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THE CITY RECORD.

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PUBLIC SERVICE COMMISSION—FIRST DISTRICT.

NO. 154 NASSAU STREET, NEW YORK CITY.

Calendar for the Week Commencing August 23, 1915.

Friday, August 27, 1915—11.30 A. M.—Room 305—Case No. 1441—Ocean Electric Railway Company—"Further hearing as to installation of automatic block signals on single track lines"—Commissioner Crain.

DEPARTMENT OF FINANCE.

WARRANTS MADE READY FOR PAYMENT IN DEPARTMENT OF FINANCE WEDNESDAY, AUGUST 25, 1915.

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

Where two or more bills are embraced in the warrant, the dates of the earliest and latest are given, excepting that, when such payments are made under a contract, the registered number of the contract is shown in the place of the second invoice date.

Where the word "final" is shown after the name of the payee, payment may not be made until thirty days after the completion and acceptance of the work, but all of the other warrants mentioned will be forwarded through the mail unless some reason exists why payment is to be made in person, in which event written notice will be promptly given to the claimant.

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

WILLIAM A. PRENDERGAST, Comptroller.

Finance Voucher No.	Invoice Dates or Contract Number.	Received in Department of Finance.	Name of Payee.	Amount.
Armory Board.				
102946	7-14-15	8-13-15	Thomas J. Conroy.....	\$40 50
102945	7-10-15	8-13-15	Corona Typewriter Co., Inc.....	40 50
102929	7-9-15	8-13-15	The P. M. Frank Disinfecting Co.....	10 00
102948	7-13-15	8-13-15	Remington Typewriter Co.....	76 55
102967	7-12-15	8-13-15	Cavanagh Bros. & Co.....	1 20
102938	7-14-15	8-14-15	Pittsburgh Plate Glass Co.....	27 55
102940	7-10-15	8-14-15	Corona Typewriter Co., Inc.....	40 50
102942	6-17-15	8-14-15	A. Pearson's Sons.....	10 07
102944	5-13-15	8-14-15	Agent and Warden, Clinton Prison.....	70 00
102970	6-30-15	8-13-15	John Simmons Co.....	40 32
102170	37269	8-12-15	The Marble Arch Co. and the Con- ners Bros. Co.....	13,964 40
102169	31946	8-12-15	Pilcher & Tachau.....	442 83
Department of Bridges.				
102831	7-29-15	8-13-15	Department of Public Charities.....	\$21 50
102834	8-4-15	8-13-15	Joseph Dixon Crucible Co.....	38 90
102819			E. Schoonmaker Co.....	8 53
103205	7-31-15	8-14-15	Stanley & Patterson, Inc.....	30 11
102854		8-13-15	President of the Borough of Manhat- tan.....	53 25
102167	7-1-15	8-12-15	United States Wood Preserving Co.....	9,902 10
102166	7-31-15	8-12-15	Midland Linseed Products Co.....	2,204 34
102846			Bishop Gutta Percha Co.....	60 00
Bellevue and Allied Hospitals.				
102964	6-28-15	8-16-15	George Tiemann & Co.....	\$23 07
103902		8-17-15	New York Telephone Co.....	2 81
102869	6-11-15. 6-16-15	8-13-15	Annin & Co.....	31 66

Finance Voucher No.	Invoice Dates or Contract Number.	Received in Department of Finance.	Name of Payee.	Amount.
Board of Coroners.				
100601	7-31-15	8-9-15	Richmond Borough Garage.....	\$12 00
103417	8-1-15	8-16-15	E. Neumann & Son.....	7 50
Surrogate's Court, Bronx County.				
103961		8-18-15	New York Telephone Co.....	\$32 80
Court of General Sessions.				
4208		8-12-15	William Mabon.....	\$350 00
4209		8-12-15	Herbert C. De V. Cornwell.....	350 00
4207		8-12-15	Elbert B. Hamlin.....	350 00
Surrogate's Court, New York County.				
100602	7-31-15	8-9-15	Knickerbocker Towel Supply Co.....	\$6 00
Supreme Court, Richmond County.				
103960	8-17-15	8-18-15	George D. Sharpe, Postmaster.....	\$10 00
County Clerk, Queens County.				
102736	7-5-15	8-13-15	Federal Brass & Bronze Co.....	\$15 00
102739	7-21-15	8-13-15	C. E. Schaffner.....	15 00
College of The City of New York.				
103097	7-1-15	7-18-15	National District Telegraph Co.....	\$42 00
Board of City Record.				
104585		8-19-15	William Bratter & Co.....	\$85 85
104575	8-7-15.	8-19-15	William Bratter & Co.....	62 05
104584	8-5-15	8-19-15	The Herald Square Press.....	4 50
104580	8-9-15	8-19-15	The Herald Square Press.....	3 74
104583	8-5-15.	8-19-15	Clarence S. Nathan, Inc.....	29 20
104581	7-30-15	8-19-15	The Trow Press.....	48 90
104586	8-4-15.	8-19-15	P. J. Collison & Co.....	31 74
104574	7-19-15.	8-19-15	P. J. Collison & Co.....	59 57
104588	8-5-15	8-19-15	William F. Albers.....	46 00
104592	8-7-15	8-19-15	The O'Connell Press, Inc.....	35 00
Department of Correction.				
103165	6-30-15	8-14-15	New York Central R. R. Co.....	\$25 47
103161	6-30-15	8-14-15	Shaw-Walker Company of New York.....	10 60
Department of Docks and Ferries.				
100980	7-23-15	8-10-15	Department of Correction.....	\$408 50
103654	7-30-15	8-17-15	Jones Packing Co.....	21 43
103661	7-19-15	8-17-15	Faitoute Iron & Steel Company.....	22 38
Excise Department, Queens County.				
103625			Geo. S. Jervis, Special Deputy Comr... Board of Estimate and Apportionment.	\$38 99
104458		8-18-15	Tilden Adamson, Director.....	\$18 09
104459			John F. Donovan, Examiner.....	27 55
104461			Katherine H. Yochman, Stenographer and Typewriter.....	8 15
104460	7-7-15	8-18-15	Downing Letter Co.....	2 85
104457	7-31-15	8-18-15	The Western Union Telegraph Co... 8-18-15 J. F. Hazrick, Clerk.....	36 02
Department of Education.				
104333	3-17-15	41743	A. B. Dick Co.....	\$32 10
103048	6-26-15		Ernest W. Newman.....	75 00
103051	6-8-15		R. & A. Isaacson.....	46 41
103052			Hanson Bros.....	99 00
103054	6-28-15		Benjes & Stiefel.....	42 00
103055	6-25-15		Max Jackel, Assignee of Henry Saal..	65 00
103056	4-21-15		American Ornamental Iron Works....	43 20
103109	3-22-15	41356	Woldenberg & Schaar.....	5 42
102297	5-10-15	41351	Scientific Equipment Co.....	52 34
103213	5-7-15	41676	Woldenberg & Schaar.....	79 05
103217	4-14-15	41676	Woldenberg & Schaar.....	21
103220	4-5-15	41532	Schoverling, Daly & Gales.....	94 27
103125	12-31-14	38454	E. Steiger & Co.....	19 14
103127	6-3-14	39347	Standard Scientific Company.....	1 48
102323	6-8-15	41678	Scientific Equipment Co.....	11 25
102307	4-28-15	41682	Parex Mfg. Co.....	44 92
102333	3-26-15	41678	Scientific Equipment Co.....	86 64
102313	4-14-15	41676	Woldenberg & Schaar.....	12
103106		41678	Scientific Equipment Co.....	28 40
103046	6-5-15		Charles A. W. Rinschede.....	40 00
103076	6-25-15		Favor, Ruhl & Co.....	58 65
103071	6-15-15		Department of Correction.....	52 50
102408	5-13-15		David Brandt.....	64 00
103058			John Gerrard, Jr.....	82 00
103057	7-2-15		Anton Orgelfinger.....	31 95
102416	3-24-15		Alfred Billingham.....	58 00
103547	3-22-15		Montgomery & Co., Inc.....	15 95
103542	6-18-15		The Baker & Taylor Co.....	17 49
102424	6-28-15		H. Gordon.....	29 90
102452	6-15-15		H. S. Brower.....	70 00
102417	7-8-15		Thos. A. Corwin.....	75 00
104149			Reverend Father Bernard.....	255 00
104152			William F. McCloskey.....	132 00
103616	7-2-15	8-17-15	United Electric Service Co.....	44 86
104150			American District Telephone Co.....	78 15
103601	6-1-15		William F. McCloskey.....	108 00
103557	6-6-15	39299	Yawman & Erbe Mfg. Co.....	1 25
103555	4-27-15	39329	F. C. Stechert Co., Inc.....	24 65
103583	4-17-15	41680	Scientific Equipment Co.....	5 40
103581	5-19-15	42773	L. E. Knott Apparatus Co.....	11 50
103528	6-12-15	41784	Fred'k Pearce Co.....	28 89
103573	6-1-15	41261	Bloomington Bros.....	32 70
103521	6-12-15	41743	S. B. Kraus.....	3 00
103551	6-10-15	41681	A. B. Dick Co.....	1 50
103514	6-10-15	41743	Henry Allen.....	8 62
103513	3-29-15	41249	A. B. Dick Co.....	72 00
101671	4-20-15		Burton & Davis Co.....	7 80
102580	3-25-15.	6-21-15	Hymen Bros.....	48 00
102582	6-14-15.	6-24-15	Standard Scientific Co.....	23 25
102388	2-19-15.	6-12-15	Clarence S. Nathan.....	45 95
103522	6-18-15	41652	Singer Sewing Machine Co.....	77 15
103561	5-21-15	41229	Educational Publishing Co.....	12 00
103560	5-28-15	41537	Gramham Paper Co.....	74 50
103575	6-2-15	41168	The Holden Patent Book Cover Co... 8-17-15 Armour & Co.....	30 00
103576	6-2-15		F. S. Banks & Co.....	81 34
103577	3-17-15	41485	F. W. Devos & C. T. Reynolds Co... 8-17-15 The Manhattan Supply Co.....	39 31
103517	6-2-15	41345	Kolesch & Co.....	82 50
103515	5-28-15	41533	Knickerbocker Supply Co.....	4 65
103571	6-4-15	41343	Longmans, Green & Co.....	1 70
103562	5-29-15	41663	City History Club of New York.....	5 90
103572	5-26-15	41755	Scott, Foresman & Co.....	20 25
103519	3-10-15	41640	James A. Miller.....	56 50
103563	6-5-15	41220	Little, Brown & Co., Inc.....	65 63
103526	6-19-15	41651	The H. M. Rowe Co.....	16 50
103578	3-26-15	42826	Hugo L. Grote.....	35 00
103579	6-2-15	41240	The Emil Greiner Co.....	4 40
103584	6-21-15	41674		

Finance Voucher No.	Invoice Dates or Contract Number.	Received in Department of Finance.	Name of Payee.	Amount.	Finance Voucher No.	Invoice Dates or Contract Number.	Received in Department of Finance.	Name of Payee.	Amount.			
103585	5-26-15	41744	8-17-15	Remington Typewriter Co.	5 00	102897	7-24-15	8-13-15	A. I. Nanim & Son.....	8 20		
103558	6- 7-15	39290	8-17-15	G. P. Putnam's Sons	63 77	102901	7-29-15	8-13-15	Goodyear Tire & Rubber Co.....	10 00		
103565	6-21-15	41652	8-17-15	Educational Publishing Co.	66 28	101903			Fred'k Pearce Co.....	22 47		
101796		41509		Wells & Newton Co. of New York....	1,327 30	102903	4-29-15	5-19-15	Stanley & Patterson	24 70		
101800		41945	8-12-15	Weinstein Bros.	540 00	101932	5-28-15	42036	8-12-15	Western Electric Co.	15 90	
101801		38500	8-12-15	Libman Construction Corporation, Assignee of J. Charles Wechsler, Assignee of Libman Contracting Co.....	15,980 18	101933	6-15-15	42046	8-12-15	Fred'k Pearce Co.....	643 67	
				Frymier & Hanna Co.....	7,927 72	101929	6-25-15	42032	8-12-15	Foots, Pierson & Co.....	172 50	
101795	40767			Philp & Paul	1,800 00	101924	7-27-15	42957	8-12-15	J. & T. Adikes	359 22	
101807	42588	8-12-15		Herman Glasser Co., Inc., Assignee of Herman Glasser	621 00	101904	7-13-15		8-12-15	National Lead Co.....	221 25	
101797	42480	8-12-15		H. Schultz	900 00	101923	4- 1-15		8-12-15	Department of Correction	389 00	
				John W. Sands	542 48	101930	6-12-15	42038	8-12-15	Stehlin-Miller-Henes Co.	428 47	
101799	42302	8-12-15		The Tabulating Machine Co.	54 52	101880	7-24-15		8-12-15	Boston Excelsior Co.	160 75	
101798	42461	8-12-15		Kathryne E. Manley	5 10	101922	7- 7-15		8-12-15	H. T. Dakin	200 50	
103949	6- 7-15			Adams Express Company	19 20	103628	6-18-15		8-17-15	E. B. Latham & Co.....	46 50	
105007	2-28-15	6-20-15		The Tabulating Machine Company....	6 57	104271			Department of Health.			
105009	6-26-15			Hammacher, Schlemmer & Co.....	25 48	102986	6-30-15		8-16-15	J. J. Crane, Acting Supt.....	\$500 00	
105008	1- 5-15			Rand, McNally & Co.....	6 80	102987	6-25-15		8-13-15	Hale Desk Co.....	29 75	
104158	4-28-15			Bade Bros.	4 00	102992	7- 9-15		8-13-15	Charles E. Matthews	7 81	
104159	5-13-15			C. A. Nichols Co.	36 50	102982	7- 9-15		8-13-15	S. F. Hayward & Co.....	18 00	
104160	6- 1-15			Abraham & Straus	1 98	103003	7-11-15		8-13-15	Adolph Zorn	12 80	
104161	5-29-15			Patterson Brothers	8 70	102985	6-10-15		8-13-15	E. Leitz	4 00	
104156	5-17-15			The Kny-Scheerer Co.....	2 50	102989	7-23-15		8-13-15	Domestic Mills Paper Company....	43 00	
104157	5-26-15			Henry Holt & Co.....	12 86	102978	6-30-15		8-13-15	Frank T. Simmons	93 60	
104155	4- 6-15			Wm. P. Snyder	1 92	102976			8-13-15	Municipal Garage	63 22	
104162	5-25-15			Bloomingdale Brothers	83	102977	7-10-15		8-13-15	Empire Rubber & Tire Co., Inc....	46 99	
104327	6-25-15	41775	8-18-15	Bloomingdale Bros.	3 72	102977	5-31-15		8-14-15	E. Kessling	51 00	
104335	5-20-15	41175	8-18-15	American Lead Pencil Co.....	15 68	104197	4-13-15		8-13-15	Municipal Garage	33 77	
104336	6-11-15	41163	8-18-15	American Lead Pencil Co.....	13 75	102998	6- 7-15		8-18-15	Burns Bros.	13 52	
104329	6-18-15	41163	8-18-15	Burton & Davis Co.....	44 25	104235	6-30-15		8-13-15	McElraevy & Hauck Co.....	94 95	
104442	2-19-15	41249	8-18-15	D. Appleton & Co.....	25 72				8-18-15	The J. M. Horton Ice Cream Co.....	48 80	
104350	6-22-15	41645	8-18-15	The Brooklyn Daily Eagle	10 88	103962	8-14-15		Commissioner of Jurors, Richmond County.			
104444	5- 3-15	41193	8-18-15	The Atlas Shear Co.	1 30				8-18-15	Frederick Rohde, Postmaster.....	\$70 00	
104448	6-10-15	41167	8-18-15	Bloomingdale Brothers	5 19	4205			Law Department.			
104454	3-15-15	41175	8-18-15	Bloomingdale Bros.	22 50	102680	7-23-15		8-12-15	Jere W. Kennedy	\$1,665 00	
104361	5-19-15	41743	8-18-15	A. B. Dick Company.....	17 50	102678	7-26-15		Department of Parks.			
104426		41170		A. P. W. Paper Co.....	7 01	102671	7-31-15		8-13-15	Garfield Williamson	\$72 61	
104394	5- 8-15	41784	8-18-15	Bloomingdale Brothers	12 55	102278	7-19-15		8-13-15	Frank E. Haynes & Son.....	32 27	
104392		41167		The Atlas Shear Co.	27 85	102275	5-21-15		8-12-15	M. Magee & Son, Inc.....	45 00	
104550	6-18-15	39292	8-19-15	The A. S. Barnes Co.....	1 20	102675	8- 7-15		8-13-15	Manhattan Electrical Supply Co.....	28 00	
104555	6-18-15	39292	8-19-15	The A. S. Barnes Co.....	92 26	102668	7-28-15		8-11-15	Department of Public Charities.....	27 30	
104563		39295	8-19-15	American Book Company.....	6 03	102279			8-13-15	James A. Heaney	57 75	
104556		39295	8-19-15	American Book Co.....	38 15	102117	8- 7-15		8-12-15	Agent and Warden, Sing Sing Prison.	232 19	
104558		39284	8-19-15	D. Appleton & Co.....	9 75	102261	7- 9-15	7-24-15	8-12-15	Gustave D'Aquin, Bandmaster.....	644 00	
104554	6-24-15	39284	8-19-15	D. Appleton & Co.....		102288	8- 2-15		8-12-15	A. P. W. Paper Co.....	106 25	
				Department of Finance.		102115	8- 7-15		8-12-15	S. Dietz	458 00	
				Ferdinand Lutz	\$6 00	102116	8- 7-15		8-12-15	Louis Schmidt, Bandmaster.....	644 00	
				John J. Sheehan	1 00				8-12-15	William Schwartz's Orchestra and Military Band	644 00	
				Arthur P. Williams	37 40	102280	6-11-15	7- 8-15	8-12-15	Standard Oil Co. of New York.....	451 73	
				William C. Brown.....	7 27	102289	7-21-15		8-12-15	Louis Ruhe	230 00	
				John Callahan	3 00				Police Department.			
				James D. Hines	4 00	103735	7-31-15		8-17-15	Postal Telegraph Cable Co.....	\$1 52	
				Winifred William	4 29	103391	7-31-15		8-16-15	Pierce, Butler & Pierce Mfg. Co.....	15 20	
				Fred Schulz Co.	19 35	103390	7-16-15		8-16-15	John C. Orr Co.....	14 40	
			8-13-15	John G. McLaughlin, Administrator of the Estate of Adelaide M. McLaughlin	104 75	103387	7-19-15		8-16-15	Hull, Grippen & Co.....	4 30	
				Kew Gardens Corporation.....	219 15	103386	7-20-15		8-16-15	Hammacher, Schlemmer & Co.....	1 70	
				Richard Rutter	1 95	103360				Bruce & Cook	18 90	
				Lenora Plympton	1 30	103359				The Consolidation Coal Co., Inc.....	78 75	
				Laura E. Homan	14 40	103383	7-21-15		8-16-15	The Consolidation Coal Co., Inc.....	78 75	
				J. Hampden Dougherty	6,477 26	103382	7-21-15		8-16-15	A. F. Brombacher & Co.....	57 72	
				Frank Caeras	157 50	103379	6- 4-15		8-16-15	American Flag Co.....	30 00	
			8-24-15	Stanley C. Fowler	600 00	101982	7-14-15		8-16-15	New York Sporting Goods Co.....	61 20	
				Alexander R. Tendler, Assignee of Frederick A. Ware and Samuel Feldman	500 00	101987	4-22-15		8-12-15	Varnu Mfg. Co.....	15 00	
				The American Society for the Prevention of Cruelty to Animals.....	10 00	101996	7-14-15		7-20-15	R. and L. Company, Inc.....	208 77	
				Caroline Rogers Bower.....	6 25	101956	7-14-15		8-12-15	New York Sporting Goods Co.....	453 00	
				H. A. Kresh	4 50	101952	5-15-15		8-12-15	John Fennell's Sons	105 00	
			8-19-15	H. Gollins	3 00	101964	7-14-15		8-12-15	P. J. O'Rourke Elec. Eng. Co.....	180 00	
			8-19-15	J. Armstrong	18 71	101965	7-20-15		8-13-15	F. W. Anderson & Co., Inc.....	157 50	
				Mary Mitchell	18 00	101980	7-23-15		8-13-15	M. B. Brown Printing & Binding Co..	384 00	
				Veronica Sherlock	2 00	101979	7-23-15		8-13-15	Royal-Eastern Electrical Supply Co..	110 00	
				Joseph M. Dolan	25,000 00	101990	7-28-15		8-13-15	Royal-Eastern Electrical Supply Co..	110 00	
				Long Island Railroad Co.....	42 00	102006	7-16-15		8-13-15	Dieges & Clust	130 00	
				William Fisher	42 92	101945			8-12-15	D. B. Fleming & Sons, Inc.....	277 36	
				Matthew Gormley	50 00	101943	4-17-15	41865	8-12-15	Thomas F. Burke	200 00	
				Anna Neumann	124 92	101955	6-26-15		8-12-15	Jurgen-Rathjen Co.	234 00	
				John Mullins or Thomas W. Burke, Attorney	3,189 29	102001	6-22-15		8-12-15	Western Electric Co.....	625 00	
				Lord Electric Co.	15,409 74	101999	7-14-15		8-12-15	The East River Mill & Lumber Co....	135 23	
				Harway Dyewood & Extract Mfg. Co.	20 84	101998	7-13-15		8-12-15	New York Sporting Goods Co.....	1,200 00	
				Louisa Milker as General Guardian for Benjamin Milker	60 14	101997	7- 2-15		8-10-15	New York Sporting Goods Co.....	2,440 00	
				Ethelyn D. Betts	15,351 95	101978	4-26-15		8-12-15	Rutherford Rubber Co.....	953 38	
				William T. Betts	334 20				8-12-15	Standard Oil Co. of New York.....	523 99	
				Gano S. Dunn	337 05	103300	7-14-15		President of the Borough of Manhattan.			
				Gano S. Dunn	222 79	103298	7-29-15		8-16-15	The Good Roads Machinery Co., Inc..	\$4 00	
				Martha Wagner	40 00	103297	6-24-15		8-16-15	Lewis & Egginton, Inc.....	3 84	
				Jakob Muller	139 12	103295	7-30-15		8-16-15	The East River Mill & Lumber Co....	46 00	
				Jakob Muller	267 95	103294	7-27-15		8-16-15	Lenox Sand & Gravel Co.....	70 00	
				North Shore Realty Company.....	438 00	103293	6-21-15		8-16-15	Holgan Bros.	17 95	
				North Shore Realty Company.....	276 54	103292			8-16-15	Samuel Lewis	1 20	
				Joseph L. Dowling and Luke D. Doyle, as Executors and Trustees Under the Will of Michael Dowling, Deceased...	130 00	103290	6-19-15		8-16-15	Hercules Manufacturing Co.	21 00	
				Albert H. Ackerman	615 04	103289	7- 8-15		8-16-15	Chesbro Whitman Co.	1 80	
				Emil Kozlik & Katharina Kozlik.....	26 75	103289	7- 8-15		8-16-15	Watson Wagon Co.	9 78	
				Mary White	59 46	103286	6-17-15		8-16-15	H. W. Johns-Manville Co.....	9 28	
				Paul Irrera	81 58	103299	7-26-15		8-16-15	Dickerson, Van Dusen & Co.....	41 71	
				Paul Irrera	118 42	103298	7-19-15	41774	8-12-15	Phoenix Sand and Gravel Co.....	270 05	
				Collector of Assessments and Arrears.	202 03	103297	7- 8-15	41272	8-12-15	H. T. Dakin	597 40	
				Louisa Milker, as General Guardian for Joseph Milker	20 83	101934		1815	8-12-15	The Sicilian Asphalt Paving Co.....	154 88	
				Louisa Milker, as General Guardian for Edward Milker	20 84	101878	6-30-15		8-12-15	Municipal Garage	141 20	
				Louisa Milker, as General Guardian for Laura Ratke	20 83	101941		42401	8-12-15	The Aztec Asphalt Co.....	3,852 34	
				Fire Department.		101942		37581	8-12-15	Asphalt Construction Co., assignee of executors of estate of Wm. F. Cunningham, deceased	5,787 30	
101926	7-15-15	42954	8-12-15	Broadway Central Bank of New York, Assignee of J. W. Gasteiger & Son....	\$1,400 00				8-12-15	Barrett Mfg. Co.	1,249 08	
101926		42954	8-12-15	J. W. Gasteiger & Son.....	488 03	101937	7-21-15	41466	8-12-15	President of the Borough of The Bronx.		
103923			8-18-15	Robert Adamson, Fire Commissioner..	300 00	162090	7-24-15		8-12-15	John A. McCarthy	\$26 10	
102891	7-17-15		8-13-15	Indian Refining Company	8 40	102093	6-12-15		8-12-15	Dayton Hedges	65 00	
102894	6-26-15		8-13-15	H. W. Johns Manville Co.....	48 75	102096	7-21-15		8-12-15	Dayton Hedges	23 33	
102895	7-27-15		8-13-15	Tower Mfg. & Nov. Co.....	7 00	102099	7-16-15		8-12-15	United States Wood Preserving Co..	15 75	
102896	5-28-15		8-13-15	A. Rudolph	40	102098	7- 2-15		8-12-15	The Hastings Pavement Co.....	13 61	
						102095			8-12-15	The Barber Asphalt Paving Co.....	37 72	
						102097	7-14-15	7-20-15	8-12-15	Uvalde Asphalt Paving Co.....	1,956 10	
						104310	7-17-15		8-18-15	International Motor Co.....	18 25	
						104311	8- 6-15		8-18-15	Dimock & Fink Co.....	3 48	
						104312	7-27-15		8-18-15	The F. D. Cummer & Son Co.....	48 60	
						104318	7					

