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THE CITY RECORD.

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WILLIAM J. GAYNOR, MAYOR.

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EXECUTIVE DEPARTMENT.

The City of New York, Office of the Mayor, November 6, 1912.

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

Gentlemen—In pursuance of section 226 of the Charter of The City of New York, I hereby call a special meeting of the Board of Aldermen, to be held on Tuesday, November 12, 1912, at 1 p. m., to consider the Budget for 1913.

Respectfully,

W. J. GAYNOR, Mayor.

PUBLIC SERVICE COMMISSION—FIRST DISTRICT.

No. 154 NASSAU STREET, NEW YORK CITY.

Calendar for the Week Commencing November 11, 1912.

Monday, November 11, 1912—10.30 a. m.—Room 305—Case No. 1574—Reorganization Committee, Central Park, North and East River Railroad Company—"Application for approval of reorganization plan and issue of \$1,100,000 bonds and \$500,000 stock"—Commissioner Maltbie. 2 p. m.—Room 310—Case No. 1556—New York and Queens County Railway Company—"Condition of Corona trestle between Flushing Bridge and Corona, Borough of Queens"—Commissioner Williams. 2.30 p. m.—Room 310—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 305—Case No. 1395—New York Edison Company, George Stadtlander et al., complainants. 2.30 p. m.—Room 305—Case No. 1492—New York Edison Company—Julius Ewoldt et al., complainants—"Rates for electricity in Manhattan and The Bronx"—Commissioner Maltbie.

Tuesday, November 12, 1912—2.30 p. m.—Room 305—Case No. 1521—Third Avenue Railway Company—"Application for consent to purchase \$500,000 stock and \$500,000 bonds of Mid-Crossstown Railway Company, Inc."—Commissioner Maltbie. 3.30 p. m.—Room 305—Case No. 1453—Consolidated Gas Company of New York—"Application for authorization of purchase of stock of New York and Queens Electric Light and Power Company and New York and Queens Gas Company"—Commissioner Maltbie.

Wednesday, November 13, 1912—11 a. m.—Room 305—Case No. 1581—South Shore Traction Company and Manhattan and Queens Traction Corporation—"Application for approval of assignment of franchise"—Commissioner Williams. 2.30 p. m.—Room 305—Case No. 1541—Flatbush Gas Company—Samuel Maires et al., complainants—"Rate for electricity in Brooklyn"—Commissioner Maltbie.

Thursday, November 14, 1912—10.30 a. m.—Room 305—Case No. 1573—Long Island Railroad Company—"Application for approval of exercise of rights in carrying out improvements between Brooklyn-Queensboro line and Fresh Pond Junction"—Commissioner Williams. 10.30 a. m.—Room 305—R. T. 3041—New York Connecting Railroad Company—"Application for approval of changes in certificate to terminus of railroad in Borough of Queens and rental"—Commissioner Williams.

Friday, November 15, 1912—2 p. m.—Room 305—Case No. 1577—Gas Corporations in Brooklyn—"Gas pressure regulations"—Commissioner Maltbie. 2 p. m.—Room 305—Case No. 1578—Gas Corporations in The Bronx—"Gas pressure regulations"—Commissioner Maltbie. 2 p. m.—Room 305—Case No. 1579—Gas Corporations in Queens—"Gas pressure regulations"—Commissioner Maltbie. 2 p. m.—Room 305—Case No. 1580—Gas Corporations in Richmond—"Gas pressure regulations"—Commissioner Maltbie. 2.30 p. m.—Room 305—Case No. 1575—Kings County Electric Light and Power Company—"Application for approval of \$2,500,000 bond issue"—Commissioner Maltbie.

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 the Commission held every Tuesday and Friday at 12.15 p. m. in Room 310.

DEPARTMENT OF PARKS.

REPORT OF THE COMMISSIONER FOR THE BOROUGH OF THE BRONX FOR THE THREE MONTHS ENDING SEPTEMBER 30, 1912.

October 21, 1912.

Hon. WILLIAM J. GAYNOR, Mayor of The City of New York:

Sir—In accordance with the requirements of the Greater New York Charter, I have the honor to submit herewith a report dealing with the various activities of this Department, for the quarter ending September 30, 1912. Respectfully,

T. J. HIGGINS, Commissioner of Parks, Borough of The Bronx.

Work of the Department.

A feature of the third quarter of this year, which seems to stand out prominently, is the very large increase in the attendance at all the parks of the Borough, but more especially at Van Cortlandt and Pelham Bay Parks. The latter is now reached by an extension of the Union Trolley line, with the result that the bathing beaches have been much overcrowded, and suggests very strongly the necessity, within the near future, of improvements, involving considerable addition to the bathing facilities.

Applications for athletic privileges, such as baseball, tennis, golf, etc., are very much in excess of previous years.

This year, for the first time, a charge was made for camp sites at Orchard Beach, with a distinctly favorable result in the character of those who received camping privileges. There was no diminution in numbers, and the discipline was far superior to previous years. The adoption of this charge seemed to give each one a personal responsibility, with the result that it was much easier to enforce the necessary rules and regulations which were provided for the best interest and comfort of all those who were in the camp. In addition to this, the sum of about two thousand dollars has been added to the revenue of the City.

Attached hereto is a report showing the labor conditions, contracts entered into and completed, together with a report of the finances of the department.

Employment Conditions.

Regular Employees.

Month.	Men Employed.	Days Worked.	Wages.
July	49	1,134	\$4,217 98
August	49	990	4,215 73
September	49	1,064	3,856 11

Temporary Employees.

Month.	Men Employed.	Days Worked.	Wages.
Mechanics—			
July	15	334	\$1,194 40
August	14	321½	1,146 70
September	14	283½	1,054 32

Month.	Title.	Least.	Greatest.	Average.	Days Worked.	Wages.
July	Laborers	327	328	327	8,234½	\$20,586 51
August	Laborers	324	327	324	8,067	20,167 21
September	Laborers	265	327	293	6,462½	16,156 87

Employees Paid Out of Corporate Stock.

Month.	Title.	Men Employed.	Days Worked.	Wages.
July	Laborers	9	20½	\$503 12
August	Laborers	10	21½	548 12
September	Mechanics	5	43	166 00
September	Laborers	100	1,002½	2,506 14

Trees in City Streets.

Month	Title	Men Employed	Days Worked	Wages
July	Engineman	1	10	\$35 00
July	Climber and Pruner	19	43½	1,091 25
July	Laborer	4	10½	253 75
August	Engineman	1	26	91 00
August	Climber and Pruner	19	442	1,105 00
August	Laborer	4	85	212 50
September	Engineman	0	0	0 00
September	Climber and Pruner	17	404	845 00
September	Laborer	4	54½	136 87

Contracts Entered Into.

Clark & Appleman, additional exhibition cases in Museum Building, Botanical Garden, August 30.

Louis Koenig, shelter in the Botanical Garden, September 2.

Di Menna Construction Co., wing walls and flight of granite steps in Botanical Garden, August 19.

Knight & Di Micco, rock excavation in service yard in Zoological Park, dated May 24, 1912; closed July 19.
 John R. Brinley, preliminary contract for services of architect, stone wall surrounded by an iron fence, dated May 9, 1912; closed July 12.
 John R. Brinley, preliminary contract for architects, services on additional greenhouse, dated April 22, 1912; closed September 5.

Receipts.

Rents, \$564; privileges, \$2,642.25; lockers, \$33.50; camp sites, \$122; sale of wood, \$200; deposit to restore McCombs Dam Park, \$3,000; sundry, \$1.95—\$6,563.70.
 Expenditures of Corporate Stock Funds for Improvement by Park Labor.
 Raising and improving lowlands east of music pavilion in Bronx Park.. \$1,636 01
 Completion of road from Botanical Garden to Bronx and Pelham park-way 672 25
 Draining meadow land in Pelham Bay Park..... 127 50
 Improvement of easterly and westerly portions of Crotona Park..... 164 97
 Filling in and draining swamplands other than south of Colonial Garden, Van Cortlandt Park 47 50
 Drainage system for lowlands in McCombs Dam Park..... 105 92

\$2,754 15

Expenditures of Appropriations and Corporate Stock Funds, New York Botanical Garden and New York Zoological Garden.

New York Botanical Garden—
 Appropriations, 1912 \$20,147 74
 Corporate stock funds 3,253 08

\$23,400 82

New York Zoological Garden—
 Appropriations, 1912 \$55,551 91
 Corporate stock funds 24,808 76

\$80,360 67

Statement of the Condition of Corporate Stock, Assessment Bond, Special Revenue Bond and Special Accounts, September 30, 1912.

Title of Fund or Account.	Total Authorization, Including Premiums.	Expended.	Balance Authorization, Including Premiums.	Unencumbered Balances.
Botanical Garden in Bronx Park, Improvement	\$826,474 53	\$826,472 90	\$1 63	\$1 63
Improvement of Parks, Parkways and Drives.....	821,726 70	820,452 45	1,274 25	.....
Improvement and Construction of Parks, etc., balance, January 1, 1909.....	346 40	346 21	19	19
Cleaning the Lake, Van Cortlandt Park	11,042 52	11,040 33	2 19	2 19
Construction of Fountain, Jerome Ave.	6,061 29	4,700 00	1,361 29	1,361 29
Construction of Footbridge, Bronx Park.....	8,081 16	6,734 63	1,346 53	1,346 53
Eliminating Swamplands, Pelham. Fountain, Bronx and Pelham Parkway	10,087 89	9,982 74	105 15	105 15
Improvement, 177th St. Side of Crotona Park	6,113 78	6,105 25	8 53	8 53
Laying Asphalt Walks, St. Marys Park	24,881 23	24,831 93	49 30	49 30
Reconstructing Comfort Building, Franz Sigel Park.....	3,010 13	2,534 15	475 98	475 98
Additional Fencing, St. Marys Park	4,023 71	4,014 99	8 72	8 72
Construction of Bathhouses, Orchard Beach	5,108 27	5,082 75	25 52	25 52
Draining Swampland, Van Cortlandt Park	6,000 00	3,648 02	2,351 98	500 00
Improvement of Bronx and Pelham Parkway	102,297 72	101,970 50	327 22	327 22
Improvement of Claremont Park on Clay Ave. side.....	25,320 67	25,290 13	30 54	30 54
Improvement of Moshulu Parkway	20,451 68	20,270 17	181 51	181 51
Improvement of Pelham Bay Shore	10,420 62	10,047 24	373 38	373 38
Improvement of Spuyten Duyvil Parkway	81,768 95	79,709 68	2,059 27	2,059 27
Improvement of St. James Park..	20,337 03	20,335 03	2 00	2 00
Raising Colonial Gardens in Van Cortlandt Park	45,543 20	45,511 44	31 76	31 76
Improving Northern Portion, St. Marys Park	12,077 97	12,044 62	33 35	33 35
Installing Drainage System, Crotona Park	18,059 16	18,051 49	7 67	7 67
Additional Greenhouses	18,168 32	17,536 25	632 07	137 60
Construction of Granite Steps, St. Marys Park	8,095 75	8,059 53	36 22	36 22
Construction of Manure Pits....	20,035 51	3,701 05	16,334 46	14,379 19
Construction of Fountains, Various Parks	5,004 55	2,722 22	2,282 33	2,282 33
Fireproofing Vaults, Claremont..	5,041 00	3,722 20	1,318 80	1,318 80
Granite Steps, Jerome Ave. to Ogden Ave.	4,000 00	3,727 19	272 81	272 81
Granite Steps at Webster Ave. Bridge	4,000 00	3,742 71	257 29	257 29
Railings Around Small Parks, etc.	15,051 83	13,457 25	1,594 58	6 08
Comfort Station, McCombs Dam..	10,000 00	9,925 69	74 31	74 31
Bronx Zoological Gardens, Planting Concourse, etc.....	65,495 31	60,436 65	5,058 66	4,989 51
Construction and Repaving of Drives, etc.....	272,390 82	268,800 78	3,590 04	2,515 53
Erecting Wire Fence, Bronxdale, South	25,114 57	23,521 59	1,592 98	1,592 98
Rebuilding Cribwork, McCombs..	12,114 91	8,974 02	3,140 89	3,140 89
New York Zoo, Fitting up Administration Building	10,084 42	9,246 55	837 87	837 87
Construction of Drain from Van Cortlandt Park Lake.....	105,092 17	104,897 76	194 41	194 41
Road to Connect Bronx Park System with Botanical Garden.....	10,072 91	10,021 86	51 05	51 05
Filling and Improving Devoe Park	10,008 10	9,575 12	432 98	432 98
Construction of Bridge from Hunter to Twin Island.....	5,045 53	2,203 16	2,842 37	11 87
Improving Eastern and Western Portion of Crotona Park.....	25,016 52	24,682 12	334 40	165 62
Reconstruction of Shelter Building, Franz Sigel Park.....	5,004 55	2,223 25	2,781 30	2,781 30
Constructing Walk and Drainage System, St. Marys Park.....	8,019 75	7,989 76	29 99	29 99
Erection of Bear Dens, etc., Zoo..	11,074 67	8,457 43	2,617 24	2,587 24
Erection of New Zebra House...	36,093 61	30,134 52	5,959 09	5,329 56

Title of Fund or Account.	Total Authorization, Including Premiums.	Expended.	Balance Authorization, Including Premiums.	Unencumbered Balances.
Erection of Eagles' and Vultures' Aviary, Zoo.....	20,109 27	20,109 27	.....	.....
Constructing New Walks, Fences, etc., Zoo.....	32,589 98	26,571 49	6,018 49	5,515 86
Constructing and Completing Path System, Botanical Garden	7,047 39	7,037 82	9 57	9 57
Rock Excavation for Paths, Botanical Garden	3,020 94	3,010 07	10 87	10 87
Earth Excavation for Paths, Botanical Garden	2,517 29	2,509 26	8 03	8 03
Pipe for Connecting Drains, Botanical Garden	1,050 00	1,048 29	1 71	1 71
Improving Banks Along Driveways and Paths, Botanical Garden...	1,513 65	1,506 50	7 15	7 15
Erection of Greenhouses, etc., Botanical Garden	25,184 85	25,184 19	66	66
Purchase and Erection of Railings, Botanical Garden	2,018 21	2,011 00	7 21	7 21
Completion of Road from Botanical Garden to Bronx and Pelham Parkway	10,000 00	718 08	9,281 92	1,179 17
Rebuilding Road, Bartow Station to City Island Bridge.....	26,000 00	20,244 35	5,755 65	3,188 23
Raising Lowlands, East Music Pavilion, Bronx Park.....	10,000 00	6,212 96	3,787 04	1,090 25
Improving Southerly Portion St. Marys Park	10,000 00	8,306 10	1,693 90	1,596 00
Drainage System for Lowlands, McCombs Dam	6,000 00	3,434 46	2,565 54	201 52
General Improvement of Echo Park Preparation Plans, etc., for Improvement	8,000 00	4,307 99	3,692 01	860 00
Completion of Rock Cut, Broadway Side, Van Cortlandt Park.....	5,000 00	4,733 83	266 17	1,580 00
Construction of Drinking Fountains	8,000 00	.....	8,000 00	832 25
Water Supply System for Nursery	5,000 00	2,381 93	2,618 07	477 90
Erection of Addition, Colonial Mansion, Van Cortlandt Park.....	28,000 00	55 50	27,944 50	27,944 50
Construction of Boundary Fence, Botanical Garden	20,000 00	545 40	19,454 60	852 60
Construction of New Walks and Railings, Botanical Garden.....	6,000 00	5,589 53	410 47	410 47
Rock and Earth Excavation, Botanical Garden	4,500 00	4,500 00	.....	.....
Construction of Masonry Retaining Walls, Botanical Garden....	1,300 00	244 77	1,055 23	54 73
Erection of a Pergola, Botanical Garden	2,500 00	72 91	2,427 09	764 09
New Cases for Museum Building, Botanical Garden	3,000 00	1,064 27	1,935 73	508 73
Erection of Additional Greenhouses, Botanical Garden	12,500 00	10,570 36	1,929 64	1,040 79
Erection of Public Service Building, Zoological Park.....	30,000 00	.....	30,000 00	30,000 00
Erection of Power Plant and Workshops, Zoological Park.....	35,000 00	22 92	34,977 08	11,082 08
Construction of Zebra House Yards, Zoological Park	15,000 00	3,708 73	11,291 27	10,556 64
Erection of Extension to Winter House for Pelicans, Zoological Park	5,000 00	115 89	4,884 11	934 11
Erection of Extension to Rocking Stone Rest, Zoological Park....	5,000 00	22 92	4,977 08	1,077 08
Construction of Fences and Other Permanent Improvements, Zoological Park	35,000 00	15,375 22	19,624 78	18,732 11
Development East of Bronx River, Zoological Park	15,000 00	4,393 67	10,606 33	10,130 83
Erection of New Yak Shelter....	5,188 96	.....	5,188 96	5,188 96
Pelham Ave. Improvement, Southern Boulevard Through Bronx Park	1 25	.....	1 25	1 25
Van Cortlandt Park Parade Grounds	55 46	.....	55 46	55 46
Washington Bridge Park Fund....	267 93	.....	267 93	267 93
Grand Boulevard, Purchase, etc., of Trees	49,500 00	.....	49,500 00	9,518 50
	\$3,295,715 03	\$2,937,032 98	\$358,682 05	\$202,023 19
Revenue Bond Fund.				
Purchase of One Automobile.....	\$3,000 00	\$2,998 00	\$2 00	\$2 00
Placing F. and E. on City Building, Pelham Bay Park.....	600 00	502 83	97 17	97 17
For Repairs to Roadway.....	39,000 00	583 28	38,416 72	8,881 72
	\$42,600 00	\$4,084 11	\$38,515 89	\$8,980 89
Statement of the Condition at the Close of Business September 30, 1912, of All Appropriation Accounts for the Current Year and of Appropriation Accounts for Prior Years Having Unexpended Balances.				
Title of Account.	Net Vouchers Registered, Based on Cancellations and Adjustments.	Net Funds Available.	Unexpended Balances.	Unencumbered Balances.
Current Year.				
Personal Service—				
Administration, Executive,				

