IE CITY RECORD

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THE CITY RECORD

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MUNICIPAL CIVIL SERVICE COMMISSION

Minutes of Special Meeting of the Municipal Civil Service Commission of The City of New York Held Friday, July 7, 1944, at 3.30 P. M.

Present: Esther Bromley, Acting President; Ferdinand Q. Morton and Russell Lord Tarbox, Commissioners.

Executive Director

1986A. Recommendation to promulgate the eligible list for promotion to Executive Officer, Department of Parks. Approved recommendation. Adjourned to meet Tuesday, July 11, 1944, at 10.30 a. m.

EDWIN C. DOBBINS, Acting Secretary.

OFFICE OF THE COMPTROLLER

Abstract of Transactions for Week Ended August 19, 1944

Claims Filed-Salaries, 1; refunds, 3; contracts, etc., 1; pursuant to Section 93d-9.0 of the Administrative Code, 10; services, 3; personal injuries, 30; personal property damage, 18; real property damage, 2; labor law wages, 51.

personal property, 6. Claims Disallowed-Contracts, etc., 2; personal injuries, 2; damages to personal

Claims Allowed-Services, 1; contracts, etc., 1; personal injuries, 1; damages to

property, 3; damages to real property, 3.

Orders, etc., Filed-Orders, 10; summons and complaint, 7; order to show cause, 1 Opening of Proposals

The Comptroller, by representative, attended the opening of proposals at the fol- Crowley, Aug. 19. Elevator Operators at lowing departments, viz:

Board of Education-Printing, etc., a budget in Terms of Children. Department of Housing and Buildings-Demolition of premises at 50 Clinton st., etc.,

Department of Hospitals-Repair to boilers at Power House, Coney Island Hospital. month, Aug. 21. Patrick Cummiskey, Oiler, aminers: Etta Siegel, 133 Powell st., President, Borough of Manhattan—Test borings for elevated highway along East

River between 28th and 40th sts., Manhattan. Department of Public Works-Repairs to sludge pumps at Wards Island Sewage Treatment Works.

atment Works.

\$1,440 per annum: Albert Purello, Aug. 14;
Department of Purchase—Furnishing and delivering bread pans. Furnishing and Louis Forminsky, Aug. 16; Daniel W. Ulnum, July 21.

installing laundry equipment.

President, Borough of Queens-Reconstruction of sluiceway under Cross Bay blvd., Turci, Aug. 19. etc. Regrading, etc., in Francis Lewis blvd., etc. Repaying, etc., Sharon ave., etc., JACOB BUCHHOLTZ, Chief Clerk. Borough of Richmond.

MUNICIPAL CIVIL SERVICE COMMISSION

Applications are now being received by the Municipal Civil Service Commission for the following positions:

PROMOTION TO-ASSISTANT SUPERVISOR—DEPARTMENT OF WELFARE CHIEF DIETITIAN—DEPARTMENT OF HOSPITALS

FOREMAN OF MAINTENANCE PAINTERS—NEW YORK CITY HOUSING AUTHORITY

INSPECTOR OF CARPENTRY AND MASONRY, GRADE 4—DEPARTMENT OF HOUSING AND BUILDINGS SENIOR ACTUARY-NEW YORK CITY EMPLOYEES' RETIRE-MENT SYSTEM; TEACHERS' RETIREMENT SYSTEM AND BOARD OF TRANSPORTATION

TRACTOR OPERATOR-DEPARTMENT OF SANITATION

Detailed information regarding applications for above positions may be found on page 3280.

Applications are being received continuously for the following license examinations: Master and Special Electrician; Master Plumber; Master Rigger; Motion Picture Operator; Portable Engineer (any motive power except steam); Portable Engineer (steam); Refrigerating Machine Operator (ten ton capacity); Refrigerating Machine Operator (unlimited capacity); Special Rigger; Stationary Engineer neer, First, Second and Third Grades; Stationary Fireman; Structural Welder; Oil Burning Equipment Installation.

License applications and detailed information may be obtained at the Application Bureau of the Municipal Civil Service Commission, 96 Duane Street, Manhattan, N. Y. 7.

Abstract of Transactions for Week Ended August 26, 1944

Claims Filed-Personal injuries, 14; personal property damage, 50; salaries, 60; refunds, 8; contracts, etc., 3; pursuant to Section 93d-9.0 of the Administrative Code, 5.

Claims Allowed-Personal property damage, 2. Claims Disallowed-Personal injuries, 2; personal property damage, 10; real prop-

erty damage, 8; taxes, 2; salaries, 3; contracts, etc., 4.

Orders, etc., Filed—Orders, 16; summons and complaint, 4.

Opening of Proposals The Comptroller by representative attended the opening of proposals at the fol-

lowing departments: Board of Education-For furnishing and delivering wool, Persian and Symrna, For alterations, repairs and painting at Office and Storage Building, Brooklyn.

Department of Parks-For reconstruction of sea wall and construction of new riprap blanket along the South and East Shore, Randall's Island, Manhattan, known as contract No. M-104-144.

Department of Public Works-For painting flagpoles and installing halyards on them in public buildings, and incidental alterations at Triboro Tuberculosis Hospital,

Department of Purchase-Furnishing and delivering radial drills, lathes and band saw and installation of lubricating oil storage tanks and dispensing means at Department of Purchase Storehouse, R-10, St. George, S. I.

Board of Transportation-For the alterations of Myrtle Avenue Elevated Railroad to remove a column from the roadway at Navy st., Brooklyn (Agreement R. L.). JACOB BUCHHOLTZ, Chief Clerk,

Department of Correction

Report for Week Ended August 19, 1944

BUREAU OF AUDIT Vouchers Audited - Miscellaneous, 5584.92; open market, \$672.48.

BUREAU OF REGISTRATION AND PASSES Cash Fines Received- Tity prison, Manhattan, \$254; City Prison, Bklyn., \$195; City Prison, Bronx, \$130; Bklyn-Queens, Night Court, \$5; House of Detention, \$175; Rikers Island, \$25; total, \$784.

Cash Bails Received—City Prison, Man-

hattan, \$3,010; City Prison, Bklyn., \$1,850; City Prison, Queens, \$600; City Prison, Bronx, \$200; City Prison, Richmond, \$500; House of Detention, \$625; Rikers Island, \$198; total, \$6,983.

PERSONNEL BUREAU Appointed-Aileen Owen, Catherine M. Lyng and May O'Sullivan, Correction Officers at \$1,769 per annum.

Services Ceased-Margaret U. Roe, Correction Officer (Women), at \$1,890 per annum, Aug. 15.

Retired - Myra W. Glutzbeck, Fingerprint Technician at \$2,640 per annum, Aug. 16. PETER F. AMOROSO, M.D., Com-

missioner. Department of Public Works

Report for Week Ended Aug. 26, 1944 Appointed - Bridge Tenders, at \$1,440 per annum: Louis Forminsky and Albert Purello, Aug. 11; Louis Wentzler and Gerson Laughlin, Aug. 14; Fred Bokelmann, Louis Cohen, Angelo Vecchi and Daniel V. Ulrich, Aug. 16; Henry Brickel and Charles Hutter, Aug. 17; Lawrence A.

rich and Howard S. Roe, Aug. 18; Vito

Aug. 24. Giovanni Iannace, Cleaner at

\$1,320 per annum, Aug. 18.

Burke, James J. Connerton, Patrick Cull. Frank DeGrazio, Nicholas Defemie, Enrico DiMarco, Patrick Donegan, Michael Donohue, John Downing, Stephen Doyle, George Fitzenhider, Patrick J. Gorey, Edward Gorham, George Grimaldi, Andrew Harpauer, Bernard Heerey, William T. Holland, James T. Keane, Andrew Kelly, William MacNamara, Thomas Martin, Bernard Mc-Ardle, John McGlade, Hugh, McGoldrick, Harry McMahon, Joseph Murphy, James E. O'Brien, George F. O'Dea, William O'Donnell, Patrick Sheehy, John Stroway, John Sweeney, Bernard Tansey, Joseph Alonzo, John Buchener, John J. Clark, Stanley H. Denison, Patrick J. Downing, Nat Feld, Maurice Ferriter, John J. Foy, Patrick Hagan, George L. Jordan, Fred-erick W. Kuper, William F. Larkin, Patrick J. Loftus, William E. McAndrews, Daniel McColgan, Frank C. Mercantante, James . Mulligan, Matthew Murphy, Jose Pena, Michael Regan, Fred Vollkomer, Thomas Wallace and Michael S. Welton.

Vouchers Transmitted to the Comptroller's Office-Contract Vouchers, \$18,490.41; open market orders, \$3,515.56; miscellaneous vouchers, \$38.58; total, \$22,044.55.

Cash Received - Privileges: Manhattan Bridge, \$355; Brooklyn Bridge, \$220; Williamsburg Bridge, \$5; labor and material, \$20; total, \$600.

FRANK P. CLEMENTS, Director, Division of Administration.

Changes in Departments, Etc.

BOARD OF EDUCATION Appointed-Bureau of Plant Operation and Maintenance: Mary L. Davis, 14 Albany ave., Bklyn., Typist at \$1,200 per an-\$1,320 per annum: Ethel Schmidt and Marie num, Aug. 2. Office of the Superintendent Birmingham, Aug. 21. Otto C. Ganzler, of Schools: John F. Reidy, Jr., 2068 Cro-Laborer at \$1,860 per annum, Aug. 21. tona ave., Bronx, Temporary Clerk at Thomas Walker, Marine Oiler at \$135 a \$1,200 per annum, July 19. Board of Ex-Bklyn., Temporary Stenographer at \$1,201 per annum, July 17. Office of the Secretary; Services Ceased - Bridge Tenders at Ruth Wechsler, 169 Blake ave., Bklyn.,

Appointed—(Substitutes during Military Leaves)-Office of the Secretary: Elaine Salaries Fixed - Licensed Firemen at Targow, 97 Rockaway pkway., Bklyn., \$7.84 a day, Aug. 14: Frank Aiello, Martin Stenographer at \$1,201 per annum, July 13.

Bureau of Supplies: Emilia G. Ricciardi, 4 Herkimer ct., Bklyn., Billing and Bookkeeping Machine Operator at \$1,482 per annum, July 24.

Appointed-Bureau of Plant Operation and Maintenance: John H. Duncan, 805 St. Marks ave., Bklyn., Assistant Mechanical Engineer at \$3,120 per annum, Aug.

Services Ceased-Bureau of Supplies: Elliott November, Stock Assistant (provisional), Aug. 4; Fred Reif, Fuel Inspector (provisional), July 14. Bureau of Finance: Edna Ingram, Clerk (provisional), June 30. Bureau of Plant Operation and Maintenance: Vito Palazola, Laborer (provisional), July 6.

DOMESTIC RELATIONS COURT Services Ceased-Thomas F. Foy, Pro-bation Officer at \$2,640 per annum, Manhattan Family Court, Aug. 31.

> PRESIDENT, BOROUGH OF BROOKLYN

Died-William P. Shannon, Laborer at \$1,860 per annum, Bureau of Highways and Sewers, Aug. 15.

DEPARTMENT OF MARKETS Services Ceased-Adam Czapulonis, Temporary Clerk at \$1,200 per annum, Aug. 16.

PRESIDENT, BOROUGH OF THE BRONX

Appointed-Temporary Laborers at \$1,620 per annum: Fred Hamilton, July 27; An-

drew Szabo, July 28. Transferred-Edward J. Flanagan, Civil Engineer at \$4,260, from City Planning Commission, Aug. 1. Ursula M. Murphy, Clerk at \$1,560 per annum, from Department of Welfare, August 16.

Reassigned-Thomas J. Walsh, Paver, Aug. 9. Died-Patrick Slevin, Laborer, Aug. 6.

BUREAU OF THE BUDGET Died-John A. Cahill, Budget Examiner at \$4,080 per annum, Aug. 31.

DEPARTMENT OF SANITATION Appointed-Sanitation Men at \$2,040 per annum: Harry Kramisen and Arthur A. Lino, Sept. 4; Juliano L. Ciofoletti, Samuel Irgang and Michael A. Cappiello, Aug. 28. Services Ceased—Sanitation Men: Manuel A. Yates, at \$2,040 per annum, Aug. 26; Michael Green, at \$2,200 per annum, Aug. 29: William F. Snizek, at \$2,200 per an-

num, Aug. 26.

· Died-James Reid, Auto Machinist, Aug. 13. Thomas F. Glennon, Clerk, Aug. 20. Fred J. Muller, Sanitation Man, Aug. 16. Retired-Sanitation Men: Thomas Mulroy and Nicola Zito, Aug. 5; Michael DeMeo, Ferdinando Centrello, Ralph Finelo, Charles H. Carter, George P. Healy and Daniel Hahn, Aug. 12; Henry Price, Aug. 19; John E. Stefan, Aug. 15; Frank F. Hanft, Benjamin Kreiger, John F. P. Bergen, Sept. 23; Giuseppe Manceri, Antonio Petrullo, Domenick D'Andrea, John J. Williams, Filomeno Constantino and Stanislaus Kraly, Sept. 2; Antonio Urga, Sept. 9;

Retired - William Rumper, Machinist's Helper, July 22. Frank A. Berard, Auto Machinist, Aug. 12. Harry J. Seiff, Medical Examiner, Aug. 16. Mary A. Carabine, Stenographer, Aug. 31. William Feist, Machinist's Helper, Sept. 2. Samuel Oberhard, Carriage Upholsterer, Sept. 2.

Frank Labriola, Aug. 31.



OFFICIAL DIRECTORY

Valers etherwise stated, City Offices are open from 9 s. m. to 5 p. m. daily; County Offices 9 s. m. to 6 p. m.; Saturdays to 15 noon

ART COMMISSION—
City Hall, Manh'n, N. Y. 7... CO rtind 7-1197
ASSESSORS, BOARD OF—
Municipal Bldg., Manh'n, N.Y. 7. WO rth 2-3630
BRONX, PRESIDENT OF—
851 Grand Concourse, N. Y. 51... JE rome 6-3941
BROOKLYN, PRESIDENT OF—
Borough Hall, Blys. 2.... TR iangl 5-7100
Highways and Sewers, Municipal Bldg., Blyn. 2.... TR iangl 5-7100
BUDGET, BUREAU OF—
Municipal Bldg., Manh'n, N.Y. 7. CO rtlnd 7-6706
CHIEF MEDICAL EXAMINER—
125 Worth st., Manh'n, N. Y. 13. WO rth 2-3711
Open all hours of day and night.
Bronx—850 Walton ave., N. Y. 51.

JE rome 7-4642 JE rome 7-4642

Open 9 a. m. to 5 p. m. Sundays and

Municipal Bldg., Manh'n, N.Y.7. WO rth 2-4430 Bronx-177th st. and 3d ave., N. Y. 57.

CITY EMPLOYEES' RETIREMENT SYSTEM— 52 Chambers st., Manh'n, N. Y. 7. WO rth 2-4566 CITY PLANNING COMMISSION— Municipal Bldg., Manh'n, N.Y.7. WO rth 2-5600

CITY PRIORITIES AND ALLOCATIONS BOARD—
Municipal Bldg., Manh'n, N. Y. 7. WO rth 2-1800
CITY RECORD, THE—
Municipal Bldg., Manh'n, N. Y. 7. WO rth 2-1800
CITY REGISTER— Hall of Records, Manh'n, N. Y. 7. WO rth 2-1900 Bronx-851 Grand Concourse, N. Y. 51.

Bronx—851 Grand Concourse, N. Y. 51.

JE rome 7-9811
Bklyn.—Hall of Records, Bkn. 2. Tr. langl 5-6800
Queens—161-04 Jamaica ave., Jamaica 2,
N. Y. JA maica 6-8684
CITY SHERIFF—
Hall of Records, Manh'n, N. Y. 7. WO rth 2-4300
Bronz—851 Grand Concourse, N. Y. 51.

JE rome 7-3501
Kings—Municipal Bldg., Bkn. 2. TR langl 5-7100
Queens—County Court House L.

Bronx-851 Grand Concourse, N. Y. 51. Kings-Hall of Records, Bkn. 2. TR iangl 5-8780 New York-County Court House, N. Y. 7. WO rth 2-6114 Queens—Sutphin blvd. and 88th ave.,
Jamaica 2, N. Y..........JA maica 6-2607
Richmond—County Court House, S. I. 1.
SA intGeo 7-1806

COUNTY COURTS-Courts open at 10 a. m. Bronx-851 Grand Concourse, N. Y. 51.

DISTRICT ATTORNEYS-Bronx-851 Grand Concourse, N. Y. 51. 9 a. m. to 5 p. m., Sat. to 12 noom.

Kings—Municipal Bldg., Blon. 2. TR iangl 5-8900
9 a. m. to 5 p. m., Sat. to 12 noom.

N. Y.—155 Leonard et., N. Y. 13. RE etr 2-7300
9.30 a. m. to 6 n. m. Sat. to 12 noom.

GI braitr 7-0049

9 a. m. to 4 p. in., Sat. to 12 noon.

DOMESTIC RELATIONS COURT—

135 E. 22d st., N. Y. 10....AL gongn 4-1900

Children's Court Division—

Manhattan—137 E. 22d st., N. Y. 10.

EDUCATION, BOARD OF—

110 Livingston st., Bklys. 2. ... MA in 4-2800

RLECTIONS, BOARD OF—

400 Broome st., N. Y. 13. ... CA nal 6-2600

Bronx—Tremont and 3d aves., N. Y. 57.

TR emnt 8-1186

Bklyn.—Municipal Bldg., Bkn. 2. TR isand 5-7100

Queens—120-55 Queens blvd., Kew Gardens 15, N. Y. ... BO ulvrd 8-5000

Rich'd—Borough Hall, S. I. 1. SA int Ges 7-1955

9 s. m. to 4 p. m., Sat. to 12 noon.

ESTIMATE, BOARD OF—

Secretary's Office, Municipal Bldg.,

Manh'n, N. Y. 7. ... WO rth 2-4560

Real Estate, Bureau of, Municipal Bldg.,

Manh'n, N. Y. 7. ... WO rth 2-5600

Retirement and Pensions, Bureau of,

52 Chambers st., Manh'n, N. Y. 7.

WO rth 2-4566

FINANCE, DEPARTMENT OF—
Municipal Bldg., Manh'n, N.Y. 7. WO rth 2-1200
City Collections, Bureau of—
Manhattan—Municipal Bldg., N. Y. 7.

100 Centre st., Manh'n, N. Y. 13. RE ctr 2-2442 Clerk's office open 9 a. m. to 4 p. m.; Saturdays to 12 noon. Court opens at

HEALTH, DEPARTMENT OF-125 Worth et., Manh'n, N. Y. 13. WO rth 2-6900 Bronx-1826 Arthur ave., N. Y. 57. Brooklyn—295 Flatbush avenue extension.
Bklyn. I TR iangl 5-9400
Queens—148-15 Archer ave., Jamaica 2,
N. Y. RE puble
Richmond—51 Stuyvesant pl., St. George,
S. I. 1 GI braitr 7-7664
HIGHER EDUCATION, BOARD OF—
695 Park ave., Manh'a, N. Y. 21 RE gent 7-4131
HOSPITALS, DEPARTMENT OF—
125 Worth st., Manh'a, N. Y. 13. WO rth 2-4440
HOUSING AND BUILDINGS—
Municipal Bidg., Manh'a, N. Y. 7. WO rth 2-5600
Broax—1932 Arthur ave., N. Y. 57.

TR emnt 8-6700 Bklyn.—Municipal Bldg., Bkn. 2. TR emnt 8-6700
Queens—120-55 Queens blvd., Kew Gardens 15, N. Y.

BO ulvrd 8-5000
Rich'd—Borough Hall, S. I. 1. Gl braltr 7-1600
INVESTIGATION, DEPARTMENT OF—
50 Pine st., Manh'n, N. Y. 5... WH itehl 3-3232
LAW DEPARTMENT—
Municipal Bldg., Manh'n, N. Y. 7, 110

MAGISTRATES' COURTS-Saturdays to 12 noon.

Saturdays to 12 noon.

Manhattan

Bowery—100 Centre st., N. Y. 13. RE ctr 2-6200

Essex Market—2d ave. and 2d st., N. Y. 3.

GR amrey 5-0296

Felony—100 Centre st., N. Y. 13. RE ctr 2-6200

Harlem—121st st. and Sylvan pl., N. Y.

15 Harlem—121st st. and Sylvan pl., N. Y.

15 LE high 4-3535
Homicide—100 Centre st., N. Y. 13.

RE etr 2-6200
Jefferson Market—425 6th ave., N. Y. 11.

GR amrey 7-4467
Municipal Term—100 Centre st., N. Y. 13.

Night-100 Centre st., N. Y. 13... RE etr 2-6226 Probation-100 Centre st., N. Y. 13... RE etr 2-6200

Probation—100 Centre st., N. Y. 13.

Traffic (Downtown)—60 Baxter st., N. Y. 13.

RE ctr 2-6200

Traffic (Uptown)—455 W. 151st st., N. Y. 31.

RD gecomb 4-3700

Washington Heights—455 W. 151st st., N. Y. 31.

ED gecomb 4-3700

Washington Heights—455 W. 151st st., N. Y. 31.

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Washington Heights—455 W. 151st st., N. Y. 31.

ED gecomb 4-3700

Washington Heights—455 W. 151st st., N. Y. 31.

ED gecomb 4-3700

Week End—100 Centre st., N. Y. 13.

ER ctr 2-6200

Week End—100 Centre st., N. Y. 13.

ER ctr 2-6200

Week End—100 Centre st., N. Y. 13.

ERC ctr 2-6200

Week End—100 Centre st., N. Y. 13.

ERC ctr 2-6200

Week End—100 Centre st., N. Y. 13.

ERC ctr 2-6200

Week End—100 Centre st., N. Y. 13.

ERC ctr 2-6206

Week End—100 Centre st., N. Y. 13.

ERC ctr 2-6226

Women's—100 Centre st., N. Y. 13.

ERC ctr 2-6226

Women's—100 Centre st., N. Y. 13.

ERC ctr 2-6226

Women's—100 Centre st., N. Y. 15.

ERC ctr 2-6226

Women's—100 Centre st., N. Y. 15.

ERC ctr 2-6226

Women's—100 Centre st., N. Y. 15.

ERC ctr 2-6226

Women's—100 Centre st., N. Y. 15.

ERC ctr 2-6226

Women's—100 Centre st., N. Y. 15.

ERC ctr 2-6226

Women's—100 Centre st., N. Y. 15.

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ERC ctr 2-6226

Women's—100 Centre st., N. Y. 15.

ERC ctr 2-6226

Women's—100 Centre st., N. Y. 15.

ERC ctr 2-6226

Women's—100 Centre st., N. Y. 15.

ERC ctr 2-6226

Washing—Municipal Bidg., Banb'n, N. Y. 7. WO rth 2-500

RECORDS. COM'R OF, CITY COURT—

Sti Gr. Concourse, N. Y. 15.

ERC Corp. Surrous still of concourse, N. Y. 15.

ERC corp. Surrous still of concourse, N. Y. 15.

ERC corp. Surrous still of concours

Bay Ridge—43d st. and 4th ave., Bklyn.
32 WI nder 5-0381
Coney Island—2963 W. 8th st., Bklyn. 24.
CO ney is 6-0013

Probation—510 Municipal Bldg., Bklyn. 2. TR langi 5-7100 Traffic—1805 Bedford ave., Bklyn. 5.

MA in 2-2904
Week End—25 Snyder ave., Bklyn. 26.
BU ckmastr 2-1506

Bklyn. 11

Queens

Felony—Chaffee st. and Catalpa ave.,
Glendale (Bklyn. P. O.), 27. HE geman 3-8320

Flushing—Town Hall, Flushing, N. Y.

FL ushing 9-0228

MARINE AND AVIATION, DEPT. OF-Pier A, North River, N. Y. 4., WH itehl 4-0600 MARKETS, DEPARTMENT OF-137 Centre st., Manh'n, N. Y. 17. .CA nal 6-5651

MAYOR'S OFFICE-City Hall, Manh'n, N. Y. 7....CO rtind 7-1000 MUNICIPAL BROADCASTING SYSTEM— Municipal Bldg., Manh'n, N. Y. 7. WO rth 2-5600 MUNICIPAL CIVIL SERVICE COM'N-299 B'way, Manb'n, N. Y. 7...CO rtind 7-8880

MUNICIPAL COURTS-Saturdays to 12 noon.

Central Jury and Non-Jury Parts and 8 Reade st.. N. Y. 7. Small Claims Part WO rth 2-1400 Brons

4—363 Liberty ave., Bklyn. 7.AP plegate 7-1765
5—4th ave. and 42d st., Bkn. 32.WI ndsr 5-2540
6—27-33 Snyder ave., Bklyn. 26.

BU ckmnstr 2-9643
7—363 Liberty ave., Bklyn. 7.AP plegate 6-8600
8—4th ave. and 42d st., Bkn. 32.WI ndsr 8-5040
Central Jury and 20 Schermerhorn st.,
Small Claims Parts | Bklyn. 2.TR langl 5-2052 TR emnt 8-6320 Small Claims Parts) Queens 1—10-15 49th ave., L. I. City 1, N. Y. IR onsdes 6-7987 2-B'way and Justice st., Elmburst, N. Y. 3-69-02 64th st., Ridgewood (Bklyn. 5-90th st., Rockaway Beach, N. Y.
BE IIHrbr 5-1747
6-Town Hall, Flushing, N. Y. FL ushag 3-5668
Central Jury Part, \$8-11 Sutphin blvd.,
Jamaica 2, N. Y. JA maics 6-6086
Small Claims Part, \$1-11 Sutphin blvd.,
Jamaica 2, N. Y. JA maics 3-7080
Richmond
1-Bement and Castleton aves., West
New Brighton, S. I. 10. PO rtRick 7-0189
2-71 Targee st., Stapleton, S. I. 4.
SA intGeo 7-0313
Small Claims Part, 71 Targee st.

N. Y. CITY HOUSING AUTHORITY— 122 E. 42d st., Manh'n, N. Y. 17. AS hind 4-8360 N. Y. CITY TUNNEL AUTHORITY— 200 Madison ave., N. Y. 16...LE xingtn 2-5151 PARKS, DEPARTMENT OF-

PAROLE COMMISSION-100 Centre st., Manb'n. N. Y. 13. RE et: 2-6200 POLICE DEPARTMENT—
240 Centre st., Manh'n. N. Y. 13.CA nal 6-2000
PUBLIC ADMINISTRATORS—
Eronx—851 Grand Concourse, N. Y. 51.

at 10 a. m.

Manh'n-100 Centre st., N. Y. 13. RE ctr 2-6200

Bronx-851 Grand Concourse, N. Y. 51. Court held Tuesday and Friday. Brooklyn-120 Schermerhorn st., Bldyn. 2.

motion days, the Court opens at 10
a. m. Motions called at 9 a. m.
Appeals from orders called at 10 a. m.
Second Dept.—45 Monroe pl., Bkiyn. 2.
TR iangi 5-1500

Court sits from 2 p. m. to 6 p. m.
No court on Saturdays.

SUPREME COURT, 1ST JUD. DIST.—
New York County—County Court House,
Centre and Pearl sts., N. Y. 7. . WO rth 2-6500
Court opens at 10 a. m.
Broux—851 Grand Concourse, N. Y. 51.
JE rome 6-1031

Court opens at 10 a. m. SUPREME COURT, 2D JUD, DIST .-

JE rome 6-4892

Court opens at 10 a. m. Kings-Hall of Records, Bkn. 2.TR langl 5-7020 Court opens at 9.30 a. m. N. Y.—Hall of Records, N. Y. 7. WO rth 2-6744

Brons

1—1400 Williamsbridge rd., N. Y. 61
UN drhil 3-6100

2—Washington ave. and 162d st., N. Y. 56.
ME Irose 5-3042
Washington ave. and 162d st., N. Y. 56.
Washington ave. and 162d st., N. Y. 56.
Washington ave. and 162d st., N. Y. 56.

Brooklyn

1—120 Schermerborn st., Bkn. 2. TR iangl 5-2052
2—495 Gates ave., Bklyn. 16. MA in 2-3010
3—6 Lee ave., Bklyn. 11. ST ag 2-7813

TRANSPORTATION, BOARD OF-250 Hudson st., Manh'n, N. Y. 13.CA nal 6-6600 TRIBOROUGH BRIDGE AUTHORITY—

BOARD MEETINGS

Meets at its office, City Hall, Manh'n, N. Y. 7, a second Menday in each month, at 2.30 p. m. GEORG J. LOBER, Executive Secretary.

Board of Asse Meets in Room 2200, Municipal Bldg., Manh'n, N. Y. 7, on Tuesdays, at 10.30 a. m. FREDERICK J. H. KRACKE, Chairman.

Meets in Mayor's Office, City Hall, Manh'n, N. Y. 7, on first day in February, May, August WILLIAM D. BRENNAN, Secretary.

City Flamming Commission

Meets in Room 16, City Hall, Manh'n, N. Y.
on Wednesdays, at 2.30 p. m.

ALBERT HOCHMAN, Acting Secretary. Council

Meets in Councilmanie Chamber, City Hall Manh'n, N. Y. 7, on Tuesdays, at 1 p. m.
H. WARREN HUBBARD, City Clerk and
Clerk of the Council.

Beard of Edmention

Meets at its office, 110 Livingstan st., Bklyn. 2, every third Wednesday at 4 p. m.
EUGENE R. CANUDO, Secretary.
Beard of Mostless
Meets in Room 407, 400 Broome st., Manh's,

N Y. 13, on Tuesdays, at 11 a. m., and at the call of the President. S. HOWARD COHEN, President.

Meets in Room 16, Civ Hall, Manh'n, N. Y. 7, on Thursdays, at 2.30 p. m., unless otherwise ordered by the Board.

ISAAC EICHHOLZ, Acting Secretary.

Examining Beard of City Surveyors

Meets in Room 1347, Municipal Bldg., Manh'n, N. Y. 7, at call of the Chairman.

JOHN C. RIEDEL, Chairman.

Meets in Room 330, 125 Worth at., Manh'n, N. Y. 13, at 10 a. m., on the second Tuesday of each month and at the call of the Chairman.

ERNEST L. STEBBINS, M.D., Commissioner

of Health, Chairman.

Board of Higher Education

Board of Higher Education Meets at 10 10 to 10 Bervies Commission

Meets at 10 10 Bervies Commission

March, April, June, September, October, November and December. Annual meeting held third

Monday in May. ORDWAY TEAD, Chairman.

Manicipal Civil Service Commission

Meets at its office, 299 B'way, Manh'n, N. Y. 7,

on Tuesdays, at 10.30 a. m.
ESTHER BROMLEY, Acting President Parele Comm

Meets at its office, 100 Centre st., Manh'n, N. Y. IJ, en Thursdays, at 10 a. m.

JOHN C. MAHER, Chairman.

Board of Revision of Assessments

Meets in Room 603, Municipal Bidg., Manh'n,

Meets in Room 603, Municipal Bldg., Manh'n,
N. Y. 7, upon notice of the Chief Clerk.

WILLIAM J. QUINLAN, Chief Clerk.

Beard of Standards and Appeals

Meets in Room 1013, Municipal Bldg., Manh'n,
N. Y. 7, Tuesdays, at 10 a. m., and 2 p. m.

HARRIS H. MURDOCK, Chairman.

Beard of Statutery Consolidation

Meets in City Hall, Manh'n, N. Y. 7, at call of
Mayor.

REUBEN A. LAZARUS, Counsel.

Tax Com

Meets in Room 936, Municipal Bldg., Manh'n,
N. Y. 7, on Wednesdays, at 10.30 a. m.

WM. WIRT MILLS, President.

Teachers' Retirement Board

Meets in Room 603, Municipal Bldg., Manh'n,
N. Y. 7, on fourth Tuesday of each month at
I p. m. LOUIS TAYLOR. Secretary.

Board of Transportation Meets at 250 Hudson st., Manh'n, N. Y. 13, on Tuesdays, at 11.30 a. m., and at the call of the Chairman. JOHN H. DELANEY, Chairman. Meets at 120 Wall st., Manh'n, N. Y. 5, or

Tuesdays, at 11 a. m. GEORGE J. GILLESPIE, President

POLICE DEPARTMENT

Owners Wanted for Unclaimed Property

OWNERS ARE WANTED BY THE PROPERTY Clerk, Police Department, The City of New York, for the following listed articles, now in his custody without claimants, consisting of recovered. lost and abandoned property, property feloniously obtained by prisoners, and effects of persons deceased, alleged to be insane, intoxicated or otherwise incapable of caring for themselves.

Adding machines, automobiles, bicycles, boats, cameras, electrical and optical goods, furniture, furs, handbags, hardware, jewelry, metals, motor-cycles, pocketbooks, radios, robes, securities, silverware, stones, suitcases, surgical and musical instru-ments, tools, trunks, typewriters, United States and foreign currency, wearing apparel and other OFFICES OF PROPERTY CLERK

Inquiries relating to such property should be SEALED BIDS WILL BE RECEIVED BY the Superintendent of School Supplies of the Manhattan—Police Headquarters Annex, 400

Brooklyn—Police Headquarters, Bergen st. and 6th ave., Bklyn. 17. Bronx-42d Prec., 160th st. and 3d ave., N. Y. 56. Queens-103d Prec., 91st ave. and 168 th st., Jamaica 3, N. Y.

