	Barber
7	2011 Metropolitan ave.	Florist
8	2 Juniper ave.	Confectionery
9	23 Forest ave.	Barber
10	487 Onderdonk ave.	Barber
11	1464 Flushing ave.	Hardware
12	518 Himrod st.	Bakery
13	447 Bleecker st.	Barber
14	564 Onderdonk ave.	Barber
15	1693 Gates ave.	Fish
16	555 Linden st.	Fruit
17	566 Woodward ave.	Undertaker
18	487 Fairview ave.	Tailor
19	604 Grove st.	Butcher
20	537 Palmetto st.	[illegible]fectionery
21	753 Woodward ave	[illegible]fectionery
22	159 Prospect ave.	[illegible]fectionery

E. D.	Location	Occupied As
23	709 Jefferson ave.	Vacant
24	2400 Hughes st.	Grocery
25	2401 Van Cortlandt ave.	Delicatessen
26	2400 Elm ave.	Plumber
27	801 Covert ave.	Butcher
28	387 Wyckoff ave.	Barber
29	333 Wyckoff ave.	Barber
30	1116 Cypress ave.	Shoes
31	228 Cypress ave.	Florist
32	Fresh Pond rd. and Myrtle ave.	Fire House
33	2545 Myrtle ave.	Confectionery
34	Cooper and Myrtle aves.	Fire House
35	Myrtle and Martin aves.	Fire House
36	1010 Jamaica ave.	Shoes
37	1034 Jamaica ave.	Tailor
38	3923 Grafton ave.	Vacant
39	3960 Broadway	Barber
40	Old South rd.	Fire House
41	164 Washington ave.	Plumber
42	137 Boulevard	Vegetables
43	11 N. Bayview ave.	Vegetables
44	527 Boulevard	Office
45	619 Boulevard	Bicycle Store
46	181 Mott ave.	Dwelling
47	238 Central ave.	Barber
48	336 Central ave.	Garage

Fourth Assembly District.

E. D.	Location	Occupied As
1	1133 Jamaica ave.	Office
2	1186 Jamaica ave.	Barber
3	1201 Jamaica ave.	Undertaker
4	4067 Jamaica ave.	Tailor
5	Walker ave. near Broadway.	Barber
6	4205 Broadway	Fruits
7	1554 Jamaica ave.	Barber
8	2129 Jamaica ave.	Barber
9	331 Park st.	Vacant
10	2390 Jamaica ave.	Tinsmith
11	4325 Jerome ave.	Feed
12	4381 Jerome ave.	Barber
13	4684 Jerome ave.	Vacant
14	2900 Jamaica ave.	Awnings
15	3412 Jamaica ave.	Barber
16	3737 Jamaica ave.	Dry Goods
17	Jamaica ave. Op. Spruce St.	Feed
18	4705 Jerome ave.	Barber
19	204 Liberty ave.	Vacant
20	31 Brown ave.	Vacant
21	222 South st.	Vacant
22	454 Fulton st.	Automobiles
23	293 Fulton st.	Furniture
24	6 N. Washington st.	Barber
25	461½ Fulton st.	Hardware
26	117 Smith st.	Pool Parlor
27	Springfield ave. and L. I. Railroad	Hall
28	Rosedale ave., Rosedale.	Fire House
29	Cor. Fulton st. and Iroquois ave.	Club Room
30	Fulton st. 50 ft. W. Callister st	Vacant
31	Broadway and Clinton ave.	Garage
32	Park ave. and 2d st.	Hall
33	Bell ave. N. of Depot	Barber
34	Depot Lane and 23d st.	Tailor
35	321 Madison ave.	Plumber
36	69½ Union st.	Bicycle Shop
37	96 Main st.	Office
38	5 Jagger ave.	Plumber
39	Forest and Bowne aves	Barber
40	145 22d st.	Vacant

COUNTY OF QUEENS.

BOROUGH OF QUEENS.

First Assembly District.

The 1st Election District is bounded by and within 6th st., Vernon ave., Newtown Creek and East River.

The 2d Election District is bounded by and within 6th st., East ave., 7th st., Van Alst ave., 6th st., North Shore Division Long Island Railroad, Rapelje ave., the canal, Newtown Creek and Vernon ave.

The 3d Election District is bounded by and within 9th st., Van Alst ave., 7th st., East ave., 6th st. and Vernon ave.

The 4th Election District is bounded by and within Nott ave., East ave., 9th st., Vernon ave., 6th st. and East River.

The 5th Election District is bounded by and within Nott ave., Hunter ave., Harris ave., Purvis st., North Shore Division Long Island Railroad, 6th st., Van Alst ave., 9th st. and East ave.

The 6th Election District is bounded by and within Jane st., Academy st., Washington place, Jackson ave., Rapelje ave., North Shore Division Long Island Railroad, Purvis st., Harris ave. and Crescent st.

The 7th Election District is bounded by and within Freeman ave., Crescent st., Harris ave., Hunter ave., Nott ave. and East River.

The 8th Election District is bounded by and within Freeman ave., Jackson ave., Washington place, Academy st., Jane st. and Crescent st.

The 9th Election District is bounded by and within Pierce ave., 9th ave., Jackson ave., Freeman ave. and 3d ave.

The 10th Election District is bounded by and within Graham ave., 1st ave., Pierce ave., 3d ave., Freeman ave. and Van Alst ave.

The 11th Election District is bounded by and within Graham ave., Van Alst ave., Freeman ave. and East River.

The 12th Election District is bounded by and within Jamaica ave., 1st ave., Graham ave. and East River.

The 13th Election District is bounded by and within Broadway, 9th ave., Pierce ave. and 1st ave.

The 14th Election District is bounded by and within Broadway, 13th ave., Grand ave., Bowery Bay road, Jackson ave. and 9th ave.

The 15th Election District is bounded by and within Grand ave., 13th ave., Broadway and 9th ave.

The 16th Election District is bounded by and within Vandeventer ave., 10th ave., Grand ave., 9th ave., Broadway, 1st ave., Grand ave. and 4th ave.

The 17th Election District is bounded by and within Grand ave., 1st ave., Jamaica ave. and Van Alst ave.

The 18th Election District is bounded by and within Fulton ave., Main st., Welling st., Grand ave., Van Alst ave., Jamaica ave. and East River.

The 19th Election District is bounded by and within Hoyt ave., Boulevard, Remsen st., Main st., Fulton ave., East River and Pot Cove.

The 20th Election District is bounded by and within Hoyt ave., Van Alst ave., Grand ave., Welling st. and Remsen st.

The 21st Election District is bounded by and within Hoyt ave., Goodrich st., Flushing ave., N. Henry st., Newtown ave., Crescent st., Grand ave. and Van Alst ave.

The 22d Election District is bounded by and within Hoyt ave., 2d ave., Vandeventer ave., 4th ave., Grand ave., Crescent st., Newtown ave., N. Henry st., Flushing ave. and Goodrich st.

The 23d Election District is bounded by and within Woolsey ave., 9th ave., Vandeventer ave. and 2d ave.

The 24th Election District is bounded by and within Woolsey ave., Flushing ave., Old Bowery Bay road, Grand ave., 10th ave., Vandeventer ave. and 9th ave.

The 25th Election District is bounded by and within Wolcott ave., Old Bowery Bay road, Flushing ave., 10th ave., Potter ave. and 9th ave.

The 26th Election District is bounded by and within Bowery Bay, Old Bowery Bay road, Wolcott ave. and 9th ave.

The 27th Election District is bounded by and within Bowery Bay, 9th ave., Potter ave., 10th ave., Woolsey ave., 2d ave., Hoyt ave. and East River, including Berrians Island.

Second Assembly District.

The 1st Election District is bounded by and within Hunters Point ave., Laurel Hill boulevard, Newtown Creek and the canal.

The 2d Election District is bounded by and within Jackson ave., Bowery Bay road, Woodside ave., Middleburg ave., Dickinson ave., Celtic ave., Hunters Point ave., the canal and Rapelje ave.

The 3d Election District is bounded by and within Woodside ave., Betts ave., Maspeth ave., Newtown Creek, Laurel Hill boulevard, Celtic ave., Dickinson ave. and Middleburg ave.

The 4th Election District is bounded by and within Woodside ave., Fisk ave., Maurice ave. and Betts ave.

The 5th Election District is bounded by and within Woodside ave., Broadway, Maurice ave., Jefferson ave., Calamus road and Fisk ave.

The 6th Election District is bounded by and within Junction ave., Flushing and Newtown turnpike, Elmhurst ave., Woodside ave., Trains Meadow road and Jackson ave.

The 7th Election District is bounded by and within Jackson ave., Trains Meadow road, Woodside ave. and Bowery Bay road.

The 8th Election District is bounded by and within Bowery Bay, Flushing Bay, Jackson Creek, Old Bowery Bay road, Junction ave., Jackson ave. and Bowery Bay road.

The 9th Election District is bounded by and within Flushing Bay, Flushing Creek, Jackson ave., Junction ave., Old Bowery Bay road and Jackson Creek.

The 10th Election District is bounded by and within Jackson ave., Flushing and Newtown turnpike and National ave.

The 11th Election District is bounded by and within Jackson ave., Flushing Creek, Grand ave., National ave., Poplar st., Randall ave. and Flushing and Newtown turnpike.

The 12th Election District is bounded by and within Jackson ave., National ave., Flushing and Newtown turnpike and Junction ave.

The 13th Election District is bounded by and within Flushing and Newtown turnpike, Randall ave., Poplar st., National ave., Grand ave., Long Island Railroad and Junction ave.

The 14th Election District is bounded by and within Junction ave., Main ave., Ludlow ave., 6th st., Elmhurst ave. and Flushing and Newtown turnpike.

The 15th Election District is bounded by and within Junction ave., Cook ave., Broadway, Elmhurst ave., 6th st., Ludlow ave. and Main ave.

The 16th Election District is bounded by and within Junction ave., Newtown road, Horse Brook road, Brettonierre ave., Long Island Railroad, Calamus road, Jefferson ave., Maurice ave. and Cook ave.

The 17th Election District is bounded by and within Junction ave., line to Mill Creek, Mill Creek, Flushing Creek, line of 2d and 4th Wards, Metropolitan ave., Trotting Course lane, Long Island Railroad, Brettonierre ave., Horse Brook road and Newtown road.

The 18th Election District is bounded by and with North Shore Division Long Island Railroad, Grand ave., Newtown ave., Corona ave., Smith st., Flushing Creek, Mill Creek, line through the land of W. & E. Krollage to Junction ave. and Junction ave.

The 19th Election District is bounded by and within North Shore Division Long Island Railroad, Flushing Creek, Smith st., Corona ave., Newtown ave. and Grand ave.

The 20th Election District is bounded by and within Grand ave., Flushing Creek, and North Shore Division of Long Island Railroad.

The 21st Election District is bounded by and within Washington st., Main st., Bradford ave., Lawrence ave., Ireland Mill road and Flushing Creek.

The 22d Election District is bounded by and within State st., Whitestone road, Union ave., Lincoln st., Main st., Washington st., Flushing Creek, Broadway and Prince st.

The 23d Election District is bounded by and within 7th ave., Whitestone road, State st., Prince st., Broadway, Flushing Creek and 23d st.

The 24th Election District is bounded by and within 18th st., Bayside ave., 30th st., Little Bay, East River, Little Neck Bay, running through the estate of I. W. Harway, Bell ave., Little Bayside road, Bayside ave., Whitestone ave. and 4th ave.

The 25th Election District is bounded by and within East River, Little Bay, 30th st., Bayside ave., 18th st., 3d ave.. Boulevard and Powells Cove.

The 26th Election District is bounded by and within Boulevard, 3d ave., 4th ave., Whitestone road, 7th ave., 21st st., 6th ave., 18th st., 3d ave., 13th st., College ave., East River and Powells Cove.

The 27th Election District is bounded by and within 18th st., 6th ave., 15th st., 4th ave., 13th st. and 3d ave.

The 28th Election District is bounded by and within 6th ave., 21st st., 7th ave., 23d st., Flushing Creek and Flushing Bay.

The 29th Election District is bounded by and within 4th ave., 15th st., 6th ave. and Flushing Bay.

The 30th Election District is bounded by and within College ave., 13th st., 4th ave., Flushing Bay and East River.

Third Assembly District.

The 1st Election District is bounded by and within Maspeth ave., main line of Long Island Railroad. Flushing ave., Martin st., William st., Metropolitan ave. and line of Queens and Kings counties.

The 2d Election District is bounded by and within Mount Olivet ave., Collins ave., Metropolitan ave., William st., Martin st. and Flushing ave.

The 3d Election District is bounded by and within Maspeth ave., Maurice ave., Jay ave., Claremont ave.. Fresh Pond road, Mount Olivet ave. and main line Long Island Railroad.

The 4th Election District is bounded by and within Maurice ave., Calamus road, Fisk ave., Juniper ave., line through Mount Olivet Cemetery to Mount Olivet ave., Mount Olivet ave., Fresh Pond road, Claremont ave. and Jay ave.

The 5th Election District is bounded by and within Calamus road, Jefferson ave., Maiden lane, Johnson ave., Juniper ave. and Fisk ave.

The 6th Election District is bounded by and within Calumus road, Long Island Railroad, Trotting Course lane, Dry Harbor road, Johnson ave., Maiden lane and Jefferson ave.

The 7th Election District is bounded by and within Johnson ave., Dry Harbor road, Trotting Course lane, main line Long Island Railroad, Dry Harbor road (Washington ave.), Metropolitan ave., Catherine ave., Juniper Swamp road and Juniper ave.

The 8th Election District is bounded by and within Juniper ave., Juniper Swamp road, Catherine ave., Metropolitan ave., Dry Harbor road (Washington ave.), main line Long Island Railroad, Woodbine ave., Fresh Pond road, Metropolitan ave., Collins ave., Mount Olivet ave. and line through Mount Olivet Cemetery.

The 9th Election District is bounded by and within Metropolitan ave., Fresh Pond road, Magnolia st. (Gates ave.), Grandview ave., line of Linden Hill Cemetery and line opposite William st.

The 10th Election District is bounded by and within Grandview ave., Himrod st., Fairview ave., Greene ave., Onderdonk ave., Stanhope st. and Linden Hill Cemetery.

The 11th Election District is bounded by and within Metropolitan ave., line opposite William st. to Linden Hill Cemetery, Linden Hill Cemetery, Stanhope st., and line dividing Queens and Kings counties.

The 12th Election District is bounded by and within Stanhope st., Onderdonk ave., Greene ave., Covert ave., Harmon st. and line dividing Queens and Kings counties.

The 13th Election District is bounded by and within Harmon st., Covert ave., Bleecker st. and line dividing Queens and Kings counties.

The 14th Election District is bounded by and within Onderdonk ave., Ralph st., line dividing Queens and Kings counties, Bleecker st., Covert ave. and Greene ave.

The 15th Election District is bounded by and within Ralph st., Covert ave., Gates ave. and line dividing Queens and Kings counties.

The 16th Election District is bounded by and within Ralph st., Onderdonk ave., Grove st., Woodward ave., Gates ave. and Covert ave.

The 17th Election District is bounded by and within Greene ave., Fairview ave., Ralph st., Woodward ave., Grove st. and Onderdonk ave.

The 18th Election District is bounded by and within Himrod st., Grandview ave., Ralph st. and Fairview ave.

The 19th Election District is bounded by and within Ralph st., Grandview ave., Gates ave. and Woodward ave.

The 20th Election District is bounded by and within Gates ave., Woodward ave., Woodbine st., Myrtle ave. and the boundary line of Kings and Queens counties.

The 21st Election District is bounded by and within Gates ave., Forest ave., Brooklyn Rapid Transit Railroad and Woodward ave.

The 22d Election District is bounded by and within Magnolia st., Fresh Pond road, Brooklyn Rapid Transit Railroad and Forest ave.

The 23d Election District is bounded by and within Brooklyn Rapid Transit Railroad, Doscher ave., Elm ave. and Woodward ave.

The 24th Election District is bounded by and within Brooklyn Rapid Transit Railroad, Fresh Pond road, Elm ave. and Doscher ave.

The 25th Election District is bounded by and within Elm ave., Fresh Pond road, line of the Long Island Railroad, Myrtle ave., Anthon ave., Edsall ave. and Buchman ave.

The 26th Election District is bounded by and within Elm ave., Buchman ave., Edsall ave., Anthon ave., Myrtle ave. and Forest ave.

The 27th Election District is bounded by and within Woodbine st., Woodward ave., Elm ave., Forest ave., Myrtle ave., Willow st. and Cypress ave.

The 28th Election District is bounded by and within Myrtle ave., Woodbine st., Cypress ave., Willow st., Wyckoff ave., Weirfield st. and line dividing Queens and Kings counties.

The 29th Election District is bounded by and within Weirfield st., Wyckoff ave., Willow st., Myrtle ave., Norman st., Wyckoff ave., Covert st. and line dividing Queens and Kings counties.

The 30th Election District is bounded by and within Covert st., Wyckoff ave., Norman st., Myrtle ave., New York and Manhattan Beach Branch of Long Island Railroad and line dividing Queens and Kings counties.

The 31st Election District is bounded by and within Myrtle ave., Harmon ave., Cooper ave., Fresh Pond road, Cooper ave., line of Cypress Hills Cemetery, line of Queens and Kings counties and New York and Manhattan Beach Railroad.

The 32d Election District is bounded by and within Woodbine ave., Hooker st., Myrtle ave., Backus st., Fresh Pond road, Cooper ave., Harmon ave., Myrtle ave., Long Island Railroad and Fresh Pond road.

The 33d Election District is bounded by and within Woodbine ave., main line Long Island Railroad, Tompkins ave., Cooper ave., Backus st., Myrtle ave. and Hooker st.

The 34th Election District is bounded by and within Long Island Railroad, Wyckoff ave., Myrtle ave., easterly line of Cypress Hills Cemetery, line dividing Queens and Kings counties, westerly line of Cypress Hills Cemetery, Cooper ave. and Tompkins ave.

The 35th Election District is bounded by and within main line Long Island Railroad, Trotting Course lane, Metropolitan ave., line dividing 2d and 4th Wards, easterly line of Cypress Hills Cemetery, Myrtle ave. and Wyckoff ave.

The 36th Election District is bounded by and within line dividing 2d and 4th Wards, Vanderveer ave., Jamaica ave., Centre ave., Atlantic ave. and line dividing Queens and Kings counties.

The 37th Election District is bounded by and within Jamaica ave., Shaw ave., Atlantic ave. and Centre ave.

The 38th Election District is bounded by and within Atlantic ave., Morris ave., Rockaway road, Broadway and line dividing Queens and Kings counties.

The 39th Election District is bounded by and within Broadway, Rockaway road, Ocean ave., Centreville ave., Ralph Hunt Creek and line dividing Queens and Kings counties.

The 40th Election District is bounded by and within Rockaway road, line dividing Queens and Nassau counties, Beach Channel, line dividing Queens and Kings counties, Ralph Hunt Creek, Centreville ave. and Ocean ave.

The 41st Election District is bounded by and within Beach Channel, Undine ave. and Atlantic Ocean.

The 42d Election District is bounded by and within Beach Channel, Oceanus ave., Atlantic Ocean and Undine ave.

The 43d Election District is bounded by and within Beach Channel, Division ave., Atlantic Ocean and Oceanus ave.

The 44th Election District is bounded by and within Beach Channel, Lincoln ave., Weygand place, Atlantic Ocean and Division ave.

The 45th Election District is bounded by and within Beach Channel, Nortons Creek, Rockaway Inlet, Atlantic Ocean, Weygand place and Lincoln ave.

The 46th Election District is bounded by and within Beach Channel, the line dividing Queens and Nassau counties, Sheridan boulevard, Mott ave., Long Island Railroad and Nortons Creek.

The 47th Election District is bounded by and within Mott ave., Rockaway turnpike, Broadway, line dividing Queens and Nassau counties, Atlantic Ocean, Rockaway Inlet, Nortons Creek and Long Island Railroad.

The 48th Election District is bounded by and within line dividing Queens and Nassau counties, Broadway, Rockaway turnpike, Mott ave. and Sheridan boulevard.

Fourth Assembly District.

The 1st Election District is bounded by and within boundary line of 2d and 4th Wards, Dumas place, Jamaica ave., Suydam st., 3d st., Shaw ave., Jamaica ave. and Vanderveer ave.

The 2d Election District is bounded by and within 3d st., Suydam st., Jamaica ave., Benedict ave., Atlantic ave. and Shaw ave.

The 3d Election District is bounded by and within boundary line of 2d and 4th Wards, Woodhaven ave., Ferris st., Woodland ave., Jamaica ave. and Dumas place.

The 4th Election District is bounded by and within Jamaica ave. and Woodland ave., Ferris st., Woodhaven ave. Atlantic ave. and Benedict ave.

The 5th Election District is bounded by and within Atlantic ave., Woodhaven ave., Hopkinton ave., Woodhaven ave., Rockaway road and Morris ave.

The 6th Election District is bounded by and within Atlantic ave., Ocean ave., Rockaway road, Woodhaven ave., Hopkinton ave. and Woodhaven ave.

The 7th Election District is bounded by and within Jamaica ave., Wyckoff ave., Atlantic ave. and Woodhaven ave.

The 8th Election District is bounded by and within the line dividing 2d and 4th Wards, Myrtle ave., Grant ave., Jamaica ave. and Woodhaven ave.

The 9th Election District is bounded by and within the line dividing 2d and 4th Wards, Lefferts ave., Jamaica ave., Grant ave. and Myrtle ave.

The 10th Election District is bounded by and within Jamaica ave., Grove ave., Atlantic ave. and Wyckoff ave.

The 11th Election District is bounded by and within Atlantic ave., Washington ave., Broadway, Wyckoff ave., Rockaway road and Ocean ave.

The 12th Election District is bounded by and within Atlantic ave., Greenwood ave., Liberty ave., Lefferts ave., Rockaway road, Wyckoff ave., Broadway and Washington ave.

The 13th Election District is bounded by and within Atlantic ave., Lefferts ave., Liberty ave. and Greenwood ave.

The 14th Election District is bounded by and within Jamaica ave., Jefferson ave., Fulton ave., Hamilton ave., Atlantic ave. and Grove ave.

The 15th Election District is bounded by and within Jamaica ave., Lefferts ave., Atlantic ave., Hamilton ave., Fulton ave. and Jefferson ave.

The 16th Election District is bounded by and within the line dividing 2d and 4th Wards, Newtown road, Jamaica ave. and Lefferts ave.

The 17th Election District is bounded by and within Atlantic ave., Van Wyck ave., Atlantic ave. and Lefferts ave.

The 18th Election District is bounded by and within Atlantic ave., Van Wyck ave., Bergen Landing road, Rockaway road and Lefferts ave.

The 19th Election District is bounded by and within Long Island Railroad, Rockaway road, Rockaway Plank road, Bergen Landing road and Van Wyck ave.

The 20th Election District is bounded by and within Long Island Railroad, Washington st., Remsen st., Old Southside Branch of Long Island Railroad, New York ave., Locust ave. and Rockaway road.

The 21st Election District is bounded by and within Long Island Railroad, Merrick road, Locust ave., New York ave., Old Southside Branch of Long Island Railroad, Remsen st. and Washington st.

The 22d Election District is bounded by and within Fulton st., Smith st., Long Island Railroad and Van Wyck ave.

The 23d Election District is bounded by and within the line dividing 3d and 4th Wards, Flushing ave., Fulton st., Newtown road and the line dividing 2d and 4th Wards.

The 24th Election District is bounded by and within the line dividing 3d and 4th Wards, Grand st., Hillside ave., Bergen ave., Fulton st. and Flushing ave.

The 25th Election District is bounded by and within the line dividing 3d and 4th Wards, Columbus ave., Fulton st., Bergen ave., Hillside ave. and Grand ave.

The 26th Election District is bounded by and within Fulton st., Hollis ave., Farmers ave., Locust ave., Merrick road and Smith st.

The 27th Election District is bounded by and within Locust ave., Farmers ave., Central ave., Springfield road, Merrick road, Compton place, Whitney boulevard, Belmont st., Maple ave., College ave., the Conduit, Springfield road and Rockaway road.

The 28th Election District is bounded by and within Central ave., the line dividing Queens and Nassau counties, Rockaway road, Springfield road, the Conduit, College ave., Maple ave., Belmont st., Whitney boulevard, Compton place, Merrick road and Springfield road.

The 29th Election District is bounded by and within the line dividing the 3d and 4th Wards, the line dividing the land of Charles Vanderveer and Hollis court, Bellaire boulevard, Hollis ave., Ditmas ave., Springfield road, Central ave., Farmers ave., Hollis ave., Fulton st. and Columbus ave.

The 30th Election District is bounded by and within the line dividing the 3d and 4th Wards, the line dividing Queens and Nassau counties, Central ave., Springfield road, Ditmas ave., Hollis ave., Bellaire boulevard, the line dividing the land of Charles Vanderveer and Hollis court.

The 31st Election District is bounded by and within the line dividing Queens and Nassau counties, the line dividing 3d and 4th Wards, Alley road, Alley Creek and Little Neck Bay.

The 32d Election District is bounded by and within Long Island Railroad, Alley Creek, Alley road, line dividing 3d and 4th Wards, Fresh Meadow road, Cemetery lane, Broadway and Whitestone road.

The 33d Election District is bounded by and within Little Bayside road, Bell ave., stream running through the estate of J. W. Harway, Little Neck Bay, Alley Creek, Long Island Railroad and Whitestone road.

The 34th Election District is bounded by and within Bayside ave., Whitestone road, Broadway, Sanford ave. and Murray lane.

The 35th Election District is bounded by and within Bayside ave., Murray lane, Sanford ave., Percy st., Lincoln st., Parsons ave., Broadway and Whitestone ave.

The 36th Election District is bounded by and within Broadway, Parsons ave., Amity st., Main st., Lincoln st. and Union st.

The 37th Election District is bounded by and within Amity st., Parsons ave., Lincoln st., Perry st., Sanford ave., Jamaica ave. and Main st.

The 38th Election District is bounded by and within Bradford ave., Jamaica ave., Hillside ave., Remsen ave., Mill road, Jamaica road, boundary line 3d and 4th Wards, Flushing Creek, Ireland Mill road and Lawrence ave.

The 39th Election District is bounded by and within Sanford ave., Percy st., Forest ave., Jamaica ave., Ireland Mill road, Remsen ave., Hillside ave. and Jamaica ave.

The 40th Election District is bounded by and within Sanford ave., Broadway, Cemetery lane, Fresh Meadow road, the line dividing 3d and 4th Wards, Jamaica road, Jamaica ave. Forest ave. and Percy st.

COUNTY OF RICHMOND.

BOROUGH OF RICHMOND.

First Assembly District.

E. D.	Location	Occupied As
1	149 Stuyvesant pl.	Dwelling
2	11 1st ave.	Hardware
3	163 Jersey st.	Grocery
4	331 Jersey st.	Barber
5	254 Jersey st.	Barber
6	400 Jersey st.	Office
7	101 Lafayette ave.	Club
8	65 Burgher ave.	Stable
9	1731 Richmond Terrace	Furniture
10	339 Broadway	Shoes
11	207 Taylor st.	Club
12	Castleton and Columbia	Grocery
13	261 Jewett ave.	Grocery
14	Cor. Jewett and Elm	Club
15	2 Cottage pl.	Stable
16	111 Richmond ave.	Florist
17	109 Sharpe ave.	Tailor
18	438 Richmond ave.	Garage
19	330 Heb'n ave.	Grocery
20	748 Richmond ave.	Club
21	106 Mor'g'st'r rd.	Billiard
22	16 Bush ave.	Club
23	3018 Richmond Terrace	Barber
24	Richmond Turnpike	H. & L.
25	Richmond ave. and Turnpike	Barber
26	2 Josephine st.	Store
27	523 Vanduzer st.	Club
28	298 Bay st.	Barber
29	15 Cross st.	Club
30	172 Boyd st.	Paint
31	97 Broad st.	Office
32	222 Broad st.	Barber
33	24 Osgood ave.	Store
34	1803 Clove ave.	Club
35	825 Bay st.	Store
36	1187 New York ave.	Grocery
37	1394 New York ave.	Tin
38	1596 Richmond rd.	Barber
39	6th st., N. D.	H. & L.
40	Huguenot ave.	Engine Co.
41	Amboy rd., P. P.	A. H. & L.
42	Shore rd. R'ville	Hall
43	Richmond Valley and R. R.	Store
44	Sprague ave.	T. A. C.
45	249 Main st.	Cigars

BOROUGH OF RICHMOND.

COUNTY OF RICHMOND.

First Assembly District.

The 1st Election District is bounded by and within Kill Von Kull, New York Bay, Arrietta st., Richmond turnpike, Montgomery ave., Fort place, Tompkins ave., Hamilton ave. and Westervelt ave.

The 2d Election District is bounded by and within Hamilton ave., Tompkins ave., Fort place, Montgomery ave., Richmond turnpike, Oak st. and Westervelt ave.

The 3d Election District is bounded by and within Kill Von Kull, Westervelt ave., 6th ave. and Jersey st.

The 4th Election District is bounded by and within 6th ave., Westervelt ave., Oak st., Richmond turnpike and Jersey st.

The 5th Election District is bounded by and within Kill Von Kull, Jersey st., Centre st., York ave., Prospect ave. and Franklin ave.

The 6th Election District is bounded by and within Henderson ave., Clinton ave., Prospect ave., York ave., Centre st., Jersey st., Richmond turnpike, Clove road and Bard ave.

The 7th Election District is bounded by and within Kill Von Kull, Franklin ave., Prospect ave., Clinton ave., Henderson ave. and Kissell ave.

The 8th Election District is bounded by and within Kill Von Kull, Kissell ave., Henderson ave., Bard ave., Bement ave., Castleton ave., Burger ave., Union st. and Broadway.

The 9th Election District is bounded by and within Kill Von Kull, Broadway, Castleton ave. and Taylor st.

The 10th Election District is bounded by and within Union st., Burger ave., Castleton ave., Bement ave., Clove road and Broadway.

The 11th Election District is bounded by and within Carey ave., Taylor st., Castleton ave., Broadway, Brook ave. and Columbia st.

The 12th Election District is bounded by and within Kill Von Kull, Taylor st., Carey ave., Post ave. and Palmers run or boundary line between 1st and 3d Wards.

The 13th Election District is bounded by and within Post ave., Columbia st., Brook ave., Clove road, Richmond turnpike and Jewett ave.

The 14th Election District is bounded by and within Watchogue road, Palmers run (boundary line between the 1st and 3d Wards), Jewett ave., Richmond turnpike and Willow Brook road.

The 15th Election District is bounded by and within Kill Von Kull, Palmers run (boundary line between the 1st and 3d Wards), Jewett ave., Catherine st., Simonson place, Anderson ave. and Heberton ave.

The 16th Election District is bounded by and within Kill Von Kull, Heberton ave., Mersereau ave., Richmond ave., Charles ave., Sharp ave., Harrison ave. and Maple ave.

The 17th Election District is bounded by and within Kill Von Kull, Maple ave., Harrison ave., Sharp ave., Charles ave. and Nicholas ave.

The 18th Election District is bounded by and within Nicholas ave., Innis st., Sand st., Prospect st., Richmond ave. and Charles ave.

The 19th Election District is bounded by and within Richmond ave., John st., Barrett ave., Palmers run (boundary line between the 1st and 3d Wards), Jewett ave., Catherine st., Simonson place, Anderson ave. and Mersereau ave.

The 20th Election District is bounded by and within Staten Island Rapid Transit Railroad, from Simonson ave. to Morningstar road, Morningstar road, Prospect st., John st., Barrett ave., Palmers run (boundary line between the 1st and 3d Wards), Cherry lane, Willow Brook road, Richmond ave., Washington ave. and Simonson ave.

The 21st Election District is bounded by and within Kill Von Kull, Nicholas ave., Innis st., Sand st., Prospect st., Morningstar road, Staten Island Rapid Transit Railroad, from Morningstar road to Bay ave. and Bay ave.

The 22d Election District is bounded by and within Kill Von Kull, Bay ave., Staten Island Rapid Transit Railroad, from Bay ave. to Simonson ave., Simonson ave., Washington ave. and Harbor road.

The 23d Election District is bounded by and within Kill Von Kull, Harbor road, Washington ave., Old Place road and Staten Island Sound. (This district includes Shooters Island.)

The 24th Election District is bounded by and within Old Place road, Washington ave., South ave., Carey ave., Union ave., Springville Creek, Fresh Kill and Staten Island Sound.

The 25th Election District is bounded by and within Washington ave., Richmond ave., Willow Brook road, Cherry lane, Palmers run (boundary line between the 1st and 3d Wards), Watchogue road, Willow Brook road, Gun Factory road, Manor road, Rockland ave., Egbert ave., Richmond road, Richmond Creek, Springville Creek, Union ave., Carey ave. and South ave.

The 26th Election District is bounded by and within Richmond turnpike, Clove road, Richmond road, Egbert ave., Rockland ave., Manor road, Gun Factory road and Willow Brook road.

The 27th Election District is bounded by and within Richmond turnpike, Cebra ave., St. Pauls ave., Stone st., Targee st., Broad st., Vanduzer st., Richmond road and Clove road.

The 28th Election District is bounded by and within Richmond turnpike, Arrietta st., New York Bay, Grant st., Vanduzer st., Clinton st., St. Pauls ave. and Cebra ave.

The 29th Election District is bounded by and within Vanduzer st., Beach st., St. Pauls ave., Clinton st., Vanduzer st., Grant st., New York Bay, Canal st. and Wright st.

The 30th Election District is bounded by and within St. Pauls ave., Beach st., Vanduzer st., Wright st., Canal st., Broad st., Targee st. and Stone st.

The 31st Election District is bounded by and within Canal st., New York Bay, Vanderbilt ave., Centre st. and Riker st.

The 32d Election District is bounded by and within Broad st., Riker st., Centre st., Vanderbilt ave., Osgood ave., Gordon st., Laurel ave. and Targee st.

The 33d Election District is bounded by and within Broad st., Targee st., Laurel ave., Gordon st., Osgood ave., Vanderbilt ave. and Vanduzer st.

The 34th Election District is bounded by and within Richmond road, Vanderbilt ave., Centre st., Chestnut ave., Charles st., St. Marys ave., Fox Hill terrace, Clifton ave., Tompkins ave. and Fingerboard road.

The 35th Election District is bounded by and within Vanderbilt ave., New York Bay, Sylvaton terrace, New York ave., St. Marys ave., Charles st., Chestnut ave., Tompkins ave. and Centre st.

The 36th Election District is bounded by and within St. Marys ave., New York ave., Sylvaton terrace, New York Bay, Bay View ave., New York ave., Belaire road, Tompkins ave., Clifton ave. and Fox Hill terrace.

The 37th Election District is bounded by and within Fingerboard road, Tompkins ave., Belaire road, New York ave., Bay View ave., New York Bay to a point opposite Richmond ave., Richmond ave. and Sand lane.

The 38th Election District is bounded by and within Richmond road, Fingerboard road, Sand lane, Richmond ave., on a straight line to New York Bay, New York Bay and New Dorp lane.

The 39th Election District is bounded by and within Richmond Creek, Richmond road, New Dorp lane, New York Bay, Raritan Bay, Drive (boundary line between the 4th and 5th Wards), Amboy road, Giffords lane and boundary line between the 4th and 5th Wards.

The 40th Election District is bounded by and within Staten Island Sound, Fresh Kill, Richmond Creek (boundary line between the 4th and 5th Wards), Giffords lane, Amboy road, Drive (boundary line between the 4th and 5th Wards), Raritan Bay, Huguenot ave. and Killy Fish Creek.

The 41st Election District is bounded by and within at a point on Raritan Bay, opposite Huguenot ave., Huguenot ave., to a point on the northeasterly side of the property of B. V. Moise, thence westerly in a direct line to the southwest corner of the farm of P. Clarius, Bloomingdale road, to a point on the northeast corner of Strakosh's farm, thence westerly to the northwest corner of said farm, thence southerly on the westerly side of Strakosh's, Sharrott's and Weir's farms to the Staten Island Rapid Transit Railroad, thence westerly to the westerly line of the property of D. Bedell, thence southerly on the westerly side of the property of D. Bedell and A. Gerry to Lorretta lane. Lorretta lane, public road and Raritan Bay.

The 42d Election District is bounded by and within at a point on Staten Island Sound, on the easterly side of Storer's farm line, Clay Pit road, Bloomingdale road to the southwest corner of the farm of P. Clarius, thence easterly in a straight line to the northeast corner of the farm of B. V. Moise, Huguenot ave., Killy Fish Creek and Staten Island Sound.

The 43d Election District is bounded by and within at a point on Staten Island Sound on the westerly side of Storer's farm line, Clay Pit road, Bloomingdale road to a point on the northeast corner of Strakosh's farm, thence westerly to the northwest corner of said farm, thence southerly on the westerly side of Strakosh's, Sharrott's and Weir's farms to the Staten Island Rapid Transit Railroad, thence westerly to the westerly line of the property of D. Bedell, thence southerly on the westerly side of the property of D. Bedell and A. Gerry to Lorretta lane, Lorretta lane and public road to Raritan Bay to a point opposite Beach st., Beach st., Mill Pond Creek and Staten Island Sound.

The 44th Election District is bounded by and within Staten Island Sound, Mill Pond Creek, Beach st., Raritan Bay, Bay Way ave., Prospect ave., William st., Broadway and Henry st.

The 45th Election District is bounded by and within Staten Island Sound, Henry st., Broadway, William st., Prospect ave., Bay Way ave. and Raritan Bay.

J. GABRIEL BRITT, MOSES M. McKEE, JAMES KANE, JACOB A. LIVINGSTON, Commissioners of Election.

October 10, 1912.

THE BOARD OF ALDERMEN OF THE CITY OF NEW YORK.

(Continued from Page 7907)

Resolved, That in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of fifteen hundred dollars ($1,500), the proceeds whereof to be used by the Commissioner of Water Supply, Gas and Electricity, for the purpose of an inspection force.

All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWLING, JAMES HAMILTON, Committee on Finance.

The City of New York, Department of Water Supply, Gas and Electricity, Commissioner's Office, 13-21 Park Row, New York, June 20, 1912.

Hon. JOHN PURROY MITCHEL, President, Board of Aldermen:

Dear Sir—In the Department's estimate for 1912 provision was made for $1,000 for travelling expenses, principally for the Inspection Force assigned to the Engineering Bureau, and an additional $1,000 for hauling and delivering heavy material required by the several repair companies. There was also included an item of $150.40 for transportation and for incidental expenses of the force assigned to the Water Waste Division. The Board of Estimate and Apportionment in adopting the budget consolidated these accounts and appropriated a total sum of $1,400.

To date there has been expended for the transportation of the Inspection Force and the hauling and delivering of material to the repair companies the sum of $1,325.77. It is estimated that at the present rate of expenditure, which is normal, there will be required at least $1,500, this amount being apportioned as follows: $1,200 for travelling expenses and $300 for hauling and delivering material.

I would, therefore, respectfully recommend that the Board of Aldermen authorize the issue of special revenue bonds in the sum of $1,500 to replenish these accounts.

Yours truly, HENRY S. THOMPSON, Commissioner.

No. 1435—(S. O. No. 106).

The Committee on Finance, to which was referred, on July 2, 1912 (Minutes, page 33), the annexed request from the Commissioner of Water Supply, Gas and Electricity for $10,000, for furniture and fixtures for the branch office in the Borough of The Bronx, respectfully

REPORTS:

That the partitions and desks used in the quarters formerly occupied by the two offices now consolidated are in such shape as not to be suitable for use in the new office. After a close scrutiny of the accompanying list furnished by the Deputy Commissioner, the Committee believes that $7,000 will suffice for this purpose, and therefore recommends that the accompanying resolution be adopted.

Resolved, That in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of seven thousand dollars ($7,000), the proceeds whereof to be used by the Commissioner of Water Supply, Gas and Electricity, for the purpose of equipping the new branch office of the Department in the Borough of The Bronx.

All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

The City of New York, Department of Water Supply, Gas and Electricity, Commissioner's Office, 13-21 Park Row, New York, June 17, 1912.

Hon. JOHN PURROY MITCHEL, President of the Board of Aldermen:

Dear Sir—I hereby respectfully make application that the Board of Aldermen request the issuance by the Board of Estimate and Apportionment of $10,000 in special revenue bonds for the purchase, by this Department, of furniture for the branch office, Borough of The Bronx, and to pay for the erection of the small interior partitions therein. This office will be removed in a few weeks to the new building at Tremont and Arthur aves., which has been erected under guarantee of municipal occupancy from the Sinking Fund Commission. Not only would the furniture in the present quarters be inadequate for the new offices, but I feel that it is also old and unsuitable. Yours truly, HENRY S. THOMPSON, Commissioner.

Detail of Furniture Required in the Borough of The Bronx.

6 flat top steel desks	$360 00
34 letter files, steel (10 drawers)	2,125 00
8 map cabinets, steel	640 00
2 special lockers, steel (with mirrors)	60 00
2 roll-top desks, steel	400 00
2 tables, steel, 36x60 inches	132 00
1 table, steel	75 00
2 draftsman tables	60 00
1 blue-print file	120 00
1 cashier's schedule cabinet	60 00
13 letter files, steel—legal size (4 drawer)	520 00
3 stools—draftsman	22 50
8 revolving office chairs	80 00
1 plain file for tubes 37x37x68 inches	75 00
1 map case on wall, 20x104 inches	250 00
1 card file, 2 drawers, 3x5 cards	10 00
1 card file, 4 drawers, 3x5	20 00
Partitions	5,000 00
	10,009 50

The estimate for these partitions is based upon figures secured from a manufacturer, who estimated to furnish about 582 linear feet of hardwood and glass partition work, with necessary iron railings and gates. The partition is to be 7 feet high, except around the Deputy Commissioner's office, and the general file room, where it is to run to the ceiling, approximately 14 feet high.

No. 1436—(S. O. No. 107).

The Committee on Finance, to which was referred, on July 2, 1912 (Minutes, page 33), the annexed request from the trustees of Bellevue and Allied Hospitals, for $8,000 special revenue bonds, for purchase of two auto ambulances for Fordham Hospital, respectfully

REPORTS:

Committee is of the opinion that for the reasons set forth in the letter of onal ambulance service is needed in this locality, but it believes that one will be sufficient. It, therefore, recommends that the accompanying pted.

at in pursuance of the provisions of subdivision 8 of section 188 of York Charter, the Board of Estimate and Apportionment be and it is to authorize the Comptroller to issue special revenue bonds to the thousand dollars ($4,000), the proceeds whereof to be used by the Trustees of Bellevue and Allied Hospitals for the purpose of purchasing an auto ambulance for the use of Fordham Hospital.

All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

Bellevue and Allied Hospitals, Office of the Board of Trustees, 1st Ave. and 26th St., New York, June 17, 1912.

Hon. JOHN PURROY MITCHEL, President, Board of Aldermen, New York City:

Sir—The Trustees of Bellevue and Allied Hospitals have the honor to request the Board of Aldermen to authorize the issue of special revenue bonds to an amount not exceeding $8,000, for the purchase of two automobile ambulances for the use of Fordham Hospital. It is proposed to establish one of these ambulances in the Riverdale-Kingsbridge section of The Bronx, and the other at Pelham and City Island. There is need for hospital facilities in these localities, but fast moving ambulances stationed at these points throughout the day will meet the present situation and avoid the expense of constructing small hospitals. The records of Fordham Hospital show that last year nearly 400 calls were received from the vicinity of Pelham and City Island, and about 100 from the Riverdale-Kingsbridge section. The majority of these calls were received during the summer months, due to the large crowds which visited the parks in The Bronx. On several occasions last year, when there was an especially large gathering at Pelham Bay Park, an ambulance was stationed at that point all day and did good service. Last year the most distant part of the Harlem ambulance district was cared for in this manner until the district was assigned to another institution. Respectfully,

J. K. PAULDING, Secretary, Board of Trustees.

Which were severally laid over.

No. 1454.

The Committee on Finance, to which was referred on July 2, 1912 (Minutes, page 46), the annexed request from the Department of Education for $6,000 Special Revenue Bonds to replenish account for transportation of pupils, respectfully

REPORTS

That, having examined the subject, it believes the amount asked for to be an absolute necessity. Commissioner Barrett and President McAneny both appeared before the Committee and urged favorable action on this request. The Committee recommends that the accompanying resolution be adopted.

Resolved, That, in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue Special Revenue Bonds to the amount of six thousand dollars ($6,000), the proceeds whereof to be used by the Department of Education for the purpose of replenishing account for transportation of pupils.

All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

To the Board of Education:

The Committee on Finance respectfully reports that it has had referred to it the following communication:

"June 20, 1912.

"Committee on Supplies:

"Ladies and Gentlemen—Pursuant to your instructions, I took up the matter of the estimated deficit in the Transportation Funds with Auditor Cook. Mr. Cook stated to me that for the past few years when it was found that a shortage existed in any certain fund at the end of the year, it had been very difficult to secure enough money from the other funds to make up this shortage, and it was becoming more so each year, because the Board of Estimate and Apportionment made so many reductions in our Departmental Estimate. He said that at this time of the year, when many of the demands for the balance of the year are practically unknown, it would be an impossibility to foretell whether there would be a balance in any fund or funds. I fully concur in the statements made by Mr. Cook.

"Mr. Cook suggests, as the only way out of the difficulty, that the Board of Education request the Board of Aldermen to ask the Board of Estimate and Apportionment to issue revenue bonds for the amount of the estimated deficit, and that full information be furnished so as to show why this deficit exists. I agree with Mr. Cook, and I respectfully recommend that the necessary steps be taken to have the Board of Education ask the Board of Aldermen to request the Board of Estimate and Apportionment to issue revenue bonds to the amount of six thousand dollars ($6,000).

"For the information of the Board of Aldermen, I would state as follows:

"Prior to the preparation of the Budget for 1912, the Board of Superintendents made certain recommendations for stages, train and trolley tickets, for the transportation of pupils, which recommendations were approved by the Board of Education. The estimated cost of the transportation recommended, based on the actual cost of the stages then in operation, the actual cost of railroad and trolley tickets, and, in cases where there were new stages to be supplied, the average cost per stage per day in that particular Borough amounted to $109,390.96.

"The departmental estimate for transportation was so constituted that every detail necessary for the understanding of the estimate was given, such as the number of stages, the exact route over which each stage was to travel, the number of school days in the year, and the estimated cost per school day, and, in the case of trolley and train tickets, the number of pupils it was reported to convey.

"There was no question raised, to my knowledge, as to the necessity for the transportation requested, but the Board of Estimate and Apportionment allowed us only $82,843.12, which was a reduction of $26,547.84, or nearly 25 per cent.

"As soon as we knew the amount of money allowed us by the Board of Estimate and Apportionment we conveyed the information to the Board of Superintendents, and requested that they go over the entire transportation matter and make reductions wherever possible during the whole school year, or during the pleasant weather, so as to enable us to live within the appropriation.

"When the Board of Superintendents had completed their work of reduction the matter was advertised, and when the bids were received it was found that the deficit was estimated at $9,176.29 for the year. Through reductions made in the purchase of trolley tickets, and the failure of some children who were entitled to tickets to attend school, as well as lower prices received on some of the stages, this deficit has been reduced during the past five months to $8,500.

"About the first of the present month the matter was again referred to the Board of Superintendents, with a request that they once more give it their strictest attention in order to see if there could not be a further saving effected by discontinuing stages and trolley service during the pleasant weather. They did so, but can only effect a saving of $2,700. They claim that it is not possible to make any further reduction or to save another dollar, as the curtailment which they have already made causes great inconvenience to the pupils and confusion in the schools which they attend.

"Since these reductions and revisions have been made in the transportation service innumerable complaints have been received from the people living in the districts where the stages have been discontinued during pleasant weather; and the parents of the pupils have objected most strenuously—in most cases with good reason.

"During the past five months the Committee on Supplies has repeatedly denied applications for additional transportation, which, although very necessary, could not be furnished on account of lack of funds.

"If the additional money is not granted, we will either have to discontinue some of the stages and other transportation now, or the present fund will become exhausted in the latter part of the year, during the severe weather, and we shall not be able to convey the pupils, thus causing a great deal of hardship. Very truly yours,

"A. L. BRASEFIELD, Deputy and Acting Superintendent of School Supplies."

The following resolution is submitted for adoption:

Resolved, That the Board of Aldermen be and it is hereby respectfully requested to adopt a resolution requesting the Board of Estimate and Apportionment to authorize the issue of special revenue bonds to the amount of six thousand dollars ($6,000), pursuant to the provisions of subdivision 8 of section 188 of the Revised Charter, for the purpose of providing means to cover the estimated deficit in the transportation account for the year 1912; and that the Board of Estimate and Apportionment be and it is hereby respectfully requested to authorize such issue upon the request of the Board of Aldermen.

A true copy of report and resolution adopted by the Board of Education on June 26, 1912. A. E. PALMER, Secretary, Board of Education.

Alderman Dowling moved immediate consideration of this report.

There being no objection, the President put the question whether the Board would agree to accept such report and adopt said resolution.

Which was decided in the affirmative by the following vote:

Affirmative—Aldermen Becker, Bedell, Bolles, Boschen, Bosse, Brush, Carberry, Cummuskey, Cunningham, Curran, Davis, Delaney, Devine, Diemer, Dotzler, Dowling, Downing, Drescher, Eagan, Eichhorn, Esterbrook, Fink, Folks, Gaynor, Gelbke, Gilmore, Hamilton, Hannon, Kenneally, Kenney, Levine, Lieberman, Loos, McCann, McCourt, McGarry, McGrath, Marks, Martyn, Meagher, Moore, Mulligan, Nicoll, Nugent, O'Connor, O'Neil, O'Rourke, Pendry, Post, Reardon, Shipley, Smith, Stapleton, Stevenson, Velten, Walsh, Weil, Weston, Wilmot; President Cromwell, President Connolly, President Miller, by Thomas W. Whittle, Commissioner of Public Works; President Steers—63.

At this point the Vice-Chairman took the chair.

Nos. 1457 and 1744.

The Committee on Finance, to which was referred on July 2 and September 24, 1912 (Minutes, pages 50 and 237), the annexed requests from the President of the Borough of Queens for $7,346.50 Special Revenue Bonds to replenish funds for Laborers and Carts in the Bureau of Sewers, respectfully

REPORTS

That the reasons for this request are set forth in the letter of application. It appears that the severe storms in the early part of the year caused so much extra work as to practically use up almost one-quarter of the appropriation. The Committee believes that this amount is urgently needed, and, therefore, recommends that the accompanying resolution be adopted.

Resolved, That in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue Special Revenue Bonds to the amount of seven thousand three hundred forty-six dollars and fifty cents ($7,346.50), the proceeds whereof to be used by the President of the Borough of Queens for the purpose of replenishing funds for Laborers and carts in the Bureau of Sewers.

All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

The City of New York, Office of the President of the Borough of Queens, Long Island City, June 25, 1912.

To the Honorable Board of Aldermen, City of New York:

Gentlemen—I am in receipt of a report from the Superintendent of the Bureau of Sewers, to the effect that he will have insufficient funds to pay the laboring gangs in his Bureau until the balance of the year.

He further reports that his Bureau is now organized in accordance with the recommendations recently made by the Commissioner of Accounts. Fifty-one (51) Laborers and twenty horses and carts are employed, while sufficient funds were appropriated to employ forty-one Laborers and eighteen horses and carts for the entire year, hence the shortage.

I therefore beg to request your Honorable Board for an issue of special revenue bonds, amounting to seven thousand three hundred forty-six dollars and fifty cents ($7,346.50), and to that end I enclose the following resolution:

Resolved, That, pursuant to subdivision 8, section 188 of the Charter of The City of New York, the Comptroller is hereby authorized to issue special revenue bonds to an amount not exceeding seven thousand three hundred forty-six dollars and 50 cents ($7,346.50), proceeds whereof to be expended by the President of the Borough of Queens in employing:

Laborers at $3 per day (364 days)	$1,092 00
Laborers at $2.50 per day (1,820 days)	4,550 00
Horses and carts at $3.50 per diem (487 days)	1,704 50
Total	$7,346 50

—the amount of the appropriation funds being insufficient for the purposes of the Bureau of Sewers. Yours respectfully,

DENIS O'LEARY, Acting President of the Borough of Queens.

The City of New York, Office of the President of the Borough of Queens, Bureau of Sewers, Long Island City, N. Y., May 15, 1912.

Hon. DENIS O'LEARY, Commissioner of Public Works, Borough of Queens:

Dear Sir—I desire to recommend that application be made for the issuance of special revenue bonds, the proceeds of which are to be applied to the maintenance of sewers in the Borough of Queens.

In my request for funds in the 1912 Budget, I applied for and was allowed five additional Foremen, it being the intention to form four new gangs, owing to the increased mileage of sewers placed under the jurisdiction of this Bureau. I also requested sufficient funds to employ sixty-one Laborers and twenty-one horses and carts.

The maintenance force of this Bureau is now organized in accordance with the recommendations recently made by the Commissioner of Accounts. Fifty-one Laborers and twenty horses and carts are employed, while sufficient funds were appropriated to employ forty-one Laborers and eighteen horses and carts for the entire year, which will result in there being a shortage of funds during the latter part of the year. I desire to submit that the seasons make no difference in the activities of our maintenance force, and that the following funds will be required to keep the entire force employed until the end of the year:

Laborers, at $3 per diem (364 days)	$1,092 00
Laborers, at $2 per diem (1,820 days)	4,550 00
Horses and carts at $3.50 per diem (487 days)	1,704 50
Total	$7,346 50

I desire to state further that the four gangs have been formed, one on repairs in the 1st Ward, one on sewer and basin cleaning in the 3d Ward, one on general sewer and basin work in the 4th Ward, and one on general sewer and basin work in the 5th Ward, where the Rockaway Park system was turned over to this Bureau last fall. Respectfully yours, JOHN R. HIGGINS, Superintendent.