Title of Account.	Net Funds Available.	Net Vouchers Registered, Based on Cancellations and Adjustments.	Unexpended Balances.	Unencumbered Balances.	
Maintenance, Parks and Boulevards, Salaries, Temporary Employees	1,800 00	1,740 78	59 22	.....	Morrison, Hospital Helper, \$240; September 25, John Gallagher, Hospital Helper, \$240; September 28, Daniel Dugan, Hospital Helper, \$240; September 30, Fred Nolt, Hospital Helper, \$240; October 1, Frank Doherty, Hospital Helper, \$240; Joseph Radigan, Hospital Helper, \$240; John Sullivan, Hospital Helper, \$240; Reginald Ellison, Hospital Helper, \$240; Lillian Howard, Hospital Helper, \$180; Tillie Kolkkia, Hospital Helper, \$240; Jennie Kehoe, Hospital Helper, \$180; October 2, Leah Mingione, Hospital Helper, \$180; Harry Martin, Hospital Helper, \$240; Harriet Post, Hospital Helper, \$180; Peter Bianchetta, Hospital Helper, \$240; October 3, James Kerr, Hospital Helper, \$240; Karelson Kumuni, Hospital Helper, \$240; Minnie Powers, Hospital Helper, \$180; John Dietrick, Hospital Helper, \$240; October 4, Harry Freudenthal, Hospital Helper, \$240; John Johnson, Hospital Helper, \$240; John Murray, Hospital Helper, \$240; Sam Rosen, Hospital Helper, \$240; Amelia Moore, Hospital Helper, \$180; Tony Quarius, Hospital Helper, \$240; October 5, Maggie Hall, Hospital Helper, \$180; Kate Miley, Hospital Helper, \$180; Joseph Stragiewicz, Hospital Helper, \$240; October 7, Gordon Joseph Murphy, Hospital Helper, \$300; Thomas Doherty, Hospital Helper, \$240; Frank Porter, Hospital Helper, \$240; Patrick Morrisey, Hospital Helper, \$240; Charles Mollere, Hospital Helper, \$240; October 8, Mary McLeish, Hospital Helper, \$180; Charles Ohman, Hospital Helper, \$240; Jessie McLeish, Hospital Helper, \$180; Thomas McManus, Hospital Helper, \$240; James Keating, Hospital Helper, \$240; Otto Phillips, Hospital Helper, \$240; October 9, Margaret Davis, Hospital Helper, \$180; Joseph Bolan, Hospital Helper, \$240; September 20, Margaret Barnes, Hospital Helper, \$180; October 1, Maria Birmingham, Hospital Helper, \$180; James Price, Hospital Helper, \$240; October 2, John Martin, No. 3, Hospital Helper, \$240; John Wall, Hospital Helper, \$240; John Brska, Hospital Helper, \$240; Mary Feeney, Hospital Helper, \$240; October 4, Kate Connally, Hospital Helper, \$180; October 5, Joseph Arnold, Hospital Helper, \$240; Mary Hale, Hospital Helper, \$180; Alice Ponton, Hospital Helper, \$180; Katherine Landthaler, Helper, \$180; Minnie Scheer, Hospital Helper, \$180; Mary Hogan, No. 2, Hospital Helper, \$180; October 6, Lucy Walsh, Hospital Helper, \$180; October 7, Margaret Taylor, Hospital Helper, \$180; Carrie Potter, Hospital Helper, \$180; John Cappel, Hospital Helper, \$240; October 8, Nellie Donnelly, Hospital Helper, \$180; Nora Murphy, Hospital Helper, \$180; October 9, John O'Neil, Hospital Helper, \$240; October 8, Frank Abramson, Hospital Helper, \$240; October 9, Irene Hyland, Dietitian, \$1,000; October 1, John Denota, Hospital Helper, \$240; Helen Seegar, Hospital Helper, \$180; October 7, Daisy Wood, Hospital Helper, \$192; October 1, Jane Weaver, Hospital Helper, \$180; October 7, Caroline O'Sullivan, Hospital Helper, \$180; October 8, Sarah Poole, Hospital Helper, \$180; October 9, Jay D. Newell, Hospital Helper, \$240; October 10, Frank McDermott, Hospital Helper, \$240; Axon Ritter, Hospital Helper, \$240; Mary Kellagh, Hospital Helper, \$192; October 9, Charles Kraaz, Hospital Helper, \$240; October 11, Charles Moore, Hospital Helper, \$240.
Maintenance, Parks and Boulevards, Wages, Regular Employees	56,951 75	34,416 45	22,535 30	.....	Salary Increased, September 1—Charles Stauffer, Hospital Helper, from \$240 to \$300.
Maintenance, Parks and Boulevards, Wages, Temporary Employees	185,041 00	154,169 80	30,871 20	.....	Dismissals, Resignations, Etc.—September 24, Thomas Morrison, Hospital Helper; September 30, Mollie McInerney, Hospital Helper; Jane Weaver, Hospital Helper; Mary Higgins, Hospital Helper; Charles Moe, Hospital Helper; Lizzie McKay, Hospital Helper; Kate McCauley, Hospital Helper; Anna Burke, Hospital Helper; Jean Case, Hospital Helper; October 1, John M. Haines, Attendant; October 2, Thomas Reilly, Hospital Helper; Mary Oleschalk, Hospital Helper; Martin Lee, Hospital Helper; William Weidener, Hospital Helper; Annie Feeley, Hospital Helper; John Murdin, Hospital Helper; October 3, Arthur McLean, Hospital Helper; George Werner, Hospital Helper; Joseph Radigan, Hospital Helper; William Callahan, Hospital Helper; Thomas Cassidy, Hospital Helper; Charles Stauffer, Hospital Helper; Herbert Woolf, Hospital Helper; George Aikman, Hospital Helper; Martin Hackett, Hospital Helper; Anton Pluskofsky, Hospital Helper; Mary Nash, Hospital Helper; John Coleman, Hospital Helper; October 4, Peter Bianchetta, Hospital Helper; Leah Mingione, Hospital Helper; October 5, Mary Lavery, Hospital Helper; October 6, Fred Nolt, Hospital Helper; Jennie Schank, Hospital Helper; William Dalf, Hospital Helper; September 20, Mary Feeney, Hospital Helper; October 1, Margaret McCarthy, Hospital Helper; Eugene Martineau, Hospital Helper; October 2, Mary Higgins, Hospital Helper; Annie Cox, Hospital Helper; Edward Mintzner, Hospital Helper; October 3, Margaret Taylor, Hospital Helper; Annie Harrison, Hospital Helper; Sarah Shincox, Hospital Helper; October 6, Willard J. Hull, Apothecary; October 4, Thomas Gaffney, Hospital Helper; Mary Hogan, No. 1, Hospital Helper; October 6, Tessie Mitchell, Hospital Helper; James Dewey, Hospital Helper; Aric Breetveldt, Hospital Helper; Christian Anderson, Hospital Helper; Mary Holden, Hospital Helper; Frances Schmidt, Hospital Helper; October 7, Edward Arnold, Hospital Helper; William A. Rourke, Hospital Helper; William Stevens, Hospital Helper; John Gallagher, Hospital Helper; Charles Bruce, Hospital Helper; Louise Metzger, Hospital Helper; Edgar Schermerhorn, Hospital Helper; Denis Hastings, Hospital Helper; Catherine Landthaler, Helper; Robert Ryan, Hospital Helper; October 8, Alice O'Neil, Hospital Helper; Richard Levey, Hospital Helper; Martin Manakos, Hospital Helper; John Mulcahy, Hospital Helper; Jesse Howard, Hospital Helper; October 9, Tomen Tujimori, Hospital Helper; September 30, Lillian Holland, Hospital Helper; October 3, Sam Rosen, Hospital Helper; October 5, Louise Lloyd, Hospital Helper; October 6, Josephine Martin, Hospital Helper; October 7, John B. Schiffer, Hospital Helper; September 7, Annie Core, Hospital Helper; October 7, Mary Murphy, Hospital Helper; October 9, Thomas Morrison, Hospital Helper; October 9, Lizzie Wilson, Hospital Helper.
Supplies and Materials—	20,600 00	10,915 49	9,684 51	.....	Nurses' Residence Appointments—September 20, Julia Finley, Hospital Helper, \$192; Annie Liddy, Hospital Helper, \$192; October 1, Mary McLean, Cook, \$720; Katie Lanahan, Cook, \$420; Margaret Faulkner, Hospital Helper, \$240; Grace Davis, Housekeeper, \$600; October 4, Catherine Morris, Hospital Helper, \$216; George Pitchuhs, Hospital Helper, \$240; October 5, John Rodriguez, Hospital Helper, \$240; October 6, Delia Carroll, Hospital Helper, \$216.
Administration	700 00	588 49	111 51	27 57	Nurses' Residence Dismissals, Resignations, Etc.—September 30, Katie Lanahan, Cook, transferred; Annie Rafferty, Cook, resigned; Mary Maloney, Hospital Helper, resigned; Margaret Faulkner, Housekeeper, transferred; October 3, Josephine Mollett, Hospital Helper, resigned; Herbert Cole, Hospital Helper, resigned; October 4, David Manner, Hospital Helper, resigned; October 5, Delia Howard, Hospital Helper, resigned.
Maintenance, Parks and Boulevards	24,600 00	20,730 29	3,869 71	1,353 59	Nurses' Appointments—October 1, Hester Gallagher, Trained Nurse, \$600; Sarah Moyer, Trained Nurse, \$600; Sadie Sweeney, Trained Nurse, \$600; Blanche Smith, Trained Nurse, \$600; October 2, Anna O'Brien, Trained Nurse, \$720.
Repairs and Replacements, etc., Maintenance, Parks and Boulevards	1,900 00	591 50	1,308 50	1,308 50	Nurses' Dismissals, Resignations, Etc.—October 1, Anna O'Brien, Trained Nurse, transferred; October 2, Mary Reading, Trained Nurse, resigned; Alice Gilman, Trained Nurse, resigned.
Repairs to Furniture and Fittings, Administration	1,020 81	776 60	244 21	37 21	Appointments for the week ending October 19, 1912—October 4, George F. Hayes, Hospital Helper, \$240; October 9, Tom Econom, Hospital Helper, \$240; October 10, John Rowe, Hospital Helper, \$240; Robert Lyon, Hospital Helper, \$240; October 11, Martin McDermott, Hospital Helper, \$240; Frank Goetz, Hospital Helper, \$240; Kittie Reynolds, Hospital Helper, \$180; Annie Schmidt, Hospital Helper, \$180; Annie Delaney, Hospital Helper, \$180; Julia McCarthy, Hospital Helper, \$180; Robert Lapsley, Hospital Helper, \$240; October 12, Barney Boyle, Hospital Helper, \$240; George Lonyinger, Hospital Helper, \$240; October 13, William Stevens, Hospital Helper, \$240; October 14, Henrietta Baker, Hospital Helper, \$180; Elizabeth Wilson, Hospital Helper, \$180; Annie Wegrich, Hospital Helper, \$180; Patrick Murphy, Hospital Helper, \$360; October 16, John M. Haines, Hospital Helper, \$240; Bridget Hogan, Hospital Helper, \$180; October 15, William Cronin, Hospital Helper, \$240; Mary Nybo, Hospital Helper, \$192; October 9, William Vorse, Hospital Helper, \$240; October 10, Kate Houser, Hospital Helper, \$180; Edward Barnes, Hospital Helper, \$240; October 11, Bert Dolan, Hospital Helper, \$240; October 9, John Brennan, Hospital Helper, \$240; October 10, Catherine Vorse, Hospital Helper, \$180; Kate Carroll, Hospital Helper, \$180; October 14, Delia Powers, Hospital Helper, \$180; Mary Quinn, Hospital Helper, \$180; Joseph Stanton, Hospital Helper, \$240; Annie Curristine, Hospital Helper, \$180; Annie Anderson, Hospital Helper, \$180; October 15, Catherine Morris, Hospital Helper, \$180; Eva Decker, Hospital Helper, \$192; Edward Fromm, Hospital Helper, \$240; Mary Lyons, Hospital Helper, \$180; Henry Froizki, Hospital Helper, \$240; October 16, Winnie Gilday, Hospital Helper, \$180; Mary O'Connell, Hospital Helper, \$180; Mary McPherson, Hospital Helper, \$180; James Collins, Hospital Helper, \$180; Michael McQueeney, Hospital Helper, \$240; John Fredericks, Hospital Helper, \$240; George Burns, Hospital Helper, \$240; George Wilson, Hospital Helper, \$240; Catherine Hogan, Hospital Helper, \$180; Frall Gilhooly, Hospital Helper, \$240; Frederick Mills, Hospital Helper, \$240; October 17, Delia Holland, Hospital Helper, \$180; James Shepherd, Hospital Helper, \$180; John Lovejoy, Hospital Helper, \$240; October 14, Christian Faesenfeld, Hospital Helper, \$240; October 17, Adam Kieper, Hospital Helper, \$240; Charles Beast, Hospital
Maintenance, Trees in City Streets, Salaries, Regular Employees...	1,200 00	900 00	300 00	.....
Maintenance, Trees in City Streets, Wages, Temporary Employees.	20,600 00	10,915 49	9,684 51	.....
Fuel, Maintenance, Parks and Boulevards	700 00	588 49	111 51	27 57	
Maintenance, Trees in City Streets	24,600 00	20,730 29	3,869 71	1,353 59	
Repairs and Replacements, etc., Maintenance, Parks and Boulevards	1,900 00	591 50	1,308 50	1,308 50	
Repairs to Furniture and Fittings, Administration	1,020 81	776 60	244 21	37 21	
Maintenance, Parks and Boulevards	100 00	3 20	96 80	96 80	
Repairs and Replacement, etc., Maintenance	3,160 00	786 27	2,373 73	187 21	
Maintenance, Parks and Boulevards	2,040 00	1,184 87	855 13	665 13	
Shoeing and Boarding Horses, etc., Maintenance, Parks and Boulevards	37,999 00	29,873 57	8,125 43	.....
Fuel, Administration	1,279 19	560 19	719 00	663 00	
Fuel, Maintenance, Parks and Boulevards	483 96	273 96	210 00	2 80	
Forage, Maintenance, Parks and Boulevards	3,516 04	2,649 89	866 15	35	
Special Contract Obligations, Maintenance, Parks and Boulevards...	3,300 00	1,351 21	1,948 79	162 04	
Telephone Service, Administration..	6,000 00	4,935 00	1,065 00	1,065 00	
Contingencies	750 00	434 09	315 91	160 50	
Purchase, etc., Apparatus, etc., Maintenance, Parks and Boulevards...	1,300 00	881 17	418 83	418 83	
Purchase of Furniture, etc., Administration	4,300 00	2,368 92	1,931 08	631 08	
Purchase of Furniture, etc., Administration	10 00	2 10	7 90	7 90	
Purchase of Horses, Maintenance...	1,640 00	.....	1,640 00	.....
New York Botanical Garden—Personal Service, Administration, Salaries, Regular Employees...	69,890 00	47,455 00	22,435 00	.....
Personal Service, Administration, Wages, Temporary Employees.	2,000 00	1,773 00	227 00	.....
Supplies and Materials, Maintenance	3,500 00	2,702 53	797 47	597 47	
Repairs and Replacement, etc., Maintenance	1,000 00	24 55	975 45	275 45	
Housing, etc., of Apparatus, etc., Maintenance	150 00	119 37	30 63	20 63	
Shoeing and Boarding Horses, etc., Maintenance.....	225 00	94 50	130 50	100 50	
Fuel, Maintenance.....	12,000 00	6,085 66	5,914 34	1,194 34	
Forage, Maintenance.....	1,000 00	599 59	400 41	250 41	
Telephone Service, Administration Contingencies	100 00	50 64	49 36	49 36	
Purchase of Furniture, etc.	400 00	329 55	70 45	20 45	
Purchase and Original Equipment of Apparatus, Administration	300 00	243 98	56 02	6 02	
New York Zoological Garden—Personal Service:	23,120 00	14,857 76	8,262 24	.....
Administration, Salaries, Regular Employees.....	2,000 00	.....	2,000 00	2,000 00	
Maintenance, Care of Grounds, Salaries, Regular Employees.	40,120 00	27,065 88	13,054 12	.....
Maintenance, Care of Buildings, Salaries, Regular Employees.	55,040 00	34,679 02	20,360 98	.....
Maintenance, Care of Buildings, Salaries, Temporary Employees	960 00	763 00	197 00	.....
Supplies and Materials, Administration	2,000 00	.....	2,000 00	2,000 00	
Supplies and Materials, Maintenance	47,000 00	30,647 23	16,352 77	8,252 77	
Housing, etc., of Apparatus, Maintenance	75 00	61 21	13 79	9 79	
Vehicular Transportation, Horses, etc., Maintenance	1,350 00	910 00	440 00	.....
Fuel, Maintenance	8,500 00	5,641 79	2,858 21	1,058 21	
Special Contract Obligations, Maintenance	1,250 00	887 73	362 27	112 27	
Telephone Service, Administration Contingencies	700 00	385 76	314 24	314 24	
Purchase of Furniture, etc.	1,500 00	1,104 91	395 09	270 09	
Purchase and Original Equipment of Apparatus, Administration	500 00	98 75	401 25	401 25	
Prior Years.	250 00	.....	250 00	250 00	
Equipment, Repair and Renewal Supplies	63 00	.....	63 00	63 00	
Apparatus, Machinery, Vehicles, etc.	7,109 42	7,059 42	50 00	50 00	
	\$729,364 17	\$518,988 31	\$211,365 86	\$25,027 64	

Changes in Departments, Etc.

position of Abstractor in the same Department at \$1,200 per annum, taking effect November 1, 1912.

BOARD OF EDUCATION.
November 8—Christopher Hansen shipped as Seaman on the Training Ship "Newport" on November 4, 1912, with salary at the rate of \$30 per month.

COURT OF SPECIAL SESSIONS.
November 7—John B. Conley, 4200 Webster ave., The Bronx, a Court Attendant assigned to the Children's Court, died October 24, 1912.

REGISTER'S OFFICE,
County of New York.
November 8—Joseph S. Kulkin, Verifier in the Reindexing Department at \$1,000 per annum, has been transferred to the

TENEMENT HOUSE DEPARTMENT.
November 8—Resigned: Henry C. Yeardon, Jr., 1787 3d ave., First Grade Clerk, salary \$300 per annum. Resignation to take effect Saturday, November 9, 1912.

DEPARTMENT OF PARKS,
Boroughs of Manhattan and Richmond.
Pay Fixed, November 2: Joseph Breen, Gardener, \$75 per month; James Broderick, Gardener, \$75 per month

Helper, \$240; Annie Taylor, Hospital Helper, \$180; Joseph Sweeney, Hospital Helper, \$240; Gertrude Moore, Hospital Helper, \$180; Bessie Lynch, Hospital Helper, \$180; Mary Maloney, Hospital Helper, \$180; October 18, James Barnwell, Hospital Helper, \$240; William Thompson, Hospital Helper, \$240.

Dismissals, Resignations, Etc.—October 3, Charles Stauffer, Hospital Helper; William Callahan, Hospital Helper; October 7, Karel Kumini, Hospital Helper; October 8, George Kevorian, Hospital Helper; October 10, Charles Kraaz, Hospital Helper; Julia Tuchy, Hospital Helper; Paul Shirmer, Hospital Helper; Howard Calhoun, Hospital Helper; Lucy Walsh, Hospital Helper; Hannah Sullivan, Hospital Helper; October 9, Annie Coleman, Hospital Helper; October 11, Tony Guarino, Hospital Helper; Catherine Mulligan, Hospital Helper; October 12, Caroline O'Sullivan, Hospital Helper; October 13, George Lane, Hospital Helper; Annie Warner, Hospital Helper; Mary Lynch, Hospital Helper; October 14, Thomas Malloy, Hospital Helper; James Smith, Hospital Helper; Ralph E. McCreary, Hospital Helper; John Duggan, Fireman; Robert Lyon, Hospital Helper; Charles Moore, Hospital Helper; Stella Kelter, Hospital Helper; October 15, Edward McMahon, Hospital Helper; Mary Carney, Hospital Helper; Julia McCarthy, Hospital Helper; Walter Faulkner, Hospital Helper; James Price, Hospital Helper; Philip Meyer, Hospital Helper; October 16, Mary O'Connell, Hospital Helper; Carrie Potter, Hospital Helper; Carrie Larkin, Hospital Helper; September 30, Julia O'Brien, Hospital Helper; Samuel Gravatt, Fireman; October 7, Edward Buckley, Hospital Helper; October 8, Mary McLeish, Hospital Helper; October 9, Jessie McLeish, Hospital Helper; October 10, William Lynch, Hospital Helper; October 6, Margaret Johnson, Hospital Helper; October 11, George Baker, Hospital Helper; Louis Whitney, Hospital Helper; Charles Anderson, No. 3, Helper; October 12, Katherine Hodges, Hospital Helper; Nellie McCormick, Hospital Helper; October 13, Thomas Haggerty, Hospital Helper; Mary Hale, Hospital Helper; John White, Hospital Helper; Thomas Kennedy, Hospital Helper; Joseph Stragierwicz, Hospital Helper; Frank Doherty, Hospital Helper; October 14, George Francis, Hospital Helper; Patrick Kennedy, Hospital Helper; Mary Graham, Hospital Helper; Mary Hogan, No. 2, Hospital Helper; October 16, Kate Miley, Hospital Helper; Bert Dolan, Hospital Helper; October 17, Mary Bresnahan, Hospital Helper; Josephine Molliet, Hospital Helper, \$216.

Nurses' Residence—Appointments: October 8, 1912, Nicla Chimbacos, Hospital Helper, \$240; October 9, Augustus Pachuhs, Hospital Helper, \$240; Nora Sens, Hospital Helper, \$180; October 13, Nora Sens, Hospital Helper, \$216; October 11, Andrickas Manwlias, Hospital Helper, \$240; October 14, Margaret Super, Hospital Helper, \$180; Edmund Floyd, Hospital Helper, \$240; Katie Lanahan, Cook, \$720; Agda Band, Cook, \$420; Josephine Molliet, Hospital Helper, \$216.

Dismissals, Resignations, Etc.: October 7, John Rodriguez, Hospital Helper; October 8, James Meany, Hospital Helper; Cecilia Scar, Hospital Helper; October 10, Ellen French, Hospital Helper; Nicla Chimbacos, Hospital Helper; October 12, Nora Sens, Hospital Helper; October 13, Andrickas Manwlias, Hospital Helper; Mary McLean, Cook; Catherine Morris, Hospital Helper; Katie Lanahan, Cook.

Nurses—Appointments: August 30, Mary Haarer, Trained Nurse, \$600; September 30, Florence Prindle, Pupil Nurse, \$96; October 1, Nellie Dickey, Pupil Nurse, \$96; Josephine Corbett, Pupil Nurse, \$96; Julia McNamara, Pupil Nurse, \$96; Ethel Fay, Pupil Nurse, \$96; Elsie Macdonald, Trained Nurse, \$600; John Kelly, Trained Nurse, \$600; Harry Murphy, Trained Nurse, \$600; James Horton, Trained Nurse, \$600; Edwin H. Cherry, Trained Nurse, \$600; October 2, Martin Welch, Trained Nurse, \$600; Mary Gleason, Pupil Nurse, \$96; Signa Babbitt, Pupil Nurse, \$96; Cassie Stonemitz, Pupil Nurse, \$96; October 5, Kathleen Benson, Pupil Nurse, \$96; October 7, Katherine Andet, Trained Nurse R. B., \$600; Lena Allison, Trained Nurse R. B., \$600; Catherine Van Ingen, Trained Nurse, \$800; Frederic Gould, Trained Nurse, \$600; Frederick Jones, Trained Nurse, \$600; October 9, Catherine Tahomey, Pupil Nurse, \$96; Marion Black, Trained Nurse, \$720; Della Swan, Trained Nurse, \$600; October 11, Kathleen Brodrick, Pupil Nurse, \$96; Charles Tracy, Trained Nurse, \$600; Villa Treferry, Trained Nurse, \$600; October 14, Helen Currie, Pupil Nurse, \$96; October 15, Margaret Gilboy, Trained Nurse, \$600; October 16, Sadie Snider, Trained Nurse, \$600; Elizabeth Laird, Trained Nurse, \$800.

Dismissals, Resignations, Etc.: September 29, Martin Welch, Trained Nurse; September 30, Virginia Chetwood, Trained Nurse; Ella Ashe, Pupil Nurse; Mildred Cammack, Pupil Nurse; Elsie MacDonald, Trained Nurse; October 2, Margaret Will-

iams, Pupil Nurse; October 4, Martin Welch, Trained Nurse; Joseph Francis, Trained Nurse; October 6, Frederic Gould, Trained Nurse; Frederick Jones, Trained Nurse; Katherine Andet, Trained Nurse; Lena Allison, Trained Nurse; October 7, Pauline Buehr, Trained Nurse; Margaret Gilboy, Trained Nurse; October 8, Elizabeth Brewer, Pupil Nurse; Nellie Dickey, Pupil Nurse.

Nurses—Dismissals, Etc.: October 12, Marion Black, Trained Nurse, leave of absence; October 13, Nellie Boughton, Trained Nurse, resigned; October 15, Catherine Van Ingen, Trained Nurse, resigned; Mae Clayton, Trained Nurse, resigned; October 16, Anna Heery, Trained Nurse, resigned; Margaret Dougherty, Trained Nurse, resigned; October 17, Stephen O'Shaughnessy, Trained Nurse, resigned.

Borough of The Bronx.

Report of the transactions of the office of the President of the Borough for the week ending October 30, 1912, exclusive of Bureau of Buildings.

Permits Issued—Sewer connections and repairs, 20; water connections and repairs, 59; laying gas mains and repairs, 45; placing building material on public highway, 15; crossing sidewalk with team, 8; constructing vaults, 3; miscellaneous, 101—total, 251.

Money Received and Deposited with City Chamberlain—Permits for sewer connections, \$354.19; permits for restoring and repaving streets, \$1,299.36; permits for constructing vaults, \$347.28; sales maps, \$6.80—total \$2,007.63.

Security deposits, received on account of permits and transmitted to Comptroller, \$253.

Laboring Force Employed During the Week Ending October 26, 1912.

Bureau of Highways—Foremen, 33; teams, 46; carts, 2; Mechanics, 44; Laborers, 371; Drivers, 7—total 503.

Bureau of Sewers—Foremen, 11; Assistant Foremen, 4; carts, 27; Mechanics, 5; Laborers, 71; Drivers, 3—total, 121.

Bureau of Public Buildings and Offices—Foremen, 1; Assistant Foremen, 1; Mechanics, 8; Laborers, 20; Cleaners, 37; Watchmen, 5; Attendants, 11—total, 83.

Topographical Bureau—Laborers, 5; Driver, 1—total, 6.

Contracts Entered Into.

Paving Aqueduct ave., from Burnside ave. to north side of 181st st.; The Hastings Pavement Co., 25 Broad st., sureties, American Surety Co. of New York and Title Guaranty & Surety Co.; \$36,105.70.

Paving E. 165th st., from Intervale ave. to Westchester ave.; The Hastings Pavement Co., 25 Broad st., sureties, American Surety Co. of New York and Title Guaranty & Surety Co.; \$10,221.80.

Paving St. Marys st., from Wales ave. to Southern boul., etc.; The Barber Asphalt Paving Co., 30 Church st.; sureties, U. S. Fidelity & Guaranty Co. and Maryland Casualty Co.; \$4,277.44.

Paving Walker ave., from Morris Park ave. to Unionport road; The Barber Asphalt Paving Co., 30 Church st.; sureties, U. S. Fidelity & Guaranty Co. and Maryland Casualty Co.; \$46,102.15.

Paving Aqueduct ave., from Fordham road to Kingsbridge road; The Barber Asphalt Paving Co., 30 Church st.; sureties, U. S. Fidelity & Guaranty Co. and Maryland Casualty Co.; \$26,725.

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

Department of Correction.

Abstract of transactions for the week ending October 5, 1912.

Communications were received as follows:

From City Prison, Manhattan—Report of fines received during week ending September 28, 1912: Court of Special Sessions, \$100; City Magistrates' Court, \$26—total, \$126.

Daily Average Census for September, 1912—Employees, 71; prisoners, 665; Federal prisoners, 16—total daily average, 752.

Amount of Fines Received During September and Disposal of Same—From Court of General Sessions, \$10; Court of Special Sessions, \$110; City Magistrates' Court, \$189—\$309. To City Chamberlain, \$309. Telephone money (to General Bookkeeper and Auditor, to be applied on bills), \$13.45—total, \$322.45.

From District Prisons—Report of fines received during week ending September 28, 1912: City Magistrates' Courts, \$667.

Amount of Fines Received During September and Disposal of Same—From City Magistrates' Court, \$2,486.50. To City Chamberlain, \$2,445.50; Board of Health, \$41—\$2,486.50. Telephone receipts, \$15.05—total, \$2,501.55.

From Penitentiary, Blackwells Island—List of prisoners received during week ending September 28, 1912: Men, 53; women, 3.

