GATESES TO HUNT THE BOAR.

REPORT THAT THEY MAY LEAVE THE GATES FIRM.

Or at Any Rate That the Younger Gates Will Withdraw as an Active Partner —There Would Still Be Ten Members in the Firm if Both Should Quit.

It was reported in the financial district yesterday that John W. Gates and Charles G. Gates are to retire from the firm of Charles G. Gates & Co. Charles G. Gates, who is a son of John W., is the nominal head of the firm, and it was said that he wishes to get out of the active business because he plans to spend much time abroad. The report was not verified, but it was credited by friends of the Messrs. Gates. A meeting of the members of the firm, which may have had something to do with impending changes, was held yesterday afternoon.

The firm as now constituted was organized in February, 1906, but Charles G. Gates has been a member of the Stock Exchange and in business as a broker since 1901. The offices of the firm take up practically an entire floor in the Trinity Building and the firm has more members than any other on the Stock Exchange list. It has done a large business, a good deal of which originated in the West.

Three of the twelve members, Charles G. Gates, Ramsay C. Bogy and Melville D. Martin have Stock Exchange seats. The other full partners are Arthur G. Singer, Charles G. Smith, Orson C. Wells, Frank H. Hubbard, J. B. Morrow and Walter H. Dupee. John W. Gates, John Lambert and Frank E. Drake are special partners.

It was considered possible that Charles G. Gates might remain in the firm as special partner and that the firm name might remain unchanged. At any rate, it was said by a friend of one of the members, the business will be continued.

The Messrs. Gates have leased their hunting preserve in France for nine years and may spend much time abroad if the preserve comes up to their expectations. It has been reported that the preserve abounds in wild boars and wolves, descendants of those the kings of France used to hunt. If this turns out to be correct the Messrs. Gates are likely to be abroad during the open season for these animals, in any event.

ST. VINCENT SOCIETY'S LOSS.

May Not Get $35,000 From Sheehan Estate as Expected—Its Plans Hampered.

The Society of St. Vincent de Paul has learned that it will not get $35,000 from the estate of Daniel Sheehan of 249 Second avenue, who died on March 20 last in St. Vincent's Hospital. The condition of Mr. Sheehan's estate is such, the society found, that it is doubtful if the full amount of other bequests made by Mr. Sheehan can be paid.

Mr. Sheehan left $500 each to Jane Gilliece, known as Sister Benign of St. Vincent's Hospital; to the Superior of the Little Sisters of the Poor of New York, to the Superior of the House of Good Shepherd, to the Superior of the House of the Holy Family, to the president of the Mission of the Immaculate Virgin, to the Superior of St. Joseph's Hospital, to the Superior of the Foundling Hospital, to the Mother Superior of the Dominical Convent of Our Lady of the Rosary, and to the Superior of the Catholic Hospital for Consumptives at Spuyten Duyvil. He left to the Rev. Thomas J. Doyle of St. Joseph's Church $500 for masses. He gave $10,000 each to two nieces. The residue, which was thought at first to be $35,000, was to go to the Society of St. Vincent de Paul.

The society got its lawyer to investigate the condition of the estate and he reported that it was doubtful if there would be any residue and that the bequests might not be paid in full. The society expected to use the money for its fresh air work, its home for convalescent women and its hospital for consumptives. If plans made on the strength of the Sheehan bequest are carried out the society will have to depend on increased voluntary contributions.

PRESBYTERY HEARS DR. BRIGGS

And Finds Only Orthodoxy in the Remarks of One It Once Adjudged a Heretic.

The Rev. Dr. Charles Augustus Briggs of Union Theological Seminary, who several years ago was adjudged a heretic by the Presbytery of New York and afterward was received into the Protestant Episcopal Church by Bishop Potter, made an address yesterday morning before the Presbyterian Ministers' Association, his topic being "The Virgin Birth—A Reaffirmation." Dr. Briggs was greeted by one of the largest attendances which the Presbyterian Ministers' Association has had this season, and after the meeting the ministers were practically unanimous in saying that his address was orthodox in the extreme.

He was quoted by several who were present as having said that the assaults which are being made upon the doctrine of the incarnation and other fundamentals of Christian belief were but the refurbishing of the heresies which were prevalent in the early ages of the Christian Church. Dr. Briggs deplored the effects which, he said, some of these old theories which were now masquerading as new were having upon some of the younger ministers of the present time.