The City of New York, Office of the President of the Board of Aldermen, 51 Chambers St., New York, June 21, 1912.

Hon. MAURICE E. CONNOLLY, President, Borough of Queens, Jackson Ave. and 5th St., Long Island City:

Dear Sir—I am instructed by the President of the Board of Aldermen to acknowledge the receipt of yours of the 25th inst., relative to an issue of special revenue bonds in the sum of $7,346.50, and the same will be transmitted to the Board at the next regular meeting. Respectfully, WM. O'CONNOR, Secretary.

Alderman Dowling moved immediate consideration of this report.

There being no objection, the Vice-Chairman put the question whether the Board would agree to accept such report and adopt said resolution.

Which was decided in the affirmative by the following vote:

Affirmative—Aldermen Becker, Bedell, Bolles, Boschen, Bosse, Brush, Carberry, Cummuskey, Cunningham, Curran, Davis, Delaney, Devine. Diemer, Dotzler, Dowling, Downing, Drescher, Eagan, Eichhorn, Esterbrook, Fink, Folks, Gaynor, Gelbke, Gilmore, Hamilton, Hannon, Kenneally, Kenney, Levine, Lieberman, Loos, McCann, McCourt, McGarry, McGrath, Marks, Martyn, Meagher, Moore, Mulligan, Nicoll, Nugent, O'Connor, O'Neil, O'Rourke, Pendry, Post, Reardon, Shipley, Smith, Stapleton, Stevenson, Velten, Walsh, Weil, Weston, Wilmot; President Cromwell, President Connolly, President Miller, by Thomas W. Whittle, Commissioner of Public Works; President Steers—63.

No. 1743.

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 236), the annexed request of the Commissioner of Parks, Manhattan and Richmond, for $5,000 Special Revenue Bonds for salaries of Gymnasium and Playground Attendants for remainder of year 1912, respectfully

REPORTS:

That the details of this application are set forth in the letter of request. The Committee believes that this work should be continued.

It therefore recommends that the accompanying resolution be adopted.

Resolved, That in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue Special Revenue Bonds to the amount of five thousand dollars ($5,000), the proceeds whereof to be used by the Commissioner of Parks, Manhattan and Richmond, for the purpose of paying salaries of Gymnasium and Playground Attendants.

All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

The City of New York, Department of Parks, Boroughs of Manhattan and Richmond, Arsenal, Central Park, September 16, 1912.

Board of Aldermen, City of New York, City Hall, New York City:

Gentlemen—I respectfully request that you recommend to the Board of Estimate and Apportionment an authorization of special revenue bonds to an amount of five thousand dollars ($5,000) to pay the salaries of Gymnasium and Playground Attendants for the balance of the year 1912. This amount of money is necessary to carry on the work of the playgrounds for the months of November and December.

In my estimate for the year 1912 I requested an amount of $58,000. The request, however, was decreased by an amount of $9,000 by the Budget Committee for the reason that some of the grounds were, at the time, not completed. The amount of $49,000 provided in the Budget for this year is insufficient for the purposes for the reason that during the summer months I opened ten additional playgrounds. The unexpended balance will only suffice to carry the force necessary to keep even a reduced number of playgrounds open until November 1.

I have during the summer conducted forty grounds on an appropriation made for thirty grounds. The authorization of $5,000 in special revenue bonds will, if granted, allow me to keep open twenty park playgrounds and two indoor gymnasiums for the balance of the year.

When this matter was taken up by the Budget Committee in compiling the Budget for the year 1912, the reduction was made with the understanding that if the ten grounds then under course of construction were opened during the summer, the Commissioner could make application for special revenue bonds to cover the deficiency in appropriation.

I respectfully request that you take immediate action so that no more of the grounds will have to be closed during the year. Respectfully yours,

CHARLES B. STOVER, Commissioner of Parks, Boroughs of Manhattan and Richmond.

Alderman Dowling moved immediate consideration of this report.

There being no objection, the Vice Chairman put the question whether the Board would agree to accept such report and adopt said resolution.

Which was decided in the affirmative by the following vote:

Affirmative—Aldermen Becker, Bedell, Bolles, Boschen, Bosse, Brush, Carberry, Cummuskey, Cunningham, Curran, Davis, Delaney, Devine, Diemer, Dotzler, Dowling, Downing, Drescher, Eagan, Eichhorn, Esterbrook, Fink, Folks, Gaynor, Gelbke, Gilmore, Hamilton, Hannon, Kenneally, Kenney, Levine, Lieberman, Loos, McCann, McCourt, McGarry, McGrath, Marks, Martyn, Meagher, Moore, Mulligan, Nicoll, Nugent, O'Connor, O'Neil, O'Rourke, Pendry, Post, Reardon, Shipley, Smith, Stapleton, Stevenson, Velten, Walsh, Weil, Weston, Wilmot; President Cromwell, President Connolly, President Miller, by Thomas W. Whittle, Commissioner of Public Works, and President Steers—63.

No. 1458 (S. O. No. 108).

The Committee on Finance, to which was referred on July 2, 1912 (Minutes, page 51), the annexed request of the Trustees of Bellevue and Allied Hospitals for $50,000 special revenue bonds for supplies, respectfully

REPORTS:

That owing to the increased cost of supplies and the increased census expenditures have been made which could not be estimated when the Budget was made. It is evident that additional funds are needed, and while the Committee cannot determine exactly what allowance should be made it feels that one-half the request would be within the line of safety. It therefore recommends that the accompanying resolution be adopted.

Resolved, That in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be, and it is hereby, requested to authorize the Comptroller to issue special revenue bonds to the amount of twenty-five thousand dollars ($25,000), the proceeds whereof to be used by the Trustees of Bellevue and Allied Hospitals for the purpose of procuring supplies. All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

Bellevue and Allied Hospitals, Office of the Board of Trustees, 1st Ave. and 26th St., New York, June 24, 1912.

Hon. JOHN PURROY MITCHEL, President, Board of Aldermen, New York City:

Sir—The Trustees of Bellevue and Allied Hospitals have the honor to request the Board of Aldermen to authorize the issue of special revenue bonds not exceeding $50,000, in amounts as follows:

221	Supplies and materials, operation	$30,000 00
228	Fuel, operation	10,000 00
223	Purchase and original equipment of apparatus, machines, harness, vehicles, except automobiles, operation	5,000 00
234	Purchase of furniture and fittings, operation	5,000 00
		$50,000 00

These sums are necessary to meet deficits in the appropriations named. A statement prepared by the General Medical Superintendent, giving in detail the reasons for the necessity of this request, is attached. Since the communication from Doctor O'Hanlon was received, however, contracts have been awarded for the supply of coal, and it would now appear that the deficit in the appropriation for fuel will only be $10,000 instead of $20,000 as indicated therein. Respectfully,

J. K. PAULDING, Secretary, Board of Trustees.

No. 1724 (S. O. No. 109).

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 220), the annexed resolution in favor of an issue of $1,793.75 special revenue bonds for payment of rental of space authorized by the Sinking Fund for the Commissioner of Jurors, Borough of Brooklyn, respectfully

REPORTS:

That having examined the subject, it believes the proposed allowance to be necessary. It therefore recommends that the said resolution be adopted.

Resolved, That, in pursuance of subdivision 8, section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of $1,793.75, the proceeds whereof to be used by the Comptroller for the payment of rent of the three stores, 358-360-362 on the Adams st. front of the Park Building, in the Borough of Brooklyn, containing a total area of 2,870 square feet, under a lease to the City, from July 1, 1912, to December 31, 1912, for use of the Commissioner of Jurors of the Borough of Brooklyn.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

The City of New York, Department of Finance, Comptroller's Office, August 10, 1912.

To the Honorable the Board of Aldermen, City of New York:

Gentlemen—On June 12, 1912, the Commissioners of the Sinking Fund authorized a lease of the three stores, 358-360-362, situated on the Adams st. front of the Park Building, in the Borough of Brooklyn, containing an area of 2,870 square feet, for use of the Commissioner of Jurors, Borough of Brooklyn, for a term of five years from July 1, 1912, at a rental of $3,587.50 a year.

This is a new lease, the rent of which is a charge against the County of Kings, and as no provision has been made for it in the Rent Budget for the year 1912, it will be necessary to provide money for the payment of the same for the period from July 1, 1912, to December 31, 1912 (six months), at the rate of $3,587.50 a year, or the sum of $1,793.75.

In view of the condition above recited and in order that provision r
for the payment of the rent, I respectfully recommend that your Boa
accompanying resolution.

Respectfuly, WM. A. PRENDERGAST, C

No. 1725 (S. O. No. 110).

The Committee on Finance, to which was referred on Septembe
utes, page 220), the annexed request for $80 special revenue bonds
premium on insurance on books of the Supreme Court Library, C
respectfully

REPORTS:

That the Librarian appeared before the Committee and stated that $70 would be sufficient. The Committee believes this to be a necessary expenditure, and therefore recommends that the accompanying resolution be adopted.

Resolved, That in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of eighty dollars ($80), the proceeds whereof to be used by the Trustees of the Supreme Court Library, Borough of Queens, for the purpose of payment of insurance premium on bonds.

All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

Supreme Court Library, in the County of Queens, County Court House, Long Island City, N. Y., July 26, 1912.

To the Honorable the Board of Aldermen of The City of New York:

Gentlemen—Application is hereby respectfully made for a special revenue bond in the amount of $80.00 for the purpose of paying the premium on a policy for insuring the books of the Supreme Court Library in the County of Queens, as provided by Chapter 557 of the Laws of 1911. Yours very truly,

R. W. KELLOGG, President of the Board of Trustees, per E. S.

No. 1726 (S. O. No. 111).

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 221), the annexed request from the Clerk of the City Court for $3,300 special revenue bonds for salaries of three additional Assistant Clerks, respectfully

REPORTS:

That, having examined the subject, it believes that this is a mandatory charge, under the provisions of chapters 465 and 466, Laws of 1912. It therefore recommends that the accompanying resolution be adopted.

Resolved, That in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of three thousand three hundred dollars ($3,300), the proceeds whereof to be used by the Clerk of the City Court for the purpose of paying salaries of three additional Assistant Clerks.

All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

City Court of the City of New York, New York, July 9, 1912.

To the Honorable Board of Aldermen, City Hall, City:

Gentlemen—Since the allowance of the Budget appropriation to the City Court for the year 1912 three additional Attendants and three additional Assistant Clerks have been created by Chapters 465 and 466 of the Laws of 1912. Pursuant to the provisions of the chapters referred to the justices of the City Court desire to fill the positions by September 1st, next, and in order to meet the additional expense it will be necessary for your honorable board to request the Board of Estimate and Apportionment to provide for it by an issue of special revenue bonds in the sum of $3,300.

Respectfully yours, THOMAS F. SMITH, Clerk of the City Court.

No. 1735—(S. O. No. 112)

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 232), the annexed request from the Chief of the Bureau of Licenses for $200 special revenue bonds for furniture and fittings, respectfully

REPORTS:

That, having examined the subject, it believes the proposed allowance to be necessary, owing to the increase in the volume of papers under consideration by this Bureau.

It therefore recommends that the accompanying resolution be adopted.

Resolved, That, in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of two hundred dollars ($200), the proceeds whereof to be used by the Chief of the Bureau of Licenses, Mayor's office, for the purpose of repairs to furniture and fittings. All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

Mayor's Office, Bureau of Licenses, City Hall, New York, August 27, 1912

To the Honorable Board of Aldermen, City Hall, New York, N. Y.:

Gentlemen—I respectfully request your honorable board to authorize the issue of special revenue bonds in the sum of $200, to pay for repairs to furniture and fittings in this Bureau from August 1, 1912, to December 31, 1912. Respectfully,

JAMES G. WALLACE, Jr., Chief of Bureau.

Which were severally laid over.

No. 1737—(S. O. No. 113)

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 232), the annexed request from the Corporation Counsel for $30,000 special revenue bonds for continuation of litigation relating to pollution of New York waters, respectfully

REPORTS:

That this is an extremely important matter and should be furnished with additional funds. Dr. O'Sullivan was not able to inform the Committee just how much would be needed for the remainder of the year, so the Committee has endeavored to solve the question by allowing one-third of what was asked for use up to March 1, 1913, i.e., $10,000.

It therefore recommends that the accompanying resolution be adopted.

Resolved, That, in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of ten thousand dollars ($10,000), the proceeds whereof to be used by the Corporation Counsel for the purpose of the continuation of litigation relating to the pollution of New York waters. All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

City of New York, Law Department, Office of the Corporation Counsel, New York, August 27, 1912.

To the Honorable the Board of Aldermen:

Sirs—There is now pending in the Supreme Court of the United States the case of the People of the State of New York, complainants, against the State of New Jersey and Passaic Valley Sewerage Commissioners, defendants. During the trial of this case since June, 1911, over seven large volumes of testimony have been taken. This testimony is almost entirely scientific and complex, and has been given by the most eminent sanitary and hydraulic engineers, bacteriologists, chemists, physicians and biologists.

On June 8, 1911, a request was made by this office for the sum of $50,000.00, to meet the expenses of this litigation, and this sum was appropriated by your honorable body. Since June, 1911, during the large number of hearings held in this suit, thousands of chemical analyses and bacteriological examinations have been placed on record, as well as a long series of tests determining the salinity, the oxygen percentages, tidal phenomena, geodetic surveys, and a lengthy chain of correlated scientific topics.

The object of the suit is to secure an injunction against the State of New Jersey and Passaic Valley Sewerage Commissioners, restraining them from menacing the health and destroying the property of the citizens of the greater city of New York.

The Passaic Valley trunk sewer project, which it is sought to restrain, contemplates draining not only the 103 square miles of territory originally selected in the most populous region of the State of New Jersey, from Paterson to Newark, but this territory is about to be increased in area; so that the trunk sewer, if put into operation, will now discharge, approximately, at full capacity, 410,000,000 gallons of septic sewage and trade refuse per day. So vast a volume of putrescent filth discharged daily into New York's upper bay would practically render New York City intolerable for either business or residence, and would destroy property values not readily within the range of calculation.

Under the order of the Supreme Court of the United States in this suit, which is designated as No. 4, Original, the taking of testimony will proceed until April 30, 1913.

The evidence to be presented will be of such a character as to warrant the Supreme Court of the United States in granting the injunction, and will consume the full time set down by the Court for placing such testimony upon the record.

The witnesses still awaiting the opportunity of testifying at the resumed hearings, which will commence September 3, 1912, are men of the greatest eminence and the highest professional reputations both in this country and in Europe.

The previous appropriation is now very nearly exhausted and there is pressing need of a further appropriation for the completion of the complainant's case; and I most respectfully request an issue of special revenue bonds to the amount of $30,000 in order to meet the further expenses of this litigation; and I further request that in accordance with the provisions of paragraph 8 of section 188 of the Greater New York Charter you take the necessary action. The amount suggested is the nearest estimate I can make at the present time. Respectfully yours,

G. L. STERLING, Acting Corporation Counsel.

No. 1738—(S. O. No. 114)

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 232), the annexed request from the Sheriff of Queens County for $1,500 special revenue bonds for replenishing contingent account, respectfully

REPORTS:

That the Sheriff appeared before the Committee and supplemented his letter of request by stating that the work required of his office for 1912 was much greater than was estimated when the Budget was made up necessitating this additional allowance. The Committee believes that one-half will answer, and recommends that the accompanying resolution be adopted.

Resolved, That, in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of seven hundred and fifty dollars ($750), the proceeds whereof to be used by the Sheriff of Queens County for the purpose of replenishing contingent account. All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

Office of the Sheriff, Queens County, County Court House, Long Island City, July 12, 1912.

Honorable Board of Aldermen, New York City, N. Y.:

Gentlemen—I respectfully request your honorable Board to recommend the issuance of special revenue bonds for the sum of $1,500 to defray expenses chargeable against Account No. 2422, Contingencies, to this office for the year 1912.

In support of my request, I beg to state that we were allowed the sum of $2,370 as an appropriation to this fund. Up to the 30th day of June, 1912, we expended from this amount the sum of $1,856.32, leaving a balance of $513.68.

This appropriation which is used for contingencies in this office and is also used to pay for the transportation of prisoners to and from the various courts and State prisons and institutions throughout the State of New York, as well as all the traveling expenses of the deputies attached to this office.

I ask for the amount of $1,500 because it will be necessary to have the same amount for the next six months as it was for the past six months.

The total, when the requested amount is added to the balance now in the account, will be $2,013.68.

Trusting that you will give this matter your attention, I am, very truly yours,

THOMAS M. QUINN, Sheriff of Queens County.

No. 1740—(S. O. No. 115)

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 234), the annexed request from the Commissioner of Parks, Borough of Queens, for $7,670 special revenue bonds for wages, temporary employees, respectfully

REPORTS:

That, having examined the subject, it believes the proposed allowance to be necessary. The details are set forth in the letter of request.

It therefore recommends that the accompanying resolution be adopted.

Resolved, That, in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of seven thousand six hundred and seventy dollars ($7,670), the proceeds whereof to be used by the Commissioner of Parks, Borough of Queens, for the purpose of paying wages to temporary employees. All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

The City of New York, Department of Parks, Borough of Queens, September 3, 1912.

Hon. H. H. CURRAN, Chairman, Committee on Finance, of the Honorable Board of Aldermen, City of New York:

Dear Sir—I have the honor to request the adoption of a resolution of approval for the issue of revenue bonds in the sum of seven thousand six hundred and seventy dollars ($7,670), to supply a deficiency in the appropriation No. 1101, "Maintenance, Parks and Boulevards, Wages, Temporary Employees," for payment of "Laborers." The original allowance has been absolutely insufficient to meet the service required in twenty parks, covering about 1,000 acres, as shown in list submitted herewith. A statement is also annexed setting forth the appropriation originally made, used to date, and balance required to December 31, 1912:

	Days.
Original allowance	8,000
Used to September 1	7,252
Unused	748
Required September 1 to December 31, approximately 106 days for 36 men or	3,816
Deduct days remaining unused	748
Balance	3,068

—to be provided for at compensation of $2.50 per day is $7,670.

These Laborers will be assigned as follows:

Golf house and links	4
Forest Park (Mechanics and Gardeners)	6
Forest Park, Engineers	1
Forest Park, roads	6
Highland Park, upkeep	3
Kissena Park, upkeep	3
Kings and Ashmead Parks, upkeep	3
Upland Park, upkeep	1
Rockaway Park, upkeep	4
Rainey Park, upkeep	2
Linden Park, upkeep	1
College Point Park, upkeep	1
Flushing and Leavitt Parks, upkeep	1
Total	36

The 748 days remaining would last only 21 days, which would necessitate the discharge of the 36 Laborers on or about September 22, leaving the parks in many instances absolutely uncared for. Respectfully,

WALTER G. ELIOT, Commissioner of Parks, Borough of Queens.

No. 1741—(S. O. No. 116)

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 234), the annexed request from the Municipal Explosives Commission for $4,785 special revenue bonds for salaries for remainder of year 1912, respectfully

REPORTS:

That the Committee does not see how the Commission can continue its sittings after the funds appropriated for the purpose by the duly constituted authorities are

REPORTS:

That the Librarian appeared before the Committee and stated that $70 would be sufficient. The Committee believes this to be a necessary expenditure, and therefore recommends that the accompanying resolution be adopted.

Resolved, That in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of eighty dollars ($80), the proceeds whereof to be used by the Trustees of the Supreme Court Library, Borough of Queens, for the purpose of payment of insurance premium on bonds.

All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

Supreme Court Library, in the County of Queens, County Court House, Long Island City, N. Y., July 26, 1912.

To the Honorable the Board of Aldermen of The City of New York:

Gentlemen—Application is hereby respectfully made for a special revenue bond in the amount of $80.00 for the purpose of paying the premium on a policy for insuring the books of the Supreme Court Library in the County of Queens, as provided by Chapter 557 of the Laws of 1911. Yours very truly,

R. W. KELLOGG, President of the Board of Trustees, per E. S.

No. 1726 (S. O. No. 111).

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 221), the annexed request from the Clerk of the City Court for $3,300 special revenue bonds for salaries of three additional Assistant Clerks, respectfully

REPORTS:

That, having examined the subject, it believes that this is a mandatory charge, under the provisions of chapters 465 and 466, Laws of 1912. It therefore recommends that the accompanying resolution be adopted.

Resolved, That in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of three thousand three hundred dollars ($3,300), the proceeds whereof to be used by the Clerk of the City Court for the purpose of paying salaries of three additional Assistant Clerks.

All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

City Court of the City of New York, New York, July 9, 1912.

To the Honorable Board of Aldermen, City Hall, City:

Gentlemen—Since the allowance of the Budget appropriation to the City Court for the year 1912 three additional Attendants and three additional Assistant Clerks have been created by Chapters 465 and 466 of the Laws of 1912. Pursuant to the provisions of the chapters referred to the justices of the City Court desire to fill the positions by September 1st, next, and in order to meet the additional expense it will be necessary for your honorable board to request the Board of Estimate and Apportionment to provide for it by an issue of special revenue bonds in the sum of $3,300.

Respectfully yours, THOMAS F. SMITH, Clerk of the City Court.

No. 1735—(S. O. No. 112)

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 232), the annexed request from the Chief of the Bureau of Licenses for $200 special revenue bonds for furniture and fittings, respectfully

REPORTS:

That, having examined the subject, it believes the proposed allowance to be necessary, owing to the increase in the volume of papers under consideration by this Bureau.

It therefore recommends that the accompanying resolution be adopted.

Resolved, That, in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of two hundred dollars ($200), the proceeds whereof to be used by the Chief of the Bureau of Licenses, Mayor's office, for the purpose of repairs to furniture and fittings. All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

Mayor's Office, Bureau of Licenses, City Hall, New York, August 27, 1912

To the Honorable Board of Aldermen, City Hall, New York, N. Y.:

Gentlemen—I respectfully request your honorable board to authorize the issue of special revenue bonds in the sum of $200, to pay for repairs to furniture and fittings in this Bureau from August 1, 1912, to December 31, 1912. Respectfully,

JAMES G. WALLACE, Jr., Chief of Bureau.

Which were severally laid over.

No. 1737—(S. O. No. 113)

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 232), the annexed request from the Corporation Counsel for $30,000 special revenue bonds for continuation of litigation relating to pollution of New York waters, respectfully

REPORTS:

That this is an extremely important matter and should be furnished with additional funds. Dr. O'Sullivan was not able to inform the Committee just how much would be needed for the remainder of the year, so the Committee has endeavored to solve the question by allowing one-third of what was asked for use up to March 1, 1913, i.e., $10,000.

It therefore recommends that the accompanying resolution be adopted.

Resolved, That, in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of ten thousand dollars ($10,000), the proceeds whereof to be used by the Corporation Counsel for the purpose of the continuation of litigation relating to the pollution of New York waters. All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

City of New York, Law Department, Office of the Corporation Counsel, New York, August 27, 1912.

To the Honorable the Board of Aldermen:

Sirs—There is now pending in the Supreme Court of the United States the case of the People of the State of New York, complainants, against the State of New Jersey and Passaic Valley Sewerage Commissioners, defendants. During the trial of this case since June, 1911, over seven large volumes of testimony have been taken. This testimony is almost entirely scientific and complex, and has been given by the most eminent sanitary and hydraulic engineers, bacteriologists, chemists, physicians and biologists.

On June 8, 1911, a request was made by this office for the sum of $50,000.00, to meet the expenses of this litigation, and this sum was appropriated by your honorable body. Since June, 1911, during the large number of hearings held in this suit, thousands of chemical analyses and bacteriological examinations have been placed on record, as well as a long series of tests determining the salinity, the oxygen percentages, tidal phenomena, geodetic surveys, and a lengthy chain of correlated scientific topics.

The object of the suit is to secure an injunction against the State of New Jersey and Passaic Valley Sewerage Commissioners, restraining them from menacing the health and destroying the property of the citizens of the greater city of New York.

The Passaic Valley trunk sewer project, which it is sought to restrain, contemplates draining not only the 103 square miles of territory originally selected in the most populous region of the State of New Jersey, from Paterson to Newark, but this territory is about to be increased in area; so that the trunk sewer, if put into operation, will now discharge, approximately, at full capacity, 410,000,000 gallons of septic sewage and trade refuse per day. So vast a volume of putrescent filth discharged daily into New York's upper bay would practically render New York City intolerable for either business or residence, and would destroy property values not readily within the range of calculation.

Under the order of the Supreme Court of the United States in this suit, which is designated as No. 4, Original, the taking of testimony will proceed until April 30, 1913.

The evidence to be presented will be of such a character as to warrant the Supreme Court of the United States in granting the injunction, and will consume the full time set down by the Court for placing such testimony upon the record.

The witnesses still awaiting the opportunity of testifying at the resumed hearings, which will commence September 3, 1912, are men of the greatest eminence and the highest professional reputations both in this country and in Europe.

The previous appropriation is now very nearly exhausted and there is pressing need of a further appropriation for the completion of the complainant's case; and I most respectfully request an issue of special revenue bonds to the amount of $30,000 in order to meet the further expenses of this litigation; and I further request that in accordance with the provisions of paragraph 8 of section 188 of the Greater New York Charter you take the necessary action. The amount suggested is the nearest estimate I can make at the present time. Respectfully yours,

G. L. STERLING, Acting Corporation Counsel.

No. 1738—(S. O. No. 114)

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 232), the annexed request from the Sheriff of Queens County for $1,500 special revenue bonds for replenishing contingent account, respectfully

REPORTS:

That the Sheriff appeared before the Committee and supplemented his letter of request by stating that the work required of his office for 1912 was much greater than was estimated when the Budget was made up necessitating this additional allowance. The Committee believes that one-half will answer, and recommends that the accompanying resolution be adopted.

Resolved, That, in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of seven hundred and fifty dollars ($750), the proceeds whereof to be used by the Sheriff of Queens County for the purpose of replenishing contingent account. All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

Office of the Sheriff, Queens County, County Court House, Long Island City, July 12, 1912.

Honorable Board of Aldermen, New York City, N. Y.:

Gentlemen—I respectfully request your honorable Board to recommend the issuance of special revenue bonds for the sum of $1,500 to defray expenses chargeable against Account No. 2422, Contingencies, to this office for the year 1912.

In support of my request, I beg to state that we were allowed the sum of $2,370 as an appropriation to this fund. Up to the 30th day of June, 1912, we expended from this amount the sum of $1,856.32, leaving a balance of $513.68.

This appropriation which is used for contingencies in this office and is also used to pay for the transportation of prisoners to and from the various courts and State prisons and institutions throughout the State of New York, as well as all the traveling expenses of the deputies attached to this office.

I ask for the amount of $1,500 because it will be necessary to have the same amount for the next six months as it was for the past six months.

The total, when the requested amount is added to the balance now in the account, will be $2,013.68.

Trusting that you will give this matter your attention, I am, very truly yours,

THOMAS M. QUINN, Sheriff of Queens County.

No. 1740—(S. O. No. 115)

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 234), the annexed request from the Commissioner of Parks, Borough of Queens, for $7,670 special revenue bonds for wages, temporary employees, respectfully

REPORTS:

That, having examined the subject, it believes the proposed allowance to be necessary. The details are set forth in the letter of request.

It therefore recommends that the accompanying resolution be adopted.

Resolved, That, in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of seven thousand six hundred and seventy dollars ($7,670), the proceeds whereof to be used by the Commissioner of Parks, Borough of Queens, for the purpose of paying wages to temporary employees. All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

The City of New York, Department of Parks, Borough of Queens, September 3, 1912.

Hon. H. H. CURRAN, Chairman, Committee on Finance, of the Honorable Board of Aldermen, City of New York:

Dear Sir—I have the honor to request the adoption of a resolution of approval for the issue of revenue bonds in the sum of seven thousand six hundred and seventy dollars ($7,670), to supply a deficiency in the appropriation No. 1101, "Maintenance, Parks and Boulevards, Wages, Temporary Employees," for payment of "Laborers." The original allowance has been absolutely insufficient to meet the service required in twenty parks, covering about 1,000 acres, as shown in list submitted herewith. A statement is also annexed setting forth the appropriation originally made, used to date, and balance required to December 31, 1912:

	Days.
Original allowance	8,000
Used to September 1	7,252
Unused	748
Required September 1 to December 31, approximately 106 days for 36 men or	3,816
Deduct days remaining unused	748
Balance	3,068

—to be provided for at compensation of $2.50 per day is $7,670.

These Laborers will be assigned as follows:

Golf house and links	4
Forest Park (Mechanics and Gardeners)	6
Forest Park, Engineers	1
Forest Park, roads	6
Highland Park, upkeep	3
Kissena Park, upkeep	3
Kings and Ashmead Parks, upkeep	3
Upland Park, upkeep	1
Rockaway Park, upkeep	4
Rainey Park, upkeep	2
Linden Park, upkeep	1
College Point Park, upkeep	1
Flushing and Leavitt Parks, upkeep	1
Total	36

The 748 days remaining would last only 21 days, which would necessitate the discharge of the 36 Laborers on or about September 22, leaving the parks in many instances absolutely uncared for. Respectfully,

WALTER G. ELIOT, Commissioner of Parks, Borough of Queens.

No. 1741—(S. O. No. 116)

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 234), the annexed request from the Municipal Explosives Commission for $4,785 special revenue bonds for salaries for remainder of year 1912, respectfully

REPORTS:

That the Committee does not see how the Commission can continue its sittings after the funds appropriated for the purpose by the duly constituted authorities are exhausted; neither does it think that public policy demands continuous sessions of this Commission. It believes that the Stenographer should be paid up to and including October 8, 1912, but denies the remainder of the application. It therefore recommends that the accompanying resolution providing for $255 special revenue bonds for payment of Stenographer up to and including October 8, 1912, be adopted.

Resolved, That, in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of two hundred and fifty-five dollars ($255), the proceeds whereof to be used by the Municipal Explosives Commission for the purpose of paying the Stenographer up to and including October 8, 1912.

All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, CHAS. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

Municipal Explosives Commission of The City of New York, 157 East 67th Street, September 17, 1912.

To the Honorable the Board of Aldermen of The City of New York, City Hall, New York City:

Gentlemen—We respectfully request that special revenue bonds to the amount of $4,785 be issued, in order that this Commission may have funds with which to carry on its work during the remainder of the current year.

This Commission consists of four paid commissioners, with pay of $10 each per session; the fifth member is the Fire Commissioner, who is ex-officio chairman. It also has a stenographer, with authorized pay of $7.50 per session, who acts as its secretary.

In accordance with the statute, the Commission meets upon the call of the Fire Commissioner. Thus far the Commission has met each working day during the year, and the accumulation of business now before it would indicate that it will be necessary to continue to meet daily during the remainder of the year.

The appropriation made in the Budget for the pay of the Commission during the year 1912 was exhausted on August 23d, inclusive, except that there are funds still further available for the pay of the stenographer for four days during the month of August, to wit: $30.

The detailed estimate of funds necessary is as follows:

Pay for three commissioners for seven days during August, at $10 each per session, and of one commissioner for two days during August, at $10 per session	$230 00
Estimated pay of commissioners for September; three commissioners 24 days each, at $10 each per session, and one commissioner for seven days, at $10 per session	790 00
Estimated pay of commissioners for October; four commissioners, 26 days each, at $10 each per session	1,040 00
Estimated pay of commissioners for November; four commissioners, 24 days each, at $10 each per session	960 00
Estimated pay of commissioners for December; four commissioners, 25 days each, at $10 each per session	1,000 00
	$4,020 00
Estimated amount to pay Albert Bruns, Stenographer, for 3 days in August, 24 days in September, 26 days in October, 24 days in November and 25 days in December, or 102 days, at $7.50 per day	765 00
Total	$4,785 00

Respectfully,

MUNICIPAL EXPLOSIVES COMMISSION, JOS. JOHNSON, Fire Commissioner and Chairman.

No. 1742—(S. O. No. 117)

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 235), the annexed request from the Commissioner of Public Charities for $128,800 special revenue bonds to meet deficits in certain 1912 accounts, respectfully

REPORTS:

That the Committee is of the opinion that the increase in census and increase in cost of living has made necessary and addition to the sub-appropriations recited in the letter of request. It is not in a position to determine with exactitude the minimum amount which could be used, and it therefore recommends that the accompanying resolution for $75,000 be adopted.

Resolved, That in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of seventy-five thousand dollars ($75,000), the proceeds whereof to be used by the Commissioner of Public Charities for the purpose of meeting anticipated deficits.

All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, CHAS. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

Department of Public Charities of The City of New York, foot of East 26th st., New York, September 16, 1912:

To the Honorable the Board of Aldermen:

Gentlemen—On May 24, 1912, this Department made a request for an issue of special revenue bonds in the sum of one hundred and seventy-eight thousand eight hundred dollars, to meet anticipated deficits in certain appropriations allowed for the current year. On June 11, 1912, your Honorable Board adopted a resolution recommending to the Board of Estimate and Apportionment the issue of special revenue bonds to the amount of fifty thousand dollars. I now take the liberty of requesting your early and favorable consideration of that portion of my communication of May 24, 1912, above referred to, on which you have not yet taken any action. The depleted condition of some of our appropriation accounts makes this course imperative. Herewith will be found a statement showing:

(a) The numbers and titles of the appropriation accounts affected.
(b) The amount of special revenue bonds requested on May 24, 1912.
(c) The amount of special revenue bonds authorized June 11, 1912.
(d) The balance of special revenue bonds not yet authorized, and for which a renewed request is hereby made.

Trusting that this application will receive your prompt and favorable consideration I am, yours very respectfully, MICHAEL J. DRUMMOND, Commissioner.

Code No. 1912	Title of Appropriation and Borough.	Special Revenue Bonds Requested May 24, 1912.	Special Revenue Bonds Authorized June 11, 1912.	Balance of Special Revenue Bonds for Which Renewed Request Is Hereby Made.
626	Supplies and Materials, Manhattan and The Bronx	*$91,100 00	$43,150 00	$47,950 00
627	Supplies and Materials, Brooklyn and Queens	8,700 00	....	8,700 00
628	Supplies and Materials, Richmond.........	8,200 00	....	8,200 00
639	Housing Storage and Repairs to Apparatus, Machines, Harness and Vehicles, Except Automobiles, Manhattan and The Bronx.	4,000 00	....	4,000 00
632	Repairs and Replacements by Departmental Labor, Richmond.....................	4,000 00	2,000 00	2,000 00
642	Maintenance, Repairs and Storage of Automobiles, Manhattan and The Bronx.....	4,500 00	2,000 00	2,500 00
646	Shoeing and Boarding Horses, Including Veterinary Services, Brooklyn and Queens	700 00	700 00	....
648	Fuel, Manhattan and The Bronx.........	27,500 00	....	27,500 00
649	Fuel, Brooklyn and Queens..............	11,700 00	....	11,700 00
653	Forage, Richmond.......................	1,000 00	500 00	500 00
660	Clothing for Epileptics sent to Craig Colony, Miscellaneous..................	3,750 00	....	3,750 00
661	Donations to Grand Army Veterans, Miscellaneous	10,000 00	....	10,000 00
662	Donations to United Spanish War Veterans, Miscellaneous..................	1,000 00	....	1,000 00
670	Purchase and Original Equipment of Apparatus, Machines, Harness and Vehicles, Except Automobiles, Manhattan and The Bronx	*1,000 00	1,000 00	....
672	Ditto, Richmond........................	500 00	500 00	....
674	Purchase of Furniture and Fittings, Brooklyn and Queens......................	1,000 00	....	1,000 00
675	Ditto, Richmond........................	*150 00	150 00	....
	Totals..................................	$178,800 00	$50,000 00	$128,800 00

* As revised.

No. 1746 (S. O. No. 18).

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 239), the annexed request from the Commissioner of Correction for $43,600 special revenue bonds for supplies, etc., for remainder of year 1912, respectfully

REPORTS:

That the details of this application are set forth in the letter of request. The Committee believes that the increased cost of living and higher census makes necessary an additional appropriation. It is not in a position to compute exactly the minimum amount required, and therefore recommends that the accompanying resolution for $25,000 special revenue bonds be adopted.

Resolved, That, in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of twenty-five thousand dollars ($25,000), the proceeds whereof to be used by the Commissioner of Correction for the purpose of procuring supplies for the remainder of the year 1912.

All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, CHAS. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

Department of Correction of the City of New York, Commissioner's Office, 148 East 20th street, New York, October 7, 1912.

Hon. PATRICK A. WHITNEY, Commissioner of Correction:

Dear Sir—In support of our request for an issue of special revenue bonds to the amount of $40,000 to provide for a threatened deficiency in our appropriation No. 273, "Supplies and Materials, General," the following table is submitted:

	Price 1911. Average	Price. 1912.	Increase in Price.	Quantity. Lbs.	Increase in Cost.
Beef	$0.0840	$0.0970	$0.013	1,000,000	$13,000 00
Potatoes	.0122	.0163	.0041	1,350,000	5,535 00
Onions	.0138	.0223	.0085	230,000	1,955 00
Cabbage	.0098	.0166	.0068	240,000	1,632 00
				Bbls.	
Flour No. 1	4.11	4.58	.47	3,000	1,410 00
Flour No. 2	3.77	4.15	.38	6,600	2,288 00
					$25,820 00

These are a few of the principal items on which the prices have advanced from year to year, and inasmuch as we are compelled to estimate the probable cost on the basis of the current year's prices, it will serve to show how the amount available is decreased by just so much.

Added to this is the shortage in beef, for which an estimate of 1,000,000 pounds was made as the probable consumption for the year 1912, while the increased census, a comparative table of which I hand you herewith, made it necessary to draw on our contract at the rate of about 100,000 pounds per month, making the total used up to September 30 902,272 pounds.

Estimated quantity needed for November and December, 200,000 pounds, at estimated price of 11 cents per pound, $22,000.

There are no balances that might be transferred to this fund which, as per statement of September 30 shows an unencumbered balance of $1,174.76.

Respectfully submitted,

FRANK J. REYNOLDS, General Bookkeeper and Auditor.

DEPARTMENT OF CORRECTION.

Census of Employees and Prisoners.

	Daily Average for Month.		Daily Average for Six Months.	
	Employees.	Inmates.	Employees.	Inmates.
1911.				
January	467	3,908	466	4,169
February	463	4,243		
March	470	4,204		
April	467	4,192		
May	471	4,260		
June	469	4,207		
July	470	4,121	473	4,134
August	475	4,274		
September	473	4,280		
October	473	4,134		
November	473	4,040		
December	473	3,954		
1912.				
January	481	4,320	485	4,401
February	482	4,442		
March	482	4,473		
April	484	4,428		
May	484	4,363		
June	497	4,380		

Department of Correction of The City of New York, Commissioner's Office, 148 E. 20th St., New York, October 7, 1912.

Hon. PATRICK A. WHITNEY, Commissioner of Correction:

Dear Sir—In regard to request sent to the Board of Aldermen on August 7, 1912, for an issue of special revenue bonds to the amount of $3,600 for the use of this Department, for the purchase of forage during the year 1912, would say:

The estimated price at which we proposed to purchase the 360,000 pounds of hay needed was stated in our departmental estimate at .0109, but we had to pay .0145 per pound, which made a deficiency on hay of.......	$1,296 00

The estimated price on oats was .0136 per pound, while actual price was .01 31-32, which on the 360,000 pounds of oats needed created a deficiency of	2,196 00
	$3,492 00
The estimated cost for the year 1912	$12,890 00
Appropriation, forage, 1912	9,360 00
Deficiency	$3,530 00

We have in the Department stables 64 horses and 4 mules. Respectfully,

FRANK J. REYNOLDS, General Bookkeeper and Auditor.

Department of Correction of the City of New York, Commissioner's Office, 148 East 20th street, New York, August 7, 1912.

The Hon. JOHN PURROY MITCHEL, President, Board of Aldermen, New York City:

Dear Sir—Pursuant to the provisions of secton 188 of the Charter, I would respectfully ask that your Honorable Board will request the Board of Estimate and Apportionment to authorize the issue of special revenue bonds to the amount of forty-three thousand six hundred dollars ($43,600) for use of the Department of Correction during the current year, as follows:

273	Supplies and Materials, General	$40,000 00
282	Forage	3,600 00

In the matter of "Supplies and Materials," for which $40,000 is asked, the increase in the prices of various foodstuffs over the bids for 1911 (on which the estimate for 1912 was based) has depleted this fund to a great extent. Added to this is the fact that as against an average, for 1911, of 470 employees and 4,152 prisoners, we have had, for the first six months of 1912, to provide for an average daily census of 485 employees and 4,401 prisoners.

The City Prison, Queens, which has been under the jurisdiction of the Department of Correction isnce June 1, 1912, will also draw on department funds for supplies for the remainder of this year.

The unencumbered balance in the fund, "Supplies and Materials, General," as per statement of July 31, 1912, is $9,778.87.

In the matter of forage, the increase in cost over the prices for 1911, on which our estimate was made, renders it necessary for the Department to ask for an addition to that fund also.

The estimated cost of forage for 1912 is about twelve thousand, eight hundred and ninety dollars ($12,890), while the amount appropriated is nine thousand three hundred and sixty dollars ($9,360) only.

Trusting that the above request for the issue of the bonds required will receive the approval of your Honorable Board, I am, very respectfully,

PATRICK A. WHITNEY, Commissioner.

No. 1753 (S. O. No. 119).

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 244), the annexed request from the Commissioner of Correction for $3,105 special revenue bonds for salaries, respectfully

REPORTS:

That, having examined the subject, it believes certain additional employees to be necessary, as follows: One Cook at $600; 1 Matron at $600; 6 Keepers at $800 each; 1 Physician at $1,200; 1 Clerk at $750. For two months the salaries of these positions would amount to $1,325. The Committee recommends that the accompanying resolution be adopted.

Resolved, That, in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of one thousand three hundred and twenty-five dollars ($1,325), the proceeds whereof to be used by the Commissioner of Correction for the purpose of wages for certain additional employees.

All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, CHAS. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

Department of Correction of The City of New York, Commissioner's Office, 148 E. 20th St., New York, September 12, 1912.

Hon. JOHN PURROY MITCHEL, President, Board of Aldermen, New York City:

Dear Sir—Pursuant to the provisions of section 188 of the Charter, I would respectfully ask that your honorable Board will request the Board of Estimate and Apportionment to authorize the issue of special revenue bonds to the amount of three thousand one hundred and five dollars ($3,105), for the payment of the salaries of the following additional employees needed at the City Prison, Queens, from October 1 to December 31, 1912:

Drivers, 2 at $1,000	$2,000 00
Cook	720 00
Matrons, 2 at $600	1,200 00
Keepers, 8 at $800	6,400 00
Physician	1,200 00
Clerk	900 00
	$12,420 00
Amount needed for three months	$3,105 00

This institution was on June 1 of this year transferred to the care of the Department of Correction in accordance with the provisions of chapter 456, Laws of 1912. At the time the only employees who could be taken over were a Warden, an Orderly, three Keepers and a Matron.

The additional employees are needed to properly man the prison, which has an average census of 100 prisoners, with accommodations for over 400.

Since the time of the transfer we have been compelled to make drafts on various other of our prisons for sufficient help to take care of this one, with the result that in some of the institutions we have hardly enough help to handle the prisoners.

For this reason I would respectfully urge your honorable Board to take immediate, favorable action in the matter. Very respectfully,

PATRICK A. WHITNEY, Commissioner.

No. 1754 (S. O. No. 120).

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 245), the annexed request from the Sheriff of Queens County for $680 special revenue bonds for expenses of primary election on September 17, 1912, respectfully

REPORTS:

That this expenditure was made necessary by an order from the Governor, and covered 112 men at $5 each, and the hire of three automobiles.

The Committee recommends that the accompanying resolution be adopted.

Resolved, That in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of six hundred and eighty dollars ($680), the proceeds whereof to be used by the Sheriff of Queens County for the purpose of expenses of primary election on September 17, 1912. All obligations contracted for hereunder to be incurred on or before December 31, 1912.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

Office of the Sheriff, Queens County, County Court House, Long Island City, September 19, 1912.

To the Honorable Board of Aldermen, City of New York:

Gentlemen—I respectfully request your honorable Board to recommend to the Board of Estimate and Apportionment, under section 188 of the Charter, an authorization to issue special revenue bonds in the sum of six hundred eighty dollars ($680) to meet the cost of complying with the order of the Governor of the State of New York, at the Primary Election, Queens County, held on September 17, 1912.

Very respectfully, THOS. M. QUINN, Sheriff of Queens County.

No. 1760 (G. O. No. 243).

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 247), the annexed resolution in favor of amending an issue of $49,500 corporate stock for construction of balconies at Bellevue Hospital, respectfully

REPORTS.

That this amendment merely eliminates the number of balconies fixed in the ordinance so as to allow for the construction of an additional one.

It therefore recommends that the accompanying resolution be adopted.

Resolved, That the Board of Aldermen hereby approves of and concurs in the following amended resolution adopted by the Board of Estimate and Apportionment at a stated meeting held September 19, 1912:

Resolved, That, subject to concurrence herewith by the Board of Aldermen, the resolution adopted by the Board of Estimate and Apportionment on July 17, 1911, and concurred in by the Board of Aldermen on July 25, 1911, as follows:

> "Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding forty-nine thousand five hundred dollars ($49,500), to provide means for the construction of roof ward and *thirteen* (13) additional small balconines on Pavilions A and B in connection with the construction and equipment of the new Bellevue Hospital, under the jurisdiction of the Board of Trustees, Bellevue and Allied Hospitals, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid."

—be amended by striking therefrom the word and figure thirteen (13).

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

No. 1764 (S. O. No. 121).

The Committee on Finance, to which was referred September 24, 1912 (Minutes, page 250), the annexed request of the Commissioner of Street Cleaning for $227,084.90 special revenue bonds for contract obligations and forage, respectfully

REPORTS:

That the letter of request gives the details of this application. The Committee feels that a certain relief should be afforded to this condition, but is not in a position to estimate in a thorough manner the exact needs of this department for the remainder of the year. It recommends that $100,000 be allowed for this purpose, and recommends that the accompanying resolution be adopted.

Resolved, That in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of one hundred thousand dollars ($100,000), the proceeds whereof to be used by the Commissioner of Street Cleaning for the purpose of replenishing funds of the Department for the remainder of the year 1912. All obligations contracted for hereunder to be incurred on or before December 31, 1912.

Department of Street Cleaning of The City of New York, 13-21 Park Row, New York, September 24, 1912.

Hon. JOHN PURROY MITCHEL, President, Board of Aldermen, The City of New York:

Sir—Pursuant to section 188, subdivision 8 of the Greater New York Charter, I respectfully request that your honorable Board authorize the issue of revenue bonds of The City of New York in the sum of two hundred twenty-seven thousand eighty-four dollars and ninety cents ($227,084.90), segregated as follows:

Special Contract Obligations, Manhattan, Disposal of Ashes, Street Sweepings and Rubbish, Including Towing and Unloading and Hired Scows	$70,000 00
Special Contract Obligations, Brooklyn, Disposal of Ashes, Street Sweepings and Rubbish, Including Towing and Unloading and Hired Scows	29,000 00
Forage, Manhattan	65,560 38
Forage, Brooklyn	47,123 00
Forage, The Bronx	15,401 52
	$227,084 90

The reasons for the above requests are as follows:

Under date of May 20, 1912, request was made to your honorable Board for the issue of revenue bonds to the amount of $110,000 for the disposal of ashes, street sweepings and rubbish and hired scows in the Borough of Manhattan, due to the abandonment of the contract by the Harbor Dredging and Scow Construction Company, necessitating the work being performed by the Department, the excess cost being a charge against the sureties. Of this amount requested the sum of $55,000 was authorized with the understanding that later, if conditions so warranted, a further request be made for additional funds. I now find that in addition to the funds already authorized the sum of $70,000 will be necessary for the balance of the year 1912.

Appropriation		$313,379 79	
Revenue bonds		55,000 00	
			$368,379 79
Transmitted to the Department of Finance.			
January 1 to September 22, 1912:			
Contract		$105,331 62	
Open market orders		194,187 49	
		$299,519 11	
Outstanding Liabilities.			
January 1 to August 31, 1912:			
Contract	$20,841 89		
Open market orders	3,475 97		
		24,317 86	
September 1 to December 31, 1912:			
Contract	$112,312 00		
Open market orders	2,635 20		
		114,947 20	
			438,784 17
			$70,404 38

In reference to the sum of $29,000 requested to meet the apparent deficit in the account, Special Contract Obligations, Brooklyn, Disposal of Ashes, Street Sweepings and Rubbish, Including Towing and Unloading and Hired Scows, the amount appropriated is insufficient owing to the excess output of material disposed of, due to the increased area and population.

The following is a statement of the actual cost for the first eight months of the year 1912; the remaining four months of the year being estimated on the basis of the four similar months of the year 1911, a natural increase of six and one-half per cent. being added:

Appropriation			$620,000 00
Transmitted to the Department of Finance.			
January 1 to September 12, 1912:			
Contract	$387,700 96		
Open market orders	3,450 60		
		$391,151 56	
Outstanding Liabilities.			
August, 1912:			
Open market orders	$502 20		
September 1 to December 31, 1912:			
Contract	255,543 88		
Open market orders	1,976 40		
		258,022 48	
			649,174 04
Estimated deficit			$29,174 04

In reference to the sum of $128,084.90 for Forage in the Borough of Manhattan, Borough of Brooklyn and Borough of The Bronx, for the last quarter of the year 1912, I have to state that the appropriations allowed were insufficient, due to the increased cost of forage. The appropriation for 1912 was based on fifty-five cents in the Boroughs of Manhattan and The Bronx and fifty-eight cents in the Borough of Brooklyn, as the cost per horse per day.

The actual cost was $0.6542 in the Borough of Manhattan; $0.7478 in the Borough of Brooklyn; and $0.672 in the Borough of The Bronx.

The following is a statement of the condition of the appropriations:

Forage, Manhattan.

Appropriation	$280,682 19

Transmited to Department of Finance for payment:			
Contracts	$198,573 13		
Open market orders	20,308 97		
		$218,882 10	
Outstanding Liabilities.			
Contracts	$61,752 61		
Open market orders	34 00		
		61,786 61	
Contract for last quarter 1912		65,573 86	
			346,242 57
Deficit			$65,560 38

Forage, Brooklyn.

Appropriation			$217,628 73
Transmitted to Department of Finance for payment:			
Contracts	$156,174 04		
Open market orders	19,313 71		
		$175,487 75	
Outstanding Liabilities.			
Contracts	$42,067 78		
Open market orders	....		
		42,067 78	
Contract for last quarter 1912		47,196 20	
			264,751 73
Deficit			$47,123 00

Forage, The Bronx.

Appropriation			$48,867 90
Transmitted to Department of Finance for payment:			
Contracts	$36,748 85		
Open market orders	2,823 53		
		$39,572 38	
Outstanding Liabilities.			
Contracts	$9,263 54		
Open market orders	....		
		9,263 54	
Contract for last quarter 1912		15,433 50	
			64,269 42
Deficit			$15,401 52

I would respectfully request your immediate action in the above for the reasons that contracts were opened for furnishing forage to the several Boroughs on September 19 and cannot be awarded until these funds are made available. The present contracts expire on September 30. There will be no forage on hand to feed the horses after that date.

We are also in immediate need of funds for the final disposition of ashes, etc., as there is not a sufficient appropriation available to pay current expenses.

Respectfully, WM. H. EDWARDS, Commissioner.

HENRY H. CURRAN, HENRY F. GRIMM, C. A. POST, BRYANT WILLARD, ROBERT F. DOWNING, JAMES HAMILTON, Committee on Finance.

No. 1842 (G. O. No. 244).

The Committee on Finance, to which was referred on September 24, 1912 (Minutes, page 268), the annexed resolution in favor of permitting the Special Committee on Police Investigation to draw $500 at a time from appropriation respectfully

REPORTS:

That, having examined the subject, it believes the proposed grant to be necessary. Upon the recommendation of the Special Committee it changes the resolution so that the money may be drawn upon requisition by the majority of the Committee.

It therefore recommends that the accompanying substitute resolution be adopted.

Resolved, That for the purpose of defraying minor incidental expenses contingent to the work of the Special Committee of this Board appointed, pursuant to a resolution adopted on August 5, 1912, to inquire into the Police Department, a majority of said Committee may by requisition draw upon the Comptroller for a sum not exceeding $500 and may in like manner renew the draft as often as he may deem necessary, to the extent of expenses authorized by said Committee, to be incurred from the appropriation set apart for said Committee; but no such renewal shall be made until the money paid upon the preceding draft shall be accounted for to the Comptroller by the transmittal of a voucher or vouchers certified by said majority of said committee, covering the expenditures of the money paid thereon.

Resolved, That, for the purpose of defraying minor incidental expenses contingent to the work of the Special Committee of this Board, appointed pursuant to a resolution adopted on August 5, 1912, to inquire into the Police Department, the Chairman of said Committee may by requisition draw upon the Comptroller for a sum not exceeding $500, and may in like manner renew the draft as often as he may deem necessary, to the extent of expenses authorized by said Committee to be incurred from the appropriation set apart for said Committee; but no such renewal shall be made until the money paid upon the preceding draft shall be accounted for to the Comptroller by the transmittal of the voucher or vouchers, certified by said Chairman of said Committee, covering the expenditures of the money paid thereon.