Richmond—120th Prec., 78-81 Richmond ter., St. George, S. I. 1. LEWIS J. VALENTINE, Police Commissioner.

DEPARTMENT OF PUBLIC WORKS

Notice to the Users of Newtown Creek Issued Pursuant to Pilot Rules of the U. S. Department of Commerce, Bureau of Marine Inspec tion and Navigation.

PURSUANT TO PERMISSION GRANTED BY
the Captain of the Port of New York, City of
New York, Department of Public Works, will
commence on or after September 1, 1944, the
making of twelve (12) test borings in the bed
of Newtown Creek, in line with 11th st., Long
Island City. This work will be done with City
owned equipment operated and supervised by
Municipal employees in compliance with Federal Municipal employees, in compliance with Federal rules and regulations governing such work on inland waterways.

All users of this portion of Newtown Creek

are cautioned to reduce speed in passing this work in accordance with Federal Laws. It will be necessary to drill bedrock at this point with diamond bits and severe damage to the work and diamond bits and severe damage to the work and equipment in use will be caused by excessive wash.

PROPOSALS. See Regulation on Last Page

SEALED BIDS WILL BE RECEIVED BY the Department of Public Works, Room 1800 L, Municipal Building, Manhattan, N. Y. 7, as

Until 11 s. m., on MONDAY, SEPTEMBER 11, 1944 For all labor and materials necessary and required to waterproof copings in parapet walls on

main roof and two roofs over court rooms, Rock-away Beach, Beach Channel dr. and 96th st., Borough of Queens.

Deposit for contract documents, \$5. a30,811

Until 11 a. m., on MONDAY, SEPTEMBER 18, 1944 For furnishing all labor and material necessary and required for alterations at Cadman's Children's Center, for a child's health station, located at 11-13 Hancock st., Borough of Brooklyn. Deposit for contract documents, \$5. s7,18

Until 11 a. m., on THURSDAY, SEPTEMBER 21, 1944 For furnishing all labor and material required for the following work, in connection with fire-house for Eng. 251, Hook and Ladder 119 and Eng. 211, located at 16-24 Hooper st., Borough of Brooklyn:

Contract No. 10, Gasoline Storage Tank.
Contract No. 11, 3d Floor Plumbing, Heating and Electrical Work.
Deposit for contract documents, \$5.
For furnishing all labor and material necessary to caulk masonry and do other waterproofing for

to caulk masonry and do other waterproofing for Store House Q 12, located at 44th dr. and Vernon blvd., L. I. City. Deposit for contract documents, \$5. s11.21

Blank bid forms and further information may be obtained upon application to the Contract Section of the Department of Public Works, Room 1800 L, Municipal Building, Manhattan, N. Y. 7, where plans and specifications may be seen.

Deposits for contract documents must be made in cash or certified check for the amount specified on each notice payable to the Comptroller of The City of New York.

DEPARTMENT OF HOUSING AND BUILDINGS

Proposals for Demolition of Unsafe Buildings

SEALED BIDS WILL BE RECEIVED BY the Department of Housing and Buildings, Room 2015, Municipal Building, Manhattan, N. Y. 7, as follows:

Until 11 a. m., on TUESDAY, SEPTEMBER 13, 1944 For furnishing all necessary labor, equipment, tools, etc. for the demolition of the following

Borough of Brooklyn: 286 Columbia st., 45 Ham ilton ave. 117 Imlay st., 59 Nelson st., 56 State st., 58 State st., 1135 57th st., 2228 79th st., (front an i rear).

Until 11 a. m., on THURSDAY, SEPTEMBER 14, 1944 For furnishing all recessary labor, equipment, tools, etc. for the demolition of the following

premises: Borough of Brooklyn: 688 Bway., 144 Hudson ave., 420 Hudson ave., 123 Jay st., 125 Jay st., 104 Johnson st., 2145-56 Rockaway ave. (front and rear), 1728 E. 49th st. s5,14

Until 11 a. m., on WEDNESDAY, SEPTEMBER 20, 1944 For furnishing all necessary labor, equipment, tools, etc., for the demolition of the following

Borough of Brooklyn: 539 Ames la., 558 Clinton st., 114 Nelson st.

Borough of The Bronx: Stratford ave., East side, 322 feet north of Lafayette ave. Borough of Queens: 1438 Church rd., 90-28 Desarc rd., 801 Walton rd., 44-28 65th pl.

Until 11 a. m., on THURSDAY, SEPTEMBER 21, 1944 For furnishing all necessary labor, equipment, tools, etc., for the demolition of the following

Borough of Manhattan; 21 Oak st. (also known as 63 New Chambers st.), 424 E. 10th st., 510 W. 20th st., 542 W. 53d st., 59 E. 128th st., 52

BOARD OF EDUCATION

Sale of Used Books

SEALED BIDS WILL BE RECEIVED BY the Superintendent of School Supplies of the Board of Education of The City of New York, at his office, 131 Livingston st., Bklyn. 2, as follows:

Until 11 a m., on WEDNESDAY, SEPTEMBER 13, 1944 sl. For the sale of used books.

PROPOSALS See Regulation on Last Page

the Superintendent of School Supplies of the Board of Education of The City of New York, at his office, 131 Livingston st., Bklyn. 2, as follows:

Until 11 a. m., on FRIDAY, SEPTEMBER 15, 1944 For furnishing and delivering calculators, adding, listing and billing machines.

Until 11 a. m., on WEDNESDAY, SEPTEMBER 20, 1944 For furnishing and delivering athletic equipment and supplies and cellulose gummed tap

SEALED BIDS WILL BE RECEIVED BY the Superintendent of Plant Operation and Main-tenance, Board of Education of The City of New York, at his office, Room 330, 110 Livingston st., Bklyn. 2, as follows:

Until 10 a. m., on MONDAY, SEPTEMBER 11, 1944 For repairs at the following schools: Borough of Manhattan

6, toilet room. P. S. 23, repairs boilers, etc.
P. S. 87, removing slate blackboards, etc.
P. S. 158, installation of sump pump, motor, etc.
P. S. 170, wash basin, hot plate.

Julia Richman High School, repairs curtains. Wadleigh High School, sanitary repairs. Various Schools-Repairs and painting, etc.,

P. S. 3, boiler repairs, etc.; piping repairs, etc. P. S. 32, boiler repairs.
P. S. 51, asphalt tile, furniture, etc., for

teachers' rest room. P. S. 64, new water heater.

P. S. 102, cleaning rugs. Samuel Gompers Vocational High School, new traffic rails; new greaseproof flooring and electric

William Howard Taft High School, repairs metal lockers.

Various Schools—Repairs wire and iron work, P. S. 10 and 37, etc.; repairs iron work, P. S. 57 and 70, etc.; mason work, P. S. 6 and 61; replacing glass, etc., P. S. 76 and 78, etc.; sanitary repairs, P. S. 10 and 25, etc., P. S. 57 and 92; boiler repairs, etc., P. S. 10 and 33, etc.; boiler masonry repairs, etc., P. S. 3 and 33. Borough of Breoklyn

P. S. 9, repairing and refinishing furniture. P. S. 46, sanitary repairs P. S. 56, repairs and painting. 46, sanitary repairs and replacements. S. 64, boiler masonry repairs. S. 85, heating and piping repairs. S. 113, painting stairways. P. S. 129, painting stairways.

P. S. 142, retubing boiler. P. S. 145, asphalt tile. P. S. 154, sanitary repairs and replacements. P. S. 157, sanitary repairs 157, sanitary repairs and replacements 160, sanitary repairs and replacements.

P. S. 160, sanitary repairs and replacements.
P. S. 169, tables, chairs, cabinet.
P. S. 171, heating and piping repairs, etc.
P. S. 183, painting and repairs.
P. S. 194, smoke breeching repairs.
P. S. 239, sanitary repairs and replacements.
Fort Hamilton High School, alterations to driveway drains, etc.
Lafayette High School, repairs metal lockers,

Various Schools Carpentry work, P. S. 35 and 68, etc.; pavements repairs, etc., P. S. 15 and 142; glass installation, P. S. 178 and 184; chain 142; glass installation, P. S. 178 and 184; chain link fence and gate repairs, P. S. 35 and 85, etc.; new bubblers, P. S. 316 and 129; new bubblers and pipe covering, P. S. 36 and 155; sanitary repairs and replacements, Girls' Commercial High School, etc.; boiler masonry repairs, etc., P. S. 91 and 156; boiler masonry repairs, P. S. 76 and 86, etc., P. S. 42 and 118, etc.; boiler and tube repairs, P. S. 42 and 146; installing new boiler tubes, P. S. 8 and 86, etc.; grate repairs, etc., P. S. 99 and 125, etc.; installing new grate bars, P. S. 7 and 36, etc.; pump and valve repairs, P. S. 7 and 36, etc.; pump and valve repairs, P. S. 53 and 171, etc.; piping and heating repairs, P. S. 107 and 140, etc.; heating and piping repairs, etc.; P. S. 5 and 20, etc., P. S. 53 and 110, etc.; piping and heating repairs: P. S. 9 and 111, etc.; piping and heating repairs: P. S. 9 and 111, etc.; piping and heating repairs: P. S. 9 and 111, etc.; piping shop equipment, P. S. 165, etc.

Borough of Queens P. S. 4, repairs piping, valves, etc.
P. S. 5, valves and repairs steam gauges.
P. S. 6, stack guy wires.
P. S. 22, insulating smoke pipes, etc.
P. S. 33, boiler tube replacements, incinerator alterations and repairs.

P. S. 37, repairs auditorium seats, sanitary work.

P. S. 39, repairs service commun.
P. S. 50, heating repairs.
P. S. 58, grate repairs.
P. S. 63, incinerator repairs, masonry; boiler P. S. 73, replacing stereopticon screen cloth,

etc. P. S. 96, damper in incinerator pairs, etc.
P. S. 119, repairs piping and radiation.
Andrew Jackson High School, new panel office

Grover Cleveland High School, coal tub. John Adams High School, boiler tube replacement. Queens Vocational High School, gaskets and radiator repairs. Richmond Hill High School, repairs outside

lantern fixtures. William Cullen Bryant High School, oil heater blow-off piping, etc. Various Schools—Piping repairs, valves, etc., P. S. 6 and 16. Borough of Richmond

P. S. 3, repairs concrete pavement, etc.
P. S. 21, repairs fire damage.
P. S. 30, repairs pavement.
P. S. 41, repairs concrete pavement, etc.
McKee Vocational High School, cement floor
covering, window shade installation and repairs.
New Dorp High School, repairs and painting.
a5.11 45.11

Until 10 a. m., on MONDAY, SEPTEMBER 18, 1944 For repairs at the following schools:

Borough of Manhattan

P. S. 15, yard and sidewaik repairs, P. S. 42, alterations to office. P. S. 46, boiler retubing. P. S. 61, boiler masonry repairs, etc.; grate re-

pairs, etc.
P. S. 64, boiler masonry repairs.
P. S. 65, flagpole.
P. S. 87, new library shelving.

P. S. 90, asphalt tile, floors, etc.
P. S. 101, painting offices, etc.
P. S. 104, transferring and interchanging furni-

P. S. 186, inter-communicating system. Food Trades Vocational High School Annex, new library bookstacks. George Washington High School, repair and paint cement floors; asphalt tile.

Haaren High School, removing and relocating office partitions, etc.

High School of Music and Art, collapsible

stands; repairs and painting, etc.
Julia Richman High School, carpentry repairs; replacement of vacuum pump connections, etc. School of Industrial Arts Annex, installation of science table, etc.; new chimney stack.
Straubenmuller Textile High School, moving

shop materials. Various Schools—Repairs and painting, P. S. 119 and 152. Heating repairs, P. S. 30 and 96, etc. Furniture repairs, P. S. 119 and 157, etc.

Borough of The Bronx

P. S. 62, repairs to curtains. P. S. 105, installing celotex on slate blackboards, Jane Addams Vocational High School, teachers' desks, chairs, etc., for pre-kindergarten classes; asbestos blankets, clothes dryers, etc.

Various Schools—Carpenter work, P. S. 30 and 37, etc.; roof and leader repairs, P. S. 9 and 23,

Borough of Brooklyn

P. S. 6, sidewalk replacement; pavement and rurb repairs.

P. S. 64, removal of debris.
P. S. 143, ash hoist repairs.
P. S. 144, piping and heating repairs.
P. S. 145, painting stairways.
P. S. 169, fire extinguishers, etc.
P. S. 181, replacing defective cement pavement.
P. S. 214, flameproofing, relining, repairing cur

tains. P. S. 216, repairs to roof. P. S. 227, furnishing glass. P. S. 252, painting and repairs.

Boys' High School, boiler masonry repairs. Brooklyn High School for Specialty Trades, win

ing to shop equipment.

Brooklyn High School for Women's Garment Trades, repairs and painting; new sound system in auditorium, etc. Franklin K. Lane High School, installing new

Girls' Commercial High School, repairs to win dow shades.
Thomas Jefferson High School, new rug and

Ozite lining.
Various Schools-Repairs to leaders, P. S. 70 Various Schools—Repairs to leaders, P. S. 70 and 73, etc.. Asphalt tile, P. S. 56 and 113, etc. Asphalt tile repairs, P. S. 188 and 239. Pavement repairs, P. S. 133, etc. Iron work, P. S. 129 and 167, etc. Glass and glass installation, P. S. 26 and 75, etc. Glass replacement, P. S. 37 and 91. Strainer, bubblers, covering, etc., P. S. 108, 165 and 252. Heating and piping repairs: P. S. 37, 47, etc.; P. S. 108, etc.; P. S. 132, 141, 148; P. S. 168, 196. Piping and heating repairs, P. S. 119, 203, 207; P. S. 169, 170. Pump and engine repairs, P. S. 144, 167. Sheet metal repairs, P. S. 16, 74, etc. Repairing furniture, etc., P. S. 3, 42, 54. Removing and refinishing furniture, P. S. 74, 78, etc. Fire extinguishers, P. S. 25, 63, etc. Flameproofing, repairing, etc., curtains, P. S. 63, 109, etc.

Borough of Queens
P. S. 22, asphalt tile floor, etc.

P. S. 22, asphalt tile floor, etc. P. S. 29, repair to basketball goal post, etc. 32, repair to water service main, etc. extending C. L. Fencing.

77, wood open bookcases. 95, univent lock repairs. S. 107, heating repairs; incinerator repairs.

P. S. 107, heating repairs; incinerator repairs.
P. S. 110, repairs to steps, pavements, etc.
P. S. 134, refinishing floor.
P. S. 151, library furniture.
Bayside High School, repairs to lockers, etc.
Various Schools—Repairs to iron work, P. S
38, 109. Sanitary repairs, P. S. 11, 97. Repairs to piping, valves, etc., P. S. 81, 83, etc. Boiler masonry repairs, P. S. 6, 77, 92.

Borough of Richmond
P. S. 1, repairs to seat cushions.

P. S. 1, repairs to seat cushions. P. S. 16, maintenance and repairs.

PRESIDENT, BOROUGH OF BROOKLYN

PROPOSALS. See Regulation on Last Page

SEALED BIDS WILL BE RECEIVED BY THE President of the Borough of Brooklyn at Room-21, Borough Hall, Bklyn. 2, as follows:

TUESDAY, SEPTEMBER 12, 1944 No. 1, for grading, curbing and flagging where

necessary, and paving with permanent asphalt pave-ment on a 6-inch concrete foundation E. 40th st. from Foster ave, to Farragut rd.

No. 2, for recurbing and reflagging where necessary and paving with permanent asphalt pavement

on a 6-inch concrete foundation 16th ave. from 70th st. to 71st st. No. 3, for grading, curbing, flagging and paving with permanent asphalt pavement on a 6-inch concrete foundation 83d st. from 15th ave. to 16th

Blank forms, specifications and further informa-tion may be obtained at the Bureau of Highways and Sewers, 10th floor, Municipal Building,

DEPARTMENT OF HOSPITALS

PROPOSALS See Regulation on Last Page

SEALED BIDS WILL BE RECEIVED BY the Department of Hospitals, Room 626, 125 Worth st., Manhattan, N. Y. 13, as follows:

Until 11 a. m., on FRIDAY, SEPTEMBER 15, 1944 FRIDAY, SEPTEMBER 15, 1944 For repairs to roofs and the waterproofing of the parapet walls, etc., including the cornices around the entire perimeters of the north, south and east wings of the main hospital building, at Coney Island Hospital, Avenue Z and Ocean pkway., Bklyn.

Until 11 a. m., on THUBSDAY, SEPTEMBER 21, 1944 For furnishing labor and material to repair the brick and refractory settings and auxiliary equip-ment of boilers No. 1 and No. 2, located in the Power House of City Hospital, Welfare Island,

Blank forms and further information may be obtained upon application, in Room 627, 125 Worth st., Manhattan, N. Y. 13, where plans and specifications may be seen.

DEPARTMENT OF PURCHASE

Sale of Used Rubber Tires, Tubes, Etc.

SEALED BIDS WILL BE RECEIVED BY the Commissioner of Purchase of The City of New York, Room 2429, Municipal Building, Man-MONDAY, SEPTEMBER 11, 1944

For the sale of used rubber tires, tubes, gloves, boots, hese, gaskets, etc.

Apply to Department of Purchase, Room 2214,
Municipal Building, Manhattan, N. Y. 7, for
Sales Agreement Proposal No. 77497. 86,11

Sale of Miscellaneous Used X-Ray Film

SEALED BIDS WILL BE RECEIVED BY the Commissioner of Purchase of The City of New York, Room 2429, Municipal Building, Man-MONDAY, SEPTEMBER 11, 1944

For the sale of miscellaneous used X-ray film.
Apply to Department of Purchase, Room 2214, Municipal Building, Manhattan, N. Y. 7, for Sales Agreement Proposal No. 77494. a30,s11

PROPOSALS See Regulation on Last Page

SEALED BIDS WILL BE RECEIVED BY the Commissioner of Purchase at Room 2429, Municipal Building, Manhattan, at the following times for the following supplies, materials, equipment, etc., to wit:

MONDAY, SEPTEMBER 11, 1944 For stock and fresh fruits and vegetables.

Until 10.30 a. m., on MONDAY, SEPTEMBER 11, 1944 For lumber.

MONDAY, SEPTEMBER 11, 1944 For asphalt blocks. For kitchen utensils. For manufacture of robes.

Until 10.30 a. m., on TUESDAY, SEPTEMBER 12, 1944
For fresh fish. \$9,12
Until 10.30 a. m., on TUESDAY, SEPTEMBER 12, 1944
For fire brick.
Until 10.30 a. m., on TUESDAY, SEPTEMBER 12, 1944
For broken stone and mineral dust.
For garage air compressors. a31,a12
Until 10.30 a. m., on
TUESDAY, SEPTEMBER 12, 1944 For lumber. 27,12
Until 10 a. m., on
WEDNESDAY, SEPTEMBER 13, 1944 For meat and poultry. s11,13
For meat and pointry,
Until 10.30 a. m., on WEDNESDAY, SEPTEMBER 13, 1944
For envelopes. a5,13
Until 10.30 a. m., on WEDNESDAY, SEPTEMBER 13, 1944
For rubber and linen hose. \$1,13
Until 10.30 a. m., on
FRIDAY, SEPTEMBER 15, 1944
For miscellaneous pharmaceutical preparations.
Until 10.30 a. m., on
FRIDAY, SEPTEMBER 15, 1944 For kerosene.
For fuel oil. 88,15
Until 10.30 a. m., on
FRIDAY, SEPTEMBER 15, 1944 For envelopes.
Until 10.30 a. m., on TUESDAY, SEPTEMBER 19, 1944
For castings, gray iron.
For fire engines (750 G.P.M.).
For Trico, Folberth windshield wipers, fans and
nade

Blank proposal forms for submission of bids at the above hid openings may be obtained at Room 2214, Municipal Building, Manhattan, N. Y. 7, where bidders may examine specifications, blue prints and the contract forms.

For automotive electric parts.

BOARD OF TRANSPORTATION

Notice of Public Hearing

NOTICE IS HEREBY GIVEN THAT A public hearing will be held at the office of the Board of Transportation of The City of New York, on the 6th floor of No. 250 Hudson st., Borough of Manhattan, N. Y. 13, on September 22, 1944, at 11.30 a. m., on the proposed terms and conditions of draft form of contract for the september 25 and conditions of draft form of contract for the september 25 and conditions of draft form of contract for the september 25 and conditions of draft form of contract for the september 25 and conditions of draft form of contract for the september 25 and conditions of draft form of contract for the september 25 and 1945. construction of drip pans under tracks of Myrtle Avenue Elevated Railroad, between Bridge and Jay sts., Brooklyn. Agreement "RO."

Copies of said draft form of proposed contract may be obtained at the offices of the Board of Transportation, Room 509, No. 250 Hudson st., Borough of Manhattan, N. Y. 13, at a cost of

fifty (50) cents each.
Dated, September 5, 1944.
BOARD OF TRANSPORTATION OF THE H. DELANEY, TORK Chairman; FRANK X. SULLIVAN, GEORGE KEEGAN, \$8,22 WM. JEROME DALY, Secretary.

Sale of Ferrous Scrap, Electric Drills, Etc.

SEALED BIDS FOR THE SALE OF THE following will be received by the Board of Transportation, 250 Hudson st., Manhattan, N. Y. 13, until 10 a. m., on Thursday, September 21,

scrap consisting of steel car wheels; miscellaneous apply to the following departments: Board of iron and steel scrap; frogs and switch points; open hearth steel (T) rail, etc. Bid form no. 31812 may be obtained at Room 411.

For 15 Duntley electric drills and 2 Duntley electric grinders. Bid form no. 31813 may be obtained at Room 411. s11,21

Sale of Non-Ferrous Scrap Material

SEALED BIDS FOR THE SALE OF APPROXImately 79,000 pounds of non-ferrous scrap consisting of rubber, tape and cotton covered wire; lead, paper covered and weatherproof copper cable; brass condenser tubes; clean copper wire; miscellaneous brass; lead babbitt dross; lead borings; copper bonds, etc., will be received by the Board of Transportation, 250 Hudson st., Manhattan, N. Y. 13, until 10 a. m., on Friday, September 15, 1944. Bid form no. 31815 may be obtained at Room 411. \$11,15

PROPOSALS See Regulation on Last Page

SEALED BIDS WILL BE RECEIVED BY the Board of Transportation, at 250 Hudson st., Manhattan, N. Y. 13, as follows:

MONDAY, SEPTEMBER 11, 1944 For bolts and nuts to blue print (bid no. 31388). bearings: Armature and axle (bid no. a28.s11

31481).

Until 11.30 a. m., TUESDAY, SEPTEMBER 12, 1944 For renewal of surface railroad tracks of the New York City Transit System, BMT Division, in Wythe ave., from Wallabout to S. 8th st., 129,512

WEDNESDAY, SEPTEMBER 18, 1944 For canvas conveyor belts (bid no. 31526).

Until 10 a. m., on THURSDAY, SEPTEMBER 14, 1944

For material to blue print: Brass and bronze (bid no. 31401). For repairs and re-tubing of condensers (bid For material to blue print: Iron and steel (bid по. 31387).

Until 10 a. m., on FRIDAY, SEPTEMBER 15, 1944 For pneumatic tires (bid no. 31671). For wiping towel service (bid no. 31625). For solution, sodium hypochlorite (bid no.

Until 10 a. m., on FRIDAY, SEPTEMBER 15, 1944 For material to blue print: Iron and steel (bid Until 10 a. m., on TUESDAY, SEPTEMBER 19, 1944 For seals, coin bag (bid no. 31682). s11,19

Until 10 a. m., on TUESDAY, SEPTEMBER 19, 1944 For canvas bags to specification (bid no. 31661) For steel: Bars, shapes, plates and sheets (bid no. 31617).

Until 10 a. m., on WEDNESDAY, SEPTEMBER 20, 1944

For special track work: Frogs and switches (bid no. 31555).

Until 10 a. m., on THURSDAY, SEPTEMBER 21, 1944 For Di-Sodium Phosphate Anhydrous to specifi cation (bid no. 31683).

For bolts, nuts and screws: Machine and stove bolts; brass and steel nuts; machine and wood screws, etc. (bid no. 31532). \$11,21

Until 11.30 a. m., on FRIDAY, SEPTEMBER 22, 1944 For construction and equipment of a service station at the 36th st. bus terminal, Brooklyn. (Agreement "RM").

Until 10 a. m., on TUESDAY, SEPTEMBER 26, 1944 For castings, malleable iron, rough, to specification and drawings (bid no. 31612).

For plates, tie to specification (bid no. 31611).

Proposals-Netice to Bidders

General Instructions to Bidders for Furnishine Meterials, Supplies and Equipment to The City of New York for Use in the Maintenance and Operation of the New York City Transit System.

VARYING QUANTITIES OF MATERIALS, supplies and equipment used in connection with the operation and maintenance of the New York City Transit System and other activities of the Board of Transportation are being purchased as required. Competitive bids for such supplies are desired from all responsible individuals and corporations. Names of those desiring to be bidders will be placed on appropriate list, but bids will not be limited to those on such lists. Where quantities in excess of \$1,000 in value are required the same will be advertised and the time for opening the bids will be announced by public notice. For further information and particulars apply in Room 411, office of the Board of Transportation.

No. 250 Hudson st., Manhattan, N. Y. 13. No bid will be requested or accepted from any contractor who is in arrears or in default to The City of New York. The right is reserved to reject any and all bids.

MUNICIPAL CIVIL SERVICE COMMISSION

NOTICES OF EXAMINATIONS

General Examination Instructions

Note: These instructions are to be considered as part of the advertised requirements unless spe-

cific exception is made. Age and Sex: All examinations are open to both men and women of all ages unless advertisement

states otherwise. thip and Residence: At the date of filing applications Candidates must be citizens of the United States and residents of the State of New York. The foregoing provision regarding residence does not apply to candidates for license examinations, except as provided in the notice for a particular examination under the heading "Rerements.

At the time of appointment-Candidates must comply with that section of the Administrative Code which provides that any office or position, compensation for which is payable solely or in part from the funds of this City, shall be filed only by a person who is a bona fide resident and dweller of the City for at least three years immediately For approximately 635 gross tons of ferrous preceding appointment. (This provision does not Transportation; Board of Water Supply; New York City Housing Authority; Municipal Civil Service Commission; Triborough Bridge Authority; New York City Tunnel Authority; Board of Edu cation; Board of Higher Education.)

Applications for examinations must be filed on forms furnished by the Commission at its Applica-tion Bureau, 96 Duane st., Manhattan, N. Y. 7. The Application Bureau is open for business on weekdays and Saturdays from 9 s. m. to 4 p. m. Application blanks are also mailed on request, provided that a self-addressed 9-inch envelope stamped six cents for return, is enclosed.

Filing: Unless otherwise specified, application may be filed either in person or through the mails. Applications submitted through the mails must be stamped at the rate of three cents an ounce. Applications mailed to the Commission with insuffitient postage will be rejected. Applications sub mitted through the mails must be accompanied by a certified check or money order in the amount of the fee, and must be postmarked on the envelope not later than 12 midnight on the last day for filing. Such application must also be received not more than five days thereafter, unless eligibility in the adver-tisement is nation-wide. The official notice to appear for the examination is also the receipt for the payment of the fee. Applicants are cautioned not to send cash through the mails. Mailed applications must have the position applied for noted on the lower left hand corner of the envelope, and the return address noted in the upper left hand corner. Special envelopes designed to meet these re-quirements may be obtained at the time the application is requested.

Applications submitted in person must be filed during the normal hours of business of the Application Bureau noted above. In such cases, the fee must be paid at the time of filing by cash, check or

money order.

Change of Address: Candidates for examination and eligibles on the lists must notify the Commission promptly of all changes of address between the time of filing the application and appointment to a permanent position from the list. Failure to do so may disqualify them on any part or parts of the examination which have not already been held.

Refunds: There is no fee charged for the application. Candidates in open competitive examinations whose applications are rejected will receive a refund of their fee from the Comptroller's Office one month after receipt of their notice of rejection, in promoion examinations one month after the exam is held. No fees will be refunded to candidates who fail to appear for examinations for which they are qualified or who fail to pass in any part of such

examinations. Pass Marks: Unless otherwise specified, the pass marks on each test is fixed in accordance with the needs of the service.

Cantion: The Commission cannot assume any responsibility for the non-delivery of applications requested through the mails, nor for the loss of any cash submitted with such applications.

Notarization: All applications must be notarized except in the case of promotion examinations. Unless otherwise specified, no supplementary statements of any kind will be accepted from candidates after the filing date for the receipt of days thereafter.

applications in the rating of training, or experience,

applications in the rating of training, or experience, or personal qualifications.

Except as otherwise specifically stated in advertisements, all preliminary training or other qualifications required for the examination must be completed on or before the date of application.

Training, experience and personal qualifications may be rated after an examination of the candidate's application and after an oral interview or such other inquiry or investigation as may be deemed necessary.

deemed necessary.

To be satisfactory, the experience prescribed, in

addition to covering the period fixed herein, must also be of such a nature and quality as to warrant the inference that the candidate is fit to perform the duties of this position. The initial experience rating, therefore, is not necessarily final. If investigation on inquiry discloses that the candidate's experience is not of the nature or quality desired then he may be either rerated or failed in experience. Mere admission to the examination in any test thereof is not conclusive on the Commission as to the qualifications of any candidate.

Admission to the examination or to any part of it conditionally or pending subsequent determination of qualifications does not imply that the candidate possesses the minimum qualifications required for the position or is entitled to a passing rating on the experience part of the examination. If the experience interview, held after the written or other parts of the examination, discloses that the candidate lacks the requisite experience or education, he may be disqualified or given less than a passing rating or experience.
Not more than four months of provisional em-

ployment in the position for which an examination is held may be credited in the rating of experience.

Selective Certification: At the request of a department head or upon its own initiative, the Commission may make selective certification of a list resulting from any examination to similar or related positions which require additional or special qualifications not tested specifically by the examinaqualincations not tested specifically by the examina-tion. Such selective certification, except where made on the basis of age or additional or special physical or medical qualifications, will be made only upon due notice to all eligibles affected on this list, and only to obtain eligibles who possess such special qualifications or abilities as can be evidenced by experience record, or by the possession of a license, or by the possession of specified paraof a license, or by the possession of specified para-phernalia, equipment or facilities or the passing of a qualified test. Eligibles who pass a non-competitive test administered by the Commission to ascertain the possession of such special qualifications will be certified to such similar or related positions in the order of their standing on the original list. General Modical and Physical Standards:

No disease, injury or abnormality that tends to impair health or usefulness. Other medical and physical standards may be specifically required.

EXAMINE WITH EXTREME CARE THE PRELIMINARY REQUIREMENTS PRE-

Appointments: In the case of graded positions appointments are usually made at the minimum alary of the grade. The eligible list may be used for appropriate positions in lower grades. In the case of ungraded positions, appointments are usually made at the salary advertised but subject to final determination of the Budget Director. In the case of per diem positions, the salary advertised is the

one presently paid.

Promotion Examinations: The rules of the Municipal Civil Service Commission provide that in determining eligibility for promotion, the titles of positions and the duties which are naturally and properly attached thereto shall be considered. Duties which have been performed not in accordance with the title, or alleged personal qualifications, shall not be considered in determining eligibility.

Any employee serving under a title, not mentioned in the eligibility requirements, but which he believes falls within the provisions of the above as Foreman of Maintenance Painters at \$55 a rule, may file an application and an appeal to week (plus a cost-of-living bonus of \$4.61) subject empete in the examination during the period stated n the advertisement. No appeals will be received after 4 p. m. on the closing date for the receipt of applications.

All persons on the preferred list for titles included under eligibility requirements are likewise eligible to participate in this examination.

THERE WILL BE NO DEVIATION FROM THIS PROCEDURE.

PROMOTION TO ASSISTANT SUPERVISOR BUREAU OF CHILD WELFARE, DEPARTMENT OF WELFARE

This Examination is open only to employees of Department of Welfare

Salary: \$2,101 to but not including \$2,700 per Applications: Issued and received from 9 a. m.,

Sept. 11, to 4 p. m., Sept. 26, 1944.

Fee: \$2. Fees are not refunded to persons who re absent from examinations; refunds are made only to those candidates not permitted to take

he necessary requirements. Vacancies: 5 (app.). Date of Test: The written examination will be

examinations by the Commission because they lack

neld Nov. 14, 1944. Eligibility Requirements: Open to all permanent employees in the Department of Welfare who meet the following requirements and who are otherwise eligible: (1) they must have served continuously in the title of Social Investigator or Medical Social Worker, Grade 1, for a period of not less than one year and who have served con-tinuously in the Department of Welfare for a period of not less than six months next preceding he date of the written test; (2) at the final date of filing of application, they must have had not less than one year of full time paid experience within the last ten years in social case work in the child welfare field with a public or private child-caring agency adhering to aceptable stand-ards. This experience may have been obtained concurrently with the one year of service required

under (1) above.

