TRUSTEES CHOSEN FOR N. H. TROLLEYS

Named to Take Over Lines in Connecticut and Rhode Island.

WILL SERVE IF AGREEMENT STANDS

Road's Stockholders Must Ratify Dissolution Plan Before Trustees Can Act.

Washington, April 14.—Judge Walter C. Noyes, of New London; William Hyde, of Hartford; Lyman B. Brainard, of Hartford; George E. Hill, of Bridgeport, and Charles Cheney, of South Manchester, Conn., were named to-day as trustees to take over the Connecticut trolley lines owned by the New York, New Haven & Hartford Railroad Company.

Rathbone Gardner, Theodore F. Green, John O. Ames, John P. Farnsworth and Charles C. Mumford, all of Providence, were chosen to take over the Rhode Island trolleys.

Announcement of these trustees was made by Attorney General McReynolds, with a statement of two sentences. In one it was said that the men had been selected to serve "in case the suggested adjustment of the New Haven transportation problem is carried out," and in the other it was stated that "it is believed that the trustees agreed upon will accept."

The statement was not taken here to-night to indicate that any disagreement had arisen between officials of the road and the Department of Justice. The Attorney General and T. W. Gregory, his assistant in charge of the case, realize, however, that the New Haven stockholders may vote not to accept the plan of dissolution, and in such a contingency only a suit under the Sherman law would be left to the government to effect the changes desired.

With the announcement of these two boards of trustees the settlement of the New Haven problem so far as the department is concerned, if the plan is accepted, is virtually over. Only one other trustee board remains to be named—that for the Merchants and Miners' Transportation Company, one of the New Haven's so-called outside steamship lines. There have been reports from Baltimore that a local trust company is negotiating for the purchase of this line.

Officials of the department said that the New Haven had complete control over both the Rhode Island and Connecticut trolley systems. They said the investment in the Connecticut lines was about $40,000,000 and in the Rhode Island about $24,000,000. The mileage of the two systems was put at over 1,600.

The two boards of trustees may serve five years each, although a satisfactory disposition of the properties before that time would end the trusteeship.

FUNDS FOR ORIENT ROAD

Proceeds of Notes Sold May End the Receivership.

Kansas City, April 14.—Funds sufficient for taking the Kansas City, Mexico & Orient Railroad out of the hands of receivers and placing it on a paying basis have been obtained in New York, according to a telegram received to-day by W. T. Kemper, president of the Commerce Trust Company and a member of the Orient organization committee. The telegram was from J. Z. Miller, who is in New York representing Mr. Kemper in the negotiations.

The Columbia-Knickerbocker Trust Company of New York, according to the telegram, has underwritten $5,500,000 in two-year notes for the reorganization committee. The proceeds will permit the paying off of the receivers' certificates and current debts and take the road out of the expensive receivership, according to Mr. Kemper.

BIND AND GAG WOMAN

Three Men Enter and Rob Flat on Upper East Side.

Three men went to the top floor of 22 East 99th st. yesterday morning and bound and gagged Mrs. Rosie Lalacona. While one held a loaded revolver to her forehead the others ransacked the flat. They departed after threatening her with death if she told of their visit. With them they carried Mrs. Lalacona's pocketbook containing $30 and jewelry valued at about $100.

The robbery was discovered by Mrs. Josephine Galvano, who works at the K son Manufacturing Company, 1790 Fifth avenue, where Mrs. Lalacona is forewoman. The two women are accustomed to walk to the factory together each morning, and when Mrs. Galvano called she found the forewoman bound to a chair with towels. The latter's stockings had been torn off by the robbers. She had saved three rings that she was wearing.

Detectives Elson and Quaine, of the East 104th st. station, have clews and expect to arrest the three men within twenty-four hours.

INSURANCE BODY NAMED FOR GILDER

Relatives of Poet Organize to Help Persons of Moderate Means Get Policies.

Relatives of the late Richard Watson Gilder, poet and editor, have organized the Gilder Policy Association, the purpose of which is to obtain life insurance policies for its members direct from the companies without the intervention of agents. The association applied to Justice Weeks yesterday for a certificate of incorporation. The court referred the petitioners to the State Insurance Department for permission to operate.

