

# THE CITY RECORD.

## OFFICIAL JOURNAL.

VOL. XII.

NEW YORK, WEDNESDAY, JULY 9, 1884.

NUMBER 3,380.



### LAW DEPARTMENT.

The following schedules form a report of the transactions of the office of the Counsel to the Corporation for the week ending July 5, 1884:

*The Mayor, Aldermen and Commonalty of the City of New York are defendants, unless otherwise mentioned.*

#### SCHEDULE "A."

##### SUITS AND SPECIAL PROCEEDINGS INSTITUTED.

###### SUPREME COURT.

George C. Flint et al.—To recover back amount paid for assessment for drains in Inwood and Dyckman streets on maps Nos. 1 and 2, form No. 42, \$2,190.08.  
Catherine Schnitker, administratrix, etc.—To recover back amount paid for assessment for regulating, grading, etc., Ninth avenue, Eighty-third to Ninety-second street, \$411.53.  
In the matter of the application of the Broadway Surface Railroad Company—For the appointment of Commissioners to determine whether the railroad ought to be constructed, etc.  
David Christie—To recover back amount paid for assessment for curbing, grading and flagging Fifth street, between Tenth and Eleventh avenues, Ward Nos. 21 and 21½, Block 185, \$32.75.  
William Austin—To recover back amount of assessment overpaid for sewer in One Hundred and Twenty-first street, between First avenue and Avenue A, on Ward Nos. 9 to 12, Block 150, \$251.07.  
Edward C. Blum agst. Mayor, etc., et al.—To set aside sale and tax for year 1856 on lot No. 4,146.  
Farrell O'Dowd agst. Mayor, etc., et al.—To set aside sale and tax for year 1856 on lot No. 4,146.  
Stephen Hayes agst. Mayor, etc., et al.—To set aside sale and tax for year 1856 on lot No. 4,146.  
Joseph Riley agst. Mayor, etc., et al.—To set aside sale and tax for year 1856 on lot No. 4,146.  
Frederick J. Warburton agst. Mayor, etc., et al.—To set aside sale and tax for year 1856 on lot No. 4,146.

###### SUPERIOR COURT.

Mayor, et al., agst. Peter H. Walsh—Dock rent, \$281.25.  
Chas. F. Olton—Damages by collision of "Municipal" with schooner "Wm. H. Harrison," September 5, 1883, at pier, foot of Thirty-sixth street, North river.  
John Townshend agst. A. S. Cady, Clerk of Arrears—That Clerk of Arrears accepts from plaintiff the taxes and interest on lots Ward Nos. 24 to 26, 47 and 48, Block 493, Twelfth Ward, for years 1856 to 1865, and 1871 to 1876.

#### BEFORE THE ASSESSMENT COMMISSION APPOINTED UNDER CHAPTER 550 OF THE LAWS OF 1880.

In re William F. Hulston—For repayment of assessment for Seventh avenue sewer, One Hundred and Twenty-first to One Hundred and Thirty-seventh street.  
In re William F. Hulston—For repayment of assessment for Seventh avenue paving, One Hundred and Tenth to One Hundred and Fifty-fourth street.  
In re William F. Hulston—For repayment of assessment for Seventh avenue regulating, etc., One Hundred and Tenth street to Harlem river.