Requirements for Appointment: Candidates whose names appear on the list but who do not meet the requirements of the New York State Department of Social Welfare for this position will not be certified until such time as they meet these requirements. A copy of these requirements is available at the offices of the Department of Welfare. Such candidates should notify the Mu-nicipal Civil Service Commission as soon as they meet these requirements.

Dutles: To supervise a group of social investigators working for the welfare of children and unmarried mothers who need care at public ex-pense away from their own homes in foster homes or in institutions; help families care for thei children so that foster care will not be necessar and to help families to resume as quickly as possible the care of children who have been away from their homes; perform related work. The exami nation may cover such subjects as child welfare public assistance; social work and related fields; supervision, training and evaluation of staff; staistical control, community resources.

Subjects and Weights: Record and seniority weight 50, 70% required; written, weight 25, 70% required; education, experience and personal

qualifications, weight 25, 70% required.

Applications by mail will be accepted if mailed and postmarked up to and including 12 midnight on the last day for the receipt of applications and received by the Commission not more than five

See "General Examination Instructions." which is to be considered part of this notice.

MUNICIPAL CIVIL SERVICE COMMIS-SION. ESTHER BROWLEY, Acting President; FER-DINAND Q. MORTON and RUSSELL LORD TARBOX,

EDWIN C. DOBBINS, Acting Secretary, \$11,26

PROMOTION TO CHIEF DIETITIAN This Examination is open only to employees of Department of Hospitals

Salary: \$2,041 to but not including \$3,240 per annum with maintenance; \$2,401 to but not in-cluding \$3,600 per annum without maintenance. Applications: Issued and received from 9 a. m.,

Sept. 11, to 4 p. m., Sept. 26, 1944.

Fee: \$2. Fees are not refunded to persons who are absent from examinations; refunds are made only to those candidates not permitted to take examinations by the Commission because they lack the necessary requirements.

Vacancies: 1 at \$3,000 per annum with maintenance; 1 at \$2,640 per annum with maintenance. Date of Test: The written examination will be

held Nov. 15, 1944.
Eligibility Requirements: Open to all permanent employees in the Department of Hospitals who have served in the title of Head Dietitian for a period of not less than one year and who have served continuously in the Department of Hos-pitals for a period of not less than six months on pitals for a period or not less than six months on the date of the written test, and who are other-wise eligible. In addition, candidates must be graduates of a college approved by the University of the State of New York with a major in foods and nutrition or institutional management, or have the equivalent, and must have had at least 5 years of progressively responsible administrative experience of a character to equip them to perform the duties of the positions; or a satisfactory equivalent. Two years' of experience as a dietitian in an approved hospital will be accepted in lieu

of a college degree. Duties: To be in complete charge of a dietary service in a hospital, such as Bellevue or Kings County; direct and plan the work of the staff, such as preparation of food estimates and requisitions, maintenance and control of cost and of food quantity consumption, as well as menu planning, special diets, nutrition programs, student dietitian

courses, etc.; perform related work.

Subjects and Weights: Record and seniority. weight 50, 70% required; written, weight 15, 70% required; training, experience and personal qualifications, weight 35, 70% required; final average, 70% required.

Applications by mail will be accepted if mailed

and postmarked up to and including 12 midnight on the last day for the receipt of applications and received by the Commission not more than five days thereafter. See "General Examination Instructions," which

is to be considered part of this notice.

MUNICIPAL CIVIL SERVICE COMMIS-SION. ESTHER BROWLEY, Acting President; FER-DINAND Q. MORTON and RUSSELL LORD TARBOX, EDWIN C. DOBBINS, Acting Secretary. \$11,26

PROMOTION TO FOREMAN OF MAINTENANCE PAINTERS

AMENDED NOTICE

Candidates who filed applications in July, 1944, need not file again but may, if they wish, make additions or amendments thereto.

This Examination is open only to employees of New York City Housing Authority

to departmental budget, and also vacancies as Assistant Foreman of Maintenance Painters at \$48 (plus a cost-of-living bonus of \$2.30), \$50 (plus a cost-of-living bonus of \$4.61), and \$52.50 a week (plus a cost-of-living bonus of \$4.61), subject to departmental budget.

Applications: Issued and received from 9 a. m.,

Sept. 11, to 4 p. m., Sept. 26, 1944.

Fee: \$2. Fees are not refunded to persons who are absent from examinations; refunds are made only to those candidates not permitted to take examinations by the Commission because they lack the necessary requirements.

Date of Test: The written examination will be

held Oct. 18, 1944.

Eligibility Requirements: Open to all permanent employees of the New York City Housing Authority who have served continuously in the title of Maintenance Painter for a period of not less than one year and who have served continu-ously in the New York City Housing Authority for a period of not less than six months next preceding the date of the written test, and who

are otherwise eligible.

Duties: Under general supervision to be in charge of a group of painters and helpers engaged in the painting of interiors and exteriors of properties operated by the New York City Housing Authority; perform and direct the work of preparing surfaces to be painted or otherwise treated; mix and apply all paints and painting materials; match colors; care for all tools and equipment; supervise and set scaffolds on both interiors and exteriors in a safe and workmanlike manner in accord with all laws governing same; keep rec-

ords; perform related work.

Subjects and Weights: Record and seniority, weight 50, 70% required; written, weight 20, 70% required; practical oral, weight 30, 70% re-

quired; final average, 70% required.

Applications by mail will be accepted if mailed and postmarked up to and including 12 midnight on the last day for the receipt of applications and received by the Commission not more than five

days thereafter.
See "General Examination Instructions," which is to be considered part of this notice. MUNICIPAL CIVIL SERVICE COMMIS-SION. ESTHER BROMLEY, Acting President; FER-DINAND Q. MORTON and RUSSELL LORD TARBOX,

EDWIN C. DOBBINS, Acting Secretary, \$11,26

PROMOTION TO INSPECTOR OF CARPEN-TRY AND MASONBY, GRADE 4

AMENDED NOTICE

Candidates who filed applications in July, 1944, need not file again but may, if they wish, make additions or amendments thereto.

This Examination is open only to employees of Department of Housing and Buildings

Salary: \$3,000 per annum and over. Applications: Issued and received from 9 a. m., Sept. 11, to 4 p. m., Sept. 26, 1944.

Fee: \$2. Fees are not refunded to persons who are absent from examinations; refunds are made only to those candidates not permitted to take examinations by the Commission because they lack

the necessary requirements.

Vacancles: Occur from time to time.

Date of Test: The written examination will be

Eligibility Requirements: Open to all perma nent employees in the Department of Housing and Buildings who have served continuously in the

following titles for a period of not less than one year and who have served continuously in the Department of Housing and Buildings for a period of not less than six months next preceding the date of the written text, and who are otherwise eligible: Inspector of Carpentry and Masonry, Grade 3; Inspector of Masonry Construction, Grade 3; Inspector of Masonry, Grade 3; Inspector of Masonry, Grade 2 and Junior Civil Engineer,

Duties: Under general direction to supervise inspections and to inspect buildings under construction, alteration or repair, fire escapes, signs, billboards and other structures to insure compliance with laws, ordinances and approved plans and specifications; examine buildings damaged by fire or buildings to be moved; supervise the inspection or inspect materials, workmanship and special conditions; direct the obtaining of samples of building materials for testing; supervise the inspection and inspect theatres, hotels, hospitals, halls, amusement park structures and other places of assembly as to conditions of safety; supervise the inspection of safety conditions of fire escapes, stairs, floors, fire walls and window-cleaning devices; issue condemnation notices to owners of unsafe and illegal structures; investigate complaints and assist in the prosecution of cases of violations of the Building Code; keep records and make reports; perform

Subjects and Weights: Record and seniority, weight 50, 70% required; written, weight 25, 70% required; training, experience and personal qualifi-cations, weight 25, 70% required; final average, 70% required.

Applications by mail will be accepted if mailed and postmarked up to and including 12 midnight on the last day for the receipt of applications and received by the Commission not more than five

days thereafter.
See "General Examination Instructions," which is to be considered part of this notice. MUNICIPAL CIVIL SERVICE COMMIS-

SION. ESTHER BROMLEY, Acting President; FER-DINAND Q. MORTON and RUSSELL LORD TARBOX, EDWIN C. DOBBINS, Acting Secretary. s11,26

PROMOTION TO SENIOR ACTUARY

This examination is open to employees of New York City Employees' Retirement System, Teachers' Retirement System and Board of

Salary: \$3,000 per annum and over.

Applications: Issued and received from 9 a.m.,

Sept. 11, to 4 p. m., Sept. 26, 1944.

Fee: \$2. Fees are not refunded to persons who are absent from examinations; refunds are made only to those candidates not permitted to take examinations by the Commission because they lack

the necessary requirements.

Vacancies: One expected.

Date of Test: The written examination will be

held Oct. 24, 1944.

Eligibility Requirements: Open to all permanent employees in the New York City Employees' Retirement System, the Teachers' Retirement System and the Board of Transportation who have served continuously in the department in which presently employed for a period of not less than six months next preceding the date of the written test, and who are otherwise eligible.

the various funds on an actuarial basis, making mate and dated September 22, 1942; mortality studies, preparation of new tables for use in calculation of rates and reserves; review or perform calculations in cases presenting unusual

problems; perform related work. Subjects and Weights: Record and seniority weight 50, 70% required; written, weight 50, 70% required; final average, 70% required.

Applications by mail will be accepted if mailed

and postmarked up to and including 12 midnight on the last day for the receipt of applications and received by the Commission not more than five days thereafter. See "General Examination Instructions," which

is to be considered part of this notice. MUNICIPAL CIVIL SERVICE COMMIS SION. ESTHER BROMLEY, Acting President; FER. DINAND Q. MORTON and RUSSELL LORD TARBOX

EDWIN C. DOBBINS, Acting Secretary, \$11,26

PROMOTION TO TRACTOR OPERATOR

AMENDED NOTICE

Candidates who filed applications in July, 1944, need not file again but may, if they wish, make additions or amendments thereto.

This Examination is open only to employees of Department of Sanitation

Salary: Prevailing rate. Presently paid \$2,740 Applications: Issued and received from 9 a. m. Sept. 11, to 4 p. m., Sept. 26, 1944.

Fee: \$2. Fees are not refunded to persons who

are absent from examinations; refunds are made only to those candidates not permitted to take examinations by the Commission because they lack the necessary requirements.

Vacancles: Several anticipated.

Date of Test: The practical test will be held

Nov. 8, 1944. Eligibility Requirements: Open to all permanent employees in the Department of Sanitation who have served continuously in the titles of Sanitation Man, Class B, Sanitation Man, Class C, Auto Engineman and Laborer for a period of not less than one year and who have served continuously in the Department of Sanitation for a period of not less than six months next preceding the date of the practical test, and who hold a valid chauffeur's or operator's license at the time of certification, and who are otherwise eligible. Sanitation Men who accept permanent appointment as Tractor Operators are transferred out of the Uniformed Sanitation Force, Part 10, into the Skilled Craftsman and Operative Service, Part 38, and are no longer eligible for promotion to positions

Duties: To operate Diesel propelled tractors on land fills on Riker's Island and other fill-in projects under the jurisdiction of the Department of Sanitation, and to make minor and emergency repairs on tractors.

Subjects and Weights: Record and seniority weight 50, 70% required; practical, weight 50 70% required; final average, 70% required. Applications by mail will be accepted if mailed

and postmarked up to and including 12 midnight on the last day for the receipt of applications and received by the Commission not more than five days thereafter.
See "General Examination Instructions." which

is to be considered part of this notice. MUNICIPAL CIVIL SERVICE COMMIS-SION. ESTHER BROMLEY, Acting President; FER-DINAND Q. MORTON and RUSSELL LORD TARBOX,

EDWIN C. DOBBINS, Acting Secretary. \$11,26

BOARD OF ESTIMATE

Notices of Public Hearings

PUBLIC IMPROVEMENT MATTERS

NOTICE IS HEREBY GIVEN, THAT THE Board of Estimate at its meeting held on Thursday, August 17, 1944 (Cal. No. 11-C), adopted the following resolution:

Whereas, The Board of Estimate is considering the advisability of authorizing the regulating, grad-ing, curbing, flagging and paving with permanent asphalt of West street from Gravesend Neck road to Avenue W, together with all work incidental thereto, in the Borough of Brooklyn, the preliminary authorization for the improvement having been granted by resolution adopted on August 17, 1944 (Cal., No. 11-B), and of apportioning the

cost thereof;
Whereas, The total estimated cost of the improvement is the sum of \$14,000, the total estimated expenses are the sum of \$1,100, and the assessed valuation of the property deemed benefited thereby as shown by the tax rolls of the Borough of Brooklyn for the fiscal year 1943-1944 is the sum

of \$130,200; Resolved, That the Board of Estimate, pursuant to the provisions of Section 300 of the New York City Charter, consider the said authorization and apportionment of cost,

By assessing the entire cost of the improvement upon the property deemed to be benefited by the improvement as shown upon a map bearing the signature of the Secretary of the Board of Esti-mate and dated December 11, 1940;

Resolved, That the Board consider the proposed action at a meeting of the Board to be held in the City Hall, Borough of Manhattan, City of New York, on Thursday, September 21, 1944, at 2.30 p. m., and that at the same time and place a public hearing thereon will then and there be had; Resolved, That the Secretary of the Board cause this resolution and a notice to all persons affected thereby to be published in The City Record at least ten (10) days prior to Thursday, September

21, 1944.
Dated, New York, September 8, 1944.
ISAAC EICHHOLZ, Acting Secretary, Board of Estimate, Municipal Building, Manhattan, N. Y. 7. Telephone, WO rth 2-4560.

88,19

NOTICE IS HEREBY GIVEN, THAT THE Board of Estimate at its meeting held on Thursday, August 17, 1944 (Cal. No. 12), adopted the following resolution:

Whereas, The Board of Estimate is considering the advisability of authorizing the regulating, grad-ing, curbing, recurbing, laying sidewalks, relaying sidewalks, removing and replacing trees, where necessary, together with all other work incidental thereto, in Troon road from Hadden street to 188th street, Third Ward, in the Borough of Queens, the preliminary authorization for the improvement having been granted by resolution adopted on October 8, 1942 (Cal. No. 51), and of apportioning the coat thereof;

Whereas, The total estimated cost of the improve-

ment is the sum of \$3,700, the total estimated

Duties: To supervise one of the two divisions of the Office of the Actuary or act as assistant City Charter, consider the said authorization and

Resolved, That the Board consider the proposed

action at a meeting of the Board to be held in the City Hall, Borough of Manhattan, City of 21, 1944.

New York, on Thursday, September 21, 1944, at Dated, 2.30 p. m., and that at the same time and place a public hearing thereon will then and there be had; Resolved, That the Secretary of the Board cause this resolution and a notice to all persons affected thereby to be published in THE CITY RECORD at least ten (10) days prior to Thursday, September

21, 1944.
Dated, New York, September 8, 1944.
ISAAC EICHHOLZ, Acting Secretary, Board of Estimate, Municipal Building, Manhatan, N. Y. 7, Telephone, WO rth 2-4560.

NOTICE IS HEREBY GIVEN, THAT THE Board of Estimate at its meeting held on Thursday, August 17, 1944 (Cal. No. 13-C), adopted the following resolution:

Whereas, The Board of Estimate is considering the advisability of authorizing the regulating, grading, curbing, recurbing, laying sidewalks, relaying sidewalks, removing and replacing trees, constructing receiving basins, where necessary, together with all other work incidental thereto, in 160th street from 109th avenue to 111th avenue, Fourth Ward, in the Borough of Queens, the preliminary authorization for the improvement having been granted by resolution adopted on August 17, 1944 (Cal. No. 13-B), and of apportioning the cost thereof:

Whereas, The total estimated cost of the improve ment is the sum of \$9,800, the total estimated expenses are the sum of \$1,300, and the assessed valuation of the property deemed benefited thereby as shown by the tax rolls of the Borough of Queens for the fiscal year 1943-1944 is the sum of \$68,000:

Resolved, That the Board of Estimate, pursuant to the provisions of Section 300 of the New York City Charter, consider the said authorization and apportionment of cost,

By assessing the entire cost of the improvement upon the property deemed to be benefited by the improvement as shown upon a map bearing the signature of the Secretary of the Board of Estimate and dated December 26, 1940;

Resolved, That the Board consider the proposed action at a meeting of the Board to be held in the City Hall, Borough of Manhattan, City of New York, on Thursday, September 21, 1944, at 2.30 p. m., and that at the same time and place a public hearing thereon will then and there be had: Resolved, That the Secretary of the Board cause this resolution and a notice to all persons affected thereby to be published in THE CITY RECORD at least ten (10) days prior to Thursday, September

Dated, New York, September 8, 1944.
ISAAC EICHHOLZ, Acting Secretary, Board of Estimate, Municipal Building, Manhattan, N. Y. 7. Telephone, WO rth 2-4560. s8,19

NOTICE IS HEREBY GIVEN, THAT THE Board of Estimate at its meeting held on Thurs-day, August 17, 1944 (Cal. No. 14-C), adopted the

following resolution: Whereas, The Board of Estimate is considering the advisability of authorizing the regulating, grading, curbing, recurbing, laying sidewalks, relaying sidewalks, removing and replacing trees, constructing receiving basins, where necessary, together with all other work incidental thereto, in 125th street from 115th avenue to 116th avenue, Fourth Ward, in the Borough of Queens, the preliminary authorization for the improvement having been granted by resolution adopted on August 17, 1944 (Cal. No. 14-B), and of apportioning the cost

Whereas, The total estimated cost of the improvement is the sum of \$5,500, the total estimate expenses are the sum of \$700, and the assessed valuation of the property deemed benefited thereby as shown by the tax rolls of the Borough of Queens for the fiscal year 1943-1944 is the sum of \$86,000:

Resolved, That the Board of Estimate, pursuant to the provisions of Section 300 of the New York City Charter, consider the said authorization and

apportionment of cost. By placing one-third of the cost of constructing the basin manholes upon The City of New York, the City's share to be payable with the taxes of the City the first fiscal year next succeeding the confirmation of the assessment, and by assessing the remainder of the entire cost upon the property deemed to be benefited by the improvement as shown upon a map bearing the signature of the Secretary of the Board of Estimate and dated March 25, 1942;

Resolved, That the Board consider the proposed action at a meeting of the Board to be held in the City Hall, Borough of Manhattan, City of New York, on Thursday, September 21, 1944, at 2.30 p. m., and that at the same time and place a public hearing thereon will then and there he had;
Resolved, That the Secretary of the Board cause
this resolution and a notice to all persons affected
thereby to be published in THE CITY RECORD at
least ten (10) days prior to Thursday, September

Dated. New York, September 8, 1944. ISAAC EICHHOLZ, Acting Secretary, Board of Estimate, Municipal Building, Manhattan, N. Y. 7. Telephone, WO rth 2-4560. 18,19

NOTICE IS HEREBY GIVEN, THAT THE Board of Estimate at its meeting held on Thursday, August 17, 1944 (Cal. No. 58), adopted the

Resolved, That the Board of Estimate consider the advisability of reapportioning the entire cost of the proceeding authorized by the Board by resolution adopted on November 16, 1938 (Cal. No. 1), and amended on May 16, 1940 (Cal. No. 8), for the removal of the Sixth Avenue Elevated railroad structure in Trailroad extructure in Trailroad ext railroad structure in Trinity place, Church street, Murray street, West Broadway, West 3d street, 6th avenue and West 53d street between Morris street and 9th avenue, Borough of Manhattan, pursuant to the provisions of Section 303 of the New York City Charter, by having one-half of the assessments levied against each of the benefit parcels as set forth in the final decree in said proceeding entered in the office of the Clerk of the County of New York on January 6, 1944, remain a lien and charge against each of said benefit parcels; by placing one-half of the said assessments levied against each of said benefit parcels as set forth in the said final decree upon the Borough of Manhattan, to be levied and col-lected with the taxes of such borough in five (5) annual installments, and by having the balance of said cost of said proceeding remain a lien and charge against the Borough of Manhattan and The City of New York as set forth in said final decree; such reapportionment of cost not to become effective for any purpose whatsoever unless all the attorneys for all appellants who have appealed from said final decree entered on January 6, 1944, execute and deliver a stipulation of discontinuance and withdrawal without costs, of the pending appeal, and consent to the entry of

Duties: To supervise one of the two divisions of the Office of the Actuary or act as assistant to the Office of the Actuary; direct actuarial employees of lower grade in the performance of the following functions: calculation of retirement allowances and reserves of City employees at the time of retirement, annual valuation of assets and liabilities of the Secretary of the Board of Estimate consider the proposed action at a meeting of the board to be held in the City Hall, Borough of Manhattan, City of New York, on Thursday, September 21, 1944, at 23.30 p. m., and that at the same time and place a published at the expense of the proposed grantee in the City Hall, Borough of Manhattan, City of New York, on Thursday, September 21, 1944, at 23.30 p. m., and that at the same time and place a published at the expense of the proposed action at a meeting of the board to be held in the City Hall, Borough of Manhattan, City of New York, on Thursday, September 21, 1944, at 23.00 p. m., and that at the same time and place a published at the expense of the proposed action at a meeting of the board to be held in the City Hall, Borough of Manhattan, City of New York, on Thursday, September 21, 1944, at 23.00 p. m., and that at the same time and place a proposed action at a meeting of the board to be held in the City Hall, Borough of Manhattan, City of New York, on Thursday, September 21, 1944, at 2.30 p. m., and that at the same time and place a proposed action at a meeting of the board to be held in the City Hall, Borough of Manhattan, City of New York, on Thursday, September 21, 1944, at 2.30 p. m., and that at the same time and place a published at the expense of the expense of the expense of the proposed action at a meeting of the board to be held in the City Hall, Borough of Manhattan, City of the East three expense of the expense of the expense of the expense of the proposed action at a meeting of the board to be held in the City Hall, Borough of Manhattan, City of the East three expense of the expense of the expense o this resolution and a notice to all persons affected thereby to be published in THE CITY RECORD at

least ten (10) days prior to Thursday, September Dated, New York, September 8, 1944.

ISAAC EICHHOLZ, Acting Secretary, Board of Estimate, Municipal Building, Manhattan, N. Y. 7. Telephone, WO rth 2-4560.

FRANCHISE MATTERS

PUBLIC NOTICE IS HEREBY GIVEN PURsuant to law at a meeting of the Board of Esti-mate held August 17, 1944. The following resolutions were adopted:

Whereas, By contract dated January 26, 1937 as amended by contracts dated February 11, 1937. and May 25, 1940, The City of New York granted the Queens-Nassau Transit Lines, Inc., the franchise, right and consent to maintain and operate omnibuses for the transportation of persons for hire on certain routes in the Borough of Queens. all as more particularly described in Article II. Section 2, of said contract of January 26, 1937, as amended: and

Whereas, Queens-Nassau Transit Lines, Inc. has, by a petition dated June 21, 1944, made appli-cation to this Board for additions and deletions to routes Q-25 and Q-67A (Temporary Route) in the Borough of Queens; and

Whereas, Chapter 14 of the New York City Charter provides for the manner and procedure of making such grants; and

Whereas, Pursuant to such chapter, this Board adopted a resolution on July 20, 1944, fixing the date for public hearing on said petition as August 17, 1944, at which citizens were entitled to appear and be heard and publication of said petition and of notice of public hearing thereon was had for at least two (2) days in the "Long Island Press" and the "Queens Evening News," newspapers designated by the Mayor, and in THE CITY RECORD for ten (10) days immediately prior to the date of hearing, and said hearing was duly held and closed on said 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 Queens-Nassau Transit Lines, Inc., and the adequacy of the compensation proposed to be paid therefor; now, there-

Resolved. That the following form of resolution for the consent or right applied for by the Queens-Nassau Transit Lines, Inc., 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 of The City of New York, hereby grants to Queens-Nassau Transit Lines, Inc., the franchise, right and consent fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions, including the provisions as to rates and charges upon and subject to the terms and conditions in said proposed form of contract contained and that the Mayor of The City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York in the following form, provided that this resolution shall not become effective and such resolution shall be null and voice if Queens-Nassau Transit Lines, Inc., shall fail on its behalf to properly execute said contract in duplicate and deliver the same to this Board within thirty (30) days after the date of the approval of this resolution by the Mayor or within such further time as the Board shall grant by resolution adopted on a date prior to the expira-tion of said thirty (30) days.

QUEENS-NASSAU TRANSIT LINES, INC. Proposed Form of Contract

This contract, made and executed in duplicate this day of by and between The City of New York (hereinafter referred to as "the City") by the Mayor of the City (hereinafter referred to as "the Mayor"), acting for and in the name of the City, under and the New York (hereinafter referred to as "the Mayor"), in pursuance of the authority of the Board of Estimate of the City (hereinafter referred to as "the Board"), party of the first part, and Queens-Nassau Transit Lines, Inc., a corporation organized and existing under and by virtue of the laws of the State of New York (hereinafter referred to as "the Company"), party of the second part,

witnesseth: Whereas, By contract dated January 26, 1937 the City granted to the Company the franchise, right and consent to maintain and operate omnibuses for the transportation of persons for hire on certain routes in the Borough of Queens, all as more particularly described in Article II. Section 2, of said contract of January 26, 1937; and Whereas, By contract dated February 11, 1937, said contract dated January 26, 1937, was amended by medicing Article II. Section 2.

by modifying Article II, Section 2, so as to change the description of Route Q-65; and Whereas, By contract dated May 25, 1940, said contract dated January 26, 1937, was further amended by modifying Article II, Section 2, by changing the descriptions of Routes Q-25 and Q-65; and

Whereas, By petition dated June 21, 1944, the Company has applied to the Board for a further amendment of said contract dated January 26, 1937, as amended by contracts dated February 11, 1937 and May 25, 1940, so as to permit certain additions and deletions to Routes Q-25 and Q-67A

(Temporary Route); and
Whereas, Chapter 14 of the New York City
Charter provides for the manner and procedure

of making such grants; and Whereas, Pursuant to such chapter, the Board adopted a resolution on July 20, 1944, fixing the date for public hearing on said petition as August 17, 1944, at which citizens were entitled to appear and be heard and publication of said petition and of the notice of public hearing thereon, was had for at least two (2) days in two newspapers designated by the Mayor and in THE CITY RECORD for ten (10) days immediately prior to the date of hearing, and said hearing was duly held and

closed on said date; and
Whereas, The Board has made inquiry as to the money value of the franchise or right applied for and proposed to be granted to the Company and the adequacy of the compensation proposed to

be paid therefor; and Whereas, The Board did embody the result of such inquiry in the contract and has caused this contract to be spread upon the minutes of the Board on August 17, 1944, together with the pro-posed resolution for the grant thereof and did fix the 21st day of September, 1944, for a public hearing thereon at which citisens should be entitled to appear and be heard; and Whereas, Prior to said hearing, notice thereof

and the proposed contract and proposed resolution of consent thereto, in full, were published for at least fifteen (15) days (except Sundays and legal holidays) immediately prior thereto in THE CITY RECORD and a notice of such hearing, together with the place where copies of the proposed contract and resolution of consent thereto might be obtained an order thereon;
Resolved, That the Board of Estimate consider the by all those interested therein, was published at

agreements herein contained, the parties hereto do hereby covenant and agree with each other as follows:

Section 1. Article II, Section 2, of said contract dated January 26, 1937, as amended by con-tracts dated February 11, 1937 and May 25, 1940, is hereby further amended by adding and deleting the following streets and avenues: Additions:

Route Q-25 - Flushing-Jamaica (via Parsons Boulevard) along Kissena road from Aguilar avenue to

Parsons boulevard.
Route Q-67A (Temporary Route) — Calvary Cemetery along 69th street from Juniper avenue (69th street) and Caldwell avenue to and across

Grand avenue to Borden avenue (Midtown highway). also along Borden avenue (Midtown highway) from Grand avenue to Hamilton place. also along Hamilton place from Borden avenue

(Midtown highway) to 65th place (Hyatt avenue). also along 27th street from Borden avenue to

also along 49th avenue from 27th street to 25th street. also along Borden avenue (Midtown highway) from 58th street to and across 29th street

to Borden avenue. also along 48th street from Borden avenue (Midtown highway) to Laurel Hill boulealso along Laurel Hill bonlevard from 48th

street to and across 43d street to Borden avenue (Midtown highway). also along Clinton avenue from Borden avenue (Midtown highway) to 68th street. also along 68th street from Clinton avenue to

Perry avenue. also along Perry avenue from 68th street to Borden avenue (Midtown highway).
-which are hereinafter sometimes called "addi tional streets," and

Deletions: Route Q-25 - Flushing-Jamaica (via Parsons Boulevard)

along 88th avenue, from 153d street to the private right-of-way situated approximately 340 feet from the intersection of 88th avenue and 153d street. Route Q-67A - Calvary Cemetery (Temporary Route)

along Brown place from 69th street (Juniper avenue) to and across Grand avenue to 68th street.

also along 68th street from Grand avenue to Perry avenue. also along Perry avenue from 68th street to

Hamilton avenue. also along Hamilton avenue to Grand avenue to Borden avenue, also along Grand avenue from Hamilton ave-

nue to Brown place. also along Borden avenue from 27th street to 25th street. also along 25th street from Borden avenue to 49th avenue.

so that the descriptions of the aforementioned routes shall be as follows: Route Q-25 — Flushing Jamaica (via Parsons Boulevard)—5.75 Miles. Beginning at Roosevelt avenue and Main street;

thence along Main street to Kissena boulevard; thence along Kissena boulevard to the intersection of Kissens road and Aguilar avenue; thence along Kissena road to Parsons boulevard; thence along Parsons boulevard to Goethals avenue; thence along Goethals avenue to 164th street; thence along 164th street to Grand Central parkway; thence along Grand Central Parkway to Parsone boule-

vard, thence along Parsons bouleyard to Jamaica avenue; thence along Jamaica avenue to 153d street; thence along 153d street to Hillside avenue; thence along Hillside avenue to Parsons boulevard; also along 40th road between Main street and Prince street; also along Prince street between 40th road and Roosevelt avenue; also along Roose-velt avenue between Prince street and Main street; 40th road and Roosevelt avenue; also along Roosevelt avenue; also along Roosevelt avenue between Prince street and Main street; board of Estimate of said City, has caused the also along Parsons boulevard from Grand Central parkway to Goethals avenue; and also along and the corporate seal of said City to be hereunto signed parkway to Goethals avenue; and also along and the corporate seal of said City to be hereunto designated by the Mayor, and in The City Aguilar avenue from Parsons boulevard to Kissena boulevard.

Route Q-67A—Calvary Cemetery (Temporary Raute)—7.03 Miles.

Beginning at the intersection of Metropolitan avenue and 65th street; thence along 65th street to Admiral avenue; thence along Admiral avenue to 65th lane; thence along 65th lane to Metropolitan avenue; thence along Metropolitan avenue to 69th street (Juniper avenue); thence along 69th street (Juniper avenue) to and across Grand avenue to Borden avenue (Midtown highway); thence along Borden avenue (Midtown highway) to Hamilton place; thence along Hamilton place to 65th place; thence along 65th place to 53d drive; thence along 53d drive to Maurice avenue; thence along Maurice avenue to Newtown avenue (54th avenue); thence along Newtown avenue (54th avenue) to Borden avenue (Midtown highway); thence along Borden avenue (Midtown highway) to and across 29th street to Borden avenue; thence along Borden avenue (Midtown highway) to 27th street; thence along 27th street to 49th avenue; thence along 49th avenue to 21st street; thence along 21st street to Bridge Plaza South; thence along Bridge Plaza South to 28th street; thence along 28th street to Hunter street; thence along Hunter street to 44th drive; thence along 44th drive to 21st street; also along Metropolitan avenue from 65th street to 65th lane; also along 48th street from Borden avenue (Midtown highway) to Laurel Hill boule-vard; also along Laurel Hill boulevard from 48th street to and across 43d street to Borden avenue (Midtown highway); also along Clinton avenue from Borden avenue (Midtown highway) to 68th street; also along 68th street from Clinton avenue to Perry avenue; also along Perry avenue from 68th street to Borden avenue (Midtown highway).

Section 2. Article VII of the contract dated January 26, 1937, as amended, is hereby further amended so that Section 26 shall read as follows: Section 26. The Company agrees to keep on sale at elementary and high schools, monthly commutation tickets for one dollar (\$1) each, entitling school children, on school days, to one continuous ride to or from school over any authorized route or zoned portion thereof, including transfers, subject to reasonable regulations governing their is-suance and use. The Company shall print, supply and sell to the City or any of its agencies, the Board of Education or any school, communication tickets for the transportation of school children at the aforesaid commutation rate of fare.

Children under the age of five (5) years not

occuying a seat, accompanied by a person paying full fare, shall be permitted to ride free. The Company shall carry on its omnibuses, free of charge, members of the Police and Fire Departments of the City when in full uniform and on duty, provided not more than two (2) such uniformed employees need be carried at any one

time on any one omnibus.