HENRY H. CURRAN, ROBERT F. DOWNING, FRANK L. DOWLING, JOHN DIEMER, HENRY F. GRIMM, BRYANT WILLARD, Committee on Finance.

Which were severally laid over.

ORDINANCES AND RESOLUTIONS.

No. 1886.

By the President—

Resolved, That the following named persons be and they are hereby appointed Commissioners of Deeds:

By the Vice-Chairman—

Daniel J. Lyons, 714 Sterling place, City; George J. S. Dowling, 35A Prospect place, Brooklyn; Mrs. Eva H. Browne, 1442 Vyse ave., The Bronx; John Fitzgerald, 30 Carlton ave., Brooklyn, N. Y.

By Alderman Becker—

James F. Flynn, 262 W. 88th st., City.

By Alderman Bolles—

Jessie Johnston, 471 W. 145th st., City.

By Alderman Boschen—

Harry H. Bernstein, 564 W. 160th st., City; Thos. Steven Mitchell, 2087 Amsterdam ave., City; Harry Dubinsky, 560 W. 163d st., City.

By Alderman Bosse—

Alexander A. Buttner, 165 Bay 31st st., Brooklyn; Chas. I. Stengle, 1628 42d st., Brooklyn, N. Y.; Edwin Bayha, 391 Ocean parkway, Brooklyn, N. Y.; William Chas. Wildermuth, 217 E. 8th st., Brooklyn, N. Y.; Howard K. Green, 358 Webster ave., Brooklyn, N. Y.; John G. Hoffmann, 2028 62d st., Brooklyn, N. Y.; Samuel Korn, 22d ave. and Gravesend ave., Brooklyn; Morris Schneider, 1249 41st st., Brooklyn, N. Y.; Timothy Francis Fay, 208 Bay 28th st., Brooklyn, N. Y.; Leonard J. Reynolds, 1463 E. 10th st., Brooklyn, N. Y.; Mary Elizabeth Dillon, 904 Avenue P, Brooklyn, N. Y.; Alberto Serafino, 1615 E. 12th st., Brooklyn, N. Y.; Rudolph W. Schwarz, 2050 E. 19th st., Brooklyn, N. Y.

By Alderman Brush—

Arthur Davis Vincent Lyons, 157 Manhattan ave., City; Edward Holloway, 527 W. 121st st., City; Eva Alexander, 174 W. 109th st., City.

By Alderman Cole—

Francis J. Reilly, Sprague ave., Tottenville, S. I.; Katharine G. Powers, Princes Bay, Staten Island; William Patrick Reilly, 485 Sprague ave., Tottenville.

By Alderman Coleman—

Elisha W. McGuire, 147 Lefferts place, Brooklyn, N. Y.; John B. Wheeler, 263 Greene ave., Brooklyn, N. Y.; William T. Hope, 258 Ryerson st., Brooklyn, N. Y.; Eugene R. Cragg, 482 Lafayette ave., Brooklyn, N. Y.

By Alderman Cummuskey—

Michael Gassmann, 48½ 7th st., City; Guiseppe Antonio Sabatini, 216 1st ave., City.

By Alderman Cunningham—

Robert F. Rice, W. 8th st. and Surf ave., C. I.; William A. Rowan, 479 Prospect pl., Brooklyn, N. Y.; Arthur L. Hurley, 47 2d pl., Brooklyn, N. Y.

By Alderman Curran—

Emil. H. Lonyai, 2 Jane st., N. Y. City; Frederick A. Pult, 255 W. 22d st., City.

By Alderman Davis—

Irving Gordon, 75 E. 121st st., City.

By Alderman Delaney—

Leopold Friedman, 165 E. 89th st., City; Arthur J. Archibald, 234 E. 89th st., City.

By Alderman Devine—

Isaac Bier, 778 Hewitt place, The Bronx, N. Y.; John Louis Dohme, 973 Whitlock ave., The Bronx, N. Y.; Albert L. Singer, 839 Kelly st., The Bronx, N. Y.; Harry Citret, 980 Tiffany st., The Bronx, N. Y.

By Alderman Diemer—

Ed. Berliner, 250 Tompkins ave., Brooklyn, N. Y.; Conrad Joseph Ruby, 536 Wiloughby ave., Brooklyn, N. Y.; Abraham H. Solotaroff, 176 Nostrand ave., Brooklyn, N. Y.; Joseph M. Lonergan, 1263 Park place, Brooklyn, N. Y.; Philip Novick, 519 Willoughby ave., Brooklyn, N. Y.; Charles Martin Stein, 1036 Myrtle ave., Brooklyn, N. Y.; Louis Katz, 193 Tompkins ave., Brooklyn, N. Y.

By Alderman Dixson—

Michael Pyla, 76 N. 6th st., Brooklyn, N. Y.; Thomas J. Owens, 125 S. 1st st., Brooklyn, N. Y.

By Alderman Dotzler—

Morris Reich, 420 E. 3d st., City; Louis Hoffman, 272 E. Houston st., City.

By Alderman Downing—

Benjamin F. Rush, 475 Hudson ave., Brooklyn, N. Y.; Herbert H. Lake, 1478 E. 27th st., Brooklyn, N. Y.; John H. Doscher, 700½ 5th ave., Brooklyn, N. Y.; John A. Anderson, 781 Eastern parkway, Brooklyn, N. Y.; William J. Donaghy, 365 St. Johns place, Brooklyn, N. Y.; John Jerome Dennegan, 501 Atlantic ave., Brooklyn, N. Y.; Daniel G. Griffin, 563 St. Marks ave., Brooklyn, N. Y.

By Alderman Dowling—

John Bird Quintin, 406 W. 22d st., City; Albert N. Hotz, 50 Trossaet road, Stapleton; William H. Campman, 1128 Bushwick ave., Brooklyn, N. Y.; J. Emmet Flanagan, 255 W. 148th st., City.

By Alderman Dujat—

Lily Florence Henderson, 9 W. Jackson ave., L. I. City.

By Alderman Eagan—

Annie Stewart, 611 Lexington ave., City; Louis J. Finkelstein, 311 E. 54th st., City.

By Alderman Eichhorn—

James J. Campbell, 437 Hamburg ave., Brooklyn, N. Y.

By Alderman Esterbrook—

Arthur M. Milligan, 325 Quincy st., Brooklyn, N. Y.; Henry Augustus Reynolds, 340 Lexington ave., Brooklyn, N. Y.

By Alderman Fink—

William J. McSorley, 317 Taylor st., W. New Brighton; George F. Coyle, 115 5th ave., New Brighton, S. I.; Charles Ezra Fannon, 307 Tompkins ave., New Brighton, S. I.

By Alderman Folks—

John Lawrence Stoneham, 1092 Park ave., City; Wilder Goodwin, 128 W. 59th st., City; Simon Newman, 72 E. 87th st., City; Charles Putzel, 1239 Madison ave., City; George Brown Hedges, 109 E. 57th st., City.

By Alderman Gaynor—

Maurice M. Le Vine, 177 Lee ave., Brooklyn, N. Y.; Jacob J. Bernikow, 78 Lee ave., Brooklyn, N. Y.

By Alderman Gelbke—

Louis B. Manheimer, 22 Johnson ave., Union Course, L. I.; William I. Karle, 1592 Greene ave., L. I. City; William C. Von Glahn, 12 St. Johns place, L. I. City.

By Alderman Gilmore—

Richard H. Wolters, 212 E. 84th st., City.

By Alderman Grimm—

Lewis W. Faubel, 166 Highland boulevard, Brooklyn.

By Alderman Hannon—

Cornelius W. Neilson, 43 Barrow st., City.

By Alderman Herbst—

Louis Rosenberg, 1350 Lyman place, The Bronx; Leslie F. Randall, 1224 Tinton ave., The Bronx; Ernest Rolph, 535 E. 177th st., The Bronx; Harry E. Reinisch, 118 E. 176th st., The Bronx; Charles John Kennedy, 1055 Forest ave., The Bronx; Elias G. Munk, 2279 Bathgate ave., The Bronx.

By Alderman Kenney—

Peter Brunninghaus, 180 Nelson st., Brooklyn, New York.

By Alderman Levine—

Louis Nisselson, 252 Broome st., City; Milton Diamond, 485 E. 140th st., City; Morris Bunderoff, 1314 Stebbins ave., The Bronx; Martin M. Alpert, 436 Van Sicklen ave., Brooklyn; Thomas Philip Hornsey, 321 W. 45th st., City; Emil Ehrlich, 447 E. 135th st., City; Aaron Finesilver, 196 Livonia ave., Brooklyn; Emanuel Chanin, 278 Hinsdale st., Brooklyn; Louis Dorfman, 1815 7th ave., City; Raoul E. Desvernine, 124 W. 91st st., City; Robert T. Imershein, 735 Jefferson ave., Brooklyn; Hylman J. Rosenblum, 43 Allen st., New York City.

By Alderman Lieberman—

William R. Moore, 12 E. 114th st., City; Samuel A. Ost, 22 E. 103d st., City; Julius Weiss, 71 E. 119th st., City; Charles E. McGinty, Jr, 159 E 96th st, City; William Kurzman, 1786 Madison ave., City; Philip Goldfarb, 44 W. 92d st., City; Hannah Cohen, 174 W. 137th st., City; Joseph J. Kozinn, 63 E. 108th st., City; Salvatore F. P. Dragotta, 1624 Madison ave., City; Louis H. Guterman, 178 E. 95th st., City; Max. Cohen, 27 E. 103d st., City; Bertha Pelikan, 13 E. 108th st., City; Morris Elias, 18 and 20 E. 108th st., City; Isidor Soskin, 49 E. 112th st., City.

By Alderman Loos—

Henry Alexander McConkey, 138 E. 30th st., City.

By Alderman McCann—

L. Walter Sammis, Jr., 1062 Bergen st., Brooklyn, New York; Michael E. Duffy, 570 W. 182d st., City; John F. Finucane, 147 W. 63d st., City; Philip Berman, 849 9th ave, City.

By Alderman McCourt—

Peter Scularekes, 339 W. 40th st., City; Benjamin Berenson, 783 Beck st., City.

By Alderman McGarry—

William A. Smith, 91 Greenpoint ave., Brooklyn, N. Y.

By Alderman Marks—

Florence Evelyn Lang, 206 W. 121st st., City; Augusta Van Camp, 36 Morningside ave., City; Moses N. Krakower, 55 W. 114th st., City; Nathan Poley, 136 W. 116th st., City; Henry E. Dolgenas, 1723 Madison ave., City; Samuel S. Kogan, 203 W. 120th st., City; Harry E. Moyses, 322 W. 100th st., City; Edward S. Schwartz, 2027 Washington ave., The Bronx; Abraham Brill, 717 Halsey st., Brooklyn, N. Y.; Hugo Heyman, 600 W. 179th st., City.

By Alderman Martyn—

Harry F. Sullivan, 637 Crescent st., Brooklyn; Matthew Eisenberg, 89 Powell st., Brooklyn, N. Y.; Joseph H. Rose, 358 Sackman st., Brooklyn, N. Y.; Awid. Wechsler, 82 Grafton st, Brooklyn, N. Y.; Morris J. Levine, 1749 Dean st., Brooklyn, N. Y.; Samuel Miller, 78 Belmont ave., Brooklyn, N. Y.; Samuel L. Judelsohn, 1594 Eastern parkway, Brooklyn; Herman L. Breslaw, 474 Sutter ave., Brooklyn; Oscar B. Swenson, 1167 Fulton st., Brooklyn.

By Alderman Meagher—

Katherine E. Jaehne, 271 94th st., Brooklyn, N. Y.; Thomas Joseph Evers, 496 2d st., Brooklyn, N. Y.; Darwin J. Meserole, 483 Washington ave., Brooklyn, N. Y.; Mark Bridgeman, 239 Troy ave., Brooklyn, N. Y.; Benjamin F. Sullivan, Jr., 220 56th st., Brooklyn, N. Y.

By Alderman Molen—

Retta Hurley, 1730 70th st., Brooklyn, N. Y.; Samuel D. Shirk, 698 3d ave., Brooklyn, N. Y.; Louis Wice, 542 Court st., Brooklyn, N. Y.

By Alderman Moore—

Richard Thomas Burke, Jr., 725 Grand st., Brooklyn, N. Y.; Louis C. Gosdorfer, 103 Conselyea st., Brooklyn, N. Y.; Winthrop Stearns, 551 Lorimer st., Brooklyn. N. Y.

By Alderman Morrison—

Eugene L. Young, 1102 Bergen st., Brooklyn, N. Y.; Winchester De Voe, 461 E. 29th st., Brooklyn, N. Y.; Walter G. Howell, 866 Sterling place, Brooklyn, N. Y.; John N. E. Kraeger, 88 Linden ave., Brooklyn, N. Y.; Franklin C. Haven, 461 E. 29th st., Brooklyn, N. Y.

By Alderman Muhlbauer—

Anna D. Moritz, 12 Cedar st., Brooklyn, N. Y.

By Alderman Mulligan—

Joseph A. Young, 2402 Creston ave., The Bronx.

By Alderman O'Connor—

Charles A. Woods, 321 8th ave., Astoria, L. I.

By Alderman O'Neil—

Emil N. Sorgenfrei, 512 Morris Park ave., City.

By Alderman O'Rourke—

Francis W. Musgrave, 311 Van Duzer st., Richmond; Joseph H. Donaldson, 80 Harrison st., Stapleton, S. I.; Charles Blum, 95 Boyd st., Richmond, S. I.; William Otto Hintermister, 33 Vista ave., Rosebank, Richmond.

By Alderman Pendry—

Frederick W. Ohumacht, 281 7th st., Brooklyn, N. Y.; Charles Muller, 290 Ralph st., Brooklyn, N. Y.; William Charles Wasmer, 77 Palmetto st., Brooklyn, N. Y.

By Alderman Shipley—

Paul A. Cave, 9th st., near Garfield ave., South Jamaica; Abraham Morrison, 210 Oxford ave., Richmond Hill; Caleb M. Hillman, 256 Elm st., Richmond Hill, L. I.

By Alderman Smith—

Samuel Weingarten, 148 Clinton st., City.

By Alderman Stapleton—

Philip Saslov, 235 Henry st., City.

By Alderman Stevenson—

Francis E. Healing, 15 St. Marks ave., Brooklyn; Alfred F. Upson, 1063 Lincoln place, Brooklyn; Thomas F. Dooley, 380 8th st., Brooklyn, N. Y.; Emanuele Trotta, 1445 60th st., Brooklyn, N. Y.; Charles A. Wills, 517 11th st., Brooklyn, N. Y.; James W. Walker, 404 6th ave., Brooklyn, N. Y.; James L. Moore, 1013 8th ave., Brooklyn, N. Y.

By Alderman Velten—

Samuel Gottesfeld, 236 Montrose ave., Brooklyn, N. Y.; David D. Brodie, 92 Moore st., Brooklyn, N. Y.; David C. Caress, 221 Varet st., Brooklyn, N. Y.; John Fitz, 43 Scholes st., Brooklyn, N. Y.; M. Milton Gowertz, 36 Graham ave., Brooklyn, N. Y.

By Alderman Wendel—

Joseph H. Taylor, 256 W. 46th st., City.

By Alderman Weston—

Winifred Forrey, 685 Jefferson ave., Brooklyn, N. Y.; William J. Canary, 443 Sumner ave., Brooklyn, N. Y.; Jennie R. McAuley, 506 Macon st., Brooklyn, N. Y.; Morris Cohen, 770 Jefferson ave., Brooklyn, N. Y.; Wilbur R. Smith, 169 Albany ave., Brooklyn, N. Y.; Robert Imershein, 735 Jefferson ave., Brooklyn, N. Y.; John O. Nelson, 201 Marion st., Brooklyn, N. Y.

By Alderman Willard—

Edmund P. Holahan, 144 W. 139th st., City; Whitfield H. Swayze, 2152 7th ave., City; Frederick Dobbs, 600 W. 141st st., City; Benedict Levy, 375 W. 127th st., City.

The Vice-Chairman put the question whether the Board would agree with said resolution.

Which was decided in the affirmative by the following vote:

Affirmative—Aldermen Becker, Bedell, Bolles, Boschen, Bosse, Brush, Carberry, Cummuskey, Cunningham, Curran, Davis, Delaney, Devine, Dotzler, Dowling, Downing, Drescher, Eagan, Eichhorn, Esterbrook, Fink, Folks, Gaynor, Gelbke, Gilmore, Grimm, Hamilton, Hannon, Kenneally, Kenney, Levine, Lieberman, Loos, McCann, McCourt, McGarry, McGrath, Marks, Martyn, Moore, Muhlbauer, Mulligan, Nugent, O'Connor, O'Neil, O'Rourke, Pendry, Post, Reardon, Smith, Stapleton, Stevenson, Velten, Walsh, Weil, Wendel, Weston, Willard; President Cromwell, President Miller, by Thomas W. Whittle, Commissioner of Public Works; President Steers—61.

No. 1887.

By Alderman Becker—

Resolved, That permission be and the same is hereby given to the Blue List Employment Exchange, of 250 W. 87th st., to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1888.

By the same—

Resolved, That permission be and the same is hereby given to Samuel Kaufman to place and keep a stand for the sale of newspapers and periodicals upon payment of the usual license therefor, adjacent to the entrance to the subway station at the northwest corner of Broadway and 79th st., in the Borough of Manhattan, provided the said stand shall be erected so as to conform in all respects with the ordinance in such case made and provided, not to be used for advertising purposes; the work to be done at his own expense, under the direction of the President of the Borough, such permission to continue only during the pleasure of the Board of Aldermen.

Which was adopted.

No. 1889.

By the same—

Resolved, That permission be and the same is hereby given to J. Nichthauser to place and keep a clock near the curb in front of No. 2453 Broadway, in the Borough of Manhattan, provided the said clock shall be erected so as to conform in all respects with the provisions of the ordinance in such case made and provided, not to be used for advertising purposes; the work to be done at his own expense under the direction of the President of the Borough; such permission to continue only during the pleasure of the Board of Aldermen.

Which was adopted.

No. 1890.

By Alderman Bedell—

Resolved, That permission be and the same is hereby given to Morris Klein, of 811 Columbus ave., to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1891.

By the same—

Resolved, That the Public Service Commission for the First District be and it is hereby urged to direct the erection of a new station on the elevated railroad at 99th st. and Columbus ave., in the Borough of Manhattan, for the following reasons:

First—Since the operation of this road the section referred to has rapidly built up and is one of the most thickly populated along the line of the road.

Second—The nearest station on either side of this point is at 93d st. and 104th st., respectively, an unreasonable distance to ask people to travel for transit accommodations.

Third—The people in this section, not alone on the avenue of travel, but also those in the various side streets, should not, either in inclement or other weather, be required to travel the unreasonable distances to the several existing stations.

Fourth—No other two stations on the line of this road with one half the population are so far apart, and therefore of right, the people demand a new station at the point named.

Fifth—That this stretch of eleven blocks without such facility is injurious to adjacent property, causing many stores to be vacant upon Columbus ave. and many of the side streets, and the necessity for a station in the vicinity of 99th st. is very apparent.

Which was adopted.

No. 1892.

By Alderman Bolles—

Resolved, That permission be and the same is hereby given to the Washington Market Co. to parade two men with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1893

By the same—

Resolved, That permission be and the same is hereby given to the New Excelsior Market Co. to parade four men with advertising signs through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1894.

By Alderman Boschen—

Resolved, That permission be and the same is hereby given to Frank Beck, of 1790 Amsterdam ave., to parade two men with advertising signs through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department. Such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1895.

By the same—

Resolved, That permission be and the same is hereby given to Lehmann & Blum, of 1786 Amsterdam ave., to parade two men with advertising signs through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department. Such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1896.

By the same—

Whereas, Monday, October 14, 1912, is the day set by the Citizens' Committee to welcome the Atlantic fleet, and review the fleet mobilized in the North River, and there will be limited facilities in the way of river craft to properly review said fleet, now therefore, be it

Resolved, That the Departments of Docks and Ferries, Public Charities, and Correction be and they are hereby respectfully requested to utilize the boats under their control to review the said fleet on the day set for said review, and that members of this Board and their friends be invited by special invitation to review the pageant from said boats.

Which was adopted.

No. 1897.

By Alderman Carberry—

Resolved, That permission be and the same is hereby given to Leo Lowenthal to erect a storm door in front of premises 163 Hudson ave., in the Borough of Brooklyn, provided the same storm door shall be erected so as to conform in all respects with the provisions of the ordinance in such case made and provided. Work to be done at his own expense, under the direction of the President of the Borough; such permission to continue during the pleasure of the Board of Aldermen.

Which was adopted.

No. 1898.

By Alderman Davis—

AN ORDINANCE to amend Section 97 of the Building Code relating to dumbwaiter shafts.

Be it Ordained by the Board of Aldermen of The City of New York as follows:

Section 97 is hereby amended to read as follows:

Section 97, Dumbwaiter Shafts—(All dumbwaiter shafts, except such as do not extend more than three stories above the cellar or basement in dwelling houses, shall be inclosed in suitable walls of brick or with burnt clay blocks, set in iron frames of proper strength, or fireproof blocks strengthened with metal dowels, or such other fireproof materials and form of construction as may be approved by the Commissioner of Buildings having jurisdiction. Said walls or construction shall extend at least three feet above the roof and be covered with a skylight at least three-fourths the area of the shaft, made with metal frames and glazed. All openings in the inclosure walls or construction shall be provided with self-closing fireproof doors. When the shaft does not extend to the floor level of the lowest story, the bottom of the shaft shall be constructed of fireproof material.)

(1) *Dumbwaiter Shafts Hereafter Erected—All dumbwaiter shafts, hereafter erected, except such as do not extend more than three stories above the cellar or basement in dwelling houses, shall be inclosed in suitable walls of brick or with burnt-clay blocks, set in iron frames of proper strength, or fireproof blocks strengthened with metal dowels, or such other fireproof material and form of construction as may be approved by the Commissioner of Buildings having jurisdiction. Said walls or construction shall extend at least three feet above the roof and be covered with a skylight at least three-fourths the area of the shaft, made with metal frames and glazed. All openings in the inclosure walls or construction shall be provided with self-closing fireproof doors. When the shaft does not extend to the floor level of the lowest story, the bottom of the shaft shall be constructed of fireproof material.*

(2) *Dumbwaiter Shafts in Existing Buildings—In all existing buildings where the dumbwaiter shaft extends into the cellar or lowest story, it shall be inclosed in that story with walls of brick eight inches thick; all openings in said walls shall be provided with self-closing fireproof doors.*

(3) *All ordinances or parts of ordinances inconsistent or conflicting with the provisions of this ordinance are hereby repealed.*

(4) *This ordinance shall take effect immediately.*

Note—Matter in italic is new; matter in parentheses, thus (), is old law to be omitted.

Which was referred to the Committee on Buildings.

No. 1899.

By Alderman Devine—

Resolved, That permission be and the same is hereby given to the North New York Congregational Church to place transparencies on the following lamp posts in the Borough of The Bronx: At the northeast corner of 143d st. and Willis ave., the southeast corner of 149th st. and 3d ave., the northeast corner of 143d st. and 3d ave., and the southeast corner of 138th st. and Lincoln ave.; such permission to continue only up to November 16, 1912, when said transparencies are to be removed.

Which was adopted.

No. 1900.

By the same—

Resolved, That permission be and the same is hereby given to the Myron Company to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1901.

By Alderman Dotzler—

Resolved, That permission be and the same is hereby given to Goldberg & Levy to parade three men with advertising signs through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1902.

By the same—

Resolved That permission be and the same is hereby given to Mary Gottehver to erect place and keep a storm door within the stoop line in front of premises 509 E. Houston st., in the Borough of Manhattan, provided the said storm door shall be erected so as to conform in all respects with the provisions of the ordinance in such case made and provided; the work to be done at her own expense, under the direction of the President of the Borough, such permission to continue only during the pleasure of the Board of Aldermen.

Which was adopted.

No. 1903.

By Alderman Dowling—

Resolved, That permission be and the same is hereby given to Vogel's Sample Shoe Company, of 24 E. 23d st., to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1904.

By Alderman Drescher—

Resolved, That permission be and the same is hereby given to the Grant Sales Company, of 253 Broadway, to parade four men with advertising signs through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1905.

By the same—

Resolved, That permission be and the same is hereby given to the Presto Lunch Company, of 12 Cortlandt st., to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1906.

By the same—

Resolved, That permission be and the same is hereby given to Mimon Coriat, of 50 Nassau st., to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1907.

By the same—

Resolved, That permission be and the same is hereby given to the Hitchcock Publishing Company, of 25 Ann st., to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1908.

By the same—

Resolved, That permission be and the same is hereby given to the Princess Club Lunch Room, of 43 Broad st., to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1909.

By the same—

Resolved, That permission be and the same is hereby given to Dr. Rankin, of Varick and Canal sts., to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1910.

By the same—

Resolved, That permission be and the same is hereby given to the Robey Sample Hat Company to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1911.

By the same—

Resolved, That permission be and the same is hereby given to the K. & R. Baking Company, of 132 Bleecker st., to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1912.

By the same—

Resolved, That permission be and the same is hereby given to the Montclair Wine Company, of 63 Barclay st., to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1913.

By the same—

Resolved, That permission be and the same is hereby given to A. L. Le Bihan. of 178 Fulton st., to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1914.

By the same—

Resolved, That permission be and the same is hereby given to Anna Silverman, of 42 Broadway, to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1915.

By the same—

Resolved, That permission be and the same is hereby given to J. Kessler, of 32 John st., to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1916.

By Alderman Eagan—

Resolved, That permission be and the same is hereby given to Empire Beef Co., of 1004 2d ave., to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1917.

By the same—

Resolved, That permission be and the same is hereby given to the Lee Tuck Co. to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1918.

By Alderman Folks—

Resolved, That permission be and the same is hereby given to the Mason-Seaman Transportation Co. to erect, place and keep a booth within the stoop line in front of the 59th st. side of premises of the New York Athletic Club, on the southeast corner of 59th st. and 6th ave., in the Borough of Manhattan, provided the said booth shall be erected so as to conform in all respects with the provisions of the ordinance in such case made and provided; the work to be done at its own expense, under the direction of the President of the Borough, such permission to continue only during the pleasure of the Board of Aldermen.

Which was adopted.

No. 1919.

By Alderman Gelbke—

Resolved, That Nathan Campbell, of 477 Grove st., in the Borough of Brooklyn, be and he is hereby appointed a City Surveyor.

Which was referred to the Committee on Salaries and Offices.

No. 1920.

By Alderman Hannon—

Resolved, That permission be and the same is hereby given to M. W. Tracy, of 537 Hudson st., to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1921.

By Alderman Levine—

Resolved, That permission be and the same is hereby given to the Third Avenue Railway Company to erect and maintain a shelter cabin for the protection of a switchman during inclement weather on the sidewalk near the curb on the southwest corner of Grand and Clinton sts., in the Borough of Manhattan; said cabin not to encroach beyond the curb line, to be approximately three (3) feet in diameter and about nine (9) feet in height and to be used only for the purpose herein stated; the work to be done at the expense of the railroad company, under the supervision and to the satisfaction of the President of the Borough, such permission to continue only during the pleasure of the Board of Aldermen.

Which was adopted.

No. 1922.

By the same—

Resolved, That permission be and the same is hereby given to John Scholl to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1923.

By Alderman Loos—

Resolved, That permission be and the same is hereby given to Richard Mahon, to erect, place and keep a booth within the stoop line in front of premises 203 E. 34th st., in the Borough of Manhattan, provided the said booth shall be erected so as to conform in all respects with the provisions of the ordinance in such case made and provided; the work to be done at his own expense, under the direction of the President of the Borough, such permission to continue only during the pleasure of the Board of Aldermen.

Which was adopted.

No. 1924.

By the same—

Resolved, That permission be and the same is hereby given to Emil Kraft to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1925.

By the same—

Resolved, That permission be and the same is hereby given to the Young Men's Club to parade an advertising wagon through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was referred to the Committee on Streets, Highways and Sewers.

No. 1926.

By Alderman McCourt—

Resolved, That permission be and the same is hereby given to William C. Zinnel, of 253 W. 34th st., to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1927.

By Alderman McGarry—

Resolved, That his Honor the Mayor be and he is hereby requested to return to this Board for further consideration a resolution now in his hands (Int. No. 1806) to permit J. G. Grodge to erect a storm door.

Which was adopted.

The paper was then received from his Honor the Mayor, and is as follows:

No. 1806.

Resolved, That permission be and the same is hereby given to John George Grodge to erect, place and keep a storm door within the stoop line in front of premises on the south side of Nassau ave., one hundred feet west of Leonard st., in the Borough of Manhattan, provided the said storm door shall be erected so as to conform in all respects with the provisions of the ordinance in such case made and provided; the work to be done at his own expense, under the direction of the President of the Borough, such permission to continue only during the pleasure of the Board of Aldermen.

On motion of Alderman McGarry the vote by which the above resolution was adopted was reconsidered.

The paper was then ordered on file.

No. 1928.

By the same—

Resolved, That permission be and the same is hereby given to John George Grodge to erect, place and keep a storm door within the stoop line in front of premises on the south side of Nassau ave., one hundred feet west of Leonard st., in the Borough of Brooklyn, provided the said storm door shall be erected so as to conform in all respects with the provisions of the ordinance in such case made and provided; the work to be done at his own expense, under the direction of the President of the Borough, such permission to continue only during the pleasure of the Board of Aldermen.

Which was adopted.

No. 1929.

By Alderman McGrath—

Resolved, That permission be and the same is hereby given to James F. Kenney to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1930.

By Alderman Marks—

Resolved, That permission be and the same is hereby given to Gerson Stein, of 157 and 159 W. 124th st., to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1931.

By the same—

Resolved, That permision be and the same is hereby given to Samuel Rich to erect, place and keep a temporary awning or canopy in front of premises 105 W. 116th st., in the Borough of Manhattan, provided the said awning or canopy shall be erected so as to conform in all respects with the provisions of the ordinance (section 259A) in such case made and provided; the work to be done at his own expense, under the direction of the President of the Borough, such permission to continue only during the pleasure of the Board of Aldermen.

Which was adopted.

No. 1932.

By the same—

Resolved, That permission be and the same is hereby given to Leon Schwartz to erect, place and keep a temporary awning or canopy within the stoop line in front of premises 41 W. 124th st., in the Borough of Manhattan, provided the said awning or canopy shall be erected so as to conform in all respects with the provisions of the ordinance (section 259A) in such case made and provided; the work to be done at his own expense, under the direction of the President of the Borough, such permission to continue only during the pleasure of the Board of Aldermen.

Which was adopted.

No. 1933.

By the same—

Resolved, That permission be and the same is hereby given to the B. & B. Clothes Shop, of 8 East 23d street, to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the

Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1934.

By the same—

Resolved, That permission be and the same is hereby given to George Graber to erect, place and keep a booth within the stoop line in front of premises 1 West 117th street, in the Borough of Manhattan, provided the said booth shall be erected so as to conform in all respects with the provisions of the ordinance in such case made and provided; the work to be done at his own expense, under the direction of the President of the Borough, such permission to continue only during the pleasure of the Board of Aldermen.

Which was adopted.

No. 1935.

By Alderman Martyn—

Resolved, That permission be and the same is hereby given to Charles Meyers to place and keep a watering trough on the sidewalk near the curb in front of his premises 1577 Ames street, in the Borough of Brooklyn; the work to be done and water supplied at his own expense, such permission to continue only during the pleasure of the Board of Aldermen.

Which was adopted.

No. 1936.

By the same—

Resolved, That permission be and the same is hereby given to A. E. Feinberg to erect, place and keep an awning or marquise within the stoop line in front of premises 105 Thatford avenue, in the Borough of Brooklyn, provided the said awning or marquise shall be erected so as to conform in all respects with the provisions of the ordinance in such case made and provided; the work to be done at his own expense, under the direction of the President of the Borough, such permission to continue only during the pleasure of the Board of Aldermen.

Which was adopted.

No. 1937.

By the same—

Resolved, That permission be and the same is hereby given to Samuel Rothbind to place and keep a watering trough on the sidewalk near the curb in front of his premises on the northeast corner of Pitkin avenue and Barrett street, in the Borough of Brooklyn; the work to be done and water supplied at his own expense, such permission to continue only during the pleasure of the Board of Aldermen.

Which was adopted.

No. 1938.

By the same—

Resolved, That permission be and the same is hereby given to the Sam Howe Amusement Company to erect, place and keep a storm door within the stoop line in front of premises 482 to 486 Hopkinson avenue, in the Borough of Brooklyn, provided the said storm door shall be erected so as to conform in all respects with the provisions of the ordinance in such case made and provided; the work to be done at its own expense, under the direction of the President of the Borough, such permission to continue only during the pleasure of the Board of Aldermen.

Which was adopted.

No. 1939.

By Alderman Mulligan—

Whereas, The proceeding now pending in the matter of the construction of the Bronx River parkway, under a Commission appointed by the Governor of the State, as provided by law;

And Whereas, The Bronx parkway on which said Commission is now deliberating and contemplate asking the Board of Estimate for an appropriation in connection therewith;

And Whereas, Said proposed parkway will run parallel and contingently with the Bronx boulevard, for which the people will be heavily assessed;

Therefore, Be it Resolved, That the Board of Estimate and Apportionment be requested to withhold any appropriation asked for by the Parkway Commission until the relative requirements of contingent boulevards are ascertained, as in this case. And also, a copy of this resolution be forwarded by the City Clerk to the President of the Borough of The Bronx, and to the Board of Estimate and Apportionment.

Which was referred to the Local Board of the district affected.

No. 1940.

By the same—

Whereas, An assessment has been levied by the Board of Assessors for the proposed construction of the public improvement known as the Lafayette sewer, East Bronx; and

Whereas, The area of said assessment for said anticipated improvement extends far beyond the limit of property that will be benefited, for at least ten years; and

Whereas, The area includes property that was formerly within the corporation limits of the village of Williamsbridge, which corporation has already paid sewer assessments and taxes on corporate stock (see village of Williamsbridge) for the purpose mentioned, while the section which will be relieved by this unjust extension of area of assessment has not; and

Whereas, The Unionport and Westchester section will receive the benefit of this improvement years before it will reach this section, we feel that it is unjust to place upon the assessment roll an assessment which will become a lien if not paid, for an improvement not complete and from which no benefit will derive for years; and

Whereas, This assessment will prove a very great hardship to the taxpayers of the Williamsbridge and Wakefield section at this time; therefore, be it

Resolved, That the Corporation Counsel be requested to inform this Board at its next meeting by what right, title or authority a taxpayer can be assessed for a proposed sewer or other improvement long before its commencement or completion, and the cost of which is not definitely estimated; and further

Resolved, That the President of the Borough of The Bronx be requested to furnish this Board with all the information pertaining to the commencement of said sewer, its cost and when it will be completed, approximately; and further

Resolved, That a copy of the above resolution be forwarded by the City Clerk to the Board of Assessors, the Comptroller, the Corporation Counsel, the President of the Borough of The Bronx, and the Board of Estimate and Apportionment.

Which was adopted.

No. 1941.

By the same—

Whereas, Several resolutions have been adopted by this body recommending the erection of street lights in certain streets in Williamsbridge, The Bronx, 35th Aldermanic District; and

Whereas, Said recommendations have been given no heed by said Department; therefore be it

Resolved, That the Commissioner of Water Supply, Gas and Electricity be requested to inform this Board the cause of this year's delay in furnishing the required illumination of the streets of this section.

Which was adopted.

No. 1942.

By Alderman Muhlbauer—

Resolved, That permission be and the same is hereby given to Henry Ahrens to place and keep a watering trough on the sidewalk near the curb in front of his premises, 206 Evergreen ave., in the Borough of Brooklyn; the work to be done and water supplied at his own expense; such permission to continue only during the pleasure of the Board of Aldermen.

Which was adopted.

No. 1943.

By the same—

Resolved, That permission be and the same is hereby given to Charles Cohen, of 326 Knickerbocker ave., to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Brooklyn, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1944.

By the same—

Resolved, That permission be and the same is hereby given to Carl Strandberg, of 1459 De Kalb ave., to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Brooklyn, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1945.

By Alderman Nicoll—

Resolved, That permission be and the same is hereby given to Louis Philippe to erect, place and keep a show case within the stoop line in front of premises 116 W. 44th st., in the Borough of Manhattan, provided the said show case shall be erected so as to conform in all respects with the provisions of the ordinance in such case made and provided; the work to be done at his own expense, under the direction of the President of the Borough, such permission to continue only during the pleasure of the Board of Aldermen.

Which was adopted.

No. 1946.

By Alderman Nugent—

Resolved, That permission be and the same is hereby given to Alfonso De Nicola to erect, place and keep a barber pole within the stoop line in front of premises 1013 3d ave., in the Borough of Manhattan, provided the said barber pole shall be erected so as to conform in all respects with the provisions of the ordinance in such case made and provided; the work to be done at his own expense, under the direction of the President of the Borough, such permission to continue only during the pleasure of the Board of Aldermen.

Which was adopted.

No. 1947.

By Alderman Pendry—

Resolved, That it is recommended to the Commissioner of Water Supply, Gas and Electricity that two lamp posts be erected, street lamps placed thereon and lighted on the sidewalk near the curb in front of the building of the Bushwick Avenue Central Methodist Episcopal Church, now in course of construction, on the corner of Bushwick ave. and Madison st., in the Borough of Brooklyn; one of said lamps to be placed midway between the trees in front of the main exit, the other to be placed opposite the first steps on the side of the building, which are now entirely dark.

Which was adopted:

No. 1948.

By Alderman Smith—

Resolved, That permission be and the same is hereby given to Joseph Tettelbaum to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1949.

By the same—

Resolved, That permission be and the same is hereby given to the Imperial Auto Renting Co. to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1950.

By Alderman Stevenson—

Resolved, That the Park Commissioner for the Borough of Brooklyn be and he is hereby requested to instal a drinking fountain at the entrance to Prospect Park, at 9th st. and Prospect Park West, said fountain to be of pattern and design, as far as practicable, as the fountains now maintained respectively at the entrances at Flatbush ave., 3d st. and 15th st.

Which was adopted.

No. 1951.

By Alderman Velten—

Resolved, That permission be and the same is hereby given to Louis Schaffner to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Brooklyn, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1952.

By Alderman Wendel—

Resolved, That permission be and the same is hereby given to George Kenney to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1953.

By the same—

Resolved, That permission be and the same is hereby given to James Mendel to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1954.

By the same—

Resolved, That permission be and the same is hereby given to James Malone to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1955.

By the same—

Resolved, That permission be and the same is hereby given to George Winters to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1956.

By the same—

Resolved, That permission be and the same is hereby given to William Gallagher to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1957.

By the same—

Resolved, That permission be and the same is hereby given to Joseph Feldman to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1958.

By Alderman White—

Resolved, That permission be and the same is hereby given to Angelo Rubano, of 60 Bleecker st., to parade a man with an advertising sign through the streets and thoroughfares of the Borough of Manhattan, under the supervision of the Police Department; such permission to continue only for the period of thirty days from the receipt hereof from his Honor the Mayor.

Which was adopted.

No. 1959.

By Alderman Brush—

Resolved, That permission be and the same is hereby given to Grover C. Dorsch to alter the grade of the sidewalk from house line to curb in front of his premises 1351-1353 Amsterdam ave., in the Borough of Manhattan, said alteration of grade to be for the purpose of a runway for vehicles into said premises; the work to be done at his own expense, under the supervision and to the satisfaction of the President of the Borough, such permission to continue only during the pleasure of the Board of Aldermen.

Which was adopted.

Alderman Levine moved that the Board do now adjourn.

The Vice-Chairman put the question whether the Board would agree with said motion.

Which was decided in the affirmative.

And the Vice-Chairman declared that the Board stood adjourned until Tuesday, October 15, 1912, at 1:30 o'clock p. m.

P. J. SCULLY, City Clerk and Clerk of the Board of Aldermen.

Changes in Departments, Etc.

DEPARTMENT OF FINANCE.

October 8—Changes in this Department:

The services of Miss Marie L. Gibson, a Temporary Stenographer and Typewriter, employed in the Law and Adjustment Division, will cease at the close of business, October 15, 1912.

Charles W. Tarr, 450 77th st., Brooklyn, has been appointed as Temporary Assistant Engineer in the Auditing Bureau, with salary at the rate of $2,100 per annum, taking effect October 14, 1912.

DEPARTMENT OF BRIDGES.

October 8—Discharged the following Laborers, because of termination of temporary appointments, to take effect October 9, 1912: John Selig, 915 Grand st., Brooklyn; Vincenzo Limbasci, 47 Central ave., Brooklyn; Wm. J. Carroll, 191 Sackett st., Brooklyn; Giovanni Sampietro, 182 Frost st., Brooklyn.

October 9—James Maher, 478 West 159th st., New York, is reassigned to duty as a Wireman at $4.50 per day.

BOARD OF EDUCATION.

October 5—The resignation of Mrs. Emma Snyder, Cleaner in Public School 18, Richmond, taking effect on September 30.

BOARD OF WATER SUPPLY.

October 8—John R. Upshaw separated from the position of Axeman September 30, 1912, and was appointed Rodman, with a salary of $960 a year.

Charles Lyons, East Irvington, N. Y., reported for duty as Clerk, with a salary of $480 a year, on October 1, 1912. (Southern Aqueduct Dept.)

TENEMENT HOUSE DEPARTMENT.

October 7—Promotions to fill vacancies as follows:

October 1—Salaries increased—Clerk: Raymond G. Gardner, from $600 to $750; Julius F. Melzer, from $600 to $750; Robert B. Donnelly, from $600 to $750; Eugene J. Maylath, from $750 to $900; Jacob Edelstein, from $750 to $900; Michael J. Barron, from $900 to $1,050; Charles R. Combs, from $900 to $1,050; Bartholomew A. Fletcher, from $750 to $1,050. Stenographer and Typewriter: Sadie A. Phelon, from $750 to $900.

October 8—Resigned: David Lehman, No. 73 E. 116 st., Clerk. Salary, $300 per annum. This resignation to take effect at the close of business Saturday, October 5, 1912.

DEPARTMENT OF DOCKS AND FERRIES.

October 8—The Commissioner has discharged Michael F. O'Neill, of 205 Greenwich st., Manhattan, Laborer, to take effect at once, in view of his absence from duty without leave beginning September 21.

DEPARTMENT OF PARKS,

Boroughs of Manhattan and Richmond.

October 8—Appointed, October 8, 1912: Albert Silver, Clerk, 126 East 110th st., $300 per annum. Employed for fifteen days, under C. S. Rule XII., Par. 4, September 30, 1912. John Forrest, Gymnasium Attendant, 100 Madison st., $3 per day. Resigned: September 30, 1912, Paul Dineen, Gymnasium Attendant, 435 West 34th st.; October 5, 1912, Arthur J. Salmon, Clerk, 236 E. 88th st.; October 4, James Fitzgerald, Gardener, 137 E. 44th st.

Borough of Queens.

September 16—Appointed temporarily, for a period of sixty days: William G. Wade, 411 Amsterdam ave., New York, Engineer, at $4.50 per day.

BOARD OF CITY MAGISTRATES,

First Division.

October 8—John P. Fitzgerald, of No. 208 E. 90th st., Borough of Manhattan, City of New York, has been appointed Probation Officer, at $1,200 per annum, in place of Patrick W. Crimmins, transferred to the Court of Special Sessions; said appointment to take effect on the 8th day of October, 1912.

BOROUGH OF BROOKLYN.

Changes in the several bureaus under the jurisdiction of the President of the Borough of Brooklyn during the month ending September 30, 1912:

General Administration Office.

John E. Burnett, 592 Bainbridge st., Brooklyn, employed as Emergency Clerk, with compensation at the rate of $1.050 per annum, continued from August 24 to August 31, inclusive.

The salaries of the following named Clerks were increased, to date from September 1, 1912: Frederick P. Rippel, 231 Hinsdale st., Brooklyn, $1,050; Augustus A. Lang, 481 St. Johns pl., Brooklyn, $540; Louis J. Silverman, 1152 Eastern parkway, Brooklyn, $1,050; Daniel J. Sullivan, 221 Rodney st., Brooklyn, $1,350.

Division of Substructures.

The salary of Arthur Chester, 143 Rockaway ave., Brooklyn, Clerk, increased to $540 per annum, to date from September 1.

Bureau of Highways.

Services of Daniel A. O'Hanlon, 1072 Lorimer st., Brooklyn, Temporary Engineer-Inspector, terminated September 4.

Salary of D. W. Lellis, 848 E. 34th st., Brooklyn, Assistant Engineer, increased to $2,250, to date from September 1.

John J. Hawkins, 605 Gates ave., Brooklyn, a Rammer, granted leave of absence for three months without pay, to date from August 8.

Eleazer Guertin, a Foreman of Laborers, granted an additional leave of absence of three months, without pay, to date from September 1.

Frank Vellia, 52 Cedar pl., Brooklyn, appointed Rammer, with compensation at the rate of $4 per day, to date from September 6.

Michael A. Matteia, 2997 Atlantic ave., Brooklyn, Laborer, granted leave of absence for an additional month, without pay, to date from August 27.

James Connell, 105 N. 4th st., Brooklyn, Laborer, granted leave of absence for one month without pay, to date from September 10.

John J. McCarthy, 149 Huntington ave., Brooklyn, Laborer, transferred to a similar position in the Department of Bridges, to date from September 23.

Charles Cowdrick, 886 Morris ave., The Bronx, appointed Steam Roller Engineman, with compensation at the rate of $4.50 per day, to date from September 18.

James O'Halloran, 642 Kosciusko st., Brooklyn, Rammer, resigned, to date from September 11.

Under the provisions of Rule 13, Par. 2, resignation accepted of William H. Cavanagh, 2268 Tremont ave., The Bronx, a Rammer; and of Peter F. Devlin, 150 N. 6th st., Brooklyn, a Laborer.

Linn D. Shipman, 501 1st st., Brooklyn, and Harry E. McAdam, 462 E. 28th st., Brooklyn, appointed as Temporary Topographical Draughtsmen, compensation at the rate of $4 per day, and $1,500 per annum, respectively, both to date from September 21.

Joseph J. Mulligan, 432 E. 137th st., The Bronx, Flagger, suspended on account of lack of work, to date from September 21.

Services of Paul B. Wagner, a temporary Draughtsman, dispensed with at close of business September 15.

Frank A. Ray, 195 Kingston ave., Brooklyn, reassigned to duty as Engineer-Inspector (temporary), with compensation at the rate of $1,800 per annum, to date from September 17.

The services of the following named temporary Clerks were dispensed with to date from September 21: J. Dougherty, Nautilus st., Rosebank, S. I.; C. F. Ettlie, 168 Forsyth st., Manhattan.

Thomas Mackey, 412 13th st., Brooklyn, Laborer, granted leave of absence for three months without pay, to date from September 24.

Bureau of Public Buildings and Offices.

Mary Brenecke, 1113 Lafayette ave., Brooklyn, Cleaner, resigned, to date from August 31.

In conformity with information obtained, the services of a person employed as Licensed Fireman under the name of Thomas Farrell, 195 Tillary st., Brooklyn, were terminated on September 10, it having been discovered that the above name was a fictitious one, the real name of the person removed being Patrick Regan.

The following named persons were appointed as Temporary Attendants for a period not to exceed two months, with compensation at the rate of $900 per annum, effective on the dates indicated opposite their respective names: Joseph R. Kelly, 485 2d st., Brooklyn, August 19; Lawrence Sichling, 373 E. 155th st., The Bronx, August 19; John A. Hagan, 443 W. 28th st., Manhattan, August 19; Herman Anton, 255 Covert st., Brooklyn, August 23.

The services of Thomas C. Kiernan, 920 Dean st., Temporary Fireman, dispensed with at close of business August 31.

The employment in an emergency of G. Waldhauer, 48 Stockton st., Brooklyn, and Harry Burne, 816 8th ave., Brooklyn, as Attendants, was continued, with compensation at the rate of $900 per annum, to date from August 25 and August 27, respectively.

Charles J. Maguire, 204 Nassau st., Brooklyn, Licensed Fireman, transferred from a similar position in the Department of Water Supply, Gas and Electricity, compensation at the rate of $3 per day, to date from September 16.

William A. Kelly, 353 E. 14th st., Manhattan, and Andrew Jackson, 193 Bay 28th st., Brooklyn, Temporary Attendants, resigned, to date from September 3 and September 12, respectively.

The salary of Chas. E. Sackman, 308 E. 8th st., Brooklyn, Attendant, increased to $1,050 per annum, to date from September 1.

The salaries of the following named persons increased to the amounts indicated opposite their respective names: to date from September 1: John Gilligan, 411 E. 31st st., Brooklyn, Driver, $900; Bartley Clunan, 355 12th st., Brooklyn, Driver, $900.

Joseph F. Hamilton, 263 Quincy st., Brooklyn, promoted from Third to Fourth Grade Clerk, compensation at the rate of $1,800 per annum, to date from October 1.

Bureau of Sewers.

Joseph B. Tarr, 1573 Fulton ave., The Bronx, Mechanical Draughtsman (Sanitary), appointed, compensation at the rate of $1,350 per annum, to date from September 3.

Denis Desmond, 447 Columbia st., Brooklyn, Sewer Cleaner, granted leave of absence for two months without pay, to date from September 1.

John J. McCormick, 371 Baltic st., Brooklyn, Clerk, increased to $1,650 per annum, to date from September 1.

Joseph O'Donnell, 2920 Avenue D. Brooklyn, Inspector of Sewer Construction, increased to $4.93 per day, to date from September 16.

John Desmond, 695 Franklin ave., Brooklyn, Laborer, reinstated, with compensation at the rate of $2.50 per day, to date from September 16.

Miss Nora A. Connell, 211 Congress st., Brooklyn, Stenographer and Typewriter, granted leave of absence for two months, without pay, to date from September 16.

David Roche, 235 12th st., Brooklyn, Laborer, granted leave of absence without pay.

James A. O'Connor, 622 45th st., Brooklyn, Cashier in the Department of Public Charities, transferred to this Department to occupy the position of Clerk, with compensation at the rate of $1,050 per annum, to date from October 1.

LAW DEPARTMENT.

October 8—Appointed: Charles E. Cohen, 278 E. 34th st., Brooklyn, to the position of Law Clerk in the Queens Branch office of the Bureau of Street Openings at an annual salary of $1,050, to take effect October 10, 1912.

DEPARTMENT OF PUBLIC CHARITIES.

Changes during the week ending October 5, 1912.

Appointed—September 24, Joseph Berrane, Hospital Helper, Coney Island Hospital, $240 per annum; October 1, William Britt, Hospital Helper, Metropolitan Training School, $180 per annum; October 1, Thomas M. Byrnes, Hospital Helper, Metropolitan Training School, $180 per annum; October 1, Thomas Clancy, Hospital Helper, Metropolitan Training School, $180 per annum; October 1, Nora Collins, Hospital Helper, City Home, Blackwell's Island, $240 per annum; October 1, Arthur Flood, Hospital Helper, Metropolitan Hospital, $180; October 1, Frank Hearn, Hospital Helper, Metropolitan Training School, $180 per annum; October 1, Belinda Higgins, Hospital Helper, City Home, Blackwell's Island, $240 per annum; October 1, Ethel Ingram, Teacher, Randall's Island, $600 per annum; September 29, Thomas J. Fleming, Stoker (temporary emergency), Metropolitan Hospital, $3 per diem; September 23, Grace Flynn, Training Nurse, Kings Co. Hospital, $600 per annum; September 5, Beatrice Hamilton, Hospital Helper, City Training School, $180 per annum; September 27, Oscar Lape, Stoker (temporary emergency), Metropolitan Hospital, $3 per diem; September 21, Henry C. Miles, (re), Training Nurse, Coney Island Hospital, $600 per annum; September 22, George Mills, Hospital Helper, Metropolitan Training School, $180 per annum; September 27, Michael Miskel, Hospital Helper, Kings Co. Hospital, $240 per annum; September 22, Catherine Moore, Hospital Helper, Kings County Hospital, $240 per annum; September 22, Mary J. Moore, Training Nurse, Kings Co. Hospital, $600 per annum; September 23, Mary Moris, Hospital Helper, Kings Co. Hospital, $240 per annum; September 27, Jennie McCotter, Hospital Helper, Metropolitan Training School, $180 per annum; September 25, Lillian McCoy, Hospital Helper, Metropolitan Training School, $240 per annum; September 23, John McGahren, Hospital Helper, Metropolitan Training School, $180 per annum; September 23, James McGuire, Hospital Helper, Metropolitan Training School, $180 per annum; October 1, Bernardine Nugent, Hospital Helper, Coney Island Hospital, $216 per annum; September 23, James F. O'Neill, Deputy Superintendent (Lay), City Hospital, $1,000 per annum; September 21, Lela G. Peters, Trained Nurse, City Training School, $300 per annum; September 21, Robert V. Piper, Hospital Helper, Metropolitan Training School, $480 per annum; September 5, Joseph Reed (re), Hospital Helper, Randall's Island, $240 per annum; September 22, Frank W. Rolf, Cook, City Hospital, $240 per annum; September 23, Charles Rooney, Hospital Helper, Metropolitan Training School, $180 per annum; September 13, Amelia Sauber, Trained Nurse, City Training School, $300 per annum; September 23, Henry Seeley, Hospital Helper, Kings Co. Hospital, $300 per annum; October 1, Caroline Snyth, Hospital Helper, City Home, Blackwell's Island, $240 per annum; September 24, Anthony Stanley, Deckhand, Steamboats, $720 per annum; September 23, Thomas Tracy, Hospital Helper, Metropolitan Training School, $180 per annum; September 24, Edith Whelan, Hospital Helper, Coney Island Hospital, $240 per annum; September 23, Katherine R. Yocum, Trained Nurse, Coney Island Hospital, $600 per annum; October 1, Albert H. Young, Hospital Helper, Municipal Lodging House, $300 per annum.