As set forth in the petition the organization is designed "to encourage and facilitate persons of moderate means in obtaining insurance policies of moderate amount directly from the insurance companies without the intervention of agents." The petition added: "The undertaking originates in a wish to honor the memory of Richard Watson Gilder by working in his name, as he would in life, for the public good." The form of the policy adopted by the association will be known as the Gilder policy.

The books, it was announced, will be at all times open to the Insurance Department. The directors of the association until the first annual meeting are Richard Gilder Cholmeley-Jones, 163 East 16th st.; Edward Owen Nigel Cholmeley-Jones, 163 East 16th st.; William Francis Roynon Cholmeley-Jones, 163 East 16th st., Joseph B. Gilder, 245 East 19th st., and Rodman Gilder, 898 Madison ave.

MELLEN FREED IN MANSLAUGHTER CASE

Judge Dismisses Charge Based on Fatal Westport Wreck.

PROSECUTION UNABLE TO SUSTAIN CASE

New Haven Road Investigators Submit Report—Other Cases To Be Sifted.

Bridgeport, Conn., April 14.—Judge Joseph P. Tuttle to-day quashed the charge of manslaughter against Charles S. Mellen, former president of the New Haven Railroad, which was made as a result of the wreck of the Springfield express at Westport, October 2, 1912.

Mr. Mellen was arrested in May, 1913, on a bench warrant, charging him with manslaughter, because of the death of one "Jane Doe" in the wreck. His discharge from custody was ordered to-day.

Judge Tuttle nolle prossed the case after he had received from the special counsel, John H. Light, Attorney General and State Attorney Alcorn, of Hartford County, recommendation that the case be dismissed for lack of evidence.

"If you could not convict the accused," he said, in accepting the recommendation, "I do not know of any one who could. Therefore, I think your recommendation is a wise one. To have brought the case to trial under the conditions would have imposed a great expense on the state.

"In a trial it would be the duty of the state to prove the duty of the accused, the violation by the accused of that duty, and that negligence, gross in character, had taken place. It is this last phase which is difficult to prove."

There now remain only two criminal prosecutions against the New Haven as the result of wrecks on that road in this state in the last three years, those of an engineer and a conductor held criminally responsible for the White Mountain-Bar Harbor express wreck at North Haven, September 2, 1913, in which twenty-one lives were lost.

The recommendation of the special counsel for the state pointed out that the essential allegations against Mr. Mellen were that as president of the railroad company he had exclusive control and management of the company through Westport and that it was his duty to see that all conditions tended to insure safety.

The report given the state said that special counsel had found that roadbed, cars, signals and other train equipment were in good condition and did not contribute to the accident, and that a competent engineer was in charge.

The report discussed cross-overs at some length, and stated that the train wrecked would have taken the cross-over safely if the engineer had not applied the brakes, making the train too rigid to respond to the curves.

Panhandle's Meeting.

Pittsburgh, April 14.—Stockholders of the Pittsburgh, Cincinnati, Chicago & St. Louis Railroad here to-day in annual meeting elected the following directors: William H. Barnes, Philadelphia; Samuel S. Dennis, Newark, N. J.; G. L. Peck, Pittsburgh, and Thomas De Witt Cuyler, Philadelphia. The directors will meet in Philadelphia for organization.

An item of the annual report shows that $1,800,984 was expended in replacing property destroyed by the floods of March, 1913.

Central Bonds Oversubscribed.

Application for participation in the underwriting of the $40,000,000 New York Central bonds purchased by J. P. Morgan & Co. have been so numerous, it was learned yesterday, that the allotments will have to be considerably cut down. Institutions and investors have already taken $15,000,000 of the issue.

MUNICIPAL LEGAL NOTICE.

NEW YORK SUPREME COURT, COUNTY of Bronx. First Judicial District.—In the Matter of the Application of the Public Service Commission for the First District of the State of New York, acting on behalf of The City of New York, for the appointment of Commissioners of Appraisal pursuant to Chapter 4 of the Laws of 1891, and the several statutes amendatory thereof and supplemental thereto, relative to acquiring an estate in fee simple absolute and an estate by way of easement in and to certain several premises situate at and near the intersection of MOTT AVENUE AND EAST 138TH STREET, in the Borough of The Bronx, City of New York, required for the purpose of the construction, maintenance and operation in perpetuity of a portion of the rapid transit railroad commonly spoken of as the LEXINGTON AVENUE ROUTE.

