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THE CITY RECORD

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WILLIAM J. GAYNOR, MAYOR.

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PUBLIC SERVICE COMMISSION—FIRST DISTRICT.

No. 154 NASSAU STREET, NEW YORK CITY.

Calendar of Hearings for the Week Commencing August 28, 1911.

Thursday, August 31.—2.30 p. m.—Room 305.—Case No. 1258.—Long Island Railroad Company.—“Alteration of grade crossing at 18th street, Whitestone.”—Commissioner McCarroll. 2.30 p. m.—Room 305.—Case No. 1259.—Long Island Railroad Company.—“Alteration of grade crossing at 5th avenue, Whitestone.”—Commissioner McCarroll. 2.30 p. m.—Room 305.—Case No. 1260.—Long Island Railroad Company.—“Alteration of grade crossing at Merrick road, Springfield.”—Commissioner McCarroll. 2.30 p. m.—Room 305.—Case No. 1261.—“Alteration of grade crossing at Fresh Pond road and Metropolitan avenue, Bushwick Junction.”—Commissioner McCarroll. 2.30 p. m.—Room 305.—Case No. 1262.—Long Island Railroad Company.—“Alteration of grade crossing at Farmers avenue, Hollis.”—Commissioner McCarroll. 2.30 p. m.—Room 305.—Case No. 1263.—Long Island Railroad Company.—“Alteration of grade crossing at Hamilton street, Hollis.”—Commissioner McCarroll. 2.30 p. m.—Room 305.—Case No. 1264.—Long Island Railroad Company.—“Alteration of grade crossing at Hempstead and Jamaica Turnpike, Queens.”—Commissioner McCarroll. 2.30 p. m.—Room 305.—Case No. 1265.—Long Island Railroad Company.—“Alterations of grade crossings at Lawrence, Old Lawrence and Bridge streets, Flushing.”—Commissioner McCarroll. 2.30 p. m.—Room 305.—Case No. 1380.—Long Island Railroad Company.—“Alteration of grade crossing at Bennett or Baylis avenue, Wertland avenue, Creed avenue and Madison avenue, at Queens.”—Commissioner McCarroll.

Board of Health.

Abstract of Minutes of August 22, 1911.

The Board met pursuant to adjournment. Present: Commissioner of Health and John J. Walsh, Third Deputy Police Commissioner.

The Finance Committee presented various bills which had been audited by the Chief Clerk, which were approved and ordered forwarded to the Comptroller for payment.

The Superintendent of Hospitals submitted weekly reports of the work performed in the various hospitals under his jurisdiction.

Changes in the hospital service recommended by the Superintendent of Hospitals for the month ending August 31, 1911, were approved.

The Sanitary Superintendent submitted weekly reports of the work performed in the various Divisions of the Sanitary Bureau.

The Director of Laboratories submitted weekly reports of the work performed in the various laboratories under his jurisdiction.

Orders for vacation against certain premises were rescinded, the cause for same having been removed.

Premises west end of Barren Island, Brooklyn, were declared public nuisances.

Miscellaneous applications for permits were granted.

Miscellaneous applications for permits were denied.

Various permits granted by the Board of Health were revoked.

Extensions of time in which to comply with provisions of orders issued against certain premises were granted, and certain applications for relief from and extensions of orders were denied.

The weekly report of the Bureau of Records was received.

The Registrar of Records was directed to record corrected certificates of vital statistics relating to various persons.

Certain certificates of birth which failed of record owing to the failure of the physicians and midwives to comply with the provisions of the Sanitary Code were ordered filed in the volume of delayed and imperfect certificates.

Leaves of absence on account of sickness and for various reasons were granted to several employees in each Borough.

The contract for furnishing all the labor and materials necessary or required for the erection and completion of the central portion and the north and south wing of a measles pavilion, together with all necessary alterations and other work incidental thereto, as indicated by the specifications, on the grounds of the Willard Parker Hospital, at the foot of E. 16th st., Borough of Manhattan, City of New York, was awarded as follows: To Ruggles, Robinson Co., 331 Madison ave., Borough of Manhattan, for the sum of \$222,950; surety, National Surety Company, 115 Broadway.

The Sanitary Superintendent was directed to cause certificates of employment to be issued to various applicants who had complied with the requirements of the law relating to the employment of women and children in mercantile and other establishments.

Resolution was adopted to the effect that foods or food products containing saccharin be deemed adulterated under the Sanitary Code.

Appointments—Rev. Dr. A. Blum, 138 W. 81st st., Manhattan, Rabbi, with salary \$750; Daisy E. Weaver, 613 52d st., Borough of Brooklyn, Nurse, with salary \$900 per annum, to take effect August 22; Susan K. Zeigler, 123 5th ave., Borough of Manhattan, Nurse, with salary \$900 per annum, to take effect August 23; Anna G. Graze, 160 E. 91st st., Borough of Manhattan, Nurse, salary \$900 per annum, to take effect August 19; John James Sweeney, 91 Jackson st., Borough of Manhattan, Laborer, salary \$600 per annum, to take effect August 21; Charles J. Reilly, 340 W. 11th st., Borough of Manhattan, Driver, salary \$720 per annum, to take effect August 16; Mary D. McGroarty, 215 E. 31st st., Borough of Manhattan, Hospital Clerk, salary \$480 per annum, to take effect August 22; Robert P. Wadhams, M.D., 46 W. 55th st., Borough of Manhattan, Assistant Attending Physician, \$300 per annum, to take effect July 26.

Temporary Services Dispensed With—Typewriting Copyist: Fannie Stark, 1485 Eastern parkway, Brooklyn, to take effect August 23. Laboratory Assistants: James A. Hilly, 116 Perry st., Manhattan, to take effect August 24; Arthur V. Mullane, 213 W. 104th st., Manhattan, to take effect August 24; John E. Sigel, 514 W. 152d st., Manhattan, to take effect August 24; Henry Wulpern, 50 S. Elliott place, Brooklyn, to take effect August 24; Harry D. Costello, 44 Montgomery ave., Richmond, to take effect August 24.

Resignation—Flore Blum, Nurse, from August 9.

EUGENE W. SCHEFFER, Secretary.

Sanitary Code Food Regulations.

At a meeting of the Board of Health of the Department of Health, held August 22, 1911, the following resolution was adopted:

Whereas, Following an investigation made by the Referee, Board of Consulting Scientific Experts, to the Secretary of Agriculture, Food Inspection, Decision No. 138 was promulgated, as follows:

“Paragraph 3 of Food Inspection Decision No. 135, is hereby modified to read as follows:

“The Secretary of Agriculture, therefore, will regard as adulterated under the food and drugs act foods containing saccharin which, on and after January 1, 1912, are manufactured or offered for sale in the District of Columbia or the Territories, or shipped in interstate or foreign commerce, or offered for importation into the United States.”—therefore be it

Resolved, That foods or food products containing saccharin be deemed adulterated under the Sanitary Code.

EUGENE W. SCHEFFER, Secretary.

Department of Docks and Ferries.

Abstract of Transactions for the Week Ending July 15, 1911.

Permits Granted—Engineering Supply and Erection Co., space between 50th and 51st sts., North River, \$37.50 per month; W. J. Quinlan, space in the vicinity of Elm st., Port Richmond, Staten Island, \$300 per annum; Gustave F. Damm, Lot 3 of Block 4, at Broad Channel, Jamaica Bay, \$22.50 per annum; Baltimore and Ohio Railroad Co., bulkhead shed and overhanging platform at Pier 60, North River, 27½ cents per square foot per annum; Keansburg Steamboat Co., to land steamer at Battery Wharf, \$5 per day; Manhattan Excursion Co., land steamer at Pier 30, East River, \$5 per day; Charles Osborn, watchman's shanty on pier foot of 23d st., North River, \$2.50 per month.

Permits Revoked—Washington Heights Sand Co., space between 155th and 156th sts., North River.

Employees—Appointed: William Storey, Ticket Chopper; Edward J. Bruen, Attendant; Edward Johnsen, Wilber J. Seaman and Joseph Sorrento, Ship Carpenters; Washington V. Parsons, Machinist's Helper; Joseph Farrell, Machinist; James McIntyre, Edward A. Niles and Henry A. Jones, Ship Carpenters; Herbert F. Swan, Machinist's Helper; Thomas F. Matthews, Carpenter; Morris W. Weisbard, Stenographer and Typewriter; John Wilson, Machinist. Reassigned: Philip Stanley Dock Laborer. Increase in Compensation: John J. Curry, Stenographer and Typewriter, compensation fixed at \$1,000 per annum; Joseph M. Monks, Dock Laborer, at \$3 per day. Appointment Rescinded: Edward J. Bruen, Attendant; William A. Storey, Ticket Chopper.

The Cashier reported that moneys were received and deposited amounting to \$135,746.99.

The Auditor reported that the payrolls for the week ending July 14, 1911, amounted to \$33,638.65.

Open market orders aggregating the sum of \$4,604.03 were issued during the week.

CALVIN TOMKINS, Commissioner.

Abstract of Transactions for the Week Ending July 22, 1911.

Permits Granted—Standard Sand and Gravel Co., space between 20th and 21st sts., East River, \$37.50 per month; Hugh Bond Gowanous Towing Co., office foot of Little Court st., Brooklyn, \$5 per month; John Roach, building foot of Little Court st., Brooklyn, \$5 per month; W. H. Flaherty, load scows foot of Clinton ave., Brooklyn, \$5 per day.

Permits Revoked—James Monahan, bath foot of Stanton st., East River; J. C. Bolden, landing steamer at Battery Landing; John J. Fleming, loading scows foot of 133d st., North River.

Employees—Appointed: Louis J. Biggie, Machinist; Frank B. Smedley, Ship Carpenter; George A. Taubert, Machinist's Helper. Resigned: William V. Russell, Marine Stoker; Michael Callaghan, Attendant. Promoted: John J. Keefe and August Goldner, to Storekeeper. Reassigned: John J. Fallon, No. 2, Dock Laborer.

The Cashier reported that moneys were received and deposited amounting to \$39,188.39.

The Auditor reported that payrolls for the week ending July 20, 1911, amounted to \$33,804.87.

Open market orders aggregating the sum of \$4,684.86 were issued during the week.

CALVIN TOMKINS, Commissioner.

Changes in Departments, etc.

BOARD OF ESTIMATE AND APPORTIONMENT.

August 28—Appointed: Miss Ellen F. Kelly, 1082 Simpson st., The Bronx, as Stenographer and Typewriter, at \$750 per annum, to take effect August 28, 1911.

COURT OF SPECIAL SESSIONS.

August 17—At a special meeting of the Board of Justices of the Court of Special Sessions of The City of New York, held August 16, Theodore E. Trierer, 252 6th ave., Borough of Brooklyn, was reappointed to the position of Probation Officer for the months of August and September, at \$100 a month.

REGISTER'S OFFICE.

County of New York.

August 28—Appointed: Phineas Rotrosen, 22 Lewis st., Surveyor and Draftsman in the Reindexing Department, at \$1,200 per annum, for a probationary term of three months beginning September 1.

DEPARTMENT OF PARKS.

August 28—Discharged: Hermann Greenblatt, 748 Beck st., Temporary Stenographer and Typewriter, for lack of work, said discharge to take effect at the close of work August 26.

Appointed: Temporarily, Josephine U. Ryder, 1519 57th st., Brooklyn, Stenographer and Typewriter, at \$1,050 per annum, to take effect August 28.

BOARD OF ESTIMATE AND APPORTIONMENT.

Minutes of Meeting of Board of Estimate and Apportionment Held in Room 16, City Hall, Thursday, July 20, 1911, at 10.30 a. m.

FINANCIAL AND FRANCHISE MATTERS.

The Board met in pursuance of the following call:

City of New York, Office of the Mayor, July 19, 1911.

In pursuance of the provisions of section 226 of the Greater New York Charter, the Board of Estimate and Apportionment requests the Mayor to call a meeting of said Board on Tuesday, July 20, 1911, at 10.30 o'clock a. m.

W. J. GAYNOR, Mayor; WM. A. PRENDERGAST, Comptroller; JOHN PURROY MITCHEL, President, Board of Aldermen; GEORGE MCANENY, President, Borough of Manhattan; ALFRED E. STEERS, President, Borough of Brooklyn; CYRUS C. MILLER, President, Borough of The Bronx; LAWRENCE GRESSER, President, Borough of Queens; GEORGE CROMWELL, President, Borough of Richmond.

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

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

FRANCHISE MATTERS.

Rapid Transit Railway—Battery-East River-Atlantic Avenue Route.

In the matter of the communication from the Public Service Commission for the First District, transmitting resolutions adopted by said Commission as to route and general plan of construction for a proposed rapid transit railway beginning at a point under Battery Park, Borough of Manhattan, and extending under the park and ferry or waterfront property to the East River; thence under the East River to a point at or near Atlantic avenue, Borough of Brooklyn, extended with the pierhead line; thence under and along Atlantic avenue to a point in said avenue about 150 feet east of the easterly line of Court street, Borough of Brooklyn, where a connection can be made with Section 11-D of the Fourth Avenue Subway, and requesting the approval and consent of this Board thereto.

This communication was presented to the Board at the meeting of July 6, 1911, and by resolution duly adopted, July 13, 1911, was fixed as the date for consideration and the communication was referred to the Franchise Committee.

At the meeting of July 13, 1911, the consideration was concluded and the matter was laid over until July 17, 1911, when it was laid over until July 18, 1911, and was then laid over until this day.

The matter was laid over.

Rapid Transit Railways—Extensions to the Existing System; Also Third Tracking and Constructing Additions to the Second, Third and Ninth Avenue Elevated Railroads, and the Completion and Putting in Operation of the Steinway Tunnel.

In the matter of the communication from the Public Service Commission for the First District, relative to the construction, maintenance and operation of additional rapid transit railways, and requesting a statement of the position of this Board on the subject.

The President of the Borough of Manhattan, Chairman of the Conference Committee, presented the following:

July 20, 1911.

To the Honorable Board of Estimate and Apportionment:

Gentlemen—The Public Service Commission for the First District and your Special Committee upon pending proposals for the construction, equipment and operation of new rapid transit lines submitted to your honorable body under date of June 13, 1911, a joint report embodying recommendations with relation to the terms upon which, in the judgment of the transit conferees, contracts for such construction, equipment and operation might properly be made between the City and the Interborough Rapid Transit Company and the Brooklyn Rapid Transit Company respectively.

These recommendations, together with certain modifications thereof, were approved by your honorable Board under the resolution adopted under date of June 21, 1911 and June 29, 1911, and the respective operating companies were subsequently advised of the action so taken.

The general plan upon which the Public Service Commission and the Board of Estimate and Apportionment agreed contemplated:

1. The laying out of a transit system that would serve as a basis for a logical and well-ordered future City plan.

2. Provision, as rapidly as the means at the City's command permitted, not only for the relief of congested areas, but for the operation of lines through those sections that, though relatively undeveloped, offer promising opportunity for the better distribution of population.

3. Automatic provision for the inclusion in either operating system of such future extensions as the City may from time to time decide to build.

4. The utilization and extension, so far as possible, of the facilities offered by existing rapid transit lines already at the service of the City, rather than to reduce the uses of such lines through competition of a wasteful nature.

5. The separation of particular routes, or combinations of routes in such manner as to secure control on the part of the City of future transit development, and the right of the City to recapture a system of lines capable of independent operation, if it so elects, at any time after ten years.

6. The release of the moneys invested by the City in new transit lines at the earliest practicable time from the restrictions placed by the constitution upon municipal indebtedness; and

7. The subjection of the operating companies to strict public regulation as a condition precedent to the granting of the new franchises or other rights.

It is not necessary at this moment to rehearse in detail the terms of the Report of the Conferees, which have been carefully considered by your Board, and which have been the subject of much general discussion. The fact should be emphasized, however, that the primary purpose of the plan proposed by the Conferees was to secure the advantages of a transit system based upon the principles we have stated, and not to put the City in a position of sacrificing any part of its own logical development for the sake of securing the sort of returns that would accrue to a partner in a commercial railroading enterprise. The Interborough Company, which holds the City's subways under leases that secure it in possession for approximately seventy years, has informed the Conferees that it could not accept the terms proposed by the City for the operation of extensions of its system, for the reason that the private capital required to carry out its part of the plan could not be enlisted upon such terms. In order to examine the figures and data, and to hear the arguments upon which the Company's conclusion was based, the Conferees have held several further conferences with the representatives of the Company and with their bankers. As a result of these conferences the Company now submits a supplementary offer to operate all of the routes laid down in the Conferees' report, and to accept all the terms and conditions proposed by the report, with the exception of those establishing the basis of compensation to the Company. The recommendations of the Conferees under this head were:

1. That if a contract were made with the Interborough Company, the Company be permitted to retain all of the net earnings upon the lines it now operates, which for the year ending June 30, 1910, amounted to 17.3 per cent. upon its invested capital.

2. That the net profits of the new lines be estimated upon a separate accounting system based on a per passenger method of ascertaining the cost of operation.

3. That the receipts of the new lines above operation be proportioned as follows:

(a) The carrying charges upon the new capital invested by the Company and the City respectively;

(b) Each party be permitted thereafter to retain three per cent. in excess of such carrying charges;

(c) All receipts in excess of such three per cent. to be applied toward the carrying of deficits, if any, upon the cost of operating extensions; and

(d) That all profits remaining after the operation of such extensions be divided evenly between the two parties.

The Company now proposes that the gross receipts of all the lines, both new and old, be pooled, and that after the payment of operating expenses they be distributed as follows:

(a) The interest and sinking fund charges upon the bonds of the City issued for the construction of rapid transit lines under the present rapid transit contracts.

(b) An amount to be retained by the Company during the entire period of the contract equivalent to five per cent. interest and one per cent. sinking fund charges upon the capital contributed by the Company for either construction or equipment of the proposed and existing subways, with three per cent. additional as compensation to the Company for the pooling of the receipts of the existing lines with those of the new lines, the levelling of the leases upon the old and new lines, the exchange of leases upon the east and west side lines in Manhattan, and for services in connection with the operation of the property, it being understood that the amount of capital contributed by the Company to the existing subway system for construction and equipment as of June 30, 1911, amounts to the sum of \$48,029,688, the basis for the allowance in question to be, nevertheless, the exact sum expended upon construction and equipment. These allowances, which are not to exceed nine per cent. in all, to be upon all capital furnished by the Interborough Company during the period of the contract, and to be cumulative; the deficits, if any, to be adjusted on a yearly basis out of a fund to be provided therefor by the Company as part of its capital investment; the allowance made to the Company upon the bonds or notes issued for this purpose not to exceed interest charges thereon.

(c) A sum representing the interest and sinking fund charges upon the capital invested by the City in the said new lines; deficiencies in the amount required to meet such charges from the date of the operation of said new lines to be treated as cumulative and to be met from the receipts of the system before further distribution of profit proceeds.

(d) A sum representing the difference between the interest and sinking fund charges of the City upon its investment in the said new lines, up to and including an aggregate of nine per cent. upon the investment of the City in the new lines, before the further distribution of profit proceeds; and

(e) An even distribution between the City and the Company of all profit after the foregoing charges have been met; such division to proceed throughout the remainder of the term of the lease from the City to the Company.

The proposition of the Company, read in conjunction with the general terms of the report, which it has accepted, also covers the following points:

1. That, as set forth in the Report of the Conferees, dated June 5, 1911, the sinking fund set aside by the Company upon its investment in equipment shall meet and cover all charges for obsolescence incidental to the maintenance of such equipment.

2. That all future extensions agreed upon by the City and the Company shall be governed by and included in the general provisions herein set forth as to receipts and deductions therefrom, and that all extensions required by the City and not agreed to by the Company shall be equipped and operated as part of the entire plan upon the general lines set forth in the offers of the Interborough Company of December 5, 1910 and May 9, 1911; the operating expenses of such extensions, in that case, to be upon the cost-per-passenger basis, to be determined according to unit costs on the entire system.

3. That upon the completion of any substantial portion of the new lines the receipts of the existing subways shall be immediately pooled therewith, and such pooled receipts divided in the manner hereinbefore provided, in the proportion which such new lines bear to the whole system, as the same may be placed in operation from time to time.

4. That the Company will commence at once the construction of all of the lines embraced in this plan that are contiguous to any of its existing lines, either subway or elevated, and that it will press the work upon all other lines with the greatest possible dispatch.

5. That the Interborough Company and the Manhattan Elevated Company will construct and operate the third track lines and extensions to the existing subway system of the Manhattan Company upon the terms proposed in the resolutions of , as modified on , with the exception that the City, in lieu of the proposed provision for examination of the lines to determine what deferred depreciation, if any, would be required to be met, will accept a clause prohibiting excessive renewal charges on the part of the Company during any one year following the new operation.

6. That the Company will accept in every other particular the terms and conditions for the construction, equipment and operation of the lines for which it has applied, or which have been assigned to it, as laid down in the resolutions of June 21, 1911, as amended on June 30, 1911.

The Conferees, having in view the pre-eminent desirability of extending under a logical plan the City lines now under lease to the Interborough Company as part of the more comprehensive system proposed in the report of June 13, 1911, and being convinced that the revised terms that they have negotiated with the Interborough Company offer the best practicable basis of settlement, do not hesitate to recommend that the substitute proposition as to financial basis be accepted.

The advantages to the City would be manifold. The Company, in return for the pooling of its revenues, for the virtual merging of the new and old leases for the reduced period of forty-nine years, the exchange of leases upon its east and west side lines, and for its services as operator of the compounded system, would receive three per cent. above the carrying charges upon its investment. It is estimated that by the first year of operation of the new lines the Company's total investment upon the old lines for construction and equipment will be \$50,000,000, and that its contribution for construction and equipment of the new lines will be \$75,000,000—a total of \$125,000,000. The three per cent. allowed upon this sum would amount to \$3,750,000 annually. This would be the maximum sum allowed throughout the entire operation of the lease until the City also receives nine per cent. upon its investment. The Company's net profit from the subways for the year ending June 30, 1910 was \$4,650,000. For the year ending June 30, 1911, figures for which are not yet in hand, the amount will be somewhat less. During this year, however, expenditures for equipment replacements have been abnormal and the net figures of the year are not to be taken as typical. It is estimated that the increase of traffic between now and the year 1915, the last year preceding the operation of the new lines, will bring the profit for that year to approximately \$7,000,000. The present proposition is, therefore, in a word, that the Company will operate an expanded system, doubling the mileage of its present lines, for a profit of \$1,000,000 less than it is receiving today upon its smaller system, and more than \$3,000,000 less than the profit it would receive in the last year of the present operation.

It may be said that when the settlement of terms upon this principle was first proposed the Company suggested that it be given a reservation of ten per cent. upon its investment, old and new; a figure that would have more nearly approximated its present receipts, and that, although provision for the City's carrying charges should come next in order, all profit earned over the City's carrying charges should be divided evenly. This proposition the Conferees declined to accept. It was then proposed that the basis be made nine per cent., the even division to proceed immediately following the payment of the City's carrying charges. This, also, the Conferees declined to accept. As a counter proposition, they proposed that the City receive an amount above its carrying charges up to nine per cent., and upon this basis a final agreement was reached.

The Company figures, upon estimates that are considered by the Conferees to be very conservative, that any cumulative deficits in its preferred allowance would be discharged within eight years from the beginning of operation, and that the cumulative deficiencies in the City's carrying account would be discharged in five years more, thus bringing the City within thirteen years to the point at which it would derive an annual profit.

It would be difficult to indicate accurately the exact year at which this point would be reached; but it could hardly be more than one or two years beyond the date the company anticipates. If it is assumed that the new and old lines, at such a date,

would have reached the maximum of their carrying capacity—estimated at 800,000,000 passengers per year—the following operating results would have been secured:

Gross operating revenue (on the basis of 800,000,000 passengers per year)	\$40,000,000
Less 45 per cent. allowance for operating expenses	18,000,000

Less carrying charges upon the City's present bonds	2,700,000
	19,300,000
Less taxes (city, state and federal)	600,000
	18,700,000
Add non-operating revenues	300,000

Gross income \$19,000,000
If there be deducted from this sum the proposed preferred allowance of \$11,250,000 on the old and new investment of the company, plus an additional allowance of \$1,000,000 on new equipment the company will be obliged to purchase in order to meet the expected growth of travel, and plus \$4,950,000 representing nine per cent. to go to the City upon its new investment of \$55,000,000, there would still remain a balance of \$1,800,000 available for equal division between the parties within fifteen or sixteen years from the beginning of operation.

The release of the City's investment from the restrictions of the debt limit would occur as soon as its carrying charges have been met. It is to be considered, further, that the allowance to the Company of \$3,750,000 annually as a preferred profit, is to be treated as preferential only during the thirteen or fourteen years prior to the payment of the City's full nine per cent. The City can borrow money more cheaply than the Company. Its bonds are apt to be sold at a rate of 4½. It would be entitled, therefore, to 3¼ per cent. upon its proposed investment of \$55,000,000, which would amount to \$2,100,000 annually. From the first year of the realization of this full sum, the preferred allowance to the Company would be reduced, therefore, to \$1,650,000. Throughout the remaining years of the lease, this reduced amount would stand for all that the Company surrenders in the way of its present earnings and the readjustment of its existing leases.

At the end of the leases, it would, moreover, turn over to the City a property valued at \$125,000,000 and would have paid to the City during the same period an increase in taxes aggregating \$20,000,000.

The Conferees, in recommending that the proposed revised basis for settlement with the Interborough Company be accepted, have in mind also the fact that the indirect benefits to the City would be vastly in excess of the direct return from its share in the revenues of operation. The President of the Department of Taxes and Assessments informs the Committee that within five or ten years following the opening of the new transit lines to operation, taxable values will increase fully \$500,000,000 beyond the estimates the department has previously furnished. At the rate of the present annual tax, this would net more than \$8,000,000 annually in taxation. This consideration alone, in the judgment of the Conferees, justifies any risk that the City proposes to take in its part of the construction of any of the lines embraced in the comprehensive plan the Conferees' report proposed.

The Conferees recommend, also, that the franchises sought by the Interborough and Manhattan companies for the third tracking and extension of the Manhattan elevated lines be also granted upon the terms set forth in the report, as subsequently amended. Under this plan, the City will receive half of the increase in net operation of the elevated roads, above an average of the profits of the two years ending June 30, 1911, instead of two per cent. of the increase in the gross receipts at express stations, as the Company had first proposed. The City will also undertake to treat as cumulative any losses of income on the part of the Company below the average aforesaid, and to discharge this before the even division of profits proceeds. There can be no doubt, however, that any loss of income due to the opening of the new subways will be quickly overcome, and the advantages of an even division in all of the increase of the future, estimated roughly at forty per cent. of the present traffic, is manifest.

The resolutions herewith submitted by the Special Committee of the Board of Estimate, if adopted, will not only determine the disposition of the several routes to be embraced within the system to be operated by the Interborough Company; but will reaffirm the action previously taken by the Board with relation to the award to the Brooklyn Company of the routes assigned to it in the Conferees' report of June 5, 1911.

The Public Service Commission is already proceeding with the preparation of formal contracts upon which the operation of the new system of the Brooklyn Company will be based. The Commission is proceeding, also, with all steps necessary to the legalization of routes embraced in any part of the City's plan that have not yet been established. The Commission will proceed with actual construction of the lines embraced in the plan to be built wholly by the City, for which bids are in hand, and with the advertisement of bids for the construction of all other such lines that have been legalized, as soon as the final action of the Board of Estimate and Apportionment is taken.

All of which is respectfully submitted.

Special Committee of the Board of Estimate and Apportionment: GEORGE MCANENY, President, Borough of Manhattan; CYRUS C. MILLER, President, Borough of The Bronx; GEORGE CROMWELL, President, Borough of Richmond.

For the Public Service Commission for the First District: W. R. WILLCOX, Chairman; WM. MCCARROLL, J. E. EUSTIS.

The President of the Borough of Manhattan offered the following:

Whereas, The Special Committee of the Board of Estimate and Apportionment appointed to consider pending transit proposals, and the Public Service Commission for the First District, made a joint report to this Board bearing date of June 5, 1911, and transmitted under date of June 13, 1911, with relation to the construction, equipment and operation of additional lines of rapid transit railway within The City of New York; and

Whereas, This Board, at a meeting held on June 21, 1911, concurred unanimously in the findings and recommendations of said joint report, with certain modifications set forth in the resolutions adopted upon such date applying to the respective proposals of the Interborough Rapid Transit Company and the Brooklyn Rapid Transit Company; and

Whereas, The Interborough Company, through informal communication to the Board, has represented that it would be unable to secure the investment of private capital in the lines assigned to it upon the terms proposed by the Board and the Public Service Commission unless the said terms and conditions be modified; and

Whereas, As a result of further conferences between the representatives of the company and the Special Committee of the Board and the Public Service Commission, the Conferees have been informed by the company, in a letter dated July 19, 1911, that it will accept the part allotted to it by the Board subject to the terms and conditions contained in the report of the Conferees dated June 5, 1911, as amended June 21, 1911, if certain modifications with relation to the financial terms be made therein; and

Whereas, The Board is convinced, for the reasons submitted by the Conferees, that the said modifications may properly be accepted; therefore be it

Resolved, That the Board hereby approves the recommendations of its Special Committee and the Public Service Commission that the Commission prepare and submit to the Board contracts for the construction, equipment and operation of the lines assigned to the Interborough Company, as set forth in the Conferees' report dated June 5, 1911, as amended June 21, 1911, and upon the general and specific terms prescribed by said report, excepting in the following particulars:

I. That the Interborough Company, in consideration of the grant of the new franchises and operating rights for the new lines it seeks, and for the new lines assigned to it under the said report of June 5, 1911, be required to pool the gross receipts of all the said lines, old and new; and that its revenues from such gross receipts, after the payment of operating expenses upon the basis set forth in the said report of June 5, 1911, shall be apportioned in the following order:

(a) The interest and sinking fund charges upon the bonds of the City issued for the construction of rapid transit lines under the present rapid transit contracts;

(b) An amount to be retained by the company during the entire period of the contract equivalent to five per cent. interest and one per cent. sinking fund charges upon the capital contributed by the company for either construction or equipment of the proposed and existing subways, with three per cent. additional as compensation to the company for the pooling of the receipts of the existing lines with those

of the new lines, the leveling of the leases upon the old and new lines, the exchange of leases upon the east and west side lines in Manhattan, and for services in connection with the operation of the property; it being understood that the amount of capital contributed by the company to the existing subway system for construction and equipment as of June 30, 1911, amounts to the sum of \$48,029,668; the basis for the allowance in question to be, nevertheless, the exact sum expended upon construction and equipment. These allowances, which are not to exceed nine per cent. in all, to be upon all capital furnished by the Interborough Company during the period of the contract, and to be cumulative; the deficits, if any, to be adjusted on a yearly basis out of a fund to be provided therefor by the company as part of its capital investment; the allowance made to the company upon the bonds or notes issued for this purpose not to exceed interest charges thereon.

(c) A sum representing the interest and sinking fund charges upon the capital invested by the City in the said new lines; deficiencies in the amount required to meet such charges from the date of the operation of said new lines to be treated as cumulative and to be met from the receipts of the system before further distribution of profit proceeds.

(d) A sum representing the difference between the interest and sinking fund charges of the City upon its investment in the said new lines, up to and including an aggregate of nine per cent. upon the investment of the City in the new lines, before the further distribution of profit proceeds; and

(e) An even distribution between the City and the company of all profit after the foregoing charges have been met; such division to proceed throughout the remainder of the term of the leases from the City to the company.

II. That, as set forth in the report of the Conferees dated June 5, 1911, the sinking fund set aside by the company upon its investment in equipment shall meet and cover all charges for obsolescence incidental to the maintenance of such equipment.

III. That all future extensions agreed upon by the City and the company shall be governed by and included in the general provisions herein set forth as to receipts and deductions therefrom, and that all extensions required by the City and not agreed to by the company shall be equipped and operated as part of the entire plan upon the general lines set forth in the offers of the Interborough Company of December 5, 1910 and May 9, 1911; the operating expenses of such extensions, in that case, to be upon the cost-per-passenger basis, to be determined according to unit costs on the entire system.

IV. That upon the completion of any substantial portion of the new lines, the receipts of the existing subway shall be immediately pooled therewith, and such pooled receipts divided in the manner hereinbefore provided, in the proportion which such new lines shall bear to the whole system as the same may be placed in operation from time to time.

V. That the company will commence at once the construction of all the lines embraced in this plan that are contiguous to any of its existing lines, either subway or elevated, and that it will press the work upon all other lines with the greatest possible despatch.

VI. That the Interborough Company and the Manhattan Elevated Company will construct and operate the third track lines and extensions to the existing system of the Manhattan Company, upon the terms proposed in the resolutions of June 21, 1911 as modified on June 30, 1911 with the exception that the City, in lieu of the proposed provision for examination of the lines to determine what deferred depreciation, if any, would be required to be met, will accept a clause prohibiting excessive renewal charges on the part of the company during any one year following the new operation.

VII. That the company will accept in every other particular the terms and conditions for the construction, equipment and operation of the lines for which it has applied, or which have been assigned to it, as laid down in the resolutions of June 21, 1911, as amended on June 30, 1911; and be it further

Resolved, That, in pursuance of the joint recommendations of the Special Committee of the Board and the Public Service Commission, as heretofore ratified and confirmed, the Board approves the proposed immediate preparation of contracts, under the general provisions of the Rapid Transit Act, for the construction, equipment and operation of the lines assigned to the Brooklyn Rapid Transit Company—through the instrumentality of such new railroad company as may be organized for the purpose, or through the Brooklyn Union Elevated Railroad Company, or through both such companies, as may be deemed advisable—along the lines proposed to the Brooklyn Company in the resolutions of June 21, 1911, with the modifications and exceptions further provided in the resolutions adopted on June 30, 1911; and be it further

Resolved, That the Public Service Commission be respectfully requested to submit to this Board at the earliest date practicable the forms of the contracts to be entered into for the equipment, operation and maintenance of the lines of rapid transit railway proposed for operation aforesaid, either by the Interborough Company or by the Brooklyn Company, in order that all of the rapid transit lines proposed for construction, either by the City or by the respective companies, or now under construction by the City, may be promptly utilized; and be it further

Resolved, That the Public Service Commission be and it is hereby respectfully requested, at the earliest date or dates practicable, to submit from time to time for the further approval of this Board the contract or contracts to be entered into for the construction, at the expense of the City, of such portions of the said lines as are intended for operation by either of the contracting companies, or by any company, and to acquaint the Board, so far as practicable, in anticipation of such submission with the necessary plans, specifications and estimates for such construction, in order that the Board may proceed to appropriate the City funds to be expended in accordance therewith; and be it further

Resolved, That the Special Committee of this Board, consisting of the President of the Borough of Manhattan, the President of the Borough of The Bronx and the President of the Borough of Richmond, be hereby continued for the purpose of conferring and co-operating with the Public Service Commission in the carrying out of these recommendations and in the determination of such questions of detail with relation to contracts to be entered into with either company as were left undetermined in the joint report of the conferees, as modified by the resolutions subsequently adopted, including the resolutions of this date.

The following discussion ensued:

PRESIDENT MITCHEL: Mr. Mayor, this matter is now officially before the Board for action. I have waited during the past four days—that is, since the matter was first outlined, to express my full views concerning it and now, in expressing those views and stating the reasons why I vote as I shall upon this proposition, I ask that what I say be made a part of the record of the Board.

While I am keenly alive to the advantages of the Interborough operation of the lines allotted to that Company in the report of the conferees, and would be glad to vote for a contract of operation by that Company on any terms equitable to the City, I regret to find myself in a position where I must vote against the proposition which is now put forth.

I do so only because I believe it would work most disadvantageously to the City and would be almost as unfavorable in its operation as are the terms of the present contract No. 1, under which the Interborough now operates the present subway. My reasons for objecting to the present proposal are as follows:

(1) The preferential payment to the Company of 9 per cent. on old and 9 per cent. on new capital is tantamount to insuring the Company throughout the life of the proposed contract, the full amount of the net profits which the Company is now receiving from the present subway.

The Company claims an investment of \$48,029,668; 9 per cent. on \$48,029,668 equals \$4,322,670. The Company proposes to invest \$76,970,332 of new capital on which the carrying charges will be 6 per cent. The difference between the carrying charges 6 per cent. and 9 per cent. is 3 per cent. This 3 per cent. represents net profits. Three per cent. on \$76,970,332 equals \$2,309,110. The \$4,322,670 being the 9 per cent. on old capital, and the \$2,309,110 being the 3 per cent. net profit on new capital, together amount to \$6,631,780. This sum equals 13.81 per cent. on \$48,029,668.

Last year the Company's net profit from the subway was \$6,769,572. This equals 14.09 per cent. on the Company's alleged investment of \$48,029,668. Therefore, the proposed plan of making a preferential payment to the Company of 9 per cent. on old and 9 per cent. on new capital is tantamount to paying to the Company all of its present net profits, and assuring to it carrying charges and sinking fund on the new capital invested, and this before the City gets one cent either in the way of carrying charges or profits upon the capital which it invests in the enterprise.

It is stated that the Company is constrained to make this demand for a preferential payment of \$11,250,000, namely, 9 per cent. on old and 9 per cent. on new capital, because of its obligations, and I believe this to be, in a sense, quite true. In fact, in

discussing this matter with the representative of the Company, I have been informed that the Company is not in a position to discuss with the City the equitable or inequitable character of the demand, or the adequacy of the compensation proposed for the Company, but must ask this whole amount because of the obligations which it is compelled to carry. These obligations are represented by the 9 per cent. dividend which the Company is now paying on its stock.

As we all know, that stock is owned by the Interborough-Metropolitan Company, and the proceeds of this dividend, when put into the treasury of the Interborough-Metropolitan Company, are immediately paid out again by that Company as a 4½ per cent. interest payment on the \$70,000,000 of collateral trust bonds which the Interborough-Metropolitan Company has issued and outstanding.

The plea of the Interborough is that unless it continues to pay the 9 per cent. on its capital stock, and thus enable the Interborough-Metropolitan Company to continue to pay the interest on its bonds, the latter Company will go into bankruptcy. Perhaps this is true, but it offers no good reason to my mind why the City should be asked to finance, for the period of the next forty-nine years, the Interborough-Metropolitan bond and stock operations.

I am fully in accord with Mr. McAneny when he says that it makes no difference to him what the Company does with the money once the City has paid it over, and that he is concerned only with the adequacy of the amount paid by the City. I am not in accord as to the fairness to the City of the price proposed. Nor do I believe that adequate relief can be had only from the Interborough Company.

(2) The Company's offer in Subdivision A, last sentence, reads:

"This return not exceeding 9 per cent. is to be upon all capital furnished by the Interborough during the entire period of the contract and is to be cumulative and the deficits, if any, shall be adjusted on a yearly basis out of a fund to be provided therefor by the Company as a part of its capital investment."

This can mean only one thing, that the Company is to provide a fund through the issue of its bonds out of which it will meet the cumulative deficit occasioned by this preferential payment of \$11,250,000 annually, as such deficit may occur. The City will then pay 9 per cent. for interest and sinking fund, plus 3 per cent. profits upon a fund which is created and used for the purpose of making good to the Company—that same interest, sinking fund and 3 per cent. profit upon the bonds issued in part to create this very fund. In other words, the City will be paying interest and profit upon interest and profit to the Interborough Company. This, it seems to me, is an unconscionable compounding of profit on profit.

I understand from the report read that it is proposed by the Committee that the offer of the Interborough Company will be modified so that only interest will be paid and not interest and profit upon the bonds issued to create this fund. That will change the situation only to this extent, that the City would then be paying compound interest on interest and profit.

PRESIDENT McANENY: That is to be accomplished through modification. It is already in the proposition, and is covered in the resolutions submitted to the Board. That is for short term notes and bonds, to cover these contingencies if they occur, the interest only on such notes shall be paid.

PRESIDENT MITCHEL: The offer as now offered by the Committee contemplates only compound interest.

PRESIDENT McANENY: Not the proposition of the Committee.

PRESIDENT MITCHEL: But it does not read so in the offer.

PRESIDENT McANENY: I have explained that; it does in the resolutions.

PRESIDENT MITCHEL: (3) The Company's alleged investment of \$48,029,668 includes \$11,000,000 for the construction cost of the present Brooklyn division south of City Hall. As everybody recollects, the Company was merely a constructing contractor in building that section, and bid \$3,000,000 as the price of construction. The fact that it spent \$11,000,000 in building the tunnel is no justification for a demand that the City now carry that investment for it. This arrangement will be tantamount to making the Brooklyn section cost the City \$14,000,000 in place of \$3,000,000, the price that it was supposed to cost. The Company is now asking the City to give up the advantages of that contract.

(4) On the Company's statement of its expectations of traffic, the cumulative deficit of the Company which must be discharged before the City gets a cent in the way of carrying charges and interest, will not be wiped out until the year 1924. The City's cumulative deficit for interest and carrying charges on its bonds will not be wiped out until the year 1929. It would not be until that year that the City would begin to get the 3¼ per cent. net profit, and it would not be until the year 1930 that the City and the Company would divide any surplus between them.

All of this is predicated upon the assumption that from 1924 on traffic will increase at the rate of 5½ per cent. a year, but, in point of fact, in the year 1924, in order to produce the gross income upon which these calculations have been based, the subway must be carrying 707,000,000, and in 1930 it would have to carry 974,600,000. The present subway, according to the figures of the Public Service Commission, is carrying 3,315,360 passengers per mile of single track per year. The present subway has 81 miles of single track. The proposed subway to be operated by the Interborough, old and new, would contain 212.8 miles of single track.

To produce the same congestion of traffic in the amalgamated subway which is now experienced in the present subway, it would have to carry only 705,508,608 passengers. In other words, in the year 1924, long before the City's cumulative deficit had been wiped out, and, in fact, while it still remained at \$20,015,000, the new amalgamated subway system would have reached a point of congestion greater than that experienced in the present subway. The Public Service Commission estimates that the present subway will have reached a point of complete saturation beyond which it cannot expand, when it is carrying 25 per cent. more passengers than it is carrying at the present time. Assuming that the new amalgamated system be expanded by the same 25 per cent., this point of saturation would be reached in carrying 881,885,760 passengers. That is to say, the point of saturation would be reached in the year 1928, or one year before the cumulative deficit of the City had been wiped out. In other words, the new subways will have reached a condition of congestion far worse than the present crowding in the present subway before the City gets a cent of profit on its investment.

The first thing we have to consider is whether we want our new subway to be as crowded as is the present subway. If that question be answered in the negative, then we would not wish the traffic of the new subway to increase in volume over the year 1924 before building new subways to relieve it. If that question be answered in the negative, we certainly reach the conclusion that we would not wish the traffic of the new subway to expand to the point of 881,000,000, the number necessary to carry the net return calculated for the year 1928. In other words, to produce the results on which these calculations have been based and under which the cumulative deficit of the City upon its \$50,000,000 expended in construction would be wiped out in the year 1929, the new subways would have to carry more passengers than they will be physically capable of carrying, and certainly far more passengers than they could be expected decently to carry.

(5) The Company's offer at page 4, under the title of "Extensions," reads:

"Extensions required by the City and not agreed to by the Company are to be equipped and operated as part of the entire plan upon the general line set forth in the offer of the Interborough Company of December 5, 1910, and May 9, 1911."

So we are not to have a real pooling of the entire system after all! The City is required by this offer to consent to a separate accounting basis for such future extensions and a separate method of determining revenue and operating expenses and also to guarantee the Company against loss in the operation of those extensions. The guaranty is illegal. We have, first, a guaranty against loss in the operation of these extensions and then a preferential payment of \$11,250,000 on the rest of the system. In short, a guaranty piled upon a preferential payment.

It is pertinent to point out that all the Company would have to do in order to bring an extension under these terms of its offer would be to refuse to operate that extension.

To sum up, I am opposed to the present offer:

Because it guarantees to the Company 100 per cent. of its present net earnings throughout the term of the contract, which is more than the Company's present lease is reasonably worth today, in view of the competition which the Company would have to face provided that it did not obtain a franchise for any of the new subways;

Because it guarantees to the Company a compound interest—that is to say, interest on a fund created to make good interest and profit under the plan for preferential payment;

Because even that excessive net profit of the Company, assured under this plan, will be reckoned upon an inflated statement of the Company's investment in construction, due to the inclusion of \$11,000,000 for the Brooklyn extension and other lesser items;

Because under the plan proposed it would require congestion greater than that in the present subway in order that the City might ever get a profit upon its share of the investment, and even then would not receive such profit until a remote period of time, 1934, if we assume a congestion only slightly greater than that in the present subway, and 1929, if we assume complete saturation, which would represent crowding 25 per cent. greater than exists today;

Because this offer requires a separate accounting basis and separate method of determining revenue and operating expenses, together with a separate guaranty by the City against loss in the case of all future extensions constructed by the City, but not accepted by the Company. The Company will be able to bring all future extensions within the operation of this guaranty by the simple expedient of refusing to operate them;

Because the City has the opportunity to get transit relief without making so improvident a contract, either by awarding an operating contract to the Brooklyn Rapid Transit Company or by proceeding with the construction of the modified Triborough system.

PRESIDENT McANENY: May I say, speaking of course to the point, that the proposition that is now submitted to the Board was framed essentially in pursuance of an agreement reached by a majority of this Board in executive conference, and, although I am more than willing to allow for changes of opinion, it must be kept in mind that the committee would not have submitted an alternative plan, dealing with these points in the Interborough Company's case, had it not proceeded upon the understanding that it was acting in accord with the wishes of the majority of the Board of Estimate; nor, do I believe, would the Interborough Company have submitted a further proposition except upon such an understanding. The company was prepared to present a second proposition wholly rejecting the offer of the City up to the time that these later negotiations commenced. Now, as to its merits—

COMPTROLLER PRENDERGAST: Mr. McAneny has just made a statement and I think he has only done himself and his associates upon the Conference Committee full justice in making it. It is true, and I wish to publicly acknowledge it, that, in the deliberations of the Board of Estimate, in its executive sessions, it was the feeling of a majority of the members of that Board expressed at that time that an arrangement somewhat in accordance with the lines of the proposal submitted yesterday would be satisfactory to that majority; but I do not wish (because I have never run away from an issue yet) to relinquish one iota of my responsibility for having led the committee to believe that a proposition such as this would be approved, and if any embarrassment which my action has caused the committee, if it has been placed in a position that it does not relish, I certainly am very sorry, not only because I do not want them to be placed in that position officially but because I have a very warm personal regard for the members of the committee and especially for Mr. McAneny.

PRESIDENT McANENY: I did not wish to intimate that the committee would not have agreed upon the merits of this plan, because they are agreed. I meant merely to say that they would not have presented such a plan, taking further time and occupying further discussion here, had it not been with the feeling, the understanding, in fact, that it was to meet the express view of the majority. I appreciate, of course, what Mr. Prendergast says, and let it stand so upon the record.

When we come to the merits of the case, let me say this, that the special committee of the Board, acting in conjunction with the Public Service Commission, has for some four or five months been at work upon this problem. I may say also that this has not been a usurpation of the functions of the Public Service Commission to any degree, but an acceptance of an invitation from the Commission that your committee should meet with it and talk these matters over with the object of avoiding the hitherto endless chain of reports, letters and public discussions and actually get together upon a solution of this tremendous problem upon which the future development of the city might be based. In a sense, it may be said that the plan presented here is the plan of both bodies, sitting side by side, and just as original to one as to the other. The Public Service Commission appreciated, of course, that without concurrent action, when it came to the approval of contract and the appropriation of money, it would itself be powerless. I regard Chairman Wilcox's action in inviting this conference as a very great public service, and the conduct of the Public Service Commission to have been such as to merit the approval of the entire community. I believe, also, that when the joint report was submitted that for the first time a substantial agreement upon which contracts might be made had been arrived at.

The report proposes that certain lines be so constructed that they will incidentally extend the area of the present service of the Brooklyn company, with additions in Manhattan. I won't rehearse these, of course. That other lines be reserved as logical extensions and expansions for the Interborough system. This being concluded, the members of the two bodies having placed these two systems in conjunction, partly in competition, through the short haul through the heart of the city, with existing lines, and through their various branches but with the intention of extending a five cent fare to perhaps 98 or 99 per cent. of the traveling public; that is to say, the plan would take the passenger for a five cent fare to districts that are now absolutely inaccessible, and incidentally open Brooklyn to the heart of Manhattan as no other method possibly could.

Let it be said, also, that we did not present merely a proposition from the Interborough Company, or from the Brooklyn Rapid Transit Company, in our report. We presented a proposition that had been worked up in a conference between the two bodies having official authority and the two applicant companies, to which the companies originally had been strenuously opposed, and in the development of which concession after concession had been made; and we reached the point where we had finally brought both to what we considered bargain terms.