JOS. LEITER RESUMES DENYING

That He Was Cornered With Judson in International Power Pool.

Joseph Leiter was a witness yesterday at the continuation of the trial before Justice Giegerich and a jury of the suit brought by Franklin, Scott & Co., stock brokers, against Joseph H. Hoadley, Cyrus Field Judson and Leiter to recover $80,000 which the brokers lost as a result of Judson's manipulation of a pool in International Power stock, in which it is alleged Hoadley and Leiter were interested. Judson is the chief witness for the brokers, as the other two defendants deny that they were interested in his stock transactions.

This is the second trial of the suit, which resulted previously in a verdict for the brokers for the full amount. The Appellate Division reversed that and ordered a new trial.

Leiter testified that he had been interested with Hoadley in International Power stock, but had not been a participator in any pool with Judson. He practically repeated his testimony of the last trial, maintaining that he himself had been a heavy loser as a result of his dealings with Hoadley. The trial continues to-day.

BURNHAM SEEKS NEW VENUE.

Trial of Former President of the Mutual Reserve Stayed.

Supreme Court Justice Gildersleeve signed an order yesterday granting a stay until May 9 of the trial for grand larceny of Frederick A. Burnham, former president of the Mutual Reserve Life Assurance Association. Sewell F. Tyng, counsel for Burnham, made the application, setting forth that he believed that a widespread feeling existed among the persons likely to be called as jurors against all insurance officials and epecially those of the Mutual Reserve. Hence, said Mr. Tyng, it was the intention of the defendant to apply for a change of venue, and as the trial is set for the coming week a stay would be necessary pending the drafting of papers for the proposed change of venue.

Burnham's brother George is already in Sing Sing, where he was sent for two years after his conviction on the same charges that confront his brother.

PUBLIC NOTICES.

PUBLIC NOTICE.
CITY OF NEW YORK.
BOARD OF ESTIMATE AND APPORTIONMENT.

At a meeting of the Board of Estimate and Apportionment, held April 5, 1907, in the Old Council Chamber, City Hall, Borough of Manhattan, the following proceedings were had:

Whereas, The New York Central and Hudson River Railroad Company has, under date of May 25, 1906, made application to this Board for a grant of the right, privilege and franchise to construct, maintain and operate ducts or subways through, under and along East One Hundred and Ninety-fourth street, Kingsbridge road and other streets in the Borough of The Bronx; and

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

Whereas, In pursuance to such laws this Board adopted a resolution September 14, 1906, fixing the date for public hearing thereon as September 28, 1906, at which citizens were entitled to appear and be heard, and publication was had for at least two days in "The Sun" and "The New York Times," newspapers designated by the Mayor, and in the CITY RECORD for ten 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 New York Central and Hudson River Railroad Company, and the adequacy of the compensation proposed to be paid therefor; now, therefore, it is

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

Resolved, That the Board of Estimate and Apportionment hereby grants to the New York Central and Hudson River Railroad Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions, including the provisions as to rates 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:

NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY.

PROPOSED FORM OF CONTRACT.

This Contract, made this day of 190, by and between THE CITY OF NEW YORK, 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, and the NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY, for itself, and as lessee of the NEW YORK AND HARLEM RAILROAD COMPANY, a domestic corporation of the State of New York, 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 of New York hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the franchise, right and privilege to construct, maintain and operate a subway not to exceed two feet and eleven inches in width, with the necessary splicing chambers, for the sole purpose of transmitting power for the operation of its trains by electricity, as required by chapter 425 of the Laws of 1906, said subway to be beneath the surface of the following named streets, avenues and highways between the points described as follows, all situate in the Borough of The Bronx, City of New York, to wit:

Beginning at a point in Webster avenue where East One Hundred and Ninety-fourth street, if prolonged southeasterly, would intersect the right of way of the New York and Harlem Railroad Company; thence northwesterly across Webster avenue to East One Hundred and Ninety-fourth street and thence northwesterly through East One Hundred and Ninety-fourth street to a point between Valentine avenue and the Grand Boulevard and Concourse, at the intersection of East One Hundred and Ninety-fourth street and Kingsbridge road; thence in a general northwesterly direction through Kingsbridge road to a point where said Kingsbridge road intersects the right of way of the New York Central and Hudson River Railroad Company.