NOTICE IS HEREBY GIVEN that the report of Charles L. Hoffman, Charles J. Leslie and Sampson H. Weinhandler, Commissioners of Appraisal duly appointed in the above entitled proceeding, which report bears date the 23rd day of March, 1914, was filed in the office of the Clerk of the County of Bronx on the 7th day of April, 1914.

NOTICE IS FURTHER GIVEN that the said report will be presented to the Supreme Court of the State of New York at a Special Term thereof to be held in the First Judicial District, at the County Court House in the Borough of The Bronx, City of New York, on the 24th day of April, 1914, at the opening of Court on that day, and that then and there, or as soon thereafter as counsel can be heard thereon, a motion will be made that said report be confirmed except as to the parcel designated in said report and upon the map accompanying said report as Parcel No. 1, and that as to said Parcel No. 1 a motion will be made that said report be not confirmed and that said report, in so far as it relates to Parcel No. 1, be referred to new Commissioners to be appointed by the said Court to reconsider the subject matter thereof.

Dated, New York, April 10th, 1914.

FRANK L. POLK,
Corporation Counsel,
Hall of Records,
Borough of Manhattan,
City of New York.

SURROGATE'S NOTICES.

HAGAN, MAY L.—IN PURSUANCE OF an order of Hon. Robert Ludlow Fowler, a Surrogate of the County of New York, notice is hereby given to all persons having claims against May L. Hagan, late of the County of New York, deceased, to present the same with vouchers thereof to the subscriber, at his place of transacting business, No. 2 Rector Street, in the City of New York, on or before the 25th day of May next.

Dated, New York, the 13th day of November, 1913.

ALBERT B. BOARDMAN, Executor.
PHILIP W. BOARDMAN,
Attorney for Executor, 2 Rector Street,
Borough of Manhattan, New York City.

PUBLIC NOTICES.

DEPARTMENT OF FINANCE, BUREAU FOR THE COLLECTION OF TAXES, NO. 57 CHAMBERS ST., BOROUGH OF MANHATTAN, NEW YORK, April 1, 1914.

NOTICE TO TAXPAYERS.

NOTICE IS HEREBY GIVEN THAT THE Assessment Rolls of Real Estate and personal property in The City of New York for the year 1914 have been delivered to the undersigned and that all taxes on said Assessment Rolls are due and payable as follows:

All taxes on personal property and one-half of all taxes on real estate are due and payable on

FRIDAY, MAY 1, 1914,

and the remaining and final one-half of taxes on real estate shall be due and payable on Monday, the 2nd day of November, 1914.

All taxes become liens on the real estate affected thereby on the respective days when they become due and payable as hereinbefore provided, and shall remain such liens until paid.

The second half of the tax on real estate, which is due as hereinbefore provided on the second day of November, may be paid on the first day of May or at any time thereafter, providing the first half shall have been paid or shall be paid at the same time, and on such payments of the second half as may be made in such manner prior to November 1st, a discount shall be allowed from the date of payment to November 1st at the rate of four per centum per annum.

NO DISCOUNT IS ALLOWED ON PERSONAL TAX BILLS.

Penalty on unpaid taxes on Real Estate begins June 1st, and December 1st; on unpaid personal taxes, June 1st.

Taxes are payable at the office of the Receiver of Taxes in the Borough where the property is located, as follows:

Borough of Manhattan, Municipal Building.
Borough of The Bronx, 177th st. and Arthur ave.
Borough of Brooklyn, Municipal Building.
Borough of Queens, Court Square, Long Island City.
Borough of Richmond, Borough Hall, St. George.

FRED H. E. EBSTEIN, Receiver of Taxes.

PUBLIC NOTICE.

BOARD OF ESTIMATE AND APPORTIONMENT, CITY OF NEW YORK.—Public notice is hereby given that at the meeting of the Board of Estimate and Apportionment held this day the following resolutions were adopted:

Whereas, The Union Railway Company of New York City has, under date of March 31, 1913, made application to this Board for the grant of the right, privilege and franchise to construct, maintain and operate street surface railway extensions to its existing system upon and along the following routes:

First: East 136th Street from Third Avenue to Lincoln Avenue, Borough of The Bronx;

Second: From the intersection of Willis Avenue and 134th Street, Borough of The Bronx, over the Willis Avenue Bridge and its approaches to 125th Street, Borough of Manhattan, and upon and along 125th Street, Manhattan Street, 12th Avenue and West 129th Street;

