

# THE CITY RECORD.

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## THE CITY RECORD.

### OFFICIAL JOURNAL OF THE CITY OF NEW YORK.

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#### BOARD OF CITY RECORD.

WILLIAM J. GAYNOR, MAYOR.

ARCHIBALD R. WATSON, CORPORATION COUNSEL. WILLIAM A. PRENDERGAST, COMPTROLLER.

DAVID FERGUSON, SUPERVISOR.

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### BOARD OF ESTIMATE AND APPORTIONMENT.

#### PUBLIC HEARING TO BE HELD BY THE COMMITTEE ON TERMINAL IMPROVEMENTS.

NOTICE IS HEREBY GIVEN THAT THE Committee on Terminal Improvements of the Board of Estimate and Apportionment will hold a public hearing on Monday, July 7, 1913, in Room 16, City Hall (Old Council Chamber), at 3.30 o'clock p. m., in the matter of the plans submitted by the Commissioner of Docks for terminals or terminal facilities to be located along the South Brooklyn water-front, between the foot of Fulton street and the foot of 66th street, Borough of Brooklyn.

All persons interested will be afforded an opportunity to be heard at this hearing.

JOSEPH HAAG, Secretary.

Dated New York, July 3, 1913.

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### Board of Education.

New York, July 2, 1913.

The Board of Education has entered into contracts with the following named contractors:

Samuel Gallucci, College ave., College Point, L. I., for improving the sanitary condition, etc., at Public Schools 22, 75, 83 and Richmond Hill High School, Queens; surety, National Surety Co.

Arthur T. Wibom, 884 Lexington ave., City, for alterations, etc., at Public Schools 25 and 161, Manhattan; surety, Massachusetts Bonding & Insurance Co.

M. Evers, 145 Monticello street, Jersey City, N. J., for furniture for Bushwick High School, Brooklyn; surety, American Surety Co.

John W. Sands, 472 58th st., City, for sanitary alterations of Public Schools 134 and 136, Brooklyn; surety, American Surety Co.

Wm. J. Olvany, 177 Christopher st., City, for alterations, etc., to heating and ventilating apparatus in Public Schools 10, 25, 28 and Morris High School, The Bronx; surety, United States Fidelity & Guaranty Co.

Joseph Ohlhausen, 443 Stanhope st., Brooklyn, for alterations, etc., at Public School 90, Brooklyn; surety, National Surety Co. Alterations, etc., at Public School 15, Richmond; surety, National Surety Co.

American Seating Co., 15 E. 32d st., City, for furniture, Items 3 and 11, for Bushwick High School, Brooklyn; surety, Maryland Casualty Co.

A. W. King, 1511 Bryant ave., The Bronx, for alterations, etc., at Public Schools

Bronx, for alterations, etc., at Public School 17, Brooklyn; surety, United States Fidelity & Guaranty Co.

Robert J. Mackey, 139 Perry st., City, for alterations, etc., at Public School 20, Brooklyn; surety, Globe Indemnity Co.

Modern General Contracting Co., 122 Chauncey st., Brooklyn, for alterations, etc., at Public School 126, Brooklyn; surety, Title Guaranty & Surety Co.

Duncan Stewart, 131 W. 124th st., City, for alterations, etc., at Public School 19, Manhattan; surety, Globe Indemnity Co.

Jacob Herskowitz, 240 7th ave., Brooklyn, for alterations, etc., at Public Schools 4 and 91, Manhattan; surety, Fidelity & Guaranty Co.

John Neal's Sons, 161 E. 84th st., City, for heating and ventilating repairs in Public Schools 33, 67 and DeWitt Clinton High School, Manhattan; surety, Massachusetts Bonding & Insurance Co.

James Curran Manufacturing Co., 512 W. 36th st., City, for heating and ventilating repairs in Public School 28, Manhattan; surety, Fidelity & Deposit Co. of Maryland.

Bernard Carneol, 72 Rivington st., City, for alterations, etc., at Public Schools 14 and 47, Manhattan; surety, Globe Indemnity Co.

Kram & Weiner, 165 Hooper st., Brooklyn, for alterations, etc., at Public Schools

35 and 63, Manhattan; surety, Illinois Surety Co.

Manhattan Supply Co., 115 Franklin st., City, for furniture, Item 1, for Bushwick High School, Brooklyn; surety, New England Casualty Co.

E. Trubner, 1 Madison ave., City, for furniture, Item 8, for Bushwick High School, Brooklyn; surety, Illinois Surety Co.

Andrew Nicola, 50 Church st., City, for alterations, etc., at Public Schools 10, 32, 82, 37 and 132, Brooklyn; surety, Casualty Co. of America.

Smith & Breman, 147 Clinton st., City, for alterations, etc., at Public School 23, Brooklyn; surety, Globe Indemnity Co.

Herman Sacks, 1482 2d ave., City, for alterations, etc., at Public School 51, Brooklyn; surety, National Surety Co.

Nathan Frey, 348 Van Brunt st., Brooklyn, for alterations, etc., at Public School 30, Brooklyn; surety, National Surety Co.

Daniel Gottlieb, 175 5th ave., Brooklyn, for alterations, etc., at Eastern District High School, Brooklyn; surety, National Surety Co.

D. J. Carey, 837 Knickerbocker ave., Brooklyn, for sanitary alterations at Public Schools 102, 127, 128 and 131, Brooklyn; surety, National Surety Co.

Philip & Paul, 166 E. 120th st., City, for heating and ventilating repairs in Public School 31, Brooklyn; surety, Casualty Co. of America.

JOHN SEATON, Superintendent of Buildings.

for heating and ventilating repairs in Public School 29, Manhattan; surety, National Surety Co.

Cavanaugh Bros. & Co., 151 W. 34th st., City, for furnishing materials for Building Bureau (Heating Division); surety, United States Fidelity & Guaranty Co.

Long Island Wood Co., 11 Vanderbilt ave., Brooklyn, for supplying wood for use in schools; surety, Fidelity & Deposit Co. of Maryland.

A. E. PALMER, Secretary.

### Borough of Richmond.

Bureau of Buildings.

Report of the operations of the Bureau of Buildings, Borough of Richmond, for the week ending June 28, 1913: Plans filed for new buildings (estimated cost, \$36,255), 21; plans filed for alterations (estimated cost, \$4,650), 15; plans filed for plumbing (estimated cost, \$4,532), 15;

new buildings, estimated, 16; alterations, estimated, 14; construction inspections made, 457; plumbing and drainage inspections made, 117; iron and steel inspections made, 17; violations of law reported, 4; violation notices issued, 4; unsafe building notices issued, 2; modifications of the law allowed as regards concrete footings under foundations, 2.

JOHN SEATON, Superintendent of Buildings.

### DEPARTMENT OF HEALTH.

#### REPORT FOR THE WEEK ENDING JUNE 28, 1913.

##### SOME RESULTS OF IMMUNIZATION AGAINST TYPHOID FEVER.

From January 1 to June 15, 1913, the cases of typhoid fever in New York City have been fewer in number than during the corresponding period for many previous years. In 1912, the total number of cases was greatly below that of previous years, but the total for 1913 promises to exhibit even fewer cases. The following figures compare corresponding periods of the two years:

	1912.	1913.	Five-Year Average.
Reported cases (January 1 to June 15) .....	809	419	729.8

Since January 1, 1913, the Department of Health has offered to supply free of charge, to physicians attending cases of typhoid fever, the anti-typhoid vaccine to be used for the protection of the other members of the patient's family. Not infrequently, however, the family physician does not avail himself of this offer, and will not even permit immunization to be performed by the Department. On this account immunization has not been performed in about 58 per cent. of the cases of typhoid fever reported, and this, in spite of the fact that with the systematic immunization of all persons exposed, practically no secondary cases would occur. In the experience of the Department, the few persons immunized, who have subsequently developed the disease, were already infected at the time of immunization, the disease not clearly manifesting itself until later, and none of these cases exhibited the severity of the average case of typhoid fever. On the other hand, numerous instances have occurred where immunization was declined, and the disease was later contracted in its worst form. The Department has on record 900 immunizations performed since January 1, 1913. During the first four weeks 75 were performed; during the second four weeks, 132; during the third, 167; during the fourth, 185, and during the sixth period of four weeks, 171. It will thus be seen that, speaking generally, immunization is growing in popularity, the slight decline in the last period being due to emergency work which urgently required the employment of some of the Inspectors in other fields. Immunization is performed by means of three injections, a week apart, and during the period mentioned, about 2,700 injections were made, and in some cases immunization is not yet completed. The injections are not very painful. Some slight indisposition may follow, lasting twenty-four, or, occasionally, though rarely, thirty-six or forty-eight hours. The injections are made in the upper arm, and local reaction is limited to a moderate amount of soreness the following day. For a person in ordinary health there is no reason to dread the after effect. As has already been stated in the bulletin of June 14 people who plan to spend their vacation in the country should avail themselves of the protection afforded by typhoid immunization. About 25 per cent. of all our typhoid cases are contracted in the country, and every autumn the large number of vacationists returning to the city contribute heavily to the seasonal increase of this disease.

##### LITTLE MOTHERS' LEAGUES.

Since the organization of the Division of Child Hygiene, the Department of Health has worked along almost purely preventive lines in its endeavor to reduce infant mortality in this city, and the results of this procedure are matters of record, as the death rate since 1907 has been reduced from 160 to 105 per thousand in babies under one year of age.

As one of the factors of this work, and the one which perhaps more nearly expresses the true preventive principle than any other, an attempt has been made to organize the girls of the city into leagues in order that they may render volunteer assistance to the Department of Health in its baby-saving campaign.

In the spring of 1908, the school Inspectors first delivered lectures in the schools on the "Care of Babies." Small headway was made beyond the mere delivery of the lecture. In 1909 this program was repeated and a few children volunteered to help the Department. In 1910, after each lecture, the Inspector asked the girls to volunteer to form Little Mothers' Leagues. The Department issued a certificate of membership to each girl joining the league, and after attendance at six meetings, gave the member a badge.

Since that time this procedure has been followed each summer, with an average of about twenty thousand girls serving as members of the leagues. Throughout the summer months a series of twelve lessons on baby care are given weekly to the girls by the Inspector and Nurse and the leagues are designated by the number of the public school from which the girls are recruited. At this writing the preliminary lectures are being completed and the leagues formed for active work. A distinct impetus has been given to this movement this year by a person who wishes to remain anonymous, and who has contributed to the leagues, through the Bureau of Municipal Research, the sum of five hundred dollars, to be used in promoting interest in the work.

It has been decided by the Department that this money may be best spent by giving a banner in each one of the boroughs to the league which shows the best record of attendance and work accomplished. In each individual league a specially designed gold medallion or pin will be given to the girl who has shown herself most efficient in this work during the summer.

The idea of these leagues originated with the Department of Health of New York City. Since the work was started, it has been widely copied, Chicago now hav-

ing Little Mothers' Leagues which are conducted as a part of the regular school work. In many other cities and towns, leagues have been organized, and last fall a representative of the German Government investigated the work while he was in New York City, and has now established leagues throughout Berlin and Charlottenburg, under the authority of the German Government.

As this method of real preventive infant mortality work may be carried on with very little expense, it should become a matter of universal procedure. It is felt by the Department of Health that the work properly belongs to the Department of Education, and that instruction in infant care should form a part of the regular course for girls in hygiene.

Through teaching young girls the proper methods of baby care, the Department feels that it is making progress in three directions:

First—That the girls take better care of the little brothers and sisters who are entrusted to their charge.

Second—That they carry home to their parents the information they obtain at the meetings.

Third—That they are prepared to be the wise and competent mothers of the next generation.

#### PROHIBITION OF THE USE OF SACCHARIN IN FOODS.

The history of the campaign conducted by the Department of Health against the use of saccharin in foods began on August 22, 1911, when, at a meeting of the Board of Health, a resolution was adopted declaring that food or food products containing saccharin should thereafter be deemed adulterated. This action followed the promulgation of Food Inspection Decision No. 138, by the Secretary of Agriculture, which declared that on and after January 1, 1912, foods containing saccharin for sale in the District of Columbia or the territories, or shipped in interstate or foreign commerce, or offered for importation in the United States, would be regarded as adulterated under the Food and Drug Act. Saccharin is a crystalline coal tar product which has a sweetening power about three hundred times that of cane sugar. It is, however, absolutely destitute of any food value. Its use in food as a substitute for sugar is therefore a fraud, and in certain quantities, it may be harmful. Not only is saccharin an adulterant, but it is an antiseptic, of feeble power, classified by Leach in his work as being equivalent in antiseptic qualities to boric acid. Recently the Department of Health prosecuted successfully in the local Court of Special Sessions its first group of cases involving the use of saccharin in foods, and the work of the Department in the prevention of the adulteration of foodstuffs has been undoubtedly materially strengthened by the court's decision in its favor.

In view of the fact that the court has sustained the contention of the Department of Health that "foods or food products containing saccharin" are, under the Sanitary Code, adulterated, the Department again reminds manufacturers of foods including beverages that the use of saccharin in foods is prohibited; that all violations detected by the Department will be prosecuted, and that all foods so adulterated may be seized and destroyed.

#### DEATH RATE FOR THE WEEK.

##### Memorandum.

There were 1,182 deaths and a rate of 11.48 per 1,000 of the population reported during the past week, as against 1,233 deaths and a rate of 12.43 during the corresponding week of 1912, a decrease of 51 deaths and of .95 of a point. This is the lowest weekly death rate that the City has ever experienced, the next lowest being that of November 2, 1912, when the death rate was 11.59.

Scarlet fever, typhoid fever, diarrhoeal diseases under five years of age, and deaths from violence showed a considerably reduced mortality. On the other hand, diphtheria and pulmonary tuberculosis showed an increase in the number of deaths. Deaths from whooping-cough, cerebro-spinal meningitis, combined heart and kidney diseases and the pneumonias remained approximately the same as in the corresponding week of last year. Deaths of children under one year of age were 28 less, under five years of age 5 less, between five and sixty-five years 44 less, and above sixty-five years of age 12 greater.

The death rate for the first twenty-six weeks of this year was 15.04 per 1,000, as against 15.06 during the corresponding period of 1912, a decrease of .02 of a point.

#### VITAL STATISTICS

##### Summary for Week Ending Saturday, 12 M., June 28, 1913.

Boroughs.	Population U.S. Census April 15, 1910.	Estimated Population July 1, 1913.	Deaths.				Births.	Marriages.	Still-births.	Death-rate.	
			1912.	1913.	% Cor- rected, 1913.	1912.					
Manhattan .....	2,331,542	2,487,706	639	571	561	1,262	952	61	13,67	11.98	11.81
The Bronx .....	430,900	533,981	108	125	116	330	70	11	10,61	11.17	10.36
Brooklyn .....	1,634,351	1,845,443	387	369	376	904	424	38	11,66	10.43	10.63
Queens .....	284,041	359,891	62	89	100	153	113	14	9.68	12.90	14.50
Richmond .....	85,969	95,872	27	28	27	40	17	1	15.20	15.24	14.70
City of New York...	4,766,883	5,372,983	1,233	1,182	1,182	2,695	1,582	125	12.43	11.48	11.59

\*Corrected according to borough of residence.

† The presence of several large institutions, the great majority of whose inmates are non-residents of the city, increases considerably the death-rate of this Borough.

##### Deaths by Principal Causes, According to Locality and Age.

Boroughs.	Contagious Diseases detailed elsewhere.		Malaria.	Tuberculosis.	Pulmonary.	Cerebro-Spinal Meningitis.	Bronchitis.	Diarrhoeal Diseases under 5 Years.	Pneumonia.	Broncho Pneumonia.	Bronchitis.	Homicides.	Accidents.	Suicides.	Under 1 Year.	Under 5 Years.	5-65 Years.	65 Years and Over.	
	1912.	1913.																	
Manhattan .....	32	28	78	2	1	15	15	31	48	5	5	4	37	98	181	303	373	87	87
The Bronx .....	26	27	27	4	17	15	18	18	17	2	2	16	59	29	201	201	69	69	69
Brooklyn .....	4	10	7	6	6	6	2	2	2	2	17	20	46	17	20	46	46	17	17
Queens .....	2	3	1	1	1	1	3	3	3	4	10	12	12	12	12	12	12	6	6
Total .....	70	62	5	5	46	43	64	79	13	4	66	194	342	639	201	201	201	201	201

##### Cases of Infectious and Contagious Diseases Reported.

Week Ending.	Mar. 29.	Apr. 5.	Apr. 12.	Apr. 19.	Apr. 26.	May 3.	May 10.	May 17.	May 24.	May 31.	June 7.	June 14.	June 21.	June 28.
Tuberculosis...	560	387	532	525	499	507	511	477	374	460	442	558	481	
Diphtheria and Croup...	337	337	333	326	314	328	366	350	307	311	339	324	326	
Measles.....	1,197	1,087	1,128	1,170	1,359	1,353	1,533	1,283	1,480	1,323	1,466	964	859	
Scarlet Fever.....	347	355	341	394	343	338	300	294	292	224	228	185	130	
Smallpox.....	1	1	1	1	1	1	2	1	1	1	1	1	1	
Chickenpox.....	141	215	164	175	132	188	212	173	165	150	195	197	201	
Typhoid Fever.....	17	11	28	19	19	25	18	29	25	20	28	17	31	
Whooping Cough.....	66	110	130	120	128	142	105	108	113	118	106	77	68	
Cer. Spinal Meningitis.....	8	6	10	8	8	6	6	5	7	5	10	1	13	
Total.....	2,674	2,508	2,671	2,738	2,837	2,874	3,029	2,769	2,904	2,517	2,817	2,344	2,333	2,024

##### Infectious and Contagious Diseases in Hospital.

	Willard Parker Hospital.			Riverside Hospital.			Kingston Ave. Hospital.			Otisville Sanatorium.		
	Scarlet Fever.	Diphtheria.	Total.	Scarlet Fever.	Tuberculosis.	Total.	Scarlet Fever.	Tuberculosis.	Total.	Scarlet Fever.	Tuberculosis.	Total.
Remaining June 21, 1913	192	86	278	19	84	3	243	52	58	104	57	500
Admitted.....	18	44	62	10	51	1	17	24	12	20	15	21
Discharged.....	42	39	81	12	2	2	1	23	19	31	23	21
Died.....	4	6	10	2	2	1	1	4	2	1	1	1
Remaining June 28, 1913	104	85</										

## BOARD OF ESTIMATE AND APPORTIONMENT

Minutes of Meeting of Board of Estimate and Apportionment, Held in Room 16, City Hall, Tuesday, June 24, 1913.

The Board met in pursuance of an adjournment.

Present—William A. Prendergast, Comptroller; Ardelph L. Kline, Acting President, Board of Aldermen; George McAneny, President, Borough of Manhattan; Alfred E. Steers, President, Borough of Brooklyn, and George Cromwell, President, Borough of Richmond.

The Acting President of the Board of Aldermen, Hon. Ardelph L. Kline, presided.

## PUBLIC IMPROVEMENT MATTERS.

*Public Hearing on the Plans and Profiles Covering the New York Central and Hudson River Railroad Company's Proposed Improvement, from the City Line to St. Johns Park, and on the Recommendations in Connection Therewith Made by the Select Committee of the Board* (Cal. No. 1).

At the meeting of the Board on May 15, 1913, a communication from the Committee on Terminal Improvements transmitting these plans and profiles was presented, and Tuesday, May 27, 1913, was fixed as the date for a public hearing thereon. On the latter date the hearing was continued to Tuesday, June 24, 1913, at 2 o'clock p. m.

The Secretary presented affidavit of publication showing that the matter had been advertised.

The Secretary presented communications relative to the proposed improvement from the American Scenic and Historic Preservation Society, the Riverside Committee of the Parks and Playgrounds Association of The City of New York, the Parents' Association of Public School No. 132, Manhattan, and Robert Gibson, Jr., in opposition to the proposed open cut through Fort Washington Park, and from Messrs. Calder, Nassau & Lanning and Mr. A. E. Glass in opposition to the proposed treatment along Riverside Drive.

Which communications were placed on file.

The Secretary presented two communications from the Acting Corporation Counsel, as follows:

City of New York, Law Department, Office of the Corporation Counsel, New York, June 24, 1913.

## Board of Estimate and Apportionment, Committee on Terminal Improvements:

Sirs—I am in receipt of a communication signed by John Purroy Mitchel, Chairman, Committee on Terminal Improvements, dated June 6, 1913, and reading as follows:

"At the public hearing upon the proposed settlement with the New York Central Railroad Company accorded by the Board of Estimate on May 22 two questions of law were raised. I have been requested by the Terminal Committee to obtain your opinion upon these points.

"(1) It was contended by Mr. Craig, of the West End Association, that the enabling act under which negotiations had proceeded, chapter 777 of the Laws of 1911, is unconstitutional, and that the City has no power to make a settlement with the railroad thereunder. As I understand it, the ground of his contention is that this act provided only for the laying of additional tracks without the constitutional consents of property owners.

"(2) Mr. Craig further contended that the settlement tentatively recorded by the Terminal Committee of the Board of Estimate is not in accordance with the terms of chapter 777 of the Laws of 1911, even if that law were held to be constitutional, and that the City has no power to enter into the agreement suggested in that report.

"Will you be good enough to render to the Terminal Committee your opinion upon these two questions?

"Herewith I transmit a copy of the report of the Terminal Committee which contains the suggested settlement with the New York Central Railroad Company."

(1) I have carefully examined chapter 777 of the Laws of 1911, entitled:

"An Act to provide for the regulation and improvement of the railroad, terminals and approaches thereto and of the motive power to be used thereon, of the New York Central and Hudson River Railroad Company in the City of New York, and for such purpose, for discontinuing the use at grade by said company of certain streets, avenues, public parks or places in said city, and, also for such purpose, to authorize the City of New York to grant real property and rights to said railroad company and to acquire real property and rights from said railroad company."

No new or additional franchise to lay tracks is conferred by this Act on the New York Central Railroad Company, nor does such act authorize or empower the Board of Estimate and Apportionment to grant any new or additional franchise to lay tracks to the said company.

The franchise of that company is derived from chapter 216, Laws of 1846, authorizing the Hudson River Railroad Company to construct a single, double or treble railroad or way between the cities of New York and Albany, commencing in The City of New York, with the consent of the Corporation of New York, with the power to construct such branch or branches as may be required for the business of said railroad.

The right to franchise for laying additional railroad tracks inheres in the railroad company's charter and general laws supplemental thereto.

Railroad Law, section 17.

The charter rights to which the new company formed by consolidation of New York Central and Hudson River Companies succeeded embraced the powers to lay down additional tracks, and to acquire properties and easements therefor as time to time increase of patronage may require.

Saunders vs. N. Y. C., 144 N. Y., 75.

N. Y. C. vs. Johnson, 67 Barb., 426.

N. Y., N. H. & H. vs. Franz, 30 St. Rep., 367.

Same Co. vs. Welsh, 52 St. Rep., 532.

N. Y. & Har. Co. vs. Kipp, 46 N. Y., 546.

N. Y. C. vs. Met. Gas Co., 63 N. Y., 326.

Matter of N. Y. C. Co., 77 N. Y., 248.

N. Y. C. vs. Mathews, 70 Misc., 567; aff. 144 App. Div., 732.

N. Y. C. vs. City of Yonkers, 103 N. Y. Supp., 252.

To like effect is legislative recognition, Laws 1885, chapter 496, entitled: "An Act to define, lay out and establish the boundaries and lines of Riverside Park," etc. Section 2 provides:

"\* \* \* But nothing herein contained shall affect the rights and franchises of The New York Central and Hudson River Railroad Company."

See also:

Matter of N. Y. El. R. Co., 70 N. Y., 327.

Opinion by Earl, J., p. 336, et seq.:

"Section 1 of the Act of 1875 recites the organization of the elevated railway company under the General Railroad Act, and the purchase by it under mortgage foreclosure and sale, and other transfer of all the rights, powers, privileges and franchises which were conferred upon the West Side and Yonkers Patent Railway Company by the Acts of 1867 and 1868, above referred to, and confirms it in the possession and enjoyment of said rights, powers, privileges and franchises as fully, and at large as they were granted in and by the acts aforesaid to the other company. Section 2 authorizes the elevated railroad company to construct and complete at least one track of its road along and over the streets and places specified and permitted in the aforementioned acts, in the mode, manner and form prescribed by said acts, except as otherwise provided. Section 3 continues the Commissioners provided for in the Act of 1867; and section 4 provides that the company may make and adopt such alterations and improvements in the structure, rolling stock, motor power, and its application, as the Commissioners should authorize or approve. Section 7 particularly provides that the Act shall not be construed as authorizing the construction of the road along or upon any streets or avenues except those specified in the Act of 1867.

"The effect of this Act was to secure to the elevated railroad company all the rights, powers, privileges and franchises of the West Side and Yonkers Patent Railroad Company, under the purchase by and transfer to it, and also the right to use any motor power for the propulsion of its cars which the Commissioners should authorize or approve. This Act did not confer any new franchises upon the elevated railroad company; it only confirmed in it and regulated the franchise

previously possessed by the other company. It did not give any new authority to lay down railroad tracks, or grant any exclusive privilege. It only confirmed and regulated authority and privileges previously granted to a company to which the elevated railroad company had succeeded.

"By the Act of 1867 the railroad company was required to construct the experimental section within one year (legal days excepted), and the extension thereof as authorized, so far as comprised in the limits of The City of New York, within five years thereafter. These provisions were probably not complied with. They were conditions for a non-compliance with which the sovereign power could claim forfeiture of the company's charter. But a cause of forfeiture cannot be taken advantage of or enforced against a corporation collaterally or incidentally, or in any other mode than by a direct proceeding for that purpose against the corporation; and the government creating the corporation can alone institute the proceeding; and it can waive a forfeiture, and this it can do expressly or by legislative acts recognizing the continued existence of the corporation (Angell and A. on Corp., 742-47). I can therefore perceive no constitutional objection against the Act of 1875. It did not violate section 18 of article 3 of the constitution which took effect January 1, 1875, and which prohibits the Legislature from passing a private or local bill, among other things, granting to any corporation the right to lay down railroad tracks or any exclusive privilege or franchise. These constitutional provisions do not prohibit a private or local bill to amend the charter of private corporations by regulating powers, rights, privileges and franchises which it previously possessed. Such a bill may not be passed to give to an existing corporation any new right to lay down railroad tracks, or any exclusive privileges or franchises; but it may be passed to regulate and control the right to lay down tracks previously existing, or to give new privileges or franchises, provided they be not exclusive. A bill may be passed waiving a forfeiture of corporate rights. Such a bill would confer no new rights upon the corporation, but would simply be a surrender or waiver by the sovereign of its right to claim the forfeiture. A bill may be passed to extend the time within which corporate rights may be exercised. Such a bill would give no new substantial rights, but would simply extend the time within which rights previously granted could be exercised. So a bill may be passed giving a private railroad corporation the right to use a new or different motive power, provided the right be not exclusive."

Matter of Gilbert Ele. Ry. Co., 70 N. Y., 361. Opinion by Church, Ch. J., p. 369:

"I cannot accede to the proposition that any change in the structure and in the manner of occupying the streets, however restrictive upon the company or beneficial to the public in the use of the streets, constitute a fresh grant of the right to lay down railroad tracks. It is a misnomer to call such restrictions grants of any right whatever. As well might the cutting down of a fee to a life estate be termed a grant of land. The purpose of the corporation and its substantial powers were the same after as before the passage of the act, and if in imposing conditions, some benefits accrued, such as an extension of time, and the like, these would not change the character of the act. True, the act declares that the corporation, upon complying with the conditions imposed, shall have 'like power' with corporations authorized to be created. It possessed like power before, and this clause must be construed as confirmatory of such power as applied to the changes and restrictions required and imposed. The constitutional clause was designed, I think, to prohibit an original and independent grant of the right to lay down railroad tracks, including the powers incident thereto.

"I agree with the objectors, that the Legislature cannot grant this right under the guise of an amendment to an existing charter any more than by an original grant. It would be incompetent to grant this right to a corporation organized for a different purpose; but, in my judgment, an act restricting and regulating an existing right to lay down railroad tracks, is not a grant of that right within the meaning of this clause. It is not within the letter of the clause, nor within the evil at which the provisions was aimed. I find nothing in any of the authorities cited to justify a different conclusion from that at which I have arrived."

Colgate v. N. Y. C., 51 Misc., 503. Opinion by Kelly, J. (p. 512):

"If I am right in my interpretation of the effect of the deed and of the consolidation agreement, it follows that plaintiffs' claim that the present corporation is limited to the use of three tracks cannot be sustained. The consolidated corporation possesses all the property and franchises of the constituent corporations; but, in addition, it possesses the general powers of railroad corporations (Consolidation Act, 1869, *supra*, section 8; General Railroad Act 1850, *supra*), which are not limited to the use of three tracks."

N. Y., N. H. & H. R. Co. vs. Welch, 144 N. Y., 411. Opinion by Gray, J., p. 414:

"The general Act of 1850 (chapter 140, Session Laws 1850) endowed 'all existing railroad corporations within this state' with all the powers and privileges and subjected them to all the duties and liabilities and provisions contained in the Act; so far as they should be applicable to their charters. By that Act authority was conferred upon railroads, organized under its provisions, to condemn lands for the construction of their roads; but that authority was broadened by subsequent legislation, so as to provide with respect to all existing corporations for the case where additional land might be required, after the construction of the railroad and for the purpose of operating it. Then, in 1892 (chapter 565, Session Laws), was placed upon our statute books the present General Railroad Law, which, in its fourth section gave power to 'every railroad corporation' to acquire by condemnation such real estate as may be necessary for the construction, maintenance, or accommodation of its railroad. By the seventh section 'all property, required by any railroad corporation for the purposes of its incorporation, shall be deemed to be required for a public use'; and the right is given to it to acquire title to the real estate required by condemnation 'where it shall require any further rights to lands, or the use of lands for switches, turnouts, etc., etc.' It seems very clear to us that under the law as it stood before the present General Railroad Act, as well as under it, the petitioner was included in the general gift of authority to acquire additional real estate; where, as is the case here, it was needed for its proper operation and to accommodate the road to the growth of its business, and to meet the public demands of travel and traffic."

Weinckie vs. N. Y. C., 39 St. Rep., 584. Opinion by Mahon, J., p. 586:

"It is also objected that this statute violates the second paragraph of section 18 of article 3 of the constitution. That paragraph prohibits the Legislature from passing private or local acts for laying out, opening, working or discontinuing roads, highways or alleys. It would seem to be an answer to this objection that the Legislature did not in this case undertake to pass a bill prohibited by this provision. It assumed by this Act to confer authority upon the Common Council and did not undertake to exercise the power itself. At most it only enlarged the power theretofore existing in the Common Council, who were vested with power and control over the street by the provisions of the charter.

"Nor do we see that this Act of the Legislature violated the provisions of paragraphs 11 and 12 of section 18 of article 3 of the constitution. The Act does not grant a right to the defendant to lay down railroad tracks; nor does it grant to the defendant any exclusive privilege. At most it only confers upon the Common Council of Schenectady additional power that is not prohibited by the constitutional provisions referred to."

Affirmed on opinion of General Term, 133 N. Y., 656.

Long Island R. Co. vs. Sherwood, 205 N. Y., 1. Held:

"Former decisions which were based upon the absence of legislative power have become obsolete by amendments to the Railroad Law (Laws, 1905, chapter 727; Consolidated Laws, chapter 49), expressly giving to railroad companies the right to acquire additional lands by condemnation for main tracks, branches etc., outside of that previously acquired for its right of way. Hence the construction of the statute, as it then existed, in Erie R. R. Co. vs. Steward (170 N. Y., 172), is no longer controlling."

Sandhem vs. Nye, 9 Misc., 541, held:

"A statute authorizing the consolidation of railroads which possess franchises to lay down and operate railroad tracks is not violative of section 18 of article 3 of the Constitution, as the constitutional provision was designed only to prohibit an original and independent grant of the right to lay down railroad tracks."

"Chapter 163, Laws of 1886, authorizing the consolidation of the East Genesee Street and Seward Avenue Railway and the Auburn and Owego Lake Railway is not unconstitutional, and the corporation organized in pursuance thereof is legal and is alone liable for the negligence of its employees."



hereby authorized and empowered, in its discretion, to grant to the said railroad company any and all lands or lands under water, or rights, interests or easements in lands or lands under water, rights or easements in streets, avenues, ways, public wharves, parks or places in anywise owned, occupied or controlled by said city, which may be necessary or required for the making of any alterations or changes provided for in any plans and profiles approved as aforesaid, or provided for in the agreement mentioned in the preceding section, or which may be necessary or required for the proper operation of trains and cars in and upon the railroad constructed or changed in accordance with such plans and profiles or the yards, stations and terminals connected therewith, and the approaches thereto; and said city, acting by its said board, is hereby authorized and empowered, in its discretion, to agree with the said railroad company upon the consideration to be given or the amount of compensation to be paid to said city by said railroad company for such lands or lands under water, or rights, interests or easements in lands or lands under water, rights or easements in streets, avenues, ways, public wharves, parks or places, as may be granted by said city as in this section provided; and also in its discretion to grant to said railroad company such lands or lands under water, rights, interests or easements in lands or lands under water, rights or easements in streets, avenues, ways, public wharves, parks or places by proper instrument in writing.

"The consideration or compensation to be made by said railroad company to said city may be either pecuniary compensation, or lands or lands under water, rights, interests or easements therein or rights, easements or privileges in streets, avenues, ways, public parks, wharves or places granted or surrendered by said railroad company to said city for any public purpose of the said city; or such consideration or compensation may be work or labor done or performed or materials furnished by said railroad company for the benefit of said city in carrying out and into effect any plans and profiles agreed upon and approved as herein provided. Such instrument shall be executed in duplicate and on the part of said city by its mayor and comptroller, under the corporate seal of said city and by the railroad company under its corporate seal and by its proper officers. When executed, one copy of such instrument shall be filed in the office of the comptroller of said city and one copy shall be delivered to the said railroad company. When executed and filed as aforesaid, said instrument shall be binding upon said city and upon the said railroad company, their successors and assigns."

It is in pursuance of the provisions of this act that an agreement is now proposed to be entered into between the City and the Company having for its primary object the elimination of grade crossings along the right of way of the railroad company on the West Side by elevating or depressing its tracks.

In the action between the City and the Company the following facts and conclusions of law affecting the railroad company's right of way in the streets and avenues of the city were judicially determined.

*"Findings of Fact."*

"I. The Hudson River Railroad Company was a domestic railroad corporation, organized by an act of the Legislature, entitled 'An Act to authorize the construction of a railroad from New York to Albany,' passed May 12, 1846, and known as chapter 216 of the Laws of 1846, as by reference to said act will more fully appear.

"II. Among the powers and franchises granted by the Legislature in and by said act to the said Hudson River Railroad Company, was that of constructing a single, double or treble railroad or way between the cities of New York and Albany, commencing in The City of New York, with the consent of the corporation of The City of New York, passing through the counties of New York, Westchester, Putnam, Dutchess, Columbia and ending at some point on the Hudson River in the County of Rensselaer, opposite the City of Albany, and with the power to construct such branch or branches for depot and station accommodations as may be required for the business of said railroad; and with power to locate their railroad on any of the avenues or streets of The City of New York westerly of and including the Eighth avenue, and on or westerly of Hudson street, provided the assent of the corporation of said city should be first obtained for such location; and with power to purchase, receive and hold in fee simple such real estate and other property as might be necessary to accomplish the objects for which said corporation was granted; and also to receive, hold and take such voluntary grants and donations of real estate and other property as should be made to the said corporation, to aid in the construction and maintenance of said railroad and ways. Upon said corporation were conferred the general powers, and it was subject to the general restrictions and liabilities prescribed by such parts of the third title of the eighteenth chapter of the first part of the Revised Statutes as were not at the time of said enactment repealed. The Legislature reserved the right at any time to alter or repeal the said act.

"In and by section one of said chapter 216 of the Laws of 1846, the duration of the life of said corporation was limited to fifty years from the date of said enactment.

"III. The said Act, chapter 216 of the Laws of 1846, was further amended by an act entitled 'An Act to amend an act to authorize the construction of a railroad from New York to Albany,' passed May 12, 1846, passed March 20, 1847, and known as chapter 31 of the Laws of 1847, and was again amended by an act entitled 'An Act to further amend an act to authorize the construction of a railroad from New York to Albany, passed May 12, 1846,' enacted February 10, 1848, and known as chapter 30 of the Laws of 1848, said amendments containing provisions governing the acquisition of lands by condemnation proceedings, and providing that upon compliance with the provisions in said amending acts set forth."

"The said corporation shall thereupon become seized in fee of such land, during the continuance of the corporation, by this or any subsequent act, and may take, hold and use the same for the purposes of such road."

"IV. After due deliberation, pursuant to and in compliance with the terms of said incorporating act, chapter 216 of the Laws of 1846, of said the Hudson River Railroad Company, the Board of Aldermen of said The City of New York, on April 30, 1847, and the Board of Assistants, on May 3, 1847, adopted, and the Mayor of said City on May 6, 1847, approved, an ordinance in the words and figures following:

*"An Ordinance."*

"The Mayor, Aldermen and Commonalty of The City of New York, in Common Council convened, do ordain as follows:

"Permission is hereby granted to the Hudson River Railroad Company to construct a double track of rails, with suitable turnouts, along the line of the Hudson River, from Spuyten Duyvil Creek to near Sixty-eighth street, occupying so much of the Twelfth avenue as lies along the shore; thence winding from the shore so as to intersect the Eleventh avenue at or near Sixtieth street; thence through the middle of the Eleventh avenue to about Thirty-second street; thence on a curve across to the Tenth avenue; intersecting the Tenth avenue at or near Thirtieth street; thence through the middle of the Tenth avenue to West street, and thence through the middle of West street to Canal street.

"The said Hudson River Railroad Company shall grade, regulate, pave and keep in repair a space twenty-five feet in width, in and about the tracks, in all the avenues and streets through which the said track or tracks shall be laid, whenever the Common Council shall deem the interest of the public to require such pavement to be done.

"The said company shall lay such rail tracks through the avenues and streets in conformity to such directions as to line and grade as shall be given by the Street Commissioner, and shall conform their said railroad to the grades of the avenues and streets through which it shall extend or cross, as shall be from time to time established by the Common Council if the latter so require; and shall lay their rails or tracks in the streets or avenues in such manner as to cause no unnecessary impediment to the common and ordinary use of the street for all other purposes, and so to leave all the water courses free and unobstructed. It shall be especially incumbent on the said Hudson River Railroad Company, at their own cost, to construct stone bridges across such of the streets intersected by the Railroad as may by the elevation of their grades above the surface of said roads require to be arched or bridged, whenever in the opinion of the Common Council the same shall be necessary for public convenience; and also, to make such embankments or excavations as the Common Council may deem necessary to render the passage over the railroad and embankments at the cross streets easy and convenient for all

the purposes for which streets and roads are usually put to, and the said company shall also make, at their own cost and charge, all such drains and sewers as their embankments or excavations may, in the opinion of the Common Council, render necessary, and said company shall be at all times subject to such regulations, with reference to the convenience of public travel through such streets and avenues as are affected by the said railroad, as the Common Council shall, from time to time, by resolution or ordinance, direct, and the corporation hereby reserves the right to require said company, at any time after the Eleventh avenue shall be made to Fourteenth street, to take up their rails in the Tenth avenue, and lay them in the Eleventh avenue to said Fourteenth street, and through Fourteenth street to connect with West street.

"The said company shall, within one year from the passage of this ordinance, and before entering upon any contracts for grading, file in the office of the Street Commissioner a map showing the location and the intended grade of said railroad.

"Permission is hereby granted to the Hudson River Railroad Company to run their locomotives as far south as Thirtieth street, and no further.

"The said Hudson River Railroad Company shall be and are hereby prohibited from running a stated train between any points below Thirty-second street, for the carrying of passengers between those points, under the penalty of twenty-five dollars for each passenger from whom fare shall be received therefor.

"This ordinance shall not be construed as binding upon the corporation, nor shall it go into effect, until the said Hudson River Railroad Company shall first duly execute under their corporate seal, such an instrument in writing covenanted and engaging, on their part and behalf, to stand to, abide by and perform all such conditions and requirements contained in the second and third sections of this ordinance as the Mayor and Counsel to the Corporation shall by their certificate approve, and not until such instrument shall be filed, so certified, in the office of the Comptroller of this City."

"V. On or about August 12, 1847, said Company executed as of that date, under its corporate seal, and the Mayor of, and Counsel to the Corporation of the said City of New York, respectively, by certificate in writing, approved an instrument in writing in and by which it was covenanted and engaged as prescribed in the said 'Ordinance,' that is to say, in the words and figures following:

*"To all to whom these presents shall come, greeting:*

"Whereas, The Mayor, Aldermen and Commonalty of The City of New York, by an ordinance approved on the sixth day of May, A. D. 1847, gave consent to the Hudson River Railroad Company to commence in the City of New York and construct therein a double track of rails, with suitable turnouts, along the line therein mentioned, from Canal street to the line therein mentioned, from Canal street to Spuyten Duyvil Creek, and did, in and by said ordinance, assent to the location by the Directors of said Company of said railroad on and over the streets and avenues mentioned in said ordinance and crossed by said line; and

"Whereas, Pursuant to said ordinances and the acts incorporating said company and amendatory thereof, the said Directors have located the said railroad in the City of New York, according to the map prepared to be filed here-with, showing the location and intended grade of the Hudson River Railroad in the City of New York;

"Now, know ye that the said Hudson River Railroad Company, for themselves and their successors, do hereby, in consideration of the premises, covenant and engage to and with the Mayor, Aldermen and Commonalty of The City of New York, and their successors forever, to grade, regulate, pave and keep in repair a space twenty-five feet in width in and about the tracks in all the avenues and streets through which the said track or tracks shall be laid, whenever the Common Council shall deem the interests of the public to require such pavement to be done.

"And that the said Company will lay such rail track through the avenues and streets in conformity to such directions as to line and grade as shall be given by the Street Commissioner, and shall conform their said railroad to the grades of the avenues and streets through which it shall extend or which it shall cross as shall be from time to time established by the Common Council, if the latter so require.

"And that said Company will lay their rails or tracks in the streets or avenues in such manner as to cause no unnecessary impediment to the common and ordinary use of the streets for all other purposes, and so as to leave all the water courses free and unobstructed.

"And further, that said Company will, at their own cost, construct stone bridges across such of the streets intersected by the said railroad as may, by the elevation of their grades above the surface of said road, require to be arched or bridged, whenever, in the opinion of the Common Council, the same shall be necessary for public convenience.

"And, also, that the said company will make such embankments or excavations as the Common Council may deem necessary, to render the passage over the said railroad and embankments at the cross streets easy and convenient for all purposes to which streets and roads are usually put.