Section 3. The Company shall make application to the Public Service Commission for the necessary approval and authority, as required by law with respect to said substituted descriptions of Routes Q-25 and Q-67A (Temporary Route), within thirty (30) days from the date on which this contract is signed by the mayor or within such further time as the Board may allow; otherwise the rights hereby granted with respect to said aubstituted descriptions of routes shall cease and

determine. In the event that the Public Service Commission fails to grant the necessary approval and authority with respect to any of said substituted descriptions of Routes Q-25 and Q-67A (Temporary Route), or to any portion of any substituted description of routes within six (6) months from the date upon which this contract is signed by the Mayor or within such further time as may be authorized by resolution adopted by the Board, the rights herein granted with respect to any of said substituted descriptions of routes or portions of any substituted descriptions of routes to which the Public Service Commission shall fail to grant such approval and authority, shall cease and determine and the rights and obligations of said contract of January 26, 1937, as amended by said contracts of February 11, 1937, and May 25, 1940, as to such amended routes or portions for which the Public Service Commission has given its approval shall remain unaffected by this contract except, as to the portions of substituted descriptions of routes for which the Commission grants

the necessary approval and authority.

Section 4. The Company shall commence operation over said substituted descriptions of Routes Q-25 and Q-67A (Temporary Route), or any portion or portions of said substituted descriptions of for which the Public Service Commission grants the necessary approval and authority, within thirty (30) days after the date of the order of the Commission granting such approval and authority. In the event that the Company shall, within said time, fail to commence operation over the said substituted descriptions of routes, or portions of said routes, the Board may, by resolu tion and upon thirty (30) days' notice, cancel this contract as to such substituted descriptions of routes, which the Company shall fail so to operate, whereupon the franchise hereby granted for such substituted descriptions of Routes Q-25 and Q-67A

(Temporary Route) shall cease and determine.

Section 5. Nothing in this contract shall be deemed to affect in any manner the right of the City to grant to any other corporation, or person, a similar right and privilege upon the same or other terms and conditions over the streets and avenues hereinabove described or over any other streets and avenues. The Company hereby agrees not to offer any opposition before the Public Service Commission to the granting of a certificate of convenience and necessity and of permission and approval by said Public Service Commission to any corporation or person to which the City has granted a franchise or may hereafter grant a f anchise to operate on the "additional streets." Should the Company, through its officers, representatives, counsel or other interested party, offer such opposit tion before the Public Service Commission, such action shall constitute a default under this contract and shall entitle the City to cancel this con-tract and terminate the franchise, right and con-

sent herein granted. Section 6. It is mutually understood and agreed that, except as expressly provided herein, nothing in this contract contained shall be deemed to affect in any manner the provisions of the contract eninto between the City and the Company, dated January 26, 1937, as amended by contracts dated February 11, 1937 and May 25, 1940. and the Company promises, covenants and agrees on its part and behalf to conform to, abide by and perform all of the terms, conditions and requirements of said contract of January 26, 1937, as amended by the provisions of this contract and by contracts dated February 11, 1937 and May 25,

Section 7. The making of this contract and the covenants herein contained shall not in any man ner affect the validity of the said contract of January 26, 1937, as amended by contracts dated February 11, 1937 and May 25, 1940, nor, if this

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 as of the day

Attest: City Clerk.
QUEENS-NASSAU TRANSIT LINES, INC.,
President.
(Seal)

(Seal) Attest: Secretary. (Here add acknowledgments)

Resolved, That the results of the inquiry made by this Board as to the money value of the proposed franchise and the adequacy of the compensation proposed to be paid therefor, and of the terms and conditions, are as specified and fully set forth in the said contract of January 26, 1937, as amended by contracts dated February 11, 1937 and May 25, 1940, and as further amended by the foregoing form of proposed conamended by the foregoing form of proposed contract.

Resolved, That these preambles and resolutions including said resolution for the consent of The City of New York to the change of description of route as applied for by the Queens-Nassau Transit Lines, Inc., 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, September 21, 1944, in THE CITY RECORD, together with the following notice,

Notice is hereby given that the Board of Estimate, before authorizing any contract for the consent of the City to certain modifications and amendments in and to the terms and conditions of said contract of January 26, 1937, as amended by contracts dated February 11, 1937 and May 25, 1940, such modifications and amendments being fully set forth and described in the foregoing form of proposed contract for the grant going 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, September 21, 1944, at 2.30 p. 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 resolu tion of consent thereto may be obtained by all those interested therein at the Bureau of Franchises, Room 1307, Municipal Building, Centre and Chamber Streets, Borough of Manhattan, shall be published at least twice at the expense of the proposed grantee, prior to Thursday, Sep-tember 21, 1944, in the "Long Island Press" and the "Queens Evening News," newspapers in which the petition and notice of hearing thereon have

published.

Dated, New York, August 17, 1944. s2,21
ISAAC EICHHOLZ, Acting Secretary.

PUBLIC NOTICE IS HEREBY GIVEN PUR suant to law at a meeting of the Board of Esti-mate held August 17, 1944.

The following resolutions were adopted:
Whereas, Steinway Omnibus Corporation has,
by a petition dated June 21, 1944, made application to this Board for a modification of the fran-chise contract of said Company dated July 17, Q-101, Q-102, Q-103 and Q-104; and
Whereas, Chapter 14 of the New York City
Charter provides for the manner and procedure

of making such grants; and Whereas, Pursuant to such laws, this Board adopted a resolution on August 17, 1944, fixing the date for public hearing on said petition as September 21, 1944, at which citizens were entitled to appear and be heard and publication of said petition and of notice of public hearing thereon was had for at least two (2) days in the "Long Island Press" and the "Queens Evening News," newspapers designated by the Mayor, and in THE CITY RECORD for ten (10) days prior to the date of hearing and said hearing was duly hald and closed on said date; and

held and closed on said date; and Whereas, This Board has made inquiry as to the money value of the franchise or right applied for and proposed to be granted to Steinway Omni-bus Corporation, and the adequacy of the com-

pensation proposed to be paid therefor; now, there Resolved, That the following form of resolution for the consent or right applied for by the Stein-way Omnibus Corporation, containing the form proposed contract for the grant of such right hereby introduced and entered in the minutes

of this Board, as follows, to wit: Resolved, That the Board of Estimate hereby consents to certain changes in the description of Routes Q-101, Q-102, Q-103 and Q-104 in said contract of July 17, 1939, such changes in the description of said routes being fully set forth and described in the following form of proposed contract for the grant thereof, and that the Mayor of The City of New York be and be hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York in the following form, provided that this resolution shall not become effective and such resolution shall be null and void if the Steinway Omnibus Corporation shall fail on its behalf to properly execute said contract in duplicate and deliver the same to this Board within thirty (30) days after the date of the approval of this resolu tion by the Mayor or within such further time as the Board shall grant by resolution adopted on a date prior to the expiration of said thirty

STEINWAY OMNIBUS CORPORATION Proposed Form of Contract

This contract, made and executed in duplicate this day of 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 of said City (hereinafter called the Board) and the Steinway Omnibus Corporation, a domestic corporation (bereinafter called the Company), party of the

second part, witnesseth: Whereas, By contract dated July 17, 1939, the City granted to the Company the franchise, right and consent to maintain and operate omnibuses for the transportation of persons for hire on cer-tain routes in the Boroughs of Manhattan and Queens, as more particularly described in A-ticle II, Section 2, of said contract of July 17, 1939;

and Whereas, By petition dated June 21, 1944, the Company applied for a modification of said contract dated July 17, 1939, so as to change the description of Routes Q-101, Q-102, Q-103 and Q-104, all as more particularly described in said

petition; and

Whereas, The Board has made inquiry as to the money value of the franchise or right applied for and proposed to be granted to the Steinway

whereas, The Board did embody the result of such inquiry in this contract and has caused this contract to be spread upon the minutes of the Board on August 17, 1944, together with the proposed resolution for the grant thereof, and did fix the 21st day of September, 1944, for a public hearing thereon, at which citizens should be entitled to appear and be heard; and Whereas, Prior to said hearing, notice thereof, and the proposed contract and proposed resolution.

and the proposed contract and proposed resolution of consent thereto, in full, were published for at least fifteen (15) days (except Sundays and legal holidays) immediately prior thereto in The City RECORD, and a notice of such hearing together with the place where copies of the proposed con-tract and resolution of consent thereto might be obtained by all those interested therein, was published at least twice, at the expense of the proposed grantee, in the two newspapers in which the petition and notice of hearing thereon were pub-lished and said hearing was only held and closed on said day;

In consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree with each other

Section 1. Article II, Section 2, of said con-tract of July 17, 1939, is hereby amended by adding and deleting the following streets and avenues:

Additions: Route Q-101-Steinway Street along 20th avenue from Steinway street to 38th street

also along 38th street from 20th avenue to 19th avenue also along 42d street from Astoria Boulevard

South to 25th avenue also along 25th avenue from 42d street to

Steinway street Route Q-102-31st Street along 21st street (Van Alst avenue) from Bridge Plaza South to 41st avenue also along 41st avenue from 21st street (Van Alst avenue) to Vernon boulevard also along Vernon boulevard from 41st avenue

also along 40th avenue from Vernon boulevard

Alst avenue) to 23d street (Ely avenue) said substituted also along 23d street (Ely avenue) from 27th road to Newtown avenue

In the event

to 27th avenue also along 2d street from 27th avenue to

Astoria boulevard Route Q-103-Vernon Boulevard along 1st street from Astoria boulevard to 27th avenue also along 27th avenue from 1st street to 2d

atreet also along 2d street from 27th avenue be Astoria boulevard

Route Q-104-Broadway avenue also along 33d avenue from 11th street to

12th street also along 12th street from 33d avenue to Broadway also along 34th avenue from Northern Boulevard to 47th street

also along 47th street from 34th avenue to Broadway

-which are hereinafter sometimes called "additional streets," and Deletions:

Route Q-102-31st Street along Bridge Plaza North from 21st street (Van Alst avenue) to Vernon Boulevard.

so that the descriptions of the aforesaid routes shall be as follows: Route Q-101-Steinway Street-5.86 Miles-Be ginning at or near the lower level (underground

terminal) of the Queensboro Bridge in the Bor ough of Manhattan; thence along said level (under ground terminal) to the ramp on the south side of the said Bridge; thence up and on said ramp onto the main level (Main roadway) of the said bridge; avenue); also along 19th avenue between Steinway tween 19th avenue and 20th avenue; also along 20th avenue between 38th street and Steinway street; also along Astoria boulevard South between Crescent street; also along Crescent street, between hereby granted. Bridge Plaza North and the Queensboro Bridge approach; also along the north ramp on the west-Crescent Street and 23d street (Ely avenue); also along 23d street between Bridge Plaza North and Bridge Plaza South; also along Bridge Plaza South between 23d street and Crescent street; also along Jackson avenue, Northern boulevard and Queens oro Bridge Plaza between Bridge Plaza North and Bridge Plaza South.

Route Q-102-31st Street-5.28 Miles-Begin ning at the foot of Astoria boulevard (East River); thence along Astoria boulevard (formerly Astoria avenue and Main street) to Newtown avenue; thence along Newtown avenue to Crescent street; thence along Crescent street to 30th avenue (Grand boulevard Jackson avenue); thence along Northern boulevard and Jackson avenue to Queensboro Bridge Plaza North; also along Bridge Plaza North between Northern boulevard (Jackson evenue) and 2-104, all as more particularly described in said between Northern boulevard (Jackson evenue) and efficient; and Class of the New York City street to 41st avenue thence along 41st avenue to the date of the execution thereof by the Mayor.

contract shall be held invalid in whole or in part | Charter provides for the manner and procedure of | Vernon boulevard; thence along Vernon boulevard shall not affect in any manner the validity of the Whereas, Pursuant to such laws, the Board street; thence along 40th avenue; thence along 40th avenue to 10th aforesaid contracts. Section 8. This contract shall take effect on adopted a resolution on July 20, 1944, fixing the also along 21st street between Bridge Plaza North the date of the execution thereof by the Mayor. date for public hearing on said petition as August
In witness whereof, the party of the first part,
by its Mayor, thereunto duly authorized by the and be heard, and publication of said petition and also along Bridge Plaza South; also along Vernon boulevard between 41st avenue and Bridge Plaza South;
between 41st avenue and Bridge Plaza South;
and be heard, and publication of said petition and also along Bridge Plaza South between Vernon boulevard and Jackson avenue (Northern boulefor at least two (2) days in two newspapers vard); also along Jackson avenue, Northern bould-designated by the Mayor, and in THE CITY vard and Queensboro Bridge Plaza between Bridge RECORD for ten (10) days prior to the date of hearing, and said hearing was duly held and closed on said date; and

Whence The control of the date of Plaza North and Bridge Plaza South; also along the closed on said date; and Whence The control of the date of Plaza North and Bridge Plaza South; also along 27th road: also along 27th road: 23d street (Ey avenue); also along 23d street between 27th road and Newtown avenue; also along 4th street between Astoria boulevard and 27th Omnibus Corporation, and the adequacy of the compensation proposed to be paid therefor; and Whereas, The Board did embody the result of avenue and Astoria boulevard.

Route Q-103-Vernon Boulevard-3.20 Miles-Beginning at the intersection of Borden avenue and Vernon boulevard; thence along Vernon boulevard to Astoria boulevard (formerly known as Astoria avenue); thence along Astoria boulevard to the foot thereof at the East River; also along 1st street between Astoria boulevard and 27th avenue; also along 27th avenue between 1st street and 2d street; also along 2d street between 27th avenue and Astoria boulevard.

Route Q-104-Broadway-3.46 Miles-Beginning at the intersection of Vernon boulevard and Broad-way; thence along Broadway to 48th street; thence along 48th street (crossing Northern boulevard) to Queens boulevard; thence along Queens boulevard to 47th street; thence along 47th street to 43d avenue; thence along 43d avenue to 48th street; also on Broadway and Newtown road between 48th street and Northern boulevard; also on Northern boulevard between Newtown road and 48th street; also along 11th street between Broadway and 33d avenue; also along 33d avenue between 11th street and 12th street; also along 12th street between 33d avenue and Broadway; also along 34th avenue between Northern boulevard and 47th street; also between Northern boulevard and 47th street; also along 47th street between 34th avenue and Broad-

Section 2. Article VII of the contract dated July 17, 1939, is hereby amended so that Section 26 shall read as follows:

Section 26. The Company agrees to keep on

sale at elementary and high schools weekly com-mutation passes for twenty-five (25) cents entitling school children purchasing the same to one con-tinuous ride on each school day during the week covered thereby to and from school over any authoralso along 19th avenue from 38th street to
Steinway street
also along Astoria Boulevard South from
The Company shall print, supply and sell to the
Steinway street to 42d street

City or any of its agencies, the Board of Education or any school, commutation passes for the transportation of school children at the aforesaid commutation rate of fare.

Children under the age of five (5) years not occupying a seat and accompanied by a person paying full fare, shall be permitted to ride free. The Company shall carry on its omnibuses, free of charge, members of the Police and Fire Departments of the City when in full uniform and on duty, provided not more than two (2) such uniformed employees need be carried at any one time on any one omnibus.

to 10th street from 40th avenue to also along 10th street from 40th avenue to 41st avenue also along Vernon boulevard from Bridge Plaza South to 41st avenue

On any one omnatous.

Section 3: The Company shall make application to the Public Service Commission for the necessary approval and authority as required by law, with respect to said Routes Q-101, Q-102, Q-103 and Q-104, within thirty (30) days from the date on Plaza South to 41st avenue
also along 21st street (Van Alst avenue) from
Astoria boulevard to 27th road
also along 27th road from 21st street (Van
Alst avenue) to 23d street (Ely avenue)
and determine.

Q-104, within thirty (30) days 150m which this contract is signed by the Mayor of within such further time as the Board may allow; otherwise the rights hereby granted with respect to said substituted descriptions of routes shall cease

In the event that the Public Service Commission g 4th street from Astoria boulevard | fails to grant the necessary approval and authority to 27th avenue also along 27th avenue from 4th street to 2d street street also along 27th avenue from 4th street to 2d street also along 27th avenue from 4th street to 2d street from 27th avenue from 4th street to 2d street from 27th avenue from 27th avenue with respect to said substituted descriptions of Routes Q-101, Q-102, Q-103 and Q-104 or to portions of any said substituted descriptions of routes, within six (6) months from the date upon which this contract is signed by the Mayor or within such further time as may be authorized by resolu-tion adopted by the Board, the rights hereby granted with respect to any of said substituted descriptions of said Routes Q-101, Q-102, Q-103 and Q-104 or portions of any said substituted descriptions of routes as to which the Public Service Commission shall fail to grant such approval and oute Q-104 Broadway
along 11th street from Broadway to 33d and obligations of said contract of July 17, 1939, shall remain unaffected by this contract, except as to the portions of any of said substituted descriptions of routes for which the Commission grants the necessary approval and authority.

Section 4. The Company shall commence opera-

tion over said substituted descriptions of Routes Q-101, Q-102, Q-103 and Q-104 or any portion or portions of said substituted descriptions of routes for which the Public Service Commission grants the necessary approval and authority, within (30) days after the date of the order of the Commission granting such approval and authority. In the event that the Company shall, within said time, fail to commence operation over the aforesaid substituted descriptions of routes or portions of said routes, the Board may, by resolution and upon thirty (30) days' notice, cancel this contract as to such substituted descriptions of routes which the Company shall fail so to operate, whereupon the franchise consent hereby granted for such substituted descriptions of Routes Q-101, Q-102, Q-103

and Q-104 shall cease and determine. the said Bridge; thence up and on said ramp onto the main level (Main roadway) of the said bridge; thence upon and along said main level to and city to grant to any other corporation, or person, across Crescent street to Bridge Plaza South, in the Borough of Ouerns: thence along Reides Plaza South, in the Borough of Ouerns: thence along Reides Plaza South. the Borough of Queens; thence along Bridge Plaza other terms and conditions of the streets and South to Jackson avenue (Northern boulevard); thence along Jackson avenue and Northern boule streets and avenues. The Company hereby agrees vard to Steinway street or avenue; thence along not to offer any opposition before the Public Ser Steinway street or avenue to 19th avenue (Riker vice Commission to the granting of a certificate of convenience and necessity and of permission and street and 38th street; also along 38th street be- approval by the said Commission to any corporation or person to whom the City has granted or may hereinafter grant a franchise to operate on the "additional streets". Should the Company, through Steinway street and 42d street; also along 42d its officers, representatives, coussel or other inter-street between Astoria Boulevard South and 25th ested party, offer such opposition, such action on avenue; also along 25th avenue between 42d street the part of the Company shall constitute a default and Steinway street; also along Bridge Plaza North and shall entitle the City to cancel this contract between Northern Boulevard (Jackson avenue) and terminate the franchise, right and consent

Section 6. It is mutually understood and agreed that, except as expressly provided herein, nothing in this contract contained shall be deemed to affect approach; also along the north ramp on the lower in this contract contained shall be determined of the Queensboro Bridge to the lower in this contract contained shall be determined in any manner the provisions of the contract level of the Queensboro Bridge in the Borough of in any manner the provisions of the company, level of the Queensboro Bridge Plaza North between entered into between the City and the Company promises, dated July 17, 1939, and the Company promises, covenant and agrees on its part and behalf to conform to abide by and perform all of the terms. conditions and requirements in said contract of July 17, 1939, as amended by the provisions of this contract.

Section 7. The making of this contract and the covenants herein contained shall not in any manner affect the validity of the said contract dated July 17, 1939, nor if this contract shall be held invalid in whole or in part shall that affect in any manner the validity of the aforesaid contract.

Section 8. The grant contained in this contract avenue); thence along 30th avenue to 31st street shall not become operative until the Company shall (2d avenue); thence along 31st street to Northern procure and cause to be executed in triplicate, in proper form for record, and file with the Board the agreement, hereunto annexed and marked "A", between the Queensboro Bridge Railway Company,

by its Mayor thereunto duly authorized by the Board of Estimate 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 cor-porate seal to be hereunto affixed the date and year first above written.

THE CITY OF NEW YORK, by (Corporate Sea!)

Attest:, City Clerk. STEINWAY OMNIBUS CORPORATION, by

President. (Seal) Attest: Secretary.

(Here add acknowledgments) Resolved, That the results of the inquiry made by this Board as to the money value of the proposed franchise and the adequacy of the compensa-tion proposed to be paid therefor and of the terms and conditions thereof, are as specified and fully set forth in the said contract of July 17, 1939, and as amended by the foregoing form of proposed

Resolved, That these preambles and resolutions, including said resolution for the consent of The City of New York to the change of description of routes applied for by the Steinway Omnibus Corporation, 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, September 21, 1944, in THE CITY RECORD, together with the fol-

lowing notice, to wit: Notice is hereby given that the Board of Estimate, before authorizing any contract for the con-sent of the City to the change of description of Routes Q-101, Q-102, Q-103 and Q-104, as now described in said contract of July 17, 1939, such changes in the description of routes being fully set forth and described in the foregoing form of proposed contract for the grant of such franchise 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, September 21, 1944, at 2.30 p. m., holds 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 of consent thereto may be obtained by all those

of consent thereto may be obtained by all those interested therein at the office of 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, prior to Thursday, September 21, 1944, in the "Long Island Press" and the "Queens Evening News," newspapers in which the petition and notice of hearing thereon have been

Dated, New York, August 17, 1944. s2,21 ISAAC EICHHOLZ, Acting Secretary.

. PUBLIC NOTICE IS HEREBY GIVEN PURsuant to law at a meeting of the Board of Esti-

mate held August 17, 1944.

The following resolutions were adopted:
Whereas, Reservoir Transit Corp. has, by a petition verified June 21, 1944, made application to this Board for the franchise, right and consent to maintain and operate omnibuses for the transportation of persons for hire upon one route in the Borough of The Bronx, all as more particularly described in said petition; and
Whereas, This Board adopted a resolution on July 20, 1944, fixing the date for public hearing on said petition as August 17, 1944, at which mate held August 17, 1944.

ing on said petition as August 17, 1944, at which

held and closed on said date; and Whereas, This Board has made inquiry as to the money value of the franchise or right applied for and proposed to be granted to Reservoir Transit Corp., and the adequacy of the compensation proposed to be paid therefor; now, therefore, be it Resolved, That the following form of reso for the consent or right applied for by Reservoir Transit Corp. containing the form of proposed contract for the grant of such right, be hereby in

troduced and entered in the minutes of this

Board, as follows, to wit:

Resolved, That the Board of Estimate of The City of New York, hereby grants to Reservoir Transit Corp. the franchise, right and consent fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions including the provisions as to rates and charges upon and subect to the terms and conditions in said proposes 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, in the following form, provided that this resolution shall not become effective and such resolution shall be null and void and if Reservoir Transit Corp. shall fail on its behalf to properly execute said contract in duplicate and deliver the same to this Board within thirty (30) days after the date of approval of this resolution by the Mayor or within such further time as the Board shall grant by resolution adopted on a date prior to the ex-piration of said thirty (30) days.

RESERVOIR TRANSIT CORP.

Proposed Form of Contract

This contract, made and executed in duplicate by and between the "City"), by the Mayor of the City (hereinafter referred to as the "Mayor"), acting for and in the name of the City, under and in pursuance of the authority of the Board of Estimate of the City (hereinafter referred to as the "Board"), party of the first part, and Reservoir Transit Corp., a cor-poration organized and existing under and by virtue of the Laws of the State of New York (hereinafter referred to as the "Company"), party of the second part, witnesseth:

Whereas, The Company, by a petition verified June 21, 1944, applied to the Board for the franchise, right and consent to maintain and operate hire, in, upon, along and over streets and avenues in the Borough of The Bronx, as more particu-

larly described in said petition; and Whereas, The Board adopted a resolution on July 20, 1944, fixing the date for public hearing on said petition as August 17, 1944, at which citizens were entitled to appear and he heard, and publication of said petition and of the notice of public hearing thereon was had for at least two publication of said petition and of the notice of public hearing thereon was had for at least two quirements and limitations similar to those considered in any manner to be in (2) days in the two newspapers designated by the Mayor and in The City Record for ten (10) by resolution, cancel this contract and all rights any and all taxes of whatsoever kind or descripdays and said hearing was duly held and closed on said date: and

Whereas, The Board has made inquiry as to the money value of the franchise, right and consent have the right to designate the streets and avenues applied for and proposed to be granted to the upon and along which each and every of said Company, and as to the adequacy of the commibuses shall operate and shall, at his pleasure,

with the place where copies of the proposed con-tract and resolution of consent thereto might be obtained by all those interested therein, was pub-lished at least twice at the expense of the proposed grantee, in the two newspapers in which the

follows:

ARTICLE I

Definitions

Section 1. The following words and expressions as and wherever used in this contract shall, except where by the context it is clear that another meaning is intended, have the following

meaning, respectively:

(a) The word "representative" shall mean the department, board, officer or individual duly authorized by the Board to act on its behalf with respect to the subject matter of the contract or any part thereof, and the Company agrees that it shall not claim that any such designee is without legal authority to act under this contract as a repre-sentative of the City.

(b) The words "streets", "avenues", "streets or avenues" and "streets and avenues" 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 or intersected by the streets and avenues hereinafter described and also upon or in which authority is hereby given to the Company to operate omnibuses. Nothing herein contained shall be construed, however, as permitting the Company to erect any structure whatsoever upon the streets or avenues and the Company shall not construct or maintain any fixture or structure in any street or avenue unless especially authorized by resolution of the

Board. (c) The words "notice," "direction" or "order" shall mean a written notice, direction or order, Every such notice, direction or order to be served upon the Company shall be delivered to, or sent by mail with postage prepaid and addressed to the President or the Secretary of the Company at or to its office in the City of New York, or if no such office exists at the time, shall be sent by mail, postage prepaid, to its last known office in the City of New York. Every such notice to be served upon the City or the Board shall be delivered to, or sent by mail with postage prepaid and addressed to the Mayor of the City or the Secretary of the Board at the City Hall. The delivered to the Board at the City Hall. livery or mailing of such notice, direction or order shall be equivalent to direct personal notice, direction or order and shall be deemed to have been given at the time of delivery or mailing.

(d) The words "date of the execution of this

hereof" shall severally mean the date on which this contract is signed by the Mayor.

ARTICLE II

Authorization to Operate Omnibuses; Description

Review," newspapers designated by the Mayor, and in The City Record for ten (10) days prior to the date of hearing, and said hearing was duly held and closed on said date. hearing thereon was had for at least two (2) days operate omnibuses for the transportation of perized omnibus route" and is more particularly described, as follows, to wit:

Route Bx-49—Highbridge. 2.21 Miles—Beginning at the intersection of East 161st street and River avenue; along East 161st street to Gerard avenue; along Gerard avenue from the south roadway of East 161st street to the north roadway of East 161st Street; along East 161st street to West 167th street; along Woodycrest avenue to West 167th street; along West 167th street to Ogden avenue; along Ogder avenue to West 169th street; along West 167th street to West 169th street; along West 169th street to Nelson avenue; long Nelson avenue to West 167th street; along West 167th street to Anderson avenue; along Anderson avenue to West 162d street; along West 162d street to Ogden avenue; along Ogden avenue o Jerome avenue; along Jerome avenue to East 61st street; and along East 161st street to River

The Company shall have the right to cross such other streets, named and unnamed, as may be encountered in traversing said route with the right to operate omnibuses in either direction over the foregoing route except that said operation shall. at no time, be in a direction contrary to police regulations.

Section 3. The Company shall operate only upon the streets herein described. If vehicular traffic is diverted from any of the streets or avenues forming all or part of said route because of fires, parades, traffic congestion or any other event closing any such streets or avenues or permanently to vehicular traffic, the Company may, during such closing, use such other streets or avenues as are necessary, or as may be specified by the Police Department or by the Board, to continue the operation of said route. If, however, any such streets or avenues shall be closed to vehicular traffic for a period longer than fortythis day of by and between vehicular traffic for a period longer than forty.

The City of New York (hereinafter referred to as eight (48) hours, or traffic regulations shall require a continued diversion of all or part of the operation, then the Company shall communicate with tract.
the Board and the Board or its representative may authorize the use of such other streets or avenues for the remaining period during which such streets or avenues may be closed.

nothing in this contract shall authorize the Company to operate omnibuses contrary to Police traffic regulations.

Should the Police traffic regulations be changed contract.

Section

at any time during the term of this contract on any street or avenue on the authorized route or on any portion thereof, the Company shall, on omnibuses for the transportation of persons for ten (10) days' notice from the Police Department or the Board, operate all omnibuses in conformity with such changed regulations and shall, within the same period of time, apply to the Board for a franchise to operate omnibuses upon, along and over or across such other streets and avenues as may be recessary fully to comply with such changed regulations and shall accept said and consent. and privileges hereunder shall immediately cease and determine.

The Police Commissioner shall, at all times, Company, and as to the adequacy of the compensation proposed to be paid therefor; and
Whereas, The Board did embody the result of

Whereas, The Board did embody the result of

upon the minutes of the Board on August 17, any board, authority or commission, and all ferent rate.

1944, together with the proposed resolution for operation at all times shall be subject to such rules the grant thereof, and did fix the 21st day of September, 1944, for a public hearing thereon, at missioner. The Police Commissioner shall also Section 16

which citizens should be entitled to appear and be designate bus stops in his discretion.

Section 4. Nothing in this contract shall be deemed to affect in any manner the right of the and the proposed contract and proposed resolution of consent thereto, in full, were published for at least fifteen (15) days (except Sundays and legal holidays) immediately prior thereto in The City Record, and a notice of such hearing, together any other streets and avenues. The Company hereby agrees not to offer any opposition before the Public Service Commission to the granting of certificates of convenience and necessity and of permission and approval by the said Commission to any persons, firm or corporation, to whom the City may grant a franchise br permit. Should the petition and notice of hearing thereon were published, and said hearing was duly held and closed
on said day; now, therefore,

In consideration of the mutual covenants and
agreements herein contained, the parties hereto do
hereby covenant and agree with each other as

City may grant a franchise or permit. Should the
Company, through its officers, representatives,
counsel or other interested party, offer such opposition such action on the part of the Company shall
constitute a default and shall entitle the City to
hereby covenant and agree with each other as
cancel this contract and terminate the franchise,
right and consent hereby covenants

right and consent hereby granted. Section 5. The Company agrees that it will apply for and accept a franchise to operate omnibuses on any extension or extensions of the route herein authorized upon and along any street, avenue, concourse, boulevard, parkway, park, tunnel, ferry, bridge, viaduct, highway or public ground within or belonging to The City of New York either intracounty or intercounty or both if and when directed by the Board, under terms, conditions tions, requirements and limitations similar to those

contained in this contract.

Section 6. The said franchise, right and con-sent shall commence on the date of the execution of this contract by the Mayor, and shall be held by the Company for a term of ten (10) years, unless sooner terminated or cancelled as in this contract provided. At any time after January 1, 1950, the Board may, at its option, without notice by resolution, terminate this franchise, right and consent. Such termination shall take effect thirty (30) days after service upon the Company of notice of the adoption of such a resolution by the Board and thereupon all rights of the Company under

this contract, shall cease and determine.

The Company agrees that during the fourteenth (14th) month prior to the expiration of the term of this franchise, right and consent, it will notify the Board in writing, of its intention or lack of intention to apply for a renewal thereof. In the event the Company notifies the Board of its inten-tion to apply for a renewal, the Company shall at the same time, file a petition therefor.

ARTICLE IV

ARTICLE IV
Commission Abbrown

Section 7. Within thirty (30) days after the date of this contract or such further time as the Board may allow prior to the expiration of said thirty (30) days, the Company shall apply to the Public Service Commission for the issuance of a certificate or certificates of convenience and necessity and approval pursuant to the Transportation Corporations Law and for permission and tation Corporations Law and for permission and approval pursuant to the Public Service Law, to exercise the franchise, right and consent herein granted as to the authorized route (which certificate or certificates, permission and approval, are hereinafter referred to as "Commission Ap-proval"). In the event that the Company shall fail to make such application within such time, (d) The words "date of the execution of this contract" or "the date of this contract" or "the date of this contract" or "the date on which shall, at the option of the Board, cease and

determine. Section 8. If within one hundred and twenty (120) days from the date of this contract, or such of Rouse

Section 2. The City hereby grants to the Company, subject to the conditions, provisions, requirements and limitations hereinafter set forth.

Turther period as the Board may allow, prior to the front of the omnibus in clear view of the passengers.

(120) days, the said Commission shall not have determined the application or applications required be assigned to it by the Company and which shall further period as the Board may allow, prior to the expiration of said one hundred and twenty citizens were entitled to appear and be heard and quirements and limitations hereinafter set forth. determined the application or applications required publication of said petition and of notice of public the franchise, right and consent to maintain and to be made by the preceding section for Commission Approval as to the authorized route, the Board, at any time subsequent to said one hundred and twenty (120) days and prior to such determination, may cancel the within contract and thereupon the franchise, right and consent herein

granted shall cease and determine. Section 9. If such determination shall not permit operation over all of the streets described in the authorized route, the Board shall have the option, if exercised within thirty (30) days from the date of such determination, either to con-sent to operation upon those streets for which the the date of such determination, either to consent to operation upon those streets for which the cancel this contract, in which latter event, the contract, in which latter event, the contract, in which latter event, the contract, in the contract, in which latter event, the contract, in the contract, in the failure of the Company shall be adequate at all times during the coase and determine. The failure of the Company shall be adequate at all times during the coase and determine. contract, right and consent herein granted shall cease and determine. The failure of the City to exercise the foregoing option within said thirty (30) day period shall be deemed to constitute its consent to the operation along less than all of the streets herein authorized for which Commission

Approval has been secured.