Third: From the intersection of the Willis Avenue and Southern Boulevard approaches to the Willis Avenue Bridge, upon and over said Southern Boulevard or easterly approach to Southern Boulevard, in the Borough of The Bronx; and

Whereas, Section 172 of the Railroad Law and Sections 72, 73 and 74 of the Greater New York Charter, as amended by Chapters 629 and 630 of the Laws of 1905, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws, this Board adopted a resolution on April 10, 1913, fixing the date for a public hearing thereon, as May 8, 1913, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in "The Evening Mail" and "New York Press," newspapers designated by the Mayor, and in the "City Record" for ten (10) days immediately prior to the date of hearing, and the public hearing was duly held on such day; and

Whereas, This Board has made inquiry as to the money value of the franchise or right applied for, and proposed to be granted to the Union Railway Company of New York City, and the adequacy of the compensation to be paid therefor; now, therefore, it is

Resolved, That the following form of the resolution for the grant of the franchise or right applied for by the Union Railway Company of New York City, containing the form of the proposed contract for the grant of such franchise or right be hereby introduced and entered in the minutes of this Board as follows, to wit:

Resolved, That the Board of Estimate and Apportionment hereby grants to the Union Railway Company of New York City the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions, including the provisions as to rates, fares and charges, upon and subject to the terms and conditions in said proposed form of contract contained, and that the Mayor of the City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of the City of New York, as follows, to wit:

PROPOSED FORM OF CONTRACT.

THIS CONTRACT, made and executed in duplicate this day of , 1914, by and between The City of New York (hereinafter called the City), party of the first part, by the Mayor of said City, acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and the Union Railway of New York City (hereinafter called the Company), party of the second part, witnesseth:

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

Section 1. The City hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the right and privilege to construct, maintain and operate double and single track extensions to its present street surface railway, with the necessary wires and equipment, for the purpose of conveying passengers only in the Boroughs of Manhattan and The Bronx, in The City of New York, upon the following routes, to wit:

First—Beginning at and connecting with the existing tracks of the Company in Lincoln avenue; thence westerly by double track in, upon and along East 136th street to and connecting with the existing tracks of the Company in Third avenue, Borough of The Bronx, in order that the title of said company to operate over such route may be perfected and legalized.

Second—Beginning at and connecting with the existing tracks of the Company in Willis avenue, at or near the northerly side of East 134th street, Borough of The Bronx; thence southerly by double track in, upon and along Willis avenue and upon and over the Willis Avenue Bridge and its approaches, to East 125th street, Borough of Manhattan; thence by double track westerly in, upon and along said East 125th street and West 125th street to Manhattan street; thence by double track westerly in, upon and along said Manhattan street to West 129th street; thence westerly by single track in, upon and along said Manhattan street to 12th avenue; thence southerly by double track in, upon and along said 12th avenue to West 129th street; thence easterly by single track in, upon and along said West 125th street to Manhattan street, and there connecting with the existing east-bound track in said Manhattan street.

Third—Beginning at and connecting with the above described tracks on the Willis avenue bridge at the intersection of the northerly and easterly approaches to said bridge; thence easterly and northerly by double track upon and over said easterly approach to and connecting with the existing tracks in Southern Boulevard, Borough of The Bronx.

And to cross such other streets and avenues, named and unnamed, as may be encountered in said routes. The said routes with turnouts, switches and crossovers, hereby authorized, are shown upon two maps entitled, respectively:

(a) "Map Showing Proposed Extension of the Union Railway Co. of New York City, in the Borough of The Bronx, City of New York, to accompany petition dated March 31, 1913, to the Board of Estimate and Apportionment."

(b) "Map Showing Proposed Extension of the Union Railway Co. of New York City, in the Boroughs of Manhattan and The Bronx, City of New York, to accompany petition dated March 31, 1913, to the Board of Estimate and Apportionment."

—each of said maps is signed by Edward A. Maher, Vice-President, and T. F. Mullaney, Chief Engineer; a copy of each of said maps is attached hereto, is to be deemed a part of this contract, is to be construed with the text thereof, and is to be substantially followed, provided that deviations therefrom and additional turnouts, switches and crossovers which are consistent with the foregoing descriptions and the other provisions of this contract may be permitted by resolution of the Board.