"And that the said Company will also make, at their own cost and charge, all such drains and sewers as their embankments or excavations may, in the opinion of the Common Council, render necessary.

"And will at all times be subject to such regulations, with reference to the convenience of public travel through such streets and avenue as are affected by said railroad, as the Common Council shall, from time to time, by resolution or ordinance, direct.

"And, further, that, if thereto required by the Corporation at any time after the 11th avenue shall be made to 14th street, the Company will take up their rails in the 10th avenue, and lay them in the 11th avenue, to said 14th street, and through 14th street to connect with West street.

"And that the said Company will, within one year from the passage of the said ordinance, and before entering upon any contracts for grading, file, in the office of the Street Commissioner, a map showing the location and intended grade of said railroad.

"And lastly, that said Company will stand to, abide by, and perform, all and singular, the conditions and requirements contained in the second and third sections of the said ordinance.

"In witness whereof, the said Hudson River Railroad Company have hereunto affixed the corporate seal this twelfth day of August, A. D. 1847.

*[L. S.]*

*"WILLIAM CHAMBERLAIN, President."*

"I, William V. Brady, Mayor of The City of New York, do hereby certify that I approve of the preceding covenant as being in compliance with the ordinance of the Corporation, approved May 6, 1847, referred to in said covenant.

*"WM. B. BRADY, Mayor."*

"I, Willis Hall, Counsel to the Corporation of The City of New York, do hereby certify that I approve of the preceding covenant, as being in compliance with the ordinance referred to in the above certificate.

*"WILLIS HALL, Counsel of Corporation."*

*"City and County of New York:*

"On this nineteenth day of August, A. D. 1847, before me personally appeared William Chamberlain, known to me to be the President of the Hudson River Railroad Company; and, being by me duly sworn, did depose and say that he resides in the City of New York; that the seal affixed thereto is the seal of the said Company, and that the same was affixed by their authority.

*"JOSEPH STRONG, Commissioner of Deeds."*

"And the said instrument so certified was thereupon filed in the office of the Comptroller of The City of New York.

"VI. On August 13, 1847, the said the Hudson River Railroad Company deposited with the Street Commissioner of The City of New York, a map showing the location and grades of the Hudson River Railroad within The City of New York, pursuant to the provisions of said ordinance approved by the Mayor, May 6, 1847, and in compliance with the agreement of said Company dated August 12, 1847.

"VIII. The route of the said railroad within the City limits of the then City and County of New York, was located beginning in the centre of West street, at the northerly line of Canal street, thence northerly along the centre of West street to Tenth avenue; thence still northerly along the centre of Tenth avenue to 30th street; thence curving to the west across private property and crossing 31st street and private property and 32d street, as laid out on the map of The

City of New York, filed April 1, 1811, but not at that point opened, to Eleventh avenue; thence curving to the north and running through the centre of Eleventh avenue to 60th street; thence curving slightly to the westward and along the easterly shore of the Hudson River to Spuyten Duyvil Creek, occupying portions of Twelfth avenue as laid out on said City map, but not then opened between 75th and 80th streets, and between 90th and 111th streets; and as subsequently laid out and opened between 112th and 120th streets; and as laid out on said City map and subsequently opened between 135th and 141st streets, and as laid out on the City map but not opened between 151st and 153d streets.

"IX. By resolution of The City of New York, adopted by the Board of Aldermen August 1, 1849, and by the Board of Assistants September 24, 1849, and approved by the Mayor September 25, 1849, it was

"Resolved, That the Hudson River Railroad Company be authorized to lay down a double track of rails, with suitable curves, from the northerly line of Canal street, at West street, through Canal and Hudson streets, to Chambers street, under the direction of the Street Commissioner, and subject to all restrictions, obligations, provisions and conditions of the ordinance authorizing said Company to lay down rails to Canal street."

"X. On or about the 1st day of October, 1849, the said railroad was completed from its southerly terminus at Chambers street, in The City of New York to Peckskill, and on October 1, 1851, the said railroad was completed and publicly opened from its southerly terminus at Chambers street, in The City of New York, to a point at Rensselaer, opposite the City of Albany.

"XI. The said the Hudson River Railroad Company, and its successors the present plaintiff, has complied with the terms and conditions specified in the said agreement dated August 12, 1847, by the said the Hudson River Railroad Company, and filed in the office of the Comptroller of The City of New York, including among other things the payment of license fees, and of large sums of money toward and for the paving and other improvements of streets and avenues which the provisions of the said ordinance, resolutions and agreements purported to impose upon the said the Hudson River Railroad Company, and its successors.

"XII. On May 6, 1847, the streets (commencing at the southerly terminus of the railroad) in The City of New York occupied longitudinally, or crossed by the tracks of the said the Hudson River Railroad Company, excepting 32d street, had been opened along the route of said railroad as far north as 11th avenue, and the northerly line of 48th street, and north of 48th street all the cross streets had been opened excepting 52d, 58th and 60th streets, and 70th street had been opened by dedication.

"XIII. Eleventh avenue, from the northerly line of 48th street to 59th street was opened by final order of confirmation of date February 4, 1854, and from 59th to 60th streets by final order of confirmation of date April 29, 1874.

"XIV. Twelfth avenue was opened from 59th street northerly to 153d street by proceedings confirmed of date July 2, 1869, but said avenue has not been in fact constructed, improved or physically opened between 59th and 129th streets; nor has the same been in fact constructed, improved or physically opened north of 134th street.

"XV. North of 60th street the only cross streets now legally opened and constructed across the tracks of said Hudson River Railroad Company are 129th, Manhattan, 131st, 132d, 133d and Dyckman streets. North of 60th street the following streets have been constructed though not legally opened across said tracks, namely: 79th, 96th, 134th, 138th and 158th streets. Legally opened, but not constructed across said tracks are 137th, 140th, 141st, 143d, 144th, 145th, 147th, 151st, 152d, 153d and 165th streets.

"XVI. By virtue of chapter 496 of the Laws of 1885, entitled 'An Act to define, lay out and establish the boundaries and lines of Riverdale Park and 12th avenue, between 79th and 129th streets, in The City of New York,' passed June 11, 1885, 12th avenue, as already laid out and opened between 79th and 129th streets, was discontinued as a public street, and made a part of Riverside Park, and the westerly boundary line of said Riverside Park was made the easterly boundary line of the route or roadway of the Hudson River Railroad Company.

"XIX. The plaintiff, the New York Central and Hudson River Railroad Company, was created, formed and organized, and now exists a body corporate by virtue of an agreement of consolidation entered into, and duly executed, by said the New York Central Railroad Company of the one part, and said the Hudson River Railroad Company, of the other part, adopted by the two-thirds vote of all the stockholders of each of the said companies at a meeting duly called and separately held for the purpose of voting upon and for the adoption or rejection of the said agreement, and thereafter the said agreement, with annexed certifications of the vote of the said stockholders for adoption thereof, was filed in the office of the Secretary of State of the State of New York on the first day of November, 1869, all under the authority of, and in pursuance of, and in conformity with, the provisions of an act of the Legislature of the State of New York, entitled 'An Act authorizing the consolidation of certain railroad companies,' passed May 20, 1869, and known as and being chapter 917 of the Laws of 1869.

"By article one of said agreement it was provided that said corporation, the plaintiff herein, 'shall continue for the term of five hundred years.'

"XX. By an Act of the Legislature of the State of New York, entitled 'An Act for the improvement of The City of New York between the southerly line of 60th street and the southerly line of 72d street, lying westerly of the easterly line of the lands now held by the New York Central and Hudson River Railroad Company,' passed June 25, 1887; and known as and being chapter 714 of the Laws of 1887, the plaintiff was authorized to erect and maintain a parapet wall bounding its terminal yard on the North River on the east, on the westerly line of 11th avenue from the southerly line of 60th street to the southerly line of 61st street, and thence northerly on the easterly property line of said company and until it intersects the northerly line of 72d street at a point 611.5 feet westerly from 11th avenue, and said Act further discontinued upon the map or plan of The City of New York, and closed all the portions of the streets between the said wall and the North or Hudson River, including 12th avenue. Pursuant to the terms of said Act the said parapet wall was erected as therein required, and the streets westerly thereof have been and are physically closed, and the lands formerly occupied thereby are a part of the terminal yards of the plaintiff between 60th and 72d streets in said City.

"XXIV. The line of railroad from Spuyten Duyvil south to St. Johns Park in the Borough of Manhattan, City of New York, constitutes the main freight terminal for such system of railroads in The City of New York. Said line of railroad in the Borough of Manhattan, City of New York consists substantially of two main lines of track, with sidings, turnouts and switches, extending from Spuyten Duyvil Creek, now known as the Harlem Ship Canal, at its confluence with the Hudson River, southerly along the easterly shore or margin of the Hudson River, with various passenger and freight stations along its line, including extensive freight yards between 146th and 142d streets, and between 136th and 129th streets, and between 72d and 59th streets, the yard last mentioned being the main freight yard, with engine houses, freight houses, numerous tracks, piers, transfer bridges and terminal warehouses. From the said last mentioned yard the said line at the intersection of 60th street proceeds down 11th avenue, with numerous industrial tracks and sidings leading to premises of extensive shippers and receivers of freight, to the terminal known as the 30th Street Yard, covering the space between West 37th and West 30th streets, and extending between West 32d and West 30th streets from 10th avenue to the Hudson River, including numerous freight houses, markets, sheds, engine houses, passenger station, tracks, turnouts and connections with piers and transfer bridges, along the Hudson River within the limits named, the tracks, besides the main tracks, used as turnouts, switches, crossovers, sidings and delivery tracks, being located in part in 10th avenue, 11th avenue, 12th avenue, Marginal street and in certain of the cross streets as opened, between West 30th and West 37th streets. The tracks of the main line diverge from 11th avenue at West 33d street, crossing blocks consisting of private property diagonally in a southeasterly direction to the intersection of 10th avenue and West 30th street. From 10th avenue and West 30th street the tracks proceed southerly along the surface of 10th avenue to the intersection of the latter with West street, and then along West street to Canal street, and along Canal street to Hudson street, and along Hudson street to the north line of North Moore street, and to the freight house known as St. Johns Park, being the most southerly of said freight terminals, with numerous industrial sidings and connections along the last mentioned streets from said main tracks to the premises of various extensive receivers and shippers of freight.

#### "Conclusions of Law.

"Tenth. By due operation of the laws of this State the right to occupy with its railroad the streets and avenues in The City of New York, described in the ordinances hereinbefore found and in the notice from the Borough President hereinbefore found, has been transferred to and is now vested in the plaintiff in this action.

\* \* \* \* \*

"Twelfth. Neither The City of New York, in its corporate capacity, nor the Board of Estimate and Apportionment, nor the President of the Borough of Manhattan, has any legal right to interfere with the operation of the said railroad or to remove its tracks.

"Thirteenth. The plaintiff is entitled to a judgment perpetually enjoining and restraining the defendants herein, and each of them, and any, every and all persons, or persons acting or claiming, or pretending to act under them, or any of them, or by authority of them or any of them, from in any wise removing, disturbing or physically interfering with the tracks or track connections of the plaintiff extending south from Spuyten Duyvil to St. Johns Park, and to the northerly line of North Moore street, in the Borough of Manhattan, City of New York. \* \* \*

#### The Railroad Company's Right to Occupy the Streets and Avenues Along Its Right of Way.

The right of the company to its present occupation for railroad purposes in, upon and along the streets and avenues from St. Johns Park to Spuyten Duyvil, including those within the 60th street and other yards, is undoubtedly fully established by the judgment in that action.

#### The Original Right of Way Within 12th Avenue.

Twelfth avenue was shown on the so-called "Randel's Map," made pursuant to chapter 115 of the Laws of 1807. This Act provided that the map to be made by the Commissioners therein appointed should be final and conclusive upon the Mayor, etc., upon the owners of the land and upon every person whatsoever. It also provided for the taking of proceedings for the opening of streets and the vesting of title in the City for street purposes upon the completion of the assessment as therein provided. The method of opening streets laid out by the Commissioners appointed by the Act of 1807 was amplified by the Street Opening Act of 1813, which provided for the passing of title upon the confirmation of the report of the Commissioners, and also provided for a similar method of procedure for the assessment of damages and benefits where the land to be acquired was owned by the City as where the land was owned by private individuals.

Chapter 182 of the Laws of 1837 provided for the establishment of 13th avenue along the easterly shore of the Hudson River and granted to the City the land under water between the westerly bounds of said avenue and the lands theretofore granted to the City. The act also provided for the extension of cross streets to 13th avenue and the continuation and extension of 12th avenue on the map or plan made by the Commissioners appointed by the Act of 1807, from 36th street to 135th street.

At the time of the construction of the railroad 12th avenue was thus legally laid out pursuant to legislative direction, but was not legally opened northerly of 59th street.

By chapter 697 of the Laws of 1867, the Commissioners of the Central Park were given authority over the opening of streets within the territory in question, and, pursuant to said act, proceedings were taken to open 12th avenue, from 59th to 153d streets in 1869, although the street was never physically opened above 60th street, except between 129th and 135th streets.

12th avenue, as above stated, was laid out on the map or plan of the City pursuant to legislative direction, but was not legally opened at the time of the construction of the railroad, and the ordinance passed by the City in 1847 authorized the occupation of so much of 12th avenue as lay along the shore. In the proceedings for the opening of 12th avenue, from 59th street to 153d street, taken in 1869, 12th avenue followed substantially the Randel lines as far north as 111th street, from which point for some distance it departed from the Randel lines.

12th avenue, as shown in said proceedings, first strikes the easterly right of way line of the railroad at about 75th street, and, running on an angle with said right of way, includes more and more of said right of way, until, at about 78th street, it includes the entire right of way, and so continues to 82d street. From 82d street 12th avenue includes less and less of the right of way, until, at about 86th street, it includes none of the right of way. 12th avenue again strikes the right of way just south of 91st street, and includes more and more of the right of way until, at about 93d street, it includes the entire right of way. From 93d street 12th avenue includes the greater part of the right of way to 107th street, from which point it includes less and less of the right of way, until, between 110th and 111th streets, it includes none at all, and had the lines of 12th avenue, as shown on the Randel map, been retained, from that point none of the right of way would have been included in 12th avenue, but, instead of keeping to the old lines, a turn was made in 12th avenue at 111th street, which again brought a portion of the right of way within 12th avenue just south of 112th street, and 12th avenue continued to take in more and more of said right of way until at about 114th street it included the easterly half of the right of way, from which point to 120th street it included from 20 to 30 feet of the easterly portion of the right of way. 12th avenue leaves the right of way just north of 120th street, and from this point no portion of the right of way is within 12th avenue, excepting a small triangular parcel at 126th street, until 135th street is reached, when 12th avenue starts to again cross the right of way, and between 135th and 141st streets includes portions thereof, starting from nothing at the southerly line of 135th street, widening out to the entire right of way at 138th street and running to nothing again between 140th street and 141st street. Northerly of 141st street 12th avenue included no part of the right of way of the railroad company.

In the proceedings for the opening of 12th avenue awards were made to the Hudson River Railroad Company; some of these awards were and others were not nominal. The Hudson River Railroad Company does not appear to have taken any notice of these proceedings, and the awards made were never paid to or accepted by the railroad company.

After taking the proceedings for the opening of 12th avenue, nothing further was ever done by the City towards making 12th avenue a street northerly of 60th street, except between 129th and 135th streets. Excepting between 129th and 135th streets, no part thereof northerly of 60th street was ever actually physically opened, filled in, graded, regulated, paved or curbed. In short, nothing was ever done by which the portion of the right of way within 12th avenue could be differentiated from the remaining portion of the right of way.

By chapter 665 of the Laws of 1897, being the act for the extension of Riverside drive to Boulevard Lafayette, the portion of 12th avenue between 129th street and 135th street was included within the lines of said drive.

By chapter 496 of the Laws of 1885, the permanent westerly boundary of Riverside Park, between 79th and 129th streets, was made the line designated upon the map or plan of the route or roadway of the Hudson River Railroad Company, filed on or about September 2, 1847, in the office of the Register of the City and County of New York, as the easterly line or side of said route or roadway. That part of 12th avenue and all other lands between the then boundary of the park and the line established by said act were made a part of said public park or place to the same extent and effect as if the same had been laid out as a public park or place and as part of Riverside Park by the Commissioners of Central Park under chapter 697 of the Laws of 1867. The permanent westerly boundary of 12th avenue, between 79th and 129th streets was thereafter to be a line drawn parallel with and distant 75 feet westerly from the westerly line of said railroad route or roadway laid down as aforesaid, and all land between the westerly line of said railroad route or roadway and the line established by the act as the westerly boundary of said avenue was declared by said act to be a street or avenue, to be known as 12th avenue, to the same extent as if laid out by the Commissioners of Central Park under chapter 697 of the Laws of 1867. By section 2 of said act it was provided that the Corporation Counsel should take proceedings to acquire the land necessary for 12th avenue and the land necessary for said park. The act further provided that nothing therein contained should affect the rights and franchises of the New York Central and Hudson River Railroad Company.

By chapter 152 of the Laws of 1894 all that parcel of land in The City of New York bounded southerly by the southerly line of 72d street, if extended westerly; northerly by the southerly line of 129th street, if extended westerly; easterly by the westerly line of the route or roadway of the Hudson River Railroad Company, as laid down upon the map of said route or roadway, filed in the office of the Register of the City and County of New York on the 2d day of September, 1847, and westerly by the bulkhead line of the Hudson River, as laid out by the Commissioners of Central Park, established by chapter 288 of the Laws of 1868, including the lands

under water or rights therein westerly of said bulkhead line as specified, was laid out, appropriated and set apart as a part or extension of Riverside Park with the exception of two parcels set apart for public wharves for commercial and dock purposes (one of said parcels being at 79th street and the other at 96th street). That portion of chapter 496 of the Laws of 1885, which provided for a new avenue to be called 12th avenue, was thereby repealed, and the Act further provided for the commencement of condemnation proceedings to acquire the land in question on the part of the City and gave the proceedings necessary to be followed in order to so acquire the land.

By chapter 442 of the Laws of 1895, the Comptroller of The City of New York was authorized and empowered to refund to the persons, respectively, their executors, administrators or assigns, the amount paid by such persons as an assessment upon real estate situated south of 129th street in The City of New York for the opening of 12th avenue, from 59th street to 153d street, confirmed July 2, 1869.

As to whether the disconnected and irregular portions of 12th avenue, consisting of upland as originally laid out and which are within the original right of way lines of the Hudson River Railroad, between 72d street and 129th street, have or have not been legally discontinued, is not free from doubt, but that doubt should be resolved in favor of the City until it is otherwise judicially determined. The City's claim to ownership of this upland is by virtue of the proceedings of 1869. No steps beyond these proceedings have ever been taken by the City. No part of this avenue has even been opened and used as such. Such land of the railroad company as the City assumed to take has never been paid for. The opening of the avenue between these points seems to have been abandoned. The evident legislative intent has been to discontinue this portion of the avenue, and by act of the Legislature all those portions of the avenue east of the east right of way line of the railroad company were discontinued and, subsequently, by act of the Legislature, all of those portions west of the west right of way line were discontinued, leaving irregular and disconnected portions which could not, or cannot, by any possibility, be used as a street or avenue. These proceedings were apparently taken in recognition of the rights of the railroad company to maintain and operate its railroad along its route.

#### 60th Street Yard.

By grant dated May 1, 1869, the Mayor, Aldermen and Commonalty of The City of New York granted to John Paine and William T. Blodgett the land under water between original high water mark on the east, the new bulkhead line on the west, the centre line of 60th street on the south and the centre line of 61st street on the north.

By grant dated May 1, 1869, the Mayor, Aldermen and Commonalty of The City of New York granted to John Paine and William T. Blodgett the land under water between original high water mark on the east, the new bulkhead line on the west, the centre line of 61st street on the south and the centre line of 62d street on the north.

By grant dated May 1, 1869, the Mayor, Aldermen and Commonalty of The City of New York granted to John Paine and William T. Blodgett the land under water between original high water mark on the east, the new bulkhead line on the west, the centre line of 62d street on the south and the centre line of 63d street on the north.

By grant dated July 19, 1871, the Mayor, Aldermen and Commonalty of The City of New York granted to Joseph W. Duryee the land under water between high water mark on the east, 13th avenue on the west, the centre line of 64th street on the south and the centre line of 65th street on the north.

By grant dated December 20, 1852, the Mayor, Aldermen and Commonalty of The City of New York granted to Frederick Bronson and William V. Brady the land under water between high water mark on the east, 13th avenue on the west, the centre line of 65th street on the south and the centre line of 66th street on the north.

By grant dated December 20, 1852, the Mayor, Aldermen and Commonalty of The City of New York granted to John Paine and James Phalen the land under water between high water mark on the east, 13th avenue on the west, the centre line of 66th street on the south and the centre line of 67th street on the north.

By grant dated January 21, 1869, the Mayor, Aldermen and Commonalty of The City of New York granted to Edward DeWitt, executor of the last will and testament of Sarah Talman, deceased, the land under water between high water mark on the east, bulkhead line established by Act of April 2, 1868, on the west, the centre line of 67th street on the south and the centre line of 69th street on the north, also the right, title and interest of the City in and to the land under water in the North or Hudson River in front of said above described premises as far in the river as the rights of the City extend.

By grant dated May 2, 1851, the Mayor, Aldermen and Commonalty of The City of New York granted to Jonathan I. Coddington and Mary Ann Campbell the land under water between high water mark on the east, 13th avenue on the west, the centre line of 69th street on the south and the centre line of 70th street on the north.

By grant dated November 24, 1852, the Mayor, Aldermen and Commonalty granted to Jacob Harsen the land under water between high water mark on the east, 13th avenue on the west, the centre line of 70th street on the south and the centre line of 72d street on the north.

From the above grants there were reserved out of the granted premises so much as formed part of streets or avenues for the uses and purposes of public streets and avenues, and the grantee covenanted that upon requisition by the City the grantee would, at its own cost and expense, erect, according to the resolution of the City, good and sufficient bulkheads, wharves, streets or avenues which should form such parts of any street or avenue that might hereafter be designated or laid out through said premises according to law, as fall within the limits of the premises granted and are reserved from out therefrom for public streets, and would fill in the same with good and sufficient earth and regulate and pave the same and lay the sidewalks thereof.

The grantee also agreed at all times to keep said streets or avenues in repair. It was also provided that said streets or avenues should forever thereafter become and remain public streets and avenues for the free and common use and passage of the inhabitants of the City and all others passing and repassing by, through and along the same in like manner as the other public streets, avenues, bulkheads and wharves of said City now are or lawfully ought to be.

There were also included in said grants wharfage and craneage rights appurtenant to the exterior line of the City in front of the premises granted excepting such wharfage and craneage, etc., as should accrue from the westerly end of the bulkheads in front of the streets mentioned, which rights were thereby reserved to the City, with full power to collect and receive the same for their own proper use and benefit forever.

The New York Central and Hudson River Railroad Company subsequently acquired from the grantees from the City the lands under water included in said grants.

It will be noted that the reservation contained in the grants is of certain lands to be used for street purposes in like manner as the other streets of the City. These streets were to be constructed by the grantee under the grants in accordance with the resolution of the Common Council. This course was never followed. The provision with respect to keeping the streets in repair became ineffective. As the streets were never physically opened no repairs were ever necessary, and no assessment therefor was ever levied.

As between the City and its grantees, private easements were created in the grantees in the streets reserved by the grants and shown on the maps attached to the grants.

In Story vs. N. Y. El. R. R. Co. (90 N. Y., at pp. 144, 145), Danforth, J., said:

"The official survey—its filing in a public office—the conveyance by deed deferring to that survey and containing a covenant for the construction of the street and its maintenance, make as to him and the lot purchased, a dedication of it to the use for which it was constructed. The value of the lot was enhanced thereby, and it is to be presumed that the grantee paid, and the grantor received an enlarged price by reason of this added value. There was thus secured to the plaintiff the right and privilege of having the street forever kept open as such. For that purpose no special or express grant was necessary; the dedication, the sale in reference to it, the conveyance of the abutting lot with its appurtenances and the consideration paid were of themselves sufficient."

By chapter 714 of the Laws of 1887, more particularly referred to hereinafter, the public easements were extinguished. This extinguishment of the public easements did not affect the private easements (See Holloway vs. Delano, 139 N. Y., 390; Matter of Mayor, 28 App. Div., 143, affirmed 157 N. Y., 409). To extinguish the latter a proceeding is required, such as is now provided for by chapter 1006 of the Laws of 1895.

The title of the City to the portions of 60th street and the other cross streets northerly thereof to 72d street, westerly of the line mentioned in said Act of 1887, and to 12th avenue, between 60th street and 72d street, is thus subject to the easements of the railroad company as abutting owner upon said streets for all street uses.

Between 60th and 65th streets the railroad is in possession, under a lease made in 1874 for ten years, with the privilege of four renewals of ten years each, of so much of the streets and 12th avenue as are contained within the area marked "To be filled in," and in possession of such portions of the streets easterly of such area and up to the parapet wall authorized by the Act of the Legislature, chapter 714 of the Laws of 1887.

Between 65th and 72d streets the railroad is in possession of so much of said streets and avenues as are within the area shown on the map attached to the lease which was made in 1881 for ten years, with a privilege of two renewals of ten years each, and is now in possession thereof under yearly permits issued by the Commissioner of Docks since the expiration of the lease. Since the beginning of the term leased the railroad company has paid annually the rent provided for.

With regard to 72d street, it would seem the parapet wall across the same was not authorized by chapter 714, Laws of 1887.

That Act is entitled "An Act for the improvement of The City of New York between the southerly line of 60th street and the southerly line of 72d street, lying west of the easterly line of the lands now held by the New York Central and Hudson River Railroad Company."

Section 1 of said act authorized the railroad company to erect and maintain a parapet wall upon a line bounding their terminal yard on the North River, on the east, on the westerly line of 11th avenue, from the southerly line of 60th street to the southerly line of 61st street, and thence northerly on the easterly property line of the company and until it intersects the northerly line of 72d street and discontinued all the portions of the streets and 12th avenue, between the said water and the Hudson River upon the map or plan of the City and closed the same.

Section 2 contained provisions as to the method of construction of said wall and acquisition by the Railroad Company of property necessary for the foundation.

Section 3 contains provisions as to the materials of which said wall was to be constructed and provided that the same "shall be approved by the Commissioner of Public Works of said City."

It will be noticed that in the title of the Act "the southerly line of 72d street" is specified, while in section 1, the northerly line of 72d street is stated to be northern end of the wall authorized to be constructed.

The railroad company thereafter constructed the wall to the northerly side of 72d street with the approval of the Commissioner of Public Works.

With regard to the occupation of the lands within the lines of 72d street the Corporation Counsel in a communication dated May 14, 1895, advised the Commissioners of Taxes and Assessments as follows:

"In relation to the territorial extent of the improvement it is to be noted: First, that the Act in question is a local act, and may not contain in its text a subject not indicated in its title. Secondly, it is an act to promote the private interests of the railroad corporation, and in derogation of the public rights theretofore vested in the municipal corporation. It is therefore to be strictly construed.

"I am therefore of the opinion that the improvement is authorized to be extended only to the southerly line of 72d street as expressed in the title of the act, and not to the northerly line as expressed in the body of the act."

With regard to the procedure to be taken by the Board of Estimate and Apportionment, relative to the closing and occupation of 72d street by the Company, the Corporation Counsel, in a communication dated December 10, 1907, advised the Board of Estimate and Apportionment as follows:

"I am of the opinion that such action as may be requisite for the restoration to public use as a street of that portion of 72d street not included within the railroad yard, must be taken by the President of the Borough of Manhattan upon whom, by the Charter (section 383) is devolved the removal of encumbrances in the public streets of such Borough; for in respect of such occupancy, I am in entire accord with the before quoted opinion of my predecessor. There could be no objection, however, to the adoption by your Board, of a resolution expressing its views in the premises and officially directing the attention of the Borough President to the matter."

I am not advised whether any such resolution has ever been adopted by the Board but I fully agree with the conclusions above quoted as to the parapet wall.

The occupation of 72d street being disposed of, we will now proceed to take up the occupation of the streets from 60th street inclusive to 71st street inclusive, and of 12th avenue from the southerly line of 60th street to the southerly line of 72d street.

Referring to the opinion of the Law Department, rendered December 10, 1907, it appears that the former Corporation Counsel did not pass upon the question as to what property was covered by the lease of 1874 because in such opinion he stated as follows:

"(2) As to the right of the City to make a claim for past use and occupation of the discontinued and closed portions of the several streets and the effect of the statute of limitations upon such a claim.

"I am of the opinion that the City is not precluded from asserting its claim for such past use and occupation of those discontinued and closed portions of the several public streets in this railroad yard (so far as not comprised within the leases which your report mentions), but that the extent of such claim is limited by the statute of limitations to a recovery of the reasonable value of such use and occupation during a period not exceeding six years immediately preceding the beginning of the action. It is proper in this connection to observe that by the terms of the lease, dated May 1, 1880, mentioned in the report in question, there was leased by the City to the Railroad Company.

"All the lands under the waters of the North or Hudson River belonging to the said parties of the first part which are situated and lie in the City, County and State of New York and are included and contained between and within the following boundaries, viz.:"

Then follows a description of the boundaries and the Corporation Counsel continues his opinion as follows:

"It appears by reference to the map thereto annexed (particular reference being had to the fourth dimension above quoted) that the greater portion of the former beds of 68th, 69th, 70th and 71st streets, and practically all of 12th avenue, north of 65th street, are comprised within the premises demised. It follows that the territory in respect of which the City may assert its claim for compensation within the six-year period prior to the institution of appropriate action is limited to that portion of the railroad yard lying south of the southerly line of 65th street and west of the railroad wall (the course of which has hereinbefore been indicated), and north of the centre line of 60th street; including in addition the minor portions of the intersecting streets between 65th street and 72d street, which lie inshore of the (then) existing shore or 'bulkhead of the said (North) river' as set forth in the fourth course or dimension of the 1880 lease as delineated upon the map hereinbefore mentioned. The tenancy of the railroad company under this lease will terminate the 28th April, 1910."

An examination of this lease shows that it was made pursuant to a resolution of the Board of Docks, adopted April 28, 1880, for a term of ten years, with the privilege of two renewals of ten years each from May 1, 1880.

The term granted by such leases and renewals expired May 1, 1910, and not, as stated in the opinion above quoted from, April 28, 1910.

Since the termination of such lease the Commissioner of Docks has issued yearly permits to said company to occupy the premises covered by the lease, pending the determination of the terms and conditions of a new lease and the settlement of the west side situation.

In the opinion of the former Corporation Counsel, no reference is made to the terms and conditions of the lease of 1874, although a copy thereof was transmitted to the Board of Estimate and Apportionment and no consideration seems to have been given to the provisions of such lease.

This lease is dated June 22, 1874, and is for a term of ten years, with a privilege of four renewals of ten years and leased all those parcels of land under water owned by the City within the following boundaries:

"1. The southerly line of 65th street extended to the pierhead line established 1868.

2. The said pierhead line.  
 3. The centre line of 60th street extended to pierhead line.  
 4. Line of proposed bulkhead partly on bulkhead line of 1871 and partly on bulkhead line of 1868."

This last line is located a short distance westerly of 12th avenue.

The lease contained the following provisions:

"And it is further agreed by and between the parties hereto that for the purpose of enabling the said party of the second part to erect an elevating warehouse and to provide other terminal improvements, accommodations and facilities for its business, permission shall be and is hereby granted to said party of the second part to erect and build at its and their own cost and in accordance with the plan therefor, heretofore submitted by said party of the second part to and approved by the Board at the head of and governing the said Department of Docks, a good and substantial bulkhead, extending from the said southerly line of 65th street continued and extended, to the centre line of 60th street, continued and extended, and to fill in with good and sufficient earth and reclaim the land under water between the said bulkhead so to be erected and the shore line of the said Hudson or North River, between centre line of 60th street and the southerly line of 65th street. \* \* \*

Attached to this lease is a map which shows the premises leased and the premises to be filled in for the purpose of erecting an elevated warehouse and to provide other terminal improvements, accommodations and facilities for its business.

The map shows that almost the entire area within the lines of 12th avenue and portions of 60th, 61st, 62d, 63d streets and the entire area within the lines of 64th street are to be filled in and reclaimed by the railroad company and to be used and occupied by said company until such time as the City shall give directions to open such streets under the terms of the lease. The portions of these streets and the property between the blocks designated upon the said map by the words "Property to be filled in."

It seems to me, therefore, that the opinion of December 10, 1907, in so far as it states that the territory in respect to which the City may assert a claim for compensation must be limited to that portion of the railroad yard lying south of the southerly line of 65th street and north of the centre line of 60th street, must be modified to the extent of excluding from such territory such portions of 60th, 61st, 62d, 63d and 64th streets and 12th avenue as lie within the premises designated upon the map attached to the lease of 1874, by the words "Property to be filled in."

Any claim the City may make south of 65th street must, therefore, be limited to the portions of 60th, 61st, 62d, 63d and 64th streets and 12th avenue, which lie inshore of the property marked "Property to be filled in," extending up to the wall erected by the railroad company.

The act in question was passed after the railroad company had acquired all the private interests in property fronting upon such streets and such company is the only party who could have claimed damages as abutting owner for the closing of such streets and avenues in case the City closed them.

Prior to the approval of this act by the Governor the Mayor suggested to the officials of the railroad company certain respects in which the bill should have been amended.

The company deemed such amendments just and proper and incorporated them in an agreement, executed by the President of the Company on the 21st day of June, 1887, in which it covenanted that if said bill shall be approved by the Governor it would stand to, abide by and perform such conditions the same as if the act had been amended prior to its passage and further agreed to co-operate with the City authorities in obtaining the passage of an act amending said act so as to give power to the City to open the streets declared to be closed by the act.

Such agreement was approved as to form by Hon. E. Henry Lacombe, then Counsel to the Corporation.

The said act was thereafter approved by the Governor.

All of the conditions contained in said agreement, except two, have been complied with by the Company.

These two are as follows:

"Third—That said railroad company should make fair and just compensation to the City of New York for any lands within the limits of the streets or avenues declared to be closed, the title to which lands has already been acquired by said City and the owners paid therefor, by paying to the City the several amounts paid or deposited to the credit of said owners respectively, with interest thereon, from the respective dates of such payments or deposits.

\* \* \* \* \*

"And, whereas, the Mayor is also of the opinion that the said Act, if it shall become a law, should be as soon as possible amended so as to give power to the Board of Street Openings and Improvements to, in their discretion, open the streets, or any of them, by said Act declared to be closed, and also that portion of 12th avenue declared to be closed and without compensation to the railroad company for the land taken for such opening or openings said railroad company further undertakes to co-operate with the authorities of The City of New York in obtaining at the next session of the Legislature the passage of an amendment to said Act to the effect stated and its approval by the Governor."

With regard to the latter of the above two conditions I have been unable to ascertain whether any legislation such as is referred to was requested by the City authorities, so as to enable the said company to comply with such condition, but as a matter of fact no such legislation has been had up to the present time.

With regard to the former of the above two conditions it seems to me that the Mayor was without authority to make any such condition.

The power to alienate city real estate not required for public purposes was vested in the Commissioners of the Sinking Fund, and I have been unable to find any authorization by the Commissioners of the Sinking Fund for the acceptance of this agreement.

The streets between 59th and 72d streets and 12th avenue, between such streets, were opened prior to the year 1870, and in most cases for the lands within the lines thereof west of the parapet wall and within the lines of 12th avenue awards were made in the sum of \$1 to "unknown owners," and such awards have never been paid.

In some cases the streets were opened only to high water mark, and in others out to the bulkhead line.

The line of original high water was practically coincident with the west line of the right of way of the railroad.

The City never having paid the awards, the company could not make fair and just compensation to the City by paying the several amounts paid or deposited to the credit of said owners.

Under this agreement and the Act of 1887, the railroad company entered into possession of the portions of the streets not covered by the leases hereinbefore referred to and has been in possession ever since.

It also constructed the parapet wall authorized by the act in conformity with the conditions contained in the agreement in question.

The municipal authorities at the time must have assumed that such act was constitutional and that the agreement in question constituted a license to said company to occupy the streets in question without the payment of rent.

It may be, however, that such act is unconstitutional, for the reason that it impairs the obligation of contracts.

The title to the lands under water at this locality was originally vested in the City.

The City at various times executed water grants to the upland owners.

In all these grants these streets and 12th avenue were excepted from the premises granted, and the Courts have held that the title to the land within the streets and avenues remained in the City.

The grantees also covenant "to make" within three months after notice so to do, the streets and avenues in question, the same to forever remain public streets.

The railroad company either by purchase or by the exercise of eminent domain, acquired title to the property between 59th and 72d streets.

It even attempted to acquire title to the lands within the lines of the streets and avenues, but was not permitted so to do.

In re New York Central and Hudson River Railroad Company, 77 N. Y., 248, to acquire title to the lands under water between 65th and 72d streets west of its right of way, Miller, J., said:

"The petitioners do not seek in this application nor could they acquire title to land forming part of the streets and avenues in question, for the reason that they belong to the City, for the benefit of the public at large and cannot be condemned."

Furthermore the covenants in the grants relating to streets and avenues was

a part of the consideration, because the grant of wharfage to the grantee along the exterior line is dependent upon the performance thereof.

In the same case Judge Miller further said, page

"So far as the rights of owners of land adjacent to the streets and avenues are concerned, they have no direct interest in the question which arises in reference to the same, for the grants under which they hold the land under water expressly declare that they shall forever thereafter continue and remain public streets and avenues. The petitioners can only acquire the rights of the owners of the premises under the grants to them; and such acquisition would be subject to all the covenants, conditions and provisos which are stated and recited in the grant and which constitute a material and important part of the same."

The railroad company in its leases from the City covenanted as to these streets as follows:

"And the said party of the second part, for itself, its successors and assigns further covenants and agrees that any and all streets and avenues laid down on the map of The City of New York and constructed under the hereinbefore contained permission to fill in and reclaim, shall and will be open as public highways whenever the party of the second part, its successors or assigns shall be directed so to do by the said parties of the first part, or the proper officer or officers, department or departments, of the said City of New York, free and clear of and from all claims and charges of every kind and description whatsoever against the said parties of the first part, its successors and assigns for cost of improvements thereon or damage thereto or otherwise."

So we have contracts in which the original grantees covenanted to make the streets; the railroad company acquired title to the premises subject to such covenants; the railroad company in its leases agreed to comply with such covenants and make such streets when directed so to do.

The act of the Legislature, if constitutional, by declaring such streets and 12th avenue closed and discontinued on the map or plan of the City would render nugatory both the covenants in the original grants and in the leases.

If this question had arisen within a short time after the passage of this act, I would have no hesitancy in deciding and advising you that the act in question was unconstitutional.

But twenty-six years since the passage of the act in question have passed and all the parties interested have evidently acted upon the presumption that it was constitutional, the City taking no steps for over twenty years to enforce its rights the railroad assuming it had a right to take possession, under the agreement and act referred to.

It may well be that the courts would under the circumstances hesitate to enforce any rights the City may have originally had.

#### Lands Under Water.

The City's claim of title to the lands under water within the right of way occupied by the Railroad Company was raised in the case of New York Central & Hudson River Railroad Company vs. City, *supra*, but was not passed upon by the Court.

The testimony in that case of the City's witness, John G. Van Horne, regarding the extent of the land under water occupied by the tracks of the Company, is as follows:

"I am familiar with the New York Central and Hudson River Railroad Company's present right of way from 72d street north to Spuyten Duyvil. I have plotted the various tracks of land reaching out towards that right of way in the course of my business, and I have examined the route and location map filed by the Hudson River Railroad Company. I have before me a white print of that map, and that map shows that at various points running along the shore the railroad leaves the upland and goes out upon what was formerly land under water. I have computed the length of the right of way as exhibited on the railroad company's route map in which it runs wholly or partly on land under water from 135th street to Spuyten Duyvil; and from 135th street to Spuyten Duyvil, measured on the centre line of the right of way as laid down on said map, the tract of land under water in the aggregate is 10,378 feet in length; I have deducted, in arriving at that result, certain of the lands comprised in various water grants along that shore, so that is the net length, excluding also water grants; and from 135th street to Spuyten Duyvil, allowing for the fact that at some points there was only one track, and in some of the places two tracks on the land under water, and also allowing, for the purpose of the question, that the total width of the right of way is 66 feet, the area is 780,000 square feet; below 135th street and proceeding in a southerly direction towards 72d street, the length of the land under water measured on the centre line is 10,378 feet, and the area is 684,937 feet; and the total of both is 1,464,337 square feet; reduced to acres that amounts to 36,267 acres, and the total length in miles of land under water is 4.09 miles. I made a physical inspection of this right of way within the last week and judging from that inspection and from my experience as an engineer, I find that the route map and location map are substantially identical with the right of way as now used by the railroad.

"The lower limit of my calculation was about 75th street, where the first parcel occurs; there is nothing south of that except what is on upland, approximately 75th street, and this calculation takes into account all of the grants of land under water which the railroad or any riparian owner obtained; I have deducted them; these are the grants that have been offered in evidence;

"Wherever the tracks did run along the shore of the Hudson River the right of way 66 feet in width was filled out; in some cases the width varies, most of it is four tracks and some of it is three and then there are places where there are five or six tracks. In computing this area I took it out to the westerly line of the 66-foot strip only; I have known this railroad, which I have just examined recently, and as it now exists, during all the time that I have been an engineer, for thirty years, anyway, it has been existing in the same location and has been occupied in substantially the same way that it now is in general.

\* \* \* \* \*

"I have verified the computations which I gave in my former testimony and I find a slight difference of one-tenth of a mile in the linear extent of the land under water, and a small difference in square feet; the correct amount of the whole distance above 135th street in linear extent is 2.26 miles, and below 135th street, 1.93 miles of the land under water on the centre line, deducting water grants."

Summarizing his testimony in this regard he filed the following statement:

"36,317 acres, total area; land under water included in right of way as shown upon H. R. R. R. filed map; total area, 1,581,968 square feet; below 135th street, 15,774 acres, 687,115 square feet, 1.97 miles; above 135th street, 20,543 acres, 894,833 square feet, 2.57 miles.

"From the above deduct water grants:

	Square Feet.	Miles.
Below 135th street.....	687,115	
"Water grants .....	16,200	1.93
	670,915	
"Above 135th street.....	894,833	
"Water grants .....	105,890	
	788,963	
"Length 7.2 miles.....		2.26
"Total .....		4.19

"I have used another means of verifying these figures, apart from computation on the basis of the occupation of the railroad, namely, the Dock Department records."