Also beginning at a point on the westerly side of the right of way of the New York Central and Hudson River Railroad Company on the easterly side of Exterior street, about 300 feet south from West One Hundred and Ninety-fourth street; thence westerly across said Exterior street to and along private property of the New York Central and Hudson River Railroad Company;

the said right of way and the location of the said splicing chambers being shown on a map entitled:

"N. Y. C. & H. R. R. R. Leased and Operated Lines. Electrification of Lines. Location Bell Cable Ducts. Kingsbridge Road and 194th Street, New York City,"

dated October 30, 1905, signed by W. J. Wilgus, Vice President, copy of which is annexed hereto and made a part of this grant.

Sec. 2. The grant of this franchise, right and privilege is subject to the following conditions:

First—The said franchise, right and privilege to lay one subway in each of the streets, avenues or highways, and between the limits as hereinbefore described, and the franchise, right and privilege to maintain and operate the same shall be held and enjoyed by the said Company, its lessees or successors, for a term of twenty-five years from the date of the signing of this contract, with the privilege of renewal of said grant for a further period of twenty-five years, upon a fair revaluation of said franchise, right and privilege.

If the Company shall determine to exercise its privilege of renewal, it shall make application to the Board of Estimate and Apportionment of The City of New York, or to any authority which shall be authorized by law to act for the City in place of the said Board. Such application shall be made at any time not earlier than two years and not later than one year before the expiration of the original term of this grant. The determination of the revaluation shall be sufficient, if agreed to in writing by the Company and by the Board of Estimate and Apportionment, or by such other authority in its place, the Company and the Board, or such other authority in its place for the City, shall not reach such agreement on or before the day one year before the expiration of the original term of this grant, then the annual rate of compensation for such succeeding twenty-five years shall be reasonable, and either the City (by the Board or by such other authority in its place) or the Company shall be bound upon request of the other to enter into a written agreement with such other, fixing the rate of such compensation at such amount as shall be reasonable; 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 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 of Estimate and Apportionment, or its successors in authority; 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 revaluations aforesaid. Such appraisers shall be chosen at least six months prior to the expiration of the contract, and their report shall be filed with the Board of Estimate and Apportionment, or its successors in authority, within three 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 the books of the Company and its officers under oath. The valuations so ascertained, fixed and determined shall be conclusive upon both parties, but shall not in any event be less than the minimum amount fixed as the sum to be paid annually for the last year of this original grant. If in any case the annual rate shall not be fixed prior to the termination of the original term of this grant, then the Company shall pay the annual rate therefore 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.

Second—Upon the termination of this 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 other cause, all subways and appurtenances thereto, constructed pursuant to this contract, shall be and become the property of The City of New York without compensation therefor, and the same may be used by the City for any purpose whatsoever. If, however, at the termination of this grant, as above, the City, by the Board of Estimate and Apportionment, or its successors in authority, shall so order by resolution, the said Company shall remove, at its own expense, said subway and all appurtenances thereto, and shall restore the streets and pavements to their original condition.

Third. The Company, its successors or assigns, shall pay to The City of New York for this privilege an annual sum of four thousand five hundred dollars ($4,500). Such sum shall be paid into the treasury of The City of New York on November 1 of each year, and shall be for the annual amount due to September 30 next preceding, provided, however, that the first payment shall be only for that proportion of four thousand five hundred dollars ($4,500) as the time of sloping of this contract by the Mayor before September 30 next preceding shall bear to the whole of one year.

Any and all payments made by the terms of this franchise to The City of New York by the Company shall not be considered in any manner in the nature of a tax, but such payments shall be 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 of New York or by any law of the State of New York.

Fourth. The annual charges or payments shall continue throughout the whole term of the privilege hereby granted, whether original or renewal, as hereinbefore provided, notwithstanding any clause in any statute or in the charter of any other company, providing for payments of subway 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 rights 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 grant, and that the assignee or lessee assignee and will be bound by all of said conditions, and especially said condition as to payments, and that the assignee or lessee of the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions of its charter which operate to the prejudice of the City, or which tend to impair or prevent the exercise of the power of amendment or repeal reserved to the City by 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 grant. Nothing herein contained shall prevent any assignee or people now or hereafter shall be an purchaser upon foreclosure or under or by virtue of any provision of a mortgage or lien.