The first and third routes above described to be operated by the Company as parts of continuous routes in connection with its existing lines in the Borough of The Bronx and the second route above described to be operated by the Company as part of a continuous route in connection with its existing lines in the Borough of The Bronx, to and over the Willis Avenue Bridge and its approaches, to East 125th street, in the Borough of Manhattan, and by means of trackage agreements with other companies upon and along 125th street and other streets to the intersection of Manhattan street and 12th avenue, and upon failure of the Company to so operate said routes, the rights hereby granted shall cease and determine.

Nothing in this contract shall be construed as permitting the construction of more than one double track street surface railway upon any of the routes hereinabove described.

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

First—The consent in writing of the owners of half in value of the property bounded on said streets and avenues to the construction and operation of said railway shall be obtained by the Company within three (3) months from the signing of this contract by the Mayor, and a copy of such consents shall be filed with the Board within such time, or in the event that such consents cannot be obtained within such time, the Company shall within said three (3) months or within one (1) month thereafter, make application to the Appellate Division of the Supreme Court for the appointment of Commissioners in the manner provided by the Railroad Law to determine if said railway ought to be constructed; otherwise this grant shall cease and determine.

Second—The said right to construct, maintain and operate said railway shall be held and enjoyed by the Company from the date upon which this contract is signed by the Mayor until August 2, 1936, with the privilege of renewal of said contract for the further period of twenty-five (25) years, upon a fair revaluation of such right and privilege.

If the Company shall determine to exercise its privilege of renewal it shall make application to the Board, or any authority which shall be authorized by law to act for the City in place of the Board. Such application shall be made at any time not earlier than two (2) years, and not later than one (1) year before the expiration of the original term of this contract. The determination of the revaluation shall be sufficient if agreed to in writing by the Company and the Board, but in no case shall the annual rate of compensation to the City be fixed at a less amount than the sum required to be paid during the last year prior to the termination of the original term of this contract.

If the Company and the Board shall not reach such agreement on or before the day one (1) year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding twenty-five (25) years shall be reasonable, and either the City (by the Board) or the Company shall be bound upon request of the other to enter into a written agreement with each other fixing the rate of such compensation at such amount as shall be reasonable, but in no case shall the annual rate so fixed be less than the sum required to be paid for the last year prior to the termination of the original term of this contract, and if the parties shall not forthwith agree upon what is reasonable, then the parties shall enter into a written agreement fixing such annual rate and at such amount as shall be determined by three disinterested freeholders selected in the following manner:

One disinterested freeholder shall be chosen by the Board; one disinterested freeholder shall be chosen by the Company; these two shall choose a third disinterested freeholder, and the three so chosen shall act as appraisers and shall make the revaluation aforesaid. Such appraisers shall be chosen at least six (6) months prior to the expiration of this original contract, and their report shall be filed with the Board within three (3) months after they are chosen. They shall act as appraisers and not as arbitrators. They may base their judgment upon their own experience and upon such information as they may obtain by inquiries and investigations, without the presence of either party. They shall have the right to examine any of the books of the Company and its officers under oath. The valuations so ascertained, fixed and determined shall be conclusive upon both parties, but no annual sum shall, in any event, be less than the sum required to be paid for the last year of the original term of this contract. If in any case the annual rate shall not be fixed prior to the termination of the original term of this contract, then the Company shall pay the annual rate theretofore prevailing until the new rate shall be determined, and shall then make up to the City the amount of any excess of the annual rate then determined over the previous annual rate. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company, each paying one-half thereof.

Third—The Company shall pay to the City for the privilege hereby granted the following sums of money:

(a) The Sum of one thousand dollars ($1,000) in cash within three (3) months after the date on which this contract is signed by the Mayor and before anything is done in exercise of the privilege hereby granted.

(b) During the first term of five (5) years, an annual sum which shall in no case be less than three thousand eight hundred and seventy-five dollars ($3,875), and which shall be equal to three (3) per cent. of its gross annual receipts, if such percentage shall exceed the sum of three thousand eight hundred and seventy-five dollars ($3,875).

During the second term of five (5) years, an annual sum which shall in no case be less than seven thousand one hundred dollars ($7,100), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of seven thousand one hundred dollars ($7,100).

During the third term of five (5) years, an annual sum which shall in no case be less than seven thousand eight hundred dollars ($7,800), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of seven thousand eight hundred dollars ($7,800).