By the ancient charters of The City of New York and the grants of land under water, made by the people of the State of New York, The City of New York became vested with the title to the lands under water of the North River, as trustee of the public domain in the interests of commerce and of the State, outwardly from high water mark, and extending from about 30th street to Spuyten Duyvil, as follows:

"1,000 feet west of east line of 12th avenue, from the intersection of 12th and 13th avenues at about 29th street to 151st street, 1,000 feet west of bulkhead line 1857, from 151st street to centre line of block between 215th and 216th streets; thence in a convex curve to a point on the Hudson River R. R. Bridge crossing Spuyten Duyvil Creek 100 feet north of the pierhead line of 1857."

See—Dongan, Charter, 1686. Confirming Act, 1691. Montgomerie, Charter, 1732. Chapter 584, Laws 1732. Letters Patent from the State, December 26, 1807. Letters Patent from the State, March 25, 1826.

Chapter 182, Laws of 1837.

Letters Patent from the State, September 28, 1871.

Matter of Riverside Park, 182 N. Y., 361, 366.

Mayor v. Hart, 95 N. Y., 443.

Langdon v. Mayor, 93 N. Y., 129.

At the time the consent of the City was granted (May 6, 1847) to the Hudson River Railroad Company to lay its tracks from Spuyten Duyvil to St. Johns Park, the Common Council of The City of New York and the Commissioners of the Sinking Fund of The City of New York were trustees of the corporation of The City of New York vested with the respective powers and charged with the respective duties severally devolved upon them by law as such trustees of such corporation, The City of New York; and by chapter 225, Laws of 1845, the provisions of the ordinance approved by the Mayor February 22, 1844, "Providing for the Redemption of the City Debt and the Payment of the Interest Thereon" then became and still was in full force and effect and binding upon the Common Council of The City of New York and upon the corporation of The City of New York.

By chapter 225, Laws of 1845, and in and by the provisions of the ordinance approved February 22, 1844, the Common Council were deprived of any power to make grants of lands under water, and the sole power to make grants of lands under water was conferred upon the Commissioners of the Sinking Fund.

The ordinance adopted by the Common Council and approved by the Mayor May 6, 1847, did not confer upon the Hudson River Railroad Company any rights beyond a license to occupy such lands under water as might necessarily be occupied under the permission or assent to the location comprised in such ordinance.

N. Y. C. & H. R. R. Co. vs. Aldridge, 135 N. Y., 183.

Such location of its line, course or way, on lands under water southerly of the low water mark on the northerly side of Spuyten Duyvil Creek and winding along the shore was, so far as such location was authorized by the act, chapter 216 of the Laws of 1846, no more than an occupation under a license for railroad purposes.

The location of its line, course or way on lands under water southerly of the low water mark on the northerly side of Spuyten Duyvil Creek could not and did not initiate a possession thereof in the railroad company adverse to the City.

The certificate, inscriptions and designations comprised in the location map of the Hudson River Railroad Company filed September 2, 1847, were insufficient to initiate any claim or right of occupation of the lands under water thereon delineated as comprised within its line, course or way adversely to The City of New York.

Lewis vs. N. Y. and Harlem R. R. Company, 162 N. Y., 202.

Under this license the railroad company located its route, built its railroad and operates it at the present time.

As we have seen by the findings of the court and the judgment rendered thereon the railroad is legally in possession of its right of way and is entitled to the use and occupation thereof during its corporate existence or for five hundred years.

The railroad company obtained from the owners of uplands deeds of the lands within its right of way and where such right of way was located over lands under water or partly as located, obtained deeds from the upland owners purporting to convey so much of the lands under water as were required.

The railroad company claims to have entered into possession of the lands under

*List of Water Grants to Accompany Letter to Board of Estimate and Apportionment and Hudson River Railroad Company.*

*Location Index, Hudson River.*

water within the lines of its right of way under these written instruments, and by reason of its occupation for over sixty years it claims to have obtained a title by adverse possession. It admits, however, that it could not have built its road without the consent and assent contained in the ordinance of 1847. The railroad having entered into possession under the license from the City, in my opinion, cannot and has not acquired any title to such lands by adverse possession as against the City.

Since the construction of the railroad the City has, by grants to the adjacent upland owners, alienated its title to the lands under water at various localities between 59th street and Spuyten Duyvil Creek. The title thus obtained has, in my judgment, by virtue of the deeds from the upland owners to the railroad company, inured to its benefit and is vested in said company. A list of such grants is herewith transmitted.

My conclusions may be stated as follows:

I. By the decision of the Court of Appeals in New York Central and Hudson River Railroad Company vs. The City of New York, 202 N. Y., 212, the right of the New York Central and Hudson River Railroad Company to operate its railroad under the consent originally granted by the City along the streets and avenues occupied by its tracks during its corporate existence was recognized, confirmed and ratified. Such right cannot now be questioned by the City.

II. The City owns the fee of 12th avenue in trust for street purposes, subject to the use by the company for railroad purposes of so much thereof as lies within its right of way.

III. I believe chapter 714, Laws of 1887, giving the railroad company the right to build a parapet wall from 60th to 72d streets, would have been declared unconstitutional by the Courts if the City had been diligent to assert such claim. The lapse of twenty-six years, the acceptance of and reliance upon the law as valid by the railroad and the City raises a doubt in my mind. As it stands, therefore, it must be recognized. The Legislature, in its wisdom, closed the streets on 12th avenue between 60th and 72d streets and struck them from the City map. The City, therefore, has no power to compel the making of these streets as against this Act. Lands within the lines of these former streets are, therefore, no longer devoted to public use. Title is held by the City in the same way as title would be held by a private individual. The only way to retain the street use would be by having the Act declared unconstitutional.

It must not be overlooked, however, that if the agreement entered into between the City and the company regarding the proposed closing of these streets should be lived up to, the company would get title by reimbursement to the City of little over five hundred dollars, whereas it now proposes to pay about \$3,000,000, as appears by schedules attached to your report. The agreement, it appears, was only signed by the Mayor and was never authorized by the Sinking Fund Commissioners.

IV. Where not granted by the City to the upland owner, the record title to the lands formerly under water within the company's right of way under the ancient charters and letters patent from the State is vested in The City of New York, subject to the use thereof by the railroad company during its corporate existence for railroad purposes.

Where granted by the City to the upland owner, the title is vested either in such upland owner or his successors in interest, subject to the use by the railroad company during its corporate existence for railroad purposes or in the railroad company by reason of the deeds from the upland owners.

The company entered into the occupation of such lands under a license from the City and it has not acquired any title as against the City by adverse possession.

Respectfully yours, LOUIS H. HAHLO, Acting Corporation Counsel.

Date.	Name.	Where Recorded.	Between What Streets Located.				
			Book.	Page.	North.	South.	East.
Between West 58th and West 60th Streets—							
Mar. 3, 1869 Carrigan, Andrew		1 474	West 59th.....	West 58th.....	High water.....	Pier line.	
Sept. 4, 1852 Carrigan, Andrew		1 11	West 59th.....	West 58th.....	High water.....	Exterior line (covers the grant to Weyland).	
Sept. 4, 1852 Ward, Lebbins B.		1 16	West 60th.....	West 59th.....	High water.....	Exterior line (covers the grant to Weyland).	
Between West 60th and West 61st Streets—							
May 1, 1869 Paine, John, and Blodgett, William T.		1 490	West 61st.....	West 60th.....	High water.....	Bulkhead line.	
Between West 61st and West 62d Streets—							
May 1, 1869 Paine, John, and Blodgett, William T.		1 494	West 62d.....	West 61st.....	High water.....	Bulkhead line.	
Between West 62d and West 63d Streets—							
May 1, 1869 Wetmore, William C.		1 486	West 63d.....	West 62d.....	High water.....	Bulkhead line.	
May 1, 1869 Paine, John, and Blodgett, William T.		1 498	West 63d.....	West 62d.....	High water.....	Bulkhead line.	
Between West 63d and West 64th Streets—							
Dec. 20, 1852 Paine, John, and Phalen, James		1 112	West 64th.....	West 63d.....	High water.....	Exterior line.	
May 18, 1868 Paine, John		1 440	West 64th.....	West 63d.....	On account of doubts, etc., above grant transferred to John Paine.		
Between West 64th and West 65th Streets—							
July 19, 1871 Duryer, Joseph W.		1 604	West 65th.....	West 64th.....	High water.....	Bulkhead line.	
Between West 65th and West 66th Streets—							
Dec. 20, 1852 Bronson, Frederick, and Brady, William V.		1 83	West 66th.....	West 65th.....	High water.....	Exterior line.	
Between West 66th and West 67th Streets—							
Dec. 20, 1852 Paine, John, and Phalen, James		1 112	West 67th.....	West 66th.....	High water.....	Exterior line.	
May 18, 1868 Tilden, William; Blodgett, William T., and Blodgett, Daniel C.		1 443	West 67th.....	West 66th.....	On account of doubts, etc., above grant transferred and confirmed to parties here named.		
Between West 67th and West 69th Streets—							
Jan. 21, 1869 Tallman, Sarah, executors of, vs. Edw. Debbitte .. Edward De Witt, executors of Sarah Tallman ..		1 469	West 69th.....	West 67th.....	High water.....	Bulkhead line.	
K 64							
Between West 69th and West 70th Streets—							
May 2, 1857 Coddington, Jonathan J., and Campbell, Mary Ann		H 553	West 70th.....	West 69th.....	High water.....	Exterior line.	
Between West 70th and West 72d Streets—							
Nov. 24, 1852 Harson, Jacob		1 27	West 72d.....	West 70th.....	High water.....	Exterior line.	
Oct. 20, 1804 Harson, Jacob		E 177	West 72d.....	West 71st.....	High water.....	Low water. (This grant is included in that of November 24, 1852, above given.)	
Between West 72d and West 73d Streets—							
June 21, 1852 Ray, Mary R., Livingston, Julia A., heirs of James Boggs		H 619	West 73d.....	West 72d.....	High water.....	Exterior line.	
Between West 73d and West 74th Streets—							
June 21, 1852 Ray, Mary R., Livingston, Julia A., heirs of James Boggs		H 619	64 ft. 9 in. n. of 73d	West 73d.....	High water.....	Exterior line.	
Between West 80th and West 81st Streets—							
Dec. 20, 1852 Paine, John		1 108	West 81st.....	West 80th.....	High water.....	Exterior line.	
Between West 82d and West 83d Streets—							
Dec. 29, 1853 Perego, Ira, and Frances E., his wife		1 200	West 83d.....	West 82d.....	High water.....	Exterior line.	
Between West 84th and West 85th Streets—							
June 25, 1852 Browning, William		1 1	West 85th.....	West 84th.....	High water.....	Exterior line.	
Between West 85th and West 87th Streets—							
Apr. 23, 1852 Conklin, Henry		H 603	West 87th.....	West 85th.....	High water.....	Exterior line.	
Between West 89th and West 92d Streets—							
Dec. 20, 1852 Paine, William H.		1 104	100 ft. n. of 91st...	West 89th.....	High water.....	Exterior line.	
Between West 93d and West 96th Streets—							
Oct. 23, 1852 Mott, Valentine		1 176	West 96th.....	55 ft. 7 in. s. of 94th	High water.....	Exterior line.	
Between West 96th and West 97th Streets—							
Dec. 27, 1865 Amory, Peter B.		1 537	West 97th.....	West 96th.....	High water.....	Bulkhead line.	
Between West 97th and West 98th Streets—							
May 15, 1871 Godwin, Joseph H., and Peck, George H.		1 591	West 98th.....	West 97th.....	High water.....	Bulkhead line.	
Between West 99th and West 101st Streets—							
June 25, 1852 Furniss, William P.		1 63	West 101st.....	West 99th.....	High water.....	Exterior line.	
Between West 102d and West 105th Streets—							
June 25, 1852 Furniss, William P.		1 63	West 104th.....	West 102d.....	High water.....	Exterior line.	
Dec. 13, 1852 Moffat, W. B.		1 67	West 104th.....	West 102d.....	High water.....	Exterior line.	
Between West 105th and West 108th Streets—							
Dec. 13, 1852 Moffat, W. B.		1 67	West 108th.....	West 105th.....	High water.....	Exterior line.	
Feb. 16, 1853 Moffat, W. B.		1 170	West 108th.....	West 107th.....	High water.....	Exterior line.	
Between West 119th and West 120th Streets—							
Dec. 10, 1852 White, Eli		1 143	West 120th.....	West 119th.....	High water.....	Exterior line.	

Date.	Name.	Where Recorded.		Between What Streets Located.			
		Book.	Page.	North.	South.	East.	West.
- Between West 129th and West 130th Streets—							
Nov. 14, 1808	Buckley, Thomas	E	512	West 130th.....	West 129th.....	High water.....	Low water.
Nov. 14, 1808	Schiffelin, Jacob	E	516	West 130th.....	West 129th.....	High water.....	Low water.
Between West 130th and West 133d Streets—							
Nov. 14, 1808	Schiffelin, Jacob	E	516	West 131st.....	West 130th.....	High water.....	Low water.
Nov. 14, 1808	Lawrence, John B.	E	521	West 133d.....	West 131st.....	High water.....	Low water.
Nov. 14, 1808	Byrd, Joseph	E	525	West 131st.....	West 130th.....	High water.....	Low water.
June 5, 1850	Hudson River Railroad Company	H	576	Relative to above grants.			
Feb. 24, 1891	Deering, May, and James Rogers	K	132	132d.....	131st.....	High water.....	12th ave.
June 1, 1893	Lawrence, George N., and others	K	138	West 131st.....	West 130th.....	High water mark.	12th ave.
June 30, 1896	Joseph H. Godwin	K	149	West 131st.....	West 130th.....	High water.....	12th ave.
Between West 133d and West 135th Streets—							
Mar. 1, 1852	Lawrence, Cornelius W.	H	593	West 135th.....	West 133d.....	High water.....	Exterior line.
Between West 136th and West 137th Streets—							
Dec. 4, 1804	Schiffelin, Jacob	E	221	West 137th.....	West 136th.....	High water.....	Low water, Nov.
Dec. 30, 1852	Devlin, Daniel	I	148	West 137th.....	West 136th.....	High water.....	300 feet west of 12th ave.
Between West 137th and West 140th Streets—							
Dec. 30, 1852	Devlin, Daniel	I	148	West 140th.....	West 137th.....	High water.....	300 feet west of 12th ave.
Between West 140th and West 141st Streets—							
Apr. 16, 1860	Hoguet, Henry L.	I	278	West 141st.....	West 140th.....	High water.....	Bulkhead line.
Between West 141st and West 145th Streets—							
Dec. 4, 1804	Schiffelin, Jacob	E	217	West 143d.....	West 142d.....	High water.....	Low water.
Dec. 30, 1852	Hamilton Mining and Manufacturing Company; Carman, Richd. F., president	I	157	West 145th.....	West 141st.....	High water.....	300 feet west of 12th ave.
Between West 145th and West 146th Streets—							
July 18, 1890	Manhattan Iron Works Co.	K	124	146th.....	145th.....	H. R. Railroad....	12th ave.
Between West 151st and West 153d Streets—							
Dec. 30, 1852	Carman, Richard F.	I	153	West 153d.....	West 151st.....	High water.....	450 feet west of 12th ave.
Between West 205th and West 206th Streets—							
May 31, 1870	Hinchman, Julia B.	I	519	West 206th.....	West 205th.....	High water.....	Bulkhead line.
Between West 207th and West 208th Streets—							
June 8, 1869	Connolly, Maria S.	I	482	West 208th.....	West 207th.....	High water.....	Har. Com. Line.

Mr. Charles L. Craig, representing the West End Association, and Mr. Julius Henry Cohen, representing the Citizens' Union and the Riverside Branch of the Woman's Municipal League, appeared and stated that the opinion of the Corporation Counsel did not appear to fully answer the questions raised by them, and requested that the hearing be adjourned to enable them to examine the opinion more carefully.

The President of the Borough of Manhattan stated that, on account of the fact that the opinion of the Corporation Counsel had only just been received, he was in favor of an adjournment at this time and that, at the meeting of the Board to be held on Thursday, June 26, 1913, he would move that the entire matter be re-committed to the Committee on Terminal Improvements for further hearings.

The Comptroller requested Mr. Craig and Mr. Cohen to submit to the Committee

the questions they wished to raise and stated that the Committee would submit such questions to the Corporation Counsel for an opinion.

The President of the Borough of Manhattan suggested that the parties and organizations interested have their appearance noted in order that they may be notified of any hearing on this matter to be held by the Committee. Which was done.

The President of the Borough of Manhattan stated, relative to the character of the proposed improvement at Fort Washington Park, that it had never been the intention of the Committee to permit an open cut at this point, but rather that the tracks should be carried under the hill in tunnel.

On motion, the Board adjourned to meet Thursday, June 26, 1913, at 10.30 o'clock a. m.

JOSEPH HAAG, Secretary.

## DEPARTMENT OF FINANCE.

### WARRANTS MADE READY FOR PAYMENT IN DEPARTMENT OF FINANCE

THURSDAY, JULY 3, 1913.

Below is a statement of warrants made ready for payment on the above date showing therein the Department of Finance voucher number, the date or dates of the invoices or bills, the date the voucher was filed in the Department of Finance, the name of the payee and the amount of the claim.

Where two or more bills are embraced in the warrant, the dates of the earliest and latest are given.

All of the warrants mentioned are forwarded through the mail unless some reason exists why payment is to be made in person, in which event written notice will be promptly given to the claimant.

In making a written or verbal inquiry at this office as to any of the below mentioned warrants, it is requested that reference be made by the Department of Finance voucher number.

WM. A. PRENDERGAST, Comptroller.

Finance Voucher No.	Invoice Dates.	Received in Department of Finance.	Name of Payee.	Amount.	Received in Department of Finance.	Name of Payee.	Amount.					
Board of Aldermen.												
70719	5-13-13	6- 5-13	R. Foster Walton	\$6 00	81760	5-24-13	6-11-13	William Bratter & Co. ....	87 70			
Armory Board.												
76751	3- 4-13	6-18-13	Agent and Warden of Auburn Prison....	\$4 50	81761	5- 6-13	5- 31-13	M. B. Brown Printing & Binding Co....	420 90			
76763	4-18-13.	4-24-13	A. Pearson's Sons	75 00	81762	6- 2-13	6-11-13	The J. W. Pratt Co. ....	28 00			
Bellevue and Allied Hospitals.												
79794	6- 6-13	6-24-13	Standard Oil Co. ....	\$36 81	81763	6-20-13	6-28-13	The Brooklyn Daily Eagle....	24 75			
79802	4-30-13	6-24-13	Wells & Newton Co. ....	33 35	81764	5-28-13	6-28-13	J. J. Little & Ives Co. ....	10 50			
79808	4-19-13.	5-17-13	The Storage Battery Supply Co	2 25	81765	5-28-13	6-28-13	The Brooklyn Daily Eagle....	28 00			
79810	3-11-13	6-24-13	Nason Manufacturing Co. ....	31	81766	6- 4-13	6-28-13	William Bratter & Co. ....	4 50			
79823	12-20-12	6-24-13	Herman Weiss	12 00	81767	6- 9-13	6-28-13	Clarence S. Nathan ....	17 90			
Department of Bridges.												
76953	4-30-13	6-18-13	Municipal Garage	\$140 58	81768	5- 8-13	6-28-13	P. J. Collison & Co. ....	13 13			
76956	4-30-13	6-18-13	Municipal Garage	52 96	81769	4-30-13.	5- 15-13	The W. Pratt Co. ....	35 63			
76958	6- 3-13	6-18-13	Johnson Brothers	136 34	81770	3-26-13	6-28-13	Henry Bainbridge & Co. ....	9 20			
76964	6- 6-13	6-18-13	American Mason Safety Tread Co.	137 90	81771	5-14-13	6-28-13	William Bratter & Co. ....	94 00			
76965	4-30-13	6-18-13	Municipal Garage	49 00	81772	5-20-13	6-28-13	William Bratter & Co. ....	34 80			
76966	5-31-13	6-18-13	Municipal Garage	55 00	81773	6- 5-13	6-28-13	M. B. Brown Printing and Binding Co. ....	77 50			
76967	5-31-13	6-18-13	Municipal Garage	32 58	Civil Service Commission.							
77118	5-27-13	6-19-13	Bishop Gutta-Percha Co.	52 70	79096	5-28-13	6-23-13	New York Telephone Co. ....	\$12 94			
Board of City Record.												
79409	6- 2-13	6-24-13	Washington H. Hettler	\$7 50	79097	5-28-13	6-23-13	The Emil Griener Co. ....	10 49			
79418	6- 2-13	6-24-13	United Electric Service Co.	72 40	79100	6-11-13	6-23-13	John P. Weldon ....	24 64			
80149	5-31-13	6-26-13	New York Telephone Co.	71 24	79101	6- 7-13	6-23-13	Engels Express Co. ....	3 00			
81473	6-17-13	6-27-13	Henry Bainbridge & Co.	175 00	79102	6- 4-13	6-23-13	Keuffel & Esser Co. ....	5 20			
81469	5-16-13.	6-10-13	M. B. Brown Printing & Binding Co.	1,695 45	79103	6- 7-13	6-23-13	Annin & Co. ....	1 51			
81469	5-20-13.	6-10-13	M. B. Brown Printing & Binding Co.	534 41	79104	6- 5-13	6-23-13	Thos. G. Medinger ....	8 50			
81470	6- 4-13	6-27-13	The O'Connell Press, Inc.	494 36	79105	6- 5-13	6-23-13	John Bliss & Co. ....	1 50			
81471	5-20-13.	6-18-13	M. B. Brown Printing & Binding Co.									

Finance Voucher No.	Invoice Dates.	Received in Depart- ment of Finance.	Name of Payee.	Amount.	Finance Voucher No.	Invoice Dates.	Received in Depart- ment of Finance.	Name of Payee.	Amount.					
80503	5-16-13	6-26-13	Maitland, Armstrong & Co.	18 60	78520	5-13-13	6-21-13	American Book Co.	33 68					
80504	4-29-13.	5-28-13	Consolidated Gas Co. of New York	3 31	78542		6-21-13	The Baker & Taylor Co.	1 11					
Municipal Courts.														
79010	6-9-13.	6-10-13	The Macey-Dohme Co.	\$127 20	78553	5-7-13	6-21-13	A. G. Spalding & Bros.	5 00					
79013	6-13-13	6-23-13	Abraham & Straus	155 80	78818		6-29-13	The Simes Co., Assignee of Anderson						
79014	5-13-13	6-23-13	John Byrne	18 00				Martin Electric Co., Inc.	1,542 50					
79429		6-24-13	John H. Servis, Clerk	12 50	78818	6-29-13	Anderson Martin Electric Co., Inc.	847 00						
80521		6-26-13	John Henigin, Jr.	13 65	80593	2-28-13. 5-31-13	6-26-13	The Tabulating Machine Co.	333 13					
81893		6-28-13	Stephen Collins	4 00	Board of Estimate and Apportionment.									
81894		6-28-13	Charles Kerner	3 66	77915	5-15-13	6-20-13	J. F. Dour	\$3 25					
81895		6-28-13	William R. Devine	1 20	77918	5-21-13	6-20-13	J. F. Dour	35 00					
Court of General Sessions														
77201	5-27-13	6-19-13	Multipost Company	\$25 00	78434	6-2-13	6-20-13	Roger Williams	5 63					
79631	5-31-13	6-24-13	Berkshire Springs Co.	22 50	78438	6-12-13	6-20-13	James G. Biddle	47 50					
79652	6-11-13	6-24-13	L. P. Faccini & Co.	18 00	78439	6-10-13	6-20-13	Eimer & Amend	61 95					
79653	6-2-13	6-24-13	The Banks Law Pub. Co.	23 30	Examining Board of Plumbers.									
79654		6-24-13	J. Newton Fiero	20 80	80819	5-22-13	6-26-13	American Blue Print Co., Inc.	\$20 00					
79656		6-24-13	Storey & Doane	55 50	80820	6-5-13	6-26-13	L. C. Smith & Bros. Typewriter Co.	3 00					
District Attorney, New York County.														
79322	6-17-13	6-24-13	Globe Wernicke Co.	81 00	80821	5-6-13	6-26-13	L. C. Smith & Bros. Typewriter Co.	75					
79324	6-7-13. 6-14-13	6-24-13	Benj. H. Tyrrell	307 86	80822	6-10-13	6-26-13	T. V. Kraft & Co.	3 00					
Department of Docks and Ferries.														
76001	5-28-13	6-17-13	Remington Typewriter Co.	31 00	80825	5-31-13	6-26-13	Frank L. Stevens	1 50					
79340	5-31-13	6-24-13	New York Telephone Co.	43 47	Department of Finance.									
79341	5-31-13	6-24-13	New York Telephone Co.	11 55	78093	4-28-13	6-20-13	The Tabulating Machine Co.	\$7 12					
Department of Education.														
784	4-18-13. 5-6-13	6-10-13	Educational Pub. Co.	272 98	79481	5-31-13	6-24-13	Schildwachter Ice Co.	3 60					
72521		6-10-13	Wm. H. Maxwell	10 00	79482	6- -13	6-26-13	The Diamond Towel Supply Co.	2 75					
75016	4-18-13	6-16-13	A. G. Spalding & Bros.	8 05	79483	6-18-13	6-24-13	Henry Bainbridge & Co.	5 40					
75021	4-18-13	6-16-13	A. G. Spalding & Bros.	8 00	79485	6-18-13	6-24-13	Keuffel & Esser Co.	10 93					
75028	4-7-13. 4-16-13	6-16-13	Bloomingdale Bros.	31 06	79488	6-18-13	6-24-13	C. W. Jean Co.	9 00					
75040	4-16-13	6-16-13	Bloomingdale Bros.	12 83	79491	6-18-13	6-24-13	General Electric Inspection Co.	5 40					
74044	3-17-13	6-12-13	H. Tasoff	297 00	79503	5-24-13.	6-24-13	Irving Pitt Mfg. Co.	9 75					
75045	4-21-13	6-16-13	Albert S. Smith	723 00	79505	6-1-13	6-24-13	Kanouse Mountain Water Co.	5 10					
75807		6-17-13	Joseph M. Flaherty	57 60	79506	5-31-13	6-24-13	Sanitary Specialty Co., Inc.	7 50					
75809	3-31-13. 4-30-13	6-17-13	Joseph M. Flaherty	31 00	79836		6-25-13	159th Regiment N. Y. Veteran Association, John Day, as Treasurer	100 00					
75884	5-2-13	6-17-13	Underwood Typewriter Co.	2 80	78106	6-10-13	6-20-13	Putnam & Co.	40 00					
76285	4-29-13	6-18-13	World Book Co.	384 96	80460		6-26-13	Andrew J. Corsa	95 00					
76299		6-18-13	H. C. Hallenbeck	259 40	80461		6-26-13	Louis J. Green	140 00					
76300		6-18-13	H. C. Hallenbeck	50 34	80462		6-26-13	Frank J. Sullivan	155 00					
76360	4-25-13	6-18-13	Syndicate Trading Co.	49 69	80463		6-26-13	Isaham Henderson	599 00					
76363	4-2-13	6-18-13	Koller & Smith, Inc.	10 80	80464		6-26-13	Charles D. Donohue	445 00					
76367	4-4-13	6-18-13	Koller & Smith, Inc.	2 40	80465		6-26-13	Charles R. Temple, Assignee of George E. Morgan	425 00					
76386	4-29-13	6-18-13	Syndicate Trading Co.	18 13	80466		6-26-13	Charles R. Temple, Assignee of George E. Morgan	50 00					
76389	4-28-13	6-18-13	Syndicate Trading Co.	18 38	80467		6-26-13	Walter Moffat	55 00					
76395	4-29-13	6-18-13	Syndicate Trading Co.	161 18	80470		6-26-13	Thomas P. Peters	50 00					
76399	4-21-13	6-18-13	World Book Co.	412 92	80471		6-26-13	Edward T. Walsh	45 00					
76405	4-26-13	6-18-13	World Book Co.	56 48	80472		6-26-13	Charles Harwood	170 00					
76425	4-22-13	6-18-13	Albert S. Smith	33 60	80473		6-26-13	Edward T. Walsh	180 00					
76644	5-2-13	6-18-13	A. Pearson's Sons	53 70	80474		6-26-13	Hector McG. Curren	80 00					
76905	5-8-13	6-18-13	Bloomingdale Bros.	4 20	80475		6-26-13	William H. Muldoon	70 00					
76909	4-30-13	6-18-13	Albert S. Smith	18 00	80476		6-26-13	John J. Brennan	790 00					
76918	4-29-13	6-18-13	Syndicate Trading Co.	17 84	80477		6-26-13	James G. Reynolds	740 00					
77013	4-16-13	6-18-13	Ward & Drummond Co.	10 50	80478		6-26-13	John J. Kilcourse	740 00					
77015	5-7-13. 5-7-13	6-18-13	Bloomingdale Bros.	68 33	80481		6-26-13	George V. Mullan	60 00					
77020	4-25-13	6-18-13	Syndicate Trading Co.	9 86	80482		6-26-13	George M. Schulz	70 00					
77025	4-23-13	6-18-13	Albert S. Smith	7 65	80483		6-26-13	Irving National Bank of New York, Assignee of Hal Bell	70 00					
77051	5-20-13	6-18-13	Underwood Typewriter Co.	1 60	80484		6-26-13	Andrew Macery	240 00					
77109	4-21-13	6-19-13	Underwood Typewriter Co.	7 28	80485		6-26-13	David S. Skinner	260 00					
77110	4-29-13	6-18-13	Syndicate Trading Co.	54 12	80802		6-26-13	Walter C. Burton	270 00					
77118	2-28-13	6-19-13	A. G. Spalding & Bros.	19 60			6-26-13	C. Henry Offerman or Theodore Offerman, Attorneys in Fact for C. Henry Offerman, Lena Maria Rasch, Anna C. Schmidt, John Offerman and Theodore Offerman	356 25					
77128	4-1-13. 4-15-13	6-19-13	Underwood Typewriter Co.	76 00	80948		6-27-13	Rev. Patrick Cherry	625 00					
77140	4-11-13	6-19-13	A. G. Spalding & Bros.	9 60	80948		6-27-13	Rev. Patrick Cherry	875 00					
77145	3-26-13	6-19-13	Koller & Smith, Inc.	45 60	80949		6-27-13	Rev. Patrick Cherry	375 00					
77146	4-10-13	6-19-13	Koller & Smith, Inc.	1 40	80949		6-27-13	Rev. Patrick Cherry	525 00					
77182</														

Finance Voucher No.	Invoice Dates.	Received in Depart- ment of Finance.	Name of Payee.	Amount.	Finance Voucher No.	Invoice Dates.	Received in Depart- ment of Finance.	Name of Payee.	Amount					
Department of Parks.														
76692		6-18-13	New York Aquarium .....	\$2,488 78	79094	6-23-13	U. S. Wood Preserving Co. ....	14,961 55						
76699	5- 1-13	6-18-13	The United States Asphalt Refining Co. ....	2,184 00	79227	6- 1-13	6-23-13 Joseph W. Wanty .....	21 00						
77422	4-26-13.	5-29-13	6-19-13 Henry A. Dreer .....	30 12	Department of Public Charities.									
77786	5-13-13.	6- 6-13	6-20-13 The Manhattan Rubber Manufacturing Co. ....	157 00	77382	5-20-13.	5-24-13 6-19-13 J. F. Schmadeke .....	\$160 84						
78611		6-23-13	Frank J. Helmle .....	125 00	79515	4- 8-13	6-24-13 Peter J. Constant .....	2 65						
78617	5-31-13	6-21-13	New York Telephone Co. ....	129 88	79520	5- 7-13	6-24-13 M. H. Fairchild & Bro. ....	29 32						
President, Borough of Manhattan.														
71091	5-16-13	6- 6-13	Metropolitan Engineering Co. ....	6,750 00	79521	3-31-13	6-24-13 Goodyear India Rubber Selling Co. ....	57 75						
75374		6-16-13	James Harley Plumbing Co. ....	2,125 00	79522	4-10-13	6-24-13 Minott M. Govan .....	6 80						
76706		6-26-13	McGlynn, Hays & Co. ....	98 00	79523	2-14-13.	4-17-13 6-24-13 J. L. Hopkins & Co. ....	22 75						
77487	6-14-13	6-19-13	The Royal Co. of New York, Assignee of H. Portnof .....	344 00	79529	5-31-13	6-24-13 Metropolitan Tobacco Co. ....	30 00						
77490		6-23-13	Charles G. Armstrong & Son .....	246 11	79531	4- 7-13	6-24-13 George W. Millar & Co. ....	49 52						
77874		6-24-13	The Cleveland Trinidad Paving Co. ....	573 51	79596	4-12-13	6-24-13 Harry M. Kaiser, Agent and Warden, Clinton Prison .....	327 50						
78916	5-24-13	6-23-13	The Bristol Co. ....	3 55	79601	5- 8-13	6-24-13 The J. L. Mott Iron Works .....	10 44						
78942	6-11-13	6-23-13	Matthew J. Sullivan .....	10 00	79604	4-30-13	6-24-13 J. G. MacDougall Co. ....	10 00						
78964	5-24-13	6-23-13	Elliott Varnish Co. ....	6 00	79614	4-19-13.	4-25-13 6-24-13 Tower Mfg. and Novelty Co. ....	13 79						
78971	5-24-13	6-23-13	Sibley & Pitman .....	3 16	79615	4-24-13	6-24-13 Parker, Wilder & Co. ....	4 03						
78972	5-20-13	6-23-13	Munson Supply Co. ....	3 15	79616	5- 1-13	6-24-13 John B. Sommer .....	6 50						
78973	5-21-13	6-23-13	Bauer & Black .....	9 60	79617	4-25-13	6-24-13 J. J. Snyder & Son .....	9 50						
78974	5- 2-13.	5- 7-13	6-23-13 Duane Rubber Co. ....	9 70	80524		6-26-13 Philip Hublitz, Post Commander, Oliver Tilden Post, No. 96, G. A. R. ....	140 00						
78976	5-19-13.	5-12-13	6-23-13 Montgomery & Co. ....	13 09	80525		6-26-13 George Messener, Post Commander, Dahlgren Powell Post, No. 113, G. A. R. ....	130 00						
78977	5-22-13	6-23-13	A. F. Brombacher & Co. ....	4 50	80526		6-26-13 Geo. H. Stevens, Post Commander, Phil Kearney Post, No. 8, G. A. R. ....	120 00						
78979	5-28-13	6-23-13	Benfield & Milne Mfg. Co. ....	8 40	80527		6-26-13 Wm. J. Matthews, Post Commander, Peter Cooper Post, No. 313, G. A. R. ....	90 00						
78982	5-21-13	6-23-13	Samuel Lewis .....	7 00	80528		6-26-13 Albert H. Baiseley, Post Commander, Vanderbilt Post, No. 136, G. A. R. ....	70 00						
78983	4-21-13	6-23-13	The Goulds Mfg. Co. ....	75	80532		6-26-13 Alonso D. Mohr, Post Commander, Gouverneur K. Warren Post, No. 286, G. A. R. ....	47 00						
78985	5-12-13	6-23-13	The J. W. Pratt Co. ....	1 25	80533		6-26-13 John Mulligan, Post Commander, Col. Henry A. Weeks Post, No. 146, G. A. R. ....	40 00						
78989	5-31-13	6-23-13	Nason Mfg. Co. ....	16 88	80534		6-26-13 Uleric P. Eshleman, Post Commander, C. D. McKenzie Post, No. 399, G. A. R. ....	35 00						
78993	6- 4-13	6-23-13	Dickerson Van Dusen & Co. ....	7 14	80535		6-26-13 Jacob Callas, Post Commander, Rankin Post, No. 10, G. A. R. ....	20 00						
78994	5-22-13	6-23-13	A. F. Brombacher & Co. ....	4 32	80537		6-26-13 Christian Bange, Post Commander, Kofles Post, No. 32, G. A. R. ....	10 00						
79620	4- 1-13	6-24-13	Knickerbocker Ice Co. ....	13 50	80549	6- 3-13	6-26-13 Postal Telegraph Cable Co. ....	10 69						
79622		6-24-13	Uvalde Asphalt Paving Co. ....	102 06	80552	6-12-13	6-26-13 Angus P. Thorne, Superintendent .....	38						
79624	6-19-13	6-24-13	Hardgrove & McDermott .....	1,700 00	80553		6-26-13 Sterling Potter, Superintendent .....	50						
79628		6-24-13	United States Wood Preserving Co. ....	15,403 00	Public Service Commission.									
79631		6-24-13	Harlem Contracting Co. ....	143 67	80553		6-28-13 Law Printing Co. ....	\$5 50						
President, Borough of The Bronx.														
79687	6- 7-13	6-24-13	Republic Rubber Co. of New York....	\$103 59	81849	12-27-12	6-28-13 Josephine Collins .....	50 00						
79694	6-17-13	6-24-13	Keuffel & Esser Co. ....	8 75	81852		6-28-13 William Engel .....	110 00						
79695	6-11-13	6-24-13	P. J. Kane Contracting Co. ....	519 87	81853		6-28-13 Walter Hammitt .....	20 00						
79697	6- 2-13	6-24-13	Church E. Gates & Co. ....	72 25	81854		6-28-13 Anna R. Morris .....	90 00						
79701	5-31-13	6-24-13	United States Wood Preserving Co. ....	5 52	81855		6-28-13 New York Central & Hudson River Railroad Co. ....	236 69						
79703	6-17-13	6-24-13	Stewart & Miller .....	954 00	81859		6-28-13 Silverman & Steinberg .....	90 00						
79710	5-31-13	6-24-13	New York Telephone Co. ....	150 67	Sheriff, Kings County.									
79712		6-24-13	The Barber Asphalt Paving Co. ....	10,033 40	79111	5-31-13	6-23-13 New York Telephone Co. ....	\$52 09						
79717		6-24-13	Bronx Borough Bank, Assignee of J. B. Malatesta .....	3,048 50	Sheriff, Queens County.									
79718		6-24-13	Twenty-third Ward Bank, Assignee of Briggs & McLaughlin Contracting Co., Inc., Assignee of Briggs & McLaughlin, F. V. Smith, Inc., Assignee of Vinton Contracting Co., Assignee of William J. Rodgers .....	1,295 00	79282	5-31-13	6-24-13 New York Telephone Co. ....	\$34 46						
80804		6-26-13		3,200 05	Department of Street Cleaning.									
President, Borough of Brooklyn.														
70370		6- 4-13	The People's Trust Co., Assignee of Litchfield Construction Co. ....	\$47,941 86	76541	5-22-13	6-18-13 Chas. H. Heinsohn .....	\$160 00						
76159		6-17-13	Uvalde Contracting Co. ....	4,185 70	79660	6- 1-13	6-24-13 The Peerless Towel Supply Co. ....	7 19						
76161		6-17-13	The Kings County Trust Co., Assignee of A. B. Nicholas, Inc. ....	830 32	79661	6- 5-13	6-24-13 Standard Oil Co. of New York .....	49 80						
76162		6-17-13	B. Picone & Son & Bros. ....	2,261 45	79663	4-28-13	6-24-13 John W. Sullivan Co. ....	80 00						
76952		6-18-13	Albert F. Koch, Inc. ....	1,537 94	79664	6- 5-13	6-24-13 Montgomery & Co. ....	24 57						
78304	6- 2-13	6-20-13	John Smith .....	93 20	79665	5-27-13	6-24-13 New Jersey Car Spring and Rubber Co. ....	75 00						
78326	3-28-13	6-20-13	E. G. Ruehle & Co. ....	328 93	79666	6- 7-13	6-24-13 A. G. Spalding & Bros. ....	91 25						
78337	5-31-13	6-20-13	J. W. Gasteiger & Son .....	90 85	79667	6- 6-13	6-24-13 The Manhattan Supply Co. ....	81 25						
78736		6-21-13	John J. Schneider .....	3,174 91	79675	5-20-13	6-24-13 The American Society for the Prevention of Cruelty to Animals .....	5 00						
78737		6-21-13	Robert Thomlinson .....	1,142 12	79679	6- 7-13	6-24-13 A. G. Spalding & Bros. ....	219 00						
78740		6-21-13	Charles Meads & Co. ....	10,779 30	81777		6-28-13 The Relief and Pension Fund of the Department of Street Cleaning, William H. Edwards, Commissioner, as Treasurer and Trustee .....	488 05						
79754		6-24-13	MacFarlane Contracting											

Finance Voucher No.	Invoice Dates.	Received in Depart- ment of Finance.	Name of Payee.	Amount.	Finance Voucher No.	Invoice Dates.	Received in Depart- ment of Finance.	Name of Payee.	Amount.
76570	5- 1-13	6-18-13	Richmond Light and Railroad Co. ....	385 20	80678	8-30-12.12-31-12	6-26-13	New York Edison Co. ....	8 05
78198		6-20-13	Henry R. Worthington .....	34 72	80679	12-30-12	6-26-13	New York Edison Co. ....	93 32
78199		6-20-13	Thomson Meter Co. ....	30 35	80680		6-24-13	L. A. James .....	23 47
78203		6-20-13	Davis & Farnum Mfg. Co. ....	780 00	80682		6-26-13	M. P. Walsh, Deputy Commissioner ..	35 93
78204		6-20-13	Davis & Farnum Mfg. Co. ....	832 00	80683		6-26-13	Hugh R. Emerson, Clerk .....	59 10
78604	6-18-13	6-21-13	New York Telephone Co. ....	762 16	80695		6-26-13	Girdell V. Brower, Superintendent ..	114 95
78605	6-19-13	6-21-13	New York Telephone Co. ....	1,005 03	80696		6-26-13	Wm. F. Laase, Assistant Engineer ..	76 00
79976	6-10-13	6-25-13	Borough Asphalt Co. ....	30 50	80697		6-26-13	F. W. Hanuck, Supervising Engineer ..	53 89
79995		6-25-13	Edward E. Buhler Co. ....	177 00	80702		6-26-13	John W. Sullivan Co. ....	4,572 00
80001		6-25-13	Peter J. Donohue & Sons .....	145 10	81508		6-27-13	T. K. Kernochan Co. ....	37 25
80196	6- 3-13	6-25-13	Henry R. Worthington .....	64 00	82039	6-19-13	6-30-13	Village of Irvington; Charles A. Adams, collector .....	302 20
80198	4-30-13	6-25-13	James H. O'Brien Scale and Supply Co. ....	46 01					

VOUCHERS RECEIVED IN DEPARTMENT OF  
FINANCE THURSDAY, JULY 3, 1913.

A statement is herewith submitted of all vouchers filed in the Department of Finance on this date in which is shown the Department of Finance voucher number, the date or dates of the invoices or bills, the name of the payee and the amount of the claim. Where two or more bills are embraced in one voucher, the dates of the earliest and latest are given.

If the vouchers are found to be correct, and properly payable to the respective claimants, it will be my endeavor to have the warrants therefor made ready for payment within the next seven days.