Finance Voucher No.	Invoice Dates or Contract Number.	Received in Department of Finance.	Name of Payee.	Amount.	Finance Voucher No.	Invoice Dates or Contract Number.	Received in Department of Finance.	Name of Payee.	Amount.
103439	7-27-15	8-16-15	Henry Frank, Jr.	3 11	101822	6-10-15	8-12-15	Jacob Boss	148 93
103494	7-20-15	8-16-15	Trautwein Tire & Repair Co., Inc.	13 14	101826	6-30-15	8-12-15	Flatbush Water Works Company.....	294 19
103492	8- 2-15	8-16-15	Title Guarantee & Trust Co.	5 25	101808		8-12-15	Albert Winternitz	113 41
103495	7-26-15	8-16-15	The Standard Stamp Affixer Co.	2 39				Commissioner of Records, New York County.	
103441	7- 2-15	8-16-15	J. H. MacDowell Lumber Co., Inc.	4 34	103225		8-16-15	Direct Line Telephone Co.	\$16 00
103475	8- 1-15	8-16-15	Elihu K. Baynon	30 50				Register, Bronx County.	
103456	7-17-15. 7-24-15	8-16-15	Oriental Rubber & Supply Co., Inc.	28 40	103415	8- 1-15	8-16-15	Gramatan Spring Water Co.	\$6 50
103447	8- 2-15	8-16-15	M. S. Brown	9 09				Register, New York County.	
103449	7-22-15	8-16-15	Fallon Law Book Co.	13 80	103670	6-12-15. 8- 5-15	8-17-15	Elliott, Fisher Co.	\$15 68
103458	7-30-15	8-16-15	Rutherford Rubber Co.	27 54				Department of Street Cleaning.	
103450	7-22-15	8-16-15	Royal Eastern Electrical Supply Co.	3 50	103978		8-18-15	John J. O'Brien, Chief Clerk.....	\$247 10
103496			Detroit Cadillac Motor Car Co.	2 00				Tenement House Department.	
103470	7-31-15	8-16-15	Royal Garage and Machine Works....	6 15	102567			Knickerbocker Towel Supply Co.	\$40 50
103467	7-29-15	8-16-15	Owen Drum	28 75				Board of Water Supply.	
103466	7-31-15	8-16-15	Walter Doscher	55 00	113264		8-18-15	Ernst Jonson, Engineer Inspector.....	\$328 08
103465	8- 2-15	8-16-15	Gilbert Dean	11 00	104040			John P. Hogan, Division Engineer.....	29 76
103462	7-31-15	8-16-15	Royal Garage & Machine Works....	20 00	104039		8-18-15	Charles Goodman, Assistant Engineer.	33 52
103460	7-30-15	8-16-15	Remington Typewriter Co.	75	104038		8-18-15	George W. Fuller	4 40
103455	7-28-15	8-16-15	Geo. W. Speaight	19 00	104037		8-18-15	Alfred D. Flinn	19 32
103508		8-16-15	Frank Merendino	66 92	104036		8-18-15	Sidney K. Clapp, Asst. Engr.	75 81
103457			Royal Garage and Machine Works....	57 60	104033		8-18-15	Fred K. Betts, Asst. Engr.	14 10
103472	7-29-15	8-16-15	The Garlock Packing Co.	15 06	104042		8-18-15	J. Waldo Smith	18 80
103444	6-20-15	8-16-15	J. Morris	2 85	104035			H. C. Buncke, as Auditor.....	690 17
103488	8- 1-15	8-16-15	Midwood Garage	4 00	104032			The Leader Co.	59 15
103453	8-14-15	8-17-15	Stevenson & Marsters, Inc.	50 00	104034		8-18-15	Arthur H. Blanchard	5 22
103454	7-31-15	8-17-15	Royal Garage & Machine Works....	11 52	103694	8- 2-15	8-17-15	Westchester Lighting Company.....	1 00
103452	7-29-15	8-16-15	Stevenson & Marsters, Inc.	0 00	103692	7-31-15	8-17-15	Tower Manufacturing & Novelty Co.	20 91
103435	7-12-15	8-17-15	Royal Eastern Electrical Supply Co.	1 04	103795	7-17-15	8-17-15	Westchester Lighting Company.....	3 24
103446	7-16-15	8-16-15	The Long Island Wire Works.....	16 75	103787	7-26-15	8-17-15	Peekskill Lighting & Railroad Company	1 80
103445	7- 1-15. 7-14-15	8-17-15	Samuel Kaplan	11 85	103775	4- 1-15. 7- 1-15	8-17-15	The City of Yonkers, Bureau of Water	12 31
103448	8- 1-15	8-17-15	William F. Ruddy	11 00	103773	7-22-15	8-17-15	Central Hudson Gas & Electric Co.	2 00
103451	7- 1-15	8-17-15	Samuel Kaplan	1 00	103798	7-26-15	8-17-15	United States Rubber Co.	27 10
			President of the Borough of Queens.		103749		8-17-15	The Howe Scale Co. of N. Y.	19 56
104463			Elmhurst Coal Co.	\$65 00	103745	7-31-15	8-17-15	Peter Ginch & Sons.....	14 00
104480	7-31-15	8-18-15	Chas. Greffrath Co.	4 48	103750	8- 2-15	8-17-15	George E. Johnston	26 57
104488			The Long Island Hardware Co.	34 01	103743	7-22-15	8-17-15	The Fairbanks Company	6 03
104490	7-31-15	8-18-15	Chas. Greffrath Co.	15 75	103803	7-31-15	8-17-15	Club Garage Co.	48 34
104493	6-30-15	8-18-15	Crescent Garage	16 15				Department of Water Supply, Gas and Electricity.	
104497	7-29-15	8-18-15	Fritz Hartmann	57 15	104051		8-18-15	H. E. Sholl, Chief Clerk	\$6 00
102242		42009	H. J. Mullen Contracting Co., Inc.	5,703 08	103358	8- 3-15	8-16-15	E. Belcher Hyde	14 00
102244		40313	Coleman King	1,500 94	104350	7- 9-15	8-16-15	The Globe Wernicke Co.	14 50
102243		42432	The Green Contracting Co.	2,502 40	103345	4- 1-15	8-16-15	Kanouse Mountain Water Co.	60
			President of the Borough of Richmond.		103342	7-31-15	8-16-15	Great Bear Spring Co.	90
101283	7- 9-15	8-11-15	Hayes Automobile Specialty Co.	\$50 00	103341	7-30-15	8-16-15	Hoffman-Corr Mfg. Co.	37 27
			Public Service Commission.		103324	7-16-15	8-16-15	The Manhattan Supply Co.	45 67
104884			Realty Associates	\$4,612 50	103352	7-15-15	8-16-15	Oriental Rubber & Supply Co., Inc..	57 58
104887			Henry A. Carly and Sarah J. Carly...	6,355 00	103347	7-31-15	8-16-15	Samuel Olim	6 40
104886		8-19-15	Maria Rathgeber	6,867 50	103346	7- 1-15	8-16-15	F. F. Fuhrmann	12 65
104885		8-19-15	Henry J. Alfiere	6,508 75	102023	7-21-15	8-12-15	Borough Asphalt Co.	44 60
104883		8-19-15	The City of New York.....	56 26	104831	8- 1-15	8-19-15	Adolph Huess, Receiver of Taxes,	
104744			Thos. J. Tuomey	100 00				Town of Ossining, N. Y.	434 09
102205		8-12-15	Sprague & Henwood, Inc.	2,049 30	102238		8-16-15	The Addressograph Co.	3 20
102193			Thomas Scott	110 00	103343	8- 3-15	8-16-15	Alfred Chatwin Supply Co.	8 61
102191		8-12-15	New York Telephone Co.	120 19	103334	8- 3-15	8-16-15	A. Chatwin Supply Co.	17 88
102216	7-10-15	8-12-15	The Evening Post	147 20	103333	8- 3-15	8-16-15	A. C. Jacobson & Sons.....	22 23
102226	6- 2-15	8-12-15	The Brooklyn Citizen	117 60	103332	7-20-15	8-16-15	Peerless Rubber Manufacturing Co.	43 40
102228			The Brooklyn Citizen	128 00	103331	5-15-15	8-16-15	New York Sporting Goods Co.	29 50
102227	6-16-15	8-12-15	Brooklyn Daily Times	106 08	103330	7-14-15	8-16-15	John Wanamaker	22 43
102225	2-27-15	8-12-15	The New York Tribune	364 00	103338	7-23-15	8-16-15	Clement Restein Co.	4 75
102224	3-11-15	8-12-15	New York Press Co., Ltd.	338 00	103340	7-12-15	8-16-15	National Lead Co.	13 20
102223	1-12-15	8-12-15	Sun Printing and Publishing Assn.	308 00	103336	7-16-15	8-16-15	L. B. Richards	10 88
102222	1-12-15	8-12-15	New York Herald Company.....	327 60	103344	7-22-15	8-16-15	Keuffel & Esser Co.	29 50
102221			Sun Printing and Publishing Assn.	220 00	103320	7-17-15	8-16-15	Robert Gordon & Son, Inc.	12 48
102218			Sun Printing and Publishing Assn.	209 20	103319	7-15-15	8-16-15	Henry Moss & Co.	5 00
102220			The Globe and Commercial Advertiser	182 00	103349	7-19-15	8-16-15	Oriental Rubber & Supply Co.	36 96
104743	7-31-15	8-19-15	The New York Mutual Gas Light Co.	11 55	103351	7- 8-15	8-16-15	Smith-Worthington Co.	1 80
104747	5-27-15. 6-24-15	8-19-15	Westchester Lighting Co.	3 90	103323	7-14-15	8-16-15	Water Works Equipment Co.	69 00
104742	6-30-15. 7-31-15	8-19-15	The New York Edison Company.....	66 26	103353	7-14-15	8-16-15	A. F. Brombacher & Co.	2 28
104741	6-30-15. 7-31-15	8-19-15	Lawyers' Title & Trust Company.....	32 50	103355	7-31-15	8-16-15	Thomas H. Tyrrell	27 50
104746			United Electric Service Company....	8 75	103327		8-16-15	New York Central R. R. Co.	20 00
			Department of Public Charities.		103328	7-21-15	8-16-15	Real Estate Record & Builders' Guide	8 00
103882	8-12-15	8-17-15	John A. Kingsbury, Commissioner...	\$0 76	103357	7-14-15	8-16-15	Burroughs Adding Machine Co.	5 50
101816	6- 7-15. 6- 9-15	8-12-15	George Glaab	78 25	103329	7-16-15	8-16-15	Cling-Surface Co.	8 75
100625	5-31-15	8- 9-15	D. B. Pershall & Son.....	121 58	103321	7-22-15	8-16-15	The International Seal & Knot Pro-	
100987		37743	Walker & Gillette	1,910 50				jector Co.	80 90
101852		8-12-15	Bramhall, Deane Co.	80 43	102030	7-18-15	8-12-15	Godfrey Keeler Co.	112 00
101825			Blackfords, Inc.	15 74	102250	6- 3-15	8-12-15	Standard Oil Co. of New York.....	858 59
101824	6-17-15. 7-22-15	8-12-15	Blackfords, Inc.	75 37	102248	6- 5-15	8-12-15	Arnold Hoffman & Co., Inc.	263 76
101832	6- 1-15. 6- 1-15	8-12-15	Sulzberger & Sons Co.	25 74	102249	6- 9-15	8-12-15	Arnold Hoffman & Co., Inc.	957 60
101829		8-12-15	Westchester Fish Co., Inc.	307 54	102239	7- 8-15	8-12-15	Queens County Water Company.....	5,275 00
101810	2-24-15	8-12-15	The J. L. Mott Iron Works.....	292 80	102016	6-30-15. 7-16-15	8-12-15	The Green Fuel Economizer Co.	139 00
101821	6-30-15	8-12-15	Samuel E. Hunter	179 99	102009	7-10-15	8-12-15	Joseph Johnson's Sons	317 25
101817	6-30-15	8-12-15	P. Lawless Sons	121 70	103356	7-31-15	8-16-15	Lithoprint Co., Inc.	71 54
101840	7- 2-15	8-12-15	Thomas M. Blake	152 42					
101839	6- 7-15	8-12-15	Frank J. Lennon Company.....	788 62					

VOUCHERS RECEIVED IN DEPARTMENT OF FINANCE, WEDNESDAY, AUGUST 25, 1915.

A statement is herewith submitted of all vouchers filed in the Department of Finance on this date, in which is shown the Department of Finance voucher number, the date of the invoices or the registered number of the contract, the name of the payee and the amount of the claim. Where two or more bills are embraced in one voucher the date of the earliest is given, excepting that when such vouchers are submitted under a contract the registered number of the contract is shown instead.

WILLIAM A. PRENDERGAST, Comptroller.

Finance Voucher No.	Invoice Date or Contract Number.	Name of Payee.	Amount.	Finance Voucher No.	Invoice Date or Contract Number.	Name of Payee.	Amount.
106707	6-30-15	Rehm & Co.	12 39	106694	8-12-15	Wm. Byrnes	9 50
106708	7- 7-15	Philip Strobel & Sons, Inc.	58 20	106695	8- 5-15	Dahlstrom Metallic Door Co.	71 72
106709	7-10-15	Heywood Bros. & Wakefield Co.	27 00	106696	8- 6-15	Egleston Bros. & Co.	27 03
106710	7- 8-15	Cavanagh Bros. & Co.	1 50	106697	5-29-15	Yawman & Erbe Mfg. Co.	143 25
106711	7- 1-15	Rehm & Co.	14 75	106680	8-13-15	S. Trimmer & Sons, Inc.	10 80
106712	7-13-15	G. Tagliabue	15 00	106681	8-12-15	Standard Oil Co. of N. Y.	4 00
106713	7-26-15	John Boyle & Co.	4 32	106682	8-13-15	Department of Public Charities	
106714	4-23-15	Cavanagh Bros. & Co.	27 00				20 75
106715	6- 2-15	Gimbel Bros.	121 40	106683	8- 9-15	Jos. Dixon Crucible Co.	23 52
106716	7-12-15	Stephen C. Parker.....	9 00	106684	8-11-15	The Petroleum Products Co.	7 84
106717	7-15-15	Cavanagh Bros. & Co.	26 95	106685	8-12-15	The Crocker Nat'l Fire Prevention Eng. Co.	8 70
106718	5- 8-15	H. S. Johns-Mansville Co.	3 00				7 20
106719	1- 5-15	M. Friedenberg	5 10	106686		Howard & Morse	6 00
106720	7-28-15	C. Cl. Dooley, Inc.	37 75	106687	8- 9-15	Stanley & Patterson.....	65 10
106721	2-17-15	John F. Ferguson	25 00	106688	8-11-15	Egleston Bros. & Co.	14 93
106722	7- 8-15	Huston & Corbitt Co.	73 28	106689	8- 7-15	S. B. Dayton	60 00
106723	8-12-15	Nicholas J. Schery	14 30	106690	7-31-15	John W. Masury & Son.....	1 32
106724	8-12-15	William C. Ferrer	10 55				
106725	8- 6-15	Fraser & Berau, Inc.	32 92				
106726	8- 2-15	T. J. Cummings Pub. Co.	95 67				
106727	7-29-15	Brooklyn Metal Ceiling Co.	47 00				
		Board of Assessors.		106778		State Prison Department..	6 00
106777		E. Belcher Hyde.....	40 00			District Attorney, New York County.	
		Department of Bridges.		106474	7-30-15	Frank Tourist Co.	221 30
106729		American Steel Foundries.	1 22	106475	7-28-15	Bernard A. Flood.....	87 80
106692	8-14-15	A. F. Brombacher & Co.	9 06	106476	8-13-15	Thomas J. Horan	273 19
106693	7-21-15	Thompson, Bonney Co.	12 00	106477	8-18-15	John J. Buckley	29 97
				106478	8-17-15	Alfred Seelenfreund	

Invoice			Invoice			Invoice					
Finance Vouch- or Con- Number.	Date or Contract Number.	Name of Payee.	Amount.	Finance Vouch- or Con- Number.	Date or Contract Number.	Name of Payee.	Amount.	Finance Vouch- or Con- Number.	Date or Contract Number.	Name of Payee.	Amount.
Department of Docks and Ferries.				Department of Education.				Department of Public Charities.			
106565	42875	Henry DuBois' Sons Co.,	5,722 21	106811	7- 8-15	Shadbolt Mfg. Co.	30 65	106636	4-12-15	International Silver Co.	2 89
106566	42913	Clarksburg Coal Mining Co., Inc.	2,884 88	106812	7- 8-15	Municipal Garage	20 00	106658	5-13-15	Chas. H. Heisohn	296 00
106567	42511	N. Z. Graves & Co.	664 75	106813	7- 8-15	Midwood Garage	18 00	106659	7-22-15	D. B. Pershall & Son	2 60
106568	41413	N. Y. Tel. Co.	24 40	106814	7-28-15	Municipal Garage	2 71	106660	6-22-15	Geo. W. Millar & Co.	45 50
106552	6-24-15	Specification Soap & Oil Co.	35 62	106815	7- 8-15	Midwood Garage	2 50	106661	6- 9-15	James A. Miller	345 95
106553	7-30-15	Gulf Refining Co.	153 07	106816	5-10-15	Brooklyn Alcatraz Co.	70 55	106662	7-26-15	T. J. Mullen	93
106554	7-27-15	Fiske Bros. Refining Co.	9 06	106817	6- 8-15	Barber Asphalt Paving Co.	616 00	106663	7- 1-15	Hoffman Taxicab Co., Inc.	125 91
106555	8-16-15	A. S. Cameron Steam Pump Works	61 33	106818	8- 2-15	Bklyn. Alcatraz Asphalt Co.	20 00	106664	6- 1-15	John Greig	228 52
106556	8-16-15	Knickerbocker Supply Co.	22 50	106819	8-12-15	B. C. Miller & Son	14 85	106665	7-23-15	Robert Ferguson	10 54
106557	6-30-15	Stanley & Patterson	465 59	106820	8-13-15	William A. Parfitt	25 00	106666	6-22-15	Duparquet, Huot & Moneuse Co.	35 90
106558	8-17-15	Babcock & Wilcox Co.	136 00	106821	8- 5-15	Munson Supply Co.	6 30	106667	7-30-15	Alfred Chatwin Supply Co.	3 55
106559	8-12-15	Jas. Thompsons & Sons	129 00	106779	8-10-15	Brooklyn Blue Print Works	24 18	106668	7-24-15	Milton Bradley Co.	338 85
106560		Emil Colman & Co.	90 00	106780	7- 8-15	Clynta Water Co.	19 20	106669	7-10-15	Thomas Stokes & Son	25 20
106561	5-26-15	Henry R. Worthington	74 50	106781	7- 8-15	Standard Oil Co. of N. Y.	27 00	106670	7- 9-15	C. H. T. Jurgens	28 75
106562	8- 7-15	Alvey-Ferguson Co.	21 10	106782	7- 8-15	Midwood Garage	11 00	106671	6-29-15	J. J. Gylsen	10 40
106563	7-16-15	Ashcroft Mfg. Co.	14 00	106783	7- 8-15	Municipal Garage	17 88	106672	7- 1-15	Conron Bros. Co.	80 52
106564		Crosby Steam Gage & Valve Co.	12 85	106784	7-24-15	Swan & Finch Co.	38 00	106673	7- 2-15	John Bellmann	23 10
Department of Finance.				106785	7-24-15	Frazer Lubricator Co.	17 84	106674	6-30-15	Jacob Boss	23 21
106468	42650	N. Y. Tel. Co.	128 34	106787	8- 2-15	J. D. McCarthy Co.	1 25	106675	6- 4-15	F. Denner & Co.	26 10
106469	42650	N. Y. Tel. Co.	141 52	106788	8- 5-15	H. & B. Auto Sales Co.	27 90	106676	7-22-15	Lewis De Groff & Son	15 00
106470	42650	N. Y. Tel. Co.	112 94	106789	7- 2-15	Dept. of Correction Mfg. Industry	32 10	Board of Water Supply.			
106471	42650	New York Telephone Co.	186 75	106837	42353	Norton & Gorman Cont. Co.	6,627 70	106490	7-27-15	The Baldt Steel Company	413 27
106570	41477	Wm. H. Sidway	21 00	106838	40644	Henry E. Fox Const. Co.	4,151 50	106491	7-29-15	Consolidated Gas Co. of N. Y.	60
106571	41473	O. M. Gottesman	47 78	106839	42407	Topeka Paving Co., Inc.	5,794 11	106492	8- 1-15	Johnston's Garage	9 35
106572	41699	Geo. T. Montgomery	9 54	106840	42240	Topeka Paving Co., Inc.	1,212 09	106493	8- 5-15	Kolesch & Co.	8 81
106573	41261	S. B. Kraus	2 33	106841	42571	Ulrich & Co.	1,639 05	106494	7-30-15	George H. Tyrrell Co.	7 30
106574	41161	J. B. Greenhut & Co.	24 97	106842	40820	Jos. Johnson Sons	5,451 21	106495	8- 2-15	Westchester Lighting Co.	3 80
106575	41182	O. M. Gottesman	4 59	President, Borough of Queens.				106496	8- 2-15	Westchester Lighting Co.	1 44
106576	41253	A. L. Nathan & Co.	25 45	106833	31195	Uvalde Cont. Co.	\$45 20	106497	7-31-15	C. D. Durkee & Co.	4 19
106577	41190	Geo. W. Millar & Co.	33 86	106834	42163	Cornelius Vanderbilt	415 92	106498	8- 9-15	Firestone Tire & Rubber Co., Inc.	5 96
106578	41206	Wm. Zinsner & Co.	5 33	106835	40552	Degnon Cont. Co.	1,382 58	106499	7-24-15	Heller & Brightly	32 67
106579	41461	The J. W. Pratt Co.	12 76	106836	42270	Astoria Cont. Co.	1,766 34	106500	5- 7-15	Forsyth & Davis	9 51
106580	39293	Chas. Scribner's Sons	101 91	106822	7-16-15	William J. Casey	5 00	106501	8- 7-15	Electro Light Engraving Co.	92 61
106581	39294	Silver, Burdett & Co.	30 73	106823		William E. Everitt	15 15	106502	3-10-15	Garland Auto Co.	75 68
106582	39293	Chas. Scribner's Sons	70 29	106824		Henry A. Christie	111 45	106503	8- 7-15	Austin Nichols & Co., Inc.	23 25
106583	39290	G. P. Putnam's Sons	54 61	106825		Lewis W. Spencer	10 80	106504	12- 7-14	Jules Breuchaud	401 87
106584	39283	World Book Co.	48	106826		William J. Casey	47 30	106505	8-13-15	Urish Conner	67 50
106585	39288	Longmans, Green & Co.	1 92	106827	7-31-15	Harold Tait	66 84	106506	8-13-15	Costello & Dugan	1 57
106586	39286	Rand, McNally Co.	25 00	106828	8-13-15	John W. Moore	185 98	106507	7-19-15	Frank Ennist	5 80
106587	39293	Chas. Scribner's Sons	81 80	106829	7-20-15	Francis X. Kestler	3 41	106508	7-20-15	Holbrook, Cabot & Rollins Corp.	5 00
106588	39299	F. C. Stechert Co.	29 83	106830	7-15-15	Long Island Hardware Co.	2 00	106509	7- 2-15	Manhattan Electrical Supply Co.	17 22
106589	39294	Silver, Burdett & Co.	42 64	106831	8-10-15	Chas. A. Myers	28 76	106510	7-30-15	Edw. T. McGill	7 50
106590	39285	D. C. Heath & Co.	84 10	106832	2-15-15	William A. Prendergast, Comptroller of the City of New York, trustee for account of Street Opening Fund	25 00	106511	7-31-15	Mose Palen	31 40
106591	39289	The Macmillan Co.	67 52	Department of Public Charities.				106512	7-30-15	Rutherford Rubber Co.	42 93
106592	39291	Ginn & Co.	160 82	106637	7- 8-15	Blackfords, Inc.	\$49 96	106513	8-12-15	M. A. Murray & Son	12 00
106593	8-12-15	A. L. Brasefield	3,289 30	106638	7-23-15	Westchester Fish Co., Inc.	246 62	106514	3-31-15	M. B. Brown Ptg. & Bdg. Co.	24 94
Department of Finance.				106639	5-30-15	Samuel E. Hunter	151 99	106515	5- 1-15	A. L. Dressner	2 45
106481		Robt. Abrahams et al.	\$1,855,000 00	106640	6-30-15	Samuel E. Hunter	80 58	106516	8-14-15	Chesebro, Whitman Co., Inc.	30 00
106482		Wm. A. Abel et al.	1,491,500 00	106641	7- 5-15	J. M. Horton Ice Cream Co.	77 17	106517	7-29-15	Albert C. Smith & Co.	7 58
106483		Justa Mora Agramonte et al.	3,312,000 00	106642	6-30-15	P. Lawless Sons	111 29	106518	7-17-15	John Smith, Jr.	18 75
106484		Harlem Savings Bank	1,090 00	106643	7-31-15	Samuel Rothman	9 55	106519	7-28-15	Yonkers Elec. Light & Power Co.	78
106485		Harlem Savings Bank	1,000 00	106644	6-11-15	Van Horn & Sawtell	11 40	106520	6- 1-15	Pittsburg Contracting Co.	1,200 00
106486		The Greenpoint Savings Bank	1,000 00	106645	6-21-15	Stanley Supply Co.	81 00	106521	8- 1-15	N. Y. Telephone Co.	2 42
106487		New Paltz Savings Bank	2,500 00	106646	6-16-15	Standard Oxygen Co.	13 50	106522	8- 1-15	N. Y. Telephone Co.	12 62
106488		Germania Savings Bank	1,000 00	106647	6-12-15	Smith's Homeopathic Pharmaceutical Co.	23 70	106523	6-30-15	N. Y. Telephone Co.	11 35
106489		Ulster County Savings Institution	1,200 00	106648	6- 9-15	Schieffelin & Co.	62 25	106524	8-12-15	Cornwall Telephone Co.	4 95
106472		J. Hampden Dougherty	6,477 26	106649	6- 2-15	Sharp & Dohme	32 50	106525	8-12-15	Cornwall Telephone Co.	5 50
106473		Frank Caeras	157 50	106650	6-21-15	Seabury & Johnson	3 00	106526	8-11-15	Globe & Commercial Adv.	158 40
106474		Edward D. Dowling	405 00	106651	6-17-15	Scientific Specialties Co., Inc.	13 14	106527	8-14-15	Engineering Record, McGraw Pub. Co.	8 00
106475		Alfred B. Hall	170 00	106652	6-12-15	F. Alfred Reichardt & Co.	8 46	106528		Sallie I. Hawthorne	15 00
106476		Jas. A. Lyon	225 00	106653	6-22-15	Powers, Weightman, Rosengarten Co.	169 00	106529	8-31-15	Henry Metcalfe	30 00
106477		Monroe Goldwater	360 00	106654	6- 8-15	Parke, Davis & Co.	506 94	106530	8-31-15	Thomas J. O'Hara	36 00
106478		Jas. Woods	200 00	106655	6-12-15	Norwich Pharmacal Co.	151 20	106531	8-31-15	Village of Cornwall	37 50
106479		Gustav Aschenbrenner	250 00	106656	6-21-15	The Watters Laboratories	271 50	106532	8-31-15	Isaac Purdy	225 00
106480		Max Meading	250 00	106657	6-24-15	Wappler Elec. Mfg. Co., Inc.	69 87	106533	8- 1-15	N. Y. Telephone Co.	9 00
106481		Frederick E. Duke	350 00	106658	7- 8-15	Angus P. Thorne	93 67	106534	8- 1-15	N. Y. Telephone Co.	53 50
106482		Susanna C. Osborne	50 00	106659	8-11-15	Dr. C. B. Bacon	18 66	106535	7-21-15	Cornwall Telephone Co.	8 76
106483		Robt. C. Smith et al.	50 00	106660	8-11-15	Dr. E. P. McSweeney	15 25	106536	8-12-15	Cornwall Telephone Co.	8 07
106484		Lena Wirsching Schnell	50 00	106661	8- 4-15	W. B. Buck	10 65	106537		William B. Hunter	36 27
106485		Patrick J. Murphy et al.	50 00	106662	8- 2-15	Chas. K. Blatchly					

ART COMMISSION.

Minutes of Meeting of Art Commission Held in Its Offices, Third Floor, City Hall, on Wednesday, August 11th, 1915, at 3 o'clock P. M.

Present: Commissioner Healy, presiding; Commissioners Mitchell, Breck, Boring and MacNeil.

On communications from Commissioners de Forest, Rives, Crittenden and Lawrence, explaining their absences, they were excused.

Minutes of meeting of July 12th were presented and approved.

The President's report was presented, stating that the following Committees had been appointed since the last meeting, July 12th:

Submission 2038. Patterson Portrait: Commissioners Breck, Chairman; Healy and Mitchell. Appointed August 4th, 1915.

Submission 2039. Steel Viaduct, 3rd Ave. and Tremont Ave.: Commissioners Boring, Chairman; Healy and Breck. Appointed August 4th, 1915.

Submission 2040. Drinking Fountain, Queens: Commissioners MacNeil, Chairman; Healy and Breck. Appointed August 4th, 1915.

Submission 2041. Freight Shed, 35th St., Brooklyn: Commissioners Boring, Chairman; Healy and Breck. Appointed August 4th, 1915.

Submission 2042. Mallory Steamship Shed, Pier 38, N. R.: Commissioners Boring, Chairman; Healy and Breck. Appointed August 4th, 1915.

Submission 2043. Joan of Arc Statue: Commissioners MacNeil, Chairman; Boring and Breck. Appointed August 5th, 1915.

Submission 2044. Extension of Freight Shed, Pier No. 28, N. R.: Commissioners Boring, Chairman; Healy and Breck. Appointed August 9th, 1915.

Submission 2045. Addition to Public School No. 4, Bronx, N. Y. C.: Commissioners Boring, Chairman; Healy and Breck. Appointed August 11th, 1915.

Messrs. Jacob M. Friedland, representing the President of the Borough of The Bronx, and John V. Van Pelt, architect, appeared before the Commission with reference to submissions 2039 and 2043, respectively.

The following resolutions were adopted in accordance with the recommendations of the respective Committees:

Submission 2034. Coal Pocket. Certificate 1946.

Resolved, That the Art Commission hereby approves the amendments to the design of coal pocket on East 19th Street, represented by Exhibits "844-G" and "844-H," of record in this matter.

Submission 2035. Repair and Machine Shop. Certificate 1947.

Resolved, That the Art Commission hereby approves the designs and location of a repair and machine shop at the foot of 35th Street, Brooklyn, represented by Exhibits "863-A" and "863-B," of record in this matter.

Submission 2036. Green Memorial. Certificate 1948.

Resolved, That the Art Commission hereby disapproves the designs of the "Green Memorial," at 110th Street and 7th Avenue, represented by Exhibits "864-A," "864-B" and "864-C" and "864-D," of record in this matter.

Submission 2040. Drinking Fountain. Certificate 1949.

Resolved, That the Art Commission hereby approves the designs and location of a drinking fountain, to be placed contiguous to the Town Hall in Jamaica, represented by Exhibits "850-D" and "850-E," of record in this matter.

Submission 2041. Freight Shed. Certificate 1950.

Resolved, That the Art Commission hereby approves the designs and location of a freight shed at the foot of 35th Street, South Brooklyn, represented by Exhibits "867-A" and "867-B," of record in this matter.

Submission 2042. Pier Shed. Certificate 1951.

Resolved, That the Art Commission hereby disapproves the designs for a shed on Pier 38, North River, represented by Exhibits "819-F," "819-G" and "819-H," of record in this matter.

Submission 2044. Freight Shed. Certificate 1952.

Resolved, That the Art Commission hereby approves, but as preliminary drawings only, the designs for an extension to a freight shed on Pier 28, N. R., represented by Exhibits "869-A" and "869-B," of record in this matter.

Submission 2038. Patterson Portrait.

The Committee reported that this crayon portrait, while it may possess historic interest, is not of sufficient artistic merit to warrant its being placed on the public walls of a public school, and it, therefore, recommended disapproval.