Resigned—October 1—Harry Barry, Hospital Helper, Metropolitan Training School; October 13, Martha E. Bollerman, Trained Nurse, City Hospital; September 28, Hannah I. Buckley, Trained Nurse, Randall's Island; September 27, Anna M. Burke, Hospital Helper, Metropolitan Training School; September 24, Annabelle Burns, Trained Nurse, Metropolitan Training School; September 30, Alicia A. Cassidy, Trained Nurse, Metropolitan Hospital; September 24, Edward Clayton, Hospital Helper, Metropolitan Training School; October 2, Emma Conklin, Hospital Helper, Metropolitan Training School; September 30, Helen Connolly, Hospital Helper, City Home, Blackwell's Island; October 1, Michael Delaney, Hospital Helper, Metropolitan Training School; September 30, Christopher Ebitsch, Hospital Helper, Metropolitan Hospital; September 15, Edmond Feuilly, Cook, Randall's Island; September 26, Thomas Fleming, Stoker, Metropolitan Hospital; September 30, Minnie R. Heppler, Trained Nurse, (temporary), Metaropolitan Hospital; September 24, Beckie Herring, Hospital Helper, Randall's Island; September 30, Katherine Higgins, Hospital Helper, City Home, Blackwell's Island; September 22, Anna Jacobs, Hospital Helper, Kings Co. Hospital; September 19, Eugene Kiernan, Hospital Helper, City Home, Brooklyn; September 30, Oscar Lape, Stoker (temporary emergency), Metropolitan Hospital; October 1, William Maher, Hospital Helper, Metropolitan Training School; September 26, Etta Martin, Hospital Helper, Metropolitan Hospital; September 30, James McCarthy, Hospital Helper, Kings Co. Hospital; September 17, Peter McCarthy, Hospital Helper, Kings Co. Hospital; September 30, Agnes O'Brien, Hospital Helper, City Home, Blackwell's Island; September 26, William O'Grady, Hospital Helper, Kings Co. Hospital; October 5, Francisca Pic, Trained Nurse, Metropolitan Hospital; September 30, Mary Quinlivan, Hospital Helper, Randall's Island; September 25, Joseph Reed, Hospital Helper, Randall's Island; September 30, Louis, Richardson, Hospital Helper, Randall's Island; September 30, Ellen Tinklepaugh, Hospital Helper, Randall's Island; September 30, Nellie Whitney, Hospital Helper, Randall's Island.

Dropped—October 1, William T. Carolin, Hospital Helper, Randall's Island; October 24, Patrick Collins, Hospital Helper, Metropolitan Training School; October 4, William Dunn, Stoker, Metropolitan Hospital; September 20, John Fisher, Hospital Helper, Storehouse; October 2, Janet Frost, Hospital Helper, Metropolitan Training School; September 23, Susan Gallagher, Hospital Helper, Metropolitan Training School; September 23, Edward MacDougall, Clerk, Children's Bureau, Brooklyn; August 31, Madeline Madden, Stenographer and Typewriter (temporary emergency), Central Office, Manhattan; September 18, Norah Mahoney, Hospital Helper, Randall's Island; September 30, Ethel Ozer, Hospital Helper, Coney Island Hospital; September 28, Annie M. Porter, Hospital Helper, Coney Island Hospital; September 17, Mary Ryan, Hospital Helper, Metropolitan Training School; September 23, James J. Savage, Deckhand, Steamboats; September 30, Tony Speciale, Hospital Helper, Municipal Lodging House.

Transferred—October 1, Jeremiah Connelly, Superintendent, Bureau of Dependent Adults, Richmond, to Bureau Dependent Adults, Manhattan; October 1, Mary E. Fay, Teacher, Metropolitan Hospital, to Randall's Island; October 1, Frank Fitzpatrick, Hospital Helper, City Home, Brooklyn District, to Kings Co. Hospital; October 1, Margaret A. Keating, Teacher, Randall's Island, to Metropolitan Hospital; October 1, James M. O'Connor, Cashier (Clerk), Children's Bureau, Brooklyn, to Borough President's Office, Brooklyn; September 27, Lawrence Owens, Hospital Helper, City Home, Brooklyn, to Kings Co. Hospital; October 1, Flora M. Purcell, Examiner, Charitable Institution, Bureau Dependent Adults, Manhattan, to Bureau Dependent Adults, Richmond.

Salary Increased—October 1, Thomas Cherry, Hospital Helper, Metropolitan Hospital, $300 to $360; October 1, Frank Fitzpatrick, Hospital Helper, Kings Co. Hospital, $192 to $480; September 27, Laurence Owens, Hospital Helper, Kings Co. Hospital, $300 to $480; October 1, George Westgate, Hospital Helper, Metropolitan Hospital, $150 to $180.

Charges Preferred—October 1, William Dunn, Stoker, Metropolitan Hospital (removed October 4, intoxication).

OFFICIAL DIRECTORY

STATEMENT OF THE HOURS DURING which the Public Offices in the City are op n for business and at which the Courts regular open and adjourn, as well as the places where such offices are kept and such Courts are held, together with the heads of Departments and Courts.

CITY OFFICES.

MAYOR'S OFFICE.

No. 5 City Hall, 9 a. m. to 5 p. m.; Saturday 9 a. m. to 12 m.

Telephone, 8020 Cortlandt.

William J. Gaynor, Mayor.

Robert Adamson, Secretary.

James Matthews, Executive Secretary.

John J. Glennon, Chief Clerk and Bond and Warrant Clerk.

BUREAU OF WEIGHTS AND MEASURES.

Room 7, City Hall, 9 a. m. to 5 p. m.; Saturday 9 a. m. to 12 m.

John L. Walsh, Commissioner.

Telephone, 4334 Cortlandt.

BUREAU OF LICENSES.

9 a. m. to 4 p. m.; Saturdays, 9. a. m. to 12 m

Telephone, 4109 Cortlandt.

James G. Wallace, Jr., Chief of Bureau.

Principal Office, Room 1, City Hall.

ARMORY BOARD.

Mayor, William J. Gaynor; the Comptroller, William A. Prendergast; the President of the Board of Aldermen, John Purroy Mitchel; Chief of Coast Artillery, Elmore F. Austin; Brigadier-General John G. Eddy, Commodore R. P. Forshew the President of the Department o Taxes and Assessments, Lawson Purdy.

Clark D. Rhinehart, Secretary, Room 6, Basement, Hall of Records, Chambers and Centre streets.

Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone, 3900 Worth.

ART COMMISSION.

City Hall, Room 21.

Telephone call, 1197 Cortlandt.

Robert W. de Forest, Vice-President Metropolitan Museum of Art, President; Francis C. Jones, Painter, Vice-President; Charles Howland Russell, Trustee of New York Public Library, Secretary; A. Augustus Healy, President of the Brooklyn Institute of Arts and Sciences; William J. Gaynor, Mayor of the City of New York; R. T. H. Halsey; I. N. Phelps Stokes, Architect; John Bogart; Frank L. Babbott; Karl Bitter, Sculptor.

John Quincy Adams, Assistant Secretary.

BOARD OF ALDERMEN.

No. 11 City Hall, 10 a. m. to 4 p. m. Saturdays 10 a. m. to 12 m.

Telephone, 7560 Cortlandt.

John Purroy Mitchel, President.

ALDERMEN.

Borough of Manhattan—1st Dist., William Drescher; 2d Dist., Michael Stapleton; 3d Dist., John J. White; 4th Dist., James J. Smith; 5th Dist., Joseph M. Hannon; 6th Dist., Frank J. Dotzler 7th Dist., Frank L. Dowling; 8th Dist., Max S. Levine; 9th Dist., John F. McCourt; 10th Dist., Hugh J. Cummuskey; 11th Dist., Louis Wendel, Jr.; 12th Dist., William P. Kenneally; 13th Dist., John McCann; 14th Dist., John Loos; 15th Dist., Niles R. Becker; 16th Dist., John T. Eagan; 17th Dist., Daniel M. Bedell; 18th Dist., James J. Nugent; 19th Dist., William D. Brush; 20th Dist., John J. Reardon; 21st Dist., Bryant Willard; 22d Dist., Edward V. Gilmore; 23d Dist., John H. Boschen; 24th Dist., John A. Bolles; 25th Dist., Charles Delaney; 26th Dist., Henry H. Curran; 27th Dist., Nathan Lieberman; 28th Dist., Courtlandt Nicoll; 29th Dist., John F. Walsh; 30th Dist., Ralph Folks; 31st Dist., Percy L. Davis; 32d Dist., Michael J. McGrath; 33d Dist., Samuel Marks.

Borough of The Bronx—34th Dist., James L. Devine; 35th Dist., Thomas J. Mulligan; 36th Dist., Thomas H. O'Neil; 37th Dist., — — — — ; 38th Dist., Abram W. Herbst; 39th Dist., James Hamilton; 40th Dist., Jacob Well; 41st Dist., Frederick H. Wilmot.

Borough of Brooklyn—42d Dist., Robert F. Downing; 43d Dist., Michael Carberry; 44th Dist., Frank Cunningham; 45th Dist., John S. Gaynor; 46th Dist., James R. Weston; 47th Dist., John Diemer; 48th Dist., James J. Molen; 49th Dist., Francis P. Kenney; 50th Dist., John J. Meagher; 51st Dist., Ardolph L. Kline; 52d Dist., Daniel R. Coleman; 53d Dist., Frederick H. Stevenson; 54th Dist., Jesse D. Moore; 55th Dist., Frank T. Dixson; 56th Dist., William P. McGarry; 57th Dist., Robert H. Bosse; 58th Dist., O. Grant Esterbrook; 59th Dist., George A. Morrison; 60th Dist., Otto Muhlbauer; 61st Dist., William H. Pendry; 62d Dist., Jacob J. Velten; 63d Dist., Edward Eichhorn; 64th Dist., Henry F. Grimm; 65th Dist., James F. Martyn.

Borough of Queens—66th Dist., George M. O'Connor; 67th Dist., Otto C. Gelbke; 68th Dist., Alexander Dujat; 69th Dist., Charles Augustus Post; 70th Dist., W. Augustus Shipley.

Borough of Richmond—71st Dist., William Fink; 72d Dist., John J. O'Rourke; 73d Dist., Charles P. Cole.

P. J. Scully, City Clerk.

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; John G. O'Keeffe, Arden M. Robbins, James A. Farley, Samuel Sachs, Leopold Stern; Michael J. Drummond, ex-officio.

General Medical Superintendent, Dr. George O'Hanlon.

BOARD OF AMBULANCE SERVICE. •

Headquarters, 300 Mulberry street.

Office hours, 9 a. m. to 4 p. m. Saturdays, 12 m.

President, Commissioner of Police, R. Waldo; Secretary, Commissioner of Public Charities, M. J. Drummond; Dr. John W. Brannan, President of the Board of Trustees of Bellevue and Allied Hospitals; Dr. Royal S. Copeland, Wm. I. Spregelberg; D. C. Potter, Director.

Ambulance Calls—Telephone, 3100 Spring.

Administration Offices—Telephone, 7586 Spring.

BOARD OF ASSESSORS.

Office, No. 320 Broadway, 9 a. m. to 5 p. m; Saturdays, 12 m.

Joseph P. Hennessy, President.

William C. Ormond.

Antonio C. Astarita.

Thomas J. Drennan, Secretary.

Telephone, 29, 30 and 31 Worth.

BOARD OF ELECTIONS.

General Office, No. 107 West Forty-first street.

Commissioners: J. Gabriel Britt, President; Moses M. McKee, Secretary; James Kane and Jacob A. Livingston. Michael T. Daly, Chief Clerk.

Telephone, 2946 Bryant.

BOROUGH OFFICES.

Manhattan.

No. 112 West Forty-second street.

William C. Baxter, Chief Clerk.

Telephone, 2946 Bryant.

The Bronx.

One Hundred and Thirty-eighth street and Morris avenue (Solingen Building).

John L. Burgoyne, Chief Clerk.

Telephone, 336 Melrose.

Brooklyn.

No. 42 Court Street (Temple Bar Building).

George Russell, Chief Clerk.

Telephone, 693 Main.

Queens.

No. 64 Jackson Avenue, Long Island City

Carl Voegel, Chief Clerk.

Telephone, 3375 Hunters Point.

Richmond.

Borough Hall, New Brighton, S. I.

Alexander M. Ross, Chief Clerk.

Telephone, 1000 Tompkinsville.

All offices open from 9 a. m. to 4 p. m. Saturdays, from 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.

Joseph Haag, Secretary; William M. Lawrence, Assistant Secretary; Charles V. Adee, Clerk to Board.

No. 277 Broadway, Room 1406. Telephone, 2280 Worth.

OFFICE OF THE CHIEF ENGINEER.

Nelson P. Lewis, Chief Engineer. Arthur S. Tuttle, Assistant Chief Engineer, No. 277 Broadway. Room 1408. Telephone, 2281 Worth.

BUREAU OF FRANCHISES.

Harry P. Nichols, Engineer, Chief of Bureau, 277 Broadway, Room 801. Telephone, 2282 Worth.

Office hours, 9 a. m. to 5 p. m. (except during July and August, when hours are 9 a. m. to 4 p. m.) Saturdays, 9 a. m. to 12 m.

BOARD OF EXAMINERS.

Rooms 6027 and 6028, Metropolitan Building No. 1 Madison avenue, Borough of Manhattan, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone, 5840 Gramercy.

George A. Just, Chairman. Members: William Crawford, Lewis Harding, Charles G. Smith, John P. Leo, Robert Maynicke and John Kenlon.

Edward V. Barton, Clerk.

Board meeting every Tuesday at 2 p. m.

BOARD OF INEBRIETY.

Office, 300 Mulberry street, Manhattan.

Telephone 7116 Spring.

Thomas J. Colton, President; Rev. William Morrison, John Dorning, M.D.; Rev. John J. Hughes; William Browning, M.D.; Michael J. Drummond, Commissioner of Public Charities; Patrick A. Whitney, Commissioner of Correction.

Executive Secretary, Charles Samson.

Office hours, 9 a. m to 4 p. m. Saturdays, 9 a. m. to 12 m.

Board meets first Wednesday in each month, at 4 o'clock.

BOARD OF PAROLE OF THE NEW YORK CITY REFORMATORY OF MISDEMEANANTS.

Office, No. 148 East Twentieth street.

Patrick A. Whitney, Commissioner of Correction, President.

John B. Mayo, Judge, Special Sessions, Manhattan.

Robert J. Wilkin, Judge, Special Sessions, Brooklyn.

Frederick B. House, City Magistrate, First Division.

Edward J. Dooley, City Magistrate, Second Division.

Samuel B. Hamburger, John C. Heintz, Rosario Maggio, Richard E. Troy.

Thomas R. Minnick, Secretary.

Telephone, 1047 Gramercy.

BOARD OF REVISION OF ASSESSMENTS.

William A. Prendergast, Comptroller.

Archibald R. Watson, Corporation Counsel.

Lawson Purdy, President of the Department of Taxes and Assessments.

John Korb, Jr., Chief Clerk, Finance Department, No. 280 Broadway.

Telephone, 1200 Worth.

BOARD OF WATER SUPPLY.

Office, No. 165 Broadway.

Charles Strauss, President; Charles N. Chadwick and John F. Galvin, Commissioners.

Joseph P. Morrissey, Secretary.

J. Waldo Smith, Chief Engineer.

Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone, 4310 Cortlandt.

CHANGE OF GRADE DAMAGE COMMISSION.

Office of the Commission, Room 223, No. 280 Broadway (Stewart Building), Borough of Manhattan, New York City.

William D. Dickey, Cambridge Livingston, David Robinson, Commissioners. Lamont McLoughlin, Clerk.

Regular advertised meetings on Monday, Tuesday and Thursday of each week at 2 o'clock p. m.

Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone, 3254 Worth.

CITY CLERK AND CLERK OF THE BOARD OF ALDERMEN.

City Hall, Rooms 11, 12; 10 a. m. to 4 p. m.; Saturdays, 10 a. m. to 12 m.

Telephone, 7560 Cortlandt.

P. J. Scully, City Clerk and Clerk of the Board of Aldermen.

Joseph F. Prendergast, First Deputy.

John T. Oakley, Chief Clerk of the Board of Aldermen.

Joseph V. Sculley, Clerk, Borough of Brooklyn.

Matthew McCabe, Deputy City Clerk, Borough of The Bronx.

George D. Frenz, Deputy City Clerk, Borough of Queens.

Joseph F. O'Grady Deputy City Clerk, Borough of Richmond.

CITY RECORD OFFICE.

BUREAU OF PRINTING, STATIONERY AND BLANK BOOKS.

Supervisor's Office, 8th floor, Park Row Building, No. 21 Park Row.

David Ferguson, Supervisor.

Henry McMillen, Deputy Supervisor.

C. McKemie, Secretary.

Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

Distributing Division, Nos. 96 and 98 Reade street, near West Broadway.

Telephones, 1505 and 1506 Cortlandt.

COMMISSIONERS OF ACCOUNTS.

Jeremiah T. Mahoney, Harry M. Rice, Commissioners.

Rooms 114 and 115, Stewart Building, No. 280 Broadway, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone, 4315 Worth.

The Standard Testing Laboratory, Otto H. Klein, Director, 127 Franklin street; office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

Telephones, 3088 and 3089 Franklin.

COMMISSIONER OF LICENSES.

Office, No. 277 Broadway.

Herman Robinson, Commissioner.

Samuel Prince, Deputy Commissioner.

John J. Caldwell, Secretary.

Office hours, 9 a. m. to 5 p. m.; Saturdays 9 a. m. to 12 m.

Telephone, 2828 Worth.

COMMISSIONERS OF SINKING FUND.

William J. Gaynor, Mayor, Chairman; William A. Prendergast, Comptroller; Robert R. Moore, Chamberlain; John Purroy Mitchel, President of the Board of Aldermen, and Henry H. Curran, Chairman Finance Committee, Board of Aldermen, members: John Korb, Jr., Secretary.

Office of Secretary, Room 9, Stewart Building, No. 280 Broadway, Borough of Manhattan.

Telephone, 1200 Worth.

DEPARTMENT OF BRIDGES.

Nos. 13-21 Park Row.

Arthur J. O'Keeffe, Commissioner.

William H. Sinnott, Deputy Commissioner.

Edgar E. Schiff, Secretary.

Office hours, 9 a. m. to 5 p. m.

Saturdays, 9 a. m. to 12 m.

Telephone, 6080 Cortlandt.

DEPARTMENT OF CORRECTION.

CENTRAL OFFICE.

No. 148 East Twentieth street. Office hours from 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone, 1047 Gramercy.

Patrick A. Whitney, Commissioner.

William J. Wright, Deputy Commissioner.

John B. Fitzgerald, Secretary.

DEPARTMENT OF DOCKS AND FERRIES

Pier "A" N. R., Battery place.

Telephone, 300 Rector.

Calvin Tomkins, Commissioner.

B. F. Cresson, Jr., First Deputy Commissioner.

William J. Barney, Second Deputy Commissioner.

Matthew J. Harrington, Secretary.

Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

DEPARTMENT OF EDUCATION.

BOARD OF EDUCATION.

Park avenue and Fifty-ninth street, Borough of Manhattan, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone, 5580 Plaza.

Stated meetings of the Board are held at 4 p. m. on the first Monday in February, the second Wednesday in July, and the second and fourth Wednesdays in every month, except July and August.

Richard B. Aldcroftt, Jr., Reba C. Bamberger (Mrs.), Joseph Barondess, Nicholas J. Barrett, Henry J. Bigham, Thomas W. Churchill, Joseph E. Cosgrove, Francis P. Cunnion, Thomas M. De Laney, Martha Lincoln Draper (Miss), Alexander Ferris, George J. Gillespie, John Greene, Robert L. Harrison, Louis Haupt, M. D.; Ella W. Kramer (Mrs.), Peter J. Lavelle, Olivia Leventritt (Miss), Isadore M. Levy, Morris Loeb, Alrick H. Man, John Martin, Robert E. McCafferty, Dennis J. McDonald, M. D.; Patrick F. McGowan, Herman A. Metz, Augustus G. Miller, George C. Miller, Henry P. Morrison, Louis Newman, Antonio Pisani, M. D.; Alice Lee Post (Mrs.), Arthur S. Somers, Abraham Stern, M. Samuel Stern, Ernest W. Stratmann, Cornelius J. Sullivan, James E. Sullivan, Michael J. Sullivan, Bernard Suydam, Rupert B. Thomas, John R. Thompson, John Whalen, Frank D. Wilsey, George W. Wingate, Egerton L. Winthrop, Jr., members of the Board.

Egerton L. Winthrop, Jr., President.

John Greene, Vice-President.

A. Emerson Palmer, Secretary.

Fred H. Johnson, Assistant Secretary.

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

Patrick Jones, Superintendent of School Supplies.

Henry R. M. Cook, Auditor.

Thomas A. Dillon, Chief Clerk.

Henry M. Leipziger, Supervisor of Lectures.

Claude G. Leland, Superintendent of Libraries.

A. J. Maguire, Supervisor of Janitors.

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BOARD OF EXAMINERS.

William H. Maxwell, City Superintendent of Schools, and James C. Byrnes, Walter L. Hervey, Jerome A. O'Connell, George J. Smith, Examiners.

BOARD OF RETIREMENT.

Egerton L. Winthrop, Jr., Abraham Stern, Cornelius J. Sullivan, William H. Maxwell, Josephine E. Rogers, Mary A. Curtis, Lyman A. Best, Principal P. S. 108, Brooklyn, Secretary. (Telephone, 1470 East New York.)

DEPARTMENT OF FINANCE.

Stewart Building, Chambers street and Broadway, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone, 1200 Worth.

WILLIAM A. PRENDERGAST, Comptroller, Douglas Mathewson and Edmund D. Fisher, Deputy Comptrollers.

Hubert L. Smith, Assistant Deputy Comptroller.

George L. Tirrell, Secretary to the Department.

Thomas W. Hynes, Supervisor of Charitable Institutions.

Walter S. Wolfe, Chief Clerk.

BUREAU OF AUDIT.

Charles S. Hervey, Chief Auditor of Accounts, Room 29.

Harry York, Deputy Chief Auditor of Accounts.

Duncan MacInnes, Chief Accountant and Bookkeeper.

John J. Kelly, Auditor of Disbursements.

H. H. Rathyen, Auditor of Receipts.

James J. Munro, Chief Inspector.

R. B. McIntyre, Examiner in Charge, Expert Accountants' Division.

LAW AND ADJUSTMENT DIVISION.

Albert E. Hadlock, Auditor of Accounts. Room 185.

BUREAU OF MUNICIPAL INVESTIGATION AND STATISTICS.

James Tilden Adamson, Supervising Statistician and Examiner. Room 180.

STOCK AND BOND DIVISION.

James J. Sullivan, Chief Stock and Bond Clerk, Room 85.

OFFICE OF THE CITY PAYMASTER.

No. 83 Chambers street and No. 65 Reade street.

John H. Timmerman, City Paymaster.

DIVISION OF REAL ESTATE.

Charles A. O'Malley, Appraiser of Real Estate. Room 103, No. 280 Broadway.

DIVISION OF AWARDS.

Joseph R. Kenny, Bookkeeper in Charge. Rooms 155 and 157, No. 280 Broadway.

BUREAU FOR THE COLLECTION OF TAXES.

Borough of Manhattan—Stewart Building, Room O.

Frederick H. E. Ebstein, Receiver of Taxes.

John J. McDonough and Sylvester L. Malone, Deputy Receivers of Taxes.

Borough of The Bronx—Municipal Building, Third and Tremont avenues.

Edward H. Healy and John J. Knewitz, Deputy Receivers of Taxes.

Borough of Brooklyn—Municipal Building, Rooms 2-8.

Alfred J. Boulton and David E. Kemlo, Deputy Receivers of Taxes.

Borough of Queens—Municipal Building, Court House Square, Long Island City.

William A. Beadle and Thomas H. Green, Deputy Receivers of Taxes.

Borough of Richmond—Borough Hall, St. George, New Brighton.

John De Morgan and Edward J. Lovett, Deputy Receivers of Taxes.

BUREAU FOR THE COLLECTION OF CITY REVENUE AND OF MARKETS.

Stewart Building, Chambers street and Broadway, Room K.

Sydney H. Goodacre, Collector of City Revenue and Superintendent of Markets.

BUREAU OF THE CHAMBERLAIN.

Stewart Building, Chambers street and Broadway, Rooms 63 to 67.

Robert R. Moore, Chamberlain.

Henry J. Walsh, Deputy Chamberlain.

Office hours, 9 a. m. to 5 p. m.

Telephone, 4270 Worth.

DEPARTMENT OF HEALTH.

Centre and Walker streets, Manhattan.

Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

Burial Permit and Contagious Disease Offices always open.

Telephone, 6280 Franklin.

Ernst J. Lederle, Ph. D., Commissioner of Health and President; Joseph J. O'Connell, M. D.; Rhinelander Waldo, Commissioners.

Eugene W. Scheffer, Secretary.

Herman M. Biggs, M. D., General Medical Officer.

Walter Bensel, M. D., Sanitary Superintendent.

William H. Guilfoy, M. D., Registrar of Records.

James McC. Miller. Chief Clerk.

Borough of Manhattan.

Alonzo Blauvelt, M. D., Assistant Sanitary Superintendent; George A. Roberts, Assistant Chief Clerk; Shirley W. Wynne, M. D., Assistant Registrar of Records.

Borough of The Bronx, No. 3731 Third avenue.

Marion B. McMillan, M. D., Assistant Sanitary Superintendent; Ambrose Lee, Jr., Assistant Chief Clerk; Arthur J. O'Leary, M. D., Assistant Registrar of Records.

Borough of Brooklyn, Flatbush avenue, Willoughby and Fleet streets.

Travers R. Maxfield, M. D., Assistant Sanitary Superintendent; Alfred T. Metcalfe, Assistant Chief Clerk; S. J. Byrne, M. D., Assistant Registrar of Records.

Borough of Queens, Nos. 372 and 374 Fulton street, Jamaica.

John H. Barry, M. D., Assistant Sanitary Superintendent; George R. Crowly, Assistant Chief Clerk; Robert Campbell, M. D., Assistant Registrar of Records.

Borough of Richmond, No. 514 Bay street, Stapleton, Staten Island.

John T. Sprague, M. D., Assistant Sanitary Superintendent; Charles E. Hoyer, Assistant Chief Clerk.

DEPARTMENT OF PARKS.

Charles B. Stover, Commissioner of Parks for the Boroughs of Manhattan and Richmond, and President Park Board.

Clinton H. Smith, Secretary.

Offices, Arsenal, Central Park.
Telephone, 7300 Plaza
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

Michael J. Kennedy, Commissioner of Parks for the Borough of Brooklyn.
Offices, Litchfield Mansion, Prospect Park, Brooklyn.
Office hours, 9 a. m. to 5 p. m.; July and August, 9 a. m. to 4 p. m.
Telephone, 2300 South.

Thomas J. Higgins, Commissioner of Parks for the Borough of The Bronx.
Office, Zbrowski Mansion, Claremont Park.
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 2640 Tremont.

Walter G. Eliot, Commissioner of Parks for the Borough of Queens.
Temporary office, Arsenal, Central Park, Manhattan.

PERMANENT CENSUS BOARD.

Hall of Board of Education, No. 500 Park avenue, third floor. Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

The Mayor, City Superintendent of Schools and Police Commissioner. George H. Chatfield, Secretary.
Telephone, 5752 Plaza.

DEPARTMENT OF PUBLIC CHARITIES.

PRINCIPAL OFFICE.

Foot of East Twenty-sixth street, 9 a. m. to 5 p. m.: Saturdays, 9 a. m. to 12 m.
Telephone, 7400 Madison Square.
Michael J. Drummond, Commissioner.
Frank J. Goodwin, First Deputy Commissioner.
William J. McKenna, Third Deputy Commissioner.
Thomas L. Fogarty, Second Deputy Commissioner for Brooklyn and Queens, Nos. 327 to 331 Schermerhorn street, Brooklyn. Telephone, 2977 Main.
J. McKee Borden, Secretary.

Plans and Specifications, Contracts, Proposals and Estimates for Work and Materials for Building, Repairs and Supplies, Bills and Accounts, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

Bureau of Dependent Adults, foot of East Twenty-sixth street. Office hours, 9 a. m. to 5 p. m.

The Children's Bureau, No. 124 East 59th street. Office hours, 9 a. m. to 5 p. m.

Jeremiah Connelly, Superintendent for Richmond Borough, Borough Hall, St. George, Staten Island.
Telephone, 1000 Tompkinsville.

DEPARTMENT OF STREET CLEANING.

Nos. 13 to 21 Park Row, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 3863 Cortlandt.
William H. Edwards, Commissioner.
James F. Lynch, Deputy Commissioner, Borough of Manhattan.
Julian Scott, Deputy Commissioner, Borough of Brooklyn.
James F. O'Brien, Deputy Commissioner, Borough of The Bronx.
John J. O'Brien, Chief Clerk.

DEPARTMENT OF TAXES AND ASSESSMENTS.

Hall of Records, corner Chambers and Centre streets. Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

Commissioners—Lawson Purdy, President; Chas. J. McCormack, John J. Halleran, Charles T. White, Daniel S. McElroy, Edward Kaufmann, Judson G. Wall.
Telephone, 3900 Worth.

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

Nos. 13 to 21 Park Row, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

Telephones: Manhattan, 5962 Cortlandt; Brooklyn, 3980 Main; Queens, 1990 Greenpoint; Richmond, 840 Tompkinsville; Bronx, 3400 Tremont.
Henry S. Thompson, Commissioner.
J. W. F. Bennett, Deputy Commissioner.
Frederic T. Parsons, Deputy Commissioner, Borough of Brooklyn. Municipal Building, Brooklyn.
John L. Jordan, Deputy Commissioner, Borough of The Bronx, Tremont and Arthur Avenues.
M. P. Walsh, Deputy Commissioner, Borough of Queens, Municipal Building, Long Island City.
John E. Bowe, Deputy Commissioner, Borough of Richmond, Municipal Building, St. George.

EXAMINING BOARD OF PLUMBERS.

Edwin Hayward, President.
James J. Donahue, Secretary.
August C. Schwager, Treasurer.
Rooms Nos. 14, 15 and 16, Aldrich Building, Nos. 149 and 151 Church street.
Telephone, 6472 Barclay.

Office open during business hours every day in the year (except legal holidays). Examinations are held on Monday, Wednesday and Friday at 1 p. m.

FIRE DEPARTMENT.

Headquarters: Office hours for all, from 9 a. m. to 5 p. m.; Saturdays, 12 m. Central offices and fire stations open at all hours.

OFFICES.

Headquarters of Department, Nos. 157 and 159 East 67th street, Manhattan. Telephone, 640 Plaza

Brooklyn office, Nos. 365 and 367 Jay street Brooklyn. Telephone, 2653 Main.
Joseph Johnson, Commissioner.
George W. Olvany, Deputy Commissioner.
Philip P. Farley, Deputy Commissioner, Boroughs of Brooklyn and Queens.
Daniel E. Finn, Secretary of Department.
Lloyd Dorsey Willis, Secretary to Commissioner.
Walter J. Nolan, Secretary to Deputy Commissioner, Boroughs of Brooklyn and Queens.
John Kenlon, Chief of Department, in charge Bureau of Fire Extinguishment, 157 and 159 East 67th street, Manhattan.
Thomas Lally, Deputy Chief in charge, Boroughs of Brooklyn and Queens, 365-367 Jay street, Brooklyn.
William Guerin, Deputy Chief in charge Bureau of Fire Prevention, 157 and 159 East 67th street, Manhattan.
Leonard Day, Electrical Engineer, Chief of Bureau of Fire Alarm Telegraph, 157 and 159 East 67th street, Manhattan.
John R. Keefe, Clerk, in charge Bureau of Repairs and Supplies, 157 and 159 East 67th street, Manhattan.

LAW DEPARTMENT.

OFFICE OF CORPORATION COUNSEL.

Office hours, 9 a. m. to 5 p. m.; Saturdays 9 a. m. to 12 m

Main office, Hall of Records, Chambers and Centre streets, 6th and 7th floors.
Telephone, 4600 Worth.
Archibald R. Watson, Corporation Counsel.

Assistants—Theodore Connoly, George L. Sterling, Charles D. Olendorf, William P. Burr, R. Percy Chittenden, William Beers Crowell, John L. O'Brien, Terence Farley, Edward J. McGoldrick, David S. Garland, Curtis A. Peters, John F. O'Brien, Edward S. Malone, Edwin J. Freedman, Louis H. Hahlo, Frank B. Pierce, Richard H. Mitchell, John Widdecombe, Arthur Sweeny, William H. King, George P. Nicholson, Dudley F. Malone, Charles J. Nehrbas, William J. O'Sullivan, Harford P. Walker, Josiah A. Stover, Arnold C. Weil, Francis J. Byrne, John Lehman, Francis Martin, Charles McIntyre, Clarence L. Barber, Alfred W. Booraem, George H. Cowie, Solon Berrick, James P. O'Connor, Elliott S. Benedict, Isaac Phillips, Edward A. McShane, Eugene Fay, Ricardo M. DeAcosta, John M. Barrett, Frank P. Reilly, Leon G. Godley, Alexander C. MacNulty, Samuel Hoffmann, John W Goff, Jr., William R. Wilson, Jr.

Secretary to the Corporation Counsel—Edmund Kirby, Jr.
Chief Clerk—Andrew T. Campbell.

Brooklyn office, Borough Hall, 2d floor. Telephone, 2948 Main. James D. Bell, Assistant in charge.

BUREAU OF STREET OPENINGS.

Main office, No. 90 West Broadway. Telephone, 5070 Barclay. Joel J. Squier, Assistant in charge.

Brooklyn branch office, No. 166 Montague street. Telephone, 3670 Main. Edward Riegelmann, Assistant in charge.

Queens branch office, Municipal Building, Court House Square, Long Island City. Telephone, 3886 Hunters Point. Walter C. Sheppard, Assistant in charge.

BUREAU FOR THE RECOVERY OF PENALTIES.

No. 119 Nassau street. Telephone, 4526 Cortlandt. Herman Stiefel, Assistant in charge.

BUREAU FOR THE COLLECTION OF ARREARS OF PERSONAL TAXES.

No. 280 Broadway, 5th floor. Telephone, 4585 Worth. Geo. O'Reilly, Assistant in charge.

TENEMENT HOUSE BUREAU AND BUREAU OF BUILDINGS.

No. 44 East Twenty-third street. Telephone, 961 Gramercy. John P. O'Brien, Assistant in charge.

METROPOLITAN SEWERAGE COMMISSION.

Office, No. 17 Battery place. George A. Soper, Ph.D., President; James H. Fuertes, Secretary; H. de B. Parsons, Charles Sooysmith, Linsly R. Williams, M. D.
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 1694 Rector.

MUNICIPAL CIVIL SERVICE COMMISSION.

No. 299 Broadway, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
James Creelman, President; Richard Welling and Alexander Keogh, Commissioners.
Frank A. Spencer, Secretary.

LABOR BUREAU.

Nos. 54-60 Lafayette street.
Telephone, 2140 Worth.

MUNICIPAL EXPLOSIVES COMMISSION.

Nos. 157 and 159 East 67th street, Headquarters Fire Department.
Joseph Johnson, Fire Commissioner and ex, officio Chairman; Geo. O. Eaton, Sidney Harris-Bartholomew Donovan, Russell W. Moore.
Albert Bruns, Secretary.
Meetings at call of Fire Commissioner.

POLICE DEPARTMENT.

CENTRAL OFFICE.

No. 240 Centre street, 9 a. m. to 5 p. m. (months of June, July and August, 9 a. m. to 4 p. m.); Saturdays, 9 a. m. to 12 m.
Telephone, 3100 Spring.
Rhinelander Waldo, Commissioner.
Douglas I. McKay, First Deputy Commissioner.
George S. Dougherty, Second Deputy Commissioner.
John J. Walsh, Third Deputy Commissioner.
James E. Dillon, Fourth Deputy Commissioner.
William H. Kipp, Chief Clerk.

PUBLIC RECREATION COMMISSION

51 Chambers Street; Room 1001.
James E. Sullivan, President; General George W. Wingate, Charles B. Stover, Mrs. V. G. Simkhovitch, Gustavus T. Kirby, George D. Pratt, Robbins Gilman, Bascom Johnson, Secretary: Cyril H. Jones, Assistant Secretary.
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 1471 Worth.
Commission meeting every Tuesday at 4.30 p m.

PUBLIC SERVICE COMMISSION.

The Public Service Commission for the First District, Tribune Building, No. 154 Nassau street, Manhattan.

Office hours, 8 a. m. to 11 p. m., every day in the year, including holidays and Sundays.

Stated public meetings of the Commission, Tuesdays and Fridays at 12 m., in the Public Hearing Room of the Commission, third floor of the Tribune Building, unless otherwise ordered.

Commissioners—William R. Willcox, Chairman; Milo R. Maltbie, John E. Eustis, J. Sergeant Cram, George V. S. Williams. Counsel, George S. Coleman. Secretary, Travis H. Whitney.
Telephone, 4150 Beekman.

TENEMENT HOUSE DEPARTMENT.

John J. Murphy, Commissioner. Manhattan Office, 44 East 23d street. Telephone, 5331 Gramercy. William H. Abbott, Jr., First Deputy Commissioner.

Brooklyn office (Boroughs of Brooklyn, Queens and Richmond), 503 Fulton street. Telephone, 3825 Main. Frank Mann, Second Deputy Commissioner.

Bronx office, 391 East 149th street. Telephone, 7107-7108 Melrose. William B. Calvert, Superintendent.

Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

BOROUGH OFFICES.

BOROUGH OF MANHATTAN.

Office of the President, Nos. 14, 15 and 16 City Hall, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
George McAneny, President.
Leo Arnstein, Secretary of the Borough.
Samuel L. Martin, Secretary to the President.
Edgar Victor Frothingham, Commissioner of Public Works.
W. R. Patterson, Assistant Commissioner of Public Works.
Rudolph P. Miller, Superintendent of Buildings.
——————— Superintendent of Public Buildings and Offices.

BOROUGH OF THE BRONX.

Office of the President, corner Third avenue and One Hundred and Seventy-seventh street; 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Cyrus C. Miller, President.
George Donnelly, Secretary.
Thomas W. Whittle, Commissioner of Public Works.
James A. Henderson, Superintendent of Buildings.
Arthur J. Largy, Superintendent of Highways.
Roger W. Bligh, Superintendent of Public Buildings and Offices.
Telephone, 2680 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.
Alfred E. Steers, President.
Reuben L. Haskell, Borough Secretary.
John B. Creighton, Secretary to the President.
Lewis H. Pounds, Commissioner of Public Works.
Patrick J. Carlin, Superintendent of Buildings.
William J. Taylor, Superintendent of the Bureau of Sewers.
Howard L. Woody, Superintendent of the Bureau of Public Buildings and Offices.
John W. Tumbridge, Superintendent of Highways.
Telephone, 3960 Main.

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.
Telephone, 4120 Hunters Point.
Maurice E. Connolly, President.
Joseph Flanagan, Secretary.
Denis O'Leary, Commissioner of Public Works.
G. Howland Leavitt, Superintendent of Highways.
John W. Moore, Superintendent of Buildings.
John R. Higgins, Superintendent of Sewers.
Daniel Ehntholt, Superintendent of Street Cleaning.
——————— Superintendent of Public Buildings and Offices, Flushing. Telephone, 1740 Flushing.

BOROUGH OF RICHMOND.

President's Office, New Brighton, Staten Island.
George Cromwell, President.
Maybury Fleming, Secretary.
Louis Lincoln Tribus, Consulting Engineer and Acting Commissioner of Public Works.
John Seaton, Superintendent of Buildings.
H. E. Buel, Superintendent of Highways.
John T. Fetherston, Assistant Engineer and Acting Superintendent of Street Cleaning.
Ernest H. Seehusen, Superintendent of Sewers.
John Timlin, Jr., Superintendent of Public Buildings and Offices.
Offices, Borough Hall, New Brighton, N. Y., 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 1000 Tompkinsville.

CORONERS.

Borough of Manhattan—Office, 70 Lafayette street, corner of Franklin street.
Open at all times of the day and night.
Coroners: Israel L. Feinberg, Herman Hellenstein, James E. Winterbottom, Herman W. Holtzhauser.
Telephones, 5057, 5058 Franklin.

Borough of The Bronx—Corner of Arthur avenue and Tremont avenue. Telephone, 1250 Tremont and 1402 Tremont.
Jacob Shongut, Jerome F. Healy.

Borough of Brooklyn—Office, 236 Duffield street near Fulton street. Telephone, 4004 Main and 4005 Main.
Alexander J. Rooney, Edward Glinnen, Coroners.
Open all hours of the day and night.

Borough of Queens—Office, Town Hall, Fulton street, Jamaica, L. I.
Alfred S. Ambler, G. J. Schaefer.
Office hours from 9 a. m. to 10 p. m., excepting Sundays and holidays; office open then from 9 a. m. to 12 m.

Borough of Richmond—No. 175 Second street, New Brighton. Open all hours of the day and night.
William H. Jackson, Coroner.
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.; Saturdays, 9 a. m. to 12 m.
Thomas Allison, Commissioner.
Frederick P. Simpson, Assistant Commissioner.
Telephone, 241 Worth.

COMMISSIONER OF RECORDS.

Office, Hall of Records.
William S. Andrews, Commissioner.
James O. Farrell, Deputy Commissioner.
William Moores, Superintendent.
James J. Fleming, Jr., Secretary.
Telephone, 3900 Worth.
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
During the months of July and August the hours are from 9 a. m. to 2 p. m.

COUNTY CLERK.

Nos. 5, 8, 9, 10 and 11 New County Court House.
Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. During the months of July and August the hours are from 9 a. m. to 2 p. m. except on Saturdays.
William F. Schneider, County Clerk.
Charles E. Gehring, Deputy.
Wm. B. Selden, Second Deputy.
Herman W. Beyer, Superintendent of Indexing and Recording.
Telephone, 5388 Cortlandt.

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.
Charles S. Whitman, District Attorney.
Henry D. Sayer, Chief Clerk.
Telephone, 2304 Franklin.

PUBLIC ADMINISTRATOR.

No. 119 Nassau street, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
William M. Hoes, Public Administrator.
Telephone, 6376 Cortlandt.

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 2 p. m.
Max S. Grifenhagen, Register.
William Halpin, Deputy Register.
Telephone, 3900 Worth.

SHERIFF.

No. 299 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.
Julius Harburger, Sheriff.
John F. Gilchrist, Under Sheriff.
Telephone. 4984 Worth.

SURROGATES.

Hall of Records. Court open from 9 a. m. to 4 p. m., except Saturday, when it closes at 12 m. During the months of July and August the hours are from 9 a. m. to 2 p. m.

John P. Cohalan and Robert L. Fowler, Surrogates; William V. Leary, Chief Clerk.
Bureau of Records: John F. Curry, Commissioner; Charles W. Culkin, Deputy Commissioner; ——— ———, Superintendent.
Telephone, 3900 Worth.

KINGS COUNTY.

COMMISSIONER OF JURORS.

Park Building, 381-387 Fulton street, Brooklyn.
Thomas R. Farrell, Commissioner.
Michael J. Trudden, Deputy Commissioner.
Office hours from 9 a. m. to 4 p. m.; Saturdays from 9 a. m. to 12 m.
Office hours during July and August, 9 a. m. to 2 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 1454 Main.

COMMISSIONER OF RECORDS.

Hall of Records.
Office hours, 9 a. m. to 4 p. m., excepting months of July and August, then 9 a. m. to 2 p. m.; Saturdays, 9 a. m. to 12 m.
Charles H. Graff, Commissioner.
William F. Thompson, Deputy Commissioner.
Telephone, 6988 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 2 p. m.; Saturdays, 9 a. m. to 12 m.
Charles S. Devoy, County Clerk.
John Feitner, Deputy County Clerk.
Telephone call, 4930 Main.

COUNTY COURT.

County Court House, Brooklyn, Rooms 1, 10, 14, 17, 18, 22 and 23. Court opens at 10 a. m. daily and sits until business is completed. Part I. Room No. 23; Part II., Room No. 10; Part III., Room No. 14; Part IV., Room No. 1, Court House. Clerk's office, Rooms 17, 18, 19 and 22, open daily from 9 a. m. to 5 p. m.; Saturdays, 12 m.
Norman S. Dike and Lewis L. Fawcett, County Judges.
John T. Rafferty, Chief Clerk.
Telephone, 4154 and 4155 Main.

DISTRICT ATTORNEY.

Office, 66 Court street, Borough of Brooklyn. Hours, 9 a. m. to 5.30 p. m.; Saturdays, 9 a. m. to 1 p. m.
James C. Cropsey, District Attorney.
Telephone, 2954-5-6-7 Main.

PUBLIC ADMINISTRATOR.

No. 44 Court street (Temple Bar), Brooklyn; 9 a. m. to 5 p. m.
Frank V. Kelly, Public Administrator.
Telephone, 2840 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 2 p. m., provided for by statute; Saturdays, 9 a. m. to 12 m.
Edward T. O'Loughlin, Register.
Alfred T. Hobley, Deputy Register.
Telephone, 2830 Main.

SHERIFF.

Temple Bar Building, 186 Remsen street, Room 401, Brooklyn, N. Y.
9 a. m. to 4 p. m.; Saturdays, 12 m.
Charles B. Law, Sheriff.
Lewis M. Swasey, Under Sheriff.
Telephone, 6845, 6846, 6847 Main.

SURROGATE.

Hall of Records, Brooklyn, N. Y.
Herbert T. Ketcham, Surrogate.
John H. McCooey, Chief Clerk and Clerk to the Surrogate's Court.
Court opens at 10 a. m. Office hours, 9 a. m. to 4 p. m., except during months of July and August, when office hours are from 9 a. m. to 2 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 3954 Main.

QUEENS COUNTY.

COMMISSIONER OF JURORS.

Office hours, 9 a. m. to 4 p. m.; July and August, 9 a. m. to 2 p. m.; Saturdays, 9 a. m. to 12 m.; Queens County Court House, Long Island City.
George H. Creed, Commissioner of Jurors.
Rodman Richardson, Assistant Commissioner.
Telephone, 455 Greenpoint.

COUNTY CLERK.

No. 364 Fulton street, Jamaica, Fourth Ward, Borough of Queens, City of New York.
Office open, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Martin Mager, County Clerk.
Telephone, 151 Jamaica.

COUNTY COURT

County Court House, Long Island City.
County Court opens at 10 a. m. Trial Terms begin first Monday of each month, except July, August and September. Special Terms each Saturday, except during August and first Saturday of September.
Burt J. Humphrey, County Judge.
Telephone, 551 Jamaica.

DISTRICT ATTORNEY.

Office, Queens County Court House, Long Island City, 9 a. m. to 5 p. m., Saturdays, 9 a. m. to 12 m.
County Judge's office always open at No. 336 Fulton street, Jamaica, N. Y.
Matthew J. Smith, District Attorney.
Telephone, 3871 and 3872 Hunters Point.

PUBLIC ADMINISTRATOR.

No. 364 Fulton street, Jamaica, Queens County.
Randolph White, Public Administrator, County of Queens.
Office hours, 9 a. m. to 4 p. m.
Saturdays, 9 a. m. to 12 m.
Telephone, 397 Jamaica.

SHERIFF.

County Court House, Long Island City, 9 a. m. to 4 p. m.; during July and August, 9 a. m. to 2 p. m.; Saturdays, 9 a. m. to 12 m.
Thomas M. Quinn, Sheriff.
John M. Phillips, Under Sheriff.
Telephone, 3766-7 Hunters Point (office).
Henry O. Schleth, Warden.
Telephone, 4161 Hunters Point.

SURROGATE.

Daniel Noble, Surrogate.
Office, No. 364 Fulton street, Jamaica.
Except on Sundays, holidays and half-holidays, the office is open from 9 a. m. to 4 p. m.; Saturdays, from 9 a. m. to 12 m. July and August, 9 a. m. to 2 p. m.
The calendar is called on each week day at 10 a. m., except during the month of August.
Telephone, 397 Jamaica.

RICHMOND COUNTY.

COMMISSIONER OF JURORS.

Village Hall, Stapleton.

Charles J. Kullman, Commissioner.

Office open from 9 a. m. until 4 p. m.; Saturdays from 9 a. m. to 12 m.

Telephone, 81 Tompkinsville.

COUNTY CLERK.

County Office Building, Richmond, S. I., 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

C. Livingston Bostwick, County Clerk.

Telephone, 28 New Dorp.

COUNTY JUDGE AND SURROGATE.

County Court—J. Harry Tiernan, County Judge.

Terms of the County Court.

First Monday of March and first Monday of October, 1912, with a Grand and Trial Jury.

First Monday of May and first Monday of December, 1912, with a Trial Jury only.

On Wednesdays of each week at Richmond (except during the month of August).

Surrogate's Court—J. Harry Tiernan, Surrogate.

Court days: Mondays and Tuesdays, at the Surrogate's Office in the Borough Hall, St. George, and Wednesdays, at the Surrogate's Office, Richmond, at 10.30 a. m., on which citations and orders are returnable, except during the month of August, and except on days when Jury terms of the County Court are held.

Telephones, 235 New Dorp and 1000 Tompkinsville—Court Room.

DISTRICT ATTORNEY.

Borough Hall, St. George, S. I.

Albert C. Fach, District Attorney.

Telephone, 50 Tompkinsville.

Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

PUBLIC ADMINISTRATOR.

Office, Port Richmond.

William T. Holt, Public Administrator.

Telephone, 704 West Brighton.

SHERIFF.

County Court House, Richmond, S. I.

John J. Collins, Sheriff; Peter J. Finn, Jr., Under Sheriff.

Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone, 120 New Dorp.

THE COURTS.

APPELLATE DIVISION OF THE SUPREME COURT.

FIRST JUDICIAL DEPARTMENT.

Court House, Madison avenue, corner Twenty fifth street. Court open from 2 p. m. until 6 p. m. Friday, Motion Day, Court opens at 10.30 a. m. Motions called at 10 a. m. Orders called at 10.30 a. m.

George L. Ingraham, Presiding Justice; Chester B. McLaughlin, Frank C. Laughlin, John Proctor Clarke, Francis M. Scott, Nathan L. Miller, Victor J. Dowling, Justices; Alfred Wagstaff, Clerk, William Lamb, Deputy Clerk.

Clerk's Office opens 9 a. m.

Telephone, 3340 Madison Square.

SUPREME COURT—FIRST DEPARTMENT.

County Court House, Chambers street. Court open from 10.15 a. m. to 4 p. m.

Special Term, Part I. (motions), Room No. 16.
Special Term, Part II. (ex-parte business), Room No. 13.
Special Term, Part III., Room No. 19.
Special Term, Part IV., Room No. 20.
Special Term, Part V., Room No. 6.
Special Term, Part VI., Room No. 31.
Trial Term, Part II., Room No. 34.
Trial Term, Part III., Room No. 32.
Trial Term, Part IV., Room No. 21.
Trial Term, Part V., Room No. 24.
Trial Term, Part VI., Room No. 18.
Trial Term, Part VII., Room No. —.
Trial Term, Part VIII., Room No. 23.
Trial Term, Part IX., Room No. 35.
Trial Term, Part X., Room No. 26.
Trial Term, Part XI., Room No. 27.
Trial Term, Part XII., Room No. —.
Trial Term, Part XIII., and Special Term, Part VII., Room No. 36.
Trial Term, Part XIV., Room No. 28.
Trial Term, Part XV., Room No. 37.
Trial Term, Part XVI., Room No. —.
Trial Term, Part XVII., Room No. 20.
Trial Term, Part XVIII., Room No. 29.
Appellate Term, Room No. 29.

Naturalization Bureau, Room No. 38, third floor.

Assignment Bureau, room on mezzanine floor, northeast.

Clerks in attendance from 10 a. m. to 4 p. m.

Clerk's Office, Special Term, Part I. (motion) Room No. 15.

Clerk's Office, Special Term, Part II. (ex-parte business), ground floor, southeast corner.

Clerk's Office, Special Term, Calendar, ground floor, south.

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—Henry Bischoff, Leonard A. Giegerich, P. Henry Dugro, James Fitzgerald, James A. Blanchard, Samuel Greenbaum, Edward E. McCall, Edward B. Amend, Vernon M. Davis, Joseph E. Newburger, John W. Goff, Samuel Seabury, M. Warley Platzek, Peter A. Hendrick, John Ford, John J. Brady, Mitchell L. Erlanger, Charles L. Guy, James W. Gerard, Irving Lehman, Alfred R. Page, Edward J. Gavegan, Nathan Bijur, John J. Delany, Francis K. Pendleton, Daniel F. Cohalan, Henry D. Hotchkiss.

Telephone, 4580 Cortlandt.

SUPREME COURT—CRIMINAL DIVISION.

Building for Criminal Courts, Centre, Elm White and Franklin streets.

Court opens at 10.30 a. m.

William F. Schneider, Clerk; Edward R. Carroll, Special Deputy to the Clerk.

Clerk's Office opens from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

During July and August, Clerk's Office will close at 2 p. m.

Telephone, 6064 Franklin.

APPELLATE DIVISION, SUPREME COURT.

SECOND JUDICIAL DEPARTMENT.