If any claimant within the time stated does not receive his warrant or a written notice in relation thereto, then written or verbal inquiry may be made at this office, using the Department of Finance voucher number as a ready means of reference.

WM. A. PRENDERGAST, Comptroller.

Finance  
Voucher  
No. Dates.

## Department of Bridges.

Finance Voucher No.	Invoice Dates.	Name of Payee.	Amount.
Department of Bridges.			
83652	5-31-13	N. Y. Tel. Co. ....	\$199 78
83653	5-31-13	N. Y. Tel. Co. ....	31 99
83654	5-31-13	N. Y. Tel. Co. ....	70 34
83655	5-31-13	N. Y. Tel. Co. ....	10 93
83656	5-31-13	N. Y. Tel. Co. ....	66 35
83657	5-31-13	N. Y. Tel. Co. ....	34 16
83747		Wm. P. Seaver .....	8,268 32
83748		Wm. P. Seaver .....	7,709 53
83749		Wm. P. Seaver .....	3,255 38
83816		Daniel M. Simpson .....	57 00
83817		Daniel M. Simpson .....	10 00
83818		Daniel M. Simpson .....	10 70
83819		Daniel M. Simpson .....	1 35
83820		Daniel M. Simpson .....	32
83821		Calvin I. Crocker .....	42 96

## Board of Building Examiners.

Finance Voucher No.	Invoice Dates.	Name of Payee.	Amount.
Board of Building Examiners.			
63703	6-11-13	Edward V. Barton .....	\$9 00
83704		Timothy J. Lane .....	1 75
83705		Jos. Mahoney .....	2 00
83706		Great Bear Spring Co. ....	1 50

## Board of City Record.

Finance Voucher No.	Invoice Dates.	Name of Payee.	Amount.
Board of City Record.			
83825	6-16-13	The School News Co. ....	\$68 80
83826	5-15-13	The Brooklyn Union Pub. Co. ....	28 16
83827	5-15-13	The Brooklyn Citizen .....	26 88
83828	5-20-13	The New Haven Union Co. ....	20 00
83829	5-31-13	The Commercial News .....	3 50
83830	6- 1-13	Truth Pub. Co. ....	2 54
83831	6- 1-13	The Evening Times .....	10 50
83832	5-19-13	The Minneapolis Journal ...	28 00
83833	6- 1-13	Geo. J. Foster & Co. ....	5 88
83834	6-20-13	White Plains Daily Record..	3 50
83835	6- 3-13	The World, Morning Edition	228 20
83836	6-10-13	The New York Press.....	83 20
83837	6-12-13	The Evening Mail .....	94 40
83838	6-21-13	New Yorker Staats Zeitung. ....	91 20
83839	6- 3-13	The Brooklyn Citizen .....	78 08
83840	6-13-13	Brooklyn Daily Times .....	79 36
83841	6- 3-13	The Brooklyn Daily Eagle ..	76 16
83842	6-30-13	The Chief Pub. Co. ....	38 40
83844	6-14-13	The Bronx Star .....	29 60
83843	6-28-13	The Police Chronicle .....	38 80
83845	5-26-13	The School News Co. ....	135 20
83856		M. B. Brown P. & B. Co. ....	8,548 50

## County Clerk of Queens County.

Finance Voucher No.	Invoice Dates.	Name of Payee.	Amount.
83609	6-26-13	Fred W. Briese .....	\$15 00
83610	6- 3-13	Leonard Ruoff .....	62 00

## Municipal Court, Third District, Queens County.

Finance Voucher No.	Invoice Dates.	Name of Payee.	Amount.
83751	6-20-13	John H. Nuhn .....	\$2 10
83752		John H. Nuhn .....	4 30
83753		John H. Nuhn .....	3 15
83754	7- 1-13	Great Bear Spring Co. ....	60

## Municipal Courts of Brooklyn, First District.

Finance Voucher No.	Invoice Dates.	Name of Payee.	Amount.
83851		John I. Gray .....	\$20 85

## District Attorney, New York County.

Finance Voucher No.	Invoice Dates.	Name of Payee.	Amount.
83622		John J. Buckley .....	\$83 14
83623		Frank Connor .....	109 15
83624		Jos. Russo .....	85 00
83625	6-20-13	Garden Taxi Cab Co. ....	18 00
83626		Max Finkelstein .....	9 50
83627		H. M. Riffe .....	36 15
83628		M. Zalkowitz .....	14 54
83629		Knickerbocker Ice Co. ....	25 00
83630		John J. Buckley .....	160 46
83631		Hugh J. Beirne .....	6 35

## Department of Education.

Finance Voucher No.	Invoice Dates.	Name of Payee.	Amount.
83465	4-30-13	Chas. J. O'Brien .....	\$303 00
83466	4-28-13	Neostyle Envelope Co. ....	98
83467	6-12-13	H. C. Hallenbeck .....	51 00
83468	6-12-13	M. J. Tobin .....	4 50

| Finance Voucher No. |
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Finance Vouch- er No. er Dates.	Name of Payee.	Amount.	Finance Vouch- er No. er Dates.	Name of Payee.	Amount.	Finance Vouch- er No. er Dates.	Name of Payee.	Amount.
83695	Chas. S. Demarest .....	1 30	83759	6-7-13 Geo. C. Lavery & Co.....	43 28	83709	5-13-13 Abraham & Straus .....	2 69
83696	Jas. P. Reehil .....	59 48	83760	6-2-13 J. L. Mott Iron Works.....	16 95	83710	5-15-13 Abraham & Straus .....	60
83697	Wm. H. Swartwout .....	124 76	83761	5-8-13 Vacuum Oil Co.....	18 08	83711	5-15-13 Abraham & Straus .....	115 00
83698	Valentine Fendrich .....	93 50	83762	5-1-13 Patterson Brothers .....	25 86	83712	5-31-13 W. & J. Sloane .....	69
83699	Leonard Day .....	188 85	83763	5-19-13 Pittsburgh Plate Glass Co. ..	55 72	83713	4-30-13 Tinkler & Co.....	35 00
83700	Adolph Nifot .....	10 83	83764	4-29-13 Nason Mfg. Co. .....	20 71	83714	12-5-12 George Poll & Co.....	683 00
83701	John P. Prial .....	18 00	83765	4-19-13 Nathan Lyons .....	103 00	83715	5-7-13 J. J. Snyder & Son.....	94
83702	Thos. P. Brophy .....	126 45	83766	5-12-13 H. W. Johns-Manville Co. ..	10 50	83716	5-2-13 J. J. Snyder & Son.....	7 38
	Department of Health.		83767	4-23-13 Friedman Marble & Slate Works .....	21 38	83717	5-10-13 J. J. Snyder & Son.....	5 28
82611	John E. Capleas .....	\$50 00	83768	5-1-13 Vacuum Oil Co.....	45 80	83718	12-24-12 Seabring Iron Works .....	325 00
83612	Nicholas T. Brown .....	50 00	83769	5-20-13 E. B. Latham & Co.....	106 95	83719	4-18-13 Stanley & Patterson .....	34 56
83613	Herman Kopp .....	50 00	83770	5-19-13 Thomas P. Ford Co.....	5 07	83720	5-19-13 J. J. Reynolds .....	788 00
83614	Fred Simons .....	50 00	83771	6-11-13 Henry Kartens .....	5 50	83721	4-1-13 Sulzberger & Sons Co.....	398 81
83615	H. A. Howell .....	50 00	83772	4-18-13 Otis Elevator Co. .....	107 30	83722	4-16-13 Geo. Tieman & Co.....	1 88
83616	Harry W. Serene .....	50 00	83773	5-1-13 John McCarter's Son .....	52 20	83723	3-28-13 N. Y. Safety Power En- gineering Co.....	23 58
83617	Jeriah A. McClean .....	50 00	83774	5-15-13 Holgan Brothers .....	15 00	83724	1-28-13 Department of Correction.....	712 00
83618	John T. Oates .....	50 00	83775	5-23-13 Acme Paving Co. .....	1,877 98	83725	5-10-13 Department of Correction.....	340 00
83619	John McManus .....	50 00	83776	4-23-13 Atlanta Contr. Co. .....	7 00	83726	5-8-13 Department of Correction.....	18 00
83620	John T. Oates .....	50 00	83777	6-2-13 Rafferty Bros. .....	17 15	83727	5-13-13 Department of Correction.....	15 00
83621	Elbert Hallett .....	50 00	83778	5-6-13 Wm. H. Parkerton .....	105 00	83728	4-4-13 Hull-Grippen Co. .....	6 30
	The Mayoralty.		83779	5-23-13 The Holz & Freystedt Co. ....	49 00	83729	4-17-13 Hull-Grippen Co. .....	1 65
83658	6-30-13 N. Y. Stencil Works.....	\$22 95	83780	5-22-13 Henry H. Lloyd .....	853 40	83730	2-13-13 Hull-Grippen Co. .....	10 75
83659	7-1-13 The Crescent Towel Supply Co. .....	4 15	83781	2-20-13 Remington Typewriter Co. ....	10 00	83731	4-3-13 Hull-Grippen Co. .....	2 10
83660	Knickerbocker Ice Co. .....	10 42	83782	5-24-13 F. F. Fuhrman .....	62 25	83732	12-9-12 Harry M. Kaiser, A. & W. ..	64 00
83662	Jas. G. Wallace, Jr. .....	185 15	83783	5-23-13 Foster, Scott Ice Co. .....	27 30	83733	3-1-13 Ahern & Randel .....	1 20
83661	United Electric Service Co. .....	7 90	83784	4-24-13 M. B. Brown Ptg. & Bdg. Co. ....	316 64	83734	5-20-13 Acker, Merrill & Condit Co. ....	6 50
	Department of Parks.		83785	4-7-13 Wm. Bratter & Co. .....	287 25	83735	5-27-13 Acetylene Welding Co. ....	350 00
83855	J. F. Walsh & Bros. .....	\$4,725 00	83786	4-29-13 The J. W. Pratt Co. ....	59 55	83736	6-18-13 Hurlbert & Co. ....	328 00
83854	Kelly & Kelly, Inc. .....	525 85	83787	6-11-13 Sibley & Pitman .....	1 40			
83853	Coldwell Lawn Mower Co. .....	975 00	83788	5-22-13 The Industrial Instrument Co. .....	3 27			
	President, Borough of The Bronx.		83789	5-29-13 The J. W. Pratt Co. ....	247 00			
83750	Michael J. Mack .....	\$2,334 68	83790	5-24-13 A. F. Brombacher & Co. ....	8 50			
83852	Leo Umanoff .....	305 27	83791	6-12-13 Montgomery & Co. ....	24 81			
	President, Borough of Brooklyn.		83792	5-16-13 Samuel Lewis .....	138 00			
83875	The Barber Asphalt Pav. Co. ....	\$12,660 30	83793	5-31-13 The Gutta Percha & Rubber Mfg. Co. .....	35 95			
83876	Samuel Mendelstort .....	2,154 96	83794	5-29-13 A. F. Brombacher .....	83803			
83877	Thos. O'Connor .....	2,502 40	83795	3-7-13 Crane Co. .....	8 50			
83878	Albert F. Koch, Inc. .....	2,108 58	83796	6-5-13 Mason Mfg. Co. ....	83804			
83879	H. T. Dakin .....	853 00	83797	5-23-13 J. P. Duffy Co. ....	138 00			
83880	6-6-13 J. E. Bristol .....	471 75	83798	6-3-13 Candee, Smith & Howland .....	70 74			
83881	5-22-13 John Hill .....	21 65	83799	6-15-13 Candee, Smith & Howland .....	31 25			
83882	6-23-13 James J. Byrne .....	45 15	83800	6-6-13 Merchant & Evans Co. ....	3 40			
	President, Borough of Manhattan.		83801	5-26-13 The Meyer-Sniffin Co. ....	40 90			
83755	6-2-13 Rheinfrank House Wrecking Co. .....	\$2 50	83802	5-27-13 Gerstdorfer Bros. ....	15 00			
83756	6-2-13 E. S. Belknap .....	10 65	83822	5-28-13 Chas. G. Armstrong & Son. ....	52 50			
83757	6-6-13 N. Lyons .....	12 00	83823	5-28-13 Harlem Cont. Co. ....	66 00			
83758	5-22-13 F. W. Devoe & C. T. Ray- hards Co. .....	22 87	83824	5-28-13 Louis Pepe .....	83 22			
					3,060 00			

## Changes in Departments, Etc.

## DEPARTMENT OF FINANCE.

June 30, 1913—The services of the following temporary Clerks in the Bureau for the Collection of Taxes will be dispensed with at the close of business on July 5, they being no longer required: O'Connor Connolly, West New Brighton, S. I.; Walter I. Rigney, 617 Greenwood ave., Brooklyn; Walter J. Gavagan, 259 Warren st.; Joseph Flatow, 191 Howard st.; Louis Gross, 2 Avenue D; John J. Keevan, 149 8th ave.; Henry Reich, 470 Hancock st.; Andrew A. McCormick, 116 S. 3d st.; Adam J. Petrocelli, 50 McDougal st.; Thos. F. Smith, 1008 Putnam ave.; James A. Phillips, 306 Milford st.; Theo. Siegel, 851 Greene st.; Herman Goldman, 1382 5th ave.; Edw. E. Glaessgen, 26 Himrod st.; Joseph Moss, 341 21st st.; Milton Wolff, 7 Willow st.; Lawrence P. Dalton, 346 Baltic st.; Aug. G. Kellerman, 90 N. Oxford st.; Abraham Marker, 3002 Ocean Parkway; Frederick A. Martin, 246 90th st.; Percy L. Grandy, 116 S. 3d st.; Adam J. Petrocelli, 50 McDougal st.; Thos. F. Smith, 1008 Putnam ave.; James A. Phillips, 306 Milford st.; Theo. Siegel, 851 Greene st.; Herman Goldman, 1382 5th ave.; Edw. E. Glaessgen, 26 Himrod st.; Joseph Moss, 341 21st st.; Milton Wolff, 7 Willow st.; Lawrence P. Dalton, 346 Baltic st.; Aug. G. Kellerman, 90 N. Oxford st.; Abraham Marker, 3002 Ocean Parkway; Frederick A. Martin, 246 90th st.; Percy L. Grandy, 116 S. 3d st.; Adam J. Petrocelli, 50 McDougal st.; Thos. F. Smith, 1008 Putnam ave.; James A. Phillips, 306 Milford st.; Theo. Siegel, 851 Greene st.; Herman Goldman, 1382 5th ave.; Edw. E. Glaessgen, 26 Himrod st.; Joseph Moss, 341 21st st.; Milton Wolff, 7 Willow st.; Lawrence P. Dalton, 346 Baltic st.; Aug. G. Kellerman, 90 N. Oxford st.; Abraham Marker, 3002 Ocean Parkway; Frederick A. Martin, 246 90th st.; Percy L. Grandy, 116 S. 3d st.; Adam J. Petrocelli, 50 McDougal st.; Thos. F. Smith, 1008 Putnam ave.; James A. Phillips, 306 Milford st.; Theo. Siegel, 851 Greene st.; Herman Goldman, 1382 5th ave.; Edw. E. 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Grandy, 116 S. 3d st.; Adam J. Petrocelli, 50 McDougal st.; Thos. F. Smith, 1008 Putnam ave.; James A. Phillips, 306 Milford st.; Theo. Siegel, 851 Greene st.; Herman Goldman, 1382 5th ave.; Edw. E. Glaessgen, 26 Himrod st.; Joseph Moss, 341 21st st.; Milton Wolff, 7 Willow st.; Lawrence P. Dalton, 346 Baltic st.; Aug. G. Kellerman, 90 N. Oxford st.; Abraham Marker, 3002 Ocean Parkway; Frederick A. Martin, 246 90th st.; Percy L. Grandy, 116 S. 3d st.; Adam J. Petrocelli, 50 McDougal st.; Thos. F. Smith, 1008 Putnam ave.; James A. Phillips, 306 Milford st.; Theo. Siegel, 851 Greene st.; Herman Goldman, 1382 5th ave.; Edw. E. Glaessgen, 26 Himrod st.; Joseph Moss, 341 21st st.; Milton Wolff, 7 Willow st.; Lawrence P. Dalton, 346 Baltic st.; Aug. G. Kellerman, 90 N. Oxford st.; Abraham Marker, 3002 Ocean Parkway; Frederick A. Martin, 246 90th st.; Percy L. Grandy, 116 S. 3d st.; Adam J. Petrocelli, 50 McDougal st.; Thos. F. Smith, 1008 Putnam ave.; James A. 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Present: Aldermen Bolles, Boschen, Marks, Igstaedter and President McAneny.

Laying out for use as a public park all the lands lying within Amsterdam ave., Fort George ave., Audubon ave. and a line parallel to and distant about 431 feet north of 190th st.

In favor, James P. Davenport.

In opposition, Collin H. Woodward, Washington Heights Taxpayers' Association, Robert E. Simon, representing the Morgenthau Company; Douglas Robinson, David Stewart, representing Louis A. Cerf and William C. Trull; Hogenauer & Wessellau Company, Stephen J. Egan, Wolf & Kohn, representing the Seligman and Cohen Estates; A. Hogenauer.

Petition denied.

Laying out for use as a public park all the lands lying within Amsterdam ave., W. 188th st., Laurel Hill terrace and W. 182d st.

In favor: Douglas Robinson, A. F. Koelble.

In opposition: Pressinger & Newcomb, Robert E. Simon, representing the Morgenthau Company.

Opposed only in the event of the improvement delaying the acquisition for park purposes of the tract already recommended by the Local Board to the Board of Estimate and Apportionment. Approved. Adjourned.

LOUIS GRAVES, Secretary.

A meeting of the Local Board of the Murray Hill District was held on Tuesday, June 24, 1913, at 11:20 a. m., in the Council Chamber of the City Hall.

Present: Alderman Curran, Alderman Nichol, President McAneny.

Reregulating, regrading, etc., 4th ave., between 32d and 34th sts.; Park ave., between 34th and 35th sts.; 33d st., between 4th and Lexington aves.; 34th st., between Madison and Lexington aves.

Laid over one week. Adjourned.

LOUIS GRAVES, Secretary.

#### Bureau of Buildings.

Statement of operations for the week ending June 28, 1913: Plans filed for new buildings (estimated cost, \$1,157,500), 11; plans filed for alterations (estimated cost, \$238,853), 125; buildings reported as unsafe, 84; other violations of law reported, 175; unsafe building notices issued, 165; violation notices issued, 606; iron and steel inspections made, 3,655.

#### Borough of The Bronx.

##### Bureau of Buildings.

Report of operations of the Bureau of Buildings, Borough of The Bronx, for the week ending June 28, 1913: Plans filed for new buildings (estimated cost, \$289,050), 21; plans filed for alterations (estimated cost, \$31,750), 13; unsafe cases filed, 7; violation cases filed, 87; unsafe notices issued, 16; violation notices issued, 127; violation cases forwarded for prosecution, 7; complaints lodged with the Bureau, 28; number of pieces or iron and steel inspected, 3,107.

JAMES A. HENDERSON, Superintendent of Buildings.

#### Department of Public Charities.

Synopsis of Proceedings of the Department for the Week Ending June 28, 1913.

Communications were received from heads of institutions reporting meats, milk, fish, etc., as of good quality and up to standard.

Contracts awarded: Raymond Hadley Co., 116 Broad st., city, flour; surely, \$5,780; \$19,257. Service Stores Co., Bush Terminal, New York, butter; surely, \$4,455; \$14,838. 23. A. Silz, Inc., 414 W. 14th st., New York, poultry; surely, \$3,475; \$11,570. Sulzberger & Sons, 406 E. 47th st., city, meat; surely, \$16,025; \$53,407.92. T. E. McCarty, New York Produce Exchange, flour; surely, \$6,170; \$20,559. Fleischmann Co., 701 Washington st., yeast; surely, \$595; \$1,980. Borden's Condensed Milk Co., 108 Hudson st., milk; surely, \$23,715; \$79,045.10. Conron Bros. Co., 10th ave. and 13th st., meat; surely, \$18,375; \$61,240.38. Strauss Bros., 619 Pacific st., Brooklyn, meat; surely, \$3,505; \$11,672.50. Armour & Co., 52 10th ave., city, meat; surely, \$30,430; \$101,425.65. Knickerbocker Ice Co., Broadway and 28th st., city, ice; surely, \$2,850; \$9,500.

J. MCKEE BORDEN, Secretary.

#### Department of Parks.

Abstract of Minutes of Park Board for Week Ending June 21, 1913.

Stated meeting, June 19, 3 p. m.

Present, Commissioners Stover, Higgins, Kennedy, Eliot.

Sealed bids were received for the following contracts:

Erecting playground building in John Jay Park, Brooklyn.

Plumbing and gasfitting work for said building.

Heating work for the same.

Furnishing forage for parks in Manhattan.

The time for completion of a contract dated January 16, 1913, with Charles Schaefer, Jr., for furnishing forage for parks in Manhattan, was extended to July 15, 1913.

The preparation and advertising of a

contract for pipe work and automatic sprinklers in shops in connection with the new City supply to stand pipe and sprinkler system, Metropolitan Museum of Art, Central Park, Manhattan, were authorized.

The President was requested to confer with the Corporation Counsel relative to

Furnishing forage for parks in Manhattan.

Furnishing coal for parks in Manhattan.

Furnishing road oil for parks in The Bronx.

Erecting a shelter pavilion in Zoological Park, Bronx Park.

Constructing gutters on City Island road and extending said road at Bartow Station, in Pelham Bay Park, The Bronx.

Repairs to board walk on Triton ave., between 1st and Pelham aves., Rockaway Beach, Queens.

Requisition for the purchase of supplies for the office of the Landscape Architect, at an estimated cost of \$200, chargeable Park Board appropriations, was approved.

The consideration of suggestions in relation to playground matters was made the subject of a special meeting, to be held on the 26th inst. at 2 p. m.

Contracts Awarded—Furnishing fresh beef and fish for Menagerie in Prospect Park, Brooklyn.

Constructing automobile roads in Forest Park, Queens.

Repairing board walk on Triton ave., between 1st and Pelham aves., Rockaway Beach, Queens.

Furnishing road oil for parks in The Bronx.

Contracts Executed—June 17, Phoenix Sand and Gravel Company, 17 State st., sand for parks in The Bronx; amount, \$1,200; surely, National Surety Company.

June 18, John A. Scollay, Inc., 76 Myrtle ave., Brooklyn, heating comfort station, Prospect Park, Brooklyn; amount, \$455; surely, United States Fidelity and Guaranty Company.

June 19, Dunbar Contracting Company, 444 E. 68th st., improving playground on east side of Amsterdam ave., between 151st and 152d sts., Manhattan; amount, \$10,593.95; surely, National Surety Company.

June 16, United Plumbing and Contracting Company, 323 Smith st., Brooklyn; amount, \$1,772; surely, National Surety Company.

CLINTON H. SMITH, Secretary, Park Board.

the preparation of new sections for park ordinances, in order to bring the same in accord with the City ordinances and proposed speed regulations, and also in relation to incorporation in the park ordinances in regard to liquors, etc., being brought into the park, which it is claimed as a right to exclude under the Charter.

Contracts Awarded—Furnishing coal for parks in Manhattan.

Furnishing Cow Bay sand at Ocean parkway, Brooklyn.

Contracts Executed—June 23, the Hastings Pavement Company, 25 Broad st., laying asphalt tile walks in Linden Park, Queens; amount, \$5,454; surely, the Title Guaranty and Surety Co. and the American Surety Co. John R. Sheehan, Inc., 1170 Broadway, erecting second part of greenhouses for Brooklyn Botanic Garden; amount, \$25,380; surely, National Surety Co.

June 24: John Connor, 262 Rogers ave., Brooklyn, grading, topsoiling, etc., Brooklyn Botanic Garden; amount, \$24,615.54; surely, United States Fidelity and Guaranty Co.

June 25: Altman Plumbing Co., 324 E. 6th st., for plumbing work, etc., in second part of greenhouses, Brooklyn Botanic Garden; amount, \$385; surely, Illinois Surety Co. Philip Dietz Coal Co., Glendale, L. I., furnishing coal for parks in Queens; amount, \$1,748.88; surely, the Title Guaranty and Surety Co. Blake & Williams, 24 Barrow st., steam heating second part of greenhouses, Botanic Garden, Brooklyn; amount, \$2,847; surely, the Aetna Accident and Liability Co.

June 28: Samuel H. Hughes, 252 Sherman st., Brooklyn, painting 27 flagpoles in various parks in Brooklyn; amount, \$193; surely, American Surety Co. of New York.

CLINTON H. SMITH, Secretary, Park Board.

Hugh J. Cumuskey; 11th Dist., Louis Wendel, Jr.; 12th Dist., William P. Kenneally; 13th Dist., John McCann; 14th Dist., John Loos; 15th Dist., Niles R. Becker; 16th Dist., John T. Eagan; 17th Dist., Daniel M. Bedell; 18th Dist., James J. Nugent; 19th Dist., William D. Brush; 20th Dist., John J. Reardon; 21st Dist., Oscar Igstaedter; 22d Dist., Edward V. Gilmore; 23d Dist., John H. Boschen; 24th Dist., John A. Bolles; 25th Dist., Charles Delaney; 26th Dist., Henry H. Curran; 27th Dist., Nathan Lieberman; 28th Dist., Courtland Nicoll; 29th Dist., John F. Walsh; 30th Dist., Ralph Folks; 31st Dist., Hyman Pouker; 32d Dist., Thomas A. McGrath; 33d Dist., Samuel Marks.

Borough of The Bronx—34th Dist., James L. Devine; 35th Dist., Thomas J. Mulligan; 36th Dist., Thomas H. O'Neill; 37th Dist., Philip J. Schmidt; 38th Dist., Abram W. Herbst; 39th Dist., James Hamilton; 40th Dist., Jacob Weil; 41st Dist., Frederick H. Wilmet.

Borough of Brooklyn—42d Dist., Robert F. Downing; 43d Dist., Michael Carberry; 44th Dist., Frank Cunningham; 45th Dist., John S. Gaynor; 46th Dist., James R. Weston; 47th Dist., John Diemer; 48th Dist., James J. Molen; 49th Dist., Francis P. Kenney; 50th Dist., Charles W. Dunn; 51st Dist., Adolph L. Kline; 52d Dist., Daniel R. Coleman; 53d Dist., Frederick H. Stevenson; 54th Dist., Jesse D. Moore; 55th Dist., Frank T. Dixon; 56th Dist., William P. McGarry; 57th Dist., Robert H. Bosse; 58th Dist., O. Grant Esterbrook; 59th Dist., George A. Morrison; 60th Dist., Otto Muhlbauer; 61st Dist., William H. Pendry; 62d Dist., Jacob J. Velten; 63d Dist., Edward Eichhorn; 64th Dist., Henry F. Grimm; 65th Dist., James F. Marty.

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 Sachs, Leopold Stern; Michael J. Drummond, ex-officio.

General Medical Superintendent, Dr. George O'Hanlon.

#### BOARD OF AMBULANCE SERVICE.

Headquarters, 300 Mulberry street.

Office hours, 9 a. m. to 5 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. Spiegelberg; D. C. Potter, Director.

Ambulance Calls—Telephone, 3100 Spring.

Administration Offices—Telephone, 7586 Spring.

#### BOARD OF ASSESSORS.

Office, No. 320 Broadway, 9 a. m. to 5 p. m.; Saturdays, 12 m.

Joseph P. Hennessy, President.

William C. Ormond.

Antonio C. Astarita.

Thomas J. Drennan, Secretary.

Telephones, 29, 30 and 31 Worth.

#### BOARD OF CITY RECORD.

The Mayor, the Corporation Counsel and the Comptroller.

Office of the Supervisor.

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.

#### BOARD OF ELECTIONS.

General Office, No. 107 West Forty-first street.

Commissioners: J. Gabriel Britt, President; Moses M. McKee, Secretary; James Kane and Jacob A. Livingston. Michael T. Daly, Chief Clerk.

Telephone, 2946 Bryant.

#### BOROUGH OFFICES.

Manhattan.

No. 112 West Forty-second street.

William C. Baxter, Chief Clerk.

Telephone, 2946 Bryant.

#### The Bronx.

No. 368 East One Hundred and Forty-eighth street.

John L. Burgoyne, Chief Clerk.

Telephone, 336 Melrose.

Nos. 435-445 Fulton St.

George Russell, Chief Clerk.

Telephone, 693 Main.

Queens.

Henry W. Sharkey, Chief Clerk, No. 64 Jackson avenue, Long Island City.

Telephone, 3375 Hunters Point.

Richmond.

Borough Hall, New Brighton, S. I.

Alexander M. Ross, Chief Clerk.

Telephone, 1000 Tompkinsville.

All offices open from 9 a. m. to 4 p. m. Saturdays, from 9 a. m. to 12 m.

BOARD OF ESTIMATE AND APPORTIONMENT.

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

## BOARD OF INEBRIETY.

Office, 300 Mulberry street, Manhattan.  
Telephone, 7116 Spring.  
Thomas J. Colton, President; Rev. William Morrison, John Dornin, M.D.; Rev. John J. Hughes; William Browning, M.D.; Michael J. Drummond, Commissioner of Public Charities; Patrick A. Whitney, Commissioner of Correction; Executive Secretary, Charles Samson.  
Office hours, 9 a.m. to 4 p.m.; Saturdays, 9 a.m. to 12 m.  
Board meets first Wednesday in each month, at 4 o'clock.

## BOARD OF PAROLE OF THE NEW YORK CITY REFORMATORY OF MISDEMEANANTS.

Office, No. 148 East Twentieth street.  
Patrick A. Whitney, Commissioner of Correction, President.  
John B. Mayo, Judge, Special Sessions, Manhattan.  
Robert J. Wilkin, Judge, Special Sessions Brooklyn.  
Frederick B. House, City Magistrate, First Division.  
Edward J. Dooley, City Magistrate, Second Division.  
Samuel B. Hamburger, John C. Heintz, Rosario Maggio; Richard E. Troy.  
Thomas R. Minnick, Secretary.  
Telephone, 1047 Gramercy.

## BOARD OF REVISION OF ASSESSMENTS.

William A. Prendergast, Comptroller.  
Archibald R. Watson, Corporation Counsel.  
Lawson Purdy, President of the Department of Taxes and Assessments.  
John Korb, Jr., Chief Clerk, Finance Department, No. 280 Broadway.  
Telephone, 1200 Worth.

## BOARD OF WATER SUPPLY.

Office, No. 165 Broadway.  
Charles Strauss, President; Charles N. Chadwick and John F. Galvin, Commissioners.  
Joseph P. Morrissey, Secretary.  
J. Waldo Smith, Chief Engineer.  
Office hours, 9 a.m. to 5 p.m.; Saturdays, 9 a.m. to 12 m.  
Telephone, 4310 Cortlandt.

## BUREAU OF THE CHAMBERLAIN.

Stewart Building, Chambers street and Broadway, Rooms 63 to 67.  
Robert R. Moore, Chamberlain.  
Henry J. Walsh, Deputy Chamberlain.  
Office hours, 9 a.m. to 5 p.m.  
Telephone, 4270 Worth.

## 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 McLaughlin, Clerk.  
Regular advertised meetings on Monday, Tuesday and Thursday of each week at 2 o'clock p.m.  
Office hours, 9 a.m. to 4 p.m.; Saturdays, 9 a.m. to 12 m.  
Telephone, 3254 Worth.

## CITY CLERK AND CLERK OF THE BOARD OF ALDERMEN.

City Hall, Rooms 11, 12; 10 a.m. to 4 p.m. Saturdays, 10 a.m. to 12 m.  
Telephone, 7560 Cortlandt.  
P. J. Scully, City Clerk and Clerk of the Board of Aldermen.  
Joseph F. Prendergast, First Deputy.  
James J. Hines, 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.  
William K. Walsh, Deputy City Clerk, Borough of Richmond.

## COMMISSIONERS OF ACCOUNTS.

Jeremiah T. Mahoney, Harry M. Rice, Commissioners.  
Rooms 114 and 115, Stewart Building, No. 280 Broadway, 9 a.m. to 5 p.m.; Saturdays, 9 a.m. to 12 m.  
Telephone, 4315 Worth.

## 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, 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; Adolph L. Kline, Acting 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.

Municipal Building, 18th floor.  
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, 380 Worth.

## DEPARTMENT OF CORRECTION.

CENTRAL OFFICE.  
No. 148 East Twentieth street. Office hours, from 9 a.m. to 5 p.m.; Saturdays, 9 a.m. to 12 m.  
Telephone, 1047 Gramercy.  
Patrick A. Whitney, Commissioner.  
William J. Wright, Deputy Commissioner.  
John B. Fitzgerald, Secretary.

## DEPARTMENT OF DOCKS AND FERRIES

Pier "A" N.R., Battery place.  
Telephone, 300 Rector.  
Robert A. C. Smith, Commissioner.  
Charles J. Farley, First Deputy Commissioner.  
Richard C. Harrison, Second Deputy Commissioner.  
Matthew J. Harrington, Secretary.  
Office hours, 9 a.m. to 5 p.m.; Saturdays, 9 a.m. to 12 m.

## DEPARTMENT OF EDUCATION.

BOARD OF EDUCATION.  
Park avenue and Fifty-ninth street, Borough of Manhattan, 9 a.m. to 5 p.m. (in August 9 a.m. to 4 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.

Rebe C. Bamberger (Mrs.), Joseph Baroness, Nicholas J. Barrett, Henry J. Bigham, Thomas W. Churchill, Joseph E. Cosgrove, Francis P. Cunnion, Thomas M. De Laney, Martha Lincoln Draper (Miss), Ernest F. Elert, Rev. James M. Farver, D.D., Alexander Ferris, George J. Gillespie, John Greene, Robert L. Harrison, Louis Haupt, M.D., Ella W. Kramer (Mrs.), Peter J. Lavelle, Olivia Leventritt (Miss), Isadore M. Levy, Alrick H. Man, John Martin, Robert E. McCafferty, Dennis J. McDonald, M.D.; 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 Sudman, Rupert B. Thomas, John R. Thompson, John Whalen, Ira S. Wise, M.D., Frank D. Wilsey, George W. Wingate, Egerton L. Winthrop, Jr., members of the Board.

Thomas W. Churchill, President.  
John Greene, Vice-President.  
A. Emerson Palmer, Secretary.

Fred H. Johnson, Assistant Secretary.  
C. B. J. Snyder, Superintendent of School Buildings.  
Patrick Jones, Superintendent of School Supplies.  
Henry R. M. Cook, Auditor.

Thomas A. Dillon, Chief Clerk.  
Henry M. Leipzig, Supervisor of Lectures.

Claude G. Leland, Superintendent of Librarians.

A. J. Maguire, Supervisor of Janitors.

## BOARD OF SUPERINTENDENTS.

William H. Maxwell, City Superintendent of Schools, and Andrew W. Edison, John H. Haaren, Clarence E. Meleney, Thomas S. O'Brien, Edward B. Shallow, Edward L. Stevens, Gustave Straubemüller, John H. Walsh, Associate City Superintendents.

## DISTRICT SUPERINTENDENTS.

Darwin L. Bardwell, William A. Campbell, John P. Conroy, John W. Davis, John Dwyer, James M. Edsall, William L. Ettinger, Cornelius E. Franklin, John Griffin, M.D., Henry W. Jameson, Henry E. Jenkins, Cecil A. Kidd, James Lee, Charles W. Lyon, James J. McCabe, Ruth E. McGraw (Mrs.), William J. O'Shea, Arthur C. Perry, Jr., Alfred T. Schaufel, Albert Shieh, Edgar Dubs Shimer, W. Stitt, Grace C. Strachan (Miss), Joseph S. Taylor, Benjamin Velt, Joseph H. Wade.

## BOARD OF EXAMINERS.

William H. Maxwell, City Superintendent of Schools, and James C. Byrnes, Walter L. Hervey, Jerome A. O'Connell, George J. Smith, Examiners.

## BOARD OF RETIREMENT.

Thomas W. Churchill, Abraham Stern, Arthur S. Somers, William H. Maxwell, Josephine E. Rogers, Mary A. Curtis, Lyman A. Best, Principal P. S. 171, Brooklyn, Secretary. Telephone, 4140 Cypress.

## DEPARTMENT OF FINANCE.

Stewart Building, Chambers street and Broadway, 9 a.m. to 5 p.m. (June, July and August, 9 a.m. to 4 p.m.); Saturdays, 9 a.m. to 12 m.

Telephone, 1200 Worth.

William A. Prendergast, Comptroller.  
Douglas Mathewson, Deputy Comptroller.

Edmund D. Fisher, Deputy Comptroller.

Hubert L. Smith, Assistant Deputy Comptroller.

George L. Tirrell, Secretary to the Department.

Thomas W. Hynes, Supervisor of Charitable Institutions.

Walter S. Wolfe, Chief Clerk.

## BUREAU OF AUDIT.

Charles S. Hervey, Chief Auditor of Accounts.

Room 29.

Harry York, Deputy Chief Auditor of Accounts.

Duncan MacInnes, Chief Accountant and Bookkeeper.

John J. Kelly, Auditor of Disbursements.

H. H. Rathen, Auditor of Receipts.

James J. Munro, Chief Inspector.

R. B. McIntyre, Examiner in Charge, Expert Accountants' Division.

LAW AND ADJUSTMENT DIVISION.

Albert E. Hadlock, Auditor of Accounts.

Room 185.

BUREAU OF MUNICIPAL INVESTIGATION AND STATISTICS.

Tilden Adamson, Supervising Statistician and Examiner.

Room 180.

STOCK AND BOND DIVISION.

James J. Sullivan, Chief Stock and Bond Clerk.

Room 85.

OFFICE OF THE CITY PAYMASTER.

No. 83 Chambers street and No. 65 Reade street.

John H. Timmerman, City Paymaster.

## DIVISION OF REAL ESTATE.

Charles A. O'Malley, Appraiser of Real Estate.

Room 103, No. 280 Broadway.

DIVISION OF AWARDS.

Joseph R. Kenny, Bookkeeper in Charge.

Rooms 155 and 157, No. 280 Broadway.

BUREAU FOR THE COLLECTION OF TAXES.

Borough of Manhattan—Stewart Building, Room O.

Frederick H. E. Ebstein, Receiver of Taxes.

John J. McDonough and Sylvester L. Malone, Deputy Receivers of Taxes.

Borough of The Bronx—Municipal Building, Third and Tremont avenues.

Edward H. Healy and John J. Knewitz, Deputy Receivers of Taxes.

Borough of Brooklyn—Municipal Building, Rooms 2-8.

Alfred J. Boultou and David E. Kemlo, Deputy Receivers of Taxes.

Borough of Queens—Municipal Building, Court House Square, Long Island City.

William A. Beadle and Thomas H. Green, Deputy Receivers of Taxes.

Borough of Richmond—Borough Hall, St. George, New Brighton.

John De Morgan and Edward J. Lovett, Deputy Receivers of Taxes.

BUREAU FOR THE COLLECTION OF ASSESSMENTS AND ARREARS.

Borough of Manhattan, Stewart Building Room E.

Daniel Moynahan, Collector of Assessments and Arrears.

George W. Wanmaker, Deputy Collector of Assessments and Arrears.

Borough of The Bronx—Municipal Building, Rooms 1-3.

Charles F. Bradbury, Deputy Collector of Assessments and Arrears.

Borough of Brooklyn—Mechanics' Bank Building, corner Court and Montague streets.

Theodore G. Christmas, Deputy Collector of Assessments and Arrears.

Borough of Queens—Municipal Building, Court House Square, Long Island City.

Peter L. Menninger, Deputy Collector of Assessments and Arrears.

Borough of Richmond—St. George, New Brighton.

Edward W. Berry, Deputy Collector of Assessments and Arrears.

BUREAU FOR THE COLLECTION OF CITY REVENUE AND OF MARKETS.

Stewart Building, Chambers street and Broadway, Room K.

Sydney H. Goodacre, Collector of City Revenue and Superintendent of Markets.

William Strohmeyer, Deputy Superintendent of Markets.

William A. Griffith, Deputy Collector of City Revenue.

## DEPARTMENT OF HEALTH.

Centre and Walker streets, Manhattan.

Office hours, 9 a.m. to 5 p.m.; Saturdays, 9 a.m. to 12 m.

Burial Permit and Contagious Disease Offices always open.

Telephone, 6280 Franklin.

Ernst J. Lederle, Ph.D., Commissioner of Health and President; Joseph J. O'Connell, M.D.; Rhine Waldo, Commissioner.

Eugene W. Scheffer, Secretary.

Herman M. Biggs, M.D., General Medical Officer.

Walter B. Bensel, M.D., Sanitary Superintendent.

William H. Guilfoy, M.D., Registrar of Records.

James McC. Miller, Chief Clerk.

Borough of Manhattan.

Alonzo Blauvelt, M.D., Assistant Sanitary Superintendent; George A. Roberts, Assistant Chief Clerk; Shirley W. Wynne, M.D., Assistant Registrar of Records.

Borough of The Bronx, No. 3731 Third avenue.

Marion B. McMillan, M.D., Assistant Sanitary Superintendent; Ambrose Lee, Jr., Assistant Chief Clerk; Arthur J. O'Leary, M.D., Assistant Registrar of Records.

Borough of Brooklyn, Flatbush avenue, Willoughby and Fleet streets.

Travers R. Maxfield, M.D., Assistant Sanitary Superintendent; Alfred T. Metcalfe, Assistant Chief Clerk; S. J. Byrne, M.D., Assistant Registrar of Records.

Borough of Queens, Nos. 372 and 374 Fulton street, Jamaica.

John H. Barry, M.D., Assistant Sanitary Superintendent; George R. Crowley, Assistant Chief Clerk; Robert Campbell, M.D., Assistant Registrar of Records.

Borough of Richmond, No. 514 Bay street, Stapleton, Staten Island.

Commissioners—Edward E. McCall, Chairman; Milo R. Maltbie, John E. Eustis, J. Sergeant Cram, George V. S. Williams, Counsel; George S. Coleman, Secretary, Travis H. Whitney. Telephone, 4150 Beckman.

**TENEMENT HOUSE DEPARTMENT.**

John J. Murphy, Commissioner, Manhattan Office, 44 East 23d street. Telephone, 5331 Gramercy. William H. Abbott, Jr., First Deputy Commissioner.

Brooklyn office (Boroughs of Brooklyn, Queens and Richmond), 503 Fulton street. Telephone, 3825 Main. Frank Mann, Second Deputy Commissioner.

Bronx office, 391 East 149th street. Telephone, 7107-7108 Melrose. William B. Calvert Superintendent.

Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

**BOROUGH OFFICES.**

**BOROUGH OF MANHATTAN.**

Office of the President, Nos. 14, 15 and 16 City Hall, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

George McAneny, President.