#### SCHEDULE "B."

##### JUDGMENTS ENTERED AND ORDERS OF THE GENERAL AND SPECIAL TERMS.

Edward Roberts agst. A. S. Cady, Clerk of Arrears—Judgment entered in favor of plaintiff for \$87.39 costs, etc.  
Margaret Kiernan—Judgment entered in favor of plaintiff for \$552.88.  
Babetta C. Rückert—Judgment entered in favor of plaintiff for \$690.  
Benjamin M. Stilwell—Order and judgment of affirmance on remittitur and for \$107.60 costs, entered.  
People ex rel. James Masterson agst. Fire Commissioners—Order on remittitur reversing General Term order without costs, entered.  
In re Alfred W. Hearn, Boulevard tree planting—Judgment in favor of petitioner for \$120.27 costs, etc., entered.  
Shepherd's Fold, etc., of State of New York—Judgment entered in favor of plaintiff for \$6,003.08.  
William H. Ricketts—Judgment entered in favor of plaintiff for \$347.70.  
Emeline Kapp—Judgment granting defendant's motion for new trial unless plaintiff stipulates to reduce judgment from \$5,000 to \$2,500, in which case motion denied, etc.  
Charles E. Appleby—Judgment entered in favor of the City dismissing complaint, and for \$110.17 costs, etc.  
People ex rel. Manhattan Ins. Telegraph Co. agst. Tax Commissioners, capital stock, 1881—Order entered discontinuing proceeding, without costs.  
People ex rel. Manhattan Ins. Telegraph Co. agst. M. T. McMahon, receiver, etc., capital stock, 1881—Order entered discontinuing proceeding, without costs.  
People ex rel. Manhattan Ins. Telegraph Co. agst. Board of Aldermen, capital stock, 1881—Order entered discontinuing proceeding, without costs.  
People ex rel. Manhattan Ins. Telegraph Co. agst. Board of Aldermen, capital stock, 1881—Order entered discontinuing proceeding, without costs.  
People ex rel. Western Union Telegraph Co. agst. Board of Aldermen, capital stock, 1881—Order entered discontinuing proceeding, without costs.  
People ex rel. Western Union Telegraph Co. agst. Commissioners of Taxes and Assessment, capital stock, 1881—Order entered discontinuing proceeding, without costs.  
People ex rel. Western Union Telegraph Co. agst. M. T. McMahon, receiver, etc., capital stock, 1881—Order entered discontinuing proceeding, without costs.  
People ex rel. Western Union Telegraph Co. agst. Board of Aldermen, capital stock, 1881—Order entered discontinuing proceeding, without costs.  
People ex rel. The American Union Telegraph Co. agst. Tax Commissioners, capital stock, 1881—Order entered discontinuing proceeding, without costs.  
People ex rel. The American Union Telegraph Co. agst. M. T. McMahon, receiver, etc., capital stock, 1881—Order entered discontinuing proceeding, without costs.  
People ex rel. The American Union Telegraph Co. agst. Board of Aldermen, capital stock, 1881—Order entered discontinuing proceeding, without costs.  
People ex rel. The American Union Telegraph Co. agst. Board of Aldermen, capital stock, 1881—Order entered discontinuing proceeding, without costs.  
People ex rel. The International Ocean Telegraph Co. agst. M. T. McMahon, receiver, etc., capital stock, 1881—Order entered discontinuing proceeding, without costs.

People ex rel. The International Ocean Telegraph Co. agst. Board of Aldermen, capital stock, 1881—Order entered discontinuing proceeding, without costs.  
People ex rel. Gold and Stock Telegraph Co. agst. M. T. McMahon, receiver, etc., capital stock, 1881—Order entered discontinuing proceeding, without costs.  
People ex rel. Gold and Stock Telegraph Co. agst. Commissioners of Taxes and Assessment, capital stock, 1881—Order entered discontinuing proceeding, without costs.  
People ex rel. Atlantic and Pacific Telegraph Co. agst. Commissioners of Taxes and Assessment, capital stock, 1881—Order entered discontinuing proceeding, without costs.  
People ex rel. Atlantic and Pacific Telegraph Co. agst. The Board of Aldermen, capital stock, 1881—Order entered discontinuing proceeding, without costs.  
People ex rel. Atlantic and Pacific Telegraph Co. agst. M. T. McMahon, receiver, etc., capital stock, 1881—Order entered discontinuing proceeding, without costs.

#### SCHEDULE "C."

##### SUITS AND SPECIAL PROCEEDINGS TRIED OR ARGUED.

Chas. A. Fuller agst. Franklin Edson, as Commissioner of Sinking Fund, et al.—Motion for injunction argued before Lawrence, J.; decision reserved.