Fifth. The rights and privileges granted hereby shall not be assigned either in whole or in part, or leased or subject to any mortgage, or shall title thereto or right, interest or property therein pass to or vest in any other person or corporation whatsoever, either by the act of the Company, its successors or assigns, 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 of New York, expressed by the Board of Estimate and Apportionment, or its successors in authority, 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. This provision, however, shall not apply to the making of a mortgage, but shall apply to a sale under foreclosure.

Sixth—The grant of this privilege is subject to whatever right, title or interest the owners of abutting property or others may have in and to the streets, avenues and highways on the route hereinbefore described.

Seventh—The company shall commence construction of the subway herein authorized within two months after the signing of this contract, and shall complete the construction of the same within five months from the same date, otherwise this grant 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, however, that the Board of Estimate and Apportionment may in its discretion extend such time for a period not exceeding one year, but such extension shall not be made unless the reasons given by the grantee for non fulfillment are in the opinion of the Board for causes over which the grantee had no control and was in no wise responsible.

Eighth—The operation of electrical conduits, conductors and devices is subject to such rules and regulations as the Commissioner of Water Supply, Gas and Electricity shall from time to time have adopted or may hereafter adopt, for the installation and operation of apparatus of this character in and through the streets of this City, and no work shall be done under its franchise until and unless the Commissioner of Water Supply, Gas and Electricity shall have issued a permit for its construction.

Ninth—All construction which shall be made under this grant shall be done in a manner solely upon the terms and conditions hereafter to be imposed by the President of the Borough of The Bronx and the Commissioner of Water Supply, Gas and Electricity, or their respective successors in authority. The said Company shall submit a working plan of construction to the said President and to the said Commissioner, which shall include and show in detail the method of construction of said subway, connections, splicing chambers or manholes and other appurtenances, and the mode of protection of all subsurface construction under the streets, avenues and highways described in the routes.

Tenth—The Company shall give notice to the President of the Borough of The Bronx and to the Commissioner of Water Supply, Gas and Electricity, in writing, of its intention to begin construction of the work hereby authorized, at least forty-eight hours before such construction commences. The Company shall also give notice to the Board of Estimate and Apportionment, in writing, of the date on which work is commenced and also the date on which the same is completed.

Eleventh—Any pavement disturbed during the construction or repair of said subway at any time during the term of the grant shall be restored to its original condition by the Company. The Company shall pave and keep in permanent repair that portion of the surface of the street in which said subway is constructed immediately adjacent to and for a distance of five feet in all directions around the cover or covers of each and every splicing chamber, under the supervision of the local authorities whenever the same become in a state of disrepair or whenever required by them to do so, and in such manner as they may prescribe. And it shall not be necessary in the event that the portion of the surface of the street, avenue or highway which the said Company obligates itself to keep in repair shall not be repaired by the Company as hereinbefore provided, for the City to give any notice to the Company of such state of disrepair, but the City may make such repairs and charge the same to the Company which the said Company agrees to pay.

Twelfth—The Company shall, in the course of construction of the subway, maintain and care for all underground and overground structures in its route, or directly interfered with by its construction, and any necessary interference shall be subject to reasonable regulation by the department of public government of the City under control or charge thereof.

Thirteenth—Any alteration which may be required in the sewerage or drainage system of the City or to any subsurface structures laid in the streets, avenues and highways along the route of the subway, on account of the construction or operation of the same shall be made at the sole cost of the Company, and in such manner as the proper City officials may prescribe.

Fourteenth—Any alteration in the subway and its appurtenances which shall be made necessary shall, after due notice of the said alteration shall been served upon the Company by the Board of Estimate and Apportionment, be made at the sole cost of the Company, and in such manner as the City officials having authority and jurisdiction may prescribe.

Fifteenth—Should the City require for any public improvement the space occupied by the subway in the streets, avenues or highways for which permission is herein granted, the Company shall, at its own expense, alter the position of and rebuild said subway as directed by the proper City officials.

Sixteenth—All plans for the drainage of the subway and splicing chambers shall be submitted to and approved by the President of the Borough of The Bronx.

Seventeenth—The said Company shall bear the expense of inspection, which may be required by the President of the Borough of The Bronx and the Commissioner of Water Supply, Gas and Electricity, of all the work of construction required, or removal of the said subway, which shall be done under this grant.

Eighteenth—Correct maps shall be furnished to the Board of Estimate and Apportionment, the Comptroller, President of the Borough of The Bronx and the Commissioner of Water Supply, Gas and Electricity, by the Company, showing the exact location of the subway, the splicing chambers or other appurtenances constructed with respect to the city lines of the streets, and the street surface, and the same shall be furnished to the said several departments or officials within sixty days after the completion of the work authorized by this grant.