Leo Arnshtain, Secretary of the Borough.

Louis Graves, Secretary to the President.

Telephone, 6725 Cortlandt.

Edgar Victor Frothingham, Commissioner of Public Works.

W. R. Patterson, Assistant Commissioner of Public Works.

Henry Welles Durham, Chief Engineer in Charge of Highways.

Charles H. Graham, Chief Engineer in Charge of Sewers.

Julian B. Beaty, Superintendent of Public Buildings and Offices.

Telephone, 6700 Cortlandt.

Rudolph P. Miller, Superintendent of Buildings.

Telephone, 1375 Stuyvesant.

**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.

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.

Hugh Hall, Secretary to the President.

Samuel Brock, Secretary of the Borough.

Joseph Flanagan, Commissioner of Public Works.

G. Howland Leavitt, Superintendent of Highways.

John R. Higgins, Superintendent of Sewers.

John W. Moore, Superintendent of Buildings.

Daniel Ehnholt, Superintendent of Street Cleaning.

Francis X. Duer, Superintendent of Public Buildings and Offices. Office, Town Hall, Flushing, L. I.

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. Telephones, 1250 Tremont and 1402 Tremont.

Office hours, 8 a. m. to 12 p. m. every day.

Jacob Shongut, Jerome F. Healy.

Borough of Brooklyn—Office, 236 Duffield street, near Fulton street. Telephones, 4004 Main and 4005 Main.

Alexander J. Rooney, Edward Glinnen, Coroners.

Open at 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 at 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. July and August 9 a. m. to 2 p. m.

Thomas Allison, Commissioner.

Frederick P. Simpson, Assistant Commissioner.

Telephone, 241 Worth.

**COMMISSIONER OF RECORDS.**

Office, Hall of Records.

John F. Cowan, Commissioner.

James O. Farrell, Deputy Commissioner.

William Moores, Superintendent.

James J. Fleming, Jr., Secretary.

Telephone, 3900 Worth.

Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

During the months of July and August from 9 a. m. to 2 p. m.

**COUNTY CLERK.**

Nos. 5, 8, 9, 10 and 11 New County Court House. Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. During the month of July and August the hours are from 9 a. m. to 2 p. m., except on Saturdays.

William F. Schneider, County Clerk.

Charles E. Gehring, Deputy.

Wm. B. Selden, Second Deputy.

Herman W. Beyer, Superintendent of Indexing and Recording.

Telephone, 5388 Cortlandt.

**DISTRICT ATTORNEY.**

Building for Criminal Courts, Franklin and Centre streets.

Office hours from 9 a. m. to 5:15 p. m.; Saturdays, 9 a. m. to 12 m.

Charles S. Whitman, District Attorney.

Henry D. Sayer, Chief Clerk.

Telephone, 2304 Franklin.

**PUBLIC ADMINISTRATOR.**

No. 119 Nassau street, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

William M. Hoes, Public Administrator.

Telephone, 6378 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 opens from 9 a. m. to 4 p. m., except Saturday, when it closes at 12 m.

During the months of July and August, the hours are from 9 a. m. to 2 p. m.

John P. Cohalan and Robert Ludlow Fowler, Surrogates; William V. Leahy, Chief Clerk.

Bureau of Records: John F. Curry, Commissioner; Charles W. Culkin, Deputy Commissioner; Frank J. Scannell, Superintendent.

Telephone, 3900 Worth.

**KINGS COUNTY.**

**COMMISSIONER OF JURORS.**

Park Building, 381-387 Fulton street, Brooklyn.

Thomas R. Farrell, Commissioner.

Michael J. Trudell, Deputy Commissioner.

Office hours, from 9 a. m. to 4 p. m.; Saturdays, from 9 a. m. to 12 m.

Office hours during July and August, 9 a. m. to 2 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone, 1454 Main.

**COMMISSIONER OF RECORDS.**

Hall of Records.

Office hours, 9 a. m. to 4 p. m., excepting months of July and August, then 9 a. m. to 2 p. m.; Saturdays, 9 a. m. to 12 m.

Edmund O'Connor, Commissioner.

William P. 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.

Part I., Criminal Courts Building, Borough of Manhattan, John P. Hilly, Clerk. Telephone, 3083 Franklin.

Part II., 171 Atlantic avenue, Borough of Brooklyn, Joseph L. Kerrigan, Clerk. Telephone, 4280 Main.

Part III., Town Hall, Jamaica, Borough of Queens. This part is held on Tuesday of each week. H. S. Moran, Clerk. Telephone, 657 Jamaica.

Part IV., Borough Hall, St. George, Borough of Richmond. This part is held on Wednesday of each week. Robert Brown, Clerk. Telephone, 324 Tompkinsville.

#### CHILDREN'S COURT.

New York County—No. 66 Third avenue, Manhattan, Dennis A. Lambert, Clerk. Telephone, 1832 Stuyvesant.

Kings County—No. 102 Court street, Brooklyn. Joseph W. Duffy, Clerk. Telephone, 627 Main.

Queens County—No. 19 Hardenbrook avenue, Jamaica. Sydney Ollendorff, Clerk. This court is held on Monday and Thursday of each week. Telephone, 657 Jamaica.

Richmond County—Corn Exchange Bank Bldg., George, S. I. William J. Browne, Clerk. Court is held on Tuesday of each week. Telephone, 324 Tompkinsville.

#### CITY MAGISTRATES' COURT.

##### FIRST DIVISION

William McAdoo, Chief City Magistrate; Robert C. Cornell, Peter T. Barlow, Matthew P. Breen, Frederick B. House, Charles N. Harris, Arthur C. Butts, Joseph E. Corrigan, Paul Krotel, Henry W. Herbert, Charles W. Appleton, Daniel F. Murphy, John J. Freschi, Francis X. McQuade, John A. L. Campbell, Samuel D. Levy, Norman J. Marsh, Joseph M. Deuel, George M. S. Schulz, Thomas J. Nolan, City Magistrates.

Court open from 9 a. m. to 4 p. m.

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—Closed for Repairs.

Fifth District—One Hundred and Twenty-first street, southeastern corner of Sylvan place.

Sixth District—One Hundred and Sixty-second street and Washington avenue.

Seventh District—No. 314 West Fifty-fourth street.

Eighth District—Main street, Westchester.

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. Doolley, John Naumer, A. V. B. Voorhees, Jr., Alexander H. Geismar, John F. Hyland, Howard P. Nash, Charles J. Dodd, John C. McGuire, Louis H. Reynolds, John J. Walsh, Alfred E. Steers, City Magistrates.

Office of Chief Magistrate, 44 Court street, Rooms 209-214. Telephone, 7411 Main.

William F. Delaney, Chief Clerk.

Archibald J. McKinny, 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 (Cony 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 Fourth 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.

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

Thomas O'Connell, Clerk.

Frank Mangin, Deputy Clerk.

Location of Court—Merchants' Association Building, Nos. 54-60 Lafayette street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. July and August from 9 a. m. to 2 p. m.

Additional Part is held at southwest corner of Sixth avenue and Tenth street.

Telephone, 6030 Franklin.

Second District—The Second District embraces the territory bounded on the south by the centre line of Fifth street from the Bowery to Second avenue and on the south and east by the southerly and easterly boundaries of the said borough, on the north by the centre line of East Fourteenth street, on the west by the centre lines of Fourth street to Fourteenth street to Fifth street, Second avenue, Chrystie street, Division street and Catharine street.

Benjamin Hoffman, Leon Sanders, Thomas P. Dineen, Leonard A. Snitkin, Justices.

James J. Denin, 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 avenues, on the west by the westerly boundary of the said borough.

Thomas E. Murray, Thomas F. Noonan, Justices.

Michael Skelly, Clerk.

Location of Court—No. 314 West Fifty-fourth street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone number, 5450 Columbus.

Fourth District—The Fourth District embraces the territory bounded on the south by the centre line of East Fourteenth street, on the west by the centre line of Lexington avenue and by the centre line of Irving place, including its projection through Gramercy Park, on the north by the centre line of Fifty-ninth street, on the east by the easterly line of said borough; excluding, however, any portion of Blackwells Island.

Michael F. Blake, William J. Boyhan, Justices.

Abram Bernard, Clerk.

Location of Court—Part I. and Part II., No. 207 East Thirty-second street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.

Telephone, 4358 Murray Hill.

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. Seaman, William Young, Frederick Spiegelberg, Justices.

John H. Servis, Clerk.

Location of Court—Northwest 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 east by the centre line of One Hundred and Tenth street, on the north by the easterly boundary of said borough, including however, all of Blackwells Island and excluding any portion of Wards Island.

Jacob Marks, Solomon Oppenheimer, Justices.

John J. Dietz, Clerk.

Location of Court—Nos. 155 and 157 East 88th 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.

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 north of 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.

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.

Edgar J. Lauer, Frederick De Witt Wells, Frank D. Sturges, William C. Wilson, Justices.

Frank Bulkley, Clerk.

Location of Court—Southwest corner of Madison and Fifty-ninth street, Parts I. and II. Court opens at 9 a. m. Clerk's Office open daily from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. Trial days, Mondays, Tuesdays, Wednesdays, Thursdays and Fridays during July and August, 8.45 a. m. to 2 p. 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 Town of Westchester and part of the Towns of Pelham and Williamsbridge. Court room, Town Hall, No. 1400 Williamsbridge road, Westchester, New York City. Court open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.

Peter A. Shell, Justice.

Stephens 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. Clerk's Office open daily from 9 a. m. to 4 p. m.

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 Waverly avenue to Waverly avenue, thence along the centre line of Waverly avenue to Myrtle avenue; thence along the centre line of Myrtle avenue to Hudson avenue; thence along the centre line of Hudson avenue to Johnson street; thence along the centre line of Johnson street to Bridge street, and thence along the centre line of Bridge street to the point of beginning.

Lucien S. Bayliss and Stephen Callaghan, Justices.

William R. Fagan, Clerk.

Court House, No. 236 Duffield street.

Telephone, 6166 Main.

Seventh District—The Seventh District embraces the Twenty-sixth, Twenty-eighth and Thirty-second Wards.

Alexander S. Rosenthal and Edward A. Richards, Justices.

James P. Sinnott, Clerk.

Court House, corner Pennsylvania avenue and Fulton street (No. 31 Pennsylvania avenue).

Clerk's Office open from 8.45 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. Trial days, Mondays, Tuesdays, Wednesdays, Thursdays and Fridays during July and August, 8.45 a. m. to 2 p. m.

Telephones, 904 and 905 East New York.

Myrtle avenues, thence along the centre line of Myrtle avenue to Waverly avenue, thence along the center line of Waverly avenue to Park avenue, thence along the center line of Park avenue to Washington avenue, thence along the center line of Washington avenue to Flushing avenue, thence along the center line of Flushing avenue to North Portland avenue, thence along the center line of North Portland avenue to the point of beginning.

Court room, No. 495 Gates avenue.

John R. Farrar, George Freifeld, Justices.

John Hennigan, Jr., Clerk.

Clerk's Office open from 9 a. m. to 4 p. m.; Sundays and legal holidays excepted. Saturdays

2. FOR REGULATING AND REPAVING WITH SHEET ASPHALT—HEAVY TRAFFIC MIXTURE WITH PORTLAND CEMENT FILLER—with close binder on a concrete foundation, the roadway of 39th St., from west side Park Ave. to the east side of Broadway.

Engineer's estimate of the amount of work to be done:

7,530 square yards of sheet asphalt (heavy traffic mixture with Portland cement filler) including binder course.

70 square yards of sheet asphalt pavement (heavy traffic mixture with Portland cement filler) including binder course, on intersecting streets (no guarantee).

1,480 cubic yards of Portland cement concrete.

170 linear feet of granite platform flagging to be cut to line.

3,610 linear feet of new 5-inch bluestone curbstone, furnished and set.

900 linear feet of old bluestone curbstone, redressed, rejoined and reset.

10 cubic yards of filling.

10 cubic yards of earth excavation.

12 standard heads and covers, complete, for sewer manholes, furnished and set.

The time allowed for doing and completing the above work will be thirty (30) working days.

The amount of security required will be Six Thousand Dollars (\$6,000), and the amount of deposit accompanying the bid shall be five (5) per cent. of the amount of security.

The bidder must deposit with the Borough President on or before the time of making his bid, samples as required by the specifications.

3. FOR REGULATING AND REPAVING WITH SHEET ASPHALT—HEAVY TRAFFIC MIXTURE WITH PORTLAND CEMENT FILLER—with close binder on a concrete foundation, the roadway of 54th St., from west side Park Ave. to the east side of 6th Ave.

Engineer's estimate of the amount of work to be done:

6,100 square yards of sheet asphalt (heavy traffic mixture with Portland cement filler) including binder course.

10 square yards of sheet asphalt pavement (heavy traffic mixture with Portland cement filler) including binder course on intersecting streets (no guarantee).

1,200 cubic yards of Portland cement concrete.

2,900 linear feet of new 5-inch bluestone curbstone, furnished and set.

30 linear feet of new granite headerstone, furnished and set.

720 linear feet of old bluestone curbstone, redressed, rejoined and reset.

10 cubic yards of filling.

10 cubic yards of earth excavation.

11 standard heads and covers, complete, for sewer manholes, furnished and set.

The time allowed for doing and completing the above work will be twenty-five (25) working days.

The amount of security required will be Five Thousand Dollars (\$5,000), and the amount of deposit accompanying the bid shall be five (5) per cent. of the amount of security.

The bidder must deposit with the Borough President on or before the time of making his bid, samples as required by the specifications.

4. FOR REGULATING AND REPAVING WITH SHEET ASPHALT—HEAVY TRAFFIC MIXTURE WITH PORTLAND CEMENT FILLER—with close binder on a concrete foundation, the roadway of 55th St., from west side Park Ave. to the east side of 6th Ave.

Engineer's estimate of the amount of work to be done:

6,050 square yards of sheet asphalt (heavy traffic mixture with Portland cement filler) including binder course.

10 square yards of sheet asphalt pavement (heavy traffic mixture with Portland cement filler) including binder course, on intersecting streets (no guarantee).

1,190 cubic yards of Portland cement concrete.

2,900 linear feet of new 5-inch bluestone curbstone, furnished and set.

720 linear feet of old bluestone curbstone, redressed, rejoined and reset.

10 cubic yards of filling.

10 cubic yards of earth excavation.

10 standard heads and covers, complete, for sewer manholes, furnished and set.

The time allowed for doing and completing the above work will be twenty-five (25) working days.

The amount of security required will be Five Thousand Dollars (\$5,000), and the amount of deposit accompanying the bid shall be five (5) per cent. of the amount of security.

The bidder must deposit with the Borough President on or before the time of making his bid, samples as required by the specifications.

5. FOR REGULATING AND PAVING WITH SHEET ASPHALT—HEAVY TRAFFIC MIXTURE WITH PORTLAND CEMENT FILLER—with close binder on a concrete foundation, the roadway of 163d St., from west side Amsterdam Ave. to the east side of St. Nicholas Ave.

Engineer's estimate of the amount of work to be done:

650 square yards of sheet asphalt—heavy traffic mixture with Portland cement filler—including binder course.

120 cubic yards of Portland cement concrete.

30 linear feet of new granite headerstone, furnished and set.

30 linear feet of new 5-inch bluestone curbstone, furnished and set.

120 linear feet of old bluestone curbstone, redressed, rejoined and reset.

The time allowed for doing and completing the above work will be twenty (20) working days.

The amount of security required will be Four Hundred Dollars (\$400), and the amount of deposit accompanying the bid shall be five (5) per cent. of the amount of security.

The bidder must deposit with the Borough President on or before the time of making his bid, samples as required by the specifications.

6. FOR REGULATING AND PAVING WITH ASPHALT BLOCK PAVEMENT ON A CONCRETE FOUNDATION, THE ROADWAY OF 141st St., from west side Broadway to the east side River-Side Drive.

Engineer's estimate of the amount of work to be done:

1,890 square yards of asphalt block pavement.

330 cubic yards of Portland cement concrete, including mortar bed.

40 linear feet of new 5-inch bluestone curbstone, furnished and set.

160 linear feet of old bluestone curbstone, redressed, rejoined and reset.

30 linear feet of granite headerstone, furnished and set.

The time allowed for doing and completing the above work will be twenty-five (25) working days.

The amount of security required will be Two Thousand Dollars (\$2,000), and the amount of deposit accompanying the bid shall be five (5) per cent. of the amount of security.

The bidder must deposit with the Borough President on or before the time of making his bid, samples as required by the specifications.

7. FOR REGULATING AND PAVING WITH ASPHALT BLOCK PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF 169th St., from west curb line of Fort Washington Ave. to the east house line of Haven Ave.

Engineer's estimate of the amount of work to be done:

820 square yards of asphalt block pavement.

160 cubic yards of Portland cement concrete, including mortar bed.

100 linear feet of new 5-inch bluestone curbstone, furnished and set.

380 linear feet of old bluestone curbstone, redressed, rejoined and reset.

20 linear feet 6-inch granite curved curbstone, to be furnished and set.

30 linear feet of granite headerstone, to be furnished and set.

The time allowed for doing and completing the above work will be twenty (20) working days.

The amount of security required will be Seven Hundred Dollars (\$700), and the amount of deposit accompanying the bid shall be five (5) per cent. of the amount of security.

The bidder must deposit with the Borough President on or before the time of making his bid, samples as required by the specifications.

8. FOR REGULATING AND PAVING WITH ASPHALT BLOCK PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF 178th St., from west side Pinehurst Ave. to east side North-Ern Ave.

Engineer's estimate of the amount of work to be done:

680 square yards of asphalt block pavement.

130 cubic yards of Portland cement concrete, including mortar bed.

200 linear feet of new 5-inch bluestone curbstone, furnished and set.

200 linear feet of old bluestone curbstone, redressed, rejoined and reset.

The time allowed for doing and completing the above work will be twenty (20) working days.

The amount of security required will be Five Hundred Dollars (\$500), and the amount of deposit accompanying the bid shall be five (5) per cent. of the amount of security.

The bidder must deposit with the Borough President on or before the time of making his bid, samples as required by the specifications.

9. FOR REGULATING AND PAVING WITH SHEET ASPHALT—HEAVY TRAFFIC MIXTURE WITH PORTLAND CEMENT FILLER—with close binder on a concrete foundation, the roadway of 54th St., from west side Park Ave. to the east side of 6th Ave.

Engineer's estimate of the amount of work to be done:

6,100 square yards of sheet asphalt (heavy traffic mixture with Portland cement filler) including binder course.

10 square yards of sheet asphalt pavement (heavy traffic mixture with Portland cement filler) including binder course on intersecting streets (no guarantee).

1,200 cubic yards of Portland cement concrete.

2,900 linear feet of new 5-inch bluestone curbstone, furnished and set.

30 linear feet of new granite headerstone, furnished and set.

720 linear feet of old bluestone curbstone, redressed, rejoined and reset.

10 cubic yards of filling.

10 cubic yards of earth excavation.

11 standard heads and covers, complete, for sewer manholes, furnished and set.

The time allowed for doing and completing the above work will be twenty-five (25) working days.

The amount of security required will be Five Thousand Dollars (\$5,000), and the amount of deposit accompanying the bid shall be five (5) per cent. of the amount of security.

The bidder must deposit with the Borough President on or before the time of making his bid, samples as required by the specifications.

10. FOR REGULATING AND PAVING WITH SHEET ASPHALT—HEAVY TRAFFIC MIXTURE WITH PORTLAND CEMENT FILLER—with close binder on a concrete foundation, the roadway of 55th St., from west side Park Ave. to the east side of 6th Ave.

Engineer's estimate of the amount of work to be done:

6,050 square yards of sheet asphalt (heavy traffic mixture with Portland cement filler) including binder course.

10 square yards of sheet asphalt pavement (heavy traffic mixture with Portland cement filler) including binder course, on intersecting streets (no guarantee).

1,190 cubic yards of Portland cement concrete.

2,900 linear feet of new 5-inch bluestone curbstone, furnished and set.

720 linear feet of old bluestone curbstone, redressed, rejoined and reset.

10 cubic yards of filling.

10 cubic yards of earth excavation.

10 standard heads and covers, complete, for sewer manholes, furnished and set.

The time allowed for doing and completing the above work will be twenty-five (25) working days.

The amount of security required will be Five Thousand Dollars (\$5,000), and the amount of deposit accompanying the bid shall be five (5) per cent. of the amount of security.

The bidder must deposit with the Borough President on or before the time of making his bid, samples as required by the specifications.

11. FOR REGULATING AND PAVING WITH SHEET ASPHALT—HEAVY TRAFFIC MIXTURE WITH PORTLAND CEMENT FILLER—with close binder on a concrete foundation, the roadway of 139th St., from west side Riverside Drive between 158th and 160th Sts. and in 160th St. between Riverside Drive and Fort Washington Ave.

Engineer's estimate of the amount of work to be done:

175 linear feet 15-inch pipe sewer, class 1, complete.

7 linear feet 15-inch pipe sewer, class 2, complete.

1,123 linear feet, 12-inch pipe sewer, class 1, complete.

29 linear feet, 12-inch pipe sewer, class 2, complete.

120 linear feet 12-inch pipe culvert.

147 6-inch spurs for house connections.

14 manholes, complete.

1 dropwell manhole, complete.

5 receiving basins, complete, with bluestone head.

1,550 cubic yards rock.

1,500 feet B. M. timber and planking for bracing and sheeting.

The time allowed for constructing and completing receiving basins and appurtenances will be twenty (20) consecutive working days.

The amount of security required is Three Hundred Dollars (\$300), and the amount of deposit accompanying the bid shall be five (5) per cent. of the amount of security.

The bidder must deposit with the Borough President on or before the time of making his bid, samples as required by the specifications.

12. FOR REGULATING AND PAVING WITH SHEET ASPHALT—HEAVY TRAFFIC MIXTURE WITH PORTLAND CEMENT FILLER—with close binder on a concrete foundation, the roadway of 137 to 143 E. 22d St., between Riverside Drive and Broadway.

Engineer's estimate of the amount of work to be done:

70 linear feet 6-inch pipe sewer.

5 manholes, complete.

2440 B. M. timber and planking for bracing and sheeting.

The time allowed for constructing and completing alteration and improvement to sewer and appurtenances will be one hundred (100) consecutive working days.

The amount of security required is Five Thousand Dollars (\$5,000), and the amount of deposit accompanying the bid shall be five (5) per cent. of the amount of security.

The bidder must deposit with the Borough President on or before the time of making his bid, samples as required by the specifications.

13. FOR SEWER AND APPURTENANCES ON THE NORTHERN SIDE OF RIVERSIDE DRIVE BETWEEN 139th AND 142d STS.

Engineer's estimate of the amount of work to be done:

175 linear feet 15-inch pipe sewer.

17 linear feet 15-inch pipe sewer, class 2, complete.

80 linear feet 15-inch pipe sewer, class 3, complete.

35 linear feet 15-inch pipe sewer,



BRIDLE ROAD OF OCEAN PARKWAY, BETWEEN CONEY ISLAND CREEK AND NEPTUNE AVE., BOROUGH OF BROOKLYN.  
The amount of security required is Four Hundred Dollars (\$400).

The time allowed to complete the work will be twenty (20) consecutive working days.

Certified check or cash in the sum of Twenty Dollars (\$20) must accompany bid.

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.

jy5,17

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

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE., AND 64TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.  
SEALED BIDS OR ESTIMATES WILL BE received by the Park Board at the above office of the Department of Parks until 3 o'clock p.m., on

THURSDAY, JULY 31, 1913.

Borough of Brooklyn,  
FOR FURNISHING AND DELIVERING FLOWERING BULBS TO THE GREEN-HOUSES, PROSPECT PARK, BOROUGH OF BROOKLYN.

The time allowed for the completion of this contract will be until November 15, 1913.

No bond will be required with the bid, as heretofore, but will be required on awarding of the contract in an amount equal to thirty (30) per cent. of the contract.

A certified check or cash in the sum of one and one-half (1 1/2) per cent. of the total amount of estimate must accompany bid.

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.

jy1,31

*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, JULY 10, 1913.

Borough of Manhattan,  
FOR PAVING THE ROADWAY WITH ASPHALTIC CONCRETE UPON A CEMENT CONCRETE FOUNDATION, SETTING CEMENT CURB, AND OTHERWISE IMPROVING RIVERSIDE DRIVE, BETWEEN 72D AND 94TH STS.

The time allowed for the completion of the whole work will be seventy-five consecutive working days.

The amount of security required is Forty-five Thousand Dollars (\$45,000).

Certified check or cash in the sum of Two Thousand Two Hundred Fifty Dollars (\$2,250) must accompany bid.

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

Blank forms may be obtained and plans may be seen at the office of the Department of Parks, Arsenal, Central Park, 64th st. and 5th ave., Borough of Manhattan, New York City.

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

jy8,10

*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, JULY 10, 1913.

Borough of The Bronx,  
FOR FURNISHING AND DELIVERING FORAGE NO. 2, 1913, FOR DEPARTMENT OF PARKS, BOROUGH OF THE BRONX.

The time allowed for the completion of this contract will be one hundred and seventy (170) calendar days.

The amount of security required is thirty (30) per cent. of the amount for which the contract is awarded.

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

Submit bid in duplicate.

Blank forms may be obtained at the office of the Department of Parks, Zbrowski Mansion, Claremont Park, Borough of The Bronx, upon personal application, or by mail when request is accompanied by ten cents in stamps to pay postage.

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

jy7,10

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

## BOROUGH OF QUEENS.

### Proposals.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF QUEENS, THIRD FLOOR OF THE BOROUGH HALL, 5TH ST. AND JACKSON AVE., LONG ISLAND CITY, BOROUGH OF QUEENS, CITY OF NEW YORK.  
SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Queens at the above office until 11 a.m., on

WEDNESDAY, JULY 16, 1913.

No. 1. FOR REGULATING, GRADING AND LAYING CEMENT SIDEWALKS (WHERE NOT ALREADY LAID TO GRADE AND IN GOOD CONDITION) IN FILLMORE (PRO-METCHA) AVE., FROM JUNCTION AVE. TO 48TH (GRANT) ST., AND ALL WORK INCIDENTAL THERETO, 2D WARD.

The time allowed for doing and completing the above work will be forty (40) working days.

The amount of security required will be One Thousand Five Hundred Dollars (\$1,500).

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

1,500 cubic yards of earth excavation.  
21,420 square feet of cement sidewalk and one (1) year maintenance.

80 cubic yards of broken stone in crosswalks.

No. 2. FOR LAYING SIDEWALKS AROUND JAMAICA TOWN HALL, 4TH WARD, AND ALL WORK INCIDENTAL THERETO.

The time allowed for doing and completing the above work will be forty (40) working days.

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

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

115 cubic yards of earth excavation.

500 linear feet of cement steps.

5,200 square feet of cement sidewalk and one (1) year maintenance.

8 cubic yards of concrete.

60 linear feet of stone coping reset.

60 linear feet of iron fence reset.

No. 3. FOR COMPLETING AN ABANDONED CONTRACT EXECUTED BY THE NEWTON PAVING COMPANY ON MARCH 18, 1912, FOR REGULATING, GRADING AND REPAVING WITH ASPHALTIC CONCRETE, WARRENITE OR AMIESITE PAVEMENT ON A MACADAM FOUNDATION, AND ALL WORK INCIDENTAL THERETO, IN SHELL ROAD, FROM THOMSON AVE. TO JACKSON AVE., 2D WARD.

The time allowed for doing and completing the above work will be forty-five (45) working days.

The amount of security required will be Six Thousand Dollars (\$6,000).

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

5,500 square yards bituminous concrete on prepared macadam foundation laid outside of the railroad franchise area and five (5) years maintenance.

500 square yards of stone block gutters rehauled.  
200 square yards of stone block gutters furnished and laid.

Maintenance on pavement laid in 1912.

Bidders are required to state in their bids a price for maintaining approximately 24,200 square yards of asphaltic concrete pavement, laid by the Newton Paving Company, for a period of five (5) years.

No. 4. FOR REGULATING, CURBING AND LAYING SIDEWALKS AND CROSSWALKS, TOGETHER WITH ALL WORK INCIDENTAL THERETO, IN SUNSWICK ST., FROM N. JANE ST. TO PAYNTAR AVE., 1ST WARD.

The time allowed for doing and completing the above work will be sixty (60) working days.

The amount of security required will be Two Thousand Dollars (\$2,000).

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

2,300 linear feet of new bluestone curb.

11,300 square feet of new flagstone sidewalk.

300 square feet of new crosswalks.

The bidder must state the price of each item or article contained in the specifications or schedule herein contained or hereinafter annexed, per square yard, linear foot 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 a total.

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

Blank forms may be obtained and the plans or drawings may be seen at the office of the President of the Borough of Queens.

Dated Long Island City, New York, July 3, 1913.

MAURICE E. CONNOLLY, President.

510 linear feet 6-inch vitrified salt-glazed sewer pipe for house connections.

4 manholes, complete.

20 cubic yards of rock excavated and removed.

The time allowed for completing the above work will be twenty (20) working days.

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

No. 5. FOR CONSTRUCTING SEWER AND APPURTENANCES IN PIERCE AVE., FROM 3D AVE. TO 4TH AVE., 1ST WARD.

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

210 linear feet 12-inch vitrified salt-glazed pipe sewer.

220 linear feet 6-inch vitrified salt-glazed sewer pipe for house connections.

2 manholes, complete.

The time allowed for completing the above work will be ten (10) working days.

The amount of security required will be Three Hundred Dollars (\$300).

No. 6. FOR CONSTRUCTING RECEIVING BASIN AND APPURTENANCES ON THE NORTHWEST CORNER OF WASHINGTON AVE. AND 7TH AVE., 1ST WARD.

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

40 linear feet 12-inch vitrified salt-glazed culvert pipe.

1 receiving basin.

The time allowed for completing the above work will be forty-five (45) working days.

The amount of security required will be Six Thousand Dollars (\$6,000).

No. 7. FOR CONSTRUCTING SEWER AND APPURTENANCES IN FRANCONIA AVE., FROM 17TH ST. TO CROWN 210 FEET EAST OF CENTRAL AVE.; 16TH ST., FROM FRANCONIA AVE. TO HAWTHORNE ST., AND IN HAWTHORNE ST., FROM 16TH ST. TO CROWN 360 FEET EAST OF CENTRAL AVE., INGLESIDE, 3D WARD.

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

1,150 linear feet 12-inch vitrified salt-glazed pipe sewer.

296 linear feet 24-inch vitrified salt-glazed pipe sewer.

60 linear feet 12-inch vitrified salt-glazed culvert pipe.

1,100 linear feet 6-inch vitrified salt-glazed sewer pipe for house connections.

11 manholes, complete.

2 receiving basins, complete.

30,000 feet, board measure, timber for bracing and sheet piling.

The time allowed for completing the above work will be sixty (60) working days.

The amount of security required will be Seven Hundred Dollars (\$750).

No. 8. FOR CONSTRUCTING SEWER AND APPURTENANCES IN BEAUFORT AVE., FROM FREEDOM AVE. TO HATCH AVE.; HATCH AVE., FROM BEAUFORT AVE. TO JEROME AVE.; THEDFORD AVE., FROM BEAUFORT AVE. TO SHATTUCK AVE., FROM HATCH AVE. TO THEDFORD AVE., 4TH WARD.

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

813 linear feet 7-foot reinforced concrete sewer, including underpinning of Long Island Railroad tracks.

1,256 linear feet 12-inch vitrified salt-glazed pipe sewer.

220 linear feet 18-inch vitrified salt-glazed pipe sewer.

22 linear feet 24-inch vitrified salt-glazed pipe sewer.

130 linear feet 12-inch vitrified salt-glazed culvert pipe.

12 risers for house connections.

1 cleaning shaft, complete.

18 manholes, complete.

5 receiving basins, complete.

5,000 feet, board measure, timber for foundation, furnished and laid.

2,000 feet, board measure, timber for bracing and sheet piling.

The time allowed for completing the above work will be one hundred (100) working days.

The amount of security required will be Ten Thousand Dollars (\$10,000).

No. 9. FOR CONSTRUCTING SEWER AND APPURTENANCES IN CHICHESTER AVE., FROM GREENWOOD AVE. TO LEFFERTS AVE.; CEDAR AVE., FROM CHICHESTER AVE. TO THE CROWN ABOUT 215 FEET SOUTH OF ATLANTIC AVE.; HAMILTON AVE., FROM CHICHESTER AVE. TO ATLANTIC AVE.; WALNUT ST., FROM CHICHESTER AVE. TO ATLANTIC AVE.; BRIGGS AVE., FROM CHICHESTER AVE. TO ATLANTIC AVE., 4TH WARD.

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

478 linear feet 2-foot 6-inch concrete sewer.

3,167 linear feet 12-inch vitrified salt-glazed pipe sewer.

245 linear feet 24-inch vitrified salt-gl

printed form of contract and the contract drawings are to be deemed a part of this invitation.

The Commission is informed by the Department of Docks and Ferries that docks and bulkheads along the East River or along the North River may be available for dumping purposes. Information in regard thereto may be obtained by any intending bidder upon inquiry at the office of the Department of Docks and Ferries, with whom all arrangements must be made with respect to utilizing such docks and bulkheads as may be available.

Partial payments to the contractor will be made monthly as the work proceeds, as provided in the form of contract.

The contractor will be required to complete the work as soon as practicable and within a period of thirty-six (36) months from the date of the delivery of this contract.

Sealed bids or proposals will be received at the office of the Commission at No. 154 Nassau street, Borough of Manhattan, City of New York, until the 22d day of July, 1913, at twelve fifteen (12:15) o'clock p.m., at which time, or at a later date to be fixed by the Commission, the proposals will be publicly opened.

Proposals must be in the form prescribed by the Commission, copies of which may be obtained at the office of the Commission.

A statement based upon estimate of the Engineer of the quantities of the various classes of work and of the nature and extent, as near as practicable, of the work required is to be found in the schedule forming a part of the form of contractor's proposal. The quantities given in such schedule are approximate only, being given as a basis for the uniform comparison of bids, and no claim is to be made against the City on account of any excess or deficiency, absolute or relative, in the same, except as provided in the specifications and form of contract.

All proposals must, when submitted, be enclosed in a sealed envelope endorsed "Proposal for Constructing Part of Rapid Transit Railroad—Routes Nos. 4 and 36, Section No. 1," and must be delivered to the Commission or its Secretary; and in the presence of the person submitting the proposal, it will be deposited in a sealed box in which all proposals will be deposited. No proposal will be received or deposited unless accompanied by a separate certified check drawn upon a national or state bank or trust company having its principal office in the City of New York, satisfactory to the Commission and payable to the order of the Comptroller of The City of New York for the sum of Fifteen Thousand Dollars (\$15,000). Such check must not be enclosed in the envelope containing the proposal.

The unit prices must not be improperly balanced, and any bid which the Commission considers detrimental to the City's interests may be rejected.

No proposal, after it shall have been deposited with the Commission, will be allowed to be withdrawn for any reason whatever.

The award of the contract will be made by the Commission as soon as practicable after the opening of the proposals.

Bidders whose proposals are otherwise satisfactory, in case the sureties or securities named by them are not approved by the Commission, may substitute in their proposals the names of other sureties or securities approved by the Commission, but such substitution must be made within five (5) days after notice of disapproval, unless such period is extended by the Commission.

A bidder whose proposal shall be accepted shall, in person or by duly authorized representative, attend at the said office of the Commission within ten days after the delivery of a notice by the Commission that his proposal is accepted and that the contract is consented to by the Board of Estimate and Apportionment, and such bidder shall then deliver a contract in the form referred to, duly executed and with its execution duly proved.

At the time of the delivery of the contract the contractor will be required to furnish security to the City by giving a bond for seventy-five thousand dollars (\$75,000). At the option of the successful bidder cash or approved securities may be deposited instead of giving a bond. If securities are deposited in place of a bond under this contract, they must be of the character of securities in which savings banks may invest their funds, and must be approved by the Commission.

The contractor's bond must be in the form annexed to the form of contract.

In addition and as further security fifteen (15) per centum of the amounts certified from time to time to be due to the contractor will be deducted until the amounts so deducted and retained shall equal ten (10) per centum of the sum of the amounts resulting from the product of the estimated approximate quantities and the unit prices as contained in the schedule of unit prices in the contractor's proposal. Thereafter there shall be so deducted and retained for such purpose ten (10) per centum of the amounts certified from time to time to be due to the contractor. The contractor may from time to time withdraw portions of the amounts so retained upon depositing in lieu thereof corporate stock of The City of New York equal in market value to the amount so withdrawn.

In case of failure or neglect to execute and deliver the contract or to execute and deliver the required bond or to make the required deposit, such bidder will, at the option of the Commission, be deemed either to have made the contract or to have abandoned the contract. In the latter case, the Commission will give notice thereof to such defaulting bidder, and the Commission may thereupon proceed to make another contract with such, if any, of the original bidders, as, in the opinion of the Commission, it will be to the best interests of the City to contract with, or may by new advertisement invite further proposals. The defaulting bidder shall thereupon be liable to the City for all loss and damage by it sustained, including the excess, if any, of the amount it shall pay any other contractor over the amount of the bid of such defaulting bidder.

If the Commission shall give notice to any bidder that his or its proposal is accepted and that the contract is consented to by the Board of Estimate and Apportionment, and if the bidder shall fail within ten days thereafter or within such further period, if any, as may be prescribed by the Commission, to execute and deliver the contract and to execute and deliver the bond with sureties, or to make the required deposit, then the invitation to contractors and proposal accepted as aforesaid shall be a contract binding the bidder to pay to the City the damage by it sustained by reason of such failure, and in such case the bidder shall, by the terms of the proposal, absolutely assign to the City the ownership of the check accompanying his or its proposal as a payment on account of such damages.

All such deposits made by bidders whose proposals shall not be accepted by the Commission will be returned to the person or persons making the same within five days after the contract shall be executed and delivered. The deposit of the successful bidder will be returned when the contract is executed and its provisions in respect of the bond or deposit are complied with.

The right to reject any and all bids is reserved.

New York, July 1, 1913.  
PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,

By EDWARD E. McCALL, Chairman.

TRAVIS H. WHITNEY, Secretary.

July 22

## BOROUGH OF BROOKLYN

### Proposals.

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 THE BOROUGH OF BROOKLYN, AT THE ABOVE OFFICE, UNTIL 11 O'CLOCK A.M., ON

WEDNESDAY, JULY 16, 1913.

1. FOR REGULATING AND REPAVING WITH WOOD BLOCK PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF ATLANTIC AVE., AT THE INTERSECTIONS OF HOYT ST., BOND ST. AND NEVINS ST.

The Engineer's estimate is as follows:  
885 square yards wood block pavement outside railroad area (5 years maintenance).  
80 square yards wood block pavement within railroad area (no maintenance).  
125 cubic yards concrete outside railroad area.  
10 cubic yards concrete within railroad area.  
310 linear feet granite heading stones set in concrete.

Time allowed, thirty (30) working days.  
Security required, Fifteen Hundred Dollars (\$1,500).

2. FOR REGULATING AND PAVING WITH PRELIMINARY ASPHALT PAVEMENT ON A 4-INCH CONCRETE FOUNDATION THE ROADWAY OF BARBEY ST., FROM BELMONT AVE. TO LIVONIA AVE.

The Engineer's estimate is as follows:  
5,470 square yards asphalt pavement (5 years maintenance).

610 cubic yards concrete.

95 linear feet bluestone heading stones set in concrete.

1,065 cubic yards excavation to subgrade.

Time allowed, thirty (30) working days.

Security required, Four Thousand Dollars (\$4,000).

3. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON BELMONT AVE., FROM PENNSYLVANIA AVE. TO WYONA ST.

The Engineer's estimate is as follows:

20 linear feet old curbstone reset in concrete.

1,410 cubic yards excavation.

1,310 linear feet cement curb (1 year maintenance).

6,320 square feet cement sidewalks (1 year maintenance).

1 sewer basin rebuilt.

Time allowed, thirty (30) working days.

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

4. FOR REGULATING AND PAVING WITH PRELIMINARY ASPHALT PAVEMENT ON A 4-INCH CONCRETE FOUNDATION THE ROADWAY OF BEVERLY ROAD, FROM NOSTRAND AVE. TO NEW YORK AVE.

The Engineer's estimate is as follows:

3,170 square yards asphalt pavement (5 years maintenance).

350 cubic yards concrete.

45 linear feet bluestone heading stones set in concrete.

615 cubic yards excavation to subgrade.

Time allowed, thirty (30) working days.

Security required, Twenty-one Hundred Dollars (\$2,100).

5. FOR REGULATING AND REPAVING WITH PERMANENT ASPHALT PAVEMENT ON A 6-INCH CONCRETE FOUNDATION THE ROADWAYS OF BRADFORD ST., FROM PITKIN AVE. TO DUMONT AVE.; WYONA ST., FROM PITKIN AVE. TO SUTTER AVE., AND FROM BLAKE AVE. TO DUMONT AVE., AND NEW JERSEY AVE., FROM A LINE 80 FEET SOUTH OF BELMONT AVE. TO NEW LOTS AVE.

The Engineer's estimate is as follows:

20,240 square yards asphalt pavement (5 years maintenance).

40 square yards old stone pavement (to be replaced).

3,375 cubic yards concrete.

10,240 linear feet new curbstone set in concrete.

1,840 linear feet old curbstone reset in concrete.

195 linear feet bluestone heading stones set in concrete.

Time allowed, fifty (50) working days.

Security required, Nineteen Thousand Dollars (\$19,000).

6. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON E. 2D ST., FROM AVENUE I TO 22D AVE.

The Engineer's estimate is as follows:

270 cubic yards excavation.

110 cubic yards fill (not to be bid for).

2,830 linear feet cement curb (1 year maintenance).

5,640 square feet cement sidewalks (1 year maintenance).

1 sewer basin rebuilt.

Time allowed, thirty (30) working days.

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

7. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON E. 29TH ST., FROM CLARENCE ROAD TO CANARIE LANE.

The Engineer's estimate is as follows:

10 linear feet old curbstone reset in concrete.

400 cubic yards excavation.

120 cubic yards fill (not to be bid for).

850 linear feet cement curb (1 year maintenance).

4,000 square feet cement sidewalks (1 year maintenance).

Time allowed, twenty-five (25) working days.

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

8. FOR REGULATING, GRADING, CURBING, LAYING SIDEWALKS AND PAVING WITH A PRELIMINARY PAVEMENT OF SECOND-HAND GRANITE ON A SAND FOUNDATION THE ROADWAY OF ECKFORD ST., FROM ENGERT AVE. TO MANHATTAN AVE.

The Engineer's estimate is as follows:

1,107 square yards second-hand granite pavement with sand joints (1 year maintenance).

670 linear feet new curbstone set in concrete.

40 linear feet old curbstone reset in concrete.