The Brooklyn Rapid Transit Company after certain modifications accepted the terms imposed by the city and it is prepared to proceed when the Public Service Commission can draw the contracts. There remains the signing of these formal contracts, the negotiations of subsidiary terms, but I have regarded and still regard the action of this Board as constituting a moral contract by which the Brooklyn plan should and must be consummated.

The Interborough Company notified us that they could not accept our terms and at the same time enlist private capital to the degree we proposed.

In laying out the Brooklyn plan, we virtually created, first, a new city subway along the lines in large part of the old Triborough route. We propose to build that with city money and to link that with existing lines of the Brooklyn system under contracts that would give access to those lines and would compel them to reserve for even distribution with the city all profits of joint operation over those they are earning today.

In the case of the Interborough Company, having provided for the strategic disposition of the moneys of the city between the two systems in the way we believe would do the greatest good, we allowed \$55,000,000 to \$60,000,000 of city money for construction against a like sum to be provided by the company; \$21,000,000 to \$25,000,000 for equipment by the Interborough alone in order that this comprehensive plan, reaching everywhere, might be carried out, and in order that the city in aiding itself would not be compelled to starve itself at every other point and be compelled to deny to every neighborhood advantages which such neighborhoods require and to every locality the benefits that should flow to such localities through school buildings, the development of territory generally and all those other expenses that must come within our Corporate Stock Budget. In order to secure this benefit we have agreed to certain modified terms in connection with the Interborough Company. The Interborough Company informed us at the conference the other day, in considering their case that they could not get private capital on the terms originally proposed. Their officers were invited in, not by us, but by common agreement, I forget just where. We went over with them these conditions, and a great deal of data, and were satisfied that in order to allow that margin of safety that they required that some altered plan should be adopted.

In the plan on June 5 we proposed that the Interborough should keep unto itself all earnings of its present lines whatever they might be, and they earned 17 per cent. last year, and they will be earning 23 in 1915. There will be some drop, of course, when the new lines are opened. But whatever was earned under the present system was to be theirs and a new and involved system of accounting was to be provided to take care of our share in the operation of the new lines. They argued that beyond the border line they could not figure out to the satisfaction of their bankers a sufficient margin of profit in the first three or four years of operation to bring the bankers in. Then we reached this plan by which nothing is reserved in the income of the old lines but all the income of the old lines and all the income of the new lines is merged in the new; the old leases virtually merged in the new leases.

For the moment, brushing aside the question of relative percentages, and just what that means, it seems to me that a phrase of the report just read sums up the

whole situation, that the Interborough Company undertakes to operate a system comprehending more than double the mileage of the present line, for an assured income of \$1,000,000 less than it is receiving today for its operation of the present contracted system, and that it cannot get one cent more than that allowance until the city has reached the point where it earns more than \$2,000,000 above its carrying charges.

But I submit, gentlemen, that in this issue it is not directly a matter of dollars and cents. I believe, and my committee believes, and the Public Service Commission believes, that we have adequately cared for that, that no possible plan could be reached, acceptable to the two parties, that would better this. Beyond all that, however, the importance to the City of New York of a logical and comprehensive plan of transportation upon which not only will all the people be enabled to ride, and to ride with greater comfort and at less cost, but by reason of which the taxable values of the entire city will be developed enormously and by reason of which the city itself will develop along lines proper to the city to develop along—this I consider to be of paramount importance to The City of New York and to outweigh all other considerations and that is what will be the result of the comprehensive scheme we give you.

Why, Mr. Mitchel, every principle you have professed to favor and for which you have striven in this Board is recognized in this plan—every principle. Short term leases—the right of the city to take over anything after ten years upon satisfactory, equitable payment; the swapping of leases upon the east and west legs of the present Manhattan lines. The right of the city to transfer to a second operator—the substitution of the passenger basis for car mileage basis, in the operation of extensions, which sounds technical but means a great deal in computing operating expense. Every principle you have contended for is contained in the report of this committee. The only issue left is the question of dollars and cents, whether or not we are allowing the Interborough more than it is entitled to earn as a reward for the operation of this line. Upon that point alone, pitched against all other consideration for the natural development of this city, we are at issue here this morning; and upon that point alone it appears to be clear that the company is to make less than it is making today upon a system twice as great.

Mr. Mitchel has gone deeply into an analysis of what the company would do with the money that it would earn under this plan. I repeat, as I have previously said, that that is not the direct concern of the city. It may spend the money it earns for dividends, and if it does spend it for dividends it is entitled to spend it for dividends. It does not matter whether this proceeds through the indirection of a holding company or directly from the company to its stockholders. If they are entitled to it, they are entitled to it. And that is the whole question before this Board.

As to the basis of the plans that we propose, it is suggested that the amount of money we reserve out of the first income for the protection of the operator would create a profit of between 13 and 14 per cent. upon money invested. Gentlemen, it is not a fair proposition to apply all of that reservation to the present money of the operator. That reservation represents not only what he is earning today, but it represents his services in getting in new capital, it represents his services in handling this road for years to come, it represents, in short, a return upon actual investment, new and old, in the aggregate and a return for services rendered that in an ordinary business enterprise would be considered modest. And upon such terms the city is able to proceed with the building of the comprehensive system of subways we have proposed.

When it comes to the question of the ability of these lines to carry the citizens of this city in the future I stick confidently to the figures provided by the citizens of the Public Service Commission. I do not understand Mr. Mitchell's 950,000,000 passengers. I am willing to take the 800,000,000 passengers which the Public Service Commission has estimated will be the carrying power of these roads and the requirement placed upon them.

You cannot say that that capacity will be the exact number reached by merely multiplying the present basis of mileage, because as the development of the roads continues and as the city's population develops there will be developed many new short haul districts, there will be many new short haul districts in The Bronx, in Queens, in Brooklyn, in Manhattan. The new short haul traffic cannot be based on a limited system, but that it will be enormous must be conceded. It is conceded that \$800,000,000 is a fair allowance for comfortable traffic, as New York understands comfortable traffic, in the years of the future, so that we would not only take care of our own carrying charges and realize our own investment but, from the added margin, we would cover over into our treasury more than \$2,000,000 a year and still leave a profit to be divided between the two parties.

Now, gentlemen, as I have said, the conferees, when they presented that report, proposed a programme they intended should be carried out and that they believed this Board of Estimate desired should be carried out in the way they had presented it, and they were obliged in the course of that procedure to carefully examine into the facts with relation to the questions presented by the Interborough Company. They have presented a report and subscribed to their own belief that this is not only eminently fair to the city as a business proposition but that its rejection at this time would be little short of calamitous. They are perfectly willing to stand on that report.

PRESIDENT MITCHEL: Mr. McAneny has said that every principle that I have contended for is satisfied by this plan proposed. There is one principal, I think, that he has overlooked which I understand we were all in favor of, and that is that the city should be assured at least of a moderate return upon its own investment. I cannot perceive that this city is assured of even that moderate return by the proposed plan.

I agree with Mr. McAneny that it makes not the slightest difference what the company does with the money, once it gets it, but in considering the reasons for the company's demand for a certain sum of money it is in point to know what are the company's necessities and what prompts the company to make a demand for more than what I consider, at least, to be a just allowance, and I wish to remind Mr. McAneny in this connection of one thing—I wish first to say that Mr. McAneny first stated that this 9 and 9 per cent. on old and new capital is necessary in order to permit the company to enlist new capital.

PRESIDENT MITCHEL (continuing): Now, I wish to remind him that in the course of these conferences I asked the representatives of the company, believing as I do that the City is financially able to carry this on for itself if it so elects, whether, if the City invested all of the construction money necessary to build the subway and thereby reduced the contribution of the Interborough Company from \$75,000,000 to \$25,000,000, whether that company would then be satisfied to take 9 per cent. on its old capital and 9 per cent. on its new capital. I was informed, no; that in that event the company would find it necessary to demand more than 9 per cent. upon its old capital in order to bring the total amount up to \$11,250,000, because that sum it must have, and must have it simply because it has got to meet the overhead obligations of the Interborough-Metropolitan Company.

Now, when we come to that point where one of the parties to the negotiations insists he must have a certain sum of money, whether adequate and fair or not, then I think we have come to a point where negotiation must end, because there is nothing more to negotiate when it is a demand which cannot be waived, and for that reason I think the statement that this so-called compromise was necessary to enlist private capital is not quite accurate, since even if we relieved the company of the necessity of subscribing private capital for construction it still must stand upon its demand for \$11,250,000.

PRESIDENT MCANENY: One further word, Mr. Mayor. The point I made was not that this advance was necessary in its entirety to enlist private capital, but partly to enlist private capital. The sum that would be reserved to the company would represent the value of its existing leases, or at least about three-quarters of the value of its existing leases, and incidentally would take care of that margin of safety upon new investment that private capital demands, and that the company demands as a reward for services. I repeat, that so long as conditions are as they are, many other considerations enter, than those mentioned by Mr. Mitchell.

PRESIDENT MILLER: Mr. Mayor, perhaps I look at this matter from a different point of view. The direct profit which the City gets from the subways out of the rentals is its smallest profit. To me it is of very little importance whether the City gets one-half of one per cent. more or whether the City gets less or whether the company does likewise. It is, in my mind, the duty of the City to build the best subways, to give the people the best transit. No plan for the whole City, in my judgment, will be adequate unless it includes the present Interborough system. Whether the City has to meet a deficit or whether it has not to meet a deficit, the subways are essential. If the proposition as submitted by the Interborough Railroad is one that should be

accepted, the best course for the City would be to take it. The only question is one of price, so that from my point of view throughout this whole transaction the only question has been whether the City could afford to pay the price. I think that the proposition we advocate in the report is a fair one. I think the City will gain increased benefits a thousand times more than it ever could hope to gain by any other plan or direct income from the leases. Therefore, I think that we should adopt the report as suggested.

The resolution was then lost by the following vote:
Affirmative—The Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx and Richmond—6.

Negative—The Mayor, the Comptroller, President of the Board of Aldermen and the President of the Borough of Queens—10.

Whereas, The Special Committee of the Board of Estimate and Apportionment for the First District, made a joint report to this Board bearing date of June 5, 1911, and transmitted under date of June 13, 1911, with relation to the construction, equipment and operation of additional lines of rapid transit railway within the City of New York; and

Whereas, This Board at a meeting held on June 21, 1911, concurred unanimously in the findings and recommendations of said joint report, with certain modifications set forth in the resolutions adopted upon such date applying to the respective proposals of the Interborough Rapid Transit Company and the Brooklyn Rapid Transit Company; and

Whereas, The recommendations of the Special Committee of the Board and the Public Service Commission, which were approved by the Board, provided that if the Interborough Company failed to accept the terms and conditions prescribed for the operation of the new lines of rapid transit railway allotted to it, certain said lines to be added to the system to be operated by the Brooklyn Company upon the general terms prescribed for the operation of the lines originally allotted to the said Company; and

Whereas, The Brooklyn Company, in a communication to the Conferees dated July 5, 1911, expressed its willingness to operate the additional lines upon the terms proposed, if so requested by the City; and

Whereas, The Interborough Company has failed to accept the terms originally proposed to it, and the Board has rejected the proposition of the Conferees to amend the said terms upon a basis that the Interborough Company has stated would be acceptable to it; therefore, be it

Resolved, That, in pursuance of the joint recommendations of the Special Committee of the Board of Estimate and Apportionment and the Public Service Commission for the First District as subsequently amended, the Board will approve contracts to be prepared by Public Service Commission under the general provisions of the Rapid Transit Act for the construction, equipment and operation of rapid transit railways along the lines now proposed for operation by the Brooklyn Rapid Transit Company—either through instrumentality of such new railroad company as may be organized for the purpose, or through its present agencies—and for the extension and third tracking of the existing elevated lines of the Brooklyn Rapid Transit Company; and be it further

Resolved, That the Public Service Commission be and it hereby is respectfully requested to submit to this Board at the earliest date practicable the forms of the contracts to be entered into for the equipment, operation and maintenance of the lines of rapid transit railway proposed for operation as aforesaid; and be it further

Resolved, That the Public Service Commission be and it hereby is respectfully requested to submit at the earliest date or dates practicable, for the further approval of the Board, the contract or contracts to be entered into for such portions of the said lines as are to be constructed at the expense of the City, and to acquaint the Board so far as practicable in advance of such submission with the incidental plans, specifications and estimates for such construction, in order that the Board may properly allow the appropriation of City funds to be expended in accordance therewith; and be it further

Resolved, That the Special Committee of the Board, consisting of the President of the Borough of Manhattan, the President of the Borough of The Bronx and the President of the Borough of Richmond, be hereby continued for the purpose of conferring and co-operating with the Public Service Commission in the carrying out of these recommendations, and in the determination of such questions of detail as were left undetermined in the joint report of the Conferees, including the resolutions of this date.

The following discussion ensued:
PRESIDENT MCANENY: As I have said, the adoption of the Committee's plan involved automatically the adoption of a definite line of procedure. It was laid down that if the Interborough Company failed to accept the offer of the City on the lines laid down in the Committee's report, that the Public Service Commission should then be placed in such a position that the proposition might go to the Brooklyn Rapid Transit or to its successor in operation. We have proposed what in our judgment is a proper plan for bringing in the Interborough Company upon terms fair to the City and to the Company alike, and that plan is rejected. I do not believe that this matter should be left in the air for one day longer. The conferees have worked long and hard to bring about the result that is now before you for your determination. I believe that inasmuch as a majority of the Board has rejected the pending plan, that the only course for the conferees is now to proceed to take up the alternative, whether or not it incidentally does injury to the City, to The Bronx, Queens, or the west side of Manhattan.

I move the adoption of that part of the resolution now before the Board that relates to the contracts to be granted to the Brooklyn Rapid Transit Company or, as I have said, its successor in the public bidding. It is the purpose of that Company to organize a new company to take over the lines that are under discussion. In so doing, I also move that we approve the offer of the Brooklyn Rapid Transit Company to operate these lines upon the basis the conferees have proposed. I so move.

PRESIDENT MITCHEL: This is what we voted that we would do in case the Interborough Rapid Transit Company did not meet the City's demands. We are now called upon to do it. I believe that we should do it for practically the same reasons that I believe we should not have done the other thing.

The routes which will be operated by this Company, under the contract proposed, will be to all intents and purposes the same trunk lines and extensions as the Triborough route which I for one have always believed in, modified by the Broadway loop.

The outlined system will be practically the same. It means digging subways; it means action; it means the settlement of this difficulty. It differs in every essential from the proposition that we have just rejected. In distinction from the preferential of \$11,250,000, a preferential is allowed here of only \$3,500,000, and that upon an investment in the Company's own plant, built with its own money upon its own initiative, and not upon a plant built with City money and upon the City's initiative. That preferential represents about $8\frac{3}{4}$ per cent. upon the old capital stock of the old Brooklyn Company and 6 per cent. on the new, as against 9 per cent. on the old capital stock and 9 per cent. on the new capital stock of the Interborough. For these reasons I think that these resolutions offered by the Committee should be adopted.

PRESIDENT MILLER: I voted for the plan to give the Brooklyn Rapid Transit the entire contract on the theory that we would do it if we could not get a reasonable contract from the Interborough Rapid Transit Company. I think we have a reasonable proposal from the Interborough Rapid Transit Company and, therefore, I am opposed to this proposition.

PRESIDENT McANENY: The lines now under operation by the Brooklyn Rapid Transit Railway Company are owned by the Brooklyn Union Elevated Railroad Company. Some of them are leased from the Canarsie Company, which would be merged with the other under that corporate control. The new lines would be advertised at public letting under terms which would permit the City, if the authorities, so decide, to link them with the old lines.

There would be three separate contracts at least, possibly four. One for operation of the Broadway, Manhattan, and Fourth Avenue, Brooklyn, system with their extensions; one for the proposed line from Union square to the Eastern District of Brooklyn, each of these two to be wholly separable and recapturable; and one for the operation of the existing Brooklyn elevated lines with the Centre street loop as their connecting link.

The contracts will be so drawn, if this plan is to be carried out—
THE MAYOR: Contracts with whom?
PRESIDENT McANENY: Contracts with the successful bidder; contracts as advertised. They will be so drawn that they will link these systems.

There are, of course, items of legal procedure, items that belong to the requirements of the Rapid Transit Act, that remain to be worked out.

The conferees who proposed this plan have no doubt of the legal ability of the City to enter into it and no doubt whatever of its economic desirability; nor have they any doubt of the fitness of the present plant of the Brooklyn Rapid Transit Company, nor any doubt of the financial ability of the Brooklyn Company to carry out what it undertakes. I trust this resolution will be adopted and that the City will proceed with actual construction as fast as it can.

THE MAYOR: The so-called offer of the Brooklyn Rapid Transit Company says that the contract is to be made with some corporation hereafter to be formed. I cannot vote to make a contract with any corporation that does not exist and may never exist, and when it does exist, may be some stock jobbing corporation that we would not have anything to do with whatever. This is a very grave matter. In my judgment, we will get into a lawsuit that may tie up this matter for a year or two or three years, and I suggest that this matter lie over until we can think it over. Until we can think it over for twenty-four hours or even for a few days. I did not know that any such resolution as this was going to be offered.

PRESIDENT McANENY: It was proposed in a report some weeks ago.

THE MAYOR: I have very often expressed my views to the Board, and while I always am willing to submit my judgment to better judgments, I give it to you as my opinion that such a resolution, if now passed, would lead to nothing but a lawsuit. The form also of the substance that you want to put into that contract would lead to another lawsuit under the Constitution of this State. I do most sincerely hope that we avoid a lawsuit that will tie us up for two or three years. I think we may well take two or three days to consider this matter. I hope we will do so today—at least without taking action one way or another at this time.

PRESIDENT McANENY: May I say one word in regard to your suggestion. In the first place, as to your query as to how we can make a contract with a company not named. We are not proposing to make a contract but to co-operate with the Public Service Commission in enabling that Commission to prepare the forms of contracts for public advertisement, along such lines as we permit. A company, to do this work, must bid for it successfully, and it must be assumed that that company, whether now in existence or hereafter, organized, will be organized under circumstances that will vouch for its reliability. If it is not a proper company, it will not make a contract with The City of New York.

Also, that there be danger of a lawsuit based on any terms now proposed, that that lawsuit could not possibly restrain the City from building its own lines so to be built by City money.

PRESIDENT MITCHEL: By separate contracts for construction.

PRESIDENT McANENY: There are to be three separate operating contracts. The lines that are to be built by the City may proceed at any moment and might have been commenced a year ago if we had seen our way clear at that time. By the time that those lines are completed and ready for operation in conjunction with the Brooklyn system, any questions of law, in my judgment, may readily be threshed out in the courts, upon agreed cases, and I have no doubt that the courts will gladly co-operate with the City in hurrying those cases, as they will readily recognize that they are matters of great public emergency.

I wish we could meet your Honor's suggestion for further delay, even if for a few days, but it seems to me this is the moment to act. In view of the long delay that has already been occasioned, by reason of the numerous conferences necessary to bring about this plan, I feel that, even if I violate courtesy to you, that it is my duty to move the adoption of this resolution.

PRESIDENT MILLER: I voted for the Brooklyn Rapid Transit proposition to come up to 59th street because I thought it proper. I still stand by that. The main reason I advocated the Interborough plan was because I thought it had the best present physical layout and it cannot be exceeded in efficiency by any other plan. It should be taken not for the benefit of the Company but for the benefit of the City.

THE MAYOR: We will regret it very much, and I predict now that it is a very easy prediction to make, that it will come absolutely to naught. I wanted to say that my understanding is—of course, I have not given as much attention to this, for many reasons, as the Committee has given it—but my understanding is that no investor will invest one dollar in any bonds issued by this company or any company until the question of this guaranty is passed upon by the highest court in this State, and at the same time, I am advised further, that bankers would hesitate to buy City bonds issued for that purpose until the question has been passed upon by the highest courts in this State.

I therefore say, let us get our bearings, now that the matter has assumed a new aspect, before we do anything else. That has been my attitude from the beginning, and though I well know that my judgment may be inferior to that of other members of the Board who know more about it than I do, I still adhere to my opinion that the matter should not be passed upon at the present moment.

PRESIDENT McANENY: I feel bound, Mr. Mayor, to press my motion for the adoption of this resolution.

THE MAYOR: Of course, I have delicacy about voting on that question at all. It seems to be overlooked that these routes which are made up for the Brooklyn Rapid Transit Railway Company can never be established until approved by the Mayor, acting independently. The City has seen fit to place that safeguard over such matters as that. It is a power which I do not seek to exercise, and I would be very glad if I did not have it to exercise. Nevertheless, if that be put up to me I will exercise it as Mayor according to my best judgment for the whole City. I therefore ask that this thing stand until we confer together and with wise men of the City and with our neighbors; until we see just what we are about to do. That is all now that I wish to say on the subject.

COMPTROLLER PRENDERGAST: I think the members of the Board are prepared to assume their responsibility for whatever action they may take this morning. I wish to say that I am. I assume, Mr. Mayor, that when the time for your responsibility to be exercised comes that you will be prepared to exercise it. It is simply a question of each man standing up to his own responsibility when the time comes and assuming it. I hope the resolution will now be put to the Board so that we will have a chance to vote on it.

Mr. Charles L. Craig, representing the West End Association, addressed the Board in opposition to the proposed resolution. The resolution was then lost by the following vote:

Affirmative—The Comptroller, President of the Board of Aldermen, and the Presidents of the Boroughs of Manhattan, Brooklyn and Richmond—11.

Negative—The Mayor and the Presidents of the Boroughs of The Bronx and Queens—5.

(Note—Under section 226 of the Greater New York Charter no resolution or amendment of any resolution shall be passed at the same meeting at which it is originally presented unless twelve votes shall be cast for its adoption.)

The President of the Borough of Manhattan moved that when the Board adjourns it adjourn to meet Friday, July 21, 1911, at 10.30 o'clock a. m., and the resolution which had just failed of adoption be ordered on the calendar for said date.

Which motion was adopted by the following vote:

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

The following matter not on the calendar for this day was considered by unanimous consent:

Rapid Transit Railway, 59th Street, Queensboro Bridge Route.

The Secretary presented the following:

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

The Public Service Commission for the First District herewith transmits to you for your approval and the approval of the Mayor of the City as required by law certified copies of resolutions adopted by it on the 14th day of July, 1911, determining and establishing a route and general plan of construction for an additional rapid transit railroad to be known as the 59th Street, Queensboro Bridge Route, or Route No. 36.

This route is among those recommended for construction in the report dated June 5, 1911, of the Select Committee of the Board of Estimate and Apportionment

and of the members of the Commission, which report was later approved by the Board of Estimate and Apportionment.

The route now adopted will connect the line under Broadway, 7th avenue and other streets in Manhattan by means of the Queensboro Bridge on the Borough of Queens, and besides meeting the all-important need of putting Queens on an all-rail connection with Manhattan will furnish needed crosstown facilities for the district in and around 59th street.

Dated July 17, 1911.

[SEAL]

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,

By W. R. Willcox, Chairman.

Attest: TRAVIS H. WHITNEY, Secretary.

The following was offered:

Resolved, That the communication be received, and in pursuance of law this Board hereby appoints Thursday, the 27th day of July, 1911, at 10.30 o'clock in the forenoon as the time and Room 16, City Hall, Borough of Manhattan, as the place when and where such plans and conclusions will be considered; and be it further

Resolved, That the Secretary be and he hereby is directed to cause notice of such consideration to be published in the City Record.

Which was adopted by the following vote:

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

FINANCIAL MATTERS.

The Secretary presented a resolution of the Board of Aldermen, requesting an issue of \$600 special revenue bonds (subdivision 8, section 188 of the Charter) to provide for the salary of an Automobile Engineman for the remainder of the year 1911, Office of the Chief of the Bureau of Licenses, Mayor's Office;

And communications as follows:

From the Commissioner of Water Supply, Gas and Electricity, requesting that the additional sum of \$8,500 be appropriated from the water revenues of Brooklyn to provide for the equipment of new quarters for the Water Register's force;

From the Commissioner of Parks, Borough of The Bronx, withdrawing his request, presented to the Board at the meeting of June 29, 1911, and referred to the Comptroller for authority to award the contract for furnishing labor and materials for reconstructing and resurfacing the Bronx and Pelham parkway, from the Southern boulevard to the Butler street road, to other than the lowest bidder.

Which were referred to the Comptroller.

The Secretary presented a communication from the Acting President of the Borough of Queens, transmitting report of the Engineer in charge of Highways containing a list of streets, which it is requested that the Board adopt as City Highways to be repaved and maintained as such until officially mapped, physically opened and a complete paving authorized as an assessment matter, and submitting for adoption resolutions in each case authorizing the Borough President to charge the cost of repaving to the corporate stock account for repaving streets in the Borough of Queens.

Which was referred to the Chief Engineer of the Board and the Consulting Engineers of the various Boroughs.

The Secretary presented communications (3) relative to additional rapid transit railways, as follows:

From John Clafin, of New York, advocating the acceptance by The City of New York of the offer of the Interborough Rapid Transit Company;

From Henry S. Wood relative to his application for the construction of new subways, etc.;

From the Brooklyn League and Brooklyn Transit Conference, urging the adoption of the 'McAneny report,' etc.

Which were referred to the Committee of the Whole.

The Secretary presented the following communication from the Comptroller submitting resolution requesting the Board of Aldermen to adopt a resolution requesting the Board of Estimate to authorize the issue of special revenue bonds to the amount of \$14,972.25 for the purpose of expediting the work of repairing and resurfacing Thompson avenue and Hoffman boulevard, from Queens Bridge to Hillside avenue, in the Borough of Queens:

City of New York, Department of Finance, Comptroller's Office, July 20, 1911.

To the Board of Estimate and Apportionment:

Gentlemen—For several months there has been an increasing clamor of protest from all parts of the City and from outlying sections regarding the bad condition of the thoroughfare in the Borough of Queens, known as Hoffman boulevard, which appears on the City maps as 'Thompson avenue and the Hoffman boulevard.' This street runs from the Queensboro Bridge Plaza directly through the center of the Borough of Queens to Hillside avenue and Jamaica avenue, forming with these streets the central and principal avenue of street communication between the Borough of Manhattan and the outlying section of the Borough of Queens and Central Long Island. It is the only direct route for automobiles and vehicles of all sorts from the Borough of Manhattan to Long Island.

Its present condition is such as to make it almost impassable to automobiles, and extremely difficult of transit for other vehicles. So dangerous has its condition become during the past few months, that the Automobile Club of America has found it necessary to issue a special bulletin warning automobilists to avoid it, even at the extreme inconvenience of finding access from Manhattan Island to the main thoroughfares of Long Island by the devious routes through the Borough of Brooklyn.

The Long Island Real Estate Exchange, representing many of the principal property owners in Queens and suburban Long Island, as well as other organizations with similar interests, have made the intolerable condition of this avenue a subject for special meetings, have adopted resolutions calling upon the Borough and City authorities to remedy the evil, and are constantly appealing in every possible way for relief.

The Borough President of the Borough of Queens and the Commissioner of Public Works assert that they are now doing everything in their power within the limits of their appropriation to repair the street. Their reports show that they have now at work on Thompson avenue and Hoffman boulevard a force of 48 men. In the past six weeks, since they began the repair and resurfacing of this avenue, they have renovated nearly two miles from the Queensboro Bridge Plaza. At the present rate of progress they will be unable to complete the entire length of about eight and one-half miles from the Bridge Plaza to Jamaica avenue before the middle of November or the first of December.

It is clear that the loss to The City of New York in depreciation of real estate values, both in the Borough of Queens and suburban Long Island, and the wear and tear on automobiles and other vehicles which find it necessary to pass over this road, is very great. In my opinion it is the plain duty of the City to come to the relief of the Borough authorities of Queens in their effort to put the road in proper condition.

After consulting with the Borough President and the Commissioner of Public Works, in the Borough of Queens, I am of the opinion that the present force employed on this work should be augmented by three additional gangs of laborers, and that these additional gangs should work at separate points along Thompson avenue and Hoffman boulevard. The Commissioner of Public Works states that a gang consisting of 25 laborers, 1 foreman and 1 assistant foreman, together with teams, carts, utensils and materials, is the best working unit for this character of work. He estimates that such a gang or working unit should be able to complete at least one mile of resurfacing in a working month of twenty-eight days.

After careful examination of the estimates of the Commissioner of Public Works, I believe that the repair of the entire avenue can be completed in the manner which I have outlined within a period of thirty-nine working days.

In view of the urgent necessity of completing this work of repair as soon as possible, and in view of the character of Thompson avenue and Hoffman boulevard as the principal avenue of vehicular traffic between the Island of Manhattan and Central Long Island, I believe that it is just and reasonable that the City at large

should bear the burden of the extra expense involved in repairing this avenue within the time mentioned, which is estimated at \$14,972.25.

I, therefore, offer the following resolution for adoption. Respectfully,
WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby requests the Board of Aldermen at its next regular meeting to adopt the following resolution:

Resolved, That, in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to an amount not to exceed fourteen thousand nine hundred and seventy-two dollars and twenty-five cents (\$14,972.25), the proceeds whereof to be used by the Borough President of Queens, under the appended schedules of Time, Material and Labor, for the purpose of expediting and completing the work of repairing and resurfacing the streets in the Borough of Queens known as Thompson avenue and Hoffman boulevard, from the Queensboro Bridge plaza to Jamaica avenue.

Schedules.

Time—	
39 working days.	
Materials—	
6 tar kettles, at \$225 each.....	\$1,350 00
3 steam rollers (rental), at \$10 per day.....	1,170 00
1,200 cubic yards broken stone, at \$2.65 per cubic yard.....	3,180 00
Labor—	
3 Foremen, at \$4 per day.....	468 00
3 Assistant Foremen, at \$3.25 per day.....	380 25
75 Laborers, at \$2.50 per day.....	7,312 50
3 teams, at \$6 per day.....	702 00
3 horses and carts, at \$3.50 per day.....	409 50
	\$14,972 25

Which was adopted by the following vote:

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

The Secretary presented the following communication from Mr. Daniel F. Kiely offering to sell to the City the plants and franchise of the South Shore Water Works Company of Staten Island, together with a report of the Comptroller and the Chief Engineer of the Board, two of the Committee to whom this matter was referred April 27, 1911, stating that this Company has a small plant on the easterly side of Staten Island with a daily estimated supply of 100,000 gallons. The Commissioner of Water Supply, Gas and Electricity has stated, in response to an inquiry, that the City does not need this plant. Two members of the Committee, namely, the Comptroller and the Chief Engineer of the Board, are on this date submitting a general report on the subject of the appraisal of private water companies, and have pointed out that the most advantageous policy for the City to follow will be to abandon, at least temporarily, the sources of ground water supply upon the introduction of the Catskill supply. That it is believed to be unwise for the City to purchase the South Shore Company, except possibly to take over a portion of its distribution system, consisting of 6-inch pipe, the value of which has been estimated at \$4,284.

(On April 27, 1911, the communication of Daniel F. Kiely as above, was referred to a Committee, consisting of the Comptroller, the President of the Borough of Richmond and the Chief Engineer of the Board.)

(On July 6 and again on July 13, 1911, the above matter was laid over for one week.)

Daniel F. Kiely, Counsellor-at-Law, 220 Broadway, St. Paul Building, New York, April 18, 1911.

Board of Estimate and Apportionment, City of New York:

Gentlemen—On behalf of the parties in interest, I beg to offer for sale to The City of New York, if it, or your Board on its behalf, is desirous of acquiring same by private purchase at a moderate price, the franchise, pumping plant, wells, standpipe, mains and complete distributing system and good will of the South Shore Water Works Company of Staten Island; this offer to include such real estate as is now used by said Company in conducting its business.

As this Company is the only private water company left on Staten Island, whose plant, etc., has not been acquired by The City of New York, and as it appears that the ultimate plans of the Department of Water Supply are intended to cover all Staten Island the Directors of this Company do not feel justified in making further expensive extensions of its service to new consumers, or to put additional capital into a business that will necessarily have to come into competition with a municipal plant in the near future. The municipal distributing system has already been brought into this Company's territory at Richmond and elsewhere.

Certainly the City can in consummation of its plan avail itself of such a plant as this Company's and just as certainly it can acquire it by purchase more cheaply than it can build its own. Respectfully yours,
DANIEL F. KIELY.

Board of Estimate and Apportionment, City of New York, June 28, 1911.

To the Honorable, the Board of Estimate and Apportionment:

Gentlemen—At the meeting of the Board of Estimate and Apportionment held on April 27, 1911, a communication was presented from Mr. Daniel F. Kiely, offering on behalf of the parties in interest to sell to the City "by private purchase, at a moderate price, the franchise, pumping plant, wells, standpipe, mains and complete distribution system and good will of the South Shore Water Works Company of Staten Island, this offer to include such real estate as is now used by said Company in conducting its business," which communication was referred to the Comptroller, the President of the Borough of Richmond, and the Chief Engineer of the Board.

The South Shore Water Works Company is a small plant on the easterly side of Staten Island, and the daily amount of water supplied by it is estimated to be about 100,000 gallons. In 1906 a Commission appointed by the Board of Estimate and Apportionment to investigate and report upon the value of the plants of the existing water works on Staten Island included in its report a description and inventory of the South Shore Water Company. From this report it appears that a franchise was granted to this Company by the town of Southfield on July 5, 1889; that the plant of the Company consisted of a standpipe 20 feet by 60 feet, about 14,850 feet of pipe, of which 8,550 feet was 4 inches or less in diameter; 18 hydrants, 16 gates and 4 meters, in addition to its wells and pumping plant. The value of its distribution system, including land at New Dorp, was given as \$12,672, while the wells and pumping plant were estimated to have a value of \$6,710. In describing the plant the Commission stated that it was "so small that it would not pay to operate it in connection with a general supply for the island." We have asked the Commissioner of Water Supply whether the Company has made any additions to its plant since the time of this report, and asked for an expression of his views as to the desirability of its purchase by the City, and he has stated in response to this inquiry that "the City does not need this Company's plant. New sources of supply are being developed by the Department in the Borough of Richmond, and at the present time there is an ample supply of water available in that Borough."

Two members of this Committee, namely, the Comptroller and the Chief Engineer of the Board, are submitting a report upon the general question of the appraisal of the value of the private water companies now doing business in the City, with a view to their possible purchase, and have pointed out that the most advantageous policy for the City to follow will be to abandon, at least temporarily, the sources of ground water supplies upon the introduction of the Catskill water in order to find a market for its new gravity supply. We believe that it would be unwise for the City to purchase the South Shore Water Company, except possibly to take over a portion of its distribution system, consisting of 6-inch pipe, the value of which is given in the report of 1906, made by the Commission already referred to, as \$4,284.

Respectfully,
WM. A. PRENDERGAST, Comptroller; NELSON P. LEWIS, Chief Engineer;
Board of Estimate and Apportionment.

The report of the Committee was approved by the following vote:

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

The Secretary presented reports as follows:

Report of the Comptroller and the Chief Engineer of the Board, to whom were referred on June 15, 1911, specifications submitted by the Commissioner of Water Supply, Gas and Electricity for flaming arc lamps to be installed where deemed advisable in public buildings of the City.

(On July 6 and again on July 13, 1911, the above matter was laid over for one week.)

Report of the Comptroller and the Chief Engineer of the Board, to whom were referred on October 21, 1910, a communication from the Commissioner of Water Supply, Gas and Electricity relative to the acquisition of private water companies, in which he recommended that a special appropriation be made to conduct an investigation to determine the value of these private companies, etc.

(On July 6 and again on July 13, 1911 the above matter was laid over for one week.)

Which were laid over one week.

The Secretary presented the following communication from the Captain, 2d Battery, 1st Battalion, F. A., N. G., N. Y., requesting, and report of the Comptroller recommending, that the Board approve of the expenditure of \$1,284 for the purpose of paying the compensation, at the rate of \$3 per diem, of two Hostlers employed in the 2d Battery Armory, from June 1 to December 31, 1911, and that payment of same be made by the Comptroller from the proceeds of special revenue bonds issued pursuant to subdivision 7, section 188 of the Charter; also recommending approval of a schedule for said fund:

(On June 29, 1911, the request of the Captain, 2d Battery, First Battalion, F. A., N. G., N. Y., for the above appropriation was referred to the Comptroller.)

Second Battery, First Battalion, F. A., N. G., N. Y., Franklin Avenue and 166th Street, Bronx, New York, June 20, 1911.

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

Sir—I have the honor to report that pursuant to par. 188-189, Military Laws, S. N. Y., I have appointed as hostlers (original) for the care of twenty (20) horses, the property of and for the use of the battery for military purposes, the following at a salary of three dollars (\$3) per day each, from June 1, 1911.

Louis Meyer, of 406 East 176th street, New York.

Arthur F. Hirt, of 1053 Forrest avenue, New York.

The certificate from the Major-General Commanding Division N. G., N. Y., is on file in the office of the Comptroller, City of New York.

Will you kindly have the necessary funds provided to meet the expenses for the current year. Very respectfully,
L. F. SHERRY, Captain.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 13, 1911.

To the Board of Estimate and Apportionment:

Gentlemen—On June 20, 1911, the Commanding Officer of the Second Battery, First Battalion, F. A., N. G., N. Y., requested the necessary funds to provide for the payment of two Hostlers appointed on June 1, 1911. In connection therewith I report as follows:

In June, 1911, the Major-General, Commanding Division N. G., N. Y., filed a certificate in the Department of Finance that there were twenty horses stabled in the Armory of the Second Battery. Under section 188 of the Military Law an armory is allowed one Hostler for the care of each ten horses stabled therein. The Second Battery is, therefore, entitled to two Hostlers. The law fixes the rate of compensation for Hostlers at \$3 per diem.

It will require \$1,284 for the payment of the incumbents from June 1, 1911, to the end of the year.

I recommend the adoption of the attached resolution approving of Special Revenue Bonds in the necessary amount, and a schedule for the fund.

Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the expenditure of a sum not to exceed one thousand two hundred and eighty-four dollars (\$1,284) for the purpose of paying the compensation, at the rate of \$3 per diem, of two Hostlers employed in the Second Battery Armory, from June 1, 1911, to December 31, 1911, and recommends that payment of the same be made by the Comptroller out of the sale of special revenue bonds of the City of New York, issued pursuant to the provisions of subdivision 7 of section 188 of the Greater New York Charter.

Which was adopted by the following vote:

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

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule of wages paid from other than budget funds in the National Guard and Naval Militia, County of New York, to take effect June 1, 1911, as follows:

The National Guard and Naval Militia, County of New York.

Wages, Regular Employees—

Revenue Bond Force, Second Battery:

Hostlers (365 days), 2 at, per day..... \$3 00

Which was adopted by the following vote:

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

The Secretary presented a report of the Commissioner of Parks, Borough of The Bronx, relative to a communication from the residents of Riverdale on the Hudson with regard to the conditions of the swamp areas in Van Cortlandt Park, and stating that an application for an issue of \$6,000 to remedy said conditions was made in the corporate stock estimate for the year 1911, and as soon as funds are available the Department will proceed to improve the swamp lands.

Which was ordered filed and the Secretary directed to transmit a copy thereof to the Riverdale Health League.

(On July 13, 1911, the above communication was referred to the Commissioner of Parks, Borough of The Bronx.)

The Secretary presented the following communication from the Department of Water Supply, Gas and Electricity requesting, and report of the Comptroller recommending, the modification of Salary Schedule No. 621, supporting the appropriation made in the Budget for the year 1911, for said Department, providing for the substitution of a Clerk, at \$1,050 per annum, for one at \$1,200 per annum, to be effective as of May 1, 1911:

Department of Water Supply, Gas and Electricity, Commissioner's Office, 13-21 Park Row, City of New York, July 10, 1911.

Hon. WILLIAM A. PRENDERGAST, Comptroller:

Dear Sir—A Clerk, whose salary is \$1,050, was transferred in the month of May from the Borough of Manhattan to the Borough of Richmond, Bureau of Water Register. His salary has not been paid for the reason that the schedule line for \$1,050 Clerks had its full quota. The vacancy existing in that schedule is for \$1,200, and I request that you recommend to the Board of Estimate and Apportionment a modification of the salary schedule for the appropriation entitled, "Water Supply, Borough of Richmond, Distribution, Water Registration, Permits and Revenue Collections, Salaries" (Code 621 of 1911), in order that this Clerk may be paid. A copy of the schedule so modified is attached. Yours truly,

HENRY S. THOMPSON, Commissioner.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 17, 1911.

To the Board of Estimate and Apportionment:

Gentlemen—On July 10, 1911, the Commissioner of Water Supply, Gas and Electricity requested modification of the 1911 salary schedule entitled "Water Supply, Borough of Richmond, Distribution, Water Registration, Permits and Revenue Collections, No. 621, Salaries." In connection therewith I report as follows:

It is proposed to add a Clerk at \$1,050 per annum, and drop one at \$1,200, the balance of \$150 to be scheduled as unassigned.

The Commissioner states that a Clerk at the \$1,050 rate was transferred in May from the Bureau of Water Registration, Manhattan, to the Bureau of Water Registration, Richmond, and that modification as of May 1, 1911, is necessary for payment of the incumbent.

The following table shows the line item changes in detail:

Account No.	Schedule Line.	Schedule Transfer.		Cash Transfer.	
		Decrease.	Increase.	Decrease.	Increase.
621. Clerk	\$1,200 00	.....	\$600 00	.....
Clerk	\$1,050 00	.....	\$525 00
Unassigned balance	150 00	.....	75 00
		\$1,200 00	\$1,200 00	\$600 00	\$600 00

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule, as revised, for the Department of Water Supply, Gas and Electricity for the year 1911, to be effective as of May 1, 1911, as follows:

Department of Water Supply, Gas and Electricity.

Distribution, Water Registration, Permits and Revenue Collections, Borough of Richmond—

621. Salaries:	
Cashier	\$1,500 00
Clerk	1,650 00
Clerks, 2 at \$1,500	3,000 00
Clerks, 10 at \$1,050	10,500 00
Stenographer and Typewriter	1,050 00
Bookkeeper	1,350 00
Chief Inspector	1,500 00
Inspectors, 2 at \$1,200	2,400 00
Inspectors, 12 at \$1,100	13,200 00
Unassigned balance	150 00
	\$36,300 00

Which was adopted by the following vote:

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

The Secretary presented the following communication from the Department of Water Supply, Gas and Electricity requesting, and report of the Comptroller, recommending the modification of Salary Schedule No. 584, supporting the appropriation made in the Budget for the year 1911, for said Department, providing for the appointment of two Clerks, one at \$1,050 and one at \$300 per annum, and the elimination of a Clerk at \$1,350 per annum, to be effective as of July 1, 1911:

Department of Water Supply, Gas and Electricity, Commissioner's Office, 13-21 Park Row, City of New York, July 7, 1911.

Hon. WILLIAM A. PRENDERGAST, Comptroller:

Dear Sir—I wish to fill a vacancy at \$1,350, in the Borough of Queens, by the appointment of one Clerk at \$1,050 and one at \$300. To do so a modification of the present schedule is necessary.

I enclose a copy of the schedule so amended, and request that you recommend its approval by the Board of Estimate and Apportionment. Yours truly,
HENRY S. THOMPSON, Commissioner.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 17, 1911.

To the Board of Estimate and Apportionment:

Gentlemen—In reference to a request of the Commissioner of Water Supply, Gas and Electricity on July 7, 1911, Salary Schedule, Water Supply, Borough of Queens, Distribution, Water Registration, Permits and Revenue Collections, No. 584, Salaries, Regular Employees, I report as follows:

It is proposed to appoint a Clerk at \$1,050 and one at \$300 per annum, the funds to be provided by dropping a Clerk at \$1,350 per annum.

The following table shows the line item changes in detail:

Account No.	Schedule Line.	Schedule Transfer.		Cash Transfer.	
		Decrease.	Increase.	Decrease.	Increase.
584. Clerk	\$1,350 00	.....	\$675 00	.....
Clerk	\$1,050 00	.....	\$525 00
Clerk	300 00	.....	150 00
		\$1,350 00	\$1,350 00	\$675 00	\$675 00

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule, as revised, for the Department of Water Supply, Gas and Electricity for the year 1911, to be effective as of July 1, 1911, as follows:

Department of Water Supply, Gas and Electricity.

Water Supply, Borough of Queens, Distribution, Water Registration, Permits and Revenue Collection—

584. Salaries, Regular Employees:	
Cashier	\$1,500 00
Financial Clerk	1,500 00
Clerk	1,650 00
Clerk	1,500 00
Clerk	1,350 00
Clerk	1,050 00
Clerks, 4 at \$900	3,600 00
Clerk	300 00
Stenographer and Typewriter	900 00
Inspectors, 12 at \$1,100	13,200 00
Foreman	900 00
	\$27,450 00

Which was adopted by the following vote:

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

The Secretary presented the following communication from the Department of Water Supply, Gas and Electricity requesting, and report of the Comptroller, relative to the modification of Salary Schedules Nos. 627, 630, 631, 646, 654, 668, 686 and 692 supporting the appropriation made in the Budget for the year 1911, for said Department, providing for an increase of \$150 per annum each in the salaries of nine in-

cumbents, involving a transfer of \$525, said modification to be effective as of July 1, 1911:

Department of Water Supply, Gas and Electricity, Commissioner's Office, 13-21 Park row, City of New York, July 7, 1911.

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

Gentlemen—In order to meet the requirements of this Department, I would respectfully request a further revision and modification of the schedules of Salaries and Wages supporting the appropriations made for this Department for the year 1911, as follows:

Heat, Light and Power, General Administration, Office of Chief Engineer—

627. Salaries, 1911:

—the lines which read:

Clerks, 2 at \$900	\$1,800 00
Inspector	1,650 00
Inspectors, 2 at \$1,500	3,000 00
Inspectors, 3 at \$1,350	4,050 00
Inspectors, 2 at \$1,200	2,400 00
Stenographers and Typewriters, 3 at \$1,200	3,600 00
Stenographer and Typewriter	1,050 00

—to read:

Clerk	\$1,050 00
Clerk	900 00
Inspectors, 2 at \$1,650	3,300 00
Inspector	1,500 00
Inspectors, 4 at \$1,350	5,400 00
Inspector	1,200 00
Stenographer and Typewriter	1,350 00
Stenographer and Typewriter	1,200 00
Stenographers and Typewriters, 2 at \$1,050	2,100 00

Heat, Light and Power, Boroughs of Manhattan and The Bronx, Bureau of Lamps and Lighting, Administration—

630. Salaries, 1911:

—the lines which read:

Inspectors, 4 at \$1,500	\$6,000 00
Inspectors, 14 at \$1,350	18,900 00
Unassigned	210 00

—to read:

Inspectors, 5 at \$1,500	\$7,500 00
Inspectors, 13 at \$1,350	17,550 00

Heat, Light and Power, Boroughs of Manhattan and The Bronx, Bureau of Lamps and Lighting—

631. Lighting Public Buildings, 1911:

—the lines which read:

Inspector	\$1,350 00
Inspectors, 6 at \$1,200	7,200 00

—to read:

Inspectors, 2 at \$1,350	\$2,700 00
Inspectors, 5 at \$1,200	6,000 00

Heat, Light and Power, Boroughs of Manhattan and The Bronx, Bureau of Lamps and Lighting, Lighting Public Buildings—

632. Wages, Regular Employees, 1911:

—the line which reads Cleaner and Watchman is abolished.