E. HENRY LACOMBE, Counsel to the Corporation.

### DEPARTMENT OF DOCKS.

At a meeting of the Board of Docks held June 5, 1884, pursuant to adjournment.  
Present—The full Board.

A report from the Engineer-in-Chief on Secretary's Order No. 3716, submitting specifications and form of contract for dredging at the Piers at Seventeenth, Eighteenth, Nineteenth, Twenty-first, One Hundred and Twenty-ninth and One Hundred and Fifty-second streets, North river, was received, read, and ordered to be placed on file, and the following resolution in relation thereto, offered by Commissioner Laimbeer, unanimously adopted.

Resolved, That the specifications and form of contract, as prepared by the Engineer-in-Chief, for dredging at the Piers at Seventeenth, Eighteenth, Nineteenth, Twenty-first, One Hundred and Twenty-ninth and One Hundred and Fifty-second streets, North river, be and hereby are approved and adopted, subject to the approval of the Council to the Corporation as to form, and the Secretary be and hereby is directed to have a sufficient number of blank forms of proposals printed and proper advertisements, inviting bids for doing the said work, inserted in the papers designated by law.

A communication from Joseph V. Brown, requesting permission to dredge at the Pier at Thirty-first street, East river, was received, read, and ordered to be placed on file, and permission was granted to do the said work, under the supervision and direction of the Engineer-in-Chief.

Commissioner Laimbeer, to whom was referred the report from the Engineer-in-Chief, suspending Watchman David Van Wart for being found dozing while on duty on the night of May 20, 1884, reported orally thereon recommending that the watchman be discharged.

On motion, the report was received, the communication from the Engineer-in-Chief ordered to be placed on file, and the watchman discharged.

The Board then went into Executive Session.

The President stated that the Engineer-in-Chief had reported that there were required six additional dockbuilders and six more watchmen in order to prosecute the work of the Department.

On motion of President Stark, the following appointments were made:

Bernard Partland and Thomas Hynes as Watchmen, and D. Swanson as Dockbuilder.

Francis Scanlon, as Laborer, in place of Michael Ferner, discharged, having failed to serve.

On motion of Commissioner Laimbeer, the following appointments were made:

John W. Cooper and Christopher Cassidy, as Watchmen.

Henry Crum and James J. Sheehy, as Dockbuilders, and Frank Quinn, as Watchman, in place of David Van Wart, discharged.

On motion of Commissioner Voorhis, the following appointments were made:

Patrick Derry and Alexander Hunt, as Watchmen.

John McAleer and Michael Fox, as Dockbuilders.

Arthur McAdam, as Ship Carpenter.

On motion, the Board adjourned.

JOHN T. CUMING, Secretary.

At a meeting of the Board of Docks, held June 11, 1884.

Present—The full Board.

The minutes of the meetings held May 28 and June 4, inst., were read and approved.

The following communications were received, read, and,

On motion, laid on the table to await action as stated, to wit:

From Department of Public Charities and Correction—Requesting Department to repair the pier at Randall's Island, East river. Engineer-in-Chief to be directed to examine and report.

From Department of Public Works—Requesting Department to build gangway for the bath at Morrisania. Referred to the Engineer-in-Chief, and Secretary directed to acknowledge the receipt of the communication from the Superintendent of Baths, and to advise the Department of Public Works that the said communication is so very indefinite as to location and the nature and amount of the work desired to be done, that the Board desire more particular information in respect to the matter before it can take action on ordering the work to be done.

From Schwarzmann & Buchmann—Requesting Department to grant application of R. H. Wolff & Co. for permission to build a crib bulkhead on the Harlem river, between One Hundred and Seventeenth and One Hundred and Eighteenth streets. Secretary to advise that the Board have the matter under consideration.