The report of the Committee was adopted and the following resolution passed: Certificate 1953.

Resolved, That the Art Commission hereby disapproves the acceptance of the crayon portrait of David Patterson, to be placed on the public walls of School No. 3, Manhattan, represented by Exhibits "865-A" and "865-B," of record in this matter.

Submission 2039. Steel Viaduct.

The Committee recommended approval of the design with the understanding that the cross piece placed on top of supports be on a level with the girders and copied into them.

The report of the Committee was adopted and the following resolution passed: Certificate 1954.

Resolved, That the Art Commission hereby approves the designs and location of a steel viaduct at Third and Tremont Avenues, represented by Exhibits "866-A" and "866-B," of record in this matter.

Submission 2043. Joan of Arc Statue.

The Committee recommended that the designs and location for the pedestal of the Joan of Arc statue be given preliminary approval, with the understanding that the size of the platform be reduced; that a three-quarter vista be opened up on each side in the rear and that a path be broken into each of these openings; that the openings in the pedestal be reduced in size and the corners strengthened.

The report of the Committee was adopted and the following resolution passed: Certificate 1955.

Resolved, That the Art Commission hereby approves, but as preliminary drawings only, the designs and location of the pedestal for the Joan of Arc statue at 93rd Street and Riverside Drive, represented by Exhibits "868-A," "868-B" and "868-C," of record in this matter.

Submission 2045. Addition to Public School No. 4, The Bronx.

The Committee recommended that the designs be given preliminary approval, with the suggestion that the central projection of the front elevation be omitted.

The report of the Committee was adopted and the following resolution passed: Certificate 1956.

Resolved, That the Art Commission hereby approves, but as preliminary drawings only, the designs and location of an addition to Public School No. 4, The Bronx, represented by Exhibits "870-A," "870-B," "870-C" and "870-D," of record in this matter.

In the cases in which preliminary approval was given, the Assistant Secretary was directed to notify the proper authorities that when working drawings have been prepared, they should be submitted for final approval.

Letter Boxes.

The Committee on letter boxes reported informally that it had visited the studio of Mr. Charles Keck and examined the model for the United States letter boxes, and recommended approval of the same, whereupon it was voted that the Assistant Secretary write the proper authorities, notifying them that the Commission approves of this design as a preliminary sketch.

A communication was presented from Mr. Arthur E. Davis, architect, relating to the Bronx Spanish War Monument, and the Assistant Secretary was directed to notify Mr. Davis that it understands that his work was the design for the pedestal to the column, and that the Commission had no objection to the design of the pedestal and its relation to the column.

On motion, the meeting adjourned.

J. Q. ADAMS, Assistant Secretary.

MUNICIPAL CIVIL SERVICE COMMISSION.

Eligible Lists—Promulgated August 21, 1915.

Investigator, Committee on City Plan.

1. Ralph F. McElfresh, 2322 Loring Place, Bronx, 89.40.
2. William Goldsmith, 507 West 142nd St., 84.20.
3. Isidor Delson, 462 West 151st St., 84.

4. Harry C. Hutchins, 221 Eastern Parkway, Brooklyn, 82.40.
5. Harry S. Harding, 1640 Macombs Road, Bronx, 81.
6. William G. Ford, 41 Second Ave., Pelham, 81.
7. Herbert S. Swan, 500 West 122nd St., 80.80.
8. James A. Taylor, 521 West 123rd St., 79.
9. Francis P. Schiavone, 418 East 182nd St., 78.40.
10. Edw. M. Law, 225 Deems Avenue, West New Brighton, S. I., 78.20.
11. William H. Messenger, 38 Clinton St., Brooklyn, 76.20.
12. Edward F. Carson, 62 Montague St., Brooklyn, 75.40.
13. John J. Klaber, 125 W. 124th St., 72.40.

Engineer, With Knowledge of Sewage Disposal.

1. Kenneth Allen, 524 Riverside Drive, 93.
2. Herbert C. Alden, 477 W. 145th St., 82.
3. Chas. S. Shaughnessy, 178 Amity St., Flushing, 79.50.
4. Arthur Pratt, 24 Summit Ave., White Plains, 79.
5. John E. Hill, 19 Ridge Ave., Woodhaven, 76.
6. Edw. S. Chase (N. Y.), 811 Myrtle Ave., Albany, 73.50.

Hospital Superintendent (Neponsit Beach Hospital.)

1. Josephine P. W. Brass, Neponsit Beach Hospital, Rockaway Beach, N. Y., 95.80.
2. F. Isabelle Doolittle, 4821 York Road, Philadelphia, Pa., 81.80.



Changes in Departments, Etc.

DEPARTMENT OF BRIDGES.

Services Ceased—Judd A. Lockwood, 548 West 142d Street, Manhattan, Assistant Engineer, August 28.

DEPARTMENT OF PARKS.

Queens.

Appointed—(For a period of 60 days), Gardeners: James Bennett, Wyckoff Avenue, Glendale, L. I.; John Griffin, 32 King Street, Flushing, L. I.; John J. W. Collins, Clerk, of 624 Park Place, Brooklyn, at \$540 per annum.

Services Ceased—Laborers, July 26: Henry Buschman, 149 East 150th Street; Richard Johnson, 2416 Lever Avenue, Westchester; Robert Auerhahn, 460 East 184th Street; James F. Farley, 2612 Third Avenue; William Haggerty, 2060 LaFontaine Avenue; John J. Farrelly, 375 East 156th Street; Timothy Higgins, 548 East 146th Street; Edwin Reynolds, 283 East 148th Street; Richard Donnelly, 443 Willis Avenue; John Cullen, 695 East 135th Street; Dennis J. Duffy, 589 Westchester Avenue; Daniel A. Morley, 259th Street, Riverdale; John J. O'Brien, 448 East 149th Street; Richard F. Harrison, 2588 Briggs Avenue; John H. Keeling, 520 East 146th Street; Robert Neidhardt, 520 East 146th Street; William Wallace, 3042 Bainbridge Avenue; James J. Rodgers, 214th Street and White Plains Avenue; Edward Archibald, 750 East 175th Street; Joseph Barry, 253 East 240th Street; Jacob Bernheim, 207 East 158th Street; Jacob Bialkin, 1566 Washington Avenue; John J. Heald, 291 East 135th Street; Charles C. Flint, 1215 Bradford Avenue; Adolph Gonzalez, 664 East 144th Street; Joseph D'Andrea, 2246 Belmont Avenue.

PUBLIC ADMINISTRATOR, NEW YORK COUNTY.

Promoted—August 1: Frederick Monk, from Warehouse Custodian at \$900 to Clerk at \$1,200 per annum; Owen A. Keegan, from Clerk at \$1,200 to Agent, at \$1,400.

Died—Edward G. Sheldon, Agent, July 29.

BOARD OF ESTIMATE AND APPOINTMENT.

Appointed—Paul Loeser, Assistant Director, Bureau of Standards, at \$4,000 per annum.

Department of Bridges.

Report for week ended August 7, 1915.

Requisitions Drawn on the Comptroller—Open market orders, \$2,427.92; contracts, \$33,002.86; payrolls, \$16,769.97—\$52,200.75.

Moneys Received—Brooklyn Bridge: Rents and privileges, \$2,295.40; tolls, Elevated R. R. Co., \$5,224.20; material and labor, \$821.15—\$8,340.75. Williamsburg Bridge: Rents, \$189.50; material and labor, \$86.25—\$275.75. Manhattan Bridge: Privileges, \$20. Bridges Harlem River and The Bronx: Rent, \$175; material and labor, \$19.97—\$194.97. Miscellaneous: Refund of freight on steel castings, \$1.22. Municipal Garage: Material, labor and storage, \$616—\$9,448.69.

Contract Awarded—August 6th: For

constructing additional entrances to the Bedford avenue trolley station on the Williamsburg Bridge; bids opened August 5th; awarded to the lowest bidder, Henry E. Cox Construction Company (81 East 125th street, Manhattan), \$5,467.

F. J. H. KRACKE, Commissioner.

OFFICIAL DIRECTORY.

Unless otherwise stated, the Public Offices of the City are open for business from 9 a. m. to 5 p. m.; Saturday, 9 a. m. to 12 noon.

CITY OFFICES.

MAYOR'S OFFICE.

City Hall, Telephone, 8020 Cortlandt.
John Purroy Mitchel, Mayor.
Theodore Rousseau, Secretary.
Bertram de N. Cruger, Executive Secretary.
Bureau of Weights and Measures.
Municipal Building, 3rd floor. Telephone, 1498 Worth.

Joseph Hartigan, Commissioner.
COMMISSIONERS OF ACCOUNTS.
Municipal Building. Telephone, 4315 Worth.
Leonard M. Wallstein, Commissioner of Accounts.

BOARD OF ALDERMEN.

Clerk's Office, Municipal Building, 2nd floor. Telephone, 4430 Worth.
P. J. Scully, Clerk.
President of the Board of Aldermen.
City Hall. Telephone, 6770 Cortlandt.
George McAneny, President.

BOARD OF AMBULANCE SERVICE.
Municipal Building, 10th floor. Ambulance Calls—3100 Spring. Administration Offices, 748 Worth.

ARMORY BOARD.

Hall of Records. Telephone, 3900 Worth.
C. D. Rhinehart, Secretary.

ART COMMISSION.

City Hall. Telephone, 1197 Cortlandt.
John Quincy Adams, Assistant Secretary.

BOARD OF ASSESSORS.

Municipal Building, 8th floor. Telephone, 29 Worth.
Alfred P. W. Seaman, Chairman.
St. George B. Tucker, Secretary.

BELLEVUE AND ALLIED HOSPITALS.
26th st. and 1st ave. Telephone, 4400 Madison square.
Dr. John W. Brannan, President.
J. K. Paulding, Secretary.

DEPARTMENT OF BRIDGES.

Municipal Building, 18th floor. Telephone, 380 Worth.
F. J. H. Kracke, Commissioner.

BUREAU OF THE CHAMBERLAIN.

Municipal Building, 8th floor. Telephone, 4270 Worth.
Henry Bruere, Chamberlain.

CITY CLERK AND CLERK OF THE BOARD OF ALDERMEN.

Municipal Building, 2nd floor. Telephone, 4430 Worth.
P. J. Scully, City Clerk.

BOARD OF CITY RECORD.

Supervisor's office, Municipal Building, 8th floor. Distributing Division, 96 Reade st. Telephone, 3490 Worth.
David Ferguson, Supervisor.

DEPARTMENT OF CORRECTION.

Municipal Building, 24th floor. Telephone, 1610 Worth.

Katharine B. Davis, Commissioner.

DEPARTMENT OF DOCKS AND FERRIES.
Pier "A," N. R. Telephone, 300 Rector.

R. A. C. Smith, Commissioner.

DEPARTMENT OF EDUCATION.

Board of Education.
Park ave. and 59th st. Telephone, 5580 Plaza.
Stated meetings of the Board are held at 4 p. m. on the first Monday in February, the second Wednesday in August, and the second and fourth Wednesdays in every month, except August.

Thomas W. Churchill, President.
A. Emerson Palmer, Secretary.

BOARD OF ELECTIONS.

General office and office of the Borough of Manhattan, Municipal Building, 18th floor. Telephone, 1307 Worth.
Edward F. Boyle, President.
Moses M. McKee, Secretary.

Other Borough Offices.

The Bronx.
368 E. 148th st. Telephone, 336 Melrose.

Brooklyn.
435-445 Fulton st. Telephone, 1932 Main.

Queens.
64 Jackson ave., Long Island City. Telephone, 3375 Hunters Point.

Richmond.
Borough Hall, New Brighton, S. I. Telephone, 1000 Tompkinsville.

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

BOARD OF ESTIMATE AND APPOINTMENT.

Municipal Building, 13th floor. Telephone, 4560 Worth.

Joseph Haag, Secretary.

Bureau of Records and Minutes.

Municipal Building, 13th floor. Telephone, 4560 Worth. Joseph Haag, Secretary.

Office of the Chief Engineer.

Municipal Building, 13th floor. Telephone, 4560 Worth. Nelson P. Lewis, Chief Engineer.

Bureau of Public Improvements.
Municipal Building, 13th floor. Telephone, 4560 Worth. Nelson P. Lewis, Chief Engineer.

Bureau of Franchises.
Municipal Building, 13th floor. Telephone, 4563 Worth. Harry P. Nichols, Engineer.

Bureau of Contract Supervision.
Municipal Building, 13th floor. Telephone, 4560 Worth. Central Testing Laboratory, 125 Worth St. Telephone, 3088 Franklin. Tilden Adamson, Director.

Bureau of Standards.
Municipal Building, 13th floor. Telephone, 4560 Worth. George L. Tirrell, Director.

Bureau of Sewer Plan.
Municipal Building, 12th floor. Telephone, 4227 Worth. Kenneth Allen, Engineer.

BOARD OF EXAMINERS.
Municipal Building, 20th floor. 9 a. m. to 4 p. m. Saturday, to 12 m. Telephone, 1800 Worth.
Board meets every Tuesday at 2 p. m.
Edward V. Barton, Clerk.

DEPARTMENT OF FINANCE.
Municipal Building, 5th floor. Telephone, 1200 Worth. Shepard A. Morgan, Secretary to the Department, 5th floor.

William A. Prendergast, Comptroller.
Deputy Comptrollers, 7th floor. Alexander Brough, Edmund D. Fisher, Charles S. Hervey, Hubert L. Smith.

Receiver of Taxes.
Manhattan—Municipal Building, 2nd floor. Telephone, 1200 Worth.
Bronx—177th St. and Arthur Ave. Telephone, 140 Tremont.

Brooklyn—236 Duffield St. Telephone, 7056 Main.

Queens—5 Court Square, Long Island City. Telephone, 3386 Hunter's Point.

Richmond—Borough Hall, St. George. Telephone, 1000 Tompkinsville.

Frederick H. E. Elstein, Receiver of Taxes.

Collector of Assessments and Arrears.
Manhattan—Municipal Building, 3d floor. Telephone, 1200 Worth.

Bronx—177th St. and Arthur Ave. Telephone, 47 Tremont.

Brooklyn—503 Fulton St. Telephone, 8340 Main.

Queens—Municipal Building, Court Square, Long Island City. Telephone, 1553 Hunter's Point.

Richmond—Borough Hall, St. George. Telephone, 1000 Tompkinsville.

Daniel Moynahan, Collector.

FIRE DEPARTMENT.
Municipal Building, 11th floor. Telephone, 4100 Worth.

Brooklyn, 365 Jay St. Telephone, 7600 Main. Robert Anderson, Commissioner.

DEPARTMENT OF HEALTH.
Centre and Walker Sts., Manhattan. Telephone, 6280 Franklin.

Bureau of Health, 15th floor. Telephone, 4100 Worth.

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Bureau of Health, 15th floor. Telephone, 4100 Worth.

Brooklyn and Queens, 327 Schermerhorn St., Brooklyn. Telephone, 2977 Main.

Bureau of Dependent Adults, Pier, foot of East 26th St. Telephone, 7400 Madison Square.

The Children's Bureau, 124 East 59th St. Telephone, 7400 Madison Square.

Borough of Richmond, Borough Hall, St. George, S. I. Telephone, 100 Tompkinsville.

John A. Kingsbury, Commissioner.

PUBLIC RECREATION COMMISSION.
Municipal Building, 5th floor. Telephone, 1471 Worth.

Meeting every second Tuesday at 2.30 p. m. Cyril H. Jones, Acting Secretary.

PUBLIC SERVICE COMMISSION.
154 Nassau St., Manhattan. 8 a. m. to 11 p. m. every day, including holidays and Sundays. Telephone, 4150 Beekman.

Edward E. McCall, Chairman.
Travis H. Whitney, Secretary.

BOARD OF REVISION OF ASSESSMENTS.
Municipal Building, 7th floor. Telephone, 1200 Worth.

John Korb, Jr., Chief Clerk.

COMMISSIONERS OF SINKING FUND.
Office of Secretary, Municipal Building, 7th floor. Telephone, 1200 Worth.

John Korb, Jr., Secretary.

DEPARTMENT OF TAXES AND ASSESSMENTS.
Municipal Building, 9th floor. Telephone, 1800 Worth.

Lawson Purdy, President.
C. Rockland Tying, Secretary.

DEPARTMENT OF STREET CLEANING.
Municipal Building, 12th floor. Telephone, 4240 Worth.

John T. Fetherston, Commissioner.

TENEMENT HOUSE DEPARTMENT.
Manhattan and Richmond offices, Municipal Building, 19th floor. Telephone, 1526 Worth.

Brooklyn and Queens office, 503 Fulton St., Brooklyn. Telephone, 3825 Main.

Bronx office, 391 East 149th St. Telephone, 107 Melrose.

John J. Murphy, Commissioner.

BOARD OF WATER SUPPLY.
Municipal Building, 22d floor. Telephone, 3156 Worth.

Charles Strauss, President.

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.
Municipal Building, 23d, 24th and 25th floors.

Telephones: Manhattan, 4320 Worth; Brooklyn, 3980 Main; Queens, 3441 Hunters Point; Richmond, 840 Tompkinsville; Bronx, 3400 Tremont.

Brooklyn, Municipal Building, Brooklyn. Bronx, Tremont and Arthur Ave. Queens, Municipal Building, Long Island City. Richmond, Municipal Building, St. George.

William Williams, Commissioner.

BOROUGH OFFICES.

BOROUGH OF THE BRONX.
President's office, 3d Ave. and 177th St. Telephone, 2680 Tremont.

Douglas Mathewson, President.

BOROUGH OF BROOKLYN.
President's office, Borough Hall. Telephone, 3960 Main.

Lewis H. Pounds, President.

BOROUGH OF MANHATTAN.
President's office, 20th floor, Municipal Bldg. Commissioner of Public Works, 21st floor, Municipal Building.

Assistant Commissioner of Public Works, 21st floor, Municipal Building.

Bureau of Highways, 21st floor, Municipal Building.

Bureau of Public Buildings and Offices, 20th floor, Municipal Building.

Bureau of Sewers, 21st floor, Municipal Bldg.

Bureau of Buildings, 20th floor, Municipal Building.

Telephone, 4227 Worth.

Marcus M. Marks, President.

BOROUGH OF QUEENS.
President's office, Borough Hall, Long Island City. Telephone, 3400 Hunters Point.

Bureau of Public Buildings and Offices, Town Hall, Flushing, L. I. Telephone, 1740 Flushing.

Maurice E. Connolly, President.

BOROUGH OF RICHMOND.
President's office, New Brighton, Staten Island. Telephone, 1000 Tompkinsville.

Calvin D. Van Name, President.

CORONERS.
Manhattan, Municipal Building—Second Floor.

Open all hours of the day and night. Telephone, 3711.

Bronx—Arthur and Tremont Ave. Telephone, 1250 Tremont. 8 a. m. to midnight, every day.

Brooklyn, 236 Duffield St. Telephone, 4004 Main. Open at all hours of the day and night.

Queens, Town Hall, Jamaica, L. I. 9 a. m. to 10 p. m.; Sundays and holidays, 9 a. m. to 12 m.

Richmond, 175 Second St., New Brighton. Open at all hours of the day and night.

COUNTY OFFICES.

Unless otherwise stated, the County offices are open for business from 9 a. m. to 4 p. m.; Saturday, 9 a. m. to 12 noon.

NEW YORK COUNTY.

COUNTY CLERK.
County Court House, Telephone, 5388 Cortlandt.

Wm. F. Schneider, County Clerk.

9 a. m. to 2 p. m. during July and August.

DISTRICT ATTORNEY.
Criminal Courts Building, 9 a. m. to 5.15 p. m.; Saturdays, to 12 m. Telephone, 2304 Franklin.

Charles Albert Perkins, District Attorney.

280 Broadway. Telephone, 241 Worth.

Thomas Allison, Commissioner.

PUBLIC ADMINISTRATOR.
119 Nassau St. Telephone, 6376 Cortlandt.

William M. Hoe, Public Administrator.

COMMISSIONER OF RECORDS.
Hall of Records, Telephone, 3900 Worth.

John F. Cowan, Commissioner.

REGISTER.
Hall of Records, Telephone, 3900 Worth.

9 a. m. to 2 p. m. during July and August.

John J. Hopper, Register.

SHERIFF.
51 Chambers St. Telephone, 4300 Worth.

New York County Jail, 70 Ludlow St.

Max S. Griffenhang, Sheriff.

SUBROGATES.
Hall of Records, Telephone, 3900 Worth.

John F. Cohan; Robert Ludlow Fowler, Surrogates.

William Ray De Lano, Chief Clerk.

John F. Curry, Commissioner of Records.

KINGS COUNTY.

COUNTY CLERK.
Hall of Records, Brooklyn. Telephone, 4930 Main.

Charles S. Devoy, County Clerk.

COUNTY COURT.
County Court House, Brooklyn. Court opens at 10 a. m. daily and sits until business is com-

pleted. 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.; Saturday, to 12 m. Telephone, 4154 Main.

John T. Rafferty, Chief Clerk.

DISTRICT ATTORNEY.
66 Court St., Brooklyn, 9 a. m. to 5.30 p. m.; Saturday, to 1 p. m. Telephone, 2954 Main.

James C. Crosey, District Attorney.

COMMISSIONER OF JUDGES.
381 Fulton St., Brooklyn. Telephone, 1454 Main.

Jacob Brenner, Commissioner.

PUBLIC ADMINISTRATOR.
44 Court St., Brooklyn. Telephone, 2840 Main.

Frank V. Kelly, Public Administrator.

COMMISSIONER OF RECORDS.
Hall of Records, Brooklyn. Telephone, 6988 Main.

Edmund O'Connor, Commissioner.

REGISTER.
Hall of Records, Brooklyn. Telephone, 2830 Main.

Edward T. O'Loughlin, Register.

SHERIFF.
46-50 Court St., Brooklyn. Telephone, 6845 Main.

Lewis M. Swasey, Sheriff.

SUBROGATE.
Hall of Records, Brooklyn. Court opens at 10 a. m. Telephone, 3954 Main.

Hebert T. Ketcham, Surrogate.

John H. McCooley, Chief Clerk.

BRONX COUNTY.

COUNTY CLERK.
161st St. and 3d Ave. Telephone, 9266 Melrose.

James Vincent Gandy, County Clerk.

COUNTY JUDGE.
161st St. and 3d Ave. Telephone, 7907 Melrose.

Louis D. Gibbs, County Judge.

DISTRICT ATTORNEY.
161st St. and 3d Ave. Telephone, 9200 Melrose.

Francis Martin, District Attorney.

COMMISSIONER OF JUDGES.
1932 Arthur Ave. Telephone, 3700 Tremont.

John A. Mason, Commissioner.

PUBLIC ADMINISTRATOR.
2808 3d Ave. Telephone, 9816 Melrose, 9 a. m. to 5 p. m., Saturday to 12 m.

Ernest E. L. Hammer, Public Administrator.

REGISTER.
1932 Arthur Ave. Telephone, 6694 Tremont.

Edward Polak, Register.

SHERIFF.
1932 Arthur Ave. Telephone, 6600 Tremont.

James F. O'Brien, Sheriff.

SUBROGATE.
161st St. and 3d Ave.

George M. S. Schulz, Surrogate.

QUEENS COUNTY.

COUNTY CLERK.
364 Fulton St., Jamaica. Telephone, 151 Jamaica.

Leonard Ruoff, County Clerk.

COUNTY COURT.
County Court House, Long Island City. Telephone, 596 Hunters Point.

Court opens at 10 a. m. Trial Terms begin first Monday of each month, except July, August and September, and on Friday of each week.

Clerk's office opens 9 a. m. to 5 p. m.; Saturdays to 12.30 p. m. Telephone, 551 Jamaica.

Burt Jay Humphrey, County Judge.

DISTRICT ATTORNEY.
County Court House, Long Island City, 9 a. m. to 5 p. m.; Saturday, to 12 m.

County Judge's office always open at 336 Fulton St., Jamaica. Telephone, 3871 Hunters Point.

Dennis O'Leary, District Attorney.

COMMISSIONER OF JUDGES.
County Court House, Long Island City. Telephone, 963 Hunters Point.

Thorndyke C. McKenney, Commissioner.

PUBLIC ADMINISTRATOR.
302 Fulton St., Jamaica. Telephone, 223 Jamaica.

Randolph White, Public Administrator.

SHERIFF.
County Court House, Long Island City. Telephone, 376 Hunters Point.

George Emmer, Sheriff.

SUBROGATE.
364 Fulton St., Jamaica. Telephone, 397 Jamaica.

Daniel Noble, Surrogate.

RICHMOND COUNTY.

COUNTY CLERK.
County Office Building, Richmond. Telephone, 28 New Dorp.

C. Livingston Bostwick, County Clerk.

COUNTY JUDGE AND SUBROGATE.
Trial Terms, with Grand and Trial Jury, second Monday of March, first Monday of October.

Trial Terms, with Trial Jury only, first Monday of May, first Monday of December.

Special Terms, without Jury—Wednesday of each week, except the last week of July, the month of August and the first week of September.

Surrogate's Court.
Monday and Tuesday of each week at the Borough Hall, St. George, and on Wednesday at the Surrogate's Court, at Richmond, except during the session of the County Court. There will be no Surrogate's Court during the month of August.

Surrogate's Court and Office, Richmond, S. I. Surrogate's Chambers, Borough Hall, St. George.

J. Harry Tiernan, County Judge and Surrogate.

DISTRICT ATTORNEY.
Borough Hall, St. George. Telephone, 50 Tompkinsville. 9 a. m. to 5 p. m.; Saturday, to 12 m.

Albert C. Fach, District Attorney.

COMMISSIONER OF JUDGES.
Village Hall, Stapleton. Telephone, 81 Tompkinsville.

Edward J. Miller, Commissioner.

PUBLIC ADMINISTRATOR.
Port Richmond. Telephone 704 West Brighton.

William T. Holt, Public Administrator.

SHERIFF.
County Court House, Richmond. Telephone, 120 New Dorp.

Joseph F. O'Grady, Sheriff.

THE COURTS.

CITY COURT OF THE CITY OF NEW YORK.
City Hall Park. Special Term Chambers held from 10 a. m. to 4 p. m. Clerk's office open from 9 a. m. to 4 p. m. Telephone, 122 Cortlandt.

Thomas F. Smith, Clerk.

CITY MAGISTRATES' COURT.
First Division.
-William McAdoo, Chief City Magistrate, 300 Mulberry St. Telephone, 6213 Spring.

First District—Criminal Court Buildings.

Second District—125 Sixth Ave.

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Queens County.
County Court House, Long Island City. Court opens at 10 A. M. Trial and Special Term for motions and ex-parte business each month, except July, August and the first two weeks in September, in Part 1. Trial Term, Part 2, February, April, June, last two weeks in September, and November. Special Term for Trials, January, April, June and October.
Clerk's Office open 9 A. M. to 5 P. M. Saturdays until 12 M. from Oct. to June. July, August and September until 2 p. m. Telephone, 3896 Hunter's Point.
Thomas B. Seaman, Special Deputy Clerk in Charge.

Richmond County.
Trial Term held at County Court House, Richmond. Special Term for trials held at Court room, Borough Hall, St. George. Special Term for motions held at Court House, Borough Hall, St. George.
C. Livingston Botwick, Clerk.

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 will meet in Room 16, City Hall, at 10 o'clock A. M. on Thursday, July 1, 1915; Thursday, July 29, 1915; Thursday, August 26, 1915, and Friday, September 17, 1915, upon which latter date the Board will resume its regular meetings on Friday of each week. JOSEPH HAAG, Secretary.

Commissioners of Sinking Fund.
The Commissioners of the Sinking Fund meet in the Meeting Room (Room 16), City Hall, on Wednesday, at 11 a. m., at call of the Mayor.
JOHN KORB, JR., Secretary.

Board of Revision of Assessments.
The Board of Revision of Assessments meets in the Meeting Room (Room 16), City Hall, every Thursday, at 10.30 a. m., upon notice of the Chief Clerk. JOHN KORB, JR., Secretary.

Board of City Record.
The Board of City Record meets in the City Hall at call of the Mayor.
DAVID FERGUSON, Supervisor, Secretary.

POLICE DEPARTMENT.

Owners Wanted for Unclaimed Property.

OWNERS WANTED BY THE PROPERTY
Clerk of the Police Department of The City of New York, No. 240 Centre st., for the following property now in custody, without claimants: Boats, rope, iron, lead, male and female clothing, boots, shoes, wine, blankets, diamonds, canned goods, liquors, etc.; also small amount of money taken from prisoners and found by Patrolmen of this Department.
ARTHUR WOODS, Police Commissioner.

OWNERS WANTED BY THE PROPERTY
Clerk of the Police Department of The City of New York—Office, No. 72 Poplar st., Borough of Brooklyn—for the following property, now in custody, without claimants: Boats, rope, iron, lead, male and female clothing, boots, shoes, wine, blankets, diamonds, canned goods, liquors, etc.; also small amount of money taken from prisoners and found by Patrolmen of this Department.
ARTHUR WOODS, Police Commissioner.