Section 10. If the City does not exercise the option reserved in the preceding section to terminate the within contract, the Company shall have the right within one (1) year after the date of the order or determination of the said Commission, or within such further period as the Board may allow prior to the expiration of said one (1) year to procure the requisite Commission Approval for the remaining streets. The Company shall have no further right thereafter to proceed in any manner with respect to the then remaining streets which shall be regarded as if not included in the authorized routes set forth in this contract. Section 11. The Company shall commence operation on the authorised routes within three (3) days after procuring Commission Approval.

ARTICLE V Section 12. The Company shall pay to the City as compensation for the franchise, right and consent hereby granted, the following sums of

money: Ten per cent (10%) of the gross receipts, as hereinafter defined, for the period commencing on the date of execution of this contract and continuing throughout the entire term of this con-

The gross receipts referred to above shall include the gross revenues of the Company, from whatever source derived, either directly or indirectly in any manner, from or in connection with the operation of omnibuses and shall include the revenues derived by the Company from the sale, if any, of transfers as may be required by this

Section 13. The percentage of gross receipts payable as compensation hereunder, shall be paid into the treasury of the City monthly, within ten (10) days after the expiration of each calendar month. Such payments shall be based upon the gross receipts for the calendar month immediately preceding the date of payment, except in the case

tion which are now or may, at any time hereafter, be required to be paid by any ordinance or local law of the City or any law of the State of New York.

Section 15. The charges or payments shall con-

In witness whereof, the party of the first part, such inquiry in this contract which was spread operation, without the concurrence or consent of payments for similar rights or franchises at a dif-

Regulations with Respect to Omnibuses Section 16. The Company agrees that it will provide at its own expense, plant, equipment and working capital sufficient to give the public service herein required. The Company shall provide such terminal facilities required as determined by the Board. Section 17. All omnibuses shall be painted a

uniform color and shall comply with the following general specifications or requirements, subject to such modifications thereof from time to time as may be permitted by resolution or resolutions of the Board.

(a) The maximum weight, including passengers, fuel, water, oil and any other material and accessories carried therein shall not exceed thirty-two

thousand (32,000) pounds. (b) The maximum width shall not exceed eight

(8) feet.
(c) The maximum length shall not exceed thirty

(d) The minimum head-room in the center of

the aisle from the floor to the under side of the ceiling projections shall not be less than seventy-five (75) inches.

(e) All omnibuses shall be designed and constructed in a manner which will permit ease and

freedom of movement under all conditions and turning within a reasonable radius.

(f) The distribution of weight on axles, length of wheel base and other features of design shall be such as to avoid skidding as far as reasonably

possible and to permit easy steering and control.

(g) All omnibuses shall be provided with brakes capable of stopping and holding the omnibuses under all ordinary conditions.

(h) All omnibuses and parts thereof shall be so constructed that no undue noise or vibration shall result from operation.

(i) All omnibuses shall be constructed so as to

prevent as far as possible, the dripping of oil o

grease on the roadway.

(j) All wheels shall be equipped with pneumatic tires unless another type shall be approved

by the Board or its representatives.

(x) All omnibuses shall be propelled by power generated or contained within the omnibus itself, but no power shall be used which will in its generation or use produce amoke or noxious odors which shall be found by the Board or its repre-

sentatives to constitute a nuisance.

Section 18. In addition to the provisions con-Section 18. In addition to the provisions contained in Article VI of this contract entitled "Regulations with Respect to Omnibuses" it is hereby agreed that on and after the execution of this contract, all omnibuses acquired by the Company and hereinafter placed in operation on any route of the Company shall be designed and constructed so that no projections shall extend beyond the exterior of the rear end of the omnibus, and in particular all rear bumpers shall be concealed and the rear and exterior designed and constructed so as to prevent any person from hitching rides thereon. The Board shall have absolute power to prohibit the operation of any omnibus, acquired by the Company on and subsequent to the date of this contract, which does not comply with the

foregoing specifications. Section 19. No omnibus shall be operated pur-

section 19. No omnibus shall be operated pur-suant to this contract unless there shall appear clearly and distinctly in a color different from that of the omnibus and easily read—

(a) The name of the Company operating such omnibus, in letters not less than four inches (4") in height, painted on the outside of the omnibus. (b) The name of the Company owning such omnibus on a plate in letters not less than one-half (½") in height, placed on the inside and at the front of the omnibus in clear view of the

be registered with the Board, in figures not less

than four inches (4") in height, painted on the

outside of the omnibus. (d) The seating capacity of such omnibus, in figures not less than two inches (2") in height, painted on the outside of the omnibus.

Any legal or official notices, regulations or orders as to the control and management of omni-

buses as required by law or ordinance, shall be displayed inside or upon the omnibuses, if directed by the Board or its representative.

term of this contract to serve the needs of the traveling public.

Section 21. The Company shall permit the Board or its representative at all reasonable times to inspect or examine any or all of the omnibuses operated. If, upon such inspection, any omnibus shall be found by the Board or its representative to be unfit for public service, either because of defects developing or which may have developed therein or because of improper maintenance or repair, then the Company, if so directed by the Board of its representative (such direction to specify the respects in which such omnibus is defective or improperly maintained), shall immediately withdraw such omnibus from service and shall cause the same to be properly repaired, or shall remedy such defect before such omnibus shall be restored to service.

Section 22. No advertising sign shall appear on the outside of any omnibus unless authorized by

the Board or its representative.

All advertising on the inside of any omnibus shall be subject to disapproval by the Board or its representative and any advertisement so disap-proved shall be forthwith removed by the Company from all of its equipment upon receipt of notice of such disapproval.

Section 23. The Company shall comply with all orders or directions of the Board or its representative, including the direction to have any omnibus operated by the Company delivered at any point in the City of New York where the City shall have facilities for a detailed inspection of such omnibus.

Section 24. Failure to comply with any order or direction of the Board or its representative shall constitute a default under this contract. In addition to all other rights reserved to the Board under this contract, and not in substitution there-for, the Board reserves the right to terminate and cancel this contract and the right and consent herein contained, in the event that the Company shall fail to comply with any term, condition, requirement or limitation herewith contained.

Such termination and cancellation shall be by resolution of the Board, duly adopted after ten (10) days' notice to the Company. In the event that such termination and cancellation depends upon a finding of fact, the parties to this contract hereby agree that such finding of fact as made by the Board or its representative shall be conclusive between the parties.

Section 25. The Company shall be subject to all laws and ordinances affecting or which may be applicable to the operation of omnibuses and all traffic regulations applicable thereto now in force or which may be in force during the term of this

contract. The Company shall also comply with and enforce the carrying out of any lawful orders or regulations designed for the protection and safety

over such matters, and the Company shall also comply with and enforce the carrying out of such specific orders or directions with respect to the operation of omnibuses hereunder as may be issued by the Police Department of the City and which are designed to govern the movements of omnibuses in the streets.

ARTICLE VII

Rate of Fore
Section 26. The Company shall be entitled to charge passengers during the term of this contract, not more than five cents (5c) for a continuous ride between any two points on the route

hereby authorized.

Section 27. The Company agrees to keep on sale, at elementary and high schools, tickets entitling school children on school days, to one continuous ride, over the route herein authorized, including transfers, for one half the regular rate of fare, and monthly commutation tickets for one dollar (\$1) each, subject to reasonable regulations governing their sale and use. The Company shall, upon demand, print, supply and sell to the City, the Board of Education or any school, tickets for the transportation of school children at one half the regular rate of fare and also monthly commutation tickets for one dollar (\$1) each.

Section 28. A. The Company agrees that, subject to reasonable regulations governing their isfer shall be issued upon a transfer, it will issue a free transfer, upon request of a passenger traveling upon the authorized route and paying a cash fare, which transfer shall entitle said passenger to a continuous ride in the same general direction to any point on any connecting, intersecting or meeting bus route or zoned portion of such bus route whether said bus route be operated by this or any other Company, provided that said other Company accepts such transfer and permits the passengers

to ride without additional fare.

B. The Company agrees to accept at any point where the authorized route is connected with, intersected, or met by any other bus route of this or any other Company, transfers issued by the Company or any other Company operating such connecting, intersecting or meeting bus route, and permit the holder to ride upon the route herein authorized without additional fare; provided the issuing Company extends a like privilege to pas-sengers of this Company.

C. The Company agrees that, subject to reasonable regulation governing their issuance and use and the condition that no transfer shall be issued upon a transfer, it will issue a transfer, upon request of a passenger travelling upon the authorized route and paying a cash fare of five cents (5c) and an additional fare of two cents (2c) which transfer shall entitle said passenger to a continuous ride in the same general direction to any point on any connecting, intersecting or meet-ing trolley line operated by any other Company, provided that said other Company accepts such transfer and permits the passenger to ride without additional fare

D. The Company agrees to accept at any point where the authorized route is connected with, intersected or met by any other trolley line of any other Company a transfer issued by any other Company operating such connecting, intersecting or meeting trolley line, and which has received a cash fare of five cents (5c) and transfer charge of two cents (2c) and permit the holder to ride upon the omnibus route herein authorized without addi-

tional fare; provided the issuing Company extends a like privilege to passengers of this Company.

E. Route Bx-49—Highbridge, herein authorized shall be deemed to connect with and meet Route

Bx-1—Concourse-138th street.

Section 29. Children under the age of five (5) years not occupying a seat and accompanied by a person paying a full fare, shall be permitted to ride free. The Company shall carry on its omnibuses, free of charge, members of the Police and Fire Departments of the City when in full uniform and on duty provided not more than two Bx-1—Concourse-138th atreet.

Section 29. Children under the age of five (5) form and on duty, provided not more than two hereby granted.

(2) such uniformed employees need be carried at any one time on any one omnibus.

Section 30. It is understood and agreed between the parties hereto that the Board has determined the money value of the franchise, right and con-sent herein granted and the compensation to be paid therefor on the basis of operation at the maximum rate of fare herein fixed, and that the length of the route has been determined by the Board and accepted by the Company upon the basis of operation at the maximum rate of fare herein fixed, and it is further understood and agreed between the parties hereto that any increase in the rate of fare, above that herein fixed and contained, would affect and change the very sab-stance of the consideration for which this franchise has been granted by the City and accepted by the Company. Actuated by these mutual understandings and agreements, the Company hereby expressly agrees that if, without the consent of the Board granted as provided in Chapter 14 of the New York City Charter, or as may hereafter be provided with respect to the granting of franchises, the Company shall invoke any of the provisions of any statute or avail itself of the authority of any body claiming to have jurisdiction, for the purpose of obtaining an increase in the rate of fare above that fixed and contained herein, or if on the authority or claimed authority of any judicial decision heretofore or hereafter made, or otherwise, the Company shall, without like consent, increase its rate of fare above that fixed and contained herein, this contract and the franchise, right and consent hereby granted shall immediately cease and determine.

It is not the intention of the parties hereto that anything herein contained will or can prevent the exercise of any lawful power by any regulatory or judicial authority, but it is the express understanding and agreement of the parties that the continued maintenance of the maximum rate of fare herein fixed, being of the essence of this contract, such rate of fare shall not be increased, except with the consent of the Board and any increase or attempted increase of such rate of fare by the Company, shall result in the termination of this contract and of all rights hereunder as hereinabove provided.

ARTICLE VIII

Removal of Snow and Ice
Section 31. The Company shall, at its own
expense, keep its route along all the streets and avenues upon which the Company is hereby authorized to operate, free of snow and ice and shall do everything necessary during the presence of such snow and ice to maintain and continue the operation of its omnibuses on the regularly established schedules required in the performance of this contract, and if, in order so to operate it shall be necessary to plow or move any snow or ice from the roadway or any part thereof over which the Company's omnibuses are authorized to operate, then all such work, plowing or moving of said snow or ice, shall promptly be performed by the Company under the supervision of the Department of Sanitation, and all such work shall be performed without in any wise obstructing any of the crosswalks of the streets or avenues involved.

In the event, however, that the Company shall, after one hour's notice given to it by the Department of Sanitation, fail or neglect so to perform, and if thereupon the City shall plow or move snow or ice which the Company is required to plow or move hereunder, then and in such event and any-thing herein contained to the contrary, notwith-

any snow or ice or to pay the expense of such cartage and hauling.

The determination as to the necessity for plowing or moving snow or ice, or the adequacy thereof, along the Company's route within the purview of this section shall be vested solely in the City or its Department having jurisdiction over the removal of snow or ice along the public thoroughfares and the determination of the City or such Department and the performance of the work by the City's forces shall be final and conclusive on the Company as to the necessity therefor,

ARTICLE IX
Office of the Company: Books, Records and Reports
Section 32. The Company shall maintain an
office in the City of New York so long as it continues to operate the route herein authorized or any portion thereof and hereby designates such office as the place where all notices, directions, orders and requests may be served or delivered under this contract. The Board shall at all times be notified of the location of such office.

Section 33. The Company shall at all times keep complete and accurate books of accounts and records of its business and operation under and in connection with this contract and the exercise of the franchise, right and consent hereby granted. Such books of accounts and records shall be kept in the form of and in accordance with the Uniform System of Accounts for Omnibus Corporations as now or hereafter prescribed by the Public

Service Commission.

Section 34. Within ten (10) days after the Company files with the Public Service Commission its annual reports, pursuant to the provisions of the Public Service Law, the Company shall file a copy of such report with the Board and shall also file within like period a copy of any other docu-ment filed by it with the Public Service Commis-

The Company shall keep accurate records and books of the detail of the cost of and income and expense from the operation of its route and shall, at any time upon request, furnish the Board and the Comptroller or their representatives such in-

formation with respect thereto.

Within ten (10) days after the expiration of each calendar month during the term of this contract and within ten (10) days after the termination of this contract, right and consent, and at such other times as the Board or Comptroller shall designate, the Company shall furnish and deliver to the Comptroller and to the Board reports of its business and operation in such form and in such detail as the Comptroller may prescribe. The Board and the Comptroller or their representatives shall have access to all books of accounts and records of the Company for the purpose of ascertaining the correctness of any and all such asserts and its officers, directors and agents shall consider the company agrees that it and its officers, directors and agents shall consider the company agrees that it and its officers, directors and agents shall be authorized to inquire into the same, and to take such steps as the or it deem best for the determination of the difference concerning representation or the conduct of such inquire into the same, and to take such steps as the or it deem best for the determination of the difference concerning representation or the conduct of such inquire into the same, and to take such steps as the or it deem best for the determination of the difference concerning representation or the conduct of such inquire into the same, and to take such steps as the or it deem best for the determination of the difference concerning representation or the conduct of such inquire into the same, and to take such steps as the or it deem best for the determination of the difference concerning representation or the conduct of such inquire into the same, and to take such steps as the or it deem best for the determination of the difference concerning representation or the conduct. ing the correctness of any and all such reports and may examine the officers and employees of the Company under oath in respect thereto. All re-ports furnished by the Company in accordance herewith shall be certified by the Comptroller or Acting Comptroller of the Company to be correct and in accordance with the Company's books of accounts and records.

ARTICLE X

Liability for Damage

Section 36. The Company hereby does assume and agrees that it will assume all legal liability for which the City can or may be held for injury to persons or damage to property occasioned by reason of or resulting from or growing out of the operation or maintenance of omnibuses hereby authorized and it is a condition of this contract that the City shall not and does not by reason of this contract assume any liability whatsoever, either to persons or property on account of the same, and the Company shall repay to the City any damage which the City shall be compelled to pay by reason of any act or default of the Company.

ARTICLE XI

Security Section 37. The ffanchise, right and consen dollars (\$7,500) which sum shall be security for the performance by the Company of all the conditions, provisions, requirements and limitations of this and previous contracts and for compliance powers herein reserved, especially those conditions. provisions and requirements which relate to the payment of compensation to the City as herein rovided.

If the Company shall fail to pay to the City any sums herein required within the time herein fixed or shall fail after ten (10) days' notice by the Comptroller to the Company to repay to the City any damage which the City shall be compelled to pay by reason of any act or default of the Company, the said Comptroller may imme-diately withdraw the amount of such payment from the security fund and upon such withdrawal the Comptroller shall notify the Company of the date and amount of such withdrawal.

Within ten (10) days after notice by the said Comptroller to the Company that any amount has been withdrawn from the security deposit provider nerein, the Company shall pay to or deposit with he said Comptroller, a sum of money or securities to be approved by him sufficient to restore such security fund to the original amount of seven thousand five hundred dollars (\$7,500). If the thousand five hundred dollars (\$7,500). If the Company fails to restore said security fund to its original amount within the time herein fixed and as herein provided, the consent of the City to the exercise of the franchise, right and consent herein

granted and all the rights and privileges of the Company herein shall cease and determine. Section 38. In the event that pursuant to and in accordance with the provisions of this contract, the franchise, right and consent hereby granted shall terminate or be terminated as herein vided, or in the event that the Company's right to operate shall cease by action of any authority having jurisdiction in the premises, other than by (a) expiration of the term provided in Section 6, the security fund deposited with the said Comptroller as herein provided, shall thereafter be and become the property of the City as and for liqui-dated damages (provided that in the case of (a) bove the Company shall at such time not be in tions, provisions, requirements and limitations

thereof).

In the event the Company continues the operation of any part of the route as set forth in Secthing herein contained to the contrary, notwith-standing, the Company shall pay to the City for any and all such plowing or moving done by the City's forces, and irrespective of the Company's

City the compensation as set forth in Section 12

Thereof after and in spite of the termination of officer shall have all the powers, right and duties
reserved to or prescribed for the Board or other
board, body, authority, official or officer herein
City the compensation as set forth in Section 12

Thereof after and in spite of the termination of officer shall have all the powers, right and duties
reserved to or prescribed for the Board or other
board, body, authority, official or officer herein
City the compensation as set forth in Section 12

consent thereto, for each day or any part thereof hereof, at the rate in effect at the time of such during which the City's forces plow or move any termination or expiration and in the manner set and the Company hereby grants to the City the snow or ice along any part of the Company's forth herein, together with all taxes it would have right to intervene in any suit, action or proceedroutes after the commencement of a fall of snow been required to pay had its operation been duly and prior to the expiration of forty-eight (48) authorized. If the Company shall fail to pay hours succeeding the cessation of such snowfall such compensation or taxes, the Comptroller may fere with the Company in the performance or object to the sum of one dollar (\$1) for withdraw the amounts thereof from the security servance by it of any of the conditions, provisions,

> ance of any such conditions, provision, requirement or limitation is prevented by reason of strikes, injunctions or other causes beyond the control of the Company, provided that the Company shall not have instigated such strikes, or shall not have been responsible for suits or injunctions or other causes of delay. This paragraph shall not be construed to apply to failure of the Company to obtain the hereinbefore specified.
> ARTICLE XII
> Employment Regulations

Section 40. The Company agrees not to discriminate against any persons employed or seeking em ployment by it on account of race, creed or color and agrees to recognize the right of its employees to organize for the furtherance of their interests and to bargain collectively through representatives of their own choosing, and at all times to recognize and deal with the representatives duly designated and to bargain collectively through representatives of their own choosing, and at all times to recognize and deal with the representatives duly designated or selected by a majority of its employees for the purpose of collective bargaining in respect to rates tations of this contract and consent are of the conditions, provisions, requirements and limitations of this contract and consent shall be bindpay, wages, hours of employment or other conditions of employment or for any purpose, whether or not such representatives are employees of the Company and any such organization so dealing shall likewise not discriminate against any person seeking membership on account of race, creed or color. The Company agrees further not to discriminate in any manner against any of its employees by reason of participation in the formation time or in any i of or membership in or activity on behalf of any time or instance. labor organization or association of employees nor In witness whereof, the party of the first part, mit the existence of or to deal with any company-controlled union or association and to that end it wages, hours of labor, terms and conditions of employment or labor practices or policies of the Company, to be for the best interests of the City or of the employees of the Company, then the Company agrees that the Mayor or the Board of Estitices or policies, and the Company agrees that it and its officers, directors and agents shall cooperate fully and freely to whatever extent requested in such inquiry and that it will abide by the deter-mination of such difference concerning representa-

In the event of a default by the Company in the performance or observance of any of the prothe performance or observance of any of the provisions of this section the Mayor or the Board of Estimate may give three days' notice of such default and of its purpose to act under this paragraph at or after the expiration of such period and shall afford the Company or its representatives the opportunity to be heard within such period and the franchise, right and consent applied for by the franchise, right and consent applied for by the franchise, right and consent applied for by described in full minutes of this Board, shall be published in full for at least fifteen (15) days immediately prior to Thursday, September 21, 1944, in The City Rective and the foral least fifteen (15) days immediately prior to Thursday, September 21, 1944, in The City Rective and the foral least fifteen (15) days immediately prior to Thursday, September 21, 1944, in The City Rective and the foral least fifteen (15) days immediately prior to Thursday, September 21, 1944, in The City Rective and the foral least fifteen (15) days immediately prior to Thursday, September 21, 1944, in The City Rective and the foral least fifteen (15) days immediately prior to Thursday, September 21, 1944, in The City Rective and the foral least fifteen (15) days immediately prior to Thursday, September 21, 1944, in The City Rective and the foral least fifteen (15) days immediately prior to Thursday, September 21, 1944, in The City Rective and the foral least fifteen (15) days immediately prior to Thursday, September 21, 1944, in The City Rective and the foral least fifteen (15) days immediately prior to Thursday, September 21, 1944, in The City Rective and the foral least fifteen (15) days immediately prior to Thursday, September 21, 1944, in The City Rective (15) days immediately prior to Thursday, September 21, 1944, in The City Rective (15) days immediately prior to Thursday, September 21, 1944, in The City Rective (15) days immediately prior to Thursday, September 21, 1944, in The City Rective (15) days immediately prior to Thursday, September 21, 19 the franchise, right and consent hereby granted

Restrictions Against Assignment, Transfer, Etc. Section 41. This franchise, right and consent shall not be leased, sublet or mortgaged, assigned or transferred in any manner. This franchise, right and consent shall not be either in whole or in part nor shall title thereto, either legal or equipass to or vest in any other person or corporation whatsoever either by the act of the Company or by operation of law, or otherwise, without the consent of the City, acting by the Board evidenced by an instrument under seal, anything herein con-tained to the contrary notwithstanding, and the hereby granted is upon the express condition that the Company within fifteen (15) days after the date of this contract, shall cause to be deposited with the Comptroller of the City as accurity, a sum or transfer of this franchise, right and consent or of the right to operate omnibuses upon the authorized routes or any part thereof, shall be valid or effectual for any purpose unless such assignment or transfer shall specifi cally provide and shall contain a covenant on the with all orders and directions of the Board, its part of the assignee or transferee that such assignrepresentative or other officials acting under the ment or transfer is subject to all the conditions. provisions, requirements and limitations of this contract, and that any such assignee or transferer assumes and will be bound by all of the said conditions, provisions, requirements and limitations and especially by the requirements hereof with respect to payments of compensation to the City. notwithstanding anything in any statute or in the charter of such assignee or transferee to the contrary; and that such assignee or transferee shall specifically waive any more favorable conditions, provisions, requirements and limitations created by any such statute or charter and shall covenant and agree that it will not claim by reason thereof or otherwise, exemption from liability to comply with all and singular of the conditions, provisions. requirements and limitations of this contract.

ARTICLE XIV

Receivership
Section 42. The exercise of the franchise, right and consent herein granted and all rights and privileges of the Company hereunder shall cease and determine one hundred and twenty (120) days after the appointment of a receiver or receivers. trustee or trustees, whether in a bankruptcy reorganization or other action or proceeding unless such Receivership or Trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days.
ARTICLE XV

Sundry Provisions

Section 43. The Board may designate and ap-point any department, board, bureau or officer of the City, or any individual, to act as its Representative under and in accordance with this contract tered in its minutes, a certified copy whereof shall to suc be delivered to the Company and the Board shall buses; have the right at any time, or from time to time, to remove its Representative then in office and appoint his successor.

Section 44. If at any time the powers of the City, the Board, the Public Service Commission default in the performance of any of the condi- or any other board, body, authority, official or officer herein mentioned or intended to be mentioned shall be transferred by law to any other board, body, authority, official or officer, then and in such case, such other board, body, authority, official or

Section 45. The City hereby reserves to itself seeking to enjoin, restrain or in any manner inter-fere with the Company in the performance or ob-servance by it of any of the conditions, provisions, requirements or limitations of this contract and in each instance, the sum of one dollar (\$1) for each one hundred (100) lineal feet, in one direction, plowed or moved by the City's forces.

Nothing herein contained, however, is intended to nor shall it obligate the City to plow or move any snow or ice along the Company's route or any part thereof; nor shall anything herein contained obligate the Company to cart or haul away are severed by reason of strikes.

Withdraw the amounts thereof from the security fund if such fund shall not have already become the property of the City as hereinbefore provided.

Section 39. The Company shall not be deemed nor declared to be in default under any of the constitutionality, validity or enforcement of conditions, provisions, requirements or limitations such connection or which involves or might involve the constitutionality, validity or enforcement of this contract in any case in which the performance by it of any of the conditions, provisions, requirements or limitations of this contract and consent, or any notice or direction of the Board in Such connection or which involves or might involve the constitutionality, validity or enforcement of this contract in any case in which the performance by it of any of the conditions, provisions, requirements or limitations such connection or which involves or might involve the property of the City as hereinbefore provided.

Section 39. The Company of the conditions, provisions, requirements or limitations or limitations of this contract and consent, or any notice or direction of the Board in Section 39. The Company to the city as hereinbefore provided to nor shall it obligate the City to plow or move any snow or ice along the Company's route or declared to be in default under any of the consent, or any notice or direction of the Board in Section 39. The Company to the city as hereinbefore provided to nor shall it obligate the City to plow or move the provided to nor shall any notice or direction of the Board in the provided to nor shall any notice or direction of the Board in the pr dissolution of any such injunction or restraining order or take any other appropriate step in any such suit, action or proceedings which it may deem necessary or advisable to protect its interests.

Section 46. The Company promises, covenants and agrees to conform to, abide by and perform all the conditions, provisions, requirements and limitations in this contract and consent, fixed and

ission's Approval within the period or periods contained and the Company will not at any future time set up as against the City or the Board the claim that the provisions of this contract and con-sent reserving to the City the right to terminate or providing for termination of the contract, right or consent hereby granted are unreasonable or void, nor will the Company set up or maintain as against the City, the Board, the Comptroller or any other official or officer of the City, that any other provisions of this contract and consent are

ing upon the Company, its successors or assigns.

Section 48. The rights, powers, privileges and remedies reserved to the City by this contract and consent, are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the City may have at law or in equity with respect to the subject matter of this contract and consent and a waiver thereof at any time or in any instance shall not affect any other

require any employee or any person seeking employment to join any company-controlled union or
to refrain from joining, organizing or assisting the
labor organization of his own choosing nor to perthe corporate seal of said City to be hereunto signed and mit the existence of or to deal with any company-controlled union or association and to that end it agrees that it will not dominate, interfere with or corporate name to be hereunto signed and its cor-

(Seal.)
Attest: ..., Secretary
Resolved, That the results of the inquiry made
by this Board as to the money value of the proposed franchise, right and consent, and the adequacy of the compensation proposed to be paid therefor, and of the terms and conditions, are as specified and fully set forth in and by the foregoing form of proposed contract for the grant of such franchise, right and consent.

Resolved, That these preambles and resolutions, including the said resolution for the grant of a franchise, right and consent applied for by Reservoir Transit Corp., and the said form of a proposed contract for the grant of such franchise, right and consent, containing said results of such inquiry, after the same shall be entered in the minutes of this Board, shall be published in full

described in the foregoing form of proposed conthe franchise, right and consent hereby granted described in the toregoing form of proposed conprovided that the remedy herein contained shall he in addition to any and all remedies otherwise available to the City for the enforcement of the provisions of this Section, including any relief obtainable from a court of equity.

ARTICLE XIII

ARTICLE XIII 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 of consent thereto may be obtained by all those interested therein at the office of 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 prior to Thursday, September 21, 1944, in the "Home News" and the "Parkchester Press Review," the two newspapers in which the petition and notice of hearing thereon have been published

Dated, New York, August 17, 1944. 22,21 ISAAC EICHHOLZ, Acting Secretary.

PUBLIC NOTICE IS HEREBY GIVEN PURsuant to law at a meeting of the Board of Esti-

mate held August 17, 1944. The following resolutions were adopted:
Whereas, By six (6) contracts, each dated November 9, 1940, and the resolutions authorizing the same, The City of New York and Third Ave mue Railway Company, The Forty-Second Street, Manhattanville and St. Nicholas Avenue Railway Company, Union Railway Company of New York City, The Bronx Traction Company, the Southern Boulevard Railroad Company and The Westchester Electric Railroad Company have provided for the projected substitution under Section 50 a city the projected substitution, under Section 50 a of the Public Service Law, of the operation of buses in place of cars on tracks for the transportation of persons for hire on routes of the respective Railway Companies in the Boroughs of The Bronx and Manhattan, as more particularly set forth in said contracts (hereinafter sometimes referred to as "50-2 Bus Substitution Agreements"); and by contract dated November 9, 1940, the City has granted to Surface Transportation Corporation of New York the franchise, right and consent to maintain and operate omnibuses for the transportation of persons for hire on the routes in the Boroughs of The Bronx and Manhattan, as more particularly described in Article II of said Con-tract (hereinafter sometimes referred to as "Surface Franchise Contract"); and by contract dated November 9, 1940 (hereinafter sometimes referred to as "Supplementary Contract") between The City of New York and Third Avenue Railway City of New York and Third Avenue Railway Company, The Forty-Second Street, Manhattanville and St. Nicholas Avenue Railway Company, Kingsbridge Railway Company, Union Railway Company of New York City, The Bronx Traction Company, The Southern Boulevard Railroad Company, New York City Interborough Railway Company, The Westchester Electric Railroad Company and Surface Transportation Corporation of New and consent, by resolution duly adopted and en York, certain agreements were made with respect to such projected substitution and operation of

Whereas, The said Surface Franchise Contract and Supplementary Contract were amended by contract dated April 19, 1941 between The City of New York and Third Avenue Railway Company, The Forty-Second Street, Manhattanville and St. Nicholas Avenue Railway Company, Kingsbridge Railway Company, Union Railway Company of New York City, The Bronx Traction Company, The Southern Boulevard Railroad Company, New York City Interborough Railway Company. The Westchester Electric Railroad Company and Surface Transportation Corporation of New York; and Whereas, By Agreement of Merger and Con-solidation. Third Avenue Railway Company. The

Forty-Second Street, Manhattanville and St. Nicholas Avenue Railway Company, Kingsbridge Railway Company, Union Railway Company of New York City, The Brenx Traction Company, The Southern Boulevard Railroad Company, and New York City Interborough Railway Company, were, on July 1, 1942, merged and consolidated into a corporation with the name Third Avenue Transit Corporation; and Whereas, By petition dated March 27, 1944, Sur-

face Transportation Corporation of New York applied for amendments of the description of the routes contained in the Surface Franchise Contract as more particularly set forth in said petition, and for consent to operate buses on the streets, avenues, highways and public places set forth in such amendments and Third Avenue Transit Corporation, The Westchester Electric Railroad Company and Surface Transportation Corporation of New York also applied by said petition, for an amendment of the description of routes set forth in the Supplementary Contract so that the same would conform with the amendments applied for by Surface Transportation Corporation of New York; and

Whereas, On July 20, 1944, the Board adopted a resolution fixing the date for a public hearing on said petition as August 17, 1944, at which citizens were entitled to appear and be heard, and publication of said petition and of the notice of public hearing thereon was had for at least two (2) days in the "Home News" and the Parkchester Press Review," the two newspapers designated by the Mayor and in THE CITY RECORD for ten (10) days, and said hearing was duly held and closed on said date;

Whereas, The Board has made inquiry as to the money value of the proposed grant and amendments and the adequacy of the compensation to be paid therefor, and has embodied the result of such inquiry in a form of proposed contract with all the

terms and conditions; now, therefore, be it Resolved, That the following form of resolution authorizing such contract between The City of New York and Third Avenue Transit Corporation The Westchester Electric Railroad Company and Surface Transportation Corporation of New York.

Surface Transportation Corporation of New York, containing the form of such proposed contract be hereby introduced and entered on the minutes of this Board as follows, to wit:

"Resolved, That the Board of Estimate hereby authorizes the following contract between The City of New York and Third Avenue Transit Corporation, The Westchester Electric Railroad Company tion, The Westchester Electric Railroad Company and Surface Transportation Corporation of New York, and that the Mayor of The City of New York be and hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York, in the following form, provided that this resolution shall not become effective and such resolution shall be null and void if any one of the Companies mentioned therein shall fail on its behalf to properly execute said contract and deliver the same to this Board within thirty (30) days after the date of the approval of this resolution by the Mayor, or within such further time as the Board shall grant by resolution adopted on a date prior to the expiration of said thirty (30) days."