Death on October 1, 1912, of William Fisher, aged 42 years. Coroner and friends notified.

From Workhouse, Blackwells Island—Reporting that fines paid at the Workhouse during week ending September 28, 1912, amounted to \$60.

Death on September 29, 1912, of Frederick Burkamp, aged 40 years.

From City Prison, Brooklyn—Report of fines received during week ending September 28, 1912: Court of Special Sessions, \$50; City Magistrates' Courts, \$45—total, \$95.

Appointed—Thomas McMann, Orderly at Branch Workhouse, Harts Island, at \$240 per annum, October 1; Patrick McGloin, Orderly at Workhouse, Blackwells Island, at \$240 per annum, October 1.

Salary Increased—John J. Fox, Orderly at Workhouse, Blackwells Island, from \$240 to \$360 per annum, October 1; William Shallow, Orderly at Branch Workhouse, Harts Island, from \$240 to \$360 per annum, October 1.

Resigned—Mrs. Katie Downey, Orderly at Penitentiary, Blackwells Island, October 1.

PATRICK A. WHITNEY, Commissioner.

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., Adolph L. Kilae; 52d Dist., Daniel R. Coleman; 53d Dist., Frederick H. Stevenson; 54th Dist., Jessie D. Moore; 55th Dist., Frank T. Dixon; 56th Dist., William P. McCarron; 57th Dist., Robert H. Basse; 58th Dist., O. Grant Estesbrook; 59th Dist., George A. Morrison; 60th Dist., Otto Mühlbauer; 61st Dist., William H. Pendry; 62d Dist., Jacob J. Veltz; 63d Dist., Edward Eichhorn; 64th Dist., Henry F. Grim; 65th Dist., James F. Martin.

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'Keefe, Arden M. Robbins, James A. Farley; Samuel Sacha, 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. Sprengel; 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.

Anton C. Astaria.

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, Clerk.

Telephone, 2946 Bryant.

BOROUGH OFFICES.

Manhattan.

No. 112 West Forty-second street.

William C. Baxter, Chief Clerk.

Telephone, 2948 Bryant.

The Bronx.

One Hundred and Thirty-eighth street and Morris Avenue (Solingen Building).

John L. Burgoine, 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. Saturday days, from 9 a. m. to 12 m.

BOARD OF ESTIMATE AND APPORTIONMENT.

The Mayor, Chairman; the Comptroller, President of the Board of Aldermen; the President of the Borough of Manhattan; the President of the Borough of Brooklyn; the President of the Borough of The Bronx; the President of the Borough of Queens; the President of the Borough of Richmond.

OFFICE OF THE SECRETARY.

Joseph Haag, Secretary; William M. Lawrence, Assistant Secretary; Charles V. Ade, Clerk to Board.

No. 277 Broadway, Room 1406. Telephone: 2230 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.

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, 7580 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, 4514 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.

Telephone 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 Recto.

Calvin Tompkins, 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.

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.

Reba C. Bamberger (Mrs.), Joseph Barondess, Nicholas J. Barrett, Henry J. Bigham, Thomas W. Churchill, Joseph E. Coagrove, 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.; Eli W. Kramer (Mrs.), Peter J. Lavelle, Olivia Leventritt (Miss), Isadore M. Levy, 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, Morton Stein, 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, Ira S. Wile, M. D., Frank D. Wilsey,

etc.

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 Arnshtain, Secretary of the Borough. Samuel L. Martin, Secretary to the President. Telephone, 6725 Cortlandt. Edgar Victor Frothingham, Commissioner of Public Works. W. R. Patterson, Assistant Commissioner of Public Works. Telephone, 6700 Cortlandt. Rudolph P. Miller, Superintendent of Buildings. Telephone, 1575 Stuyvesant. 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 Moore, 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, 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, 6388 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.; Saturday, 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. Cahalan and Robert L. Fowler, Surrogates; William V. Leary, Chief Clerk. Bureau of Records: John F. Curry, Commissioner; Charles W. Culkin, Deputy Commissioner. 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.; Saturday, 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.; Saturday, 9 a. m. to 12 m. Charles H. Graf, 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 Feltner, 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. Duke 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. Cropey, District Attorney. Telephone, 2954-5-6-7 Main.

PUBLIC ADMINISTRATOR.

No. 44 Court street (Temple Bar), Brooklyn. 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; Saturday, 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, 395 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. Thordyke C. McKenney, Commissioner of Jurors. Rodman Richardson, Assistant Commissioner. Telephone, 455 Greenpoint.

COUNTY CLERK.

No. 384 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, 2871 and 3872 Hunters Point.

PUBLIC ADMINISTRATOR.

No. 384 Fulton street, Jamaica, Queens County. Randolph White, Public Administrator, County of Queens.

Office hours, 9 a. m. to 4 p. m. Saturday, 9 a. m. to 12 m. Telephone, 387 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, 3768-7 Hunters Point (office).

Henry O. Schleth, Warden. Telephone, 4161 Hunters Point.

SURROGATE.

Daniel Noble, Surrogate. Office, No. 384 Fulton street, Jamaica. Except on Sundays, holidays and half-holidays, the office is open from 9 a. m. to 4 p. m.; Saturdays, 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, 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. Fisch, 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.

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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 Olendorff, 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, Frederick Kernoan, Arthur C. Butts, Joseph E. Corrigan, Moses Herrman, Paul Kotrel, 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. Geismer, John F. Hyland, 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.

Wauhoper Lynn, William F. Moore, John Hoyer, Justices.

Thomas O'Connell, Clerk.

Frank Mangia, 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., 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 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, 4358 Madison square.

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 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 coterminous 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.

Telephone, 3950 Harlem.

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 Lexington avenue to the centre line of Fifth avenue and One Hundred and Tenth street from the centre line of Fifty-ninth street to 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 Bulkeley, 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. Shell, 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. to 4 p. 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 Myrtle 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.

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.

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 the canal, Rapelye avenue, Jackson avenue, Old Bowery Bay road, Bowery Bay, East River and Newtown Creek. Court room, St. Mary's Ly

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, November 9, 1912, n8,20

See General Instructions to Bidders on the last page, last column, of the "City Record."

BOROUGH OF RICHMOND.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF RICHMOND, BOROUGH HALL, ST. GEORGE, NEW BRIGHTON, N. Y. CITY.
SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Richmond, at the above office, until 12 o'clock noon on

TUESDAY, NOVEMBER 19, 1912,

Borough of Richmond.

FURNISHING AND DELIVERING ONE FIFTEEN GROSS TON STEAM ROLLER WITH EQUIPMENT.

The time for the completion of the work and the full performance of the contract is fifteen (15) 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, 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 said President. The plans and drawings may be seen and other information obtained at the office of the Commissioner of Public Works of the Borough of Richmond, Borough Hall, New Brighton, Borough of Richmond.

GEORGE CROMWELL, President.

n7,19.

See General Instructions to Bidders on the last page, last column, of the "City Record."

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.

n28,n30

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 MCLUGHLIN, Clerk.

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 BROOKLYN:

EIGHTH WARD, SECTION 3.

FIFTY-SIXTH STREET—PAVING, between 1st and 2d aves.

Area of assessment: Both sides of 56th st., from 1st ave. to 2d ave., and to the extent of half the block at the intersecting avenues.

EIGHTEENTH WARD, SECTION 10.

SKILLMAN AVENUE—PAVING, between Humboldt st. and Old Woodpoint road.

Area of assessment: Both sides of Skillman ave., from Humboldt st. to Old Woodpoint road, and to the extent of half the block at the intersecting streets.

TWENTY-SECOND WARD, SECTION 4.

FULLER PLACE—PAVING, between Windsor place and Prospect ave.

Area of assessment: Both sides of Fuller place, between Windsor place and Prospect ave., and to the extent of half the block at the intersecting streets.

TWENTY-FOURTH WARD, SECTION 5.

PROSPECT PLACE—PAVING, between Utica and Rochester aves.

Area of assessment: Both sides of Prospect place, between Utica and Rochester aves., and to the extent of half the block at the intersecting avenues.

TWENTY-FOURTH AND TWENTY-SIXTH WARDS, SECTION 5.

PARK PLACE—PAVING, between Saratoga ave. and Eastern parkway extension.

STONES, FLAGGING SIDEWALKS, LAVING CROSSWALKS, BUILDING APPROACHES AND PLACING FENCES, between Bronx and Pelham parkway and Burke ave. (Morris st.). Area of assessment: Both sides of Olinville ave., from Bronx and Pelham parkway to Burke ave., and to the extent of half the block at the intersecting streets.

—that the same were confirmed by the Board of Assessors November 6, 1912, and entered

November 6, 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 entry of the assessments, interest will be collected thereon, as provided in 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 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 now due, with interest at the rate of five per centum per annum 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, in the Bergen Building, fourth floor, southeast corner of Arthur and Tremont aves., Borough of The Bronx, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, November 6, 1912.

n11,21

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 RICHMOND:

FIRST WARD.

CONSTRUCTING A COMBINED SEWER IN WESTERVELT AVENUE, from Curtis place northward to 5th st., and a TEMPORARY COMBINED SEWER IN FIFTH STREET, from Westervelt ave. westward to the brook.

Area of assessment: Plot 3, Block 6; Plot 4, Blocks 1, 2 and 4; Plot 6, Blocks 7, 8, 9, 10 and 1; Plot 7, Blocks 4A, 11 and 12.

The above assessments were confirmed by the Board of Assessors on November 6, 1912, and entered November 6, 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 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 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 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, 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 January 6, 1913, 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, November 6, 1912.

n11,21

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 MANHATTAN:

TWELFTH WARD, SECTION 7.

WEST ONE HUNDRED AND NINTH STREET—RESTORING ASPHALT PAVING, in front of premises No. 227 and 229. Area of assessment, north side of 109th st., between Amsterdam ave. and Broadway, known as Lot 17, in Block 1881.

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 October 26, 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 entry of the said Record of Titles of Assessments, interest will be collected thereon, as provided in section 1019 of the Greater New York Charter.

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, at Borough Hall, St. George, Borough of Richmond, 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 January 6, 1913, 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, November 6, 1912.

n11,21

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property, affected by the following assessments for LOCAL IMPROVEMENTS IN THE BOROUGH OF BROOKLYN:

EIGHTH WARD, SECTION 3.

FIFTY-SIXTH STREET—PAVING, between 1st and 2d aves.

Area of assessment: Both sides of 56th st., from 1st ave. to 2d ave., and to the extent of half the block at the intersecting avenues.

EIGHTEENTH WARD, SECTION 10.

SKILLMAN AVENUE—PAVING, between Humboldt st. and Old Woodpoint road.

Area of assessment: Both sides of Skillman ave., from Humboldt st. to Old Woodpoint road, and to the extent of half the block at the intersecting streets.

TWENTY-SECOND WARD, SECTION 4.

FULLER PLACE—PAVING, between Windsor place and Prospect ave.

Area of assessment: Both sides of Fuller place, between Windsor place and Prospect ave., and to the extent of half the block at the intersecting streets.

TWENTY-FOURTH WARD, SECTION 5.

PROSPECT PLACE—PAVING, between Utica and Rochester aves.

Area of assessment: Both sides of Prospect place, between Utica and Rochester aves., and to the extent of half the block at the intersecting avenues.

TWENTY-FOURTH AND TWENTY-SIXTH WARDS, SECTION 5.

PARK PLACE—PAVING, between Saratoga ave. and Eastern parkway extension.

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 northerly line of Wellington ave. where it is intersected by the prolongation of a line midway between Zerega ave. and Parker st., as these streets are laid out northwardly from Westchester ave., and running thence southwardly at right angles to Wellington ave. a distance of 160 feet; thence westwardly and parallel with Wellington ave. to the intersection with a line at right angles to Wellington ave., and passing through a point on its northerly side where it is intersected by the prolongation of a line midway between Parker st. and Glover st.; thence northwardly along the said line at right angles to Wellington ave. to its northerly side; thence northwardly along the said line midway between Parker st. and Glover st., and along the prolongation of the said line to the intersection with the prolongation of a line midway between St. Raymond ave. and Parker st. as these streets are laid out between Purdy st. and Castle Hill ave.; thence westwardly along the said line midway between St. Raymond ave. and Parker st., as these streets are laid out between Protectory ave. and Castle Hill ave.; thence westwardly along the said line midway between Purdy st. and Glover st., and along the prolongation of the said line to the point or place of beginning.

NOTICE OF SALE OF TAX LIENS OF THE CITY OF NEW YORK FOR UNPAID TAXES, WATER RENTS AND ASSESSMENTS FOR LOCAL IMPROVEMENTS UPON LANDS AND TENEMENTS WITHIN THAT PART OF THE CITY OF NEW YORK NOW KNOWN AND DESCRIBED AS THE BOROUGH OF RICHMOND.

THE CITY OF NEW YORK.

DEPARTMENT OF FINANCE.

Bureau for the Collection of Assessments and Arrears of Taxes and Assessments, Stewart Building, No. 280 Broadway, Borough of Manhattan, City of New York.

Under the direction of Hon. William A. Prendergast, Comptroller of The City of New York, I, Daniel Moynahan, Collector of Assessments and Arrears, hereby give public notice, pursuant to the provisions of chapter 17, title 5, of the Greater New York Charter:

That the respective owners of the lands and tenements within that part of The City of New York now known as the Borough of Richmond, on which taxes have been assessed and become a lien, so as to be due and payable for the years prior to and including 1908, including taxes on the real estate of corporations and taxes on special franchises of corporations for the said years, and which now remain due and unpaid:

And that the respective owners of all lands and tenements in The City of New York, in the Borough aforesaid, on which assessments for local improvements have been assessed according to law, and confirmed and entered, and which became a lien so as to be due and payable prior to and including March 22, 1909, and which now remain due and unpaid, are required to pay the amount of said taxes and assessments so remaining due and unpaid, together with all unpaid taxes and assessments on the property affected which became a lien so as to be due and payable prior to April 2, 1912 (the taxes required to be paid thus comprising all unpaid taxes affecting such properties, contained in assessment rolls down to and including the assessment roll of The City of New York for the year 1911; and the assessments for local improvements required to be paid thus comprising all unpaid assessments for local improvements affecting said properties, confirmed and entered up to March 22, 1912, inclusive), with the interest thereon at the rate of 7 per centum per annum, from the time the same became due to the date of payment, together with the charges of this notice and advertisement, to the Collector of Assessments and Arrears, at his office, in the Borough Hall, New Brighton, Borough of Richmond, City of New York.

And that if default shall be made in such payment, the tax lien of The City of New York for all said unpaid taxes and assessments for local improvements affecting said lands and tenements will be sold at public auction in Room 129, Borough Hall, New Brighton, in the Borough of Richmond, in the City of New York, on

WEDNESDAY, NOVEMBER 13, 1912,

at two o'clock in the afternoon of that day, for the lowest rate of interest, not exceeding 12 per centum per annum, at which any person or persons shall offer to take the same in consideration of advancing the said tax and assessment and penalties, as the case may be, and interest thereon as aforesaid to the time of sale, the charges of notice and advertisement, and all other costs and charges accrued thereon; and that such sale will be continued from time to time until all said liens for taxes and assessments for local improvements so advertised for sale affecting said lands and tenements shall be sold.

The transfer of tax lien to be executed and delivered to the purchaser thereof pursuant to the terms of the said sale shall be subject to the lien for and right of The City of New York to collect and receive all taxes, water rents and assessments for local improvements and penalties and interest thereon which accrued and became a lien, or which shall accrue and become a lien upon said premises on and after the day of the date of this first advertisement of said sale as stated herein, namely, the 2d day of April, 1912 (i. e., the lien for and right of The City of New York to collect and receive all taxes and water rents included in the assessment rolls of The City of New York for the years subsequent to 1911, and assessments for local improvements entered subsequent to March 22, 1912.)

Notice is hereby further given that a particular and detailed statement of the property affected and the tax liens thereon which are to be sold, is published in a pamphlet, and that copies thereof are deposited in the offices of the Collector of Assessments and Arrears in the Boroughs of Richmond and Manhattan, and will be delivered to any person applying for the same.

DANIEL MOYNAHAN, Collector of Assessments and Arrears of The City of New York.

Dated New York, April 2, 1912.

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DEPARTMENT OF EDUCATION.

DEPARTMENT OF EDUCATION, CORNER OF PARK AVE. AND FIFTY-NINTH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE RECEIVED BY THE SUPERINTENDENT OF SCHOOL SUPPLIES AT THE ABOVE OFFICE OF THE DEPARTMENT OF EDUCATION UNTIL 11 A. M., ON

TUESDAY, NOVEMBER 19, 1912,

FOR FURNISHING AND DELIVERING SPECIAL AND GENERAL SUPPLIES, AS FOLLOWS: DOMESTIC SCIENCE, DRAWING, JANITORS', KINDERGARTEN, MIMEOGRAPH, MISCELLANEOUS, NEOSTYLE, PHYSICAL TRAINING, RECORDS, SCIENCE, SEWING, STATIONERY, TYPEWRITING AND WORKSHOP SUPPLIES, FOR THE DAY AND EVENING HIGH SCHOOLS AND DAY AND EVENING ELEMENTARY SCHOOLS OF THE CITY OF NEW YORK.

The time for the delivery of the articles, materials and supplies and the performance of the contract is by or before December 31, 1913.

The amount of security required is fifty (50) per cent. of the amount of the bid or estimate.

The bidder will state the price of each item or classes of items herein contained or hereto annexed, by which the bids will be tested. Award will be made to the lowest bidder on each item or classes of items whose sample is equal to the Board sample submitted for inspection or referred to by catalogue number.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Bids must be submitted in duplicate, each in a separate envelope.

Blank forms and further information may be obtained at the office of the Superintendent of School Supplies, Board of Education, corner of Park ave. and 59th st.

PATRICK JONES, Superintendent of School Supplies.

Dated November 7, 1912. n7,19.

SEE GENERAL INSTRUCTIONS TO BIDDERS ON THE LAST PAGE, LAST COLUMN, OF THE "CITY RECORD."

DEPARTMENT OF DOCKS AND FERRIES.

OFFICE OF THE DEPARTMENT OF DOCKS AND FERRIES, PIER "A," FOOT OF BATTERY PLACE, NORTH RIVER, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

AUCTION SALE OF LEASES.

JOSEPH P. DAY, AUCTIONEER, WILL SELL, ON BEHALF OF THE DEPARTMENT OF DOCKS AND FERRIES, AT PIER "A," FOOT OF BATTERY PLACE, NORTH RIVER, BOROUGH OF MANHATTAN, AT PUBLIC AUCTION TO THE HIGHEST BIDDER, ON

FRIDAY, NOVEMBER 22, 1912, COMMENCING AT 10:30 O'CLOCK A. M., FOR A TERM OF FIVE YEARS, FROM NOVEMBER 25, 1912, A LEASE OF THE FOLLOWING DESCRIBED PROPERTY:

Beginning at a point at the inner end of the south side of the pier foot of E. 60th st.; running thence easterly a distance of about one hundred and thirty (130) feet to the out-shore end of the present dumping board on said pier; thence northerly and along the out-shore end of the dumping board eighteen (18) feet to the northeasterly corner of said dumping board; thence westerly and along the northerly side of said dumping board about one hundred and thirty-five (135) feet to the inner end of the pier; thence southerly a distance of about eighteen (18) feet along the inner end of the pier to the point or place of beginning, together with the right to use the entire south side of the pier.

The lessee shall have the right to use the dumping board now erected on said premises, together with the existing ramp or approach thereto.

TERMS AND CONDITIONS OF SALE.

The upset price of the parcel offered for sale will be announced by the auctioneer at the time of sale, and no bid will be received which shall be less than the upset price.

The auctioneer's fee of Fifty Dollars (\$50) must be paid by the purchaser at the time of sale.

The purchaser will be required at the time of the sale to pay, in addition to the auctioneer's fee, namely Fifty Dollars (\$50), to the Department of Docks and Ferries twenty-five per cent. (25%) of the amount of the annual rent bid as security for the execution of the lease,

which twenty-five per cent. (25%) will be applied to the rent first accruing under the lease, when executed, or will be forfeited to the Department of Docks and Ferries if the purchaser neglects or refuses to execute the lease with good and sufficient surety to be approved by the Commissioner of Docks within ten (10) days after being notified that the lease is prepared and ready for execution at the office of the Department of Docks and Ferries, Pier "A," foot of Battery place, North River.

The Department expressly reserves the right to resell the lease of the premises bid for by those failing, refusing or neglecting to comply with these terms and conditions, the party so failing, refusing or neglecting to be liable to The City of New York for any deficiency resulting from or occasioned by such resale.

The term for which the lease is sold will commence at the date mentioned in this advertisement, namely November 25, 1912, and rent will be payable from that date.

The lessee will be required to erect over the present dumping board, within one hundred and twenty (120) days from the date of the commencement of the lease, a corrugated metal shed with steel supports.

No dredging will be done prior to the commencement of the lease in the slip or basin or water immediately adjacent to the premises and the premises and the structures thereon must be taken in the condition in which they are at the commencement of the term of the lease, and no claim or demand that the premises or property or any structures thereon are not in suitable and tenantable condition at the commencement of the term will be allowed by the Commissioner of Docks.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Bids must be submitted in duplicate, each in a separate envelope.

Blank forms and further information may be obtained at the office of the Superintendent of School Supplies, Board of Education, corner of Park ave. and 59th st.

PATRICK JONES, Superintendent of School Supplies.

Dated November 7, 1912. n7,19.

SEE GENERAL INSTRUCTIONS TO BIDDERS ON THE LAST PAGE, LAST COLUMN, OF THE "CITY RECORD."

account of or by reason of the premises or any part thereof being occupied for or on account of any repairs, rebuilding, painting or dredging.

The lessee will be required upon the execution of the lease to furnish bond executed by a guaranty or surety company, to be approved by the Commissioner of Docks, in double the amount of the annual rent bid, for the faithful performance of all the covenants and conditions of the lease. In the event that the Commissioner of Docks shall, during the term of said lease, for any reason whatsoever, deem it advisable that other surety or sureties should be substituted in lieu of the surety or sureties upon the bond, then, and in such event, the lessee shall and will, whenever so ordered by the Commissioner of Docks, furnish a new bond with such surety or sureties as may be approved by him in lieu of the bond originally furnished.

The lessee will be required to agree that he will at all times keep posted in at least two conspicuous places upon the pier, printed in large type, so that the same can be readily seen by passers-by on Avenue A, the prices to be charged to the public for the privilege of dumping, and that the maximum prices to be charged to the public shall be as follows:

For single dump carts, not exceeding 40 cents.

For single trucks, not exceeding 50 cents.

For double trucks, not exceeding 70 cents.

Rubbish and light material, 20 cents additional per truck.

—it being understood and agreed that the establishment of such maximum or limiting prices does not prevent the lessee, at his option, from charging lower rates, and that during the life of the lease the Commissioner of Docks may, in his discretion, increase but not decrease said maximum or limiting prices, but such prices shall only be increased after the establishment of justifying facts as to market conditions at a public hearing before him.

The lessee will be required to agree that he will at all times during the term of the lease keep true and correct books of account, showing moneys received, the quantity of material dumped and where disposed of, the rates charged therefor and the names of persons using the dump, and that said books of account shall at all times during the term of the lease be open to inspection by the Commissioner of Docks or his authorized representative.

The lessee will be required to agree that he will at all times during the term of the lease continue to operate a dumping board on the premises leased and that said dumping board shall be public to all, and that no application for dumping privileges shall be refused until the maximum capacity of the board is reached, and that there shall be no discrimination in price charged either by special rate or rebate.