Heat, Light and Power, Boroughs of Manhattan and The Bronx, Bureau of Electrical Inspection, Administration—

646. Salaries, 1911:

—the lines which read:

Inspectors, 2 at \$1,350	\$2,700 00
Inspectors, 8 at \$1,252	10,016 00
Unassigned	300 00

—to read:

Inspectors, 3 at \$1,350	\$4,050 00
Inspectors, 7 at \$1,252	8,764 00

Heat, Light and Power, Borough of Brooklyn, Bureau of Lamps and Lighting, Lighting Public Buildings—

654. Salaries, 1911:

—the line which reads:

Inspector	\$1,350 00
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—to read:

Inspector	\$1,500 00
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Heat, Light and Power, Borough of Brooklyn, Bureau of Electrical Inspection, Administration—

668. Salaries, 1911:

—the line which reads:

Unassigned	\$254 00
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—to read:

Unassigned	\$126 00
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Heat, Light and Power, Borough of Queens, Bureau of Electrical Inspection, Administration—

686. Salaries, 1911:

—the lines which read:

Inspectors, 4 at \$1,350	\$5,400 00
Inspectors, 4 at \$1,200	4,800 00
Clerk	750 00

—to read:

Inspectors, 5 at \$1,350	\$6,750 00
Inspectors, 3 at \$1,200	3,600 00
Clerk	900 00

Heat, Light and Power, Borough of Richmond, Bureau of Lamps and Lighting, Administration—

692. Salaries, 1911:

—the lines which read:

Clerk	\$1,050 00
Unassigned	510 00

—to read:

Clerk	\$1,200 00
Unassigned	60 00

If the requested modifications receive the approval of your honorable Board, it will necessitate transfers to and from the above noted appropriation accounts, dating as of July 1, 1911, pro rated for the succeeding six months, as follows:

From	
Code No.	
630	\$30 00
632	180 00
646	101 00
668	64 00
692	150 00
	\$525 00
To	
Code No.	
627	\$225 00
631	75 00
654	75 00
686	150 00
	\$525 00

Very truly yours,

J. W. F. BENNETT, Deputy and Acting Commissioner.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 17, 1911.

To the Board of Estimate and Apportionment:

Gentlemen—On July 7 and July 12, 1911, the Commissioner of Water Supply, Gas and Electricity requested modification of eight salary schedules in his Department for the year 1911, involving cash transfers aggregating \$525. In connection therewith I report as follows:

It is proposed to increase nine incumbents \$150 per annum each. The \$1,350 necessary for the increases is available in the unassigned balances in four of the accounts.

The proposed increases are for the following employees:

William T. Blackwell, from \$1,500 to \$1,650 per annum. Mr. Blackwell is an Inspector in Bureau of Lamps and Lighting, Manhattan. He was appointed on October 26, 1906, at \$1,200; and promoted on July 1, 1908, to the present rate.

Frank R. Nugent, from \$1,200 to \$1,350 per annum. He was appointed as an Inspector, Division of Public Buildings, Manhattan, on October 30, 1908, at the present rate.

William S. Keenan, from \$1,350 to \$1,500 per annum. He was appointed as an Inspector, Division of Street Lighting, Manhattan, on October 26, 1906, at \$1,200, and promoted on July 1, 1908, to the present rate.

John F. Bergen, from \$1,200 to \$1,350 per annum. He was appointed as an Inspector, Division of Construction and Maintenance, Manhattan, on January 17, 1910, at the present rate.

John J. McHugh, from \$900 to \$1,050 per annum. He was appointed as a Clerk in the Auditing Division, Manhattan, on July 25, 1910, at the present rate.

Joseph T. Brennan, from \$750 to \$900 per annum. He was appointed as a Clerk in the Bureau of Electrical Inspection, Queens, on December 31, 1909, at \$600, and promoted in 1910 to the present rate.

Miss Grace Brickwedel, from \$1,200 to \$1,350 per annum. Miss Brickwedel was appointed as a Stenographer in the Bureau of Electrical Inspection, Manhattan, at the present rate.

Thomas W. Rochester, Inspector, Bureau of Lamps and Lighting, Bookkeeper, from \$1,350 to \$1,500. He was appointed on November 1, 1906, at \$1,200, and promoted on August 1, 1908, to the present rate.

Herbert W. Andem, Inspector, Electrical Bureau, Manhattan, from \$1,200 to \$1,500 per annum. He was appointed on December 10, 1909, at the present rate.

The following table shows the schedule changes in detail:

Account No.	Title.	Schedule Transfer.		Cash Transfer.	
		Decrease.	Increase.	Decrease.	Increase.
627.	Clerks, 2 at \$900.....	\$900 00		\$450 00	
	Clerk at \$1,050.....		\$1,050 00		\$525 00
	Inspector, 1 at \$1,650.....		1,650 00		825 00
	Inspectors, 2 at \$1,500.....	1,500 00		750 00	
	Inspectors, 3 at \$1,350.....		1,350 00		675 00
	Inspectors, 2 at \$1,200.....	1,200 00		600 00	
	Stenographer and Typewriter at \$1,350.....		1,350 00		675 00
	Stenographers and Typewriters, 3 at \$1,200.....	2,400 00		1,200 00	
	Stenographer and Typewriter, 1 at \$1,050.....		1,050 00		525 00
630.	Inspectors, 4 at \$1,500.....		1,500 00		750 00
	Inspectors, 14 at \$1,350.....	1,350 00		675 00	
	Unassigned balance, \$210.....	210 00		105 00	
631.	Inspectors, 1 at \$1,350.....		1,350 00		675 00
	Inspectors, 6 at \$1,200.....	1,200 00		600 00	
646.	Unassigned balance, \$300.....	300 00		150 00	
654.	Inspector, 1 at \$1,350.....	1,350 00		675 00	
	Inspector at \$1,500.....		1,500 00		750 00
668.	Unassigned balance, \$254.....	240 00		120 00	
686.	Inspectors, 4 at \$1,350.....		1,350 00		675 00
	Inspectors, 3 at \$1,200.....	1,200 00		600 00	
	Clerk, 1 at \$750.....	750 00		375 00	
	Clerk at \$900.....		900 00		450 00
692.	Unassigned balance, \$510.....	450 00		225 00	
		\$13,050	\$13,050 00	\$6,525 00	\$6,525 00

The attached resolutions, if adopted, will grant the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules as revised for the Department of Water Supply, Gas and Electricity, for the year 1911, to become effective as of July 1, 1911, as follows:

Department of Water Supply, Gas and Electricity.

Heat, Light and Power, General Administration, Office of Chief Engineer—

627. Salaries:	
Chief Engineer of Light and Power.....	\$7,500 00
Assistant Chief Engineer of Light and Power.....	5,000 00
Electrical Engineer.....	4,000 00
Clerk.....	3,000 00
Clerk.....	2,400 00
Clerk.....	1,950 00
Clerk.....	1,500 00
Clerk.....	1,200 00
Clerk.....	1,050 00
Clerk.....	900 00
Clerks, 2 at \$600.....	1,200 00
Clerk.....	540 00
Clerk.....	300 00
Inspector.....	2,250 00
Inspector.....	1,800 00
Inspectors, 2 at \$1,650.....	3,300 00
Inspector.....	1,500 00
Inspectors, 4 at \$1,350.....	5,400 00
Inspector.....	1,200 00
Topographical Draftsman.....	1,350 00
Stenographer and Typewriter.....	1,350 00
Stenographer and Typewriter.....	1,200 00
Stenographers and Typewriters, 2 at \$1,050.....	2,100 00
Stenographer and Typewriter.....	900 00
	\$52,890 00

Heat, Light and Power, Boroughs of Manhattan and The Bronx, Bureau of Lamps and Lighting, Administration—

630. Salaries:	
Clerk.....	\$1,950 00
Clerk.....	1,050 00
Clerk.....	900 00
Clerks, 3 at \$600.....	1,800 00
Stenographer and Typewriter.....	1,200 00
Stenographer and Typewriter.....	1,050 00
Architectural Draftsman.....	1,050 00
Draftsman's Helper.....	1,050 00
Junior Draftsman.....	1,050 00
Junior Mechanical Draftsman.....	900 00
Inspector.....	2,250 00
Inspector.....	1,800 00
Inspector.....	1,650 00
Inspectors, 5 at \$1,500.....	7,500 00
Inspectors, 13 at \$1,350.....	17,550 00
Inspectors, 6 at \$1,200.....	7,200 00
Automobile Engineman.....	1,500 00
	\$52,350 00

Lighting Public Buildings—

631. Salaries:	
Inspector.....	\$2,250 00
Inspectors, 2 at \$1,500.....	3,000 00
Inspectors, 2 at \$1,350.....	2,700 00
Inspectors, 5 at \$1,200.....	6,000 00
Clerk.....	1,200 00
Clerk.....	900 00
Clerk.....	600 00
Stenographer and Typewriter.....	1,200 00
Stenographer and Typewriter.....	900 00
	\$18,750 00

Heat, Light and Power, Boroughs of Manhattan and The Bronx, Bureau of Electrical Inspection, Administration—

646. Salaries:	
Inspector.....	\$2,250 00
Inspector.....	1,800 00
Inspectors, 9 at \$1,500.....	13,500 00
Inspectors, 2 at \$1,350.....	2,700 00
Inspectors, 8 at \$1,252.....	10,016 00
Inspectors, 5 at \$1,200.....	6,000 00
Clerk.....	1,800 00
Clerk.....	1,350 00
Clerk.....	1,050 00
Clerk.....	900 00
Clerks, 3 at \$750.....	2,250 00
Clerks, 2 at \$600.....	1,200 00
Stenographers and Typewriters, 2 at \$1,050.....	2,100 00
Stenographer and Typewriter.....	900 00
	\$47,816 00

Heat, Light and Power, Borough of Brooklyn, Bureau of Lamps and Lighting, Public Buildings—

654. Salaries:	
Inspector.....	\$2,250 00
Inspector.....	1,500 00
Inspectors, 3 at \$1,200.....	3,600 00
Stenographer and Typewriter.....	1,050 00
	\$8,400 00

Heat, Light and Power, Borough of Brooklyn, Bureau of Electrical Inspection, Administration—

658. Salaries:	
Inspector.....	\$1,650 00
Inspectors, 2 at \$1,500.....	3,000 00
Inspectors, 3 at \$1,350.....	4,050 00
Inspectors, 4 at \$1,252.....	5,008 00
Inspectors, 4 at \$1,200.....	4,800 00
Clerk.....	1,350 00
Clerk.....	900 00
Clerks, 2 at \$600.....	1,200 00
Clerk.....	300 00
Stenographer and Typewriter.....	1,200 00
Unassigned.....	14 00
	\$23,472 00

Heat, Light and Power, Borough of Queens, Bureau of Electrical Inspection, Administration—

686. Salaries:	
Chief Inspector.....	\$2,250 00
Inspectors, 2 at \$1,500.....	3,000 00
Inspectors, 5 at \$1,350.....	6,750 00
Inspector.....	1,252 00
Inspectors, 3 at \$1,200.....	3,600 00
Clerk.....	1,200 00
Clerk.....	900 00
Clerk.....	600 00
Stenographer and Typewriter.....	900 00
	\$20,452 00

Heat, Light and Power, Borough of Richmond, Administration—

692. Salaries:	
Chief Inspector.....	\$2,250 00
Inspectors, 6 at \$1,200.....	7,200 00
Inspector.....	1,500 00
Clerk.....	1,050 00
Clerk, Knowledge of Typewriting.....	540 00
Stenographer and Typewriter.....	1,050 00
Unassigned.....	60 00
	\$13,650 00

Which was adopted by the following vote:

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

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves of the transfers of funds appropriated to the Department of Water Supply, Gas and Electricity for the year 1911, to become effective as of July 1, 1911, as follows:

From

Heat, Light and Power, Boroughs of Manhattan and The Bronx—	
Bureau of Lamps and Lighting:	
630. Administration, Salaries.....	\$30 00
Bureau of Electrical Inspection:	
646. Administration, Salaries.....	150 00
Heat, Light and Power, Borough of Brooklyn—	
Bureau of Electrical Inspection:	
668. Administration, Salaries.....	120 00
Heat, Light and Power, Borough of Richmond—	
Bureau of Lamps and Lighting:	
692. Administration, Salaries.....	225 00
	\$525 00

To

Heat, Light and Power—	
General Administration:	
627. Office of Chief Engineer, Salaries.....	\$225 00
Heat, Light and Power, Boroughs of Manhattan and The Bronx—	
Bureau of Lamps and Lighting:	
631. Lighting Public Buildings, Salaries.....	75 00
Heat, Light and Power, Borough of Brooklyn—	
Bureau of Lamps and Lighting:	
654. Lighting Public Buildings, Salaries.....	75 00
Heat, Light and Power, Borough of Queens—	
Bureau of Electrical Inspection:	
686. Administration, Salaries.....	150 00
	\$525 00

Which was adopted by the following vote:

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

The Secretary presented the following communications from the Department of Health requesting, and report of the Comptroller relative to, the modification of Salary Schedules Nos. 333 and 345, supporting the appropriation made in the Budget for the year 1911, for said Department, providing for the transfer of a Medical Inspector at \$2,550 per annum to fill a vacancy in the same position at \$3,000 per annum, for an increase in the salary of a Medical Inspector from \$1,200 to \$1,500 per annum, and for the substitution of a Medical Inspector at \$1,500 per annum for a Bacteriologist at the same rate, said modification to be effective as of July 1, 1911:

Department of Health, City of New York, Southwest Corner 55th street and 6th avenue, Borough of Manhattan, Office of the Secretary, New York, July 7, 1911.

Hon. JOSEPH HAAG, Secretary, Board of Estimate and Apportionment, 277 Broadway:

Sir—At a meeting of the Board of Health of the Department of Health, held July 6, 1911, the following resolution was adopted:

Resolved, That the Board of Estimate and Apportionment be and it is hereby respectfully requested to approve of the following further changes and modifications in the schedules supporting the appropriations made to the Department of Health for salaries for the year 1911:

Supporting Schedule to No. 345, Administration, Division of Communicable Diseases, Salaries:

Change item "Bacteriologists, 2 at \$1,500, \$3,000," to read "Bacteriologist, \$1,500."

Change item "Medical Inspectors, 29 at \$1,500, \$43,500," to read "Medical Inspectors, 30 at \$1,500, \$45,000."

A true copy,

EUGENE W. SCHEFFER, Secretary.

Department of Health, City of New York, Southwest Corner 55th street and 6th avenue, Borough of Manhattan, Office of the Secretary, New York, July 7, 1911.

Hon. JOSEPH HAAG, Secretary, Board of Estimate and Apportionment, 277 Broadway:

Sir—At a meeting of the Board of Health of the Department of Health, held July 6, 1911, the following resolution was adopted:

Resolved, That the Board of Estimate and Apportionment be and it is hereby respectfully requested to approve of the following further changes and modifications in the schedules supporting the appropriations made to the Department of Health for salaries for the year 1911:

Supporting Schedule to No. 333, Administration, Division of Contagious Diseases, Salaries:

Strike out item "Medical Inspector, \$3,000."

Change item "Medical Inspectors, \$2,550," to read "Medical Inspectors, 2 at \$2,550, \$5,100."

Change item "Medical Inspectors, 11 at \$1,500, \$16,500," to read "Medical Inspectors, 12 at \$1,500, \$18,000."

Change item "Medical Inspectors, 46 at \$1,200, \$55,200," to read "Medical Inspectors, 45 at \$1,200, \$54,000."

Insert item "Unassigned balance, \$150."

A true copy,

EUGENE W. SCHEFFER, Secretary.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 17, 1911.

To the Board of Estimate and Apportionment:

Gentlemen—In reference to requests from the Board of Health on July 6, 1911, for modification of two schedules of salaries in the Department of Health for the year 1911, I report as follows:

In No. 333, Division of Contagious Diseases, it is proposed to fill a vacancy caused by the death of the Medical Inspector in charge, at \$3,000 per annum, by the transfer from Brooklyn of Dr. S. Dana Hubbard, Medical Inspector, at \$2,550. An increase in salary of \$300 is requested for Dr. J. Franklin Dunketh, Medical Inspector, at \$1,200. Dr. Dunketh was appointed on March 16, 1897. He was in charge of the Division of Contagious Diseases during the illness of the Medical Inspector in charge.

In No. 345, Division of Communicable Diseases, a Medical Inspector, at \$1,500 per annum, is to be substituted for a Bacteriologist at the same rate.

The following table shows the line item changes in detail:

Account No.	Schedule Line.	Schedule Transfer.		Cash Transfer.	
		Decrease.	Increase.	Decrease.	Increase.
333.	Medical Inspector, at \$3,000..	\$3,000 00		\$1,500 00	
	Medical Inspector, at \$2,550..		\$2,550 00		\$1,275 00
	Medical Inspectors, 11 at \$1,500		1,500 00		750 00
	Medical Inspectors, 46 at \$1,200	1,200 00		600 00	
	Unassigned balance		150 00		75 00
345.	Bacteriologists, 2 at \$1,500....	1,500 00		750 00	
	Medical Inspectors, 29 at \$1,500		1,500 00		750 00
		\$5,700 00	\$5,700 00	\$2,850 00	\$2,850 00

The attached resolution, if adopted, will grant the requests.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Department of Health for the year 1911, to take effect July 1, as follows:

Administration, Division of Contagious Diseases—

333. Salaries:	
Medical Inspectors, 2 at \$2,550.....	\$5,100 00
Medical Inspectors, 7 at \$1,800.....	12,600 00
Medical Inspectors, 12 at \$1,500.....	18,000 00
Medical Inspectors, 45 at \$1,200.....	54,000 00
Sanitary Inspector	1,500 00
Veterinarian	1,800 00
Veterinarians, 7 at \$1,200.....	8,400 00
Clerk	2,550 00
Clerk	1,800 00
Clerk	1,500 00
Clerk	1,200 00
Clerks, 7 at \$900.....	6,300 00
Clerk	750 00
Clerks, 4 at \$480.....	1,920 00
Clerks, 3 at \$300.....	900 00
Stenographer and Typewriter.....	900 00
Stenographers and Typewriters, 2 at \$600.....	1,200 00
Typewriting Copyists, 6 at \$600.....	3,600 00
Telephone Switchboard Operators, 2 at \$900.....	1,800 00
Disinfectors, 7 at \$1,050.....	7,350 00
Disinfectors, 30 at \$900.....	27,000 00
Disinfectors, 8 at \$750.....	6,000 00
Unassigned balance	150 00
	\$166,320 00

Administration, Division of Communicable Diseases—

345. Salaries:	
Medical Inspector	\$3,000 00
Medical Inspector	1,800 00
Medical Inspectors, 30 at \$1,500.....	45,000 00
Medical Inspector	1,200 00
Bacteriologist	1,500 00
Bacteriological Diagnosticians, 2 at \$1,350.....	2,700 00
Bacteriological Diagnostician	1,050 00
Hospital Physicians, 2 at \$1,200.....	2,400 00
Attending Physicians, 45 at \$600.....	27,000 00
Assistant Attending Physicians, 10 at \$300.....	3,000 00
Clerk	1,500 00
Clerks, 4 at \$1,200.....	4,800 00

Clerk	1,050 00
Clerks, 8 at \$900.....	7,200 00
Clerks, 6 at \$750.....	4,500 00
Clerks, 2 at \$540.....	1,080 00
Clerks, 13 at \$480.....	6,240 00
Clerks, 8 at \$300.....	2,400 00
Hospital Clerk	1,500 00
Hospital Clerks, 2 at \$1,200.....	2,400 00
Hospital Clerk	900 00
Hospital Clerks, 3 at \$750.....	2,250 00
Hospital Clerks, 4 at \$600.....	2,400 00
Stenographers and Typewriters, 2 at \$750.....	1,500 00
Stenographers and Typewriters, 2 at \$600.....	1,200 00
Typewriting Copyist	900 00
Typewriting Copyist	750 00
Assistant Director, Bacteriological Laboratory.....	1,800 00

\$133,020 00

Which was adopted by the following vote:

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

The Secretary presented the following communication from the Department of Taxes and Assessments requesting, and report of the Comptroller recommending, the modification of Salary Schedule No. 1342 supporting the appropriation made in the Budget for the year 1911, for said Department, providing for the elimination of two Clerks, at \$750 per annum each, and one at \$600 per annum, and for the addition of a Clerk, at \$540, and a Searcher, at \$1,500 per annum:

Department of Taxes and Assessments of The City of New York, Borough of Manhattan, Hall of Records, July 10, 1911.

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

Gentlemen—Application is hereby made to readjust the schedule supporting Appropriation Account 1342, Salaries and Wages, made in the Budget for 1911 for this Department to read as follows:

Schedule as passed by Board of Estimate and Apportionment on July 6, 1911:

28 Clerks, at \$750.....	\$21,000 00
4 Clerks, at \$600.....	2,400 00
3 Clerks, at \$540.....	1,620 00
2 Searchers, at \$1,500.....	3,000 00
Unassigned balance	100 00
Proposed change in schedule:	

	Increase.	Decrease.
26 Clerks, at \$750.....	\$19,500 00	\$1,500 00
3 Clerks, at \$600.....	1,800 00	600 00
4 Clerks, at \$540.....	2,160 00	\$540 00
3 Clerks, at \$1,500.....	4,500 00	1,500 00
Unassigned balance.....	160 00	
	\$2,040 00	\$2,100 00

The necessity for this request arises from the fact that one Clerk, to whom it was proposed to pay a salary of \$600, is found not to be eligible for such salary, and also to provide for one additional Searcher, at \$1,500 per annum.

Respectfully,

LAWSON PURDY, President.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 17, 1911.

To the Board of Estimate and Apportionment:

Gentlemen—On July 10, 1911, the President of the Department of Taxes and Assessments requested modification of the schedule of salaries supporting the Budget appropriation for the Department for the year 1911. In connection therewith I report as follows:

It is proposed to drop two Clerks at \$750 per annum each and one at \$600, and add a Clerk at \$540 and a Searcher at \$1,500 per annum, the balance of \$60 to be scheduled as unassigned. The President states that a Clerk is not eligible for the \$600 grade, and that the including of the Searcher in the schedule is necessary to meet payroll conditions.

The following table shows the line item changes in detail:

Account No.	Schedule Transfer.		Cash Transfer.	
	Increase.	Decrease.	Increase.	Decrease.
1342. Clerks, 28 at \$750.....		\$1,500 00		\$750 00
Clerks, 4 at \$600.....		600 00		300 00
Clerks, 3 at \$540.....	\$540 00		\$270 00	
Searchers, 2 at \$1,500.....	1,500 00		750 00	
Unassigned balance	60 00		30 00	
	\$2,100 00	\$2,100 00	\$1,050 00	\$1,050 00

I recommend the approval of the request by the adoption of the attached resolution. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule, as revised for the Department of Taxes and Assessments for the year 1911, as follows:

Department of Taxes and Assessments.

1342. Salaries:	
President	\$8,000 00
Commissioners, 6 at \$7,000.....	42,000 00
Secretary	4,500 00
Assistant Secretary	3,200 00
Assistant to Commissioner	5,000 00
Assistants to Commissioner, 6 at \$2,500.....	15,000 00
Deputy Tax Commissioner	4,500 00
Deputy Tax Commissioners, 8 at \$4,000.....	32,000 00
Deputy Tax Commissioners, 5 at \$3,500.....	17,500 00
Deputy Tax Commissioners, 16 at \$3,250.....	52,000 00
Deputy Tax Commissioners, 6 at \$3,000.....	18,000 00
Deputy Tax Commissioner	2,850 00
Deputy Tax Commissioners, 17 at \$2,700.....	45,900 00
Deputy Tax Commissioners, 13 at \$2,550.....	33,150 00
Deputy Tax Commissioners, 31 at \$2,400.....	74,400 00
Deputy Tax Commissioner.....	1,650 00
Surveyor	7,000 00
Chief Deputy, Real Estate	7,000 00
Chief Deputy, Personal Estate.....	4,000 00
Chief Clerk	3,000 00
Chief Clerks, 3 at \$2,550.....	7,650 00
Clerks, 6 at \$1,800.....	10,800 00
Clerks, 8 at \$1,650.....	13,200 00
Clerks, 17 at \$1,500.....	25,500 00
Clerks, 14 at \$1,350.....	18,900 00
Clerks, 25 at \$1,200.....	30,000 00
Clerks, 23 at \$1,050.....	24,150 00
Clerks, 15 at \$900.....	13,500 00
Clerks, 26 at \$750.....	19,500 00
Clerks, 3 at \$600.....	1,800 00
Clerks, 4 at \$540.....	2,160 00
Searchers, 3 at \$1,500.....	4,500 00
Searchers, 2 at \$1,350.....	2,700 00

Searchers, 3 at \$1,200.....	3,600 00
Confidential Stenographers, 2 at \$1,650.....	3,300 00
Confidential Stenographer.....	1,500 00
Confidential Stenographers, 2 at \$1,350.....	2,700 00
Confidential Stenographers, 2 at \$1,200.....	2,400 00
Messenger.....	1,800 00
Messengers, 4 at \$1,350.....	5,400 00
Book Typewriters, 5 at \$1,050.....	5,250 00
Unassigned balance.....	160 00

\$581,120 00

Which was adopted by the following vote:

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

The Secretary presented the following communications from the Department of Parks, Borough of The Bronx requesting, and report of the Comptroller recommending, approval of the revised schedules of wages for the Corporate Stock Accounts Nos. 304-C and 304-D, Department of Parks, The Bronx, for the year 1911, to provide for temporary employees:

The City of New York, Department of Parks, Office of Commissioner for the Borough of The Bronx, Zbrowski Mansion, Claremont Park, July 10, 1911.
Hon. WILLIAM A. PRENDERGAST, Comptroller, 280 Broadway, New York City:

Sir—Kindly submit to the Board of Estimate and Apportionment for their approval the following schedule of salaries and wages on corporate stock funds:

Department of Parks, Borough of The Bronx.

Code 304-C, Construction of Manure Pits Adjacent to Park Station—	
Foreman, 2 months, at.....	\$1,200 00
Laborers, 900 days, at.....	2 50
Carpenters, 4, 120 days, 30 days each, at.....	5 00
Bricklayer, 60 days, at.....	5 60
Blaster, 7 days, at.....	4 00
Plumbers, 2, 30 days, 15 days each, at.....	5 50
Double teams, 2, 60 days, 30 days each, at.....	4 50

Very truly yours,

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

The City of New York, Department of Parks, Office of Commissioner for the Borough of The Bronx, Zbrowski Mansion, Claremont Park, July 10, 1911.

Hon. WILLIAM A. PRENDERGAST, Comptroller, 280 Broadway, New York City:

Sir—Kindly submit to the Board of Estimate and Apportionment for their approval, the following schedule of salaries and wages on corporate stock funds:

Department of Parks, Borough of The Bronx.

Code 304-D, Construction of Drinking Fountains in Various Parks—	
Foreman, ½ month, at.....	\$1,200 00
Laborers, 90 days, at.....	2 50
Plumbers, 2, 14 days, 7 days each, at.....	5 50
Bricklayer, 14 days, at.....	5 60
Double team, 7 days, at.....	4 50

Very truly yours,

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

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 14, 1911.

To the Board of Estimate and Apportionment:

Gentlemen—In reference to two communications from the Commissioner of Parks, Borough of The Bronx, under date of July 10, 1911, requesting approval of schedules of wages for the Corporate Stock Accounts, No. 304-C, Construction of Manure Pits Adjacent to Park Stations, and No. 304-D, Construction of Drinking Fountains in Various Parks, I report as follows:

The Commissioner states that it is planned to complete the improvements during the summer, and that the force requested is based upon an estimate of the Chief Engineer. The schedules are for temporary employees now on the payroll.

I recommend the adoption of the attached resolution granting the request.

Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules paid from other than budgetary funds for the Department of Parks, Borough of The Bronx, for the year 1911, as follows:

Parks, Borough of The Bronx.

C-DP-304C—Construction of Manure Pits Adjacent to Park Stations:	
Foreman (2 months), at, per annum.....	\$1,200 00
Laborers (900 days), at, per day.....	2 50
Carpenters (120 days), at, per day.....	5 00
Bricklayers (60 days), at, per day.....	5 60
Blaster (7 days), at, per day.....	4 00
Plumbers (30 days), at, per day.....	5 50
Double teams (60 days), at, per day.....	4 50
C-DP-304D, Construction of Drinking Fountains in Various Parks:	
Foreman (1½ months), at, per annum.....	\$1,200 00
Laborers (90 days), at, per day.....	2 50
Plumbers (14 days), at, per day.....	5 50
Bricklayers (14 days), at, per day.....	5 60
Double team (7 days), at, per day.....	4 50

Which was adopted by the following vote:

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

The Secretary presented a communication from the Commissioner of Parks, Borough of The Bronx, requesting the additional issue of \$4,345.90 corporate stock for reconstructing and resurfacing the roadway of the Bronx and Pelham parkway, from Williamsbridge road to the White Plains road, Borough of The Bronx.

Which was referred to the Corporate Stock Budget Committee consisting of the Comptroller, the President of the Board of Aldermen and the President of the Borough of Manhattan.

The following matters, not upon the Calendar for this day, were considered by unanimous consent:

The Comptroller presented a communication from the President of the Borough of Queens requesting the establishment of the position of Consulting Engineer in the office of said Borough President, at the rate of \$6,000 per annum.

Which was referred to the Committee on Salaries and Grades, consisting of the Comptroller and the President of the Board of Aldermen.

The Comptroller presented the following communication from the Commissioner of Water Supply, Gas and Electricity requesting, and report of the Corporate Stock Budget Committee recommending an issue of \$107,713.04 corporate stock to provide means for replenishing the account C-CM-2, Additional Water Fund, for the payment of obligations incurred by the Aqueduct Commission or by said Commissioner, as successor to said Commission, for the completed cost of the Croton Falls Reservoir, including engineering and contingent expenses:

Department of Water Supply, Gas and Electricity, Commissioner's Office, 13-21 Park Row, City of New York, June 29, 1911.

Hon. WILLIAM A. PRENDERGAST, Comptroller:

Dear Sir—In my letter to you of November 9, 1910, referring to the cost of the contract made with James Molloy, later assigned to the Croton Falls Construction

Company, for the construction of the Croton Falls Reservoir, it was estimated that the total amount would be \$4,211,443.95. The contract is now completed and it has been determined that the total expense is \$4,319,156.99.

It will be necessary to provide for the difference, \$117,713.04, by the issue of corporate stock, and I request that in conformity with the provisions of section 32, chapter 490, of the Laws of 1883, you make such provision. Yours truly,

HENRY S. THOMPSON, Commissioner.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 12, 1911.

To the Board of Estimate and Apportionment:

Gentlemen—On June 29, 1911, the Commissioner of Water Supply, Gas and Electricity requested a further authorization of corporate stock to provide for the difference between the estimated and actual cost for the completion of the Croton Falls Reservoir.

The account entitled "C-CM-2, Additional Water Fund," was originally established to meet the expense of constructing aqueducts and reservoirs, under the jurisdiction of the Aqueduct Commission, as provided by section 32, chapter 490 of the Laws of 1883. Chapter 220 of the Laws of 1910, provided that the term of office of the Aqueduct Commission should expire on June 1, 1910; that all powers formerly vested in that Commission should devolve upon the Commissioner of Water Supply, Gas and Electricity, and that all other provisions of section 32, chapter 490 of the Laws of 1883 and its subsequent amendments, should remain in full force and effect.

The Commissioner states that the contract is now completed at a total cost of \$4,319,156.99. On November 9, 1910, in a communication to the Board of Estimate and Apportionment, the Commissioners estimated the cost of completion at \$4,211,443.95. The sum of \$107,713.04 is required to liquidate the account.

We recommend, therefore, a further authorization of corporate stock to the amount of \$107,713.04 by the adoption of the attached resolution.

Respectfully,

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

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 32, chapter 490 of the Laws of 1883, and sections 169, 170 and 518 of the Greater New York Charter, as amended by chapter 220 of the Laws of 1910, the Board of Estimate and Apportionment hereby authorizes the Comptroller to issue corporate stock of The City of New York, in the manner provided by section 169 of the Greater New York Charter, to an amount not exceeding one hundred and seven thousand seven hundred and thirteen dollars and four cents (\$107,713.04), to provide means for replenishing the account entitled "C-CM-2, Additional Water Fund," for the payment of obligations, properly chargeable to said account, already incurred by the Aqueduct Commission or by the Commissioner of Water Supply, Gas and Electricity as successor to said Commission, and for the completed cost of the Croton Falls Reservoir, including the engineering and contingent expenses incidental thereto, under the jurisdiction of the Commissioner of Water Supply, Gas and Electricity.

Which was adopted by the following vote:

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

The Comptroller presented the following communication from the Commissioner of Water Supply, Gas and Electricity requesting, and report of the Comptroller and the Chief Engineer of the Board recommending, that the Board approve of the proposed contract submitted by the Commissioner of Water Supply, Gas and Electricity with the Urban Water Supply Company, for furnishing and delivering into the existing mains of the City in the vicinity of the City's station No. 1, in the Borough of Queens, not less than 1,000,000 nor more than 3,000,000 gallons of water per diem, for a period of one year, at the rate of \$55 per million gallons:

(On July 17, 1911, the communication from the Commissioner of Water Supply, Gas and Electricity, submitting the above contract, was referred to said Committee.)

Department of Water Supply, Gas and Electricity, Commissioner's Office, 13-21 Park Row, City of New York, July 12, 1911.

Board of Estimate and Apportionment, Mr. JOSEPH HAAG, Secretary, 277 Broadway, Manhattan:

Dear Sir—I am transmitting herewith a proposed form of contract with the Urban Water Supply Company for the furnishing of a minimum supply of one million gallons of water daily and a maximum supply not to exceed three million gallons, for use in the Borough of Queens.

This contract has been drawn along the lines suggested by the committee which recently reported on the acquisition by the City of the private water companies.

The price to be paid for the water under this agreement is \$55 per million gallons. The City is now paying at the rate of \$65 for the same quantity. The contract is for a period of one year, with the privilege of renewal.

The Chief Engineer has certified that the rapid development of the Borough of Queens makes it imperative that the Department secure an additional supply of water.

I would, therefore, recommend that this contract be given early consideration and approval by the Board of Estimate and Apportionment. Yours truly,

HENRY S. THOMPSON, Commissioner.

Agreement, Made this day of , 1911, by and between The City of New York, hereinafter called "The City," a municipal corporation acting by and through the Commissioner of Water Supply, Gas and Electricity, hereinafter called "The Commissioner," duly authorized so to do by the Board of Estimate and Apportionment of the said City, and with the consent and approval in writing of both the Mayor and the Comptroller of said City, party of the first part, and the Urban Water Supply Company, a domestic corporation hereinafter called "The Company," party of the second part, witnesseth:

That the parties hereto mutually covenant and agree as follows:

First—The Company hereby agrees to deliver into the existing mains of the City in the vicinity of the City's Station No. 1, in the Borough of Queens, at such point as the Commissioner may select, not less than one million (1,000,000) gallons of pure and wholesome water per diem, and as much more as may be agreed between the parties hereto, provided, however, that the total amount thus delivered shall not exceed three million (3,000,000) gallons per diem, and to begin the delivery of same within twenty (20) calendar days from ten (10) calendar days after the day the Mayor gives his separate written consent and approval of said contract.

Second—The Company hereby agrees that all pipes, etc., laid and used in order to make all necessary connection or connections for the supply of said water by the Company, are to be furnished by and laid at the expense of the said Company; and all work necessary to be performed in the laying of said pipes, etc., is to be paid for by the said Company.

Third—All such water to be taken from wells penetrating the water-bearing strata beneath the clay beds found on the north shore of Long Island, below the normal water table.

Fourth—These wells are located upon that portion of the premises shown on the diagram hereto attached, inserted in red, which diagram is made a part hereof.

Fifth—The City agrees to accept from the Company the water so to be supplied under this contract, and to pay therefor at the rate of fifty-five dollars (\$55) per million gallons, and to pay for same as hereinafter set forth. The City will at all times, upon request of the Company, furnish or cause to be furnished to the said Company, a permit or permits for opening streets for the purpose of making repairs, laying mains, or shutting off the water in case of necessity, to enable the Company to comply with its obligations under this contract. All such permits shall be issued by the officer of the City having jurisdiction, and shall include such requirements as shall be fixed by said officer. The permits shall be furnished without expense to the Company for the issuing of such permits, but the Company shall pay all expenses incidental to the restoration of pavements, etc., including the cost of the inspection.

Sixth—It is mutually agreed that this contract shall continue for a period of one year, from ten (10) calendar days after the date of the Mayor giving his separate written consent and approval of this contract, that the Commissioner shall have, at the termination of the year, the option to renew it for either one or two

years more as he may elect, upon thirty (30) days' notice in writing before the termination of the first year, so that the maximum termination of the contract shall not exceed three years from ten (10) calendar days after the date the Mayor gives his separate written consent and approval to this contract.

Seventh—The Company agrees that all water so delivered shall be practically odorless, tasteless, clear and colorless; shall be reasonably free from organic matter, and show no indication of sewage pollution. The amount of chlorine shall average for a period of two weeks not more than fifty parts per million (1,000,000) and shall at no time exceed seventy-five (75) parts per million; and the amount of iron shall average for a period of two weeks not more than five-tenths (5/10) part per million (1,000,000), and shall at no time exceed seven-tenths (7/10) part per million as a maximum. Samples shall be taken by the Commissioner at or near the point of delivery into the City's mains at such points and at such time as he may direct, and the taking and testing of the samples shall be entirely under his control and direction.

Eighth—Should the quality of water fall below the requirements of this contract and the standards as shown by analyses, and said water falling below the standards is pumped into the City's mains, it is expressly agreed that the City shall not pay any sum whatever for said water, even though it has been pumped into the City's mains and the City has received the use of same and has or will be paid for same from the householders or other persons or corporations using said water.

Ninth—In case the Company fails to pump into the City's mains the minimum amount of one million (1,000,000) gallons per diem for any day during the period of this contract, the Company agrees to pay the City ten dollars (\$10) per million gallons, or fraction thereof, per diem, for the shortage from contract requirements, in any one day, which said sum of \$10 per million gallons, or fraction thereof, per day, is hereby agreed upon, fixed and determined by the parties hereto as the damage which the party of the first part will suffer by reason of said default and not by way of penalty; and the said party of the first part, as may be determined in writing by the Commissioner of Water Supply, Gas and Electricity, may deduct and retain the said sum out of any moneys that may be due or become due under this agreement.

Tenth—The Company hereby agrees that they will not assign by power of attorney or otherwise any of the moneys payable under this agreement, unless by and with the consent signified in like manner, that no right under this agreement nor to any moneys due or to become due thereunder shall be asserted against The City of New York, or any Department, Bureau, officer or officers thereof, by reason of any so-called assignment in law or equity of this agreement, or any part thereof, or of any moneys due or to grow due thereunder, unless such assignment shall be authorized by written consent of the Commissioner of the Department of Water Supply, Gas and Electricity of The City of New York endorsed on this agreement.

Eleventh—In order to reasonably safeguard against interruption of the supply, the Company shall provide a reserve pumping unit which shall at all times be connected up and of sufficient capacity to substitute for any unit that may be temporarily disabled from any cause; and the Commissioner (except in case of accident not due, in his opinion, to any fault or neglect of the Company, its agents or servants or employees), shall have the right to abrogate this contract if the supply falls below the amount agreed to be furnished under this contract.

Twelfth—The Company agrees that all water supplied under this contract shall be delivered into the City's mains against the pressure that may be in the mains, but this pressure shall not be more than seventy (70) pounds per square inch at the point of delivery. Upon the termination of this contract, either party shall have the right to disconnect the Company's delivery pipe from the City's mains, but such disconnection shall be made in such a manner as not to cause unnecessary injury or inconvenience to either party hereto or to its property.

Thirteenth—On or before the fifth day of each and every month, or as soon thereafter as possible during the continuance of this agreement, the Company shall send to the Commissioner a written statement of the amount of water furnished during the preceding month, whereupon the Commissioner shall certify the amount of money to which the Company shall be entitled hereunder and shall annex to his certificate a requisition upon the Comptroller of the City to pay the Company the amount to which it shall be entitled as shown by said statement. On the requisition above provided for being presented to said Comptroller, he shall, within thirty days thereafter, pay to the Company the amount thereof.

Fourteenth—The quantity of water supplied by the Company shall be measured and ascertained by meter measurements. For this purpose the Company shall set on their delivery main near the point or points of connection to the City's mains, service and test meters of a size and type to be approved by the Commissioner. The connections to the meters must be so arranged that the flow will ordinarily pass through one or more service meters, but may be made to pass through one or more test meters after passing through the service meters. Provision must also be made for removing any meter for repairs without interrupting the supply. These connections, as well as the connections to the City's mains, shall be subject to the approval of the Commissioner. All meters used shall be tested by the Company at their expense to the satisfaction of the Commissioner, who shall have a representative present at such test to supervise the same and ascertain results. At the expiration of every three months from the commencement of the contract, and oftener if so determined by the Commissioner, the service meter or meters shall be compared by the test meter, and if a discrepancy be shown equal to or greater than five per cent. (5%), a correction equivalent to the full amount of the discrepancy shown at the time of test shall be made for one-half of the water delivered during the interval between such test and the preceding test. No correction shall be made, however, for any water delivered if the discrepancy shown be less than five per cent. (5%). Whenever, in comparing the service meter used to measure the flow with the test meter, the discrepancy equals or exceeds five per cent. (5%), the gearing on the former must at once be changed to agree with the readings of the latter. Either meter shall be removed and calibrated at the expense of the Company and in the presence of the Commissioner or his representative, whenever ordered by the Commissioner. The meters and connections shall be installed in a suitable chamber giving easy access for observation. In the same chamber, the Company shall install on the delivery main, at a point on the down-stream side of the meters to be approved by the Commissioner, a self-recording pressure gauge of approved make. The records of this gauge shall be the property of the City, but the Company shall be entitled to a copy thereof upon demand.

Fifteenth—This contract shall not confer any exclusive franchise upon the Company and is not to bar or in any manner affect any right The City of New York has to acquire the rights, privileges, franchises and property of the Company by condemnation proceedings or by agreement at any time; and in any such condemnation proceedings by or on behalf of the said City, or in any such agreement in estimating and determining the value of such property, rights, privileges and franchises, the value of the unexpired portion of the term of this contract shall not be considered in making the award; but nothing herein contained shall be construed to affect, lessen or impair any right, claim or demand upon the part of the Company for compensation for the value of the Company's property, rights, privileges and franchises to furnish and supply water to The City of New York and the inhabitants thereof, and to any other locality or its inhabitants. In case any such condemnation proceedings shall be taken, the term of this contract shall cease upon the payment of the award therefor, if such payment be made prior to the expiration of the contract as above provided.

It is hereby further agreed that if The City of New York acquires the plant and property of the Company by condemnation proceedings or by agreement, the going-concern value thereof shall not be enhanced, fixed or affected by the fact that the Company is furnishing water to the City, either under the terms of this contract or without a contract, nor by any payments made or being made by the City for water so furnished.

Sixteenth—The Company will execute and deliver to the City its bond, with sureties to be approved by the Comptroller of The City of New York, in the penal sum of thirty thousand dollars (\$30,000), conditioned to save and hold the City, its officers, agents or employees harmless from all suits and actions of every description, and from all damages and costs by reason of injury to person or property, including streets, roads, highways and pavements on account of, or arising out of the acts or omissions of the Company, or its officers, agents or employees, or by reason of breaks or failures in the pumps, pipes or other apparatus of the Company; provided, however, that in the event of suit being brought, a notice thereof shall be given to the Company, either by mailing same or delivering same at the office of the Company at the address given at the time of the making of this agree-

ment, or by leaving said notice at the residence of any officer of the Company, or any agent or employee of said Company, which shall have the right to employ counsel at its own expense to defend the same, and that it will pay each and every judgment recovered in the said suit. Said bond shall be further conditioned for the faithful performance by the Company of each and every condition, covenant and obligation imposed upon the Company by this agreement.

Seventeenth—It is hereby expressly agreed by and between the parties hereto that the said Commissioner of Water Supply, Gas and Electricity, or his successor or successors, shall not nor shall any department or officer of said City be precluded or estopped by any return or certificate made or given by any Engineer, Inspector or other officer of The City of New York under or in pursuance of anything in this contract contained, from at any time showing the true and correct amounts of water furnished, the character and quality of said water, or from showing that the amount claimed to be due is not due under said certificates, or the true facts in relation to any matter contained in this contract; and any officer of any of the departments of The City of New York shall not be precluded by said certificate or certificates from showing any failure on the part of the said Company to carry out any of the terms of said agreement.

Eighteenth—This agreement shall not be binding or of any force unless the Comptroller of the City shall endorse hereon his certificate that there remains unexpended and unapplied, as provided in the Greater New York Charter, a balance of appropriation or fund applicable thereto sufficient to pay the estimated expense of executing this agreement, as certified by the officers making the same.

Nineteenth—This agreement, preliminary to its execution, has been submitted in all its details to the Board of Estimate and Apportionment, and after such submission the consent of the Board of Estimate and Apportionment has been given to the execution of this agreement, as submitted by a resolution passed on the 20th day of July, 1911, and this agreement has also received the separate written consents and approvals of both the Mayor and the Comptroller of The City of New York.

Twentieth—This agreement shall respectively bind and run in favor of the respective parties hereto and their respective successors and assigns.

In witness whereof, the Commissioner for and in behalf of the City, has hereunto set his hand and seal, and the Company has caused its corporate seal to be hereto affixed and these presents to be subscribed in its name by its President the day and year first above written; and the parties hereto have executed this agreement in triplicate, one part of which is to remain with the Commissioner of Water Supply, Gas and Electricity, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part.

[L. s.]
As Commissioner of Water Supply, Gas and Electricity of The City of New York.
URBAN WATER SUPPLY COMPANY.

[SEAL]

By.....

As President.

Approved as to form: JOHN L. O'BRIEN, Assistant Corporation Counsel.

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

On this _____ day of _____, 1911, before me personally came _____, to me personally known and known to me to be the Commissioner of Water Supply, Gas and Electricity and the person described in and who executed the foregoing instrument as such Commissioner, and he acknowledged to me that he executed the same as such Commissioner for the purposes therein mentioned.

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

On this _____ day of _____, 1911, before me personally came _____, to me known and known to me to be the President of the Urban Water Supply Company, who, being by me duly sworn, did say that he was the President of said Company and knew the seal of said Company; that the seal affixed to the foregoing instrument was such corporate seal; that it was thereto affixed by order of the Board of Directors of said Company, and that by like order he thereto signed his name and official designation.

In pursuance of section 471 of the Greater New York Charter, I do hereby give my consent to and approval of the foregoing proposed agreement in all its details, with the Urban Water Supply Company for supplying water in the Borough of Queens, to The City of New York.

Dated, New York,

, 1911.

As Mayor of The City of New York.

In pursuance of section 471 of the Greater New York Charter, I do hereby give my consent to and approval of the foregoing proposed agreement in all its details, with the Urban Water Supply Company for supplying water in the Borough of Queens, to The City of New York.

Dated, New York,

, 1911.

As Comptroller of The City of New York.

Know all men by these presents, That we, the Urban Water Supply Company, a domestic water works corporation of the State of New York, as principal, and the _____ as surety, are held and firmly bound unto The City of New York in the sum of thirty thousand dollars (\$30,000), lawful money of the United States, to be paid to The City of New York or its certain attorney, successors or assigns, for which payment, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated the _____ day of _____, 1911.

Whereas, The said Urban Water Supply Company has entered or is about to enter into a certain agreement with The City of New York, a municipal corporation acting by and through the Commissioner of Water Supply, Gas and Electricity of The City of New York, bearing date the _____ day of _____, 1911, which agreement is hereto annexed and made a part hereof:

Now, therefore, the condition of this obligation is such that if the said Urban Water Supply Company shall save and hold The City of New York, its officers, agents and employees harmless from all suits and actions of every description, and from all damages and costs by reason of injury to person or property, including streets, roads, highways and pavements, on account of or arising out of the acts or omissions of the said Urban Water Supply Company or its officers, agents, or employees, or by reason of breaks or failures in the pumps, pipes or other apparatus of said Company, provided, however, that in the event of suit being brought immediate notice thereof shall be given to the said Company, which shall have the right to employ counsel at its own expense to defend the same; and that if said Company shall well and truly perform all and singular the terms, conditions, covenants and obligations imposed upon the said Urban Water Supply Company by said agreement; then this obligation to be void, otherwise to remain in full force and effect.

Sealed and delivered in presence of

[SEAL]

[SEAL]

[SEAL]

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

On the _____ day of _____, 1911, before me personally came _____, to me known and known to me to be the President of the Urban Water Supply Company, who, being by me duly sworn, did say that he was the President of said Company and knew the seal of said Company; that the seal affixed to the foregoing instrument was such corporate seal; that it was thereto affixed by order of the Board of Directors of said Company, and that by like order he thereto signed his name and official designation.

[SEAL]
State of New York, County of New York, ss.:

On the _____ day of _____, 1911, before me personally came _____, to me known and known to me to be the _____ of the _____, who, being by me duly sworn, did say that he was the _____ of said Company and knew the seal of said Company; that the seal affixed to the foregoing instrument was such corporate seal; that it was thereto affixed by order of the Board of Directors of said Company, and that by like order he thereto signed his name and official designation.

Board of Estimate and Apportionment, New York, July 18, 1911.