SURFACE TRANSPORTATION CORPORA-

SURFACE TRANSPORTATION CORPORA-

Proposed Form of Contract

This contract, made and executed this day of 1944, by and between The City of New York (hereinafter referred to as the "City"), by the Mayor of The City of New York (hereinafter referred to as the "Mayor") acting for and in the name of the City, under and in pursuance of the authority of the Board of Estimate of the City (hereinafter referred to as the "Board"), party of the first part, and Third Avenue Transit Corporation, 2 New York corporation, party of the second part, The Westchester Electric Railroad Company, a New York corporation (hereinafter sometimes referred

Whereas, By six contracts, each dated November 9, 1940, and the resolutions of the Board authorizing the same, the City and Third Avenue Railway Company, The Forty-second Street, Manhattanville and St. Nicholas Avenue Railway Company, Union Railway Company of New York City, The Bronx Traction Company, The Southern Boulevard Railroad Company and The Westchester Electric Railroad Company (hereinafter sometimes referred to as the "Railway Companies"), have provided for the projected substitution, under Section 50-a of the Public Service Law, of the operation of buses in place of cars on tracks for the transportation of persons for hire in the Boroughs of The Bronx and Manhattan, as more particularly set forth in said contracts (hereinafter some times referred to as "50-a Agreements"); and by contract dated November 9, 1940, the City granted to the Surface Company the franchise, right and consent to maintain and operate omnibuses for the transportation of persons for hire of the routes in the Boroughs of The Bronx and Manhattan, as more particularly described in Article II of said more particularly described in Article II of said contract of November 9, 1940 (hereinafter sometimes referred to as "Surface Franchise Contract"), and by contract dated November 9, 1940 (hereinafter sometimes referred to as "Supplementary Contract"), between the City and Third Avenue Railway Company, The Forty-Second Street, Manhattanville and St. Nicholas Avenue Railway Company, Kingsbridge Railway Company, Union Railway Company of New York City, The Bronx Traction Company, The Southern Boulevard Railroad Company, New York City Interborough Railway Company and Westchester Company and the along Lawton avenue between East Tremont ave-Surface Company (hereinafter sometimes referred nue and Hollywood avenue; along Hollywood to as the "Original Contract Companies"), the parties thereto made certain agreements with respect nue; along Harding avenue between Hollywood to such projected substitution and the operation of avenue and East Tremont avenue; along East

Whereas, The said Surface Franchise Contract Lawton avenue; along Lawton avenue between and Supplementary Contract were amended by con-tract dated April 19, 1941, between the City and

Whereas, By Agreement of Merger and Consolidation, Third Avenue Railway Company, The Forty-Second Street, Manhattanville and St. Nicholas Avenue Railway Company, Kingsbridge Railway Company, Union Railway Company of New York City, The Bronx Traction Company, The Southern Boulevard Railroad Company and New York City Interborough Railway Company, were, on July 1, 1942, merged and consolidated into a corporation with the name Third Avenue Transit

Whereas, By petition dated March 27, 1944, Surface Company applied for amendments to the description of the routes contained in the Surface Franchise Contract, as more particularly set forth in said petition, and for consent to operate buses on the streets, avenues, highways and public places set forth in such amendments and the Third Avenue Transit Corporation, Westchester Electric Railroad Company and Surface Company also anplied by said petition for an amendment of the description of routes set forth in the Supplementary Contract so that the same would conform with the amendments petitioned for by Surface Com-

Whereas, The Board adopted a resolution on July 20, 1944, fixing the date for a public hearing on said petition as August 17, 1944, at which citizens were entitled to appear and be heard, and

hearing was duly held on August 17, 1944, and closed on said date; and

Whereas, The Board has made inquiry as to the money value of the proposed grant and amendments so applied for, and the adequacy of the compensation proposed to be paid therefor, and did embody the result of such inquiry in this contract, which was spread upon the minutes of the meeting of the Board or Thursday August 12, 1944. ing of the Board on Thursday, August 17, 1944, together with the proposed resolution authorizing this contract, and did fix the 21st day of September, 1944, for a public hearing thereon, at which citizens should be entitled to appear and be heard;

Whereas, Prior to said hearing, notice thereof and this proposed contract and the proposed resolution authorizing this contract were published in full for at least fifteen (15) days (except Sundays and legal holidays) immediately prior thereto in THE CITY RECORD, and a notice of such hearing, together with the place where copies of the proposed contract and resolution might be obtained by all those interested therein, was published at least twice, at the expense of the Companies, in the two newspapers in which the petition and notice of hearing thereon were published, and said hearing was duly held and closed on said date; Now, therefore, in consideration of the premises and in consideration of the mutual covenants and

agreements herein contained, the parties hereto do hereby covenant and agree with each other as follows:

First-Group A of Section 2, Article II of the Surface Franchise Contract and Section 1 of Article Seven of the Supplementary Contract are hereby amended by changing the description of Route Bx-1—Concourse-138th Street, Route Bx-3—Prospect Avenue, Route Bx-5—Bruckner Boulevard (Eastern Boulevard), Route Bx-6—Throggs Neck, Route Bx-8—Williamsbridge Road, Route Bx-10—Riverdale Avenue, Route Bx-12—City Island-Fordham, Route Bx-13—Castle Hill Avenue, Poute Bx-18—Nates Bx-18—Route Route Bx-16—Webster Avenue, Route Bx-18— Macombs Road, Route Bx-23—Crosby Avenue-Layton Avenue, so that the description of said routes in the said Surface Franchise Contract and Sup-plementary Contract shall be respectively as fol-

ows: Crescent; along Albany Crescent to Heath avenue; along Heath avenue to Fort Independence Street; along Fort Independence Street to Sedgwick Avenue; along Sedgwick Avenue to Mosholu Parkway South; along Mosholu Parkway South to Grand Boulevard and Concourse; along Grand Boulevard and Concourse; along Grand Boulevard and Concourse to east roadway of Grand Boulevard and Concourse to east roadway of Grand Boulevard and Concourse; also along Bailey avenue between Albany Crescent and West 230th street; also along West 230th street between Bailey avenue and Broadway; also along Broadway between West 230th street and West 231st street.

Route Bx.3—Prospect Avenue. 4.44 Miles—Beginning at the intersection of Fordham Plaza and 3d avenue; along Fordham Plaza to Park avenue; along Park avenue; along Broadway Beast 189th street; along East 189th street to 3d avenue; along 3d avenue East 189th street to 3d avenue; along 3d avenue to East 187th street; along East 187th street to Crotona avenue; along Crotona avenue to Prespect avenue; along Prospect avenue to East 149th street; avenue; along Prospect avenue to East 149th street; along East 149th street to Jackson avenue; along Jackson avenue to East 139th street; along East 139th street to Bruckner boulevard; along Bruckner boulevard to East 138th street; along East 138th street; along East 138th street; along East 138th street; also along Jackson avenue between East 138th street and East 139th street; also along 3d avenue between East 189th street and Fordham Plaza.

Bruckness Boulevard (Fastern Boulevard (Fastern Boulevard)

York corporation (hereinafter sometimes referred to as "Westchester Company"), party of the third part, and Surface Transportation Corporation of New York, a New York corporation (hereinafter sometimes referred to as "Surface Company"), party of the fourth part:

When the fourth part:

When the fourth part:

Westchester avenue and Bruckner boulevard (formerly known as Eastern boulevard); along Bruckner boulevard to Lafayette avenue; along Lafayette avenue to Westchester avenue; along Westchester avenue; along Westchester avenue; along Westchester avenue to Rest 161st avenue; along Westchester avenue; along We also along Longwood avenue between Lafayette along Starling avenue to Unionport road; along avenue and Bruckner boulevard; also along Bruckner boulevard between Longwood avenue and Laat the intersection of Metropolitan avenue and fayette avenue; also along Wilkinson avenue be-tween Bruckner boulevard and Westchester avenue; as Metropolitan oval) to White Plains road; along along Westchester avenue between Wilkinson aveoulevard; along Southern boulevard between Bar-

> Route Bx-6-Throggs Neck. 5.85 Miles- Beginning at Westchester square; along East Tre-mont avenue to Miles avenue; along Miles avenue to East 177th street; along East 177th street to Pennyfield avenue; along Pennyfield avenue to Fort Schuyler; also along East Tremont avenue between Westchester square and Lane avenue; along Lane avenue between Fast Tremont avenue and Benson street; along Benson street between lane avenue and Westchester avenue; along Westchester avenue between Lane avenue and East Tremont avenue; also along East 177th street between Meagher avenue and Tierney place; along Tierney place between East 177th street and Longstreet avenue; along Longstreet avenue between Tierney place and Giegerich place; along Giegerich place between Longstreet avenue and 177th street; also (as a branch) along East Tremont avenue between Miles avenue and Lawton avenue; Tremont avenue between Harding avenue and East Tremont avenue and Balcom avenue; along Ralcom avenue between Lawton avenue and Harding avenue; along Harding avenue between Bal-com avenue and a point 100 feet south of Mo-Dowell place; also along Harding avenue between Hollywood avenue and East 177th street.

Route Bx-8-Williamsbridge Road, 3.22 Miles-Beginning at the intersection of White Plains road and Adee avenue; along Adee avenue to Williams-bridge road; along Williamsbridge road to East Tremont avenue; along East Tremont avenue to Lane avenue; along Lane avenue to Benson street; along Benson street to and across Westchester ave-nue to East Tremont avenue; along East Tremont avenue to Dock street; thence crossing East Tremont avenue around the safety zone, to, across and along Westchester avenue to East Tremont avenue; along East Tremont avenue to Lane avenue; also along Bronxwood avenue between Williamsbridge road and Burke avenue; along Burke avenue be-tween Bronxwood avenue and White Plains road; along White Plains road between Burke avenue

and Adee avenue Route Bx-10-Riverdale Avenue. 6.13 Miles-Beginning at the intersection of Riverdale avenue and the North City Line; along Riverdale avenue to the intersection of West 254th street and Henry Hudson Parkway West; along Henry Hudson Park-way West to West 239th street; along West 239th street crossing Henry Hudson parkway to Riverdale avenue; along Riverdale avenue to West 230th street; along West 230th street to Broadzens were entitled to appear and be heard, and publication of said petition and notice of public 230th street; along West 230th street; along West 230th street; along West 231st street; along in the "Home News" and the "Parkchester Press Re
West 231st street to Kingsbridge avenue; along avenue and Crosby avenue.

Second—(A) Group B of Section 2, Article II for the following:

"Fifth: There will be no transfers for rides amended by changing the streets mentioned as part between points on Route Bx-13 (Castle Hill Ave-

THE CITY RECORD for ten (10) days and said along Irwin avenue between 230th street and 231st that such routes shall be as follows: hearing was duly held on August 17, 1944, and street; also along Henry Hudson Parkway East Pelham Bay Park: Beginning at 1 between West 239th street and West 254th street; along West 254th street between Henry Hudson Parkway East and Henry Hudson Parkway West; also beginning at the intersection of West 239th street and Henry Hudson Parkway East; along West 239th street crossing Henry Hudson park-way to Henry Hudson Parkway West; along Henry Hudson Parkway West to Kappock street; along Kappock street crossing Henry Hudson parkway to Johnson avenue; along Johnson avenue to Irwin avenue (also known as Spuyten Duyvil road); along Irwin avenue to West 230th street; along West 230th street to Broadway; along Broadway to West 207th street; along West 207th street to Vermilyea avenue; along Vermilyea avenue to Isham street; along Isham street to Broadway; also along Henry Hudson Parkway East between Kappock street and West 239th street; also along West 231st street between Kingsbridge avenue and Irwin avenue.

Without recognizing the validity of the O.D.T. order suspending operation of the portion of Route Bx-10—Riverdale between 230th street and Broad-way and 207th street and Broadway, the compamies do hereby agree that during the continuance of said suspension they will issue and accept free transfers between the buses operating on Route Bx-10 and The Bronx-Van Cortlandt Park Trolley Line and The Broadway-Kingsbridge Trolley Line so that a passenger on the bus line may travel to and from the Independent Subway Station at 207th street and Broadway.

Route Bx-12-City Island-Fordham. 11.15 Miles Boute Bx-12—City Island-Fordham. 11.15 Miles

—Beginning at intersection of University avenue
and Fordham road; along Fordham road to Bronx
and Pelham parkway; along Bronx and Pelham
parkway to and across Boston road to Pelham
Parkway South; along Pelham Parkway South to
Eastchester road; along Eastchester road to Bronx and Pelham parkway; along Bronx and Pelham parkway to and along exit road leading from Bronx and Pelham parkway to Pelham Parkway south at Continental avenue; along Pelham Parkway South to Burr avenue; along Burr avenue to and across Westchester avenue to Bruckner boulevard; along Frastern boulevard (acrossing beider Route Bx-1—Concourse-138th Street. 6.72 Miles

—Beginning at the intersection of West 231st street and Broadway; along West 231st street to Bailey avenue; along Bailey avenue to Albany Crescent; along Albany Crescent to Heath avenue; along Heath avenue to Fort Independence Street; also along Rochelle atreet between City along Fort Independence Street to Sedgwick Avenue to Mosholu Parkway. Island avenue; also along Westchester avenue between Bruckner boulevard and Burr avenue; also along Baychester avenue between Eastern boulevard and Bronx and Pelham parkway, along Bronx and Pelham parkway between Baychester avenue and a point opposite the exit road leading from Bronx and Pelham parkway to Pelham Parkway South at Continental avenue; also along East-chester road between Bronx and Pelham parkway and Pelham Parkway North; along Pelham Park-way North between Eastchester road and White Plains road; along White Plains road between Pelham Parkway North and Bronx and Pelham parkway; along Bronx and Pelham parkway be-tween White Plains road and Boston road; also along the following streets, avenues and etc., be-tween May 29th and September 15th of each year and at such other times as may be directed year and at such other times as may be directed by resolution adopted by the Board: (1) also along Bronx and Pelham parkway between Eastern boulevard and Baychester avenue; (2) Orchard Beach road between Traffic Relief circle and Orchard Beach; and (3) Pelham Bridge road (also known as Eastern boulevard) between Traffic Relief road and Club House of Split Rock (Pelham) Golf Course; also, during such time as the Commissioner of Parks of the City shall need to the Commissioner of Parks of the City shall need to the commissioner of Parks of the City shall need to the commissioner of Parks of the City shall need to the commissioner of Parks of the City shall need to the commissioner of Parks of the City shall need to the commissioner of Parks of the City shall need to the commissioner of Parks of the City shall need to the commissioner of Parks of the City shall need to the commissioner of Parks of the City shall need to the commissioner of the commissioner of the city shall need to the commissioner of the city shall need to the commissioner of the city shall need to -5-Bruckner Boulevard (Eastern Boule- missioner of Parks of the City shall permit or vard). 5.77 miles—Beginning at the intersection direct, along Bronx and Pelham parkway between

and Eastchester road.
Route Bx-13—Castle Hill Avenue. 3.81 Miles— Beginning at the intersection of Castle Hill avenue 161st street to Hewitt place; along Hewitt place and Zerega avenue; along Castle Hill avenue to between East 161st street and Longwood avenue; and across Westchester avenue to Starling avenue; and across Westchester avenue to Starling avenue; Morningside avenue; along Morningside avenue be-along Starling avenue to Unionport road; along tween Roosevelt Square and 125th street; also White Plains road to Pelham Parkway South; nue and Bruckner boulevard; also along Barretto along Pelham Parkway South to Cruger avenue; street between Bruckner boulevard and Southern along Cruger avenue to Lydig avenue; along Lydig along Cruger avenue to Lydig avenue; along Lydig avenue to White Plains road; also, between May retto street and Hunts Point avenue; along Hunts Point avenue between Southern boulevard and Bruckner boulevard. Hill avenue and Glebe avenue, along Glebe avenue between Westchester avenue and Lyon avenue, along Lyon avenue between Glebe avenue and

Castle Hill avenue. Route Bx-16-Webster Avenue, 3.19 Miles-Beginning at the intersection of Webster avenue with the northerly city line of the City of New York; along Webster avenue to East 204th street; along East 204th street to Bainbridge avenue; along East 204th street to Bainbridge avenue; along Bainbridge avenue to Gun Hill road; along Gun Hill road to Webster avenue; also along East 238th street (Nereid avenue) between Webster avenue and Nereid avenue; along Nereid avenue to the intersection of the City Line; along such portion of Mundy lane between Nereid avenue and Pitman avenue as is in the City of New York; along Pitman avenue between Mundy lane and

the Mount Vernon City Line.

Route Bx-18—Macombs Road. 1.71 Miles—
Beginning at the intersection of Teller avenue and
East 170th street; along East 170th street and
West 170th street to Inwood avenue; along Inwood avenue to Macombs road; along Macombs road to University avenue; along University avenue to West Tremont avenue; along West Tremont avenue to Andrews Avenue South; along Andrews Avenue South to West 175th street; along West 175th street to Montgomery avenue; along Mont-gomery avenue to West Tremont avenue; along West Tremont avenue to Andrews Avenue South; also along West 176th street between Andrews Avenue South and University avenue; also along University avenue between West 176th street and Macombs road; also along Macombs road between Inwood avenue and Jerome avenue; also along Jerome avenue between Macombe road and East 70th street.

Route Bx-23-Crosby Avenue-Layton Avenue. 2.14 Miles—Beginning at or near the intersection of Crosby avenue and Westchester avenue; along Crosby avenue, crossing Bruckner boulevard to Logan avenue; along Logan avenue to Otis avenue; along Otis avenue to Layton avenue; along Layton avenue to Dean avenue; along Dean avenue to Philip avenue; along Philip avenue to Clarence avenue; along Clarence avenue to Schley avenue; along Schley avenue to Ellsworth avenue; also along Ellsworth avenue between Schley avenue and Randall avenue; along Randall avenue between Ellsworth avenue and Clarence avenue: along Roberts avenue between Crosby avenue and Edison avenue; along Edison avenue between Roberts avenue and Westchester avenue; along Westchester avenue between Edison avenue and Crosby avenue: along Layton avenue between Otis avenue and Bruckner boulevard; along Bruckner boule-vard between Layton avenue and Crosby avenue.

view," newspapers designated by the Mayor, and in Kingsbridge avenue to West 230th street; also of "Pelham Bay Park" and "Willis Avenue" so

Pelham Bay Park: Beginning at East Tremont avenue and Westchester avenue (Westchester Square); along Westchester avenue to Bruckner boulevard; along Bruckner boulevard to Wilkinson avenue; along Wilkinson avenue to Wostchester avenue; along Blondell avenue between Westchester avenue and Fink avenue; along Fink avenue; along Fink avenue avenue and Fast Terrore. nue between Blondell avenue and East Tremont avenue; along East Tremont avenue between Fink avenue and Westchester avenue; along East Tremont avenue to a point about 100 feet south of the southerly side of Westchester avenue; thence crossing East Tremont avenue to Westchester ave-

Willis Avenue: Beginning at the intersection of East 134th street and Willis avenue; along Willis East 134th street and Willis avenue; along Willis avenue and across the Willis Avenue Bridge to 1st avenue, Borough of Manhattan; along 1st avenue to 125th street; along 125th street to 130th street; along 130th street to Marginal street; along Marginal atreet to St. Clair place; along St. Clair place to 125th street; also along Roosevelt Square between 125th street; also along Roosevelt Square and 125th street; also along wast roadway of Williams 125th street; also along west roadway of Willis avenue between East 134th street and Bruckner boulevard; along Bruckner boulevard between west roadway of Willis avenue and east roadway of Willis avenue; along east roadway of Willis avenue between Bruckner boulevard and East 134th street; also during such time as Willis Avenue. street; also, during such time as Willis Avenue Bridge is restricted to one way traffic, along the following streets: East 138th street between Willis avenue and 3d avenue, 3d avenue between East 138th street and Bronx approach to or exit from Third Avenue Bridge, Bronx approach to or exit from Third Avenue Bridge and Third Avenue Bridge and Third Avenue Bridge and easterly roadway of Manhattan exit from or approach to Third Avenue Bridge between southerly end of 3d avenue in The Bronx and East 128th street in Borough of Manhattan, East 128th street between easterly roadway of Manhattan exit from or approach to Third Avenue Bridge and 2d avenue, and 2d avenue between East 128th street and East 125th street, it being understood that operation over the easterly road-way of Manhattan exit from or approach to Third Avenue Bridge, East 128th street and 2d avenue

way of Manhattan exit from or approach to Third Avenue Bridge, East 128th street and 2d avenue need not be commenced during continuance of the present War Emergency.

The foregoing streets, mentioned in this Paragraph Second, together with Route Bx-1—Concourse-138th Street, Route Bx-3—Prospect Avenue, Route Bx-5, Bruckner Boulevard (Eastern Boulevard), Route Bx-6—Throggs Neck, Route Bx-8—Williamsbridge Road, Route Bx-10—Riverdale Avenue, Route Bx-12—City Island-Fordham, Route Bx-13—Castle Hill Avenue, Route Bx-16—Webster Avenue, Route Bx-18—Macombs Road, Route Bx-23—Crosby Avenue-Layton Avenue, as described in Paragraph First hereof, are hereinafter called "Amended Surface Contract Routes."

(B) Section 1 of Article Seven of the Supplementary Contract is hereby amended by changing the description of Route Bx-21—Pelham Bay Park, and Route Bx-29—Willis Avenue, so that the description of said routes in the said Supplementary Contract shall be as follows:

Route Bx-21—Pelham Bay Park. 1.25 Miles—Beginning at East Tremont avenue and Westchester avenue (Westchester Square); along Westchester avenue to Bruckner Boulevard; along Wilkinson avenue to Westchester avenue; along Blondell avenue between Westchester avenue; along East Tremont avenue; along East Tremont avenue and Westchester avenue; along East Tremont avenue to a point about 100 feet south of the southerly

Westchester avenue; along East Tremont avenue to a point about 100 feet south of the southerly side of Westchester avenue; thence crossing East

Fremont avenue to Westchester avenue, Route Bx-29—Willis Avenue, 6.73 Miles—Bedirect, along Bronx and Pelham parkway between White Plains road and Eastchester road instead of along either or both Pelham Parkway North and Pelham Parkway South between White Plains road and Eastchester road.

3d avenue; along 3d avenue to Willis avenue; along 3d avenue to Willis Avenue Bridge to 1st avenue, Borough of Manhattan; along 1st avenue to 125th street; along 125th street to 130th street; along 130th street to Mar-ginal street; along Marginal street to St. Clair place; along St. Clair place to 125th street; also along Roosevelt Square between 125th street and along East Fordham road between 3d avenue and Washington avenue; along Washington avenue be-Washington avenue; along Washington avenue be-tween. East Fordham road and 3d avenue; also along west roadway of Willis avenue between East 134th street and Bruckner boulevard; along Bruck-ner boulevard between west roadway of Willis avenue and east roadway of Willis avenue; along east roadway of Willis avenue bruckner boulevard and East 134th street; also, during such time as Willis Avenue Bridge is restricted to one way traffic along the following streets: East 138th way traffic, along the following streets: East 138th street between Willia avenue and 3d avenue, 3d avenue between East 138th street and Bronx approach to or exit from Third Avenue Bridge, Bronx approach to or exit from Third Avenue Bridge and Third Avenue Bridge and easterly Bridge and Third Avenue Bridge and easterly roadway of Manhattan exit from or approach to Third Avenue Bridge between southerly end of 3d avenue in The Bronx and East 128th street in Borough of Manhattan, East 128th street in Borough of Manhattan, East 128th street between easterly roadway of Manhattan exit from or approach to Third Avenue Bridge and 2d avenue, and 2d avenue between East 128th street and East 125th street.

Third—Group A of Section 2, Article II of the Surface Franchise Contract and Section 1 of Article Seven of the Supplementary Contract are hereby amended by adding thereto the following:

Route Bx-49—Highbridge. 2.21 Miles—Beginning at the intersection of East 161st street and River avenue; along East 161st street to Gerard

River avenue; along East 161st street to Gerard avenue, crossing Gerard avenue from the south roadway of 161st street to the north roadway of lolist street; along East 161st street to Jerome avenue; thence crossing Jerome avenue to Woodycrest avenue; along Woodycrest avenue to West 168th street; along West 168th street to Neison avenue; along Neison avenue to West 167th street; along West 167th street to Anderson avenue; along Anderson avenue to West 162d street; along West 162d street to Ogden avenue; along Ogden avenue to Jerome avenue; along Jerome avenue to East 161st street; and along East 161st street to

The foregoing Route Bx-49-Highbridge Line is hereinafter sometimes called "Additional Surface

Fourth—Section 3 of Article Ten of said Supplementary Contract is hereby amended by striking out the following paragraph marked "Fourth"—
"Fourth: There will be no transfers for rides between points on Route Bx-7 (Boston Road) and points (1) west of White Plains Road on Route Bx-12 (City Island-Fordham) or (2) points on Route Bx-13 (Castle Hill Avenue), if and when the same is operated to Pelhom Parkway South:"

Route Bx-13 (Castle Hill Avenue), if and when the same is operated to Pelham Parkway South;"—and by substituting therefor and inserting in place thereof, the following:
"Fourth: There will be no transfers for rides between points on Route Bx-7 (Boston Road) and points on Route Bx-13 (Castle Hill Avenue);"
Fifth—Section 3 of Article Ten of said Supplementary Contract is hereby amended by striking out the following paragraph marked "Fifth":
"Fifth: There will be no transfers for rides between points on Route Bx-12 (City Island-Fordham) and points on Route Bx-13 (Castle Hill Avenue), if and when the same is operated to Pelham Parkway South;"

Pelham Parkway South;"

Porty-Second Street, Manhattanville and St. Nicholm Avenue Railway Company, Kingsbridge Railway Company, Union Railway Company of New York City, The Breaz Traction Company, The Southern Benhvurd Railroad Company, and New York City Interference Railway Company, were, on July 1, 1942, merged and consolidated into a company with the name Third Avenue Transit

Whereas, By petition dated March 27, 1944, Surface Transportation Corporation of New York applied for amendments of the description of the rooten contained in the Surface Franchise Contract as more particularly set forth in said petition, and for comment to operate bases on the streets, avenue, highways and public places set forth in such moreometers and Third Avenue Transit Corporation. The Westchester Electric Railroad Company and Surface Transportation Corporation of New York also applied by said petition, for an amendment of the description of routes set forth in the Supulementary Contract so that the same would unform with the amendments applied for by Surface Transportation Corporation of New York: and Wherma, On July 20, 1944, the Board adopted a resolution fixing the date for a public hearing on said petition as August 17, 1944, at which citizens were entitled to appear and be heard, and publication of said petition and of the notice of public hearing thereon was had for at least two (2) days in the "Home News" and the Parkchester Press Review," the two newspapers designated by the Mayor and in Tuz Crrr Encome for ten (10) days, and said hearing was duly held and closed on said date; and

Whereas, The Board has made inquiry as to the meancy value of the proposed grant and amendments and the adequacy of the compensation to be paid therefor, and has embodied the result of such inquiry in a form of proposed contract with all the terms and conditions; new, therefore, be it

Resolved, That the following form of resolution authorising such contract between The City of New York and Third Avenue Transit Corporation
The Westchester Electric Railroad Company and Surface Transportation Corporation of New York, containing the form of such proposed contract be hereby introduced and entered on the minutes of this Board as follows, to wit:

"Resolved, That the Board of Estimate hereby authorizes the following contract between The City authorizes the following contract between The City

authorizes the following contract between The City of New York and Third Avenue Transit Corporation, The Westchester Electric Railroad Company and Surface Transportation Corporation of New York, and that the Mayor of The City of New York be and hereby is authorized to execute and the contract of the new and on behalf York be and hereby is authorited to be a deliver such contract in the name and on behalf of The City of New York, in the following form, provided that this resolution shall not become effective and such resolution shall be null and void if any one of the Companies mentioned therein shall fail on its behalf to properly execute said contract and deliver the same to this Board within thirty (30) days after the date of the approval of this resolution by the Mayor, or within such fur-ther time as the Board shall grant by resolution adopted on a date prior to the expiration of said

SURFACE TRANSPORTATION CORPORA

Proposed Form of Contract

This contract, made and executed this

This contract, made and executed this day of 1944, by and between The City of New York (hereinafter referred to as the "City"), by the Mayor of The City of New York (hereinafter referred to as the "Mayor") acting for and in the name of the City, under and in pursuance of the authority of the Board of Estimate of the City (hereinafter referred to as the "Board"), party of the first part, and This and The Components of New York Components of New York (hereinafter referred to as the "Board"), party of the first part, and This of the City (hereinafter referred to as the "Board"). and Third Avenue Transit Corporation, a New York corporation, party of the second part, The Westchester Electric Railroad Company, a New York corporation (hereinafter sometimes referred to as "Westchester Company"), party of the third part, and Surface Transportation Corporation of New York, a New York corporation (hereinafter sometimes referred to as "Surface Company").

party of the fourth part: Whereas, By six contracts, each dated November 9, 1940, and the resolutions of the Board author izing the same, the City and Third Avenue Railway Company, The Forty-second Street, Manhattanville and St. Nicholas Avenue Railway Company, Union Railway Company of New York City, The Bronx Traction Company, The Southern Boulevard Railroad Company and The Westchester Electric Railroad Company (hereinafter sometimes referred to as the "Railway Companies"), have provided for the projected substitution, under Section 50-a of the Public Service Law, of the operation of buses in place of cars on tracks for the transportation of persons for hire in the Boroughs of The Bronx and Manhattan, as more particu-larly set forth in said contracts (hereinafter sometimes referred to as "50-a Agreements"); and by contract dated November 9, 1940, the City granted to the Surface Company the franchise, right and consent to maintain and operate omnibuses for the transportation of persons for hire of the routes in the Boroughs of The Bronx and Manhattan, as more particularly described in Article II of said contract of November 9, 1940 (hereinafter sometimes referred to as "Surface Franchise Contract"), and by contract dated November 9, 1940 (hereinafter sometimes referred to as "Supplementary Contract"), between the City and Third Avenue Railway Company, The Forty-Second Street, Manhattanville and St. Nicholas Avenue Railway Company, Kingsbridge Railway Company, Union Railway Company of New York City, The Bronx Traction Company, The Southern Boulevard Railroad Company, New York City Interborough Railway Company and Westchester Company and the Surface Company (bereinafter sometimes referred to as the "Original Contract Companies"), the parties thereto made certain agreements with respect to such projected substitution and the operation of

Whereas, The said Surface Franchise Contract and Supplementary Contract were amended by contract dated April 19, 1941, between the City and the Original Contract Companies;

Whereas, By Agreement of Merger and Con-solidation, Third Avenue Railway Company, The Forty-Second Street, Manhattanville and St. Nicholas Avenue Railway Company, Kingsbridge Railway Company, Union Railway Company of New York City, The Bronx Traction Company, The thern Boulevard Railroad Company and New York City Interborough Railway Company, were, on July 1, 1942, merged and consolidated into a corporation with the name Third Avenue Transit

Corporation; and Whereas, By petition dated March 27, 1944, Surface Company applied for amendments to the description of the routes contained in the Surface Franchise Contract, as more particularly set forth in said petition, and for consent to operate on the streets, avenues, highways and public places set forth in such amendments and the Third Avenue Transit Corporation, Westchester Electric Railroad Company and Surface Company also applied by said petition for an amendment of the description of routes set forth in the Supplementary tary Contract so that the same would conform with the amendments petitioned for by Surface Com-

Whereas. The Board adopted a resolution on July 20, 1944, fixing the date for a public hearing on said petition as August 17, 1944, at which citizens were entitled to appear and be heard, and

closed on said date; and

Whereas, The Board has made inquiry as to the
money value of the proposed grant and amendments so applied for, and the adequacy of the compensation proposed to be paid therefor, and did embody the result of such inquiry in this contract, which was spread upon the minutes of the meet-ing of the Board on Thursday, August 17, 1944. together with the proposed resolution authorizing this contract, and did fix the 21st day of September, 1944, for a public hearing thereon, at which citizens should be entitled to appear and be heard;

Whereas, Prior to said hearing, notice thereof and this proposed contract and the proposed reso-lution authorizing this contract were published in full for at least fifteen (15) days (except Sundays and legal holidays) immediately prior thereto in THE CITY RECORD, and a notice of such hearing. together with the place where copies of the proposed contract and resolution might be obtained by all those interested therein, was published at least twice, at the expense of the Companies, in the two newspapers in which the petition and notice of hearing thereon were published, and said hearing was duly held and closed on said date;

Now, therefore, in consideration of the premises and in consideration of the mutual covenants and

and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree with each other as follows:

follows:

First—Group A of Section 2, Article II of the Surface Franchise Contract and Section 1 of Article Seven of the Supplementary Contract are hereby amended by changing the description of Route Bx-1—Concourse-138th Street, Route Bx-3—Prospect Avenue, Route Bx-5—Bruckner Boulevard (Eastern Boulevard), Route Bx-6—Throggs Neck, Route Bx-8—Williamsbridge Road, Route Bx-10—Riverdale Avenue, Route Bx-12—City Island-Fordham, Route Bx-13—Castle Hill Avenue, Route Bx-16—Webster Avenue, Route Bx-18—Macombs Road, Route Bx-23—Crosby Avenue-Layton Avenue, so that the description of said routes in the said Surface Franchise Contract and Supplementary Contract shall be respectively as follows:

tween West 230th street and West 231st street.