BELLEVUE AND ALLIED HOSPITALS, DEPARTMENT OF CORRECTION, FIRE DEPARTMENT, DEPARTMENT OF HEALTH, DEPARTMENT OF PUBLIC CHARITIES, DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by Bellevue and Allied Hospitals, Dept. of Correction, Fire Department, Dept. of Health, Dept. of Public Charities, Dept. of Water Supply, Gas and Electricity, at Room 1230, Municipal Building, Borough of Manhattan, City of New York, until 12 o'clock noon on **FRIDAY, AUGUST 27, 1915.**

FOR FURNISHING AND DELIVERING CLOTHING, DRY GOODS AND NOTIONS, ETC.

The time for the performance of the contract is on or before Dec. 31, 1915.

The amount of security required is thirty (30) per cent. of the amount of the bid or estimate. No bid will be considered unless it is accompanied by a deposit. Such deposit shall be in an amount not less than one and one-half (1½) per cent. of the total amount of the bid.

The bidder will state the price per each, doz., gross, yard, piece or other designated unit, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total and awards, if made, made to the lowest bidder on each item as stated in the specifications.

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 Room 1226, Municipal Building, Borough of Manhattan.

BOARD OF TRUSTEES, BELLEVUE AND ALLIED HOSPITALS, JOHN W. BRANNAN, M. D., President.

DEPARTMENT OF PUBLIC CHARITIES, JOHN A. KINGSBURY, Commissioner.

DEPARTMENT OF CORRECTION, KATHARINE BEMENT DAVIS, Commissioner.

DEPARTMENT OF HEALTH, S. S. GOLDWATER, M. D., Commissioner.

FIRE DEPARTMENT, ROBERT ADAMSON, Commissioner.

DEPT. OF WATER SUPPLY, GAS AND ELECTRICITY, WILLIAM WILLIAMS, Commissioner. a17,27

See General Instructions to Bidders on last page, last column, of the "City Record," except for the address of the office for receiving and opening bids.

DEPARTMENT OF PUBLIC CHARITIES.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Department of Public Charities, Tenth Floor, Municipal Building, Borough of Manhattan, until 10.30 o'clock a. m., on

FRIDAY, AUGUST 27, 1915.

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR THE INSTALLATION OF LIGHTNING RODS IN CERTAIN BUILDINGS ON RANDALL'S ISLAND AND IN THE NEW YORK CITY FARM COLONY, BOROUGH OF RICHMOND.

The time allowed for doing and completing the entire work and the full performance of the contract is sixty (60) consecutive working days.

The surety required will be Three Thousand Dollars (\$3,000).

A deposit of five (5) per cent. of the amount of security required in cash or certified check must accompany each bid.

The bidder will state one aggregate price for the whole work described and specified, as the contract is entire for a complete job.

Blank forms and further information may be obtained at the office of H. F. J. Porter and A. L. A. Himmelwright, Consulting Engineers, 46 West 24th Street, The City of New York, where plans and specifications may be seen.

JOHN A. KINGSBURY, Commissioner. a17,27

Dated August 17, 1915.

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

BOARD OF ELECTIONS.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Board of Elections of The City of New York at the Municipal Building, Manhattan, until 12 M., on

WEDNESDAY, SEPTEMBER 1, 1915.
FOR FURNISHING AND DELIVERING OFFICIAL AND SAMPLE BALLOTS FOR PRIMARY ELECTION, SEPTEMBER 28TH, 1915.

The time for the delivery of the ballots and the performance of the contract is ten (10) calendar days.

The amount of security required is fifty (50) per cent. of the total amount for which the contract is awarded.

The bids will be compared and the contract awarded "in aggregate for all items."

The Board of Elections reserves the right to make any changes or corrections in the copy that it may deem advisable, or that shall be made necessary by the orders of courts of competent jurisdiction up to within forty-eight (48) hours of the time for the delivery of the ballots.

As delivery of all of the ballots on time is absolutely essential, all night and Sunday work that shall be necessary to insure such prompt deliveries shall be performed, the cost of same to be included in the price bid, as no allowance can or will be made for such extra work.

Pursuant to the designation of the Secretary of State, the color of the paper to be used for ballots for the Republican Party shall be cherry; for the Democratic Party, light green; for the Independence League Party, Canary; for the American Party, Scarlet; for the Prohibition Party, Mandarin; for the Progressive Party, light blue, and for the Socialist Party, buff.

Blank forms and other information may be obtained at the office of the Board of Elections, Municipal Building.

EDWARD F. BOYLE, MOSES M. MCKEE, JAMES KANE, JACOB A. LIVINGSTON, Commissioners of Elections.

THOMAS J. KENNY, Deputy Chief Clerk.

Dated New York, August 20th, 1915. a20,31

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

BOARD OF ASSESSORS.

Completion of Assessments.

PUBLIC NOTICE IS HEREBY GIVEN to the owner or owners of all houses and lots, improved and 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 Queens.

4701. Sewer and appurtenances in Fulton street from Vanderveer Avenue to Ocean View Avenue, and in Ocean View Avenue from Fulton Street to Ridgewood Avenue. Affecting Block No. 2813, Second Ward, and Block Nos. 1 to 44, 50, 52, 54, 56, 60, 61, 62, 64 to 84, 116 to 124 and 126, Fourth Ward.

Borough of Brooklyn.

4642. Regulating, grading, curbing and flagging Lott Avenue from Bristol Street to Rockaway Avenue.

4678. Paving 50th Street from Fort Hamilton Avenue to a point 215 feet west of 11th Avenue.

4679. Paving 76th Street from 4th Avenue to 5th Avenue.

4683. Regulating, grading, curbing and flagging East 13th Street between Avenue K and Avenue L.

4693. Regulating, grading, curbing and flagging East 7th Street from Ditmas Avenue to 18th Avenue.

4694. Regulating, grading, curbing and flagging 16th Avenue from 60th Street to the Sea Beach Railroad. Together with a list of awards for damages caused by a change of grade.

4704. Paving Cleveland Street from Blake Avenue to Dumont Avenue.

4705. Paving 54th Street between 8th and 9th Avenues.

The area of assessment in the above mentioned lists extends to within half the block at the intersecting and terminating streets and avenues.

4717. Sewer Basin at the easterly corner of 18th Avenue and 76th Street. Affecting Block No. 6227.

4719. Sewer Basin at the west corner of 17th Avenue and 67th Street. Affecting Block No. 5567.

4723. Sewer in East 27th Street from Avenue M to Avenue N. Affecting Block Nos. 7662 and 7663.

All persons whose interests are affected by the above named proposed assessments, and who are opposed to the same or either of them, are requested to present their objections, in writing, to the Secretary of the Board of Assessors, Room 809, Municipal Building, New York, on or before Tuesday, September 21, 1915, at 10 a. m., at which time and place the said objections will be heard and testimony received in reference thereto.

ALFRED P. W. SEAMAN, WM. C. ORMOND, JACOB J. LESSER, Board of Assessors.

ST. GEORGE B. TUCKER, Secretary, Room 809, Municipal Building, City of New York, Borough of Manhattan.

August 21, 1915. a21,31

DEPARTMENT OF EDUCATION.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Supplies at the office of the Department of Education, Park Avenue and 59th St., Borough of Manhattan, until 11 A. M., on

TUESDAY, SEPTEMBER 7, 1915.

FOR FURNISHING AND DELIVERING DIRECT SUPPLIES FOR HIGH, TRADE AND VOCATIONAL SCHOOLS, DEPARTMENT OF EDUCATION, THE CITY OF NEW YORK.

The time for the delivery of the articles, materials and supplies and the performance of the contract is by or before December 31, 1915.

The amount of security required is thirty per cent. (30%) of the amount of the contract.

The bidder will state the price of each item or items contained in the specifications or schedules herein contained or hereto annexed, by which the bids will be tested.

Award will be made to the lowest bidder on each item or items whose sample is equal to the sample referred to by catalogue number. The said reference is made only as a means of briefly describing the article called for.

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

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

Blank forms and further information may be obtained at the office of the Superintendent of School Supplies, Board of Education, the Borough of Manhattan, southwest corner of Park Avenue and 59th Street.

PATRICK JONES, Superintendent of School Supplies.

Dated August 25, 1915. a25,37

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

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Supplies, at the office of the Department of Education, Park Avenue and 59th St., Manhattan, until 11 a. m., on

THURSDAY, AUGUST 26, 1915.

FOR PRINTING AND FOR FURNISHING AND DELIVERING PRINTED SUPPLIES FOR THE BOARD OF EDUCATION OF THE CITY OF NEW YORK.

The time for the delivery of the articles, materials and supplies and the performance of the contract is within thirty (30) days (working) from date of order.

The amount of security required is thirty (30%) per cent. of the amount of the contract.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, by which the bids will be tested.

Award will be made to the lowest bidder on each item or article whose sample is equal to the sample referred to by catalogue number. The said reference is made only as a means of briefly describing the article called for.

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

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

Blank forms and further information may be obtained at the office of the Superintendent of School Supplies, Board of Education, the Borough of Manhattan, southwest corner of Park Avenue and 59th Street.

PATRICK JONES, Superintendent of School Supplies.

Dated August 25, 1915. a25,37

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

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Supplies, at the office of the Department of Education, Park Avenue and 59th St., Manhattan, until 11 a. m., on

THURSDAY, AUGUST 26, 1915.

FOR PRINTING AND FOR FURNISHING AND DELIVERING PRINTED SUPPLIES FOR THE BOARD OF EDUCATION OF THE CITY OF NEW YORK.

The time for the delivery of the articles, materials and supplies and the performance of the contract is within thirty (30) days (working) from date of order.

The amount of security required is thirty (30%) per cent. of the amount of the contract.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, by which the bids will be tested.

Award will be made to the lowest bidder on each item or article whose sample is equal to the sample referred to by catalogue number. The said reference is made only as a means of briefly describing the article called for.

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

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

Blank forms and further information may be obtained at the office of the Superintendent of School Supplies, Board of Education, the Borough of Manhattan, southwest corner of Park Avenue and 59th Street.

PATRICK JONES, Superintendent of School Supplies.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, by which the bids will be tested.

Award will be made to the lowest bidder.

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

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

Blank forms and further information may be obtained at the office of the Superintendent of School Supplies, Board of Education, the Borough of Manhattan, southwest corner of Park Avenue and 59th Street.

PATRICK JONES, Superintendent of School Supplies.

Dated August 25, 1915. a25,37

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

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Buildings, at the office of the Department of Education, Park Ave. and 59th St., Manhattan, until 3 P. M., on

TUESDAY, SEPTEMBER 7, 1915.

Borough of Manhattan.

NO. 1. FOR REMOVAL OF STREET ENCROACHMENTS, ETC., AT PUBLIC SCHOOL 26, NO. 124 WEST 30TH ST., AND PUBLIC SCHOOL 48, NO. 124 WEST 28TH ST., BOROUGH OF MANHATTAN.

The time allowed to complete the whole work will be forty (40) working days, as provided in the contract.

The amount of security required is as follows: Public School 26, \$800; Public School, 48, \$800.

The deposit accompanying the bid on each school shall be five per centum of the amount of security.

A separate proposal must be submitted for each school, and award will be made thereon.

NO. 2. FOR COMPLETING AND FINISHING ALTERATIONS AND REPAIRS TO HEATING AND VENTILATING APPARATUS IN PUBLIC SCHOOLS 33 AND 107, BOROUGH OF MANHATTAN, IN ACCORDANCE WITH THE ORIGINAL PLANS AND SPECIFICATIONS OF CONTRACT AWARDED TO GRIMSHAW & STURGES, INC. WHICH HAS BEEN DECLARED ABANDONED.

The time allowed to complete the whole work in each school will be twenty (20) working days, as provided in the contract. The amount of security required is as follows:

P. S. 33, \$1,100; P. S. 107, \$1,000.

The work in question is for the completion of said abandoned contract.

The attention of bidders is expressly called to the typewritten addenda which has been inserted in the original specifications.

The quantities of work to be done and materials to be furnished are the balance of the work, together with corrections enumerated in the addenda.

Bidders must examine the abandoned work before making an estimate, and must examine the typewritten addenda and the original specification.

The bids will be compared and the contracts will be awarded to the lowest bidders.

Borough of The Bronx.

NO. 3. FOR ITEM I. INSTALLING HEATING AND VENTILATING APPARATUS, AND ITEM II. INSTALLING TEMPERATURE REGULATION IN NEW P. S. 54, ON THE WESTERLY SIDE OF INTERVALE AVE., BETWEEN CHISHOLM AND FREEMAN STS., BOROUGH OF THE BRONX.

The time allowed to complete the whole work on each item will be 200 working days, as provided in the contract.

The amount of security required is as follows: Item I, \$30,000; Item II, \$3,000.

The deposit accompanying the bid on each item shall be five per centum of the amount of security.

A separate proposal must be submitted for each item, and award will be made thereon.

NO. 4. FOR COMPLETING AND FINISHING ALTERATIONS AND REPAIRS TO HEATING AND VENTILATING APPARATUS IN PUBLIC SCHOOL 47, RANDOLPH, ST. LAWRENCE AND HAMMOND AVES., BOROUGH OF THE BRONX.

In accordance with the original plans and specifications of contract awarded to Grimshaw & Sturges, Inc., which has been declared abandoned.

The time allowed to complete the whole work will be 30 working days, as provided in the contract.

The amount of security required is \$600.

The work in question is for the completion of the said abandoned contract.

The attention of bidders is expressly called to the typewritten addenda which has been inserted in the original specifications.

The quantities of work to be done and the materials to be furnished are the balance of the work, together with corrections enumerated in the addenda.

Bidders must examine the abandoned work before making an estimate, and must examine the typewritten addenda and the original specifications.

The bids will be compared and the contract will be awarded to the lowest bidder.

NO. 5. FOR INSTALLING ELECTRIC EQUIPMENT IN NEW PUBLIC SCHOOL 54, ON THE WESTERLY SIDE OF INTERVALE AVE., BETWEEN CHISHOLM AND FREEMAN STREETS, BOROUGH OF THE BRONX.

The time allowed to complete the whole work will be one hundred and sixty working days, as provided in the contract.

The amount of security required is \$5,000.

The deposit accompanying the bid shall be five per centum of the amount of security.

Bids will be compared and the contract will be awarded in a lump sum to the lowest bidder.

NO. 6. FOR INSTALLING ELECTRIC EQUIPMENT IN NEW P. S. 55, ON ST. PAUL'S PLACE, PARK AND WASHINGTON AVES., BOROUGH OF THE BRONX.

The time allowed to complete the whole work will be one hundred and twenty working days, as provided in the contract.

The amount of security required is \$5,000.

The deposit accompanying the bid shall be five per centum of the amount of security.

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.

C. B. J. SNYDER, Superintendent of School Buildings.

August 25, 1915. a25,37

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

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Supplies, at the office of the Department of Education, Park Avenue and 59th St., Manhattan, until 11 a. m., on

THURSDAY, AUGUST 26, 1915.

FOR FURNISHING AND DELIVERING PRINTED SUPPLIES FOR THE BOARD OF EDUCATION OF THE CITY OF NEW YORK.

The time for the delivery of the articles, materials and supplies and the performance of the contract is within thirty (30) days (working) from date of order.

The amount of security required is thirty (30%) per cent. of the amount of the contract.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, by which the bids will be tested.

Award will be made to the lowest bidder on each item or article whose sample is equal to the sample referred to by catalogue number. The said reference is made only as a means of briefly describing the article called for.

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

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

Blank forms and further information may be obtained at the office of the Superintendent of School Supplies, Board of Education, the Borough of Manhattan, southwest corner of Park Avenue and 59th Street.

MENT CONSISTS OF IRON, COPPER AND BRASS PIPE, PUMPS, VALVES AND FITTINGS.

A statement of the work required and further information are given in the Information for Bidders, forming part of the contract. At the above place and time the bids will be publicly opened and read. The award of the contract, if awarded, will be made by the Board as soon thereafter as practicable. The Board reserves the right to reject any and all bids.

A bond in the sum of seven thousand dollars (\$7,000) will be required for the faithful performance of the contract.

No bid will be received and deposited unless accompanied by a certified check upon a National or State Bank, drawn to the order of the Comptroller of The City of New York, to the amount of five hundred dollars (\$500).

Time allowed for the completion of the work is four months from the service of notice by the Board to begin work.

Pamphlets containing information for bidders, forms of proposal, contract, specifications, contract drawings, etc., can be obtained at the above address at the office of the Secretary, upon application in person or by mail, by depositing the sum of ten dollars (\$10) in cash or its equivalent for each pamphlet. This deposit will be refunded upon the return of the pamphlets in acceptable condition within thirty days from the date on which bids are to be opened.

For further particulars apply to the office of the Principal Assistant Engineer, at the above address.

CHARLES S. FRAUSS, President; CHARLES N. CHADWICK, JOHN F. GALVIN, Commissioners of the Board of Water Supply.

RALPH T. STANTON, Assistant Secretary.

a13,31

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.

BOROUGH OF RICHMOND.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Richmond at Borough Hall, St. George, New Brighton, S. I., until 12 o'clock M., on

TUESDAY, SEPTEMBER 7, 1915.

Borough of Richmond.
NO. 1. FOR THE CONSTRUCTION OF A SEWAGE DISPOSAL PLANT, WITH APPLIANCES AND CONNECTIONS, AT RICHMOND COUNTY TAIL, BOROUGH OF RICHMOND, TOGETHER WITH ALL WORK INCIDENTAL THEREON.

The Engineer's estimate of the nature and quality of the material and the quantity and extent, as far as possible, of the work required, is as follows:

1,200 cubic yards of excavation.
120 cubic yards of concrete, for party wall, cradle for pipe foundations, etc., including forms, furnished and placed.

340 linear feet of straight 6-inch vitrified pipe, furnished and laid within area of filter bed.

58 pieces of 4" Tees on 6" vitrified pipe of two foot lengths, furnished and laid within area of filter bed.

27 pieces of 6" Tees on 6" vitrified pipe of two foot lengths, furnished and laid within area of filter bed.

26 pieces of curves of 1/4, 1/8 and 1/16 bends, on 6" vitrified pipe, as shown on plans, furnished and laid within area of filter bed.

2 pieces of 1/4 bends on 4" vitrified pipe, furnished and laid within area of filter bed.

112 pieces of 4" Tees on 4" vitrified pipe of two foot lengths, furnished and laid within area of filter bed.

1,096 linear feet of 4" porous tile drain, furnished and laid within area of filter bed.

736 linear feet of 6" porous tile drain, furnished and laid within area of filter bed.

2,500 B. M. feet of hemlock plank, furnished and placed.

170 cubic yards of 1" broken stone, furnished and placed.

190 cubic yards of 3/4" broken stone, furnished and placed.

280 cubic yards of top soil removed, stored and replaced.

900 square feet of sodding.

270 linear feet of vitrified pipe line of 6" interior diameter, including excavation, bends, etc., complete, as shown on the plan.

100 linear feet of vitrified pipe line of 4" interior diameter, including excavation, bends, etc., complete, as shown on the plan.

92 linear feet of C. I. force main and pipe line of 4" interior diameter, including excavation, bends, connections to ejector, etc., all complete, as per plan.

48 linear feet of 3" wrought iron force main, including excavation and connection to existing main, etc., all complete, as per plan.

1 screen box, complete, except screens and pans, as per plan.

1 ejector pit and manhole, complete, as per plan.

2 gate boxes, complete, as per plan, except the furnishing of gates.

100 square feet of reinforced metal, furnished and placed.

1 cubic yard of brick masonry.

The time for the completion of the work and the full performance of the contract is fifty (50) days.

The amount of security required is fifteen hundred and fifty dollars (\$1,550).

The contracts must be bid for separately, and the bids will be compared and the contract awarded at a lump or aggregate sum for each contract.

Bidders are requested to make their bids or estimates upon the blank form prepared by the President, a copy of which, with the proper envelope in which to enclose the bid, can be obtained upon application thereto at the office of the Commissioner of Public Works. The plans and the contract, including the specifications, in the form approved by the Corporation Counsel, may be seen and other information obtained at the office of the Commissioner of Public Works, Borough of Richmond, Borough Hall, St. George, S. I. CALVIN D. VAN NAME, President.

New York, August 23, 1915. a26,s7

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

DEPARTMENT OF FINANCE.

Interest on City Bonds and Stock.

THE INTEREST DUE ON SEPTEMBER 1, 1915, on Registered Bonds, Stocks and Corporate Stock Notes 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 853), Municipal Building, at Chambers and Centre Streets in the Borough of Manhattan.

The coupons that are payable in New York, London or Paris for the interest due September 1st, 1915, 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 Company, 140 Broadway, 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

1st, 1915, for interest on Corporate Stock Notes and Revenue Bonds of The City of New York will be paid on that day at the office of the said Guaranty Trust Company.

The coupons that are payable on September 1, 1915, 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 Company.

The books for the transfer of bonds and stock on which interest is payable on September 1st, 1915, will be closed from August 14th to September 1st, 1915.

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, July 27th, 1915. j29,a1

Confirmation of Assessments.

NOTICE TO PROPERTY OWNERS.

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

TWENTY-FOURTH WARD, SECTION 14.

CLASON POINT ROAD—PAVING A ROADWAY AND ADJUSTING CURB from Westchester Avenue to the East River. Area of assessment affects blocks 3429 to 3462, 3465, 3468 to 3480, 3493 to 3502, 3519 to 3528, 3553, 3557 to 3561, 3596 to 3600, 3634 to 3641, 3657 to 3666, 3719 to 3727 and 3744 to 3750.

TWENTY-FOURTH WARD, SECTION 15.

WHITE PLAINS ROAD—REGULATING, GRADING, SETTING CURBSTONES, FLAGGING SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES from a point near Old Unionport Road to a point near Thwaites Place. Area of assessment affects blocks 4257, 4258, 4283 to 4294, 4297, 4317 to 4323, 4333 to 4339, 4342 to 4345, 4349 to 4351.

That the same was confirmed by the Board of Revision of Assessments on August 12, 1915, and entered August 12, 1915, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments, interest will be collected thereon, as provided in section 1019 of said Greater New York Charter.

Said section provides, in part, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment at the rate of seven per centum per annum to be calculated to the date of payment from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides: "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record."

The above assessment is payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Borough Buildings, fourth floor, southeast corner of Arthur and Tremont avenues, Borough of The Bronx, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before October 11, 1915, will be exempt from interest, as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when such assessment became a lien to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 12, 1915. a19,30

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 January 1, 1914.

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 January 1, 1914.

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 January 1, 1914.

January 1, 1914.

WILLIAM A. PRENDERGAST, Comptroller.

Corporation Sales of Buildings.

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE BOARD OF Education, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain buildings standing upon property owned by The City of New York, formerly used for school purposes, in the

Borough of Manhattan.

BEING the building under the Manhattan Approach to the Williamsburgh Bridge, between Lewis and Goerck Street, known as Public School No. 98 C, in the Borough of Manhattan, which is more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

PURSUANT to a resolution adopted by the Commissioners of the Sinking Fund at a meeting held July 30, 1915, the sale by sealed bids of the above described buildings and appurtenances thereto, will be held by direction of the Comptroller on

TUESDAY, AUGUST 31, 1915.

at 11 a. m., in lots and parcels and in manner and form as follows:

PARCEL No. 1: One-story brick building under the Manhattan Approach to the Williamsburgh Bridge, between Lewis and Goerck Street, known as Public School No. 98 C.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11 a. m. on the 31st day of August, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of \$50 will be required with all bids, and that a deposit of \$500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be enclosed in properly sealed envelopes, marked "Proposals to be opened August 31, 1915," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room 368, Municipal Building, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 3, 1915. a14,31

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT

of the Borough of The Bronx, notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

Borough of The Bronx.

BEING the buildings, parts of buildings, etc., standing within the lines of Sacket Avenue from Bear Swamp Road to Colden Avenue, in the Borough of The Bronx, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building Borough of Manhattan.

PURSUANT to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held July 30, 1915, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto, will be held by direction of the Comptroller on

MONDAY, AUGUST 30, 1915,

at 11 a. m., in lots and parcels and in manner and form and at upset prices as follows:

PARCEL No. 17: Fence and steps of five two-story frame houses on the south side of Sacket (Hilton) Avenue, 200 feet east of Bear Swamp Road. Upset price, \$5,000.

PARCEL No. 18: Part of two-story frame house on the northeast corner of Sacket Avenue and Bogart Avenue (Dean Place). Cut 6.6 feet on front by 6.6 feet on rear. Upset price, \$25.00.

PARCEL No. 20: Two-story frame house on the east side of Bogart Avenue (Dean Place) at Sacket Avenue. Upset price, \$100.00.

PARCEL No. 25: Part of one-story stone barn on the south side of Sacket (Hilton) Avenue, 200 feet east of Bogart Avenue (Dean Place). Cut 9.5 feet on east and west sides. Upset price, \$5.00.

PARCEL No. 26: Part of one-story stone stable east of and adjoining Parcel No. 25. Cut 8.9 feet on east and west sides. Upset price, \$5.00.

PARCEL No. 28: Board fence east of Parcel No. 26. Upset price, \$2.00.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11:00 a. m. on the 30th day of August, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of \$50 will be required with all bids, and that a deposit of \$500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be enclosed in properly sealed envelopes, marked "Proposals to be opened August 27, 1915," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room 368, Municipal Building, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 3, 1915. a11,27

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT

of the Borough of The Bronx, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

Borough of The Bronx.

BEING the buildings, parts of buildings, etc., standing within the lines of Holland Avenue from Baker Avenue to Hunt Avenue, in the Borough of The Bronx, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

PURSUANT to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held July 30, 1915, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto, will be held by direction of the Comptroller on

THURSDAY, AUGUST 26, 1915,

at 11 a. m., in lots and parcels and in manner and form and at upset prices as follows:

PARCEL No. 113: Board fence on the west side of Holland Avenue, 200 feet west of Hunt Avenue. Upset price, \$2.00.

PARCEL No. 117: Part of two-story frame house No. 1956 Hunt Avenue. Upset price, \$100.00.

PARCEL No. 118: Part of two-story frame house No. 1958 Hunt Avenue. Upset price, \$100.00.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11:00 a. m. on the 26th day of August, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of \$50 will be required

BEING the buildings, parts of buildings, etc., standing within the lines of Dyre Avenue from Boston Road to the City Line, in the Borough of The Bronx, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

PURSUANT to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held July 30, 1915, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto, will be held by direction of the Comptroller on

FRIDAY, AUGUST 27, 1915,

at 11 a. m., in the lots and parcels and in manner and form and at upset prices as follows:

PARCEL No. 1: Stone retaining wall on the west side of Dyre Avenue from Boston Road Northerly. Upset price, \$2.00.

PARCEL No. 2: Stone retaining wall north of Parcel No. 1. Upset price, \$2.00.

PARCEL No. 4: Stone wall north of Parcel No. 2. Upset price, \$2.00.

PARCEL No. 8: Wire fence on east side of Dyre Avenue, 250 feet north of Boston Road. Upset price, \$2.00.

PARCEL No. 20: Steps on west side of Dyre Avenue, 90 feet north of East 233rd Street. Upset price, \$2.00.

PARCEL No. 28: Wire fence on northwest corner of Dyre Avenue and Dark Street. Upset price, \$2.00.

PARCEL No. 29: Steps north of Parcel No. 28. Upset price, \$2.00.

PARCEL No. 30: Concrete wall and steps north of Parcel No. 29. Upset price, \$2.00.

PARCEL No. 32: Concrete wall and wooden steps 30 feet north of Parcel No. 30. Upset price, \$2.00.

PARCEL No. 33: Concrete wall and steps north of Parcel No. 32. Upset price, \$2.00.

PARCEL No. 34: Concrete wall and stone steps north of Parcel No. 33. Upset price, \$3.00.

PARCEL No. 35: Concrete wall north of Parcel No. 34. Upset price, \$2.00.

PARCEL No. 36: Concrete wall and stone steps north of Parcel No. 35. Upset price, \$3.00.

PARCEL No. 46: Hedge and stone steps 230 feet north of Parcel No. 36. Upset price, \$2.00.

PARCEL No. 50-58: Wire fence on east side of Dyre Avenue at City Line. Upset price, \$3.00.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11:00 a. m. on the 27th day of August, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of \$50 will be required with all bids, and that a deposit of \$500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of

with all bids, and that a deposit of \$500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to the City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be enclosed in properly sealed envelopes, marked "Proposals to be opened August 26, 1915," and must be delivered, or mailed, in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room 368, Municipal Building, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.
City of New York, Department of Finance,
Comptroller's Office, August 3, 1915. a10,26

Sales of Tax Liens.