To the Honorable, the Board of Estimate and Apportionment:

Gentlemen—At the meeting of the Board of Estimate and Apportionment held on July 13, there was submitted by the Commissioner of Water Supply, Gas and Electricity a proposed form of contract with the Urban Water Supply Company for furnishing a minimum supply of 1,000,000 gallons daily and a maximum supply not to exceed 3,000,000 gallons, for use in the Borough of Queens, at a rate of \$55 per million gallons. The form of contract was referred to the Comptroller and the Chief Engineer of the Board for consideration.

This proposed contract with the Urban Water Supply Company has been the subject of two reports from the Committee. The first of these reports was on April 27, 1911, when we advised the Board that the contract as originally drawn had been changed in a number of particulars, but pointed out the fact that there might be a question as to the expediency of entering into a contract with a company operating under an old franchise, but not being in business at the present time, and creating thereby a going concern value which the City might be obliged at some time in the future to pay for if it attempted to extinguish the various private water companies in The City of New York. The Committee therefore recommended that the matter be referred back to the Commissioner for a distinct recommendation as to whether, in view of these facts, he believed that a contract should be made.

Again, on July 6, the Committee reported upon a communication from Mr. Reon Barnes requesting the Board to take action on the proposed contract, and stated that this contract was not now before the Board, but had been referred to the Commissioner of Water Supply, and advising that the Committee believed that the contract as now drawn properly protected the interests of the City, there having in addition to the changes referred to in the first report been introduced another section in which the Company stipulated that in case the City should desire at any time in the future to acquire the property, right, privileges and franchises of this company, the compensation to be paid should not be increased by reason of the proposed contract.

The Commissioner of Water Supply, Gas and Electricity has again submitted the contract in its revised form, with a statement "that the rapid development of the Borough of Queens makes it imperative that the Department secure an additional supply of water," and recommending that the contract be given early consideration and approval.

We believe that the Commissioner's statement of the situation in the Borough of Queens should be conclusive, and as we consider that the contract is now in proper form, it is recommended that it be approved and that its execution be authorized.

Respectfully,

WM. A. PRENDERGAST, Comptroller; NELSON P. LEWIS, Chief Engineer, Board of Estimate and Apportionment.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby assents to and approves of, in all its details, the proposed contract or agreement submitted by the Commissioner of Water Supply, Gas and Electricity under date of July 12, 1911, between The City of New York, by the Commissioner of Water Supply, Gas and Electricity, and the Urban Water Supply Company, for furnishing and delivering into the existing mains of the City in the vicinity of the City's Station No. 1 in the Borough of Queens, not less than one million (1,000,000) gallons, nor more than three million (3,000,000) gallons of water per diem for a period of one (1) year beginning at a date ten (10) days after the approval thereof by the Mayor, with an option for renewal of either one (1) or two (2) years, at the rate of Fifty-five dollars (\$55.00) per million gallons.

Which was adopted by the following vote:

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

The Secretary presented the following communication from the Commissioner of Records of New York County, requesting approval of the purchase at a price not exceeding \$10,000, of newspaper files from the New York Press Club, together with a report of the Comptroller recommending the approval of said request:

(On June 15, 1911, a communication from the Commissioner of Records, New York County, relative to the above purchase, was referred to the Comptroller.)

Commissioner of Records of the County of New York, Hall of Records, Borough of Manhattan, New York City, June 12, 1911.

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

Dear Sir—Under the authorization contained in chapter 292, Laws of 1911, and subject to the approval of the Board of Estimate and Apportionment, as the act provides, I desire to purchase from the New York Press Club, "for the County of New York, to be preserved as a part of the public records in the office of the Clerk of said County," files of newspapers published in the City and County of New York, beginning with the "Weekly Herald," from 1837 to 1855, and including the New York "Tribune," from January, 1846, the New York "Herald," from July, 1847, the "Times," from July, 1850, the "World," from January, 1863, and the "Sun," from January, 1870, up to this date.

Of these there are, in all, more than one thousand volumes.

The Press Club offers to sell these files to the County of New York, to be preserved as the law provides, for the sum of ten thousand dollars.

These papers are all in excellent condition, having been cared for and guarded as a valued asset of the Press Club during all the years of its existence. Taken together they constitute a record of the history of the City, of the Nation and the World for more than seventy years past. Their value for reference must become greater as time advances.

These newspaper files are included in the published assets of the club at a valuation of \$25,000, that amount having been offered for them, as I am informed, several years ago. At that time the club, by a vote of its Board of Directors, decided not to part with them.

Since then the club has built a new clubhouse where, because of increased membership and room required for social purposes, it has not been possible to afford the space necessary to keep these newspaper files accessible for reference, and they are stored in the basement of the Press Club building.

For that reason they may now be purchased for a sum which I believe to be far below their real value, if that can be computed in dollars. It is in fact difficult to fix a money value for them, as it would not be possible to replace them if they were destroyed.

The club has offered to sell these newspaper files to the County of New York, with the assurance the law gives that they will be kept as a part of the public records, where they will be accessible for public reference.

If I am authorized to purchase them to be kept as a part of the records of the County of New York, they can be preserved in the office of the Clerk of the County of New York in the Hall of Records, under conditions that will safeguard them against loss or injury.

I believe they should be made a part of the public records, and preserved for public reference.

I, therefore, ask the Board of Estimate and Apportionment to approve of the purchase of these newspaper files by the Commissioner of Records of the County of New York for the sum of \$10,000. Very respectfully submitted,

WILLIAM S. ANDREWS, Commissioner of Records, County of New York.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 19, 1911.

To the Board of Estimate and Apportionment:

Gentlemen—On June 12, 1911, the Commissioner of Records, New York County, pursuant to the provisions of chapter 292 of the Laws of 1911, requested the Board of Estimate and Apportionment to approve of the purchase of certain files of newspapers from the New York Press Club at a cost of \$10,000. In connection therewith I report as follows:

The files are of the following newspapers, published in the City and County of New York:

"Weekly Herald," 1837 to 1855; New York "Tribune," 1846 to date; New York "Herald," 1847 to date; New York "Times," 1850 to date; New York "World," 1863 to date; New York "Sun," 1870 to date. There are 1,030 bound volumes of the newspapers, all in a good state of preservation.

It is stated that the increased membership in the Press Club has made it necessary to provide more room for social purposes. The files have been stored in the basement of the clubhouse because of lack of room.

Inquiry in the different City libraries shows that no library has complete files of these newspapers. The New York Public Library has only complete files of the New York "Sun" and the New York "World." The files of the "Weekly Herald" are missing from 1837 to 1841, and of the New York "Times" for 1850 and to 1851. The files of the "Herald" for 1854 and 1855 are also missing.

The Commissioner states that if the purchase is approved the files will be preserved as a part of the records of the County of New York in the office of the County Clerk, where they will be accessible to the public.

Chapter 292 of the Laws of 1911 provides in part as follows:

"Said Commissioner is hereby authorized to purchase for the County of New York, to be preserved as a part of the public records in the office of the Clerk of said County, such books, papers, newspaper files or manuscripts, printed in or pertaining to said County and having in his judgment historic value or containing information of public interest, and to provide for the care and preservation thereof, in the manner directed for the care and preservation of the public records in the office of the Clerk of the County of New York, by section two of this act, provided, that there shall not be expended for such purchase or purchases an amount to exceed fifteen thousand dollars, and that no such purchase shall be made unless approved by the Board of Estimate and Apportionment of The City of New York; and the Comptroller of The City of New York is hereby authorized and directed to issue and sell revenue bonds to such amount as may be necessary to provide for the payment of such salary, compensations and expenses, and for such purchases, during the year 1911, in addition to the sum now appropriated for such purposes during that year."

The files constitute a valuable record of the history of the City, of the nation and of the world for more than seventy years, and their value for reference must become greater from year to year.

It is my opinion that these files would be out of place in the office of the County Clerk, and that their proper place is in the New York Public Library. However, it appears that this special act does not provide for the purchase of these files by any other person than the Commissioner of Records, and therefore the act cannot be made the basis for provision to have the files purchased for the Public Library.

I submit without recommendation a resolution, which, if adopted, will approve of the purchase of these files by the Commissioner of Records for the County Clerk's office. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That, pursuant to the provisions of chapter 292, Laws of 1911, the Board of Estimate and Apportionment hereby approves of the purchase by the Commissioner of Records of the County of New York, at a price not to exceed ten thousand dollars (\$10,000.), of newspaper files, as follows: "Weekly Herald," 1837 to 1855; "New York Tribune," 1846 to date; "New York Herald," 1847 to date; "New York Times," 1850 to date; "New York World," 1863 to date; "New York Sun," 1870 to date.

Which was adopted by the following vote:

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

On motion of the Comptroller, the Board adjourned to meet Friday, July 21, 1911, at 10.30 o'clock a. m.

JOSEPH HAAG, Secretary.

DEPARTMENT OF FINANCE.

Abstract of transactions of the Department of Finance for the week ending April 22, 1911.

Deposited in the City Treasury.

To the credit of the City Treasury.....	\$2,908,250 98
To the credit of the Sinking Funds.....	149,565 55
Total	\$3,057,816 53

Warrants Registered for Payment.

Appropriation Accounts "A" Warrants.....	\$6,007,775 08
Special Revenue Bond Fund Accounts "B" Warrants.....	88,876 14
Corporate Stock Fund Accounts "C" Warrants.....	2,109,867 45
Special and Trust Fund Accounts "D" Warrants.....	1,729,525 64
Total	\$9,936,044 31

Stock and Bonds Issued.

Corporate Stock	\$21,460 00
Revenue Bills	1,675,865 74
Revenue Bonds	300,000 00
Special Revenue Bonds.....	174,000 00
Total	\$2,171,325 74

Suits, Court Orders, Judgments, etc.

Supreme, Kings Co., Manhattan Bridge Plaza; certified copy of order entered March 31, 1911, confirming amended and supplemental report. Lord, Day & Lord, attorneys.

Supreme, New York Co., Manhattan Bridge Plaza; certified copy of order entered January 9, 1911, appointing LeRoy W. Baldwin, committee, etc. Lord, Day & Lord, attorneys.

Supreme, New York Co., Manhattan Bridge Plaza; certificate of County Clerk of approval of bond LeRoy W. Baldwin as committee, etc. Lord, Day & Lord, attorneys.

Supreme, Westchester Co., Catskill Aqueduct; certified copy of order entered March 9, 1911, directing payment of expenses to owners. A. R. Watson, attorney.

Supreme, New York Co., Barber Asphalt Paving Co.; certified copy of judgment distributing fund of \$15,499.32. Kellogg & Rose, attorneys.

Supreme, Kings Co., Florence E. Bertle, \$511.30; transcript of judgment entered April 15, 1911. George Parr, attorney.

Supreme, Kings Co., People State of New York against Angelo Prorenzano; copy affidavits, order, certificate assigning Wm. A. Robinson and another as counsel, etc. W. A. Robinson, attorney.

County Kings, People State of New York against Gustave Grosse; certified copy of order entered February 10, 1911, reversing judgment of conviction. Henry Weisman, attorney.

Supreme, Kings Co., Sea View ave.; certified copy of order entered March 20, 1911, directing payment of award to John Coors.

Supreme, Kings Co., 64th st.; certified copy of order entered April 15, 1911, directing payment of award to Francesco Bongiorno. Antonio Madeo, attorney.

Municipal, Manhattan, Hyman D. Fight against City of New York; copy of summons and complaint. Victor Deutsch, attorney.

Municipal, Manhattan, Arthur A. Finnigan against City of New York; copy of summons and complaint. M. A. Vogel, attorney.

Supreme, New York Co., Harry N. Baruch; certified copy of order entered March 24, 1911, denying motion \$10 costs. May & Jacobson, attorneys.

Supreme, Richmond, Susan Mount; certified copy of order entered April 19, 1911, directing Referee to pay taxes, etc. Montague Leslie, attorney.

Supreme, Queens Co., Elmhurst Fire Dept.; copy of summons and complaint. Joseph J. Tuohy, attorney.

Supreme, New York Co., Augusta Broseman against City of New York; copy of summons and complaint. Henry C. Stohledreier, attorney.

Municipal, Manhattan, Morris Finkelstein, \$75; transcript of judgment entered April 15, 1911. Max Halperin, attorney.

Supreme, Kings Co., E. 35th st.; notice of motion to confirm report. A. R. Watson, attorney.

Supreme, Kings Co., William G. Foster; certified copy of order entered July 29, 1910, re cancellation of undertaking of American Surety Co. of N. Y. Edward M. & Paul Grout, attorneys.

Municipal, Queens, Magnus Larsen, \$534.65; transcript of judgment entered April 15, 1911. J. B. Merrill, attorney.

Supreme, Westchester, Kensico Reservoir; certified copy of order entered April 18, 1911, directing payment of award to Thomas Campbell. J. A. Flannery, attorney.
Supreme, Westchester, Kensico Reservoir; certified copy of order entered April 18, 1911, directing payment of award to Arthur Pietschker. J. A. Flannery, attorney.
Municipal, Brooklyn, Susan O'Hara against City of New York; copy of summons and complaint. J. H. Goggin, attorney.

Supreme, Kings Co., Carmela Mannis, administratrix, against Sigretto & Mannis Co., \$2,193.64; transcript of judgment entered February 20, 1911. R. A. Rendich, attorney.

Supreme, Albany, New York Central & Hudson River Railroad Co.; certified copy of order (9) entered March 7, 1911, reducing assessments 1900 to 1908, inclusive. A. R. Watson, attorney.

Supreme, New York Co., Manhattan Bridge approach; copy petition, notice of motion directing payment of award to D. H. Hyman. C. W. Dayton, Jr., attorney.

General Sessions, Ellen McLaughlin against Peter McLaughlin; certified copy of order entered April 21, 1911, reversing order of City Magistrate. P. R. Ferrari, attorney.

Supreme, Westchester, Kensico Reservoir; certified copy of order entered March 30, 1911, directing payment of award to Rose Middleton. P. R. Ferrari, attorney.

Supreme, Queens, Halsey st.; certified copy of order entered April 21, 1911, directing payment of award to Sarah M. Wilton. A. R. Watson, attorney.

Supreme, Kings Co., President st.; certified copy of order entered April 22, 1911, directing payment of award to Anna J. Hansen. J. B. Sabine, attorney.

Claims Filed.

April 17, Adelaide M. McLaughlin, Executrix, \$3,000; amount due John J. McLaughlin, deceased, for services rendered pursuant to contract, from January 1, 1910, to June 30, 1910. Kellogg & Rose, attorneys.

April 17, Samuel, Elise and Jacob Margulies; damages to property through defective sewer on Havemeyer st., Brooklyn. Kellogg & Rose, attorneys.

April 17, Walter B. Burnham; damages to his son's bicycle April 13, 1911, by Department Street Cleaning cart in front of 665 Prospect pl., Brooklyn. Kellogg & Rose, attorneys.

April 17, Edward Holloway, Infant, by his Guardian, Frederick C. Holloway, \$2,000; personal injuries sustained October 18, 1910, while crossing 110th st., between 8th ave. and Manhattan ave., Manhattan, due to obstruction in the street. J. Gale Needham, attorney.

April 17, Frederick C. Holloway, \$1,000; loss of service of and medical attendance for his infant son, Edward, injured while crossing 110th st., between 8th ave. and Manhattan ave., Manhattan, due to obstructions in the street. J. Gale Needham, attorney.

April 17, C. E. Halback & Co., \$191.74; amount due for furnishing and erecting two smoke stacks on Cumberland St. Hospital, Brooklyn. J. Gale Needham, attorney.

April 17, Eiermann Realty & Construction Co.; award for Damage Parcel 29, made to Stephen M. Hoye in the matter of opening 63d st. from 7th ave. to New Utrecht ave., Brooklyn. Joseph A. Flannery, attorney.

April 18, Selma Sohmer; award or a part thereof for Damage Parcel 63B in the matter of acquiring title to Jamaica ave. from Old Bowery Bay road to the East River, Queens. Alexander Brough, attorney.

April 18, Julius and Elise Wachter; award or a part thereof for Damage Parcel 63B in the matter of acquiring title to Jamaica ave. from Old Bowery Bay road to the East River, Queens. Alexander Brough, attorney.

April 18, Interborough Rapid Transit Company, \$325.20; damages sustained in caring for and maintaining the elevated railroad structure, endangered by the Bradley Contracting Co. constructing subway loop in Delancey st. during April, 1910. Alexander Brough, attorney.

April 18, Press & Hirschberg, \$33.81; refund of amount deposited with Clerk of Municipal Court, 7th District, Manhattan, as costs in the case of William Quinn and another against David A. Breen and another. Alexander Brough, attorney.

April 18, Virginia Los Kamp; personal injuries sustained April 10, 1911, by falling, due to the defective condition of the sidewalk in front of 311 Roebing st., Brooklyn. Alexander Brough, attorney.

April 19, Kate Fuessel, \$650; award for Ward 56, Block (old) 119, Lot 46, for change of grade of Park ave. Thos. S. Bassford, attorney.

April 19, Geo. B. Heaslip, \$100; award for Ward 8, Block (old) 1059, Lot 6, for change of grade of Park ave. Thos. S. Bassford, attorney.

April 19, Edward Jennings, \$250; award for Ward 74, Block (old) 1110, Lot 56, for change of grade of Park ave. Thos. S. Bassford, attorney.

April 19, Christina Bohmer, \$1,000; award for Ward 7, Block (old) 1553, Lot 33, for change of grade of Park and Cortlandt aves. Thos. S. Bassford, attorney.

April 19, Albert J. Brown, \$750; award for Ward 5, Block (old) 1667, Lot 9, for change of grade of Spencer pl. Thos. S. Bassford, attorney.

April 19, Catharine Fox, \$300; award for Ward 52, block (old) 1117, Lot 37, for change of grade of Tremont ave. Thos. S. Bassford, attorney.

April 19, Elizabeth M. Fitzpatrick, \$1,250; award for Ward 70, Block (old) 1118, Lot 53, for change of grade of Tremont ave. Thos. S. Bassford, attorney.

April 19, Jennie M. Brady, \$100; award for Ward 16, Block (old) 1557, Lot 14, for change of grade of Washington ave. Thos. S. Bassford, attorney.

April 19, Jennie M. Brady, \$250; award for Ward 25, Block (old) 1556, Lot 57, for change of grade of Washington ave. Thos. S. Bassford, attorney.

April 19, William Doran, \$200; award for Ward 40, Block (old) 1018, Lot 39, for change of grade of Washington ave. Thos. S. Bassford, attorney.

April 19, Minnie E. Randall, Administratrix, \$1,250; award for Ward 51, Block (old) 1067, Lot 35, for change of grade of Washington ave. Thos. S. Bassford, attorney.

April 19, Otto Wagner, \$1,000; award for Ward 33, Block (old) 1060, part of Lot 83, for change of grade of Washington ave. Thos. S. Bassford, attorney.

April 19, Josiah A. Briggs, \$1,750; award for Ward 135, Block (old) 906, Lot 135, for change of grade of Webster ave. Thomas S. Bassford, attorney.

April 19, Sarah Dody, \$150; award for Ward 6, Block (old) 1059, Lot 4, for change of grade of E. 144th st. Thomas S. Bassford, attorney.

April 19, Sarah J. Wyckoff Bent, \$500; award for Ward 13, Block (old) 1174, Lot 10, for change of grade of Vanderbilt ave. Thomas S. Bassford, attorney.

April 19, John Cotter, \$800; award for Ward 1, Block (old) 1666, Lot 6, for change of grade of T. 144th st. Thomas S. Bassford, attorney.

April 19, John D. Crimmins, \$3,000; award for Ward 10, Block (old) 1596, Lot 79, for change of grade of E. 156th st. Thomas S. Bassford, attorney.

April 19, Anna E. Rodney, \$600; award for Ward 36, Block (old) 1586, Lot 38, for change of grade of E. 157th st. Thomas S. Bassford, attorney.

April 19, Caroline C. Hettinger, \$2,000; award for Ward 5, Block (old) 1558, Lot 39, and Ward 25, Block (old) 1348, Lot 42, for change of grade of E. 161st st. Thomas S. Bassford, attorney.

April 19, Julius Hausmann, \$609; award for Ward 83, Block (old) 1298, Lot 67, for change of grade of E. 164th st. Thomas S. Bassford, attorney.

April 19, Mary Dunne, Executrix, \$500; award for Ward 40, Block (old) 1056, Lot 39, for change of grade of E. 186th st. Thomas S. Bassford, attorney.

April 20, Herman C. Asendorf, \$426.51; award and interest on Damage Parcel 36, in the matter of acquiring title to Jamaica ave. from Old Bowery Bay road to the East River, Queens. Alexander Brough, attorney.

April 20, George Hooks Building Company, \$5,000; damages on account of encroachment of the City's retaining wall on its property at the northwest corner of E. 177th st. and Daly ave., The Bronx. Leonard J. Langbein, attorney.

April 20, Morris Chesnowitz, \$2,500; personal injuries sustained July 29, 1910, by being struck on the head by a file falling from the Manhattan Bridge in Monroe st., Manhattan. Walter Carroll Low, attorney.

April 20, Edward A. Harmon, \$5,000; loss of service of and medical attendance for his wife, Frances C., injured January 4, 1908, by falling in front of the Colonial Theatre, Manhattan. Watts & Merrill, attorney.

April 20, 1911. Vincenzo and Dora Lischio, \$10,000; personal injuries sustained March 22, 1911, by Dora Lischio by being run over by a City automobile on 17th st., between 1st ave. and Ave. A., Manhattan. Brande & Weber, attorneys.

April 20, Mrs. M. Oppenheim; damages to bedding taken from 50th st., Brooklyn, by Department of Health for fumigation. Brande & Weber, attorneys.

April 20, Marion F. Gibson; damages to bedding taken from 3605 Broadway by Department of Health for fumigation. Brande & Weber, attorneys.

April 20, T. R. Pickard, M.D., \$500; personal injuries sustained March 17, 1911, by being thrown from an ambulance of St. Vincent Hospital, Richmond, in collision with Department of Health automobile. Brande & Weber, attorneys.

April 20, James Henry, \$8; doctor's services necessitated by being hit on the head from a well driving machine at Southfield boulevard and Emmett ave., Richmond. Brande & Weber, attorneys.

April 21, Swift & Co., \$37,471.32; award for Damage Parcel 16, 16A, in the matter of acquiring title to lands, etc., for an approach to the Willis Ave. Bridge over the Harlem River. James A. Deering, attorney.

April 21, Charles Leopold, Assignee, \$3,343.16; amount due Thomas J. Dunn for labor and material furnished Bureau of Buildings, Manhattan, making temporarily safe various buildings in Manhattan. James A. Deering, attorney.

April 22, John J. Lennon, \$50; burial expenses of Edward F. Shaw, a veteran. James A. Deering, attorney.

April 22, Wiley G. Overton, \$50; burial expenses of Wm. H. Sturnberg, a veteran. James A. Deering, attorney.

April 22, Feeney & Son, \$50; burial expenses of Edward W. Hacker, a Spanish War veteran. James A. Deering, attorney.

April 22, Nygren, Tenney & Ohmes, \$2,590.91; amount due for services rendered as consulting engineers on the heating and ventilating work in the New York Public Library. James A. Deering, attorney.

April 22, Frederick Bicking, Guardian, \$500; personal injuries sustained March 30, 1911, by infant daughter, Helen, due to a hole in the sidewalk in front of 378 1/2-380 Graham ave., Brooklyn. Black, Varian, Bigelow & Somers, attorneys.

April 22, Frederick Bicking, \$500; loss of services of and medical attendance for his daughter, Helen, injured March 30, 1911, due to a hole in the sidewalk in front of 378 1/2-380 Graham ave., Brooklyn. Black, Varian, Bigelow & Somers, attorneys.

April 22, Mary Hamill, \$5,000; personal injuries sustained January 22, 1911, by falling on the icy crosswalk at Noble st. and Manhattan ave., Brooklyn. Joseph V. Flynn, attorney.

April 22, Paul C. Bahrenburg, \$500; personal injuries sustained March 11, 1911, by his automobile running into an embankment on the east side of Ocean ave. at corner of Ave. L, Brooklyn. Michael J. Grady, attorney.

April 22, George W. Lee, \$14; wages due Foreman of Laborers, Department Street Cleaning, Queens, January 1, 2, 3, 4, 1911. Michael J. Grady, attorney.

Approval of Sureties.

The Comptroller approved of the adequacy and sufficiency of the sureties on the following proposals, viz.:

April 17, 1911, The Trustees of Bellevue and Allied Hospitals—For supplies of coal. Gavin Rowe, 17 Battery pl., principal. The Fidelity & Casualty Co. of New York, 97-103 Cedar st., surety.

April 17, 1911, The Trustees of Bellevue and Allied Hospitals—For supplies of kosher meat. David Kotler, 345 Madison st., principal. The United States Fidelity & Guaranty Co., 66 Liberty st., N. Y., surety.

April 17, 1911, Department of Correction—For repairs to the ice machine on Harts Island. De La Vergne Machine Co., foot of E. 138th st., principal. American Bonding Company, of Baltimore, 22 Nassau st., surety.

April 17, 1911, Department of Correction—For supplies of coal. Wm. Farrell & Son, 140 Barrow st., principal. The Empire State Surety Co., 84 William st., New York, surety.

April 17, 1911, Department of Fire—For one gas electric chassis to be used as a tractor for a water tower. Couple Gear Co., 149 Broadway, principal. National Surety Company, 115 Broadway, surety.

April 17, 1911, Department of Fire—For coal for fireboats. Commercial Coal Co., 5107 5th ave., principal. The Empire State Surety Co., 84 William st., New York, surety.

April 17, 1911, Department of Correction—For supplies of coal. Wm. Farrell & Son, 140 Barrow st., principal. The Empire State Surety Co., 84 William st., New York, surety.

April 17, 1911, The Trustees of Bellevue and Allied Hospitals—For supplies of coal. Pattison & Bowns, 1 Broadway, principal. The Empire State Surety Co., 84 William st., New York, surety.

April 17, 1911, The Trustees of Bellevue and Allied Hospitals—For supplies of coal. T. R. Thorn & Co., Westchester, N. Y., principal. American Surety Co., of New York, 100 Broadway, surety.

April 17, 1911, Department of Fire—For supplies of coal. S. Trimmer & Sons, 138th st. and Harlem River, principal. Fidelity & Deposit Co. of Maryland, 2 Rector st., surety.

April 17, 1911, Department of Public Charities—For furnishing lumber. Arthur C. Jacobson & Sons, 81 Bridge st., principal. National Surety Company, 115 Broadway, surety.

April 17, 1911, Department of Public Charities—For photograph supplies. E. B. Meyrowitz, 650 Madison ave., principal. The Title Guaranty & Surety Company, 84 William st., surety.

April 17, 1911, Department of Police—For photograph supplies. H. H. Kiffe Co., 523 Broadway, principal. International Fidelity Insurance Company of Jersey City, N. J., surety.

April 17, 1911, Department of Education—For alterations, etc., P. S. 177, Borough of Manhattan. J. M. Knopp, 544 W. 43d st., principal. Fidelity & Deposit Co. of Maryland, 2 Rector st., surety.

April 18, 1911, Department of President of the Borough of Brooklyn—For constructing a sewer in Dumont ave. McCauley Manton Co., Inc., Ave. M and Ocean parkway, principal. American Bonding Company, of Baltimore, 22 Nassau st., surety.

April 18, 1911, Department of Education—For furnishing supplies. Ward's Natural Science Est., Rochester, N. Y., principal. The Empire State Surety Co., 84 William st., New York, surety.

April 18, 1911, Department of Education—For furnishing supplies. John Bellmann, 61 Hudson st., principal. United States Guaranty Co., 111 Broadway, surety.

April 18, 1911, Department of President of the Borough of Brooklyn—For regulating, etc., 95th st. W. H. Robertson, 417 79th st., principal. American Bonding Company, of Baltimore, 22 Nassau st., surety.

April 18, 1911, Department of President of the Borough of Brooklyn—For paving, etc., 58th st. Uvalde Contracting Co., 1 Broadway, principal. The Empire State Surety Co., 84 William st., New York; Massachusetts Bonding & Insurance Co., 27-29 Pine st., sureties.

April 18, 1911, Department of President of the Borough of Brooklyn—For paving, etc., Hart st. Borough Asphalt Co., 1301 Metropolitan ave., principal. The United States Fidelity & Guaranty Co., 66 Liberty st., N. Y.; The Title Guaranty & Surety Company, 84 William st., sureties.

April 18, 1911, Department of President of the Borough of Brooklyn—For paving, etc., Dean st. Borough Asphalt Co., 1301 Metropolitan ave., principal. The United States Fidelity & Guaranty Co., 66 Liberty st., N. Y.; The Title Guaranty & Surety Company, 84 William st., sureties.

April 18, 1911, Department of President of the Borough of Brooklyn—For paving, etc., Albemarle road. Uvalde Contracting Co., 1 Broadway, principal. The Empire State Surety Co., 84 William st., New York; Massachusetts Bonding & Insurance Co., 27-29 Pine st., sureties.

April 18, 1911, Department of President of the Borough of Brooklyn—For paving, etc., 45th st. Uvalde Contracting Co., 1 Broadway, principal. The Empire State Surety Co., 84 William st., New York; Massachusetts Bonding & Insurance Co., 27-29 Pine st., sureties.

April 18, 1911, Department of President of the Borough of Brooklyn—For regulating, etc., Bay Ridge ave. M. J. O'Hara, 557 3d ave., principal. The Empire State Surety Co., 84 William st., New York, surety.

April 18, 1911, Department of President of the Borough of Brooklyn—For constructing a sewer in 56th st. The Donegan-Redmond Co., 5904 14th ave., principal. American Bonding Company, of Baltimore, 22 Nassau st., surety.

April 18, 1911, Department of President of the Borough of Brooklyn—For constructing sewer, etc., in 68th st. Pasquale Porzio, 65 Front st., principal. The Title Guaranty & Surety Company, 84 William st., surety.

April 18, 1911, Department of President of the Borough of Brooklyn—For laying sidewalks in Emmons ave. The Clark Construction Co., 503 5th ave., principal. The Title Guaranty & Surety Company, 84 William st., surety.

April 18, 1911, Department of President of the Borough of Brooklyn—For supplies of lumber. Brooklyn Lumber Co., Brooklyn, N. Y., principal. National Surety Company, 115 Broadway, surety.

- April 18, 1911, Department of President of the Borough of Richmond—For repaving, etc., Broadway. Joseph Johnson's Sons, West New Brighton, S. I., principal. The Title Guaranty & Surety Company, 84 William st., surety.
- April 18, 1911, Department of President of the Borough of Richmond—For supplies of sand and gravel. Joseph Johnson's Sons, West New Brighton, S. I., principal. The Title Guaranty & Surety Company, 84 William st., surety.
- April 18, 1911, Department of President of the Borough of Richmond—For supplies of broken stone, etc. Clinton Point Stone Co., 115 Broadway, principal. The Fidelity & Casualty Co. of New York, 97-103 Cedar st., surety.
- April 18, 1911, Department of President of the Borough of Richmond—For supplies of broken stone, etc. Clinton Point Stone Co., 115 Broadway, principal. The Fidelity & Casualty Co. of New York, 97-103 Cedar st., surety.
- April 18, 1911, Department of President of the Borough of Richmond—For supplies of broken stone, etc. Clinton Point Stone Co., 115 Broadway, principal. The Fidelity & Casualty Co. of New York, 97-103 Cedar st., surety.
- April 18, 1911, Department of President of the Borough of Richmond—For supplies of broken stone, etc. Manhattan Trap Rock Co., 30 Church st., principal. The United States Fidelity & Guaranty Co., 66 Liberty st., N. Y., surety.
- April 18, 1911, Department of President of the Borough of Richmond—For supplies of bituminous road material. Barrett Mfg. Co., 17 State st., principal. The Fidelity & Casualty Co. of New York, 97-103 Cedar st., surety.
- April 18, 1911, Department of President of the Borough of Richmond—For supplies of macadam road binder. Standard Oil Co. of N. Y., 26 Broadway, principal. American Surety Co., of New York, 100 Broadway, surety.
- April 18, 1911, Department of Docks and Ferries—For constructing a stairway on Pier 1, North River. Wm. Horne Co., 71 W. 132d st., principal. Massachusetts Bonding & Insurance Co., 27-29 Pine st., surety.
- April 18, 1911, Department of President of the Borough of Manhattan—For paving, etc., 216th st. Harlem Contracting Co., 2 Rector st., principal. The Title Guaranty & Surety Company, 84 William st.; American Surety Co., of New York, 100 Broadway, sureties.
- April 18, 1911, Department of President of the Borough of Manhattan—For repaving 18th st. The Barber Asphalt Paving Co., 30 Church st., principal. The United States Fidelity & Guaranty Co., 66 Liberty st., N. Y.; The Empire State Surety Co., 84 William st., New York, surety.
- April 18, 1911, Department of President of the Borough of Manhattan—For repaving 23d st. Matthew Baird Contracting Co., 433 E. 92d st., principal. National Surety Company, 115 Broadway, surety.
- April 18, 1911, Department of President of the Borough of Manhattan—For paving, etc. Emerson st. Harlem Contracting Co., 2 Rector st., principal. American Surety Co., of New York, 100 Broadway; The Title Guaranty & Surety Company, 84 William st., sureties.
- April 18, 1911, Department of President of the Borough of Manhattan—For repaving 3d ave. John J. Durkin, 357 E. 68th st., principal. Massachusetts Bonding & Insurance Co., 27-29 Pine st., surety.
- April 19, 1911, Department of Police—For furnishing supplies. J. & T. Adikes, Jamaica, L. I., principal. American Surety Co., of New York, 100 Broadway, surety.
- April 19, 1911, Department of Police—For furnishing supplies. Manhattan Supply Co., 115 Franklin st., principal. United States Guaranty Co., 111 Broadway, surety.
- April 19, 1911, Department of Police—For furnishing supplies. Samuel Lewis, 5 Front st., principal. Massachusetts Bonding & Insurance Co., 27-29 Pine st., surety.
- April 19, 1911, Department of Police—For furnishing supplies. Barnett & Brown, 162 Pearl st., principal. Massachusetts Bonding & Insurance Co., 27-29 Pine st., surety.
- April 19, 1911, Department of Public Charities—For supplies of fuel. George F. Sinran, 910 E. 5th st., principal. The Empire State Surety Co., 84 William st., New York, surety.
- April 19, 1911, Department of Public Charities—For laying new floor, etc. Metropolitan Hospital, Blackwells Island. Wm. Horne Co., 71 W. 132d st., principal. Maryland Casualty Company, 100 William st., N. Y., surety.
- April 20, 1911, Department of Correction—For furnishing horses; Fiss, Doerr & Carroll Horse Co., 153 E. 24th st., principal. The United States Fidelity & Guaranty Co., 66 Liberty st., N. Y., surety.
- April 20, 1911, Department of Health—For furnishing chemicals, etc. Schieffelin & Co., 170 William st., principal. American Surety Co., of New York, 100 Broadway, surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. Stone & Forsythe, Boston, Mass., principal. American Bonding Company, of Baltimore, 22 Nassau st., surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. American Distributing Co., 50 Stone st., principal. The United States Fidelity & Guaranty Co., 66 Liberty st., N. Y., surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. Aseptic Products Co., 233 Borden ave., principal. The United States Fidelity & Guaranty Co., 66 Liberty st., N. Y., surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. H. T. Jarrett, 30 Platt st., principal. The Title Guaranty & Surety Company, 84 William st., surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. Lewis Mfg. Co., Walpole, Mass., principal. Fidelity & Deposit Co. of Maryland, 2 Rector st., surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. Parke, Davis & Co., Hudson and Vesey sts., principal. The United States Fidelity & Guaranty Co., 66 Liberty st., N. Y., surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. Bogart & Hopper, 162 William st., principal. The United States Fidelity & Guaranty Co., 66 Liberty st., N. Y., surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. Louis R. Lange, 61 Park pl., principal. Elizabeth Lange, 810 Myrtle ave.; Wm. L. Hendel, 349 Grove st., sureties.
- April 20, 1911, Department of Health—For furnishing chemicals, etc. The Wagner Glass Works, 697 E. 132d st., principal. The United States Fidelity & Guaranty Co., 66 Liberty st., N. Y., surety.
- April 20, 1911, Department of Health—For furnishing chemicals, etc. Bausch & Lomb Optical Co., 200 5th ave., principal. National Surety Company, 115 Broadway, surety.
- April 20, 1911, Department of Health—For furnishing chemicals, etc. Lang & Gross Mfg. Co., 142 E. 27th st., principal. The United States Fidelity & Guaranty Co., 66 Liberty st., N. Y., surety.
- April 20, 1911, Department of Health—For furnishing chemicals, etc. The Roessler & Hasslacher Chemical Co., 100 William st., principal. The Title Guaranty & Surety Company, 84 William st., surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. E. R. Squibb & Sons, 80 Beekman st., principal. The United States Fidelity & Guaranty Co., 66 Liberty st., N. Y., surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. The Emil Greiner Co., 45 Cliff st., principal. The Empire State Surety Co., 84 William st., New York, surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. Lehn & Fink, 120 William st., principal. American Surety Co., of New York, 100 Broadway, surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. Bellaire Bottle Co., Bellaire, O., principal. American Surety Co., of New York, 100 Broadway, surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. The Watters Laboratories, 35 E. 20th st., principal. American Surety Co., of New York, 100 Broadway, surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. F. S. Banks & Co., 57 Warren st., principal. The Empire State Surety Co., 84 William st., New York, surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. Henry Allen, 138 William st., principal. The Empire State Surety Co., 84 William st., New York, surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. Merck & Co., 45 Park pl., principal. The United States Fidelity & Guaranty Co., 66 Liberty st., N. Y., surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc.
- Senbury & Johnson, 59 Maiden lane, principal. United States Guaranty Co., 111 Broadway, surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. Charles Kohlman & Co., Inc., 38 Thomas st., principal. The Empire State Surety Co., 84 William st., New York, surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. James T. Dougherty, 409 W. 59th st., principal. The Empire State Surety Co., 84 William st., New York, surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. The Kny-Scheerer Co., 404 W. 27th st., principal. Massachusetts Bonding & Insurance Co., 27-29 Pine st., surety.
- April 20, 1911, Department of Education—For alterations, etc., P. S. 29, Borough of Manhattan. Thomas Dillon & Sons, 1032 3d ave., principal. Massachusetts Bonding & Insurance Co., 27-29 Pine st., surety.
- April 20, 1911, Department of Education—For alterations, etc., P. S. 38, Borough of Manhattan. Samuel Present, 163 W. 107th st., principal. American Surety Co., of New York, 100 Broadway, surety.
- April 20, 1911, Department of Education—For alterations, etc., P. S. 44 and 108, Borough of Manhattan. W. H. Quinn, 103 Chambers st., principal. National Surety Company, 115 Broadway, surety.
- April 20, 1911, Department of Education—For alterations, etc., P. S. 112, Borough of Manhattan. Silberberg & Berman, 353 Madison st., principal. Massachusetts Bonding & Insurance Co., 27-29 Pine st., surety.
- April 20, 1911, Department of Education—For alterations, etc., P. S. 40, Borough of Manhattan. Silberberg & Berman, 353 Madison st., principal. Massachusetts Bonding & Insurance Co., 27-29 Pine st., surety.
- April 20, 1911, Department of Education—For furnishing glass, Borough of The Bronx. Pittsburgh Plate Glass Co., 62 Vandam st., principal. The Fidelity & Casualty Co. of New York, 97-103 Cedar st., surety.
- April 20, 1911, Department of Police—For supplies of forage, Borough of Brooklyn. William Gleichman, 244 Howard ave., principal. American Bonding Company, of Baltimore, 22 Nassau st., surety.
- April 20, 1911, Department of Public Charities—For supplies of coal. Bacon Coal Co., 1 Reid ave., principal. American Surety Co., of New York, 100 Broadway, surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. Perth Amboy Chemical Co., 100 William st., principal. The Title Guaranty & Surety Company, 84 William st., surety.
- April 20, 1911, Department of Health—For furnishing chemicals, drugs, etc. Eimer & Amend, 205 3d ave., principal. American Surety Co., of New York, 100 Broadway, surety.
- April 20, 1911, Department of Public Charities—For furnishing miscellaneous supplies. H. T. Dakin, 97 Warren st., principal. The United States Fidelity & Guaranty Co., 66 Liberty st., N. Y., surety.
- April 20, 1911, Department of Water Supply, Gas and Electricity—For supplies of kerosene oil. The Texas Co., 17 Battery pl., principal. American Bonding Company, of Baltimore, 22 Nassau st., surety.
- April 20, 1911, Department of President of the Borough of Brooklyn—For constructing sewer basins in Underhill ave. McCauley Manton Co., Ocean parkway, principal. American Bonding Company, of Baltimore, 22 Nassau st., surety.
- April 20, 1911, Department of President of the Borough of Brooklyn—For constructing a sewer in Hubbard pl. McCauley Manton Co., Ocean parkway, principal. American Bonding Company, of Baltimore, 22 Nassau st., surety.
- April 21, 1911, Department of President of the Borough of Queens—For laying sidewalks on Franklin st. Astoria Contracting Co., 699 Crescent st., principal. The Title Guaranty & Surety Company, 84 William st., surety.
- April 21, 1911, Department of President of the Borough of Queens—For supplies of brick. E. E. Buhler Co., 103 Park ave., principal. National Surety Company, 115 Broadway, surety.
- April 21, 1911, Department of President of the Borough of Brooklyn—For constructing a sewer in Livonia ave. Frank Merredino, 556a 17th st., principal. American Bonding Company, of Baltimore, 22 Nassau st., surety.
- April 21, 1911, Department of President of the Borough of Brooklyn—For constructing a sewer in E. 21st st. Frank Merredino, 556a 17th st., principal. American Bonding Company, of Baltimore, 22 Nassau st., surety.
- April 21, 1911, Department of President of the Borough of Brooklyn—For constructing a sewer in Sutter ave. Frank Merredino, 556a 17th st., principal. American Bonding Company, of Baltimore, 22 Nassau st., surety.
- April 21, 1911, Department of President of the Borough of Queens—For regulating, etc., Willard ave. Henry J. Mullen, 289 Fulton st., principal. The Title Guaranty & Surety Company, 84 William st., surety.
- April 21, 1911, Department of Water Supply, Gas and Electricity—For furnishing cast iron pipe. John Fox & Co., 253 Broadway, principal. The United States Fidelity & Guaranty Co., 66 Liberty st., N. Y., surety.
- April 21, 1911, Department of Water Supply, Gas and Electricity—For furnishing cast iron pipe. W. P. Taylor Co., Buffalo, N. Y., principal. National Surety Company, 115 Broadway, surety.
- April 21, 1911, Department of Docks and Ferries—For furnishing horses and carts. Thomas J. Dennis, 512 W. 15th st., principal. The Empire State Surety Co., 84 William st., New York, surety.
- April 21, 1911, Department of Docks and Ferries—For furnishing horses and carts. Anthony Allen, 320 E. 35th st., principal. American Bonding Company, of Baltimore, 22 Nassau st., surety.
- April 21, 1911, Department of President of the Borough of Richmond—For supplies of asphaltic road oil. Standard Oil Co., 26 Broadway, principal. American Surety Co., of New York, 100 Broadway, surety.

Opening of Proposals.

The Comptroller, by representative, attended the opening of proposals at the following Departments, viz.:

- April 17, 1911—For improvements in various schools, City of New York; for the construction of P. S. 47, Borough of The Bronx. Department of Education.
- April 18, 1911—For supplies of coal, etc. Fire Department.
- April 19, 1911—For making test borings. Department of Water Supply, Gas and Electricity.
- April 19, 1911—For repairing floating baths. President of the Borough of Manhattan.
- April 19, 1911—For improvements in various streets. President of the Borough of Brooklyn.
- April 20, 1911—For repairs to steamer "Massasoit." Department of Correction.
- April 20, 1911—For the erection of shelter house, etc., Borough of Brooklyn. Department of Parks.
- April 20, 1911—For repairs to asphalt pavements on bridge over the Harlem River. Department of Bridges.
- April 21, 1911—For supplies of coal. Police Department.
- April 21, 1911—For furnishing miscellaneous supplies. Department of Water Supply, Gas and Electricity.

DOUGLAS MATHEWSON, Deputy and Acting Comptroller.

OFFICIAL DIRECTORY

STATEMENT OF THE HOURS DURING which the Public Offices in the City are open for business and at which the Courts regularly open and adjourn, as well as the places where such offices are kept and such Courts are held, together with the heads of Departments and courts.

CITY OFFICES.

MAYOR'S OFFICE.

No. 5 City Hall, 9 a. m. to 5 p. m.; Saturdays, a. m. to 12 m.
Telephone, 8020 Cortlandt.
WILLIAM J. GAYNOR, Mayor.
Robert Adamson, Secretary.
James Mathews, Executive Secretary.
Warrant Clerk.



BUREAU OF WEIGHTS AND MEASURES.
Room 7, City Hall, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
John L. Walsh, Commissioner.
Telephone, 4334 Cortlandt.

BUREAU OF LICENSING.
9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 8020 Cortlandt.
James G. Wallace, Jr., Chief of Bureau.
Principal Office, Room 1, City Hall.
Branch Office, Room 12A, Borough Hall, Brooklyn.
Branch Office, Richmond Borough Hall, Room 23, New Brighton, S. I.
Branch Office, Hackett Building, Long Island City, Borough of Queens.

ARMORY BOARD.
Mayor William J. Gaynor, the Comptroller, William A. Prendergast, the President of the Board of Aldermen, John Purroy Mitchell, Brigadier-General George Moore Smith, Brigadier-General John G. Eddy, Commodore R. P. Fox-shaw, the President of the Department of Forests and Assessments, Lawson Purdy.
Clark D. Rhinehart, Secretary, Room 6, Basement, Hall of Records, Chambers and Centre streets.
Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 3900 Worth.

ART COMMISSION.
City Hall, Room 21.
Telephone call, 1197 Cortlandt.
Robert W. de Forest, Trustee Metropolitan Museum of Art, President; Herbert Adams, Sculptor, Vice-President; Charles Howland Russell, Trustee of New York Public Library, Secretary; A. Augustus Healy, President of the Brooklyn Institute of Arts and Sciences; William J. Gaynor, Mayor of the City of New York; Frederic B. Pratt, Francis C. Jones, Painter; K. T. H. Halsey, I. N. Phelps Stokes, Architect; John Quincy Adams, Assistant Secretary.

BELLEVUE AND ALLIED HOSPITALS.
Office, Bellevue Hospital, Twenty-sixth street and First avenue.
Telephone, 4400 Madison Square.
Board of Trustees—Dr. John W. Brannan, President; James K. Paulding, Secretary; 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 ALDERMEN.
No. 11 City Hall, 10 a. m. to 4 p. m.; Saturdays, 10 a. m. to 12 m.
Telephone, 7560 Cortlandt.
John Purroy Mitchell, President.
P. J. Scully, City Clerk.

BOARD OF ASSESSORS.
Office, No. 320 Broadway, 9 a. m. to 4 p. m.; Saturdays, 12 m.
Joseph P. Hennessy, President.
William C. Ormond.
Antonio C. Astarita.
Thomas J. Drennan, Secretary.
Telephone, 29, 30 and 31 Worth.

BOARD OF AMBULANCE SERVICE.
Headquarters, 240 Centre st.
Office hours, 9 a. m. to 4 p. m. Saturdays, 12 m.

President, Commissioner of Police, R. Waldo; Secretary, Commissioner of Public Charities, M. J. Drummond; Dr. John W. Brannan, President of the Board of Trustees of Bellevue and Allied Hospitals; Dr. Royal S. Copeland, Wm. I. Spiegelberg; D. C. Potter, Director.
Telephone, 3100 Spring.

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.

SUBURBAN OFFICES.
Manhattan.
No. 112 West Forty-second street.
William C. Baxter, Chief Clerk.
Telephone, 2946 Bryant.

The Bronx.
One Hundred and Thirty-eighth street and Mott avenue (Solingen Building).
John L. Burgoyne, Chief Clerk.
Telephone, 336 Melrose.

Brooklyn.
No. 42 Court street (Temple Bar Building).
George Russell, Chief Clerk.
Telephone, 693 Main.

Queens.
No. 46 Jackson avenue, Long Island City.
Carl Voegel, Chief Clerk.
Telephone, 663 Greenpoint.

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, 9 a. m. to 12 m.

BOARD OF ESTIMATE AND APPORTIONMENT.

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

OFFICE OF THE SECRETARY.
No. 277 Broadway, Room 1406. Telephone 2280 Worth.
Joseph Haag, Secretary; William M. Lawrence, Assistant Secretary; Charles V. Adee, Clerk to Board.