Court House, Borough Hall, Brooklyn. Court meets from 1 p. m. to 5 p. m., except that on Fridays court opens at 10 o'clock a. m. Almet F. Jenks, Presiding Justice; Michael H. Hirschberg, Joseph A. Burr, Edward B. Thomas, William J. Carr, John Woodward, Adelbert P. Rich, Justices. John B. Byrne, Clerk; Clarence A. Barrow, Deputy Clerk. Motion days, first and third Mondays of each Term.

Clerk's office opens 9 a. m.

Telephone, 1392 Main.

John B. Byrne, Clerk.

APPELLATE TERM—SUPREME COURT.

Court Room, 503 Fulton street, Brooklyn, Court meets 10 a. m. October Term begins October 7, 1912. Justices Frederick E. Crane, Joseph Aspinall, Harrington Putnam. Joseph H. DeBragga, Clerk; Owen J. Macaulay, Deputy Clerk.

Clerk's Office opens 9 a. m.

Telephones, 7452 and 7453 Main.

SUPREME COURT—SECOND DEPARTMENT.

KINGS COUNTY.

Kings County Court House, Joralemon and Fulton streets, Borough of Brooklyn.

Clerk's office hours, 9 o'clock a. m. to 5 o'clock p. m. Seven jury trial parts. Special Term for Trials. Special Term for Motions. Special Term (ex parte business).

Naturalization Bureau, Room 7, Hall of Records Brooklyn, N. Y.

James F. McGee, General Clerk.

Telephone, 5460 Main.

QUEENS COUNTY.

County Court House, Long Island City.

Court opens at 10 a. m. Trial and Special Term for Motions and ex-parte business each month except July, August and September, in Part 1.

Trial Term, Part 2, January, February, March, April, May and December.

Special Term for Trials, January, April, June and November.

Naturalization, first Friday in each Term.

Thomas B. Seaman, Special Deputy Clerk in charge.

John D. Peace, Part 1 and Calendar Clerk.

James Ingram, Part 2, Clerk.

Clerk's office open 9 a. m. to 5 p. m., except Saturday 9 a. m. to 12.30 p. m.

Telephone 3896 Hunters Point.

RICHMOND COUNTY.

Terms of Court in Year 1912.

Second Monday of January, first Monday of February, first Monday of April, first Monday of June, first Monday of November. Trial Terms to be held at County Court House at Richmond.

Second Monday of February, Second Monday of June, second Monday of November, Special Terms for Trials to be held at Court Room, Borough Hall, St. George.

First and third Saturdays of January, second and fourth Saturdays of March, first and third Saturdays of April, second and fourth Saturdays of May, first and third Saturdays of October, first and third Saturdays of December. Special Terms for Motions to be held at Court Room, Borough Hall, St. George.

C. Livingston Bostwick, Clerk.

John H. Wilkinson, Special Deputy.

COURT OF GENERAL SESSIONS.

Held in the Building for Criminal Courts, Centre Elm, White and Franklin streets.

Court opens at 10.30 a. m.

Warren W. Foster, Thomas C. O'Sullivan, Otto A. Rosalsky, Thomas C. T. Crain, Edward Swann, Joseph F. Mulqueen, James T. Malone, Judges of the Court of General Sessions; Edward R. Carroll, Clerk. Telephone, 1201 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. 32 Chambers street, Brownstone Building, City Hall Park, from 10 a. m. to 4 p. m.

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 F. O'Dwyer, Chief Justice; Francis B. Delehanty, Joseph I. Green, Alexander Finelite, Thomas F. Donnelly, John V. McAvoy, Peter Schmuck, Richard T. Lynch, Edward B. La Fetra, Richard H. Smith, Justices. Thomas F. Smith, Clerk.

Telephone, 122 Cortlandt.

COURT OF SPECIAL SESSIONS.

Isaac Franklin Russell, Chief Justice; Joseph M. Deuel, Lorenz Zeller, John B. Mayo, Franklin Chase Hoyt, Joseph F. Moss, Howard J. Forker, John Fleming, Robert J. Wilkin, George J. O'Keefe, Morgan M. L. Ryan, James J. McInerney, Arthur C. Salmon, Henry Steinert and Cornelius F. Collins, Justices. Frank W. Smith, Chief Clerk.

Building for Criminal Courts, Centre street, between Franklin and White streets, Borough of Manhattan.

Court opens at 10 a. m.

Part I., Criminal Court Building, Borough of Manhattan, John P. Hilly, Clerk. Telephone, 2092 Franklin.

Part II., 171 Atlantic avenue, Borough of Brooklyn. This part is held on Mondays, Thursdays and Fridays. Joseph L. Kerrigan, Clerk. Telephone, 4280 Main.

Part III., Town Hall, Jamaica, Borough of Queens. This part is held on Tuesdays. H. S. Moran, Clerk. Telephone, 657 Jamaica.

Part IV., Borough Hall, St. George, Borough of Richmond. This part is held on Wednesdays. Robert Brown, Clerk. Telephone, 49 Tompkinsville.

CHILDREN'S COURT.

New York County—No. 66 Third avenue, Manhattan. Dennis A. Lambert, Clerk. Telephone, 1832 Stuyvesant.

Kings County—No. 102 Court street, Brooklyn. Joseph W. Duffy, Clerk. Telephone, 627 Main.

Queens County—No. 19 Hardenbrook avenue, Jamaica. Sydney Ollendorff, Clerk. This court is held on Mondays and Thursdays.

Richmond County—Corn Exchange Bank Bldg., St. George, S. I. William J. Browne, Clerk. This court is held on Tuesdays. Office open every day (except Sundays and holidays) from 9 a. m. to 4 p. m. On Saturdays from 9 a. m. to 12 m.

CITY MAGISTRATES' COURT.

FIRST DIVISION.

Court opens from 9 a. m. to 4 p. m.

William McAdoo, Chief City Magistrate; Robert C. Cornell, Peter T. Barlow, Matthew P. Breen, Frederick B. House, Charles N. Harris, Frederic Kernochan, Arthur C. Butts, Joseph E. Corrigan, Moses Herrman, Paul Krotel, Keyran J. O'Connor, Henry W. Herbert, Charles W. Appleton, Daniel F. Murphy, John J. Freschi, Francis X. McQuade, City Magistrates.

Philip Bloch, Chief Clerk, 300 Mulberry street.

Telephone, 6213 Spring.

First District—Criminal Court Building.
Second District—Jefferson Market.
Third District—Second avenue and First street.
Fourth District—
Fifth District—One Hundred and Twenty-first street, southeastern corner of Sylvan place.
Sixth and Eighth Districts—One Hundred and Sixty-second street and Washington avenue.
Seventh District—No. 314 West Fifty-fourth street.
Ninth District (Night Court for Females)—No, 125 Sixth avenue.
Tenth District (Night Court for Males)—No. 314 West Fifty-fourth street.
Eleventh District—Domestic Relations Court—Southwest corner Prince and Wooster streets.

SECOND DIVISION.

BOROUGH OF BROOKLYN.

Otto Kempner, Chief City Magistrate; Edward J. Dooley, John Naumer, A. V. B. Voorhees, Jr., Alexander H. Geismar, John F. Hylan, Howard P. Nash, Moses J. Harris, Charles J. Dodd, John C. McGuire, Louis H. Reynolds, City Magistrates.

Office of Chief Magistrate, 44 Court street, Rooms 209-214. Telephone, 7411 Main.

William F. Delaney, Chief Clerk.

Archibald J. McKinney, Chief Probation Officer, Myrtle and Vanderbilt avenues, Brooklyn, N. Y.

Courts.

First District—No. 318 Adams street.
Second District—Court and Butler streets.
Fifth District—No. 249 Manhattan avenue.
Sixth District—No. 495 Gates avenue.
Seventh District—No. 31 Snider avenue (Flatbush).
Eighth District—West Eighth street (Coney Island).
Ninth District—Fifth avenue and Twenty-third street.
Tenth District—No. 133 New Jersey avenue.
Domestic Relations Court—Myrtle and Vanderbilt avenues.

BOROUGH OF QUEENS.

City Magistrates—Joseph Fitch, John A. Leach, Harry Miller, James J. Conway.

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.
Fourth District—Town Hall, Jamaica, L. I.

BOROUGH OF RICHMOND.

City Magistrates—Joseph B. Handy, Nathaniel Marsh.

Courts.

First District—Lafayette avenue, New Brighton, Staten Island.
Second District—Village Hall, Stapleton, Staten Island.

All Courts open daily for business from 9 a. m. to 4 p. m., except on Saturdays, Sundays and legal holidays, when only morning sessions are held.

MUNICIPAL COURTS.

BOROUGH OF MANHATTAN.

First District—The First District embraces the territory bounded on the south and west by the southerly and westerly boundaries of the said borough, on the north by the centre line of Fourteenth street and the centre line of Fifth street from the Bowery to Second avenue, on the east by the centre lines of Fourth avenue from Fourteenth street to Fifth street, Second avenue, Chrystie street, Division street and Catharine street.

Wauhope Lynn, William F. Moore, John Hoyer, Justices.

Thomas O'Connell, Clerk.

Frank Mangin, Deputy Clerk.

Location of Court—Merchants' Association Building, Nos. 54-60 Lafayette street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. July and August from 9 a. m to 2 p. m.

Additional Part is held at southwest corner of Sixth avenue and Tenth street.

Telephone, 6030 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 southerly and easterly boundaries of the said borough, on the north by the centre line of East Fourteenth street, on the west by the centre lines of Fourth avenue from Fourteenth street to Fifth street, Second avenue, Chrystie street, Division street and Catharine street.

Benjamin Hoffman, Leon Sanders, Thomas P. Dinnean, Leonard A. Snitkin, Justices.

James J. Devlin, Clerk.

Location of Court—Nos. 264 and 266 Madison street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.

Telephone, 4300 Orchard.

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 Fifty-ninth street and by the centre line of Central Park West from Fifty-ninth street to Sixty-fifth street, on the north by 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 westerly boundary of the said borough.

Thomas E. Murray, Thomas F. Noonan, Justices.

Michael Skelly, Clerk.

Location of Court—No. 314 West Fifty-fourth street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone number, 5450 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 Fifty-ninth street, on the east by the easterly line of said borough; excluding, however, any portion of Blackwells Island.

Michael F. Blake, William J. Boyhan, Justices.

Abram Bernard, Clerk.

Location of Court—Part I. and Part II., No. 207 East Thirty-second street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.

Telephone.

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 westerly boundary of said borough.

Alfred P. W. Seaman, William Young, Frederick Spiegelberg, Justices.

John H. Servis, Clerk.

Location of Court—Southwest corner of Broadway and Ninety-sixth street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.

Telephone, 4006 Riverside.

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 Ninety-sixth street from Lexington avenue to Fifth avenue, on the west by the centre line of Lexington avenue from Fifty-ninth street to Ninety-sixth street and the centre line of Fifth avenue from Ninety-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 easterly boundary of said borough, including, however, all of Blackwell Island and excluding any portion of Wards Island.

Jacob Marks, Solomon Oppenheimer, Justices.

Edward A. McQuade, 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.; Saturdays, 9 a. m. to 12 m.

Telephone, 4343 Lenox.

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 northerly terminus thereof, and north of the northerly terminus of Fifth avenue, following in a northerly direction the course of the Harlem River, on a line coterminus with the easterly boundary of said borough, on the north and west by the northerly and westerly boundaries of said borough.

Philip J. Sinnott, David L. Weil, John R. Davies, Justices.

John P. Burns, Clerk.

Location of Court—No. 70 Manhattan street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.; July and August, 9 a. m. to 2 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 Randalls Island and the whole of Wards Island.

Joseph P. Fallon and Leopold Prince, Justices.

Hugh H. Moore, 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, 3950 Harlem.

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 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, Frederic De Witt Wells, Frank D. Sturges, William C. Wilson, Justices.

Frank Bulkley, Clerk.

Location of Court—Southwest corner of Madison avenue and Fifty-ninth street. Parts I. and II. Court opens at 9 a. m. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.; Saturdays 9 a. m. to 12 m.

Telephone, 3873 Plaza.

BOROUGH OF THE BRONX.

First District—All that part of the Twenty-fourth Ward which was lately annexed to the City and County of New York by chapter 934 of the Laws of 1895, comprising all of the late Town of Westchester and part of the Towns of Eastchester and Pelham, including the Villages of Wakefield and Williamsbridge. Court room, Town Hall, No. 1400 Williamsbridge road, Westchester Village. Court open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m. Trial of causes, Tuesday and Friday of each week.

Peter A. Sheil, Justice.

Stephen Collins, Clerk.

Office hours from 9 a. m. to 4 p. m.; Saturdays closing at 12 m.

Telephone, 457 Westchester.

Second District—Twenty-third and Twenty-fourth Wards, except the territory described in chapter 934 of the Laws of 1895. Court room southeast corner of Washington avenue and One Hundred and Sixty-second street. Office hours from 9 a. m. to 4 p. m. Court opens at 9 a. m., Sundays and legal holidays excepted.

John M. Tierney and William E. Morris, Justices.

Thomas A. Maher, Clerk.

Telephone, 3043 Melrose.

BOROUGH OF BROOKLYN.

First District—Comprising First, Second, Third, Fourth, Fifth, Sixth, Tenth and Twelfth Wards, and that portion of the Eleventh Ward beginning at the intersection of the centre lines of Hudson and Myrtle avenues, thence along the centre line of Myrtle avenue to North Portland avenue, thence along the centre line of North Portland avenue to Flushing avenue, thence along the centre line of Flushing avenue to Navy street, thence along the centre line of Navy street to Johnson street, thence along the centre line of Johnson street to Hudson avenue, and thence along the centre line of Hudson avenue to the point of beginning, of the Borough of Brooklyn.

Court House, northwest corner State and Court streets. Parts I. and II.

Eugene Conran, Justice. John L. Gray, Clerk.

Clerk's Office open from 9 a. m. to 4 p. m., Sundays and legal holidays excepted.

Telephone, 7091 Main.

Second District—Seventh Ward and that portion of the Twenty-first and Twenty-third Wards west of the centre line of Stuyvesant avenue and the centre line of Schenectady avenue, also that portion of the Twentieth Ward beginning at the intersection of the centre lines of North Portland and Myrtle avenues, thence along the centre line of Mrytle avenue to Waverly avenue, thence along the centre line of Waverly avenue to Park avenue, thence along the centre line of Park avenue to Washington avenue, thence along the centre line of Washington avenue to Flushing avenue, thence along the centre line of Flushing avenue to North Portland avenue, and thence along the centre line of North Portland avenue to the point of beginning.

Court room, No. 495 Gates avenue.

John R. Farrar, George Freifield, Justices. Franklin B. Van Wart, Clerk.

Clerk's Office open from 8.45 a. m. to 4 p. m. Sundays and legal holidays excepted. Saturdays 8.45 a. m. to 12 m.

Telephone, 504 Bedford.

Third District—Embraces the Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth, Eighteenth and Nineteenth Wards, and that portion of the Twenty-seventh Ward lying northwest of the centre line of Starr street between the boundary line of Queens County and the centre line of Central avenue, and northwest to the centre line of Suydam street between the centre lines of Central and Bushwick avenues, and northwest of the centre line of Willoughby avenue between the centre lines of Bushwick avenue and Broadway.

Court House, Nos. 6 and 8 Lee avenue, Brooklyn.

Philip D. Meagher and William J. Bogenshutz, Justices. John W. Carpenter, Clerk.

Clerk's Office open from 9 a. m. to 4 p. m., Sundays and legal holidays excepted.

Court opens at 9 a. m.

Telephone, 995 Williamsburg.

Fourth District—Embraces the Twenty-fourth and Twenty-fifth Wards, that portion of the Twenty-first and Twenty-third Wards lying east of the centre line of Stuyvesant avenue and east of the centre line of Schenectady avenue, and that portion of the Twenty-seventh Ward lying southeast of the centre line of Starr street between the boundary line of Queens and the centre line of Central avenue and southeast of the centre line of Suydam street between the centre lines of Central and Bushwick avenues, and southeast of the centre line of Willoughby avenue between the centre lines of Bushwick avenue and Broadway.

Court room, No. 14 Howard avenue.

Jacob S. Strahl, Justice. Joseph P. McCarthy, Clerk.

Clerk's Office open from 9 a. m. to 4 p. m., Sundays and legal holidays excepted.

Fifth District—Contains the Eighth, Thirtieth and Thirty-first Wards, and so much of the Twenty-second Ward as lies south of Prospect avenue.

Court House, northwest corner of Fifty-third street and Third avenue (No. 5220 Third avenue).

Cornelius Furgueson, Justice. Jeremiah J. O'Leary, Clerk.

Clerk's Office open from 9 a. m. to 4 p. m., Sundays and legal holidays excepted.

Telephone, 3907 Sunset.

Sixth District—The Sixth District embraces the Ninth and Twenty-ninth Wards and that portion of the Twenty-second Ward north of the centre line of Prospect avenue; also that portion of the Eleventh and the Twentieth Wards beginning at the intersection of the centre lines of Bridge and Fulton streets; thence along the centre line of Fulton street to Flatbush avenue; thence along the centre line of Flatbush avenue to Atlantic avenue; thence along the centre line of Atlantic avenue to Washington avenue; thence along the centre line of Washington avenue to Park avenue; thence along the centre line of Park avenue to Waverly avenue; thence along the centre line of Waverly avenue to Myrtle avenue; thence along the centre line of Mrytle 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. Bayliss and Stephen Callaghan Justices. William R. Fagan, Clerk.

Court House, No. 236 Duffield street.

Telephone, 6166-J Main.

Seventh District—The Seventh District embraces the Twenty-sixth, Twenty-eighth and Thirty-second Wards.

Alexander S. Rosenthal and Edward A. Richards Justices. James P. Sinnott, Clerk.

Court House, corner Pennsylvania avenue and Fulton street (No. 31 Pennsylvania avenue).

Clerk's Office open from 8.45 a. m. to 4 p. m., Saturdays, 9 a. m. to 12 m. Trial days, Tuesdays, Wednesdays, Thursdays and Fridays. During July and August, 8.45 a. m. to 2 p. m.

Telephones, 904 and 905 East New York.

BOROUGH OF QUEENS.

First District—Embraces the territory bounded by and within the canal, Rapelye avenue, Jackson avenue, Old Bowery Bay road, Bowery Bay, East River and Newtown Creek. 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. All other business transacted on Tuesdays and Thursdays.

Thomas C. Kadien, Justice. John F. Cassidy, Clerk.

Telephone, 1420 Hunters Point.

Second District—Embraces the territory bounded by and within Maspeth avenue, Maurice avenue, Calamus road, Long Island Railroad, Trotting Course lane, Metropolitan avenue, boundary line between the Second and Fourth Wards, boundary line between the Second and Third Wards, Flushing Creek, Ireland Mill road, Lawrence avenue, Bradford avenue, Main street, Lincoln street, Union street, Broadway, Parsons avenue, Lincoln street, Percy street, Sanford avenue, Murray lane, Bayside avenue, Little Bayside road, Little Neck bay, East River, Bowery Bay, Old Bowery Bay road, Jackson avenue, Rapelye avenue, the canal and Newtown Creek.

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.

John M. Cragen, Justice. J. Frank Ryan, Clerk.

Trial days, Tuesdays and Thursdays.

Fridays for Jury trials only.

Clerk's Office open from 9 a. m. to 4 p. m., Sundays and legal holidays excepted.

Telephone, 87 Newtown.

Third District—Embraces the territory bounded by and within Maspeth avenue, Maurice avenue, Calamus road, Long Island Railroad, Trotting Course lane, Metropolitan avenue, boundary line between the Second and Fourth Wards, Vandeveer avenue, Jamaica avenue, Shaw avenue, Atlantic avenue, Morris avenue, Rockaway road, boundary line between Queens and Nassau counties, Atlantic Ocean, Rockaway Inlet, boundary line between Queens and Kings counties and Newtown Creek.

Alfred Denton, Justice. John H. Huhn, Clerk. 1908 and 1910 Myrtle avenue, Glendale.

Telephone, 2352 Bushwick.

Clerk's Office open from 9 a. m. to 4 p. m.

Trial days, Tuesdays and Thurdays (Fridays for Jury trials only), at 9 a. m.

Fourth District—Embraces the territory bounded by and within the boundary line between the Second and Fourth Wards, the boundary line between the Second and Third Wards, Flushing Creek, Ireland Mill road, Lawrence avenue, Bradford avenue, Main street, Lincoln street, Union street, Broadway, Parsons avenue, Lincoln street, Percy street, Sanford avenue, Murray lane, Bayside avenue, Little Bayside road, Little Neck Bay, boundary line between Queens and Nassau counties, Rockaway road, Morris avenue, Atlantic avenue, Shaw avenue. Jamaica avenue and Vandeveer avenue.

Court House, Town Hall, northeast corner of Fulton street and Flushing avenue, Jamaica.

James F. McLaughlin, Justice. George W. Damon, Clerk.

Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.

Court held on Mondays, Wednesdays and Fridays at 9 a. m.

Telephone, 1654 Jamaica.

BOROUGH OF RICHMOND.

First District—First and Third Wards (Towns of Castleton and Northfield). Court room, former Village Hall, Lafayette avenue and Second street, New Brighton.

Thomas C. Brown, Justice. Thomas E. Cremins, Clerk.

Clerk's Office open from 8.45 a. m. to 4 p. m.

Telephone, 503 Tompkinsville.

Second District—Second, Fourth and Fifth Wards (Towns of Middletown, Southfield and Westfield). Court room, former Edgewater Village Hall, Stapleton.

Arnold J. B. Wedemeyer, Justice. William Wedemeyer, Clerk.

Clerk's Office open from 8.45 a. m. to 4 p. m.

Court opens at 9 a. m. Calendar called at 9 a. m. Court continued until close of business. Trial days, Mondays, Wednesdays and Fridays.

Telephone, 313 Tompkinsville.

BOROUGH OF RICHMOND.

Office of the President of the Borough of Richmond, Borough Hall, St. George, New Brighton, New York City.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Richmond at the above office until 12 o'clock m. on

TUESDAY, OCTOBER 15, 1912,

Borough of Richmond,

No. 3. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR REGULATING AND REPAVING WITH VITRIFIED BRICK PAVEMENT ON CONCRETE FOUNDATION THE GUTTERS OF WILLIAM ST., FROM VAN DUZER ST. TO JACKSON ST., 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 extent, as near as possible, of the work required is as follows:

970 square yards of vitrified brick pavement, including sand bed, and laid with cement grout joints, with one (1) year maintenance.

220 cubic yards of concrete foundation.

540 linear feet of new 4-inch by 16-inch bluestone curbstone, furnished and set.

1,600 linear feet of old bluestone curbstone, redressed, rejointed and reset.

1,900 square feet of old sidewalk relaid.

70 square feet of new cement sidewalk, furnished and laid.

20 linear feet of roof leader outlets relaid.

The time for the completion of the work and the full performance of the contract is twenty (20) days.

The amount of security required is Fifteen Hundred Dollars ($1,500).

The contracts must be bid for separately, and the bids will be compared and the contract awarded at a lump or aggregate sum for each contract.

Bidders are requested to make their bids or estimates upon the blank form prepared by the President, a copy of which, with the proper envelope in which to enclose the bid, can be obtained upon application therefor at the office of the Engineer. The plans and the contract, including the specifications, in the form approved by the Corporation Counsel, may be seen, and other information obtained at the office of the Engineer of the Borough of Richmond, Borough Hall, St. George, Staten Island.

The City of New York, September 26, 1912.

GEORGE CROMWELL, President. o2,15

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

FIRE DEPARTMENT.

Headquarters of the Fire Department of The City of New York, 157 and 159 E. 67th St., Borough of Manhattan, The City of New York.

FISS, DOERR & CARROLL HORSE COMPANY, Auctioneers, on behalf of the Fire Department of The City of New York, will offer for sale at public auction to the highest bidder, on

THURSDAY, OCTOBER 10, 1912,

at premises, 24th st., 3d ave. to Lexington ave., Borough of Manhattan, at 12 o'clock m., on said date, the following twenty-two horses:

Borough of Manhattan,

Horses registered Nos. 51, 77, 87, 85, 197, 361, 395 and 398.

Borough of Brooklyn.

Horses registered Nos. 128-B, 367-B, 477-B, 567-B, 1, 61-B, 92-B, 212-B, 208 N. Y., 50-B, 107-B, 140-B, 266-B and 319-B.

The above horses may be seen at any time before the date of sale at Department stables, 133 W. 99th st., Borough of Manhattan; and Bolivar and St. Edwards sts., Borough of Brooklyn.

New York, October 3, 1912.

JOSEPH JOHNSON, Commissioner. o5,10

PUBLIC SERVICE COMMISSION.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.

In the matter of the application of The City of New York relative to opening Lambertville Avenue, from Sutphin Road to Merrick Road, in the Fourth Ward, Borough of Queens, City of New York, across the tracks of the Montauk Division of the Long Island Railroad Company.

CASE NO. 1567. PUBLISHED NOTICE OF HEARING.

PURSUANT TO SECTION 90 OF THE RAILroad Law, the Public Service Commission for the First District hereby gives notice to the Long Island Railroad Company, the City of New York and to all owners of land adjoining said railroad and that part of Lambertville Avenue, from Sutphin Road to Merrick Road, to be opened in the Fourth Ward, Borough of Queens, City of New York, across the tracks of the Montauk Division of the Long Island Railroad Company that the Public Service Commission for the First District will hold a public hearing in its hearing room, No. 154 Nassau Street, Borough of Manhattan, City of New York, on October 25, 1912, at 11 o'clock in the forenoon, for the purpose of hearing an application made by The City of New York to the Commission to determine whether Lambertville Avenue, as opened, shall pass over or under or at grade of the tracks of the Montauk Division of the Long Island Railroad Company and to determine the manner and method of constructing said Lambertville Avenue across said railroad tracks, the grade or grades of the street and such other matters pertaining thereto as may be brought before the Commission under the provisions of the Railroad Law.

Dated New York, October 8, 1912.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, Travis H. Whitney, Secretary. o10,11,21,22,23

DEPARTMENT OF TAXES AND ASSESSMENTS.

Department of Taxes and Assessments, Main Office, Borough of Manhattan, Hall of Records, September 27, 1912.

NOTICE IS HEREBY GIVEN, AS REquired by section 892 of the Greater New York Charter, that the books called "The Annual Record of the Assessed Valuation of Real and Personal Estate of the Boroughs of Manhattan, Bronx, Brooklyn, Queens and Richmond," comprising The City of New York, will be open for public inspection, examination and correction as follows:

The Annual Record of the Assessed Valuation of Real Property will be open from the 1st day of October, not a Sunday or legal holiday, until the 16th day of November, 1912; and the Annual Record of Assessed Valuation of Personal Estate will be open from the 1st day in October, not a Sunday or legal holiday, until the 1st day of December, 1912.

During the time that the books are open for public inspection application may be made by any person or corporation claiming to be aggrieved by the assessed valuation of real or personal estate to have the same corrected.

In the Borough of Manhattan, at the main office of the Department of Taxes and Assessments, Hall of Records, 31 Chambers st.

In the Borough of The Bronx, at the office of the Department, Bergen Building, corner Tremont and Arthur aves.

In the Borough of Brooklyn, at the office of the Department, Municipal Building.

In the Borough of Queens, at the office of the Department, Court House square, Long Island City.

In the Borough of Richmond, at the office of the Department, Borough Hall, New Brighton, S. I.

Applications for the reduction of real estate assessments must be made in writing and should be upon blanks furnished by the Department.

Applications for the correction of the personal assessment of corporations must be filed at the main office in the Borough of Manhattan.

Applications in relation to the assessed valuation of personal estate must be made by the person assessed at the office of the Department in the Borough where such person resides, and in case of a non-resident carrying on business in The City of New York, at the office of the Department in the Borough where such place of business is located, between the hours of 10 a. m. and 2 p. m., except on Saturday, when all applications must be made between 10 a. m. and 12 noon.

LAWSON PURDY, President; CHARLES J. McCORMACK, JOHN J. HALLERAN, CHARLES T. WHITE, DANIEL S. McELROY, EDWARD KAUFMANN, JUDSON G. WALL, Commissioners of Taxes and Assessments. s28,n30

DEPARTMENT OF FINANCE.

Notice to Property Owners.

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:

SECOND WARD.

REMSEN PLACE—REGULATING, GRADING, CURBING AND FLAGGING, between Grand st. and Hull ave. Area of assessment: Both sides of Remsen place, from Grand st. to Hull ave., and to the extent of half the block at the intersecting streets.

—the above-entitled assessment was confirmed by the Board of Assessors on October 8, 1912, and entered October 8, 1912, in the Record of Titles of Assessments kept in the Bureau for the Collection of Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments, interest will be collected thereon, as provided in section 1019 of said Greater New York Charter.

Said section provides in part 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 159 of this act." * * *

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

The above assessment exceeding five per centum of the assessed valuation for the year 1911, of the property affected thereby, has been divided into ten annual installments, according to the provisions of section 1019 of the Greater New York Charter. The installments not due, with interest at the rate of five per centum to the date of payment, may be paid at any time.

The above assessment is payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, at the Municipal Building, Court House square, Long Island City, Borough of Queens, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before December 7, 1912, 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 assessment became a lien to the date of payment.

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, October 8, 1912. o10,22

NOTICES OF ASSESSMENTS FOR OPENING STREETS AND PARKS.

IN PURSUANCE OF SECTION 1005 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice of the confirmation by the Supreme Court, and the entering in the Bureau for the Collection of Assessments and Arrears, of the assessment for CLOSING AND DISCONTINUING the following named street in the BOROUGH OF BROOKLYN:

FOURTH WARD, SECTION 1.

CONCORD STREET—CLOSING, DISCONTINUING, from Washington st. to a point 105 feet west of Washington st., located below the Bridge Storage Yard. Confirmed May 10, 1912; entered October 2, 1912. Area of assessment includes all those lands, tenements and hereditaments and premises situate in Blocks 103 and 114.

The above entitled assessment was entered on the day hereinbefore given in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments, interest will be collected thereon, as provided by section 1019 of the Greater New York Charter.

Said section provides, in part, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated to the date of payment, from the date when such assessment became a lien, as provided b section 159 of this act."

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

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Mechanics Bank Building, Court and Montague sts., Borough of Brooklyn, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before December 2, 1912, will be exempt from interest as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when such assessments became liens to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office. o5,17

NOTICE TO PROPERTY OWNERS.

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

EIGHTEENTH WARD, SECTION 3.

EAST TWENTY-FOURTH STREET—RESTORING ASPHALT PAVEMENT in front of premises No. 313. Area of assessment affects property situate on the north side of E. 24th st. about 190 feet east of 2d ave., known as Lot 11, in Block 930.

NINETEENTH WARD, SECTION 5.

EAST SEVENTY-SIXTH STREET—RESTORING ASPHALT PAVEMENT in front of premises at the northwest corner of Park ave. Area of assessment affects Lot 34, in Block 1391.

TWELFTH WARD, SECTION 6.

EAST ONE HUNDRED AND TWENTY-SEVENTH STREET—RESTORING ASPHALT PAVEMENT in front of premises No. 245. Area of assessment affects property situated on the north side of 127th st., 100 feet west of 2d ave., known as Lot 20, in Block 1792.

The above assessments were certified to the Collector of Assessments and Arrears, under the provisions of section 391 of the Greater New York Charter.

—that the same was entered on September 27, 1912, 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 159 of this act."

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

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, Room H, 280 Broadway, Borough of Manhattan, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before November 26, 1912, 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.

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, September 27, 1912. o3,15

Corporation Sales.

CORPORATION SALE OF REAL ESTATE.

Wm. P. Rae Co., Auctioneer.

PUBLIC NOTICE IS HEREBY GIVEN THAT the Commissioners of the Sinking Fund of The City of New York, by virtue of the power vested in them by law, will offer for sale at public auction on

MONDAY, OCTOBER 21, 1912,

at 12 o'clock m., at the Brooklyn Real Estate Exchange, No. 189 Montague st., Borough of Brooklyn, the following described real estate belonging to the corporation of The City of New York and located in the Borough of Brooklyn:

All that certain piece or parcel of land known as Lot 9, in Block 881, Section 3, Borough of Brooklyn, City of New York, bounded and described as follows:

Beginning at a point on the southerly side of 18th st., which point is distant 186 feet easterly from the corner formed by the intersection of the easterly side of 7th ave. with the southerly side of 18th st.; running thence southerly and parallel with the easterly side of 7th ave. 70 feet; running thence westerly and parallel with 18th st. 16 feet; running thence southerly and parallel with 7th ave. 30 feet 2 inches; running thence easterly and parallel with 18th st. 30 feet; running thence northerly and parallel with 7th ave. 100 feet 2 inches to the southerly side of 18th st.; running thence westerly along the southerly side of 18th st. 14 feet to the point or place of beginning.

The minimum or upset price at which said property shall be sold is hereby appraised and fixed at the sum of One Thousand Dollars ($1,000), plus the cost of advertising the sale. The sale is made upon the following

Terms and Conditions.

The highest bidder will be required to pay ten per cent. (10%) of the amount of his bid, together with the auctioneer's fees, at the time of the sale, the balance to be paid upon the delivery of the deed which shall be within thirty (30) days from the date of the sale.

The Comptroller may, at his option, resell the property if the successful bidder shall fail to comply with the terms of the sale, and the person so failing to comply will be held liable for any deficiency which may result from such resale.

The right is reserved to reject any and all bids.

The deed to be delivered will be one of bargain and sale without covenants.

It being understood on this sale that the dimensions are more or less and that the sale is subject to such changes in accurate directions of courses and to such encroachments as an accurate survey would show.

Maps of said real estate may be seen on application at the Comptroller's office, Stewart Building, 280 Broadway, Borough of Manhattan.

By order of the Commissioners of the Sinking Fund under resolution adopted at meeting of the Board held September 18, 1912.

WM. A. PRENDERGAST, Comptroller, City of New York.

Department of Finance, Comptroller's Office, September 30, 1912. o3,21

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT of the Borough of The Bronx, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes, in the

Borough of The Bronx.

Being certain buildings, parts of buildings, etc., standing within the lines of Zerega avenue, from Haviland avenue to Westchester avenue, in the Borough of The Bronx, all of which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room K, No. 280 Broadway, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund adopted at a meeting held September 18, 1912, the sale by sealed bids, at the upset or minimum prices named in the description of each parcel, of the above described buildings and appurtenances thereto, will be held by direction of the Comptroller on

THURSDAY, OCTOBER 17, 1912,

at 11 a. m., in lots and parcels and in manner and form and at upset prices as follows:

Parcels Nos. 104 and 104A. Part of porch of two-story frame house and part of two-story frame house and porch on the westerly side of Zerega avenue, between 11th and 12th streets. Cut house 2.8 feet on each side. Upset price $5.

Parcel No. 153. Three-story frame house, No. 2400 Butler place. Upset price $500.

Parcel No. 154. Part of two and one-half story frame house, No. 2402 Butler place. Cut 5.6 feet on east side by 32.3 feet on west side. Upset price $175.

Parcel No. 157. Part of two-story frame house, No. 2401 Butler place. Cut 16.7 feet on front by 17.2 feet on rear. Upset price $250.

Parcel No. 162. Steps and stairway of building on southwest corner of Zerega avenue and Westchester avenue. Upset price $5.

Parcel No. 165. Part of two-story frame barn on west side of Zerega avenue, south of Westchester avenue. Cut 0.4 feet on north side by 0.6 feet on south side. Upset price $5.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room K, No. 280 Broadway, Borough of Manhattan, until 11 a. m. on the 17th day of October, 1912, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

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

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

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

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

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened October 17, 1912," 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 K, 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 IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, September 20, 1912.

s30,o17

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT of the Borough of Brooklyn, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes, in the

Borough of Brooklyn.

Being the buildings, parts of buildings, etc., standing within the lines of Conway street, from Broadway to Fulton street, in the Borough of Brooklyn, all of which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room K, No. 280 Broadway, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held September 18, 1912, the sale by sealed bids, at the upset or minimum prices named in the description of each parcel of the above described buildings and appurtenances thereto, will be held by direction of the Comptroller on

WEDNESDAY, OCTOBER 16, 1912,

at 11 a. m., in lots and parcels and in manner and form and at upset prices as follows:

Parcel No. 1. Two-story frame house, No. 12 Norman place. Upset price $100.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room K, No. 280 Broadway, Borough of Manhattan, until 11 a. m. on the 16th day of October, 1912, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

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

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

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

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

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened October 16, 1912," 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 K, 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 IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, September 20, 1912.

s28,o16

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE BOARD OF Education, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain buildings standing upon property owned by The City of New York, acquired by it for educational purposes, in the

Borough of Manhattan,

Being the buildings, parts of buildings, etc., situated on the plot of ground 200.1 feet by 300 feet, on the westerly side of 1st avenue, the northerly side of East 67th street and the southerly side of East 68th street, in the Borough of Manhattan, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room K, No. 280 Broadway, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held September 18, 1912, the sale by sealed bids of the above buildings and appurtenances thereto will be held by direction of the Comptroller on

TUESDAY, OCTOBER 15, 1912,

at 11 a. m., in lots and parcels and in manner and form as follows:

Parcel No. 1. Part of two-story frame house, 337 East 67th street. Cut 5 feet 9¾ inches on front by 5 feet 11¾ inches on rear. Also frame stable east of house.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room K, No. 280 Broadway, Borough of Manhattan, until 11 a. m. on the 15th day of October, 1912, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

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

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

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

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

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened October 15, 1912," 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 K, 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 IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, September 19, 1912.

s27,o15

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT of the Borough of The Bronx, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes, in the

Borough of The Bronx.

Being the buildings, parts of buildings, etc., standing within the lines of White Plains road, from a point near old Unionport road to a point near Thwaites place, in the Borough of The Bronx, all of which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room K, No. 280 Broadway, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held September 18, 1912, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto, will be held by direction of the Comptroller on

MONDAY, OCTOBER 14, 1912,

at 11 a. m., in lots and parcels and in manner and form and at upset prices, as follows:

Parcel No. 3. Two and one-half story frame house on White Plains road, between Brady avenue and Bear Swamp road. Upset price $75.

Parcel No. 4. Part of two and one-half story frame house and all of two and one-half story frame barn on White Plains road north of Lydig avenue. Cut house 17.1 feet on south side by 18.7 feet on north side by 31.2 feet. Upset price $25.

Parcel No. 5. Two and one-half story frame house, one and one-half story stone shed and outhouses on White Plains road, between Parcel No. 4 and Pelham parkway. Upset price $150.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room K, No. 280 Broadway, Borough of Manhattan, until 11 a. m. on the 14th day of October, 1912, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

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

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

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

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

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened October 14, 1912," 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 K, 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 IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, September 19, 1912.

s26,o14

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 certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes, in the

Borough of Queens,

Being the buildings, parts of buildings, etc., standing within the lines of Fairview avenue, from Gates avenue to Madison street, in the Borough of Queens, all of which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room K, No. 280 Broadway, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held September 18, 1912, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto, will be held by direction of the Comptroller on

FRIDAY, OCTOBER 11, 1912,

at 11 a. m. in lots and parcels and in manner and form and at upset prices, as follows:

Parcel No. 165. Two-story frame house, No. 1842 Gates avenue. Upset price $100.

Parcel No. 175. Two-story frame house, No. 631 Woodbine street. Upset price $75.

Parcel No. 176. Part of two-story frame house, No. 629 Woodbine street. Cut 5.43 feet on front by 5.4 feet on rear. Upset price $25.

Parcel No. 202. Part of three-story brick house on the southwest corner of Woodbine street and Fairview avenue. Cut 0.64 feet on front by 0.68 feet on rear. Uset price $5.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room K, No. 280 Broadway, Borough of Manhattan, until 11 a. m. on the 11th day of October, 1912, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

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

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

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

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

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened October 11, 1912," 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 K, 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 IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, September 19, 1912.

s25,o11

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT of the Borough of The Bronx, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

Borough of The Bronx.

Being the buildings, parts of buildings, etc., standing within the lines of Corlear avenue, from West 230th street to West 240th street, in the Borough of The Bronx, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room K, No. 280 Broadway, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held September 18, 1912, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto, will be held by direction of the Comptroller on

THURSDAY, OCTOBER 10, 1912,

at 11 a. m., in lots and parcels and in manner and form and at upset prices, as follows:

Parcel No. 34. Part of two-and-one-half-story frame house and one story extension at the southeast corner of Corlear avenue and West 231st street. Cut 20.2 feet on west side by 19.9 feet on east side. Upset price, $25.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room K, No. 280 Broadway, Borough of Manhattan, until 11 a. m. on the 10th day of October, 1912, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

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

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

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

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

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened October 10, 1912," 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 K, 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 IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, September 19, 1912.

s24,o10

Interest on City Bonds and Stocks.

THE INTEREST DUE ON NOVEMBER 1, 1912, on registered bonds and stock of The City of New York, and of the former corporations now included therein, will be paid on that day by the Comptroller at his office (Room 85) in the Stewart Building, corner of Broadway and Chambers st., in the Borough of Manhattan.

The coupons that are payable in New York or in London for the interest due on November 1, 1912, on assessment bonds and corporate stock of The City of New York, will be paid on that day, at the option of the holders thereof, either at the office of the Guaranty Trust Company, 28 and 30 Nassau st., New York City, in United States money, or at the office of Messrs. Seligman Brothers, 18 Austin Friars, London, E. C., England, in sterling, at the rate of $4.8780 to the pound.

The coupons that are payable only in New York for interest due on November 1, 1912, on bonds and stock of the present and former City of New York, and of former corporations now included in The City of New York, except the former County of Queens, will be paid on that day at the office of the said Guaranty Trust Company.

The coupons that are payable on November 1, 1912, for interest on bonds issued by the former County of Queens, will be paid on that day at the Queens County Bank, Branch of the Corn Exchange Bank, Borden ave. and Front st., Long Island City.

The books for the transfer of bonds and stock on which interest is payable November 1, 1912, will be closed from October 10 to November 1, 1912.

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, September 20, 1912.

s21,n1

Notices of Sale.

NOTICE OF CONTINUATION OF QUEENS TAX SALE.

THE SALE OF THE LIENS FOR UNPAID taxes, assessments and water rents for the Borough of Queens, Fifth Ward, as to liens remaining unsold at the termination of sales of November 21, December 12, 1911; January 16, February 20, March 19, April 23, May 21, June 25, July 23, August 23 and September 27, 1912, has been continued to

FRIDAY, NOVEMBER 22, 1912,

at 2 o'clock p. m., pursuant to section 1028 of the Greater New York Charter, and will be continued at that time in the Arrears Office, third floor, Municipal Building, Court House square, Long Island City, in the Borough of Queens, City of New York.

DANIEL MOYNAHAN, Collector of Assessments and Arrears.

Dated September 27, 1912. s28,n22

Sureties on Contracts.

UNTIL FURTHER NOTICE SURETY COMpanies will be accepted as sufficient upon the following contracts to the amounts named:

Supplies of Any Description, Including Gas and Electricity.

One company on a bond up to $50.000.

When such company is authorized to write that amount as per letter of Comptroller to the surety companies, dated September 16, 1907.

Construction.

One company on a bond up to $25,000.

Including regulating, grading, paving, sewers, maintenance, dredging, construction of parks, parkways, docks, buildings, bridges, tunnels, aqueducts, repairs, heating, ventilating, plumbing, etc., etc.

When such company is authorized to write that amount as per letter of Comptroller to the surety companies, dated September 16, 1907.

Asphalt, Asphalt Block and Wood Block Pavements.

Two companies will be required on any and every bond up to amount authorized by letter of Comptroller to the surety companies, dated September 16, 1907.

Dated January 3, 1910.

WILLIAM A. PRENDERGAST, Comptroller.

BOARD MEETINGS.

Board of Aldermen.

The Board of Aldermen meets in the Aldermanic Chamber, City Hall, every Tuesday, at 1.30 o'clock p. m.

P. J. SCULLY, City Clerk and Clerk to the Board of Aldermen.

Board of Estimate and Apportionment.

The Board of Estimate and Apportionment meets in the Old Council Chamber (Room 16), City Hall, every Thursday, at 10.30 o'clock a. m.

During the month of October, 1912, the meetings of the Board will be held in Room 18 (Aldermanic Chamber), City Hall, instead of Room 16.

JOSEPH HAAG, Secretary.

Commissioners of Sinking Fund.

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

JOHN KORB, JR., Secretary.

Board of Revision of Assessments.

The Board of Revision of Assessments meets in the Meeting Room (Room 16), City Hall, every Friday, at 11 a. m., upon notice of the Chief Clerk.

JOHN KORB, JR., Chief Clerk.

Board of City Record.

The Board of City Record meets in the City Hall at call of the Mayor.

DAVID FERGUSON, Supervisor, Secretary.

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 the above office until 12 o'clock noon on

WEDNESDAY, OCTOBER 23, 1912,

CONTRACT NO. 1343.

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR REPAIRS TO THE MUNICIPAL FERRYBOAT "QUEENS."

The time for the completion of the work and the full performance of the contract is on or before the expiration of twenty-one (21) calendar days.

The amount of security required is Two Thousand Dollars ($2,000).

The bidder shall state, both in writing and in figures, a total or aggregate price for furnishing all the labor and material for doing all the work called for. The contract is entire and for a complete job, and if awarded will be awarded to the bidder whose price is lowest for doing all of the work and whose bid is regular in all respects.

In case of discrepancy between the written price and that given in figures, the price in writing will be considered as the bid.

Work must be done at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained upon personal application at the office of the said Department, or by mail only when request is accompanied by ten (10) cents in stamps to pay postage.

CALVIN TOMKINS, Commissioner of Docks.

Dated October 8, 1912. o10,23

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

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 the above office until 12 o'clock noon on

WEDNESDAY, OCTOBER 23, 1912,

Borough of Manhattan,

CONTRACT NO. 1321.

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR EXTENDING PIER 43, NORTH RIVER, BOROUGH OF MANHATTAN.

The time for the completion of the work and the full performance of the contract is on or before the expiration of 150 calendar days.

The amount of security required is $5,000.

The bidder shall state, both in writing and in figures, a price for doing all of the work described and specified.

The contract is entire and for a complete job and, if awarded, will be awarded to the bidder whose price, for doing all the work, is the lowest and whose bid is regular in all respects. In case of discrepancy between the written price and that given in figures, the price in writing will be considered as the bid.

Work must be done at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the said Department.

CALVIN TOMKINS, Commissioner of Docks.

Dated October 8, 1912. o10,23

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

Office of the 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 the above office until 12 o'clock noon on

FRIDAY, OCTOBER 18, 1912,

Borough of Manhattan,

CONTRACT NO. 1338.

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR REMOVING A STRIP OF THE PRESENT ASPHALT PAVEMENT AND LAYING A NEW GRANITE PAVEMENT ON THE MARGINAL STREET, FROM LAIGHT ST. TO W. HOUSTON ST., NORTH RIVER, BOROUGH OF MANHATTAN.

The time for the completion of the work and the full performance of the contract is on or before the expiration of two hundred (200) calendar days.

The amount of security required is Twenty-five Thousand Dollars ($25,000).

The bidder shall state, both in writing and in figures, a price per square yard of completed pavement, for doing all of the work described and specified. The contract is for a complete job, and if awarded will be awarded to the bidder whose price per square yard of completed pavement is lowest and whose bid is regular in all respects. In case of discrepancy between the written price and that given in figures the price in writing will be considered as the bid.

Work must be done at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained upon personal application at the office of the Department, or by mail only when request is accompanied by ten (10) cents in stamps to pay postage. The plans and drawings may be seen at the office of the said Department.

CALVIN TOMKINS, Commissioner of Docks.

Dated October 3, 1912. o5,18

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

Office of the 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 the above office until 12 o'clock noon, on

THURSDAY, OCTOBER 10, 1912,

CONTRACT NO. 1325.

CLASSES 2 AND 5.

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR FURNISHING CARTS WITH HORSES AND DRIVERS.

The time for the completion of the work and the full performance of the contract is on or before December 31, 1912.

The amount of security required is as follows:

Class 2—200 "cart days" on East and Harlem Rivers, Borough of Manhattan, the sum of $280.

Class 5—100 "cart days" on East and Harlem Rivers, Borough of Manhattan, the sum of $140.

The bidder shall state, both in writing and in figures a price per "cart day" as defined in the specifications. Bids may be submitted on one or both classes, as each class is a separate and distinct contract in itself, and as such will be awarded to the bidder whose price per cart day is the lowest and whose bid is regular in all respects. In case of discrepancy between the written price and that given in figures the price in writing will be considered as the bid.

Carts shall be furnished at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained at the office of the said Department on personal application; or by mail, only when request is accompanied by ten (10) cents in stamps to pay postage.

CALVIN TOMKINS, Commissioner of Docks.

Dated September 26, 1912. s28,o10

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

Office of the 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 the above office until 12 o'clock noon, on

THURSDAY, OCTOBER 10, 1912,

CONTRACT NO. 1348.

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR DREDGING ABOUT 6,500 CUBIC YARDS IN THE BOROUGHS OF MANHATTAN, BROOKLYN, QUEENS, THE BRONX AND RICHMOND.

The time for the completion of the work and the full performance of the contract is on or before March 31, 1913.

The amount of security required is Two Thousand Six Hundred Dollars ($2,600).

The bidder shall state, both in writing and in figures, a price per cubic yard for doing all of the work described and specified, by which price the bids will be tested and award, if made, will be made to the bidder whose price per cubic yard is the lowest and whose bid is regular in all respects.

In case of discrepancy between the written price and that given in figures, the price in writing will be considered as the bid.

Work must be done at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained upon personal application at the office of the said Department, or by mail only when request is accompanied by ten (10) cents in stamps to pay postage.

CALVIN TOMKINS, Commissioner of Docks.

Dated September 26, 1912. s28,o10

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

BOARD OF WATER SUPPLY.

SEALED BIDS WILL BE RECEIVED BY the Board of Water Supply, at its offices, seventh floor, 165 Broadway, New York, until 11 a. m. on

TUESDAY, OCTOBER 29, 1912,

for

CONTRACT 135.

FOR THE CONSTRUCTION OF MAINTENANCE BUILDINGS AT KENSICO DAM.

The contract comprises a keeper's house and office, about 45 feet by 40 feet in plan, with plumbing, steam-heating apparatus and wiring throughout for electric lights, stable, garage, workshop, oil house and ice house. All the buildings will have rubble masonry foundations and superstructures except the ice house, where the superstructure will be of wood. All roofs, except ice house, will be slate. The work is located in the Town of North Castle, Westchester County, New York.

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 as soon thereafter as practicable. The Board reserves the right to reject any and all bids.

A bond in the sum of twelve thousand dollars ($12,000) will be required for the faithful performance of the contract.

No bid will be received and deposited unless accompanied by a certified check upon a National or State bank, drawn and made payable to the order of the Comptroller of The City of New York, for six hundred dollars ($600) for the proper execution of the contract.

Time allowed for the completion of the work is twelve (12) months from the service of notice by the Board to begin work.

Pamphlets containing information for bidders, forms of proposal and contract, specifications, etc., and contract drawings may be obtained at the above address, upon application in person or by mail, by depositing the sum of ten dollars ($10) 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.

CHARLES STRAUSS, President; CHARLES N. CHADWICK, JOHN F. GALVIN, Commissioners of the Board of Water Supply.

Joseph P. Morrissey, Secretary.

Note—See General Instructions to Bidders on last page, last column of the City Record, so far as applicable hereto and not otherwise provided for. o10,29

SEALED BIDS WILL BE RECEIVED BY the Board of Water Supply, at its offices, seventh floor, 165 Broadway, New York, until 11 a. m, on

TUESDAY, OCTOBER 15, 1912,

FOR CONTRACT 94, FOR FURNISHING AND ERECTING, COMPLETE, THREE STEEL FLOATS FOR CONTAINING PUMPING EQUIPMENT FOR UNWATERING THE WALLKILL, HUDSON AND CROTON LAKE SIPHONS OF CATSKILL AQUEDUCT, EACH ABOUT 12¾ FEET IN OUTSIDE DIAMETER, AND 22½, 35 AND 25½ FEET IN HEIGHT, RESPECTIVELY; ALSO FURNISHING AND DELIVERING 650 FEET OF STEEL DISCHARGE PIPE WITH GUIDES FOR HUDSON OR CROTON LAKE SIPHONS, AND APPROXIMATELY 3,000 POUNDS OF MISCELLANEOUS IRON AND STEEL.

The work is located in the towns of Gardiner, Ulster County; Fishkill, Dutchess County, and Yorktown, Westchester County, New York.

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 in the sum of four thousand dollars ($4,000) will be required for the faithful performance of the contract.

No bid will be received and deposited unless accompanied by a certified check upon a National or State bank, drawn to the order of the Comptroller of The City of New York to the amount of five hundred dollars ($500).

Time allowed for the completion of the work is 26 weeks from the service of notice by the Board to begin work.

Pamphlets containing information for bidders, forms of proposal and contract, specifications etc., and contract drawings can be obtained at the above address, upon application in person or by mail, by depositing the sum of ten dollars ($10) 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.

CHARLES STRAUSS, President; CHARLES N. CHADWICK, JOHN F. GALVIN, Commissioners of the Board of Water Supply.

Joseph P. Morrissey, Secretary.

s19,20,21,27toO15

Note—See General Instructions to Bidders on the last page, last column, of the City Record, so far as applicable hereto and not otherwise provided for.

MUNICIPAL CIVIL SERVICE COMMISSION.

Municipal Civil Service Commission, 299 Broadway, New York, October 10, 1912.