During the fourth term of five (5) years, an annual sum which shall in no case be less than eight thousand six hundred dollars ($8,600), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of eight thousand six hundred dollars ($8,600).

During the remaining term, expiring August 2, 1936, an annual sum which shall in no case be less than nine thousand four hundred and fifty dollars ($9,450), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of nine thousand four hundred and fifty dollars ($9,450).

The gross annual receipts mentioned above shall be that portion of the gross receipts of the Company from all sources within the limits of the City as shall bear the same proportion to its whole gross receipts as the length of the extensions hereby authorized shall bear to the entire length of the railway of the Company in operation within the limits of the City.

The annual charges shall commence from the date upon which this contract is signed by the Mayor.

(c) For the use of the Willis Avenue Bridge and its approaches during the term expiring August 2, 1916, an annual sum of two thousand five hundred dollars ($2,500); during the succeeding term of five (5) years expiring August 2, 1921, an annual sum of two thousand seven hundred and fifty dollars ($2,750), and during the remaining term of fifteen (15) years expiring August 2, 1936, an annual sum of five thousand dollars ($5,000). The compensation herein reserved shall commence from the date on which this contract is signed by the Mayor.

All annual charges as above shall be paid into the treasury of the City on November 1 of each year and shall be for the amount due to September 30 next preceding. Provided that the first annual payment shall be only for that proportion of the first annual charge as the time between the date upon which this contract is signed by the Mayor and September 30 following shall bear to the whole of one year.

Whenever the percentage required to be paid shall exceed the minimum amount as above, then such sum over and above such minimum shall be paid on or before November 1 in each year for the year ending September 30 next preceding.

The annual charges herein provided are intended to include the percentages of gross receipts now required to be paid by railway companies to the City pursuant to the Railroad Law, as amended, and such charges as are required under chapter 340 of the Laws of 1892 to be paid by the Company for these extensions, if said act applies to or controls the Company in relation to the rights and privileges hereby granted.

The City does not and shall not demand or require the payment by the Company of a percentage of gross receipts under the provisions of chapter 340 of the Laws of 1892, on the gross receipts earned on the extensions constructed pursuant to this contract.

Any and all payments to be made by the terms of this contract to the City by the Company shall not be considered in any manner in the nature of a tax, but such payments shall be made in addition to any and all taxes of whatsoever kind or description, now or hereafter required to be paid by any ordinance of the City, or resolution of the Board, or any law of the State of New York.

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

Fifth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any other corporation or to any individual a similar right or privilege upon the same or other terms and conditions over the routes hereinbefore described, and the Company shall not at any time oppose, but shall, upon request of the Board, consent to the use for street surface railway purposes of the tracks and appurtenances covered by this grant, or any portion thereof, by any such other corporation or individual which may receive a franchise therefor from the City.

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

At the expiration of ninety (90) days after the giving of such notice such individual or corporation shall have the right to begin the operation of cars upon the tracks of the Company upon the route, or any portion thereof, over which such corporation or individual may receive a right or privilege, and to use therefor the tracks, equipment, power and all other property of the Company which shall be necessary in the operation of the cars of such individual or corporation upon the tracks of the Company and shall have the right to continue such operation until this contract, or the right to use such property under the terms of this contract granted said corporation or individual by the City, shall expire. Such corporation or individual shall pay to the Company for the right to use such tracks, equipment, power and other property above described, such sum or sums as may be agreed upon in writing by such corporation or individual and the Company within said ninety (90) days, or in the event that such agreement cannot be reached within said ninety (90) days, such sum or sums as shall be determined in the manner hereinafter provided for.

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

One fit and impartial person shall be chosen by the Company; one fit and impartial person shall be chosen by such corporation or individual, and the two so chosen shall choose a third fit and impartial person. The decision under oath of any two of said persons who shall be so selected shall be final and conclusive.

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

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

If either party fails to appoint an arbitrator, as herein provided, or should the first two arbitrators fail to agree on the selection of a third arbitrator within thirty (30) days after the expiration of said ninety (90) days, or if no two of said arbitrators so selected agree upon the sum or sums to be paid by such individual or corporation within sixty (60) days after they shall have been so selected, then such sum or sums shall be fixed by the Supreme Court upon the application of either party.