The premises demised, or any part thereof, shall not be used as a stable nor for the sorting or storage of rags, barrels, boxes or refuse of any kind, and the premises shall at all times be kept in a clean and sanitary condition to the satisfaction of the Commissioner of Docks.

The establishment of violation of any of the terms and conditions herein contained as fact in the judgment of the Commissioner of Docks shall be sufficient ground for the cancellation of the lease, and in such event the lessee will make no claim of any kind whatsoever for damages against The City of New York.

The lessee will be required to agree that if at any time during the term hereby created the Commissioner of Docks shall determine to proceed with the work of building or rebuilding wharves, piers, bulkheads, basins, docks or slips within a section or district of the water-front which shall include the premises hereinbefore described, according to any plan or plans now adopted and approved, or which may hereafter be adopted and approved, and pursuant to any existing or future law, and if the said Commissioner of Docks shall determine that for the purpose of such building or rebuilding it will be necessary to terminate the interest of the lessee in the property hereby leased, or any part thereof, then upon service upon the lessee of written notice from the Commissioner of Docks to that effect, the interest of the lessee in the said property, or part thereof, shall be thereby terminated and the rent hereby reserved shall cease from the date specified in said notice, and no claim for damages or compensation in favor of the lessee by reason of the termination of such interest or to, or on account of any construction or improvement that may have been erected by the lessee shall, at any time, be made by the lessee or by any person or persons whatsoever.

The remaining terms and conditions of the lease shall be similar to those contained in leases of wharf property now used by the Department of Docks and Ferries, copies of which may be seen and examined at the office of the Department, Pier "A," foot of Battery place, North River, Borough of Manhattan.

CALVIN TOMKINS, Commissioner of Docks.

and Ferries, at Pier "A," foot of Battery place, North River, Borough of Manhattan, at public auction, to the highest bidder, on

FRIDAY, NOVEMBER 22, 1912, commencing at 10:30 o'clock a. m., for a term of five years, from November 25, 1912, leases of the following described property:

Parcel No. 1. Commencing at a point where the northerly side of the pier foot of W. 47th st. intersects the existing crib bulkhead; running thence westerly and along the northerly side of said pier a distance of two hundred and one and five-tenths (201.5) feet, more or less; thence southerly and at right angles to the northerly side of said pier a distance of twenty (20) feet; thence easterly and parallel with the northerly side of said pier a distance of two hundred and one and five-tenths (201.5) feet, more or less; thence northerly and at right angles to the preceding course a distance of twenty (20) feet to the point or place of beginning.

Together with the right to use the existing dumping board on said premises and the right to use jointly with the lessee of the most westerly or offshore dump on the northerly side of said pier, the ramp or approach thereto.

Parcel No. 2. Commencing at a point in the northerly side of the pier foot of W. 47th st., distant two hundred and one and five-tenths (201.5) feet more or less, westerly from the point where the northerly side of said pier intersects the existing crib bulkhead; thence running along the northerly side of said pier a distance of one hundred and sixty-one (161) feet, more or less, to the easterly boundary of the portion of the pier occupied by the Department of Street Cleaning; running thence southerly and at right angles to the northerly side of said pier a distance of twenty (20) feet; running thence westerly and parallel with the northerly side of said pier a distance of one hundred and sixty-one (161) feet, more or less; running thence northerly and at right angles to the preceding course a distance of twenty (20) feet to the point or place of beginning.

Together with the right to use the existing dump on said premises as a manure dump and the right to use jointly with the lessee of the most easterly or inshore dump on the northerly side of said pier, the ramp or approach thereto.

The lessees of Parcels Nos. 1 and 2 shall have equal rights in the use of the ramp or approach to said dumping board and the establishment of interference by either lessee with the other's use of said ramp or approach as a fact in the judgment of the Commissioner shall be sufficient ground for the cancellation of the lease of the offending party, and in such event no claim of any kind whatsoever shall be made for damages against The City of New York.

Each parcel will be sold separately.

TERMS AND CONDITIONS OF SALE.

The upset price of the said parcels offered for sale will be announced by the auctioneer at the time of sale and no bid will be received which shall be less than the upset price.

The auctioneer's fee of Fifty Dollars (\$50) on each lot or parcel must be paid by the purchaser thereto, respectively, at the time of sale.

Each purchaser of a lease will be required at the time of the sale to pay, in addition to the auctioneer's fees, namely Fifty Dollars (\$50) on each parcel, to the Department of Docks and Ferries twenty-five per cent. (25%) of the amount of the annual rent bid as security for the execution of the lease, which twenty-five per cent. (25%) will be applied to the rent first accruing under the lease, when executed, or will be forfeited to the Department of Docks and Ferries if the purchaser neglects or refuses to execute the lease with good and sufficient surety to be approved by the Commissioner of Docks within ten (10) days after being notified that the lease is prepared and ready for execution at the office of the Department of Docks and Ferries, Pier "A," foot of Battery place, North River.

The Department expressly reserves the right to resell the lease of the premises bid for by those failing, refusing or neglecting to comply with these terms and conditions, the party so failing, refusing or neglecting to be liable to The City of New York for any deficiency resulting from or occasioned by such resale.

The term for which the leases are sold will commence at the date mentioned in this advertisement, viz.: November 25, 1912, and rents will be payable from that date in each case.

The lessees will be required to erect over the present dumping boards, within one hundred and twenty (120) days from the date of the commencement of the leases, corrugated metal sheds with steel supports.

No dredging will be done prior to the commencement of the lease in the slips or basins or water immediately adjacent to the premises and the structures thereon must be taken in the condition in which they are at the commencement of the term of the lease, and no claim or demand that the premises or property or any structures thereon are not in suitable and tenantable condition at the commencement of the term will be allowed by the Commissioner of Docks.

All dumping boards erected or maintained under the provisions of the lease will extend from a line parallel to and about eighteen (18) feet north of the northerly line of said pier to a line parallel to and about eighteen (18) feet south of the southerly line of the pier, in all a distance of about thirty-six (36) feet.

All ramps, runways, approaches, dumping boards, sheds and all other structures erected under the provisions of the lease shall be constructed in accordance with plans and specifications to be submitted to and approved by the Chief Engineer of the Department of Docks and Ferries and shall be erected under his direction and supervision.

Beginning at a point in the northerly line of the pier foot of W. 47th st., distant two hundred and one and five-tenths (201.5) feet, more or less, westerly from the existing crib bulkhead; running thence northerly and at right angles to said pier a distance of one hundred (100) feet; thence easterly and parallel with the northerly side of said pier a distance of one hundred and sixty-one (161) feet, more or less; thence southerly and at right angles to the northerly side of said pier a distance of one hundred (100) feet; thence easterly and along the northerly side of said pier a distance of one hundred and sixty-one (161) feet, more or less, to the point or place of beginning.

All repairs, maintaining, rebuilding or painting required or necessary in the opinion of the Commissioner of Docks to be done to or upon the premises leased or the structures thereon, including the metal shed, shall be done by and at the sole cost and expense of the lessee to the satisfaction of the Commissioner of Docks, it being understood, however, that all repairs to the ramp or approach to the two dumping boards shall be made at the sole cost and expense of the lessee of Parcel No. 1, and no claim or demand shall be made by the lessee of Parcel No. 1 upon the lessee of Parcel No. 2 for any portion of the cost of repairs or any other expense incidental to the maintenance, rebuilding, painting or repairs to or upon the said ramp or approach.

If by reason of total or partial destruction from any cause, the premises hereby leased, or the structures thereon including the metal shed, shall require to be rebuilt, the same shall be so rebuilt under the direction of the Commissioner of Docks in like manner and similar to the premises destroyed by, and at the expense of the lessee, and in accordance with plans and specifications submitted to and approved by the Commissioner of Docks.

In case the lessee shall make default or shall neglect to make repairs or rebuilding or do such painting or dredging for the space of ten days after notice so to do shall have been given by the Commissioner of Docks or any proper officer, agent or employee of the Department of Docks and Ferries, then the lease shall be null and void and the lessee will pay to The City of New York such damages as it may have sustained, or the Commissioner of Docks may, at his option, make such repairs and rebuilding or do such dredging and painting, and the full cost and expense thereof shall and will be paid on demand by the lessee to The City of New York, and no claim for damages or for reduction of rent shall be made by the lessee by reason thereof.

No claim or demand will be considered or allowed by the Department for any loss or deprivation from use of said premises or otherwise resulting from or occasioned by any delay on account of or by reason of the premises or any part thereof being occupied for or on account of any repairs, rebuilding, painting or dredging.

The lessee will be required upon the execution of the leases to furnish a bond executed by a guaranty or surety company, to be approved by the Commissioner of Docks, in double the amount of the annual rent bid, for the faithful performance of all the covenants and conditions of the lease. In the event that the Commissioner of Docks shall, during the term of said lease, for any reason whatsoever, deem it advisable that other surety or sureties should be substituted in lieu of the surety or sureties upon the bond, then and in such event the lessee shall and will, whenever so ordered by the Commissioner of Docks, furnish a new bond with such surety or sureties as may be approved by him in lieu of the bond originally furnished.

The lessee of Parcel 1 only will be required to agree that he will at all times keep posted in at least two conspicuous places upon the pier, printed in large type, so that same can be readily seen by passers-by on 12th ave., the prices to be charged to the public for the privilege of dumping and that the maximum prices to be charged the public shall be as follows:

For single dump carts, not exceeding 40 cents. For single trucks, not exceeding 50 cents. For double trucks, not exceeding 70 cents. Rubbish and light material, 20 cents additional per truck.

It being understood and agreed that the establishment of such maximum or limiting prices does not prevent the lessee, at his option, from charging lower rates, and that during the life of the lease the Commissioner of Docks may, in his discretion, increase, but not decrease said maximum or limiting prices, but such prices shall only be increased after the establishment of justifying facts as to market conditions at a public hearing before him.

The lessee will be required to agree that he will at all times during the term of the lease keep true and correct books of account, showing moneys received, the quantity of material dumped and where disposed of, the rates charged therefor and the names of persons using the dump; and that said books of account shall at all times during the term of the lease be open to inspection by the Commissioner of Docks or his authorized representative.

The lessee will be required to agree that he will at all times during the term of the lease continue to operate a dumping board on the premises leased, and that said dumping board shall be public to all, and that no application for dumping privileges shall be refused, until the maximum capacity of the board is reached, and in the lease of Parcel 1 that there shall be no discrimination in price charged, either by special rate or rebate.

The premises demised, or any part thereof, shall not be used as a stable, nor for the sorting or storage of rags, barrels, boxes or refuse of any kind, and the premises shall at all times be kept in a clean and sanitary condition to the satisfaction of the Commissioner of Docks.

The establishment of violation of any of the terms and conditions herein contained as fact in the judgment of the Commissioner of Docks, shall be sufficient ground for the cancellation of the lease, and in such event the lessee will make no claim of any kind whatsoever for damages against The City of New York.

If at any time during the term of the lease the Commissioner of Docks shall determine that for the purpose of the construction of a marginal freight elevated railroad or terminal buildings, or for the prosecution of the work of constructing terminal facilities and equipment thereof and therefor, in accordance with a plan duly adopted and certified, or any amendment thereof, or addition thereto, so adopted and certified in accordance with the provisions of chapter 776 of the Laws of 1911, or for any of the purposes specified in said act, or any amendment thereof, or if the Commissioner of Docks shall determine that it is necessary to enter upon and use the water-front areas covered by this lease for the purpose of constructing longer piers for the accommodation of large steamships, it will be necessary to terminate the interest of the lessee in the property hereby leased, or any part thereof, then upon the service of written notice from the Commissioner of Docks to that effect, the interest of the lessee in said property shall be thereby terminated and the rent hereby reserved shall cease from the date specified in said notice, and no claim for damages or compensation in favor of the lessee by reason of the termination of such interest or to, or on account of any construction or improvement that may have been erected by the

lessee shall, at any time, be made by the lessee or by any person or persons whomsoever.

The remaining terms and conditions of the lease shall be similar to those contained in leases of wharf property now used by the Department of Docks and Ferries, copies of which may be seen and examined at the office of the Department, Pier "A," foot of Battery place, North River, Borough of Manhattan.

CALVIN TOMKINS, Commissioner of Docks.

n11,22

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

THURSDAY, NOVEMBER 21, 1912,
CONTRACT NO. 1352.

FOR FURNISHING AND DELIVERING GENERAL SUPPLIES.

The time for the completion of the work and the full performance of each class of the contract is on or before the expiration of ninety (90) calendar days.

The amount of security required in each class is as follows:

Class 1, sheet metal other than brass, Two Hundred and Fifty Dollars (\$250); Class 2, iron dredge chain and spike chain, Two Hundred and Fifty Dollars (\$250); Class 3, dock screw bolts and washers, Five Hundred Dollars (\$500);

Class 4, dock spikes, Three Hundred Dollars (\$300); Class 5, wire nails, Four Hundred Dollars (\$400); Class 6, durable wire rope, Four Hundred Dollars (\$400); Class 7, cast iron, Four Hundred and Fifty Dollars (\$450); Class 8, miscellaneous, Five Hundred Dollars (\$500); Class 9, hardware, One Thousand Five Hundred Dollars (\$1,500); Class 10, cast iron and malleable iron steam fittings and wrought iron, cast iron and lead pipe, Seven Hundred Dollars (\$700);

Class 11, valves, brass steam fittings and pumps, Three Hundred and Fifty Dollars (\$350); Class 12, machine bolts, etc., Four Hundred and Fifty Dollars (\$450); Class 13, metals other than iron or steel, Two Hundred and Fifty Dollars (\$250); Class 14, wrought bar iron, One Hundred Dollars (\$100); Class 15, tool steel, cold rolled, shafting and wire, Two Hundred and Fifty Dollars (\$250); Class 16, canvas, One Hundred and Fifty Dollars (\$150); Class 17, lard oil, One Hundred and Fifty Dollars (\$150); Class 18, linseed oil, Three Hundred Dollars (\$300); Class 19, white and red lead, Four Hundred Dollars (\$400); Class 20, paints, etc., Four Hundred Dollars (\$400); Class 21, electrical supplies, One Hundred and Fifty Dollars (\$150).

The bidder shall state, both in writing and in figures, the price of each item, per pound, piece, sheet, gross or other unit of measure as indicated in the schedules. Extensions must be made and footed up in all cases. Each class of the contract is a separate and distinct contract in itself and as such will be awarded to the bidder whose price for furnishing and delivering all of the material called for in the class 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.

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 upon personal application only when requested by the Commissioner of Docks, furnish a new bond with such surety or sureties as may be approved by him in lieu of the bond originally furnished.

CALVIN TOMKINS, Commissioner of Docks.

Dated October 29, 1912. o31,n21

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, NOVEMBER 20, 1912.

1. FOR REGULATING, PAVING AND REPAVING WITH PERMANENT ASPHALT PAVEMENT ON A SIX-INCH CONCRETE FOUNDATION THE ROADWAY OF ALABAMA AVE., FROM PITKIN AVE. TO GLENMORE AVE.

The Engineer's estimate is as follows: 1,400 square yards asphalt pavement (5 years maintenance).

235 cubic yards concrete.

780 linear feet new curbstone set in concrete.

90 linear feet old curbstone reset in concrete.

35 linear feet bluestone heading stones set in concrete.

350 cubic yards excavation to subgrade.

Time allowed, thirty (30) working days.

Security required, One Thousand Three Hundred Dollars (\$1,300).

2. FOR REGULATING AND PAVING WITH PERMANENT ASPHALT PAVEMENT ON A SIX-INCH CONCRETE FOUNDATION THE ROADWAY OF 42D ST., FROM NEW Utrecht AVE. TO 13TH AVE., AND FROM 14TH AVE. TO WEST ST.

The Engineer's estimate is as follows: 2,090 square yards asphalt pavement (5 years maintenance).

300 cubic yards concrete.

30 linear feet curbstone set in concrete.

410 cubic yards excavation to subgrade.

Time allowed, thirty (30) working days.

Security required, One Thousand Four Hundred Dollars (\$1,400).

3. FOR REGULATING AND PAVING WITH PRELIMINARY ASPHALT PAVEMENT ON A FOUR-INCH CONCRETE FOUNDATION THE ROADWAY OF E. 7TH ST., FROM BEVERLY ROAD TO AVENUE C.

The Engineer's estimate is as follows: 2,730 square yards asphalt pavement (5 years maintenance).

305 cubic yards concrete.

530 cubic yards excavation to subgrade.

Time allowed, thirty (30) working days.

Security required, One Thousand Eight Hundred Dollars (\$1,800).

4. FOR REGULATING AND PAVING WITH PRELIMINARY ASPHALT PAVEMENT ON A FOUR-INCH CONCRETE FOUNDATION THE ROADWAY OF E. 25TH ST., FROM CLARENCE ROAD TO CANARIE LANE.

The Engineer's estimate is as follows: 1,420 square yards asphalt pavement (5 years maintenance).

160 cubic yards concrete.

35 linear feet bluestone heading stones set in concrete.

275 cubic yards excavation to subgrade.

Time allowed, thirty (30) working days.

Security required, Nine Hundred Dollars (\$900).

5. FOR REGULATING AND REPAVING WITH ASPHALT ON A CONCRETE FOUNDATION THE ROADWAYS OF ELMORE PLACE, FROM FOSTER AVE. TO FABRAGUT ROAD, AND KENMORE PLACE, FROM

FOSTER AVE. TO 377 FEET NORTH OF AVENUE G.

The Engineer's estimate is as follows: 4,590 square yards asphalt pavement (5 years maintenance).

640 cubic yards concrete.

Time allowed, thirty (30) working days.

Security required, Three Thousand Dollars (\$3,000).

6. FOR REGULATING AND PAVING WITH PERMANENT ASPHALT PAVEMENT ON A SIX-INCH CONCRETE FOUNDATION THE ROADWAY OF MALBONE ST., FROM NEW YORK AVE. TO NOSTRAND AVE.

The Engineer's estimate is as follows: 3,520 square yards asphalt pavement outside railroad area (5 years maintenance).

335 square yards asphalt pavement within railroad area (no maintenance).

55 cubic yards concrete within railroad area.

170 linear feet bluestone heading stones set in concrete.

960 cubic yards excavation to subgrade.

Time allowed, thirty (30) working days.

Security required, Two Thousand Five Hundred Dollars (\$2,500).

7. FOR REGULATING AND REPAVING WITH GRADE 1 GRANITE ON A CONCRETE FOUNDATION THE ROADWAY OF PROSPECT ST., FROM FULTON ST. TO WASHINGTON ST.

The Engineer's estimate is as follows: 324 square yards grade 1 granite pavement with tar and gravel joints, outside railroad area (1 year maintenance).

140 square yards grade 1 granite pavement with tar and gravel joints, within railroad area (no maintenance).

10 square yards old stone pavement to be relaid.

40 cubic yards concrete outside railroad area.

25 cubic yards concrete within railroad area.

360 linear feet new curbstone set in concrete.

50 linear feet old curbstone reset in concrete.

Time allowed, thirty (30) working days.

Security required, Seven Hundred Dollars (\$700).

8. FOR REGULATING AND PAVING WITH PRELIMINARY ASPHALT PAVEMENT ON A FOUR-INCH CONCRETE FOUNDATION THE ROADWAY OF W. 16TH ST., FROM NEPTUNE AVE. TO CANAL AVE.

The Engineer's estimate is as follows: 2,250 square yards asphalt pavement (5 years maintenance).

250 cubic yards concrete.

30 linear feet bluestone heading stones set in concrete.

440 cubic yards excavation to subgrade.

Time allowed, thirty (30) working days.

Security required, One Thousand Five Hundred Dollars (\$1,500).

9. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON W. 33D ST., FROM NEPTUNE AVE. TO SURF AVE.

The Engineer's estimate is as follows: 90 linear feet old curbstone set in concrete.

600 cubic yards excavation.

5,320 cubic yards filling (to be furnished).

2,930 linear feet cement curbs (1 year maintenance).

14,500 square feet cement sidewalks (1 year maintenance).

1,410 cubic yards top soil or loam (to be furnished).

Time allowed, seventy (70) working days.

Security required, Three Thousand Five Hundred Dollars (\$3,500).

10. FOR REGULATING AND PAVING WITH PRELIMINARY ASPHALT PAVEMENT ON A FOUR-INCH CONCRETE FOUNDATION THE ROADWAY OF 41ST ST., FROM 16TH AVE. TO WEST ST.

The Engineer's estimate is as follows: 2,090 square yards asphalt pavement (5 years maintenance).

300 cubic yards concrete.

30 linear feet curbstone set in concrete.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF BROOKLYN, ROOM NO. 2, BOROUGH HALL, BOROUGH OF BROOKLYN, THE CITY OF NEW YORK. SEALED BIDS OR ESTIMATES WILL BE received by the President of Borough of Brooklyn at the above office until 11 o'clock a. m., on

WEDNESDAY, NOVEMBER 13, 1912. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR CONSTRUCTING FOUNDATION FOR SANITARY SEWER IN WEST FIFTEENTH ST., FROM MERMAID AVE. TO CANAL AVE.; AND STORM SEWER IN WEST FIFTEENTH ST., FROM MERMAID AVE. TO CANAL AVE.; AND TRIBUTARY SANITARY SEWERS IN MERMAID AVE., FROM WEST SEVENTEENTH ST. TO STILLWELL AVE.; IN SURF AVE., FROM WEST SEVENTEENTH ST. TO WEST TWELFTH ST.; AND IN WEST FIFTEENTH ST., FROM SURF AVE. TO MERMAID AVE.; AND TRIBUTARY STORM SEWERS IN NEPTUNE AVE., FROM WEST SEVENTEENTH ST. TO STILLWELL AVE.; IN MERMAID AVE., FROM WEST SEVENTEENTH ST. TO STILLWELL AVE.; IN SURF AVE., FROM WEST SEVENTEENTH ST. TO STILLWELL AVE.; AND IN WEST FIFTEENTH ST., FROM SURF AVE. TO MERMAID AVE.

The Engineer's estimate of the quantities is as follows:

21,000 linear feet Spruce Piles.
52,000 feet B. M. Yellow Pine Pile Caps.

86,000 feet B. M. Foundation Planking.

The time allowed for the completion of the work and full performance of the contract is three hundred (300) working days. The provision as to time shall not be modified.

The amount of security required is Five Thousand Dollars (\$5,000).

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, foot board measure or other unit of measure, by which the bids will be measured.

The bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Bureau of Sewers, the Borough of Brooklyn, No. 215 Montague st., Brooklyn.

ALFRED E. STEERS, President.
Dated October 28, 1912. 031,n13.

See General Instructions to Bidders on the last page, last column, of the "City Record."

DEPARTMENT OF PARKS.

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, NOVEMBER 21, 1912. Borough of Brooklyn.
FOR FURNISHING AND DELIVERING FRESH BEEF AND FISH AT THE MENAGERIE, PROSPECT PARK, BOROUGH OF BROOKLYN.

The time allowed for the completion of this contract will be one hundred and eighty-one (181) days.

The amount of security required is Seven Hundred Dollars (\$700).

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.

031,n13
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, NOVEMBER 21, 1912. Borough of Brooklyn.
FOR FURNISHING AND DELIVERING COAL IN PARKS AND ON PARKWAYS, BOROUGH OF BROOKLYN.

The time allowed for the completion of this contract will be ninety (90) days.

The amount of security required is Eight Hundred Dollars (\$800).

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.