From George H. Cook, attorney for Mary T. and Elizabeth V. Cockcroft—In reference to and offering to sell to the city the wharf property in front of Nos. 309 and 310 West street, North river. Secretary directed to request the opinion of the Counsel to the Corporation in reference to the powers and duties of this Board in respect to the purchase of private property which has been already taken possession of, and for the taking of which property suits have been instituted and are now at issue, and to advise Mr. Cook of the action of the Board.

From Engineer-in-Chief—In reference to the granting of leaves of absence for twelve days to the employees named in his report, at such time as they can be best spared from the work of the Department. Referred to Executive Session.

The following communications were received, read, and,

On motion, ordered to be placed on file, action being taken where necessary, as stated, to wit:

From Counsel to the Corporation—Approving contracts for dredging at the piers at the foot of Nineteenth and Twenty-second streets, East river, and at the north side of Pier, old 34, North river.

From Department of Street Cleaning—Reporting that the pier at the foot of Twenty-eighth street, East river, had been cleaned.

From Civil Service Examiners—Certificate of qualification of Wm. J. Ward, for the position of Inspector of Dredging.

From Police Department:

1st. Certificate of qualification of Joseph W. Beebe for the position of engineer.

2d. Certificate of qualification of Wm. H. Rose for the position of engineer.

3d. Certificate of inspection of the boiler on pile driver No. 3.

From Thomas J. Davies and others—Requesting the Department to keep the pier at the foot of Twenty-fifth street, East river, open for use by the public.

From Michael Kane—Offering to surrender to the Department, lease of the pier at the foot of Forty-sixth street, East river.

From David Duncan & Son—Reference to wharfage for use of the pier foot Thirty-eighth street, East river. Referred to the Dock Master, and Secretary directed to advise the parties of the action of the Board.

From J. M. Goetchins, treasurer—Requesting Department to have the end of the pier at the foot of Thirty-fourth street, North river, free from barges, lighters, etc., in order that the boats of the Fort Lee Company may land thereat on their various trips to and from Fort Lee. Secretary to notify the Dock Master to provide a berth at the outer end of the said pier, the rate for the use thereof to be \$3 per day for week days, and \$5 per day for Sundays and holidays. Secretary also directed to notify Mr. Goetchins of the action of the Board.

From Thomas W. Wightman, agent—Requesting a renewal of the permit for tally-house on Pier 41, East river, granted, and the Secretary directed to issue a new permit therefor.





JOHN T. CUMING, Secretary.

MARTIN T. McMAHON, Receiver of Taxes; ALFRED  
REDENBURG, Deputy Receiver of Taxes.

COMMISSIONER OF JURORS.  
No. 17 New County Court-house, 9 A. M. to 4 P. M.  
GEORGE CAULFIELD, Commissioner; JAMES E. CONNER,  
Deputy Commissioner.





- No. 6. PAVING ONE HUNDRED AND TWENTY-NINTH STREET, from Sixth avenue to Seventh avenue, with trap-block pavement, and laying crosswalks at the intersecting streets and avenues where required.
- No. 7. PAVING BANK STREET, from Bleeker street to Greenwich avenue, with trap-block pavement, and laying crosswalks at the intersecting streets and avenues where required.
- No. 8. PAVING TWELFTH STREET, from Avenue A to Avenue C, with trap-block pavement, and laying crosswalks at the intersecting streets and avenues where required.

Each estimate must contain the name and place of residence of the person making the same, the names of all persons interested with him therein, and if no other person be so interested, it shall distinctly state that fact. That it is made without any connection with any other person making an estimate for the same work, and is in all respects fair and without collusion or fraud. That no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation is directly or indirectly interested in the estimate or in the work to which it relates or in the profits thereof.

Each estimate must be verified by the oath, in writing, of the party making the same, that the several matters therein stated are true, and must be accompanied by the consent, in writing, of two householders or freeholders in the City of New York to the effect that if the contract is awarded to the person making the estimate, they will, upon its being so awarded, become bound as his sureties for its faithful performance; and that if he shall refuse or neglect to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and the sum which the Corporation may be obliged to pay to the person to whom the contract shall be awarded at any subsequent letting; the amount to be calculated upon the estimated amount of the work by which the bids are tested.