1,250 cubic yards excavation.

3,320 square feet cement sidewalks (1 year maintenance).

Time allowed, thirty (30) working days.

Security required, Eleven Hundred Dollars (\$1,100).

9. FOR REGULATING, GRADING, CURBING, LAYING SIDEWALKS AND PAVING WITH A PRELIMINARY ASPHALT PAVEMENT ON A 5-INCH CONCRETE FOUNDATION THE ROADWAY OF JOHNSON ST., FROM CONEY ISLAND AVE. TO E. 7TH ST.

The Engineer's estimate is as follows:

2,200 square yards asphalt pavement (5 years maintenance).

95 cubic yards concrete.

95 linear feet bluestone heading stones set in concrete.

490 cubic yards excavation to subgrade.

40 linear feet cement curb (1 year maintenance).

Time allowed, thirty (30) working days.

Security required, Sixteen Hundred Dollars (\$1,600).

10. FOR GRADING THE SIDEWALK SPACE AND LAYING SIDEWALKS ON THE

SOUTH SIDE OF LINCOLN PLACE, FROM ALBANY AVE. TO TROY AVE.

The Engineer's estimate is as follows:  
40 cubic yards excavation.  
2,275 square feet cement sidewalks (1 year maintenance).

Time allowed, fifteen (15) working days.  
Security required, Two Hundred Dollars (\$200).

11. FOR REGULATING AND PAVING WITH PRELIMINARY ASPHALT PAVEMENT ON A 4-INCH CONCRETE FOUNDATION THE ROADWAY OF POWELL ST., FROM LIVONIA AVE. TO RIVERDALE AVE.

The Engineer's estimate is as follows:  
1,715 square yards asphalt pavement (5 years maintenance).

190 cubic yards concrete.

335 cubic yards excavation to subgrade.

Time allowed, thirty (30) working days.

Security required, Twelve Hundred Dollars (\$1,200).

12. FOR REGULATING AND PAVING WITH PERMANENT ASPHALT PAVEMENT ON A 6-INCH CONCRETE FOUNDATION THE ROADWAY OF 16TH AVE., FROM WEST ST. TO 44TH ST.

The Engineer's estimate is as follows:  
1,260 cubic yards excavation to subgrade.

Time allowed, thirty (30) working days.

Security required, Four Thousand Dollars (\$4,000).

13. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON 3D ST., FROM 18TH AVE. TO FOSTER AVE.

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

360 cubic yards excavation.

170 cubic yards fill (not to be bid for).

1,830 linear feet cement curb (1 year maintenance).

8,540 square feet cement sidewalks (1 year maintenance).

4 sewer basins rebuilt.

Time allowed, thirty (30) working days.

Security required, Four Thousand Dollars (\$4,000).

14. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON 4TH ST., FROM 16TH AVE. TO WEST ST.

The Engineer's estimate is as follows:  
320 cubic yards excavation.

## CONSTRUCTING A SEWER IN DUMONT AVE., BETWEEN AMES ST. AND SARATOGA AVE.

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

No. 1. 271 linear feet of 18-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$2.70 . . . . .

No. 2. 215 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances: per linear foot, \$1.75 . . . . .

No. 3. 366 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, 85 cents . . . . .

No. 4. 5 manholes, complete with iron heads and covers, including all incidentals and appurtenances; per manhole, \$50 . . . . .

No. 5. One sewer basin, complete, of either standard design, with iron pans or grating, iron basin hood and connecting culvert, including all incidentals and appurtenances; per basin, \$120 . . . . .

\$731 70

376 25

311 10

250 00

120 00

\$1,789 05

The time allowed for the completion of the work and full performance of the contract will be thirty (30) working days.

The amount of security required will be Nine Hundred Dollars (\$900).

No. 5. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN NEWTON ST., BETWEEN MANHATTAN AND GRAHAM AVES., WITH AN OUTLET SEWER IN MANHATTAN AVE., BETWEEN NEWTON AND ECKFORD STS.

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

No. 1. 92 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$2.90 . . . . .

No. 2. 338 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$1.55 . . . . .

No. 3. 330 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, 80 cents . . . . .

No. 4. 4 manholes, complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, \$50 . . . . .

No. 5. 5,000 feet, board measure, of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per thousand feet, board measure, \$18 . . . . .

\$1,344 70

The time allowed for the completion of the work and full performance of the contract will be thirty (30) working days.

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

No. 6. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR CONSTRUCTING A SEWER IN FORT HAMILTON PARKWAY, EAST SIDE, FROM 42D ST. TO 43D ST.

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

No. 1. 34 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$2.15 . . . . .

No. 2. 189 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$1.85 . . . . .

No. 3. 100 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, 95 cents . . . . .

No. 4. 3 manholes, complete with iron heads and covers, including all incidentals and appurtenances; per manhole, \$50 . . . . .

No. 5. 9,000 feet, board measure, of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per thousand feet, board measure, \$18 . . . . .

\$829 75

The time allowed for the completion of the work and full performance of the contract will be twenty-five (25) working days.

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

The foregoing Engineer's preliminary estimate of the total cost for the completed work is to be taken as the 100 per cent. basis and test for bidding. Proposals shall each state a single percentage of such 100 per cent. (such as 95 per cent., 100 per cent. or 105 per cent.), for which all materials and work called for in the proposed contract and the notices to bidders are to be furnished to the City. Such percentage as bid for this contract shall apply to all unit items specified in the Engineer's preliminary estimate to an amount necessary to complete the work described in the contract.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Bureau of Sewers, 215 Montague st., Borough of Brooklyn.

ALFRED E. STEERS, President. j26jy9

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

## DEPARTMENT OF FINANCE.

## Confirmation of Assessments.

## 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:

## SEVENTH AND NINTH WARDS, SECTIONS 4 AND 7.

GRAND AVENUE—SEWER, from a point about 140 feet north of Putnam ave. to Greene ave. Area of assessment affects Blocks Nos. 1125, 1126, 1124, 1132, 1133, 1134, 1140, 1141, 1142, 1147, 1148, 1149, 1154, 1155, 1156, 1161, 1162, 1163, 1166, 1167, 1168, 1174, 1175, 1176, 1177, 1178, 1179, 1173, 1180, 1181, 1183, 1184, 1185, 1186, 1965, 1966, 1967, 1969, 1970, 1973, 1972, 1981, 1982, 1983, 1984, 1991, 2014, 2015, 2018 and 2019.

## EIGHTH WARD, SECTION 3.

56TH STREET—GRADING LOT, southwest side, between 7th and 8th aves. Area of assessment affects Lot 21, Block 842.

TWENTY-FOURTH WARD, SECTION 5. GRADING LOTS, south side of ST. MARKS AVENUE, between Howard and Saratoga aves.; east side of HOWARD AVENUE, between Prospect place and St. Marks ave. Area of assessment affects Block No. 1458.

TWENTY-NINTH WARD, SECTION 12. UNION STREET—REGULATING, GRADING, CURING AND FLAGGING, between

East New York ave. and E. 98th st. Area of assessment: Both sides of Union st., from East New York ave. to E. 98th st., and to the extent of half the block at the intersecting streets.

TWENTY-NINTH WARD, SECTION 16. SEWER in EAST 2D STREET, between Avenues B and C, and between Avenues C and D; and in AVENUE C, from Gravesend ave. to E. 3d st. Area of assessment affects Blocks Nos. 5353, 5354, 5370 and 5371.

TWENTY-NINTH WARD, SECTION 16. SEWER in CONEY ISLAND AVENUE, between Terrace place and Reeve place; REEVE PLACE, between Coney Island ave. and Sherman st.; CONEY ISLAND AVENUE, between Windsor place and Terrace place; BASIN, at northwest corner of SHERMAN AND SEELEY STREETS. Area of assessment affects Blocks Nos. 1117, 5256, 5257, 5258, 5259, 5268, 5273, 5279.

TWENTY-NINTH AND THIRTIETH WARDS, SECTIONS 16 AND 17.

SEVENTEENTH AVENUE—REGULATING, GRADING, CURING AND FLAGGING, from West st. to 53d st. Area of assessment: Both sides of 17th ave., from West to 53d st., and to extent of 100 feet at the intersecting streets.

THIRTIETH WARD, SECTION 17. SEWERS in 10TH AVENUE, between New Utrecht ave. and 47th st., and between 60th and 62d sts. BASINS, at north corner of 10TH AVENUE AND 53D STREET, all four corners of 64TH STREET; south corner of 68TH STREET. OUTLET SEWER IN 46TH STREET, between 10th and Fort Hamilton aves. Area of assessment affects property in Blocks Nos. 5590, 5591, 5595, 5596, 5601, 5602, 5607, 5608, 5613, 5619, 5614, 5620, 5659, 5715, 5716, 5722, 5723, 5736, 5737, 5743, 5744 and 5772.

THIRTIETH WARD, SECTION 17. 20TH AVENUE—SEWER, between 61st and 65th st., and in 62D STREET, between 19th and 20th aves. Area of assessment affects Blocks Nos. 5527, 5528, 5533, 5534, 5541, 5542, 5540, 5547, 5548, 5549 and 5555.

SEWERS in 21ST AVENUE, between 60th and 64th sts., and in 61ST AND 62D STREETS, between 20th and 21st aves. Area of assessment affects Blocks Nos. 5521, 5522, 5528, 5529, 5535, 5536, 5542, 5543 and 5549.

SEWERS in 58TH STREET, between 16th and 17th aves.; in 16TH AVENUE, between 58th and 59th sts., and in 59TH STREET, between 15th and 16th aves. Area of assessment affects Blocks Nos. 5497, 5502, 5503 and 5509.

63D STREET—REGULATING, GRADING, CURING AND FLAGGING, between 8th and New Utrecht aves. Area of assessment: Both sides of 63d st., from 8th to New Utrecht aves., and to extent of half the block at the intersecting streets.

68TH STREET—REGULATING, GRADING, CURING AND FLAGGING, between 12th and 13th aves. Area of assessment: Both sides of 68th st., from 12th to 13th aves., and to extent of half the block at the intersecting aves.

THIRTIETH WARD, SECTION 19. SEWER in 19TH AVENUE, from 79th st. to 85th st.; SEWER BASINS on 85TH STREET, at the south and east corners of 18TH AVENUE; and at the north and west corners of 20TH AVENUE; also SEWER in 19TH AVENUE, from 76th st. to 79th st. Area of assessment affects Blocks Nos. 6227, 6228, 6238, 6239, 6249, 6250, 6261, 6262, 6273, 6285, 6296, 6274, 6286, 6297, 6315, 6316, 6332, 6333, 6327, 6328, 6344 and 6345.

75TH STREET—REGULATING, GRADING, CURING AND FLAGGING, between 12th and 14th aves. Area of assessment: Both sides of 75th st., between 12th and 14th aves., and to extent of half the block at the intersecting streets.

THIRTY-FIRST WARD, SECTION 20. EAST 15TH STREET—REGULATING, GRADING, CURING AND FLAGGING, from Kings highway to Avenue R. Area of assessment: Both sides of E. 15th st., from Kings highway to Avenue R, and to the extent of half the block at the intersecting streets.

THIRTY-FIRST WARD, SECTION 22. EAST 28TH STREET—REGULATING, GRADING, CURING AND FLAGGING, between Emmons and Voorhees aves. Area of assessment: Both sides of E. 28th st., from Emmons to Voorhees aves., and to the extent of half the block at the intersecting aves.

—that the same were confirmed by the Board of Assessors on July 1, 1913, and entered July 2, 1913, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments, and of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments, interest will be collected thereon, as provided by section 1019 of this act.

Section 159 of this act provides \* \* \* "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." \* \* \*

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and of Water Rents, in front of premises No. 822 BROADWAY. Area of assessment affects property known as Lot 17, Block 557, being southeast corner of Broadway and E. 12th st.

—NINETEENTH WARD, SECTION 5. RESTORING ASPHALT PAVEMENT, in front of premises Nos. 23 and 33 WEST 45TH ST. Area of assessment affects property known as Lot 21 in Block 1261.

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 were entered on June 25, 1913, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments, interest will be collected thereon, as provided by section 1019 of this act.

Section 159 of this act provides \* \* \* "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." \* \* \*

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and of Water Rents, Room H, 280 Broadway, Borough of Manhattan, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before August 26, 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 assessment became a lien, as provided by section 1019 of this act.

Section 159 of this act provides \* \* \* "An assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides \* \* \* "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." \* \* \*

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and 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 September 2, 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.

—that the same were confirmed by the Board of Assessors on July 1, 1913, and entered July 2, 1913, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments, and of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments, interest will be collected thereon, as provided by section 1019 of this act.

Section 159 of this act provides \* \* \* "An assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides \* \* \* "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." \* \* \*

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and 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 August 26, 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.

—that the same was confirmed by the Board of Revision of Assessments on June 27, 1913, and entered June 27, 1913, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessment, interest will be collected thereon, as provided by section 1019 of the Greater New York Charter.

Section 159 of this act provides \* \* \* "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides \* \* \* "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." \* \* \*

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and of Water Rents, in

annum from the date when such assessment became a lien to the date of payment.  
 WILLIAM A. PRENDERGAST, Comptroller.  
 City of New York, Department of Finance,  
 Comptroller's Office, June 27, 1913. jy2,14

NOTICE OF ASSESSMENTS FOR OPENING STREETS AND PARKS.

IN PURSUANCE OF SECTION 1005 OF THE  
 Greater New York Charter, the Comptroller of The City of New York hereby gives public notice of the confirmation by the Supreme Court and the entering in the Bureau for the Collection of Assessments and Arrears of the assessment for OPENING AND ACQUIRING TITLE to the following named street in the BOROUGH OF BROOKLYN:

TWENTY-NINTH, AND, THIRTY-SECOND WARDS, SECTION 15.

LENOX ROAD—OPENING, from New York ave. to E. 98th st. Confirmed May 12, 1913. Entered June 25, 1913. Area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Brooklyn, in The City of New York, which, taken together, are bounded and described as follows:

Beginning at a point on a line midway between Clarkson ave. and Lenox road, distant 100 feet westerly from the westerly line of New York ave., and running thence easterly along the said line midway between Clarkson ave. and Lenox road to the intersection with the prolongation of a line midway between Clarkson ave. and Lenox road as laid out east of Remsen ave.; thence northeastwardly along the said line midway between Clarkson ave. and Lenox road to the intersection with the prolongation of the said line to a point distant 100 feet northeasterly from the northeasterly line of E. 98th st.; thence southeastwardly and parallel with E. 98th st. to the intersection with the prolongation of a line midway between Clarkson ave. and Lenox road as laid out east of Remsen ave.; thence southwestwardly along the said line midway between Clarkson ave. and Lenox road and Linden ave., as laid out east of Remsen ave.; thence westwardly along the said line midway between Lenox road and Linden ave., to the intersection with a line parallel with New York ave., and passing through the point of beginning; thence northwardly along the said line parallel with New York ave. to the point or place of beginning.

That the above entitled assessment was entered on the day hereinbefore given in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessment, 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 August 25, 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 assessment became a lien to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.  
 City of New York, Department of Finance,  
 Comptroller's Office, June 25, 1913. jy2,11

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:

Pursuant to the provisions of chapter 582, Laws of 1893, for improvements in the former Town of New Utrecht, to wit:

THIRTIETH WARD.

BAY RIDGE AVENUE—GRADING, PAVING AND CURBING, from 3d ave. to New York Bay. Area of assessment: Both sides of Bay Ridge ave., from 3d ave. to New York Bay, and extending back 100 feet from Bay Ridge ave.

BENSON AVENUE—GRADING, PAVING AND GUTTERING, from 18th ave. to 20th ave. Area of assessment: Both sides of Benson ave., from 18th ave. to 20th ave., and extending back 100 feet from Benson ave.

KOUWENHOVEN LANE—GRADING, PAVING, from 4th ave. to 5th ave. Area of assessment: Both sides of Kouwenhoven lane, from 4th ave. to 5th ave., and extending back 100 feet from Kouwenhoven lane.

CROSEY AVENUE—GRADING, PAVING AND GUTTERING, from Franklin ave. to 15th ave. Area of assessment: Both sides of Crosey ave., from Franklin ave. to 15th ave., and extending back 100 feet from Crosey ave.

CROSEY AVENUE—GRADING, PAVING, GUTTERING AND CURBING, from 15th ave. to 23d ave. Area of assessment: Both sides of Crosey ave., from 15th ave. to 23d ave., and extending back 100 feet from Crosey ave.

EIGHTEENTH AVENUE—GRADING, PAVING AND GUTTERING, from Crosey ave. to Gravesend ave. Area of assessment: Both sides of 18th ave., from Crosey ave. to Gravesend ave., and extending back 100 feet from 18th ave.

EIGHTIETH STREET—GRADING, PAVING, GUTTERING AND CURBING, from 18th ave. to 22d ave. Area of assessment: Both sides of 80th st., from 18th ave. to 22d ave., and extending back 100 feet from 80th st.

EIGHTY-SIXTH STREET—GRADING, PAVING AND GUTTERING, from 3d ave. to Shore road. Area of assessment: Both sides of 86th st., from 5th ave. to Shore road, and extending back 100 feet from 86th st.

FOURTH AVENUE—GRADING, PAVING, GUTTERING AND CURBING, from 60th st. to Shore road. Area of assessment: Both sides of 4th ave., from 60th st. to Shore road, and extending back 100 feet from 4th ave.

FIFTH AVENUE—GRADING, PAVING AND GUTTERING, from 86th st. to 4th ave. Area of assessment: Both sides of 5th ave., from 86th st. to 4th ave., and extending back 100 feet from 5th ave.

FRANKLIN AVENUE—GRADING, PAVING AND GUTTERING, from Crosey ave. to Warehouse ave. Area of assessment: Both sides of Franklin ave., from Crosey ave. to Warehouse ave., and extending back 100 feet from Franklin ave.

NEW Utrecht AVENUE—GRADING, PAVING AND CURBING, from old city line

to 67th st. Area of assessment: Both sides of New Utrecht ave., from old city line to 67th st. and extending back 100 feet from New Utrecht ave.

NINETY-SECOND STREET—GRADING, PAVING AND GUTTERING, from 7th ave. to Shore road. Area of assessment: Both sides of 92d st., from 7th ave. to Shore road, and extending back 100 feet from 92d st.

NINETY-FIFTH STREET—GRADING, PAVING AND GUTTERING, from 2d ave. to 4th ave. Area of assessment: Both sides of 95th st., from 2d ave. to 4th ave., and extending back 100 feet from 95th st.

SECOND AVENUE—GRADING, PAVING AND GUTTERING, from 65th st. to 92d st. Area of assessment: Both sides of 2d ave., from 65th st. to 92d st., and extending back 100 feet from 2d ave.

SIXTIETH STREET—GRADING, PAVING AND GUTTERING, from 4th ave. to 22d ave. Area of assessment: Both sides of 60th st., from 4th ave. to 22d ave., and extending back 100 feet from 60th st.

SIXTY-SEVENTH STREET—GRADING, PAVING AND GUTTERING, from 4th ave. to 5th ave. Area of assessment: Both sides of 67th st., from 4th ave. to 5th ave., and extending back 100 feet from 67th st.

SIXTY-SEVENTH STREET—GRADING, PAVING AND GUTTERING, from 6th st. to 7th st. Area of assessment: Both sides of 67th st., from 6th st. to 7th st., and extending back 100 feet from 67th st.

SEVENTIETH STREET—GRADING, PAVING AND GUTTERING, from Fort Hamilton ave. to 10th ave. Area of assessment: Both sides of 70th st., from Fort Hamilton ave. to 10th ave., and extending back 100 feet from 70th st.

SEVENTY-NINTH STREET—GRADING, PAVING AND GUTTERING, from 18th ave. to Fort Hamilton ave. Area of assessment: Both sides of 79th st., from 18th ave. to Fort Hamilton ave., and extending back 100 feet from 79th st.

SEVENTY-NINTH STREET—GRADING, PAVING AND GUTTERING, from Fort Hamilton ave. to Shore road. Area of assessment: Both sides of 79th st., from Fort Hamilton ave. to Shore road, and extending back 100 feet from 79th st.

TENTH AVENUE—GRADING, PAVING AND GUTTERING, from Bay Ridge ave. to 75th st. Area of assessment: Both sides of 10th ave., from Bay Ridge ave. to 75th st., and extending back 100 feet from 10th ave.

TWENTY-FIRST AVENUE—GRADING, PAVING AND GUTTERING, from 80th st. to Crosey ave. Area of assessment: Both sides of 21st ave., from 80th st. to Crosey ave., and extending back 100 feet from 21st ave.

TWENTY-SECOND AVENUE—GRADING, PAVING AND GUTTERING, from 80th st. to Crosey ave. Area of assessment: Both sides of 22d ave., from 80th st. to Crosey ave., and extending back 100 feet from 22d ave.

WAREHOUSE AVENUE—GRADING, PAVING AND GUTTERING, from Franklin ave. to 7th ave. Area of assessment: Both sides of Warehouse ave., from Franklin ave. to 7th ave., and extending back 100 feet from Warehouse ave.

The Board of Assessors has levied and assessed the foregoing assessments in fifty equal annual instalments.

The "Tenth Installment" in each case is now due and payable, and hereafter for forty years an amount equal to one of the aforesaid annual instalments with interest shall be assessed upon the lots or parcels of land benefited by said improvements. These assessments were confirmed by the Board of Revision of Assessments on June 30, 1904, and the "Tenth Installment" entered on June 25, 1913, 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.

Unless the amount of the tenth installment in each case shall be paid within sixty days after said date of entry, interest shall be charged, collected and received 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 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 August 25, 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 assessment became a lien to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.  
 City of New York, Department of Finance,  
 Comptroller's Office, June 25, 1913. jy2,11

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:

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 Municipal Building, Court House square, Long Island City, Borough of Queens, between 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 August 25, 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 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 Municipal Building, Court House square, Long Island City, Borough of Queens, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before August 25, 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 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 Municipal Building, Court House square, Long Island City, Borough of Queens, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before August 25, 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 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 Municipal Building, Court House square, Long Island City, Borough of Queens, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before August 25, 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 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 Municipal Building, Court House square, Long Island City, Borough of Queens, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before August 25, 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 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 Municipal Building, Court House square, Long Island City, Borough of Queens, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before August 25, 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 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 Municipal Building, Court House square, Long Island City, Borough of Queens, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before August 25, 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 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 Municipal Building, Court House square, Long Island City, Borough of Queens, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before August 25, 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 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 Municipal Building, Court House square, Long Island City, Borough of Queens, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before August 25, 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 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 Municipal Building,

rears 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 August 19, 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, June 20, 1913. j26,jy8

## 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:

## NINTH WARD, SECTION 4.

GRADING LOTS on the south side of BUTLER PLACE, between Plaza st. and Sterling place; southeast side of STERLING PLACE, between Butler place and Underhill ave.; west side of UNDERHILL AVENUE, between St. Johns place and Sterling place; south side of ST. JOHNS PLACE, between Plaza st. and Underhill ave. Area of assessment affects Lots 16, 17 and 31, in Block 1172; and property in Block 1171 facing Underhill ave., Sterling place and Butler place.

EIGHTEENTH WARD, SECTION 10.  
METROPOLITAN AVENUE — PRELIMINARY PAVEMENT, from Grand st. to the borough line. Area of assessment: Both sides of Metropolitan ave., from Grand st. to the borough line, and to the extent of half the block at the intersecting streets.

— that the same were confirmed by the Board of Revision of Assessments on June 20, 1913, and entered June 20, 1913, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments, interest will be collected thereon, as provided by section 1019 of the Greater New York Charter.

Said section provides, in part, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides \* \* \* "At assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." \* \* \*

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Mechanics' Bank Building, Court and Montague streets, 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 August 19, 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 the above assessments became liens to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.  
City of New York, Department of Finance, Comptroller's Office, June 20, 1913. j24,jy5

## Corporation Sales of Real Estate.

## CORPORATION SALE OF REAL ESTATE.

WM. P. RAE COMPANY, Auctioneer.

PUBLIC NOTICE IS HEREBY GIVEN THAT the Commissioners of the Sinking Fund of The City of New York, by virtue of the powers vested in them by law, will offer for sale at public auction on

## MONDAY, JULY 14, 1913.

at 12 o'clock m., at the Brooklyn Real Estate Exchange, No. 189 Montague st., Borough of Brooklyn, the following real estate belonging to the Corporation of The City of New York, and located in the Borough of Brooklyn, City of New York, bounded and described as follows:

All that certain piece or parcel of land situated in the Borough of Brooklyn, County of Kings and State of New York, shown as Parcel No. 1 on Map R. E. B.-82, File C23, on file in the office of the Department of Water Supply, Gas and Electricity, being part of Lot 20, Block 3487, on the tax maps, more fully described as follows:

Beginning at a point on the northerly side of Jamaica ave. 139.99 feet easterly from the east corner of Vermont and Jamaica aven.; thence northerly deflecting 85 degrees 11 minutes 40 seconds to the left 83.33 feet to the point of intersection of the northerly line of Mrs. Midas' lot with the westerly line of property of The City of New York; thence easterly deflecting 106 degrees 23 minutes 20 seconds to the right 3.13 feet to a point; thence southerly deflecting 73 degrees 36 minutes 40 seconds to the right (parallel to and distant 3 feet perpendicularly from the first mentioned course) 83.07 feet to a point on the northerly line of Jamaica ave., said point being located 155.74 feet from the easterly line of property of The City of New York; thence westerly along the northerly side of Jamaica ave. 3.01 feet to the point or place of beginning, containing within said bounds 249.6 square feet, or 0.006 acres.

The minimum or upset price at which said property shall be sold is hereby fixed at two hundred dollars (\$200), plus the cost of advertising the sale. The sale to be made upon the following

TERMS AND CONDITIONS.  
The highest bidder will be required to pay 10 per cent. of the amount of his bid, together with the auctioneer's fees at the time of the sale; the balance to be paid upon delivery of the deed, which shall be within thirty (30) days from the date of the sale.

The Comptroller may, at his option, resell the property if the successful bidder shall fail to comply with the terms of the sale, and the person failing to comply therewith will be held liable for any deficiency which may result from such resale.

The right is reserved to reject any and all bids.

The deed so delivered shall be in the form of a bargain and sale deed without covenants, except as follows:

Excepting and reserving to The City of New York all easements and rights of every kind and description which it has in and to Jamaica ave. by reason of its ownership of or interest in the premises hereby conveyed, or otherwise with the same force and effect and to the same extent as though this conveyance had not been made or delivered; and the grantee, in further consideration of this conveyance, does hereby, for himself, his successors and assigns, waive, surrender

and release any right to damages which have accrued or may at any time accrue from the use for any rapid transit, municipal, public or semi-public purpose of Jamaica ave. by reason of ownership of or interest in the premises hereby conveyed or herein described, without prejudice, however, to any rights or claims which have accrued or may hereafter accrue by virtue of such uses to the grantee herein or his successors in interest by reason of his ownership of the premises hereby conveyed; provided, however, that none of the foregoing exceptions, reservations, agreements or conditions shall operate to deprive the party of the second part or his assigns or successors in interest from claims or damages in case said Jamaica ave. should be discontinued, closed or abandoned as a public street in front of the premises hereby conveyed.

Maps of said real estate may be seen on application at the Comptroller's office, Stewart Building, No. 280 Broadway, Borough of Manhattan.

By order of the Commissioners of the Sinking Fund, under resolution adopted at meeting of the Board held June 11, 1913.

EDMUND D. FISHER, Acting Comptroller, City of New York.  
Department of Finance, Comptroller's Office, June 23, 1913. j26,jy4

## Corporation Sales of Buildings.

## CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

## AT THE REQUEST OF THE BOARD OF EDUCATION, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain buildings standing upon property owned by The City of New York, acquired by it for educational purposes, in the

## Borough of Manhattan.

Being annex building on the grounds of Public School No. 73, on the north side of E. 46th st., 115 feet east of 3d ave., in the Borough of Manhattan, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room K, No. 280 Broadway, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held June 25, 1913, the sale by sealed bids of the above buildings and appurtenances thereto will be held by direction of the Comptroller on

## MONDAY, JULY 21, 1913.

at 11 a. m., in lots and parcels and in manner and form as follows:

Parcel No. 1—One-story annex building on the grounds of Public School 73, on the north side of E. 46th st., 115 feet east of 3d ave.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room K, No. 280 Broadway, Borough of Manhattan, until 11 a. m., on the 21st day of July, 1913, and then publicly opened for the sale for removal of the above described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened July 18, 1913," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room K, No. 280 Broadway, New York City, from whom any further particulars regarding the buildings to be disposed of may be obtained.

DEPOSITS OF UNSUCCESSFUL BIDDERS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, June 25, 1913. jy1,18

## CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT OF THE BOROUGH OF BROOKLYN, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

Parcel No. 33—Two and one-half story frame house and extension, No. 17 Simonson place. Also two sheds in rear. Upset price, \$150.

Parcel No. 34—Two and one-half story frame house and extension, No. 19 Simonson place. Upset price, \$150.

Parcels Nos. 35, 36—Part of three-story frame house, No. 140 Jewett ave., cut 15.8 feet on front by 17.05 feet on rear. Also part of barn, cut 9.75 feet on east side by 9.93 feet on west side. Also shed. Also one and one-half story frame barn 16.42 feet by 20.42 feet. Upset price, \$25.

Parcel No. 37—Part of two and one-half story frame house, No. 134 Jewett ave., cut 8.85 feet on front by 2.7 feet on rear. Upset price, \$25.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room K, No. 280 Broadway, Borough of Manhattan, until 11 a. m., on the 18th day of July, 1913, and then publicly opened for the sale for removal of the above described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of \$50 will be required with all bids, and that a deposit of \$500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened July 16, 1913," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room K, No. 280 Broadway, New York City, from whom any further particulars regarding the buildings to be disposed of may be obtained.

DEPOSITS OF UNSUCCESSFUL BIDDERS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, June 25, 1913. jy1,18

## CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT 11 a. m., in lots and parcels and in manner and form and at upset prices as follows:

Parcel No. 323—Part of two and one-half story frame house, No. 1840 Clove ave., cut 9.7 feet on front by 9.8 feet on rear. Upset price, \$200.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room K, No. 280 Broadway, Borough of Manhattan, until 11 a. m., on the 16th day of July, 1913, and then publicly opened for the sale for removal of the above described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of \$50 will be required with all bids, and that a deposit of \$500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened July 15, 1913," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room K, No. 280 Broadway, New York City, from whom any further particulars regarding the buildings to be disposed of may be obtained.

DEPOSITS OF UNSUCCESSFUL BIDDERS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, June 26, 1913. jy1,18

## CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT OF THE BOROUGH OF QUEENS, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

Borough of Brooklyn.

Being the buildings, parts of buildings, etc., standing within the lines of Avenue O, from Mansfield place to E. 25th st., in the Borough of Brooklyn, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room K, No. 280 Broadway, Borough of Brooklyn.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held June 25, 1913, the sale by sealed bids, at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto, will be held by direction of the Comptroller on

THURSDAY, JULY 17, 1913.

at 11 a. m., in lots and parcels and in manner and form and at upset prices as follows:

Parcels No. 622 and 624—Two-story and attic frame house with two-story extension on Avenue O, between E. 25th st. and Mansfield place. Also two sheds. Upset price, \$300.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room K, No. 280 Broadway, Borough of Manhattan, until 11 a. m., on the 17th day of July, 1913, and then publicly opened for the sale for removal of the above described buildings and appurtenances thereto, and the award will be

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened July 14, 1913," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room K, No. 280 Broadway, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

**THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."**

WM. A. PRENDERGAST, Comptroller.  
City of New York, Department of Finance, Comptroller's Office, June 25, 1913. j27,jy14

**CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.**

AT THE REQUEST OF THE PRESIDENT OF THE BOROUGH OF THE BRONX, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes, in the

**Borough of The Bronx,**

Being the buildings, parts of buildings, etc., standing within the lines of Gray st., from the Public place at Tremont ave. to Unionport road, in the Borough of The Bronx, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room K, No. 280 Broadway, New York City.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held June 25, 1913, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto will be held by direction of the Comptroller on

**TUESDAY, JULY 15, 1913.**

at 11 a. m., in lots and parcels and in manner and form and at upset prices as follows:

Parcel No. 100—Part of two-story brick building, No. 1555 Unionport road, cut 41.8 feet on north side by 35.7 feet on south side by 25.1 feet on rear. Upset price, \$300.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room K, No. 280 Broadway, Borough of Manhattan, until 11 a. m., on the 15th day of July, 1913, and then publicly opened for the sale for removal of the above described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of \$50 will be required with all bids, and that a deposit of \$500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids. The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened July 15, 1913," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room K, No. 280 Broadway, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

**THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."**

WM. A. PRENDERGAST, Comptroller.  
City of New York, Department of Finance, Comptroller's Office, June 25, 1913. j27,jy15

**CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.**

AT THE REQUEST OF THE PRESIDENT OF THE BOROUGH OF THE BRONX, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

**Borough of The Bronx,**

Being the buildings, parts of buildings, etc., standing within the lines of Fieldston road, from Moshulu ave. to the southerly limit of the property of the Northern Broadway Realty Associates, located about 300 feet north of W. 250th st., in the Borough of The Bronx, all of which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room K, No. 280 Broadway, New York City.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held June 11, 1913, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto, will be held by direction of the Comptroller on

**THURSDAY, JULY 10, 1913.**

at 11 a. m., in lots and parcels, and in manner and form and at upset prices, as follows:

Parcel No. 31—Two-story frame houses, one-story frame shop and shed, one-story hen house and one-story frame barn and hen house on Fieldston road, north of W. 255th st. Upset price, \$200.

Parcel No. 32—One and one-half story frame barn, hen house, shed and storehouse on Fieldston road, south of W. 255th st. Upset price, \$25.

Parcel No. 34—Part of one-story frame storehouse south of Parcel No. 32, cut 1.7 feet on north end by 0.7 feet on south end. Upset price, \$5.

Parcel No. 45—One and one-half story frame

house on Fieldston road, at W. 252d st. Upset price, \$50.

Parcel No. 49—Part of two-story and base frame house south of W. 252d st., cut 6.4 feet on south front by 9.1 feet on east side. Upset price, \$10.

Parcel No. 55—One and one-half story frame barn, platform and foundation, about 250 sq. feet on south front by 8.2 feet on south side. Upset price, \$25.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room K, No. 280 Broadway, Borough of Manhattan, until 11 a. m., on the 10th day of July, 1913, and then publicly opened for the sale for removal of the above described buildings and appurtenances thereto.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of \$50 will be required with all bids, and that a deposit of \$500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened July 10, 1913," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room K, No. 280 Broadway, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

**THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."**

WM. A. PRENDERGAST, Comptroller.  
City of New York, Department of Finance, Comptroller's Office, June 25, 1913. j27,jy14

**CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.**

AT THE REQUEST OF THE PRESIDENT OF THE BOROUGH OF BROOKLYN, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

**Borough of Brooklyn.**

Being the buildings, parts of buildings, etc., standing within the lines of Union st., from Skenectady ave. to Utica ave., in the Borough of Brooklyn, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room K, No. 280 Broadway, New York City, from whom any further particulars regarding the buildings to be disposed of may be obtained.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held June 11, 1913, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above described buildings and appurtenances thereto will be held by direction of the Comptroller on

**WEDNESDAY, JULY 9, 1913.**

at 11 a. m., in lots and parcels, and in manner and form, and at upset prices as follows:

Parcel No. 135—Part of one and one-half story frame house on the southwest corner of Utica ave. and Union st. Cut 15.4 feet on front by 15.6 feet on rear. Upset price, \$10.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room K, No. 280 Broadway, New York City, from whom any further particulars regarding the buildings to be disposed of may be obtained.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held June 11, 1913, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above described buildings and appurtenances thereto will be held by direction of the Comptroller on

**WEDNESDAY, JULY 9, 1913.**

at 11 a. m., in lots and parcels, and in manner and form, and at upset prices as follows:

Parcel No. 135—Part of one and one-half story frame house on the southwest corner of Utica ave. and Union st. Cut 15.4 feet on front by 15.6 feet on rear. Upset price, \$10.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room K, No. 280 Broadway, New York City, from whom any further particulars regarding the buildings to be disposed of may be obtained.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held June 11, 1913, the sale by sealed bids at the upset or minimum prices named in the description of the above buildings and appurtenances thereto, will be held by direction of the Comptroller on

**WEDNESDAY, JULY 9, 1913.**

at 11 a. m., in lots and parcels, and in manner and form, and at upset prices as follows:

Parcel No. 1—Part of two-story and attic frame house, 2231 Bedford ave., cut 3.5 feet on front by 3 feet on rear of extension. Upset price, \$25.

Parcel No. 2—One-story frame barn (18 feet by 30 feet), two-story frame barn (20 feet by 30 feet), with two sheds (33 feet by 38 feet), at 2233 Bedford ave. Upset price, \$50.

Parcel No. 4—Shed (8 feet by 17 feet), at 36 Johnson place. Upset price, \$5.

Parcel No. 7—Two-story and attic frame house with extension, at 32 Johnson place. Also chicken house in rear. Upset price, \$50.

Parcel No. 8—Part of two-story and attic frame house, 28 Johnson place, cut 7.7 feet on front by 8.3 feet on rear. Also part of one-story frame barn, cut 10.9 feet on east side by 11 feet on west side. Upset price, \$50.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room K, No. 280 Broadway, New York City, from whom any further particulars regarding the buildings to be disposed of may be obtained.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held June 11, 1913, the sale by sealed bids at the upset or minimum prices named in the description of the above buildings and appurtenances thereto, will be held by direction of the Comptroller on

**MONDAY, JULY 7, 1913.**

at 11 a. m., in lots and parcels, and in manner and form, and at upset prices as follows:

Parcel No. 1—Part of two-story and attic frame house, 2231 Bedford ave., cut 3.5 feet on front by 3 feet on rear of extension. Upset price, \$25.

Parcel No. 2—One-story frame barn (18 feet by 30 feet), two-story frame barn (20 feet by 30 feet), with two sheds (33 feet by 38 feet), at 2233 Bedford ave. Upset price, \$50.

Parcel No. 4—Shed (8 feet by 17 feet), at 36 Johnson place. Upset price, \$5.

Parcel No. 7—Two-story and attic frame house with extension, at 32 Johnson place. Also chicken house in rear. Upset price, \$50.

Parcel No. 8—Part of two-story and attic frame house, 28 Johnson place, cut 7.7 feet on front by 8.3 feet on rear. Also part of one-story frame barn, cut 10.9 feet on east side by 11 feet on west side. Upset price, \$50.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room K, No. 280 Broadway, New York City, from whom any further particulars regarding the buildings to be disposed of may be obtained.

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heretofore, but will be required upon awarding of the contract in an amount equal to 30 per cent. of the contract. The bid, however, must be accompanied by a deposit of an amount of not less than 1½ per cent. of the amount of the bid. (As to form of deposit, see general instructions, last column, last page.)

Bids will be compared and the contract awarded to the lowest bidder for the entire contract.

Blank forms and further information may be obtained at the office of the Chief Clerk of the Department of Health, southwest corner of Centre and Walker sts., Borough of Manhattan.

ERNST J. LEDERLE, Ph.D., President; JOSEPH J. O'CONNELL, M.D., RHINE-LANDER WALDO, Board of Health.

Dated July 2, 1913. *jy2,15*

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

DEPARTMENT OF HEALTH OF THE CITY OF NEW YORK, SOUTHWEST CORNER OF CENTRE AND WALKER STS., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.  
SEALED BIDS OR ESTIMATES WILL BE received by the Board of Health of the Department of Health until 10:30 o'clock a. m., on

TUESDAY, JULY 15, 1913.  
FOR FURNISHING AND DELIVERING HARDWARE SUPPLIES TO BE USED IN THE CONSTRUCTION AND EQUIPMENT OF VARIOUS BUILDINGS, NOW ERECTED, OR PROPOSED FOR ERECTION, ON THE GROUNDS OF THE TUBERCULOSIS SANATORIUM AT OTISVILLE, ORANGE COUNTY, NEW YORK.

The time for the delivery of the supplies and the performance of the contract is sixty (60) calendar days.

No bond will be required with the bid, as heretofore, but will be required upon awarding of the contract in an amount equal to 30 per cent. of the contract. The bid, however, must be accompanied by a deposit of an amount of not less than 1½ per cent. of the amount of the bid. (As to form of deposit, see general instructions, last column, last page.)

Bids will be compared and the contract awarded to the lowest bidder for the entire contract.

Blank forms and further information may be obtained at the office of the Chief Clerk of the Department of Health, southwest corner of Centre and Walker sts., Borough of Manhattan.

ERNST J. LEDERLE, Ph.D., President; JOSEPH J. O'CONNELL, M.D., RHINE-LANDER WALDO, Board of Health.

Dated July 2, 1913. *jy2,15*

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

## DEPARTMENT OF EDUCATION.

### Proposals.

DEPARTMENT OF EDUCATION, CORNER OF PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.  
SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Supplies at the above office of the Department of Education until 11 a. m., on

TUESDAY, JULY 15, 1913.  
FOR FURNISHING AND DELIVERING GASOLENE MOTOR TRUCKS TO THE BOARD OF EDUCATION OF THE CITY OF NEW YORK.

The time for the delivery of the articles, materials and supplies and the performance of the contract is within sixty (60) consecutive working days.

The amount of security required is thirty (30) per cent. of the amount of the contract.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, by which the bids will be tested. Award will be made to the lowest bidder.

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

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, the Borough of Manhattan, southwest corner of Park ave. and 59th st.

PATRICK JONES, Superintendent of School Supplies.

Dated July 2, 1913. *jy2,15*

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

DEPARTMENT OF EDUCATION, CORNER OF PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.  
SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Buildings at the above office of the Department of Education until 3:30 o'clock p. m., on

MONDAY, JULY 14, 1913.

Borough of Queens.  
No. 2. FOR ITEM 1, CONSTRUCTION OF SANITARIES; ITEM 2, PLUMBING AND DRAINAGE; ITEM 3, HEATING WORK, AT PUBLIC SCHOOL 60, 2D ST., NEAR SHAW AVENUE, UNION COURSE, AND PUBLIC SCHOOL 61, ELM ST., NEAR UNION PLACE, RICHMOND HILL, BOROUGH OF QUEENS.

The time allowed to complete the whole work on each item for each school will be fifty-five (55) working days, as provided in the contract.

The amount of security required is as follows:

Public School 60, Item 1, \$1,500; Item 2, \$500; Item 3, \$100.

Public School 61, Item 1, \$1,200; Item 2, \$400; Item 3, \$100.

A separate proposal must be submitted for each item for each school, and award will be made thereto.

The deposit accompanying bid on each school shall be five per centum of the amount of security.