PUBLIC NOTICE IS HEREBY GIVEN THAT applications will be received from

THURSDAY, OCTOBER 10, 1912, TO 4 P. M. FRIDAY, OCTOBER 25, 1912,

for the position of

CHEMIST.

No application delivered at the office of the Commission by mail or otherwise, after 4 p. m., October 25, 1912, will be accepted.

The examination will be held MONDAY, NOVEMBER 18, 1912, at 10 o'clock a. m.

The subjects and weights of the examination are as follows: Technical, 6; Experience, 4. 75 per cent. is required on the technical paper and 70 per cent. on all.

Candidates must have received the degree of Bachelor of Science or its equivalent, or present a certificate from some technical institution of recognized standing showing that they have pursued for two years a course of study therein tending to qualify them for the position sought.

Some credit will be given for ability to consult scientific journals in French and German.

The technical paper will be divided into a paper in general chemistry to be given all the candidates at the first morning session, and special paper adapted to the needs of the several laboratories as follows:

1. The laboratory of the Health Department: The chemistry of foods, drugs, etc.
2. The laboratories attached to the Bureau of Highways of the several Boroughs: The testing of paving materials.
3. The laboratory of the Commissioners of Accounts: (a) Fuel chemistry, (b) Engineering chemistry.

In order that a candidate may compete for all positions the special papers will be given serially—one on the afternoon of the first day of the examination and the others on the day following at the morning and afternoon sessions, respectively.

Minimum age, 21 years. Vacancies: Fuel Engineering Chemist, Office of the Commissioner of Accounts, 1 at $1,500 and 2 at $1,800 per annum; Junior Engineering Chemist, Office of the Commissioner of Accounts, 2 at $1,200 per annum; Chemist, Department of Health, 1 at $1,200 per annum.

Application blanks will be mailed upon request, but the Commission will not guarantee the delivery of the same.

F. A. SPENCER, Secretary. o10,25

Municipal Civil Service Commission, 299 Broadway, New York, October 9, 1912.

PUBLIC NOTICE IS HEREBY GIVEN THAT applications will be received from

WEDNESDAY, OCTOBER 9, 1912, TO 4 P. M. THURSDAY, OCTOBER 24, 1912,

for the position of

SUPERVISING NURSE.

No application delivered at the office of the Commission, by mail or otherwise, after 4 p. m., October 24, 1912, will be accepted.

The examination will be held FRIDAY, NOVEMBER 15, 1912, at 10 o'clock a. m.

The subjects and weights of the examination are as follows: Technical, 5; experience, 5; 75 per cent. is required on the technical paper and 70 per cent. on all.

Applicants must present certificates of registration as Nurse with the University of the State of New York.

Minimum age, 21 years; 1 vacancy in the Department of Public Charities at $850 per annum.

Application blanks will be mailed upon request, but the Commission will not guarantee the delivery of the same.

F. A. SPENCER, Secretary.
o9,24

Municipal Civil Service Commission, 299 Broadway, New York, October 8, 1912.

PUBLIC NOTICE IS HEREBY GIVEN THAT applications will be received from

TUESDAY, OCTOBER 8, 1912, TO 4 P. M., WEDNESDAY, OCTOBER 23, 1912,

for the position of

STRUCTURAL STEEL DRAFTSMAN, GRADES C AND D.

No application delivered at the office of the Commission, by mail or otherwise, after 4 p. m., Wednesday, October 23, 1912, will be accepted.

The examination will be held WEDNESDAY, NOVEMBER 13, 1912, at 10 o'clock a. m.

The subjects and weights for the examination are as follows: Technical, 4; experience, 3; mathematics, 2; neatness, 1; 75 per cent. is required on the technical paper and 70 per cent. on all.

Minimum age, 21 years; 1 vacancy in the Board of Education at $1,831.67. Usual salary, $1,500 to $1,800 per annum.

Application blanks will be mailed upon request, but the Commission will not guarantee the delivery of the same.

F. A. SPENCER, Secretary.
o8,23

BOROUGH OF MANHATTAN.

Office of the President of the Borough of Manhattan, New York, October 9, 1912.

NOTICE IS HEREBY GIVEN, IN ACCORDance with section 432 of the Charter of The City of New York, that a petition signed by property owners and residents of the Washington Heights District for Local Improvements requesting the construction of a sewer in the service street forming the widening of Riverside drive, between 158th and 160th streets, has been filed in this office and is now ready for public inspection, and that a meeting of the Board of Local Improvements of the Washington Heights District for Local Improvements will be held in the Borough Office, City Hall, on the 22d day of October, 1912, at 11 a. m., at which meeting said petition will be submitted to the Board.

GEORGE McANENY, President.

Samuel L. Martin, Secretary. o10

Office of the President of the Borough of Manhattan, New York, October 9, 1912.

NOTICE IS HEREBY GIVEN, IN ACCORDance with section 432 of the Charter of The City of New York, that a petition signed by property owners and residents of the Washington Heights District for Local Improvements requesting the construction of a sewer in W. 160th st., between Fort Washington ave. and Riverside drive, has been filed in this office and is now ready for public inspection, and that a meeting of the Board of Local Improvements of the Washington Heights District for Local Improvements will be held in the Borough Office, City Hall, on the 22d day of October, 1912, at 11 a. m., at which meeting said petition will be submitted to the Board.

GEORGE McANENY, President.

Samuel L. Martin, Secretary. o10

Office of the President of the Borough of Manhattan, New York, October 9, 1912.

NOTICE IS HEREBY GIVEN, IN ACCORDance with section 432 of the Charter of The City of New York, that a petition signed by property owners and residents of the Washington Heights District for Local Improvements requesting the construction of a sewer in 155th st., between Broadway and Riverside drive, has been filed in this office and is now ready for public inspection, and that a meeting of the Board of Local Improvements of the Washington Heights District for Local Improvements will be held in the Borough Office, City Hall, on the 22d day of October, 1912, at 11 a. m., at which meeting said petition wil be submitted to the Board.

GEORGE McANENY, President.

Samuel L. Martin, Secretary. o10

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 offices of the Commissioner of Public Works, Room 1836, 21 Park row, until 2 o'clock p. m. on

THURSDAY, OCTOBER 17, 1912,

FOR REPAIRING SIDEWALKS, TOGETHER WITH WORK INCIDENTAL THERETO, AT VARIOUS LOCATIONS IN THE BOROUGH OF MANHATTAN, AS PER LIST ATTACHED TO THE CONTRACT.

Engineer's estimate of the amount of work to be done:

23,520 square feet of flagging, to furnish and lay.

11,580 square feet of old flagging, to retrim and relay.

7,733 square feet of cement concrete sidewalk.

Amount of security required, Two Thousand Dollars ($2,000).

The time allowed for doing and completing the above work will be sixty (60) working days.

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 footed up.

Blank forms and specifications may be had at the office of the Commissioner of Public Works, 13 to 21 Park row, Bureau of Highways, Room 1611, Borough of Manhattan.

GEORGE McANENY, President.

October 5, 1912. o5,17

☞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 offices, Commissioner of Public Works, Room 1836, 21 Park row, until 2 o'clock p. m. on

THURSDAY, OCTOBER 24, 1912,

FOR FURNISHING ALL THE LABOR AND MATERIAL FOR THE ERECTION, CONSTRUCTION AND EQUIPMENT OF AN ASPHALT PLANT ON THE PREMISES SITUATED BETWEEN 90TH AND 91ST STS. AND AVENUE A AND EAST RIVER, BOROUGH OF MANHATTAN.

The time allowed for the completion of the work will be one hundred and eighty (180) consecutive calendar working days.

The amount of security required will be Twenty Thousand Dollars ($20,000), and the amount of deposit accompanying the bid shall be five per cent. (5%) of the amount of security.

The bidder will state one aggregate price for the whole work described and specified as the contract is entire and for a complete job.

The bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms, specifications and plans may be obtained at the office of the Auditor, offices of the Commissioner of Public Works, Room 1807, 21 Park row, Borough of Manhattan.

GEORGE McANENY, President.

City of New York, September 26, 1912.
o3,24

☞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 offices of the Commissioner of Public Works, Room 1836, 21 Park row, until 2 o'clock p. m. on

FRIDAY, OCTOBER 11, 1912,

1. FOR REGULATING AND REPAVING WITH SHEET ASPHALT WITH CLOSE BINDER ON A CONCRETE FOUNDATION THE ROADWAY OF MANHATTAN AVE., FROM NORTH SIDE OF 100TH ST. TO SOUTH SIDE 103D ST.

Engineer's estimate of the amount of work to be done:

3.570 square yards of asphalt pavement, including binder course.

670 cubic yards of Portland cement concrete.

1,110 linear feet of new 5-inch bluestone curbstone, furnished and set.

280 linear feet of old bluestone curbstone, redressed, rejointed and reset.

6 standard heads and covers, complete, for sewer manholes, furnished and set.

The time allowed for doing and completing the above work will be thirty-five (35) working days.

The amount of security required will be Two Thousand Five Hundred Dollars ($2,500).

2. FOR REGULATING AND REPAVING WITH SHEET ASPHALT WITH CLOSE BINDER ON A CONCRETE FOUNDATION THE ROADWAY OF MANHATTAN AVE., FROM NORTH SIDE 106TH ST. TO SOUTH SIDE 110TH ST.

Engineer's estimate of the amount work to be done:

4,180 square yards of asphalt pavement, including binder course, except the railroad area.

90 square yards of asphalt pavement, including binder course, in the railroad area (no guarantee).

800 cubic yards of Portland cement concrete.

1,460 linear feet of new 5-inch bluestone curbstone, furnished and set.

370 linear feet of old bluestone curbstone, redressed, rejointed and reset.

6 standard heads and covers, complete, for sewer manholes, furnished and set.

The time allowed for doing and completing the above work will be forty-five (45) working days.

The amount of security required will be Three Thousand Dollars ($3,000).

3. FOR REGULATING AND REPAVING WITH SHEET ASPHALT WITH CLOSE BINDER ON A CONCRETE FOUNDATION THE ROADWAY OF AUDUBON AVE., FROM NORTH SIDE 173D ST. TO SOUTH SIDE 175TH ST.

Engineer's estimate of the amount of work to be done:

2,290 square yards of asphalt pavement, including binder course.

430 cubic yards of Portland cement concrete.

720 linear feet of new 5-inch bluestone curbstone, furnished and set.

180 linear feet of old bluestone curbstone, redressed, rejointed and reset.

1 standard head and cover, complete, for sewer manhole, furnished and set.

The time allowed for doing and completing the above work will be thirty (30) working days.

The amount of security required will be One Thousand Five Hundred Dollars ($1,500).

4. FOR REGULATING AND REPAVING WITH ASPHALT BLOCK PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF MANHATTAN AVE., FROM NORTH SIDE 100TH ST. TO SOUTH SIDE 103D ST.

Engineer's estimate of the amount of work to be done:

3,750 square yards of asphalt block pavement.

670 cubic yards of Portland cement concrete, including mortar bed.

1,110 linear feet of new 5-inch bluestone curbstone, furnished and set.

280 linear feet of old bluestone curbstone, redressed, rejointed and reset.

6 standard heads and covers, complete, for sewer manholes, furnished and set.

The time allowed for doing and completing the above work will be thirty-five (35) working days.

The amount of security required will be Three Thousand Five Hundred Dollars ($3,500).

5. FOR REGULATING AND REPAVING WITH ASPHALT BLOCK PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF MANHATTAN AVE., FROM NORTH SIDE 106TH ST. TO SOUTH SIDE 110TH ST.

Engineer's estimate of the amount of work to be done:

4,180 square yards of asphalt block pavement, except the railroad area.

90 square yards of asphalt block pavement in the railroad area (no guarantee).

800 cubic yards of Portland cement concrete, including mortar bed.

1,460 linear feet of new 5-inch bluestone curbstone, furnished and set.

370 linear feet of old bluestone curbstone, redressed, rejointed and reset.

6 standard heads and covers, complete, for sewer manholes, furnished and set.

The time allowed for doing and completing the above work will be forty-five (45) working days.

The amount of security required will be Four Thousand Dollars ($4,000).

6. FOR REGULATING AND REPAVING WITH ASPHALT BLOCK PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF AUDUBON AVE., FROM NORTH SIDE 173D ST. TO SOUTH SIDE 175TH ST.

Engineer's estimate of the amount of work to be done:

2,290 square yards of asphalt block pavement.

430 cubic yards of Portland cement concrete, including mortar bed.

720 linear feet of new 5-inch bluestone curbstone, furnished and set.

180 linear feet of old bluestone curbstone, redressed, rejointed and reset.

1 standard head and cover, complete, for sewer manhole, furnished and set.

The time allowed for doing and completing the above work will be thirty (30) working days.

The amount of security required will be Two Thousand Five Hundred Dollars ($2,500).

7. FOR REGULATING AND PAVING WITH ASPHALT BLOCK PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF 150TH ST., FROM 7TH AVE. TO 8TH AVE.

Engineer's estimate of the amount of work to be done:

2,430 square yards of asphalt block pavement.

480 cubic yards of Portland cement concrete, including mortar bed.

1,000 linear feet of new 5-inch bluestone curbstone, furnished and set.

460 linear feet of old bluestone curbstone, redressed, rejointed and reset.

The time allowed for doing and completing the above work will be thirty (30) working days.

The amount of security required will be Two Thousand Dollars ($2,000).

8. FOR REGULATING AND PAVING WITH ASPHALT BLOCK PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF NORTHERN AVE., FROM NORTH SIDE 181ST ST. TO A POINT 1,092 FEET NORTHERLY THEREFROM.

Engineer's estimate of the amount of work to be done:

3,690 square yards of asphalt block pavement.

720 cubic yards of Portland cement concrete, including mortar bed.

1,740 linear feet of new 5-inch bluestone curbstone, furnished and set.

440 linear feet of old bluestone curbstone, redressed, rejointed and reset.

The time allowed for doing and completing the above work will be twenty-five (25) working days.

The amount of security required will be Four Thousand Dollars ($4,000).

9. FOR REGULATING AND PAVING WITH SHEET ASPHALT WITH CLOSE BINDER ON A CONCRETE FOUNDATION THE ROADWAY OF NORTHERN AVE., FROM A POINT 1,092 FEET NORTH OF 181ST ST. TO SOUTH SIDE 190TH ST.

Engineer's estimate of the amount of work to be done:

4,600 square yards of asphalt pavement, including binder course.

900 cubic yards of Portland cement concrete.

2,160 linear feet of new 5-inch bluestone curbstone, furnished and set.

540 linear feet of old bluestone curbstone, redressed, rejointed and reset.

The time allowed for doing and completing the above work will be twenty-five (25) working days.

The amount of security required will be Three Thousand Five Hundred Dollars ($3,500).

10. FOR REGULATING AND REPAVING WITH WOOD BLOCK PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF PARK AVE., FROM NORTH SIDE 35TH ST. TO SOUTH SIDE 40TH ST.

Engineer's estimate of the amount of work to be done:

8,750 square yards of wood block pavement, including sand cushion.

1,570 cubic yards of Portland cement concrete.

1,820 linear feet of new 5-inch bluestone curbstone, furnished and set.

450 linear feet of old bluestone curbstone, redressed, rejointed and reset.

19 standard heads and covers, complete, for sewer manholes, furnished and set.

The time allowed for doing and completing the above work will be fifty (50) working days.

The amount of security required will be Ten Thousand Dollars ($10,000).

11. FOR REGULATING AND REPAVING WITH SHEET ASPHALT WITH CLOSE BINDER ON A CONCRETE FOUNDATION THE ROADWAY OF PARK AVE., FROM NORTH SIDE 35TH ST. TO SOUTH SIDE 40TH ST.

Engineer's estimate of the amount of work to be done.

8,750 square yards of asphalt pavement, including binder course.

1,570 cubic yards of Portland cement concrete.

1,820 linear feet of new 5-inch bluestone curbstone, furnished and set.

450 linear feet of old bluestone curbstone, redressed, rejointed and reset.

19 standard heads and covers, complete, for sewer manholes, furnished and set.

The time allowed for doing and completing the above work will be fifty (50) working days.

The amount of security required will be Six Thousand Dollars ($6,000).

12. FOR REGULATING AND PAVING WITH GRANITE BLOCK PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF 150TH ST., FROM BROADWAY TO RIVERSIDE DRIVE.

Engineer's estimate of the amount of work to be done:

1,340 square yards of granite block pavement, with paving cement joints.

260 cubic yards of Portland cement concrete.

300 linear feet of new 5-inch bluestone curbstone, furnished and set.

530 linear feet of old bluestone curbstone, redressed, rejointed and reset.

The time allowed for doing and completing the above work will be thirty (30) working days.

The amount of security required will be One Thousand Five Hundred Dollars ($1,500).

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 footed up.

Blank forms and specifications may be had at the office of the Commissioner of Public Works, 13 to 21 Park row, Bureau of Highways, Room 1611, Borough of Manhattan.

GEORGE McANENY, President.

October 1, 1912. s30,o11

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

DEPARTMENT OF PUBLIC CHARITIES.

DEPARTMENT OF PUBLIC CHARITIES, FOOT OF E. 26TH ST., NEW YORK.

BOROUGHS OF BROOKLYN AND QUEENS.

TO CONTRACTORS.

PROPOSALS FOR BIDS OR ESTIMATES.

SEALED BIDS OR ESTIMATES WILL BE received by the Department of Public Charities at the above office until 2.30 o'clock p. m. on

WEDNESDAY, OCTOBER 23, 1912,

1. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR THE ERECTION AND COMPLETION OF GREENPOINT HOSPITAL ON BULLION ST., BETWEEN KINGSLAND AND DEBEVOISE AVES., BOROUGH OF BROOKLYN, THE CITY OF NEW YORK.

2. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR THE COMPLETION OF THE PLUMBING AND GAS FITTING WORK OF THE GREENPOINT HOSPITAL.

3. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR THE COMPLETION OF THE HEATING AND VENTILATING WORK OF THE GREENPOINT HOSPITAL.

The time allowed for doing and completing the work will be two hundred and fifty (250) consecutive working days on each contract.

The security required will be One Hundred and Fifty Thousand Dollars ($150,000) on Contract No. 1; Fifteen Thousand Dollars ($15,000) on Contract No. 2 and Ten Thousand Dollars ($10,000) on Contract No. 3.

Bids will be compared and the contract separately awarded to the lowest bidder on Propositions 1, 2 and 3.

Blank forms and further information may be obtained at the office of Frank J. Helmle, Architect, 190 Montague st., Borough of Brooklyn, The City of New York, where plans and specifications may be seen.

MICHAEL J. DRUMMOND, Commissioner

Dated October 9, 1912. o10,23

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

DEPARTMENT OF PUBLIC CHARITIES, FOOT OF E. 26TH ST., NEW YORK.

TO CONTRACTORS.

PROPOSALS FOR BIDS OR ESTIMATES.

SEALED BIDS OR ESTIMATES WILL BE received by the Department of Public Charities at the above office until 2.30 o'clock p. m. on

FRIDAY, OCTOBER 11, 1912,

FOR FURNISHING AND DELIVERING CANNED GOODS, MILK, CROCERIES, DRIED FRUITS, FARINACEOUS FOODS, PROVISIONS, SOAP AND LAUNDRY SUPPLIES.

The time for the performance of the contract is during the year 1912.

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

The bidder will state the price per pound, quart, or other designated unit, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total and awards made to the lowest bidder on each line or item, as stated in the specifications.

Blank forms and further information may be obtained at the office of the Department, foot of E. 26th st., Borough of Manhattan.

MICHAEL J. DRUMMOND, Commissioner.

Dated September 30, 1912. s30,o11

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

DEPARTMENT OF PUBLIC CHARITIES, FOOT OF E. 26TH ST., NEW YORK.

BOROUGHS OF BROOKLYN AND QUEENS.

TO CONTRACTORS.

PROPOSALS FOR BIDS OR ESTIMATES.

SEALED BIDS OR ESTIMATES WILL BE received by the Department of Public Charities at the above office until 2.30 o'clock p. m. on

THURSDAY, OCTOBER 10, 1912,

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR CERTAIN REPAIRS, ALTERATIONS AND ADDITIONS TO ANNEX TO QUARTERS FOR FEMALE HELP, SOLARIUM, WEST TUBERCULOSIS BUILDING, NURSES' HOME (OLD) AND MAIN BUILDING AT THE METROPOLITAN HOSPITAL, BLACKWELLS ISLAND, THE CITY OF NEW YORK.

The time allowed for the completion of the work and full performance of the contract is forty-five (45) consecutive working days.

The surety required will be Twenty-nine Hundred Dollars ($2,900).

The bidder will state one aggregate price for the whole work described and specified, as the contract is entire for a complete job.

Blank forms and further information may be obtained at the office of Frank J. Helmle, Architect, 190 Montague st., Borough of Brooklyn, The City of New York, where plans and specifications may be seen.

MICHAEL J. DRUMMOND, Commissioner.

Dated September 28, 1912. s28,o10

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

DEPARTMENT OF PUBLIC CHARITIES, FOOT OF E. 26TH ST., NEW YORK.

TO CONTRACTORS.

PROPOSALS FOR BIDS OR ESTIMATES.

SEALED BIDS OR ESTIMATES WILL BE received by the Department of Public Charities at the above office until 2.30 o'clock p. m. on

THURSDAY, OCTOBER 10, 1912,

FOR ADDITIONS AND ALTERATIONS TO NORTH PAVILION, LOCATED ON THE GROUNDS OF THE NEW YORK CITY HOME FOR THE AGED AND INFIRM, BLACKWELLS ISLAND, THE CITY OF NEW YORK.

The time allowed for the completion of the work and full performance of the contract is forty-five (45) consecutive working days.

The surety required will be Seventeen Hundred Dollars ($1,700).

The bidder will state one aggregate price for the whole work described and specified, as the contract is entire for a complete job.

Blank forms and further information may be obtained at the office of the Architect of the Department, foot of E. 26th st., The City of New York, where plans and specifications may be seen.

MICHAEL J. DRUMMOND, Commissioner.

Dated September 28, 1912. s28,o10

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

BOROUGH OF BROOKLYN.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF BROOKLYN, ROOM 2, BOROUGH HALL, BOROUGH OF BROOKLYN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Brooklyn at the above office until 11 o'clock a. m. on

WEDNESDAY, OCTOBER 23, 1912,

1. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON BEVERLY ROAD, FROM E. 2D ST. TO GRAVESEND AVE.

The Engineer's estimate is as follows:

80 cubic yards excavation.

330 linear feet cement curb (1 year maintenance).

1,780 square feet cement sidewalks (1 year maintenance).

Time allowed, twenty (20) working days.

Security required, Two Hundred Dollars ($200).

2. FOR REGULATING AND PAVING WITH PRELIMINARY ASPHALT PAVEMENT ON A 4-INCH CONCRETE FOUNDATION THE ROADWAY OF E. 21ST ST., FROM NEWKIRK AVE. TO FOSTER AVE.

The Engineer's estimate is as follows:

1,570 square yards asphalt pavement (5 years maintenance).

175 cubic yards concrete.

310 cubic yards excavation to subgrade.

Time allowed, thirty (30) working days.

Security required, One Thousand Dollars ($1,000).

3. FOR REGULATING AND PAVING WITH PERMANENT ASPHALT PAVEMENT ON A 6-INCH CONCRETE FOUNDATION THE ROADWAY OF AVENUE H, FROM CONEY ISLAND AVE. TO THE RIGHT OF WAY OF THE BRIGHTON BEACH RAILROAD COMPANY.

The Engineer's estimate is as follows:

5,670 square yards asphalt pavement (5 years maintenance).

945 cubic yards concrete.

130 linear feet bluestone heading stones set in concrete.

1,420 cubic yards excavation to subgrade.

Time allowed, thirty (30) working days.

Security required, Four Thousand Dollars ($4,000).

4. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON AVENUE I, FROM CONEY ISLAND AVE. TO E. 15TH ST.

The Engineer's estimate is as follows:

260 cubic yards excavation.

100 cubic yards filling (to be furnished).

1,630 linear feet cement curb (1 year maintenance).

8,370 square feet cement sidewalks (1 year maintenance).

Time allowed, thirty (30) working days.

Security required, Eight Hundred Dollars ($800).

5. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON JEFFERSON ST., FROM IRVING AVE. TO ST. NICHOLAS AVE.

The Engineer's estimate is as follows:

20 linear feet old curbstone reset in concrete.

1,970 cubic yards excavation.

334 cubic yards filling (not to be bid for).

2,390 linear feet cement curb (1 year maintenance).

11,880 square feet cement sidewalks (1 year maintenance).

Time allowed, forty (40) working days.

Security required, One Thousand Five Hundred Dollars ($1,500).

6. FOR REGULATING AND PAVING WITH PRELIMINARY ASPHALT PAVEMENT ON A 4-INCH CONCRETE FOUNDATION THE ROADWAY OF JEFFERSON ST., FROM IRVING AVE. TO ST. NICHOLAS AVE.

The Engineer's estimate is as follows:

3,950 square yards asphalt pavement (5 years maintenance).

440 cubic yards concrete.

130 linear feet bluestone heading stones set in concrete.

Time allowed, thirty (30) working days.

Security required, Two Thousand Seven Hundred Dollars ($2,700).

7. FOR REGULATING AND PAVING WITH PRELIMINARY ASPHALT PAVEMENT ON A 4-INCH CONCRETE FOUNDATION THE ROADWAY OF LENOX ROAD, FROM E. 34TH ST. TO NEW YORK AVE.

The Engineer's estimate is as follows:

820 square yards asphalt pavement (5 years maintenance).

90 cubic yards concrete.

35 linear feet bluestone heading stones set in concrete.

160 cubic yards excavation to subgrade.

Time allowed, thirty (30) working days.

Security required, Six Hundred Dollars ($600).

8. FOR REGULATING AND PAVING WITH PRELIMINARY ASPHALT PAVEMENT ON A 4-INCH CONCRETE FOUNDATION THE ROADWAY OF MOULTRIE ST., FROM NORMAN AVE. TO MESEROLE AVE.

The Engineer's estimate is as follows:

1,640 square yards asphalt pavement (5 years maintenance).

180 cubic yards concrete.

25 linear feet bluestone heading stones set in concrete.

320 cubic yards excavation to subgrade.

Time allowed, thirty (30) working days.

Security required, One Thousand One Hundred Dollars ($1,100).

9. FOR REGULATING AND REPAVING WITH ASPHALT ON A CONCRETE FOUNDATION THE ROADWAY OF GEORGIA AVE., FROM ATLANTIC AVE. TO LIBERTY AVE.

The Engineer's estimate is as follows:

1,130 square yards asphalt pavement outside railroad area (5 years maintenance).

225 square yards asphalt pavement within railroad area (no maintenance).

10 square yards old stone pavement to be relaid.

160 cubic yards concrete outside railroad area.

30 cubic yards concrete within railroad area.

590 linear feet new curbstone set in concrete.

390 linear feet old curbstone reset in concrete.

25 linear feet bluestone heading stones set in concrete.

Time allowed, thirty (30) working days.

Security required, One Thousand Three Hundred Dollars ($1,300).

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per linear foot, cubic yard or other unit of measure, by which the bids will be tested. The bids will be compared and the contract awarded at a lump or aggregate sum for each contract.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Bureau of Highways, Room No. 12, Municipal Building, Brooklyn.

ALFRED E. STEERS, President.

Dated October 7, 1912. o10,23

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

OFFICE OF THE PRESIDENT OF THE BOROUGH OF BROOKLYN, ROOM 2, BOROUGH HALL, BOROUGH OF BROOKLYN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Brooklyn at the above office until 11 o'clock a. m. on

WEDNESDAY, OCTOBER 16, 1912,
Borough of Brooklyn.

No. 1. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR CONSTRUCTING SANITARY SEWERS AND STORM SEWERS IN AVENUE U, FROM OCEAN PAKWAY TO GRAVESEND AVE., AND FORCE MAIN IN AVENUE U, FROM OCEAN PARKWAY TO E. 1ST ST., TOGETHER WITH AN INTERMEDIATE PUMPING STATION AND APPURTENANCES AT THE INTERSECTION OF AVENUE U AND OCEAN PARKWAY; SECTION L.

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

978 linear feet of 108-inch brick storm sewer, laid complete, including all incidentals and appurtenances; per linear foot, $35.40........	$34,621 20
1,228 linear feet of 102-inch concrete storm sewer, laid complete, including all incidentals and appurtenances; per linear foot, $41.....	50,348 00
670 linear feet of 42-inch brick sanitary sewer, laid complete, including all incidentals and appurtenances; per linear foot, $7......	4,690 00
157 linear feet of 18-inch pipe sanitary sewer, laid complete, including concrete casing and all incidentals and appurtenances; per linear foot, $7.25................	1,138 25
567 linear feet of 12-inch pipe sanitary sewer, laid complete, including concrete cradle and all incidentals and appurtenances; per linear foot, $4.80................	2,721 60
260 linear feet of 10-inch pipe sanitary sewer, laid complete, including concrete cradle and all incidentals and appurtenances; per linear foot, $3.80................	988 00
1,830 linear feet of 8-inch pipe sanitary sewer, laid complete, including concrete cradle and all incidentals and appurtenances; per linear foot, $2.60................	4,758 00
2,200 linear feet of 6-inch storm house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $1.	2,200 00
2,000 linear feet of 6-inch sanitary house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $1.10	2,200 00
8 manholes on storm sewers complete, with iron steps, special iron heads and covers, drop connections, and including all incidentals and appurtenances; per manhole, $60..	480 00
17 manholes on sanitary sewers, complete with iron steps, standard manhole heads and special covers, drop connections, and including all incidentals and appurtenances; per manhole, $65	1,105 00

24 sewer basins complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, and all incidentals and appurtenances; per basin, $115	2,760 00
215 tons of 22-inch cast-iron pipe for force main, furnished as per specifications, including all incidentals and appurtenances; per ton of 2,000 pounds, $34	7,310 00
1,520 linear feet of 22-inch cast-iron pipe force main, laid in place complete, including excavation, concrete supports, leading, caulking, wedges and all incidentals and appurtenances (but not including the cast-iron pipe to be furnished under Item No. 13); per linear foot, 90c.	1,368 00
1 pumping station complete, as per specifications, including all incidentals and appurtenances; per pumping station, $12,500	12,500 00
137,000 feet (B. M.) of foundation planking, pile capping and stringers, laid in place complete, including spikes, bolts, nuts, washers, hardware, and all incidentals and appurtenances; per 1,000 feet (B. M.), $25	3,425 00
140,000 feet (B. M.) of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per 1,000 feet (B. M.), $18	2,520 00
30,600 linear feet of bearing piles under sewers, driven in place complete, including all incidentals and appurtenances; per linear foot, 30c.	9,180 00
1,260 linear feet of bearing piles under pumping station, driven in place complete, including all incidentals and appurtenances; per linear foot, 40c	504 00
87,000 pounds of ⅝-inch steel rods, laid complete, including all incidentals and appurtenances; per 100 pounds, $2.60	2,262 00
20 barrels of Portland cement; per barrel, $1.50	30 00
5 cubic yards of Portland concrete mixed in the proportions of 1:2:4, laid complete, including all incidentals and appurtenances; per cubic yard, $6	30 00
6 sewer basins, reconnected complete, including all connecting culverts, and all incidentals and appurtenances; per basin reconnected, $25	150 00
Total	$147,289 05

The time allowed for the completion of the work and full performance of the contract will be three hundred and twenty (320) working days.

The amount of security required will be Fifty Thousand Dollars ($50,000).

No. 2. FOR FURNISHING ALL THE LABOR AND MATERIALS FOR CONSTRUCTING SANITARY SEWER AND STORM SEWER IN AVENUE U, FROM E. 17TH ST. TO CONEY ISLAND AVE., AND SANITARY SEWERS AND STORM SEWERS IN AVENUE U, FROM CONEY ISLAND AVE. TO OCEAN PARKWAY.

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

615 linear feet of 96-inch reinforced concrete sewer, laid complete, including all incidentals and appurtenances; per linear foot, $32.50	$19,987 50
517 linear feet of 90-inch brick and concrete sewer, laid complete, including all incidentals and appurtenances; per linear foot, $21.50	11,115 50
561 linear feet of 78-inch brick and concrete sewer, laid complete, including all incidentals and appurtenances; per linear foot, $16.25	9,116 25
1,055 linear feet of 72-inch brick and concrete sewer, laid complete, including all incidentals and appurtenances; per linear foot, $15	15,825 00
40 linear feet of 60-inch brick and concrete sewer, laid complete, including all incidentals and appurtenances; per linear foot, $12.30	492 00
1,681 linear feet of 30-inch pipe sewer, laid complete, including concrete cradle, and all incidentals and appurtenances; per linear foot, $14.15	23,786 15
1,046 linear feet of 24-inch pipe sewer, laid complete, including concrete cradle and all incidentals and appurtenances; per linear foot, $11.20	11,715 20
28 linear feet of 22-inch pipe sewer, laid complete, including concrete casing and all incidentals and appurtenances; per linear foot, $10.55	295 40
264 linear feet of 18-inch pipe sewer, laid complete, including concrete cradle and all incidentals and appurtenances; per linear foot, $9.75	2,574 00
276 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.65	455 40
2,664 linear feet of 8-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.60	4,262 40
62 8-inch stand pipes, including "Y" branch and concrete casing, and all incidentals and appurtenances; per stand pipe, $10	620 00
880 linear feet of 8-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $1.30	1,144 00
2,800 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $1.10	3,080 00
11 manholes on storm sewers, complete, with iron steps, special iron heads and covers, including all incidentals and appurtenances; per manhole, $40	440 00
26 manholes on sanitary sewers complete, with iron steps, standard manhole heads and special covers, including all incidentals and appurtenances; per manhole, $75	1,950 00
27 sewer basins, complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, and all incidentals and appurtenances; per basin, $115	3,105 00
24,000 linear feet of bearing piles, driven in place, complete, including all incidentals and appurtenances; per linear foot, $0.30	7,200 00
111,000 feet (B. M.) of foundation planking, pile capping and stringers, laid in place, complete, including spikes, bolts, nuts, washers, hardware, and all incidentals and appurtenances; per thousand feet (B. M.), $25	2,775 00
260,000 feet (B. M.) of sheeting driven in place, complete, including all incidentals and appurtenances; per thousand feet (B. M.), $18	4,680 00
68,000 pounds of steel rods, laid complete, including all incidentals and appurtenances; per hundred pounds, $2.60	1,768 00
35 cubic yards of concrete about pipe sewers, laid complete, including all incidentals and appurtenances; per cubic yard, $6.25	218 75
200 barrels of Portland cement; per barrel, $1.50	300 00
Total	$126,905 55

The time allowed for the completion of the work and full performance of the contract will be three hundred and twenty-five (325) working days.

The amount of security required will be Forty Thousand Dollars ($40,000).

No. 3. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR CONSTRUCTING SANITARY SEWERS AND STORM SEWERS IN GRAVESEND AVE., FROM AVENUE T TO AVENUE U, AND OUTLET SANITARY SEWER AND OUTLET STORM SEWERS IN AVENUE U, FROM GRAVESEND AVE. TO VAN SICKLEN ST., AND IN VAN SICKLEN ST., FROM AVENUE U TO AVENUE V.

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

1,298 linear feet of 108-inch brick storm sewer, laid complete, including all appurtenances; per linear foot, $38.30	$49,713 40
1,313 linear feet of 42-inch brick sanitary sewer, laid complete, including all incidentals and appurtenances; per linear foot, $7.55	9,913 15
810 linear feet of 12-inch pipe storm sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.40	1,134 00
830 linear feet of 8-inch pipe sanitary sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.25	1,037 50
2,620 linear feet of 8-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $1.25	3,275 00
3,000 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $1	3,000 00
4 manholes on 108-inch storm sewer, complete, with iron steps, special iron heads and covers, drop connections, and including all incidentals and appurtenances; per manhole, $65	260 00
6 manholes on 12-inch storm sewer, complete, with special iron heads and covers including all incidentals and appurtenances; per manhole, $45	270 00
10 manholes on sanitary sewers, complete, with iron steps, iron heads and covers including all incidentals and appurtenances; per manhole, $50	500 00
7 sewer basins complete of either standard design with iron pans or gratings, iron basin hoods and connecting culverts, including all incidentals and appurtenances; per basin, $120	840 00
74,000 feet (B. M.) of foundation planking and stringers laid in place, complete, including spikes, bolts, nuts, washers, hardware and all incidentals and appurtenances; per thousand feet (B. M.), $25	1,850 00
115,000 feet (B. M.) of sheeting and bracing, driven in place, complete, including all incidentals and appurtenances; per thousand feet (B. M.), $18	2,070 00
10,400 linear feet of bearing piles, driven in place, complete, including all incidentals and appurtenances; per linear foot, $0.30	3,120 00
76,300 pounds of ⅝-inch steel rods, laid complete, including all incidentals and appurtenances; per hundred pounds, $2,60	1,983 80
40 barrels of Portland cement; per barrel, $1.50	60 00
Total	$79,026 85

The time allowed for the completion of the work and the full performance of the contract will be three hundred (300) working days.

The amount of security required will be Thirty Thousand Dollars ($30,000.)

No. 4. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR CONSTRUCTING OUTLET SANITARY AND OUTLET STORM SEWERS IN AVENUE V, FROM VAN SICKLEN ST. TO THE EASTERLY LINE OF W. 10TH ST.

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

1,555 linear feet of 108-inch brick storm sewer, laid complete, including all incidentals and appurtenances; per linear foot, $37.50	$58,312 50
1,540 linear feet of 42-inch brick sanitary sewer, laid complete, including all incidentals and appurtenances; per linear foot, $6.95	10,703 00
1,750 linear feet of 6-inch storm house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $1.05	1,837 50
2,300 linear feet of 6-inch sanitary house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, 90c.	2,070 00
6 manholes on storm sewer, complete with iron steps, special iron heads and covers, including all incidentals and appurtenances; per manhole, $65	390 00
6 manholes on sanitary sewer, complete with iron steps, iron heads and covers, including all incidentals and appurtenances; per manhole, $45	270 00
11 sewer basins complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, including all incidentals and appurtenances; per basin, $115	1,265 00
136,000 feet (B. M.) of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per 1,000 feet (B. M.), $18	2,448 00
73,500 feet (B. M.) of foundation planking and stringers, laid in place complete, including spikes, bolts, nuts, washers, hardware and all incidentals and appurtenances; per 1,000 feet (B. M.), $25	1,837 50
18,660 linear feet of bearing piles, driven in place complete, including all incidentals and appurtenances; per linear foot, 30c	5,598 00
91,330 pounds of ⅝-inch steel rods, laid complete, including all incidentals and appurtenances; per 100 pounds, $2.60	2,374 58
50 barrels of Portland cement; per barrel, $1.50	75 00
Total	$87,181 08

The time allowed for the completion of the work and full performance of the contract will be three hundred (300) working days.

The amount of security required will be Thirty Thousand Dollars ($30,000).

No. 5. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN E. 94TH ST., BETWEEN THE SUMMIT NORTH OF LINDEN AVE. AND AVENUE A, AND AN OUTLET SEWER IN AVENUE A, BETWEEN E. 94TH AND E. 98TH STS.

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

297 linear feet of 54-inch brick sewer, laid complete, including all incidentals and appurtenances; per linear foot, $8.50	$2,524 50
636 linear feet of 48-inch brick sewer, laid complete, including all incidentals and appurtenances; per linear foot, $7	4,452 00
250 linear feet of 42-inch brick sewer, laid complete, including all incidentals and appurtenances; per linear foot, $6.10	1,525 00
784 linear feet of 22-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $3.60	2,822 40
780 linear feet of 18-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2.50	1,950 00
465 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.65	767 25
4,350 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, 80c	3,480 00
22 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	1,100 00
9 sewer basins complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, including all incidentals and appurtenances; per basin, $115	1,035 00
9,000 feet (B. M.) of foundation planking, laid in place complete, including all incidentals and appurtenances; per 1,000 feet (B. M.), $25	225 00
Total	$19,881 15

The time allowed for the completion of the work and full performance of the contract will be one hundred and twenty (120) working days.

The amount of security required will be Ten Thousand Dollars ($10,000).

No. 6. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR CONSTRUCTING A SEWER IN 17TH AVE., BETWEEN 60TH AND 67TH STS., WITH AN OUTLET SEWER IN 66TH ST., BETWEEN 17TH AND 18TH AVES.

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

781 linear feet of 36-inch brick sewer, laid complete, including all incidentals and appurtenances; per linear foot, $5.30	$4,139 30
318 linear feet of 30-inch brick sewer, laid complete, including all incidentals and appurtenances; per linear foot, $4.20	1,335 60
260 linear feet of 18-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2.40	624 00
265 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2	530 00
970 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.60	1,552 00
3,900 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, 80c	3,120 00
23 manholes, complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	1,150 00
13 sewer basins complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, including all incidentals and appurtenances; per basin, $120	1,560 00
7,500 feet (B. M.) of foundation planking, laid in place complete, including all incidentals and appurtenances; per 1,000 feet (B. M.), $25	187 50
2,000 feet (B. M.) of sheeting and bracing, driven in place, complete, including all incidentals and appurtenances; per 1,000 feet (B. M.), $18	36 00
Total	$14,234 40

The time allowed for the completion of the work and full performance of the contract will be one hundred (100) working days.

The amount of security required will be Seven Thousand Dollars ($7,000).

No. 7. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING SEWERS IN AVENUE I, FROM A POINT 100 FEET EAST OF BROOKLYN AVE. TO E. 39TH ST., AND FROM A POINT 100 FEET EAST OF E. 39TH ST. TO E. 40TH ST., AND IN E. 37TH ST., FROM AVENUE I TO FLATBUSH AVE.

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

43 linear feet of 18-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2.15	$92 45
815 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2	1,630 00
1,376 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot $1.45	1,995 20
2,326 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.75	1,744 50
17 manholes, complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	850 00
4 sewer basins complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, including all incidentals and appurtenances; per basin, $115	460 00
1000 feet (B. M.) of sheeting and bracing driven in place, complete, including all incidentals and appurtenances; per thousand feet (B. M.), $18	18 00
Total	$6,790 15

The time allowed for the completion of the work and full performance of the contract will be seventy (70) working days.

The amount of security required will be Three Thousand Five Hundred Dollars ($3,500.)

No. 8. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN E. 3D ST., FROM CATON AVE. TO CHURCH AVE.

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

86 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.85	$159 10
1,329 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1 50	1,993 50
1,025 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.80	820 00
11 manholes, complete, with iron heads and covers including all incidentals and appurtenances; per manhole $50	550 00
2 sewer basins, complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, including all incidentals and appurtenances; per basin, $115	230 00
Total	$3,752 60

The time allowed for the completion of the work and full performance of the contract will be forty-five (45) working days.

The amount of security required will be Two Thousand Dollars ($2,000.)

No. 9. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN 7TH AVE., WEST SIDE, BETWEEN 77TH AND 78TH STS., AND AN OUTLET SEWER IN 78TH ST., BETWEEN 7TH AVE. AND 6TH AVE.

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

51 linear feet of 18-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2	$102 00
782 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot $1.95	1,524 90
232 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot $1.50	348 00
1,120 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.75	840 00
8 manholes, complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	400 00
Total	$3,214 90

The time allowed for the completion of the work and the full performance of the contract will be forty (40) working days.

The amount of security required will be One Thousand Six Hundred Dollars ($1,600.)

No. 10. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN 71ST ST., BETWEEN 8TH AND FORT HAMILTON AVES.

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

829 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot $1.75	$1,450 75
1,106 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $1	1,106 00
7 manholes, complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	350 00
2 sewer basins, complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, including all incidentals and appurtenances; per sewer basin, $115	230 00
Total	$3,136 75

The time allowed for the completion of the work and full performance of the contract will be forty (40) working days.

The amount of security required will be One Thousand Five Hundred Dollars ($1,500.)

No. 11. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR CONSTRUCTING A SEWER IN E. 34TH ST., FROM LENOX ROAD TO CHURCH AVE.

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

43 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.85	$79 55
1,061 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.60	1,697 60
1,150 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, 80c	920 00
10 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	500 00
Total	$3,197 15

The time allowed for the completion of the work and full performance of the contract will be forty-five (45) working days.

The amount of security required will be One Thousand Five Hundred Dollars ($1,500).

No. 12. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR CONSTRUCTING A SEWER IN E. 19TH ST., FROM THE END OF THE EXISTING SEWER ABOUT 100 FEET SOUTH OF AVENUE K TO AVENUE L, AND AN OUTLET SEWER IN AVENUE L, FROM E. 19TH ST. TO OCEAN AVE.

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

302 linear feet of 18-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2.50	$755 00
740 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.60	1,184 00
720 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, 80c	576 00
6 house connections reconnected complete, including all incidentals and appurtenances; per reconnection, $5	30 00
7 manholes, complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	350 00
2 sewer basins complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, including all incidentals and appurtenances; per basin, $120	240 00
500 feet (B. M.) of sheeting and bracing driven in place complete,	

including all incidentals and appurtenances; per 1,000 feet (B. M.), $18	9 00
Total	$3,144 00

The time allowed for the completion of the work and full performance of the contract will be forty-five (45) working days.

The amount of security required will be Fifteen Hundred Dollars ($1,500).

No. 13. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN AVENUE I, BETWEEN E. 17TH ST. AND OCEAN AVE.

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

292 linear feet of 18-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2.25	$657 00
265 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.80	477 00
218 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.45	316 10
531 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, 80c	424 80
6 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	300 00
4 sewer basins complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, including all incidentals and appurtenances; per basin, $115	460 00
Total	$2,634 90

The time allowed for the completion of the work and full performance of the contract will be forty (40) working days.

The amount of security required will be One Thousand Three Hundred Dollars ($1,300).

No. 14. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN 66TH ST., FROM 19TH AVE. TO 20TH AVE.

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

43 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.85	$79 55
687 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.55	1,064 85
940 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, 80c	752 00
7 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	350 00
One (1) sewer basin complete, of either standard design, with iron pans or grating, iron basin hood and connecting culvert, including all incidentals and appurtenances; per sewer basin, $115	115 00
Total	$2,361 40

The time allowed for the completion of the work and full performance of the contract will be thirty (30) working days.

The amount of security required will be One Thousand Two Hundred Dollars ($1,200).

No. 15. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN 71ST ST., FROM FORT HAMILTON AVE. TO 10TH AVE.

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

43 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2.50	$107 50
651 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.70	1,106 70
710 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, 80c	568 00
7 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	350 00
3,500 feet (B. M.) of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per 1,000 feet (B. M.), $18	63 00
One (1) sewer basin complete, of either standard design, with iron pans or grating, iron basin hood and connecting culvert, including all incidentals and appurtenances; per basin, $115	115 00
Total	$2,310 20

The time allowed for the completion of the work and full performance of the contract will be thirty (30) working days.

The amount of security required will be One Thousand Two Hundred Dollars ($1,200).

No. 16. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN 59TH ST., BETWEEN 21ST AVE. AND BAY PARKWAY.

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

47 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.80	$84 60
687 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.50	1,030 50
990 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, 80c	792 00
7 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	350 00
1,500 feet (B. M.) of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per 1,000 feet (B. M.), $18	27 00
Total	$2,284 10

The time allowed for the completion of the work and full performance of the contract will be thirty (30) working days.

The amount of security required will be One Thousand One Hundred Dollars ($1,100).

No. 17. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR CONSTRUCTING A SEWER IN AMBOY ST., FROM SUTTER AVE. TO BLAKE AVE.

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

522 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.45	$756 90
677 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, 75c	507 75
4 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	200 00
Total	$1,464 65

The time allowed for the completion of the work and full performance of the contract will be thirty (30) working days.

The amount of security required will be Seven Hundred Dollars ($700).

No. 18. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN 15TH AVE., FROM 52D ST. TO 53D ST.

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

225 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.85	$416 25
270 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, 80c	216 00
3 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	150 00
One (1) sewer basin complete, of either standard design, with iron pans or grating, iron basin hood and connecting culvert, including all incidentals and appurtenances; per basin, $125	125 00
1,000 feet (B. M.) of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per 1,000 feet (B. M.), $18	18 00
Total	$925 25

The time allowed for the completion of the work and full performance of the contract will be thirty (30) working days.

The amount of security required will be Five Hundred Dollars ($500).

No. 19. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN 17TH AVE., BETWEEN 44TH AND 45TH STS.

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

225 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.60	$360 00
375 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.80	300 00
3 manholes, complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	150 00
Total	$810 00

The time allowed for the completion of the work and full performance of the contract will be thirty (30) working days.

The amount of security required will be Four Hundred Dollars ($400.)

No. 20. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN LIVONIA AVE., BETWEEN DOUGLASS ST. AND SARATOGA AVE.

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

231 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.60	$369 60
235 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot $0.80	188 00
1 sewer basin, complete, of either standard design. with iron pans or grating, iron basin hood and connecting culvert, including all incidentals and appurtenances; per basin, $120	120 00
3 manholes, complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50	150 00
Total	$827 60

The time allowed for the completion of the work and full performance of the contract will be thirty (30) working days.

The amount of security required will be Four Hundred Dollars ($400.)

No. 21. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER BASIN AT THE SOUTHWEST CORNER OF OCEAN AVE. AND AVENUE K.

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

1 sewer basin, complete, of either standard design, with iron pans or grating, iron basin hood and connecting culvert, including all incidentals and appurtenances; per basin, $160	$160 00

The time allowed for the completion of the work and full performance of the contract will be ten (10) working days.

The amount of security required will be Eighty Dollars ($80.)

No. 22. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER BASIN AT THE SOUTHEAST CORNER OF TROY AVE. AND UNION ST.

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

1 sewer basin, complete, of either standard design, with iron pans or grating, iron basin hood and connecting culvert, including all incidentals and appurtenances; per basin, $150	$150 00

The time allowed for the completion of the work and full performance of the contract will be ten (10) working days.

The amount of security required will be Seventy-five Dollars ($75.)

The foregoing Engineer's preliminary estimate of the total cost for the completed work is to be taken as the 100 per cent. basis and test for bidding. Proposals shall each state a single percentage of such 100 per cent. (such as 95 per cent., 100 per cent., or 105 per cent.), for which all materials and work called for in the proposed contracts and the notices to bidders are to be furnished to the City. Such percentage as bid for this contract shall apply to all unit items specified in the Engineer's preliminary estimate to an amount necessary to complete the work described in the contract.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Bureau of Sewers, 215 Montague st., Brooklyn.

ALFRED E. STEERS, President.

Dated October 1, 1912. o3,16

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

BOARD OF ASSESSORS.

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.

2655. Paving 42d st. with asphalt, between 13th and 14th aves.

2656. Paving 43d st. with asphalt, between 14th ave. and West st.

2659. Paving Fuller place with asphalt, between Windsor place and Prospect ave.

2662. Paving Grafton st. with asphalt, between Sutter and Blake aves.

2664. Paving Malbone st. with asphalt, from bridge over the Brighton Beach Railroad to Nostrand ave.

2669. Paving 17th ave. with asphalt, between 74th and 79th sts.

2686. Paving Doscher st. with asphalt, between Liberty and Belmont aves.

2689. Paving 56th st. with asphalt, between 1st and 2d aves.

2692. Paving Prospect place with asphalt, between Utica and Rochester aves.

2693. Paving Skillman ave. with asphalt, between Humboldt st. and Old Woodpoint road.

2700. Paving Foster ave. with asphalt, from Coney Island ave. to Gravesend ave.

2704. Paving with asphalt Park place, from Saratoga ave. to Eastern Parkway Extension.

The area of assessment in the above entitled matters extends to one-half the block at the intersecting and terminating streets.

Borough of Queens,

2549. Sewer and appurtenances in Cypress ave., from Myrtle ave. to Cooper st., 2d Ward.

Affecting Blocks 117 to 122, inclusive; 131 to 133, inclusive; 141 to 147, inclusive; 160 to 165, inclusive; 171 to 175, inclusive; 178, 179, 180 to 190, inclusive.

Borough of The Bronx.

2139. Regulating, grading, curbing, flagging, laying crosswalks, etc., on Olinville ave. (Richard st.), between Bronx and Pelham parkway and Burke ave. (Morris st.).

The area of assessment extends to one-half the block at the intersecting and terminating streets.

2298. Sewer and appurtenances in W. 178th st., between Harlem River and Sedgwick ave.; Burnside ave., between Sedgwick ave. and existing sewer in Aqueduct ave.; Cedar ave., between Sedgwick ave. and summit north of W. 180th st.; W. 177th st., between Cedar ave. and Putnam Division of the New York Central and Hudson River Railroad; in Loring place, between Burnside ave. and W. 180th st.; in Andrews ave., between Burnside ave. and W. 180th st.

Affecting Block Nos. 2868, 2879, 2881, 2882, 2883, 2886, 3211, 3216, 3217, 3221 to 3224, inclusive; 3228 to 3232, inclusive; 3234 and 3241; also Plots 95-14, 62-11, 95-15, 62-12.

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, 320 Broadway, New York, on or before November 6, 1912, at 11 a. m., at which time and place the said objections will be heard and testimony received in reference thereto.

JOS. P. HENNESSY, WM. C. ORMOND.
ANTONIO C. ASTARITA, Board of Assessors.

THOMAS J. DRENNAN, Secretary, 320 Broadway, City of New York, Borough of Manhattan, October 5, 1912. o5,17

DEPARTMENT OF BRIDGES.

DEPARTMENT OF BRIDGES, Nos. 13 TO 21 PARK ROW, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Bridges at the above office until 2 o'clock p. m. on

MONDAY, OCTOBER 21, 1912,

FOR FURNISHING AND DELIVERING YELLOW PINE AND SPRUCE LUMBER TO THE DEPARTMENT OF BRIDGES.