OFFICE OF THE CHIEF ENGINEER.
Nelson P. Lewis, Chief Engineer, No. 277 Broadway, Room 1408. Telephone, 2281 Worth.
Arthur S. Tuttle, Engineer in charge Division of Public Improvements, No. 277 Broadway, Room 1408. Telephone, 2281 Worth.

BUREAU OF FRANCHISES.
Harry P. Nichols, Engineer, Chief of Bureau, 277 Broadway, Room 801. Telephone, 2282 Worth.

Office hours 9 a. m. to 5 p. m. (except during July and August, when hours are 9 a. m. to 4 p. m.); Saturdays, 9 a. m. to 12 m.

BOARD OF EXAMINERS.
Rooms 6027 and 6028, Metropolitan Building, No. 1 Madison avenue, Borough of Manhattan. 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 5840 Gramercy.
George A. Just, Chairman. Members: William Crawford, Lewis Harding, Charles G. Smith, William A. Boring, John P. Leo and John Kenlon.
Edward V. Barton, Clerk.
Board meeting every Tuesday at 2 p. m.

BOARD OF INEBRIETY.
Temporary Office, 300 Mulberry street, Manhattan.
Thomas J. Colton, President.
Rev. William Morrison, Secretary.
John Dornier, M.D.
Rev. John J. Hughes.
William Browning, M.D.
Secretary's telephone, 834 Prospect.

BOARD OF PAROLE OF THE NEW YORK CITY REFORMATORY OF MIDDLEMAN-ANTS.
Office, No. 148 East Twentieth street.
Patrick A. Whitney, Commissioner of Correction, President.
John B. Mayo, Judge, Special Sessions, Manhattan.
Robert J. Wilkins, Judge, Special Sessions, Brooklyn.
Frederick B. House, City Magistrate, First Division.
Edward J. Dooley, City Magistrate, Second Division.
Samuel B. Hamburger, John C. Heintz, Maria Maggio, Richard E. Troy.
Thomas E. Mianick, Secretary.
Telephone, 1047 Gramercy.

BOARD OF REVISION OF ASSESSMENTS.
William A. Prendergast, Comptroller.
Archibald E. 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.
Waldo Smith, Chief Engineer.
Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 4310 Cortlandt.

COMMISSIONER OF ACCOUNTS.
Raymond B. Foodick, Commissioner of Accounts.
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.

CHANGE OF GRADE DAMAGE COMMISSION.
Office of the Commission, Room 223, No. 280 Broadway (Stewart Building), Borough of Manhattan, New York City.
William D. Dickey, Cambridge Livingston, David Robinson, Commissioners. Lamont McLoughlin, Clerk.
Regular advertised meetings on Monday, Tuesday and Thursday of each week at 2 o'clock p. m.
Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 3234 Worth.

CITY CLERK AND CLERK OF THE BOARD OF ALDERMEN.
City Hall, Rooms 11, 12; 10 a. m. to 4 p. m.; Saturdays, 10 a. m. to 12 m.
Telephone, 7560 Cortlandt.
P. J. Scully, City Clerk and Clerk of the Board of Aldermen.

Joseph F. Prendergast, First Deputy.
John T. Oakley, Chief Clerk of the Board of Aldermen.
Joseph V. Sculley, Clerk, Borough of Brooklyn.
Matthew McCabe, Deputy City Clerk, Borough of The Bronx.
George D. Frenz, Deputy City Clerk, Borough of Queens.
Joseph F. O'Grady, Deputy City Clerk, Borough of Richmond.

CITY RECORD OFFICE.
Supervisor's Office, 8th floor, Park Row Building, No. 21 Park Row.
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 1305 and 1506 Cortlandt.
Distributing Division, Nos. 96 and 98 Reade street, near West Broadway.
David Ferguson, Supervisor.
Henry McMillen, Deputy Supervisor.
C. McKemie, Secretary.

COMMISSIONER OF LICENSES.
Office, No. 277 Broadway.
Herman Robinson, Commissioner.
Samuel Prince, Deputy Commissioner.
John J. Caldwell, Secretary.
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 2828 Worth.

COMMISSIONERS OF SINKING FUND.
William J. Gaynor, Mayor, Chairman; William A. Prendergast, Comptroller; Robert E. Moore, Chamberlain; John Purroy Mitchell, President of the Board of Aldermen; and Frank L. Dowling, Chairman Finance Committee, Board of Aldermen, members; Henry J. Walsh, Deputy Chamberlain, Secretary.
Office of Secretary, Room 69, Stewart Building, No. 280 Broadway, Borough of Manhattan.
Telephone, 4270 Worth.

DEPARTMENT OF BRIDGES.
No. 13-21 Park Row.
Arthur J. O'Keefe, Commissioner.
William H. Sinnott, Deputy Commissioner.
Edgar E. Schiff, Secretary.
Office hours, 9 a. m. to 4 p. m.
Saturdays, 9 a. m. to 12 m.
Telephone, 6980 Cortlandt.

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

DEPARTMENT OF DOCKS AND FERRIES.
Pier "A," N. R. Battery place.
Telephone, 300 Reector.
Calvin Tomkins, Commissioner.
B. F. Crespo, Jr., First Deputy Commissioner.
William J. Barney, Second Deputy Commissioner.
Matthew J. Harrington, Secretary.
Office hours, 9 a. m. to 4 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 the month of August, 9 a. m. to 4 p. m.); Saturdays, 9 a. m. to 12 m.
Telephone, 5590 Plain.
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 Wednesday in every month, except July and August.
Richard B. Alderott, Jr., John C. Bamberger (Mrs.), Nicholas J. Barone, Charles E. Bruce, M. D., Thomas W. Canavan, James E. Cropper, Francis F. Cunningham, Thomas J. DeLoach, Martha Lincoln Dwyer, John E. Egan, James E. Finner, Alexander Ferra, George J. Gifford, John Greene, Robert L. Harrison, Louis H. Hays, M. D., Max Katzeneberg, Olive Laventritt (Miss), Jeremiah T. Mahoney, Albert E. Mac, John Martin, Robert E. McCafferty, Dennis J. McDonald, M.

D. Patrick F. McGowan, Herman A. Metz, Ralph McKee, Frank W. Mayer, Augustus G. Miller, George C. Miller, Louis Newman, Antonio Pisani, M. D., Allen Lee Post (Mrs.), Helen C. Robbins (Mrs.), Arthur S. Somers, Abraham Stern, M. Samuel Stern, Cornelius J. Sullivan, James E. Sullivan, Michael J. Sullivan, Bernard Suydam, Robert B. Thomas, John E. Thompson, Alphonse Weiner, John Whalen, Frank D. Wiley, George W. Wingate, Egerton L. Winthrop, Jr., members of the Board.
Egerton L. Winthrop, Jr., President.
John Greene, Vice-President.
A. Emerson Palmer, Secretary.
Fred H. Johnson, Assistant Secretary.
C. E. J. Snyder, Superintendent of School Buildings.
Patrick Jones, Superintendent of School Supplies.
Henry R. M. Cook, Auditor.
Thomas A. Dillon, Chief Clerk.
Henry M. Leipsiger, Supervisor of Lectures.
Claude G. Leland, Superintendent of Libraries.
A. J. Maguire, Supervisor of Janitors.

BOARD OF SUPERINTENDENTS.
William H. Maxwell, City Superintendent of Schools, and Andrew W. Edson, John H. Haaren, Clarence E. Meloney, Thomas S. O'Brien, Edward B. Shallow, Edward L. Stevens, Gustave Stranbenmuller, John H. Walsh, Associate City Superintendents.
DISTRICT SUPERINTENDENTS.
Darwin L. Bardwell, William A. Campbell, John J. Chickering, John W. Davis, John Dwyer, James M. Edmell, Matthew J. Elgas, William L. Ettinger, Cornelius E. Franklin, John Griffin M. D., Ruth E. Granger, John L. N. Hunt, Henry W. Jameson, James Lee, Charles W. Lyon, James J. McCabe, William J. O'Shea, Julia Richman, Alfred T. Schauflier, Albert Shields, Edgar Dubs Shimer, Seth T. Stewart, Edward W. Stitt, Grace C. Strachan, Joseph S. Taylor, Joseph H. Wade.

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

BOARD OF RETIREMENT.
Egerton L. Winthrop, Jr., Abraham Stern, Cornelius J. Sullivan, William H. Maxwell, Josephine E. Rogers, Mary A. Curtis, Lyman A. Best, Principal P. S. 108, Brooklyn, Secretary.
(Telephone, 1470 East New York).

DEPARTMENT OF FINANCE.
Stewart Building, Chambers street and Broadway, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 1200 Worth.
WILLIAM A. PRENDERGAST, Comptroller.
Douglas Mathewson and Edmund D. Fisher, Deputy Comptrollers.
Hubert L. Smith, Assistant Deputy Comptroller.
George L. Tirrell, Secretary to the Department.
Arthur C. McKeever, Clerk to the Comptroller.
Thomas W. Hynes, Supervisor of Charitable Institutions.
Walter S. Wolfe, Chief Clerk.

BUREAU OF AUDIT.
Charles S. Hervey, Chief Auditor of Accounts, Room 29.
Duncan Mac Innes, 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.
James Tilden Adamson, Supervising Statistician and Examiner, Room 180.

STOCK AND BOND DIVISION.
James J. Sullivan, Chief Stock and Bond Clerk, Room 85.

OFFICE OF THE CITY PAYMASTER.
No. 83 Chambers street and No. 65 Reade street.
John H. Timmerman, City Paymaster.

DIVISION OF REAL ESTATE.
Charles A. O'Malley, Appraiser of Real Estate, Room 103, No. 280 Broadway.

DIVISION OF AWARDS.
Joseph R. Kenny, Bookkeeper in Charge, Rooms 155 and 157, No. 280 Broadway.

BUREAU FOR THE COLLECTION OF TAXES.
Borough of Manhattan—Stewart Building.

Room 13.
Frederick H. E. Ebsstein, 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 2-3.

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

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

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

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

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

BUREAU FOR THE COLLECTION OF ASSESSMENTS AND ARREARS.

Borough of Manhattan, Stewart Building, Room E.

Daniel Moynahan, Collector of Assessments and Arrears.

George W. Wamaker, 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.

Bernard H. Fee, Clerk, Acting 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.

BUREAU OF THE CHAMBERLAIN.

Stewart Building, Chambers street and Broadway, Rooms 63 to 67.

Robert E. Moore, Chamberlain.

Henry J. Walsh, Deputy Chamberlain.

Office hours, 9 a. m. to 5 p. m.
Telephone, 4270 Worth.

DEPARTMENT OF HEALTH.

Southwest corner of Fifty-fifth street and Sixth avenue, Borough of Manhattan.

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

Burial Permit and Contagious Disease offices always open.

Telephone, 4900 Columbus.

Ernst J. Lederle, Commissioner of Health and President.

Alvah H. Doty, M. D.; Rhinelander Waldo, Commissioners.

Eugene W. Scheffer, Secretary.

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

Walter Bessel, M. D., Sanitary Superintendent.

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

James McC. Miller, Chief Clerk.

Borough of Manhattan.

Alonso Blauvelt, M. D., Assistant Sanitary Superintendent; George A. Roberts, Assistant Chief Clerk.

Charles J. Burke, 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, Wiloughby 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.

John T. Sprague, M. D., Assistant Sanitary Superintendent; Charles E. Hoyer, Assistant Chief Clerk.

DEPARTMENT OF PARKS.

Charles E. Stover, Commissioner of Parks for the Boroughs of Manhattan and Richmond, and President Park Board.

Clinton H. Smith, Secretary.

Offices, Arsenal, Central Park.

Telephone, 201 Plaza.

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

Michael J. Kennedy, Commissioner of Parks for the Borough of Brooklyn.

Offices, Lithfield Mansion, Prospect Park, Brooklyn.

Office hours, 9 a. m. to 5 p. m.; July and August, 9 a. m. to 4 p. m.

Telephone, 2300 South.

Thomas J. Higgins, Commissioner of Parks for the Borough of The Bronx.

Office, Zbrowski Mansion, Claremont Park.

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

Telephone, 2640 Tremont.

Walter G. Eliot, Commissioner of Parks for the Borough of Queens.

PERMANENT CENSUS BOARD.

Hall of Board of Education, No. 500 Park avenue, third floor. Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

The Mayor, City Superintendent of Schools and Police Commissioner, George H. Chatfield, Secretary.

Telephone, 5752 Plaza.

DEPARTMENT OF PUBLIC CHARITIES.

PRINCIPAL OFFICE.

Foot of East Twenty-sixth street, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone, 7400 Madison Square.

Michael J. Drummond, Commissioner.

Frank J. Goodwin, First Deputy Commissioner.

William J. McKenna, Third Deputy Commissioner.

Thomas L. Fogarty, Second Deputy Commissioner for Brooklyn and Queens, Nos. 327 to 331 Schermerhorn street, Brooklyn. Telephone, 2977 Main.

J. McKee Borden, Secretary.

Plans and Specifications, Contracts, Proposals and estimates for Work and Materials for Building, Repairs and Supplies, Bills and Accounts, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

Bureau of Dependent Adults, foot of East Twenty-sixth street. Office hours, 9 a. m. to 5 p. m.

The Children's Bureau, No. 124 East 59th street. Office hours, 9 a. m. to 5 p. m.

Jeremiah Connelly, Superintendent for Richmond Borough, Borough Hall, St. George, Staten Island.

Telephone, 1000 Tompkinsville.

DEPARTMENT OF STREET CLEANING.

Nos. 13 to 21 Park row, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone, 3863 Cortlandt.

William H. Edwards, Commissioner.

James F. Lynch, Deputy Commissioner, Borough of Manhattan.

Julian Scott, Deputy Commissioner, Borough of Brooklyn.

James F. O'Brien, Deputy Commissioner, Borough of The Bronx.

John J. O'Brien, Chief Clerk.

DEPARTMENT OF TAXES AND ASSESSMENTS.

Hall of Records, corner of Chambers and Centre streets. Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

Commissioners—Lawson Purdy, President; Chas. J. McCormack, John J. Halleran, Charles T. White, Daniel S. McElroy, Edward Kaufmann, Judson G. Wall.

Telephone, 3900 Worth.

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

Nos. 13 to 21 Park row, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

Telephones: Manhattan, 5962 Cortlandt; Brooklyn, 3980 Main; Queens, 1900 Greenpoint; Richmond, 840 Tompkinsville; Bronx, 3400 Tremont.

Henry S. Thompson, Commissioner.

J. W. F. Bennett, Deputy Commissioner.

Frederic T. Parsons, Deputy Commissioner, Borough of Brooklyn. Municipal Building, Brooklyn.

John L. Jordan, Deputy Commissioner, Borough of The Bronx, Municipal Building, The Bronx.

M. P. Walsh, Deputy Commissioner, Borough of Queens, Municipal Building, Long Island City.

John E. Rowe, Deputy Commissioner, Borough of Richmond, Municipal Building, St. George.

EXAMINING BOARD OF PLUMBERS.

Edwin Hayward, President.

James J. Donahue, Secretary.

August C. Schwager, Treasurer.

Rooms Nos. 14, 15 and 16, Aldrich Building, Nos. 149 and 151 Church street.

Telephone, 6472 Barclay.

Office open during business hours every day in the year (except legal holidays). Examinations are held on Monday, Wednesday and Friday after 1 p. m.

FIRE DEPARTMENT.

Headquarters: Office hours for all, from 9 a. m. to 5 p. m.; Saturdays, 12 m. Central offices and fire stations open at all hours.

OFFICES.

Headquarters of Department, Nos. 157 and

159 East 67th street, Manhattan. Telephone, 640 152a.
 Brooklyn office, Nos. 365 and 367 Jay street, Brooklyn. Telephone, 2653 Main.
 Joseph Johnson, Commissioner.
 George W. Olvany, Deputy Commissioner.
 Phillip P. Farley, Deputy Commissioner, Boroughs of Brooklyn and Queens.
 Daniel E. Finn, Secretary of Department.
 Lloyd Dorsey Willis, Secretary to Commissioner.

Walter J. Nolan, Secretary to Deputy Commissioner, Boroughs of Brooklyn and Queens.
 John Kenlon, Acting Chief of Department and in charge, Bureau of Violations and Auxiliary Fire Appliances; offices, Nos. 157 and 159 East 67th street, Manhattan. Brooklyn branch, Bureau of Violations and Auxiliary Fire Appliances, No. 365 Jay street, Brooklyn.
 Thomas Lally, Deputy Chief in charge, Boroughs of Brooklyn and Queens.
 Electrical Engineer, John C. Rennard, in charge, Fire Alarm Telegraph Bureau. Office, No. 157 East 67th street, Manhattan.
 Bureau of Repairs and Supplies: Deputy Chief William Guerin in charge.
 Bureau of Combustibles: Inspector of Combustibles, David I. Kelly, in charge, Manhattan, The Bronx and Richmond.
 Oil Surveyor, James J. Nevins, temporarily in charge, Brooklyn and Queens.
 Fire Marshals: William L. Beers, Manhattan, The Bronx and Richmond; Thomas P. Brophy, Brooklyn and Queens.

LAW DEPARTMENT.

OFFICE OF CORPORATION COUNSEL.
 Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
 Main office, Hall of Records, Chambers and Centre streets, 6th and 7th floors.
 Telephone, 4600 Worth.
 Archibald R. Watson, Corporation Counsel.
 Assistants—Theodore Connolly, George L. Sterling, Charles D. Olendorf, William P. Burr, R. Percy Chittenden, William Beers Crowell, John L. O'Brien, Terence Farley, Edward J. McGoldrick, Curtis A. Peters, Cornelius F. Collins, John F. O'Brien, Edward S. Malone, Edwin J. Freedman, Louis H. Hahlo, Frank B. Pierce, Richard H. Mitchell, John Widdcombe, Arthur Sweney, William H. King, George P. Nicholson, George Harold Folwell, Dudley F. Malone, Charles J. Nehrbas, William J. O'Sullivan, Harford P. Walker, Josiah A. Stover, Arnold C. Weil, Francis J. Byrne, Francis Martin, Charles McIntyre, Clarence L. Barber, Alfred W. Booram, George H. Cowie, Solon Berwick, James P. O'Connor, Elliott S. Benedict, Isaac Phillips, Edward A. McShane, Eugene Fay, Ricardo M. DeAcosta, John M. Barrett, Frank P. Reilly, Leon G. Godley, Alexander C. MacNulty, Samuel Hoffmann.
 Secretary to the Corporation Counsel—Edmund Kirby, Jr.
 Chief Clerk—Andrew T. Campbell.
 Brooklyn office, Borough Hall, 2d floor. Telephone, 2948 Main. James D. Bell, Assistant in charge.

BUREAU OF STREET OPENINGS.

Main office, No. 90 West Broadway. Telephone, 5070 Barclay. Joel J. Squier, Assistant in charge.
 Brooklyn branch office, No. 166 Montague street. Telephone, 3670 Main. Edward Riegelmann, Assistant in charge.
 Queens branch office, Municipal Building, Court House Square, Long Island City. Telephone, 3010-11 Greenpoint. Joseph J. Myers, Assistant in charge.

BUREAU FOR THE RECOVERY OF PENALTIES.
 No. 119 Nassau street. Telephone, 4526 Cortlandt. Herman Stiebel, Assistant in charge.

BUREAU FOR THE COLLECTION OF ARREARS OF PERSONAL TAXES.
 No. 280 Broadway, 5th floor. Telephone, 4585 Worth. Geo. O'Reilly, Assistant in charge.

TENEMENT HOUSE BUREAU AND BUREAU OF BUILDINGS.
 No. 44 East Twenty-third street. Telephone, 1961 Gramercy. John P. O'Brien, Assistant in charge.

METROPOLITAN SEWERAGE COMMISSION.
 Office, No. 17 Battery place. George A. Soper, Ph.D., President; James H. Fuertes, Secretary; H. de B. Parsons, Charles Soysmith, Linsly R. Williams, M.D.
 Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
 Telephone, 1694 Recter.

MUNICIPAL CIVIL SERVICE COMMISSION.
 No. 299 Broadway, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
 James Creelman, President; Richard Welling and Alexander Keogh, Commissioners.
 Frank A. Spencer, Secretary.

LABOR BUREAU.
 Nos. 54-60 Lafayette street.
 Telephone, 2140 Worth.

MUNICIPAL EXPLOSIVES COMMISSION.
 Nos. 157 and 159 East 67th street, Headquarters Fire Department.
 Joseph Johnson, Fire Commissioner and ex-officio Chairman; Geo. O. Eaton, Sidney Harris, Peter P. Acritelli, J. Howard Wainwright, R. S. Lundy, Secretary.
 Meeting at call of Fire Commissioner.

POLICE DEPARTMENT.

CENTRAL OFFICE.
 No. 240 Centre street, 9 a. m. to 5 p. m. (months of June, July and August, 9 a. m. to 4 p. m.); Saturdays, 9 a. m. to 12 m.
 Telephone, 3100 Spring.
 Rhineland Waldo, Commissioner.
 Douglas I. McKay, First Deputy Commissioner.
 George S. Dougherty, Second Deputy Commissioner.
 John J. Walsh, Third Deputy Commissioner.
 James E. Dillon, Fourth Deputy Commissioner.
 William H. Kipp, Chief Clerk.

PUBLIC SERVICE COMMISSION.
 The Public Service Commission for the First District, Tribune Building, No. 154 Nassau street, Manhattan.
 Office hours, 8 a. m. to 11 p. m., every day in the year, including holidays and Sundays.
 Stated public meetings of the Commission, Tuesdays and Fridays at 12 m., in the Public Hearing Room of the Commission, third floor of the Tribune Building, unless otherwise ordered.
 Commissioners—William R. Willcox, Chairman; William McCarrall, Milo R. Maltbie, John E. Eustis, J. Sergeant Cram, Counsel, George S. Coleman. Secretary, Travis H. Whitney.
 Telephone, 4150 Beekman.

TENEMENT HOUSE DEPARTMENT.
 Manhattan Office, No. 44 East Twenty-third street.
 Telephone, 5331 Gramercy.
 John J. Murphy, Commissioner.
 Wm. H. Abbott, Jr., First Deputy Commissioner.

Brooklyn Office (Boroughs of Brooklyn, Queens and Richmond), branch office, No. 503 Fulton street.
 Telephone, 3825 Main.
 Frank Mann, Second Deputy Commissioner.
 Bronx Office, No. 391 East 149th street, northwest corner of Melrose avenue and 149th street.
 Telephone, 967 Melrose.
 Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

BOROUGH OFFICES.

BOROUGH OF MANHATTAN.

Office of the President, Nos. 14, 15 and 16 City Hall, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
 George McAneny, President.
 Leo Arnstein, Secretary of the Borough.
 Julian B. Besty, Secretary to the President.
 Edgar Victor Frothingham, Commissioner of Public Works.
 W. R. Patterson, Assistant Commissioner of Public Works.
 Rudolph P. Miller, Superintendent of Buildings.
 Robert B. Insley, Superintendent of Public Buildings and Offices.
 Telephone, 6723 Cortlandt.

BOROUGH OF THE BRONX.

Office of the President, corner Third avenue and One Hundred and Seventy-seventh street; 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
 Cyrus C. Miller, President.
 George Donnelly, Secretary.
 Thomas W. Whittle, Commissioner of Public Works.
 James A. Henderson, Superintendent of Buildings.
 Arthur J. Lary, Superintendent of Highways.
 Roger W. Bligh, Superintendent of Public Buildings and Offices.
 Telephone, 2680 Tremont.

BOROUGH OF BROOKLYN.

President's Office, Nos. 15 and 16 Borough Hall; 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
 Alfred E. Steers, President.
 Reuben L. Haskell, Borough Secretary.
 John B. Creighton, Secretary to the President.
 Lewis H. Pounds, Commissioner of Public Works.
 John Thatcher, Superintendent of Buildings.
 William J. Taylor, Superintendent of the Bureau of Sewers.
 Howard L. Woody, Superintendent of the Bureau of Public Buildings and Offices.
 Frederick Lind, Superintendent of Highways.

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, 1900 Greenpoint.
 Lawrence Gresser, President.
 John N. Booth, Secretary.
 Walter H. Bunn, Commissioner of Public Works.
 Emanuel Linden, Superintendent of Highways.
 John J. Simmona, Superintendent of Buildings.
 Oliver Stewart Hardgrove, Superintendent of Sewers.
 Arrow C. Hankins, Superintendent of Street Cleaning.
 Joseph Sullivan, Superintendent of Public Buildings and Offices, Flushing. Telephone, 1740 Flushing.

BOROUGH OF RICHMOND.

President's Office, New Brighton, Staten Island.
 George Cromwell, President.
 Maybury Fleming, Secretary.
 Louis Lincoln Tribus, Consulting Engineer and Acting Commissioner of Public Works.
 John Seaton, Superintendent of Buildings.
 H. E. Buel, Superintendent of Highways.
 John T. Fetherston, Assistant Engineer and Acting Superintendent of Street Cleaning.
 Ernest H. Seehusen, Superintendent of Sewers.
 John Timlin, Jr., Superintendent of Public Buildings and Offices.
 Offices, Borough Hall, New Brighton, N. Y., 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
 Telephone, 1000 Tompkinsville.

CORONERS.

Borough of The Bronx—Corner of Third avenue and Tremont avenue. Telephone, 1250 Tremont and 1402 Tremont.
 A. F. Schwannecke, Jacob Shongut.
 Borough of Brooklyn—Offices, Rooms 1 and 3, Municipal Building. Telephone, 4004 Main and 4005 Main.
 Alexander J. Rooney, Edward Glincea, Coroners.
 Open all hours of the day and night.
 Borough of Manhattan—Office, Criminal Courts Building, Centre and White streets. Open at all times of the day and night.
 Coroners: Israel L. Feinberg, Herman Helenstein, James E. Winterbottom, Herman W. Holtzhauser.
 Boroughs, 1094, 5057, 5058 Franklin.
 Telephone 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 for the transaction of business all hours of the day and night.
 William H. Jackson, Coroner.
 Telephone, 7 Tompkinsville.

COUNTY OFFICES.

NEW YORK COUNTY.

COMMISSIONER OF JUDGES.
 Room 127, Stewart Building, Chambers street and Broadway, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
 Thomas Allison, Commissioner.
 Frederick P. Simpson, Assistant Commissioner.
 Telephone, 2141 Worth.

COMMISSIONER OF RECORDS.

Office, Hall of Records.
 William S. Andrews, Commissioner.
 James O. Farrell, Deputy Commissioner.
 Telephone, 3900 Worth.
 Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
 During the months of July and August the hours are from 9 a. m. to 2 p. m.

COUNTY CLERK.

Nos. 5, 8, 9, 10 and 11 New County Court House.
 Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
 William F. Schneider, County Clerk.
 Charles E. Gehring, Deputy.
 Herman W. Beyer, Secretary.
 Telephone, 5388 Cortlandt.

DISTRICT ATTORNEY.

Building for Criminal Courts, Franklin and Centre streets.
 Office hours from 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
 Charles S. Whitman, District Attorney.
 Henry D. Saver, 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. Hoon, Public Administrator.
 Telephone, 6376 Cortlandt.

REGISTER.

Hall of Records. Office hours, from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. During the months of July and August the hours are from 9 a. m. to 2 p. m.
 Max S. Grifenhagen, Register.
 William Halpin, Deputy Register.
 Telephone, 5900 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.
 John S. Shea, Sheriff.
 John B. Cartwright, Under Sheriff.
 Telephone, 4984 Worth.

SURROGATE.

Hall of Records. Court open from 9 a. m. to 4 p. m., except Saturdays, 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 F. Cahalan and Robert L. Fowler, Surrogates; William V. Lamy, Chief Clerk.
 Telephone, 5900 Worth.

KINGS COUNTY.

COMMISSIONER OF JUDGES.

5 County Court-house.
 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.
 Charles H. Giff, Commissioner.
 Telephone, 1114 Main.
 Telephone, 1082 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.
 Henry P. Molloy, County Clerk.
 William J. Heffernan, Deputy County Clerk.
 Telephone call, 4900 Main.

COUNTY COURT.

County Court-house, Brooklyn, Rooms 1, 10, 14, 17, 18, 22 and 23. Court opens at 10 a. m. daily and sits until business is completed.
 Part I., Room No. 23; Part II., Room No. 10; Part III., Room No. 14; Part IV., Room No. 1.
 Court House. Clerk's office, Rooms 17, 18, 19 and 22, open daily from 9 a. m. to 5 p. m.; Saturdays, 12 m.
 Norman S. Dike and Lewis L. Fawcett, County Judges.
 Thomas F. Wigan, Deputy Clerk.
 Telephone, 4154 and 4155 Main.

DISTRICT ATTORNEY.

Office, County Court-house, Borough of Brooklyn. Hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
 John F. Clarke, District Attorney.
 Telephone number, 2953-67 Main.

PUBLIC ADMINISTRATOR.

No. 44 Court street (Temple Bar), Brooklyn. 9 a. m. to 5 p. m.
 Charles E. Teale, Public Administrator.
 Telephone, 2840 Main.

REGISTER.

Hall of Records. Office hours, 9 a. m. to 4 p. m., excepting months of July and August, then from 9 a. m. to 2 p. m., provided for by statute; Saturdays, 9 a. m. to 12 m.
 Frederick Lundy, Register.
 Owen J. Murphy, Deputy Register.
 Telephone, 2830 Main.

SHERIFF.

Temple Bar Building, 186 Remsen street, Room 401, Brooklyn, N. Y.
 9 a. m. to 4 p. m.; Saturdays, 12 m. to 2 p. m.
 Patrick H. Quinn, Sheriff.
 John Morrissey Gray, Under Sheriff.
 Telephone, 6445, 6446, 6447 Main.

SURROGATE.

Hall of Records, Brooklyn, N. Y.
 Herbert T. Ketcham, Surrogate.
 John H. McCoohey, Chief Clerk and Clerk of the Surrogate's Court.
 Court opens at 10 a. m. Office hours, 9 a. m. to 4 p. m., except during months of July and August, when office hours are from 9 a. m. to 2 p. m.; Saturdays, 9 a. m. to 12 m.
 Telephone, 3954 Main.

QUEEN'S COUNTY.

COMMISSIONER OF JUDGES.

Office hours, 9 a. m. to 4 p. m.; July and August, 9 a. m. to 2 p. m.; Saturdays, 9 a. m. to 12 m.; Queens County Court-house, Long Island City.
 George H. Creed, Commissioner of Judges.
 Rodman Richardson, Assistant Commissioner.
 Telephone, 435 Greenpoint.

COUNTY CLERK.

No. 364 Fulton street, Jamaica, Fourth Ward Borough of Queens, City of New York.
 Office open, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
 Martin Mager, County Clerk.
 Telephone, 151 Jamaica.

COUNTY COURT.

County Court-house, Long Island City.
 County Court opens at 10 a. m. Trial Terms begin first Monday of each month, except July, August and September. Special Terms each Saturday, except during August and first Saturday of September.
 County Judge's office always open at No. 336 Fulton street, Jamaica, N. Y.
 Bert J. Humphrey, County Judge.
 Telephone, 551 Jamaica.

DISTRICT ATTORNEY.

Office, Queens County Court-house, Long Island City, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
 Fred G. De Witt, District Attorney.
 Telephone, 2986 and 2987 Greenpoint.

PUBLIC ADMINISTRATOR.

No. 17 Cook avenue, Elmhurst.
 John T. Robinson, Public Administrator.
 County of Queens.
 Office hours, 9 a. m. to 5 p. m.
 Telephone, 335 Newtown.

SHERIFF.

County Court-house, Long Island City, 9 a. m. to 4 p. m.; during July and August, 9 a. m. to 2 p. m.; Saturdays, 9 a. m. to 12 m.
 Thomas M. Quinn, Sheriff.
 John M. Phillips, Under Sheriff.
 Telephone, 2741 and 2743 Greenpoint (office).
 Henry O. Salath, Warden.
 Telephone, 372 Greenpoint.

SURROGATE.

Daniel Noble, Surrogate.
 Office, No. 364 Fulton street, Jamaica.
 Except on Sundays, holidays and half-holidays, the office is open from 9 a. m. to 4 p. m.; Saturdays, from 9 a. m. to 12 m. July and August, 9 a. m. to 2 p. m.
 The calendar is called on each week day at 10 a. m., except during the month of August.
 Telephone, 397 Jamaica.

RICHMOND COUNTY.

COMMISSIONER OF JUDGES.

Village Hall, Stapleton.
 Charles J. Kullman, Commissioner.
 Office open from 9 a. m. until 4 p. m.; Saturdays, from 9 a. m. to 12 m.
 Telephone, 81 Tompkinsville.

COUNTY CLERK.

County Office Building, Richmond, S. I., 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
 C. Livingston Botwick, County Clerk.
 Telephone, 28 New Dorp.

COUNTY JUDGE AND SURROGATE.

Terms of Court, Richmond County, 1911:
 County Court—Sidney Fuller Rawson, County Judge.
 Telephones, 235 New Dorp and 1000 Tompkinsville.

DISTRICT ATTORNEY.

Borough Hall, St. George, S. I.
 Albert C. Fach, District Attorney.
 Telephone, 50 Tompkinsville.
 Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.

PUBLIC ADMINISTRATOR.

Office, Fort Richmond.
 William T. Holt, Public Administrator.
 Telephone, 704 West Brighton.

SHERIFF.

County Court-house, Richmond, S. I.
 John J. Collins, Sheriff.
 Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
 Telephone, 120 New Dorp.

THE COURTS.

APPELLATE DIVISION OF THE SUPREME COURT.

FIRST JUDICIAL DEPARTMENT.
 Court-house, Madison square, corner Twenty-fifth street. Court open from 2 p. m. until 6 p. m. (Friday). Motion day. Court opens at 10.30 a. m. Motions called at 10 m.
 George L. Ingraham, Presiding Justice; Chester B. McLaughlin, Frank C. Laughlin, John Proctor Clarke, Francis M. Scott, Nathan L. Miller, Victor J. Dowling, Justices; Alfred Wagstaff, Clerk; William Lamb, Deputy Clerk.
 Clerk's Office opens 9 a. m.
 Telephone, 3840 Madison Square.

SUPREME COURT—FIRST DEPARTMENT.
 County Court-house, Chambers street. Court open from 10.15 a. m. to 4 p. m.
 Telephone, 4580 Cortlandt.

SUPREME COURT—SECOND DEPARTMENT.
 Kings County Court-house, Borough of Brooklyn, N. Y.
 Clerk's office hours, 9 o'clock a. m. to 5 o'clock p. m. Seven jury trial parts. Special Term for Trials. Special Term for Motions. Special Term ex parte business.
 James F. McGee, General Clerk.
 Telephone, 5-60 Main.

CRIMINAL DIVISION—SUPREME COURT.
 Building for Criminal Courts, Centre, Elm, White and Franklin streets.
 Court opens at 10.30 a. m.
 William F. Schneider, Clerk, Supreme Court.
 Clerk's Office open from 9 a. m. to 4 p. m.
 During July and August Clerk's Office will close at 2 p. m., and on Saturdays at 12 m.

COURT OF GENERAL SESSIONS.
 Held in the Building for Criminal Courts, Centre, Elm, White and Franklin streets.
 Court opens at 10.30 a. m.
 William F. Schneider, Clerk, Supreme Court.
 Clerk's Office open from 9 a. m. to 4 p. m.
 During July and August Clerk's Office will close at 2 p. m., and on Saturdays at 12 m.

CITY COURT OF THE CITY OF NEW YORK.
 No. 32 Chambers street, Brownstone Building, City Hall Park, from 10 a. m. to 4 p. m.
 Special Term Chambers will be held from 10 a. m. to 4 p. m.
 Clerk's Office open from 9 a. m. to 4 p. m.
 Telephone, 122 Cortlandt.

COURT OF GENERAL SESSIONS.
 Building for Criminal Courts, Centre street, between Franklin and White streets, Borough of Manhattan.
 Court opens at 10 a. m.
 Part I., Criminal Courts Building, Borough of Manhattan. John P. Hilly, Clerk. Telephone, 2092 Franklin.

Part II., County Court House, Room 7, Borough of Brooklyn. This part is held on Mondays, Thursdays and Fridays. Joseph L. Merriman, Clerk. Telephone, 4280 Main.
 Part III., Town Hall, Jamaica, Borough of Queens. This part is held on Tuesdays. H. S. Moran, Clerk. Telephone, 189 Jamaica.
 Part IV., Borough Hall, St. George, Borough of Richmond. This part is held on Wednesdays. Robert Brown, Clerk. Telephone, 49 Tompkinsville.

CHILDREN'S COURT.
 New York County—No. 66 Third avenue, Manhattan. Ernest K. Coulter, 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 Ollendorf, Clerk. This court is held on Thursdays.
 Richmond County—Corn Exchange Bank Bldg., St. George, S. I. William J. Brown, Clerk. This court is held on Tuesdays. Office open every day (except Sundays and holidays) from 9 a. m. to 4 p. m. On Saturdays from 9 a. m. to 12 m.

CITY MAGISTRATES' COURT.
 First Division.
 Court opens from 9 a. m. to 4 p. m.
 Telephone, 6213 Spring.

First District—Criminal Courts Building.
 Second District—Jefferson Market.
 Third District—Second avenue and First street.
 Fourth District—No. 151 East Fifty-seventh street.
 Fifth District—One Hundred and Twenty-first street, southeastern corner of Sylvia place.
 Sixth District—One Hundred and Sixty-first street and Brook avenue.
 Seventh District—No. 314 West Fifty-fourth street.
 Eighth District—Main street, Westchester.

Ninth District (Night Court for Females)—125 Sixth avenue.
Tenth District (Night Court for Males)—No. 151 East Fifty-seventh street.
Eleventh District—Domestic Relations Court—No. 151 East Fifty-seventh street.
Second Division.

Borough of Brooklyn.
Otto Kempner, Chief City Magistrate; Edward J. Dooley, John Naumer, A. V. B. Voorhees, Jr., Alexander H. Geismar, John F. Hyman, Howard P. Nash, Moses J. Harris, Charles J. Dodd, John C. McGuire, Louis H. Reynolds, City Magistrates.
Office of Chief Magistrates, 44 Court street, Rooms 209-214. Telephone, 7411 Main.
William F. Delaney, Chief Clerk.
Archibald J. McKinney, Chief Probation Officer.

Courts.
First District—No. 318 Adams street.
Second District—Court and Butler streets.
Fourth District—No. 6 Lee avenue.
Fifth District—No. 249 Manhattan avenue.
Sixth District—No. 495 Gates avenue.
Seventh District—No. 31 Snider avenue (Flat bush).
Eighth District—West Eighth street (Coney Island).
Ninth District—Fifth avenue and Twenty-third street.
Tenth District—No. 133 New Jersey avenue.
Domestic Relations Court—Myrtle and Vanderbilt avenues.

Borough of Queens.
City Magistrates—Matthew J. Smith, Joseph Fitch, Maurice E. Connolly, Eugene C. Gilroy.
Courts.
First District—St. Mary's Lyceum, Long Island City.
Second District—Town Hall, Flushing, L. I.
Third District—Central avenue, Far Rockaway, L. I.
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 Division—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.
Wauhope Lynn, William F. Moore, John Hoyer, Justices.
Thomas O'Connell, 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.
Additional Part is held at southwest corner of Sixth avenue and Tenth street.
Telephone, 6030 Franklin.

Second District.
Benjamin Hoffman, Leon Sanders, Thomas P. Dinneen, Leonard A. Snitkin, Justices.
James J. Devlin, Clerk.
Location of Court—Nos. 264 and 266 Madison street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.
Telephone, 4300 Orchard.

Third District.
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.
Michael F. Blake, William J. Boyhan, Justices.
Abram Bernard, Clerk.
Location of Court—Part I. and Part II., No. 151 East Fifty-seventh 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, 3860 Plaza.

Fifth District.
Alfred P. W. Seaman, William Young, Frederick Spiegelberg, Justices.
John H. Servis, Clerk.
Location of Court—Southwest corner of Broadway and Ninety-sixth street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.
Telephone, 4006 Riverside.

Sixth District.
Jacob Marks, Solomon Oppenheimer, Justices.
Edward A. McQuade, Clerk.
Location of Court—Northwest corner of Third avenue and Eighty-third street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 4343 Lenox.

Seventh District.
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.
Joseph P. Fallon and Leopold Prince, Justices.
William J. Kennedy, Clerk.
Location of Court—Sylvan place and One Hundred and Twenty-first street, near Third avenue. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.
Telephone, 3550 Harlem.

Ninth District.
Edgar J. Lauer, Frederic De Witt Wells, Frank D. Sturges, William C. Wilson, Justices.
William J. Chamberlain, Clerk.
Location of Court—Southwest corner of Madison avenue and Fifty-ninth street. Parts I. and II. Court opens at 9 a. m. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 3873 Plaza.

Borough of The Bronx.
First District.
Peter A. Shell, Justice.
Stephen Collins, Clerk.
Office hours from 9 a. m. to 4 p. m.; Saturdays closing at 12 m.
Telephone, 457 Westchester.

Second District.
John M. Tierney, Justice. Thomas A. Maher, Clerk.
Telephone, 3043 Melrose.

Borough of Brooklyn.
First District.
Court-house, northwest corner of State and Court streets. Parts I. and II.
Eugene Conran, Justice. Edward Moran, Clerk.
Clerk's Office open from 9 a. m. to 4 p. m., Sundays and legal holidays excepted.

Second District.
Court-room, No. 495 Gates avenue.
John R. Farrar, George Freifeld, Justices.
Franklin B. Van Wart, Clerk.
Clerk's Office open from 8.45 a. m. to 4 p. m., Sundays and legal holidays excepted. Saturdays, 8.45 a. m. to 12 m.
Telephone, 304 Bedford.

Third District.
Court-house, Nos. 6 and 8 Lee avenue, Brooklyn.

Philip D. Meagher and William J. Bogenstutz, Justices. John W. Carpenter, Clerk.
Clerk's Office open from 9 a. m. to 4 p. m., Sundays and legal holidays excepted.
Court opens at 9 a. m.
Telephone, 995 Williamsburg.

Fourth District.
Court-room, No. 14 Howard avenue.
Jacob S. Strahl, Justice. Joseph P. McCarthy, Clerk.

Clerk's Office open from 9 a. m. to 4 p. m., Sundays and legal holidays excepted.
Fifth District—Contains the Eighth, Thirtieth and Thirty-first Wards, and so much of the Twenty-second Ward as lies south of Prospect avenue.
Court-house, northwest corner of Fifty-third street and Third avenue (No. 5220 Third avenue).

Cornelius Furgueson, Justice. Jeremiah J. O'Leary, Clerk.

Clerk's Office open from 9 a. m. to 4 p. m., Sundays and legal holidays excepted.
Telephone, 407 Bay Ridge.

Sixth District.
Lucien S. Bayliss and W. Seward Shanahan, Justices. William R. Fagan, Clerk.

Court-house, No. 236 Duffield street.
Telephone, 6166-J Main.

Seventh District—The Seventh District embraces the Twenty-sixth, Twenty-eighth and Thirty-second Wards.
Alexander S. Rosenthal and Edward A. Richards, Justices. Samuel F. Brothers, Clerk.
Court-house, corner Pennsylvania avenue and Fulton street (No. 31 Pennsylvania avenue).
Clerk's Office open from 8.45 a. m. to 4 p. m., Saturdays, 9 a. m. to 12 m. Trial days, Tuesdays, Wednesdays, Thursdays and Fridays. During July and August, 8.45 a. m. to 2 p. m.
Telephones, 904 and 905 East New York.

Borough of Queens.
First District.

Clerk's Office open from 9 a. m. to 4 p. m. each day, excepting Saturdays, closing at 12 m. Trial days, Mondays, Wednesdays and Fridays. All other business transacted on Tuesdays and Thursdays.

Thomas C. Kadien, Justice. John F. Cassidy, Clerk.
Telephone, 2376 Greenpoint.

Second District.
John M. Cragen, Justice. J. Frank Ryan, Clerk.

Trial days, Tuesdays and Thursdays.
Fridays for Jury trials only.
Clerk's Office open from 9 a. m. to 4 p. m., Sundays and legal holidays excepted.
Telephone, 87 Newtown.

Third District.
Alfred Denton, Justice. John H. Nuhn, Clerk.
1908 and 1910 Myrtle avenue, Glendale.
Telephone, 2352 Bushwick.

Clerk's Office open from 9 a. m. to 4 p. m., Trial days, Tuesdays and Thursdays (Fridays for Jury trials only), at 9 a. m.

Fourth District.
Court-house, Town Hall, northeast corner of Fulton street and Flushing avenue, Jamaica.
James F. McLaughlin, Justice. George W. Damon, Clerk.

Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m. Court held on Mondays, Wednesdays and Fridays at 9 a. m.

Telephone, 1654 Jamaica.

Borough of Richmond.
First District—First and Third Wards (Towns of Castleton and Northfield). Court-room, former Village Hall, Lafayette avenue and Second street, New Brighton.

Thomas C. Brown, Justice. Thomas E. Cremins, Clerk.
Clerk's Office open from 8.45 a. m. to 4 p. m.
Telephone, 503 Tompkinsville.

Second District—Second, Fourth and Fifth Wards (Towns of Middletown, Southfield and Westfield). Court-room, former Edgewater Village Hall, Stapleton.

Arnold J. B. Wedemeyer, Justice. William Wedemeyer, Clerk.
Clerk's Office open from 8.45 a. m. to 4 p. m. Court opens at 9 a. m. Calendar called at 9 a. m. Court continued until close of business. Trial days, Mondays, Wednesdays and Fridays.
Telephone, 313 Tompkinsville.

BOARD MEETINGS.

Board of Aldermen.
The Board of Aldermen meets in the Aldermanic Chamber, City Hall, every Tuesday, at 1.30 o'clock p. m.
P. J. SCULLY, City Clerk and Clerk to the Board of Aldermen.

Board of Estimate and Apportionment.
The Board of Estimate and Apportionment meets in the Old Council Chamber (Room 16), City Hall, every Thursday, at 10.30 o'clock a. m.

JOSEPH HAAG, Secretary.

Commissioners of Sinking Fund.
The Commissioners of the Sinking Fund meet in the Meeting Room (Room 16), City Hall, on Wednesdays, at 11 a. m., at call of the Mayor.
HENRY J. WALSH, Deputy Chamberlain, Secretary.

Board of Revision of Assessments.
The Board of Revision of Assessments meets in the Meeting Room (Room 16), City Hall, every Friday, at 11 a. m., upon notice of the Chief Clerk.

JOHN KORB, JR., Chief Clerk.

Board of City Record.
The Board of City Record meets in the City Hall, at call of the Mayor.
DAVID FERGUSON, Supervisor, Secretary.

PUBLIC SERVICE COMMISSION.

INVITATION TO CONTRACTORS.

Land and River Borings.
The City of New York, acting by the Public Service Commission for the First District (hereinafter called "the Commission") invites proposals to make borings along the lines of the following proposed rapid transit railroad routes:

In Manhattan.
Seventh avenue, from 14th to 59th streets.
59th street, from 7th Avenue to 2d avenue, and on 60th street, from 5th avenue to 2d avenue.
Broadway, from 14th street to 42d street.

In Brooklyn.
East 98th street and Livonia avenue.
Nostrand avenue.
Stuyvesant avenue and Utica avenue.

In Manhattan and Brooklyn.
Under-river crossings:
Old Slip-East River-Pineapple street.
Whitehall street-East River-Montague street.
Battery-East River-Atlantic avenue.

The following is a statement, based upon the estimate of the Engineer, of the quantities of the various classes of work and of the nature and extent of the work required:

Approximate Statement of Quantities.
Land borings.
Item 1. Sinking 2½-inch casing, Borough of Manhattan, 4,170 linear feet.
Item 2. Drilling for 1-inch cores, Borough of Manhattan, 1,055 linear feet.

Item 3. Sinking 2½-inch casing, Borough of Brooklyn, 8,790 linear feet.

River Borings.
Item 4. Sinking casing for 1½-inch cores, 8,390 linear feet.
Item 5. Drilling for 1½-inch cores, 1,200 linear feet.

The quantities given in the above schedule are approximate only, being given as a basis for the uniform comparison of bids, and no claim is to be made on account of any excess or deficiency, absolute or relative, in the same.

Sealed bids or proposals will be received at the office of the Commission, at 154 Nassau street, Borough of Manhattan, City of New York, until the 12th day of September, 1911, at twelve (12) o'clock noon, at which time or at a later date to be fixed by the Commission the proposals will be publicly opened.