Route Bx-3—Prospect Avenue. 4.44 Miles—
Beginning at the intersection of Fordham Plaza
and 3d avenue; along Fordham Plaza to Park avenue; along Park avenue to East 189th street; along
East 189th street to 3d avenue; along 3d avenue
to East 187th street; along East 187th street to
Crotons avenue; along Crotona avenue to Prespect
avenue; along Prospect avenue to East 149th street;
along East 149th street to Jackson avenue; along
Jackson avenue to East 139th street; along East
139th street to Bruckner boulevard; along Bruckner boulevard to East 138th street; along East ner boulevard to East 138th street; along East 138th street to Jackson avenue; also along Jackson avenue between East 138th street and East 139th street; also along 3d avenue between East 189th

vard). 5.77 miles—Beginning at the intersection of Westchester avenue nad Bruckner boulevard (formerly known as Eastern boulevard); along Bruckner boulevard to Lafayette avenue; along Lafayette avenue to Longwood avenue; along Long-wood avenue to Westchester avenue; along West-chester avenue to East 161st street; along East 161st street to Hewitt place; along Hewitt place between East 161st street and Longwood avenue; also along Longwood avenue between Lafayette avenue and Bruckner boulevard; also along Bruckner boulevard between Longwood avenue and Lafayette avenue; also along Wilkinson avenue be-tween Bruckner boulevard and Westchester avenue; along Westchester avenue between Wilkinson avenue and Bruckner boulevard; also along Barretto street between Bruckner boulevard and Southern boulevard; along Southern boulevard between Bar-retto street and Hunts Point avenue; along Hunts Point avenue between Southern boulevard and

Bruckner boulevard.
Route Bx-6-Throggs Neck. 5.85 Milesginning at Westchester square; along East Tre-mont avenue to Miles avenue; along Miles avenue to East 177th street; along East 177th street to Pennyfield avenue; along Pennyfield avenue to Fort Schuyler; also along East Tremont avenue between Westchester square and Lane avenue; along Lane avenue between East Tremont avenue and Benson street; along Benson street between lane avenue and Westchester avenue; along Westchester avenue between Lane avenue and East Tremont avenue; also along East 177th street between Meagher avenue and Tierney place; along Tierney place between East 177th street and Longstreet avenue; along Longstreet avenue between Tierney place and Giegerich place; along Giegerich place between Longstreet avenue and 177th street; also (as a branch) along East Tremont avenue between Miles avenue and Lawton avenue; along Lawton avenue between East Tremont avenue and Hollywood avenue; along Hollywood avenue between Lawton avenue and Harding avenue; along Harding avenue between Hollywood avenue and East Tremont avenue; along East remont avenue between Harding avenue and Lawton avenue; along Lawton avenue between East Tremont avenue and Balcom avenue; along Balcom avenue between Lawton avenue and Hard ing avenue; along Harding avenue between Bal-com avenue and a point 100 feet south of Mo-Dowell place; also along Harding avenue between Hollywood avenue and East 177th street. Route Bx-8-Williamsbridge Road. 3.22 Miles-

Beginning at the intersection of White Plains road and Adee avenue; along Adee avenue to Williams bridge road; along Williamsbridge road to East Tremont avenue; along East Tremont avenue to Lane avenue; along Lane avenue to Benson street along Benson street to and across Westchester avenue to East Tremont avenue; along East Tremont avenue to Dock street; thence crossing East Tremont avenue around the safety zone, to, across and along Westchester avenue to East Tremont avenue; along East Tremont avenue to Lane avenue; also along Bronxwood avenue between Williamsbridge road and Burke avenue; along Burke avenue between Bronxwood avenue and White Plains road: along White Plains road between Burke avenue

and Adee avenue.

Route Bx-10—Riverdale Avenue. 6.13 Miles-Beginning at the intersection of Riverdale avenue and the North City Line; along Riverdale avenue to the intersection of West 254th street and Henry Hudson Parkway West; along Henry Hudson Parkway West to West 239th street; along West 239th street crossing Henry Hudson parkway to River-dale avenue; along Riverdale avenue to West 230th street; along West 230th street to Broadpublication of said petition and notice of public 230th street; along West 230th street to Broadhearing thereon was had for at least two (2) days in the "Home News" and the "Parkchester Press ReWest 231st street to Kingabridge avenue; along amended by changing the streets mentioned as part

view," newspapers designated by the Mayor, and in THE CITY RECORD for ten (10) days and said hearing was duly held on August 17, 1944, and closed on said date; and

Kingsbridge avenue to West 230th street; also of "Pelhon Bay Park" and "Willia Avenue that such routes shall be as follows:

Pelhon Bay Pork: Beganning at East Tree between West 239th street; and West 254th street; avenue and Westchester avenue (Westchester avenue) between West 239th street and West 234th street; along West 254th street between Henry Hudson Parkway East and Henry Hudson Parkway West; also beginning at the intersection of West 239th street and Henry Hudson Parkway East; along West 239th street crossing Henry Hudson parkway to Henry Hudson Parkway West; along Henry Hudson Parkway West; along Kappock street crossing Henry Hudson parkway to Johnson avenue; along Johnson avenue to Irwin avenue (also known as Souven Duvvil way to Johnson avenue; along Johnson avenue to Irwin avenue (also known as Spuyten Duyvil road); along Irwin avenue to West 230th street; along West 230th street; along West 207th street to Vermilyea avenue; along Vermilyea avenue to Isham street; along Isham street to Broadway; also along Henry Hudson Parkway Rast between Kappock street and West 239th street; also along West 231st street between Kingsbridge avenue and Irwin avenue.

Without recognizing the validity of the O.D.T. order suspending operation of the portion of Route Bx-10—Riverdale between 230th street and Broadway and 207th street and Broadway, the companies do hereby agree that during the continuance of said suspension they will issue and accept free transfers between the buses operating on Route Bx-10 and The Broadway-Kingsbridge Trolley Line and The Broadway-Kingsbridge Trolley Line so that a passenger on the bus line may travel to and from the Independent Subway Station at 207th atreet and Broadway.

plementary Contract shall be respectively as follows:

Route Bx-1—Concourse-158th Street. 6.72 Miles
—Beginning at the intersection of West 231st street to Bailey avenue; along Bailey avenue to Albany Crescent; along Bailey avenue to Albany Crescent; along Albany Crescent to Heath avenue; along Eastern boulevard (crossing bridge dover Eastchester Creek) to Traffic Relief road; along Heath avenue to Fort Independence Street; along Fort Independence Street; along Fort Independence Street; along Sedgwick Avenue; along Grand Boulevard and Concourse; along Grand Boulevard and Concourse to East 138th Street; also along Bailey avenue and Concourse to east roadway of Grand Boulevard and Concourse; also along Bailey avenue between Albany Crescent and West 230th street; also along Bronx and Pelham parkway, along Bronx and Pelham parkway to Pelham Parkway between West 230th street between Bailey avenue and Broadway; also along Bronx and Pelham parkway to Pelham Parkway between Bronx and Pelham Parkway North; along Pelham Parkway North between Bronx and Pelham Parkway North between Bailey avenue Bronx and Pelham Parkway North; along Pelham Parkway North between Bailey avenue Beginning at the intersection of Eordham Plans Parkway North between Eastern boulevard to City Island avenue; along Bronx and Bronx and Boulevard and Bronx and Pelham Parkway along Bronx and Pelham Parkway North; along Pelham Parkway North between Eastern to Eastern boulevard and Pelham Parkway North between Bronx and Pelham Parkway North between Bronx and Pelham Parkway North between Eastern boulevard to City Island avenue; also along Bronx and Pelham Parkway North between Bronx and Pelham Parkway North between Eastern boulevard to City Island avenue; along City Island a way North between Eastchester road and White Plains road; along White Plains road between Pelham Parkway North and Bronx and Pelham parkway; along Bronx and Pelham parkway be-tween White Plains road and Boston road; also along the following streets, avenues and etc., be-tween May 29th and September 15th of each year and at such other times as may be directed by resolution adopted by the Board: (1) also along Bronx and Pelham parkway between Eastern boulevard and Baychester avenue; (2) Orchard Beach road between Traffic Relief circle and Orchard Beach; and (3) Pelham Bridge road (also property of the property of the Period Company of the Period Period Company of the Period Company of known as Eastern boulevard) between Traffic Re-lief road and Club House of Split Rock (Pelham) Golf Course; also, during such time as the Com-missioner of Parks of the City shall permit or

Beginning at the intersection of Webster avenue with the northerly city line of the City of New York; along Webster avenue to East 204th street; along East 204th street to Bainbridge avenue; along Bainbridge avenue to Gun Hill road; along Gun Hill road to Webster avenue; also along East 238th street (Nereid avenue) between Webster avenue and Nereid avenue; along Nereid avenue to the intersection of the City Line; along such portion of Mundy lane between Nereid avenue and Pitman avenue as is in the City of New York; along Pitman avenue between Mundy lane and

the Mount Vernon City Line.
Route Bx-18—Macombs Road. 1.71 Miles—Beginning at the intersection of Teller avenue and East 170th street; along East 170th street and West 170th street to Inwood avenue; along Inwood avenue to Macombs road; along Macombs road to University avenue; along University avenue to West Tremont avenue; along West Tremont avenue to Andrews Avenue South; along Andrews Avenue South to West 175th street; along West 175th street to Montgomery avenue; along Mont-gomery avenue to West Tremont avenue; along West Tremont avenue to Andrews Avenue South; also along West 176th street between Andrews Avenue South and University avenue; also along University avenue between West 176th street and Macombs road; also along Macombs road between Inwood avenue and Jerome avenue; also along Jerome avenue between Macombs road and East 70th street.

Route Bx-23-Crosby Avenue-Layton Avenue. 2.14 Miles—Beginning at or near the intersection of Crosby avenue and Weatchester avenue; along Crosby avenue, crossing Bruckner boulevard to Logan avenue; along Logan avenue to Otis avenue; along Otis avenue to Layton avenue; along Layton avenue to Dean avenue; along Dean avenue to Philip avenue; along Philip avenue to Clarence avenue; along Clarence avenue to Schley avenue; along Schley avenue to Ellsworth avenue; also along Ellsworth avenue between Schley avenue and Randall avenue; along Randall avenue between Elisworth avenue and Clarence avenue: along Roberts avenue between Crosby avenue and Edison avenue; along Edison avenue between Roberts avenue and Westchester avenue; along Westchester avenue between Edison avenue and Crosby avenue; along Layton avenue between Otis avenue and Bruckner boulevard; along Bruckner boule-vard between Layton avenue and Crosby avenue.

avenue and Westels Square); along West boulevard; along Brus

let avenue, Berough of Manhe nue to 125th street; along 1; street; along 130th street to M Marginal street to St. Clair pi place to 125th street; also along twom 125th street and Marsingside avenues between B 125th street; also along west avenue between East 134th size boulevard; along Brustmar boulev rendway of Willie avenue and Willie avenue; along out rendwance between Brustmar boulevard street; also, during such time a Bridge is restricted to one way following atreets: East 136th streets Bridge is restricted to one way to following structs: East 13th struct award of avenue, 3d avenue 138th struct and Brunz approach Third Avenue Bridge, Brunz appropriate Third Avenue Bridge and Bridge and easterly readway of from or approach to Third Avenue southerly end of 3d avenue in 28th struct between austerly re-East 120th street in Bereugh of Manhatta 120th street between easterly readway of hattan exit from or approach to Third Bridge and 2d evenes, and 2d avenue East 120th street and East 120th street, understood that operation over the easterly way of Manhattan exit from or approach to Avenue Bridge, East 120th street and 2d need not be commenced during continuance present War Emergency.

The foregoing streets, mentioned in this graph Second, together with Roote End-Pressed course 130th Street. Roote End-Pressed

The foregoing streets, mentioned in this Paragraph Second, together with Route Bn-1—Concourse-138th Street, Route Bn-1—Prospect Avenue, Route Bx-5, Brackmer Benkvard (Lentern Bonkvard), Route Bx-6—Througs Medt, Route Bx-8—Williamsbridge Road, Route Bn-10—Riverdale Avenue, Route Bx-13—City Island-Furdham, Route Bx-13—Castle Hill Avenue, Route Bx-14—Webster Avenue, Route Bx-13—Route Bx-13—Crosby Avenue-Layton Avenue, as described in Paragraph First heroof, are hereinafter called "Amended Surface Contract Route."

(B) Section 1 of Article Sevan of the Supplementary Contract is hereby assended by changing the description of Route Bx-21—Pelham Bay Park, and Route Bx-29—Willis Avenue, so that the description of said routes in the said Supplementary Contract shall be as follows:

Route Bx-21—Pelham Bay Park, 1.25 Miles—Beginning at East Tremont avenue and Westchester avenue (Westchester Square); along Westchester avenue to Bruckner Boulevard; along Wilkinson avenue to Westchester avenue; along Blondell avenue between Pink avenue; along Blondell avenue and East Tremont avenue; along Bast Tremont avenue to Westchester avenue.

Route Bx-29—Willis Avenue, 6.73 Miles—Beginning at the intersection of Fordham road and 3d avenue; along 3d avenue to Willis avenue; along Willis Avenue to Willis

Golf Course; also, during such time as the Commissioner of Parks of the City shall permit or direct, along Broax and Pelham parkway between if White Plains road and Eastchester road instead of along either or both Pelham Parkway North and Pelham Parkway South between White Plains road and Eastchester road.

Route Bx-13—Castle Hill Avenue. 3.81 Miles—Beginning at the intersection of Castle Hill avenue to and Zerega avenue; along Castle Hill avenue to and Zerega avenue; along Castle Hill avenue to and zerega avenue; along Castle Hill avenue and Junionport road (passing through the traffic circle at the intersection of Metropolitan avenue and Unionport road, said traffic circle being known as Metropolitan oral) to White Plains road; along White Plains road is permit along Cruger avenue to Lydig avenue; along Lydig avenue to White Plains road; along Wester avenue between May South; along Cruger avenue to Lydig avenue; along Lydig avenue to White Plains road; along Cruger avenue to White Plains road; along Lydig avenue to White Plains road; along Lydig avenue to White Plains road; along Cruger avenue to White Plains road; along Lydig avenue to White Plains road; along Lydig avenue to White Plains road; along Lydig avenue between May South; along Cruger avenue to Lydig avenue, along Clebe avenue, along Glebe avenue, along Glebe avenue, along Glebe avenue and Castle Hill avenue.

Route Bx-16—Webster Avenue, 3.19 Miles—Beginning at the intersection of Webster avenue and Castle Hill avenue between Castle between Webster avenue between Castle between Castle between Bridge and casterly roadway of Mills avenue Bridge and East 138th street (Nered avenue; along Lydig avenue to Gun Hill road; along the following streets: East 138th street (Nered avenue; along Lydig avenue between Castle b

nue, and 2d avenue between East 125th street and East 125th street.

Third—Group A of Section 2, Article II of the Surface Franchise Contract and Section 1 of Article Seven of the Supplementary Contract are hereby amended by adding thereto the following:

Route Bx-49—Highbridge. 2.21 Miles—Beginning at the intersection of East 161st street and River avenue; along East 161st street to Gerard avenue, crossing Gerard avenue from the south roadway of 161st street to the north roadway of foldway of lolst street to the north roadway of lolst street; along East 161st street to Jerome avenue; thence crossing Jerome avenue to Woody-crest avenue; along Woodycrest avenue to West 168th street; along West 168th street to Nelson avenue; along Nelson avenue to West 167th street; along West 167th street to Anderson avenue; along Anderson avenue to West 162d street; along West 162d street to Ogden avenue; along Ogden avenue to Jerome avenue; along Jerome avenue to East 161st street; and along East 161st street to River avenue.

The foregoing Route Bx-49-Highbridge Line is hereinafter sometimes called "Additional Surface

Contract Route." Fourth—Section 3 of Article Ten of said Supplementary Contract is hereby amended by striking out the following paragraph marked "Fourth"—
"Fourth: There will be no transfers for rides
between points on Route Bx-7 (Boston Road) and
points (1) west of White Plains Road on Route
Bx-12 (City Island-Fordham) or (2) points on
Route Bx-13 (Castle Hill Avenue), if and when
the same is merated to Palham Parkway South." the same is operated to Pelham Parkway South;"
and by substituting therefor and inserting in

place thereof, the following:

"Fourth: There will be no transfers for rides between points on Route Bx-7 (Boston Road) and points on Route Bx-13 (Castle Hill Avenue);"

Fifth—Section 3 of Article Ten of said Supplementary Contract is hereby amended by striking out the following paragraph marked "Fifth":

"Fifth: There will be no transfers for rides between points or Post to Party City Linds

between points on Route Bx-12 (City Island-Fordham) and points on Route Bx-13 (Castle Hill Avenue), if and when the same is operated to Pelham Parkway South:" -and by substituting and inserting in place there-

for the following:
"Fifth: There will be no transfers for rides between points on Route Bx-13 (Castle Hill Aveized shall be deemed to connect with and meet Route Bx-1-Concourse-138th Street.

The foregoing routes shall be connecting and meeting routes within the provisions of Section 3,
Article Ten of the Supplementary Contract.
Seventh—This consent to the operation of omnibuses along Mundy lane as described in Route Br-16—Webster Avenue, shall be deemed consent to operate along such portion of Mundy lane, if any, as is within The City of New York.

Eighth—No omnibus or omnibuses, other than

those actually being operated on an authorized route and waiting for passengers arriving by way of ferry, shall be parked on Marginal street without permission of the Commissioner of Marine and

Aviation, Ninth-Within thirty 30 days after the date of this contract or such further time or times as the Board may by resolution allow, Surface Company shall apply to the Public Service Commission of the State of New York, for a certificate or certificates of convenience and necessity or an amendment or amendments thereto pursuant to the Transportation Corporations Law and the Public Service Law and for permission and approval pursuant to the Public Service Law, to exercise the franchise, right and consent to operate along the amended Surface Contract Routes and along the Additional Surface Contract Route (which certificate or certificates, permission and approval are hereinafter referred to as "Commission Approval") in accord-ance with the Surface Franchise Contract and the Supplementary Contract as amended by this con-tract. In the event that the Company shall fail to make such application within such time or times, the franchise, right and consent herein granted shall cease and determine.

Tenth-In the event the Public Service Commission fails to grant the necessary Commission Approval with respect to the Amended Surface Contract Routes or to the Additional Surface Contract Route within six (6) months from the date upon which this contract is signed by the Mayor, or within such further time as may be authorized by the Board, the rights herein granted with respect to any route or routes, for which the Public Service Commission fails to grant Commission Approval, shall cease and determine.

Eleventh - Surface Company shall commence operation of each of the following routes as hereby operation of each of the following routes as hereby amended: Route Bx-1—Concourse-138th Street, Route Bx-3—Prospect Avenue, Route Bx-5—Bruckner Boulevard (Eastern Boulevard), Route Bx-6—Throggs Neck, Route Bx-8—Williamsbridge Road, Route Bx-10—Riverdale Avenue, Route Bx-12—City Island-Fordham, Route Bx-13—Castle Hill Avenue, Route Bx-16—Webster Avenue, Route Bx-18—Macomba Road, Route Bx-23—Crosby Avenue-Layton Avenue, and of Route Bx-49—High-bridge, as herein authorized, within thirty (30) days after securing Commission Approval for each respective route. Operation along the routes described in Paragraph Second (B), shall be instituted in accordance with the provisions of the Surface Franchise Contract and the Supplementary Contract applicable thereto. In the event operation Contract applicable thereto. In the event operation is not commenced as herein required, the Board may, by resolution on thirty (30) days' notice, cancel this contract as to such route or routes which are not operated as herein required, where-upon the franchise hereby granted for such route or routes shall cease and determine.

Twelfth—Except as expressly provided herein, nothing in this contract contained shall be deemed to affect in any manner the provisions of the 50-a Agreements, the Surface Franchise Contract and the Supplementary Contract and the Companies promise, covenant and agree, on their part and behalf, and on the part and behalf of each of them, to conform to, abide by and perform all the terms, conditions and requirements in said 50-a Agreements, said Surface Franchise Contract and Agreements, said Surface Franchise Contract and and one-quarter districts, class one and one-half

Thirteenth-This contract shall take effect on the date of the execution thereof by the Mayor. In witness whereof, the party of the first part, by its Mayor, thereunto duly authorized by the Board of Estimate 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 parties of the second, third and fourth parts, by their officers, thereunto duly authorized, have caused their corporate names to be hereunto signed and their corporate seals to be bereunto affixed as of the day and year first above

THE CITY OF NEW YORK, by

Mayor. (Seal.) Attest: ...

Attest: City Clerk.
THIRD AVENUE TRANSIT CORPORATION, by, President.
(Seal.)

ROAD COMPANY, by.....

Attest: Secretary.
SURFACE TRANSPORTATION CORPORA-TION OF NEW YORK, by.....

Attest:, Secretary.
Resolved, That the results of the inquiry made by this Board as to the money value of the proposed grant and amendments and the adequacy of the compensation proposed to be paid therefor and of the terms and conditions, are as specified and fully set forth in the said contracts and agreements of November 9, 1940, as previously amended and as amended by the foregoing form of

proposed contract. Resolved, That these preambles and resolutions. including said resolution authorizing the contract between The City of New York and Third Avenue Transit Corporation, The Westchester Electric Railroad Company and Surface Transportation of New York, and the said form of proposed contract amending the Supplementary Contract and Surface Franchise Contract 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, September 21, 1944, in THE CITY

RECORD, together with the following notice, to wit: Notice is hereby given that the Board of Estimate, before authorizing any contract between The City of New York and Third Avenue Transit Corporation, The Westchester Electric Railroad Company and Surface Transportation Corpofation of New York for certain amendments in and to the terms and conditions of certain Surface Franchise Contract and Supplementary Contract each dated November 9, 1940; as previously amended by contract dated April 19, 1941; such amendments being fully set forth and described in the foregoing form of proposed contract and providing in part for the issuance of transfers 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, September 21, 1944 at 2.30 p. m., hold a public hearing thereon at which citizens shall be entitled to appear and be

Resolved, That a notice of such hearing, stating that copies of the proposed contract and resolution authorizing the same may be obtained by all those interested therein at the Bureau of Fran- angles from the side of the wider street, shall be

Companies, in the "Home News" and the "Park-chester Press Review," the two newspapers in which the petition and notice of hearing thereon

have been published.

Dated, New York, August 17, 1944. s2,21
ISAAC EICHHOLZ, Acting Secretary.

CITY PLANNING COMMISSION

Notices of Public Hearings

ZONING, PURSUANT TO SECTION 200 OF THE NEW YORK CITY CHARTER

(On June 14, 1944, Cal. No. 17, the Commission fixed June 28, 1944, as the day for a public hearing on this matter; on June 28, 1944, Cal. No. 30, the hearing was held and continued to July 12, 1944; on July 12, 1944, Cal. No. 14, the hearing was closed and the matter laid over under Rule 105.) After further consideration, certain modifications

were developed in the proposed amendments.

The amendments are reproduced hereunder as originally initiated, new matter being indicated by italics and old matter, to be omitted, in brackets [], except that modifications now proposed in the amendments to Article III § 9, and Article IV, §§ 11 and 12, as originally initiated, are underlined. The amendments to \$1 17 and 19, indicated here-The amendments to \$1 17 and 19, indicated here-under, were not among those previously initiated. Resolved, That the City Planning Commission, pursuant to Section 200 of the New York City Charter, does hereby fix Wednesday, September 13, 1944, at 2.30 p. m., in Room 16, City Hall, Borough of Manhattan, City of New York, as the time and place for a public hearing on the following amendment of the Zoning Resolution of The City of New York.

ARTICLE II-USE DISTRICTS

14. Business Districts.

(b) In a business district no building or premises shall be used, and no building shall be erected, which is arranged, intended or designed to be used for any trade, industry or use that is noxious or offensive by reason of the emission of odor, dust, amoke, gas or noise; but car barns, including those converted for the use of buses operating under a franchise, or places of amusement shall not be

ARTICLE III—HEIGHT DISTRICTS

88. Height Districts. For the purpose of regulating and limiting the height and bulk of buildings hereafter erected, The City of New York is hereby divided into eight classes of districts; (a) class one-quarter (1/4) [times] districts; (b) class one-half (1/2) [times] districts; (c) class three-quarter (3/4) [times] districts; (d) class one (1/4) [times] districts; (e) class one (1/4) [times] districts; (e) class one and one-quarter quarter (3/4) [times] districts; (d) class one (1) [times] districts; (e) class one and one-quarter (11/4) [times] districts; (f) class one and one-half (11/2) [times] districts; (g) class two (2) [times] districts; (h) class two and one-half (21/2) [times] districts [;]. The districts here-tofore classified and referred to as one-quarter times districts; one-half times districts; three-constant times districts; one-half times districts; three-constant times districts; one-half times districts; one-kalf times districts; three-quarter times districts; one times districts; one and one-guarter times districts; one and one-half times districts; two times districts and two and one-half times districts, as abown on the height district map consisting of [thirty-five] twenty-seven sheets and an index sheet, each dated March 31, 1937, and signed by the Chief Engineer of the Board of Estimate and Apportionment [.], to-gether with eight sheets, each dated August 2, 1943, and signed by the Senior Civil Engineer of the City Planning Commission, shall hereafter be referred to and described, respectively, as class Agreements, said Surrace Franchise Contract and said Supplementary Contract, as amended by the provisions of this contract.

Thirteenth—This contract shall take effect on said map, as amended, or as may be hereafter amended from time to time, are hereby continued and declared to be part hereof. The height district map designations and map designation rules which accompany said height district map are hereby declared to be part thereof. No building or part of a building shall be erected except in conformity with the regulations herein prescribed for the height district in which such building is located

(a) In a class one-quarter (1/4) [times] district no building shall be erected to a height in excess of one-quarter times the width of the street, but for each two feet that the building or a portion of it sets back from the street line one foot shall be added to the height limit of such building

or such portion thereof.

(b) In a class one-half (1/2) [times] district no building shall be erected to a height in excess of one-half times the width of the street, but for each one foot that the building or a portion of it sets back from the street line one foot shall be added to the height limit of such building or such portion thereof.

(c) In a class three-quarter (3/4) [times] district no building shall be erected to a height in excess of three-quarter times the width of the street but for each one foot that the building or a portion of it sets back from the street line one foot shall be added to the height limit of such building or such portion thereof.

(d) In a class one (1) [times] district no building shall be erected to a height in excess of seven-eighths times the width of the street, but for each one foot that the building or a portion of it sets back from the street line [two] one and onehalf feet shall be added to the height limit of such building or such portion thereof.

(e) In a class one and one-quarter (11/4) [times] district no building shall be erected to a height in excess of [one and one-quarter times] the width of the street, but for each one foot that the building or portion of it sets back from the street line two [and one-half] feet shall be added to the height limit of such building or such por-

(f) In a class one and one-half (11/2) [times] district no building shall be erected to a height in excess of one and [one-half] one-quarter times the width of the street, but for each one foot that the building or a portion of it sets back from the street line [three] two and one-half feet shall be added to the height limit of such building or such portion thereof.

(g) In a class two (2) [times] district no building shall be erected to a height in excess of [twice] one and one-half times the width of the street, but for each one foot that the building or portion of it sets back from the street line [four]

such building or such portion thereof. (h) In a class two and one-half (2 1/2) [times] district no building shall be erected to a height in excess of [two and one-half times] two times the width of the street, but for each one foot that the building or a portion of it sets back from the street line [five] four feet shall be added to the height limit or such building or such portion thereof.

19. Height District Exceptions. (b) Along a narrower street near its intersec-tion with a wider street, any building or any part of any building [, whether a corner building or one fronting on the narrower street] within 100

tersecting streets shall be governed by the height regulations provided for the wider street for 100 feet from the side of such wider street, measured along such narrower street.]

ARTICIR IV—AREA DISTRICTS

\$10. Area Districts. For the purpose of regulating and determining the area of yards, courts, and other open spaces for buildings hereafter erected, the City of New York is hereby divided into ten classes of area districts; A, B, C, D, D-1, E, E-1, F, F-1, and G; as shown on the area district map consisting of [thirty-five] twenty-seven sheets and an index sheet, each dated March 31, 1937, and signed by the Chief Engineer of the Board of Estimate and Apportionment [.], together unith eight sheets, each dated August 2, 1943, and signed by the Senior Civil Engineer of the City Planning Commission. The area districts designated on said map, as amended, or as may be hereafter amended from time to time, are hereby continued and declared to be part thereof. The area district map designation and map designation with a contract of the backs of which obst a residence use states of which obst a residence use states of which obst a residence use said to the backs of which obst a residence use said to the backs of which obst a residence use said to the backs of which obst a residence use said to the backs of which obst a residence use said to the backs of which obst a residence use said to the backs of which obst a residence use said to the backs of which obst a residence use said to the backs of which obst a residence use said to the backs of which obst a residence use said to the backs of which obst a residence use said to the backs of which obst a residence use said to the backs of which obst a residence use said to the backs of which obst a residence use said to the backs of which obst a residence use said to the backs of which obst a residence use said to the backs of which obst a residence use said to the back of the b area district map designations and map designa-tion rules which accompany said area district map are hereby declared to be a part hereof. No building or part of a building shall be erected ex-cept in conformity with the regulations herein prebuilding or part of a building shall be erected ex-cept in conformity with the regulations herein pre-scribed for the area district in which such build-ing is located. Unless otherwise expressly pro-scribed for the area district in which it is located scribed for the area district in which such building is located. Unless otherwise expressly provided the term rear yard, side yard, outer court or inner court when used in this article shall be deemed to refer only to a rear yard, side yard, outer court, or inner court required by this article. No lot area shall be so reduced or diminished that the yards, courts, or open spaces shall be smaller lot abuts a residence use district. Where such corner lot abuts a residence use district, there shell be a

\$11. A Districts. (a) In an A district a court at any given height shall be at least Jone inch] two inches in least dimension for each one foot of such height.

(b) In an A district no building used for residence, and no non-residential building located in a district, in a local retail district, in a district, in a local retail district, a local retail district, a restricted retail district, a retail district, as restricted retail district, [or] in a retail district, a setail district, or a retail-1 district, as or in a retail-1 district, as designated on the amended use district map, shall occupy at the curb level more than 75 per cent of the area of the lot, if an interior lot, or 90 per cent if a corner lot, exclusive in each case of lawful garages. In computing such percentage any part of the area of any corner lot in excess of 5,000 square feet shall be considered an interior lot.

§12. B Districts. (a) In a B district a rear yard at any given height shall be at least [two]

§13. Area District Exceptions.

(b) In a local retail district, or a retail-1 district, where provision is made for parking or unloading

be considered an interior lot.

§12. B Districts. (a) In a B district a rear
yard at any given height shall be at least [two]
three inches in least dimensions for each one foot of such height. The depth of a rear yard at its lowest level shall be at least 10 per cent of the depth of the lot, but need not exceed 10 feet at such level. An outer court or a side yard at any given height shall be at least [one inch] fwo suches in least dimension for each one foot of such height. An outer court at any given point shall be at least [one] two and one-half inches in least dimension for each one foot of length. But for each one foot that an outer court at any given height would, under the above rules, be wider in its least dimension for such beight than the minimum required by its length, one inch shall be deducted from the required least dimension for such height for each 24 feet of such height. A side yard for its length within 50 feet of the street may for the purposes of above rule be considered

an outer court.

(b) In a B district no building used for residence, and no non-residential building located in a residence district, in a local retail district, in a restricted retail district, [or] in a retail district, or in a retail—1 district, as designated on the amended use district map, shall occupy at the curb level more than 65 per cent of the area of the lot, if an interior lot, or 80 per cent if a corner lot, exclusive in each case of lawful o

computing such percentage any part of the area of any corner lot in excess of 5,000 square feet shall be considered an interior lot.

§13. C Districts. (a) In a C district a rear yard at any given height shall be at least [three] four inches in least dimension for each one foot of such height. The depth of a rear yard at its lowest level shall be at least 10 per cent of the depth of the lot, but need not exceed ten feet at depth of the lot, but need not exceed ten feet at such level. An outer court or a side yard at any given height shall be at least [one] two and oneequivalent area as hereinafter specified in paragraph c of \$18.

(b) In a C district-no building shall occupy at the curb level more than 60 per cent of the area of the lot, if an interior lot, or 15 per cent if a corner lot, exclusive in each case of lawful garages. In computing such percentage any part of the area of any corner lot in excess of 5,000 square feet shall be considered an interior lot.