The time for the delivery of the materials and for the performance of the contract will be sixty (60) calendar days after the receipt by the contractor of a written order to deliver the materials from the Commissioner of Bridges.

The amount of security to guarantee the faithful performance of the contract will be Two Thousand Dollars ($2,000).

The right is reserved by the Commissioner to reject all the bids should he deem it to the interest of the City so to do.

Blank forms and specifications may be obtained at the office of the Department of Bridges.

Dated October 4, 1912.

ARTHUR J. O'KEEFFE, Commissioner.

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

CHANGE OF GRADE DAMAGE COMMISSION.

TWENTY-THIRD AND TWENTY-FOURTH WARDS.

PURSUANT TO THE PROVISIONS OF chapter 537 of the Laws of 1893 and the acts amendatory thereof and supplemental thereto, notice is hereby given that meetings of the Commissioners appointed under said acts will be held at the office of the Commission, Room 223, 280 Broadway (Stewart Building), Borough of Manhattan, New York City, on Mondays, Tuesdays and Thursdays of each week, at 2 o'clock p. m., until further notice.

Dated New York City, July 26, 1911.

WILLIAM D. DICKEY, CAMBRIDGE LIVINGSTON, DAVID ROBINSON, Commissioners.

LAMONT MCLOUGHLIN, Clerk.

POLICE DEPARTMENT

POLICE DEPARTMENT OF THE CITY OF NEW YORK, CENTRAL DEPARTMENT, BOROUGH OF MANHATTAN.

SEALED BIDS OR ESTIMATES WILL BE received by the Police Commissioner of the Police Department of The City of New York, at the Bookkeeper's Office, Headquarters of the Police Department, 240 Centre st., Borough of Manhattan, in The City of New York, until 10 o'clock a. m. on

WEDNESDAY, OCTOBER 23, 1912,

FOR FURNISHING ALL THE LABOR AND FURNISHING AND ERECTING ALL THE MATERIALS NECESSARY IN MAKING AND COMPLETING GENERAL REPAIRS, ALTERATIONS AND IMPROVEMENTS AT THE ONE HUNDRED AND FIFTY-FIFTH AND ONE HUNDRED AND SIXTY-FOURTH PRECINCT STATION HOUSES, IN THE BOROUGH OF BROOKLYN, IN THE CITY OF NEW YORK.

The time allowed for making and completing the work will be ninety (90) calendar days after the execution of the contract, the endorsement thereon of his certificate by the Comptroller, and the receipt by the contractor of a written order to deliver from the Police Commissioner.

The security required will be fifty (50) per cent. of the amount of the bid or estimate.

The bids will be compared and award of contract, if made, made to the lowest bidder for each precinct.

The bidder will state the price for which he will do all the work, and provide, furnish and deliver all the labor and materials mentioned and described in said contract and specifications.

For particulars as to the nature and extent of the work required or of the materials to be furnished, bidders are referred to the specifications.

Bidders are requested to make their bids or estimates upon the blank form prepared by the Commissioner, a copy of which, with the proper envelope in which to inclose the bid, together with a copy of the contract, including the specifications, can be obtained upon application therefor at the office of the Commissioner, and any further information can be obtained at the office of the Bureau of Repairs and Supplies, Headquarters of the Police Department, 240 Centre st., Borough of Manhattan.

R. WALDO, Police Commissioner.

The City of New York, October 9, 1912.

o10,23

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

POLICE DEPARTMENT, CITY OF NEW YORK.

OWNERS WANTED BY THE PROPERTY **Clerk of the Police Department of The City of New York, No. 240 Centre street, for the following property now in custody, without claimants: Boats, rope, iron, lead, male and female clothing, boots, shoes, wine, blankets, diamonds, canned goods, liquors, etc.; also small amount of money taken from prisoners and found by Patrolmen of this Department.**

R. WALDO, Police Commissioner.

POLICE DEPARTMENT OF CITY OF NEW YORK, BOROUGH OF BROOKLYN.

OWNERS WANTED BY THE PROPERTY **Clerk of the Police Department of The City of New York—Office, No. 269 State street, Borough of Brooklyn—for the following property, now in custody, without claimants: Boats, rope, iron, lead, male and female clothing, boots, shoes, wine, blankets, diamonds, canned goods, liquors, etc.; also small amount of money taken from prisoners and found by Patrolmen of this Department.**

R WALDO, Police Commissioner.

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY, ROOM 1903, 13 TO 21 PARK ROW, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Water Supply, Gas and Electricity at the above office until 2 o'clock p. m. on

WEDNESDAY, OCTOBER 23, 1912,
Borough of Brooklyn.

FURNISHING MATERIALS AND LABOR FOR CROSS-CONNECTING EXISTING FORCE MAINS AT THE RIDGEWOOD PUMPING STATION.

The time allowed for doing and completing the entire work will be one hundred (100) working days.

The security required will be Five Thousand Dollars ($5,000).

The bidder will state the price, per unit, of each item of work or supplies contained in the specifications or schedule by which the bids will be tested. The bids will be compared and award made to the lowest formal bidder.

Bidders are requested to make their bids or estimates upon the blank form prepared by the Department, a copy of which, with the proper envelope in which to enclose the bid, together with a copy of the contract, including the specifications, in the form approved by the Corporation Counsel, can be obtained upon application therefor at the office of the Department, Room 1903, 13 to 21 Park row, Borough of Manhattan, where any further information desired may be obtained.

HENRY S. THOMPSON, Commissioner.

Dated October 8, 1912. o10,23

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

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY, ROOM 1903, 13 TO 21 PARK ROW, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Water Supply, Gas and Electricity at the above office until 2 o'clock p. m. on

WEDNESDAY, OCTOBER 16, 1912,
Boroughs of Manhattan and The Bronx,

FOR FURNISHING, DELIVERING AND INSTALLING A STEAM ENGINE DRIVEN FAN BLOWER AND ALL OTHER APPURTENANCES COMPLETE, IN THE 179TH ST. PUMPING STATION, BOROUGH OF MANHATTAN.

The time allowed for doing and completing the entire work will be seventy-five (75) consecutive working days.

The security required will be Eight Hundred Dollars ($800).

The bidder will state price of work contained in the specifications or schedule by which the bids will be tested. The bids will be compared and the award made to the lowest formal bidder in a lump or aggregate sum.

Bidders are requested to make their bids or estimates upon the blank form prepared by the Department, a copy of which, with the proper envelope in which to enclose the bid, together with a copy of the contract, including the specifications, in the form approved by the Corporation Counsel, can be obtained upon application therefor at the office of the Department, Room 1903, 13 to 21 Park row, Borough of Manhattan, where any further information desired may be obtained.

HENRY S. THOMPSON, Commissioner.

Dated October 2, 1912. o4,16

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

BOROUGH OF THE BRONX.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF THE BRONX, MUNICIPAL BUILDING, CROTONA PARK, 177TH ST. AND 3D AVE.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of The Bronx at the above office until 10.30 a. m. on

THURSDAY, OCTOBER 17, 1912.

No. 1. FOR REGULATING, GRADING, SETTING CURBSTONES, FLAGGING SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES WHERE NECESSARY IN PARKER ST., FROM WESTCHESTER AVE. TO LYON AVE., TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

300 cubic yards of excavation of all kinds.

1,600 cubic yards of filling.

950 linear feet of new curb.

3,900 square feet of cement flagging.

500 cubic yards of dry rubble masonry.

50 linear feet of vitrified pipe, 12 inches in diameter.

950 linear feet of guard rail.

The time allowed for the completion of the work will be sixty (60) working days.

The amount of security required will be One Thousand Two Hundred Dollars ($1,200).

No. 2. FOR CONSTRUCTING A SEWER AND APPURTENANCES IN LURTING AVE. (ALSO KNOWN AS HONE AVE.; ALSO KNOWN AS FOREST AVE.), BETWEEN WALKER AVE. AND THE PROPERTY OF THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY.

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

334 linear feet of pipe sewer, 18-inch.

100 linear feet of pipe sewer, 12-inch.

60 spurs for house connections over and above the cost per linear foot of sewer.

5 manholes complete.

50 cubic yards of rock excavation.

1,000 feet (B. M.) of timber.

25 linear feet of pipe drain, 12-inch to 24-inch.

The time allowed for the completion of the work will be fifty (50) consecutive working days.

The amount of security required will be One Thousand Two Hundred Dollars ($1,200).

No. 3. FOR REGULATING, GRADING, SETTING CURBSTONES, FLAGGING SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES WHERE NECESSARY IN AND PAVING WITH GRANITE BLOCKS ON A SAND FOUNDATION THE ROADWAY OF GARRISON AVE., FROM WHITTIER ST. TO THE BULKHEAD LINE OF THE BRONX RIVER, TOGETHER WITH ALL WORK INCIDENTAL THERETO (PRELIMINARY PAVEMENT).

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

2,125 square yards of completed granite block pavement, on a sand foundation, laid with sand joints, and keeping the same in repair for one year from date of acceptance.

275 linear feet of new curbstone, furnished and set.

575 linear feet of old curbstone, rejointed, recut on top and reset.

400 square feet of new bridgestone for crosswalks, furnished and laid.

790 square feet of old bridgestone, rejointed and relaid.

400 cubic yards of excavation of all kinds.

1,200 cubic yards of filling.

400 square feet of new bluestone flagging.

1,970 square feet of old flagging.

60 cubic yards of dry rubble masonry.

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 Four Hundred Dollars ($2,400).

No. 4. FOR PAVING WITH ASPHALT BLOCKS ON A CONCRETE FOUNDATION THE ROADWAY OF WALKER AVE., FROM MORRIS PARK AVE. TO UNIONPORT ROAD, AND SETTING CURB WHERE NECESSARY, TOGETHER WITH ALL WORK INCIDENTAL THERETO (PERMANENT PAVEMENT).

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

14,200 square yards of completed asphalt block pavement (3-inch blocks), and keeping the same in repair for five years from date of acceptance.

1,170 square yards of completed asphalt block pavement (3-inch blocks), not to be kept in repair.

3,040 cubic yards of Class B concrete, including mortar bed.

400 linear feet of new curbstone, furnished and set.

4,700 linear feet of old curbstone, rejointed, recut on top and reset.

The time allowed for the completion of the work will be sixty (60) consecutive working days.

The amount of security required will be Fifteen Thousand Dollars ($15,000).

No. 5. FOR PAVING WITH SHEET ASPHALT ON A CONCRETE FOUNDATION THE ROADWAY OF ST. MARYS ST., FROM WALES AVE. TO SOUTHERN BOULEVARD; WALES AVE., FROM THE PORT MORRIS BRANCH RAILROAD TO ST. MARYS ST., AND SETTING CURB WHERE NECESSARY, TOGETHER WITH ALL WORK INCIDENTAL THERETO (PERMANENT PAVEMENT).

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

1,382 square yards of completed sheet asphalt pavement, including binder course, and keeping the pavement in repair for five years from date of acceptance.

280 cubic yards of Class B concrete.

200 linear feet of new curbstone, furnished and set.

510 linear feet of old curbstone, rejointed, recut on top and reset.

The time allowed for the completion of the work will be thirty (30) consecutive working days.

The amount of security required will be One Thousand Three Hundred Dollars ($1,300).

No. 6. FOR PAVING WITH ASPHALT BLOCKS ON A CONCRETE FOUNDATION THE ROADWAY OF AQUEDUCT AVE., FROM THE SOUTHERLY CROSSWALK AT BURNSIDE AVE. TO THE NORTHERLY SIDE OF 181ST ST., AND SETTING CURB WHERE NECESSARY, TOGETHER WITH ALL WORK INCIDENTAL THERETO (PERMANENT PAVEMENT).

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

11,380 square yards of completed asphalt block pavement (3-inch blocks), and keeping the same in repair for five years from date of acceptance.

900 square yards of completed asphalt block pavement (3-inch blocks), not to be kept in repair.

2,300 cubic yards of Class B concrete, including mortar bed.

1,000 linear feet of new curbstone, furnished and set.

2,350 linear feet of old curbstone, rejointed, recut on top and reset.

2 standard receiving basins rebuilt.

The time allowed for the completion of the work will be eighty (80) consecutive working days.

The amount of security required will be Twelve Thousand Dollars ($12,000).

No. 7. FOR PAVING WITH ASPHALT BLOCKS ON A CONCRETE FOUNDATION THE ROADWAY OF E. 165TH ST., FROM INTERVALE AVE. TO WESTCHESTER AVE., AND SETTING CURB WHERE NECESSARY, TOGETHER WITH ALL WORK INCIDENTAL THERETO (PERMANENT PAVEMENT).

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

3,050 square yards of completed asphalt block pavement (3-inch blocks), and keeping the same in repair for five years from date of acceptance.

625 cubic yards of Class B concrete, including mortar bed.

780 linear feet of new curbstone, furnished and set.

770 linear feet of old curbstone, rejointed, recut on top and reset.

The time allowed for the completion of the work will be forty (40) consecutive working days.

The amount of security required will be Three Thousand Dollars ($3,000).

No. 8. FOR PAVING WITH BITUMINOUS CONCRETE ON A CEMENT CONCRETE FOUNDATION THE ROADWAY OF VYSE AVE., FROM E. 172D ST. TO E. 173D ST.; ADJUSTING CURB WHERE NECESSARY, TOGETHER WITH ALL WORK INCIDENAL THERETO (PRELIMINARY PAVEMENT).

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

2,035 square yards of completed bituminous concrete pavement, and keeping the pavement in repair for five years from date of acceptance.

230 cubic yards of Class B concrete.

600 linear feet of curbstone, adjusted.

The time allowed for the completion of the work will be twenty (20) consecutive working days.

The amount of security required will be One Thousand Four Hundred Dollars ($1,400).

No. 9. FOR PAVING WITH BITUMINOUS CONCRETE ON A CEMENT CONCRETE FOUNDATION THE ROADWAY OF AQUEDUCT AVE., FROM FORDHAM ROAD TO KINGSBRIDGE ROAD; ADJUSTING CURB WHERE NECESSARY, TOGETHER WITH ALL WORK INCIDENTAL THERETO (PRELIMINARY PAVEMENT).

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

9,600 square yards of completed bituminous concrete pavement and keeping the pavement in repair for five years from date of acceptance.

5,350 square yards of completed bituminous concrete pavement, not to be kept in repair.

1,675 cubic yards of Class B concrete.

3,200 linear feet of curbstone, adjusted.

The time allowed for the completion of the work will be fifty (50) consecutive working days.

The amount of security required will be Eight Thousand Seven Hundred Dollars ($8,700).

Blank forms can be obtained upon application therefor, the plans and specifications may be seen and other information obtained at said office.

CYRUS C. MILLER, President.

o4,17

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

BOARD OF ESTIMATE AND APPORTIONMENT.

Public Improvement Matters.

NOTICE IS HEREBY GIVEN THAT THE Board of Estimate and Apportionment of The City of New York, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York so as to lay out a public park bounded by Hamilton place, Amsterdam avenue and West 143d street, Borough of Manhattan, and that a meeting of said Board will be held in Room 18 (Aldermanic Chamber), City Hall, Borough of Manhattan, City of New York, on October 17, 1912, at 10.30 o'clock a. m., at which such proposed change will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by the Board on September 19, 1912, notice of the adoption of which is hereby given, viz.:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York by laying out a public park bounded by Hamilton place, Amsterdam avenue and West 143d street, in the Borough of Manhattan, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the President of the Borough and dated August 6, 1912.

Resolved, That this Board consider the proposed change at a meeting of the Board, to be held in the City Hall, Borough of Manhattan, City of New York, on the 17th day of October, 1912, at 10.30 o'clock a. m.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby that the proposed change will be considered at a meeting of the Board to be held at the aforesaid time and place, to be published in the CITY RECORD for ten days continuously, Sundays and legal holidays excepted, prior to the 17th day of October, 1912.

Dated October 3, 1912.

JOSEPH HAAG, Secretary, 277 Broadway; Telephone, 2280 Worth. o3,15

NOTICE IS HEREBY GIVEN THAT THE Board of Estimate and Apportionment of The City of New York, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York so as to change the grades of the street system bounded by Albany avenue, Union street, Utica avenue and Maple street, Borough of Brooklyn, and that a meeting of said Board will be held in Room 18 (Aldermanic Chamber), City Hall, Borough of Manhattan, City of New York, on October 17, 1912, at 10.30 o'clock a. m., at which such proposed change will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by the Board on September 19, 1912, notice of the adoption of which is hereby given, viz.:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York by changing the grades of the street system bounded by Albany avenue, Union street, Utica avenue and Maple street, in the Borough of Brooklyn, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the Commissioner of Public Works of the Borough and dated July 1, 1912.

Resolved, That this Board consider the proposed change at a meeting of the Board, to be held in the City Hall, Borough of Manhattan, City of New York, on the 17th day of October, 1912, at 10.30 o'clock a. m.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby that the proposed change will be considered at a meeting of the Board, to be held at the aforesaid time and place, to be published in the CITY RECORD and the corporation newspapers for ten days continuously, Sundays and legal holidays excepted, prior to the 17th day of October, 1912.

Dated October 3, 1912.

JOSEPH HAAG, Secretary, 277 Broadway; Telephone, 2280 Worth. o3,15

NOTICE IS HEREBY GIVEN THAT THE Board of Estimate and Apportionment of The City of New York, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York so as to change the lines and grades of the street system bounded approximately by Coney Island avenue, Beverly road, Flatbush avenue, Farragut road, Ocean avenue and Avenue G, Borough of Brooklyn, and that a meeting of said Board will be held in Room 18 (Aldermanic Chamber), City Hall, Borough of Manhattan, City of New York, on October 17, 1912, at 10.30 o'clock a. m., at which such proposed change will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by the Board on September 19, 1912, notice of the adoption of which is hereby given, viz.:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York by changing the lines and grades of the street system bounded approximately by Coney Island avenue, Beverly road, Flatbush avenue, Farragut road, Ocean avenue and Avenue G, in the Borough of Brooklyn, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the Commissioner of Public Works of the Borough and dated May 1, 1912.

Resolved, That this Board consider the proposed change at a meeting of the Board, to be held in the City Hall, Borough of Manhattan, City of New York, on the 17th day of October, 1912, at 10.30 o'clock a. m.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby that the proposed change will be considered at a meeting of the Board, to be held at the aforesaid time and place, to be published in the CITY RECORD and the corporation newspapers for ten days continuously, Sundays and legal holidays excepted, prior to the 17th day of October, 1912.

Dated October 3, 1912.

JOSEPH HAAG, Secretary, 277 Broadway; Telephone, 2280 Worth. o3,15

NOTICE IS HEREBY GIVEN THAT THE Board of Estimate and Apportionment of The City of New York, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York so as to change the lines and grades of the street system bounded by Barry street, Longwood avenue, Tiffany street, Randall avenue and Leggett avenue, Borough of The Bronx, and that a meeting of said Board will be held in Room 18 (Aldermanic Chamber), City Hall, Borough of Manhattan, City of New York, on October 17, 1912, at 10.30 o'clock a. m., at which such proposed change will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by the Board on September 19, 1912, notice of the adoption of which is hereby given, viz.:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York by changing the lines and grades of the street system bounded by Barry street, Longwood avenue, Tiffany street, Randall avenue and Leggett avenue, in the Borough of The Bronx, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the President of the Borough and dated May 10, 1912.

Resolved, That this Board consider the proposed change at a meeting of the Board, to be held in the City Hall, Borough of Manhattan, City of New York, on the 17th day of October, 1912, at 10.30 o'clock a. m.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby that the proposed change will be considered at a meeting of the Board, to be held at the aforesaid time and place, to be published in the CITY RECORD for ten days continuously, Sundays and legal holidays excepted, prior to the 17th day of October, 1912.

Dated October 3, 1912.

JOSEPH HAAG, Secretary, 277 Broadway; Telephone, 2280 Worth. o3,15

NOTICE IS HEREBY GIVEN THAT THE Board of Estimate and Apportionment of The City of New York, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York so as to change the westerly line of Cottage place, between Crotona Park South and East 170th street, Borough of The Bronx, and that a meeting of said Board will be held in Room 18 (Aldermanic Chamber), City Hall, Borough of Manhattan, City of New York, on October 17, 1912, at 10.30 o'clock a. m., at which such proposed change will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by the Board on September 19, 1912, notice of the adoption of which is hereby given, viz.:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York by changing the westerly line of Cottage place, between Crotona Park South and East 170th street, in the Borough of The Bronx, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the President of the Borough and dated July 2, 1912.

Resolved, That this Board consider the proposed change at a meeting of the Board, to be held in the City Hall, Borough of Manhattan, City of New York, on the 17th day of October, 1912, at 10.30 o'clock a. m.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby that the proposed change will be considered at a meeting of the Board, to be held at the aforesaid time and place, to be published in the CITY RECORD for ten days continuously, Sundays and legal holidays excepted, prior to the 17th day of October, 1912.

Dated October 3, 1912.

JOSEPH HAAG, Secretary, 277 Broadway; Telephone, 2280 Worth. o3,15

NOTICE IS HEREBY GIVEN THAT THE Board of Estimate and Apportionment of The City of New York, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York so as to change the grade of Jerome avenue, between Morris avenue and Minerva place, and of East 198th street, between Jerome avenue and Creston avenue, Borough of The Bronx, and that a meeting of said Board will be held in Room 18 (Aldermanic Chamber), City Hall, Borough of Manhattan, City of New York, on October 17, 1912, at 10.30 o'clock a. m., at which such proposed change will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by the Board on September 19, 1912, notice of the adoption of which is hereby given, viz.:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York by changing the grade of Jerome avenue, between Morris avenue and Minerva place, and of East 198th street, between Jerome avenue and Creston avenue, in the Borough of The Bronx, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the Secretary of the Board of Estimate and Apportionment and dated August 16, 1912.

Resolved, That this Board consider the proposed change at a meeting of the Board to be held in the City Hall, Borough of Manhattan, City of New York, on the 17th day of October, 1912, at 10.30 o'clock a. m.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby that the proposed change will be considered at a meeting of the Board, to be held at the aforesaid time and place, to be published in the CITY RECORD for ten days continuously, Sundays and legal holidays excepted, prior to the 17th day of October, 1912.

Dated October 3, 1912.

JOSEPH HAAG, Secretary, 277 Broadway; Telephone, 2280 Worth. o3,15

NOTICE IS HEREBY GIVEN THAT THE Board of Estimate and Apportionment of The City of New York, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York so as to change the lines of the street system bounded by Fitting street, Greenpoint avenue, Skillman avenue, 5th street and Queens boulevard, 2d Ward, Borough of Queens, and that a meeting of said Board will be held in Room 18 (Aldermanic Chamber), City Hall, Borough of Manhattan, City of New York, on October 17, 1912, at 10.30 o'clock a. m., at which such proposed change will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by the Board on September 19, 1912, notice of the adoption of which is hereby given, viz.:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York by changing the lines of the street system bounded by Fitting street, Greenpoint avenue, Skillman avenue, 5th street and Queens boulevard, in the 2d Ward, Borough of Queens, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the President of the Borough and dated April 1, 1912.

Resolved, That this Board consider the proposed change at a meeting of the Board to be held in the City Hall, Borough of Manhattan, City of New York, on the 17th day of October, 1912, at 10.30 o'clock a. m.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby that the proposed change will be considered at a meeting of the Board, to be held at the aforesaid time and place, to be published in the CITY RECORD for ten days continuously, Sundays and legal holidays excepted, prior to the 17th day of October, 1912.

Dated October 3, 1912.

JOSEPH HAAG, Secretary, 277 Broadway; Telephone, 2280 Worth. o3,15

NOTICE IS HEREBY GIVEN THAT THE Board of Estimate and Apportionment of The City of New York, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York so as to lay out the lines and grades of Broadway, from 21st avenue to Jackson avenue, Borough of Queens, and that a meeting of said Board will be held in Room 18 (Aldermanic Chamber), City Hall, Borough of Manhattan, City of New York, on October 17, 1912, at 10.30 o'clock a. m., at which such proposed change will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by the Board on September 19, 1912, notice of the adoption of which is hereby given, viz.:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York by laying out the lines and grades of Broadway, from 21st avenue to Jackson avenue, in the Borough of Queens, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the President of the Borough and dated February 24, 1912.

Resolved, That this Board consider the proposed change at a meeting of the Board to be held in the City Hall, Borough of Manhattan, City of New York, on the 17th day of October, 1912, at 10.30 o'clock a. m.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby that the proposed change will be considered at a meeting of the Board, to be held at the aforesaid time and place, to be published in the CITY RECORD for ten days continuously, Sundays and legal holidays excepted, prior to the 17th day of October, 1912.

Dated October 3, 1912.

JOSEPH HAAG, Secretary, 277 Broadway; Telephone, 2280 Worth. o3,15

NOTICE IS HEREBY GIVEN THAT THE Board of Estimate and Apportionment of The City of New York, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York so as to lay out the lines and grades of the street system of Section 11 of the Final Maps, Borough of Queens, and that a meeting of said Board will be held in Room 18 (Aldermanic Chamber), City Hall, Borough of Manhattan, City of New York, on October 17, 1912, at 10.30 o'clock a. m., at which such proposed change will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by the Board on September 19, 1912, notice of the adoption of which is hereby given, viz.:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York by laying out the lines and grades of the street system within the area designated as Section 11 of the Final Maps, bounded approximately by Betts avenue, Queens boulevard, 4th street, Grout avenue, 5th street, Mansion place, Schroeder place, Grout avenue, Hyatt avenue, Queens boulevard, Fisk avenue, Railroad avenue, Columbia avenue, Stoutenburgh street, Hyatt avenue, Fulton street, Maurice avenue, Tyler avenue, Drake avenue and Stedman avenue, in the Borough of Queens, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the President of the Borough and dated June 24, 1912.

Resolved, That this Board consider the proposed change at a meeting of the Board to be held in the City Hall, Borough of Manhattan, City of New York, on the 17th day of October, 1912, at 10.30 o'clock a. m.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby that the proposed change will be considered at a meeting of the Board, to be held at the aforesaid time and place, to be published in the City Record for ten days continuously, Sundays and legal holidays excepted, prior to the 17th day of October, 1912.

Dated October 3, 1912.

JOSEPH HAAG, Secretary, 277 Broadway; Telephone, 2280 Worth. o3,15

NOTICE IS HEREBY GIVEN THAT THE Board of Estimate and Apportionment of The City of New York, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York so as to change the lines and grades of the street system bounded by Hyatt avenue, Fulton street, Burrough avenue, Van Houten street, Van Sinderen street, Falkner street, Fisk avenue, Hull avenue, Ramsey street, Grand street and Borden avenue, 2d Ward, Borough of Queens, and that a meeting of said Board will be held in Room 18 (Aldermanic Chamber), City Hall, Borough of Manhattan, City of New York, on October 17, 1912, at 10.30 o'clock a. m., at which such proposed change will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by the Board on September 19, 1912, notice of the adoption of which is hereby given, viz.:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York by changing the lines and grades of the street system bounded by Hyatt avenue, Fulton street, Burrough avenue, Van Houten street, Van Sinderen street, Falkner street, Fisk avenue, Hull avenue, Ramsey street, Grand street and Borden avenue, in the 2d Ward, Borough of Queens, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the President of the Borough and dated March 20, 1912.

Resolved, That this Board consider the proposed change at a meeting of the Board to be held in the City Hall, Borough of Manhattan, City of New York, on the 17th day of October, 1912, at 10.30 o'clock a. m.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby that the proposed change will be considered at a meeting of the Board to be held at the aforesaid time and place, to be published in the City Record for ten days continuously, Sundays and legal holidays excepted, prior to the 17th day of October, 1912.

Dated October 3, 1912.

JOSEPH HAAG, Secretary, 277 Broadway; Telephone, 2280 Worth. o3,15

NOTICE IS HEREBY GIVEN THAT AT THE meeting of the Board of Estimate and Apportionment held on September 19, 1912, the following resolutions were adopted:

Whereas, The Board of Estimate and Apportionment of The City of New York is considering the advisability of laying out new streets and making changes in the lines and grades of existing streets within the territory bounded approximately by Holland avenue, Washington avenue, Old Stone road, Wyona avenue, Arthur Kill and Kill Van Kull, in the Borough of Richmond, as shown upon tentative maps bearing the signature of the President of the Borough, and dated September 11, 1911; be it

Resolved, That this Board will give an informal hearing in the matter at a meeting of the Board to be held in the City Hall, Borough of Manhattan, City of New York on the 17th day of October, 1912, at 10.30 o'clock in the forenoon.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby to be published in the City Record prior to the 17th day of October, 1912.

Dated October 3, 1912.

JOSEPH HAAG, Secretary, 277 Broadway. Telephone, 2280 Worth. o3,15

NOTICE IS HEREBY GIVEN THAT AT THE meeting of the Board of Estimate and Apportionment held on September 19, 1912, the following resolutions were adopted:

Whereas, The Board of Estimate and Apportionment of The City of New York on February 11, 1910, authorized the acquisition of title to the lands and premises required for the widening of Crescent street, from South Jane street to 13th street, and for the opening of Nott avenue, from Hunter avenue to Jackson avenue, in the Borough of Queens, and directed that the entire cost and expense of the foregoing improvement should be borne and paid by the Borough of Queens; and

Whereas, The Board of Estimate and Apportionment is considering the advisibality of reconsidering its action with respect to the distribution of the cost and expense of said proceeding, and of making a new determination concerning the same, in conformity with the provisions of chapter 679 of the Laws of 1911;

Resolved, That the Board of Estimate and Apportionment will hold a public hearing in the City Hall, Borough of Manhattan, City of New York, on Thursday, October 17, 1912, at 10.30 o'clock a. m., at which all persons interested will be given an opportunity to be heard upon the proposed reconsideration and redetermination concerning the distribution of the cost and expense of the aforesaid proceeding so as to place 75 per cent of the entire cost and expense thereof upon the Borough of Queens, and the remaining 25 per cent. of the entire cost and expense upon the local area fixed by the said Board when the proceeding was authorized on February 11, 1910, which area is bounded and described as follows:

Beginning at a point on the centre line of the Queensboro Bridge where it is intersected by the prolongation of a line midway between William street and Ely avenue, and running thence eastwardly along the centre line of the Queensboro Bridge to the intersection with the prolongation of a line midway between Prospect street and Radde street; thence southwestwardly along the said line midway between Prospect street and Radde street, and along the prolongations of the said line to the intersection with the prolongation of a line midway between Queens street and Dutch Kills street; thence southeastwardly along the said line midway between Queens street and Dutch Kills street, and along the prolongation of the said line to the intersection with the northwesterly boundary line of the Sunnyside Yard; thence generally southwestwardly along the said boundary line of the Sunnyside Yard to the intersection with the southwesterly line of Arch street; thence northwestwardly along the southwesterly line of Arch street to a point distant 100 feet southeasterly from the southeasterly line of Jackson avenue; thence southwestwardly and always distant 100 feet southeasterly from and parallel with the southeasterly line of Jackson avenue to the intersection with a line distant 100 feet westerly from and parallel with the westerly line of Van Alst avenue, the said distance being measured at right angles to Van Alst avenue; thence generally northwardly and always distant 100 feet westerly from and parallel with the westerly line of Van Alst avenue to the intersection with a line parallel with Harris avenue and passing through a point on the easterly line of Ely avenue midway between Henry street and Harris avenue; thence eastwardly along the said line parallel with Harris avenue to the intersection with a line midway between William street and Ely avenue; thence northwardly along the said line midway between William street and Ely avenue and along the prolongation of the said line to the point or place of beginning.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby to be published in the City Record for ten days continuously, Sundays and legal holidays excepted, prior to the 17th day of October, 1912.

Dated October 3, 1912.

JOSEPH HAAG, Secretary, 277 Broadway. Telephone, 2280 Worth. o3,15

NOTICE IS HEREBY GIVEN THAT AT THE meeting of the Board of Estimate and Apportionment held on September 19, 1912, the following resolutions were adopted:

Whereas, The Board of Estimate and Apportionment of The City of New York is considering the advisability of instituting proceedings to acquire title to the lands and premises required for the opening and extending of 46th street (National avenue), from Astoria avenue (Flushing avenue) to Roosevelt avenue, in the Borough of Queens, City of New York.

Whereas, The Board of Estimate and Apportionment is authorized and required at the time of the adoption of the resolution directing the institution of proceedings to acquire title to the lands required for the foregoing improvement to fix and determine upon an area or areas of assessment for benefit for said proceedings;

Resolved, That the Board of Estimate and Apportionment, in pursuance of the provisions of section 980 of the Greater New York Charter, as amended, hereby gives notice that the following is the proposed area of assessment for benefit in these proceedings:

Beginning at a point on a line distant 100 feet northerly from and parallel with the northerly line of Astoria avenue, the said distance being measured at right angles to Astoria avenue where it is intersected by the prolongation of a line midway between 46th street and 47th street as these streets are laid out between Burnside avenue and Jackson avenue and running thence southwardly along the said line midway between 46th street and 47th street and along the prolongations of the said line to the intersection with the prolongation of a line distant 100 feet easterly from and parallel with the easterly line of 46th street as this street is laid out between Fillmore avenue and Polk avenue, the said distance being measured at right angles to 46th street; thence southwardly and always distant 100 feet easterly from and parallel with the easterly line of 46th street and the prolongations thereof to the intersection with the prolongation of a line midway between Roosevelt avenue and Gunther street as these streets are laid out east of Alburtus avenue; thence westwardly along the said prolongation of a line midway between Roosevelt avenue and Gunther street to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the centre lines of 45th street and 46th street as these streets are laid out between Polk avenue and Sackett street; thence northwardly along the said bisecting line to the intersection with the southerly line of Polk avenue; thence northwardly in a straight line to a point on the northerly line of Polk avenue where it is intersected by a line midway between 45th street and 46th street as these streets are laid out between Fillmore avenue and Polk avenue; thence northwardly along the said line midway between 45th street and 46th street to the intersection with the southerly line of Fillmore avenue; thence northwardly in a straight line to a point on the northerly line of Fillmore avenue where it is intersected by a line distant 100 feet westerly from and parallel with the westerly line of 46th street as this street is laid out north of Fillmore avenue, the said distance being measured at right angles to 46th street; thence northwardly along the said line parallel with 46th street to the intersection with a line parallel with Astoria avenue and passing through the point of beginning; thence eastwardly along the said line parallel with Astoria avenue to the point or place of beginning.

Resolved, That this Board consider the proposed area of assessment at a meeting of the Board to be held in The City of New York, Borough of Manhattan, in the City Hall, on the 17th day of October, 1912, at 10.30 a. m., and that at the same time and place a public hearing thereon will then and there be had.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby to be published in the City Record for ten days prior to the 17th day of October, 1912.

Dated October 3, 1912.

JOSEPH HAAG, Secretary, 277 Broadway. Telephone, 2280 Worth. o3,15

NOTICE IS HEREBY GIVEN THAT AT THE meeting of the Board of Estimate and Apportionment held on September 19, 1912, the following resolutions were adopted:

Whereas, The Board of Estimate and Apportionment of The City of New York is considering the advisability of instituting proceedings to acquire title to the lands and premises required for the opening and extending of Sanford street, from Sherman street to Vernon avenue, in the Borough of Queens, City of New York; and

Whereas, The Board of Estimate and Apportionment is authorized and required at the time of the adoption of the resolution directing the institution of proceedings to acquire title to the lands required for the foregoing improvement to fix and determine upon an area or areas of assessment for benefit for said proceedings;

Resolved, That the Board of Estimate and Apportionment, in pursuance of the provisions of section 980 of the Greater New York Charter, as amended, hereby gives notice that the following is the proposed area of assessment for benefit in these proceedings:

Beginning at a point on a line bisecting the angle formed by the intersection of the prolongations of the southerly line of Broadway and the northerly line of Sanford street as these streets adjoin Vernon avenue on the west, distant 100 feet northwesterly from the northwesterly line of Vernon avenue, the said distance being measured at right angles to Vernon avenue, and running thence eastwardly along the said bisecting line to the intersection with the centre line of the Boulevard; thence southwardly along the centre line of the Boulevard to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the southerly line of Ridge street and the northerly line of Sanford street; thence eastwardly along the said bisecting line to the intersection with the prolongation of a line midway between Marion street and Sherman street as these streets are laid out at Graham avenue; thence southwardly along the said line midway between Marion street and Sherman street and along the prolongation of the said line to the intersection with the prolongation of a line midway between Graham avenue and Sanford street as these streets are laid out between Hancock street and Hamilton street; thence westwardly along the said line midway between Graham avenue and Sanford street and along the prolongations of the said line to a point distant 100 feet northwesterly from the northwesterly line of Vernon avenue, the said distance being measured at right angles to Vernon avenue; thence generally northeastwardly and always distant 100 feet northwesterly from and parallel with the northwesterly line of Vernon avenue to the point or place of beginning.

Resolved, That this Board consider the proposed area of assessment at a meeting of the Board to be held in The City of New York, Borough of Manhattan, in the City Hall, on the 17th day of October, 1912, at 10.30 a. m., and that at the same time and place a public hearing thereon will then and there be had.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby to be published in the City Record for ten days prior to the 17th day of October, 1912.

Dated October 3, 1912.

JOSEPH HAAG, Secretary, 277 Broadway. Telephone, 2280 Worth. o3,15

NOTICE IS HEREBY GIVEN THAT AT THE meeting of the Board of Estimate and Apportionment held on September 19, 1912, the following resolutions were adopted:

Whereas, The Board of Estimate and Apportionment of The City of New York is considering the advisability of instituting proceedings to acquire title to the lands and premises required for the opening and extending of 90th street, from Ridge boulevard to 3d avenue, in the Borough of Brooklyn, City of New York; and

Whereas, The Board of Estimate and Apportionment is authorized and required at the time of the adoption of the resolution directing the institution of proceedings to acquire title to the lands required for the foregoing improvement to fix and determine upon an area or areas of assessment for benefit for said proceeding:

Resolved, That the Board of Estimate and Apportionment, in pursuance of the provisions of section 980 of the Greater New York Charter, as amended, hereby gives notice that the following is the proposed area of assessment for benefit in this proceeding:

Beginning at a point on the prolongation of a line midway between 89th street and 90th street as these streets are laid out west of 3d avenue, distant 100 feet westerly from the westerly line of Ridge boulevard and running thence eastwardly along the said line midway between 89th street and 90th street and along the prolongations of the said line to the intersection with the centre line of 90th street as this street is laid out east of 3d avenue; thence eastwardly along the centre line of 90th street to the intersection with a line distant 100 feet easterly from and parallel with the easterly line of 3d avenue, the said distance being measured at right angles to 3d avenue; thence southwardly along the said line parallel with 3d avenue to the intersection with the centre line of 91st street; thence westwardly along the centre line of 91st street to the intersection with the prolongation of a line midway between 90th street and 91st street as these streets are laid out west of 3d avenue; thence westwardly along the said line midway between 90th street and 91st street and along the prolongations of the said line to the intersection with a line parallel with Ridge boulevard and passing through the point of beginning; thence northwardly along the said line parallel with Ridge boulevard to the point or place of beginning.

Resolved, That this Board consider the proposed area of assessment at a meeting of the Board to be held in The City of New York, Borough of Manhattan, in the City Hall, on the 17th day of October, 1912, at 10.30 a. m., and that at the same time and place a public hearing thereon will then and there be had.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby to be published in the City Record and the corporation newspapers for ten days prior to the 17th day of October, 1912.

Dated October 3, 1912.

JOSEPH HAAG, Secretary, 277 Broadway. Telephone, 2280 Worth. o3,15

NOTICE IS HEREBY GIVEN THAT AT THE meeting of the Board of Estimate and Apportionment held on September 19, 1912, the following resolutions were adopted:

Whereas, The Board of Estimate and Apportionment of The City of New York, on May 21, 1909, adopted a resolution providing for the acquiring of title to

Adams street, from Berrian street to the northerly line of the right of way of the New York, New Haven and Hartford Railroad.

Melville street, from Morris Park avenue to the northerly line of the right of way of the New York, New Haven and Hartford Railroad.

Van Buren street, from Morris Park avenue to the northerly line of the right of way of the New York, New Haven and Hartford Railroad, Borough of The Bronx.

—which proceeding was amended on June 13, 1912, so as to relate to the said streets, from Morris Park avenue to the New York, New Haven and Hartford Railroad; and

Whereas, The Board of Estimate and Apportionment is considering the advisability of further amending the said proceeding in so far as Adams street is concerned, so as to relate to this street, between Van Nest avenue and the New York, New Haven and Hartford Railroad, as shown on a map or plan adopted by the Board of Estimate and Apportionment July 11, 1912, and approved by the Mayor July 18, 1912.

Resolved, That the Board of Estimate and Apportionment, in pursuance of the provisions of the Greater New York Charter, hereby gives notice that the following is the proposed area of assessment for benefit in this proposed amended proceeding:

Bounded on the northwest by a line always distant 100 feet northwesterly from and parallel with the northwesterly line of Morris Park avenue, the said distance being measured at right angles to Morris Park avenue; on the northeast by a line midway between Melville street and Taylor street and by the prolongation of the said line; on the south by the northerly property line of the New York, New Haven and Hartford Railroad, and on the southwest by a line always distant 100 feet southwesterly from and parallel with the southwesterly line of Adams street and its prolongation, the said distance being measured at right angles to Adams street.

Resolved, That this Board consider the proposed area of assessment at a meeting of the Board to be held in The City of New York, Borough of Manhattan, in the City Hall, on the 17th day of October, 1912, at 10.30 a. m., and that at the same time and place a public hearing thereon will then and there be had.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby to be published in the City Record for ten days prior to the 17th day of October, 1912.

Dated October 3, 1912.

JOSEPH HAAG, Secretary, 277 Broadway; Telephone, 2280 Worth. o3,15

NOTICE IS HEREBY GIVEN THAT AT THE meeting of the Board of Estimate and Apportionment held on September 19, 1912, the following resolutions were adopted:

Whereas, The Board of Estimate and Apportionment of The City of New York is considering the advisability of amending the proceeding instituted by said Board on February 28, 1908, for acquiring title to

East 12th street, from Avenue H to Avenue T.

East 13th street, from Avenue H to Avenue T; and from Gravesend Neck road to Neptune avenue.

East 14th street, from Avenue D to Foster avenue; from Avenue H to Kings highway, and from Avenue V to Gravesend Neck road; and to

East 15th street, from Avenue H to Kings highway, and from Avenue V to Emmons avenue, excluding from each street the land occupied by the tracks of the Long Island Railroad; and also from East 13th street and East 15th street the land occupied by the tracks of the Brooklyn and Brighton Beach Railroad, in the Borough of Brooklyn.

—so as to relate to the aforesaid streets as shown upon a map or plan adopted by the Board of Estimate and Apportionment November 16, 1911, and approved by the Mayor November 28, 1911.

Resolved, That the Board of Estimate and Apportionment, in pursuance of the provisions of the Greater New York Charter, hereby gives notice that the following are the proposed areas of assessment for benefit in this proposed amended proceeding:

1. Bounded on the north by a line distant 100 feet northerly from and parallel with the northerly line of Dorchester road, the said distance being measured at right angles to the line of Dorchester road; on the east by a line midway between East 14th street and East 15th street; on the south by a line distant 100 feet southerly from and parallel with the southerly line of Foster avenue, the said distance being measured at right angles to the line of Foster avenue, and on the west by a line midway between East 13th street and East 14th street.

2. Beginning at a point on the line midway between East 15th street and East 16th street distant 100 feet northerly from the northerly line of Avenue H, and running thence southwardly along the line midway between East 15th street and East 16th street to a point distant 100 feet southerly from the southerly line of Avenue Q; thence westwardly and parallel with Avenue Q to the intersection with a line midway between East 13th street and East 14th street; thence southwardly along the said line midway between East 13th street and East 14th street to a point distant 100 feet southerly from the southerly line of Avenue T; thence westwardly and parallel with Avenue T to the intersection with a line midway between East 12th street and Coney Island avenue; thence northwardly and always midway between East 12th street and Coney Island avenue to a point distant 100 feet northerly from the northerly line of Avenue H; thence eastwardly and parallel with Avenue H to the point or place of beginning.

3. Beginning again at a point on the line midway between East 15th street and East 16th street, distant 100 feet northerly from the northerly line of Avenue V, and running thence southwardly along the line midway between East 15th street and East 16th street to a point distant 100 feet southerly from the southerly line of Emmons avenue, the said distance being measured at right angles to the line of Emmons avenue; thence westwardly and parallel with Emmons avenue to the intersection with the prolongation of a line midway between East 14th street and East 15th street; thence northwardly along the line midway between East 14th street and East 15th street to the centre line of Avenue W; thence westwardly along the centre line of Avenue W to the intersection with a line midway between East 13th street and East 14th street; thence southwardly along the said line midway between East 13th street and East 14th street and the prolongation thereof to a point distant 100 feet southerly from the southerly line of Emmons avenue; thence westwardly and always distant 100 feet from and parallel with the southerly lines of Emmons avenue and Neptune avenue to the intersection with the prolongation of a line midway between East 13th street and Snipe avenue; thence northwardly along the said line midway between East 13th street and Snipe avenue and the prolongation of the said line to the intersection with a line distant 100 feet northerly from and always parallel with the northerly line of Gravesend Neck road, the said distance being measured at right angles to the line of Gravesend Neck road; thence eastwardly and along the said line parallel with Gravesend Neck road to the intersection with a line midway between East 13th street and East 14th street; thence northwardly along the said line midway between East 13th street and East 14th street to a point distant 100 feet northerly from the northerly line of Avenue V; thence eastwardly and parallel with Avenue V to the point or place of beginning.

(The lines of the streets hereinbefore referred to are intended to be those as incorporated upon the City plan prior to November 16, 1911.)

Resolved, That this Board consider the proposed areas of assessment at a meeting of the Board to be held in The City of New York, Borough of Manhattan, in the City Hall, on the 17th day of October, 1912, at 10.30 o'clock a. m., and that at the same time and place a public hearing thereon will then and there be had.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby to be published in the City Record and the corporation newspapers for ten days prior to the 17th day of October, 1912.

Dated October 3, 1912.

JOSEPH HAAG, Secretary, 277 Broadway; Telephone, 2280 Worth. o3,15

DEPARTMENT OF HEALTH.

Department of Health of The City of New York, Southwest Corner of Centre and Walker Sts., Borough of Manhattan, The City of New York.

SEALED BIDS OR ESTIMATES WILL BE received by the Board of Health of the Department of Health until 10.30 o'clock a. m. on

MONDAY, OCTOBER 21, 1912,

FOR FURNISHING AND DELIVERING SIX (6) HORSES SUITABLE FOR AMBULANCE SERVICE TO THE DEPARTMENT OF HEALTH OF THE CITY OF NEW YORK.

The time for the delivery of the supplies and the performance of the contract is ninety (90) calendar days.

The amount of security required is fifty (50) per cent. of the amount of the bid.

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

Bids must be submitted in duplicate, each in a separate envelope. No bid will be accepted unless this provision is complied with.

Blank forms and further information may be obtained at the office of the Chief Clerk of the Department of Health, southwest corner of Centre and Walker sts., Borough of Manhattan.

ERNST J. LEDERLE, Ph.D., President; JOSEPH J. O'CONNELL, M.D., RHINELANDER WALDO, Board of Health.

Dated October 8, 1912. o8,21

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

Department of Health of The City of New York, Southwest Corner of Centre and Walker Sts., Borough of Manhattan, The City of New York.

SEALED BIDS OR ESTIMATES WILL BE received by the Board of Health of the Department of Health until 10.30 o'clock a. m. on

MONDAY, OCTOBER 21, 1912,

FOR FURNISHING AND DELIVERING ONE GASOLENE AUTOMOBILE TRUCK TO THE DEPARTMENT OF HEALTH OF THE CITY OF NEW YORK.

The time for the delivery of the supplies and the performance of the contract is thirty (30) calendar days.

The amount of security required is fifty (50) per cent. of the amount of the bid.

Bids will be compared and the contract awarded to the lowest bidder for the entire contract. Bids must be submitted in duplicate, each in a separate envelope. No bid will be accepted unless this provision is complied with.

Blank forms and further information may be obtained at the office of the Chief Clerk of the Department of Health, southwest corner of Centre and Walker sts., Borough of Manhattan.

ERNST J. LEDERLE, Ph.D., President; JOSEPH J. O'CONNELL, M.D., RHINELANDER WALDO, Board of Health.

Dated October 8, 1912. o8,21

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

DEPARTMENT OF HEALTH OF THE CITY OF NEW YORK, SOUTHWEST CORNER OF CENTRE AND WALKER STS., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Board of Health of the Department of Health until 10.30 o'clock a. m. on

FRIDAY, OCTOBER 11, 1912,

FOR FURNISHING AND DELIVERING, AS REQUIRED, FIFTEEN HUNDRED BARRELS OF PORTLAND CEMENT TO THE TUBERCULOSIS SANATORIUM AT OTISVILLE, ORANGE COUNTY, NEW YORK.

The time for the delivery of the supplies and the performance of the contract is three hundred and sixty-five (365) calendar days.

The amount of security required is fifty (50) per cent. of the amount of the bid.

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

Bids must be submitted in duplicate, each in a separate envelope. No bid will be accepted unless this provision is complied with.

Blank forms and further information may be obtained at the office of the Chief Clerk of the Department of Health, southwest corner of Centre and Walker sts., Borough of Manhattan.

ERNST J. LEDERLE, Ph.D., President; JOSEPH J. O'CONNELL, M.D., RHINELANDER WALDO, Board of Health.

Dated September 30, 1912. s30,o11

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

DEPARTMENT OF HEALTH OF THE CITY OF NEW YORK, SOUTHWEST CORNER OF CENTRE AND WALKER STS., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Board of Health of the Department of Health until 10.30 o'clock a. m. on

FRIDAY, OCTOBER 11, 1912,

FOR FURNISHING ALL NECESSARY LABOR AND MATERIALS REQUIRED FOR PAINTING CERTAIN INFANTS' MILK STATIONS IN THE BOROUGHS OF MANHATTAN, THE BRONX AND BROOKLYN, FOR THE DEPARTMENT OF HEALTH OF THE CITY OF NEW YORK.

The time for the completion of the work and the full performance of the contract is forty-five (45) consecutive working days.

The amount of security required is fifty per cent. (50%) of the amount of the bid.

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

Blank forms for the above work and further information may be obtained at the office of the Chief Clerk of the Department of Health, southwest corner of Centre and Walker sts., Borough of Manhattan, City of New York.

ERNST J. LEDERLE, Ph.D., President; JOSEPH J. O'CONNELL, M.D., RHINELANDER WALDO, Board of Health.

Dated September 30, 1912. s30,o11

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

DEPARTMENT OF EDUCATION.

DEPARTMENT OF EDUCATION, CORNER OF PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Buildings at the above office of the Department of Education until 3 o'clock p. m. on

MONDAY, OCTOBER 14, 1912,
Borough of Brooklyn,

FOR ITEM 1, INSTALLING HEATING AND VENTILATING APPARATUS AND ELECTRIC GENERATING EQUIPMENT IN BUSHWICK HIGH SCHOOL, ON THE SOUTHERLY SIDE OF IRVING AVE., ABOUT 260 FEET WEST OF PUTNAM AVE., BOROUGH OF BROOKLYN.

The time allowed to complete the whole work will be one hundred (100) working days, as provided in the contract.

The amount of security required is Forty Thousand Dollars ($40,000).

The bid to be submitted must include a separate proposal on each of the following propositions:

A—Plant with Fitzgibbons boilers.
B—Plant with Stirling boilers.
C—Plant with Milne boilers.
D—Ash conveyor, etc., with propositions B and C.

Bids will be compared and the contract will be awarded by the Committee on Buildings in a lump sum if proposition A is selected; in case either propositions B or C are selected the award will be made also in a lump sum on the aggregate of either B or C and D.

Bidders' attention is expressly called to the printed addenda which has been inserted in the specifications.

Blank forms, plans and specifications may be obtained or seen at the office of the Superintendent at Estimating Room, 9th floor, Hall of the Board of Education, Park ave. and 59th st., Borough of Manhattan, and also at Branch Office, No. 131 Livingston st., Borough of Brooklyn.

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

Dated October 2, 1912. o1,14

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

DEPARTMENT OF PARKS.

OFFICE OF DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE. AND 64TH ST., BOROUGH OF MANHATTAN, 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, OCTOBER 17, 1912,
Borough of Brooklyn.

FOR ALL LABOR AND MATERIALS REQUIRED FOR THE COMPLETION OF THE ABANDONED CONTRACT OF THE MASONRY CONSTRUCTION COMPANY, FOR REPAIRS AND THE ERECTION AND COMPLETION OF ADDITION TO THE LITCHFIELD MANSION, LOCATED IN PROSPECT PARK, BOROUGH OF BROOKLYN, TOGETHER WITH ALL THE WORK INCIDENTAL THERETO.

The time allowed for the completion of this contract will be ninety (90) days.

The amount of security required is Six Thousand Dollars ($6,000).

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

Blank forms and further information may be obtained at the office of Frank J. Helmle, 190 Montague st., Borough of Brooklyn, The City of New York, where plans and specifications may be seen.

CHARLES B. STOVER, President; THOMAS J. HIGGINS, MICHAEL J. KENNEDY, WALTER G. ELIOT, Commissioners of Parks.

o4,17

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

OFFICE OF DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE. AND 64TH ST., BOROUGH OF MANHATTAN, 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, OCTOBER 17, 1912,
Borough of Brooklyn.