Nineteenth—The grant of this privilege shall not affect in any way the right of The City of New York to grant a similar privilege upon the same or other terms and conditions to any other person or corporation.

Twentieth—The Company shall assume all liability by reason of the construction and operation of the subway, and the City shall assume no liability whatsoever to either persons or property by reason of its construction.

As a condition of this grant the Company, its successor or assigns, hereby agrees to repay to the City any damages which the City shall be compelled to pay by reason of any acts or defaults of the Company, its successor or assigns. The notice of any such demand shall be given to the Company.

Twenty-first—In case of any violation or breach or failure to comply with any of the provisions herein contained, this contract may be forfeited or avoided by The City of New York by notice brought by the Corporation Counsel on notice of ten days to the said Company.

Twenty second—The subway hereby authorized shall be used only by the Company, and for no purpose other than transmission of electrical current in the operation, management and maintenance of its railroads owned or leased.

Twenty-third—If the said Company, its successors or assigns, shall fail to maintain its structures in good condition throughout the full term of its occupancy of such streets, the Board of Estimate and Apportionment of The City of New York may give written notice to the said Company specifying any default on the part of said Company, and requiring said Company to remedy the same within a reasonable time, and upon the failure of the Company to remedy said default within a reasonable time, said Company shall for each day thereafter during which the default or defect remains, pay to The City of New York a sum of fifty dollars ($50 as fixed or liquidated damages, or the said City, in case such structures which may affect the surface of the street, shall not within ground within a reasonable time after notice by the Board as aforesaid, shall have the right to make all needed repairs at the expense of the Company, in which case the said Company shall pay to the City the amount of the cost of such repairs with legal interest thereon, all of which sums may be deducted from the fund herein before provided.

Twenty fourth—This grant is upon the express condition that the Company, within thirty days after the execution of this contract and before anything is done in exercise of the rights conferred thereby, shall deposit with the Comptroller of The City of New York the sum of ten thousand dollars ($10,000) either in money or in securities to be approved by him, which fund shall be security for the performance by the Company of the terms and conditions of this grant, especially those which relate to the payment of the annual charges for the privilege and the penalties herein provided, and in case of default in the performance by said Company of such terms and conditions. The City of New York shall have the right, after due notice, to collect the same from the said fund without legal proceedings, or after default in the payment of the annual charges shall collect the same, with interest, from said fund after ten days' notice in writing to the said Company. In case of any drafts so made upon this security fund, the said Company shall, upon thirty days' notice in writing, pay to the Comptroller of The City of New York, a sum of money sufficient to restore the said fund to the original amount of ten thousand dollars ($10,000), and in default thereof the grant hereby made may be canceled and annulled at the option of the Comptroller of The City of New York, acting on behalf of said City. No action or proceeding or rights under the provisions of this section shall affect other legal rights, remedies or causes of action belonging to The City of New York.

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

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

THE CITY OF NEW YORK,
By——— Mayor.
(Corporate Seal.)
Attest:——— City Clerk.
THE NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY,
By———, President.
Attest:———, Secretary.
(Seal.)

Resolved, That the results of the inquiry made by this Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor, and of the terms and conditions, including the provisions as to rates and charges, are as herein before specified and fully set forth in and by the foregoing form of proposed contract for the grant of such franchise or right:

Resolved, That these preambles and resolutions, including the said resolution for the grant of a franchise or right applied for by the New York Central and Hudson River Railroad Company and the said form of proposed contract for the grant of such franchise or right contained in said results of such inquiry, after the same shall be entered in the minutes of this Board, shall be published for at least twenty (20) days immediately prior to May 10, 1907, in the CITY RECORD and in at least two daily the ten days immediately prior to May 10, 1907, in "The Sun" and "The New York Times," two daily newspapers designated by the Mayor therefor and published in The City of New York, at the expense of the New York Central and Hudson River Railroad Company, together with the following notice, to wit:

Notice is hereby given that the Board of Estimate and Apportionment, before authorizing any contract for the grant of the franchise or right applied for by the New York Central and Hudson River Railroad Company and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolutions authorizing any such contract, will at a meeting of said Board, to be held in the Old Council Chamber, City Hall, Borough of Manhattan, City of New York, on May 10, 1907, at 10:30 o'clock A. M., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

JOSEPH HAAG, Secretary.