The consent last above mentioned must be accompanied by the oath or affirmation, in writing, of each of the persons signing the same, that he is a householder or freeholder in the City of New York, and is worth the amount of the security required for the completion of the contract, over and above all his debts of every nature, and over and above his liabilities as bail, surety, or otherwise, and that he has offered himself as a surety in good faith, with the intention to execute the bond required by law.

No estimate will be considered unless accompanied by either a certified check upon one of the National Banks of the City of New York, drawn to the order of the Corporation, or money, or money, or money, to the amount of the security required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the estimate, but must be handed to the officer or clerk of the Department who has charge of the Estimate-book, and no estimate can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that of the successful bidder, will be returned to the persons making the same within three days after the contract is awarded. If the successful bidder shall neglect or refuse, within five days after notice that the contract has been awarded to him, to execute the same, the amount of the deposit made by him shall be forfeited to and be retained by the City of New York, as liquidated damages for such neglect or refusal; but, if he shall execute the contract within the time aforesaid, the amount of his deposit will be returned to him.

THE COMMISSIONER OF PUBLIC WORKS RESERVES THE RIGHT TO REJECT ALL BIDS RECEIVED FOR ANY PARTICULAR WORK IF HE DEEMS IT FOR THE BEST INTERESTS OF THE CITY.

Blank forms of bid or estimate, the proper envelopes in which to inclose the same, the specifications and agreements, and any further information desired, can be obtained at the office of the Water Purveyor, Room 1, No. 31 Chambers street.

FRED. H. HAMLIN,  
Deputy and Acting Commissioner  
of Public Works  
DEPARTMENT OF PUBLIC WORKS,  
COMMISSIONER'S OFFICE,  
Room 6, No. 31 CHAMBERS STREET,  
NEW YORK, July 2, 1884.

## TO CONTRACTORS.

BIDS OR ESTIMATES, INCLOSED IN A SEALED envelope, with the title of the work and the name of the bidder indorsed thereon, also the number of the work as in the advertisement, will be received at this office until Thursday, July 12, 1884, at 10 o'clock A. M., at which place and hour they will be publicly opened by the head of the Department and read, for the following:

- No. 1. SEWER IN ONE HUNDRED AND FORTY-SEVENTH STREET, between Eighth avenue and first new avenue west of Eighth avenue, with branches in said new avenue, between One Hundred and Forty-fifth and One Hundred and Fifty-first streets.
- No. 2. SEWERS IN FOURTH AVENUE, east and west sides, between Twenty-seventh and Thirtieth streets, with connections to present sewers.
- No. 3. REGULATING AND GRADING ELEVENTH AVENUE, from Kingsbridge road to Dyckman street, setting curb-stones and flagging sidewalks therein.
- No. 4. REGULATING AND GRADING SEVENTY-FOURTH STREET, from Eighth avenue to Riverside Drive, setting curb-stones and flagging sidewalks therein, except between West End avenue and Riverside Drive.
- No. 5. REGULATING AND GRADING ONE HUNDRED AND THIRD STREET, between Ninth and Tenth avenues, and setting curb-stones and flagging sidewalks therein.
- No. 6. PAVING SIXTY-NINTH STREET, from Ninth to Eleventh avenue, with granite-block pavement.
- No. 7. PAVING EIGHTY-FIRST STREET, from First avenue to Avenue A, with granite-block pavement, and laying crosswalks at the intersecting streets and avenues where required.
- No. 8. LAYING CROSSWALKS ACROSS SIXTY-NINTH STREET, at NINTH AVENUE, BETWEEN ELEVENTH AND ELEVENTH AVENUE.

Each estimate must contain the name and place of residence of the person making the same, the names of all persons interested with him therein, and if no other person be so interested, it shall distinctly state that fact. That it is made without any connection with any other person making an estimate for the same work, and is in all respects fair and without collusion or fraud. That no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation is directly or indirectly interested in the estimate or in the work to which it relates, or in the profits thereof.