031,n13
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, NOVEMBER 21, 1912. Borough of Brooklyn.
FOR FURNISHING AND DELIVERING FORAGE IN PROSPECT PARK, BOROUGH OF BROOKLYN.

The time allowed for the completion of this contract will be one hundred eighty-one (181) days.

The amount of security required is two thousand dollars (\$2,000).

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.

031,n13
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, NOVEMBER 21, 1912. Borough of The Bronx.
FOR FURNISHING ALL THE LABOR AND MATERIALS, AND PAVING WITH ASPHALTIC PAVEMENT THE ROADWAY OF THE BRONX AND PELHAM PARKWAY, FROM THE WESTERLY END OF THE BRIDGE OVER THE TRACKS OF THE N. Y. N. H. & H. R. R. TO A POINT 345 FEET WESTERLY THEREOF, IN THE BOROUGH OF THE BRONX, IN THE CITY OF NEW YORK.

The time allowed for the completion of the contract is thirty (30) consecutive working days.

The amount of security required is One Thousand Dollars (\$1,000).

The bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms and other information may be obtained at the office of the Department of Parks, Zbrowski Mansion, Claremont Park, Borough of The Bronx, on personal application; or by mail, only when request is accompanied by ten (10) cents in stamps to pay postage.

CHARLES B. STOVER, President; THOMAS J. HIGGINS, MICHAEL J. KENNEDY, WALTER G. ELIOT, Commissioners of Parks.

contractor of a written order to deliver the truck from the Commissioner of Bridges.

The amount of security to guarantee the faithful performance of the work will be one thousand dollars (\$1,000).

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.

ARTHUR J. O'KEEFFE, Commissioner.

Dated October 28, 1912. 031,n14.

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.

FRIDAY, NOVEMBER 22, 1912.

No. 1. FOR THE CONSTRUCTION OF THE ELECTRICAL WORK FOR THE BRONX BOROUGH COURT HOUSE, AT THE PUBLIC SQUARE BOUNDED BY BROOK AVE., 3D AVE. AND 161ST ST., BRONX BOROUGH, NEW YORK CITY.

All conduit work must be installed immediately after the execution of the contract, and same must be completed in thirty days. All other works must be installed as required by the progress of the completion of the building, or at the notice of the architect.

The amount of security required will be Five Thousand Dollars (\$5,000).

No. 2. FOR ALL OF THE LABOR AND MATERIALS REQUIRED FOR ERECTION OF FIRE ESCAPES ON THE BOROUGH HALL.

The time allowed for the completion of the work and the performance of the contract will be forty-five (45) calendar consecutive working days.

The amount of security required will be Five Hundred Dollars (\$500).

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.

n11,22

See General Instructions to Bidders on the last page, last column, of the "City Record."

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.

FRIDAY, NOVEMBER 22, 1912.

No. 1. FOR REGULATING, GRADING, SETTING CURBSTONE, 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 is as follows:

300 cubic yards of excavation of all kinds.

1,200 cubic yards of filling.

950 linear feet of new curb.

3,900 square feet of cement flagging.

400 cubic yards of dry rubble masonry.

50 linear feet of vitrified pipe, 12 inches in diameter.

650 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 PAVING WITH SHEET ASPHALT THE ROADWAY AND SIDEWALKS OF 172D ST. BRIDGE OVER THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the work is as follows:

300 square yards of completed sheet asphalt pavement on roadway, including binder course, and keeping the pavement in repair for five years from date of acceptance.

250 square yards of completed sheet asphalt pavement on sidewalks, and keeping the pavement in repair for five years from date of acceptance.

The time allowed for the completion of the work will be ten (10) consecutive working days.

The amount of security required will be Two Hundred and Fifty Dollars (\$250).

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.

n11,14

See General Instructions to Bidders on the last page, last column, of the "City Record."

DEPARTMENT OF BRIDGES, 13-21 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 12 o'clock noon on

WEDNESDAY, NOVEMBER 20, 1912.

FOR VARIOUS CASKS, TANKS, MACHINERY, APPARATUS, COOPERAGE AND OTHER EQUIPMENT CONTAINED IN THE ARCHES 18 TO 26 INCLUSIVE, MANHATTAN APPROACH TO THE BROOKLYN BRIDGE FORMERLY OCCUPIED BY LUYTIES BROTHERS, AT AN UPSET PRICE OF TWO THOUSAND ONE HUNDRED AND SEVENTY DOLLARS (\$2,170).

An itemized list of the property, together with the terms and conditions, are contained in the blank forms which may be obtained at the office of the Department of Bridges.

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.

ARTHUR J. O'KEEFFE, Commissioner.

Dated November 7, 1912. 031,n20.

See General Instructions to Bidders on the last page, last column, of the "City Record."

DEPARTMENT OF BRIDGES, 13-21 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

THURSDAY, NOVEMBER 21, 1912.

FOR FURNISHING AND DELIVERING STRUCTURAL STEEL TO THE BROOKLYN BRIDGE.

The time for the delivery of the material and for the performance of the contract will be one hundred and twenty (120) calendar days after the receipt by the contractor of a written order to deliver the material, from the Commissioner of Bridges.

The amount of security to guarantee the faithful performance of the work will be Three Thousand Dollars (\$3,000).

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.

ARTHUR J. O'KEEFFE, Commissioner.

Dated November 7, 1912. 031,n21.

See General Instructions to Bidders on the last page, last column, of the "City Record."

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

THURSDAY, NOVEMBER 21, 1912.

FOR FURNISHING ANTHRACITE COAL TO THE BROOKLYN BRIDGE.

The time for the delivery of the material 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 material from the Commissioner of Bridges.

The amount of security to guarantee the faithful performance of the work will be seven thousand dollars (\$7,000).

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.

ARTHUR J. O'KEEFFE, Commissioner.

Dated October 28, 1912. 031,n14.

See General Instructions to Bidders on the last page, last column, of the "City Record."

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

way Company of New York City (hereinafter called the Company), party of the second part, witnesseth:

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

Section 1. The City hereby grants to the Company, subject to the conditions and provisions hereinabove set forth, the right and privilege to construct, maintain and operate a double-track extension to its present street surface railway, with the necessary wires and equipment, for the purpose of conveying passengers only in the Borough of The Bronx, in The City of New York, upon the following route, to wit:

Beginning at and connecting with the existing tracks of the Company in Bailey avenue at or near West 230th street; thence in and upon Bailey avenue to West 230th street; thence in and upon West 230th street to Broadway, and there connecting with the existing tracks of the Company in Broadway. And to cross such other streets and avenues, named and unnamed, as may be encountered in said route.

The said route with turnouts, switches and crossovers hereby authorized, is shown upon a map entitled;

"Map showing proposed Extension of the Union Railway Company of New York City, in the Borough of The Bronx, City of New York, to Accompany Petition to the Board of Estimate and Apportionment, dated May 28, 1908."

—and signed by Edward A. Maher, President, and John F. Fairchild, Engineer; a copy of which is attached hereto, is to be deemed a part of this contract, is to be construed with the text thereof, and is to be substantially followed, provided that deviations therefrom and additional turnouts, switches and crossovers which are consistent with the foregoing description, and the other provisions of this contract may be permitted by resolution of the Board.

Section 2. The grant of this privilege is subject to the following conditions, which shall be complied with by the Company:

First—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 railway shall be obtained by the Company within three (3) months from the signing of this contract by the Mayor, and a copy of such consents shall be filed with the Board within such time, or in the event that such consents cannot be obtained within such time, the Company shall, within said three (3) months, or within one (1) month thereafter, make application to the Appellate Division of the Supreme Court for the appointment of Commissioners in the manner provided by the Railroad Law to determine if said railway ought to be constructed; otherwise this grant shall cease and determine.

Second—The said right to construct, maintain and operate said railway shall be held and enjoyed by the Company from the date upon which this contract is signed by the Mayor until March 1, 1924, with the privilege of renewal of said contract for the further period of twenty-five (25) years, upon a fair revaluation of such 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 (2) years and not later than one (1) 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 last 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 (1) year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding twenty-five (25) years shall be reasonable, and either the City (by the Board) or the Company shall be bound upon request of the other to enter into a written agreement with 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 and 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 (6) months prior to the expiration of this original contract, and their report shall be filed with the Board within three (3) 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 any of 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 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 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.

Third—The Company shall pay to the City for the privilege hereby granted the following sums of money:

(a) The sum of five hundred dollars (\$500) in cash within three (3) months after the date on which this contract is signed by the Mayor, and before anything is done in exercise of the privilege hereby granted.

(b) During the first term of five (5) years an annual sum, which shall in no case be less than one hundred and seventy-five dollars (\$175), and which shall be equal to three (3) per cent. of its gross annual receipts if such percentage shall exceed the sum of one hundred and seventy-five dollars (\$175).

During the second term of five (5) years an annual sum, which shall in no case be less than three hundred and twenty-five dollars (\$325), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of three hundred and twenty-five dollars (\$325).

During the remaining term expiring March 1, 1924, an annual sum, which shall in no case be less than three hundred and fifty dollars (\$350), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of three hundred and fifty dollars (\$350).

The gross annual receipts mentioned above shall be that portion of the gross receipts of the

Company as shall bear the same proportion to its whole gross receipts as the length of the extension hereby authorized shall bear to the entire length of the railway of the Company in operation within the limits of the City.

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 upon 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 amount 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.

The annual charges herein provided are intended to include the percentages of gross receipts now required to be paid by railway companies to the City pursuant to the Railroad Law as amended, and such charges as are required under chapter 340 of the Laws of 1892 to be paid by the Company for this extension if said act applies to or controls the Company in relation to the right and privilege hereby granted.

The City does not and shall not demand or require the payment by the Company of a percentage of gross receipts under the provisions of chapter 340 of the Laws of 1892 on the gross receipts earned on the extension constructed pursuant to this contract.

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 or whatsoever 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.

Fourth—The annual charges or payments 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 railway or railroad company providing for payment for railway or railroad rights or franchises at a different rate, and no assignment, lease or sublease of the rights or privileges hereby granted (whether original or renewal), or of any part thereof, or of any of the routes mentioned herein, or of 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, and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or its charter, and that it will not claim by reason thereof or otherwise that the same shall have been granted, and upon which the same shall have been granted, and unless upon the request of the Board the Company shall, in writing, consent that the Board, either in its own name as a party, or in the name of the City as a party, may intervene in any such proceedings.

Fifth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any other corporation or to any individual a similar right or privilege upon the same or other terms and conditions over the route hereinbefore described, and the Company shall not at any time oppose, but shall, upon request of the Board, consent to the use for street surface railway purposes of the tracks and appurtenances covered by this grant, or any portion thereof, by any such other corporation or individual which may receive a franchise therefrom or thereon.

Sixth—Said railway shall be constructed and operated in the latest approved manner of street railway construction and operation, and it is hereby agreed that the Board may require the Company to improve or add to the railway equipment, including rolling stock and railway appurtenances, from time to time, as such additions and 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.

Seventh—Said railway shall be constructed, maintained and operated 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.

Eight—No construction upon said railways shall be commenced until written permits have been obtained from the proper City officials.

In any permits so issued such officials may also 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.

Ninth—Said railway shall be constructed and operated in the latest approved manner of street railway construction and operation, and it is hereby agreed that the Board may require the Company to improve or add to the railway equipment, including rolling stock and railway appurtenances, from time to time, as such additions and 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.

Tenth—Said railway shall be constructed, maintained and operated 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.

Eleventh—Should the City at any time during the term of this contract grant to any other corporation or to any individual the right or privilege to operate a railway upon the tracks of the Company on the route herein described, or any portion thereof, then the City shall, within thirty (30) days thereafter, give notice to the Company that such right has been granted, and of the name of the corporation or individual to which such right has been granted.

Twelfth—At the expiration of ninety (90) days after the giving of such notice such individual or corporation shall have the right to begin the operation of cars upon the tracks of the Company upon the route, or any portion thereof, over which such corporation or individual may receive a right or privilege, and to use therefor the tracks, equipment, power and all other property of the Company which shall be necessary in the operation of the cars of such individual or corporation upon the tracks of the Company, and shall have the right to continue such operation until this contract, or the right to use such property under the terms of this contract granted said corporation or individual by the City, shall expire. Such corporation or individual shall pay to the Company for the right to use such tracks, equipment, power and other property above described, such sum or sums as may be agreed upon in writing by such corporation or individual, and the Company within said ninety (90) days, or in the event that such agreement cannot be reached within said ninety (90) days, such sum or sums as shall be determined in the manner hereinafter provided.

If the Company and such corporation or individual cannot prior to the expiration of said ninety (90) days agree upon the compensation for the use of such tracks, then such compensation shall be fixed by three arbitrators selected in the following manner:

One fit and impartial person shall be chosen by the Company; one fit and impartial person shall be chosen by such corporation or individual, and the two so chosen shall choose a third fit and impartial person. The decision under oath of any two of said persons who shall be so selected shall be final and conclusive.

The compensation and expenses of the persons selected as arbitrators in the determination of such sum or sums shall be borne by the individual or corporation to which such right may be granted.

Within thirty (30) days after an agreement shall have been reached between said parties, or in case said agreement cannot be reached before the time specified herein, then within thirty (30) days after the determination of the arbitrators, as herein provided, should two of such arbitrators agree, the said parties shall file a duplicate copy of a written agreement with the Board which shall specify the sum or sums which shall have been agreed to by the said parties or determined by said arbitrators as the sum or sums which such corporation or individual shall pay to the Company for said privileges. If the Company fails to file the same with the Board within said thirty (30) days, then the right herein granted shall cease and determine.

If either party fails to appoint an arbitrator, or should the first two arbitrators fail to agree on the selection of a third arbitrator within thirty (30) days after the expiration of said ninety (90) days, or if no two of said arbitrators so selected agree upon the sum or sums to be paid by such individual or corporation within sixty (60) days after they shall have been so selected, then such sum or sums shall be fixed by the Supreme Court upon the application of either party.

Sixth—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall the title thereto, or right, interest or prop-

erty therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company, or by operation of law, whether under the provisions of the statutes 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.

Seventh—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 cause or upon the dissolution of the Company before such termination, the tracks and equipment of the Company constructed pursuant to this contract within the streets and avenues shall become the property of the City without cost, and the same may be used or disposed of by the City for any purpose whatsoever, or the same may be leased to any company or individual.

If, however, at the termination of this contract as above, the Board shall so order by resolution, the Company shall, upon thirty (30) days' notice from the Board, remove any and all of its tracks and other equipment constructed pursuant to this contract and the said streets and avenues shall be restored to their original condition at the sole cost and expense of the Company.

Eighth—The Company shall commence construction of the railway herein authorized within three (3) months from the date upon which the consents of the property owners are filed with the Board, or from the date of the order of the Appellate Division of the Supreme Court, made pursuant to section 174 of the Railroad Law confirming the determination of the Commissioners appointed thereunder that such railway ought to be constructed, and shall complete the construction and place the same in full operation within six (6) months from the date of filing such consents or the date of such order, otherwise this right shall cease and determine, and all sums paid and the sum of five hundred dollars (\$500) deposited with the Comptroller of the City, as hereinabove provided, shall thereupon be forfeited to the City, provided that the period for commencement and the period for completion and placing the railway in full operation may be extended by the Board, but the total extension of time for either of such periods shall not exceed in the aggregate six (6) months, and provided, further, that when the commencement or completion of said construction shall be prevented by legal proceedings, in any court or by works of public improvement, or from other causes not within the control of the Company, the time for the commencement or completion of such construction may be extended for the period of such prevention, but no delay shall be allowed for unless the court proceedings shall be diligently prosecuted by the Company, and provided further, that in no case shall such delay be deemed to begin until the Company shall have given written notice to the Board of any such court proceedings or other occasion of delay, and deliver to the Board copies of any injunction or other orders, and the papers upon which the same shall have been granted, and unless upon the request of the Board the Company shall, in writing, consent that the Board, either in its own name as a party, or in the name of the City as a party, may intervene in any such proceedings.

Ninth—Said railway shall be constructed and operated in the latest approved manner of street railway construction and operation, and it is hereby agreed that the Board may require the Company to improve or add to the railway equipment, including rolling stock and railway appurtenances, from time to time, as such additions and 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.

Tenth—Said railway shall be constructed, maintained and operated 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.

Eleventh—Should the grades or lines of the streets and avenues in which the railway is hereby authorized be changed at any time after the railway has been constructed and during the term of this contract, the Company shall, at its own expense, change its tracks and appurtenances to conform with such new grades and lines, and during the construction of any public improvement upon said streets and avenues the Company shall take care of and protect the tracks and appurtenances at its own expense, all to be done subject to the direction of the City official having jurisdiction over the construction of such change.

Twelfth—The Company shall submit to the Board a report not later than November 1 of each year for the year ending September 30 next preceding, and at any other time, upon 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 total 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. Statement of dividends paid during the year.

11. The total amount expended for same.

12. The names of the directors elected at the last meeting of the corporation held for such purpose.

13. Location, value and amount paid for real estate owned by the Company as by last report.

14. Location, value and amount paid for real estate now owned by the Company.

15. Number of passengers carried during the year.

16. Total receipts of Company for each class of business.

17. Amounts paid by the Company for damage to persons or property on account of construction and operation.

18. 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-sixth—The Company shall at all times keep accurate books of account of the gross receipts from all sources within the limits of the City, and shall, on or before November 1 of 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, in such form as he may prescribe. Such report shall contain a statement of such gross receipts, the total miles in operation within the limits of the City and the miles of railway constructed and operated under this contract, and such other information 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 reports, and may examine its officers under oath.

Twenty-seventh—In case of any violation or breach or failure to comply with any of the provisions herein contained or with any orders of the Board acting under the power herein granted, the franchise or consent herein granted may be forfeited by a suit brought by the Cor-

poration Counsel on notice of ten (10) days to the Company, or at the option of the Board by resolution of said Board, which said resolution may contain a provision to the effect that the railway 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-eighth—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 the sum of two hundred and fifty dollars (\$250) as fixed or liquidated damages, or the Board, in case such structures or equipment which may affect the surface of the streets shall not be put in good condition within a reasonable time after notice by the Board as aforesaid, shall have the right to make all needed repairs at the expense of the Company, in which case the 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.

Twenty-ninth—The Company shall assume all liability to persons or property by reason of the construction or operation of the railway 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 default of the Company.

Thirtieth—This grant is upon the express condition that the Company, within thirty (30) days after the signing of this contract by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of the City the sum of five hundred dollars (\$500), either in money or securities, to be approved by him, which sum, together with any and all sums of money or any securities heretofore deposited with the Comptroller by the Company under and pursuant to franchises heretofore granted to it by the City for the faithful performance by the Company of the several franchises so granted, shall form a fund for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at the rates herein fixed, the repairs of the street pavement, the removal of snow and ice and the quality of construction of the railway and the maintenance of the property in good condition throughout the whole term of this contract, and in case of default in the performance by the Company of such terms and conditions or compliance with such orders, or either or any of them, the City shall have the right to cause the work to be done and the materials to be furnished for the performance thereof after due notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings; or after default in the payment of the annual charges, shall collect the same, with interest, from the said fund after ten (10) days notice to the Company; or in case of failure to observe the said terms and conditions of this contract and orders of the Board hereunder, relating to the headway, heating and lighting of cars, fenders, wheelguards and watering of street pavements, the Company shall pay a penalty of fifty dollars (\$50) per day for each day of violation and the further sum of ten dollars (\$10) per day for each car that shall not be properly heated, lighted or supplied with fenders or wheelguards, in case of a violation of the provisions relating to those matters.

The procedure for the imposition and collection of the penalties in this contract 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, 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.

Thirty-first—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.

Thirty-second—The words "streets or avenues" and "streets and avenues" wherever used in this contract shall be deemed to mean "streets, avenues, highways, parkways, drives, ways, 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," encountered in the route hereinabove described, and upon or in which authority is hereby given to the Company to construct a railway.

Thirty-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 then and in such case such other board, authority, officer or officers shall have all the powers, rights and duties herein reserved to or prescribed for the Board or other authorities, officer or officers.

Section 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.

Section 4. This grant is also upon the further and express condition that the provisions of Article 5 and the other provisions of the Railroad Law pertinent hereto shall be strictly complied with by the Company.

Section 5. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms and 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.

UNION RAILWAY COMPANY OF NEW YORK CITY,

(SEAL.) By..... President.

Attest: Secretary.

(Here add acknowledgments.)

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

Resolved. That these preambles and resolutions, including the said resolution for the grant of a franchise or right applied for by the Union Railway Company of New York City, and the said form of a proposed contract for the grant of such franchise or right containing said results of such inquiry, after the same shall be entered in the minutes of this Board, shall be published for at least twenty (20) days immediately prior to Thursday, December 5, 1912, in the CITY RECORD and at least twice during the ten (10) days immediately prior to Thursday, December 5, 1912, in two (2) daily newspapers to be designated by the Mayor therefor, and published in The City of New York, at the expense of the Union Railway Company of New York City, together with the following notice, to wit:

Notice is hereby given that the Board of Estimate and Apportionment, before authorizing any contract for the grant of the franchise or right applied for by the Union Railway Company of New York City, and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolution authorizing such contract, will, at a meeting of said Board, to be held in the Old Council Chamber, City Hall, Borough of Manhattan, City of New York, on Thursday, December 5, 1912, at 10:30 o'clock a. m., hold a public hearing thereon, at which citizens shall be entitled to appear and be heard.

"The Sun" and "Morning Telegraph" designated.

Dated New York, October 24, 1912.

JOSEPH HAAG, Secretary.

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—within the lines of said streets and avenues as the same are now laid out or may hereafter be widened; said additional or second track to be constructed within the existing right of way of the Company and immediately to the south of the present track of the Company crossing the said streets and avenues and either at the same grade as the surface of said streets or above or below the grade thereof as shall be determined by the Public Service Commission for the First District of the State of New York, pursuant to law.

(b) An additional or second standard gauge railroad track over and across Amboy road approximately 1,100 feet west of Huguenot avenue in the Fifth Ward, Borough of Richmond, within the lines of said Amboy road as the same is now laid out or may hereafter be widened; said track to be constructed within the existing right of way of the Company and immediately to the south of the present track of the Company crossing over and above said Amboy road; —all as shown upon a map entitled:

"Map showing proposed standard gauge railroad track across Huguenot Ave., Amboy Road, near Huguenot, Sequine Ave., Bay View Ave., Manee Ave., Woodvale Ave., Sharrot Ave., & Amboy Road, at Pleasant Plains Station in The Fifth Ward, Borough of Richmond, City of New York To Accompany Petition of The Staten Island Railway Co. To The Board of Estimate and Apportionment City of New York. Dated August 2, 1912."

—and signed by C. C. F. Bent, Vice-President, and W. B. Redgrave, Engineer Maintenance of Way, a copy of which is attached hereto, and made a part hereof.

Section 2. The grant of this privilege is subject to the following conditions, which shall be complied with by the Company:

First—The said right to construct, maintain and operate said railroad tracks shall be held and enjoyed by the Company from the date on which this contract is signed by the Mayor to and until October 28, 1934, with the privilege of renewal of said contract for the further period of twenty-five (25) years, upon a fair revaluation of such 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 (2) years and not later than one (1) 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 last 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 (1) year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding twenty-five (25) years shall be reasonable, and either the City (by the Board) or the Company shall be bound upon request of the other to enter into a written agreement with 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 (6) months prior to the expiration of this original contract, and their report shall be filed with the Board within three (3) 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 inquiry and investigation, without the presence of either party. They shall have the right to examine any of 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 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 privilege hereby granted the following sums of money:

(a) The sum of five hundred dollars (\$500) in cash within three (3) months after the date on which this contract is signed by the Mayor and before anything is done in exercise of the privilege hereby granted.