FOR ALL MATERIALS AND LABOR REQUIRED FOR THE ERECTION OF THE SECOND PART OF GREENHOUSES FOR THE BROOKLYN BOTANIC GARDEN, TO BE SITUATED ON WASHINGTON AVE., OPPOSITE CROWN AND MONTGOMERY STS., BOROUGH OF BROOKLYN.

The time allowed for the completion of this contract will be one hundred (100) days.

The amount of the security required is Thirteen Thousand Dollars ($13,000).

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

Blank forms and further information may be obtained at the office of McKim, Mead & White, Architects, 160 5th ave., Borough of Manhattan, The City of New York, where plans and specifications may be seen.

CHARLES B. STOVER, President; THOMAS J. HIGGINS, MICHAEL J. KENNEDY, WALTER G. ELIOT, Commissioners of Parks.

o4,17

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

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE. AND 64TH ST., BOROUGH OF MANHATTAN, 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, OCTOBER 17, 1912,
Borough of Brooklyn.

FURNISHING AND DELIVERING FOUR (4) ARBORICULTURISTS' WAGONS AT PROSPECT PARK, BOROUGH OF BROOKLYN.

The time allowed for the completion of this contract will be sixty (60) days.

The amount of security required is Four Hundred Dollars ($400).

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

Bids must be submitted in duplicate.

Blank forms may be obtained at the office of the Department of Parks, Borough of Brooklyn, Litchfield Mansion, Prospect Park West and 5th st., Prospect Park, Brooklyn.

CHARLES B. STOVER, President; THOMAS J. HIGGINS, MICHAEL J. KENNEDY, WALTER G. ELIOT, Commissioners of Parks.

o4,17

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

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE. AND 64TH ST., BOROUGH OF MANHATTAN, 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, OCTOBER 17, 1912,
Borough of Brooklyn.

FOR FURNISHING AND DELIVERING FOUR THOUSAND (4,000) CUBIC YARDS OF TOP SOIL OR GARDEN MOLD AT PROSPECT PARK, BOROUGH OF BROOKLYN.

The time allowed for the completion of this contract will be sixty (60) days.

The amount of security required is One Thousand Five Hundred Dollars ($1,500).

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

Bids must be submitted in duplicate.

Blank forms may be obtained at the office of the Department of Parks, Borough of Brooklyn, Litchfield Mansion, Prospect Park West and 5th st., Prospect Park, Brooklyn.

CHARLES B. STOVER, President; THOMAS J. HIGGINS, MICHAEL J. KENNEDY, WALTER G. ELIOT, Commissioners of Parks.

o4,17

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

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE. AND 64TH ST., BOROUGH OF MANHATTAN, 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, OCTOBER 17, 1912,
Borough of Brooklyn.

FOR FURNISHING AND DELIVERING ONE HUNDRED (100) TONS OF HARDWOOD UNLEACHED WOOD ASHES AT PROSPECT PARK, BOROUGH OF BROOKLYN.

The time allowed for the completion of this contract will be sixty (60) days.

The amount of security required is One Thousand Dollars ($1,000).

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

Bids must be submitted in duplicate.

Blank forms may be obtained at the office of the Department of Parks, Borough of Brooklyn, Litchfield Mansion, Prospect Park West and 5th st., Prospect Park, Brooklyn.

CHARLES B. STOVER, President; THOMAS J. HIGGINS. MICHAEL J. KENNEDY, WALTER G. ELIOT, Commissioners of Parks.

o4,17

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

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE. AND 64TH ST., BOROUGH OF MANHATTAN, 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, OCTOBER 17, 1912,
Borough of Brooklyn.

FOR FURNISHING AND DELIVERING FIFTY (50) TONS OF FINE PULVERIZED BONE MEAL AND FIFTY (50) TONS OF PULVERIZED SHEEP MANURE AT PROSPECT PARK, BOROUGH OF BROOKLYN.

The time allowed for the completion of this contract will be sixty (60) days.

The amount of security required is One Thousand Seven Hundred and Fifty Dollars ($1,750).

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

Bids must be submitted in duplicate.

Blank forms may be obtained at the office of the Department of Parks, Borough of Brooklyn, Litchfield Mansion, Prospect Park West and 5th st., Prospect Park, Brooklyn.

CHARLES B. STOVER, President; THOMAS J. HIGGINS, MICHAEL J. KENNEDY, WALTER G. ELIOT, Commissioners of Parks.

o4,17

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

OFFICE OF DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE. AND 64TH ST., BOROUGH OF MANHATTAN, 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, OCTOBER 17, 1912,
Borough of Brooklyn,

FOR ALL LABOR AND MATERIALS REQUIRED FOR THE MANUFACTURING, FURNISHING, DELIVERY, ERECTION AND COMPLETION OF STEEL CASES AND OTHER EQUIPMENT IN THE CENTRAL MUSEUM OF THE BROOKLYN INSTITUTE OF ARTS AND SCIENCES, BOROUGH OF BROOKLYN, CITY OF NEW YORK.

The time allowed for the completion of this contract will be ninety (90) days.

The amount of the security required is Eight Hundred Dollars ($800).

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

Blank forms and further information may be obtained at the office of McKim, Mead & White, Architects, 160 5th ave., New York City, Borough of Manhattan, The City of New York, where plans and specifications may be seen.

CHARLES B. STOVER, President; THOMAS J. HIGGINS, MICHAEL J. KENNEDY, WALTER G. ELIOT, Commissioners of Parks.

o4.17

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

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE. AND 64TH ST., BOROUGH OF MANHATTAN, 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 OCTOBER 17, 1912,
Borough of Manhattan,

FOR FURNISHING AND SETTING AND RESETTING CURBSTONES AND PAVING WITH GRANOLITHIC PAVEMENT THE SIDEWALKS AROUND JOHN JAY PARK, IN THE BOROUGH OF MANHATTAN.

The amount of security required is Twenty-five Hundred Dollars ($2,500).

The time allowed to complete the whole work will be thirty-five (35) consecutive working days.

Certified check or cash in the sum of One Hundred Twenty-five Dollars ($125) must accompany bid.

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

Blank forms may be obtained and plans may be seen at the office of the Department of Parks, Arsenal, Central Park, 64th st. and 5th ave., Borough of Manhattan, New York City.

CHARLES B. STOVER, President; THOMAS J. HIGGINS, MICHAEL J. KENNEDY, WALTER G. ELIOT, Commissioners of Parks.

o4,17

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

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE. AND 64TH ST., BOROUGH OF MANHATTAN, 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, OCTOBER 10, 1912,
Borough of Queens,

FOR ALL LABOR AND MATERIALS REQUIRED FOR THE ERECTION AND COMPLETION OF A COMFORT STATION LOCATED IN KINGS PARK, BOROUGH OF QUEENS, TOGETHER WITH ALL THE WORK INCIDENTAL THERETO.

The amount of security required is Four Thousand Dollars ($4,000).

The time allowed to complete the work will be one hundred (100) consecutive working days.

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, Arsenal, Central Park, New York City.

CHARLES B. STOVER, President; THOMAS J. HIGGINS, MICHAEL J. KENNEDY, WALTER G. ELIOT, Commissioners of Parks.

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

DEPARTMENT OF CORRECTION.

DEPARTMENT OF CORRECTION, NO. 148 E. 20TH ST., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Correction at the above office until 11 o'clock a. m. on

TUESDAY, OCTOBER 22, 1912,

No. 1. FOR FURNISHING AND DELIVERING MEATS, GROCERIES, ETC.

The time for the delivery of the articles, materials and supplies and the performance of the contract is by or before December 31, 1912.

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

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per pound, ton, dozen, gallon, yard or other unit of measure, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the totals and awards made to the lowest bidder on each item.

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

Blank forms and further information may be obtained at the office of the Department of Correction, the Borough of Manhattan, No. 148 E. 20th st.

PATRICK A. WHITNEY, Commissioner.

Dated October 5, 1912. o9,22

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

DEPARTMENT OF CORRECTION, NO. 148 E. 20TH ST., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Correction at the above office until 11 o'clock a. m. on

TUESDAY, OCTOBER 22, 1912,

No. 1. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED TO MAKE THE NECESSARY REPAIRS AND COPPER THE STEAMER "HARTS ISLAND."

The time for the completion of the work and the full performance of the contract is by or before thirty (30) working days.

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

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

Blank forms and further information may be obtained at the office of the Department of Correction, the Borough of Manhattan, No. 148 E. 20th st.

PATRICK A. WHITNEY, Commissioner.

Dated October 5, 1912. o9,22

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

DEPARTMENT OF CORRECTION, NO. 148 E. 20TH ST., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Correction at the above office until 11 o'clock a. m. on

TUESDAY, OCTOBER 22, 1912,

No. 1. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED TO OVERHAUL AND REPLACE, WHERE NECESSARY, ALL WINDOW CASINGS, SASH AND WINDOW GUARDS, SCREENS, ETC., AT THE CITY PRISON, BOROUGH OF QUEENS.

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

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

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

Blank forms and further information may be obtained at the office of the Department of Correction, the Borough of Manhattan, No. 148 E. 20th st.

PATRICK A. WHITNEY, Commissioner.

Dated October 5, 1912. o9,22

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

DEPARTMENT OF CORRECTION, NO. 148 E. 20TH ST., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Correction at the above office until 11 o'clock a. m. on

TUESDAY, OCTOBER 22, 1912,

No. 1. FOR FURNISHING ALL THE LABOR AND MATERIALS FOR STEAMFITTING IN CONNECTION WITH FIREPROOFING THE WORKHOUSE ON BLACKWELLS ISLAND.

The time for the completion of the work and the full performance of the contract is by or before one hundred and seventy-five (175) calendar consecutive working days.

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

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

Blank forms and further information may be obtained at the office of Charles B. Meyers, Architect, No. 1 Union square west, Borough of Manhattan, The City of New York, where plans and specifications may be seen.

PATRICK A. WHITNEY, Commissioner.

Dated October 5, 1912. o9,22

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

DEPARTMENT OF CORRECTION, NO. 148 E. 20TH ST., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Correction at the above office until 11 o'clock a. m. on

TUESDAY, OCTOBER 22, 1912,

No. 1. FOR FURNISHING ALL LABOR AND MATERIALS FOR PLUMBING IN CONNECTION WITH FIREPROOFING THE WORKHOUSE ON BLACKWELLS ISLAND.

The time for the completion of the work and the full performance of the contract is by or before one hundred and seventy-five (175) calendar consecutive working days.

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

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

Blank forms and further information may be obtained at the office of Charles B. Meyers, Architect, No. 1 Union square west, Borough of Manhattan, The City of New York, where plans and specifications may be seen.

PATRICK A. WHITNEY, Commissioner.

Dated October 5, 1912. o9,22

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

DEPARTMENT OF CORRECTION, NO. 148 E. 20TH ST., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Correction at the above office until 11 o'clock a. m. on

TUESDAY, OCTOBER 22, 1912,

No. 1. FOR FURNISHING ALL LABOR AND MATERIALS FOR FIREPROOFING THE WORKHOUSE ON BLACKWELLS ISLAND.

The time for the completion of the work and the full performance of the contract is by or before one hundred and seventy-five (175) calendar consecutive working days.

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

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

Blank forms and further information may be obtained at the office of Charles B. Meyers, Architect, No. 1 Union square west, Borough of Manhattan, The City of New York, where plans and specifications may be seen.

PATRICK A. WHITNEY, Commissioner.

Dated October 5, 1912. o9.22

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

SUPREME COURT—FIRST DEPARTMENT.

FIRST DEPARTMENT.

In the matter of the application of The City of New York relative to acquiring title, wherever the same has not been heretofore acquired, to the lands, tenements and hereditaments required for the opening and extending of TREMONT AVENUE (One Hundred and Seventy-seventh street) (although not yet named by proper authority), from the eastern end of the proceeding now pending on that avenue at the Eastern boulevard to Fort Schuyler road, in the Twenty-fourth Ward, Borough of The Bronx, City of New York.

NOTICE IS HEREBY GIVEN THAT THE supplemental and amended final report of the Commissioners of Estimate and Assessment in the above-entitled matter will be presented for confirmation to the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part III., to be held in the County Court House, in the Borough of Manhattan, in The City of New York, on the 17th day of October, 1912, at 10.30 o'clock in the forenoon of that day; and that the said supplemental and amended final report has been deposited in the office of the Clerk of the County of New York, there to remain for and during the space of five days, as required by law.

Dated Borough of Manhattan, New York, October 10, 1912.

TIMOTHY POWER, SIDNEY B. HICKOX, Commissioners of Estimate and Assessment.

Joel J. Squier, Clerk. o10,16

FIRST DEPARTMENT.

In the matter of the application of The City of New York relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of LAFAYETTE AVENUE, from a line distant 150 feet northeasterly from and parallel with the northeasterly line of Edgewater road to Clasons Point road, in the Twenty-third and Twenty-fourth Wards, Borough of The Bronx, City of New York.

NOTICE IS HEREBY GIVEN TO ALL PERsons interested in the above entitled proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved and unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That the undersigned, Commissioners of Estimate, have completed their estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with them at their office Nos. 90 and 92 West Broadway, in the Borough of Manhattan, in The City of New York, on or before the 24th day of October, 1912, and that the said Commissioners will hear parties so objecting, and for that purpose will be in attendance at their said office on the 28th day of October, 1912, at 2 o'clock p. m.

Second—That the undersigned, Commissioner of Assessment, has completed his estimate of benefit and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with him at his office, Nos. 90 and 92 West Broadway, in the Borough of Manhattan, in The City of New York, on or before the 24th day of October, 1912, and that the said Commissioner will hear parties so objecting, and for that purpose will be in attendance at his said offiec on the 29th day of October, 1912, at 2 o'clock p. m.

Third—That the Commissioner of Assessment has assessed any or all such lands, tenements and hereditaments and premises as are within the area of assessment fixed and prescribed as the area of assessment for benefit by the Board of Estimate and Apportionment on the 4th day of June, 1909, and that the said area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of The Bronx, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point on the southwesterly line of Bronx River avenue, where it is intersected by the prolongation of a line midway between Seward avenue and Randall avenue, and running thence southwestwardly at right angles to Bronx River avenue to a point distant 150 feet northeasterly from the northeasterly line of Edgewater road, the said distance being measured at right angles to Edgewater road; thence northwestwardly and always distant 150 feet northeasterly from and parallel with the northeasterly line of Edgewater road to the intersection with the prolongation of a line midway between Ludlow avenue and Story avenue; thence eastwardly along the said line midway between Ludlow avenue and Story avenue, and along the prolongation of the said line, to the intersection with a line midway between Beach avenue and Taylor avenue; thence southwardly along the said line midway between Beach avenue and Taylor avenue to the intersection with a line parallel with Randall avenue, and passing through the point of beginning; thence westwardly along the said line parallel with Randall avenue to the point or place of beginning.

Fourth—That the abstracts of said estimate of damage and of said assessment for benefit, together with the damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by the Commissioners of Estimate and by the Commissioner of Assessment in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, Nos. 90 and 92 West Broadway, in the Borough of Manhattan, in said City, there to remain until the 28th day of October, 1912.

Fifth—That, provided there be no objections filed to either of said abstracts, the reports as to awards and as to assessments for benefit herein will be presented for confirmation to the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part III., to be held in the County Court House, in the Borough of Manhattan, in The City of New York, on the 12th day of December, 1912, at the opening of the Court on that day.

Sixth—In case, however, objections are filed to the foregoing abstracts of estimate and assessment, or to either of them the motion to confirm the reports as to awards and as to assessments shall stand adjourned to the date to be hereafter specified in the notice provided in such cases to be given in relation to filing the final reports, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated Borough of Manhattan, New York, October 1, 1912.

HENRY A. FRIEDMAN, Chairman; DANIEL J. DILLON, Commissioners of Estimate; HENRY A. FRIEDMAN, Commissioner of Assessment.

Joel J. Squier, Clerk. o4.22

FIRST DEPARTMENT.

In the matter of the application of The City of New York relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of DAVIDSON AVENUE, from Grand avenue to West One Hundred and Seventy-seventh street; of GRAND AVENUE, from Macombs road to Tremont avenue; of WEST ONE HUNDRED AND SEVENTY-SIXTH STREET, from Macombs road to Jerome avenue, and of WEST ONE HUNDRED AND SEVENTY-SEVENTH STREET, from Jerome avenue to Tremont avenue, in the Twenty-fourth Ward, Borough of The Bronx, City of New York.

NOTICE IS HEREBY GIVEN TO ALL PERsons interested in the above entitled proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved and unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That the undersigned, Commissioners of Estimate, have completed their estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with them at their office, Nos. 90 and 92 West Broadway, in the Borough of Manhattan, in The City of New York, on or before the 22d day of October, 1912, and that the said Commissioners will hear parties so objecting, and for that purpose will be in attendance at their said office on the 24th day of October, 1912, at 2 o'clock p. m.

Second—That the undersigned, Commissioner of Assessment, has completed his estimate of benefit and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with him at his office, Nos. 90 and 92 West Broadway, in the Borough of Manhattan, in The City of New York, on or before the 22d day of October, 1912, and that the said Commissioner will hear parties so objecting, and for that purpose will be in attendance at his said office on the 25th day of October, 1912, at 2 o'clock p. m.

Third—That the Commissioner of Assessment has assessed any or all such lands, tenements and hereditaments and premises as are within the area of assessment fixed and prescribed as the area of assessment for benefit by the Board of Estimate and Apportionment on the 17th day of December, 1909, and that the said area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of The Bronx, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point on the easterly line of Tremont avenue where it is intersected by the prolongation of a line distant 325 feet northerly from and parallel with the northerly line of West One Hundred and Seventy-seventh street, as laid out between Jerome avenue and Davidson avenue, the said distance being measured at right angles to the line of West One Hundred and Seventy-seventh street, and running thence eastwardly along the said line parallel with West One Hundred and Seventy-seventh street and the prolongation of the said line to the westerly line of Jerome avenue; thence eastwardly at right angles to the line of Jerome avenue to a point distant 100 feet easterly from the easterly line of Jerome avenue; thence southwardly and always distant 100 feet from and parallel with the easterly line of Jerome avenue to the intersection with a line at right angles to Jerome avenue, and passing through a point in the westerly line of Jerome avenue where it is intersected by a line which is the bisector of the angle formed by the intersection of the prolongations of the southerly line of West One Hundred and Seventy-sixth street and the northerly line of the unnamed street located between West One Hundred and Seventy-sixth street and Featherbed lane and extending from Davidson avenue to Jerome avenue; thence westwardly along the said line at right angles to Jerome avenue to the westerly line of Jerome avenue; thence westwardly along the aforesaid bisecting line to the intersection with a line midway between Davidson avenue and Jerome avenue as laid out immediately south of West One Hundred and Seventy-sixth street; thence southwardly along the said line midway between Davidson avenue and Jerome avenue and the prolongation of the said line to the intersection with a line which is the bisector of the angle formed by the intersection of the prolongations of the southerly line of Davidson avenue, as laid out immediately easterly from Grand avenue, and the northerly line of Featherbed lane, as laid out between Jerome avenue and Inwood avenue; thence westwardly along the said bisecting line to the intersection with a line distant 100 feet southerly from and parallel with the southerly line of Grand avenue, as laid out immediately east of Macombs road the said distance being measured at right angles to the line of Grand avenue; thence westwardly along the said line parallel with Grand avenue and the prolongation thereof to a point distant 100 feet westerly from the westerly line of Macombs road, the said distance being measured at right angles to the line of Macombs road; thence northwardly and always distant 100 feet from and parallel with the westerly line of Macombs road to the intersection with a line which is a normal to the easterly line of Macombs road at a point distant 225 feet northerly from its intersection with the northerly line of West One Hundred and Seventy-sixth street; thence eastwardly along the said normal line to a point distant 175 feet westerly from the westerly line of Harrison avenue, the said distance being measured at right angles to the line of Harrison avenue; thence northwardly and parallel with Harrison avenue to a point distant 100 feet northerly from the northerly line of Tremont avenue, the said distance being measured at right angles to the line of Tremont avenue; thence eastwardly and northwardly and always distant 100 feet from and parallel with the northerly and westerly line of Tremont avenue to the intersection with a line passing through the point of beginning and parallel with the line of the unnamed street immediately north of Tremont avenue and extending between Harrison avenue and Tremont avenue; thence eastwardly along the said line parallel with the said unnamed street to the point or place of beginning.

Fourth—That the abstracts of said estimate of damage and of said assessment for benefit, together with the damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by the Commissioners of Estimate and by the Commissioner of Assessment in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, Nos. 90 and 92 West Broadway, in the Borough of Manhattan, in said City, there to remain until the 24th day of October, 1912.

Fifth—That, provided there be no objections filed to either of said abstracts, the reports as to awards and as to assessments for benefit herein will be presented for confirmation to the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part III., to be held in the County Court House, in the Borough of Manhattan, in The City of New York, on the 12th day of December, 1912, at the opening of the Court on that day.

Sixth—In case, however, objections are filed to the foregoing abstracts of estimate and assessment, or to either of them, the motion to confirm the reports as to awards and as to assessments shall stand adjourned to the date to be hereafter specified in the notice provided in such cases to be given in relation to filing the final reports, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated Borough of Manhattan, New York, September 27, 1912.

E. MORTIMER BOYLE, Chairman; FRANK E. GORE, EDWARD G. LANE, Commissioners of Estimate; FRANK E. GORE, Commissioner of Assessment.

Joel J. Squier, Clerk. o2.19

SUPREME COURT—SECOND DEPARTMENT.

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title in fee wherever the same has not been heretofore acquired to the lands and premises required for the opening and extending of PANAMA STREET, from Rockaway road to the mean high water line of Jamaica Bay; of STANLEY AVENUE, from Shenandoah street to Panama street; and of SHENANDOAH STREET, from Stanley avenue to the land owned by The City of New York and used for a sewage disposal plant, in the Fourth Ward, Borough of Queens, City of New York.

NOTICE IS HEREBY GIVEN THAT THE final reports of the Commissioners of Estimate and of the Commissioner of Assessment in the above-entitled matter will be presented for confirmation to the Supreme Court of the State of New York, Second Department, at a Term thereof, Part I., to be held in the Queens County Court House, Long Island City, in the Borough of Queens, in The City of New York, on the 18th day of October, 1912, at the opening of the Court on that day; and that the said final reports have been deposited in the office of the Clerk of the County of Queens, there to remain for and during the space of five days, as required by law.

Dated Borough of Manhattan, New York, October 10, 1912.

EDWARD E. SPRAGUE, J. H. QUINLAN, WM. S. COGSWELL, Commissioners of Estimate; WM. S. COGSWELL, Commissioner of Assessment.

Walter C. Sheppard, Clerk. o10,16

SECOND DEPARTMENT.

In the matter of acquiring title by The City of New York to certain lands and premises situated on the easterly side of PENNSYLVANIA AVENUE, between Liberty and Glenmore avenues, in the Twenty-sixth Ward of the Borough of Brooklyn, in The City of New York, duly selected as a site for school purposes according to law.

NOTICE IS HEREBY GIVEN THAT BY AN order of the Supreme Court of the State of New York, dated the 16th day of September, 1912, Elmer G. Sammis, Raymond Gunnison and Walter F. Clayton were appointed Commissioners of Estimate and Appraisal in the above entitled proceeding.

Notice is further given that, pursuant to the statutes in such case made and provided, the said Elmer G. Sammis, Raymond Gunnison and Walter F. Clayton will attend at a Special Term of the Supreme Court for the hearing of motions, to be held at the County Court House, in the County of Kings, Borough of Brooklyn, in The City of New York, on the 21st day of October, 1912, at 10 o'clock in the forenoon of that day, for the purpose of being examined under oath by the Corporation Counsel of The City of New York, or by any person interested in said proceedings as to their qualifications to act as such Commissioners of Estimate and Appraisal in this proceeding.

Dated New York, October 8, 1912.

ARCHIBALD R. WATSON, Corporation Counsel, Borough Hall, Borough of Brooklyn, New York City, N. Y. o8,19

SECOND DEPARTMENT.

In the matter of the application of The City of New York relative to acquiring title, wherever the same has not been heretofore acquired, to the lands, tenements and hereditaments required for the opening and extending of FOURTEENTH STREET (although not yet named by proper authority), from Broadway to Mitchell avenue, in the Third Ward, Borough of Queens, 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 one of the Justices of the Supreme Court of the State of New York, Second Department, at a Special Term thereof, to be held for the hearing of motions at the County Court House, in the Borough of Brooklyn, in The City of New York, on the 18th day of October, 1912, at 10 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard thereon; and that the said bill of costs, charges and expenses has been deposited in the office of the Clerk of the County of Queens, there to remain for and during the space of ten days, as required by law.

Dated Borough of Manhattan, New York, October 3, 1912.

HARRISON S. MOORE, GASTON F. LIVETT, T. JEFFERSON BURNETT, Commissioners of Estimate and Assessment.

Walter C. Sheppard, Clerk. o3,15

SECOND DEPARTMENT.

In the matter of the application of The City of New York relative to acquiring title wherever the same has not been heretofore acquired, to the lands, tenements and hereditaments required for the opening and extending of BENSON AVENUE, from Bay Thirty-second street to Bay Thirty-fifth street, in the Thirtieth and Thirty-first Wards, Borough of Brooklyn, The City of New York.

NOTICE IS HEREBY GIVEN THAT THE bill of costs, charges and expenses incurred by reason of the proceedings in the above-entitled matter will be presented for taxation to one of the Justices of the Supreme Court of the State of New York, Second Department, at a Special Term thereof, to be held at the County Court House in the Borough of Brooklyn, in The City of New York, on the 14th day of October, 1912, at 10.30 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard thereon; and that the said bill of costs, charges and expenses has been deposited in the office of the Clerk of the County of Kings, there to remain for and during the space of ten days, as required by law.

Dated Borough of Brooklyn, New York, October 1, 1912.

J. HUNTER LACK, SOLON BARBANELL, Commissioners of Estimate.

Edward Riegelmann, Clerk. o1,11

SECOND DEPARTMENT.

In the matter of the application of The City of New York relative to acquiring title wherever the same has not been heretofore acquired, to the lands, tenements and hereditaments required for the opening and extending of MORGAN AVENUE, from Stagg street to Meeker avenue, in the Eighteenth Ward, Borough of Brooklyn, The City of New York.

NOTICE IS HEREBY GIVEN THAT THE supplemental and additional bill of costs, charges and expenses incurred by reason of the proceedings in the above-entitled matter will be presented for taxation to one of the Justices of the Supreme Court of the State of New York, Second Department, at a Special Term thereof, to be held at the County Court House in the Borough of Brooklyn, in The City of New York, on the 14th day of October, 1912, at 10.30 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard thereon; and that the said supplemental and additional bill of costs, charges and expenses has been deposited in the office of the Clerk of the County of Kings, there to remain for and during the space of ten days, as required by law.

Dated Borough of Brooklyn, New York, October 1, 1912.

PETER F. LYNAN, CHARLES H. WIGHT, SAMUEL EVANS MAIRES, Commissioners of Assessment.

Edward Riegelmann, Clerk. o1,11

SECOND DEPARTMENT.

In the matter of the application of The City of New York relative to acquiring title wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of BRAGAW STREET (although not yet named by proper authority), from Skillman avenue to Borden avenue, in the First Ward, Borough of Queens, 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 one of the Justices of the Supreme Court of the State of New York, Second Department, at a Special Term thereof, to be held for the hearing of motions, at the County Court House in the Borough of Brooklyn, in The City of New York, on the 15th day of October 1912, at 10 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard thereon; and that the said bill of costs, charges and expenses has been deposited in the office of the Clerk of the County of Queens, there to remain for and during the space of ten days, as required by law.

Dated Borough of Manhattan, New York, September 30, 1912.

DENNIS J. HARTE, C. AUGUSTUS POST, CHARLES A. WADLEY, Commissioners of Estimate; CHARLES A. WADLEY, Commissioner of Assessment.

Walter C. Sheppard, Clerk. s30,o10

SECOND DEPARTMENT.

In the matter of the application of The City of New York relative to acquiring title to FOSTER AVENUE, from Flatbush avenue to Nostrand avenue, in the Twenty-ninth Ward in the Borough of Brooklyn, The City of New York.

NOTICE IS HEREBY GIVEN THAT WILliam J. Bolger, John J. Kilcourse and David Hirschfield were appointed by an order of the Supreme Court, made and entered the 10th day of July, 1912, Commissioners of Estimate, and William J. Bolger, Commissioner of Assessment in the above-entitled proceeding.

Notice is also given that the above-named Commissioners will attend at a Special Term for the hearing of motions, appointed to be held at the Kings County Court House in the Borough of Brooklyn, The City of New York, on the 11th day of October, 1912, on the opening of the Court on that day, or as soon thereafter as counsel can be heard; and at said time and place, or at such other time and place as the Court may direct, the said Commissioners may be examined under oath as to their qualifications to act, and are subject to challenge by any party or person interested in this proceeding, as provided by section 973 of title 4 of chapter 17 of the Charter of The City of New York.

Dated New York, Borough of Brooklyn, September 30, 1912.

ARCHIBALD R. WATSON, Corporation Counsel. s30,o10

SECOND DEPARTMENT.

In the matter of the application of The City of New York relative to acquiring title, wherever the same has not been heretofore acquired, to the lands, tenements and hereditaments required for the opening and extending of FURMAN AVENUE (although not yet named by proper authority), from Maspeth avenue to Flushing avenue, in the Second Ward, Borough of Queens, City of New York, as amended by an order of the Supreme Court, duly made and entered in the office of the Clerk of the County of Queens, on the 30th day of August, 1911, so as to conform to the lines of said street as shown upon section 13 of the final maps of the Borough of Queens as adopted by the Board of Estimate and Apportionment on the 21st day of May, 1909, and approved by the Mayor on the 4th day of June, 1909, and also by excluding therefrom the two blocks between the southerly side of Grand avenue and the southerly side of Maspeth avenue.

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

First—That we have completed our estimate and assessment, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, and having objections thereto, do present their said objections in writing, duly verified, to us at our office, in the Municipal Building, Court House square, Long Island City, Borough of Queens, in The City of New York, on or before the 23d day of October, 1912, and that we, the said Commissioners, will hear parties so objecting, and for that purpose will be in attendance at our said office on the 25th day of October, 1912, at 3 o'clock p. m.

Second—That the abstracts of our said estimate and assessment, together with our damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by us in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, in the Municipal Building, Court House square, Long Island City, in the Borough of Queens, in said City, there to remain until the 25th day of October, 1912.

Third—That the limits of our assessment for benefit include all those lands, tenements and hereditaments and premises situate, lying and being in the Borough of Queens, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point formed by the intersection of the southeasterly line of Flushing avenue with the southwesterly line of Zeidler street, running thence southeasterly along the southwesterly line of Zeidler street one hundred and eight and eighty-one one-hundredths (108.81) feet; thence southwesterly along a straight line two hundred (200) feet to a point on the northeasterly line of Martin street, distant one hundred and twenty and fifty-six one-hundredths (120.56) feet from the southeasterly line of Flushing avenue; thence northwesterly along the northeasterly line of Martin street to its intersection with the southeasterly line of Flushing avenue; thence southwesterly along the southeasterly line of Flushing avenue to its intersection with the southeasterly prolongation of a line distant one hundred (100) feet from and parallel to the southwesterly line of Furman avenue; thence northwesterly along the said southeasterly prolongation and parallel line to the southwesterly line of Furman avenue to its intersection with a line parallel to and distant one hundred (100) feet northerly from the northerly line of Grand street; thence northeasterly along said parallel line to Grand street to its intersection with a line parallel to and distant one hundred (100) feet northeasterly from the northeasterly line of Furman avenue; thence southeasterly along the said parallel line to the northeasterly line of Furman avenue and its southeasterly prolongation to its intersection with the southeasterly line of Flushing avenue; thence southwesterly along the southeasterly line of Flushing avenue to the point or place of beginning.

Fourth—That, provided there be no objections filed to either of said abstracts, our final report herein will be presented for confirmation to the Supreme Court of the State of New York, Second Department, at 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 22d day of November, 1912, at the opening of the Court on that day.

Fifth—In case, however, objections are filed to either 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 hereafter 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 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated Borough of Manhattan, New York, September 27, 1912.

JAMES A. DAYTON, Chairman; W. J. HAMILTON, ANDREW McTIGUE, Commissioners.

Walter C. Sheppard, Clerk. o3,21

SECOND JUDICIAL DISTRICT.

NOTICE OF APPLICATION FOR THE APPOINTMENT OF COMMISSIONERS OF APPRAISAL.

Motion to Be Made in Second Judicial District.

Property to Be Acquired Located in County of Richmond.

City Aqueduct Department (Section No. 2), Catskill Aqueduct.

PUBLIC NOTICE IS HEREBY GIVEN THAT it is the intention of the Corporation Counsel of The City of New York, pursuant to the provisions of chapter 724 of the Laws of 1905, and the several statutes amendatory thereof and supplemental thereto, to make application to the Supreme Court of the State of New York at a Special Term thereof for the hearing of motions, to be held at the Kings County Court House, in the Borough of Brooklyn, in The City of New York, on the 14th day of October, 1912, in the Second Judicial District, at the opening of court on that day, or as soon thereafter as counsel can be heard thereon, for the appointment of three Commissioners of Appraisal to ascertain and appraise the compensation to be made to the owners and all persons interested in certain real estate in the Borough of Richmond, City of New York, laid down, as proposed to be taken or affected for the purpose indicated in said chapter 724 of the Laws of 1905, as amended, upon a certain map entitled:

> "City Aqueduct Department, Section 2, Board of Water Supply of The City of New York, map of real estate situated in The City of New York, County of Richmond and State of New York, to be acquired by The City of New York under the provisions of chapter 724 of the Laws of 1905, as amended, for the construction of a pipe line, Silver Lake reservoir and appurtenances, in the Borough of Richmond."

—which said map was prepared and approved by the Board of Water Supply of The City of New York on July 9, 1912, and adopted by the Board of Estimate and Apportionment of The City of New York on July 11, 1912, and which said map, prepared, approved and adopted as aforesaid, was filed on the 2d day of August, 1912, in the office of the Clerk of the County of Richmond.

The City of New York by this proceeding seeks to acquire an estate in fee simple in certain real property hereinafter described, excluding therefrom the property now owned by The City of New York, which is shown on the aforesaid map, with reference to the damage parcel numbers designated thereon, and a perpetual easement in other real property shown on said map, for the purpose of constructing, maintaining and operating in perpetuity a pipe line, Silver Lake reservoir and appurtenances, in the Borough of Richmond, and for the purpose of dedicating part of said property as shown on said map to The City of New York for park purposes in lieu of real estate under the jurisdiction of the Park Department of The City of New York, which has been acquired and is to be used for water supply purposes in pursuance of the provisions of chapter 724 of the Laws of 1905.

The following is a description of the real estate shown upon the map made, approved, adopted and filed as hereinbefore set forth, in which an estate in fee simple is to be acquired by The City of New York where title in fee simple absolute is not now owned by said City of New York and excluding therefrom the property in which a perpetual easement is to be acquired by The City of New York, as shown on said map and as hereinafter set forth:

All those certain pieces or parcels of real estate, situated in the Borough of Richmond, City of New York, County of Richmond and State of New York, and shown on a map entitled: "Board of Water Supply of The City of New York. Map of real estate situated in The City of New York, County of Richmond and State of New York, to be acquired by The City of New York under the provisions of chapter 724 of the Laws of 1905 as amended, for the construction of a pipe line, Silver Lake reservoir and appurtenances, in the Borough of Richmond"; which map was filed in the office of the County Clerk of the County of Richmond on the 2d day of August, 1912, and which is bounded and described as follows:

Beginning at the northeast corner of Parcel No. 220, at the southwest corner of Barrett boulevard and Richmond turnpike, and running thence along the easterly line of said parcel and Parcel 223 and the westerly line of said turnpike the following courses and distances: South 48 degrees 30 minutes 25 seconds west 49.25 feet, south 40 degrees 31 minutes 51 seconds west 83.75 feet, south 31 degrees 47 minutes 22 seconds west 57.95 feet, south 23 degrees 29 minutes west 64.7 feet, south 25 degrees 46 minutes 19 seconds west 99.2 feet, south 24 degrees 53 minutes 29 seconds west 200.88 feet, south 26 degrees 13 minutes 40 seconds west 197.43 feet, south 27 degrees 25 minutes 16 seconds west 205.61 feet, south 28 degrees 11 minutes 18 seconds west 849.16 feet and south 43 degrees 1 minute 20 seconds west 1,326.77 feet to the northeast corner of Parcel No. 252; running thence along the easterly line of said parcel and Parcels Nos. 225, 226, 227 and 228, and still continuing along the westerly line of Richmond turnpike south 43 degrees 1 minute 20 seconds west 995.83 feet to the southeast corner of the before mentioned Parcel No. 228; thence along the southerly line of said parcel north 77 degrees 35 minutes 50 seconds west 883.3 feet to the southwest corner of said parcel in the southerly line of Clove place; running thence along said southerly line, the northerly line of said Parcel No. 228 and partly along the northerly line of Parcel No. 226 north 52 degrees 46 minutes 55 seconds east 456.38 feet to the southwest corner of Parcel No. 229, at the southeast corner of Clove place and Lakewood road; running thence along the easterly line of said road and the westerly line of Parcels No. 229, 233, 235 and partly along the westerly line of Parcel No. 234 (Livingston parkway) north 8 degrees 3 minutes west 2,140.5 feet to the northwest corner of Parcel No. 235 at the southeast corner of Lakewood road and Laurel avenue; running thence along the southerly line of said avenue and the northerly line of Parcels Nos. 235, 236 (Lenox road), 237 and 238 (Bedford place) north 79 degrees 45 minutes 50 seconds east 500.36 feet to the northwest corner of Parcel No. 239, at the southeast corner of Bedford place and Laurel avenue; running thence along the westerly line of Parcel No. 242 north 2 degrees 48 minutes 10 seconds east 51.33 feet to the northeast corner of Laurel avenue and University place; thence along the easterly line of said place and the westerly line of Parcels Nos. 246, 247, 248, 249 and 250 north 8 degrees 3 minutes west 445.62 feet to the northwest corner of said Parcel 250; thence along the northerly line of said Parcel No. 250 and Parcels Nos. 251 and 243 (Greenwood avenue) north 81 degrees 57 minutes east 307.36 feet (crossing Greenwood avenue) to a point in the westerly line of Parcel No. 194; thence along said westerly parcel line and the easterly line of said avenue north 8 degrees 3 minutes west 591.59 feet to the southeast corner of Greenwood and Brighton avenues, at the northwest corner of said Parcel No. 194; thence along the northerly line of said parcel and the southerly line of Brighton avenue north 80 degrees 11 minutes 48 seconds east 265 feet, and on a curve of 110 feet radius to the left 107.1 feet to a point in the westerly line of Lakeview road; running thence along said road line and continuing along the northerly line of Parcel No. 194 on a curve of 407.5 feet radius to the left 75.54 feet; thence crossing said road (Parcel No. 197) south 75 degrees 52 minutes 56 seconds east 84.59 feet to the southeast corner of said road and Barrett boulevard; running thence along the southerly line of said boulevard and the northerly lines of Parcels Nos. 198, 199, 200, 201, 202, 204, 205, 206, 208, 213 (Haven esplanade), 214, 215, 216, 219 (Griswold avenue) and 220 south 75 degrees 52 minutes 56 seconds east 2,192.27 feet to the point or place of beginning at the before mentioned southwest corner of Barrett boulevard and Richmond turnpike.

Said real estate is described upon the said map hereinbefore referred to as Parcels Nos. 194, 198 to 212, inclusive; 214 to 218, inclusive; 220 to 222, inclusive; 224 to 228, inclusive; 231, 233, 235, 237, 239, 241, 244 and 252, inclusive.

A further general description of said real estate to which title in fee simple absolute is to be acquired in the above entitled proceeding which is not now owned by The City of New York is:

All those certain parcels of land situate, lying and being in the Borough of Richmond in

(1) The block bounded on the north by Laurel avenue, on the east by Lenox road, on the south by Livingston parkway, on the west by Lakewood road.

(2) The block bounded on the north by Laurel avenue, on the east by Bedford place, on the south by Livingston parkway, on the west by Lenox road.

(3) The block bounded on the north by Livingston parkway, on the east by Lenox road, on the south by property of The City of New York, on the west by Lakewood road.

(4) The block bounded on the north by Livingston parkway, on the east by Irving parkway, on the south by property of The City of New York, on the west by Lenox road.

(5) All the property in the southerly half of the block bounded on the north by Forest avenue, on the east by Greenwood avenue, on the south by Laurel avenue, on the west by University place.

(6) The block bounded on the north by Laurel avenue, on the east by Greenwood avenue, on the south by Irving parkway, on the west by Bedford place.

(7) The block bounded on the north by Laurel avenue, on the east by lands of Charles E. Seitz, on the south by Irving parkway, on the west by Greenwood avenue.

(8) The block bounded on the north by Lakeview road, on the east by Lake avenue, including said avenue, on the south by Silver Lake Park and Irving parkway, on the west by Greenwood avenue.

(9) The block bounded on the north by Lakeview road, on the east by Griswold avenue, on the west by Lake avenue, on the south by Silver Lake Park.

(10) That part of the triangular block bounded on the north by Woodstock avenue, on the east by Richmond turnpike, on the west by Griswold avenue, as shown on said map.

(11) The block bounded on the north by Barrett boulevard, on the east by Haven esplanade, on the south by Lakeview road, on the west by Havenwood road.

(12) The triangle between Havenwood road on the east, Barrett boulevard on the north and Lakeview road on the west.

(13) The block bounded on the north by Barrett boulevard, on the east by Griswold avenue, on the south by Lakeview road, on the west by Haven esplanade.

(14) The block bounded on the north by Silver Lake Park and property of The City of New York, on the east by Richmond turnpike, on the southwest by private property, on the west by Clove place and property of The City of New York between Lakewood road and Silver Lake, said parcel of land being just south of Silver Lake Park, as shown on said map.

(15) The block bounded on the north by Brighton avenue, on the east by Lakeview road, on the south by Laurel road and Laurel avenue, on the west by Greenwood avenue.

Reference is hereby made to the map made, adopted, approved and filed as aforesaid, for a more particular description of the real estate to be taken in fee simple absolute hereinbefore described.

The City of New York by this proceeding seeks also to acquire a perpetual easement to construct, operate, maintain and repair a reservoir and appurtenances to be used for the storage and distribution of water for water supply purposes in each of the following enumerated parcels, as shown on the aforesaid map filed on the 2d day of August, 1912, in the office of the Clerk of the County of Richmond, as hereinbefore set forth, within the boundaries of the Silver Lake reservoir, as hereinafter described.

The real estate in which such perpetual easement is to be acquired in this proceeding is shown on said map filed on the 2d day of August, 1912, in the office of the Clerk of the County of Richmond, hereinbefore referred to, as Parcels Nos. 196, 197, 219, 230, 232, 234, 236, 238, 240, 242 and 243. For a more particular description of said property to be affected by such perpetual easements reference is hereby made to the aforesaid map, made, adopted and filed as aforesaid.

A statement of the boundary of said Silver Lake reservoir is as follows:

Beginning at a point in Griswold avenue, in the line between Parcels 219 and 223, at a point distant 267.19 feet westerly from the westerly side of Richmond turnpike, measured along said line, and running thence the following courses and distances: South 31 degrees 45 minutes 43 seconds west 107.47 feet, south 44 degrees 5 minutes 36 seconds west 737.87 feet, south 7 degrees 53 minutes 56 seconds west 356.19 feet, north 63 degrees 21 minutes 39 seconds east 372.86 feet, south 13 degrees 39 minutes 54 seconds west 325.81 feet and south 43 degrees 20 minutes 25 seconds west 208.16 feet to a point in the northerly boundary line of Parcel No. 224; thence the following courses and distances: south 43 degrees 20 minutes 25 seconds west 513.53 feet, north 46 degrees 23 minutes 52 seconds west 701.44 feet and south 54 degrees 3 minutes 5 seconds west 327.68 feet to a point in the easterly line of Lakeview road; thence along said line north 8 degrees 3 minutes west 56.58 feet; thence north 54 degrees 3 minutes 5 seconds east 311.13 feet and north 15 degrees 39 minutes 38 seconds west 565.98 feet to a point in the westerly line of Lenox road; thence along the said line north 8 degrees 3 minutes west 472.70 feet, crossing Livingston parkway; thence north 33 degrees 45 minutes 38 seconds east 1,773.72 feet, crossing Lenox road, Bedford place, Laurel and Greenwood avenues and Lakeview road; thence south 72 degrees 31 minutes 43 seconds east 188.99 feet crossing Havenwood road and south 68 degrees 31 minutes 47 seconds east 714.42 feet partly along and to a point in Lakeview road; thence north 81 degrees 51 minutes 45 seconds east 733.07 feet, running partly along said Lakeview road; thence south 18 degrees 28 minutes 50 seconds east 178.87 feet and south 31 degrees 45 minutes 43 seconds west 660 5 feet running partly along Griswold avenue to the point or place of beginning.

The pipe line begins at the corner of Arietta street and Tompkins avenue and runs thence under Richmond turnpike in northwesterly, westerly and southwesterly directions to the intersection of said turnpike with the northerly line of Woodstock avenue, from which place there is to be built a tunnel under said turnpike to the above described property, in which is to be acquired the fee in part of said property and a perpetual easement in part thereof, as hereinbefore more fully described, for the construction of the Silver Lake Reservoir.

The above-mentioned pipe line has a uniform width of 75 feet. The greatest width of the tract to be acquired for the aforesaid purposes is 4,070 feet, which occurs across Parcels 228, 226, 225, 224, 223, 221, 219 and 220. The least width of said tract is 1,650 feet, which occurs across Parcels 223, 230, 241, 240 and 239, as more fully shown on said map filed on the 2d day of August, 1912, in the office of the Clerk of the County of Richmond, as hereinbefore set forth.

Dated New York, August 30, 1912.

ARCHIBALD R. WATSON, Corporation Counsel, Office and Post Office Address, Hall of Records, Borough of Manhattan, New York City. a31,o14

NOTICE TO BIDDERS AT SALES OF OLD BUILDINGS, ETC.

TERMS AND CONDITIONS UNDER WHICH BUILDINGS, ETC., WILL BE SOLD FOR REMOVAL FROM CITY PROPERTY.

THE BUILDINGS AND APPURTENANCES thereto will be sold to the highest bidder, who must pay cash or certified check, drawn to the order of the Comptroller of The City of New York, and must also give a certified check or cash in half the amount of the purchase price as security for the faithful performance of the terms and conditions of the sale. Where the amount of the purchase price does not equal or exceed the sum of $50, the sum of $50 shall be the amount of the security to be deposited. This security may at any time after the expiration of the contract period be applied by the City to the cost of completing any of the work required under the contract, but unfinished at the expiration of the contract period.

The purchaser shall not lease, occupy, cause or permit the building or buildings, etc., purchased by him to be used or occupied for any purpose other than that of their speedy removal, nor shall he collect any rental or other revenue for the use of either the land or the buildings, etc., situated thereon. The breach of either or any of these conditions shall forthwith void the sale and cause immediate forfeiture of the purchase money and the security deposited for the faithful performance of the conditions of the sale. The placing therein or permitting the occupancy of any such building by any tenant free, for rent or otherwise, excepting the necessary watchmen or the workmen engaged in the actual demolition thereof, shall of itself be a breach of the above conditions of sale.

The sale will be as of the condition of the property on date of delivery thereof to the purchaser. The City of New York will not be responsible for any change or loss which may occur in the condition of the buildings, or their appurtenances between the time of the sale thereof and the time of delivering possession to the purchaser, after being properly vacated of all tenants. The sale and delivery to purchaser will be made as nearly together as the circumstance of vacating the structures of their tenants will permit.

All the material of the buildings, sheds, walks, structures and cellars of whatsoever nature, with their exterior and interior fixtures, appurtenances and foundations of all kinds, except the exterior walls of the buildings and their foundations and the sidewalks and curb in front of said buildings, extending within the described area shall be torn down and removed from the premises. None of the dirt, debris or waste resulting from demolition shall be allowed to remain on the premises, except old mortar or plaster only, which may be left, but not higher at any point than two feet below the curb opposite that point. The exterior walls and their foundations shall be taken down only to a plane whose elevation shall be the level of the curb in front of the building. Where there is no curb the elevation of the surrounding ground shall be considered curb level. All wells, cesspools, sinks, etc., existing on the property must be filled to the level of the surrounding ground with clean earth.

The purchaser at the sale shall also withdraw and remove all abandoned water taps and old service mains, and in place thereof cause to be inserted a brass plug in the main water pipe in the street, in compliance with the rules and regulations of the Department of Water Supply, Gas and Electricity, and furnish the Department of Finance with a certificate from the Department of Water Supply, Gas and Electricity that this has been performed

The purchaser at the sale shall also remove all house sewer connections to the main sewer in the street, and the opening of the main sewer in street shall be properly closed in compliance with the directions of the Bureau of Sewers in the Borough in which the buildings are situated, and furnish the Department of Finance with a certificate from the Bureau of Sewers that the work has been properly performed.

The permit for all opening in the street to be obtained by and at the expense of the purchaser of the building.

Failure to remove said buildings, appurtenances, or any part thereof, within thirty days from the day of possession 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 assent to the above conditions being understood to be implied by the act of bidding, and The City of New York will, without notice to the purchaser, cause the same to be removed, and the cost and expense thereof charged against the security above mentioned.

The work of removal must be carried on in every respect in a thorough and workmanlike manner, and must be completed within thirty days from the day of possession, and the successful bidder will provide and furnish all materials of labor and machinery necessary thereto, and will place proper and sufficient guards and fences and warning signs by day and night for the prevention of accidents, and will indemnify and save harmless, The City of New York, its officers, agents and servants, and each of them, against any and all suits and actions, claims and demands of every name and description brought against it, them or any of them, and against and from all damage and costs to which it, they or any of them be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of the work, or in guarding the same, or from any improper or defective materials or machinery, implements or appliances used in the removal of said buildings.

Where party walls are found to exist between buildings purchased by different bidders, the materials of said party walls shall be understood to be equally divided between the separate purchasers.

Party walls and fences, when existing against adjacent property not sold, shall not be taken down. All furrings, plaster, chimneys, projecting brick, etc., on the faces of such party walls are to be taken down and removed. The walls shall be made permanently self-supporting, beamholes, etc., bricked up, and the wall pointed and made to exclude wind and rain and present a clean exterior. The roofs and adjacent buildings shall be properly flashed and painted and made watertight where they have been disturbed by the operations of the contractor.

The Comptroller of The City of New York reserves the right on the day of sale to withdraw from sale any of the buildings, parts of buildings and machinery included therein, or to reject any and all bids; and it is further

Resolved, That, while the said sale is held under the supervision of the Commissioners of the Sinking Fund, the Comptroller is authorized to cause the sale to be advertised and to direct the sale thereof as financial officer of the City.

PROPOSALS FOR BIDS AND ESTIMATES FOR THE CITY OF NEW YORK.

NOTICE TO CONTRACTORS.

GENERAL INSTRUCTIONS TO BIDDERS.

The person or persons making a bid or estimate for any services, work, materials or supplies for The City of New York, or for any of its departments, bureaus or offices, shall furnish the same in a sealed envelope, indorsed with the title of the supplies, materials, work or services for which the bid or estimate is made, with his or their name or names and the date of presentation to the President or Board or to the head of the Department at his or its office, on or before the date and hour named in the advertisement for the same, at which time and place the estimates received will be publicly opened by the President or Board or head of said Department, and read, and the award of the contract made according to law as soon thereafter as practicable.

Each bid or estimate shall contain the name and place of residence of the person making the same, and names of all persons interested with him therein, and, if no other person be so interested, it shall distinctly state that fact; also, that it is made without any connection with any other person making an estimate for the same purpose, and is in all respects fair and without collusion or fraud, and that no member of the Board of Aldermen, head of a Department, chief of a Bureau, deputy thereof, or clerk therein, or other officer of The City of New York is, shall be or become interested, directly or indirectly, as contracting party, partner, stockholder, surety or otherwise in or in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof. The bid or estimate must be verified by the oath, in writing, of the party or parties making the estimate that the several matters stated herein are in all respects true.

Each bid or estimate shall be accompanied by the consent, in writing, of two householders or freeholders in The City of New York, or of a guaranty or surety company duly authorized by law to act as surety, and shall contain the matters set forth in the blank forms mentioned below.

No bid or estimate will be considered unless as a condition precedent to the reception or consideration of any proposal, it be accompanied by a certified check upon one of the State or National banks of The City of New York, drawn to the order of the Comptroller, or money or corporate stock or certificates of indebtedness of any nature issued by The City of New York, which the Comptroller shall approve as of equal value with the security required in the advertisement, to the amount of not less than three nor more than five per centum of the amount of the bond required, as provided in section 420 of the Greater New York Charter.

The certified check or money should not be inclosed in the envelope containing the bid or estimate, but should be either inclosed in a separate envelope addressed to the head of the Department, President or Board, or submitted personally upon the presentation of the bid or estimate.

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

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

The contract must be bid for separately.

The right is reserved in each case to reject all bids or estimates if it is deemed to be for the interest of the City so to do.

Bidders will write out the amount of their bids or estimates in addition to inserting the same in figures.

Bidders are requested to make their bids or estimates upon the blank forms prepared and furnished by the City, a copy of which, with the proper envelope in which to inclose the bid, together with a copy of the contract, including the specifications, in the form approved by the Corporation Counsel can be obtained upon application therefor at the office of the Department for which the work is to be done. Plans and drawings of construction work may also be seen there.