On No. 2 the bidders must state the price of each item, by which the bids will be tested.

Blank forms, plans and specifications may be obtained or seen at the office of the Superintendent, at Estimating Room, ninth floor, Hall of the Board of Education, Park ave. and 59th st., Borough of Manhattan, and also at Branch Office, No. 69 Broadway, Flushing, Borough of Queens.

C. B. SNYDER, Superintendent of School Buildings.

Dated July 1, 1913. *jy1,14*

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

DEPARTMENT OF EDUCATION, CORNER OF PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.  
SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Buildings at the above office of the Department of Education until 3:30 o'clock p. m., on

### MONDAY, JULY 14, 1913.

#### Borough of Brooklyn.

No. 1. FOR FURNITURE ETC., FOR NEW PUBLIC SCHOOL 172, ON THE EASTERLY SIDE OF 4TH AVE., BETWEEN 29TH AND 30TH STS., BOROUGH OF BROOKLYN.

The time allowed to complete the whole work will be sixty (60) working days, as provided in the contract.

The amount of security required is as follows:

Item 1, \$400; Item 2, \$400; Item 3, \$600; Item 4, \$500; Item 5, \$300.

A separate proposal must be submitted for each item, and award will be made thereon.

The deposit accompanying bid on each item shall be five (5) per centum of the amount of security.

On No. 1 the bidders must state the price of each item, by which the bids will be tested.

Blank forms, plans and specifications may be obtained or seen at the office of the Superintendent, at Estimating Room, ninth floor, Hall of the Board of Education, Park ave. and 59th st., Borough of Manhattan, and also at Branch Office, No. 131 Livingston st., Borough of Brooklyn.

C. B. J. SNYDER, Superintendent of School Buildings.

Dated June 24, 1913. *j24,jy7*

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

Blank forms, plans and specifications may be obtained or seen at the office of the Superintendent at Estimating Room, ninth floor, Hall of the Board of Education, Park ave. and 59th st., Borough of Manhattan, and also at Branch Office, No. 131 Livingston st., Borough of Brooklyn.

C. B. J. SNYDER, Superintendent of School Buildings.

Dated June 24, 1913. *j24,jy7*

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

## DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

### Proposals.

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, JULY 16, 1913.

Borough of Brooklyn.

FOR PAINTING INTERIOR OF RIDGEWOOD NORTH SIDE PUMPING STATION.

The time allowed for doing and completing the entire work will be fifty (50) working days.

The security required will be Two Thousand Dollars (\$2,000).

The bidder will state the price per unit for each item of work contained in the specifications or schedule, by which the bids will be tested. The bids will be compared and the award will be 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.

J. W. F. BENNETT, Deputy and Acting Commissioner.

Dated July 1, 1913. *jy1,14*

*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, JULY 16, 1913.

Boroughs of Manhattan and The Bronx.

FOR FURNISHING, DELIVERING AND APPURTEINING WATER MAINS AND APPURTENANCES IN GRAND BOULEVARD AND CONCOURSE, BOROUGH OF THE BRONX.

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

The security required will be Thirty Thousand Dollars (\$30,000).

The bidder will state the price per unit for each item of work contained in the specifications or schedule, by which the bids will be tested. The bids will be compared and the award will be 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.

J. W. F. BENNETT, Deputy and Acting Commissioner.

Dated July 1, 1913. *jy1,14*

*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, JULY 16, 1913.

Boroughs of Manhattan and The Bronx.

1. FURNISHING, DELIVERING, UNLOADING, STACKING AND STORING 1,200 DOUBLE-NOZZLE FIRE HYDRANTS.

The time allowed for the delivery of the materials and supplies and the performance of the contract will be one hundred and fifty (150) calendar days.

The security required will be Thirty Thousand Dollars (\$30,000).

The bidder will state the price per unit for each item of work contained in the specifications or schedule, by which the bids will be tested. The bids will be compared and the award will be made to the lowest formal bidder in a lump or aggregate sum for each contract.

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.

J. W. F. BENNETT, Deputy and Acting Commissioner.

Dated July 1, 1913. *jy1,14*

*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

MONDAY, JULY 8, 1913.

Boroughs of Manhattan and The Bronx.

2. FURNISHING, DELIVERING, UNLOADING, STACKING AND STORING 1,200 DOUBLE-NOZZLE FIRE HYDRANTS.

The time allowed for the delivery of the materials and supplies and the performance of the contract will be one hundred and twenty-five (125) calendar days.

The security required will be Four Thousand Dollars (\$4,000).

The bidder will state the price per unit for each item of work contained in the specifications or schedule, by which the bids will be tested. The bids will be compared and the award will be made to the lowest formal bidder in a lump or aggregate sum for each contract.

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.

J. W. F. BENNETT, Deputy and Acting Commissioner.

Dated July 1, 1913. *jy1,14*

*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

MONDAY, JULY 7, 1913.

Borough of Richmond.

FOR FURNISHING, DELIVERING, UNLOADING, STACKING AND STORING CAST-IRON PIPE, SPECIAL CASTINGS AND VALVE BOX CASTINGS, VALVES AND DOUBLE-NOZZLE FIRE HYDRANTS.

The time allowed for the delivery of the ma-

terials and supplies and the performance of the contract will be:

For Section I, sixty (60) calendar days.

For Section II, sixty (60) calendar days.

For Section III, forty-five (45) calendar days.









set forth and described in the following resolutions adopted by the Board on June 12, 1913, notice of the adoption of which is hereby given, viz.:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York by closing and discontinuing Laurel street, between Barbee street and Highland Park, in the Borough of Brooklyn, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the Commissioner of Public Works of the Borough and dated April 30, 1913.

Resolved, That this Board considered the proposed change at a meeting of the Board to be held in the City Hall, Borough of Manhattan, City of New York, on the 10th day of July, 1913, at 10.30 o'clock a.m.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby that the proposed change will be considered at a meeting of the Board, to be held at the aforesaid time and place, to be published in the City Record and the corporation newspapers for ten days continuously, Sundays and legal holidays excepted, prior to the 10th day of July, 1913.

Dated June 26, 1913.

JOSEPH HAAG, Secretary, 277 Broadway, Telephone, 2280 Worth. j26, jy8

#### Notices of Public Hearings.

##### FRANCHISE MATTERS.

PUBLIC NOTICE IS HEREBY GIVEN THAT at the meeting of the Board of Estimate and Apportionment held this day the following communication was received:

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

Referring to the communications of the Public Service Commission for the First District to your Honorable Board under date of February 4, 1913, and April 10, 1913, with regard to the connection between the Manhattan-Bronx Rapid Transit Railroad now operated by the Interborough Rapid Transit Company in Park avenue and the Lexington Avenue Subway to be operated by the Interborough Rapid Transit Company as part of the dual system of subways, the Public Service Commission for the First District now transmits to your Honorable Board for your approval and the approval of the Mayor of the City, as required by law, a certified copy of resolutions adopted by it on the 27th day of June, 1913, determining and establishing a route and general plan of construction for an additional rapid transit railroad in the Borough of Manhattan, in The City of New York, providing such connection, to be known as the Park Avenue-Lexington Avenue Connection, at 42d street (Route No. 43). This route begins at a point under Park avenue about midway between East 38th street and East 39th street and thence extends northerly under Park avenue, 41st street, private property, 42d street, private property, 43d street and Lexington avenue to 46th street and is the same as the route transmitted to your Board on February 4, 1913.

Dated New York, June 30, 1913.  
PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.

By EDWARD E. McCALL, Chairman.

[SEAL OF THE COMMISSION.]  
Attest: TRAVIS H. WHITNEY, Secretary.

— and the following resolutions were thereupon adopted:

Resolved, That the communication be received and in pursuance of law this Board hereby fixes Thursday, July 10, 1913, at 10.30 o'clock a.m., in Room 16, City Hall, Borough of Manhattan, as the time and place when and where such plans and conclusions will be considered; and be it further

Resolved, That the Secretary of this Board be and he is hereby directed to publish notice of such consideration in the City Record.

Dated New York, July 3, 1913.

JOSEPH HAAG, Secretary. jy5, 10

PUBLIC NOTICE IS HEREBY GIVEN THAT at a meeting of the Board of Estimate and Apportionment held June 5, 1913, the following petition was received:

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

The petition of the Fifth Avenue Coach Company respectfully shows:

I. That the petitioner is a domestic common carrier corporation, duly organized to own, operate, manage and control a line of stages or coaches for the transportation of passengers for hire.

II. That the post office address of the petitioner is No. 35 West 42d street, Borough of Manhattan, County of New York, State of New York.

III. That your petitioner owns and operates a lawfully established stage route acquired under chapter 536 of the Laws of 1886,

"from Eighty-ninth street in the City of New York down Fifth avenue, across Washington Park, and along South Fifth avenue to the Bleeker Street Elevated Station and return," — which stage route has been continuously operated by this company or its predecessors in title to such route since the 25th day of April, 1900, and was so operated for more than five years prior to said date, viz., since the year 1886 or thereabouts.

IV. That your petitioner, under the provisions of chapter 657 of the Laws of the State of New York of 1900, and the provisions of the Transportation Corporations Law, section 23, embodying the aforesaid act, has been authorized and empowered to own and operate the same as extended in and upon other streets and highways of The City of New York, upon obtaining the approval of the State Board of Railroad Commissioners to such extension, and has, upon two prior occasions, heretofore obtained the approval of said Board of Railroad Commissioners, the powers of which prior to May 27, 1913, were vested in the Public Service Commission for the First District with regard to The City of New York, and by virtue thereof has extended and has since operated such extensions by electricity or other motive power. That your petitioner has further extended its route pursuant to an order of the said Public Service Commission, granted on the 19th day of April, 1912.

V. In pursuance of section 1461 of the Charter of The City of New York and said section 23 of the Transportation Corporations Law—originally enacted as chapter 657 of the Laws of 1900, and amended by chapter 219 of the Laws of 1909—providing for the authorization of an extension of stage routes by the Public Service Commission, your petitioner on or about the 25th day of February, 1913, filed a petition with said Commission for a further extension of its routes, as follows:

From the intersection of its route on West 57th street with 7th avenue, thence southerly along 7th avenue to Broadway, thence southerly long Broadway to West 34th street, thence westerly along West 34th street to 7th avenue, thence southerly along 7th avenue to West 31st street (connecting at West 32d street with its existing route), thence westerly along West 31st street to 8th avenue, thence northerly along 8th avenue to West 33d street, thence easterly along West 33d street to 7th avenue.

Also from the intersection of its route on 5th

avenue with East 57th street, thence easterly along East 57th street to Park avenue, thence northerly along Park avenue to East 96th street.

Also from the intersection of Park avenue with East 57th street, thence southerly along Park avenue to East 45th street, thence westerly along East 45th street to Vanderbilt avenue, thence southerly along Vanderbilt avenue to East 42d street, thence easterly along East 42d street to Park avenue, thence southerly along Park avenue to East 40th street, thence westerly along East 40th street to Madison avenue, thence southerly along Madison avenue to East 23d street, thence easterly along East 23d street to Lexington avenue, thence southerly along Lexington avenue to East 21st street, thence westerly along East 21st street to Gramercy Park West, thence southerly along Gramercy Park West to East 20th street, thence easterly along East 20th street to Irving place, thence southerly along Irving place to East 14th street, thence westerly along East 14th street to and across Union Square East and around the Washington Monument.

Also from the intersection of East 45th street with the elevated roadway extending along the westerly and southerly sides of the Grand Central Terminal, thence southerly and easterly along said elevated roadway around the Grand Central Terminal to the viaduct spanning East 42d street, thence southerly along the viaduct spanning East 42d street to Park avenue, thence southerly along Park avenue to East 40th street.

Also from the intersection of Lexington avenue with East 21st street, thence easterly along East 21st street to Gramercy Park East, thence southerly along Gramercy Park East to East 20th street, thence westerly along East 20th street to Irving place.

Also from the intersection of Madison avenue and East 32d street, thence westerly along East 32d street to 5th avenue, connecting with its existing route upon said avenue.

VII. Your petitioner made a part of its said petition copies of its incorporation and charter papers, and papers showing its previous applications for extension and the proceedings by the Railroad Commissioners upon the basis of which the same were granted, all of which had theretofore been filed with said Commissioners on or about December 18, 1907, as well as the papers upon the basis of which its routes were extended under order of said Public Service Commission of April 19, 1912, and the papers evidencing acceptances of such extensions which had been theretofore filed therein, also the papers filed and proceedings had before said Commission in support of its prior applications for extensions of routes, dated May 13, 1912, and as amended by its petition dated July 29, 1912.

VIII. The application made as aforesaid on the 25th of February, 1913, was held in abeyance and without action thereon by said Commission by reason of the fact that legislation was proposed by The City of New York transferring the franchise granting power with regard to extensions of stage routes in case of existing companies in the position of your petitioner from the Public Service Commission for the First District to your honorable Board, which legislation, as your petitioner is advised, was realized on or about May 27, 1913, by the enactment of chapter 769 of the Laws of 1913.

The application of your petitioner filed on February 25, 1913, was the renewal of an application covering many of the same streets which was filed with said Commission on or about the 13th day of May, 1912, and upon which various hearings were had, which application was filed on or about the 31st day of December, 1912—"at the present time," but renewed as above stated on February 25, 1913.

Resolved, That the Secretary is directed to cause such petition and these resolutions to be published for at least two (2) days in two daily newspapers in The City of New York, to be designated by the Mayor, and for at least ten (10) days in the City Record immediately prior to such date of public hearing. The expense of such publication to be borne by the petitioner.

JOSEPH HAAG, Secretary. New York, June 5, 1913. j27, jy10

PUBLIC NOTICE IS HEREBY GIVEN THAT at a meeting of the Board of Estimate and Apportionment held June 19, 1913, the following petition was received:

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

The supplemental petition of New York Motor Bus Company, Incorporated, respectfully shows that your petitioner having, on the 16th day of January, 1913, duly filed its amended petition for a franchise, or grant of certain truck, stage or omnibus routes in the Borough of Manhattan, upon which application a public hearing was had, after due advertisement on the 13th day of February, 1913, which said petition is still pending; now your petitioner desires to obtain and hereby respectfully applies for a franchise or grant supplemental and additional thereto, in, upon and along and over the surface of the following streets, avenues, highways, roads, bridges, approaches and public places in the Borough of Manhattan, City of New York, to wit:

(1) 191st street, from St. Nicholas avenue to Wadsworth avenue; northerly on Wadsworth avenue, from 191st street to St. Nicholas avenue; St. Nicholas avenue, from Wadsworth avenue to Broadway; Broadway, from St. Nicholas avenue to Columbus circle; Columbus circle; Broadway, from Columbus circle to Times Square; Times square; Broadway, from Times square to Herald square; Herald square; Broadway, from Herald square to Madison square; Madison square; Broadway, from Madison square to Union square; Union square; (2) a'st 120th street, from Broadway to Morningside Park West; Morningside Park West, from 120th street to Cathedral park way; Cathedral parkway, from Morningside Park West to Central Park West; Central Park West, from Cathedral parkway to Columbus circle; 8th avenue; (3) 57th street, from 8th avenue to Broadway; (4) also 58th street, from 8th avenue to Broadway; (4) also 60th street, from Central Park West to Broadway; (5) also 7th avenue, from 125th street to 110th street; 110th street, from 7th avenue to 8th avenue or Central Park West; (6) also 96th street, from Broadway to Central Park West; (7) also 97th street, from Broadway to Central Park West; (8) also the transverse street across Central park in the vicinity of 97th street, from Central Park West to 5th avenue; (9) also 47th street, from Broadway to Park avenue; (10) also 46th street, from Broadway to Park avenue; (11) also 38th street, from 7th avenue to Park avenue; (12) also 37th street, from 7th avenue to Park avenue; (13) also 32d street, from 7th avenue to Broadway; Broadway, from 32d street to 31st street; 31st street, from Broadway to 7th avenue; (14) also 6th avenue, from 32d street to 31st street; (15) also 26th street, from Broadway to Madison avenue; (16) also 4th avenue, from 17th street to 15th street; (17) also 17th street, from Broadway to Irving place; (18) also 16th street, from 4th avenue to Irving place; (19) also 15th street, from 4th avenue to Irving place; (20) also 23d street, from Lexington avenue to 7th avenue; 7th avenue, from 23d street to 47th street; (21) also 120th street, from Broadway to Riverside drive; Riverside drive, from 120th street to the vicinity of Dyckman street, besides such other route or routes, as extensions and prolongations of the above described routes, as may hereafter be granted.

It is proposed to operate on all of the routes set forth in the said amended petition and supplemental petition at least 150 vehicles, to be

establish, maintain and operate stage and omnibus routes for public use in the transportation of persons and property for compensation in The City of New York over the following routes:

1. Beginning at the intersection of 8th avenue and 96th street, thence along 8th avenue from 96th street to the intersection of 8th avenue with Broadway at 59th street; thence along Broadway from its intersection with 8th avenue to 7th avenue; and along 7th avenue, from 33d street to 34th street, along 34th street, from 7th avenue to Broadway; along Broadway, from 34th street to the intersection of Broadway with 8th avenue at 59th street; 8th avenue, between 97th street and 96th street, being otherwise known as Central Park West.

2. Beginning at the intersection of Riverside drive and 77th street; thence along 77th street to 8th avenue; thence along 8th avenue to an intersection with Transverse Road No. 2 through Central Park to 5th avenue and across 5th avenue to 79th street and along 79th street to 3d avenue; returning along the same route.

3. Beginning at the intersection of Park avenue and 96th street; thence along Park avenue and 4th avenue to 34th street; thence along 34th street to 7th avenue, and thence along 7th avenue to 3d street; returning along the same route.

And to cross such other streets, avenues and public places, named and unnamed, as may be encountered in said route or routes.

And to run upon any deviations from or modifications of said routes and upon such other or additional route or routes as such corporation may be authorized to run upon by any franchise or franchises hereafter obtained by it.

Dated New York, June 2, 1913.

MANHATTAN MOTOR BUS COMPANY, INC. CORPORATION.

By OREN ROOT, President.

[SEAL.] Attest: HAYDOCK H. MILLER, Secretary.

WILLIAM A. EVANS, Attorney for Petitioner.

No. 1 Broadway, Manhattan, New York City.

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

Stanley L. CONKLIN, being first duly sworn, says that he resides in Huntington, Long Island, New York, and that he is the President of the New York Motor Bus Company, Inc., the petitioner named herein, a corporation created under the laws of the State of New York; that he has read the foregoing petition, and that the same is true to the knowledge of deponent, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters he believes it to be true.

Deponent further says that the reason why this verification is not made by the petitioner is that it is a corporation; that this deponent is an officer of the same, to wit, president, and that the grounds of his belief as to all matters not therein stated upon his knowledge are as follows: Statements made to him by certain officers or agents of the petitioner.

STANLEY L. CONKLIN.

Sworn to before me this 6th day of June, 1913.

M. C. HOPKINS, Notary Public, New York Co.

No. 1736.

[SEAL.]

— and the following resolutions were then adopted:

Whereas, The foregoing petition from the New York Motor Bus Company, Inc., dated June 6, 1913, was presented to the Board of Estimate and Apportionment at a meeting held June 19, 1913;

Resolved, That in pursuance of law this Board sets Thursday, the 10th day of July, 1913, at 10.30 o'clock in the forenoon and Room 16 in the City Hall, Borough of Manhattan, as the time and place when and where such petition shall be first considered, and a public hearing be had thereon, at which citizens shall be entitled to appear and be heard; and be it further

Resolved, That the Secretary is directed to cause such petition and these resolutions to be published for at least two (2) days in two daily newspapers in The City of New York, to be designated by the Mayor, and for at least ten (10) days in the City Record immediately prior to such date of public hearing. The expense of such publication to be borne by the petitioner.

JOSEPH HAAG, Secretary.

New York, June 19, 1913. j27, jy10

PUBLIC NOTICE IS HEREBY GIVEN THAT at a meeting of the Board of Estimate and Apportionment held June 5, 1913, the following petition was received:

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

Gentlemen—The undersigned, The New York Edison Company, The United Electric Light and Power Company, The Yonkers Electric Light and Power Company, hereby each severally petitions your Honorable Body for a franchise (within the territory in which it operates) for a period of twenty-five years, with a right or option of renewal for a like period of twenty-five years, to place, locate, erect, construct, use and maintain ducts, conduits, poles and towers, with the necessary fixtures attached thereto, and to string and hang thereon wires and draw and use the same on, over, along, under and through the lands purchased or condemned by The City of New York for aqueduct purposes, and on, over, along, under and through the lands, easements or interests in which have been purchased or condemned by The City of New York for aqueduct purposes, pursuant to chapter 724 of the Laws of 1905 and the acts amendatory thereof and supplemental thereto or pursuant to chapter 490 of the Laws of 1883 and the acts amendatory thereof and supplemental thereto, extending from the Battery, in the Borough of Manhattan, City of New York, to the boundary line between the Counties of Westchester and Putnam, for the purpose of conveying, conducting and transmitting electricity and supplying and distributing the same for light, heat and power for general commercial purposes.

Dated New York, May 28, 1913.

THE NEW YORK EDISON COMPANY.

By THOMAS E. MURRAY, Vice-President.

THE UNITED ELECTRIC LIGHT AND POWER COMPANY.

By BENJ. WHITELEY, Treasurer.

THE

Reg. No. 6211. Certificate filed in New York County, Reg. No. 5028.

[SEAL]

State of New York, County of New York, ss.: Robert A. Carter, being duly sworn, deposes and says: That he has read the foregoing petition and knows the contents thereof, and that the same is true of his own knowledge, except to the matters therein stated to be alleged upon information and belief, and as to those matters he believes it to be true.

That the reason why this verification is made by deponent and not by the petitioner, Westchester Lighting Company, is that said petitioner is a domestic corporation, whereof deponent is an officer, to wit, secretary.

R. A. CARTER.

Sworn to before me this 28th day of May, 1913.

M. A. CROSS, Commissioner of Deeds of The City of New York, No. 31, residing in Kings County, No. 3000.

—and at the meeting of June 19, 1913, the following resolutions were adopted:

Whereas, The foregoing petition from The New York Edison Company, The United Electric Light and Power Company, The Yonkers Electric Light and Power Company, Westchester Lighting Company, dated May 28, 1913, was presented to the Board of Estimate and Apportionment at a meeting held June 5, 1913;

Resolved, That in pursuance of law this Board sets Thursday, the 10th day of July, 1913, at 10:30 o'clock in the forenoon and Room 16 in the City Hall, Borough of Manhattan, as the time and place when and where such petition shall be first considered, and a public hearing be had thereon, at which citizens shall be entitled to appear and be heard; and be it further

Resolved, That the Secretary is directed to cause such petition and these resolutions to be published for at least two (2) days in two daily newspapers in The City of New York, to be designated by the Mayor, and for at least ten (10) days in The CITY RECORD immediately prior to such date of public hearing. The expense of such publication to be borne by the petitioner.

JOSEPH HAAG, Secretary.

New York, June 19, 1913. j27, jv10

**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 Brooklyn and North River Railroad Company has, under date of January 8, 1912, made application to this Board for the grant of the right, privilege and franchise to construct, maintain and operate a double track street surface railway upon and along Flatbush Avenue Extension, from Fulton street to Nassau street, Borough of Brooklyn, and upon and over the Manhattan Bridge and its approaches to and connecting with existing tracks in Canal street, Borough of Manhattan; 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 April 11, 1912, fixing the date for a public hearing thereon as May 9, 1912, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in "The Times" and "New York Press," 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 day; 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 Brooklyn and North River Railroad Company, and the adequacy of the compensation to be paid therefor; and

Whereas, This Board adopted a resolution on January 30, 1913, ordering the proposed form of contract for the grant of the franchise or right entered upon the minutes, published pursuant to law, and fixing March 13, 1913, as the date for a public hearing thereon, and such hearing was opened on said date, and has been continued from time to time to June 5, 1913; and

Whereas, At the meeting of this Board held June 5, 1913, a report was received from the Franchise Committee recommending certain amendments in and to the proposed form of contract, and said recommendations were adopted, and the proposed form of contract amended in accordance therewith; now, therefore, it is

Resolved, That the following form of the resolution for the grant of the franchise or right applied for by the Brooklyn and North River Railroad Company, containing the form of the proposed contract for the grant of such franchise or right, be hereby introduced and entered into the minutes of this Board, as follows, to wit:

Resolved, That the Board of Estimate and Apportionment hereby grants to the Brooklyn and North River Railroad Company the franchise, or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all 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 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 Brooklyn and North River Railroad Company (hereinafter called the Company), party of the second part, witnesseth:

Whereas The Brooklyn Heights Railroad Company, The Nassau Electric Railroad Company, The Metropolitan Street Railway Company, the Third Avenue Railroad Company, the Dry Dock, East Broadway and Battery Railroad Company and the Coney Island and Brooklyn Railroad Company did, on December 15, 1911, enter into a so-called participating agreement as follows:

The Brooklyn Heights Railroad Company, the Nassau Electric Railroad Company, the Metropolitan Street Railway Company, the Third Avenue Railroad Company, the Dry Dock, East Broadway and Battery Railroad Company and Coney Island and Brooklyn Railroad Company (called participating companies) agree to unite in organizing New Company for purpose of constructing and operating a line running generally from North River via Canal street, Manhattan Bridge and Flatbush Avenue Extension to Fulton street—called Local Railroad—and between terms of bridge, called Bridge Line.

Capital to be sufficient for construction and equipment of line and to be subscribed for in following proportions by participating companies: Brooklyn Heights R. R. Co. and Nassau Electric R. R. Co. .... 25% Metropolitan Street Railway Co. .... 25% Third Avenue R. R. Co. and Dry Dock, East Broadway and Battery Railroad Co. .... 25% Coney Island and Brooklyn Railroad Co. .... 25%

Fare to be five cents for one continuous ride, except that fare on Bridge Line only will be three cents, with two tickets for five cents.

Fare of five cents on Local Railroad each passenger to be entitled to one transfer to intersecting lines of participating companies, and

intersecting lines of participating companies to issue transfers to Local Railroad on payment of five-cent fare. No transfers to be issued upon transfers by Local Railroad, and none by participating companies.

Inasmuch as the principal portion of the business of the Local Railroad is likely to be traffic represented by transfers issued or received on said Local Railroad, and issued or received by said participating companies, in addition to the traffic now carried by said participating companies exclusively, but likely to be diverted to said Local Railroad, and any satisfactory division of receipts from such traffic and of the expense of hauling such traffic is impossible of determination in advance between the New Company and each of the participating companies, therefore, in order to procure the co-operation of all of said participating companies the following arrangement is agreed upon, to wit:

Each participating company shall retain the fares collected upon its lines and represented by transfers to the Local Railroad, and shall have the right to redeem the transfers received by it from the Local Railroad at the minimum rate of 1½ cents per transfer thus redeemed.

If, however, at the end of any year's operation, any of the participating companies should not be satisfied that the aforesaid minimum rate for the redemption of transfers received by it from the Local Railroad is sufficient, then the New Company shall increase the redemptive value of such transfers to a rate that may be equitable, but not to exceed two cents for transfer thus redeemed, and provided said increased rate thus established shall leave remaining a profit of at least ten (10%) per cent, on the stock of the New Company from the operations of its railroad, and in the event that there should be any difference between any such participating company and the New Company as to the rate at which such transfers received from the Local Railroad by the participating companies should be redeemed, such difference shall, at the option of either party, be determined by arbitration in the usual manner, but such arbitration shall not fix the aforesaid redemptive rate at less than 1½ cents, nor more than two cents per transfer.

EDWARD A. MAHER, General Manager for the Receiver, Third Avenue Railroad Co.; S. W. HUFF, President Coney Island and Brooklyn Railroad Company; T. S. WILLIAMS, President, The Brooklyn Heights Railroad Company; C. D. MENEELY, Vice-President, The Nassau Electric Railroad Company; ADRIAN H. JOLINE, DOUGLAS ROBINSON, as Receivers Metropolitan Street Railway Company; EDWARD A. MAHER, General Manager for Receiver, Dry Dock, East Broadway and Battery Railroad Company.

December 15, 1911.

Whereas, The New Company provided for in said agreement has been organized by a certificate of incorporation filed in the office of the Secretary of State on December 30, 1911, under the name of the Brooklyn and North River Railroad Company;

Now, therefore, in consideration of the making of such participating agreement by the said companies, and of the terms thereof, particularly those which relate to the through operation of cars by the new company from North River, Borough of Manhattan, to Fulton street, Borough of Brooklyn, and the issue and receipt of transfers for a single fare of five (5) cents, and for the purpose of enabling such through operation, issue and receipt of transfers, and in further consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

Section 1. The City hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the following rights and privileges:

First—To construct, maintain and operate a double track street surface railway, with the necessary wires and equipment, for the purpose of conveying passengers and property in the Boroughs of Manhattan and Brooklyn, in The City of New York, upon the following route, to wit:

Beginning at a point in Flatbush Avenue Extension at its intersection with Fulton street; thence in and upon Flatbush Avenue Extension to its intersection with Nassau street; thence in, and across Nassau street to the northerly side thereof, to a point where connection can conveniently be made with the tracks upon the Manhattan Bridge to be used by the Company, all in the Borough of Brooklyn.

And to cross such other streets and avenues, named and unnamed, as may be encountered in said route. Provided, however, that nothing in this contract shall be construed as permitting the construction or existence of more than a double track street surface railway in any portion of the route above specified.

The said route, with turnouts, switches and crossovers, hereby authorized, is shown upon a map hereinbefore referred to.

Resolved, That the Board of Estimate and Apportionment hereby grants to the Brooklyn and North River Railroad Company the franchise, or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all 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:

"The Brooklyn and North River R. R. Co., Map showing proposed railway of the Brooklyn and North River R. R. Co., in the Boroughs of Brooklyn, Manhattan, City of New York, to accompany petition to the Board of Estimate and Apportionment, dated January 3, 1912."

—and approved by Edward A. Maher President, and Henry J. Kolb, Civil Engineer; a copy of which is attached hereto, is to be deemed a part of this contract, 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.

Second—To operate the cars of the Company on two tracks when constructed upon the Manhattan Bridge and approaches thereto; such tracks to be assigned to the Company by the Commissioner of Bridges, beginning at a point on the northerly side of Nassau street, where connection can conveniently be made with above tracks in Nassau street; thence upon and along land acquired for the Manhattan Bridge terminal in the Borough of Brooklyn to the approach to the Manhattan Bridge; thence upon and along said approach to the Manhattan Bridge; thence upon and along the Manhattan Bridge terminal in the Borough of Manhattan; thence upon said approach to land acquired for the Manhattan Bridge terminal in the Borough of Manhattan; thence upon and along said land to Canal street, and there connecting with the existing tracks or tracks to be substituted therefor in Canal street.

The said route is more particularly shown on the map hereinbefore referred to.

The routes described in paragraphs first and second of this section are to be operated by the Company as a part of a continuous route running from the intersection of Flatbush avenue and Fulton street, in the Borough of Brooklyn, along the Flatbush avenue extension to and across the Manhattan Bridge and its approaches to Canal street, in the Borough of Manhattan, and by means of trackage agreements with other companies along Canal street and other streets to the Desbrosses street ferry at the North River.

The said continuous route is shown by red and blue lines on the map hereinbefore referred to.

Section 2. The grant of the right or privilege to construct, maintain and operate said railway in and upon Flatbush avenue extension, from Fulton street to the northerly side of Nassau street, 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 six (6) 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 six (6) 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—Nothing in this consent 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 in and upon said Flatbush Avenue Extension, from Fulton street to the northerly side of Nassau street, and the Company shall not at any time oppose, but shall consent to 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, and which may necessitate the use of any portion of the railway which shall be constructed or operated by the Company upon said Flatbush Avenue Extension.

Third—Nothing in 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, upon said Flatbush Avenue Extension, or any portion thereof, or upon any other corporation or individual which may receive a right or privilege, and to use 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 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 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.

Fourth—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—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 or upon private property, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Sixth—The portion of said railway in the Borough of Manhattan and upon the Manhattan Bridge and its terminals shall be operated by underground electric power substantially similar to the system of underground electric power now used by the street surface railways in the Borough of Manhattan; or by electric storage battery power; provided that any other power may be used, except locomotive steam power, horse power or overhead electric power, which may be lawfully used, 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.

Seventh—No wires for the transmission of power, except trolley wires, shall be permitted unless they be placed in conduits underneath or along the side of the railway. When such conduits are constructed the Company shall provide two (2) conduits not less than three (3) inches in diameter each, for the exclusive use of the City. The Company hereby agrees that such conduits shall be used only by the Company and the City, as above.

Eighth—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.

Ninth—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 Brooklyn, 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 official, at its own expense, and the provisions as to repairs herein contained shall apply to such new or altered pavement.

Tenth—Any alteration to the sewerage or drainage systems, 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.

Eleventh—It is agreed that the right hereby granted to operate a street surface railway shall not be in preference or in hindrance to public use 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.

Twelfth—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.

Section 3. The grant of the right or privilege to operate cars upon two (2) tracks of the Manhattan Bridge and the approaches thereto, upon the route hereinbefore described, and to use other equipment owned by the City upon said bridge is subject to the following conditions, which shall be complied with by the Company.

First—The Company shall use only such tracks and terminal facilities as shall be assigned to the Company by the Commissioner of Bridges, and nothing in this contract shall be deemed to affect in any way the right of the City to grant to any individual or other corporation a similar right or privilege upon the same or other terms and conditions, or to affect the right of the Commissioner of Bridges to assign the same or other tracks and terminal facilities to such individual or other corporation.

Such tracks, terminal facilities and all electrical equipment necessary for the operation of cars thereon shall be originally installed at the expense of the City, and shall remain the property of the City, but the Company shall pay the cost of keeping and maintaining such tracks and electrical equipment in good order and repair, and in such manner as shall be approved and directed by the Commissioner of Bridges, and shall furnish all motive power required by the Commissioner of Bridges for the operation of its cars, and the Company shall renew any or all tracks and electrical equipment used by it upon the bridge and its terminals when directed by the Commissioner of Bridges, and in such manner as may be prescribed by him. If deemed necessary by the Commissioner of Bridges, the Company shall install and operate a system of signals to insure the safe and efficient operation of cars; such sys-

tem to be approved by the Commissioner of Bridges. In the event of any necessity for changing the layout of tracks, curves, switches, sidings or platforms on the bridge, in order to facilitate operation of cars by the Company, said Company shall do all the work and furnish all the labor, material and tools necessary for effecting such changes, which shall all be made under the control and direction of the Commissioner of Bridges, and no such changes or construction connected therewith, or relating thereto, shall be made unless the plan or plans for the same have been first submitted to the Commissioner of Bridges and approved by him.

If, however, the tracks, terminal facilities and appliances herein mentioned are used by any other individual or corporation, then the Company shall bear only such proportion of the cost or work required by the terms and conditions of this subdivision as the use of such track, terminal facilities and appliances by the Company bears to the entire use of such tracks, terminal facilities and appliances.

Second—Before beginning the operation of the cars, the Company shall file with the Commissioner of Bridges a statement for his approval and assent as to the type of car which it proposes to operate, and a sketch showing clearance dimensions, weight on axles and wheel spacing, or such other information as may be required by said Commissioner. All cars operated over the bridge by the Company, and all equipment and appliances relating to such operation shall be subject at all times to the inspection of the Commissioner of Bridges, or his authorized representatives, who shall have power to forbid the entrance to the bridge of cars which may for any reason be unsatisfactory, and who shall have power to direct the removal of any old or inadequate appliance and the substitution thereof for appliances of approved character.

Said Commissioner may adopt rules and regulations in regard to the number of cars to be operated over the bridge, the rate of speed of said cars, the movement and headway thereof, the type and weight of cars to be used and the condition thereof, the switching of cars and the use of platform and the control of the electrical current used by the Company, and the said Commissioner may alter and amend any such rules and regulations so as to secure the safety and comfort of persons using the bridge and preserve the purposes for which the bridge was constructed, and, upon serving notice upon the Company that such rules and regulations have been made, amended or altered, the Company shall comply with all the requirements thereof.

Third—Nothing in this contract shall be deemed to affect in any way the right of the Commissioner of Bridges to make any alterations or changes in the construction, operation or management of the bridge, or to affect in any way the control of said Commissioner over such bridge as provided by the Charter of the City.

Fourth—The Company hereby agrees that it shall not operate any cars exclusively for a purely local service between the termini of the Manhattan Bridge, and further agrees that the route of none of the cars operated by the Company shall end at either terminal of said Manhattan Bridge.

Section 4. The grant of the said rights and privileges to construct, maintain and operate a street surface railway in and upon Flatbush Avenue Extension from Fulton street to the northwardly side of Nassau street upon the route hereinbefore described, and upon the Manhattan Bridge and approaches thereto upon the route hereinbefore described, are both subject to the following conditions, which shall be complied with by the Company:

First—The said rights and privileges shall be held and enjoyed by the Company for the term of ten (10) years from the date upon which this contract is signed by the Mayor, with the privilege of renewal of said contract for the further period of fifteen (15) years upon a fair revaluation of the right and privilege to operate over such continuous route and for the right to use the tracks owned by the City upon the Manhattan Bridge and the approaches thereto, and the terminal loop or other terminal facilities which are the property of the City and used by the Company.

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 fifteen (15) 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 valuations 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 fifteen thousand dollars (\$15,000) 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 four thousand dollars (\$4,000), but which shall be equal to three (3) per cent. of its gross receipts if such percentage shall exceed the sum of four thousand dollars (\$4,000).

During the remaining term of five (5) years, an annual sum which shall in no case be less than seven thousand dollars (\$7,000), but which shall be equal to five (5) per cent. of its gross receipts if such percentage shall exceed the sum of seven thousand dollars (\$7,000).

The gross annual receipts mentioned above shall be the gross receipts from all sources within the limits of the City, less the sum or sums paid for the redemption of transfers issued, pursuant to this contract, by the Company to the intersecting or contiguous lines of the companies which are parties to the participating agreement dated and executed December 15, 1911, hereinbefore referred to, viz:

The Brooklyn Heights Railroad Company, the Nassau Electric Railroad Company, the Metropolitan Street Railway Company, the Third Avenue Railroad Company, the Dry Dock, East Broadway and Battery Railroad Company and Coney Island and Brooklyn Railroad Company or the successor companies of either or any of them.

The rate for such redemption shall not in any case exceed two (2) cents for each transfer so issued and redeemed.

(c) For the use of the tracks owned by the City upon the Manhattan Bridge and the approaches thereto, the sum of five cents for each round trip, or the sum of two and one-half cents for each single trip of each and every car operated upon the bridge.

The number of cars shall be certified by the Commissioner of Bridges to the Comptroller once each month, in such form as shall be designated by the Comptroller.

The annual charges shall commence on November 13, 1912.

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.

Any and all payments to be made by the parties 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 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 part thereof, shall be valid or effectual for any purpose unless the said agreement, 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—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 consents shall not render unnecessary any subsequent consent or consents.

Fifth—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.

Sixth—The rate of fare for any passenger upon the railway hereby authorized 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 its road, or on any road, line or branch operated by it or under its control to any other point thereof or any connecting branch thereof within the limits of the City, and the Company shall not charge a rate of fare for any passenger of less than five (5) cents for one continuous ride upon any part of the route hereby authorized, where said route is identical with the route upon which cars shall be operated by the Manhattan Bridge Three Cent Line, by virtue of its franchise granted by contract dated July 10, 1912, without the consent of the Board, except that the Company shall and must charge a fare of but three (3) cents for a single ride between the termini of the Manhattan Bridge, and shall and must sell tickets for two (2) such rides between the termini of said Bridge, in either direction, for five (5) cents.

The Company shall not charge any passenger desiring to ride on any car operated by the Company from one terminal of the Manhattan Bridge to the other terminal thereof, but no further, a fare exceeding three (3) cents for each of such rides, and the Company shall at all times have for sale tickets at the rate of two tickets for five (5) cents, each of which shall entitle a passenger to ride across said bridge between the termini thereof, upon any of the cars of the Company; and the Company shall not charge any passenger for a ride between the termini of Manhattan Bridge a rate of fare less than three (3) cents for each single ride, nor sell tickets entitling a passenger to such ride at the rate of less than two tickets for

five (5) cents, without the consent of the Board.

It being the intention and of the essence of this contract:

1. That the railway hereby authorized shall be operated by the Company as part of a continuous line from Fulton Street, Brooklyn, to Desbrosses Street Ferry, Manhattan, under the franchise, rights and privileges herein granted and on the route herein specified, and from the termination of the route herein specified at the terminus of the Manhattan Bridge, in the Borough of Manhattan, to Desbrosses Street Ferry, in said Borough, by way of Canal Street and other necessary streets, under trackage agreements with such of the companies named in the participating agreement hereinbefore referred to, or the successor companies of either or any of them, as hold valid franchises to operate on said Canal Street and such other necessary streets.

2. That transfers shall be exchanged for a single fare between the through or continuous line of railway to be operated as above, and the intersecting lines in the Borough of Manhattan, and intersecting or contiguous lines in the Borough of Brooklyn, of such participating companies and the successor companies of either or any of them.

—It is further provided that the rate of fare for any passenger from any point on such through or continuous line operated by the Company to any point on any line of any of the participating companies and the successor companies of either or any of them operating in the Borough of Manhattan which intersects such through or continuous line, and to any point on any line of any of the participating companies and the successor companies of either or any of them operating in the Borough of Brooklyn, which intersects or is operated on a route or routes within five hundred feet of the Brooklyn terminus of said through or continuous line, and from any point on any line of any of the participating companies and the successor companies of either or any of them operating in the Borough of Brooklyn, which intersects or is operated on a route or routes within five hundred feet of the Brooklyn terminus of said through or continuous line operated by the Company, shall not exceed five (5) cents, and for this purpose transfers shall be issued and received by the Company and the participating companies and the successor companies of either or any of them upon payment of said single fare of five (5) cents. But neither the Company nor any of the participating companies shall by this contract be required to issue transfers upon transfers or more than one transfer for said single fare of five (5) cents, nor shall the Company be required by this contract to issue transfers upon the payment of said single fare of three cents or to any passenger tendering a ticket, as above provided, for transportation between the termini of the Manhattan Bridge.

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.

It is understood and agreed that nothing herein contained shall be construed as limiting the present or future jurisdiction of any body or official to which the legislature of the State of New York has delegated or may delegate its powers to regulate the rate of fare to be charged upon such railway of the Company.

Seventh—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. Provided that no cars for the transportation of express matter shall be operated between the hours of six o'clock a. m. and eight o'clock p. m. daily, and that the Board may further limit the operation of such cars at public convenience may require.

The rate for the carrying of 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 sums shall be charged for such services than provided for by it.