The Contractor will be required to begin work within ten days after the delivery of the contract and to complete the work as soon as practicable and within a period of six months from the date of the delivery of the contract, unless such period be extended as provided in the form of contract.

No proposal will be received or deposited unless accompanied by a 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 one thousand dollars (\$1,000).

At the time of the delivery of the contract the Contractor will be required to furnish security to the City by giving a bond in the sum of ten thousand dollars (\$10,000).

Partial payments to the Contractor will be made monthly as the work proceeds as provided in the form of contract. A further security to the City ten per centum (10%) of the amount certified from time to time to be due to the Contractor will be retained until the work is fully completed and accepted.

A fuller description of the work to be done is set forth and other requirements, provisions, details and specifications are stated in the Information for Contractors and in the printed form of contract and specifications and the contract drawings. Printed copies of the Information for Contractors and of the forms of contract, specifications, bond and Contractor's Proposal, and copies of the contract drawings may be had on application at the office of the Commission, 154 Nassau street, Borough of Manhattan, City of New York. The Information for Contractors, printed form of contract and specifications and the contract drawings are to be deemed a part of this invitation.

New York, August 18, 1911.
PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, by WILLIAM MCCARROLL, Acting Chairman.
TRAVIS H. WHITNEY, Secretary.

INFORMATION FOR CONTRACTORS.

Land and River Borings.
The City of New York, acting by the Public Service Commission for the First District (hereinafter called "the Commission") invites proposals to make borings along the lines of the following proposed rapid transit railroad routes:

In Manhattan.
7th avenue, from 14th to 59th streets.
59th street, from 7th Avenue to 2d avenue, and on 60th street, from 5th avenue to 2d avenue.
Broadway, from 14th street to 42d street.

In Brooklyn.
East 98th street and Livonia avenue.
Nostrand avenue.
Stuyvesant avenue and Utica avenue.

In Manhattan and Brooklyn.
Under-river crossings:
Old Slip-East River-Pineapple street.
Whitehall street-East River-Montague street.
Battery-East River-Atlantic avenue.

The locations of the proposed borings are more particularly indicated on the contract drawings.

Land borings are to be carried generally to the subgrade of the tunnel, but they may be extended to a greater depth. If rock is encountered a penetration of fifteen (15) feet may be required. In the section for elevated railroads it is expected the borings will not, as a rule, exceed about fifteen (15) feet in depth though they may be extended to a greater depth if it is thought advisable.

For river work it is expected that the borings will be made at frequent intervals and carried at least to the subgrade of the proposed tunnels, and, if the nature of the material indicates that it is advisable, they may be extended to a greater depth. If the results at any point indicate the advisability of changing the line of the proposed tunnel, borings along that line may be abandoned and additional borings made along such other lines as may be determined upon. The rules and regulations of the War Department and of the Superintendent of Anchorage shall be observed, and the Contractor shall assume all risks for accidents of whatever nature that may occur during the progress of work. In the East River the tide and traffic conditions make borings difficult and hazardous. The Contractor must be prepared to carry out his work under the conditions to be met and to maintain a satisfactory rate of progress.

The Commission will furnish the necessary permits, except as provided in the specifications. The Contractor shall pay for water used and for the Water Inspectors required by the Department of Water Supply, Gas and Electricity.

The attention of bidders is called to the permit of the United States War Department and to the requirement therein that an Inspector, to be appointed by the Engineer Office of the United States Army in charge of the improvement of the East River, shall be stationed on the scows during the work of making the river borings. The salary of such Inspector, which the Commission is informed will not exceed \$100 per month, is to be paid by the Contractor and secured by the deposit of a certified check and must be allowed for in the bid.

Bidders must examine the form of contract, specifications, maps and plans; must visit the location of the work and inform themselves of the present conditions along the line thereof and make their own estimates of the facilities and difficulties attending the execution of the proposed work.

A fuller description of the work to be done is set forth, and other requirements, provisions, details and specifications are stated, in the printed form of contract and specifications and in the contract drawings therein referred to. Printed copies of the form of contract, specifications, bond and Contractor's proposal and copies of the contract drawings may be had on application at the office of the Commission, 154 Nassau street, Borough of Manhattan, City of New York. The Information to Contractors, printed form of contract and specifications and the contract drawings are to be deemed a part of the invitation.

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

The Contractor will be required to begin work within ten (10) days after the date of the delivery of the contract and complete the work as soon as practicable and within a period of six (6) months from the date of the delivery of the contract, unless such period be extended as provided in the form of contract.

Sealed bids or proposals will be received at the office of the Commission, at 154 Nassau street, Borough of Manhattan, City of New York, until the 12th day of September, 1911, at twelve (12) o'clock noon at which time or at a later date to be fixed by the Commission the proposals will be publicly opened.

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

The following is a statement, based upon the estimate of the Engineer, of the quantities of the various classes of the work and of the nature and extent as near as practicable of the work required:

Approximate Statement of Quantities.

Land Borings.
Item 1. Sinking 2½-inch casing, Borough of Manhattan, 4,170 linear feet.

Item 2. Drilling for 1-inch cores, Borough of Manhattan, 1,055 linear feet.

Item 3. Sinking 2½-inch casing, Borough of Brooklyn, 8,790 linear feet.

Item 4. Sinking casing for 1½-inch cores, 8,390 linear feet.

Item 5. Drilling for 1½-inch cores, 1,200 linear feet.

The quantities given in the above schedule are approximate only, being given as a basis for the uniform comparison of bids and no claim is to be made on account of any excess or deficiency, absolute or relative, in the same. All proposals must, when submitted, be enclosed in a sealed envelope endorsed "Proposal for Making Land and River Borings," 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 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 one thousand (\$1,000) dollars. Such check must not be enclosed in the envelope containing the proposal.

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

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

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

Bidders whose proposals are otherwise satisfactory, in case the sureties named by them are not approved by the Commission, may substitute in their proposals the names of other sureties approved by the Commission, but such substitution must be made within five days after notice of disapproval, unless this 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 five days after the delivery of a notice by the Commission that his proposal is accepted, and such bidders 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 in the sum of ten thousand (\$10,000) dollars. The Contractor's bond must be in the form annexed to the form of contract.

In addition and as further security to the City, ten (10) per cent. of the amount certified from time to time to be due to the Contractor will be retained until the work is fully completed and accepted.

In case of failure or neglect to execute and deliver the contract or to execute and deliver the required bond, 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 if the bidder shall fail within five 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, then the Invitation to Contractors (including the Information for 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 be 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 as to security are complied with.

The right to reject any and all bids is reserved.

New York, August 18, 1911.
PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, by WILLIAM MCCARROLL, Acting Chairman.
TRAVIS H. WHITNEY, Secretary. a29,s12

OFFICE OF THE PUBLIC SERVICE COMMISSION, FIRST DISTRICT, 154 NASSAU ST., NEW YORK CITY.

NOTICE IS HEREBY GIVEN THAT A PUBLIC hearing upon the proposed terms and conditions of contracts for the construction of Sections Nos. 7 and 9 of the Lexington Avenue Rapid Transit Railroad in the Borough of Manhattan will be held at the offices of the Public Service Commission for the First District, at 154 Nassau st., Borough of Manhattan, New York City, on THURSDAY, SEPTEMBER 14, 1911, at 10.30 o'clock in the forenoon.

Copies of the drafts of said contracts may be obtained at the said offices of the Commission for one dollar each.

Said Sections Nos. 7 and 9 of said Lexington Avenue Rapid Transit Railroad may be briefly described as follows:

Section No. 7—Beginning at a point at the centre line of 40th st., and extending thence under Lexington ave. to a point about 50 feet north of the centre line of 53d st.

Section No. 9—Beginning at a point about 50 feet north of the centre line of 67th st., and extending thence under Lexington ave. to a point about 70 feet south of the centre line of 79th st. Dated New York, August 18, 1911. a23,s14
PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, by WILLIAM MCCARROLL, Acting Chairman.

DEPARTMENT OF EDUCATION.

DEPARTMENT OF EDUCATION, CORNER OF PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Buildings, at the above office of the Department of Education, until 3 o'clock p. m., on

MONDAY, SEPTEMBER 11, 1911.

Borough of Queens.

No. 4. FOR THE GENERAL CONSTRUCTION, ETC., OF PORTABLE SCHOOL BUILDINGS, AT ANNEX TO PUBLIC SCHOOL 32, ON THE SOUTHWEST CORNER OF PROSPECT AVE. AND POPLAR ST., DOUGLASS HEIGHTS, BOROUGH OF QUEENS.

The time allowed to complete the whole work will be 60 working days, as provided in the contract.

The amount of security required is \$3,000. The bids will be compared and the contract will be awarded in a lump sum to the lowest bidder.

Blank forms, plans and specifications may be obtained or seen at the office of the Superintendent at Estimating Room, 9th floor, Hall of the Board of Education, Park ave. and 59th st., Borough of Manhattan; also at branch office, 69 Broadway, Flushing, Borough of Queens. C. B. J. SNYDER, Superintendent of School Buildings.

Dated August 30, 1911. a30,s11.
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 o'clock p. m., on

MONDAY, SEPTEMBER 11, 1911.

Borough of The Bronx.

No. 1. FOR THE GENERAL CONSTRUCTION, ETC., OF NEW PUBLIC SCHOOL 45, ON E. 189TH ST., LORILLARD PLACE AND HOFFMAN ST., BOROUGH OF THE BRONX. The time allowed to complete the whole work will be 275 working days, as provided in the contract.

The amount of security required is \$100,000.

No. 2. FOR INTERIOR ALTERATIONS AND ADDITIONS TO THE FIRE ESCAPE AT HALL OF THE BOARD OF EDUCATION, PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN.

The time allowed to complete the whole work will be 45 working days, as provided in the contract.

The amount of security required is \$2,200.

Borough of Queens.

No. 3. FOR THE GENERAL CONSTRUCTION, ETC., OF PORTABLE SCHOOL BUILDINGS, AS ANNEX TO PUBLIC SCHOOL 15, SOUTHEAST CORNER OF JUNCTION AND PARK AVES., CORONA, BOROUGH OF QUEENS.

The time allowed to complete the whole work will be 60 working days, as provided in the contract.

The amount of security required is \$3,000. On Nos. 1, 2 and 3 the bids will be compared, and the contract will be awarded in a lump sum to the lowest bidder on each contract.

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, 69 Broadway, Flushing, Borough of Queens, for work for their respective boroughs. C. B. J. SNYDER, Superintendent of School Buildings.

Dated August 29, 1911. a29,s11.
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 o'clock p. m., on

TUESDAY, SEPTEMBER 5, 1911.

Borough of The Bronx.

No. 3. FOR FURNITURE FOR NEW PUBLIC SCHOOL 46, ON THE NORTHERLY SIDE OF 196TH ST., BETWEEN BRIGGS AND BAINBRIDGE AVES., BOROUGH OF THE BRONX.

The time allowed to complete the whole work will be 60 working days, as provided in the contract.

The amount of security required is as follows: Item 1, \$1,000; Item 2, \$600; Item 3, \$700; Item 4, \$500; Item 5, \$600.

A separate proposal must be submitted for each item and award will be made thereon.

Borough of Manhattan.

No. 4. FOR REPAIRS, ALTERATIONS AND ADDITIONS TO THE ELECTRIC EQUIPMENT IN P. S. 30, WADLEIGH HIGH SCHOOL AND HIGH SCHOOL OF COMMERCE, BOROUGH OF MANHATTAN.

The time allowed to complete the whole work on each school will be 30 working days, as provided in the contract.

The amount of security required is as follows: P. S. 30, \$700; W. H. S., \$500; H. S. of C., \$300.

A separate proposal must be submitted for each school and award will be made thereon.

No. 5. FOR THE GENERAL CONSTRUCTION, ETC., OF ADDITIONS TO AND ALTERATIONS IN PUBLIC SCHOOL 78, ON NORTHEAST CORNER OF PLEASANT AVE. AND E. 119TH ST., BOROUGH OF MANHATTAN.

The time allowed to complete the whole work will be 200 working days.

The amount of security required is \$75,000.

No. 6. FOR ITEM 1, INSTALLING HEATING AND VENTILATING APPARATUS, AND ITEM 2, INSTALLING TEMPERATURE REGULATION IN WASHINGTON IRVING HIGH SCHOOL, ON THE EASTERLY SIDE OF IRVING PLACE, BETWEEN 16TH AND 17TH STS., BOROUGH OF MANHATTAN.

The time allowed to complete the whole work on each item will be 160 working days, as provided in the contract.

The amount of security required is as follows: Item 1, \$30,000; Item 2, \$3,000.

A separate proposal must be submitted for each item and award will be made thereon.

Borough of Richmond.

No. 7. FOR REPAIRS, ALTERATIONS AND ADDITIONS TO THE ELECTRIC EQUIPMENT IN PUBLIC SCHOOLS 12 AND 14, BOROUGH OF RICHMOND.

The time allowed to complete the whole work on each school will be 60 working days, as provided in the contract.

The amount of security required is as follows: P. S. 12, \$400; P. S. 14, \$300.

A separate proposal must be submitted for each school and award will be made thereon.

On No. 5 the bids will be compared and the contract will be awarded in a lump sum to the lowest bidder.

On Nos. 3, 4, 6 and 7 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 Borough Hall, New Brighton, Borough of Richmond, for work for their respective Boroughs. C. B. J. SNYDER, Superintendent of School Buildings.

Dated August 23, 1911. a23,s5
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 o'clock p. m., on

TUESDAY, SEPTEMBER 5, 1911.

Borough of Brooklyn.

No. 1. FOR ITEM 4, GYMNASIUM APPARATUS, ETC., FOR NEW PUBLIC SCHOOL 165, ON LOTT AND HOPKINSON AVES. AND AMBOY ST., BOROUGH OF BROOKLYN.

The time allowed to complete the whole work will be 90 working days, as provided in the contract.

The amount of security required is \$600. No. 2. FOR ALTERATIONS, REPAIRS ETC., AT ERASMUS HALL HIGH SCHOOL, FLATBUSH AVE. NEAR CHURCH AVE., BOROUGH OF BROOKLYN.

The time allowed to complete the whole work will be 55 working days, as provided in the contract.

The amount of security required is \$1,500.

On Nos. 1 and 2 the bids will be compared and the contract will be awarded in a lump sum to the lowest bidder on each contract.

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, 131 Livingston st., Borough of Brooklyn. C. B. J. SNYDER, Superintendent of School Buildings.

Dated August 23, 1911. a23,s5
See General Instructions to Bidders on the last page, last column, of the "City Record."

DEPARTMENT OF STREET CLEANING.

MAIN OFFICE OF THE DEPARTMENT OF STREET CLEANING, ROOM 1403, 13-21 PARK ROW, BOROUGH OF MANHATTAN, CITY OF NEW YORK. SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Street Cleaning, at the above office, until 12 o'clock m., on

FRIDAY, SEPTEMBER 8, 1911.

Borough of Manhattan, The Bronx and Brooklyn.

No. 1. FOR FURNISHING AND DELIVERING 270 DRAFT HORSES—140 FOR THE BOROUGH OF MANHATTAN, 40 FOR THE BOROUGH OF THE BRONX AND 90 FOR THE BOROUGH OF BROOKLYN.

The time for the delivery of the articles, materials and supplies and the performance of the contract is by or before 30 days.

The amount of security required is fifty per cent. (50%) of the amount of bid or estimate. Boroughs of Manhattan, The Bronx and Brooklyn.

No. 2. FOR FURNISHING AND DELIVERING 30 DRIVING HORSES—15 FOR THE BOROUGH OF MANHATTAN, 5 FOR THE BOROUGH OF THE BRONX AND 10 FOR THE BOROUGH OF BROOKLYN.

The time for the delivery of the articles, materials and supplies and the performance of the contract is by or before 30 days.

The amount of security required is fifty per cent. (50%) of the amount of bid or estimate. The bidder will state the price, per draft horse and per driving horse, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total and awards made to the lowest bidder for each contract.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed. Blank forms and further information may be obtained at the office of the Department of Street Cleaning, the Borough of Manhattan, 13-21 Park row.

WM. H. EDWARDS, Commissioner of Street Cleaning. Dated August 24, 1911. a26,s8.
See General Instructions to Bidders on the last page, last column, of the "City Record."

MAIN OFFICE OF THE DEPARTMENT OF STREET CLEANING, ROOM 1403, 13-21 PARK ROW, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK. SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Street Cleaning, at the above office, until 12 o'clock m., on

THURSDAY, SEPTEMBER 7, 1911.

Borough of Brooklyn.

No. 1. CONTRACT FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR THE REMOVAL OF SNOW AND ICE DURING THE WINTER SEASON OF 1911-1912.

The time for the completion of the work and the full performance of the contract is by or before April 15, 1912.

The amount of security required will be: For the Borough of Brooklyn, One Hundred Thousand Dollars (\$100,000); for the Borough of The Bronx, Twenty-five Thousand Dollars (\$25,000); in Manhattan, for each of the three snow removal districts, Forty Thousand Dollars (\$40,000).

The bidder will state the price per cubic yard for snow and ice removed, and the contracts will be let to the lowest bidder per cubic yard as follows: One contract for the entire Borough of Brooklyn, one contract for the entire Borough of The Bronx, while in the Borough of Manhattan there will be three (3) snow removal districts,

and the contracts will be let to the lowest bidder per cubic yard for each of the said snow removal districts.

The capacity of the vehicles used by the contractors in the work shall be determined as provided on page 2 of the proposals.

Blank forms and further information may be obtained at the office of the Department of Street Cleaning, the Borough of Manhattan, 13 to 21 Park row.

WM. H. EDWARDS, Commissioner. Dated August 21, 1911. a22,s7

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

BOROUGH OF MANHATTAN.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF MANHATTAN, CITY HALL, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan at the City Hall, Room 14, in The City of New York, until 2 o'clock p. m. on

MONDAY, SEPTEMBER 11, 1911.

FURNISH THE NECESSARY LABOR AND MATERIALS FOR REPAIRING MANHATTAN FLOATING BATH NO. 2, NOW LYING AT THE FOOT OF 22D STREET, BROOKLYN, AND FOR DRIVING PILES AT BATTERY BERTH.

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

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

The bidder shall state one aggregate price for the whole work described and specified as the contract is entire and for a complete job. The contract will be awarded to the lowest bidder.

Blank forms and specifications may be obtained at the office of the Auditor, offices of the Commissioner of Public Works, eighteenth floor, Nos. 13 to 21 Park Row, Borough of Manhattan.

GEORGE MCANENY, President. City of New York, August 29, 1911. a30,s11

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

OFFICE OF THE PRESIDENT OF THE BOROUGH OF MANHATTAN, CITY HALL, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan, at the City Hall, Room 14, until 2 o'clock on

MONDAY, SEPTEMBER 11, 1911.

FOR REBUILDING SEWER AND APPURTENANCES IN 33D ST., BETWEEN 6TH AND 7TH AVES.

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:

350 linear feet of cast-iron pipe sewer of 36 inches interior diameter New England Water Works Association standard.

20 cubic yards of rock to be excavated and removed.

22,000 feet B. M. of timber and planking for sheeting and bracing.

The time allowed for doing and completing the above work will be sixty (60) working days. The amount of security required will be Three Thousand Dollars.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per foot, yard or other unit of measure, or article, by which the bids will be tested. The extensions must be made and footed up.

Blank forms and specifications may be had at the office of the Commissioner of Public Works, 13 to 21 Park Row, Bureau of Sewers, Room 1632, Borough of Manhattan.

GEORGE MCANENY, President. a30,s11
See General Instructions to Bidders on the last page, last column, of the "City Record."

OFFICE OF THE PRESIDENT OF THE BOROUGH OF MANHATTAN, CITY HALL, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan, at the City Hall, Room 14, until 2 o'clock p. m., on

MONDAY, SEPTEMBER 11, 1911.

FOR REPAVING WITH SHEET ASPHALT WITH CLOSE BINDER ON CONCRETE FOUNDATION THE ROADWAY OF 5TH AVE. FROM 42D ST. TO 48TH ST., AND WIDENING AND REPAVING WITH SHEET ASPHALT WITH CLOSE BINDER ON CONCRETE FOUNDATION THE ROADWAY OF 5TH AVE. FROM 48TH ST. TO 59TH ST.

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

28,300 square yards of asphalt pavement, including binder course except the railroad area.

20 square yards of asphalt pavement, including binder course, in the railroad area (no guarantee).

4,150 cubic yards of Portland cement concrete.

800 linear feet of new bluestone curbstone, furnished and set.

1,560 linear feet of old bluestone curbstone, redressed, rejointed and reset.

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

5 new sewer catch basins to furnish and build.

6 sewer catch basins to rebuild.

1,650 linear feet of platform flag to be cut to line.

400 cubic yards of filling to furnish.

400 square feet of new cement sidewalk to furnish and lay.

The time allowed for doing and completing the above work will be sixty (60) working days. The amount of security required will be \$20,000.

The bidder will state the price of each item or article contained in the specification or schedules herein contained or hereto annexed, per foot, yard or other unit of measure, or article, by which the bids will be tested. The extensions must be made and footed up.

Blank forms and specifications may be had at the office of the Commissioner of Public Works, 13 to 21 Park row, Bureau of Highways, Room 1611, Borough of Manhattan.

GEORGE MCANENY, President. The City of New York, August 29, 1911. a30,s11
See General Instructions to Bidders on the last page, last column, of the "City Record."

OFFICE OF THE PRESIDENT OF THE BOROUGH OF MANHATTAN, CITY HALL, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan, at the City Hall, Room 14, until 2 o'clock p. m., on

MONDAY, SEPTEMBER 11, 1911.

FOR REGULATING AND REPAVING WITH IMPROVED GRANITE BLOCK PAVE-

MENT ON CONCRETE FOUNDATION THE ROADWAY OF PEARL ST. FROM THE NORTH SIDE OF FULTON ST. TO THE NORTH SIDE OF OAK ST.; NEW BOWERY FROM THE NORTH SIDE OF OAK ST. TO CHATHAM SQ., AND PECK SLIP FROM THE WEST SIDE OF WATER ST. TO THE EAST SIDE OF PEARL ST.

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

13,000 square yards of improved granite block pavement, with paving cement joints, except the railroad area.

170 square yards of improved granite block pavement, with paving cement joints, within the railroad area (no guarantee).

2,460 cubic yards of Portland cement concrete.

5,000 linear feet of new bluestone curbstone, furnished and set.

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

12,010 square yards of old stone block to be purchased and removed by the contractor.

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

The amount of security required will be \$12,000.

2. FOR MAINTAINING THE ASPHALT PAVEMENT ON THE FOLLOWING

STREETS WHERE THE ORIGINAL CONTRACTS HAVE BEEN ABANDONED, BOROUGH OF MANHATTAN, CITY OF NEW YORK:

45TH ST. FROM 6TH TO 8TH AVE.; 4TH ST. FROM LEWIS ST. TO 2D AVE.; AND 3D ST. FROM LEWIS ST. TO 2D AVE.; 6TH ST. FROM AVE. D TO LEWIS ST.; 7TH ST. FROM AVE. C TO LEWIS ST.; 6TH ST. FROM 1ST TO 3D AVE.; LEWIS ST. FROM HOUSTON ST. TO THE SOUTH SIDE OF 3D ST., FROM 75 FEET NORTH OF 4TH ST. TO THE SOUTH SIDE OF 5TH ST., AND FROM 30 FEET NORTH OF 5TH ST. TO 8TH ST.; ASTOR PL. FROM BROADWAY TO 4TH AVE. AND 8TH ST. FROM BROADWAY TO 4TH AVE.; 1ST AVE. FROM 59TH TO 60TH ST., FROM 61ST TO 72D ST., FROM 74TH TO 83D ST., FROM 84TH TO 85TH ST., FROM 86TH TO 91ST ST., AND FROM 92D TO 100TH ST.; 120TH ST. FROM 5TH AVE. TO EAST RIVER; MERCER ST. FROM 4TH TO 8TH ST., AND WASHINGTON PL. FROM BROADWAY TO UNIVERSITY PL.

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

19,000 square yards of asphalt pavement.

100 square yards of old stone pavement.

25 cubic yards of concrete.

The time allowed for doing and completing the above work will be until December 31, 1911, or until all the work called for in this contract shall have been completed.

The amount of security required will be \$5,000.

3. FOR MAINTAINING THE ASPHALT PAVEMENT ON THE FOLLOWING

STREETS WHERE THE ORIGINAL CONTRACTS HAVE BEEN ABANDONED, BOROUGH OF MANHATTAN, CITY OF NEW YORK:

1ST AVE. FROM 60TH TO 61ST ST., FROM 72D TO 74TH ST., FROM 83D TO 84TH ST., FROM 85TH TO 86TH ST., AND FROM 91ST TO 92D ST.; AVE. D FROM HOUSTON TO 11TH ST.; 19TH ST. FROM 6TH AVE. TO 7TH AVE. AND 20TH ST. FROM 4TH AVE. TO BROADWAY.

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

4,500 square yards of asphalt pavement.

100 square yards of old stone pavement.

25 cubic yards of concrete.

The time allowed for doing and completing the above work will be until December 31, 1911, or until all the work called for in this contract shall have been completed.

The amount of security required will be \$2,000.

4. FOR REGULATING AND PAVING WITH SHEET ASPHALT WITH COMMON BINDER ON A CONCRETE FOUNDATION THE ROADWAY OF 131ST ST. FROM THE WEST SIDE OF OLD BROADWAY TO THE EAST SIDE OF BROADWAY.

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

890 square yards of asphalt pavement, including binder course.

180 cubic yards of Portland cement concrete.

480 linear feet of new bluestone curbstone, furnished and set.

50 linear feet of old bluestone curbstone, redressed, rejointed 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 \$800.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per foot, yard or other unit of measure, or article, by which the bids will be tested. The extensions must be made and footed up.

Blank forms and specifications may be had at the office of the Commissioner of Public Works, 13 to 21 Park row, Bureau of Highways, Room 1611, Borough of Manhattan.

GEORGE MCANENY, President. The City of New York, August 29, 1911. a30,s11

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

OFFICE OF THE PRESIDENT OF THE BOROUGH OF MANHATTAN, CITY HALL, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan at the City Hall, Room 14, until 2 o'clock p. m., on

TUESDAY, SEPTEMBER 5, 1911.

FOR FURNISHING AND INSTALLING ELECTRIC LIGHTING AND POWER FIXTURES AND WIRING IN THE HARLEM COURT HOUSE BUILDING, LOCATED AT 121ST ST. AND SYLVAN PLACE, BOROUGH OF MAN

OFFICE OF THE PRESIDENT OF THE BOROUGH OF MANHATTAN, CITY HALL, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan at the City Hall, Room 14, in The City of New York, until 2 o'clock p. m., on

TUESDAY, SEPTEMBER 5, 1911.

LABOR AND MATERIALS REQUIRED FOR THE ALTERATIONS AND ADDITIONS TO THE ELECTRIC LIGHTING EQUIPMENT AT THE COURT HOUSE BUILDING, LOCATED AT 314 W. 54TH ST., BOROUGH OF MANHATTAN.

Item No. 1—For furnishing, installing and connecting the wiring and gasfittings system, complete, including all switches, receptacles, conduits, wiring, panel boards, etc., ready for fixtures to be connected.

Item No. 2—For removing, refurnishing, altering and reinstalling old fixtures, complete, as specified; also for furnishing, installing and connecting new fixtures and accessories, complete, to outlets, as specified and shown on plans.

Item No. 3—For furnishing and installing all labor and material to complete the entire contract, as specified and shown on plans. The time allowed for the completion of the work will be as follows: Item No. 1, 50 consecutive calendar days; Item No. 2, 30 consecutive calendar days; Item No. 3, 60 consecutive calendar days.

The amount of security required will be as follows: Item No. 1, Twelve Hundred Dollars (\$1,200); Item No. 2, Nine Hundred Dollars (\$900); Item No. 3, Twenty-five Hundred Dollars (\$2,500).

The bids will be compared and the contract may be awarded as a lump or aggregate sum, or by items, at the discretion of the Borough President.

Blank forms and specifications may be obtained at the office of the Auditor, Office of the Commissioner of Public Works, eighteenth floor, 13 to 21 Park row, Borough of Manhattan.

GEORGE MCANENY, President.

City of New York, August 24, 1911. a24s5.

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

OFFICE OF THE PRESIDENT OF THE BOROUGH OF MANHATTAN, CITY HALL, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan at the City Hall, Room 14, until 2 o'clock p. m., on

TUESDAY, SEPTEMBER 5, 1911.

LABOR AND MATERIALS REQUIRED FOR THE ALTERATIONS AND ADDITIONS TO THE ELECTRIC LIGHTING EQUIPMENT AT THE JEFFERSON MARKET COURT HOUSE BUILDING, LOCATED AT 6TH AVE. AND 9TH ST., BOROUGH OF MANHATTAN.

Item No. 1—For furnishing, installing and connecting the wiring and gasfittings system, complete, including all switches, receptacles, conduits, wiring, panel boards, etc., ready for fixtures to be connected.

Item No. 2—For removing, refurnishing, altering and reinstalling old fixtures, complete, as specified; also for furnishing, installing and connecting new fixtures and accessories, complete, to outlets, as specified and shown on plans.

Item No. 3—For furnishing and installing all labor and material to complete the entire contract, as specified and shown on plans.

The time allowed for the completion of the work will be as follows: Item No. 1, 30 consecutive calendar days; Item No. 2, 20 consecutive calendar days; Item No. 3, 30 consecutive calendar days.

The amount of security required will be as follows: Item No. 1, Five Hundred Dollars (\$500); Item No. 2, Seven Hundred Fifty Dollars (\$750); Item No. 3, Twelve Hundred Dollars (\$1,200).

The bids will be compared and the contract may be awarded as a lump or aggregate sum, or by items, at the discretion of the Borough President.

Blank forms and specifications may be obtained and plans examined at the office of the Auditor, office of the Commissioner of Public Works, Room 1807, eighteenth floor of 13 to 21 Park row, Borough of Manhattan.

GEORGE MCANENY, President.

City of New York, August 24, 1911. a24s5.

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

OFFICE OF THE PRESIDENT OF THE BOROUGH OF MANHATTAN, CITY HALL, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan at the City Hall, Room 14, until 2 o'clock p. m., on

FRIDAY, SEPTEMBER 1, 1911.

FOR CONSTRUCTING A TUNNEL STREET FROM BROADWAY NEAR FAIRVIEW AVENUE TO THE SUBWAY STATION AT W. 91ST ST. AND ST. NICHOLAS AVE., TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

5,900 cubic yards of rock excavation.
2,300 cubic yards of earth excavation.
1,200 cubic yards of rubble and embankment.
2,200 cubic yards of Portland cement concrete.
750 cubic yards of excess Portland cement concrete.

200 cubic yards of dry packing.

30,000 feet, board measure, permanent timbering.

12,000 feet, board measure, temporary timbering.

1,000 linear feet galvanized W. I. pipes for drainage.

800 linear feet 6-inch vitrified pipe drain.

10 catch basins.

360 square feet steps and landings.

3,300 square yards surfacing, sidewalks and roof.

11,000 square feet floor finish in tunnel.

5,000 pounds steel rods and bars for reinforcing concrete.

11,000 pounds steel beams and girders.

Complete electric lighting system.

The time allowed for doing and completing the above work will be three hundred and twenty-five (325) working days.

The amount of security required will be Twenty-five Thousand Dollars (\$25,000).

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per foot, yard or other unit of measure, or article, by which the bids will be tested. The extensions must be made and footed up.

Blank forms and specifications may be had at the office of the Commissioner of Public Works, 13 to 21 Park row, Bureau of Highways, Room 1611, Borough of Manhattan.

GEORGE MCANENY, President.

The City of New York, August 16, 1911. a1731.

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

MUNICIPAL CIVIL SERVICE COMMISSION.

MUNICIPAL CIVIL SERVICE COMMISSION, 299 BROADWAY, NEW YORK, AUGUST 17, 1911.

PUBLIC NOTICE IS HEREBY GIVEN THAT applications will be received from

THURSDAY, AUGUST 17, 1911, UNTIL THURSDAY, AUGUST 31, 1911,

at 4 p. m., for the position of

FUEL ENGINEERING CHEMIST AND ENGINEERING CHEMIST.

No application delivered at the office of the Commission, by mail or otherwise, after 4 p. m. on August 31, will be accepted.

The examination will be held on Thursday, September 21, 1911, at 10 a. m.

The subjects and weights of the examination are as follows: Technical, 6; Experience, 4.

75 per cent. will be required on the technical paper and 70 per cent. on all.

Candidates must be graduates of a technical college. They must also be citizens of the United States. Residence in New York State is waived. Residence of vouchers is also waived.

Some credit will be given for ability to consult scientific journals in French and German.

The candidates will be examined in general chemistry and in engineering chemistry.

There are two vacancies at \$1,800 in the Standard Testing Laboratory and one vacancy at \$1,500.

Candidates will be certified from this list for Fuel Engineering Chemist and for Engineering Chemist.

Minimum age, 21 years.

F. A. SPENCER, Secretary.

a1731

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

DEPARTMENT OF HEALTH.

DEPARTMENT OF HEALTH OF THE CITY OF NEW YORK, SOUTHWEST CORNER OF 55TH ST. AND 6TH AVE., 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 o'clock a. m., on

WEDNESDAY, SEPTEMBER 6, 1911.

FOR FURNISHING AND DELIVERING, AS REQUIRED, 500 GROSS TONS OF WHITE ASH ANTHRACITE COAL (STOVE SIZE) TO THE TUBERCULOSIS SANATORIUM, OTISVILLE, ORANGE COUNTY, NEW YORK, DURING THE YEAR 1911.

Contract will be awarded to the lowest bidder for the entire contract.

The time for the delivery of the supplies and the performance of the contract is from July 1 to December 31, 1911.

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

Bids will be compared and the contract awarded to the lowest bidder for the entire contract.

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

Blank forms and further information may be obtained at the office of the Chief Clerk of the Department of Health, southwest corner of 55th st. and 6th ave., Borough of Manhattan.

ERNST J. LEDERLE, Ph.D., President; ALVAH H. DOTY, M.D., RHINELANDER WALDO, Board of Health.

Dated August 24, 1911. a25s6.

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

BOROUGH OF THE BRONX.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF THE BRONX, MUNICIPAL BUILDING, CROTONA PARK, 177TH ST. AND 3d AVE.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of the Bronx, at the above office, until 10.30 a. m., on

WEDNESDAY, SEPTEMBER 6, 1911.

FOR REGULATING, GRADING, SETTING CURBSTONES, FLAGGING SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES WHERE NECESSARY IN MINERVA PLACE, BETWEEN JEROME AVE. AND THE GRAND BOULEVARD AND CONCOURSE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

1,900 cubic yards of earth excavation.

375 cubic yards of rock excavation.

250 cubic yards of filling.

785 linear feet of new curbstone.

3,150 square feet of cement flagging.

340 square feet of new bridgestone.

50 cubic yards of dry rubble masonry.

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

160 linear feet of guard rails.

The time allowed for the completion of the work will be 40 working days.

The amount of security required will be One Thousand Two Hundred Dollars.

No. 2. FOR REGULATING, GRADING AND REGRADING, SETTING AND RESETTING CURBSTONES, FLAGGING AND RELAYING SIDEWALKS, LAYING AND RELAYING CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES WHERE NECESSARY IN KINGSBRIDGE ROAD, FROM HEATH AVE. TO BAILEY AVE., TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

200 cubic yards of excavation of all kinds.

5,500 cubic yards of filling.

100 linear feet of new curbstone.

450 linear feet of old curbstone.

350 square feet of new bluestone flagging.

1,800 square feet of old flagging.

100 cubic yards of dry rubble masonry.

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

550 linear feet of guard rails.

The time allowed for the completion of the work will be 60 working days.

The amount of security required will be One Thousand Three Hundred Dollars.

No. 3. FOR PAVING WITH GRANITE BLOCKS ON A CONCRETE FOUNDATION THE ROADWAY OF E. 167TH ST., FROM JEROME AVE. TO ABOUT 125 FEET EAST OF GERARD AVE. AND FROM ABOUT 94 FEET WEST OF SHERMAN AVE. TO THE NEW YORK AND HARLEM RAILROAD, AND SETTING CURB WHERE NECESSARY, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

14,700 square yards of new granite block pave-

ment, on a concrete foundation, laid with cement grout joints, and keeping the same in repair for one year from date of acceptance.

2,230 cubic yards of concrete.

1,500 linear feet of new curbstone, furnished and set.

4,550 linear feet of old curbstone, rejointed, recut on top and reset.

1,000 square feet of new bridgestone for crosswalks, furnished and laid.

4,900 square feet of old bridgestone, rejointed and relaid.

910 square feet of old flagging, rejointed and relaid.

The time allowed for the completion of the work will be 125 consecutive working days.

The amount of security required will be Twenty Thousand Dollars.

No. 4. FOR PAVING AND REPAVING WITH WOOD BLOCKS ON A CONCRETE FOUNDATION THE ROADWAY OF E. 161ST ST., FROM 3D AVE. TO BROOK AVE., AND SETTING CURB WHERE NECESSARY, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

920 square yards of completed wood block pavement, and keeping the same in repair for five years from date of acceptance.

740 square yards of completed wood block pavement, not to be kept in repair.

230 cubic yards of concrete, including mortar bed.

75 linear feet of new curbstone, furnished and set in concrete.

235 linear feet of old curbstone, rejointed, recut on top and reset in concrete.

The time allowed for the completion of the work will be 30 consecutive working days.

The amount of security required will be Two Thousand Dollars.

No. 5. FOR PAVING WITH BITUMINOUS PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF CITY ISLAND AVE., FROM APPROACH TO CITY ISLAND BRIDGE TO LONG ISLAND SOUND, AND ADJUSTING CURB WHERE NECESSARY, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

33,050 square yards of completed bituminous pavement, and keeping the pavement in repair for five years from date of acceptance.

6,300 square yards of completed bituminous pavement, not to be kept in repair.

4,375 cubic yards of concrete.

5,000 linear feet of curbstone, adjusted.

The time allowed for the completion of the work will be 100 consecutive working days.

The amount of security required will be Eighteen Thousand Dollars.

No. 6. FOR CONSTRUCTING SEWERS AND APPURTENANCES IN CRESTON AVE., FROM E. 198TH ST. TO MINERVA PLACE, AND IN MINERVA PLACE, FROM JEROME AVE. TO THE GRAND BOULEVARD AND CONCOURSE, TOGETHER WITH ALL THE WORK INCIDENTAL THERETO.

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

278 linear feet of pipe sewer, 15-inch.

206 linear feet of pipe sewer, 12-inch.

53 spurs for house connections, over and above the cost per linear foot of sewer.

6 manholes, complete.

2 receiving basins, complete.

700 cubic yards of rock excavation.

1,000 feet (B. M.) of timber in foundations and sheeting left in place.

25 linear feet of drain pipe, 12-inch to 24-inch.

The time allowed for the completion of the work will be 80 consecutive working days.

The amount of security required will be Two Thousand Five Hundred Dollars.

No. 7. FOR CONSTRUCTING SEWERS AND APPURTENANCES IN HAVILAND AVE., BETWEEN ZEREGA AVE. AND SUMMIT WEST OF HAVEMEYER AVE. AND IN POWELL AVE., BETWEEN ZEREGA AVE. AND SUMMIT WEST OF HAVEMEYER AVE. AND IN ELLIS AVE., BETWEEN ZEREGA AVE. AND PUGSLEY AVE. AND IN E. 177TH ST. (NORTH SIDE), BETWEEN PUGSLEY AVE. AND SUMMIT WEST OF GLEASON AVE. AND IN E. 177TH ST. (SOUTH SIDE), BETWEEN ELLIS AVE. AND GLEASON AVE.; NEWBOLD AVE., BETWEEN ZEREGA AVE. AND HAVEMEYER AVE. AND IN WATERBURY AVE., BETWEEN ZEREGA AVE. AND HAVEMEYER AVE. AND IN NEWBOLD AVE., BETWEEN PUGSLEY AVE. AND THE SUMMIT EAST OF CASTLE HILL AVE. AND IN OLMSTEAD AVE., BETWEEN ELLIS AVE. AND WESTCHESTER AVE. AND IN HAVEMEYER AVE., BETWEEN WATSON AVE. AND WATERBURY AVE. AND IN CASTLE HILL AVE., BETWEEN GLEASON AVE. AND WESTCHESTER AVE. TOGETHER WITH ALL THE WORK INCIDENTAL THERETO.

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

625 linear feet of pipe sewer, 30-inch.

1,510 linear feet of pipe sewer, 24-inch.

1,245 linear feet of pipe sewer, 20-inch.

3,030 linear feet of pipe sewer, 18-inch.

222 linear feet of pipe sewer, 15-inch.

7,920 linear feet of pipe sewer, 12-inch.

1,768 spurs for house connections, over and above the cost per linear foot of sewer.

149 manholes, complete.

18 receiving basins, complete.

1,400 cubic yards of rock excavation.

550 cubic yards of Class "B" concrete.

900 cubic yards of dry rubble masonry.

100 cubic yards of broken stone.

60,000 feet (B. M.) of timber.

3,200 linear feet of piles.

6,100 pounds of steel bars.

250 linear feet of drain pipe, 12-inch to 24-inch.

The time allowed for the completion of the work will be 300 consecutive working days.

The amount of security required will be Forty Thousand Dollars.

No. 8. FOR CONSTRUCTING A RECEIVING BASIN AND APPURTENANCES ON EACH SIDE OF WHITLOCK AVE., BETWEEN E. 156TH ST. AND LONGWELL AVE.

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

2 receiving basins, complete.

28 linear feet of 12-inch pipe.

1,000 feet (B. M.) of timber.

The time allowed for the completion of the work will be 15 consecutive working days.

The amount of security required will be Two Hundred Dollars.

No. 9. FOR FURNISHING AND DELIVERING SIX HUNDRED CUBIC YARDS OF PAVING SAND TO THE BUREAU OF HIGHWAYS.

The time allowed for the delivery of the articles is ninety calendar days after the execution of the contract.

The amount of security required will be Four Hundred Dollars.

Blank forms can be obtained upon application therefor, and the plans and specifications may be seen and other information obtained at said office.

THOMAS W. WHITTLE, Commissioner of Public Works and Acting President.

a24s6

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

CHANGE OF GRADE DAMAGE COMMISSION.

TWENTY-THIRD AND TWENTY-FOURTH WARDS.

PURSUANT TO THE PROVISIONS OF chapter 537 of the Laws of 1893 and the acts amendatory thereof and supplemental thereto, notice is hereby given that meetings of the Commission appointed under said acts will be held at the office of the Commission, Room 223, 280 Broadway (Stewart Building), Borough of Manhattan, New York City, on Mondays, Tuesdays, and Thursdays of each week, at 2 o'clock p. m., until further notice.

Dated New York City, July 26, 1911.

WILLIAM D. DICKEY, CAMBRIDGE LIVINGSTON, DAVID ROBINSON, Commissioners.

LAMONT McLOUGHLIN, Clerk.

BOARD OF ASSESSORS.

PUBLIC NOTICE IS HEREBY GIVEN TO the owner or owners of all houses and lots, improved or unimproved lands affected thereby, that the following proposed assessments have been completed and are lodged in the office of the Board of Assessors for examination by all persons interested, viz.:

Borough of Manhattan.

1858. Alteration and improvement to sewer in 83d st., between 2d and 3d aves.

Affecting property in Blocks 1528 and 1529.

Borough of The Bronx.

1735. Sewers in 166th st., between Morris ave. and Carroll place; in McClellan st., between Sheridan ave. and Carroll place; in E. 167th st

Proposed Form of Contract.

This contract, made this day of 1911, by and between The City of New York (hereinafter called the City), party of the first part, by the Mayor of said City, acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and the New York City Interborough Railway Company (hereinafter called the Company), party of the second part, witnesseth:

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 a double track extension to its street surface railway, with the necessary wires and equipment, for the purpose of conveying passengers only, in the Borough of The Bronx, in the City of New York, upon the following route, to wit:

Beginning on Dongan street at its intersection with Intervale avenue, and there connecting with the road for which the Company has a franchise; thence westerly in and upon Dongan street to Stebbins avenue; thence northerly in and upon Stebbins avenue to East 163d street; thence westerly in and upon East 163d street to Washington avenue; thence southwesterly in and upon Washington avenue to Elton avenue; thence southwesterly in and upon Elton avenue to East 163d street, and there connecting with the existing tracks of the Union Railway Company of New York City in East 161st street.

And to cross such other streets and avenues, named and unnamed, as may be encountered in said route.

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

"Map showing proposed extensions of the New York City Interborough Railway Company in the Boroughs of Manhattan and The Bronx, City of New York, to accompany petition dated March 31, 1911, to the Board of Estimate and Apportionment."

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

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

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

Second—The said right to construct, maintain and operate said railway shall be held and enjoyed by the Company from the date upon which this contract is signed by the Mayor until March 31, 1928, with the privilege of renewal of said contract for a 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 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 thousand five hundred dollars (\$1,500) in cash within three (3) months after the date on which this contract is signed by the Mayor, and before anything is done in exercise of the privilege hereby granted.

(b) During the first term of five (5) years an annual sum which shall in no case be less than six hundred and fifty dollars (\$650), and which shall be equal to three (3) per cent. of its gross annual receipts if such percentage shall exceed the sum of six hundred and fifty dollars (\$650).

During the second term of five (5) years an annual sum which shall in no case be less than one thousand two hundred dollars (\$1,200), and which shall be equal to five (5) per cent. of its

gross annual receipts, if such percentage shall exceed the sum of one thousand two hundred dollars (\$1,200).

During the third term of five (5) years an annual sum which shall in no case be less than one thousand three hundred dollars (\$1,300), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of one thousand three hundred dollars (\$1,300).

During the remaining term, expiring March 31, 1928, an annual sum which shall in no case be less than one thousand four hundred dollars (\$1,400), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of one thousand four hundred dollars (\$1,400).

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 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 date, and no assignment, lease or sublease of the rights or privileges hereby granted (whether original or renewal), or of any part thereof, or of any of the routes mentioned herein, or of any part thereof, shall be valid or effectual for any purpose unless the said assignment, lease or sublease shall contain a covenant on the part of the assignee or lessee that the same is subject to all the conditions of this contract; and that the assignee or lessee assumes and will be bound by all of said conditions, and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or 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 individual or other corporation a similar right or privilege upon the same or other terms and conditions, over the route hereinbefore described.

The use of the railway constructed by the Company under this contract, including the tracks, wires and other equipment or any structures used in connection therewith, in streets and avenues hereinbefore described, shall be permitted by the Company, to any individual or corporation to which the City may have granted, or may hereafter grant, the right or privilege to use such streets and avenues for street railway purposes, upon payment of an annual sum by such individual or corporation to the Company, which shall equal the legal interest on such proportion of the actual cost of the construction of such railway and structures, and additions and betterments thereto, as the number of cars operated by such individual or corporation shall bear to the number of cars operated by the companies then using the same; and also such proportion of the cost of keeping the tracks and electrical equipment in repair, and the cost of additions and betterments thereto, such proportion of laying and repairing of pavement and removal of snow and ice and all other duties imposed upon the Company by the terms of this contract in connection with the maintenance of the operation of said railway so used, as the number of cars operated by such individual or corporation shall bear to the number of cars operated by the companies then using the same, together with the actual cost of the power necessary for the operation of the cars thereon of such individual or corporation. Provided, however, that if, in the opinion of the Company, the legal rate of interest upon the cost of such railway shall be an insufficient sum to be paid for the use of such tracks, it may appeal to the Board and the Board may fix a percentage upon the cost to be paid to the Company, at a sum in excess of the legal rate of interest, if, in its opinion, such action is justified.

The Company shall not at any time oppose, but shall, upon the request of the Board, consent to the construction or operation of any street surface railway which may necessitate the use of any portion of the railway which shall be constructed by the Company pursuant to this contract.

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 in any law notwithstanding.

Seventh—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, the tracks and equipments of the Company constructed pursuant to this contract within the streets and avenues shall become the property of the City without cost, and the same may be used or disposed of by the City for any purpose whatsoever, or the same may be leased to any company or individual.