(b) From the date on which this contract is signed by the Mayor until October 28, 1934, the annual sum of eight hundred dollars (\$800), bearing the annual sum of one hundred dollars (\$100) for each crossing herein authorized.

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 portion of the first annual charge as the time between the date upon which this contract is signed by the Mayor and September 30 following shall bear to the whole of one year.

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 whatsoever 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 annual charges or payments 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 railroad or railway company providing for payment for railroad or railway rights or franchises at a different rate, and no assignment, lease or sublease of the rights or privileges hereby granted (whether original or renewal), or of 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 shall be bound by all of said conditions, especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such 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, nor shall the title thereto, or right, interest or property therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company, or by operation of law, whether under the provisions of the statutes 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 anywise notwithstanding, and the granting, giving or waiving of any one or more of such consent 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 cause, or upon the dissolution of the Company before such termination, the tracks and equipment of the Company constructed pursuant to this contract within the streets shall become the property of the City without cost, and the same may be used or disposed of by the City for any purpose whatsoever, or the same may be leased to the Company or any other company or individual.

If, however, at the termination of this contract as above, the Board shall so order by resolution, the Company shall, upon thirty (30) days' notice from the Board, remove any and all of its tracks and other equipment constructed pursuant to this contract and the said streets shall be restored to their original condition at the sole cost and expense of the Company.

Sixth—The Company shall commence and complete the construction of the tracks and appurtenances herein authorized within three (3) years from the date upon which this contract is signed by the Mayor, otherwise the rights herein granted shall cease and determine. Provided that the period for commencement and the period for completion of construction may be extended by the Board, but the total extension of time for either of such periods shall not exceed in the aggregate one (1) year.

Seventh—The Company shall pay the entire cost of the construction and maintenance of the tracks herein authorized to be constructed, and in addition shall pay the following:

(a) The cost of the protection of all surface and subsurface structures which shall be in any way disturbed by the construction of such tracks.

(b) All changes in sewer or other subsurface structures made necessary by the construction of the said tracks, including the laying or relaying of pipes, conduits, sewers or other structures.

(c) The replacing or restoring the pavement in said streets which may be disturbed during the construction of the tracks.

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

Eighth—Before the construction shall be begun, the Company shall obtain permits to do the work from the President of the Borough of Richmond and from the Commissioner of Water Supply, Gas and Electricity. The Company shall perform all the duties which may be imposed upon it by these officials, as conditions of such permits, provided such conditions are not inconsistent with the provisions of this contract. The Company shall submit to these officials working plans, which shall include and show in detail the method of construction of said railroad tracks, and the mode of protection or changes in all subsurface structures required by the construction of such tracks.

Ninth—The said railroad crossings shall, for their entire length between the lines of the streets where they are laid on the surface, be paved between the rails and for a width of two (2) feet outside thereof with asphalt blocks or vitrified brick, laid upon a concrete foundation, or such other material as may be prescribed by the President of the Borough of Richmond, and in a manner acceptable to him. The said crossings shall be constructed, maintained and operated at the expense of the Company, subject to the supervision, control and inspection 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.

Tenth—The Company shall assume all liability to persons or property by reason of the construction or operation of the railroad tracks 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 on account of any acts or default of the Company.

Eleventh—Free and uninterrupted access to and passage over the streets shall be maintained at all times, both during construction and thereafter, unless otherwise directed by the President of the Borough of Richmond, and no cars shall be allowed to stand upon said railroad tracks within the limits of said streets.

Twelfth—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.

Thirteenth—Should the Company be allowed to operate at the same grade as the streets and avenues it shall at all times keep the streets upon which the rails authorized by this contract are laid, between the said rails and for a distance of two (2) feet beyond the said rails, on either side thereof, free and clear from ice and snow.

Fourteenth—The Company shall, upon being ordered by the Board so to do, remove the tracks hereby authorized to be constructed on and across the said streets and avenues from the surface of said streets, and construct the same over or under the said streets, as directed by the Board, and in such manner as the Board may prescribe, under the supervision of the local authorities of the Borough, at its own expense. And it further agrees, that if at any time during the continuance of this contract or any renewal thereof, proceedings shall be taken under the Railroad Law or any law of the State, looking to the removal of the tracks laid by it on the surface of any street, under authority of this contract, then and in that event the Company shall remove the tracks herein authorized and construct the same across said streets, either over or under the same as directed, at its own cost and expense. Nothing contained herein shall be deemed to affect the rights or liabilities of the Company as to the tracks already laid by it.

Fifteenth—Should the Company be allowed to operate at the same grade as the streets and avenues, it shall station flagmen at such points as shall be necessary to exclude pedestrians and vehicles from the tracks hereby authorized at all times when cars or trains shall be operated thereon. Should gates be erected, maintained and operated across any of the streets or avenues for the purpose of excluding pedestrians or vehicles from the tracks hereby authorized, the Company shall locate and erect the posts for such gates at such points as may be directed by the President of the Borough of Richmond.

Sixteenth—In case of any violation or breach or failure to comply with any of the provisions herein contained, or with any orders of the Board acting under the powers herein reserved, the franchise or consent herein granted 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 said resolution may contain a provision to the effect that the railroad tracks and other structures 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.

Seventeenth—This grant is upon the express condition that the Company, within thirty (30) days after the signing of this contract by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of the City 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 by the Company of all the terms and conditions of this contract and compliance with all orders of the Board acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the repairs of the street pavement, and the removal of the tracks at its own expense as herein provided, and in case of default in the performance by the Company of such terms and conditions or compliance with such orders of either or any of them, the City shall have the right to cause the work to be done and the materials to be furnished for the performance thereof after due notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings; or after default in the payment of the annual charges, shall collect the same, with interest, from the said fund after ten (10) days' notice to the Company; or in case of failure to observe the other terms and conditions of this contract and orders of the Board acting hereunder, relating to the obstruction of traffic and the maintenance of flagmen, the Company shall pay a penalty of ten dollars (\$10) per day for each day of violation, all of which sums may be deducted from said fund.

The procedure for the imposition and collection of the penalties in this contract 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 one thousand dollars (\$1,000), 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.

Eighteenth—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.

Nineteenth—The words "streets or avenues" and "streets and avenues," wherever used herein, shall be deemed to mean such streets, avenues, highways, driveways, concourses, boulevards or public places across and over which the Company is hereby granted the right to construct its tracks.

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

Section 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.

Section 4. Nothing in this contract contained shall be deemed to limit in any way the police power now vested or hereafter to be delegated or granted to the City by the State of New York.

Section 5. The Company promises, covenants and agrees 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,
(seal.) By..... Mayor.
Attest: City Clerk.

THE STATEN ISLAND RAILWAY COMPANY,
(seal.) By..... Vice-President.
Attest: Secretary.

(Here add acknowledgments.)

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

Resolved, That these preambles and resolutions, including the said resolution for the grant of a franchise or right applied for by The Staten Island Railway Company, and the said form of a proposed contract for the grant of such franchise or right, containing said results of such inquiry,

after the same shall be entered in the minutes of this Board, shall be published for at least twenty (20) days immediately prior to Thursday, December 5, 1912, in the City Record, and at least twice during the ten (10) days immediately prior to Thursday, December 5, 1912, in two (2) daily newspapers to be designated by the Mayor therefor and published in The City of New York at the expense of The Staten Island Railway Company, together with the following notice:

Notice is hereby given that the Board of Estimate and Apportionment, before authorizing any contract for the grant of the franchise or right applied for by The Staten Island Railway Company, and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolution authorizing any such contract, will, at a meeting of said Board, to be held in the Old Council Chamber, City Hall, Borough of Manhattan, City of New York, on Thursday, December 5, 1912, at 10:30 o'clock a. m., hold a public hearing thereon, at which citizens shall be entitled to appear and be heard. "The Sun" and "New York Commercial" designated.

Dated New York, October 24, 1912.

JOSEPH HAAG, Secretary.

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PUBLIC NOTICE IS HEREBY GIVEN THAT at the meeting of the Board of Estimate and Apportionment held this day the following resolutions were adopted:

Whereas, The American District Telegraph Company has under date of February 19, 1912, applied to this Board for its consent and approval to the occupation of the streets of the City for the purpose of placing wires therein for the operation of messenger call boxes located on subscribers' premises and the connection of said call boxes with the central offices of the Company in the Borough of Manhattan; and

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

Whereas, In pursuance of such laws this Board adopted a resolution on March 28, 1912, fixing the date for the public hearing thereon as April 25, 1912, at which citizens were entitled to appear and be heard, and publication was had for at least two (2) days in the "Evening Mail" and the "Globe," newspapers designated by the Mayor, and in the City Record for ten (10) days immediately prior to the date of hearing, and the public hearing was duly held on such date; and

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

Resolved, That the following form of the resolution for the grant of the franchise or right applied for by The American District Telegraph Company, containing the form of proposed contract for the grant of such franchise or right, be hereby introduced and entered in the minutes of this Board as follows, to wit:

Resolved, That the Board of Estimate and Apportionment hereby grants to The American District Telegraph 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, 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:

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 American District Telegraph 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 the territory comprised in the Borough of Manhattan, 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, and for no other purpose whatsoever.

Sec. 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 percentage 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 percentage 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 percentage shall in any event be less than the percentage 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.

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pose of ascertaining the correctness of its report and may examine its officers under oath.

Twenty-ninth—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 ten thousand dollars (\$10,000), 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 ten thousand dollars (\$10,000), 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 in the streets and avenues shall thereupon become the property of the City without proceeding 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, then and in such case such other board, authority, officer or officers shall have the powers, rights and duties herein reserved to or prescribed for the Board or other authorities, officer or officers.

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, courses, 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.

Section 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.

Section 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.
By....., Mayor.

[CORPORATE SEAL]
Attest:....., City Clerk.
THE AMERICAN DISTRICT TELEGRAPH COMPANY.

By....., President.

[SEAL]
Attest:....., Secretary.

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

Resolved, That these preambles and resolutions for the grant of the franchise or right applied for by The American District Telegraph Company and the said form of proposed contract for the grant of such franchise or right, containing said results of such inquiry, after the same shall be entered in the minutes of this Board, shall be published for at least twenty (20) days immediately prior to Thursday, December 5, 1912, in the City Record and at least twice during the ten (10) days immediately prior to Thursday, December 5, 1912, in two (2) daily newspapers to be designated by the Mayor therefor and published in The City of New York at the expense of The American District Telegraph Company, together with the following notice, to wit:

Notice is hereby given that the Board of Estimate and Apportionment before authorizing any contract for the grant of the franchise or right applied for by The American District Telegraph Company and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolution authorizing any such contract, will, at a meeting of said Board to be held in the Old Council Chamber, City Hall, Borough of Manhattan, City of New York, on Thursday, December 5, 1912, at 10.30 o'clock a. m., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

"The Sun" and "Brooklyn Times" designated.
JOSEPH HAAG, Secretary.
Dated New York, October 24, 1912. 111,55

PUBLIC NOTICE IS HEREBY GIVEN THAT at the meeting of the Board of Estimate and Apportionment held this day the following resolutions were adopted:

Whereas, The New York and Queens County Railway Company has under date of January 15, 1910, made application to this Board for the grant of the right, privilege and franchise to construct, maintain and operate a second or additional track, as follows:

(a) Beginning at and connecting with the existing double track in Lawrence Street, in the former Village of Flushing, about 400 feet north of Broadway; thence upon and along Lawrence Street and the embankment adjoining the Causeway to and connecting with the existing double track of the Company in 13th Street, in the former Village of College Point.

(b) From a point in Jamaica Avenue in the former Village of Flushing at the terminus of the existing double track of the Company, upon and along Jamaica Avenue and Sanford Avenue to Bowne Street.

(c) From a point in Lawrence Street about 400 feet north of Broadway, upon and along Lawrence Street, Broadway, Main Street and Jamaica Avenue to Madison Avenue—all in the Borough of Queens; and

Whereas, Section 172 of the Railroad Law and Sections 72, 73 and 74 of the Greater New York Charter, as amended by Chapters 629 and 630 of the Laws of 1905, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws, this Board adopted a resolution on February 18, 1910, fixing the date for a public hearing thereon as March 18, 1910, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in the "Evening Post" and "Long Island City Daily Star," newspapers designated by the Mayor, and in the City Record for ten (10) days immediately prior to the date of hearing, and the public hearing was duly held on such date; and

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

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

PROPOSED FORM OF CONTRACT
This Contract, made this day of

19, 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 pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and the New York and Queens County Railway Company (hereinafter called the Company), party of the second part, witnesseth:

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

Section 1. The City hereby grants to the Company, subject to the conditions and provisions hereinabove set forth, the right and privilege to construct, maintain and operate a single track street surface railway extension as a second or additional track to that already operated by the Company, with the necessary wires and equipment, for the purpose of conveying persons and property in the Borough of Queens, in The City of New York, upon the following route, to wit:

Beginning and connecting with the existing double track of the Company on 13th street at or near 8th avenue, in the former Village of College Point; thence upon and upon 13th street to College Point causeway; thence southeasterly upon College Point causeway to Lawrence street in the former Village of Flushing; thence southeasterly in and upon Lawrence street to Broadway; thence easterly in and upon Broadway to Main street; thence southeasterly in and upon Main street to Jamaica avenue; thence

southeasterly in and upon Jamaica avenue to Sanford avenue; thence easterly in and upon Sanford avenue to Bowne avenue, and to cross such other streets and avenues, named and unnamed, as may be encountered in said route.

The said route with turnouts, switches and crossovers hereby authorized is shown upon a map entitled:

Map showing street surface railway of the New York & Queens County Railway Company in the Borough of Queens, City of New York, to accompany petition dated January 10, 1910, to the Board of Estimate and Apportionment;

—and signed W. O. Wood, President and General Manager, a copy of which is attached hereto, is to be deemed a part of this contract, is to be construed with the text thereof and is to be substantially followed, provided that deviations therefrom and additional turnouts, switches and crossovers which are consistent with the foregoing description and the other provisions of this contract may be permitted by resolution of the Board.

Section 2. The grant of this privilege is subject to the following conditions, which shall be complied with by the Company:

First—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 railway shall be obtained by the Company within one (1) 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, or in the event that such consents cannot be obtained within such time, the Company shall within said one (1) month, or within one (1) month thereafter, make application to the Appellate Division of the Supreme Court for the appointment of Commissioners in the manner provided by the Railroad Law to determine if said railway ought to be constructed; otherwise this grant shall cease and determine.

Second—The said right to construct, maintain and operate said railway shall be held and enjoyed by the Company for the term of twenty-five (25) years from the date upon which this contract is signed by the Mayor with the privilege of two renewals of said contract for further periods of twelve and one-half (12½) years each; such renewals to be upon a fair revaluation of such right and privilege.

Third—The annual charges or payments 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 railway or railroad company providing for payment for railway or railroad rights or franchises at a different rate, and no assignment, lease, or sublease of the rights or privileges hereby granted (whether original or renewal), or of any part thereof, or of any of the routes mentioned herein, or of 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, and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such 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—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any other corporation or corporations or to any individual or individuals a similar right or privilege upon the same or other terms and conditions over the routes hereinbefore described. The Company shall not at any time oppose the construction and operation of any street surface railway by any such other corporation or individual which may receive a franchise therefrom from the City which may necessitate the use of any portion of the railway which shall be constructed or operated by the Company pursuant to this contract; and the consent of the Company to the use of any portion of its railway by such corporation or individual shall not be necessary.

Fifth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any other corporation or corporations or to any individual or individuals a similar right or privilege upon the same or other terms and conditions over the routes herein described or any portion thereof, then the City shall, within thirty (30) days thereafter, give notice to the Company that such right has been granted, and of the name of the corporation or individual to which such right has been granted.

At the expiration of ninety (90) days after the giving of such notice, such individual or corporation shall have the right to begin the operation of cars upon the tracks of the Company upon the route or any portion thereof over which such corporation or individual may receive a right or privilege, and to use therefor the tracks, equipment, power, and all other property of the Company which shall be necessary in the operation of the cars of such corporation or individual upon the tracks of the Company, and shall have the right to continue such operation until this contract or the right to use such property under the terms and conditions of this contract granted said corporation or individual by the City shall expire.

Such corporation or individual shall pay to the Company for the right to use such tracks, equipment, power and other property above described, such sum or sums as may be agreed upon in writing by such corporation or individual and the Company within said ninety (90) days, or in the event that such agreement cannot be reached with in said ninety (90) days, such sum or sum as shall be determined by the Public Service Commission of the State of New York, for the First District.

Within thirty (30) days after such determination by the Public Service Commission such new corporation or individual shall file with the said Commission its acceptance or rejection in writing of said determination. In the event of rejection, such corporation or individual shall immediately cease the operation of its cars over the tracks of the Company, and shall within thirty (30) days thereafter pay to said Company for the use of its tracks and equipment already enjoyed a sum equal to the legal interest on such portion of the actual cost of construction of said railway structures and additions and betterments thereto, as the number of cars operated by such corporation or individual shall have borne to the number of cars operated by the Company or companies using the same during said period; also a like proportion of the cost of keeping the tracks and electrical equipment in repair; also a like proportion of laying and repairing of pavement, removal of ice and snow, taxes, and all duties imposed upon the Company by the terms of this contract in connection with the maintenance or the operation of said railway so used, together with the actual cost of the power used for the operation of the cars of such individual or corporation. Provided, however, that such corporation or individual shall not be compelled to pay to the Company any sum as compensation for loss to it due to competition.

Sixth—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall the title thereto, or right, interest or property therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company, or by the operation of the law, whether under the provisions of the statutes 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 anywise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Seventh—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 cause, or upon the dissolution of the Company before such termination, the tracks and equipments of the Company constructed pursuant to this contract within the streets and avenues shall become the property of the City without cost, and the same may be used or disposed of by the City for any purpose whatsoever, or the same may be leased to any company or individual.

If, however, at the termination of this contract as above, the Board shall so order by resolution, the Company shall, upon thirty (30) days' notice from the Board, remove any and all of its tracks and other equipment constructed pursuant to this contract, and the said streets and avenues shall be restored to their original condition at the sole cost and expense of the Company.

Eighth—The Company shall commence construction of the railway herein authorized within one (1) month from the date upon which the consents of the property owners are filed with the Board, or from the date upon which the order of the Appellate Division of the Supreme Court that such railway ought to be constructed is rendered in lieu of such consents, and shall complete the construction and place the same in full operation within four (4) months from the date of filing such consents or such order; otherwise this right shall cease and determine, and all sums paid, or which may be deposited with the Comptroller of the City, as hereinafter provided, shall thereupon be forfeited to the City; provided that such periods may be extended by the Board for a period or periods not exceeding in the aggregate six (6) months each; and provided, further, that when the commencement or completion of said construction shall be prevented by legal proceedings in any court, or by works of public improvement, or from other causes not within control of the Company, the time for the commencement or completion of such construction may be extended for the period of such prevention, but no delay shall be allowed for unless the court proceedings shall be diligently prosecuted by the Company, and provided, further, that in no case shall such delay be deemed to begin until the Company shall have given written notice to the Board of any such court proceedings or other occasion of delay, and deliver to the Board copies of any injunction or other orders, and the papers upon which the same shall have been granted, and unless upon the request of the Board the Company shall, in writing, consent that the Board, either in its own name as a party or in the name of the City as a party, may intervene in any such proceedings.

Ninth—The said railway shall be constructed and operated in the latest approved manner of street railway construction and operation, and it is hereby agreed that the Board may regulate the service and may, by resolution, require the Company, within a period of time stated therein, to improve or add to the railway equipment, including the rolling stock and railway appurtenances, from time to time, as such additions and improvements are necessary in the opinion of the Board. In case the Company shall deem such required improvements or additions unreasonable or unnecessary, it may, within ten (10) days after the adoption of such resolution, apply to the Public Service Commission for the First District for a determination of the reasonableness or necessity of such requirements, and the determination of the said Commission shall be binding both on the City and on the Company. If the Company shall not apply to the Public Service Commission for its determination, as above provided, it shall notify the Board, in writing, within twenty (20) days after the adoption of such resolution, of its intention to comply therewith. In case of failure of the Company to so notify the Board, or in case of its failure to make the required improvements or additions within the time fixed by such resolution, the rights hereby granted shall cease and determine. If the Company shall apply to the Public Service Commission for its determination, as above provided, and such determination when rendered shall be to the effect that the requirements contained in such resolution are reasonable or necessary, or if such determination when rendered shall prescribe other requirements, either lesser or greater than those contained in such resolution, the Company shall, within ten (10) days after the date of such determination, notify the Board, in writing, of its intention to comply with the requirements contained in such resolution, or with the other requirements prescribed by said Commission, as the case may be, and shall make the required improvements and additions within the time fixed by said resolution; otherwise the rights hereby granted shall cease and determine.

Tenth—It is agreed that the position of the track hereby authorized in the street shall be as determined and directed by the President of the Borough of Queens, and if in the opinion of such Borough President the position of the existing single track upon the routes hereby authorized should be changed to conform with the position of the track hereby authorized the Company shall change the position of such existing track as directed by said Borough President, otherwise this grant shall cease and determine.

Eleventh—Said railway shall be constructed, maintained and operated 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.

No construction upon said railway shall be commenced until written permits have been obtained from the proper City officials.

In any permits so issued such officials may also 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 equipment to be installed by the Company for the operation of the railway within the limits of the City, whether the same be upon streets and avenues and upon private property, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Twelfth—Said railway may be operated by overhead electric power substantially similar to the overhead electric system now in use by street surface railways in the Borough of Queens, or by any other motive power, except locomotive steam power or horse power, which may be approved by the Board and consented to by the abutting property owners, in accordance with the provisions of law, and by the Public Service Commission for the First District of the State of New York.

Thirteenth—The rate of fare for any passenger upon said railway shall not exceed five (5) cents, and the Company shall not charge any passenger more than five (5) cents for one continuous ride from any point on said railway, or a line or branch operated in connection therewith, to any point thereof, or of any connecting line or branch thereof, within the limits of the City.

The Company shall carry free upon the railway hereby authorized during the term of this contract, all members of the Police and Fire Departments of the City, when such employees are in full uniform.

Fourteenth—No cars shall be operated upon the railway hereby authorized other than passenger cars, cars for the transportation of express matter and cars necessary for the repair or maintenance of the railway, and no freight cars shall be operated upon the tracks of said railway.

The rate for the carrying of such property over the said railway upon the cars of the Company shall in all cases be reasonable in amount, subject to the control of the Board, and may

be fixed by the Board after notice to the Company and a hearing had thereon, and when so fixed such rates shall be binding upon the Company, and no greater sum shall be charged for such services than provided for by it.

Fifteenth—The Company shall attach to each car run over the said railway proper fenders and wheel guards, in conformity with such laws and ordinances as are now in force or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Sixteenth—All cars which are operated on said railway shall be heated during the cold weather, in conformity with such laws and ordinances as are now in force or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Seventeenth—All cars operated on said railway shall be well lighted by electricity, or by some lighting system equally efficient, or as may be required by resolution of the Board.

Eighteenth—Cars on the said railway shall run at intervals of not more than thirty (30) minutes, both day and night, and as much oftener as reasonable convenience of the public may require, or as may be directed by the Board.

Provided, however, that the Company, during the first five (5) years of this contract, shall not be required to operate its cars between the hours of 1 o'clock a. m. and 5 o'clock a. m., each day, unless the Board shall determine after a hearing had thereon that public convenience requires the operation of cars during said hours.