Eighth—(a) The Company, within three (3) months after the signing of this contract by the Mayor, shall itself execute and procure the execution by the other companies of trackage agreements for the use of such tracks of the companies named in the participating agreement hereinbefore referred to or the successor companies of either or any of them on Canal street and other streets in the Borough of Manhattan as may be necessary for the through operation of its line between Fulton street, Borough of Brooklyn, and Desbrosses Street Ferry, Borough of Manhattan, and shall within the same time file sworn copies of such agreements with the Board.

(b) The Company shall commence through or continuous operation of the railway from Fulton street, Borough of Brooklyn, to Desbrosses Street Ferry, Borough of Manhattan, within the time fixed by this contract for the completion of construction and commencement of operation of the railway herein authorized, and shall continue such through or continuous operation throughout the entire term of this contract, whether original or renewal.

(c) The Company shall carry passengers on its through or continuous line and issue and receive transfers to and from the lines of the participating companies or either or any of them, for a single fare of five (5) cents, as provided by subdivision sixth of this section.

In the event of the failure of the Company to do or perform any of the acts or requirements contained in this subdivision and designated as a, b and c, respectively, and within the time specified, the franchise, rights and privileges hereby granted shall cease and determine and such *ipso facto* forfeiture shall not be waived, prevented or affected in any way by the inability of the Company to procure the execution by any participating company or the successor companies of either or any of them of the trackage agreements, 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 repair 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 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 acting hereunder, relating to the headway, heating and lighting of cars, fenders, and wheel-guards, 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 wheel-guards, in case of the violation of the provisions relating to those matters; all of which sums may be deducted from said fund.

Seventeenth—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.

EIGHTEENTH—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 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 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 repair 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 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 acting hereunder, relating to the headway, heating and lighting of cars, fenders, and wheel-guards, 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 wheel-guards, in case of the violation of the provisions relating to those matters; 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 Com-

lighting system equally efficient, or as may be required by resolution of the Board.

Twelfth—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.

Thirteenth—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 the 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.

pany 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.

Nineteenth—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.

Twentieth—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.

Twenty-first—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 5. 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 6. This grant is also upon the further and express condition that the provisions of the Railroad Law pertinent hereto shall be strictly complied with by the Company.

Section 7. 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 BROOKLYN AND NORTH RIVER  
RAILROAD COMPANY,

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

Attest: ..... Secretary.  
(Here add acknowledgments.)

Resolved, That the results of the inquiry made by this Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor, and 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 Brooklyn and North River Railroad 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 Room 16, City Hall, Borough of Manhattan, City of New York, on Thursday, July 10, 1913, at 10:30 o'clock a. m., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

JOSEPH HAAG Secretary.  
Dated New York, June 5, 1913. j16:jy10

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 Long Island Railroad Company has under date of May 6, 1912, made application to this Board for the grant of the right, privilege and franchise to construct, maintain and operate additional railroad tracks across Hamilton street, South street and Farmers avenue or Old Country road, at or near Hollis, in the 4th Ward of the Borough of Queens; 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 May 23, 1912, fixing the date for public hearing thereon as June 20, 1912, at which citizens were entitled to appear and be heard, and publication was had for at least two (2) days in the "Globe" and the "Evening Mail," 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 day; 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 Long Island Railroad Company and the adequacy of the compensation proposed to be paid therefor; now, therefore, it is

Resolved, That the following form of the reso-

lution for the grant of the franchise or right applied for by the Long Island Railroad Company, containing the form of proposed contract for the grant of such franchise or right, be here 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 Long Island Railroad Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all 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 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

1913, 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 Long Island Railroad 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 hereinafter set forth, the right and privilege to construct, maintain and operate certain railroad tracks at or in the vicinity of Hollis, in the 4th Ward of the Borough of Queens, as follows:

(a) Sixteen (16) tracks across Hamilton street (Winsted avenue), between Fulton street (Ja-maica avenue) and South street (Liberty avenue), adjoining the two existing main line tracks of the Company.

(b) Three (3) tracks across South street (Liberty avenue), immediately east of the point where South street is intersected by Hamilton street.

(c) Three (3) tracks across Farmers avenue or Old Country road, at the junction of said avenue with said road, hereafter referred to as Farmers avenue.

—all as shown on a map and profile entitled:

"Amended map and profile to accompany application, dated May 6, 1912, of the Long Island R. R. Co. to the Board of Estimate and Apportionment, City of New York, for the right to install and maintain tracks across Winsted avenue (Hamilton street), Old Country road, or Farmers avenue, and Liberty avenue (South street), in the Borough of Queens."

—and signed: The Long Island R. R. Co., by Joseph F. Keany, Attorney for Petitioner; a copy of which is attached hereto and made a part of this contract.

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 for the term of twenty-five (25) years from May 1, 1913, 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 hereinafter named in this subdivision.

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 hereinafter named in this subdivision, 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 valuations so ascertained, fixed and determined shall be conclusive upon both parties, but no annual sum shall in any event be less than two thousand dollars (\$2,000). 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 of two thousand dollars (\$2,000) 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 annual rate herein named. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company, each paying one-half of the same.

Second—The Company shall pay to the City the sum of twenty thousand dollars (\$20,000) as compensation for the privilege hereby granted for the original term of twenty-five (25) years and in full satisfaction for any claim which the City may have for the past unauthorized use and occupation of the streets by the tracks herein authorized. Such payment shall be made simultaneously with the delivery to the Company of this contract executed by the Mayor.

Any 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—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 tracks 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—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 consents shall not render unnecessary any subsequent consent or

fifth—Upon the termination of this original contract, or if the same be renewed, then upon 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 the contract and the said streets and avenues shall be restored to their original condition at the sole cost and expense of the Company.

Sixth—Tracks across Hamilton street.

The sixteen (16) tracks hereby authorized across Hamilton street shall be constructed and maintained over and above the surface of said street in the manner and subject to the terms and conditions hereinabove named:

(a) The Company shall construct a bridge or archway of sufficient width and capacity to accommodate the sixteen (16) tracks hereby authorized and also the two (2) main line tracks of the Company now laid and existing on the surface of Hamilton street, between Fulton and South streets. Said bridge or archway shall have a span of at least thirty-two (32) feet and a clearance of at least fourteen (14) feet over the surface of Hamilton street at the centre line thereof. For the purpose of constructing said bridge or archway with the prescribed clearance, the Company shall depress the surface of Hamilton street as now existing between Fulton and South streets. The method of constructing said bridge or archway and of depressing the street grades shall be subject to the approval of the Board, and the Company shall submit to the Board, for its approval, plans showing the method of such work. The grades of said bridge or archway shall be as shown on the map and profile attached to and made part of this contract or as may be hereafter fixed by the Board.

(b) That portion of Hamilton street under the bridge or archway and for a distance of fifty (50) feet outside the same at either end thereof shall be well and sufficiently lighted at the expense of the Company, during such hours of the day and night, and by such lighting system as may be prescribed by the President of the Borough of Queens and to his entire satisfaction.

(c) Hamilton street for its entire length from Fulton street to South street, the depression of which is made necessary by the construction of the said bridge or archway, shall be provided by the Company with such suitable and adequate drainage system, with proper outlets therefor, as may be prescribed by the President of the Borough of Queens, and to his entire satisfaction. And the Company shall pave the surface of Hamilton street, for its entire length from Fulton to South street, including its intersection with such streets, with such material as may be prescribed by the President of the Borough of Queens.

(d) The work of constructing the said bridge or archway, changing the street grades and the drainage system, providing drainage outlets and paving the street, as above provided, shall be done at the sole cost and expense of the Company. The Company shall also, at its own entire cost and expense, and for the entire term of this contract, whether original or renewed, maintain the said bridge or archway and the piers and abutments thereof in good order and repair.

(e) The construction of said bridge or archway shall be completed in no event later than the day two (2) years after the date of the execution of this contract by the Mayor. During the period of such two (2) years and pending the construction of said bridge or archway the Company may construct, maintain and operate the tracks hereby authorized across Hamilton street, at the same grade as the surface of said street; provided, however, that the Board may, by resolution, direct the removal of such tracks from the surface of Hamilton street and the construction of the bridge or archway across South street before the expiration of such two-year period.

The Company shall complete the construction of the bridge or archway hereinbefore provided for on or before the expiration of the two-year period or within the time fixed by the Board, should the Board direct the prior removal of the surface tracks, and the Company shall, before such expiration, or within such time, as the case may be, remove from the surface of Hamilton street the sixteen (16) tracks hereby authorized and the said two (2) main line tracks and thereafter maintain and operate the same upon said bridge or archway subject to the terms and conditions of this contract.

Should the Company fail or neglect to complete the construction of the said bridge or archway within the two-year period hereinbefore specified, or within the period fixed by the Board, should it direct the prior removal of the surface tracks, as the case may be, or should the Company, within the same time, fail to remove from the surface of Hamilton street the sixteen (16) tracks hereby authorized and also the said two (2) main line tracks, the right and privilege hereby granted to construct, maintain and operate sixteen (16) tracks across Hamilton street shall cease and determine upon the termination of said two-year period, or on the date fixed for the prior removal of the surface tracks.

Should the Company not take advantage of the privilege to construct, maintain and operate the tracks hereby authorized upon the surface of Hamilton street, as hereinbefore provided and fail to complete the construction of the said bridge or archway within two (2) years from the date of the execution of this contract, by the Mayor, as hereinabove provided, the right and privilege hereby granted to construct, maintain and operate sixteen (16) tracks across Hamilton street shall cease and determine upon the termination of such two-year period.

Seventh—Should the Company, pending the construction of the said bridge or archway, construct, maintain and operate the sixteen (16)

tracks hereby authorized, at the same grade as the surface of Hamilton street, such construction, maintenance and operation shall be in the manner and subject to the terms and conditions hereinafter named:

(a) Such surface tracks and the appurtenances thereto shall be constructed and maintained so as to conform to the grade and lines of the street as now existing.

As long as said tracks, or any portion thereof, remain on the surface of said street, the Company shall maintain all that portion of the surface of the street in which the said tracks are constructed, from outer track to outer track, in a passable condition for pedestrian and vehicular traffic, under the supervision of the local authorities, whenever required by them to do so, and in such manner as they may prescribe.

(b) The Company shall at all times keep that portion of the street in which the said tracks are constructed, from outer track to outer track,

free and clear from ice and snow.

(c) The Company shall station flagmen at such points as shall be necessary to exclude pedestrians and vehicles from the tracks at all times when cars or trains are being operated thereon. Should it seem necessary, in the opinion of the Board, at any time during the period of the maintenance of the tracks on the surface of the street, that gates be erected, maintained and operated across the street, for the purpose of excluding pedestrians and vehicles from the tracks hereby authorized, then the Company shall erect, maintain and operate such gates as may be designated upon thirty (30) days' notice by the Board to the Company.

(d) Passage over said street by either pedestrians or vehicles shall not be interrupted for a greater period than five consecutive minutes at any hour of the day or night.

Eighth—Should the right and privilege to maintain and operate the sixteen (16) tracks across Hamilton street be forfeited as hereinabove provided, the Company shall at its own cost and expense eliminate the existing grade crossing of the main line tracks at Hamilton street, and for this purpose, within one (1) year after notice to do so from the Board, shall complete the construction of and thereafter maintain a bridge across said street of sufficient width and capacity to carry the said main line tracks and shall upon such completion remove to and thereafter maintain upon such bridge the said main line tracks. The said bridge shall be constructed and maintained in the manner and subject to the terms and conditions contained in section 2, sixth, of this contract, except that the Company shall not be required to depress or pave a greater portion of Hamilton street than may, in the judgment of the Board, be necessary for the construction of a bridge to carry only the main line tracks.

Ninth—Tracks across South street.

The three (3) tracks hereby authorized across South street shall be constructed and maintained over and above the surface of such street on a bridge which shall have a span at least equal to the present width of said street, and a clearance of at least fourteen (14) feet above the surface of said street at its present grade; provided, however, that whenever the grade and lines of said street are finally established, either as shown on the map and profile attached hereto or as may be hereinafter fixed by the Board, the Company at such time thereafter as said street is ready for physical improvement and upon notice to do so from the Board, shall alter the said bridge by raising the span thereof so as to allow a clearance of at least fourteen (14) feet over the surface of South street at the new grade thereof and remove the piers and abutments to points outside the lines of said street as changed. The method of such alteration shall be subject to the approval of the Board and before commencing the work thereof, the Company shall submit to the Board for its approval, plans showing such method.

(a) In connection with the alteration of said bridge, the Company shall perform all the work of changing the grades of South street and of changing the drainage system of said streets, and providing the drainage outlets made necessary by the maintenance of said bridge over South street, as above provided, and the Company shall also replace or restore the street pavement which may be disturbed during such work, all to be done under the supervision and subject to the approval of the President of the Borough of Queens.

struct, maintain and operate three (3) tracks across Farmers Avenue shall cease and determine, unless said period shall be extended as hereinafter provided.

(d) The Company shall bear the entire cost and expense of constructing said bridge, changing the street grades and the drainage system, providing drainage outlets and replacing or restoring the street pavement, as above provided, and shall also pay all damages to property owners, resulting from change of street grades, except as to such portion of such cost and of such damages as would relate to or result from the elimination of the crossing at grade of the two (2) existing main line tracks. Said last-named portion shall be apportioned in the manner provided by the Railroad Law for the elimination of existing grade crossings, except that, in no event shall the City's share of such portion exceed the sum of Forty-eight thousand five hundred dollars (\$48,500), and the Company agrees to assume and repay to the City any sum in excess of the said Forty-eight thousand five hundred dollars (\$48,500) which the City may be required to pay as its share of such portion. The Company shall, at its own entire cost and expense, for the entire term of this contract, whether original or renewal, maintain the said bridge and the piers and abutments thereof in good order and repair.

Eleventh—The provisions of this contract, which require the Company to remove from the surface of Farmers Avenue the two (2) main line tracks now laid and existing across such Avenue and to thereafter maintain the same on the bridge hereinbefore provided for, are and shall be subject to the condition that the Public Service Commission for the First District shall adopt an order eliminating the existing crossing at grade of the said main line tracks across Farmers Avenue, and directing the construction and maintenance of the said tracks over and above the surface of said Avenue. Nothing in such order contained, however, providing for the apportionment of the cost of such elimination in a different or more favorable manner to the Company than as herein provided for shall operate to vary the provisions of this contract as to the cost of such elimination, and the Company agrees to waive any such different or more favorable provisions.

Twelfth—Should the grades or lines of Hamilton street, South street or Farmers Avenue, be changed at any time after the said bridge and archway across Farmers Avenue and Hamilton street respectively are constructed, or after the bridge across South street is reconstructed, pursuant to the terms of this contract, the Company, when directed to do so by resolution adopted by the unanimous vote of the Board, shall, at its own entire cost and expense, change or reconstruct said bridge and archway so as to allow a clearance of at least fourteen (14) feet over the surface of said streets and Avenue at the new grades thereof, and remove the piers or abutments of said bridges and archway to such point or points within or without the lines of said streets and Avenue as may be prescribed by the Board; and the Company agrees to waive as to these crossings any provisions of law now in force, or hereafter enacted, which shall provide for the apportionment of the cost of changing or altering existing overgrade or under-grade crossings.

Thirteenth—During the work of constructing or reconstructing the tracks, bridges and archway hereby authorized across Hamilton street, South street and Farmers Avenue, the Company shall at all times permit pedestrians and vehicles to have free and uninterrupted access to and passage over said streets and Avenue and across the tracks of the Company, except as interruptions are hereby permitted as to Hamilton street, or, in lieu thereof, the Company shall provide and maintain temporary crossings on its own lands at or near said streets and Avenue for this purpose, and the Company shall station flagmen at such points as shall be necessary to exclude pedestrians and vehicles from the tracks at all times when cars or trains are being operated thereon.

Fourteenth—The Company shall, upon demand, convey, or cause to be conveyed to the City, for a nominal consideration, a perpetual easement to construct and maintain any necessary sewers, pipes, mains or conduits in and through the lands contained within the limits of, or forming the boundaries or a portion thereof, of the Hollis and St. Albans yards, the whole forming the Holban yard, so called, and also the right to enter upon such lands from time to time as may be necessary for purposes of inspection or to make repairs. In constructing and maintaining such structures the City shall properly support and protect the Company's tracks and equipment.

The Company shall, upon demand, convey, or cause to be conveyed to the City in fee, for a nominal consideration, subject, however, to the right of the Company to continue the operation of its trains or cars thereon, such pieces or parcels of land lying within or forming the boundaries, or a portion thereof, of the Hollis and St. Albans yards, the whole forming the Holban yard, so called, which may be necessary to widen existing streets or for proposed new streets. In case the Company cannot convey or obtain the conveyance of any such piece or parcel of land, the City may acquire the same by condemnation proceedings, and the Company shall reimburse the City for the expense of such condemnation.

Fifteenth—The Company agrees that the lands located within the limits of the so-called Holban yard, comprising the Hollis and St. Albans yards, except such portions thereof as shall lie within the right of way of the Company's main line and Montauk Divisions so called, shall be assessed for public improvements of any nature in the same manner and to the same extent as are other lands not devoted to railroad uses, and the Company agrees to assume and pay such assessments. Provided, however, that where the Company, pursuant to the foregoing subdivision, shall convey or cause to be conveyed to the City in fee, for a nominal consideration, subject, however, to the right of the Company to continue the operation of its trains or cars thereon, such pieces or parcels of land lying within or forming the boundaries, or a portion thereof, of the Hollis and St. Albans yards, the whole forming the Holban yard, so called, which may be necessary to widen existing streets or for proposed new streets. In case the Company cannot convey or obtain the conveyance of any such piece or parcel of land, the City may acquire the same by condemnation proceedings, and the Company shall reimburse the City for the expense of such condemnation.

Sixteenth—The Company agrees that the lands referred to in subdivisions fourteenth and fifteenth of this contract shall be as shown upon a map entitled:

"Map showing limits of Holban Yard in the Borough of Queens, to accompany application dated May 6, 1912, of the Long Island Railroad Company to the Board of Estimate and Apportionment, City of New York."

—and signed, The Long Island Railroad Company, by Joseph W. Keaney, Attorney for Applicant, a copy of which is attached hereto and made a part of this contract.

Seventeenth—In the event that any of the rights and privileges hereby granted shall cease and determine for failure of the Company to commence and complete construction pursuant to the terms of this contract or otherwise, such forfeiture shall not affect the right or title of the City to any moneys paid to the City as compensation for such rights and privileges or its right to retain and hold as security for the faithful performance of the terms and conditions of this contract as to such rights and privileges which may not be so forfeited, any sums which may be deposited with the Comptroller of the City as hereinafter provided, nor shall such forfeiture affect the right of the City to compel the compliance by the Company with such terms and conditions, and in the event that all of such rights and privileges shall cease and determine for failure of the Com-

pany to commence and complete construction pursuant to the terms of this contract, all sums paid to the City as compensation, or which may be deposited with the Comptroller of the City, as hereinafter provided, shall thereupon be forfeited to the City.

It is provided that the periods herein fixed for completing the reconstruction of the bridge across South street and performing the work in connection therewith, and for completing the construction of the bridge across Farmers Avenue, removing the surface tracks from the said Avenue and performing the work in connection therewith, may be extended by the Board, but the total extension of time in the case of either of said streets shall not exceed in the aggregate one (1) year, and provided further that when the commencement or completion of such construction or reconstruction 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 notice to the Board of any such court proceedings or other occasion of delay, and delivered 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.

Eighteenth—Said tracks, bridges and archway and the appurtenances thereto shall be constructed, or reconstructed, 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 or reconstruction upon said tracks, bridges and archway and the appurtenances thereto 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.

Nineteenth—The electrical equipment to be installed by the Company for the operation of the tracks authorized by this contract, whether the same be upon streets and avenues or upon private property, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Twentieth—The right hereby granted shall not be in preference or in hindrance to public work of the City, and should the said tracks, bridges and archway or the appurtenances thereto 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, support and protect the tracks, bridges and archway and appurtenances in the manner directed by the City officials having jurisdiction over such public work.

Twenty-first—Any alteration, not herein provided for, to the sewerage or drainage systems, or to any other subsurface or to any surface structures in the streets, required on account of the construction or reconstruction and operation of the tracks, bridges and archway and the appurtenances thereto, shall be made at the sole cost of the Company and in such manner as the proper City officials may prescribe.

Twenty-second—In addition to the work to be done by or at the expense of the Company, as herein provided, the Company shall pay:

(a) The cost of the protection of all surface and subsurface structures which shall be in any way disturbed by the construction or reconstruction of the tracks, bridges and archway and the appurtenances thereto, and during the removal of the surface tracks herein provided for.

Twenty-third—The right hereby granted is subject to whatever right, title or interest the owners of abutting property or others may have in and to the streets and Avenue in which the Company is hereby authorized to construct, maintain and operate the tracks, bridges and archway.

Twenty-fourth—The Company shall assume all liability to persons or property by reason of the construction, reconstruction or operation of the tracks, bridges and archway and the appurtenances thereto authorized by this contract, and the damages for changes of street grades made necessary thereby, except such damages as shall be included within the cost of eliminating the crossing at grade of the existing two (2) main line tracks across Farmers Avenue, the apportionment of which cost is hereinbefore provided for, 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.

Twenty-fifth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any person or corporation a franchise or right to use any of the streets or avenues herein named, or any part of them, for railway or other purposes.

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, the franchise or consent herein granted, except where an *ipso facto* forfeiture is provided for, 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 tracks, bridges and archway and the appurtenances thereto constructed and in use in streets and avenues 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 reasonable rates 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),

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, of which sums may be deducted from the fund hereinafter provided for.

Twenty-eighth—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 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 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 privileges hereby granted, if any such payment be hereafter required, the maintenance in good order and repair of the bridges and archway and tracks hereby authorized, the removal or relocation of the piers and abutments of said bridges and archway and the widening or elevation of the superstructures thereof in case of future changes in the width or grade of the streets, the removal of the surface tracks wherever required, the repairs of the street pavement, the removal of snow and ice, and the paving and lighting of Hamilton street, and in case of default in the performance by the Company of such terms and conditions, the City shall have the right to cause the work to be done and materials to be furnished for the performance thereof, after due notice, and shall collect the reasonable cost thereof from said fund without legal proceedings; or, after default in the payment of the annual charges, should any be hereafter required, shall collect the same, with interest, from the said fund after ten (10) days' notice to the Company; or, in case of failure to keep any other of the terms and conditions of this contract, the Company shall pay a penalty of ten dollars (\$10) a day for each day of failure, all of which sums may be deducted from the 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 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 of right under the provisions of this contract shall affect any other legal rights, remedies or causes of action belonging to the City.

Twenty-ninth—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 been 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.

Thirtieth—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" across which the Company is authorized to lay tracks.

Thirty-first—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 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. The Company promises, covenants and agrees on its part and behalf to conform 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 [CORPORATE SEAL] Mayor.

Attest: City Clerk.

LONG ISLAND RAILROAD COMPANY,

By [SEAL] 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 Long Island Railroad 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, July 10, 1913, in the CITY RECORD, and at least twice during the ten (10) days immediately prior to Thursday, July 10, 1913, 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 Long Island Railroad 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 Long Island Railroad 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 Room 16, City Hall, Borough of Manhattan, City of New York, on Thursday, July 10, 1913, at 10:30 o'clock a. m., hold a public hearing thereon, at which citizens shall be entitled to appear and be heard.

JOSEPH HAAG, Secretary.  
Dated New York, June 5, 1913. j16,jy10

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 Bronx Traction Company has, under date of May 5, 1913, made application to this Board for the grant of the right, privilege and franchise to construct, maintain and operate a double track street surface railway as an extension to its existing system upon and along Morris Park Avenue, from Bear Swamp road to Williamsbridge road, Borough of The Bronx; 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 May 8, 1913, fixing the date for public hearing thereon, as June 5, 1913, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in "The New York Herald" and "The New York Times," 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 day, 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 Bronx Traction 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 Bronx Traction 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 Bronx Traction Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions, including the provisions as to rates, fares and charges, upon and subject to the terms and conditions in said proposed form of contract contained, and that the Mayor of the City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York, as follows, to wit:

*Proposed Form of Contract.*

This contract, made this day of 1913, 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 Bronx Traction Company (hereinafter called the Company), party of the second part, witnesseth:

Whereas, The Morris Park Estates is the owner in fee of that portion of Morris Park Avenue, hereinbefore described in section 1, lying between the northeasterly side of Bear Swamp road and Williamsbridge road; and

Whereas, Said Morris Park Estates, as additional compensation for the rights conferred hereby, has deposited in escrow a deed of cession of said portion of Morris Park Avenue, to the width of one hundred (100) feet, which said deed, pursuant to the provisions of section 92 of the Greater New York Charter, is to be delivered to the Corporation Counsel simultaneously with the delivery of this contract; and

Whereas, By resolution adopted by the Board May 8, 1913, the President of the Borough of The Bronx was requested, in his discretion, to issue a temporary permit to the Company to open Bear Swamp road or Bronxdale Avenue at Morris Park Avenue, for the purpose of constructing a street surface railway thereon; and

tion, and the other provisions of this contract may be permitted by resolution of the Board.

Sec. 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 January 19, 1936, 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 valuations 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.

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

(a) The sum of one hundred dollars (\$100) in cash upon the delivery of this contract 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 three hundred and fifty dollars (\$350), and which shall be equal to three (3) per cent. of its gross annual receipts if such percentage shall exceed the sum of three hundred and fifty dollars (\$350).

During the second term of five (5) years an annual sum which shall in no case be less than six hundred and fifty dollars (\$650), and which shall be equal to five (5) per cent. of its gross annual receipts if such percentage shall exceed the sum of six hundred and fifty dollars (\$650).

During the third term of five (5) years an annual sum which shall in no case be less than seven hundred and twenty-five dollars (\$725), and which shall be equal to five (5) per cent. of its gross annual receipts if such percentage shall exceed the sum of seven hundred and twenty-five dollars (\$725).

During the fourth term of five (5) years an annual sum which shall in no case be less than eight hundred dollars (\$800), and which shall be equal to five (5) per cent. of its gross annual receipts if such percentage shall exceed the sum of eight hundred dollars (\$800).

During the remaining term expiring January 19, 1936, an annual sum which shall in no case be less than eight hundred and seventy-five dollars (\$875), and which shall be equal to five (5) per cent. of its gross annual receipts if such percentage shall exceed the sum of eight hundred and seventy-five dollars (\$875).

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.

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.

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 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.

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 therefor from the City.

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.

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 for 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 for.

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 privilege. 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, as herein provided, 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 sum 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 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 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.—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.

Ninth.—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 or upon private property, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Tenth.—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 The Bronx, 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.

Eleventh.—Upon six (6) months' notice by the Board to the Company, all wires for the transmission of power, except trolley wires for the operation of the railway, upon all or any portion of the route hereby authorized, shall be placed in conduits beneath or alongside of the railway. The Company shall provide in such conduits two (2) ducts not less than three (3) inches in diameter for the exclusive use of the City. Such ducts shall be used only by the Company for the operation of its railway and by the City, as above.

Twelfth.—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 its road, or on any road, line or branch operated by it or under its control, to any other point thereof, or of any connecting 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.

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

Fourteenth.—The Company shall attach to each car run over the said railway proper fenders and wheelguards, 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.

Fifteenth.—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.

Sixteenth.—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.

Seventeenth.—Cars on 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.

Eighteenth.—The Company, so long as it shall continue to use any of the tracks upon the streets and avenues in which said railway shall be constructed, shall, if directed by the President of the Borough of The Bronx, cause to be watered at least three (3) times every twenty-four (24) hours when the temperature is above thirty-five (35) degrees Fahrenheit, the entire width of the streets and avenues, except when the width of such streets and avenues shall exceed sixty (60) feet between curbsides, in which case the Company shall cause to be watered only sixty (60) feet in width of such roadway, and the Company shall provide for such purpose at least one tank car, the capacity of which shall be sufficient to water such streets and avenues in a satisfactory manner.

Nineteenth.—The Company shall at all times keep the streets and avenues upon which the said railway is constructed, between its track, 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.

Twentieth.—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, 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-first.—Any alteration to the sewerage or drainage systems, 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 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.

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

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-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 reports, 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, the franchise or consent herein granted may be forfeited by a

lation 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 by 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, 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 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, officers 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,  
By ..... Mayor.  
(CORPORATE SEAL.)

Attest: ..... City Clerk.

BRONX TRACTION COMPANY,  
By ..... President.

(SEAL.)

Attest: ..... Secretary.

(Here add acknowledgments.)

Resolved, That the results of the inquiry made by this Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor, and of the terms and conditions, including the provisions as to rates, 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 Bronx Traction 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, July 10, 1913, in the *City Record*, and at least twice during the ten (10) days immediately prior to Thursday, July 10, 1913, 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 Bronx Traction 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 Bronx Traction 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 Room 16, City Hall, Borough of Manhattan, City of New York, on Thursday, July 10, 1913, at 10:30 o'clock a.m., hold a public hearing thereon, at which citizens shall be entitled to appear and be heard.

JOSEPH HAAG, Secretary.

Dated New York, June 5, 1913. j16, jy10

## BOROUGH OF RICHMOND.

### Proposals.

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

TUESDAY, JULY 15, 1913.

Borough of Richmond.

No. 1. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR REGULATING AND GRADING PALMER AVENUE, FROM MADISON AVE. TO RICHMOND AVE., IN THE 1ST WARD, AND TO PAVE THE ROADWAY THEREOF WITH BITUMINOUS MACADAM (PRELIMINARY) PAVEMENT; TO CONSTRUCT CEMENT CURB; TO SET BLUESTONE CURB AT THE CORNERS OF INTERSECTING STREETS; TO LAY CROSSWALKS AND GUTTERS THREE FEET WIDE WITH VITRIFIED BRICK (PERMANENT) PAVEMENT ON A

SIX-INCH CONCRETE FOUNDATION; TO RELAY VITRIFIED BRICK GUTTER AND TO LAY AND RENEW CEMENT SIDEWALK WHERE NECESSARY, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the quantity and quality of the material and the nature and extent, as near as possible, of the work required is as follows:

850 cubic yards of excavation.

1,200 square yards of vitrified brick pavement, including sand bed, and laid with cement grout joints, with one year maintenance.

3,650 square yards of bituminous macadam pavement, furnished and laid, with one year maintenance.

210 cubic yards of concrete foundation.

80 linear feet of new 5-inch by 16-inch blue stone curbstone, for corners, furnished and set.

3,100 linear feet of cement curb constructed.

3,550 square feet of cement sidewalk constructed.

4,250 square feet of cement sidewalk to be relaid.

20 square yards of vitrified brick pavement to be relaid.

The time for the completion of the work and the full performance of the contract is sixty (60) days.

The amount of security required is Forty-eight Hundred Dollars (\$4,800).

No. 2. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR CONSTRUCTING A SANITARY SEWER AND APPURTENANCES IN MANOR ROAD, FROM COLUMBIA ST. TO RICHMOND TURNPIKE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the quantity and quality of the material and the nature and extent, as near as possible, of the work required is as follows:

700 linear feet of salt-glazed vitrified pipe sewer of eighteen (18) inches interior diameter, all complete, as per section on plan of the work.

3,753 linear feet of salt-glazed vitrified pipe sewer of fifteen (15) inches interior diameter, all complete, as per section on plan of the work.

1,864 linear feet of salt-glazed vitrified pipe sewer of twelve (12) inches interior diameter, all complete, as per section on plan of the work.

24 linear feet of cast-iron pipe sewer of eighteen (18) inches interior diameter, not less than 150 pounds per foot, furnished, laid and caulked.

33 manholes, complete, as per section on plan of the work.

11,000 board measure feet of foundation timber and planking in place and secured.

88,000 board measure feet of sheeting retained.

325 cubic yards of concrete in place.

2 cubic yards of brick masonry.

5 cubic yards of cement rubble masonry.

175 cubic yards of additional excavation.

25 cubic yards of additional filling.

200 pounds of additional reinforcing metal equal and similar to No. 4 and 10 expanded metal, furnished and placed.

100 linear feet of house sewers (not interlocked) extended and connected.

695 square yards of block pavement on concrete foundation restored.

2,515 square yards of macadam pavement restored.

50 cubic yards of broken stone ballast furnished and placed.

5 square yards of cobble pavement laid in cement mortar.

The time for the completion of the work and the full performance of the contract is one hundred and thirty (130) days.

The amount of security required is Ten Thousand Dollars (\$10,000).

No. 3. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR REGULATING AND REPAVING WITH GRANITE BLOCK PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF MANOR ROAD, FROM CHERRY LANE TO RICHMOND TURNPIKE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the quantity and quality of the material and the nature and extent, as near as possible, of the work required is as follows:

12,340 square yards of new granite block pavement, including sand bed, and laid with pitch joints, with one (1) year maintenance.

5,200 square yards of new granite block pavement, including sand bed, and laid with pitch joints, for the maintenance of which the railroad company is responsible.

4,250 cubic yards of concrete foundation.

10 cubic yards of reinforced concrete in place.

380 cubic yards of concrete girder for railroad tracks.

2,200 linear feet of new 4-inch by 16-inch blue stone curbstone, furnished and set.

6,500 linear feet of old bluestone curbstone to be reset.

100 square feet of new flagstone furnished and laid.

800 square feet of old sidewalks to be relaid.

100 linear feet of roof leader outlets relaid.

The time for the completion of the work and the full performance of the contract is one hundred (100) days.

The amount of security required is Thirty-nine Thousand Dollars (\$39,000).

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 inclose the bid, together with a copy of the contract, including the specifications, in the form approved by the Corporation Counsel, may be seen and other information obtained at the office of the Engineer of the Borough of Richmond, Borough Hall, St. George, Staten Island.

GEORGE CROMWELL, President.

The City of New York, June 30, 1913. jy2,15

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

OFFICE OF THE PRESIDENT OF THE BOROUGH OF RICHMOND, BOROUGH HALL, ST. GEORGE, NEW BRIGHTON, NEW YORK CITY.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Richmond, at the above office, until 12 o'clock noon, on

TUESDAY, JULY 8, 1913.

Borough of Richmond.

No. 1. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR FURNISHING AND DELIVERING TWENTY-FIVE THOUSAND (25,000) GALLONS OF BITUMINOUS ROAD SURFACING MATERIAL, TAR BASE, AT ANY RAILROAD STATION IN THE BOROUGH OF RICHMOND, AS PER SPECIFICATIONS.

The time for the completion of the work and the full performance of the contract is December 1, 1913.

The amount of security required is thirty (30) per cent. of the total amount for which contract is awarded.

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 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 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.

j25,jy8

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

## POLICE DEPARTMENT.

### Owners Wanted for Unclaimed Property.

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 st., 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 st., 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 BRIDGES.

### Proposals.

DEPARTMENT OF BRIDGES, MUNICIPAL BUILDING, 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, JULY 10, 1913.

FOR FURNISHING AND DELIVERING CRESOATED YELLOW PINE LUMBER TO THE DEPARTMENT OF BRIDGES.

The time allowed for the full delivery of the lumber and for the complete performance of the contract will be one hundred and twenty (120) calendar days after the date of certification of the contract by the Comptroller of the City.

The amount of security to guarantee the faithful performance of the contract will be thirty (30) per cent. of the total amount for which the contract is awarded.

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'KEEFE, Commissioner.

Dated June 23, 1913. j27,jy10

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

## SUPREME COURT—FIRST DEPARTMENT.

### Filing of Final Report.

## FIRST DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of the PUBLIC PARK bounded by West One Hundred Thirty-seventh street, Edgecombe avenue and St. Nicholas avenue, in the Twelfth Ward, Borough of Manhattan, City of New York.



mate and assessment, together with our damage map and benefit maps, and also all the affidavits, estimates, proofs and other documents used by us in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, in the Municipal Building, Court House square, Long Island City, in the Borough of Queens, in said City, there to remain until the 23d day of July, 1913.

Third.—That the limits of our assessment for benefit include all those lands, tenements and hereditaments and premises situate, lying and being in the Borough of Queens, in The City of New York, which, taken together, are bounded and described as follows, viz:

Beginning at a point on the southerly side or

line of Nott avenue 100 feet west of the west-

erly side or line of East avenue, where the said

line of East avenue intersects the southerly side

or line of Nott avenue; thence westerly along

the southerly side or line of Nott avenue to a

point where the line midway between the west-

erly line or side of the Boulevard and the east-

erly side or line of Hancock street would inter-

sect said southerly side or line of Nott avenue,

if produced or continued southerly; thence north-

erly and at all times midway between the west-

erly side or line of the Boulevard and the east-

erly side or line of Hancock street to the south-

easterly side or line of Vernon avenue; thence

northeasterly along the southeasterly side or

line of Vernon avenue to the southerly side or

line of Broadway; thence easterly along the

southerly side or line of Broadway to a point

midway between the easterly side or line of the

Boulevard and the westerly side or line of Sher-

man street intersecting said

southerly side or line; running thence south-

erly and at all times midway between the east-

erly side or line of the Boulevard and the west-

erly side or line of Sherman street to the north-

erly side or line of Fourteenth street; thence

easterly along the northerly side or line of Four-

teenth street to a line midway between the east-

erly side or line of the Boulevard and the west-

erly side or line of Van Alst avenue; thence

southerly and at all times midway between the east-

erly side or line of the Boulevard and the west-

erly side or line of Van Alst avenue, and along

the southerly projection of said course to the

southerly line or side of Nott avenue; thence

westerly along the southerly side or line of Nott

avenue to a point 100 feet east of the

easterly side or line of East avenue; thence

south at right angles to the southerly side or

line of Nott avenue 100 feet; thence westerly

and parallel with Nott avenue 260 feet; thence

northerly 100 feet to the point or place of begin-

ning.

Fourth.—That, provided there be no objections

filed to either of said abstracts, our final report

herein will be presented for confirmation to the

Supreme Court of the State of New York, Second

Department, at a Special Term thereof for the

hearing of motions, to be held in the County

Court House, in the Borough of Brooklyn, in

The City of New York, on the 22d day of Octo-

ber, 1913, at the opening of the Court on that

day.

Fifth.—In case, however, objections are filed

to either of said abstracts of estimate and assess-

ment, the notice of motion to confirm our final

report herein will stand adjourned to the date

to be hereafter specified, and of which notice

will be given to all those who have theretofore

appeared in this proceeding, as well as by publica-

tion in the City Record, pursuant to sections

981 and 984 of the Greater New York Charter,

as amended by chapter 658 of the Laws of 1906.

Dated Borough of Manhattan, New York, June

30, 1913.

JOHN E. VAN NOSTRAND, Chairman;

FRANK L. BACON, JOHN ALLEN, Commis-

sioners.

WALTER C. SHEPPARD, Clerk. *jy3,21*

#### Filing Supplemental and Amended Abstracts.

#### 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 LAWRENCE STREET (although not yet named by proper authority), from Flushing avenue, in the First Ward, Borough of Queens, City of New York.

WE, THE UNDERSIGNED, COMMISSIONERS of Estimate and Assessment in the above entitled matter, hereby give notice to all persons interested in this proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved and unimproved lands affected thereby, and to all others whom it may concern, to wit:

First.—That we have completed our supplemental and amended estimate and assessment, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and daiments and premises affected thereby, and having objections thereto, do present their said objections in writing, duly verified, with them at their office, in the Municipal Building, Court House Square, Long Island City, Borough of Queens, in The City of New York, on or before the 11th day of July, 1913, and that we, the said Commissioners, will hear parties so objecting, and for that purpose will be in attendance at their said office on the 15th day of July, 1913, at 3 o'clock p. m.

Second.—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 19th day of November, 1909, 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 north by a line distant 100 feet northerly from and parallel with the northerly line of Otto street, the said distance being measured at right angles to Otto street; on the east by a line midway between Richard avenue and Meade street and by the prolongations of the said line; on the south by a line distant 100 feet southerly from and parallel with the southerly line of Myrtle avenue, the said distance being measured at right angles to Myrtle avenue, and on the west by a line midway between Richard avenue and McKinley avenue and by the prolongations of the said line.

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 15th day of July, 1913.

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 19th day of Sep-

tember, 1913, at the opening of the Court on that

day.

Sixth.—In case, however, objections are filed

to the foregoing abstracts of estimate and assess-

ment 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, June

18, 1913.

DENNIS J. HARTE, Chairman; STEPHEN

MCMAHON, Commissioners of Estimate; DENNIS J. HARTE, Commissioner of Assessment.

WALTER C. SHEPPARD, Clerk. *j23,21*

County Court House in the Borough of Brooklyn, in The City of New York, on the 16th day of September, 1913, at the opening of the Court on that day.

Fifth.—In case, however, objections are filed to either of said supplemental and amended abstracts of estimate and assessment, the notice of motion to confirm our final supplemental and amended report herein will stand adjourned to the date to be hereafter specified, and of which notice will be given to all those who have theretofore appeared in this proceeding, as well as by publication in the City Record, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated Borough of Manhattan, New York, June

23, 1913.

LEANDER B. FABER, FRANK A. LEETE,

Commissioners.

WALTER C. SHEPPARD, Clerk. *j27,21*

#### 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 RICHARD AVENUE, extending from Myrtle avenue to Hughes street, formerly Hancock street, in the Second Ward, Borough of Queens, in The City of New York, as amended by an order of the Supreme Court, duly made and entered in the office of the Clerk of the County of Queens on the 25th day of January, 1911, so as to relate to Richard avenue, from Myrtle avenue to Otto street, as shown upon Sections 29 and 34 of the Final Maps of the Borough of Queens, as adopted by the Board of Estimate and Apportionment on the 21st day of May, 1909, and the 2d day of July, 1909.

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 other whom it may concern:

First.—That the undersigned, Commissioners of Estimate, have completed their supplemental and amended abstracts of estimate and assessment, 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, under chapter 724 of the Laws of 1905 and the acts amendatory thereof, in the Towns of Mt. Pleasant and North Castle, Westchester County, New York, for the purpose of providing an additional supply of pure and wholesome water for the use of 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 other whom it may concern:

Second.—That the undersigned, Commissioner of Assessment, has completed his supplemental and amended abstracts of estimate and assessment, 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 14th day of July, 1913, and that the said Commissioners will hear parties so objecting, and for that purpose will be in attendance at their said office on the 15th day of July, 1913, 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 19th day of November, 1909, 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 north by a line distant 100 feet northerly from and parallel with the northerly line of Otto street, the said distance being measured at right angles to Otto street; on the east by a line midway between Richard avenue and Meade street and by the prolongations of the said line; on the south by a line distant 100 feet southerly from and parallel with the southerly line of Myrtle avenue, the said distance being measured at right angles to Myrtle avenue, and on the west by a line midway between Richard avenue and McKinley avenue and by the prolongations of the said line.

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 15th day of July, 1913.

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 19th day of Sep-

tember, 1913, at the opening of the Court on that

day.