[(b)] (c) If the owner or owners of any part of

a C district set aside perpetually for the joint recreational use of the residents of such part designated by them, an area at least equal to 10 per cent of the area of such part in addition to all yard and court requirements for a B district, such part shall be subject to the regulations herein prescribed for a B district. Such joint recreational space shall be composed of one or more tracts each of which shall be at least 40 feet in least dimension and 5,000 square feet in area and shall be approved by the Board of Standards and Appeals as suitable for the joint recreational use of such

\$14. D Districta. (a) In a D district a rear yard at any given height shall be at least [four] five inches in least dimension for each one foot of such height. The depth of a rear yard at its lowest level shall be at least [10] 15 per cent of the depth of the lot, but need not exceed [10] 15 feet at such level. If a building in a D district is located in a residence district as designated on the use district map, the depth of a rear yard at its lowest level shall be at least [20] 25 per cent of the depth of the lot, but need not exceed [20] 25 feet at such level. However, for each one foot in excess of [10] 15 feet of the depth of such rear yard at its lowest level, there may be substituted one foot of depth of unoccupied space across the whole width of the front of the lot at the curb level between the street line and the street wall of the building.

(b) In a D district an outer court or a side yard at any given height shall be at least [two] three inches in least dimension for each one foot of such height. An outer court at any given point shall be at least [two] three inches in least dimen-sion for each one foot of length. On a lot not

nue) and points east of White Plains Road on Route Bx-12 (City Island-Fordham);"

chises, Room 1307, Municipal Building, Centre governed by the height regulations provided for and Chambers streets, Borough of Manhattan, shall the wider street. [A corner building on such in less than one and one-half inches in less than one and one-half inches in less than one foot of such height. On such

§ 17. Rear Yards. (a) Except in A districts, [for] lots or portions of lots that are back to back and lots the backs of which abut a residence use district [there] shall have [be] rear yards extending along the rear lot lines of such lots or portions lot abuts a residence use district, there shall be a rear yard, located adjacent to the residence use district. Escept in E-1, F, F-1 and G area districts, no rear yard shall be required on the portion of any lot that is back to back with a corner

district, a retail district, or a retail. I district, where provision is made for parking or unloading within a building, the area of such parking and unloading facilities may be added to the area permitted to be occupied by the first floor, of the building. Except for the first floor, the building shall be otherwise limited by the restrictions set forth in this article (CP-3320—August 30, 1944—Cal. No. 1).

ALBERT HOCHMAN, Acting Secretary, City Planning Commission, 2700 Municipal Building, Manhattan, N. Y. 7, WO rth 2-5600. a31,a12

NOTICE IS HEREBY GIVEN THAT ON THE meeting dates noted at the end of each item sereunder the City Planning Commission adopted resolutions fixing the following hearings to be held in Room 16, City Hall, Manhattan, N. Y. 7, on WEDNESDAY, REPTEMBER 13, 1944 AT 2.50 P. M.

CITY MAP CHANGES, PURSUANT TO SECTION 199h OF THE NEW YORK CITY CHARTER

Laying out two parks and by establishing block dimensions within the territory bounded approxi-mately by Old Broadway, West 129th street, Amsterdam avenue and West 126th street, Bor-

proximately by West 9th street, Henry street, Huntington street, Hicks street, Luquer street, Columbia street, Seabring street, Van Brunt street, Carroll street, Columbia street, Atlantic avenue, a half inches in least dimension for each one foot such height. An outer court at any given point shall be at least [one] two and one-half inches in least dimension for each one foot of length. On least dimension for each one foot of length. On a lot not more than 30 feet in mean width an atreet, S. Parkes Cadman Plaza, Fulton street, Clark street, S. Parkes Cadman Plaza, Fulton street, Clark street, Fulton street, Clark street, Clark street, Clark street, Fulton street, Clark street, Clark street, Fulton street, Clark street, Fulton street, Clark street, Fulton street, Clark street, Fulton street, Clark street, Clark street, Fulton s a lot not more than 30 feet in mean width an outer court or a side yard at any given height shall be not less than one inch in least dimension for each one foot of such height, and an inner court at any given height shall be either (1) not less than two inches in least dimension for each one foot of such height or (2) it shall be of an equivalent area as hereinafter specified in para.

Attreet, S. Parkes Cadman Plaza, Fulton street, Clark street, Hicks street, Hicks street, Henry street, Luquer street, and Court street, including the establishment of the lines and grades of Brooklyn-Battery Tunnel Plaza from Clinton street. tery Tunnel Plaza to a point in Park avenue about 600 feet easterly of Navy street; the layout of a number of adjoining parks and park additions and the elimination of the lines of certain streets within the area affected, Borough of Brooklyn, in accordance with a map in eight sections bearing the signature of the President of the Borough and dated June 9, 1944 (CP-3369—August 9, 1944—Cal. No. 16).

> Modifying the lines and grades of the street sys-tem within the territory bounded approximately by 126th street, Union turnpike, 138th street and 82d avenue, including the layout of a Public Place and the elimination of the lines of 81st avenue from 126th street to 134th street, Borough of Queens, in accordance with a map hearing the signature of the Acting President of the Borough, and dated June 22, 1944 (CP-3358—August 9, 1944—Cal. No. 17).

> Modifying the lines and grades of Goodell avenue between Raymond avenue and Manor road, and by adjusting the grades of Manor road between Crowell avenue and a point southerly of Goodell avenue, Borough of Richmond, in accordance with a map bearing the signature of the President of the Borough and dated July 5, 1944 (CP-3376—August 9, 1944—Cal. No. 18).

> DRAINAGE PLAN, PURSUANT TO SECTION 82d9-1.0e OF THE ADMINISTRATIVE CODE OF THE CITY OF NEW YORK.

Location, sizes and grades of the East Bronx Intercepting Sewers of the Wards Island Sewage Treatment Works within the area bounded ap-proximately by St. Ann's avenue, East 135th street, Bruckner boulevard, East 149th street, East River and East 132d street, bearing the signature of the President of the Borough and dated Novem-ber, 1942 (CP-3366—August 9, 1944—Cal. No.

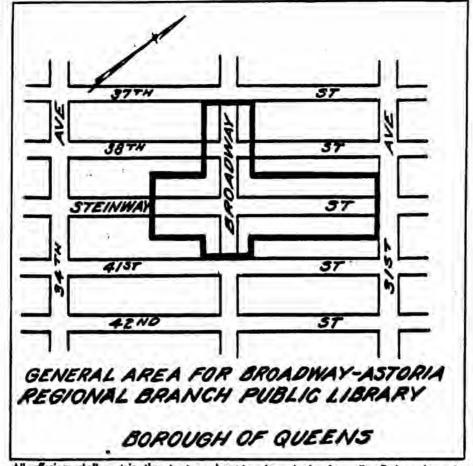
ALBERT HOCHMAN, Acting Secretary, City sion for each one foot of length. On a lot not Planning Commission, 2700 Municipal Building, more than 30 feet in mean width an outer court Manhattan, N. Y. 7, WO rth 2-5600. a31,312

BOARD OF ESTIMATE—BUREAU OF REAL ESTATE

The City of New York

feet [,] of the wider street, measured at right angles from the side of the wider street, shall be offerings from all owners of real property within

Requests for Offers to Bell Real Property to the following designated areas who desire to sell their property to The City of New York, will be received by the Director of Real Estate, Room 1030, Municipal Building, Manhattan, N. Y. 7.



All offerings shall contain the street number, tax map designation, size of plot, character of improvement, assessed valuation and the lowest cash price the owner of the plot will accept for the property at private sale.

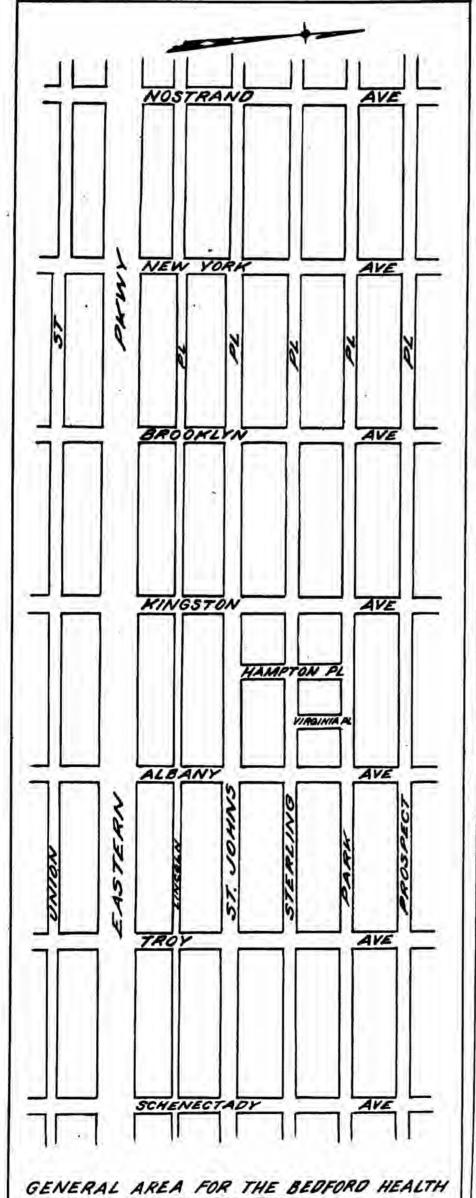
The exact size and location of each site will be determined after all offerings have been analyzed.

Further information may be secured by calling in person at said office.

\$29.15\$

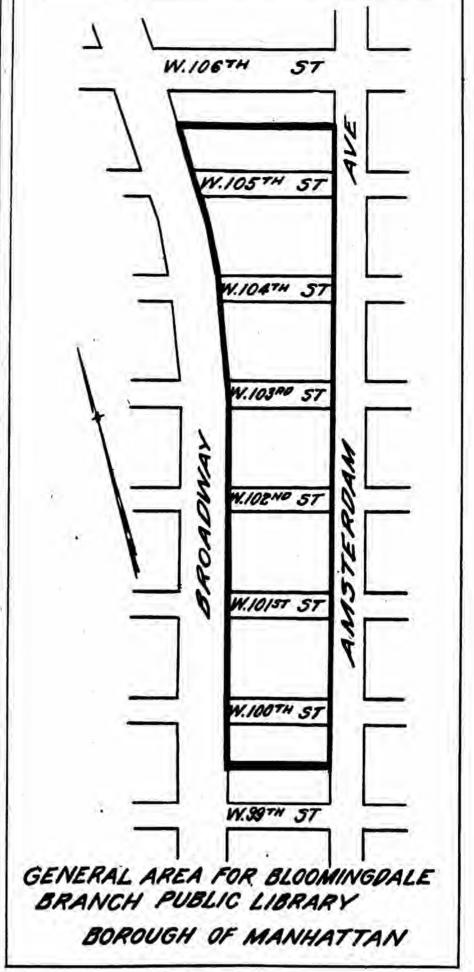
FRANK RAY HOWE, Director of Real Estate.

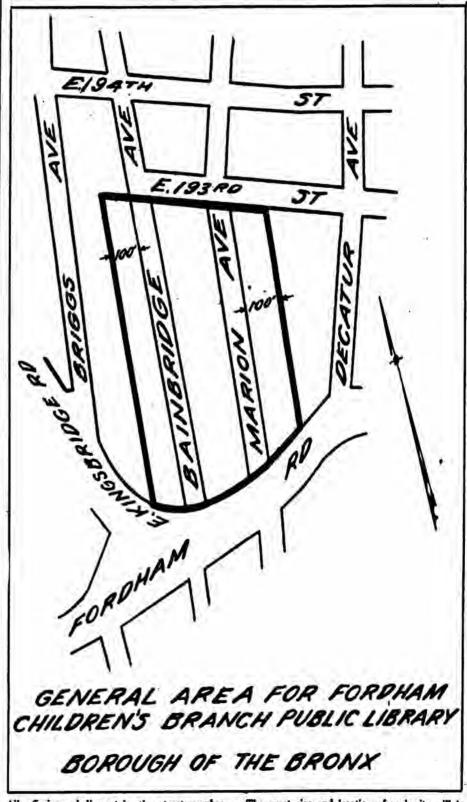
PUBLIC NOTICE IS HEREBY GIVEN THAT received by the Director of Real Estate, Room offerings from all owners of real property within 1030, Municipal Building, Manhattan, N. Y. 7, the following designated areas who desire to sell their property to The City of New York will be 8ATURDAY, SEPTEMBER 28, 1944



SUBSTATION

BOROUGH OF BROOKLYN





All offerings shall contain the street number, tax map designation, size of plot, character of improvement, assessed valuation and the lowest cash price the owner of the plot will accept for the property at private sale.

The exact size and location of each site will be determined after all offerings have been analyzed.

Further information may be secured by calling in person at said office.

\$7.23\$

FRANK RAY HOWE, Director of Real Estate.

Corporation Sales of Certain Real Estate

PUBLIC NOTICE IS HEREBY GIVEN, THAT the Board of Estimate of The City of New York, by virtue af the power vested in them by law, will offer for sale at public auction on MONDAY, SEPTEMBER 25, 1944

at 11 a. m., at Room 1030, Municipal Building, Manhattan, N. Y. 7, the following described

All that certain lot, piece or parcel of land with All that certain lot, piece or parcel of land with the buildings and improvements thereon, situate, lying and being in the Borough of Queens, County of Queens, City and State of New York, designated and shown upon the Tax Map of said City for the said Borough of Queens as Ward I, Block 327, Lot 1, as the said Tax Map was on February 11, 1932. Subject to the control of the Federal, New York State and New York City Governments and to the right of the Federal Government to change harbor lines without compensation, and further subject to reservations and pensation, and further subject to reservations and exceptions contained in Letters Patent recorded in Liber 667 of Deeds, Page 474, in so far as

The minimum or upset price at which said property may be sold is hereby fixed at the sum of Sixty Thousand Dollars (\$60,000) and the sale shall be conditioned upon the following terms and

The successful bidder will be required to pay 10 per cent of the amount of the bid in cash or 10 per cent of the amount of the bid in cash or by certified check made payable to the Treasurer of The City of New York, together with the auc-tioneer's fee, at the time of sale, the balance within 60 days of the date of sale.

The deed shall be a bargain and sale deed, without covenants, to be delivered within 90 days

from the date of sale. The property will be conveyed free and clear of liens and encumbrances except as herein stated. Subject to any state of facts that an accurate survey would show, provided the same does not render title unmarketable.

Subject to building violations, if any.
Subject to monthly tenancies.

The risk of loss of damage by fire between the date of sale and the date of delivery of the deed is assumed by the purchaser.

Taxes, assessments and water rates shall be apportioned as of the date of closing title.

No individual or corporation or any stockholder, director, officer of any corporation who or which has been or is now in default in or on any contract, obligation or agreement of any kind or nature whatsoever entered into with The City of New York, or any of its agencies will be accepted as a bidder for this property, and the Director of Real Eatate reserves the right to reject any such bidder if investigation establishes such a default.

may result from such resale.

The right is reserved to reject any and all bids.

By order of the Board of Estimate under resolution adopted at the meeting of the Board held June 29, 1944 (Cal. No. 66A). a7,23 FRANK RAY HOWE, Director of Real Estate.

PUBLIC NOTICE IS HEREBY GIVEN, THAT the Board of Estimate of The City of New York by virtue of the power vested in them by law, will offer for sale at public auction on TUESDAY, SEPTEMBER 26, 1944

at 11 a. m., at Room 1030, Municipal Building, Manhattan, N. Y. 7, the following described prop-

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon, situ-ate, lying and being in the Borough of Queens, County of Queens, City and State of New York, designated and shown upon the Tax Map of the

The Director of Real Estate, at his option, may said City of New York for the said Borough of

Queens as follows: Section 42, Block 9621, Lots 13, 14, 18 and 23, as the said Tax Map was on February 11, 1940. Subject to covenants and restrictions contained in instruments recorded in Liber 1068 of Conveyances, Pages 235, 251 and 254, and further subject to the right of the United States of America to redeem the premises within the statutory period of one year.

The minimum or upset price at which said property may be sold is hereby fixed at the sum of Fifteen Thousand Dollars (\$15,000) and the sale shall be conditioned upon the following terms

The successful bidder will be required to pay 10 per cent of the amount of the bid in cash or by certified check, made payable to the Treas-urer, City of New York, together with the auctioneer's fee at the time of sale, and a minimum of 2314 per cent additional within 60 days of the date of sale, the balance may be represented by a purchase money bond and mortgage for ten years with the interest at the rate of 4 per cent per annum and amortization at the rate of 3 per cent per annum for two years and 10 per cent per annum for the remaining eight years, with the privilege to pay off all or any additional part of the mortgage debt on any interest date; both

interest and amortization to be payable quarterly.

The deed to be delivered shall be in the form of a bargain and sale deed without covenants, and shall be delivered within 90 days from the date of sale; and the bond and mortgage to be executed by the purchaser shall contain, in addition to the provisions hereinbefore outlined, such other usual clauses as are required in purchase money mort gages acceptable by The City of New York; the purchaser to pay the recording tax, recording fees and all Federal or State taxes in relation thereto,

The property will be conveyed free and clear of liens and encumbrances except as herein stated; Taxes, assessments and water rates shall be

apportioned as of the date of closing title; Subject, however, to the covenant and agreement as follows, which covenant and agreement is to be inserted in the deed to be delivered as herein

'It is covenanted and agreed that in the event of the acquisition by the party of the first part, by condemnation or otherwise, of the part or portion of the premises described herein lying within the lines of Hillside Avenue as said Hillside Avenue is shown on the City Map or Plan, the party (parties) of the second part shall only be entitled as compensation for such acquisition to an amount not in excess of the pro-rated assessed valuation of the land so acquired and shall not entitled to any compensation for any building or buildings, structure or structures so acquired. This covenant shall be binding upon and run with the land and shall endure until the City Map is changed so as to eliminate from within the lines of said Hillside Avenue, any part or portion of

said described premises, and no longer."
Subject to any state of facts an accurate survey would show, provided the same does not render title unmarketable; Subject to monthly tenancy; Subject to building violations, if any;

The risk of loss or damage by fire between the date of sale and the date of delivery of the deed

nature entered into with The City of New York,

nature entered into with The City of New York, or any of its agencies, will be accepted as a bidder for this property, and the Director of Real Estate reserves the right to reject any such hidder if investigation establishes such a default;

The Director of Real Estate, at his option, may resell the property if the successful bidder shall fail to comply with the terms of sale, and the person so failing to comply therewith shall, is addition to forfeiting any deposits made on account thereof, be held liable for any deficiency which may result from such resale:

which may result from such resale;
The right is reserved to reject any and all bids.
By order of the Board of Estimate under resolution adopted at the meeting of the Board held on June 29, 1944 (Cal. No. 65A). s8,25
FRANK RAY HOWE, Director of Real Estate.

PUBLIC NOTICE IS HEREBY GIVEN, THAT the Board of Estimate of The City of New York by virtue of the power vested in them by law, will offer for sale at public auction on TUESDAY, SEPTEMBER 26, 1944 at 11.30 a. m., at Room 1030, Municipal Building, Manhattan, N. Y. 7, the following described prop-

All that certain lot, piece or parcel of land, situate, lying and being in the Borough of The Bronx, of The City of New York, in the County of Bronx and State of New York, bounded and described as follows:

Beginning at a point on the westerly line of former Madison ave. distant thirty-nine and twenty-six one-hundredths (39.26) feet southerly twenty-six one-hundredths (39.26) feet southerly from the corner formed by the intersection of said westerly line of former Madison ave. with the present southerly line of 180th st., and running thence southerly and along the said westerly line of former Madison ave. twenty-two and twenty-five one-hundredths (22.25) feet; thence running easterly on a line at right angles with the easterly line of Washington ave. thirteen and seven one-hundredths (13.07) feet to the present westerly line of Bathgate ave.; thence running northerly along the present westerly line of Bathgate ave. twenty-two and seven one-hundredths (22.07) feet, and thence westerly on a line at right angles with

The successful bidder will be required to pay bidder if investigation establishes such a default. The Director of Real Estate, at his option, may resell the property if the successful bidder shall fail to comply with the terms of sale and the person as failing to comply therewith shall, in addition to forfeiting any deposits made on account thereof, be held liable for any deficiency which of a bargain and sale deed without covenants, and auctioneer's fee, if any, at the time of sale, and the balance within 30 days of the date of sale; The deed to be delivered shall be in the form of a bargain and sale deed without covenants, and shall be delivered within 60 days from the date of sale:

The property will be conveyed free and clear of liens and encumbrances except as herein stated; Taxes, assessments and water rates shall be apportioned as of the date of closing title;

Subject to building violations, if any; Subject to any state of facts an accurate survey would show, provided the same does not render title unmarketable;

No individual or corporation or any stockholder, director or officer of any corporation who or which has been or is now in default in or on any contract, obligation or agreement of any kind or nature entered into with The City of New York, or any of its agencies, will be accepted as a bidder for this property, and the Director of Real Fatate this property, and the Director of Real Estate

resell the property if the successful bidder shall feil to comply with the terms of sale, and the person so failing to comply therewith shall, in addition to forfeiting any deposits made on account thereof, be held liable for any deficiency which may result from such resale;

The right is reserved to reject any and all bids.

By order of the Board of Estimate under resolution adopted by the Board at a meeting held May 25, 1944 (Cal. No. 41).

FRANK RAY HOWE, Director of Real Estate.

PRESIDENT, BOROUGH OF MANHATTAN

PROPOSALS See Regulation on This Page

SEALED BIDS WILL BE RECEIVED BY the President of the Borough of Manhattan, at Room 2034, Municipal Building, Manhattan, N. Y.

Until 2.30 p. m., on MONDAY, SEPTEMBER 18, 1944 No. 1, for recurbing (Contract No. 5), setting and resettting curb at various locations in the Rerough of Manhattan, together with all work

incidental thereto. The form of contract, contractor's proposal and contract drawings may be inspected at the Office of the Commissioner of Borough Works, Bureau of Sewers and Highways, Room 2141, Municipal Building, Manhattan, N. Y. 7. 87,18

NEW YORK CITY HOUSING AUTHORITY

PROPOSALS.

SEALED PROPOSALS WILL BE RECEIVED, opened and publicly read by the New York City Housing Authority at its offices 122 E. 42d st., Manhattan, N. Y. 17, at 11 a. m., Eastern War Time on September 21, 1944, for the demolition of certain buildings, structures and appurtenances thereto situated within the area of Brownsville Houses (Project No. NYS-4) bounded by Sutter ave., Stone ave., Dumont ave. and Rockaway ave., in the Borough of Brooklyn, City of New York.

A set of the contract documents may be ob-

A set of the contract documents may be obtained upon payment in the sum of \$10 as a deposit to guarantee the safe return thereof. If a Proposal is duly submitted by any person or corporation making the deposit required, the full amount of such deposit for one set will be returned to such person or corporation, provided that the set is returned in good condition within thirty (30) siding at the trial of the above entitled proceeding, as a completed its estimate of the compensation which respective owners of the real property acquired in this proceeding, and the tentative decree of the and Court as to awards for damages was signed to such person or corporation, provided that the Such and was filed with the Clerk of the County of the cou days following the award of this contract or the rejection of the proposal of such person or corporation. Upon return of any other sets in good condition within such period whether by a person

Second—That The City of New York, and all

September 25, 1944, for the repainting of Kings-borough Houses Project, No. NY-5-6, in the Borobjections. ough of Brooklyn.

For each copy of the contract documents obtained, the sum of \$5 must be paid as a deposit to guarantee the safe return thereof.

Checks offered as payment for the documents must be made payable to the order of the New York City Housing Authority. 1,25

DEPARTMENT OF SANITATION

PROPOSALS See Regulation on This Page

SEALED BIDS WILL BE RECEIVED BY the Commissioner of Sanitation, Room 613, 125 Worth st., Manhattan, N. Y. 13, as follows:

Until 11 a. m., on WEDNESDAY, SEPTEMBER 12, 1944 For contracts for the removal of snow and ice for 1944-1945, as follows: Contract 1—Fourth Snow Removal District, Man-

attan. Contract 2-Fifth Snow Removal District, Man hattan.

Contract 3—Entire Borough of The Bronx. Contract 4 — First Snow Removal District. Contract 5-Second Snow Removal District Brooklyn.
Contract 6 — Third Snow Removal District.

Brooklyn. Contract 7 - Fist Snow Removal District, Contract 8-Second Snow Removal District Queens.

Contract 9 - Third Snow Removal District Copies of the contract documents may be ex-amined at Room 725, 125 Worth st., Kaphattan,

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY

PROPOSALS

SEALED BIDS WILL BE RECEIVED BY the Commissioner of Water Supply, Gas and Electricity, at Room 2351, Municipal Building, Manhattan, N. Y. 7, as follows:

See Regulation on This Page

Until 10.30 a. m., on TUESDAY, SEPTEMBER 19, 1944

Dated, Sept. 5, 1944. 89,02
JOSEPH D. McGOLDRICK, Comptroller.

DEPARTMENT OF MARINE AND AVIATION

PROPOSALS See Regulation on This Page

SEALED BIDS WILL BE RECEIVED BY the Commissioner of Marine and Aviation, at Room 4, Pier A, foot of Battery pl., North River, Borough of Manhattan, N. Y. 4, as follows:

THURSDAY, SEPTEMBER 21, 1944

Contract No. 2419, for the paving of runways A, B and C, at the Municipal Airport at Idlewild, Borough of Queens, together with all work incidental thereto, known as Contract No. 7. A set of plans, specifications and form of contract may be obtained by personal application at the office of Jay Downer, Engineer, Room 4304, 30 Rockefeller plaza, Manhattan, N. Y. 20, upon payment of \$15 in cash as a deposit to guarantee the safe return thereof. In the event that only specifications are desired, the deposit therefor

SUPREME COURT-FIRST DEPARTMENT

59.21

is \$5.

Filing Tentative Decree-Notice to File

Objections

SUPREME COURT-NEW YORK COUNTY

In the Matter of Acquiring Title by The City of New York, acting for and on behalf of the New York City Housing Authority, to certain real property within the area bounded generally by Avenue D, East 6th Street, East River Drive and East Houston Street, in the Borough of Manhattan, City of New York, duly selected as a site for the LILLIAN WALD HOUSES (Project No. N. Y. S.—2) and duly approved according to law.

according to law. parties interested in the above entitled proceeding as follows:
First-That the above named Court, after con-

sidering the testimony and proofs submitted on the trial of the above entitled proceeding, has com-

or corporation duly submitting a Proposal or by other parties interested in such proceeding or in some other person or corporation, reimbursement any of the real property affected thereby, having will be made to the extent of \$9 for each such set writing, duly verified, in the manner required by Checks offered as payment for the documents must be made payable to the order of the New York City Housing Authority.

S1,21

CELVED PROPOSITION MILE THE PROPERTY OF THE COUNTY OF NEW York, on or before the

Third-That on the 28th day of September,

Third—That on the 28th day of September, 1944, at 10 o'clock on the forenoon of that day, or as soon thereafter as counsel can be heard, the Corporation Counsel of The City of New York will apply to the Hon. Charles B. McLaughlin, the Justice of the Supreme Court who signed said tentative decree, at a Special Term, Part VII of the Supreme Court, New York County, to be held in Room 1346, Criminal Courts Building, 106 Centre street, New York City, to fix a time when said Justice will hear the parties who will have filed objections to the said tentative decree.

Dated, New York, Angust 31, 1944.

Dated, New York, August 31, 1944.
IGNATIUS M. WILKINSON, Corporation
Counsel, Office and Past Office Address, Municipal
Building, Borough of Manhattan, City of New
York, N. Y. 7.

REGULATIONS RELATING TO CONTRACTS

Adopted by the Reard of Brimate, March 6, 1941 (Cal. No. 78), and Amended Hay 21, 1948 (Cal. No. 81).

1. Advertisements, proposals and bids.
(a) Bids for contracts shall be solicited by public advertisement in at least 10 successive issues of THE CITY RECORD. All advertisements soliciting bids for contracts shall be approved by the Corporation Counsel before publication. Bids shall be publicly opened on the day of the last insertion of the advertisement.

(b) Except with the approval of the Corporation Counsel, the advertisement shall include only:

1. The place where the proposals may be ob-

2. The place where and the day and hour when the bids will be publicly opened;

3. A brief description of the supplies, materials and equipment to be furnished and of the work of labor to be done.

(c) Proposals for hide shall be in such form as may be prescribed by the agency issuing the same and shall state:

and shall state:

1. That the person making the bid shall deliver it in a scaled envelope, addressed to the head of the appropriate agency, on or before the time and at the place designated in the advertisement;

2. That the scaled envelope shall be endorsed with the name or names of the person or persons presenting the same, the date of its presentation and the title of the proposal;

3. The place where and the day and hour when the bids will be publicly opened;

4. The quantity and quality of the supplies, materials and equipment to be furnished and the nature and extent of the work or labor to be done;

5. That every bid shall be accommanied by a

TUESDAY, SEPTEMBEE 19, 1944
For hauling and laying water mains and appurtenances in De Lavall and Tillotson aves., Borough of The Bronx. Deposit, \$1. \$8,19

Plans, specifications, bid and contract form may be obtained upon payment of a deposit, in cash or by certified check, as specified above.

OFFICE OF THE COMPTROLLER

Interest on City Bonds and Stock

THE INTEREST DUE OCT. 1, 1944, ON Registered and Coupon Bonds and Stock of The City of New York, and of former corporations now included therein, will be paid on October 2, 1944, by the Comptroller at his office (Room 830), Municipal Building, Chambers and Centre sts., Manhattan, N. Y. 7.

The books for the transfer of bonds and stock of That in the event of the failure of the bidder to execute the contract within five days after notice.

The books for the transfer of bonds and stock to execute the contract within five days after notice on which the interest is payable Oct. 1, 1944, will of the award of the contract to him, his deposit of be closed Sept. 16 to 30, 1944, both dates inclusive. and he shall be liable for and shall agree to pay on demand the difference between the price bid and the price for which such contracts shall be subsequently relet, including the cost of such reletting and less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of his deposit or as a

defense to any action based upon such accepted bid;
7. That upon the execution of a contract for work or labor, in which provision has been made for payments by installments, the contractor may be required to deposit not less than approximately two percentum nor more than approximately five per-centum of the amount of the contract, until the amount of the retained percentages under the contract shall count the amount of the deposit. Such deposit shall consist of a certified check upon a State or National bank or trust company signed by a duly authorized officer thereof, drawn to the order of the Comptroller, of money, or of the obligations of the City described in section 241 of the New York City Charter, which the Comptroller shall approve as of equal value with the sum se

8. That each bid shall contain: (a) The name, residence and place of business of the person or persons making the same;
(b) The names of all persons interested thereis and if no other person is so interested, such fact shall be distinctly stated;

(c) A statement to the effect that it is made without any connection with any other person making a bid for the same purpose, and is in all respects fair and without collusion or fraud;

(d) A statement that no Councilman or other officer or employee or persons whose salary is payable in whole or in part from the City treasury is directly or indirectly interested therein, or is the supplies, materials and equipment and work labor to which it relates, or in any portion of

the profits thereof.

(d) The bid shall be verified by the written oath of the bidder that the several matters stated therein are in all respects true.

are in all respects true.

(e) Each agency shall keep a proper receptacle for the receipt and safe-keeping of bids. Upon the receipt thereof, bids which are duly presented shall be deposited in such receptacle. No bids shall be removed therefrom nor shall the sealed envelope in which it is contained be opened, except as pro-

which is contained be opened, except as provided in paragraph (f) of this section.

(f) The bids shall be opened and read publicly at the time and place designated in the advertisement, in the presence of the Comptroller or his representative and of such of the bidders as may desire to be present. The opening of such bids shall not be postponed if the Comptroller, or his repre-sentative shall, after due notice, fail to attend.

(g) This regulation shall be published in THE CITY RECORD daily. All advertisements for bids by any one agency appearing in any one issue of THE CITY RECORD shall be published in sequence by date of opening and shall refer to this regulation as advertised in THE CITY RECORD. Such reference shall immediately follow the name of the agency. 9. Purchase orders in excess of one thousan

dollars.
(a) Medical, surgical, dental, laboratory supplies and implements and food supplies involving an expenditure of more than one thousand dollars may be procured on purchase orders based on compe tive bids received after advertisement in at least

three successive issues of THE CITY RECORS.

(b) Rentals of equipment involving an expenditure of more than one thousand dollars for other than snow removal purposes may be effected by the date of sale and the date of delivery of the deed is assumed by the purchaser.

No individual or corporation or any stockholder, director or officer of any corporation who or which has been or is now in default in or on any contract, obligation or agreement of any kind or N. Y. 17, at 11 a. m., eastern war time, on or New York, on or before the 20th day of September, 1944, and parties other on competitive bids received after advertisement in the 20th day of September, 1944, and parties other on competitive bids received after advertisement in at least ten successive issues of The City of New York, shall within the at least ten successive issues of The City of New York, at his office, Municipal time serve on the Corporation Counsel of The City of New York, at his office, Municipal time serve on the Building, Room 1559, in the Borough of Man-755(3)-7.0 and 782a-2.0 of the Administrative Code Department of Purchase on purchase orders based