Nineteenth—The Company shall at all times keep the streets and avenues upon which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails, on either side thereof, free and clear from ice and snow; provided, however, that the Company shall, at the option of the Commissioner of Street Cleaning, enter into an agreement for each winter season, or part thereof, to clean an equivalent amount of street surface from house line to house line.

Twenty—As long as said railway, or any portion thereof, remains in any street or avenue, the Company shall pave and keep in permanent repair that portion of the surface of the street or avenue in which the said railway is constructed, between its tracks, the rails of its tracks, and for a distance of two (2) feet beyond the rails on either side thereof, under the supervision of the local authorities, whenever required by them to do so, and in such manner as they may prescribe. In case of the neglect of the Company to make pavement or repairs after the expiration of thirty (30) days' notice to do so from the President of the Borough of Queens, said President may make the same at the expense of the Company. And the City shall have the right to change the material or character of the pavement of any street or avenue, and in that event the Company shall be bound to replace such pavement in the manner directed by the proper City officer, at its own expense, and the provision as to repairs herein contained shall apply to such renewed or altered pavement.

Twenty-first—Any alteration to the sewerage or drainage system, or to any other subsurface or to any surface structures in the streets, required on account of the construction or operation of the railway, shall be made at the sole cost of the Company, and in such manner as the proper City officials may prescribe.

Twenty-second—It is agreed that the right hereby granted to operate a street surface railway shall not be in preference or in hindrance to public work of the City, and should the said railway in any way interfere with the construction of public works in the streets and avenues, whether the same is done by the City directly or by a contractor for the City, the Company shall, at its own expense, protect or move the tracks and appurtenances in the manner directed by the City officials having jurisdiction over such public work.

Twenty-third—Should the grades or lines of the streets and avenues in which the railway is hereby authorized be changed at any time after the railway has been constructed and during the term of this contract, the Company shall, at its own expense, change its tracks and appurtenances to conform with such new grades and lines and during the construction of any public improvement upon said street the Company shall take care of and protect the tracks and appurtenances at its own expense, all to be done subject to the direction of the City official having jurisdiction over the construction of such change.

Twenty-fourth—The Company shall submit to the Board a report not later than November 1 of each year for the year ending September 30 next preceding, and at any other time, upon 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 total 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. Statement of dividends paid during the year.

11. The total amount expended for same.

12. The names of the directors elected at the last meeting of the corporation held for such purpose.

13. Location, value and amount paid for real estate owned by the Company as by last report.

14. Location, value and amount paid for real estate now owned by the Company.

15. Number of passengers carried during the year.

16. Total receipts of Company for each class of business.

17. Amounts paid by the Company for damages to persons or property on account of construction and operation.

18. Total expense for operation, including salaries.

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

Twenty-fifth—The Company shall at all times keep accurate books of account of the gross receipts from all sources within the limits of the City, and shall, on or before November 1 of 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, in such form as he may prescribe. Such report shall contain a statement of such gross receipts, the total miles in operation within the limits of the City, and the miles of railway constructed and operated under this contract, and such other information 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.

Twenty-sixth—In case of any violation or breach or failure to comply with any of the provisions herein contained, or with any orders of the Board acting under the powers herein reserved, except where an automatic forfeiture is herein provided for, the consent or franchise herein granted 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 said resolution may contain a provision to the effect that the railway 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-seventh—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 the sum of two hundred and fifty dollars (\$250) as fixed or liquidated damages, or the Board, in case such structures or equipment which may affect the surface of the streets shall not be put in good condition within a reasonable time after notice by the Board as aforesaid shall have the right to make all needed repairs at the expense of the Company, in which case the 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.

Twenty-eighth—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 in which the Company is hereby authorized to operate.

Twenty-ninth—The Company shall assume all liability to persons or property by reason of the construction or operation of the railway authorized by this contract, and it is 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 default of the Company.

Thirtieth—This grant is upon the express condition that the Company, within (30) days after the signing of this contract by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of the City the sum of two thousand five hundred dollars (\$2,500), either in money or securities, to be approved by him, which fund shall be security for the performance by the Company of all the terms and conditions of this contract and compliance with all orders of the Board acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service, at the rates herein fixed, the repairs of the street pavement, the removal of snow and ice, the quality of construction of the railway and the maintenance of the property in good condition throughout the whole term of the contract, and in case of default in the performance by the Company of such terms and conditions, or compliance with such orders or either or any of them, the City shall have the right to cause the work to be done and the materials to be furnished for the performance thereof after due notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings; or after default in the payment of the annual charges, shall collect the same, with interest, from the said fund after ten (10) days' notice to the Company; or in case of failure to observe the said terms and conditions of this contract and orders of the Board hereunder, relating to the headway, heating and lighting of cars, fenders and wheelguards, the Company shall pay a penalty of fifty dollars (\$50) per day for each day of violation, and the further sum of ten dollars (\$10) per day for each car that shall not be properly heated, lighted or supplied with fenders or wheelguards, in case of the violation of the provisions relating to those matters.

The procedure for the imposition and collection of the penalties in this contract 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 draft made upon the security fund the Company shall, upon ten (10) days' notice in writing, pay to the City a sum sufficient to restore said security fund to the original amount of two thousand five hundred dollars (\$2,500), 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.

Thirty-first—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.

Thirty-second—The words "streets or avenues" and "streets and 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" encountered in the route hereinabove described, and upon or in which authority is hereby given to the Company to construct a railway.

Thirty-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, then and in such case such other board, authority, officer or officers shall have all the powers, rights and duties herein reserved to or prescribed for the Board or other authorities, officer or officers.

Section 3. Nothing in this contract shall be construed as in any way limiting the present or future jurisdiction of the Public Service Commission.

Section 4. This grant is also upon the further and express condition that the provisions of Article 5 and other provisions of the Railroad Law, pertinent hereto, shall be strictly complied with by the Company.

Section 5. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms, conditions and requirements in this contract fixed and contained.

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

THE CITY OF NEW YORK,

By Mayor.

[CORPORATE SEAL.]

Attest: City Clerk.

NEW YORK AND QUEENS COUNTY RAIL-

WAY COMPANY,

By President.

[SEAL.]

Attest: Secretary.

(Here add acknowledgments.)

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

Resolved, That these preambles and resolutions including the said resolution for the grant of a franchise or right applied for by the New York and Queens County Railway Company and the said form of a proposed contract for the grant of such franchise or right containing said result of such inquiry, after the same shall be entered in the minutes of this Board, shall be published for at least twenty (20) days immediately prior to Thursday, December 5, 1912, in the City Record, and at least twice during the ten (10) days immediately prior to Thursday, December 5, 1912, in two (2) daily newspapers to be designated by the Mayor therefor, and published in the City of New York, at the expense of the New York and Queens County Railway Company, together with the following notice, to wit:

Notice is hereby given that the Board of Estimate and Apportionment before authorizing any contract for the grant of the franchise or right applied for by the New York and Queens County Railway Company, and fully set forth and described in the foregoing form of proposed contract, for the grant of such franchise or right, and before adopting any resolution authorizing such contract, will at a meeting of said Board to be held in the Old Council Chamber, City Hall, Borough of Manhattan, City of New York, on Thursday, December 5, 1912, at 10:30 o'clock a. m., hold a public hearing thereon, at which citizens shall be entitled to appear and be heard. The "Sun" and New York "Commercial" designated.

Dated New York, October 10, 1912.

JOSEPH HAAG, Secretary. n11,d5.

line of Balcom avenue to the intersection with a line distant 100 feet southerly from and parallel with the southerly line of Waterbury avenue where it adjoins Vreeland avenue, the said distance being measured at right angles to Waterbury avenue; thence westwardly along the said line parallel with Waterbury avenue to the intersection with the easterly bulkhead line of Westchester Creek as indicated on the Final Maps of the Borough; thence northwardly along the said bulkhead line 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 14th day of November, 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 14th day of November, 1912.

Dated October 31, 1912.
JOSEPH HAAG, Secretary, 277 Broadway.
Telephone, 2280 Worth. 031, n12

BELLEVUE AND ALLIED HOSPITALS.

BELLEVUE AND ALLIED HOSPITALS DEPARTMENT OF NEW YORK CITY, 26TH ST. AND 1ST AVE., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Board of Trustees in the Staff Room of Bellevue Hospital (entrance, 415 E. 26th st.), until 3 o'clock p. m. on

TUESDAY, NOVEMBER 19, 1912,

FOR MILK (RAW) AND CREAM.
The surety required will be not less than fifty per cent. (50%) of the amount of the bid. The time for the delivery of the supplies and the full performance of the contract is by or before December 31, 1912.

The bids will be read from the total, and will be compared and awarded to the lowest bidder for the class as soon thereafter as practicable, according to law.

Bids must be submitted in duplicate, each in separate envelope. No bid will be accepted unless this provision is complied with.

Blank forms may be obtained at the office of the Contract Clerk, entrance 400 E. 29th st., Borough of Manhattan.

BOARD OF TRUSTEES, BELLEVUE AND ALLIED HOSPITALS.

By JOHN W. BRANNAN, President.
Dated November 4, 1912. 88, 19

See General Instructions to Bidders on the last page, last column, of the "City Record."

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

THURSDAY, NOVEMBER 21, 1912,

FOR FURNISHING AND DELIVERING TO THE POLICE DEPARTMENT OF THE CITY OF NEW YORK FORAGE FOR USE IN THE BOROUGH OF MANHATTAN; FOR AGE FOR USE IN THE BOROUGH OF THE BRONX; FORAGE FOR USE IN THE BOROUGH OF BROOKLYN; FORAGE FOR USE IN THE BOROUGH OF QUEENS; FORAGE FOR USE IN THE BOROUGH OF RICHMOND.

The time for the delivery of the articles, materials and supplies and the performance of the contract is on or before December 31, 1912.

The amount of security will be 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, 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 total for each item. The bids will be compared and the contract awarded to the lowest bidder by Borough, for each item in each Borough.

Bidders submitting their bids shall submit therewith a sample of oats (not less than two (2) quarts) in a suitable receptacle, in which shall be placed a certificate of the grading of said oats, issued by the New York Produce Exchange, said receptacle to be duly sealed by the Chief Inspector of said exchange.

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 in the form approved by the Corporation Counsel, 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, November 8, 1912. 89, 21

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, NOVEMBER 13, 1912,

BOROUGH OF MANHATTAN AND THE BRONX. FOR FURNISHING, DELIVERING, STORING AND TRIMMING COAL.

The time allowed for the delivery of the supplies herein scheduled and for the performance of the contract is before January 1, 1913.

The amount of the security shall be twenty-five per cent. (25%) of the amount of bid or estimate.

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 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, Room 1903, 13 to 21 Park row, Borough of Manhattan, where any further information desired may be obtained.

HENRY S. THOMPSON, Commissioner.

Dated October 31, 1912. 81, 13

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, NOVEMBER 13, 1912,

BOROUGH OF MANHATTAN AND THE BRONX. FOR FURNISHING, DELIVERING, STORING AND TRIMMING COAL.

The time allowed for the delivery of the supplies herein scheduled and for the performance of the contract is before January 1, 1913.

The amount of the security shall be twenty-five per cent. (25%) of the amount of bid or estimate.

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 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, Room 1903, 13 to 21 Park row, Borough of Manhattan, where any further information desired may be obtained.

HENRY S. THOMPSON, Commissioner.

Dated October 31, 1912. 81, 13

See General Instructions to Bidders on the last page, last column, of the "City Record."

WEDNESDAY, NOVEMBER 20, 1912,
Borough of Richmond.

FOR FURNISHING, DELIVERING AND LAYING WATER MAINS AND APPURTENANCES IN AVENUE B; IN ATLANTIC, BARRETT, BEACON, BIDWELL, BRITTON, CHARLES, CLIFTON, COLFAX, CRESCENT, DICKIE, EGBERT, 1ST, FRANKLIN, GUYON, HOUSEMAN, INDIANA, JACKSON, JEFFERSON, LAFAYETTE, LEONARD, LIBERTY, MAIN, MAPLE, MERRILL, MONROE, NEAL DOW, NELSON, NEWBERRY, ODEER, PALMER, RARITAN, RHINE, SEA VIEW, SPRAGUE, SPRINGFIELD, ST. JOHN, SUMMIT, TOMPKINS, VIRGINIA, WASHINGTON, WATERS, WESTERN AND WILLARD AVES.; IN ANDERSON, DEKAY, THOMPSON, TYRRELL, VALLEY AND YOUNG STS.; IN CLOVE, FOUR CORNERS, MANOR, RICHMOND HILL, ROMER AND WOODROW ROADS; IN CURSEN, EGBERT, HATFIELD AND PLEASANT PLACES, AND IN O'SHAUGHNESSY AND SCHMIDTS LANES.

The time allowed for doing and completing the entire work will be one hundred and fifty (150) working days.

The security required will be Sixty Thousand Dollars (\$60,000).

The bids will be compared and award made to the lowest formal bidder in the aggregate or lump 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 29, 1912. 83, n13

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, NOVEMBER 12, 1912,
Borough of Brooklyn.

FOR FURNISHING AND DELIVERING VENTURI TUBES, WITH INDICATING, RECORDING AND REGISTERING APPARATUS, ETC., AT THE RIDGEWOOD PUMPING STATION, BOROUGH OF BROOKLYN.

The time allowed for the delivery of the supplies herein scheduled and for the performance of the contract is ninety (90) calendar days.

The amount of the security will be Four Hundred Dollars (\$400).

The bidder will state the 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 29, 1912. 83, n13

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.

1618. Sewers in Flatbush ave., extension, westerly side, between Nassau and Fleet sts.; easterly side, between Nassau and Johnson sts.; between Gold and Willoughby sts., and between Fleet and Lafayette sts.; outlet sewers in Tillary st., between Gold st. and Flatbush ave., extension, and in Duffield st., between Tillary st. and Flatbush ave., extension; and to rebuild the existing sewer in Tillary st., between Flatbush ave., extension and Bridge st.

Affecting Blocks Nos. 87, 88, 97, 98, 103 to 107, 114 to 121, 126 to 133, 138 to 160, 164 to 166, 256, 266, 2047 to 2049, 2058 to 2060, 2062, 2076 to 2080, 2084 and 2093.

2663. Laying sidewalks in Johnson ave., between Morgan and Flushing aves.

Affecting Blocks Nos. 2981 and 2987 to 2996.

2687. Sewer basins on the west side of E. 7th st., opposite Montgomery st.

Affecting Block No. 5329.

2694. Fencing vacant lots on the north side of W. 9th st., between Hamilton ave. and Court st.; north side of 3d place, between Court and Smith sts.; south side of 51st st., between 3d and 4th aves.; south side of Glenmore ave., Fountain ave. and Central st. (ave.); north side of St. Marks ave., between Troy and Schenectady aves.; southeast side of Taylor st., between Kent and Wythe aves.; west side of Roebling st., from Filmore place to a point about sixty (60) feet northerly; northwest corner of Irving ave. and Troutman st.; southeast corner of Willoughby ave., between Central and Hamburg aves.; north side of Stockholm st., between Evergreen and Central aves.; both sides of Bergen st., between Rockaway ave. and Hopkinson ave.; both sides of Riverdale ave., between Osborn and Watkins sts., and on the east side of Osborn st., between Riverdale and Newport aves.

2617. Paving Washington ave., between 3d st. and Gravesend ave.

2643. Regulating, grading, curbing and flagging outside of right of way of the L. I. R. R. on Atlantic ave., between Berriman st. and County line.

2648. Regulating, grading, curbing and flagging Carroll st., between Utica and East New York aves.

2651. Paving E. 2d st., between Vanderbilt st. and Greenwood ave.

2674. Regulating, grading, curbing and flagging Warwick st., between Belmont and Sutter aves.

2698. Regulating, grading, curbing and flagging Belmont ave., between Snedicker and Alabama aves.

2708. Regulating, grading, curbing and flagging 13th ave., between 37th st. and New Utrecht ave.

The area of assessment in the above lists extends to, within one-half ($\frac{1}{2}$) the block at the intersecting and terminating streets.

All persons whose interests are affected by the above-named proposed assessments, and who are opposed to the same, or either of them, are requested to present their objections, in writing, to the Secretary of the Board of Assessors, 320 Broadway, New York, on or before December 10, 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, November 9, 1912. 83, n20

See General Instructions to Bidders on the last page, last column, of the "City Record."

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 Manhattan.

2424. Regulating, grading, curbing and flagging 12th ave., between 134th and 135th sts.

2741. Paving Terrace View ave., between Adrian ave. north and Adrian ave. south.

2744. Paving, curbing and recuring 174th st., between Audubon ave. and Broadway.

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FIRST DEPARTMENT.

In the matter of the application of The City of New York, relative to amending its application heretofore made 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 GUERLAIN STREET, between Beach avenue and Unionport road; ARCHER STREET, between Beach Avenue and White Plains road; MERRILL STREET, between Rosedale avenue and Beach avenue; BEACON AVENUE, between Rosedale avenue and Beach avenue; WOOD AVENUE, between Beach avenue and Storow street; GREY STREET, between Wood avenue and Tremont avenue, and STORROW STREET, between Wood avenue and the public place at the junction of Tremont avenue with Westchester avenue in the Twenty-fourth Ward, Borough of The Bronx, City of New York, so as to relate to the aforesaid streets as shown on Section 40 of the final maps of the Borough of The Bronx, adopted by the Board of Estimate and Apportionment on the 9th day of March, 1911, and approved by the Mayor on the 15th day of March, 1911, and also so as to relate to the aforesaid streets within the above-mentioned limits and also by including Grey street and Storow street, from Wood avenue to Unionport road, and Archer street, from White Plains road to Storow street.

PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that an application will be made to the Supreme Court of the State of New York, First Department, at Special Term, Part III, thereof, to be held at the County Court House, Borough of Manhattan, City of New York, on the 18th day of November, 1912, at the opening of the Court on that day or as soon thereafter as counsel can be heard thereon for an order amending the above-entitled proceeding so as to relate to the aforesaid streets as shown upon section 40 of the final maps of the Borough of The Bronx, adopted by the Board of Estimate and Apportionment on the 9th day of March, 1911, and approved by the Mayor on the 15th day of March, 1911, and also so as to relate to the aforesaid streets within the above-mentioned limits and also by including Grey street and Storow street, from Wood avenue to Unionport road and Archer street, from White Plains road to Storow street.

Guerlain street, Archer street, Merrill street, Wood avenue, Grey street and Storow street are shown on section 40 of the final maps of the Borough of The Bronx, prepared under authority of chapter 466 of the Laws of 1901 and amendatory acts, which map was filed in the office of the President of the Borough of The Bronx on the 28th day of June, 1911; in the office of the Register of the County of New York on the 27th day of June, 1911, as Map No. 1537, and in the office of the Counsel to the Corporation of The City of New York on the 27th day of June, 1911, in pigeon hole 165.

Beacon avenue, between Rosedale avenue and Beach avenue, is shown on the map or plan entitled "Map showing a change in the street system in the territory bounded by Noble avenue, East One Hundred and Seventy-fourth street (Beacon avenue), St. Lawrence avenue, East One Hundred and Seventy-seventh street, Beach avenue and Westchester avenue," which map was filed in the office of the President of The Bronx on the 31st day of July, 1912, in the office of the Register of the County of New York on the 29th day of July, 1912, and in the office of the Counsel to the Corporation of The City of New York on or about the same day.

The land to be acquired in this proceeding is more particularly bounded and described as follows:

GUERLAIN STREET.

Beginning at a point in the eastern line of Beach avenue distant 1,453.51 feet northerly from the intersection of the easterly line of Beach avenue with the northerly line of East One Hundred and Seventy-seventh street (Tremont avenue); thence northerly along the eastern line of Beach avenue for 63.66 feet; thence northeasterly deflecting 70 degrees 28 minutes 35 seconds to the right for 1,294.75 feet; thence southeasterly deflecting 74 degrees 11 minutes 40 seconds to the right for 62.36 feet; thence southwesterly for 1,333.01 feet to the point of beginning.

ARCHER STREET (1).

Beginning at a point in the eastern line of Beach avenue distant 888.45 feet northerly from the intersection of the eastern line of East One Hundred and Seventy-seventh street (Tremont avenue); thence northerly along the eastern line of Beach avenue for 60 feet; thence easterly deflecting 90 degrees 37 minutes 25 seconds to the right for 10.21 feet; thence southerly deflecting 2 degrees 27 minutes 7.2 seconds to the left for 49.83 feet; thence westwardly for 452.13 feet to the point of beginning.

MERRILL STREET.

Parcel "A."

Beginning at a point in the western line of Commonwealth avenue distant 321.254 feet northerly from the intersection of the western line of Commonwealth avenue with the northerly line of East One Hundred and Seventy-seventh street (Tremont avenue); thence northerly along the western line of Commonwealth avenue for 50 feet; thence southerly deflecting 90 degrees to the left for 190 feet; thence southerly for 190 feet to the point of beginning.

Parcel "B."

Beginning at a point in the eastern line of Commonwealth avenue distant 346.764 feet northerly from the intersection of the eastern line of Commonwealth avenue with the northerly line of East One Hundred and Seventy-seventh street (Tremont avenue); thence northerly along the eastern line of Commonwealth avenue for 50 feet; thence easterly deflecting 90 degrees to the right for 190 feet to the western line of St. Lawrence avenue; thence southerly along the last mentioned line for 50 feet; thence westwardly for 190 feet to the point of beginning.

Parcel "C."

Beginning at a point in the eastern line of St. Lawrence avenue distant 453.055 feet northerly from the intersection of the eastern line of St. Lawrence avenue with the northerly line of East One Hundred and Seventy-seventh street (Tremont avenue); thence northerly along the eastern line of St. Lawrence avenue for 50

feet; thence easterly deflecting 90 degrees to the right for 231.895 feet; thence southerly deflecting 83 degrees 40 minutes 40 seconds to the right for 50.31 feet; thence westerly for 237.435 feet to the point of beginning.

BEACON AVENUE.

Parcel "A."

Beginning at a point in the western line of Commonwealth avenue distant 195.162 feet southerly from the intersection of the western line of Commonwealth avenue with the southern line of East One Hundred and Seventy-seventh street (Tremont avenue); thence southerly along the western line of Commonwealth avenue for 83 feet; thence westerly deflecting 105 degrees 26 minutes 58 seconds to the right for 202.147 feet; thence northerly deflecting 79 degrees 24 minutes 21 seconds to the right for 81.39 feet; thence easterly for 195 feet to the point of beginning.

Parcel "B."

Beginning at a point in the eastern line of Commonwealth avenue distant 169.652 feet southerly from the intersection of the eastern line of Commonwealth avenue with the southern line of East One Hundred and Seventy-seventh street (Tremont avenue); thence southerly along the eastern line of Commonwealth avenue for 83.17 feet; thence easterly deflecting 74 degrees 7 minutes 25 seconds to the left for 202.147 feet to the western line of St. Lawrence avenue; thence northerly along the last-mentioned line for 87.28 feet; thence westerly for 190 feet to the point of beginning.

Parcel "C."

Beginning at a point in the eastern line of St. Lawrence avenue distant 57.404 feet southerly from the intersection of the eastern line of St. Lawrence avenue with the southern line of East One Hundred and Seventy-seventh street (Tremont avenue); thence southerly along the eastern line of St. Lawrence avenue for 80.86 feet; thence easterly deflecting 81 degrees 38 minutes 30 seconds to the left for 264.174 feet; thence northerly deflecting 90 degrees 55 minutes 52 seconds to the left for 16.05 feet to the southerly line of East One Hundred and Seventy-seventh street (Tremont avenue); thence northwesterly along the last-mentioned line for 195 feet; thence southerly deflecting 113 degrees 2 minutes to the left for 12.342 feet; thence westerly for 96.211 feet to the point of beginning.