Sixth—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall the title thereto, or right, interest or property therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company, or by operation of law, whether under the provisions of the statutes relating to the consolidation or merger of corporations or otherwise, without the consent of the City, acting by the Board, evidenced by an instrument under seal, anything herein contained to the contrary thereof in any wise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Seventh—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, the tracks and equipments of the Company constructed pursuant to this contract within the streets and avenues and upon the bridge shall become the property of the City without cost, and the same may be used or disposed of by the City for any purpose whatsoever, or the same may be leased to any company or individual.

If, however, at the termination of this contract as above, the Board shall so order by resolution, the Company shall, upon thirty (30) days' notice from the Board, remove any and all of its tracks and other equipment constructed pursuant to this contract, and the said streets, avenues and bridge shall be restored to their original condition at the sole cost and expense of the Company.

Eighth—The Company shall commence construction of the railway herein authorized within three (3) months from the date upon which the consents of the property owners are filed with the Board or from the date of the order of the Appellate Division of the Supreme Court, made pursuant to section 174 of the Railroad Law, confirming the determination of the Commissioners appointed thereunder that such railway ought to be constructed, and shall complete the construction and place the same in full operation within six (6) months from the date of filing such consents or the date of such order, otherwise this right shall cease and determine, and all sums paid, or which may be deposited with the Comptroller of the City, as hereinafter provided, shall thereupon be forfeited to the City, provided that the period for commencement and the period for completion and placing the railway in full operation may be extended by the Board, but the total extension of time for either of such periods shall not exceed in the aggregate six (6) months; and provided, further, that when the commencement or completion of said construction shall be prevented by legal proceedings in any court or by works of public improvement, or from other causes not within the control of the Company, the time for the commencement or completion of such construction may be extended for the period of such prevention, but no delay shall be allowed for unless the court proceedings shall be diligently prosecuted by the company, and provided further, that in no case shall such delay be deemed to begin until the Company shall have given written notice to the Board of any such court proceedings or other occasion of delay, and deliver to the Board copies of any injunction or other orders, and the papers upon which the same shall have been granted, and unless upon the request of the Board the Company shall, in writing, consent that the Board either in its own name as a party, or in the name of the City as a party, may intervene in any such proceedings.

Ninth—Said railway shall be constructed and operated in the latest approved manner of street railway construction and operation, and it is hereby agreed that the Board may require the Company to improve or add to the railway equipment, including rolling stock and railway appurtenances, from time to time, as such additions and improvements are necessary, in the opinion of the Board. Upon failure on the part of the Company to comply with the direction of the Board within a reasonable time, the rights hereby granted shall cease and determine.

Tenth—Said railway shall be constructed, maintained and operated subject to the supervision and control of all the authorities of the City who have jurisdiction in such matters, as provided by the Charter of the City.

No construction upon said railway shall be commenced until written permits have been obtained from the proper City officials.

In any permits so issued such officials may also impose such conditions, as a condition of the granting of the same, as are necessary for the purpose of protecting any structures, in the streets and avenues and upon the bridge over which such officials have jurisdiction and the Company shall comply with such conditions.

The electrical equipment to be installed by the Company for the operation of the railway within the limits of the City, whether the same be upon streets and avenues or upon the bridge and its approaches, or upon private property, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Eleventh—The portion of said railway in the Borough of Manhattan shall be operated by underground electric power substantially similar to the system of underground electric power now used by the street surface railways in the Borough of Manhattan; provided that any other power may be used, except locomotive steam power, horse power or overhead electric power, which may be lawfully used, approved by the Board and consented to by the abutting property owners in accordance with the provisions of law and by the Public Service Commission for the First District of the State of New York.

Provided, however, that the Board, upon giving the Company one (1) year's notice, may require the Company to operate its railway upon the whole or upon any portion of the routes herein authorized by underground electric power substantially similar to the system now in use on the street surface railways in the Borough of Manhattan, or by any other practical motive power then in use which does not require the use of poles and overhead wires in the streets and avenues, and upon the bridge and its approaches, and thereupon to discontinue the use of the overhead trolley system, and to remove its poles, wires and other structures used by it for that purpose from the streets, avenues and bridge of the City.

Twelfth—Upon six (6) months' notice by the Board to the Company, all wires for the transmission of power, except trolley wires, for the operation of the railway, upon all or any portion of the routes hereby authorized, shall be placed in conduits beneath or alongside of the railway. The Company shall provide in such conduits two (2) ducts not less than three (3) inches in diameter for the exclusive use of the City. Such conduits shall be used only by the Company for the operation of its railway and by the City, as above.