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

Eighth—The Company shall commence con-

struction of the railway herein authorized within six (6) months from the date upon which the consents of the property owners are filed with the Board, or from the date of the order of the Appellate Division of the Supreme Court, made pursuant to section 174 of the Railroad Law, confirming the determination of the Commissioners appointed thereunder that such railway ought to be constructed, and shall complete the construction and place the same in full operation within twelve (12) months from the date of filing such consents or the date of such order; otherwise this right shall cease and determine, and all sums paid, or which may be deposited with the Comptroller of the City, as hereinafter provided, shall thereupon be forfeited to the City, provided that the period for commencement and the period for completion and placing the railway in full operation may be extended by the Board, but the total extension of time for either of such periods shall not exceed in the aggregate six (6) months; and, further, that when the commencement or completion of said construction shall be prevented by legal proceedings in any court or by works of public improvement, or from other causes not within control of the Company, the time for the commencement or completion of such construction may be extended for the period of such prevention, but no delay shall be allowed for unless the court proceedings shall be diligently prosecuted by the Company, and provided, further, that in no case shall such delay be deemed to begin until the Company shall have given written notice to the Board of any such court proceedings or other occasion of delay, and deliver to the Board copies of any injunction or other orders, and the papers upon which the same shall have been granted, and unless upon the request of the Board, the Company shall, in writing, consent that the Board either in its own name as a party or in the name of the City as a party may intervene in any such proceedings.

Ninth—Said railway shall be constructed and operated in the latest approved manner of street railway construction and operation, and it is hereby agreed that the Board may require the Company to improve or add to the railway equipment, including rolling stock and railway appurtenances, from time to time, as such additions and improvements are necessary, in the opinion of the Board. Upon failure on the part of the Company to comply with the direction of the Board within a reasonable time, the rights hereby granted shall cease and determine.

Tenth—Said railway shall be constructed, maintained and operated subject to the supervision and control of all the authorities of the City who have jurisdiction in such matters, as provided by the Charter of the City. 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.

Eleventh—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. Provided, however, that the Board, upon giving to the Company one (1) year's notice may require the Company to operate such railway upon the whole or upon any portion of its route, by underground electric power, substantially similar to the system now in use on the street surface railways in the Borough of Manhattan, or by any other practical motive power then in use which does not require the use of poles and overhead wires in the streets and avenues, and thereupon to discontinue the use of the overhead trolley system, and to remove its poles, wires and other structures used by it for that purpose from the streets and avenues of the City.

Twelfth—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.

Thirteenth—The rate of fare for any passenger upon said railway shall not exceed five (5) cents, and the Company shall not charge any passenger more than five (5) cents for one continuous ride from any point on 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.

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

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

Fifteenth—The Company shall attach to each car run over the said railroad 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.

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

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

Eighteenth—Cars on 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, as may be directed by the Board. Provided, however, that the Company shall not be required to operate its cars between the hours of 1 o'clock a. m. and 5 o'clock a. m., each day, unless the Board shall determine after a hearing had thereon, that public convenience requires the operation of cars during said hours.

Nineteenth—The Company, 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 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

curblines, 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.

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

Twenty-first—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 beneath 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 The Bronx, 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 renewed or altered pavement.

Twenty-second—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-third—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-fourth—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 officials having jurisdiction over the construction of such change.

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

1. The amount of stock issued, for cash, for property.
2. The amount paid in as by last report.
3. The total amount of capital stock paid in.
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt as by last report.
7. The total amount of floating debt.
8. The total amount of funded and floating debt.
9. The average rate per annum of interest on funded debt.
10. Statement of dividends paid during the year.
11. The total amount expended for same.
12. The names of the directors elected at the last meeting of the corporation held for such purpose.
13. Location, value and amount paid for real estate owned by the Company 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 expense for operation, including salaries.

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

Twenty-sixth—The Company shall at all times keep accurate books of account of the gross receipts from all sources within the limits of the City, and shall, on or before November 1 of each year, make a verified report to the Comptroller of the City of the business done by the Company, for the year ending September 30 next preceding, in such form as he may prescribe. Such report shall contain a statement of such gross receipts, the total miles in operation within the limits of the City and the miles of railway constructed and operated under this contract, and such other information as the Comptroller may require. The Comptroller shall have access to all books of the Company for the purpose of ascertaining the correctness of its report, and may examine its officers under oath.

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

Twenty-eighth—If the Company shall fail to give efficient public service at the rates herein fixed, or fail to maintain its structures and equipment as herein provided in good condition throughout the whole term of this contract, the Board may give notice to the Company, specifying any default on the part of the Company, and requiring the Company to remedy the same within a reasonable time; and upon failure of the Company to remedy such default within a reasonable time, the Company shall, for each day thereafter during which the default or defect remains, pay to the City the sum of two hundred and fifty dollars (\$250) as fixed or liquidated damages, or the Board, in case such structures or equipment shall be affected, the surface of the streets shall not be put in good condition within a reasonable

time after notice by the Board as aforesaid shall have the right to make all needed repairs at the expense of the Company, in which case the Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

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

Thirtieth—This grant is upon the express condition that any and all sums of money or any and all securities heretofore deposited with the Comptroller by the Company under and pursuant to franchises heretofore granted to it by the City as a fund for the security for the performance by the Company of the terms and conditions of the franchises so granted, shall likewise be a fund for the security for the faithful performance by the Company of all the terms and conditions of this contract and compliance with all orders of the Board acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at the rates herein fixed, the repairs of the street pavement, the removal of snow and ice, the maintenance 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 roadway, heating and lighting of cars, fenders, wheelguards and watering of street pavements, the Company shall pay a penalty of fifty dollars (\$50) per day for each day of violation, and the further sum of ten dollars (\$10) per day for each car that shall not be properly heated, lighted or supplied with fenders or wheelguards, in case of a violation of the provisions relating to those matters, all of which sums may be deducted from such 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, and in default thereof this contract shall be canceled 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, drive-ways, concourses, boulevards, bridges, viaducts, tunnels, public places or any other property to which the City has title or over which the public has any easement" encountered in the route hereinabove described, and upon or in which authority is hereby given to the Company to construct a railway.

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

Section 3. The grant of this privilege to the Company is likewise subject to the following condition:

This contract shall not become operative until the Company shall procure and cause to be executed and approved in proper form for record and duly delivered to the Board, an agreement wherein the Union Railway Company of New York City, the Southern Boulevard Railroad Company and the Company shall each agree between themselves and with the City that a passenger paying a single fare upon a car on the east or west lines of any of said companies shall receive, without further payment, a ride north or south on any line of the other companies, and a passenger paying a single fare upon a car on a north or south line of any of said companies shall receive a ride east or west on any line of the other companies without further payment at points of intersection, and that a passenger may continue in the direction in which his fare was first paid on any other line, without further payments. Upon the failure of the said three companies or any of them to furnish such a continuous ride for one fare over their routes, or over any part of their routes, as herein provided, at any time during the term of this grant or any renewal or renewals thereof, the rights hereby granted shall thereupon cease and determine.

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

Section 6. The Company promises, covenants and agrees by 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, thereto duly authorized by the Board of Estimate and Apportionment of said City, has caused the corporate seal 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, thereto duly authorized, has caused its corporate seal 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.) City Clerk.

NEW YORK CITY INTERBOROUGH RAILWAY COMPANY.

By President.

(SEAL.) Secretary.

Attest: (Here add acknowledgments.)

Agreement, made this day of

1911, between the Union Railway Company of

New York City (hereinafter called Union Com-

pany), party of the first part; the Southern

Boulevard Railroad Company (hereinafter called

Boulevard Company), party of the second part;

New York City Interborough Railway Company

(hereinafter called Interborough Company),

party of the third part, and the City of New

York (hereinafter called the City), party of the

fourth part.

Whereas, The Interborough Company, on

March 31, 1911, applied to the Board of Estimate

and Apportionment as the local authority of said

City for the right to construct, maintain and op-

erate four extensions to its street surface railway,

in the Boroughs of Manhattan and The Bronx;

and

Whereas, On 1911, resolutions

granting the right to construct, maintain and

operate two of such extensions and authorizing

the Mayor to execute and deliver the contracts

for said rights in the name and on behalf of The

City of New York, were approved by the Mayor;

and

Whereas, Said contracts each provide that the

same shall not become operative until the Inter-

borough Company shall procure and cause to be

executed and approved in proper form for record

and duly delivered to the Board, an agreement

wherein the Union Railway Company of New

York City, the Southern Boulevard Railroad

Company and the Company shall each agree be-

tween themselves and with the City that a pas-

senger paying a single fare upon a car on the

east or west lines of any of said companies shall

receive, without further payment, a ride north

or south on any line of the other companies, and

a passenger paying a single fare upon a car on

a north or south line of any of said companies

shall receive a ride east or west on any line

of the other companies without further pay-

ment at points of intersection, and that a pas-

senger may continue in the direction in which

his fare was first paid on any other line with-

out further payments.

Now, therefore, in consideration of the prem-

ises and of the sum of one dollar by each of the

parties of the first, second and third parts to the

others paid, the receipt whereof is hereby ac-

knowledge, the parties of the first, second and

third parts do each hereby covenant and agree

with each other and with the party of the fourth

part that a passenger paying a single fare upon

a car on the east or west lines of any of said

companies shall receive, without further pay-

ment, a ride north or south on any line of the

other companies, and a passenger paying a sin-

gle fare upon a car on a north and south line

of any of said companies shall receive a ride

east or west on any line of the other companies,

and that a passenger may continue in the di-

rection in which his fare was first paid on any

other line without further payments.

In witness whereof, the Union Company,

Boulevard Company and Interborough Company,

by their officers thereto duly authorized, have

caused their corporate seals to be hereunto

signed and their corporate seals to be hereunto

affixed the day and year first above written.

UNION RAILWAY COMPANY OF NEW

YORK CITY.

By President.

(SEAL.) Secretary.

THE SOUTHERN BOULEVARD RAILROAD

COMPANY, By President.

(SEAL.) Secretary.

Attest: Secretary.

NEW YORK CITY INTERBOROUGH RAIL-

WAY COMPANY, By President.

(SEAL.) Secretary.

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 they

set forth in and by the foregoing form of pro-

posed contract for the grant of such franchise or

right.

Resolved, That these resolutions and resolu-

tions, including the said resolution for the grant

of a franchise or right applied for by the New

York City Interborough Railway Company, and the

said form of a proposed contract for the grant

of such franchise or right containing said

results of such inquiry, after the same shall be

entered in the minutes of this Board, shall be

published for at least twenty (20) days im-

mediately prior to Thursday, September 21, 1911,

in the City Record, and at least twice during

the ten (10) days immediately prior to Thurs-

day, September 21, 1911, in two (2) daily news-

papers to be designated by the Mayor thereof,

and published in The City of New York at the

expense of the New York City Interborough

Railway Company, together with the following

notice, to wit:

Notice is hereby given that the Board of Es-

timate and Apportionment, before authorizing any

contract for the grant of the franchise or right

applied for by the New York City Interbor-

ough Railway Company, and fully set forth and

ward, from East 149th street to Leggett avenue,

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 man-

ner and procedure of making such grants; and

Whereas, In pursuance of such laws, this

Board adopted a resolution on April 6, 1911,

fixing the date for public hearing thereon as

April 27, 1911, at which citizens were entitled

to appear and be heard, and publication was had

for at least fourteen (14) days in the "Morn-

ing Telegraph" and "New York Sun," news-

papers 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 had on such day; and

Whereas, This Board has made inquiry as to

the money value of the franchise or right ap-

plied for, and proposed to be granted to the

New York City Interborough Railway Com-

pany and the adequacy of the compensation pro-

posed to be paid therefor; now, therefore, it is

Resolved, That the following form of resolu-

tion for the grant of the franchise or right

applied for by the New York City Interborough

Railway Company, containing the form of pro-

posed 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 New York

City Interborough Railway Company the fran-

chise 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 con-

tract, 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

1911, 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 pursu-

ance of the authority of the Board of Estimate

and Apportionment of said City (hereinafter called

the Board), and the New York City Interbor-

ough Railway Company (hereinafter called the

Company), party of the second part, witnesseth:

In consideration of the mutual covenants and

agreements herein contained, the parties hereto

do hereby covenant and agree as follows:

Section 1. The City hereby grants to the

Company, subject to the conditions and provi-

sions herein set forth, the right and privi-

lege to construct, maintain and operate a double

track extension to its street surface railway,

with the necessary wires and equipment for the

purpose of conveying passengers only, in the

Borough of The Bronx, in The City of New

York, upon the following route, to wit:

Beginning on East 149th street, at its inter-

section with St. Ann's avenue, and there con-

necting with the road for which the Company

has a franchise in East 149th street, thence east-

ward and upon East 149th street to the South-

ern boulevard; thence northeastward and upon

the Southern boulevard to Leggett avenue, and

there connecting with the road for which the

Company has a franchise in Leggett avenue;

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

more than a double track in any portion of

Southern boulevard.

The said route, with turnouts, switches and

cross-overs hereby authorized, is shown upon a

map, entitled:

"Map showing proposed extensions of the

New York City Interborough Railway Com-

pany in the Boroughs of Manhattan and The

Borough of New York, to accompany peti-

tion dated March 31, 1911, to the Board of

Estimate and Apportionment."

—and signed by Edward A. Maher, President,

and A. E. Kalbach, Engineer, a copy of which

is attached hereto, is to be deemed a part of

this contract, is to be construed with the text

thereof, and is to be substantially followed, pro-

vided that deviations therefrom and additional

to be paid for the use of such tracks, it may appeal to the Board and the Board may fix a percentage upon the cost to be paid to the Company, at a sum in excess of the legal rate of interest, if, in its opinion, such action is justified.

The Company shall not at any time oppose, but shall, upon the request of the Board, consent to the construction or operation of any street surface railway which may necessitate the use of any portion of the railway which shall be constructed by the Company pursuant to this contract.

Sixth—The Company covenants and agrees to abandon and relinquish, and does hereby abandon and relinquish to the City all its rights and franchises to construct, maintain and operate a street surface railway upon the route beginning at the intersection of East 149th street with St. Ann's avenue; thence northerly on and along St. Ann's avenue to East 156th street; thence easterly on and along said East 156th street to its intersection with Leggett avenue or Craven street; thence southerly and easterly on and along Leggett avenue or Craven street to its intersection with Southern boulevard, all in the Borough of The Bronx, and the Company shall, within one year from the date on which this contract is signed by the Mayor, comply with the provisions of law in regard to the abandonment of said route so abandoned and relinquished, and shall remove therefrom any and all existing tracks of the Company within such time, and restore the pavement in the manner prescribed by the President of the Borough of The Bronx, otherwise this contract shall be void and of no effect. Provided, however, the Board may extend said period for a period or periods not exceeding in the aggregate six months.

Seventh—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 any wise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Eighth—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, the tracks and equipments of the Company constructed, pursuant to this contract, within the streets and avenues shall become the property of the City without cost, and the same may be used or disposed of by the City for any purpose whatsoever, or the same may be leased to any company or individual.

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

Ninth—The Company shall commence construction of the railway herein authorized within six (6) months from the date upon which the consents of the property owners are filed with the Board, or from the date of the order of the Appellate Division of the Supreme Court, made pursuant to section 174 of the Railroad Law confirming the determination of the Commissioners appointed thereunder, that such railway ought to be constructed and shall complete the construction and place the same in full operation within twelve (12) months from the date of filing such consents, or the date of such order, otherwise this right shall cease and determine, and all sums paid, or which may be deposited with the Comptroller of the City, as hereinafter provided, shall thereupon be forfeited to the City, provided that the period for commencement and the period for completion and placing the railway in full operation may be extended by the Board, but the total extension of time for either of such periods shall not exceed in the aggregate six (6) months; and provided, further, that when the commencement or completion of said construction shall be prevented by legal proceedings in any court or by works of public improvement, or from other causes not within control of the Company, the time for the commencement or completion of such construction may be extended for the period of such proceedings, but no delay shall be allowed for unless the court proceedings shall be diligently prosecuted by the Company, and provided further, that in no case shall such delay be deemed to begin until the Company shall have given written notice to the Board of any such court proceedings or other occasion of delay, and deliver to the Board copies of any injunction or other orders, and the papers upon which the same shall have been granted, and unless upon the request of the Board the Company shall, in writing, consent that the Board, either in its own name as a party, or in the name of the City as a party, may intervene in any such proceedings.

Tenth—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 appliances, from time to time, as such additions and improvements are necessary, in 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.

Eleventh—Said railway shall be constructed, maintained and operated subject to the supervision and control of all the authorities of the City who have jurisdiction in such matters, as provided by the Charter of the City.

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

In any permits so issued such officials may also impose such conditions, as a condition of the granting of the same, as are necessary for the purpose of protecting any structures, in the streets and avenues, over which such officials have jurisdiction, and the Company shall comply with such conditions.

The electrical equipment to be installed by the Company for the operation of the railway within the limits of the City, whether the same be upon streets and avenues or upon private property, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Twelfth—Said railway may be operated by overhead electric power substantially similar to the overhead electric system now in use by street surface railways in the Borough of 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.

Provided, however, that the Board, upon giving

to the Company one (1) year's notice, may require the Company to operate its railway upon the whole or upon any portion of its route, by underground electric power substantially similar to the system now in use on the street surface railways in the Borough of Manhattan, or by any other practical motive power then in use which does not require the use of poles and overhead wires in the streets and avenues, and thereupon to discontinue the use of the overhead trolley system, and to remove its poles, wires and other structures used by it for that purpose from the streets and avenues of the City.

Thirteenth—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.

Fourteenth—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 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.

Fifteenth—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.

Sixteenth—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.

Seventeenth—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.

Eighteenth—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.

Nineteenth—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.

Twentieth—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 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 curb lines, 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.

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

Twenty-second—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 The Bronx, 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 renewed or altered pavement.

Twenty-third—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-fourth—It is agreed that the right hereby granted to operate a street surface railway shall not be in preference or in hindrance of 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-fifth—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-sixth—The Company shall submit to the Board a report not later than November 1 of each year for the year ending September 30 next preceding, and at any other time, upon request of the Board, which shall state:

1. The amount of stock issued, for cash, for property.
2. The amount paid in as by last report.
3. The total amount of capital stock paid in.
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt as by last report.
7. The total amount of floating debt.
8. The total amount of funded and floating debt.

9. The average rate per annum of interest on funded debt.

10. Statement of dividends paid during the year.

11. The total amount expended for same.

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

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

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

15. Number of passengers carried during the year.

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

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

18. Total expenses for operation, including salaries.

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

Twenty-seventh—The Company shall at all times keep accurate books of account of the gross receipts from all sources within the limits of the City, and shall, on or before November 1, of each year, make a verified report to the Comptroller of the City of the business done by the Company for the year ending September 30 next preceding, in such form as he may prescribe. Such report shall contain a statement of such gross receipts, the total miles in operation within the limits of the City and the miles of railway constructed and operated under this contract, and such other information as the Comptroller may require. The Comptroller shall have access to all books of the Company for the purpose of ascertaining the correctness of its report, and may examine its officers under oath.

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

Twenty-ninth—If the Company shall fail to give efficient public service at the rates herein fixed, or fail to maintain its structures and equipment as herein provided in good condition throughout the whole term of this contract, the Board may give notice to the Company specifying any default on the part of the Company, and requiring the Company to remedy the same within a reasonable time, and upon failure of the Company to remedy such default within a reasonable time, the Company shall, for each day thereafter during which the default or defect remains, pay to the City the sum of two hundred and fifty dollars (\$250), as fixed or liquidated damages, or the Board, in case such structures or equipment which may affect the surface of the streets shall not be put in good condition within a reasonable time after notice, the Board, as aforesaid, shall have the right to make all needed repairs at the expense of the Company, in which case the Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

Thirtieth—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.

Thirty-first—This grant is upon the express condition that any and all sums of money or any and all securities heretofore deposited with the Comptroller by the Company under and pursuant to franchises heretofore granted to it by the City as a fund for the security for the performance by the Company of the terms and conditions of the franchise so granted, shall likewise be a fund for the security for the faithful performance by the Company of all the terms and conditions of this contract and compliance with all orders of the Board acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at the rates herein fixed, the repairs of the street pavement, the removal of snow and ice, the quality of construction of the railway and the maintenance of the property in good condition throughout the whole term of 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 heating and lighting of cars, fenders, wheelguards and watering of street pavements, the Company shall pay a penalty of fifty dollars (\$50) per day for each day of violation, and the further sum of ten dollars (\$10) per day for each car that shall not be properly heated, lighted or supplied with fenders or wheelguards, in case of a violation of the provisions relating to these matters, all of which sums may be deducted from such 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, and in default thereof this contract shall be canceled 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-second—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-third—The words "streets or avenues" and "streets and avenues" wherever used in this contract shall be deemed to mean "streets, avenues, highways, parkways, driveways, concourses, boulevards, bridges, viaducts, tunnels, public places or any other property to which the City has title, or over which the public has an easement," encountered in the route hereinabove described, and upon or in which authority is hereby given to the Company to construct a railway.

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

Section 3. The grant of this privilege to the Company is likewise subject to the following conditions:

This contract shall not become operative until the Company shall procure and cause to be executed and approved in proper form for record and duly delivered to the Board of Estimate and Apportionment:

First—An agreement with the Southern Boulevard Railroad Company, wherein said Company shall agree to permit the use of its tracks on Southern boulevard, between East 149th street and Leggett avenue, by the Company, its successors or assigns, the City, or any other company to which the City may, after the termination of this contract, grant or lease rights, and the compensation for such use shall not exceed the terms provided by section 2, Fifth, of this contract.

Upon the failure of the said Southern Boulevard Railroad Company for any reason at any time hereafter to permit the use of its tracks on Southern boulevard, between East 149th street and Leggett avenue by the Company, its successors or assigns, the City, or any other company to which the City may, after the termination of this contract, grant or lease rights, the rights hereby granted shall cease and determine.

Second—An agreement wherein the Union Railway Company of New York City, the Southern Boulevard Railroad Company and the Company shall each agree between themselves and with the City that a passenger paying a single fare upon a car on the east or west lines of any of said companies shall receive, without further payment, a ride north or south on any line of the other companies, and a passenger paying a single fare upon a car on a north or south line of any of said companies shall receive a ride east or west on any line of the other companies without further payment at points of intersection, and that a passenger may continue in the direction in which his fare was first paid on any other line, without further payments. Upon the failure of the said three companies or any of them to furnish such a continuous ride for one fare over their routes, or over any part of their routes, as herein provided, at any time during the term of this grant or any renewal or renewals thereof, the rights hereby granted shall thereupon cease and determine.

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

Section 6. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms, conditions and requirements in this contract fixed and contained.

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

THE CITY OF NEW YORK,
By Mayor.

(CORPORATE SEAL.)
Attest: City Clerk.
NEW YORK CITY INTERBOROUGH RAILWAY COMPANY,
By President.

(SEAL.)
Attest: Secretary.

Agreement, made this day of 1911, between the Southern Boulevard Railroad Company (hereinafter called Boulevard Company), party of the first part, New York City Interborough Railway Company (hereinafter called Interborough Company), party of the second part, and The City of New York (hereinafter called the City), party of the third part.

Whereas, The Interborough Company, on March 31, 1911, applied to the Board of Estimate and Apportionment, as the local authority of said City, for the right to construct, maintain and operate four extensions to its street surface railway in the Boroughs of Manhattan and The Bronx; and

Whereas, On 1911, a resolution granting the right to construct, maintain and operate one of such extensions, to wit: On East 149th street, from St. Ann's avenue to Southern boulevard; thence on Southern boulevard to Leggett avenue, in the Borough of The Bronx, and authorizing the Mayor to deliver the contract for said right in the name and on behalf of The City of New York, was approved by the Mayor; and

Whereas, Said contract provides that the Interborough Company shall procure and cause to be executed an agreement wherein said Boulevard Company shall agree to permit the use of its tracks on the route beginning at the intersection of Southern boulevard with East 149th street; thence northeasterly and upon Southern boulevard to the intersection of Southern boulevard with Leggett avenue in the Borough of The Bronx by the Interborough Company, its successors or assigns, the City or any other company to which the City may, after the termination of this grant, grant or lease rights, and the compensation for such use shall not exceed that provided in section 2, subdivision Fifth, of the said contract.

Now, therefore, In consideration of the premises and of the sum of one dollar by each of

the parties of the first and second parts to the other paid, the receipt whereof is hereby acknowledged, the parties of the first and second parts do hereby covenant and agree with each other and with the party of the third part that the Interborough Company may construct and operate its railroad upon Southern Boulevard on the route beginning at the intersection of Southern Boulevard with East 149th street; thence northeasterly in and upon Southern Boulevard to the intersection of Southern Boulevard with Leggett avenue, in the Borough of The Bronx, and enjoy with the said Boulevard Company a right in common to the use of the route and tracks of said Boulevard Company upon the said route, and the Boulevard Company further covenants and agrees to permit the use of its tracks by the Interborough Company, its successors or assigns, the City or any other company to which the City may after the termination of this grant, grant or lease any rights on said route, and that the compensation for such use shall not exceed that provided in section 2, subdivision Fifth, of the said contract.

In witness whereof, the Boulevard Company and the Interborough Company, by their officers thereunto duly authorized, have caused their corporate names to be hereunto signed and their corporate seals to be hereunto affixed the day and year first above written.

THE SOUTHERN BOULEVARD RAILROAD COMPANY,

By _____, President.

Attest: _____ Secretary.
NEW YORK CITY INTERBOROUGH RAILWAY COMPANY,

By _____, President.

(SEAL.) Attest: _____ Secretary.
(Here add acknowledgments.)

Agreement, made this _____ day of _____, 1911, between the Union Railway Company of New York City (hereinafter called Union Company), party of the first part, the Southern Boulevard Railroad Company (hereinafter called Boulevard Company), party of the second part, New York City Interborough Railway Company (hereinafter called Interborough Company), party of the third part, and The City of New York (hereinafter called the City), party of the fourth part.

Whereas, The Interborough Company, on March 31, 1911, applied to the Board of Estimate and Apportionment, as the local authority of said City, for the right to construct, maintain and operate four extensions to its street surface railway, in the Boroughs of Manhattan and The Bronx; and

Whereas, On _____, 1911, resolutions granting the right to construct, maintain and operate two of such extensions and authorizing the Mayor to execute and deliver the contracts for said rights in the name and on behalf of The City of New York, were approved by the Mayor; and

Whereas, Said contracts each provide that the same shall not become operative until the Interborough Company shall procure and cause to be executed and approved in proper form for record and duly delivered to the Board, an agreement wherein the Union Railway Company of New York City, the Southern Boulevard Railroad Company and the Company shall each agree between themselves and with the City that a passenger paying a single fare upon a car on the east or west lines of any of said companies shall receive, without further payment, a ride north or south on any line of the other companies, and a passenger paying a single fare upon a car on a north or south line of any of said companies shall receive a ride east or west on any line of the other companies, without further payment at points of intersection, and that a passenger may continue in the direction in which his fare was first paid on any other line without further payments.

Now, therefore, in consideration of the premises and of the sum of one dollar by each of the parties of the first, second and third parts to the others paid, the receipt whereof is hereby acknowledged, the parties of the first, second and third parts do hereby covenant and agree with each other and with the party of the fourth part that a passenger paying a single fare upon a car on the east or west lines of any of said companies shall receive, without further payment, a ride north or south on any line of the other companies, and a passenger paying a single fare upon a car on a north or south line of any of said companies shall receive a ride east or west on any line of the other companies, without further payment at points of intersection, and that a passenger may continue in the direction in which his fare was first paid on any other line without further payments.

In witness whereof, the Union Company, Boulevard Company and Interborough Company, by their officers thereunto duly authorized, have caused their corporate names to be hereunto signed and their corporate seals to be hereunto affixed the day and year first above written.

UNION RAILWAY COMPANY OF NEW YORK CITY,

By _____, President.

Attest: _____ Secretary.
THE SOUTHERN BOULEVARD RAILROAD COMPANY,

By _____, President.

Attest: _____ Secretary.
NEW YORK CITY INTERBOROUGH RAILWAY 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, as are hereinbefore specified and fully set forth in and by the foregoing form of proposed contract for the grant of such franchise or right.

Resolved, That these preambles and resolutions, including the said resolution for the grant of a franchise or right applied for by The New York City Interborough Railway 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, September 21, 1911, in the City Record, and at least twice during the ten (10) days immediately prior to Thursday, September 21, 1911, in two (2) daily newspapers, to be designated by the Mayor therefor, and published in The City of New York, at the expense of the New York City Interborough Railway Company, together with the following notice, to wit:

Notice is hereby given that the Board of Estimate and Apportionment before authorizing any contract for the grant of the franchise or right applied for by the New York City Interborough Railway Company, and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolution authorizing any such contract, will, at a meeting of said Board, to be held in the Old Council Chamber, City Hall, Borough of Manhattan, City of New York, on Thursday, September 21, 1911, at 10.30

o'clock a. m., hold a public hearing thereon, at which citizens shall be entitled to appear and be heard.

("Standard Union" and "Globe" designated.)
JOSEPH HAAG, Secretary.
Dated New York, July 6, 1911. a28,s21

PUBLIC NOTICE IS HEREBY GIVEN THAT at the meeting of the Board of Estimate and Apportionment held July 6, 1911, the following resolutions were adopted:

Whereas, The New York City Interborough Railway Company has, under date of March 31, 1911, 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 West 145th street, from Lenox avenue to Broadway, 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 to such laws, this Board adopted a resolution on April 6, 1911, fixing the date for public hearing thereon as April 27, 1911, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in the "Morning Telegraph" and "New York Sun," 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 had 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 New York City Interborough Railway Company, and the adequacy of the compensation proposed to be paid therefor; now, therefore, it is

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

Proposed Form of Contract.

This contract, made this _____ day of _____, 1911, 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 said City, and the New York City Interborough Railway Company (hereinafter called the Company), party of the second part, witnesses:

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 herein set forth, the right and privilege to construct, maintain and operate a double track extension to its street surface railway, with the necessary wires and equipment, for the purpose of conveying passengers only in the Borough of Manhattan, in The City of New York, upon the following route, to wit:

Beginning on West 145th street at its intersection with the westerly side of Lenox avenue, and there connecting with the road for which the Company has a franchise in West 145th street; thence westerly in and upon West 145th street to the easterly side of Broadway. 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 more than a double track in any portion of West 145th street. The said route, with turnouts, switches and crossovers, hereby authorized, is shown upon a map entitled:

"Map showing proposed extensions of the New York City Interborough Railway Company in the Boroughs of Manhattan and The Bronx, City of New York, to accompany petition dated March 31, 1911, to the Board of Estimate and Apportionment."

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

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

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

Second—The said right to construct, maintain and operate said railway shall be held and enjoyed by the Company from the date upon which this contract is signed by the Mayor until March 31, 1928, 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 two thousand five hundred dollars (\$2,500), in cash, within three (3) months after the date on which this contract is signed by the Mayor, and before anything is done in exercise of the privilege hereby granted.

(b) During the first term of five (5) years an annual sum which shall in no case be less than six hundred dollars (\$600), and which shall be equal to three (3) per cent. of its gross annual receipts if such percentage shall exceed the sum of six hundred dollars (\$600).

During the second term of five (5) years an annual sum which shall in no case be less than one thousand one hundred dollars (\$1,100), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of one thousand one hundred dollars (\$1,100).

During the third term of five (5) years an annual sum which shall in no case be less than one thousand two hundred dollars (\$1,200), and which shall be equal to five (5) per cent. of its gross annual receipts if such percentage shall exceed the sum of one thousand two hundred dollars (\$1,200).

During the remaining term expiring March 31, 1928, an annual sum which shall in no case be less than one thousand three hundred dollars (\$1,300), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of one thousand three hundred dollars (\$1,300).

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 whatever kind or description, now or hereafter required to be paid by any ordinance of the City or resolution of the Board or any law of the State of New York.

Fourth—The annual charges or payments shall continue throughout the whole term of this contract (whether original or renewal), notwithstanding any clause in any statute or in the charter of any other railway or railroad company providing for payment for railway or railroad rights or franchises at a different rate, and no assignment, lease or sublease of the rights or privileges hereby granted (whether original or renewal), or of any part thereof, or of any of the routes mentioned herein, or of any part thereof, shall be valid or effectual for any purpose unless the said assignment, lease or sublease shall contain a covenant on the part of the assignee or lessee that the same is subject to all the conditions of this contract; and that the assignee or lessee assumes and will be bound by all of said conditions; and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or 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 individual or other corporation a similar right or privilege upon the same or other terms and conditions, over the route hereinbefore described.

The use of the railway constructed by the Company under this contract, including the tracks, wires and other equipment or any structures used in connection therewith, in streets and avenues hereinbefore described, shall be permitted by the Company, to any individual or corporation to which the City may have granted, or may hereafter grant, the right or privilege to use such streets and avenues for street railway purposes, upon payment of an annual sum by such individual or corporation to the Company, which shall equal the legal interest on such proportion of the actual cost of the construction of such railway and structures, and additions and betterments thereto, as the number of cars operated by such individual or corporation shall bear to the number of cars operated by the Company then using the same; and also such proportion of the cost of keeping the tracks and electrical equipment in repair, and the cost of additions and betterments thereto, such proportion of laying and repairing of pavement and removal of snow and ice and all other duties imposed upon the Company by the terms of this contract in

connection with the maintenance or the operation of said railway so used, as the number of cars operated by such individual or corporation shall bear to the number of cars operated by the companies then using the same, together with the actual cost of the power necessary for the operation of the cars thereon of such individual or corporation. Provided, however, that if, in the opinion of the Company, the legal rate of interest upon the cost of such railway shall be an insufficient sum to be paid for the use of such tracks, it may appeal to the Board, and the Board may fix a percentage upon the cost to be paid to the Company, at a sum in excess of the legal rate of interest if, in its opinion, such action is justified.

The Company shall not at any time oppose, but shall, upon the request of the Board, consent to the construction or operation of any street surface railway which may necessitate the use of any portion of the railway which shall be constructed by the Company pursuant to this contract.

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 any wise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Seventh—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, the tracks and equipments of the Company constructed pursuant to this contract within the streets and avenues shall become the property of the City without cost, and the same may be used or disposed of by the City for any purpose whatsoever, or the same may be leased to any company or individual.

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

Eighth—The Company shall commence construction of the railway herein authorized within six (6) months from the date upon which the consents of the property owners are filed with the Board or from the date of the order of the Appellate Division of the Supreme Court, made pursuant to Section 174 of the Railroad Law, confirming the determination of the Commissioners appointed thereunder, that such railway ought to be constructed and shall complete the construction and place the same in full operation within twelve (12) months from the date of filing such consents or the date of such order; otherwise this right shall cease and determine, and all sums paid, or which may be deposited with the Comptroller of the City, as hereinafter provided, shall thereupon be forfeited to the City; provided that the period for commencement and the period for completion and placing the railway in full operation may be extended by the Board, but the total extension of time for either of such periods shall not exceed in the aggregate six (6) months; and provided, further, that when the commencement or completion of said construction shall be prevented by legal proceedings in any court or by works of public improvement, or from other causes not within control of the Company, the time for the commencement or completion of such construction may be extended for the period of such prevention, but no delay shall be allowed for unless the court proceedings shall be diligently prosecuted by the Company, and provided further, that in no case shall such delay be deemed to begin until the Company shall have given written notice to the Board of any such court proceedings or other occasion of delay, and deliver to the Board copies of any injunction or other orders, and the papers upon which the same shall have been granted, and unless upon the request of the Board the Company shall, in writing, consent that the Board either in its own name as a party, or in the name of the City as a party, may intervene in any such proceedings.

Ninth—Said railway shall be constructed and operated in the latest approved manner of street railway construction and operation, and it is hereby agreed that the Board may require the Company to improve or add to the railway equipment, including rolling stock and railway appurtenances, from time to time, as such conditions and improvements are necessary, in the opinion of the Board. Upon failure on the part of the Company to comply with the direction of the Board within a reasonable time, the rights hereby granted shall cease and determine.

Tenth—Said railway shall be constructed, maintained and operated subject to the supervision and control of all the authorities of the City who have jurisdiction in such matters, as provided by the Charter of the City.

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 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.

Eleventh—Said railway 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, 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.

Twelfth—No wires for the transmission of power 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) ducts not less than three (3) inches in diameter each for the exclusive use of the City. The Company hereby agrees that such ducts shall be used only by the Company and the City, as above.

Thirteenth—The rate of fare for any passenger upon said railway shall not exceed five (5) cents and the Company shall not charge any passenger more than five (5) cents for

one continuous ride from any point on 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.

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

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

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

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

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

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

Nineteenth—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 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 curb lines, 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.

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

Twenty-first—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 Manhattan, 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 officials, at its own expense, and the provisions as to repairs herein contained shall apply to such renewed or altered pavement.

Twenty-second—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-third—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-fourth—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-fifth—The Company shall submit to the Board a report not later than November 30 next preceding, and at any other time, upon request of the Board, which shall state:

1. The amount of stock issued, for cash, for property.
2. The amount paid in as by last report.
3. The total amount of capital stock paid in.
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt as by last report.
7. The total amount of floating debt.
8. The total amount of funded and floating debt.
9. The average rate per annum of interest on funded debt.
10. Statement of dividends paid during the year.
11. The total amount expended for same.
12. The names of the directors elected at the last meeting of the corporation held for such purpose.
13. Location, value and amount paid for real estate owned by the Company as by last report.
14. Location, value and amount paid for real estate now owned by the Company.
15. Number of passengers carried during the year.
16. Total receipts of Company for each class of business.
17. Amount paid by the Company for damages to persons or property on account of construction and operation.
18. Total expenses for operation, including salaries.

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

Twenty-sixth—The Company shall at all times keep accurate books of account of the gross receipts from all sources within the limits of the City, and shall, on or before November 1 of each year, make a verified report to the Comptroller of the City of the business done by the Com-

pany for the year ending September 30 next preceding, in such form as he may prescribe. Such report shall contain a statement of such gross receipts, the total miles in operation within the limits of the City, and the miles of railway constructed and operated under this contract, and such other information as the Comptroller may require. The Comptroller shall have access to all books of the Company for the purpose of ascertaining the correctness of its report, and may examine its officers under oath.

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

Twenty-eighth—If the Company shall fail to give efficient service at the rates herein fixed, or fail to maintain its structures and equipment as herein provided in good condition throughout the whole term of this contract, the Board may give notice to the Company, specifying any fault on the part of the Company, and requiring the Company to remedy the same within a reasonable time; and upon failure of the Company to remedy such default within a reasonable time, the Company shall, for each day thereafter during which the default or defect remains, pay to the City the sum of two hundred and fifty dollars (\$250), as fixed or liquidated damages, or the Board, in case such structures or equipment which may affect the surface of the streets shall not be put in good condition within a reasonable time after notice by the Board as aforesaid, shall have the right to make all needed repairs at the expense of the Company, in which case the Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

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

Thirtieth—This grant is upon the express condition that any and all sums of money or any and all securities heretofore deposited with the Comptroller by the Company under and pursuant to franchises heretofore granted to it by the City as a fund for the security for the performance by the Company of the terms and conditions of the franchises so granted, shall likewise be a fund for the security for the performance by the Company of all the terms and conditions of this contract and compliance with all orders of the Board acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at the rates herein fixed, the repairs of the street pavement, the removal of snow and ice, the quality of construction of the railway and the maintenance of the property in good condition throughout the whole term of 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 roadway, heating and lighting of cars, fenders, wheelguards and watering of street pavements, the Company shall pay a penalty of fifty dollars (\$50) per day for each day of violation, and the further sum of ten dollars (\$10) per day for each car that shall not be properly heated, lighted or supplied with fenders or wheelguards, in case of a violation of the provisions relating to those matters, all of which sums may be deducted from said fund.

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

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

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

Thirty-second—The words "streets or avenues" and "streets and avenues" wherever used in this contract shall be deemed to mean "streets, avenues, highways, parkways, driveways, concourses, boulevards, bridges, viaducts, tunnels, public places or any other property to which the City has title, or over which the public has an easement," encountered in the route hereinabove described, and upon or in which authority is hereby given to the Company to construct a railway.

Thirty-third—If at any time the powers of

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

Section 3. Nothing in this contract shall be construed as in any way limiting the present or future jurisdiction of the Public Service Commission 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 other provisions of the Railroad Law, pertinent thereto, 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.] City Clerk.
NEW YORK CITY INTERBOROUGH RAILWAY COMPANY,
By President.

[SEAL.] Secretary.
Attest: (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 New York City Interborough Railway 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, September 21, 1911, in the City Record, and at least twice during the ten (10) days immediately prior to Thursday, September 21, 1911, in two (2) daily newspapers to be designated by the Mayor thereof, and published in The City of New York, at the expense of the New York City Interborough Railway Company, together with the following notice, to wit:

Notice is hereby given that the Board of Estimate and Apportionment, before authorizing any contract for the grant of the franchise or right applied for by the New York City Interborough Railway Company, and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolution authorizing any such contract, will, at a meeting of said Board, to be held in the Old Council Chamber, City Hall, Borough of Manhattan, City of New York, on Thursday, September 21, 1911, at 10.30 o'clock a. m., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

(The "Sun" and "Evening Mail" designated).
JOSEPH HAAG, Secretary.
Dated New York, July 6, 1911. a28,s21

DEPARTMENT OF PUBLIC CHARITIES.

DEPARTMENT OF PUBLIC CHARITIES, FOOT OF E. 26TH ST., NEW YORK.

TO CONTRACTORS.

PROPOSALS FOR BIDS OR ESTIMATES.

SEALED BIDS OR ESTIMATES WILL BE received by the Department of Public Charities, at the above office, until 2.30 o'clock p. m., on

WEDNESDAY, AUGUST 30, 1911.
FOR FURNISHING AND DELIVERING ANTHRACITE, BITUMINOUS AND GAS COAL.

The quantities are as follows:
Boroughs of Manhattan and The Bronx.
1,300 tons egg coal.
2,500 tons buckwheat coal.
600 tons pea coal.
400 tons stove coal.
5,500 tons bituminous coal.
200 tons gas coal.

Boroughs of Brooklyn and Queens.
2,500 tons pea coal.
600 tons stove coal.

Borough of Richmond.
200 tons egg coal.

The time for the performance of the contract is during the months of September, October, November and December, 1911.

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

The bidder will state the price gross ton, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total and awards made to the lowest bidder on each class as stated in the specifications.

Blank forms and further information may be obtained at the office of the Department, foot of E. 26th st., Borough of Manhattan.

MICHAEL J. DRUMMOND, Commissioner.

The City of New York, August 17, 1911. a19,30.

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

BOROUGH OF QUEENS.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF QUEENS, 3D 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 o'clock a. m., on

MONDAY, SEPTEMBER 11, 1911,

FOR REGULATING, GRADING AND PAVING WITH ASPHALTIC CONCRETE, WARRENITE OR AMESITE PAVEMENT ON A MACADAM FOUNDATION, AND ALL WORK INCIDENTAL THERETO IN LAWRENCE ST. AND COLLEGE POINT CAUSEWAY, FROM A POINT 500 FEET NORTH OF BROADWAY TO 13TH ST., THIRD WARD.

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

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

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

1,800 square yards of bitulithic concrete on prepared macadam foundation, laid outside of the railroad franchise area, and five years' maintenance.

7,000 square yards of bitulithic concrete on prepared macadam foundation laid outside of the railroad franchise area and no maintenance.

1,500 square yards of bitulithic concrete on prepared macadam foundation, laid within the railroad franchise area, and no maintenance.

—by one of the following methods, to wit:

Method A—An asphaltic concrete pavement laid under the Tonawanda Specifications, two (2) inches in thickness.

Method B—The Warrenite pavement laid under the patents of Warren Brothers Co., two (2) inches in thickness.

Method C—The Amesite pavement laid under patents of the Amesite Company, two (2) inches in thickness after ultimate compression.

700 square yards of stone gutters, laid or re-laid.

2,500 feet (B. M.) timber in drain in place.

7,000 square yards of macadam foundation in place.

The bidder must state the price of each item or article contained in the Specifications or Schedule herein contained, or hereafter 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, N. Y., August 28, 1911. a29,s11.

LAWRENCE GRESSER, President.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF QUEENS, 3D 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

MONDAY, SEPTEMBER 11, 1911.

No. 1. TO CONSTRUCT A TEMPORARY DRY WEATHER FLOW SEWER AND APPURTENANCES IN ROCKAWAY ROAD, FROM LEFFERTS AVE. TO PANAMA ST.; IN PANAMA ST. FROM ROCKAWAY ROAD TO STANLEY AVE.; IN STANLEY AVE. FROM PANAMA ST. TO SHENANDOAH ST., AND IN SHENANDOAH ST. FROM STANLEY AVE. TO THE JAMAICA SEWAGE DISPOSAL PLANT, FOURTH WARD.

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

7,264 linear feet 3-foot concrete sewer.

361 linear feet twin 3-foot cast iron syphon, including concrete cradle.

1 grit chamber, including manhole.

1 up-stream drop chamber, complete, including 2 manholes.

1 down-stream drop chamber, including 3 manholes, motor chamber, pump chamber and complete pumping plant.

Underpinning of 72-inch steel pipe, complete, as shown on plan.

Underpinning of two (2) 48-inch cast iron pipes, including moving one pipe and underpinning of masonry aqueduct, complete, as shown on plan.

1 concrete culvert, complete.

38 manholes, complete.

10 cubic yards concrete in place; not shown on plan.

500 pounds steel reinforcement in place; not shown on plan.

10,000 feet B. M. timber, for foundation, furnished and laid.

20,000 feet B. M. timber, for bracing and sheet piling.

7,500 linear feet piles, below caps, furnished, driven and cut off.

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

The amount of security required will be Thirty Thousand (\$30,000) Dollars.

No. 2. TO CONSTRUCT A SEWER AND APPURTENANCES IN PLEASURE AVE., FROM 2D AVE. TO LAWRENCE ST., FIRST WARD.

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

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

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

2 manholes, complete.

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

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

No. 3. TO CONSTRUCT A SEWER AND APPURTENANCES IN WILSON AVE., FROM 12TH AVE. TO 13TH AVE., FIRST WARD.

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

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

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

2 manholes, complete.

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

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

No. 4. TO CONSTRUCT A SEWER AND APPURTENANCES IN JAMAICA AVE., FROM 13TH AVE. TO 18TH AVE., FIRST WARD.

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

1,050 linear feet 12-inch, vitrified, salt glazed pipe sewer.

1,275 linear feet 6-inch, vitrified, salt glazed pipe sewer, for house connections.

10 manholes, complete.

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

The amount of security required will be Fifty Thousand (\$15,000) Dollars.

No. 5. TO CONSTRUCT A SEWER AND APPURTENANCES IN HUNTER AVE., FROM SKILLMAN PLACE TO ACADEMY ST. AND WILBUR AVE., FIRST WARD.

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

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

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

4 manholes, complete.

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

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

The bidder must state the price of each item or article contained in the specifications or schedule herein contained, or hereafter annexed, per square yard, per 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 at the plans or drawings may be seen at the office of the President of the Borough of Queens.

Dated Long Island City, August 28, 1911.
LAWRENCE GRESSER, President of the Borough of Queens. a29,s11.

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 o'clock a. m., on

WEDNESDAY, SEPTEMBER 6, 1911.

No. 1. FOR REGULATING, GRADING AND REPAVING WITH ASPHALTIC CONCRETE, WARRENITE OR AMESITE PAVEMENT ON A MACADAM FOUNDATION AND ALL WORK INCIDENTAL THERETO IN SHELL ROAD, FROM THOMSON AVE. TO JACKSON AVE., SECOND WARD.

The time allowed for doing and completing the above work will be seventy-five (75) working days.

The amount of security required will be Fourteen Thousand Dollars (\$14,000).

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

30,800 square yards bitulithic concrete on prepared macadam foundation, laid outside of the railroad franchise area, and five (5) years' maintenance, by one of the following methods, to wit:

Method A—An asphaltic concrete pavement laid under the Topeka Sterling specifications, two (2) inches in thickness.

Method B—The "Warrenite" pavement laid under the patents of Warren Brothers Company, two (2) inches in thickness.

Method C—The Amesite pavement laid under patents of the Amesite Company, two (2) inches in thickness after ultimate compression.

5,000 square yards of stone block gutters, reinforced and laid.

No. 2. FOR REGULATING, GRADING AND REPAVING WITH ASPHALTIC CONCRETE, WARRENITE OR AMESITE PAVEMENT ON A MACADAM FOUNDATION AND ALL WORK INCIDENTAL THERETO IN FLUSHING AND ASTORIA ROAD, FROM OLD BOWERY BAY ROAD TO JACKSON AVE., SECOND WARD.

The time allowed for doing and completing the above work will be seventy (70) working days.

The amount of security required will be Thirteen Thousand Dollars (\$13,000).

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

26,300 square yards bitulithic concrete on prepared macadam foundation, laid outside of the railroad franchise area, and five (5) years' maintenance.