Notice of Sale of Tax Liens of the City of New York, for Unpaid Taxes, Water Rents and Assessments for Local Improvements upon Lands and Tenements within that part of the City of New York now known and described as the Borough of Queens, Affecting Real Property in the First Ward of said Borough, as shown on the Tax Map of said City for said Borough of Queens, and also for Unpaid Taxes on the Real Estate of Corporations and Taxes on the Special Franchises of Corporations Affecting Property of certain Corporations and Individuals within the entire Borough of Queens.

THE CITY OF NEW YORK, DEPARTMENT OF FINANCE, BUREAU FOR THE COLLECTION OF ASSESSMENTS AND ARREARS OF TAXES AND ASSESSMENTS, MUNICIPAL BUILDING, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

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

That the respective owners of the lands and tenements in the Borough of Queens, in the City of New York, as said lands and tenements are shown within the First Ward of said Borough, upon the Tax Map of said City for said Borough, on which any taxes or any assessment for local improvements have been imposed and become a lien and have remained unpaid for three years since the same were due and payable, or on which any water rent has been imposed and become a lien and has remained due and unpaid for four years since the same was due and payable, and also corporations and individuals as owners of certain lands or certain special franchises within the entire Borough of Queens on which taxes on the real estate of corporations, or taxes on the special franchises of corporations have been imposed and become a lien and have remained unpaid for three years since the same were due and payable, are required to pay the amount of said taxes, assessments and water rents, together with all unpaid taxes, water rents and assessments affecting such lands and tenements which became a lien and were due and payable prior to March eleventh, nineteen hundred and fifteen (the taxes, water rents and assessments for local improvements required to be paid, thus comprising all unpaid taxes and water rents affecting said properties contained in assessment rolls down to and including the assessment roll of the City of New York for the year nineteen hundred and fourteen and all assessments for local improvements affecting said properties confirmed and entered up to March first, nineteen hundred and fifteen inclusive) with all penalties thereon remaining unpaid, together with the interest thereon at the rate provided by law from the time the same became liens so as to be due and payable to the date of payment and the charges of this notice and advertisement to the Collector of Assessments and Arrears, at his office in the Municipal Building, Court House Square, Long Island City, Borough of Queens, City of New York.

And notice is hereby given that if default be made in such payment the lien of the City of New York upon any of said lands and tenements for any tax, assessment or water rent which became a lien so as to be due and payable before March eleventh, nineteen hundred and fifteen, will be sold at Public Auction, in Arrears Office, Third Floor, Municipal Building, Court House Square, Long Island City, Borough of Queens, in the City of New York, on

TUESDAY, OCTOBER 19, 1915,

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

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

Notice is hereby further given that a particular and detailed statement of the property affected showing section, volume or block and lot number thereof as the same may be on the Tax Map of the City of New York for the Borough of Queens and the tax liens thereon which are to be sold, is published in a pamphlet and that copies thereof are deposited in the offices of the Collector of Assessments and Arrears in the Boroughs of Queens and Manhattan and will be delivered to any person applying for the same.

Dated, New York, July 15, 1915.

DANIEL MOYNAHAN, Collector of Assessments and Arrears of the City of New York.
This notice applies to arrears as of March 11, 1915. jy15,22,29,a5,12,19,26,a2,9,16,23,30,07,14

Notice of the Continuation of the Brooklyn Tax Sale.

THE SALE OF THE LIENS FOR UNPAID taxes, assessments and water rents in the Borough of Brooklyn, as to liens remaining unsold at the termination of the sale of July 15, September 9, October 7, November 4 and December 2, 1914, January 13, February 17, April 17, May 19, June 16 and July 14, 1915, has been continued to

WEDNESDAY, SEPTEMBER 15, 1915,

at 2:30 P. M., pursuant to Section 1028 of the Greater New York Charter, and will be continued at that time in Room 2, in the basement of the Borough Hall, Brooklyn, N. Y.

DANIEL MOYNAHAN, Collector of Assessments and Arrears. a17,s15

Notice of the Continuation of The Bronx Tax Sale.

THE SALE OF THE LIENS FOR UNPAID SPECIAL FRANCHISE TAXES AND REAL ESTATE OF CORPORATION TAXES for the Borough of the Bronx, as to liens remaining unsold at the termination of sale of August 9, 1915, has been continued to

MONDAY, NOVEMBER 1, 1915,

at 2 o'clock P. M., pursuant to Section 1028 of the Greater New York Charter, and will be continued at that time on the 4th floor of the Bergen Building, corner of Arthur and Tremont Avenues, Borough of the Bronx, City of New York.

DANIEL MOYNAHAN, Collector of Assessments and Arrears. a17,n1

Notice of Continuation of the Queens Tax Sale.

THE SALE OF THE LIENS FOR UNPAID taxes, assessments and water rents for the Borough of Queens, as to liens remaining unsold at the termination of the sale of October 27, December 8, 1914, January 19, March 2, April 20, June 8 and July 20, 1915, has been continued to

TUESDAY, OCTOBER 19, 1915,

at 10 o'clock A. M., pursuant to Section 1028 of the Greater New York Charter, and will be continued at that time on the third floor of the Municipal Building, Court House Square, Long Island City, Borough of Queens, City of New York.

DANIEL MOYNAHAN, Collector of Assessments and Arrears. a17,o5

Notice of Continuation of Richmond Tax Sale. THE SALE OF THE LIENS FOR UNPAID taxes on the Real Estate of Corporations and Special Franchises, as to liens remaining unsold at the termination of the sale of July 7 and July 21, August 4 and Aug. 18, 1915, has been continued to

WEDNESDAY, SEPTEMBER 1, 1915,

at 2 o'clock p. m., pursuant to section 1028 of the Greater New York Charter, and will be continued at that time in Room 129 in the Borough Hall, New Brighton, Borough of Richmond, City of New York.

DANIEL MOYNAHAN, Collector of Assessments and Arrears. a21,s1

BOROUGH OF QUEENS.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Queens at third floor, Borough Hall, 5th Street and Jackson Avenue, Long Island City, Borough of Queens, until 11:00 A. M. on

WEDNESDAY, SEPTEMBER 1, 1915.

NO. 1. FOR THE CONSTRUCTION OF A DRY WEATHER FLOW SEWER AND APPURTENANCES IN MASPETH AVENUE FROM NEWTOWN CREEK TO RUST STREET, AND IN RUST STREET FROM MASPETH AVENUE TO CLARK AVENUE; FOR THE CONSTRUCTION OF A STORM-WATER SEWER AND APPURTENANCES FROM RUST STREET TO CREEK STREET IN THE EASEMENT TO BE ACQUIRED BY THE CITY OF NEW YORK, AND A COMBINED SEWER IN CLARK AVENUE FROM RUST STREET TO FERRY AVENUE, SECOND WARD OF THE BOROUGH OF QUEENS.

193 Lin. Ft. 8' 0" x 7' 0" Double barrel reinforced concrete sewer, not including foundation piling under Railroad Bridge over Maspeth Creek, within limits indicated on Sheet No. 2 of plans.

154 Lin. Ft. 24-inch Cast Iron pipe drain, including reinforced concrete cradle, not including foundation piling under Railroad Bridge over Maspeth Creek, within limits indicated on Sheet No. 2 of plans.

103 Lin. Ft. 24-inch Vitri-fied salt-glazed pipe drain, including reinforced concrete cradle.

1150 Lin. Ft. 3' 0" Reinforced concrete sewer, including spurs and underpinning and piling under the Long Island Railroad tracks in Maspeth Avenue.

1,040 Lin. Ft. 4' 0" Reinforced concrete sewer, including spurs.

1,040 Lin. Ft. 4' 9" Reinforced concrete sewer, including spurs.

218 Lin. Ft. 5' 0" Reinforced concrete sewer, including spurs.

30 Manholes, complete.

1 Breast wall and concrete apron on 24" pipe drain, complete.

1 Junction chamber at Rust Street and Clark Avenue, as shown on plan, complete.

131 Lin. Ft. of risers for house connections, including Y's.

100,000 Ft. B. M. Timber for sheeting and bracing.

79,000 Ft. B. M. Timber for foundation, furnished and laid.

54,000 Lin. Ft. wooden piles, below caps, furnished, driven and cut off.

750 Lin. Ft. sectional steel piles, Hercules or equivalent, below caps, furnished, driven and cut off.

25,000 Pounds structural steel, including bolts, nuts, washers, spikes, etc., furnished and placed.

24 Lin. Ft. 10-inch cast-iron pipe (57 Lbs. per Lin. Ft.), furnished and laid.

4,100 Lin. Ft. of fence, as shown on plan, furnished and placed.

110 Cu. Yds. rip-rap, as shown on plan, furnished and placed.

11,000 Cu. Yds. fill for sewer embankment.

50 Cu. Yds. mud, excavated and removed.

200 Cu. Yds. Class A Concrete, not shown on plan.

3,000 Pounds of reinforcing steel, not shown on plan.

The time allowed for completing the above work will be three hundred (300) working days.

The amount of security required will be Sixty-three Thousand (\$63,000.00) Dollars.

NO. 2. FOR THE CONSTRUCTION OF A SEWER AND APPURTENANCES IN RUST

STREET FROM CLARK AVENUE TO GRAND STREET, AND IN GRAND STREET FROM RUST STREET TO CLERMONT AVENUE, SECOND WARD OF THE BOROUGH OF QUEENS.

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

1,931 Lin. Ft. 7' 6" x 7' 0" Reinforced concrete sewer.

238 Lin. Ft. 3' 6" Circular concrete sewer.

643 Lin. Ft. 3' 0" Circular concrete sewer.

107 Lin. Ft. 18-inch Vitri-fied salt-glazed pipe sewer.

24 Lin. Ft. 15-inch Vitri-fied salt-glazed pipe sewer.

1,083 Lin. Ft. 12-inch Vitri-fied salt-glazed pipe sewer.

28 Manholes, complete.

1 Cleaning shaft, complete.

1 Junction chamber at Charles Street and Rust Street, complete.

1 Junction chamber at Grand Street and Rust Street, complete.

9 Single receiving basins, complete.

1 Double receiving basin, complete.

390 Lin. Ft. 12-inch Vitri-fied salt-glazed pipe for basin connections.

20 Lin. Ft. 10-inch Vitri-fied salt-glazed pipe for basin connections.

3 Relief drains on L. I. R. R. drains, complete.

16,400 Lin. Ft. wooden piles, below caps, furnished, driven and cut off.

4,750 Lin. Ft. reinforced concrete piles, below caps, furnished and driven.

104,000 Ft. B. M. Timber for sheeting and bracing.

55,000 Ft. B. M. Timber for foundation, furnished and laid.

7,500 Pounds structural steel, including bolts, nuts, washers, etc., furnished and placed.

396 Lin. Ft. 6-inch Vitri-fied salt-glazed pipe for house connection drains.

111 Six-inch spurs, 24 inches long, on concrete sewers.

2 Six-inch spurs on 18-inch Vitri-fied salt-glazed pipe sewer.

63 Six-inch spurs on 12-inch Vitri-fied salt-glazed pipe sewer.

1,300 Cu. Yds. Excavation for sewer embankment.

400 Cu. Yds. displaced material for sewer embankment.

3,000 Lbs. Reinforcing steel, not shown on plan.

50 Cu. Yds. Class A Concrete, not shown on plan.

300 Lin. Ft. Fence, furnished and placed.

The time allowed for completing the above work will be two hundred and twenty-five (225) working days.

The amount of security required will be Forty-three Thousand (\$43,000.00) Dollars.

NO. 3. FOR THE CONSTRUCTION OF A SEWER AND APPURTENANCES IN PERRY AVENUE FROM CLARK AVENUE TO MAURICE AVENUE, AND IN MAURICE AVENUE FROM PERRY AVENUE TO HULL AVENUE, SECOND WARD OF THE BOROUGH OF QUEENS.

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

653 Lin. Ft. 8' 0" x 7' 0" Double barrel reinforced concrete sewer, including spurs.

963 Lin. Ft. 11' 0" x 7' 0" Reinforced concrete sewer, including spurs.

11 Manholes, complete.

1 Increasing chamber at Betts Avenue and Perry Avenue, complete.

1 Junction chamber at Maurice Avenue and Perry Avenue, complete.

1 Single receiving basin at Clark Avenue and Perry Avenue, complete.

61,000 Lin. Ft. wooden piles, below caps, furnished, driven and cut off.

10,000 Ft. B. M. Timber for sheeting and bracing.

115,000 Ft. B. M. Timber for foundation, furnished and laid.

16,000 Pounds structural steel, including bolts, washers, nuts, etc., furnished and placed.

3,000 Pounds reinforcing steel, not shown on plan.

100 Cu. Yds. Class A Concrete, not shown on plan.

2,600 Cu. Yds. Excavation for sewer embankment.

11,000 Cu. Yds. displaced material for sewer embankment.

3,000 Lin. Ft. fence as shown on plan, furnished and laid.

60 Lin. Ft. 18-inch Nestable corrugated culvert pipe, furnished and laid.

100 Lin. Ft. 24-inch Nestable corrugated culvert pipe, furnished and laid.

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

The amount of security required will be Forty-eight Thousand (\$48,000.00) Dollars.

The bidder must state the price of each item or article contained in the specifications or schedules herein contained or hereafter annexed, per square yard, per linear foot, or other unit of measure, by which the bids will be awarded. Bids will be compared and the contract bestowed 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: August 21st, 1915.

a21,s1 MAURICE E. CONNOLLY, President.

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

BOROUGH OF THE BRONX.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of The Bronx, at his office, Municipal Building, Crotona Park, 177th St. and 3rd Ave., until 10:30 a. m., on

WEDNESDAY, SEPTEMBER 8, 1915.

NO. 1. FOR REGULATING, GRADING, SETTING CURB, LAYING SIDEWALKS AND CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES WHERE NECESSARY IN AND PAVING WITH BITUMINOUS CONCRETE ON A CEMENT CONCRETE FOUNDATION THE ROADWAY OF HAVILAND AVENUE, FROM TREMONT AVENUE TO CASTLE HILL AVENUE, TOGETHER WITH ALL WORK INCIDENTAL THERETO (PRELIMINARY PAVEMENT).

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

435 Square yards of Bituminous Concrete Pavement, and keeping the pavement in repair for five years from date of acceptance.

51 Cubic yards of Class B Concrete.

35 Cubic yards of Excavation of All Kinds.

100 Linear feet of New Curb.

700 Square feet of Concrete Sidewalk (including maintenance for one year).

The time allowed for the full completion of the work herein described will be 15 consecutive working days.

The amount of security required will be Three Hundred and Fifty (\$350) Dollars. a26,s8

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

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of The Bronx, at his office, Municipal Building,

Crotona Park, 177th St. and 3rd Ave., until 10:30 a. m., on

TUESDAY, AUGUST 31, 1915.

NO. 1. FOR PAVING WITH BITUMINOUS CONCRETE ON A CEMENT CONCRETE FOUNDATION THE ROADWAY OF ST. LAWRENCE AVENUE, FROM MERRILL STREET TO EAST 177TH STREET, ADJUSTING CURB WHERE NECESSARY, TOGETHER WITH ALL WORK INCIDENTAL THERETO. PRELIMINARY PAVEMENT.

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

1,750 square yards of Bituminous Concrete Pavement, and keeping the pavement in repair for five years from date of acceptance.

200 cubic yards of Class B Concrete.

500 Linear feet of Curbstone, adjusted.

The time allowed for the full completion of the work herein described will be 15 consecutive working days.

The amount of security required will be One Thousand One Hundred (\$1,100) Dollars.

NO. 2. FOR CONSTRUCTING SEWERS AND APPURTENANCES IN FIELDSTON ROAD, BETWEEN WEST 253RD STREET AND WEST 252ND STREET; FIELDSTON ROAD (WEST SIDE), BETWEEN WEST 252ND STREET AND A POINT 300 FEET NORTH OF WEST 250TH STREET, WITH A TEMPORARY CONNECTION IN FIELDSTON ROAD, BETWEEN WEST 253RD STREET AND WEST 254TH STREET; WEST 254TH STREET, BETWEEN FIELDSTON ROAD AND THE EXISTING SEWER IN WEST 254TH STREET, EAST OF FIELDSTON ROAD, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

804 linear feet of Vitri-fied Pipe Sewer, 15-inch.

1,223 linear feet of Vitri-fied Pipe Sewer, 12-inch.

50 linear feet of Vitri-fied Pipe Drains, 12-inch to 24-inch.

166 Spurs for house connections.

20 Manholes.

1,550 cubic yards of Rock Excavation.

45 cubic yards of Class C Concrete.

1,000 feet (B. M.) of Timber Sheeting.

The time allowed for the full completion of the work herein described will be 150 consecutive working days.

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

NO. 4. FOR CONSTRUCTING SEWERS AND APPURTENANCES IN KINDERMAN PLACE, FROM WEBSTER AVENUE TO BROOK AVENUE; BROOK AVENUE, FROM KINDERMAN PLACE TO A POINT ABOUT 200 FEET SOUTHERLY THEREFROM, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

260 linear feet of Vitri-fied Pipe Sewer, 18-inch.

182 linear feet of Vitri-fied Pipe Sewer, 15-inch.

5 linear feet of Vitri-fied Pipe Sewer, 12-inch.

12 linear feet of Basin Connections.

15 linear feet of Vitri-fied Pipe Drains, 12-inch to 24-inch.

36 Spurs for House Connections.

6 Manholes, rebuilt.

10 cubic yards of Rock Excavation.

35 cubic yards of Class C Concrete.

14,000 feet (B. M.) of Timber Sheeting.

The time allowed for the full completion of the work herein described will be 100 consecutive working days.

The amount of security required will be One Thousand Eight Hundred (\$1,800) Dollars.

NO. 5. FOR CONSTRUCTING SEWER AND APPURTENANCES IN BRONXDALE AVENUE, BETWEEN WEST FARMS ROAD AT CASTLEHILL AVENUE AND SACKET AVENUE; SACKET AVENUE, BETWEEN BRONXDALE AVENUE AND COLDEN AVENUE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

640 linear feet of Concrete Sewer, 4 feet 6 inches x 5 feet 0 inch.

479 linear feet of

440 cubic yards of Dry Rubble Masonry.
25 cubic yards of Class A Concrete.
20 linear feet of Vitrified Pipe, 12 inches in diameter.
2,000 feet (B. M.) of Timber.
1,800 linear feet of Guard Rail.
2,600 pounds of Steel Reinforcement Bars.
6 cubic yards of Brick Masonry.
The time allowed for the full completion of the work herein described will be 175 consecutive working days.
The amount of security required will be Eleven Thousand Four Hundred (\$11,400) Dollars.
NO. 8. FOR REGULATING, GRADING, SETTING CURBSTONES, FLAGGING SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES WHERE NECESSARY IN MEAD STREET, FROM GARFIELD STREET TO UNIONPORT ROAD, TOGETHER WITH ALL WORK INCIDENTAL THERETO.
The Engineer's Estimate of the work is as follows:

250 cubic yards of Excavation of All Kinds.
8,100 cubic yards of Filling.
1,120 linear feet of New Curb.
5,660 square feet of Concrete Sidewalk (including maintenance for one year).
1,600 cubic yards of Dry Rubble Masonry.
100 linear feet of Vitrified Pipe, 12 inches in diameter.
1,000 feet (B. M.) of Timber.
900 linear feet of New Guard Rail.
1 Receiving Basin, Type B.
15 Cubic Yards of Brick Masonry.
The time allowed for the full completion of the work herein described will be 90 consecutive working days.
The amount of security required will be Three Thousand Seven Hundred (\$3,700) Dollars.
NO. 9. FOR FURNISHING AND DELIVERING 1 1/2-INCH BROKEN TRAP ROCK STONE AND BROKEN TRAP ROCK STONE SCREENINGS.
The time allowed for the performance of the contract is on or before December 31, 1915.
The amount of security required will be Thirty (30) per cent. of the total amount for which the contract is awarded.
Blank forms of bids or estimates upon which bids must be made can be obtained upon application therefor, the plans and specifications may be seen and other information obtained at said office. DOUGLAS MATHEWSON, President.
a19,31

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

DEPARTMENT OF DOCKS AND FERRIES.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Docks and Piers "A," foot of Battery Place, North River, Manhattan, until 12 o'clock noon on

TUESDAY, SEPTEMBER 7, 1915.

CONTRACT NO. 1478.
FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR FURNISHING AND DELIVERING COAL.

The time for the completion of the work and the full performance of the contract is on or before the expiration of ninety (90) calendar days.
The amount of security required shall be thirty (30) per cent. of the total amount for which the contract is awarded.

The security deposit to accompany bid shall be in an amount not less than one and one-half (1 1/2) per cent. of the total amount of the bid.
Awards, if made, will be made in each item to the bidder whose price is the lowest for furnishing all of the coal called for in the item and whose bid is regular in all respects.

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 said Department.
CHARLES J. FARLEY, Second Deputy and Acting Commissioner of Docks.
a25,87

Dated August 23rd, 1915.
See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF STREET CLEANING.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Street Cleaning at Room 1244, Municipal Building, Manhattan, until 12 o'clock noon on

TUESDAY, SEPTEMBER 7, 1915.

Boroughs of Manhattan, The Bronx and Brooklyn.

FOR FURNISHING AND DELIVERING SCRAPER STEEL.
The time allowed for the performance of the contract is 30 days.

The amount of security required is 30% of the amount of the bid or estimate.
Bids must be submitted in duplicate in separate envelopes.

The bidder will state the price of each item or article contained in the schedules, per pound, 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.

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.
J. T. FETHERSTON, Commissioner.
a25,87

Dated August 23rd, 1915.
See General Instructions to Bidders on last page, last column, of the "City Record."

BELLEVUE AND ALLIED HOSPITALS, DEPARTMENT OF CORRECTION, FIRE DEPARTMENT, DEPARTMENT OF PUBLIC CHARITIES, DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by Bellevue and Allied Hospitals, Dep't of Correction, Fire Department, Dep't of Public Charities, Dept. of Water Supply, Gas and Electricity, at Room 1236, Municipal Building, Borough of Manhattan, City of New York, until 12 o'clock noon on

FRIDAY, AUGUST 27, 1915.

FOR FURNISHING AND DELIVERING PIPE, PIPE FITTINGS, ETC., MISCELLANEOUS ENGINEERS' AND MACHINISTS' SUPPLIES, HARDWARE, TOOLS AND IMPLEMENTS, ELECTRICAL FIXTURES AND SUPPLIES, NAILS, BOLTS, SCREWS, ETC., LEATHER SADDLERY, BELTING AND STABLE SUPPLIES, DRAUGHTING AND ENGINEERING TOOLS, INSTRUMENTS AND SUPPLIES, HOSE AND HOSE FITTINGS, GLASS AND GLAZIERS' SUPPLIES, AND FIRE APPLIANCES.
The time for the performance of the contract is during the period ending Dec. 31, 1915.

The amount of security required is thirty (30) per cent. of the amount of the bid or estimate.
No bid will be considered unless it is accompanied by a deposit. Such deposit shall be in an amount not less than one and one-half (1 1/2) per cent. of the total amount of the bid.
The bidder will state the price per pound, feet, doz., each, or other designated unit, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read and awards, if made, made to the lowest bidder on each item or class, as stated in the specifications.

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 Room 1226, Municipal Building, Borough of Manhattan.

BOARD OF TRUSTEES, BELLEVUE AND ALLIED HOSPITALS, JOHN W. BRANNAN, M. D., President.
DEPARTMENT OF CORRECTION, KATHARINE BAKER DAVIS, Commissioner.
FIRE DEPARTMENT, ROBERT ADAMSON, Commissioner.
DEPARTMENT OF PUBLIC CHARITIES, JOHN A. KINGSBURY, Commissioner.
DEPARTMENT OF WATER SUPPLY, GAS & ELECTRICITY, WILLIAM WILLIAMS, Commissioner.
a17,27

See General Instructions to Bidders on last page, last column, of the "City Record," except for the address of the office for receiving and opening bids.

BOROUGH OF MANHATTAN.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan at Room 2032, Municipal Building, New York City, until 2 o'clock P. M. on

TUESDAY, AUGUST 31, 1915.

NO. 1. FOR REGULATING AND REPAVING WITH GRANITE BLOCK PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF MADISON STREET FROM ROOSEVELT STREET TO NEW CHAMBERS STREET, TOGETHER WITH ALL WORK INCIDENTAL THERETO.
Engineer's Estimate of the Amount of Work to be Done.

10 cu. yds. Earth Excavation for sewer appurtenances.
10 cu. yds. Rock Excavation for sewer appurtenances.
10 cu. yds. Backfilling in excavation for sewer appurtenances.

350 lin. ft. New 5-inch Bluestone Curbstone, furnished and set.
60 lin. ft. New 6-inch Granite Corner Curbstone, furnished and set.

40 lin. ft. Old Curb redressed.
10 sq. ft. Concrete Sidewalk, Class A.
70 cu. yds. Concrete outside of R. R. area.
280 sq. yds. Granite Block Pavement outside of R. R. area.

1 Sewer Manhole Head.
1 Cover for Sewer Manhole.
1 Ring for Sewer Manhole.
3 cu. yds. Brick Masonry.
1 Receiving Basin remodeled.

1 Sluice Basin, Type A.
1 Sluice Basin, Type B.
100 lin. ft. Vitrified Pipe, 12-inch diameter.
1,000 ft. B. M. Planking on Concrete.

Work in Railroad Area.
60 cu. yds. Concrete.
380 sq. yds. Granite Block Pavement.

The time allowed for the full completion of the work will be twenty (20) consecutive working days.
The amount of security required will be \$1,000, and the amount of deposit accompanying the bid shall be five (5) per cent. of the amount of security.

The bidder must deposit with the Borough President, on or before the time of making his bid, samples and affidavit, or the letter in regard to samples and affidavit, as required by the specifications.

NO. 2. FOR REGULATING AND REPAVING WITH SHEET ASPHALT FROM CURB TO RAIL AND WITH GRANITE BLOCKS IN AND BETWEEN TRACKS ON A CONCRETE FOUNDATION THE ROADWAY OF BROADWAY FROM 47TH STREET TO COLUMBUS CIRCLE AND WITH SHEET ASPHALT ON CONCRETE FOUNDATION 48TH STREET FROM BROADWAY TO EIGHTH AVENUE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.
Engineer's Estimate of the Amount of Work to be Done.

95 cu. yds. Earth Excavation for sewer appurtenances.
95 cu. yds. Rock Excavation for sewer appurtenances.
95 cu. yds. Backfilling in excavation for sewer appurtenances.

100 lin. ft. New 5-inch Bluestone Curbstone, furnished and set.
4,610 lin. ft. New 6-inch Granite Curbstone, furnished and set.
830 lin. ft. New 6-inch Granite Corner Curbstone, furnished and set.

1,440 lin. ft. Old Curb, redressed.
200 sq. ft. Concrete Sidewalk, Class A.
20 lin. ft. Granite Headers, furnished and set.
90 lin. ft. Granite Headerstone, reset.
3,290 cu. yds. Concrete outside of railroad area.

17,500 sq. yds. Sheet Asphalt Pavement outside of railroad area.
150 sq. yds. Sheet Asphalt Pavement in approaches.

14 Sewer Manhole Heads.
18 Covers for Sewer Manholes.
4 Rings for Sewer Manholes.
5 cu. yds. Brick Masonry.
10 Receiving Basins remodeled.

2 Sluice Basins, Type A.
18 Sluice Basins, Type B.
320 lin. ft. Vitrified Pipe, 12-inch diam.
6,000 ft. B. M. Planking on concrete.

Work in Railroad Area.
720 cu. yds. Concrete.
1,430 sq. yds. Sheet Asphalt Pavement.
4,350 sq. yds. Granite Block Pavement.

The time allowed for the full completion of the work will be sixty-five (65) consecutive working days.
The amount of security required will be \$18,000, and the amount of deposit accompanying the bid shall be five (5) per cent. of the amount of security.

The bidder must deposit with the Borough President, on or before the time of making his bid, samples and affidavit, or the letter in regard to samples and affidavit, as required by the specifications.

NO. 3. FOR REGULATING AND REPAVING WITH SHEET ASPHALT ON A CONCRETE FOUNDATION THE ROADWAY OF 49TH STREET FROM SIXTH AVENUE TO SEVENTH AVENUE, AND FROM EIGHTH AVENUE TO NINTH AVENUE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.
Engineer's Estimate of the Amount of Work to be Done.

15 Cu. Yds. Earth Excavation for sewer appurtenances.
15 Cu. Yds. Rock Excavation for sewer appurtenances.
15 Cu. Yds. Backfilling in excavation for sewer appurtenances.

2,370 Lin. Ft. New 5" Bluestone Curbstone.

10 Lin. Ft. New 6" Granite Corner Curbstone.
640 Lin. Ft. Old Curb redressed.
10 Sq. Ft. Concrete Sidewalk, Class A.
10 Lin. Ft. Granite Headers.
50 Lin. Ft. Granite Headerstone to reset.
1,000 Cu. Yds. Concrete.
5,000 Sq. Yds. Sheet Asphalt Pavement.
60 Sq. Yds. Granite Block Pavement in approaches.