Each estimate must be verified by the oath, in writing, of the party making the same, that the several matters therein stated are true, and must be accompanied by the consent, in writing, of two householders or freeholders in the City of New York, to the effect that if the contract is awarded to the person making the estimate, they will, upon its being so awarded, become bound as his sureties for its faithful performance; and that if he shall refuse or neglect to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and the sum which the Corporation may be obliged to pay to the person to whom the contract shall be awarded at any subsequent letting; the amount to be calculated upon the estimated amount of the work by which the bids are tested.

The consent last above mentioned must be accompanied by the oath or affirmation, in writing, of each of the persons signing the same, that he is a householder or freeholder in the City of New York, and is worth the amount of the security required for the completion of the contract, over and above all his debts of every nature, and over and above his liabilities as bail, surety, or otherwise, and that he has offered himself as a surety in good faith, with the intention to execute the bond required by law.

No estimate will be considered unless accompanied by either a certified check upon one of the National Banks of the City of New York, drawn to the order of the Corporation, or money, or money, or money, to the amount of the security required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the estimate, but must be handed to the officer or clerk of the Department who has charge of the Estimate-book, and no estimate can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that of the successful bidder, will be returned to the persons making the same within three days after the contract is awarded. If the successful bidder shall neglect or refuse, within five days after notice that the contract has been awarded to him, to execute the same, the amount of the deposit made by him shall be forfeited to and be retained by the City of New York, as liquidated damages for such neglect or refusal; but, if he shall execute the contract within the time aforesaid, the amount of his deposit will be returned to him.

THE COMMISSIONER OF PUBLIC WORKS RESERVES THE RIGHT TO REJECT ALL BIDS RECEIVED FOR ANY PARTICULAR WORK IF HE DEEMS IT FOR THE BEST INTERESTS OF THE CITY.

Blank forms of bid or estimate, the proper envelopes in which to inclose the same, the specifications and agreements, and any further information desired, can be obtained for paving at Room 1; regulating and grading, Room 5; and sewers, Room 8, No. 31 Chambers street.

Deputy and Acting Commissioner of Public Works.

DEPARTMENT OF PUBLIC WORKS,  
COMMISSIONER'S OFFICE,  
No. 31 CHAMBERS STREET,  
NEW YORK, Nov. 1, 1883.

PUBLIC NOTICE IS HEREBY GIVEN TO property-owners of the City of New York, that, by the New York City Consolidated Act of 1882, among other matters relating to Croton water rates and affecting all properties liable for Croton water charges, is contained the following provision: "That the Department of Public Works as to Procuring and Distributing Water."

§ 350. The Commissioner of Public Works shall, from time to time, estimate the cost of the water supply. Such rents shall be collected from the owners or occupants of all such buildings, respectively, which shall be situated upon lots adjoining any street or avenue in said city in which the distribution of water is made, and be paid, and from which they can be supplied with water, said rents shall become a charge and lien upon such houses and lots, respectively, as provided by law.

It becomes my duty to advise you, on the first day of April, 1884, all extra charges, such as steam-engines, bakeries, barbers, bathing-tubs, boarding-houses, boarding-schools, building purposes, horses, horse-drawings, hotels, houses, taverns, etc., printing offices, shoe-cleaning or pressing, and the use of Croton water, including water-closets and urinals, laundries, restaurants, soda fountains, extra families, oyster and coffee saloons, water by meter measurement, meters and meter setting, and all other purposes for which the use of Croton water is chargeable according to law, are liens, and unless paid on or before the 30th day of April next must be returned to the Clerk of the Aerears, with the amount due on each lot.

HUBERT O. THOMPSON,  
Commissioner of Public Works.