1,400 square yards bitulithic concrete on prepared macadam foundation, laid within the railroad franchise area, and no maintenance, by one of the following methods, to wit:

Method A—An asphaltic concrete pavement laid under the Topeka Sterling specifications, two (2) inches in thickness.

Method B—The "Warrenite" pavement laid under the patent of Warren Brothers Company, two (2) inches in thickness.

Method C—The Amesite pavement laid under patents of the Amesite Company, two (2) inches in thickness after ultimate compression.

50 cubic yards of macadam foundation.

21,000 square yards of stone gutters, laid or relaid.

200 cubic yards of excavation.

750 linear feet of twelve (12) inch salt glazed stoneware pipe, one (1) inch thick.

24 linear feet of twelve (12) inch cast iron pipe, ¾ inch thick.

1 catch basin, complete.

3 manholes, complete.

No. 3. FOR REGULATING, GRADING AND REPAVING WITH ASPHALTIC CONCRETE, WARRENITE OR AMESITE PAVEMENT ON A MACADAM FOUNDATION AND ALL WORK INCIDENTAL THERETO IN HEMPSTEAD AND JAMAICA TURNPIKE, FROM HARVARD AVE. TO THE CITY LINE, FOURTH WARD.

The time allowed for doing and completing the above work will be ninety (90) working days.

The amount of security required will be Seventeen Thousand Dollars (\$17,000).

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

34,250 square yards bitulithic concrete on prepared macadam foundation, laid outside of the railroad franchise area, and five (5) years' maintenance.

4,850 square yards bitulithic concrete on prepared macadam foundation, laid within the railroad franchise area, and no maintenance, by one of the following methods, to wit:

Method A—An asphaltic concrete pavement laid under the Topeka Sterling specifications, two (2) inches in thickness.

Method B—The "Warrenite" pavement laid under the patents of Warren Brothers Company, two (2) inches in thickness.

Method C—The Amesite pavement laid under patents of the Amesite Company, two (2) inches in thickness after ultimate compression.

2,500 square yards of stone gutters, laid or relaid.

No. 4. FOR REGULATING, GRADING AND REPAVING WITH ASPHALTIC CONCRETE, WARRENITE OR AMESITE PAVEMENT ON A MACADAM FOUNDATION AND ALL WORK INCIDENTAL THERETO IN CENTRAL AVE., FROM THE MERRICK ROAD TO THE CITY LINE, FOURTH WARD.

The time allowed for doing and completing the above work will be seventy-five (75) working days.

The amount of security required will be Twelve Thousand Dollars (\$12,000).

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

27,650 square yards bitulithic concrete on prepared macadam foundation, laid outside of the railroad franchise area, and five (5) years' maintenance, by one of the following methods, to wit:

Method A—An asphaltic concrete pavement laid under the Topeka Sterling specifications, two (2) inches in thickness.

Method B—The "Warrenite" pavement laid under the patents of Warren Brothers Company, two (2) inches in thickness.

Method C—The Amesite pavement laid under patents of the Amesite Company, two (2) inches in thickness after ultimate compression.

The bidder must state the price of each item or article contained in the specifications or schedule herein contained, or hereafter 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, N. Y., August 25, 1911.

LAWRENCE GRESSER, President. a25,s6.

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

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY, ROOM 1903, 13 TO 21 PARK ROW, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Water Supply, Gas and Electricity at the above office until 2 o'clock p. m., on

FRIDAY, SEPTEMBER 8, 1911,

Borough of Richmond.

FOR FURNISHING, DELIVERING, STORING AND TRIMMING COAL.

The time allowed for the delivery of the coal and the performance of the contract is one hundred (100) calendar days for all sections.

The amount of the security required is twenty-five per cent. (25%) of the bid or estimate. The bidder will state the price, per unit, of each item of work or supplies contained in the specifications or schedule by which the bids will be tested.

The bids will be compared and award made to the lowest bidder.

Bidders are requested to make their bids or estimates upon the blank form prepared by the Department, a copy of which, with the proper envelope in which to enclose the bid, together with a copy of the contract, including the specifications, in the form approved by the Corporation Counsel, can be obtained upon application therefor at the office of the Department, Room 1903, 13 to 21 Park Row, Borough of Manhattan, where any further information desired may be obtained.

HENRY S. THOMPSON, Commissioner.

Dated August 24, 1911. a26,s8.

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

FRIDAY, SEPTEMBER 8, 1911,

Borough of Brooklyn.

FOR FURNISHING AND DELIVERING FORAGE.

The time allowed for the delivery of the forage and the performance of the contract is seventy-five (75) calendar days.

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

The bidder will state the price, per unit, of each item of work or supplies contained in the specifications or schedule by which the bids will be tested. The bids will be compared and award made to the lowest bidder for all the work, articles, materials and supplies contained in the specifications or schedule attached thereto.

Bidders are requested to make their bids or estimates upon the blank form prepared by the Department, a copy of which, with the proper envelope in which to enclose the bid, together with a copy of the contract, including the specifications, in the form approved by the Corporation Counsel, can be obtained upon application therefor at the office of the Department, Room 1903, 13 to 21 Park Row, Borough of Manhattan, where any further information desired may be obtained.

HENRY S. THOMPSON, Commissioner.

Dated August 24, 1911. a26,s8.

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

FRIDAY, SEPTEMBER 8, 1911,

Boroughs of Manhattan and The Bronx.

1. FOR HAULING AND LAYING WATER MAINS AND APPURTENANCES IN VARIOUS STREETS IN THE BOROUGH OF THE BRONX.

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

The security required is Thirty Thousand Dollars (\$30,000).

2. FOR FURNISHING AND DELIVERING CHLORIDE OF LIME.

The time allowed for delivering the chloride of lime and the performance of the contract is one hundred and eighty (180) calendar days.

The security required is Twenty-five Hundred Dollars (\$2,500).

3. FOR HAULING AND SETTING FIRE HYDRANTS AND APPURTENANCES IN VARIOUS STREETS IN THE BOROUGH OF MANHATTAN.

The time allowed for doing and completing the entire work is one hundred (100) working days.

The security required is Four Thousand Dollars (\$4,000).

The bidder will state the price, per unit, of each item of work or supplies contained in the specifications or schedule, by which the bids will be tested.

The bids will be compared and awards made to the lowest bidder on each contract for all the work, articles, materials and supplies contained in the specifications or schedule attached thereto.

Bidders are requested to make their bids or estimates upon the blank form prepared by the Department, a copy of which, with the proper envelope in which to enclose the bid, together with a copy of the contract, including the specifications, in the form approved by the Corporation Counsel, can be obtained upon application therefor at the office of the Department, Room 1903, 13 to 21 Park Row, Borough of Manhattan, where any further information desired may be obtained.

HENRY S. THOMPSON, Commissioner.

Dated August 24, 1911. a26,s8.

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

FRIDAY, SEPTEMBER 8, 1911,

Boroughs of Manhattan and The Bronx.

FOR PAINTING, LAYING CEMENT CONCRETE SIDEWALK AND ERECTING FLOOR AT THE VARIOUS PUMPING STATIONS.

The time allowed for doing and completing the work will be as follows: For Section I., sixty

(60) working days; for Section II., thirty (30) working days; for Section III., sixty (60) working days.

The security required is as follows: For Section I., One Thousand Dollars (\$1,000); for Section II., Two Hundred Dollars (\$200); for Section III., Two Hundred Dollars (\$200).

The bidder will state the price, per unit, of each item of work or supplies contained in the specifications or schedule, by which the bids will be tested.

Bids will be received for any one section, or for any number of sections, but in comparing the bids, the bids for each section will be compared separately, and the contract awarded by sections.

Bidders are requested to make their bids or estimates upon the blank form prepared by the Department, a copy of which, with the proper envelope in which to enclose the bid, together with a copy of the contract, including the specifications, in the form approved by the Corporation Counsel, can be obtained upon application therefor at the office of the Department, Room 1903, 13 to 21 Park Row, Borough of Manhattan, where any further information desired may be obtained.

HENRY S. THOMPSON, Commissioner.

Dated August 24, 1911. a26,s8.

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

DEPARTMENT OF CORRECTION

DEPARTMENT OF CORRECTION, 148 E. 20TH ST., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Correction, at the above office, until 11 o'clock a. m., on

THURSDAY, SEPTEMBER 7, 1911.

FOR FURNISHING ALL LABOR AND MATERIAL REQUIRED FOR THE COMPLETE INSTALLATION OF A THREE-WIRE 110-220 VOLT LIGHTING SYSTEM IN BUILDING NO. 5, KNOWN AS THE BRANCH WORKHOUSE (HARTS ISLAND, N. Y., TOGETHER WITH A SERVICE CONNECTION AND PANEL BOARD, ETC., IN BUILDING NO. 4.

The time for the completion of the work and the full performance of the contract is by or before 100 working days.

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

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

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Department of Correction, the Borough of Manhattan, 148 E. 20th st.

PATRICK A. WHITNEY, Commissioner.

Dated August 25, 1911. a25,s7.

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

DEPARTMENT OF CORRECTION, 148 E. 20TH ST., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Correction, at the above office, until 11 o'clock a. m., on

THURSDAY, SEPTEMBER 7, 1911.

No. 1. FOR FURNISHING AND DELIVERING HARDWARE, PAINTS, IRON, STEAM FITTINGS, LUMBER AND MISCELLANEOUS ARTICLES.

The time for the delivery of the articles, materials and supplies and the performance of the contract is by or before December 31, 1911.

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

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per pound, ton, dozen, gallon, yard or other unit of measure, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the totals for each item and awards made to the lowest bidder on each item.

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

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

Blank forms and further information may be obtained at the office of the Department of Correction, the Borough of Manhattan, 148 E. 20th st.

PATRICK A. WHITNEY, Commissioner.

Dated August 25, 1911. a25,s7.

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

DEPARTMENT OF CORRECTION, 148 E. 20TH ST., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Correction, at the above office, until 11 o'clock a. m., on

TUESDAY, SEPTEMBER 5, 1911.

No. 1. FOR FURNISHING AND DELIVERING HARDWARE, PAINTS, IRON, STEAM FITTINGS, LUMBER AND MISCELLANEOUS ARTICLES.

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

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

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per pound, ton, dozen, gallon, yard or other unit of measure, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the totals for each item and awards made to the lowest bidder on each item.

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

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

Blank forms and further information may be obtained at the office of the Department of Correction, the Borough of Manhattan, 148 E. 20th st.

PATRICK A. WHITNEY, Commissioner.

Dated August 22, 1911. a23,s5.

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

FIRE DEPARTMENT.

HEADQUARTERS OF THE FIRE DEPARTMENT OF THE CITY OF NEW YORK, 157 AND 159 E. 67TH ST., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Fire Commissioner at the above office until 10.30 o'clock a. m., on

THURSDAY, SEPTEMBER 7, 1911,

Borough of Manhattan.

No. 1. FOR REPAIRS TO QUARTERS OF ENGINE CO. 2, 530 W. 43D ST., AND HOOK AND LADDER CO. 23, 504 W. 140TH ST.

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 Fifteen Hundred Dollars.

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

Blank forms and further information may be obtained, and the plans and drawings may be seen at the office of the Fire Department, 157 and 159 E. 67th st., Manhattan.

JOSEPH JOHNSON, Fire Commissioner.

Dated August 24, 1911. a26,s7.

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

HEADQUARTERS OF THE FIRE DEPARTMENT OF THE CITY OF NEW YORK, 157 AND 159 E. 67TH ST., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Fire Commissioner, at the above office, until 10.30 o'clock a. m., on

TUESDAY, SEPTEMBER 5, 1911,

Borough of Manhattan.

No. 1. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR ESTABLISHING AND EQUIPPING AN EXTENSION OF THE UNDERGROUND FIRE ALARM TELEGRAPH SYSTEM ON EAST END AVE., FROM 82D TO 88TH STS.

The time for the completion of the work and the full performance of the contract is forty-five (45) working days.

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

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

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Fire Department, 157 and 159 E. 67th st., Manhattan.

JOSEPH JOHNSON, Fire Commissioner.

Dated August 21, 1911. a23,s5.

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

HEADQUARTERS OF THE FIRE DEPARTMENT OF THE CITY OF NEW YORK, 157 AND 159 E. 67TH ST., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Fire Commissioner, at the above office, until 10.30 o'clock a. m., on

TUESDAY, SEPTEMBER 5, 1911.

No. 1. FOR FURNISHING AND DELIVERING SUPPLIES FOR THE FIRE ALARM TELEGRAPH BUREAU.

The time for the delivery of the articles, materials and supplies and the performance of the contract is by or before December 31, 1911.

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

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per pound, ton, dozen, gallon, yard or other unit of measure, by which the bids will be tested. The extension must be made and footed up, as the bids will be read from the total for each item and awards made to the lowest bidder on each item.

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

Blank forms and further information may be obtained at the office of the Fire Department, 157 and 159 E. 67th st., Manhattan.

JOSEPH JOHNSON, Fire Commissioner.

Dated August 21, 1911. a23,s5.

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

HEADQUARTERS OF THE FIRE DEPARTMENT OF THE CITY OF NEW YORK, 157 AND 159 E. 67TH ST., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Fire Commissioner, at the above office, until 10.30 o'clock a. m., on

TUESDAY, SEPTEMBER 5, 1911.

No. 1. FOR FURNISHING AND DELIVERING SUPPLIES FOR THE FIRE ALARM TELEGRAPH BUREAU.

The time for the delivery of the articles, materials and supplies and the performance of the contract is by or before December 31, 1911.

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

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per pound, ton, dozen, gallon, yard or other unit of measure, by which the bids will be tested. The extension must be made and footed up, as the bids will be read from the total for each

OFFICE OF THE PRESIDENT OF THE BOROUGH OF BROOKLYN, ROOM 2, BOROUGH HALL, BOROUGH OF BROOKLYN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of Borough of Brooklyn, at the above office, until 11 o'clock a. m., on

WEDNESDAY, SEPTEMBER 6, 1911.

1. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN E. 12TH ST., BETWEEN AVENUES "J" AND "K."

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

85 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$2.50.....	\$212 50
800 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$1.65.....	1,320 00
576 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, \$0.80.....	460 80
8 manholes, complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, \$50.....	400 00
1,500 feet (board measure) of sheeting and bracing, driven in place, complete, including all incidentals and appurtenances; per thousand feet (board measure), \$18.....	27 00
Total.....	\$2,420 30

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

The amount of security required will be Twelve Hundred Dollars (\$1,200).

2. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN E. 31ST ST., BETWEEN BEVERLY ROAD AND CLARENDON ROAD.

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

53 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$2.50.....	\$132 50
583 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$1.65.....	961 95
600 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, \$0.80.....	480 00
6 manholes, complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, \$50.....	300 00
2 sewer basins, complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, including all incidentals and appurtenances; per basin, \$130.....	260 00
1,500 feet (board measure) of sheeting and bracing, driven in place, complete, including all incidentals and appurtenances; per thousand feet (board measure), \$18.....	27 00
Total.....	\$2,161 45

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

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

3. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN SNYDER AVE., BETWEEN E. 34TH ST. AND NEW YORK AVE.

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

228 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$1.70.....	\$387 60
420 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, \$0.85.....	357 00
2 manholes, complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, \$50.....	100 00
3 sewer basins, complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, including all incidentals and appurtenances; per basin, \$135.....	405 00
Total.....	\$1,249 60

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

The amount of security required will be Six Hundred Dollars (\$600).

4. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN LIVONIA AVE., BETWEEN HINSDALE ST. AND SNEDKER AVE.

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

213 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$1.90.....	\$404 70
320 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, \$0.80.....	256 00
3 manholes, complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, \$50.....	150 00
One (1) sewer basin, complete, of either standard design, with iron pans or gratings, iron basin hood and connecting culvert, including all incidentals and appurtenances; per basin, \$135.....	135 00
1,400 feet (board measure) of sheeting and bracing, driven in place, complete, including all incidentals and appurtenances; per thousand feet (board measure), \$18.....	25 20
Total.....	\$970 90

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

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

5. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING SEWER BASINS AT THE NORTH AND WEST CORNERS OF 53D ST. AND 8TH AVE.

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

Two (2) sewer basins, complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, including all incidentals and appurtenances; per basin, \$140.....	\$280 00
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The time allowed for the completion of the work and full performance of the contract will be fifteen (15) working days.

The amount of security required will be One Hundred and Forty Dollars (\$140).

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 at the office of the Bureau of Sewers, the Borough of Brooklyn, 215 Montague st., Brooklyn. ALFRED E. STEERS, President.

Dated August 22, 1911. a24,s6

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

OFFICE OF THE PRESIDENT OF THE BOROUGH OF BROOKLYN, ROOM 2, BOROUGH HALL, BOROUGH OF BROOKLYN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of Borough of Brooklyn, at the above office, until 11 o'clock a. m., on

WEDNESDAY, AUGUST 30, 1911.

FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN LINCOLN AVE., BETWEEN RIDGEWOOD AVE. AND JAMAICA AVE., AND A TEMPORARY OUTLET ACROSS WHAT WAS FORMERLY CONDUIT ST.

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

1,520 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$1.55.....	\$2,356 00
1,890 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, \$0.70.....	1,323 00
15 manholes, complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, \$45.....	675 00
One (1) sewer basin, complete, of either standard design, with iron pans or gratings, iron basin hood and connecting culvert, including all incidentals and appurtenances; per basin, \$155.....	155 00
3,000 feet, board measure, of sheeting and bracing, driven in place, complete, including all incidentals and appurtenances; per thousand feet, board measure, \$18.....	54 00
Total.....	\$4,563 00

The time allowed for the completion of the work and full performance of the contract will be fifty (50) working days.

The amount of security required will be Two Thousand Three Hundred Dollars (\$2,300).

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 at the office of the Bureau of Sewers, the Borough of Brooklyn, 215 Montague st., Brooklyn. ALFRED E. STEERS, President.

Dated August 16, 1911. a18,30

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

OFFICE OF THE PRESIDENT OF THE BOROUGH OF BROOKLYN, ROOM 2, BOROUGH HALL, BOROUGH OF BROOKLYN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of Borough of Brooklyn, at the above office, until 11 o'clock a. m., on

WEDNESDAY, AUGUST 30, 1911.

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR CONSTRUCTING SEWERS, FORCEMAIN AND SUBSTRUCTURES OF THE SEWAGE PUMPING STATION, SECTION NO. 1; OF SANITARY OUTLET SEWERS, STORM OUTLET SEWERS AND THE FORCEMAIN IN AVENUE V, BETWEEN THE WESTERLY LINE OF W. 11TH ST. AND THE EASTERLY LINE OF W. 10TH ST. TOGETHER WITH ALL SANITARY OUTLET SEWERS, STORM OUTLET SEWERS AND THE FORCEMAIN AND THE SEWAGE PUMPING STATION, AND ALL ADJUNCTS AND APPURTENANCES WITHIN THE PARCEL OF LAND BETWEEN W. 10TH ST. AND W. 11TH ST., AND BETWEEN AVENUE V AND A LINE PARALLEL THEREWITH AND 200 FEET SOUTHERLY THEREFROM.

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

266 linear feet 42-inch vitrified pipe sewer.	
563 linear feet 36-inch vitrified pipe sewer.	
234 linear feet 24-inch vitrified pipe sewer.	
203 linear feet 12-inch sewer, Section "A."	
61 linear feet 12-inch sewer, Section "B."	
280 linear feet 108-inch sewer.	
209 linear feet 90-inch sewer, Section "A."	
49 linear feet 90-inch sewer, Section "B."	
2 manholes, Class "A."	
4 manholes, Class "B."	
6 manholes, Class "C."	
1 manhole, Class "D."	
1 manhole, Class "E."	
1 manhole, Class "F."	
1 outlet portal and bulkhead wall.	
1 forcemain.	
1 pump well.	
1 substructure of the sewage pumping station.	
40,000 linear feet bearing piles.	
133,000 feet (B. M.) foundation planking, pile capping and stringers.	

The time allowed for the completion of the work and full performance of the contract is three hundred and thirty-three (333) working days.

The amount of security required is Sixty Thousand Dollars (\$60,000).

The bidder will state the price of each item or article contained in the specifications or schedules, herein contained or hereto annexed, per linear foot, foot board measure or other unit of measure by which the bids will be tested.

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

Blank forms and further information may be obtained at the office of the Bureau of Sewers, 215 Montague st., the Borough of Brooklyn. ALFRED E. STEERS, President, Borough of Brooklyn.

Dated August 22, 1911. a9,30

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

DEPARTMENT OF PARKS.

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE. AND 64TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board, at the above office of the Department of Parks, until 3 o'clock p. m., on

THURSDAY, SEPTEMBER 7, 1911.

Borough of Brooklyn.

FOR ALL LABOR AND MATERIALS REQUIRED FOR REPAIRS AND FOR THE ERECTION AND COMPLETION OF ADDITION TO THE LITCHFIELD MANSION, LOCATED IN PROSPECT PARK, BOROUGH OF BROOKLYN, TOGETHER WITH ALL THE WORK INCIDENTAL THERETO.

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

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

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

Blank forms and further information may be obtained at the office of Frank J. Helmle, Architect, 190 Montague st., Borough of Brooklyn, The City of New York, where plans and specifications may be seen.

CHARLES B. STOVER, President; THOMAS J. HIGGINS, MICHAEL J. KENNEDY, WALTER G. ELIOT, Commissioners of Parks. a25,s7.

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, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board, at the above office of the Department of Parks, until 3 o'clock p. m., on

THURSDAY, SEPTEMBER 7, 1911.

Borough of The Bronx.

FOR FURNISHING AND DELIVERING ONE (1) AUTOMOBILE FOR PARKS, BOROUGH OF THE BRONX.

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

The amount of the security required is One Thousand Dollars.

The 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, Zbrowski Mansion, Claremont Park, Borough of The Bronx.

CHARLES B. STOVER, President; THOMAS J. HIGGINS, MICHAEL J. KENNEDY, Commissioners of Parks. a25,s7.

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, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board, at the above office of the Department of Parks, until 3 o'clock p. m., on

THURSDAY, SEPTEMBER 7, 1911.

Borough of The Bronx.

FURNISHING AND DELIVERING MATERIAL FOR RAILINGS IN AND AROUND SMALL PARKS IN THE BOROUGH OF THE BRONX, IN THE CITY OF NEW YORK.

The time allowed to complete the delivery will be sixty (60) days.

The amount of security required is Fifteen Hundred Dollars (\$1,500).

The 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, Zbrowski Mansion, Claremont Park, The Bronx.

CHARLES B. STOVER, President; THOMAS J. HIGGINS, MICHAEL J. KENNEDY, Commissioners of Parks. a25,s7.

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

DEPARTMENT OF PARKS, BOROUGH OF THE BRONX.

SEALED BIDS WILL BE RECEIVED AT the office of the Commissioner of Parks, in the Zbrowski Mansion, Claremont Park, in the Borough of The Bronx, until 12 o'clock m., on

TUESDAY, SEPTEMBER 5, 1911,

for the purchase of the following named property:

GRASS FROM THE SALT MEADOW LANDS OF PELHAM BAY PARK, BOROUGH OF THE BRONX.

Terms:

Cash payments in bankable funds at the time of removal of grass cut. The removal of the grass purchased is to be begun immediately after the award is made. If the purchaser fails to effect removal of the grass purchased within 30 days from the date of award, he shall forfeit his purchase money and the ownership of the grass purchased. The City further reserves the right to readvertise and sell the grass over again; the money received at said sale is to also become the property of the City. The purchaser shall, as part consideration, cut and deliver to the Park Department twenty-five (25) tons of salt meadow hay (fifteen (15) tons at Bronx Park and ten (10) tons at Van Cortlandt Park), which shall be delivered in acceptable condition prior to his removal of any other portions of the hay cut, or to be cut; the hay so delivered to be weighed in the presence of a representative of the said Park Department. The bidder shall deposit with the Commissioner of Parks a certified check or cash in the sum of Three Hundred Dollars, as a guarantee for the fulfillment of the foregoing named clause of this advertisement.

THOMAS J. HIGGINS, Commissioner of Parks, Borough of The Bronx. a23,s5

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, AUGUST 31, 1911.

Borough of The Bronx.

FOR SANDBLASTING SIDES AND INTERIORS OF FOOT BRIDGE OVER THE BRONX RIVER AT THE FALLS NEAR THE LORILLARD MANSION IN BRONX PARK, IN THE CITY OF NEW YORK.

The time for the completion of the contract is twenty (20) consecutive working days.

The amount of security required is Two Hundred Dollars (\$200).

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

Blank forms may be obtained at the office of the Department of Parks, Zbrowski Mansion, Claremont Park, Borough of The Bronx.

CHARLES B. STOVER, President; THOMAS J. HIGGINS, MICHAEL J. KENNEDY, WALTER G. ELIOT, Commissioners of Parks. a19,31

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, AUGUST 31, 1911.

Borough of The Bronx.

FOR FURNISHING AND DELIVERING GRAVEL FOR RECONSTRUCTING THE ROADWAY OF THE BRONX AND PELHAM PARKWAY, FROM THE SOUTHERN BOULEVARD TO THE BEAR SWAMP ROAD, IN THE BOROUGH OF THE BRONX.

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

The amount of security required is Three Thousand Dollars (\$3,000).

The 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.

CHARLES B. STOVER, President; THOMAS J. HIGGINS, MICHAEL J. KENNEDY, WALTER G. ELIOT, Commissioners of Parks. a19,31

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, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board, at the above office of the Department of Parks, until 3 o'clock p. m., on

THURSDAY, AUGUST 31, 1911.

Borough of The Bronx.

FOR FURNISHING AND DELIVERING ROAD OIL FOR RECONSTRUCTING THE ROADWAY OF THE BRONX AND PELHAM PARKWAY, FROM THE SOUTHERN BOULEVARD TO THE BEAR SWAMP ROAD, IN THE BOROUGH OF THE BRONX.

The time allowed for the completion of the delivery is thirty (30) calendar days.

The amount of security required is Two Hundred Dollars (\$200).

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, Bronx.

CHARLES B. STOVER, President; THOMAS J. HIGGINS, MICHAEL J. KENNEDY, WALTER G. ELIOT, Commissioners of Parks. a19,31

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, AUGUST 31, 1911.

Borough of Brooklyn.

FOR FURNISHING AND DELIVERING ONE THOUSAND (1,000) BARRELS OF EMULSIFYING ROAD SPRINKLING OIL AT PROSPECT PARK AND THE GRAVEL PIT, OCEAN PARKWAY, NEAR AVENUE P, BOROUGH OF BROOKLYN.

The time allowed for the completion of this contract will be 60 days.

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

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

Blank forms may be obtained at the office of the Department of Parks, Boroughs of Brooklyn and Queens, 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. a19,31.

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, AUGUST 31, 1911.

Borough of Brooklyn.

FOR REPAIRS TO SHELTER HOUSE IN BUSHWICK PARK, BOROUGH OF BROOKLYN.

The time allowed for the completion of this contract will be 30 days.

The amount of the security required is Four Hundred Dollars (\$400).

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

Blank forms may be obtained at the office of the Department of Parks, Boroughs of Brooklyn and Queens, 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. a19,31.

See General Instructions to Bidders on the last page, last column, of the

POLICE DEPARTMENT.

POLICE DEPARTMENT—CITY OF NEW YORK.

OWNERS WANTED BY THE PROPERTY
Clerk of the Police Department of The City of New York, No. 300 Mulberry street, Room No. 9, 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—CITY OF NEW YORK.

OWNERS WANTED BY THE PROPERTY

Clerk of the Police Department of The City of New York—Office, No. 269 State street, Borough of Brooklyn—for the following property, now in custody, without claimants: Boats, rope, iron, lead, male and female clothing, boots, shoes, wine, blankets, diamonds, canned goods, liquors, etc.; also small amount of money taken from prisoners and found by Patrolmen of this Department.

R. WALDO, Police Commissioner.

BOARD OF WATER SUPPLY.

CONTRACT 49.

SEALED BIDS WILL BE RECEIVED BY the Board of Water Supply, at its offices, seventh floor, 165 Broadway, New York, until 11 a. m., on

TUESDAY, SEPTEMBER 5, 1911.

FOR CONTRACT 49, FOR THE CONSTRUCTION OF TWO REINFORCED CONCRETE ARCH BRIDGES, WITH SPANS 67 FEET 6 INCHES AND 200 FEET, RESPECTIVELY, AND FOUR REINFORCED CONCRETE GIRDER BRIDGES HAVING SPANS OF 25 FEET AND 39 FEET, WITH THEIR APPROACHES, IN CONNECTION WITH THE NEW SYSTEM OF HIGHWAYS AROUND ASHOKAN RESERVOIR.

The work is situated about 15 miles west of the City of Kingston, in the Town of Olive, Ulster County, New York.

An approximate statement of the quantities of the various classes of work and further information are given in the Information for Bidders, forming part of the contract. At the above place and time bids will be publicly opened and read. The award of the contract, if awarded, will be made by the Board as soon thereafter as practicable. The Board reserves the right to reject any and all bids.

Two or more bonds, the aggregate amount of which shall be Eighty Thousand Dollars (\$80,000), will be required for the faithful performance of the contract.

No bid will be received and deposited unless accompanied by a certified check upon a national or State bank, drawn to the order of the Comptroller of The City of New York, to the amount of Four Thousand Dollars (\$4,000). Time allowed for the completion of the work is until November 1, 1913.

Pamphlets containing information for bidders, forms of proposal and contract, specifications, etc., and pamphlets of contract drawings can be obtained at the above address upon application, in person or by mail, by depositing the sum of Ten Dollars (\$10) in currency or check drawn to the order of the Board of Water Supply, for each pamphlet, or Twenty Dollars (\$20) for each set. This deposit will be refunded upon the return of the pamphlets in acceptable condition within thirty days from the date on which bids are to be opened.

CHARLES STRAUSS, President; CHARLES N. CHADWICK, JOHN F. GALVIN, Commissioners of the Board of Water Supply.

JOSEPH P. MORRISSEY, Secretary. a17,s5.

NOTE—See General Instructions to Bidders on last page, last column of the "City Record," so far as applicable hereto and not otherwise provided for.

ARMORY BOARD.

ARMORY BOARD, HALL OF RECORDS, CHAMBERS AND CENTRE STREETS.
SEALED BIDS OR ESTIMATES WILL BE received at the office of the Mayor, Chairman of the Armory Board, in The City of New York, until 2 p. m., on

WEDNESDAY, SEPTEMBER 6, 1911,

for Item No. 1—FURNISHING LABOR AND MATERIAL FOR A COMPLETE ADDITIONAL ELECTRIC LIGHTING SYSTEM AND WIRING IN THE 12TH INFANTRY ARMORY, 62D ST. AND COLUMBUS AVE., BOROUGH OF MANHATTAN, IN ACCORDANCE WITH THE SPECIFICATIONS.

Security required, \$800.
Deposit, \$40.
Time allowed for doing the work, 30 working days.

Item No. 2—FOR FURNISHING LABOR AND MATERIAL NECESSARY TO INSTALL ELECTRIC LIGHT AND GAS FIXTURES IN THE 12TH INFANTRY ARMORY, 62D ST. AND COLUMBUS AVE., MANHATTAN.

Security, \$800.
Deposit, \$40.
Time allowed for doing the work, 30 working days.

Item No. 3—FOR FURNISHING LABOR AND MATERIAL TO INSTALL AUXILIARY PLUMBING AND HIGH PRESSURE WATER SUPPLY AND STANDPIPE SYSTEM IN THE 7TH REGIMENT ARMORY, 66TH ST. AND PARK AVE., BOROUGH OF MANHATTAN.

Security, \$6,000.
Deposit, \$300.
Time allowed for doing the work, 90 working days.

The bids will be compared and the contracts 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 Armory Board, a copy of which, with the proper envelope in which to enclose the bid, together with a copy of the contract, including the specifications, in the form approved by the Corporation Counsel, can be obtained upon application at the office of the Armory Board, Room 6, New Hall of Records (basement), Borough of Manhattan.

For Items Nos. 1 and 2 plans may be examined at the office of the Armory Board, Room 6 (basement), Hall of Records, Centre and Chambers Sts., Manhattan.

For Item No. 3 plans may be examined at the office of Floyd L. Robinson, 331 Madison ave., Manhattan.

THE ARMORY BOARD: WILLIAM I. GAYNOR, Mayor; WILLIAM A. PRENDERGAST, Comptroller; JOHN PURROY MITCHELL, President, Board of Aldermen; GEORGE MOORE SMITH, Brigadier-General, commanding First Brigade; JOHN G. EDDY, Brigadier-General, commanding Second Brigade; R. P. FORSHEW, Commanding Officer, Naval Militia; LAWSON PURDY, President, Department of Taxes and Assessments.

The City of New York. a24,s6
See General Instructions to Bidders on the last page, last column, of the "City Record."

DEPARTMENT OF FINANCE.

NOTICE OF CONTINUATION OF BROOKLYN TAX SALE.

THE SALE OF THE LIENS FOR UNPAID taxes, assessments and water rents for the Borough of Brooklyn, as to liens remaining unsold at the termination of sales of July 27; August 3, 24; September 7, 21; October 5, 19; November 2, 16, 30; December 14 and 28, 1910; January 11, 25; February 8; March 1, 15, 29; April 5, 19, 26; May 10; June 14, 21, 28, and July 12, 1911, has been continued to

WEDNESDAY, SEPTEMBER 6, 1911,

at 2 p. m., pursuant to section 1028 of the Greater New York Charter, and will be continued at that time in Room 2, Borough Hall, Borough of Brooklyn, as heretofore.

DANIEL MOYNAHAN, Collector of Assessments and Arrears. jy12,s6

NOTICE OF CONTINUATION OF THE

BRONX TAX SALE.

THE SALE OF THE LIENS FOR UNPAID taxes, assessments and water rents for the Borough of The Bronx, as to liens remaining unsold at the termination of sales of February 6, 20; March 6, April 10, May 1, May 15, May 29, June 19 and July 10, 1911, has been continued to

MONDAY, SEPTEMBER 11, 1911,

at 10 o'clock a. m., pursuant to section 1028 of the Greater New York Charter, and will be continued at that time in the Coroner's Court Room, Bronx Building, 531 Tremont ave., in the Borough of The Bronx, in The City of New York.

DANIEL MOYNAHAN, Collector of Assessments and Arrears. jy12,s11

Interest on City Bonds and Stock.

INTEREST ON CITY BONDS AND STOCK.

THE INTEREST DUE ON SEPTEMBER 1, 1911, on Registered Bonds and Stock of The City of New York, and of former corporations now included therein, will be paid on that day by the Comptroller at his office (Room 85) in the Stewart Building, corner of Broadway and Chambers st., in the Borough of Manhattan.

The Coupons that are payable in New York, London or Paris for the interest due September 1, 1911, on Corporate Stock of The City of New York will be paid on that day, at the option of the holders thereof, at the office of the Guaranty Trust Co., 28 and 30 Nassau st., New York City, or at the office of Messrs. Seligman Bros., 18 Austin Friars, London, E. C., England.

The Coupons that are payable on September 1, 1911, for interest on bonds of former corporations, now included in The City of New York will be paid on that day at the office of the said Guaranty Trust Co.

The books for the transfer of bonds and stock on which interest is payable on September 1, 1911, will be closed from August 15 to September 1, 1911.

WM. A. PRENDERGAST, Comptroller, City of New York, Department of Finance, Comptroller's Office, July 31, 1911. a1,s1

Sureties on Contracts.

UNTIL FURTHER NOTICE SURETY COMPANIES will be accepted as sufficient upon the following contracts to the amounts named: Supplies of Any Description, Including Gas and Electricity.

One company on a bond up to \$50,000.

When such company is authorized to write that amount as per letter of Comptroller to the surety companies, dated September 16, 1907.

Construction.
One company on a bond up to \$25,000.

Including regulating, grading, paving, sewers, maintenance, dredging, construction of parks, parkways, docks, buildings, bridges, tunnels, aqueducts, repairs, heating, ventilating, plumbing, etc., etc.

When such company is authorized to write that amount as per letter of Comptroller to the surety companies, dated September 16, 1907.

Asphalt, Asphalt Block and Wood Block Pavements.

Two companies will be required on any and every bond up to amount authorized by letter of Comptroller to the surety companies, dated September 16, 1907.

Dated January 3, 1910.

WILLIAM A. PRENDERGAST, Comptroller.

SUPREME COURT—SECOND

DEPARTMENT.

SECOND DEPARTMENT.

In the matter of the application of The City of New York relative to acquiring title to the lands, tenements and hereditaments required for the purpose of opening and extending SENATOR STREET from First avenue to Fifth avenue, in the Thirtieth Ward, Borough of Brooklyn, City of New York.

NOTICE IS HEREBY GIVEN THAT AN application will be made to the Supreme Court at a Special Term thereof for the hearing of motions, to be held in and for the County of Kings, at the County Court House, in the Borough of Brooklyn, City of New York, on the 14th day of September, 1911, at the opening of the Court on that day, or as soon thereafter as Counsel can be heard, for an order amending the above entitled proceeding by including therein such lands as are necessary to open Senator street, between Second avenue and Third avenue, and between Fourth avenue and Fifth avenue, as said Senator street is now laid out upon the Map or Plan of The City of New York, in conformity with a resolution of the Board of Estimate and Apportionment, adopted at a meeting of the said Board on the 23d day of March, 1911, and approved by the Mayor of The City of New York on the 30th day of March, 1911, and to further amend said proceeding by excluding therefrom such lands as were heretofore included in said proceeding, but are not now included within the lines of Senator street, between Second avenue and Third avenue, and between Fourth avenue and Fifth avenue, in pursuance to the provisions of section 974 of the Charter of The City of New York, and for such other and further relief as in the premises may be just and proper.

ARCHIBALD R. WATSON, Corporation Counsel and Attorney for The City of New York, 166 Montague street, Borough of Brooklyn, City of New York.

Dated August 30, 1911. a30,s11

SUPREME COURT—NINTH

JUDICIAL DISTRICT.

NINTH JUDICIAL DISTRICT.

WESTCHESTER COUNTY.

Kensico Reservoir, Section No. 11.

Third Separate Report.

In the matter of the application and petition of John A. Bessel, Charles N. Chadwick and

Charles A. Shaw, constituting the Board of Water Supply of The City of New York under chapter 724 of the Laws of 1905 and the acts amendatory thereof, in the towns of Mount 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.

PUBLIC NOTICE IS HEREBY GIVEN THAT the third separate report of the Commissioner of Appraisal in the above-entitled matter, dated June 20, 1911, and filed in the office of the Clerk of the County of Westchester at White Plains, N. Y., June 24, 1911, including parcel numbers 797, part of 800, 803, 805, 812, 816, part of 818, part of 802, Kensico Reservoir, Section 7, part of 818, 822, 824, 833, 834, 835, 836, 843, 848, 851, 856, and Ramapo Water Company claim, will be presented to the Supreme Court for confirmation at a Special Term thereof to be held in and for the Ninth Judicial District at the Court House in White Plains, Westchester County, N. Y., on the 15th day of September, 1911, at 10 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard. Reserving to The City of New York the right to oppose the confirmation of any or all of the awards or recommendations contained in said report.

Dated August 15, 1911.

ARCHIBALD R. WATSON, Corporation Counsel, Office and Post Office Address, Hall of Records, corner of Chambers and Centre streets, Borough of Manhattan, New York City. a24,s15

NINTH JUDICIAL DISTRICT.

WESTCHESTER COUNTY.

Kensico Reservoir, Section No. 4.

Fourth Separate Report.

In the matter of the application and petition of J. Edward Simmons, Charles N. Chadwick and Charles A. Shaw, constituting the Board of Water Supply of The City of New York, to acquire real estate for and on behalf of The City of New York, under chapter 724 of the Laws of 1905 and the acts amendatory thereof, in the towns of North Castle and Mount Pleasant, 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.

PUBLIC NOTICE IS HEREBY GIVEN THAT the fourth separate report of the Commissioners of Appraisal in the above-entitled matter, dated June 23, 1911, and filed in the office of the Clerk of the County of Westchester at White Plains, N. Y., June 29, 1911, including parcels 198, 200, 207, 212, 213, 215, 218, 220, 228, 229, 231, 232, 233, 238, 239, 249, 252, 254, 256, 258, 265, 272, 278, 280, and Ramapo Water Company claim, will be presented to the Supreme Court for confirmation at a Special Term thereof to be held in and for the Ninth Judicial District at the Court House in White Plains, Westchester County, N. Y., on the 15th day of September, 1911, at 10 o'clock in the forenoon of that day or as soon thereafter as counsel can be heard. Reserving to The City of New York the right to oppose the confirmation of any or all of the awards or recommendations contained in said report.

Dated August 15, 1911.

ARCHIBALD R. WATSON, Corporation Counsel, Office and Post Office Address, Hall of Records, corner of Chambers and Centre streets, Borough of Manhattan, New York City. a24,s15

NOTICE TO BIDDERS AT SALES OF OLD BUILDINGS, ETC.

TERMS AND CONDITIONS UNDER WHICH BUILDINGS, ETC. WILL BE SOLD FOR REMOVAL FROM CITY PROPERTY.

THE BUILDINGS AND APPURTENANCES thereto will be sold to the highest bidder, who must pay cash or certified check, drawn to the order of the Comptroller of The City of New York, and must also give a certified check or cash in half the amount of the purchase price as security for the faithful performance of the terms and conditions of the sale. Where the amount of the purchase price does not equal or exceed the sum of \$50, the sum of \$50 shall be the amount of the security to be deposited. This security may at any time after the expiration of the contract period be applied by the City to the cost of completing any of the work required under the contract, but unfinished at the expiration of the contract period.

The purchaser shall not lease, occupy, cause or permit the building or buildings, etc., purchased by him to be used or occupied for any purpose other than that of their speedy removal, nor shall he collect any rental or other revenue for the use of either the land or the buildings, etc., situated thereon. The breach of either or any of these conditions shall forthwith void the sale and cause immediate forfeiture of the purchase money and the security deposited for the faithful performance of the conditions of the sale. The placing therein or permitting the occupancy of any such building by any tenant free, for rent or otherwise, excepting the necessary watchmen or the workmen engaged in the actual demolition thereof, shall of itself be a breach of the above conditions of sale.

The sale will be as of the condition of the property on date of delivery thereof to the purchaser. The City of New York will not be responsible for any change or loss which may occur in the condition of the buildings or their appurtenances, between the time of the sale thereof and the time of delivering possession to the purchaser, after being properly vacated of all tenants. The sale and delivery to purchaser will be made as nearly together as the circumstances of vacating the structures of their tenants will permit.

All the material of the buildings, sheds, walks, structures and cellars of whatsoever nature, with their exterior and interior fixtures, appurtenances and foundations of all kinds, except the exterior walls of the buildings and their foundations and the sidewalks and curb in front of said buildings, extending within the described area shall be torn down and removed from the premises. None of the dirt, debris or waste resulting from demolition shall be allowed to remain on the premises, except old mortar or plaster only, which may be left, but not higher at any point than two feet below the curb opposite that point. The exterior walls and their foundations shall be taken down only to a plane whose elevation shall be the level of the curb in front of the building. Where there is no curb the elevation of the surrounding ground shall be considered curb level. All wells, cesspools, sinks, etc., existing on the property must be filled to the level of the surrounding ground with clean earth.

The purchaser at the sale shall also withdraw and remove all abandoned water taps and old service mains, and in place thereof cause to be inserted a plug in the main water pipe in the street, in compliance with the rules and regulations of the Department of Water Supply, Gas and Electricity, and furnish the Department of Finance with a certificate from the De-

partment of Water Supply, Gas and Electricity that this has been performed.

The purchaser at the sale shall also remove all house sewer connections to the main sewer in the street, and the opening of the main sewer in street shall be properly closed in compliance with the directions of the Bureau of Sewers in the Borough in which the buildings are situated, and furnish the Department of Finance with a certificate from the Bureau of Sewers that the work has been properly performed.

The permit for all opening in the street to be obtained by and at the expense of the purchaser of the building.

Failure to remove said buildings, appurtenances, or any part thereof, within thirty days from the day of possession will work forfeiture of ownership of such buildings, appurtenances, or portion as shall then be left standing, together with all moneys paid by said purchaser on account thereof at the time of the sale, and the bidder's assent to the above conditions being understood to be implied by the act of bidding, and The City of New York will, without notice to the purchaser, cause the same to be removed, and the cost and expense thereof charged against the security above mentioned.

The work of removal must be carried on in every respect in a thorough and workmanlike manner, and must be completed within thirty days from the day of possession, and the successful bidder will provide and furnish all materials of labor and machinery necessary thereto, and will place proper and sufficient guards and fences and warning signs by day and night for the prevention of accidents, and will indemnify and save harmless The City of New York, its officers, agents and servants, and each of them, against any and all suits and actions, claims and demands of every name and description brought against it, them or any of them, and against and from all damage and costs to which it, they or any of them be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of the work, or in guarding the same, or from any improper or defective materials or machinery, implements or appliances used in the removal of said buildings.

Where party walls are found to exist between buildings purchased by different bidders, the materials of said party walls shall be understood to be equally divided between the separate purchasers.

Party walls and fences, when existing against adjacent property not sold, shall not be taken down. All furrings, plaster, chimneys, projecting brick, etc., on the faces of such party walls are to be taken down and removed. The walls shall be made permanently self-supporting, beam-holes, etc., bricked up, and the wall pointed and made to exclude wind and rain and present a clean exterior. The roofs and adjacent buildings shall be properly flashed and painted and made watertight where they have been disturbed by the operations of the contractor.

The Comptroller of The City of New York reserves the right on the day of sale to withdraw from sale any of the buildings, parts of buildings and machinery included therein, or to reject any and all bids; and it is further

Resolved, That, while the said sale is held under the supervision of the Commissioner of the Sinking Fund, the Comptroller is authorized to cause the sale to be advertised and to direct the sale thereof as financial officer of the City.

PROPOSALS FOR BIDS AND ESTIMATES FOR THE CITY OF NEW YORK.

NOTICE TO CONTRACTORS.

GENERAL INSTRUCTIONS TO BIDDERS.

The person or persons making a bid or estimate for any services, work, materials or supplies for The City of New York, or for any of its departments, bureaus or offices, shall furnish the same in a sealed envelope, indorsed with the title of the supplies, materials, work or services for which the bid or estimate is made, with his or their name or names and the date of presentation to the President or Board or to the head of the Department at his or its office, on or before the date and hour named in the advertisement for the same, at which time and place the estimates received will be publicly opened by the President or Board or head of said Department, and read, and the award of the contract made, according to law as soon thereafter as practicable.

Each bid or estimate shall contain the name and place of residence of the person making the same, and names of all persons interested with him therein, and, if no other person be so interested, it shall distinctly state that fact; also, that it is made without any connection with any other person making an estimate for the same purpose, and is in all respects fair and without collusion or fraud, and that no member of the Board of Aldermen, head of a Department, chief of a Bureau, deputy thereof, or clerk therein, or other officer of The City of New York is, shall be or become interested, directly or indirectly, as contracting party, partner, stockholder, surety or otherwise in or in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof. The bid or estimate must be verified by the oath, in writing, of the party or parties making the estimate that the several matters stated herein are in all respects true.

Each bid or estimate shall be accompanied by the consent, in writing, of two householders or freeholders in The City of New York, or of a guaranty or surety company duly authorized by law to act as surety, and shall contain the matters set forth in the blank forms mentioned below.

No bid or estimate will be considered unless as a condition precedent to the reception or consideration of any proposal, it be accompanied by a certified check upon one of the State or National banks of The City of New York, drawn to the order of the Comptroller, or money to the amount of five per centum of the amount of the bond required, as provided in section 420 of the Greater New York Charter.

The certified check or money should not be inclosed in the envelope containing the bid or estimate, but should be either inclosed in a separate envelope addressed to the head of the Department, President or Board, or submitted personally upon the presentation of the bid or estimate.

For particulars as to the quantity and quality of the supplies, or the nature and extent of the work, reference must be made to the specifications, schedules, plans, etc., on file in the said office of the President, Board or Department.

No bid shall be accepted from or contract awarded to any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the City.

The contract must be bid for separately. The right is reserved in each case to reject all bids or estimates if it is deemed to be for the interest of the City so to do.

Bidders will write out the amount of their bids or estimates in addition to inserting the same in figures.

Bidders are requested to make their bids or estimates upon the blank forms prepared and furnished by the City, a copy of which, with the proper envelope in which to inclose the bid, together with a copy of the contract, including the specifications, in the form approved by the Corporation Counsel, can be obtained upon application therefor at the office of the Department for which the work is to be done. Plans and drawings of construction work may also be seen there.