Thirteenth—The rate of fare for any passenger upon said railway shall not exceed five (5) cents, and the Company shall not charge any passenger more than five (5) cents for one continuous ride, from any point on its road or on any road, line or branch operated by it or under its control to any other point thereof, or any connecting branch thereof within the limits of the City.

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

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

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

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

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

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

Nineteenth—The Company, so long as it shall continue to use any of the tracks upon the street and avenues or bridge in or upon which said railways shall be constructed, shall cause to be watered at least three (3) times every twenty-four (24) hours when the temperature is above thirty-five (35) degrees Fahrenheit, the entire width of the streets, avenues and bridge, except when the width of such streets, avenues and bridge shall exceed sixty (60) feet between the curb lines, in which case the Company shall cause to be watered only sixty (60) feet in width of such roadway, and the Company shall provide for such purpose at least one tank car, the capacity of which shall be sufficient to water such streets, avenues and bridge in a satisfactory manner.

Twentieth—The Company shall at all times keep the streets, avenues and bridge, upon which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails, on either side thereof, free and clear from ice and snow; provided, however, that the Company shall, at the option of the Commissioner of Street Cleaning, enter into an agreement for each winter season, or part thereof, to clean an equivalent amount of street surface from house line to house line.

And provided, further, that the Company shall, at the option of the Commissioner of Bridges, enter into an agreement for each winter season, or part thereof, to clean an equivalent amount of roadway upon the bridge and its approaches.

Twenty-first—As long as said railway, or any portion thereof, remains in any street or avenue, or upon the bridge, the Company shall pave and keep in permanent repair that portion of the surface of the street, avenue or bridge in or upon which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof, under the supervision of the local authorities whenever required by them to do so, and in such manner as they may prescribe.

In case of the neglect of the Company to pave or repair the pavement on the streets after the expiration of twenty (20) days' notice to do so from the President of the borough having jurisdiction, or in case of the neglect of the Company to pave or repair the pavement on the bridge after the expiration of thirty (30) days' notice so to do from the Commissioner of Bridges, said President or said Commissioner, as the case may be, may pave or repair the same at the expense of the Company. And the City shall have the right to change the material or character of the pavement of any street or avenue, and in that event the Company shall be bound to replace such pavement in the manner directed by the proper City official, at its own expense, and the provisions as to repairs herein contained shall apply to such renewed or altered pavement.

Twenty-second—Any alteration to the sewerage or drainage systems, or to any other subsurface or to any surface structures in the streets, required on account of the construction or operation of the railway, shall be made at the sole cost of the Company, and in such manner as the proper City officials may prescribe.

Twenty-third—It is agreed that the right hereby granted to operate a street surface railway shall not be in preference or in hindrance to public work of the City, and should the said railway in any way interfere with the construction of public works in the streets and avenues or upon the bridge, whether the same is done by the City directly or by a contractor for the City, the Company shall at its own expense, protect or move the tracks and appurtenances in the manner directed by the City officials having jurisdiction over such public work.

Twenty-fourth—Should the grades or lines of the streets and avenues in which the railway is hereby authorized be changed at any time after the railway has been constructed and during the term of this contract the Company shall, at its own expense, change its tracks and appurtenances to conform with such new grades and lines, and during the construction of any public improvement upon said streets and avenues, the Company shall take care of and protect the tracks and appurtenances at its own expense, all to be done subject to the direction of the City official having jurisdiction over the construction of such change.

Twenty-fifth—The Company shall keep and maintain the tracks and the electrical equipment upon the bridge and its approaches necessary for the operation of cars thereon in good order and repair and in such manner as shall be approved and directed by the Commissioner of Bridges, and shall furnish all motive power required by the Commissioner of Bridges for the operation of its cars. If deemed necessary by the Commissioner of Bridges, the Company shall install and operate a system of signals to insure the safe and efficient operation of cars, such system to be approved by the Commissioner of Bridges. The Company shall submit to the Commissioner of Bridges plans and specifications for the proposed construction upon the bridge, which plans and specifications shall be approved by said Commissioner of Bridges before any part of said construction shall be commenced, and the Commissioner of Bridges may require the Company to make such alterations in the bridge structure as are necessary in order to permit of the safe operation of cars thereon without in any way impairing the usefulness of the bridge. In the event of any necessity