9 Sewer Manhole Heads.
11 Covers for Sewer Manholes.
2 Rings for Sewer Manholes.
3 Cu. Yds. Brick Masonry.

1 Sluice Basin, Type A.
2 Sluice Basins, Type B.
50 Lin. Ft. Vitrified Pipe, 12" diam.
2,000 Feet B. M. Planking on Concrete.

The time allowed for the full completion of the work herein described will be twenty-seven (27) consecutive working days.
The amount of security required will be \$2,500, and the amount of deposit accompanying the bid shall be five (5) per cent. of the amount of security.

The bidder must deposit with the Borough President, on or before the time of making his bid, samples and affidavit, or the letter in regard to samples and affidavit, as required by the specifications.

NO. 4. FOR REGULATING AND REPAVING WITH SHEET ASPHALT ON A CONCRETE FOUNDATION THE ROADWAY OF 50TH STREET FROM MADISON AVENUE TO A POINT AVERAGING 328 FEET EAST OF THE EAST CURB LINE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.
Engineer's Estimate of the Amount of Work to be Done.

510 lin. ft. New 5-inch Bluestone Curbstone, furnished and set.
10 lin. ft. New 6-inch Granite Corner Curbstone, furnished and set.
140 lin. ft. Old Curb, redressed.
10 sq. ft. Concrete Sidewalk, Class A.
210 cu. yds. Concrete.

1,090 sq. yds. Sheet Asphalt Pavement.
25 sq. yds. Sheet Asphalt Pavement in Approaches.

1 Sewer Manhole Head.
2 Covers for Sewer Manholes.

1 Ring for Sewer Manhole.
500 ft. B. M. Planking on concrete.
The time allowed for the full completion of the work will be fifteen (15) consecutive working days.

The amount of security required will be \$750, and the amount of deposit accompanying the bid shall be five (5) per cent. of the amount of security.

The bidder must deposit with the Borough President, on or before the time of making his bid, samples and affidavit, or the letter in regard to samples and affidavit, as required by the specifications.

NO. 5. FOR REGULATING AND PAVING WITH SHEET ASPHALT ON A CONCRETE FOUNDATION THE ROADWAY OF 212TH STREET FROM HARLEM RIVER TO EAST SIDE OF TENTH AVENUE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.
Engineer's Estimate of the Amount of Work to be Done.

495 Lin. Ft. New 5" Bluestone Curbstone.
76 Lin. Ft. New 6" Granite Corner Curbstone.
1,480 Lin. Ft. Old Curb, redressed.
110 Lin. Ft. Granite Headers.

724 Cu. Yds. Concrete.
3,690 Sq. Yds. Sheet Asphalt Pavement.
The time allowed for the full completion of the work herein described will be thirty (30) consecutive working days.

The amount of security required will be \$2,500, and the amount of deposit accompanying the bid shall be five (5) per cent. of the amount of security.

The bidder must deposit with the Borough President, on or before the time of making his bid, samples and affidavit, or the letter in regard to samples and affidavit, as required by the specifications.

NO. 6. FOR REGULATING AND PAVING WITH GRANITE BLOCK PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF EXTERIOR STREET FROM 76TH STREET TO 77TH STREET, TOGETHER WITH ALL WORK INCIDENTAL THERETO.
Engineer's Estimate of the Amount of Work to be Done.

60 Lin. Ft. New 5-inch Bluestone Curbstone.
130 Lin. Ft. Old Curb Redressed.
190 Lin. Ft. Granite Headers.
180 Cubic Yards of Concrete.

1,000 Square Yards of Granite Block Pavement.
1,000 Feet B. M. Planking on Concrete.

The time allowed for the full completion of the work herein described will be twenty (20) consecutive working days.
The amount of security required will be \$1,200, and the amount of deposit accompanying the bid shall be five (5) per cent. of the amount of security.

The bidder must deposit with the Borough President, on or before the time of making his bid, samples and affidavit, or the letter in regard to samples and affidavit, as required by the specifications.

NO. 7. FOR REGULATING AND REPAVING WITH SHEET ASPHALT ON A CONCRETE FOUNDATION THE ROADWAY OF 104TH STREET FROM CENTRAL PARK WEST TO MANHATTAN AVENUE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.
Engineer's Estimate of the Amount of Work to be Done.

15 cu. yds. Earth Excavation for sewer appurtenances.
10 cu. yds. Rock Excavation for sewer appurtenances.
10 cu. yds. Backfilling in excavation for sewer appurtenances.

300 lin. ft. New 5-inch Bluestone Curbstone, furnished and set.
10 lin. ft. New 6-inch Granite Corner Curbstone, furnished and set.

450 lin. ft. Old Curb, redressed.
10 sq. ft. Concrete Sidewalk, Class A.
250 cu. yds. Concrete.

1,250 sq. yds. Sheet Asphalt Pavement.
30 sq. yds. Sheet Asphalt Pavement in Approaches.

1 Sewer Manhole Head.
2 Covers for Sewer Manholes.
1 Ring for Sewer Manhole.

3 cu. yds. Brick Masonry.
1 Sluice Basin Type A.
1 Sluice Basin Type B.

45 lin. ft. Vitrified Pipe, 12-inch diameter.
1,000 ft. B. M. Planking on concrete.
The time allowed for the full completion of the work will be sixteen (16) consecutive working days.

The amount of security required will be \$1,000, and the amount of deposit accompanying the bid shall be five (5) per cent. of the amount of security.

The bidder must deposit with the Borough President, on or before the time of making his bid, samples and affidavit, or the letter in regard to samples and affidavit, as required by the specifications.

The bidder will state the price of each item or article contained in the schedules or hereto annexed, per foot, yard or other unit of measure or articles, 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, Bureau of Highways, Room 2124, Municipal Building, Borough of Manhattan.

MARCUS M. MARKS, President.
Aug. 19th, 1915. a19,31
See General Instructions to Bidders on last page, last column, of the "City Record."

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan, at Room 2032, Municipal Building, until 2 o'clock p. m., on

TUESDAY, AUGUST 31, 1915.
FOR FURNISHING, DELIVERING AND ERECTING 500 STREET SIGNS, EACH FRAME TO CONTAIN TWO ENAMEL SIGNS, AT VARIOUS LOCATIONS IN THE BOROUGH OF MANHATTAN.

TYPE "A" CONTAINER FRAMES AND ORNAMENTAL SECTION SHALL BE OF MALLEABLE CAST IRON WITH A CLAMP OF ROLLED STEEL.

TYPE "B" CONTAINER FRAMES, ORNAMENTAL SECTION AND CLAMP SHALL BE OF ROLLED STEEL.

The time allowed for the completion of the work will be one hundred (100) consecutive calendar working days.
The amount of security required will be One Thousand Dollars (\$1,000), and the amount of deposit accompanying the bid will be five (5) per cent. of the amount of security.

The bidder will state one aggregate price for each item described and specified, as the contract is entire and for a complete job.
The bids will be compared and the contract awarded at a lump or aggregate sum to the lowest bidder of the item selected and determined upon.

Blank forms, specifications and plans may be obtained at the office of the Auditor, offices of the Commissioner of Public Works, Room 2141, Municipal Building, Bor. of Man.

MARCUS M. MARKS, President.
City of New York, August 19th, 1915. a19,31
See General Instructions to Bidders on last page, last column, of the "City Record."

BOROUGH OF BROOKLYN.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the President of Borough of Brooklyn, at Room No. 2, Borough Hall Office, until 11 o'clock A. M., on

WEDNESDAY, SEPTEMBER 8, 1915.

NO. 1. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR REPAIRS TO SEWER IN FOSTER AVENUE AT THE BRIGHTON BEACH RAILROAD.

The Engineer's estimate of the quantities is as follows:
63 linear feet of 120-inch reinforced concrete sewer repaired.

The time allowed for the completion of the work and full performance of the contract is forty (40) working days.
The amount of security required will be twelve hundred dollars (\$1,200).

The bidder will state the price of this item per linear foot, 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.

NO. 2. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER BASIN AT THE SOUTHWEST CORNER OF EAST 13TH STREET AND AVENUE P.

The Engineer's preliminary estimate of the quantities is as follows:
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, \$130.00

The time allowed for the completion of the work and full performance of the contract will be ten (10) working days.
The amount of security required will be Sixty Dollars (\$60.).

The foregoing Engineer's preliminary estimates of the total cost for the completed work are to be taken as the 100 per cent. basis and test for bidding. Proposals shall state a single percentage of such 100 per cent. (such as 95 per cent., 100 per cent. or 105 per cent.) for which all materials and work called for in the proposed contract and the notices to bidders are to be furnished to the City. Such percentage as bid for this contract shall apply to all unit items specified in the Engineer's preliminary estimate to an amount necessary to complete the work described in the contract.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Bureau of Sewers, 215 Montague st., Borough of Brooklyn.
L. H. POUNDS, President.
a26,88

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

SEALED BIDS OR ESTIMATES WILL BE received by the President of Borough of Brooklyn at Room No. 2, Borough Hall, until 11 o'clock A. M., on

WEDNESDAY, SEPTEMBER 9, 1915.

NO. 1. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING SEWER BASINS ON GLENROSE AVENUE AT THE NORTHWEST CORNER OF PINE ST.; AT THE NORTHWEST CORNER OF HEMLOCK ST. AND AT THE SOUTHEAST AND SOUTHWEST CORNERS OF RAILROAD AVE.

The Engineer's preliminary estimate of the quantities is as follows:
4 sewer basins complete, of either standard design, with iron pans or gratings, iron basin hood and connecting culverts, including all incidentals and appurtenances; per basin, \$120.00

The time allowed for the completion of the work and full performance of the contract will be Twenty (20) working days.
The amount of security required will be Two Hundred and Forty Dollars (\$240.00).

NO. 2. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING SEWER BASINS AT THE NORTHEAST AND NORTHWEST CORNERS OF NEW JESSEY AND HEGEMAN AVENUES.

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 hood and connecting culverts, including all incidentals and appurtenances; per basin, \$150.00

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 Fifty Dollars (\$150.00).

NO. 3. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING SEWER BASINS ON WILLIAMS AVENUE, AT THE NORTHEAST AND NORTHWEST CORNERS OF VIENNA AVENUE.

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 hood and connecting culverts, including all inci-

dentials and appurtenances; per basin, \$115.00..... \$230.00

The time allowed for the completion of the work and full performance of the contract will be Twelve (12) working days.

The amount of security required will be One Hundred and Fifteen Dollars (\$115.00).

NO. 4. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER BASIN ON THE WEST SIDE OF WEST STREET, ABOUT 45 FEET NORTH OF 38TH STREET.

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

One (1) sewer basin complete, of either standard design, with iron pans or grating, iron basin hood and connecting culvert, including all incidentals and appurtenances, per basin, \$175.00..... \$175.00

The time allowed for the completion of the work and full performance of the contract will be Twelve (12) working days.

The amount of security required will be Eighty Dollars (\$80.00).

The foregoing Engineer's preliminary estimates of the total cost for the completed work are to be taken as the 100 per cent. basis and test for bidding. Proposals shall state a single percentage of such 100 per cent. (such as 95 per cent., 100 per cent. or 105 per cent.) for which all materials and work called for in the proposed contract and the notices to bidders are to be furnished to the City. Such percentage as bid for this contract shall apply to all unit items specified in the Engineer's preliminary estimate to an amount necessary to complete the work described in the contract.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Bureau of Sewers, 215 Montague st., Borough of Brooklyn.

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

BOARD OF ESTIMATE AND APPORTIONMENT.

Notice of Public Hearing.

FRANCHISE MATTERS.

PUBLIC NOTICE IS HEREBY GIVEN THAT the public hearing, in accordance with the provisions of Sections 525 and 527 of the Greater New York Charter, of all persons interested, in order that this Board may determine whether, in its opinion, the electrical conductors in White Plains Road between Gun Hill Road and 242nd Street, and in Gun Hill Road between Westchester Avenue and the Boston Post Road, shall be placed underground, which hearing was, by resolution adopted July 30, 1914, fixed for September 21, 1914, and was continued from time to time until April 30, 1915, when it was continued until June 25, 1915, was continued until September 17, 1915, at ten o'clock A. M., in Room 16, City Hall, Borough of Manhattan, at which time and place all persons interested will be afforded an opportunity to appear and be heard.

JAMES D. MCGANN, Assistant Secretary, Room 1307, Municipal Building, Telephone, 4560 Worth.

Dated, New York, June 25, 1915.
[28, 17, 16, 8, 12, 15, 19, 22, 26, 29, Aug 2, 5, 9, 12, 16, 19, 23, 26, 30, Sept 7, 9]

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

Whereas, The Brooklyn, Queens County and Suburban Railroad Company has, under date of September 19, 1907, made application to this Board for a 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 Metropolitan Avenue, from Dry Harbor Road to Jamaica Plank Road, Borough of Queens; and Whereas, Section 172 of the Railroad Law and Sections 72, 73 and 74 of the Greater New York Charter, as amended by Chapters 629 and 630 of the Laws of 1905, and Chapter 467 of the Laws of 1914, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws, this Board adopted a resolution on October 18, 1907, fixing the date for a public hearing thereon as November 15, 1907, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in the "Brooklyn Daily Eagle" and the "Brooklyn Citizen," newspapers designated by the Mayor, and in the City Record for ten (10) days immediately prior to the date of hearing, and the public hearing was duly held on such day; and

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

Resolved, That the following form of resolution for the grant of a franchise or right applied for by the Brooklyn, Queens County and Suburban Railroad 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 Brooklyn, Queens County and Suburban Railroad 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 and executed in duplicate this day of _____, 1915, by and between THE CITY OF NEW YORK (hereinafter called the City), party of the first part, by the Mayor of said City, acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and the BROOKLYN, QUEENS COUNTY AND SUBURBAN RAILROAD COMPANY (hereinafter called the Company), part 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 street surface railway as an extension to its existing railway, with the necessary wires and equipment, for the purpose of conveying persons and property in the Borough of Queens, in The City of New York, upon the following route, to wit:

Beginning at and connecting with the existing tracks of the Company in Metropolitan Avenue at or near its intersection with Dry Harbor Road; thence easterly in and upon Metropolitan

avenue to its intersection with Jamaica Plank Road in the former Village of Jamaica, and there connecting with the existing tracks of the Company in said Jamaica Plank Road.

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 the proposed Extension in the routes of the Brooklyn, Queens County and Suburban Railroad, in the Borough of Queens, to accompany petition to the Board of Estimate and Apportionment, dated Sept. 19, 1907," signed and approved by T. S. Williams, vice-president, and W. S. Menden, chief 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.

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

First—The consent in writing of the owners of half in value of the property bounded on said streets and avenues to the construction and operation of said railway shall be obtained by the Company within six (6) months from the signing of this contract by the Mayor, and a copy of such consents shall be filed with the Board within such time, or, in the event that such consents cannot be obtained within such time, the Company shall, within said six (6) months, or within one (1) month thereafter, make application to the Appellate Division of the Supreme Court for the appointment of Commissioners in the manner provided by the Railroad Law, to determine if said railway ought to be constructed; otherwise this grant shall cease and determine.

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

No allowance shall be made to the Company in such valuation by reason of the fact that the Company has exercised the said franchise for a period of twenty-five (25) years.

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 persons selected in the following manner:

One disinterested person shall be chosen by the Board; one disinterested person shall be chosen by the Company; these two shall choose a third disinterested person, 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 Five hundred dollars (\$500) in cash within three (3) months after the date upon 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 be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than three thousand two hundred dollars (\$3,200).

During the second term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than five thousand six hundred dollars (\$5,600).

During the third term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than five thousand nine hundred dollars (\$5,900).

During the fourth term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than six thousand one hundred and eighty-four dollars (\$6,184).

During the remaining term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than six thousand four hundred and eighty-four dollars (\$6,484).

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 por-

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

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.

The right of deduction, under Section 48 of the Tax Law, of all or any portion of the annual payments hereunder required to be made, from the tax on the assessment of the special franchise, which includes the franchise granted by this contract, as fixed by the State Tax Commission, is hereby waived by the Company, except from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment.

In order to ascertain said right to deduct all or any portion of the annual payments hereunder required, under Section 48 of the Tax Law, from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment, the following method shall be adopted:

1. Either party may request from the State Tax Commission a certificate stating what portion of any special franchise assessment constitutes the value of the intangible and tangible property, respectively, included in said special franchise assessment and such certificate shall be final and conclusive, in case the assessment is not under review on certiorari, and if the assessment is under review the final judgment of the Court shall be taken.

2. If, in any year, the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paying and repairing of pavement) and exclusive of any payments herein required, are equal to or in excess of said special franchise tax on that portion of the assessment which represents the value of the total intangible property of the company, then and in that event the company shall not be entitled to have deducted, under Section 48 of the Tax Law, any payments made under the terms of this contract.

3. If the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in Section 48 of the Tax Law (excepting for paying and repairing of pavement) and exclusive of the payments herein provided for, are less than the tax on that portion of the special franchise assessment which represents the value of the total intangible property of the company, then any and all annual payments provided for herein shall be a proper deduction from any balance of the tax on said special franchise assessment which represents the value of the intangible property of said company, but only to the extent of said balance.

4. If, however, Section 48 of the Tax Law shall, during the term of this contract, be repealed, or if the Tax Law shall, during the term of this contract, be so amended that no provision shall be made for the deductions of payments such as provided for in Section 48 of the Tax Law, or be so amended that no provision shall be made for the assessment of the intangible special franchise of the company, then and in that event no payment hereunder shall thereafter be deducted from the tax upon any property of the company.

Fourth—The annual charges or payments shall continue throughout the whole term of this contract, whether original or renewal, notwithstanding any clause in any statute or in the charter of any other railway or railroad company, providing for payment for railway or railroad rights or franchises at a different rate, and no assignment, lease or sublease of the rights or privileges hereby granted, whether original or renewal, or of any part thereof, or of any of the routes mentioned herein, or of any part thereof, shall be valid or effectual for any purpose, unless the said assignment, lease or sublease shall contain a covenant on the part of the assignee or lessee that the same is subject to all the conditions of this contract; and that the assignee or lessee assumes and will be bound by all of said conditions, and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or its charter, and that it will not claim by reason thereof or otherwise exemption from liability to perform each and all of the conditions of this contract.

Fifth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any other corporation or to any individual a similar right or privilege upon the same or other terms and conditions over the route herebefore described, and the Company shall not at any time oppose, but shall consent to the construction and operation of any street surface railway by any such other corporation or individual which may receive a franchise therefor from the City, and which may necessitate the use of any portion of the railway which shall be constructed or operated by the Company pursuant to this contract; provided, however, that nothing in this clause contained shall entitle the Company from appearing before the Board and being heard on any application for rights upon or along said route.

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

At the expiration of ninety (90) days after the giving of such notice, such individual or corporation shall have the right to begin the operation of cars upon the tracks of the Company upon the route, or any portion thereof, over which such corporation or individual may receive a right or privilege, and to use thereof the tracks, equipment, power and all other property of the Company which shall be necessary in the operation of the cars of such individual or corporation upon the tracks of the Company, and shall have the right to continue such operation and use of such property during the term of this contract or until the right to use such property under the terms of the franchise or right granted said corporation or individual by the City shall expire, provided such expiration is prior to the expiration of this contract or any renewal thereof; but such corporation or individual shall, before beginning such operation, give a good and sufficient bond to the Company guaranteeing the payment of any sum or sums which such corporation or individual may be required to pay to the Company for the use of its property. Provided, however, that the Board shall be the judge as to whether the bond is good and sufficient, in case there is a dispute with respect thereto between the Company and such corporation or individual. Such corporation or individual shall pay to the Company for the right to use such tracks, equipment, power and other property above described such sum or sums as may be agreed upon in writing by such corporation or individual and the Company within said ninety (90) days, or in the event that such agreement cannot be reached within said ninety (90) days, such sum or sums as shall be determined in the manner hereinafter provided for.

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

One disinterested person shall be chosen by the Company; one disinterested person shall be chosen by such corporation or individual; and the two so chosen shall choose a third disinterested person. The decision under oath of any two of said persons who shall be so selected shall be final and conclusive, but the amount or amounts determined by said arbitrators shall not be less with due regard to the extent and duration of use than shall be sufficient to cover the proportionate cost of the tracks, wires and other equipment or structures used, including paving and additions and betterments thereto and of the proportionate current expenses of maintenance, depreciation and renewal, of regulation of traffic, of removal of snow and ice, of the sprinkling of streets, of the use of power and of the performance of such other duties and obligations as are imposed upon the Company in respect to the said railway, other than the payments to the City pursuant to this contract.

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

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

If either party fails to appoint an arbitrator as herein provided, or should the first two arbitrators fail to agree on the selection of a third arbitrator within thirty (30) days after the expiration of said ninety (90) days, or if no two of said arbitrators so selected agree upon the sum or sums to be paid by such individual or corporation within sixty (60) days after they shall have been so selected, then such sum or sums shall be fixed by the Appellate Division of the Supreme Court, Second Department, upon the application of either party, and the decision of that court shall be final. In the event that said Appellate Division of the Supreme Court, Second Department, should decline to assume jurisdiction in the matter, then and in such event such sum or sums shall be fixed by the Board, and such fixation by the Board shall be final and conclusive.

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 title thereto, or right, interest or property therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company or by operation of law, whether under the provisions of the statutes relating to the consolidation or merger of corporations or otherwise, without the consent of the City, acting by the Board, evidenced by an instrument under seal, anything herein contained to the contrary thereof in anywise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Seventh—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination or forfeiture of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, should such dissolution result in the discontinuance of the operation of the railway hereby authorized, 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 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 copies of the consents of the property owners are filed with the Board, or from the date of the order of the Appellate Division of the Supreme Court, made pursuant to Section 174 of the Railroad Law, confirming the determination of the commissioners appointed thereunder that such railway ought to be constructed, and shall complete the construction and place the same in full operation within six (6) months from the date of filing such consents or the date of such order, otherwise this right shall cease and determine and all sums paid 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 or 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 Queens, or by any other motive power, except locomotive steam power or horse-power, which may be approved by the Board and consented to by the abutting property owners, in accordance with the provisions of law, and by the Public Service Commission for the First District of the State of New York.

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 conduits 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 unless a rate of fare in excess of five (5) cents may be lawfully charged therefor.

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

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

The rate for the carrying of such property over the said railway upon the cars of the Company shall in all cases be reasonable in amount, subject to the control of the Board, and may be fixed by the Board after notice to the Company and a hearing had thereon, and when so fixed such rates shall be binding upon the Company, and no greater sums shall be charged for such service than provided for by it.

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

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

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

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

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

Nineteenth—The Company, 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, when and as often as directed so to do by the President of the Borough, sprinkle the pavement or space between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof. The water necessary for such purpose shall be furnished free of charge by the City.

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 President of the Borough of Queens, 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 the street or avenue, the Company shall pave and keep in permanent repair that portion of the surface of the street or avenue in which 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 twenty (20) days' notice to do so from the President of the Borough of Queens, said President may make the same at the expense of the Company. And the City shall have the right to change the material or character of the pavement of any street or avenue, and in that event the Company shall be bound to replace such pavement in the manner directed by the proper City 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 sub-surface, 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 1 of each year for the year ending September 30 next preceding, and at any other time, upon request of the Board, which shall state:

1. The amount of stock issued, for cash, for property.
2. The amount paid in as by last report.
3. The total amount of capital stock paid in.
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt as by last report.
7. The total amount of floating debt.
8. The total amount of funded and floating debt.
9. The average rate per annum of interest on funded debt.
10. Statement of dividends paid during the year.
11. The total amount expended for same.
12. The names of the directors elected at the last meeting of the corporation held for such purpose.
13. Location, value and amount paid for real estate owned by the Company, as by last report.
14. Location, value and amount paid for real estate now owned by the Company.
15. Number of passengers carried during the year.
16. Total receipts of Company for each class of business.
17. Amounts paid by the Company for damage to persons or property on account of construction and operation.
18. Total expenses for operation, including salaries.

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

Twenty-sixth—The Company shall at all times keep accurate books of account of the gross receipts from all sources within the limits of the City, and shall, on or before November 1 of each year, make a verified report to the Comptroller of the City of the business done by the Company for the year ending September 30 next preceding, in such form as he may prescribe. Such report shall contain a statement of such gross receipts, the total miles in operation within the limits of the City, and the miles of railway constructed and operated under this contract, and such other information as the Comptroller may require. The Comptroller shall have access to all books of the Company for the purpose of ascertaining the correctness of its report, and may examine its officers under oath.

Twenty-seventh—In case of any violation or breach or failure to comply with any of the provisions herein contained, or with any orders of the Board, acting under the 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.

Any false entry in the books of the Company or false statement in the reports to the Comptroller as to a material fact, knowingly made by the Company, shall constitute such a violation or breach or failure to comply with the provisions herein contained as to warrant the forfeiture of the franchise.

Nothing herein contained shall affect in any way the right of the Company to apply to a court of competent jurisdiction for review of any action of the Board forfeiting the franchise or consent herein granted.

Twenty-eighth—If the Company shall fail to give efficient public service at the rates herein fixed, or fail to maintain its structures or equipment, as herein provided, in good condition throughout the whole term of this contract, the Board may give notice to the Company, specifying any default on the part of the Company, and requiring the Company to remedy the same within a reasonable time; and upon failure of the Company to remedy such default within a reasonable time, the Company shall for each day thereafter during which the default or defect remains pay to the City the sum of two hundred and fifty dollars (\$250), as fixed or liquidated damages, or the Board, in case such structures or equipment which may affect the surface of the streets shall not be put in good condition within a reasonable time after notice by the Board as aforesaid, shall have the right to make all needed repairs at the expense of the Company, in which case the Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

Twenty-ninth—The Company shall assume all liability for damages to persons or property occasioned by reason of the construction or operation of the railway authorized by this contract, and it is a condition of this contract that the City shall assume no liability whatsoever to either persons or property on account of the same, and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts or default of the Company.

Thirtieth—This grant is upon the express condition that the Company, within thirty (30) days after the signing of this contract by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of the City the sum of five thousand dollars (\$5,000), either in money or securities, to be approved by him, which fund shall be security for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at the rates herein fixed, the 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 the violation of the provisions relating to these 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 fault, said Board shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure direct the Comptroller to withdraw the amount of such penalty from the security fund, deposited with him. In case of any drafts made upon the security fund, the Company shall, upon ten (10) days' notice, pay to the City a sum sufficient to restore said security fund to the original amount of five thousand dollars (\$5,000), and in default thereof this contract shall be cancelled and annulled at the option of the Board, acting in behalf of the City. No action or proceeding or right under the provisions of this contract shall affect any other legal rights, remedies or causes of action belonging to the City.

These provisions for the recovery of penalties are in addition to the right to forfeit the franchise conferred by Section 2, Twenty-seventh, of this contract.

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

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 its office. Delivery 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.

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

Sec. 4. 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.

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

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

THE CITY OF NEW YORK, By

Mayor. (CORPORATE SEAL)

Attest:, City Clerk. BROOKLYN, QUEENS COUNTY AND SUBURBAN RAILROAD COMPANY, By

President. (SEAL)

Attest:, Secretary.

(Here acknowledge 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 Brooklyn, Queens County and Suburban Railroad 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 in full for at least fifteen (15) days immediately prior to Thursday, August 26, 1915, in the City Record, 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 Brooklyn, Queens County and Suburban Railroad Company, and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolution authorizing such contract, will, at a meeting of said Board to be held in Room 16, City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock a. m., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

Resolved, That a notice of such hearing, stating that copies of the proposed contract and resolution consenting thereto may be obtained by all those interested therein at the Bureau of Franchises, Room 1307, Municipal Building, Centre and Chambers Streets, Borough of Manhattan, shall be published at least twice at the expense of the proposed grantee during the ten (10) days immediately prior to Thursday, August 26, 1915, in the "Brooklyn Daily Eagle" and the "Brooklyn Citizen," the two daily newspapers in which the petition and notice of hearing thereon have been published.

JAMES D. MCGAW, Assistant Secretary, Room 1307, Municipal Building, Telephone, 4560 Worth. Dated, New York, July 29, 1915. a9,26

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

Whereas, The Nassau Electric Railroad Company has, by a petition verified October 10, 1906,

applied to this Board for the grant of the right, privilege and franchise to construct, maintain and operate a street surface railway, as an extension to its existing system, upon and along Eighth Avenue from 39th Street to Bay Ridge Avenue, Borough of Brooklyn; 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, and Chapter 467 of the Laws of 1914, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws, this Board adopted a resolution on October 26, 1906, fixing the date for the public hearing thereon as November 23, 1906, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in the "New York World" and "New York Times," newspapers designated by the Mayor, and in the City Record for ten (10) days immediately prior to the date of hearing, and the public hearing was duly held on such day; and

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

Resolved, That the following form of resolution for the grant of a franchise or right applied for by The Nassau Electric Railroad 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 Nassau Electric Railroad 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 and executed in duplicate this day of, 1915, 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 NASSAU ELECTRIC RAILROAD COMPANY (hereinafter called the Company), party of the second part, WITNESSETH:

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

SECTION 1. The City hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the right and privilege to construct, maintain and operate a double track street surface railway as an extension to its existing railway, with the necessary wires and equipment, for the purpose of conveying persons and property in the Borough of Brooklyn, in The City of New York, upon the following route, to wit:

Beginning at and connecting with the existing tracks of the Company on 39th Street at Eighth Avenue, extending thence southwesterly upon and along Eighth Avenue to Bay Ridge Avenue and there connecting with the existing tracks of the Brooklyn City Railroad Company in Bay Ridge Avenue.