## SUPREME COURT.

In the matter of the application of the Department of Public Works, for and in behalf of the Mayor, Aldermen and Commonalty of the City of New York, relative to the opening of Ninety-eighth street, between the Boulevard and Riverside avenue, in the City of New York.

NOTICE IS HEREBY GIVEN THAT THE BILL of the costs, charges and expenses incurred by reason of the proceedings in the above-entitled matter will be presented for taxation to one of the Justices of the Supreme Court, at the Chambers thereof in the County Court-house, at the City Hall, in the City of New York, on the fifteenth day of July, 1884, at 10.30 o'clock in the forenoon of that day, or at any time thereafter as counsel can be heard thereon; and that the said bill of costs, charges and expenses has been deposited in the office of the Department of Public Works, there to remain for and during the space of ten days.

Dated, NEW YORK, June 27, 1884.  
WILLIAM G. BOGGS,  
PATRICK DALY,  
JOHN WHALEN,  
Commissioners.

ARTHUR BERRY, Clerk.

In the matter of the application of the Department of Public Works, for and in behalf of the Mayor, Aldermen and Commonalty of the City of New York, relative to the opening of One Hundred and Thirty-third street, between Eighth avenue and Avenue St. Nicholas, in the City of New York.

NOTICE IS HEREBY GIVEN THAT THE BILL of the costs, charges and expenses incurred by reason of the proceedings in the above-entitled matter, will be presented for taxation to one of the Justices of the Supreme Court, at the Chambers thereof in the County Court-house at the City Hall, in the City of New York, on the fifteenth day of July, 1884, at 10.30 o'clock in the forenoon of that day, or at any time thereafter as counsel can be heard thereon; and that the said bill of costs, charges and expenses has been deposited in the office of the Department of Public Works, there to remain for and during the space of ten days.

Dated, NEW YORK, June 28, 1884.  
JOHN P. REED, JR.,  
GEORGE W. McLEAN,  
JOHN WHALEN,  
Commissioners.

ARTHUR BERRY, Clerk.

In the matter of the application of the Department of Public Works, for and in behalf of the Mayor, Aldermen and Commonalty of the City of New York, relative to the opening of One Hundred and Thirty-eighth street, from the easterly line of Tenth avenue to a point distant 909 feet 3/4 inches easterly therefrom, and a new avenue from the last mentioned point, in a southerly, easterly and northerly direction, to Avenue St. Nicholas, opposite One Hundred and Thirty-fifth street, in the City of New York, being the following-described lots, pieces or parcels of land, viz:

Beginning at a point in the easterly line of Tenth avenue, distant 109 feet 10 inches northerly from the northerly line of One Hundred and Thirty-seventh street; thence easterly and parallel with said street 350 feet to the westerly line of the new avenue, first, east of Tenth avenue; thence southerly along said line 60 feet; thence westerly 350 feet to the easterly line of Tenth avenue; thence southerly along said line 60 feet to the point or place of beginning.

Also, beginning at a point in the easterly line of the new avenue, first, east of Tenth avenue, distance 109 feet 10 inches northerly from the northerly line of One Hundred and Thirty-seventh street; thence easterly and parallel with said street, distance 437 feet 10 1/2 inches; thence southerly, distance 4 feet 10 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 125 feet; distance 301 feet 4 1/2 inches; thence northerly and tangent thereto, distance 100 feet 2 1/2 inches; thence northerly and easterly and in a curved line, radius 59 feet 5 1/2 inches, distance 375 feet 5 1/2 inches; thence northerly and easterly and in a curved line, radius 10 feet 10 inches, distance 70 feet; thence westerly and southerly and in a curved line, radius 129 feet 6 inches, distance 144 feet 3 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 1 1/2 feet, distance 398 feet 2 1/2 inches; thence southerly and tangent thereto, distance 105 feet 4 1/2 inches; thence southerly and in a curved line, radius 3 1/2 feet 6 inches, distance 148 feet 4 1/2 inches; thence southerly and in a reversed curve line, radius 5 1/2 feet, distance 441 feet 5







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