WOOD AVENUE.

Beginning at a point in the eastern line of Beach avenue distant 30.573 feet northerly from the intersection of the eastern line of Beach avenue with the northerly line of East One Hundred and Seventy-seventh street (Tremont avenue); thence northerly along the eastern line of Beach avenue for 40.96 feet; thence northerly deflecting 5 degrees 23 minutes 28 seconds to the left for 19.119 feet; thence easterly deflecting 90 degrees 37 minutes 25 seconds to the right for 1,156.217 feet; thence easterly deflecting 11 degrees 5 minutes 10 seconds to the right for 447.53 feet; thence southerly deflecting 78 degrees 54 minutes 50 seconds to the right for 61.14 feet; thence westerly deflecting 101 degrees 5 minutes 10 seconds to the right for 453.46 feet; thence westerly for 1,153.59 feet to the point of beginning.

GRAY STREET (1).

Beginning at a point in the northeasterly line of East One Hundred and Seventy-seventh street (Tremont avenue) distant 57.59 feet northwesterly from the intersection of the northeasterly line of East One Hundred and Seventy-seventh street (Tremont avenue) with the northerly line of the public place at the junction of East One Hundred and Seventy-seventh street (Tremont avenue) with Westchester avenue; thence southeasterly along the northeasterly line of East One Hundred and Seventy-seventh street (Tremont avenue) for 57.59 feet; thence northeasterly curving to the left on the arc of a circle of 223.01 feet radius for 13.06 feet along the northerly line of the public place aforesaid; thence northerly for 713.56 feet on a line deflecting 42 degrees 29 minutes 28.2 seconds to the right from the prolongation of the radius of the preceding course drawn from its eastern extremity; thence northwesterly deflecting 78 degrees 54 minutes 50 seconds to the left for 61.14 feet; thence westerly for 1,153.59 feet to the point of beginning.

Dated New York, November 4, 1912.

ARCHIBALD R. WATSON, Corporation Counsel, Hall of Records, Borough of Manhattan, City of New York.

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 NINTH AVENUE, from Flushing avenue to Berrian avenue in the First Ward, Borough of Queens, City of New York.

NOTICE IS HEREBY GIVEN THAT BY AN order of the Supreme Court of the State of New York, Second Department, bearing date the 30th day of October, 1912, and duly entered and filed in the office of the Clerk of the County of Queens on the 6th day of November, 1912, James H. Quinlan, Abraham D. Van Siclen and John Wild, Esqs., were appointed Commissioners of Estimate in the above entitled proceeding and that in and by the said order James H. Quinlan was appointed the Commissioner of Assessment.

Notice is further given that, pursuant to the statutes in such cases made and provided the said James H. Quinlan, Abraham D. Van Siclen and John Wild, Esqs., will attend at a Trial Term, Part I of the Supreme Court of the State of New York, Second Department, to be held in the County Court House in the Borough of Queens, in The City of New York, on the 22d day of November, 1912, at the opening of the Court on that day or as soon thereafter as counsel can be heard thereon for the purpose of being examined under oath by the Corporation Counsel or by any other person having any interest in said proceeding as to their qualifications to act as such Commissioners.

Dated, Borough of Manhattan, City of New York, November 9, 1912.

ARCHIBALD R. WATSON, Corporation Counsel, Office and Post Office Address, Hall of Records, Corner of Centre and Chambers streets, Borough of Manhattan, City of New York.

n9,20

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 THATFORD AVENUE, from Riverdale avenue to Stanley avenue, and OSBORN STREET, from Riverdale avenue to Vienna avenue, in the Twenty-sixth and Thirty-second Wards, Borough of Brooklyn, The 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, No. 166 Montague street, in the Borough of Brooklyn, in The City of New York, on or before the 27th day of November, 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 2d day of December, 1912, at 3 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, No. 166 Montague street, in the Borough of Brooklyn, in The City of New York, on or before the 27th day of November, 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 3d day of December, 1912, at 3 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 26th day of January, 1911, and that the said area of assessment includes all those lands, tenements and hereditaments and premises situated and being in the Borough of Brooklyn, in The City of New York, which, taken together, are bounded and described as follows, viz:

Beginning at a point on a line midway between Rockaway avenue and Thatford avenue, distant 100 feet northerly from the northerly line of Riverdale avenue and running thence eastwardly and parallel with Riverdale avenue to the intersection with a line midway between Osborn street and Watkins street; thence southwardly along the said line midway between Osborn street and Watkins street to a point distant 100 feet southwardly from the southerly line of Vienna avenue; thence westwardly and parallel with Vienna avenue to the intersection with a line midway between Thatford avenue and Osborn street; thence southwardly along the said line midway between Thatford avenue and Osborn street to a point distant 100 feet southerly from the southerly line of Stanley avenue; thence westwardly along the said line midway between Rockaway avenue and Thatford avenue to the intersection with a line midway between Rockaway avenue and Thatford avenue; thence northwardly along the said line midway between Rockaway avenue and Thatford 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 in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, No. 166 Montague street, in the Borough of Brooklyn, in The City of New York, there to remain until the 9th day of December, 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, Second Department, at a Special Term thereof, to be held in the County Court House, in the Borough of Brooklyn, in The City of New York, on the 20th 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 Brooklyn, New York, November 8, 1912.

FRANCIS J. SULLIVAN, Chairman; DAVID McLEAN, MORRIS COHEN, Commissioners of Estimate; FRANCIS J. SULLIVAN, Commissioner of Assessment.

EDWARD RIEGELMANN, Clerk.

n8,25

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 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, as amended by an order of the Supreme Court, Second Department, duly made and entered in the office of the Clerk of the County of Queens on the 19th day of April, 1910, so as to relate to Fourteenth street, from Broadway to Mitchell avenue, as shown upon the map or plan adopted by the Board of Estimate and Apportionment on the 19th day of November, 1909.

NOTICE IS HEREBY GIVEN THAT THE 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, Second Department, at a Term thereof, Part I, to be held at the Queens County Court House, Long Island City, in the Borough of Queens in The City of New York, on the 19th day of November, 1912, at the opening of the Court on that day; and that the said final report has 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, November 11, 1912.

GASTON F. LIVETT, T. J. BURNETT, Commissioners.

WALTER C. SHEPPARD, Clerk.

n11,15

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 for the same purpose in fee to the lands, tenements and hereditaments required for the opening and extending of PACKARD STREET, between Borden avenue and Middeburg avenue in the First and Second Wards, Borough of Queens, City of New York.

NOTICE IS HEREBY GIVEN THAT BY AN order of the Supreme Court, State of New York, Second Department, bearing date the 30th day of October, 1912, and duly entered and filed in the office of the Clerk of the County of Queens on the 6th day of November, 1912, James F. O'Brien, Esq., was appointed a Commissioner of Estimate in the above entitled proceeding in the place and stead of George E. Clay, resigned.

Notice is further given that, pursuant to the said order the said James F. O'Brien, Esq., will attend at a Trial Term, Part I of the Supreme Court of the State of New York, Second Department, to be held at the County Court House in the Borough of Queens in The City of New York on the 22d day of November, 1912, at the opening of the Court on that day or as soon thereafter as counsel can be heard thereon for the purpose of being examined under oath by the Corporation Counsel or by any other person having any interest in the said proceeding as to his qualifications to act as such Commissioner of Estimate.

Dated, Borough of Manhattan, City of New York, November 9, 1912.

ARCHIBALD R. WATSON, Corporation Counsel, Office and Post Office Address, Hall of Records, Corner of Centre and Chambers streets, Borough of Manhattan, City of New York.

n9,20

eastwardly along the said line midway between Gerry avenue and Maurice avenue to the intersection with a line midway between Toledo street and Hanover avenue; thence southwardly along the said line midway between Toledo street and Hanover avenue to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the centre lines of Toledo street and Hanover avenue as these streets are laid out between Norfolk street and Orontes street; thence southwardly along the said bisecting line to the intersection with a line midway between Palmer street and Rodman street; thence westwardly along the said line midway between Palmer street and Rodman street to the intersection with the north-easterly line of Queens boulevard; thence southwardly at right angles to Queens boulevard a distance of 300 feet; thence northwardly and always distant 100 feet southwesterly from and parallel with the southwesterly line of Queens boulevard to the intersection with a line parallel with Chicago street and passing through the point of beginning; thence northwardly along the said line parallel with Chicago street to the point or place of beginning.

Dated New York, November 7, 1912.

ARCHIBALD R. WATSON, Corporation Counsel, Hall of Records, Borough of Manhattan, City of New York. n7,18

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, tenements and hereditaments required for the opening and extending of SEVENTY-EIGHTH STREET, from Narrows avenue to the westerly line of New Utrecht avenue, and from the easterly line of New Utrecht avenue to Stillwell avenue, in the Thirtieth and Thirty-first Wards in the 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 19th day of November, 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, November 7, 1912.

CLINTON S. HARRIS, CHARLES F. MURPHY, HUGH S. MCTERNON, Commissioners of Estimate; CLINTON S. HARRIS, Commissioner of Assessment.

EDWARD RIEGELMANN, Clerk. n7,18

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 BRITTON AVENUE (Orchard avenue), from Broadway to Roosevelt avenue, and of ELMHURST AVENUE, from Broadway to Roosevelt avenue, in the Second Ward, Borough of Queens, City of New York.

PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that an application will be made to the Supreme Court of the State of New York, Second Department, at a Special Term of said Court, to be held for the hearing of motions in the County Court House, in the County of Kings, in the Borough of Brooklyn, in The City of New York, on Wednesday, the 20th day of November, 1912, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for the appointment of Commissioners of Estimate and one Commissioner of Assessment in the above-entitled matter. The nature and extent of the improvement hereby intended is the acquisition of title by The City of New York, in fee, for the use of the public, to all the lands and premises, with the buildings thereon and the appurtenances thereto belonging, required for the opening and extending of Britton avenue (Orchard avenue), from Broadway to Roosevelt avenue, and of Elmhurst avenue, from Broadway to Roosevelt avenue, in the Second Ward, Borough of Queens, City of New York, being the following-described lots, pieces or parcels of land, viz:

BRITTON AVENUE.

Beginning at a point formed by the intersection of the southerly line of Roosevelt avenue with the westerly line of Britton avenue; running thence easterly for 76.34 feet along the southerly line of Roosevelt avenue to the easterly line of Britton avenue; thence southerly, deflecting 128 degrees 11 minutes 18 seconds to the right for 2,225.32 feet along the easterly line of Britton avenue to the northerly line of old Broadway; thence westerly, deflecting 92 degrees 43 minutes 51 seconds to the right for 60.07 feet along the northerly line of old Broadway to the westerly line of Britton avenue; thence northerly, deflecting to the right for 2,175.27 feet along the westerly line of Britton avenue to the southerly line of Roosevelt avenue, the point or place of beginning.

ELMHURST AVENUE.

Beginning at a point formed by the intersection of the southerly line of Roosevelt avenue with the westerly line of Elmhurst avenue; running thence easterly for 70.51 feet along the southerly line of Roosevelt avenue to the easterly line of Elmhurst avenue; running thence southerly deflecting 121 degrees 41 minutes 29 seconds to the right for 1,245.70 feet along the easterly line of Elmhurst avenue; running thence southerly deflecting 96 degrees 29 minutes 49 seconds to the right for 734.36 feet along the easterly line of Elmhurst avenue; running thence southerly deflecting 04 degrees 42 minutes 02 seconds to the right for 736.53 feet along the easterly line of Elmhurst avenue to the northerly line of old Broadway; running thence westerly, deflecting 21 degrees 38 minutes 41 seconds to the right for 57.41 feet along the northerly line of old Broadway; running thence westerly, deflecting 25 degrees 19 minutes 11 seconds to the left for 2.28 feet along the northerly line of old Broadway to the westerly line of Elmhurst avenue; running thence northerly deflecting 84 degrees 05 minutes 44 seconds to the right for 702.61 feet along the westerly line of Elmhurst avenue; running thence northerly deflecting 04 degrees 42 minutes 02 seconds to the left for 728.50 feet along the westerly line of Elmhurst avenue; running thence northerly along the westerly line of Elmhurst avenue for 1,205.24 feet to the southerly line of Roosevelt avenue, the point or place of beginning.

Britton avenue and Elmhurst avenue are shown upon Section 19 of the Final Maps, approved by the Board of Estimate and Apportionment June 17, 1910; by the Mayor June

24, 1910, and filed at the office of the President of the Borough of Queens August 23, 1910; the office of the County Clerk at Jamaica August 23, 1910, and at the office of the Corporation Counsel October 24, 1910; and upon Section 20 of the Final Maps, approved by the Board of Estimate and Apportionment July 1, 1910; by the Mayor July 15, 1910; and filed at the office of the President of the Borough of Queens October 29, 1910; at the office of the County Clerk, Jamaica, October 29, 1910, and at the office of the Corporation Counsel October 24, 1910.

The Board of Estimate and Apportionment on the 15th day of June, 1911, duly fixed and determined the area of assessment for benefit in this proceeding as follows:

Beginning at a point on the prolongation of a line midway between Britton avenue and Victor place, distant 100 feet southerly from the southerly line of Broadway, the said distance being measured at right angles to Broadway and running thence westwardly and always distant 100 feet southerly from and parallel with the southwesterly line of Queens boulevard to the intersection with a line parallel with Chicago street and passing through the point of beginning; thence northwardly along the said line parallel with Chicago street to the point or place of beginning.

Dated New York, November 7, 1912.

ARCHIBALD R. WATSON, Corporation Counsel, Hall of Records, Borough of Manhattan, City of New York. n7,18

from the fourth course 911.97 feet. Thence still northerly parallel to and distant 100 feet westwardly from the third course 1,167.29 feet. Thence still northerly parallel to and distant 100 feet westwardly from the second course 242.46 feet to the point of beginning.

Parcel "B."

Beginning at the point of intersection of the southerly line of the land of the Staten Island Railway and the southerly prolongation of the ninth course of Parcel "A," said point being 54.12 feet southerly from the intersection of said ninth course of Parcel "A" and the northerly line of the land of the Staten Island Railway. Thence southerly on the southerly prolongation of said ninth course of Parcel "A" 333.62 feet. Thence still southerly deflecting 2 degrees 41 minutes 46 seconds to the left 90.39 feet. Thence easterly deflecting 122 degrees 35 minutes 6 seconds to the left 118.68 feet. Thence northwardly parallel to and distant 100 feet easterly from the second course 24.12 feet. Thence still northerly parallel to and distant 100 feet easterly from the first course 374.88 feet to the southerly line of the land of the Staten Island Railway. Thence westerly, deflecting 115 degrees 32 minutes 12 seconds to the left along said southerly line of the land of the Staten Island Railway 97.03 feet. Thence still westerly deflecting 18 degrees 36 minutes 12 seconds to the right and along said southerly line of the land of the Staten Island Railway 12 feet. Thence still westerly along said southerly line of the land of the Staten Island Railway 0.63 feet to the point of beginning.

Rosebank avenue is shown on a map entitled "Layout and Grades of Southside Boulevard, from Monument No. 37 to Rosebank avenue, and Rosebank avenue, from Southside boulevard to Staten Island Railway and from Staten Island Railway to Broad street, in the Second and Fourth Wards, Borough of Richmond, The City of New York," which map was filed in the office of the President of the Borough of Richmond July 23, 1910, and in the offices of the Clerk of the County of Richmond and the Counsel for the Corporation of The City of New York on or about the same date.

The Board of Estimate and Apportionment on the 20th day of April, 1911, duly fixed and determined the area of assessment for benefit in this proceeding as follows:

Beginning at a point on the prolongation of a line distant 500 feet easterly from and parallel with the easterly line of Targee street, as this street is laid out immediately south of Broad street, the said distance being measured at right angles to Targee street, where it is intersected by a line distant 100 feet northerly from and parallel with the northerly line of Boyd street as in use between Court street and Cedar street, the said distance being measured at right angles to Boyd street, and running thence eastwardly along the said line parallel with Boyd street and along the prolongation of the said line to the intersection with a line passing through a point on the northerly line of Ketcham street midway between Elmhurst avenue and Warner avenue, and a point on the northerly line of Macnish street midway between Elmhurst avenue and Kingsland avenue; thence southwardly along the line last described to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the easterly line of Elmhurst avenue and the westerly line of Kingsland avenue as these streets are laid out between Broadway and Macnish street; thence southwardly along the said bisecting line to a point distant 100 feet southerly from the southerly line of Broadway, the said distance being measured at right angles to Broadway; thence westwardly and parallel with Broadway to the intersection with a line bisecting the angle formed by the intersection of the prolongation of the centre lines of Victor place and Elmhurst avenue as these streets are laid out between Ketcham street and Macnish street; thence northwardly along the said bisecting line to a point distant 100 feet southerly from the southerly line of Broadway, the said distance being measured at right angles to Broadway; thence westwardly and parallel with Broadway to the intersection with a line passing through a point on the northerly line of Ketcham street midway between Elmhurst avenue and Warner avenue, and a point on the northerly line of Macnish street midway between Elmhurst avenue and Kingsland avenue; thence southwardly along the line last described to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the easterly line of Elmhurst avenue and the westerly line of Kingsland avenue as these streets are laid out between Broadway and Macnish street; thence southwardly along the said bisecting line to a point distant 100 feet southerly from the southerly line of Broadway, the said distance being measured at right angles to Broadway; thence westwardly and parallel with Broadway to the intersection with a line passing through a point on the northerly line of Ketcham street midway between Elmhurst avenue and Warner avenue, and a point on the northerly line of Macnish street midway between Elmhurst avenue and Kingsland avenue; thence northwardly along the said bisecting line to a point distant 100 feet southerly from the southerly line of Broadway, the said distance being measured at right angles to Broadway; thence westwardly and parallel with Broadway to the intersection with a line passing through a point on the northerly line of Ketcham street midway between Elmhurst avenue and Warner avenue, and a point on the northerly line of Macnish street midway between Elmhurst avenue and Kingsland avenue; thence northwardly along the said bisecting line to a point distant 100 feet southerly from the southerly line of Broadway, the said distance being measured at right angles to Broadway; 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thence westwardly and parallel with Broadway to the intersection with a line passing

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 in the Municipal Building, Court House square, Long Island City, in the Borough of Queens, in The City of New York, on or before the 25th day of November, 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 27th day of November, 1912, at 3 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 in the Municipal Building, Court House square, Long Island City, in the Borough of Queens, in The City of New York, on or before the 25th day of November, 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 29th day of November, 1912, at 3 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 for benefit by the Board of Estimate and Apportionment on the 5th day of April, 1907, and that the said area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Queens, in The City of New York, which, taken together, are bounded and described as follows, viz:

Bounded on the northeast by a line midway between Woolsey avenue and Potter avenue, and by the prolongation of the said line; on the southeast by a line midway between Albert street (Eleventh avenue) and Theodore street, and by the prolongation of the said line; on the southwest by a line midway between Woolsey avenue and Hoyt avenue, and by the prolongation of the said line, and on the northwest by a line 100 feet northwesterly from and parallel with the northwesterly line of Barclay street.

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, in the Municipal Building, Court House square, in the Borough of Queens, in said City, there to remain until the 27th day of November, 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, 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 27th 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 28, 1912.

WILLIAM B. PARSONS, Chairman; W. J. HAMILTON, J. H. QUINLAN, Commissioners of Estimate; W. J. HAMILTON, Commissioner of Assessment.

WALTER C. SHEPPARD, Clerk. n4.21

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 MAPLE STREET, from Nostrand avenue to Troy avenue, in the Twenty-ninth Ward, 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 19th day of November, 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, November 7, 1912.

ELMER G. SAMMIS, MORTIMER W. BYERS, GEORGE L. WOOLLEY, Commissioners of Estimate; ELMER G. SAMMIS, Commissioner of Assessment.

EDWARD RIEGELMANN, Clerk. n7.18

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 and premises required for the opening and extending of HALSEY STREET (although not yet named by proper authority), from Hallett's Cove to Hell Gate, East River, in the First Ward, Borough of Queens, The City of New York, as amended by an order of the Supreme Court, duly made and entered herein on the 7th day of June, 1909, discontinuing that portion of Halsey street lying between Fulton avenue and Hallett's Cove, East River, pursuant to a resolution of the Board of Estimate and Apportionment adopted April 19, 1907.

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 November, 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 31, 1912.

RUDOLPH L. HORAK, HENRY P. TITUS, Commissioners of Estimate and Assessment.

WALTER C. SHEPPARD, Clerk. o31,n12

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 CASSEL AVENUE (although not yet named by proper authority), from Washington avenue to Jay avenue, in the Second Ward, Borough of Queens, City of New York, as amended by an order of this court, dated the 30th day of September, 1910, and entered in the office of the Clerk of the County of New York on the 4th day of October, 1910, so as to conform to the lines of said street, as shown upon Section 2 of the final maps of the Borough of Queens, as adopted by the Board of Estimate and Apportionment on the 19th day of June, 1908, and approved by the Mayor on the 5th day of August, 1908, and as shown upon Section 17 of the final maps of the Borough of Queens, as adopted by the Board of Estimate and Apportionment on the 26th day of June, 1908, and approved by the Mayor on the 5th day of August, 1908.

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 19th day of November, 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 21st day of November, 1912, at 1 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, No. 166 Montague street, in the Borough of Brooklyn, in said City, there to remain until the 27th day of November, 1912.

Third—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, Second Department, at a Special Term thereof, to be held in the County Court House in the Borough of Brooklyn, in The City of New York, on the 19th 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 Brooklyn, New York, October 28, 1912.

HENRY D. CIPPERLY, Chairman; EUGENE F. COOKE, EDWARD T. WALSH, Commissioners of Estimate; HENRY D. CIPPERLY, Commissioner of Assessment.

EDWARD RIEGELMANN, Clerk. o28,n14

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 EAST 45TH STREET, EAST 46TH STREET, SCHENECTADY AVENUE, EAST 48TH STREET and EAST 49TH STREET, from Flatlands avenue to Flatbush avenue, in the 32d Ward, 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 19th day of November,

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, November 7, 1912.

EDWARD RIEGELMANN, Clerk. n7.18

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 HALSEY STREET (although not yet named by proper authority), from Hallett's Cove to Hell Gate, East River, in the First Ward, Borough of Queens, The City of New York, as amended by an order of the Supreme Court, duly made and entered herein on the 7th day of June, 1909, discontinuing that portion of Halsey street lying between Fulton avenue and Hallett's Cove, East River, pursuant to a resolution of the Board of Estimate and Apportionment adopted April 19, 1907.

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 15th day of November,

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 Kings, there

to remain for and during the space of ten days,

as required by law.

Dated Borough of Brooklyn, New York, November 7, 1912.

EDWARD RIEGELMANN, Clerk. n7.18

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 EAST 45TH STREET, EAST 46TH STREET, SCHENECTADY AVENUE, EAST 48TH STREET and EAST 49TH STREET, from Flatlands avenue to Flatbush avenue, in the 32d Ward, 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 19th day of November,

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, November 7, 1912.

EDWARD RIEGELMANN, Clerk. n7.18

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 EAST 45TH STREET, EAST 46TH STREET, SCHENECTADY AVENUE, EAST 48TH STREET and EAST 49TH STREET, from Flatlands avenue to Flatbush avenue, in the 32d Ward, 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 19th day of November,

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, November 7, 1912.

EDWARD RIEGELMANN, Clerk. n7.18

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