And to cross such other streets and avenues, named and unnamed, as may be encountered in said route.

The said route, with turnouts, switches and crossovers, hereby authorized, is shown upon a map dated May 8, 1912, entitled:

"Nassau Electric R.R. Co. Map showing proposed extension in the route of the Nassau Electric R.R. Co. on Eighth Ave. from 39th St. to Bay Ridge Ave., in the Borough of Brooklyn, City of New York, to accompany the petition to the Board of Estimate and Apportionment, dated October 10th, 1906."

The map is dated May 10th, 1912, and signed and approved by C. D. Meneely, Vice-President, and C. L. Crabbe, Eng. Way and Structure; 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.

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

First—The consent in writing of the owners of half in value of the property bounded on said streets and avenues to the construction and operation of said railway shall be obtained by the Company within six (6) months from the signing of this contract by the Mayor, and a copy of such consents shall be filed with the Board within such time, or, in the event that such consents cannot be obtained within such time, the Company shall, within said six (6) months or within one (1) month thereafter, make application to the Appellate Division of the Supreme Court for the appointment of Commissioners in the manner provided by the Railroad Law in regard to street railroads to determine if said railway ought to be constructed, otherwise this grant shall cease and determine.

Second—The said right to construct, maintain and operate said railway shall be held and enjoyed by the Company from the date upon which this contract is signed by the Mayor until January 1st, 1940, 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.

No allowance shall be made to the Company in such valuation by reason of the fact that the Company had exercised the said franchise for a period expiring January 1, 1940.

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

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 structure or equipment which may affect the surface of 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 herein after provided for.

Twenty-ninth—The Company shall assume all liability for damages to persons or property occasioned by the reason of the construction or operation of the railway authorized by this contract, and it is a condition of this contract that the City shall assume no liability whatsoever to either persons or property on account of the same, and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts or default of the Company.

Thirtieth—This grant is upon the express condition that the Company, within thirty (30) days after the signing of this contract by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of the City the sum of twenty-five hundred dollars (\$2,500), either in money or securities to be approved by him, which fund shall be security for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at the rates herein fixed, the repairs of the street pavements, the removal of snow and ice, and the quality of construction of the railway, and the maintenance of the property in good condition throughout the whole term of this contract, and in case of default in the performance by the Company of such terms and conditions, or compliance with such orders, or either or any of them, the City shall have the right to cause the work to be done and the materials to be furnished, 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, wheel guards 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 wheel guards, 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 fault, said Board shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure, direct the Comptroller to withdraw the amount of such penalty from the security fund deposited with him. In case of any drafts made upon the security fund, the Company shall, upon ten (10) days' notice, pay to the City a sum sufficient to restore said security fund to the original amount of twenty-five hundred dollars (\$2,500), 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. These provisions for the recovery of penalties are in addition to the right to forfeit the franchise conferred by Section 2, Twenty-seventh, of this contract.

Thirty-first—This grant of this privilege is subject to whatever right, title or interest the owners of abutting property or others may have in and to the streets and avenues in which the Company is hereby authorized to operate.

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 deemed 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.

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

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

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

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

THE CITY OF NEW YORK, By

Mayor.

[CORPORATE SEAL.]

Attest: _____, City Clerk.
THE NASSAU ELECTRIC RAILROAD COMPANY, By _____, President.

[SEAL.]

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 Nassau Electric Railroad 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, be published in full for at least fifteen (15) days immediately prior to Thursday, August 26, 1915, in the City Record, 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 Nassau Electric Railroad Company and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting a meeting authorizing such contract, will, at a meeting of said Board to be held in Room 16, City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock A. M., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

Resolved, That a notice of such hearing, stating that copies of the proposed contract and resolution consenting thereto may be obtained by all those interested therein at the Bureau of Franchises, Room 1307, Municipal Building, Centre and Chambers Streets, Borough of Manhattan, shall be published at least twice, at the expense of the proposed grantee, during the ten (10) days immediately prior to Thursday, August 26, 1915, in the "New York World" and "New York Times," the two daily newspapers in which the petition and notice of hearing thereon have been published.

JAMES D. MCGANN, Assistant Secretary, Room 1307, Municipal Building. Telephone, 4560 Worth.

Dated, New York, July 29, 1915. a9.26

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

Whereas, The Nassau Electric Railroad Company has, under date of January 29, 1912, applied 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 Atlantic Avenue from Fifth Avenue to Shepherd Avenue, Borough of Brooklyn; 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, and Chapter 467 of the Laws of 1914, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws, this Board adopted a resolution on February 15, 1912, fixing the date for public hearing thereon as March 28, 1912, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in "The Globe" and "Brooklyn Times," newspapers designated by the Mayor, and in the City Record for ten (10) days immediately prior to the date of hearing, and the public hearing was duly held on such day; and

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

Resolved, That the following form of resolution for the grant of a franchise or right applied for by The Nassau Electric Railroad 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 Nassau Electric Railroad 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 and executed in duplicate this _____ day of _____, 1915, 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 NASSAU ELECTRIC RAILROAD COMPANY (hereinafter called the Company), party of the second part, WITNESSETH:

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

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

Beginning at and connecting with the existing tracks of the Company in Atlantic Avenue at or near 5th Avenue; thence in and upon Atlantic Avenue to a point at or near Shepherd Avenue. And to cross such other streets and avenues, named and unnamed, as may be encountered in said route.

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

"Nassau Electric R.R. Co. Map showing proposed extension in the route of the Nassau Electric R.R. Co. on Atlantic Ave. in the Borough of Brooklyn, City of New York, to accompany the petition to the Board of Estimate

and Apportionment. Dated January 29, 1912."—and approved by N. F. Brady, President, and C. L. Crabbe, Engineer Way and Structure, 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 said streets and avenues to the construction and operation of said railway shall be obtained by the Company within six (6) months from the signing of this contract by the Mayor, and a copy of such consent shall be filed with the Board within such time, or in the event that such consents cannot be obtained within such time, the Company shall within said six (6) months or within one (1) month thereafter, make application to the Appellate Division of the Supreme Court for the appointment of Commissioners in the manner provided by the Railroad Law to determine if said railway ought to be constructed; otherwise this grant shall cease and determine.

Second—The said right to construct, maintain and operate said railway shall be held and enjoyed by the Company from the date upon which this contract is signed by the Mayor until January 1, 1940, with the privilege of renewal of said contract for the further period of fifteen (15) years upon a fair revaluation of such right and privilege. No allowance shall be made to the Company in such valuation by reason of the fact that the Company had exercised the said franchise for a period expiring January 1, 1940.

If the Company shall determine to exercise the privilege of renewal it shall make application to the Board, or any authority which shall be authorized by law to act for the City in place of the Board. Such application shall be made at any time not earlier than two (2) years and not later than one (1) year before the expiration of the original term of this contract. The determination of the revaluation shall be sufficient if agreed to in writing by the Company and the Board, but in no case shall the annual rate of compensation to the City be fixed at a less amount than the sum required to be paid during the last year prior to the termination of the original term of this contract.

If the Company and the Board shall not reach such agreement on or before the day one (1) year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding fifteen (15) years shall be reasonable, and either the City (by the Board) or the Company shall be bound upon request of the other to enter into a written agreement with each other fixing the rate of such compensation at such amount as shall be reasonable, but in no case shall the annual rate so fixed be less than the sum required to be paid for the last year prior to the termination of the original term of this contract, and if the parties shall not forthwith agree upon what is reasonable, then the parties shall enter into a written agreement fixing such annual rate and at such amount as shall be determined by three disinterested persons selected in the following manner:

One disinterested person shall be chosen by the Board; one disinterested person shall be chosen by the Company; these two shall choose a third disinterested person, 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 five hundred dollars (\$500) in cash within three (3) months after the date on which this contract is signed by the Mayor, and before anything is done in exercise of the privilege granted.

(b) During the first term of five (5) years, an annual sum which shall be equal to three (3) per cent. of its gross annual receipts, but which sum shall not be less than Six thousand dollars (\$6,000).

During the second term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than Seven thousand five hundred dollars (\$7,500).

During the third term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than Eight thousand two hundred and fifty dollars (\$8,250).

During the fourth term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than Nine thousand one hundred dollars (\$9,100).

During the remaining term, expiring January 1, 1940, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than Ten thousand dollars (\$10,000).

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.

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.

The amount of deduction, under Section 48 of the Tax Law, of all or any portion of the annual payments herein required to be made, from the tax on the assessment of the special franchise, which includes the franchise granted by

this contract, as fixed by the State Tax Commission, is hereby waived by the Company, except from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment.

In order to ascertain said right to deduct all or any portion of the annual payments herein required, under Section 48 of the Tax Law, from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment, the following method shall be adopted:

1. Either party may request from the State Tax Commission a certificate stating what portion of any special franchise assessment constitutes the value of the intangible and tangible property, respectively, included in said special franchise assessment, and such certificate shall be final and conclusive, in case the assessment is not under review on certiorari, and if the assessment is under review the final judgment of the Court shall be taken.

2. If, in any year, the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of any payments herein required, are equal to or in excess of said special franchise tax on that portion of the assessment which represents the value of the total intangible property of the company, then and in that event the company shall not be entitled to have deducted, under Section 48 of the Tax Law, any payments made under the terms of this contract.

3. If the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in Section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of the payments herein provided for, are less than the tax on that portion of the special franchise assessment which represents the value of the total intangible property of the company, then any and all annual payments provided for herein shall be properly deducted from any balance of the tax on said special franchise assessment which represents the value of the intangible property of said company, but only to the extent of said balance.

4. If, however, Section 48 of the Tax Law shall, during the term of this contract, be repealed, or if the Tax Law shall, during the term of this contract, be so amended that no provision shall be made for the deductions of payments such as provided for in Section 48 of the Tax Law, or be so amended that no provision shall be made for the assessment of the intangible special franchise of the company, then and in that event no payment hereunder shall thereafter be deducted from the tax upon any property of the company.

Fourth—The annual charges or payments shall continue throughout the whole term of this contract (whether original or renewal), notwithstanding any clause in any statute or in the charter of any other railway or railroad company providing for payment for railway or railroad rights or franchises at a different rate, and no assignment, lease or sublease of the rights or privileges hereby granted (whether original or renewal), or of any part thereof, or of any of the routes mentioned herein, or of any part thereof, shall be valid or effectual for any purpose unless the said assignment, lease or sublease shall contain a covenant on the part of the assignee or lessee that the same is subject to all the conditions of this contract, and that the assignee or lessee assumes and will be bound by all of said conditions, and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or its charter, and that it will not claim by reason thereof or otherwise exemption from liability to perform each and all of the conditions of this contract.

Fifth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any other corporation or to any individual a similar right or privilege upon the same or other terms and conditions over the route hereinbefore described, and the Company shall not at any time oppose, but shall consent to the construction and operation of any street surface railway by any such other corporation or individual which may receive a franchise therefor from the City, and which may necessitate the use of any portion of the railway which shall be constructed or operated by the Company pursuant to this contract; provided, however, that nothing in this clause contained shall estop the Company from appearing before the Board and being heard on any application for rights upon or along said route; and provided further that nothing herein contained shall be construed as being a waiver on the part of the Company, either in its own corporate capacity, or as claiming under the Long Island Railroad Company, of the right to test by court proceedings brought against the City prior to but not after the granting of a new franchise to such other corporation or individual as aforesaid, the claim of either of said Companies that the City has no legal right to grant to any other company or individual a franchise or right to operate a railway or railroad in the portion of Atlantic Avenue in which the Company is herein authorized to operate a railway, because of the existence of a certain tripartite agreement, dated April 10, 1855, between the Brooklyn and Jamaica Railroad Company, party of the first part, the Long Island Railroad Company, party of the second part, and the City of Brooklyn, party of the third part.

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

At the expiration of ninety (90) days after the giving of such notice, such individual or corporation shall have the right to begin the operation of cars upon the tracks of the Company upon the route, or any portion thereof, over which such corporation or individual may receive a right or privilege, and to use therefor the tracks, equipment, power and all other property of the Company which shall be necessary for the operation of the cars of such individual or corporation upon the tracks of the Company, and shall have the right to continue such operation and use of such property during the term of this contract or until the right to use such property under the terms of the franchise or right granted said corporation or individual by the City shall expire, provided such expiration is prior to the expiration of this contract or any renewal thereof, but such corporation or individual shall, before beginning such operation, give a good and sufficient bond to the Company guaranteeing the payment of any sum or sums which such corporation or individual may be required to pay to the Company for the use of its property. Provided, however, that the Board shall be the judge as to whether the bond is good and sufficient, in case there is a dispute with respect thereto between the Company and such corporation or individual. Such corporation or individual shall pay to the Company for the right to use such tracks, equipment, power and other property above described such sum or sums as may be agreed upon in writing by such

corporation or individual and the Company within said ninety (90) days, or in the event that such agreement cannot be reached within said ninety (90) days such sum or sums as shall be determined in the manner hereinafter provided for.

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

One disinterested person shall be chosen by the Company; one disinterested person shall be chosen by such corporation or individual and the two so chosen shall choose a third disinterested person. The decision under oath of any two of said persons who shall be so selected shall be final and conclusive, but the amount or amounts determined by said arbitrators shall not be less with due regard to the extent and duration of use than shall be sufficient to cover the proportionate cost of the tracks, wires and other equipment or structures used, including paving and additions and betterments thereto and of the proportionate current expenses of maintenance, depreciation and renewal of regulation of traffic, of removal of snow and ice, of the sprinkling of streets, of the use of power and of the performance of such other duties and obligations as are imposed upon the Company in respect to the said railway, other than the payments to the City pursuant to this contract.

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

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

If either party fails to appoint an arbitrator as herein provided, or should the first two arbitrators fail to agree on the selection of a third arbitrator within thirty (30) days after the expiration of said ninety (90) days, or if no two of said arbitrators so selected agree upon the sum or sums to be paid by such individual or corporation within sixty (60) days after they shall have been so selected, then such sum or sums shall be fixed by the Appellate Division of the Supreme Court, Second Department, upon the application of either party, and the decision of that court shall be final. In the event that said Appellate Division of the Supreme Court, Second Department, should decline to assume jurisdiction in the matter, then and in such event such sum or sums shall be fixed by the Board, and such fixation by the Board shall be final and conclusive.

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 or forfeiture of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, should such dissolution result in the discontinuance of the operation of the railway hereby authorized, 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 copies of 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 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 apparatus, 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 Brooklyn 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.

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 conduits 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. 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 unless a rate of fare in excess of five (5) cents may be lawfully charged therefor.

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

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

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

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

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

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

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

Twentieth—The Company, if it so elects, within thirty (30) days after this contract is signed by the Mayor, may, during the pleasure of the Board, occupy for the purpose of its railway herein authorized, except as hereinafter provided, portions of Atlantic avenue as follows:

(a) From the easterly side of 5th avenue to the westerly side of Bedford avenue, a strip approximately twenty-six (26) feet in width centering in the center of said Atlantic avenue;

(b) From the easterly side of Nostrand avenue to the westerly side of Ralph avenue, a strip approximately twenty-eight (28) feet in width centering in the center of the said Atlantic avenue;

(c) From the easterly side of Dewey place to the westerly side of Eastern parkway, a strip approximately twenty-six (26) feet in width centering in the center of said Atlantic avenue;

(d) From the easterly side of Alabama avenue to a point at or near Shepherd avenue, a strip approximately thirty-two (32) feet in width centering in the center of said Atlantic avenue.

The Company may, within the above described limits, construct raised curbs separating the adjacent roadways of said Atlantic avenue from the space thus occupied by the railway herein authorized, except where streets intersect or connect with said Atlantic avenue on either side thereof, at which intersections and connections openings through such curbed space shall be provided and maintained as roadway area, the extent of such roadway area to be determined by the President of the Borough of Brooklyn.

If the Company so elects to construct the curbs as above, then it shall also at its own expense furnish all the material and do all the work necessary to

(a) Construct curbs, adjacent to the said roadway areas at points where streets intersect and connect with said Atlantic avenue, thus providing raised curbs surrounding all spaces thus occupied by the railway not used as a roadway;

(b) Remove the curbs which now exist on Atlantic avenue separating the space in the center from the roadways thereof, the position of which does not conform to the position of the curbs necessary to form the curbed areas which may be occupied by the railway as herein described.

(c) Pave with such pavements as may be prescribed by the President of the Borough of Brooklyn the areas added to the existing roadway by the removal of said curbs and the construction of curbs above described, all of which work shall be done within six (6) months from the date on which this contract is signed by the Mayor, provided that such period may be extended by the Board.

If the Company does not so elect to construct curbs separating such areas from the roadways of said Atlantic avenue, as herein permitted, or fails within the time herein provided to do all the work required of it in the event

that it does so elect to construct said curbs, then it shall, at its own expense, furnish all the material and do all the work necessary to

(a) Remove all existing curbs in the central portion of Atlantic avenue, and

(b) Pave the entire portion of the roadway of Atlantic avenue not now paved, between the easterly side of 5th avenue and a point at or near Shepherd avenue, under the supervision of the President of the Borough of Brooklyn, and in such manner as he may prescribe; such work to be done within nine (9) months from the date on which this contract is signed by the Mayor. In case the Company fails to do such work within such time, said President may furnish the material and do such work, all at the expense of the Company.

It is hereby agreed that the right to maintain such raised curbs, or any portion of the same, may at any time during the existence of this contract be revoked by resolution of the Board. Upon the adoption of such resolution by the Board the Company shall discontinue the maintenance of such curbs for which the right shall have been revoked by said resolution, and shall within six (6) months thereafter remove such curbs and pave the space theretofore surrounded by curbs in accordance with the specifications and under the supervision of the President of the Borough of Brooklyn. Thereafter the Company shall keep in permanent repair that portion of the surface of Atlantic avenue which lies 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 President of the Borough of Brooklyn, and in such manner as he may prescribe and upon the provisions hereinafter provided for the repair and maintenance of pavement.

Twenty-first—The Company shall at its own expense furnish all material for and do all work necessary to change the position of the existing curb adjacent to the sidewalk and widen and install additional pavement in the roadways of Atlantic avenue, in order to conform to any resolution of the Board adopted either before or after the execution of this contract, changing the width of roadways and sidewalks from those now existing, for the purpose of providing an adequate roadway capacity in the following portion of said avenue:

(a) From the westerly line of Bedford avenue to a point approximately fifty (50) feet easterly from the easterly line of Nostrand avenue;

(b) From a point approximately one hundred (100) feet westerly from the westerly line of Ralph avenue to a point approximately fifty (50) feet easterly from the easterly side of Dewey place;

(c) From the easterly line of Eastern parkway to the westerly line of Alabama avenue, and such work shall be completed in one (1) year from the passage of such resolution.

All work done or material furnished hereunder shall conform with the specifications for the same provided by the President of the Borough of Brooklyn. In case the Company fails to do such work within such time, said President may furnish the material and do the work, all at the expense of the Company.

Twenty-second—As long as said railway, or any portion thereof, remains in said Atlantic avenue the Company shall

(a) Pave and keep in permanent repair that portion of the surface of said Atlantic avenue which shall be used as a roadway between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof;

(b) Provide a suitable surface and maintain the same, whether pavement or otherwise, upon the entire curbed area herein permitted if such curbs are constructed; and

(c) Maintain the curbs which may surround said curbed areas, all of which work shall be done in accordance with the specifications of and under the supervision of the President of the Borough of Brooklyn and whenever required by him to do so, and in such manner as he may prescribe.

In case of the neglect of the Company to make, maintain or repair such pavement, provide, maintain or repair the surface of such curbed areas or to maintain or repair such curbs after the expiration of twenty (20) days' notice to do so from the President of the Borough of Brooklyn, said President may furnish the material and do such work, all at the expense of the Company, and the City shall have the right to change the material or character of the pavement of said Atlantic avenue or of the surface of said curbed areas, or of said curbs surrounding said curbed areas, or any portion of the same, and in that event the Company shall be bound to replace such pavement, such surface within such curbed areas and such curbs in the manner directed by the President of the Borough of Brooklyn, at its own expense, and the provisions as to repairs herein contained shall apply to such renewed or altered pavement, surface or curbs.

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 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-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. Any false entry in the books of the Company or false statement in the reports to the Comptroller as to a material fact knowingly made by the Company shall constitute such a violation or breach or failure to comply with the provisions herein contained as to warrant the forfeiture of the franchise.

Nothing herein contained shall affect in any way the right of the Company to apply to a court of competent jurisdiction for review of any action of the Board forfeiting the franchise or consent herein granted.

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 the 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.

Thirtieth—The Company shall assume all liability for damages to persons or property occasioned 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 the Company, within thirty (30) days after the signing of this contract by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of the City the sum of ten thousand dollars (\$10,000), either in money or securities, to be approved by him, which fund shall be security for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board, acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at the rates herein fixed, the 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, heating and lighting of cars, fenders and wheelguards, the Company shall pay a penalty of fifty dollars (\$50) per day for each day of violation, and the further sum of ten dollars (\$10) per day for each car that shall not be properly heated, lighted or supplied with fenders or wheelguards, in case of 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 fault, said Board shall forthwith impose the prescribed penalty, or, where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure, direct the Comptroller to withdraw the amount of such penalty from the security fund deposited with him. In case of any drafts made upon the security fund, the Company shall, upon ten (10) days' notice, pay to the City a sum sufficient to restore said security fund to the original amount of ten thousand dollars (\$10,000), and, in default thereof, this contract shall be cancelled and annulled at the option of the Board, acting in behalf of the City.

No action or proceeding or right under the provisions of this contract shall affect any other legal rights, remedies or causes of action belonging to the City. These provisions for the recovery of penalties are in addition to the right to forfeit the franchise conferred by Section 2, Twenty-eighth, of this contract.

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 Company hereby agrees to discontinue the use of the existing tracks of the Company on the southerly side of Atlantic avenue, between Fort Greene place and Washington avenue, during the term of this contract, and remove the same within thirty (30) days after the portion of the railway hereby authorized between said Fort Greene place and Washington avenue shall be put in operation, but nothing in this contract shall be construed as affecting in any way the franchise to operate upon the southerly side of Atlantic avenue, between said Fort Greene place and Washington avenue, owned by the Company and granted to the Atlantic Avenue Railroad Company of Brooklyn by a resolution of the Common Council on December 20, 1880.

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 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, thereunto duly authorized, has caused 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.

Attest: THE NASSAU ELECTRIC RAILROAD COMPANY,

[SEAL] , President.

Attest: , Secretary.

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

Resolved, That these preambles and resolutions, including the said resolution for the grant of a franchise or right applied for by The Nassau Electric Railroad 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 in full for at least fifteen (15) days immediately prior to Thursday, August 26, 1915, in the City Record, 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 Nassau Electric Railroad Company and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolution authorizing such contract, will, at a meeting of said Board to be held in Room 16, City Hall, Borough of Manhattan, City of New York, on Thursday, August 26th, 1915, at 10 o'clock a. m., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

Resolved, That a notice of such hearing, stating that copies of the proposed contract and resolution consenting thereto, may be obtained by all those interested therein at the Bureau of Franchises, Room 1307, Municipal Building, Centre and Chambers Streets, Borough of Manhattan, shall be published at least twice, at the expense of the proposed grantee, during the ten (10) days immediately prior to Thursday, August 26, 1915, in "The Globe" and "Brooklyn Times," the two daily newspapers in which the petition and notice of hearing thereon have been published.

JAMES D. McGANN, Assistant Secretary,
Room 1307, Municipal Building, Telephone, 4566
Worth.

Dated, New York, July 29, 1915. a9,26

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

Whereas, The Brooklyn City Railroad Company has, by a petition dated September 18, 1914, applied to this Board for the grant of the right, privilege and franchise to construct, maintain and operate a street surface railway as an extension to its existing system upon and along Fresh Pond Road from the intersection of the existing street surface railway tracks on said road with the tracks of the so-called Lutheran Cemetery Line, to and connecting with the existing tracks of the Company on Myrtle Avenue, Borough of Queens; and

Whereas, Section 172 of the Railroad Law, and Sections 72, 73 and 74 of the Greater New York Charter, as amended by Chapters 629 and 630 of the Laws of 1905, and Chapter 467 of the Laws of 1914, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws, this Board adopted a resolution on October 2, 1914, fixing the date for the public hearing thereon as October 30, 1914, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in the "Brooklyn Daily Eagle" and the "New York Tribune," newspapers designated by the Mayor, and in the City Record for ten (10) days immediately prior to the date of hearing, and the public hearing was duly held on such day; and

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

Resolved, That the following form of resolution for the grant of a franchise or right applied for by The Brooklyn City Railroad 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 Brooklyn City Railroad 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, and executed in duplicate, this day of 191 , by and between THE CITY OF NEW YORK (hereinafter called the City), party of the first part, by the Mayor of said City, acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and THE BROOKLYN CITY RAILROAD COMPANY (hereinafter called the Company), party of the second part, witness as follows:

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 street surface railway as an extension to its existing railway with the necessary wires and equipment, for the purpose of conveying persons and property in the Borough of Queens, in the City of New York, upon the following route, to wit:

Beginning at and connecting with the existing tracks of the Company in Fresh Pond Road at or near the intersection of said tracks with the tracks of the so-called Lutheran Cemetery Line of said Company; thence in, upon and along Fresh Pond Road to and connecting with existing tracks of the Company in Myrtle Avenue.

And to cross such other streets and avenues, named and unnamed, as may be encountered in said route;

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

"The Brooklyn City R. R. Co. Map showing proposed extension in the route of the Brooklyn City R. R. Co. on Fresh Pond Road from the Lutheran Cemetery Line to Myrtle Ave. in the Borough of Queens, City of New York, to accompany petition to the Board of Estimate and Apportionment. Dated, Sept. 18th, 1914."

—and approved by Frank Lyman, President, and C. L. Crabbs, Engineer, Way and Structure; 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.

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

First—The consent in writing of the owners of half in value of the property bounded on said streets and avenues to the construction and operation of said railway shall be obtained by the Company within three (3) months after 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 terminate.

Second—The said right to construct, maintain and operate said railway shall be held and enjoyed by the Company from the date upon which this contract is signed by the Mayor until January 1, 1935, with the privilege of renewal of such contract for the further period of twenty (20) years upon a fair revaluation of such right and privilege. No allowance shall be made to the Company in such valuation by reason of the fact that the Company had exercised the said franchise for a period expiring January 1, 1935.

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 (20) 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 persons selected in the following manner:

One disinterested person shall be chosen by the Board; one disinterested person shall be chosen by the Company; these two shall choose a third disinterested person, 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 five hundred dollars (\$500) in cash within three (3) months after the date on which this contract is signed by the Mayor, and before anything is done in exercise of the privilege hereby granted.

(b) During the first term expiring January 1, 1920, an annual sum which shall be equal to three (3) per cent. of its gross annual receipts, but which sum shall not be less than eight hundred dollars (\$800).

(c) During the second term expiring January 1, 1925, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than one thousand two hundred dollars (\$1,200).

(d) During the third term expiring January 1, 1930, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than one thousand four hundred and fifty dollars (\$1,450).

(e) During the remaining term, expiring January 1, 1935, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than one thousand seven hundred dollars (\$1,700).

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.

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.

The right of deduction, under Section 48 of the Tax Law, of all or any portion of the annual payments herein required to be made, from the tax on the assessment of the special franchise, which includes the franchise granted by this contract, as fixed by the State Tax Commission, is hereby waived by the Company, except from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment.

In order to ascertain said right to deduct all or any portion of the annual payments herein required, under Section 48 of the Tax Law, from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment, the following method shall be adopted:

1. Either party may request from the State Tax Commission a certificate stating what portion of any special franchise assessment constitutes the value of the intangible and tangible property, respectively, included in said special franchise assessment, and such certificate shall be final and conclusive, in case the assessment is not under review on certiorari, and if the assessment is under review the final judgment of the Court shall be taken.

2. If, in any year, the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of any payments herein required, are equal to or in excess of said special franchise tax on that portion of the assessment which represents the value of the total intangible property of the Company, then and in that event the company shall not be entitled to have deducted, under Section 48 of the Tax Law, any payments made under the terms of this contract.

3. If the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in Section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of the payments herein provided for, are less than the tax on that portion of the special franchise assessment which represents the value of the total intangible property of the company, then any and all annual payments provided for herein shall be a proper deduction from any balance of the tax on said special franchise assessment which represents the value of the intangible property of said company, but only to the extent of said balance.

4. If, however, Section 48 of the Tax Law shall, during the term of this contract, be repealed, or if the Tax Law shall, during the term of this contract, be so amended that no provision shall be made for the deductions of payments such as provided for in Section 48 of the Tax Law, or be so amended that no provision shall be made for the assessment of the intangible special franchise of the company, then and in that event no payment hereunder shall thereafter be deducted from the tax upon any property of the company.

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 said conditions, and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or its charter, and that it will not claim by reason thereof or otherwise exemption from liability to perform each and all of the conditions of this contract.

Fifth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any other corporation or to any

individual a similar right or privilege upon the same or other terms and conditions over the route hereinbefore described, and the Company shall not at any time oppose, but shall consent to the construction and operation of any street surface railway by any such other corporation or individual which may receive a franchise therefor from the City, and which may necessitate the use of any portion of the railway which shall be constructed or operated by the Company pursuant to this contract; provided, however, that nothing in this clause contained shall estop the Company from appearing before the Board and being heard on any application for rights upon or along said route.

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

At the expiration of ninety (90) days after the giving of such notice, such individual or corporation shall have the right to begin the operation of cars upon the tracks of the Company upon the route, or any portion thereof, over which such corporation or individual may receive a right or privilege, and to use therefor the tracks, equipment, power and all other property of the Company which shall be necessary in the operation of the cars of such individual or corporation upon the tracks of the Company, and shall have the right to continue such operation and use of such property during the term of this contract until the right to use such property under the terms of the franchise or right granted said corporation or individual by the City shall expire, provided such expiration is prior to the expiration of this contract or any renewal thereof; but such corporation or individual shall, before beginning such operation, give a good and sufficient bond to the Company guaranteeing the payment of any sum or sums which such corporation or individual may be required to pay to the Company for the use of its property. Provided, however, that the Board shall be the judge as to whether the bond is good and sufficient, in case there is a dispute with respect thereto between the Company and such corporation or individual. Such corporation or individual shall pay to the Company for the right to use such tracks, equipment, power and other property above described such sum or sums as may be agreed upon in writing by such corporation or individual and the Company within said ninety (90) days, or in the event that such agreement cannot be reached within said ninety (90) days, such sum or sums shall be determined in the manner hereinafter provided for.

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

One disinterested person shall be chosen by the Company; one disinterested person shall be chosen by such corporation or individual; and the two so chosen shall choose a third disinterested person. The decision under oath of any two of said persons who shall be so selected shall be final and conclusive, but the amount or amounts determined by said arbitrators shall not be less with due regard to the extent and duration of use than shall be sufficient to cover the proportionate cost of the tracks, wires and other equipment or structures used, including paving and additions and betterments thereto and of the proportionate current expenses of maintenance, depreciation and renewal, of regulation of traffic, of removal of snow and ice, of the sprinkling of streets, of the use of power and of the performance of such other duties and obligations as are imposed upon the Company in respect to the said railway, other than the payments to the City pursuant to this contract.

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

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

If either party fails to appoint an arbitrator as herein provided, or should the first two arbitrators fail to agree on the selection of a third arbitrator within thirty (30) days after the expiration of said ninety (90) days, or if no two of said arbitrators so selected agree upon the sum or sums to be paid by such individual or corporation within sixty (60) days after they shall have been so selected, then such sum or sums shall be fixed by the Appellate Division of the Supreme Court, Second Department, upon the application of either party, and the decision of that court shall be final. In the event that said Appellate Division of the Supreme Court, Second Department, should decline to assume jurisdiction in the matter, then and in such event such sum or sums shall be fixed by the Board, and such fixation by the Board shall be final and conclusive.

Sixth—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall the title thereto, or right, interest or property therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company, or by operation of law, whether under the provisions of the statutes relating to the consolidation or merger of corporations or otherwise, without the consent of the City, acting by the Board, evidenced by an instrument under seal, anything herein contained to the contrary thereof in anywise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Seventh—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination or forfeiture of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, should such dissolution result in the discontinuance of the operation of the railway here authorized, 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 three (3) months from the date upon which the copies of 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 Sec. 174 of the Railroad Law confirming the determination of the Commissioners appointed thereunder, that such railway ought to be constructed and shall complete the construction and place the same in full operation within six (6) months from the date of filing such consents or the date of such order, otherwise this right shall cease and determine, and all sums paid, 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 appliances, 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 right hereby granted shall cease and determine.

Tenth—Said railway shall be constructed, maintained and operated subject to the supervision and control of the City authorities, 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 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 right hereby granted shall cease and determine.

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 Queens, or by any other motive power, except locomotive steam power or horse power, which may be approved by the Board, and consented to by the abutting property owners, in accordance with the provisions of law, and by the Public Service Commission for the First District of the State of New York.

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 along the side of the railway. The Company shall provide in such conduits two ducts not less than three (3) inches in diameter for the exclusive use of the City. Such conduits 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 unless a rate of fare in excess of five (5) cents may be lawfully charged therefor.

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

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

The rate for the carrying of such property over the said railway upon the cars of the Company shall in all cases be reasonable in amount, subject to the control of the Board and may be fixed by the Board after notice to the Company and a hearing had thereon, and when so fixed such rates shall be binding upon the Company and no greater sums shall be charged for such service than provided for by it.

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

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

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

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

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, when and as often as directed so to do by the President of the Borough, sprinkle the pavement or space between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof. The water necessary for such purpose shall be furnished free of charge by the City.

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, and provided, however, that the Company shall, at the option of the President of the Borough, 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 twenty (20) days' notice to do so from the President of the Borough, 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 sub-surface 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 the Company to construct and operate the 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 1 of each year for the year ending September 30 next preceding, and at any other time, upon request of the Board, which shall state:

1. The amount of stock issued, for cash, for property.
2. The amount paid in as by last report.
3. The total amount of capital stock paid in.
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt as by last report.
7. The total amount of floating debt.
8. The total amount of funded and floating debt.
9. The average rate per annum of interest on funded debt.
10. Statement of dividends paid during the year.
11. The total amount expended for same.
12. The names of the directors elected at the last meeting of the corporation held for such purpose.
13. Location, value and amount paid for real estate owned by the company as by last report.
14. Location, value and amount paid for real estate now owned by the company.
15. Number of passengers carried during the year.
16. Total receipts of company for each class of business.
17. Amounts paid by the company for damage to persons or property on account of construction and operation.
18. Total expenses for operation, including salaries.

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

Twenty-sixth—The Company shall at all times keep accurate books of account of the gross receipts from all sources within the limits of the City, and shall, on or before November 1 of each year, make a verified report to the Comptroller of the City of the business done by the Company, for the year ending September 30 next preceding, in such form as he may prescribe. Such report shall contain a statement of such gross receipts, the total miles in operation within the limits of the City and the miles of railway constructed and operated under this contract, and such other information as the Comptroller may require. The Comptroller shall have access to all books of the Company for the purpose of ascertaining the correctness of its report, and may examine its officers under oath.

Twenty-seventh—In case of any violation or breach or failure to comply with any of the provisions herein contained, or with any orders of the Board acting under the 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. Any false entry in the books of the Company or false statement in the reports to the Comptroller as to a material fact knowingly made by the Company shall constitute such a violation or breach or failure to comply with the provisions herein contained as to warrant the forfeiture of the franchise.

Twenty-eighth—If the Company shall fail to give efficient public service at the rates herein fixed, or fail to maintain its structures and equipment as herein provided in good condition throughout the whole term of this contract, the Board may give notice to the Company specifying any default on the part of the Company, and requiring the Company to remedy the same within a reasonable time; and upon failure of the Company to remedy such default within a reasonable time, the Company shall, for each day thereafter during which the default or defect remains, pay to the City the sum of two hundred and fifty dollars (\$250) as fixed or liquidated damages, or the Board, in case such structures or equipment which may affect the surface of the streets shall not be put in good condition within a reasonable time after notice by the Board as aforesaid shall have the right to make all needed repairs at the expense of the Company, in which case the Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

Twenty-ninth—The Company shall assume all liability for damages to persons or property occasioned by reason of the construction or operation of the railway authorized by this contract, and it is a condition of this contract that the City shall assume no liability whatsoever to either persons or property on account of the same, and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts or default of the Company.

Thirtieth—This grant is upon the express condition that the Company, within thirty (30) days after the signing of this contract by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of the City the sum of one thousand seven hundred dollars (\$1,700), either in money or securities, to be approved by him, which fund shall be security for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at the rates herein fixed, the 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, wheel-guards 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, light or supplied with fenders or wheel-guards, 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 fault, said Board shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure direct the Comptroller to withdraw the amount of such penalty from the security fund deposited with him. In case of any drafts made upon the security fund the Company shall, upon ten (10) days' notice, pay to the City a sum sufficient to restore said security fund to the original amount of one thousand seven hundred dollars (\$1,700), and in default thereof this contract shall be cancelled and annulled at the option of the Board, acting in behalf of the City. No action or proceeding or right under the provisions of this contract shall affect any other legal rights, remedies or causes of action belonging to the City. These provisions for the recovery of penalties are in addition to the right to forfeit the franchise conferred by Section 2, Twenty-seventh of this contract.

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 been for any reason become inoperative, shall be mailed in the City, postage prepaid, addressed to the Company at the City. Delivery or mailing of such notice or direction as and when above provided shall be deemed 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.

Thirty-fourth—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.

Sec. 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.

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

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

THE CITY OF NEW YORK, BY
Mayor,
[CORPORATE SEAL]
City Clerk.
THE BROOKLYN CITY RAILROAD COMPANY, BY
President,
[SEAL]
Secretary.

(Here add acknowledgments.)
Resolved, That the results of the inquiry made

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

Resolved, That these preamble and resolutions, including the said resolution for the grant of a franchise or right applied for by The Brooklyn City Railroad Company, and the said form of a proposed contract for the grant of such franchise or right, containing said results of such inquiry, or right, shall be entered in the minutes of this Board, shall be published in full for at least fifteen (15) days immediately prior to Thursday, August 26, 1915, in the City Record, 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 Brooklyn City Railroad Company and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolution authorizing such contract, will, at a meeting of said Board, to be held in Room 16, City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock a. m., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

Resolved, That a notice of such hearing, stating that copies of the proposed contract and resolution consenting thereto may be obtained by all those interested therein at the Bureau of Franchises, Room 1307, Municipal Building, Centre Chambers Street, Borough of Manhattan, shall be published at least twice, at the expense of the proposed grantee during the ten (10) days immediately prior to Thursday, August 26, 1915, in the "Brooklyn Daily Eagle" and "New York Tribune," the two daily newspapers in which the petition and notice of hearing thereon have been published.

JAMES D. MCGANN, Assistant Secretary.
Room 1307, Municipal Building. Telephone, 4560
West.
Dated, New York, July 29, 1915. a9,26

PUBLIC SERVICE COMMISSION.
Invitation to Contractors.
For the Supply of Ballast for Use in the Construction of Rapid Transit Railroads.

Sealed bids or proposals for the supply of ballast for use in the construction of rapid transit railroads will be received by the Public Service Commission for the First District at the office of said Commission at No. 154 Nassau Street, Borough of Manhattan, New York City, until the tenth day of September, 1915, at twelve fifteen (12:15) o'clock p. m., at which time and place or at a later date to be fixed by said Commission, the proposals will be publicly opened.

There are two portions of ballast to be bid upon known as Portion A and Portion B, respectively. If any bidder desires to bid on both portions he shall submit a separate proposal for each portion and the award of the contract or contracts, if made, will be for each portion separately. The ballast to be supplied under the contract for Portion A is known as Class A and Class B ballast and is to be either trap rock or hard limestone. The ballast to be supplied under the contract for Portion B is known as three-inch ballast and is to be either trap rock, hard limestone or field stone. Bids for Portion A must state whether they are for furnishing trap rock or hard limestone and bids for Portion B must state whether they are for furnishing trap rock, hard limestone or field stone.

The ballast is to be delivered in lots. The first lot is to be ready for delivery within sixty days after the delivery of the contract and the remaining lots are to be delivered from time to time as called for and the deliveries are to be completed on or before December 31, 1916, except as otherwise provided in the form of contract.

A fuller description of the ballast and other requirements, provisions and specifications are given in the Information for Contractors and in the form of contract, specifications, bond and Contractor's Proposal, which are to be deemed a part of this invitation and copies of which may be inspected and purchased at said office of said Commission.

The receipt of bids will be subject to the requirements specified in said Information for Contractors.
New York, August 18, 1915.
PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, By EDWARD E. McCALL, Chairman.
TRAVIS H. WHITNEY, Secretary. a24,s10

DEPARTMENT OF CORRECTION.
Proposals.
SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Correction at Municipal Building, Manhattan, until 10 o'clock a. m., on

THURSDAY, AUGUST 26, 1915.
FURNISHING AND DELIVERING CLAMS.
The time for the delivery of the articles, materials and supplies and the performance of the contract is on or before Dec. 31, 1915.

The amount of security required is thirty (30) per cent. of the amount of the bid or estimate. The bidder will state the price for each item or article contained in the specifications or schedules herein contained or hereto annexed, per pound, ton, dozen, gallon, yard or other unit of measure, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the totals and awards made to the lowest bidder on each item.

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

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

Blank forms and further information may be obtained at the office of the Department of Correction, the Borough of Manhattan, Municipal Building, New York City.

KATHARINE BEMENT DAVIS, Commissioner.
Aug. 16, 1915. a16,26
See General Instructions to Bidders, on last page, last column, of the "City Record."

FIRE DEPARTMENT.
Proposals.
SEALED BIDS OR ESTIMATES WILL BE received by the Fire Commissioner at his office, eleven floor, Municipal Building, Manhattan, until 10:30 o'clock a. m., on

TUESDAY, SEPTEMBER 7, 1915.
FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED TO PAINT AND REPAIR FIREBOATS (THREE ITEMS).

The time for the completion of the work and the full performance of the contract is as follows:

Item No. 1—28 working days from the date of order.

Item No. 2—6 working days from date of order.

Item No. 3-8 working days from date of order.
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 for each item.
Blank forms and further information may be obtained at the office of the Fire Department, eleventh floor, Municipal Building, Manhattan.
W. HOLDEN WEEKS, Deputy and Acting Fire Commissioner. a25,47

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

SEALED BIDS OR ESTIMATES WILL BE received by the Fire Commissioner at eleventh floor, Municipal Building, Manhattan, until 10.30 o'clock A. M., on

TUESDAY, SEPTEMBER 7, 1915.
FOR FURNISHING FOUR (4) MOTOR-DRIVEN FUEL WAGONS.

The time for the delivery of the articles, materials and supplies and the performance of the contract is Ninety (90) days.

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 wagon or other unit of measure, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total. The bids will be compared and the contract awarded at a lump or aggregate sum.

Bids for supplies must be submitted in duplicate.

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, eleventh floor, Municipal Building, Manhattan.

W. HOLDEN WEEKS, Deputy and Acting Fire Commissioner. a25,47

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

BELLEVUE AND ALLIED HOSPITALS, DEPARTMENT OF PUBLIC CHARITIES, DEPARTMENT OF HEALTH.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by Bellevue and Allied Hospitals, Dep't of Public Charities, Dep't of Health, at Room 1230, Municipal Building, Borough of Manhattan, City of New York, until 12 o'clock noon on

FRIDAY, AUGUST 27, 1915.
FOR FURNISHING AND DELIVERING HOUSEHOLD WARE (CHINA, GLASSWARE, STONE WARE, PLATED WARE, NICKEL, SILVERWARE, KITCHEN UTENSILS AND ENAMEL WARE).

The time for the performance of the contract is during the period ending Dec. 31, 1915.

The amount of security required is thirty (30) per cent. of the amount of the bid or estimate.

No bid will be considered unless it is accompanied by a deposit. Such deposit shall be in an amount not less than one and one-half (1½) per cent. of the total amount of the bid.

The bidder will state the price per piece, dozen or other designated unit, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read and awards, if made, made to the lowest bidder on each item or class, as stated in the specifications.

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 Room 1230, Municipal Building, Borough of Manhattan.

BOARD OF TRUSTEES, BELLEVUE AND ALLIED HOSPITALS, JOHN W. BRANNAN, M. D., President.

DEPT OF PUBLIC CHARITIES, JOHN A. KINGSBURY, Commissioner.

DEPARTMENT OF HEALTH, S. S. GOLDWATER, M. D., Commissioner. a17,27

See General Instructions to Bidders on last page, last column, of the "City Record," except for the address of the office for receiving and opening bids.

SUPREME COURT—SECOND DEPARTMENT.

Filing Preliminary Abstracts.

SECOND DEPARTMENT.

In the Matter of the Application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands and premises required for the opening and extending of FISK AVENUE, from Woodside Avenue to Grand Street, in the 2nd Ward, Borough of Queens, City of New York, as amended by an order of the Supreme Court, Second Department, dated the 28th day of August, 1913, and entered in the office of the Clerk of the County of Queens on the 4th day of September, 1913, by eliminating the three blocks of Fisk Avenue, between Queens Boulevard and Woodside Avenue, the proceeding as amended to relate to Fisk Avenue, from Grand Street to Queens Boulevard.

The land not required in this proceeding is more particularly bounded and described in the petition attached to the aforesaid order.

NOTICE IS HEREBY GIVEN TO ALL PERSONS interested in the above-entitled proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved and unimproved lands affected thereby, and to all others whom it may concern, to-wit:

First.—That the undersigned, Commissioners of Estimate, have completed their supplemental and amended estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with them at their office, in the Municipal Building, Court House Square, Long Island City, in the Borough of Queens, in The City of New York, on or before the 15th day of September, 1915, and that the said Commissioners will hear parties so objecting, and for that purpose will be in attendance at their said office on the 17th day of September, 1915, at 2 o'clock P. M.

Second.—That the undersigned, Commissioner of Assessment, has completed his supplemental and amended estimate of benefit and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with him at his office, in the Municipal Building, Court House Square, Long Island City, in the Borough of Queens, in The City of New York, on or before the 15th day of September, 1915, and that the said Commissioner will hear parties so objecting, and for that purpose will be in attendance at his said office on the 20th day of September, 1915, at 3 o'clock P. M.

Third.—That the Commissioner of Assessment

has assessed any or all such lands, tenements and hereditaments and premises as are within the area of assessment fixed and prescribed as the area of assessment for benefit by the Board of Estimate and Apportionment on the 20th day of February, 1913, and that the said area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Queens, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point on the prolongation of a line midway between Burrough Avenue and Columbia Avenue as these streets adjoin Vandergift Street where it is intersected by a line bisecting the angle formed by the intersection of the prolongations of the easterly line of Burrough Avenue and the westerly line of Van Tassel Street as these streets adjoin Van Dyke Street, and running thence northwardly along the said line midway between Burrough Avenue and Columbia Avenue and along the prolongations of the said line to the intersection with a line distant 100 feet northerly from and parallel with the northerly line of Queens Boulevard; thence said distance being measured at right angles to Queens Boulevard; thence eastwardly along the said line parallel with Queens Boulevard to the intersection with the prolongation of a line distant 100 feet easterly from and parallel with the easterly line of Ramsey Street as this street is laid out between Adams Street and Monroe Street, the said distance being measured at right angles to Ramsey Street; thence southwardly along the said line parallel with Ramsey Street and along the prolongations of the said line to the intersection with the northerly line of Calamus Avenue; thence southwardly in a straight line to a point on the southerly line of Calamus Avenue distant 100 feet easterly from the easterly line of Ramsey Street, the said distance being measured at right angles to Ramsey Street; thence southwardly and always distant 100 feet easterly from and parallel with the easterly line of Ramsey Street to a point distant 100 feet southerly from the southerly line of Grand Street, the said distance being measured at right angles to Grand Street; thence southwardly and always distant 100 feet southerly from and parallel with the southerly line of Grand Street to the intersection with a line at right angles to Grand Street and passing through a point on its northwesterly side where it is intersected by a line bisecting the angle formed by the intersection of the prolongations of the easterly line of Calamus Avenue and the westerly line of Mueller Street as these streets are laid out between Clinton Avenue and Perry Avenue; thence northwardly along the said line at right angles to Grand Street to the intersection with its northwesterly side; thence northwardly along the said bisecting line to the intersection with a line distant 100 feet northwesterly from and parallel with the northwesterly line of Jay Avenue, as this street adjoins Burrough Avenue, the said distance being measured at right angles to Jay Avenue; thence southwardly along the said line parallel with Jay Avenue to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the easterly line of Burrough Avenue and the westerly line of Van Tassel Street as these streets are laid out adjoining Van Dyke Street; thence northwardly along the said bisecting line to the point or place of beginning.

Fourth.—That the supplemental and amended abstracts of said estimate of damage and of said assessment for benefit, together with the damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by the Commissioners of Estimate and by the Commissioner of Assessment in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, in the Municipal Building, Court House Square, in the Borough of Queens, in The City of New York, until the 17th day of September, 1915.

Fifth.—That, provided there be no objections filed to either of said supplemental and amended abstracts, the reports as to awards and as to assessments for benefit herein will be presented for confirmation to the Supreme Court of the State of New York, Second Department, at a Special Term thereof for the hearing of motions, to be held in the County Court House in the Borough of Brooklyn, in The City of New York, on the 16th day of November, 1915, at the opening of the Court on that day.

Sixth.—In case, however, objections are filed to the foregoing abstracts of estimate and assessment or to either of them the motion to confirm the reports as to awards and as to assessments shall stand adjourned to the date to be hereafter specified in the notice filed in such cases to be given in relation to filing the final reports, pursuant to Sections 981 and 984 of the Greater New York Charter, as amended by Chapter 658 of the Laws of 1906.

Dated New York, August 9th, 1915.

CLINTON T. ROE, Chairman, PATRICK J. MARA, Commissioners of Estimate; PATRICK J. MARA, Commissioner of Assessment.

WALTER C. SHEPARD, Clerk. a26,13

Filing Bill of Costs.

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title in fee wherever the same has not been heretofore acquired, to the lands, tenements and hereditaments required for the opening and extending of THE PUBLIC PLAYGROUND within the area bounded by Douglass Street, Dumont Avenue, Hopkinson Avenue, Blake Avenue, Bristol Street, Dumont Avenue, Hopkinson Avenue and Livonia Avenue, in the 26th and 32d Wards, Borough of Brooklyn, The City of New York.

NOTICE IS HEREBY GIVEN THAT THE bill of costs, charges and expenses incurred by reason of the proceedings in the above entitled matter will be presented for taxation to one of the Justices of the Supreme Court of the State of New York, Second Department, at a Special Term thereof, to be held at the County Court House in the Borough of Brooklyn, in The City of New York, on the 9th day of September, 1915, at 10 o'clock in the forenoon of that day, or as soon thereafter as Counsel can be heard thereon; and that the said bill of costs, charges and expenses has been deposited in the office of the Clerk of the County of Kings, there to remain for and during the space of ten days, as required by law.

Dated New York, August 14th, 1915.
FREDERICK H. SPARKS, JAMES F. NUGENT, CHRISTOPHER C. MOLLENHAUER, Commissioners of Estimate; CHRISTOPHER C. MOLLENHAUER, Commissioner of Assessment.
ANDREW C. TROY, Clerk. a26,47

Hearings on Qualifications.

SECOND DEPARTMENT.

In the Matter of the Application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of LIBERTY AVENUE, from the Brooklyn Borough Line to Van Wyck Avenue, in the 4th Ward, Borough of Queens, City of New York, as amended by an order of the Supreme Court of the State of New York,

Second Department, duly entered and filed in the office of the Clerk of the County of Queens on the 23rd day of April, 1915, so as to conform to a map or plan adopted by the Board of Estimate and Apportionment December 23, 1914, in which the lines of Liberty Avenue in the section east of Atfield Avenue are shifted slightly to the south; the proceeding as amended providing for the acquisition of title to Liberty Avenue from the Brooklyn Borough Line to Van Wyck Avenue, as said Liberty Avenue is now laid out upon the map or plan of the City of New York.

NOTICE IS HEREBY GIVEN THAT BY AN order of the Supreme Court of the State of New York, Second Department, bearing date the 10th day of August, 1915, and duly entered and filed in the office of the Clerk of the County of Queens on the 20th day of August, 1915, HARRY R. GELWICKS, Esq., was appointed a Commissioner of Estimate and the Commissioner of Assessment in the above entitled proceeding in the place and stead of Almon G. Rasquin, resigned.

NOTICE IS FURTHER GIVEN THAT, pursuant to the said order bearing date the 10th day of August, 1915, and duly entered and filed in the office of the Clerk of the County of Queens on the 20th day of August, 1915, the said Harry R. Gelwicks, Esq., will attend at a Special Term for the hearing of motions of the Supreme Court of the State of New York, Second Department, to be held at the County Court House, in the Borough of Brooklyn, in The City of New York, on the 7th day of September, 1915, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for the purpose of being examined under oath by the Corporation Counsel of The City of New York, or by any other person having any interest in said proceeding, as to his qualifications to act as such Commissioner.

Dated New York, August 25th, 1915.

FRANK L. POLK, Corporation Counsel, Municipal Building, Borough of Manhattan, City of New York. a25,84

Filing Final Reports.

SECOND DEPARTMENT.

In the Matter of the Application of The City of New York, relative to acquiring title in fee to the lands, tenements and hereditaments required for the purpose of opening and extending WOODBINE STREET, from Knickerbocker Avenue to Irving Avenue, in the 28th Ward of the Borough of Brooklyn, The City of New York.

NOTICE IS HEREBY GIVEN THAT THE final report of the Commissioners of Estimate and Commissioner of Assessment in the above entitled matter will be presented for confirmation to the Supreme Court of the State of New York, Second Department, at a Special Term thereof to be held in the County Court House in the Borough of Brooklyn, City of New York, on the 31st day of August, 1915, at 10:00 o'clock in the forenoon of that day, and that the said final report has been deposited in the office of the Clerk of the County of Kings, there to remain for and during the space of five days, as required by law.

Dated New York, August 19th, 1915.

DAVID HIRSHFIELD, JOHN N. HARMAN, JOHN F. CANOVAN, Commissioners of Estimate. JOHN F. CANOVAN, Commissioner of Assessment.
ANDREW C. TROY, Clerk. a24,28

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 of the condition of the property on day 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, existing 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 the level of the curb in front of the building. Where there is no curb the elevation of the surrounding ground shall be considered curb level. All wells, cesspools, sinks, etc., existing on the property must be filled to the level of the surrounding ground with clean earth.

The purchaser at the sale shall also withdraw and remove all abandoned water taps and old service mains, and in place thereof cause to be inserted a brass plug in the main water pipe in the street, in compliance with the rules and regulations of the Department of Water Supply, Gas and Electricity, and furnish the Department of Finance with a certificate from the Department of Water Supply, Gas and Electricity that this has been performed.

The purchaser at the sale shall also remove all

house sewer connections to the main sewer in the street and the openings 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 any from all damage and costs to which it, they or any of them are 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 turnings, plaster, chimneys, protecting 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 Commissioners of the Sinking Fund, the Comptroller is authorized to cause the sale to be advertised and to direct the sale thereof as financial officer of the City.

PROPOSALS FOR BIDS AND ESTIMATES FOR THE CITY OF NEW YORK.

NOTICE TO CONTRACTORS.

GENERAL INSTRUCTIONS TO BIDDERS.

The person or persons making a bid or estimate for any services, work, materials or supplies for The City of New York, or for any of its departments, bureaus or offices, shall furnish the same in a sealed envelope, indorsed with the title of the supplies, materials, work or services for which the bid or estimate is made, with his or their name or names and the date of presentation to the President or Board or to the head of the Department at his or its office, on or before the date and hour named in the advertisement for the same, at which time and place the estimates received will be publicly opened by the President or Board or head of said Department and read, and the award of the contract made according to law as soon thereafter as practicable.

Each bid or estimate shall contain the name and place of residence of the person making the same, and names of all persons interested with him therein, and, if no other person be so interested, it shall distinctly state that fact; also, that it is made without any connection with any other person making an estimate for the same purpose, and is in all respects fair and without collusion or fraud, and that no member of the Board of Aldermen, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of The City of New York is, shall be or become interested, directly or indirectly, as contracting party, partner, stockholder, surety or otherwise in or in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof. The bid or estimate must be verified by the oath, in writing, of the party or parties making the estimate that the several matters stated herein are in all respects true.

No bid or estimate will be considered unless as a condition precedent to the reception or consideration of any proposal, it be accompanied by a certified check upon one of the State or National banks of The City of New York, drawn to the order of the Comptroller, or money or corporate stock or certificates of indebtedness of any nature issued by The City of New York, which the Comptroller shall approve as of equal value with the security required in the advertisement to the amount of not less than three nor more than five per centum of the amount of the bond required, as provided in section 420 of the Greater New York Charter.

The amount shall be as specified in the proposals or instructions to bidders and shall not be in excess of 5 per cent.

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 of 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.