New York, April 5, 1907.

OFFICIAL LEGAL NOTICES.

ATTENTION IS CALLED TO THE ADVERTISEMENT IN THE CITY RECORD of April 25 to May 9, 1907, of the confirmation by the Board of Assessors and the entering in the Bureau for the Collection of Assessments and Arrears of assessment for LOCAL IMPROVEMENTS in the BOROUGH OF RICHMOND:

FIRST AND THIRD WARDS.

Flagging and curbing and laying CEMENT SIDEWALKS on LIVERMORE AVENUE, west side, between Waters Avenue and Watchogue Road; on LIVERMORE AVENUE, east side, between Leonard and Lathrop Avenues, west side, between Garrison and Lathrop Avenues; on BIDWELL AVENUE, east side, between Waters Avenue and Columbus Place, east side, between Lathrop and Leonard Avenues; on ST. JOHN'S AVENUE, west side, between Waters Avenue and Watchogue Road, east side, between Leonard and Waters Avenues and between Lathrop and Leonard Avenues; on WASHINGTON PLACE, south side, between Jewett and Wardwell Avenues; on DEEMS AVENUE, southeast corner of Leonard Avenue; on LEONARD AVENUE, south side, between Willard and St. John's Avenue, and, north side, between St. John's and Neal Dow Avenues, and between C. B. Fisk and Deems Avenue, on NEAL DOW AVENUE, west side, between Leonard and Waters Avenue, and, east side, between Lathrop and Leonard Avenues; on DICKIE AVENUE, east side, between Leonard and Waters Avenues, and, west side, between Leonard and Lathrop Avenues; on LATHROP AVENUE, south side, between Bidwell and Demorest Avenues, and southwest corner of St. John's Avenue and northwest corner of Dickie Avenue; on MAIN AVENUE, south side, between C. B. Fisk and Wardwell Avenues, and between Willard and C. B. Fisk Avenues, and southeast corner of C. B. Fisk Avenue and northwest corner of Wardwell Avenue and northwest corner of New York Place; on DEMOREST AVENUE, west side, between Lathrop and Leonard Avenues; on GARRISON AVENUE at southeast corner of Livermore Avenue; on C. B. FISK AVENUE, west side, between Main Avenue and Woodridge Place; on CAREY AVENUE, north side, between West and Caroline Streets, and, south side, between Caroline and Elizabeth Streets and between Roe and Taylor Streets and between Taylor and Columbia Streets; on ELIZABETH STREET, east side, between Prospect and Carey Avenues; on HATFIELD AVENUE, north and south sides, between Elm and Nicholas Avenues; on JOHN STREET, east side, between Innis and Railroad Tracks; on FRANKLIN AVENUE, east side, at Richmond Terrace; on RICHMOND TERRACE, south side, at Franklin Avenue, and on Post Avenue between Dubois and Jewett Avenues.

HERMAN A. METZ, Comptroller.

City of New York, April 23, 1907.

ATTENTION IS CALLED TO THE ADVERTISEMENT IN THE CITY RECORD of April 25 to May 9, 1907, of the confirmation by the Board of Assessors and the entering in the Bureau for the Collection of Assessments and Arrears of assessments for LOCAL IMPROVEMENTS in the BOROUGH OF THE BRONX:

23D WARD, SECTION 9, SHERIDAN AVENUE—REGULATING, GRADING, CURBING, FLAGGING, LAYING CROSSWALKS, BUILDING APPROACHES AND PLACING FENCES, from East 161st Street to East 165th Street. 23D AND 24TH WARDS, SECTIONS 10 AND 11, WESTCHESTER AVENUE—REGULATING, GRADING, SETTING CURBSTONES, FLAGGING THE SIDEWALKS, LAYING CROSSWALKS AND PLACING FENCES from the Southern Boulevard to the Bronx River. 24TH WARD, SECTION 11, CROTONA PARK EAST—REGULATING, GRADING, CURBING, FLAGGING, LAYING CROSSWALKS, BUILDING APPROACHES AND PLACING FENCES, from Crotona Park South to the Southern Boulevard.

HERMAN A. METZ, Comptroller.

City of New York, April 23, 1907.

ATTENTION IS CALLED TO THE ADVERTISEMENT IN THE CITY RECORD of April 25 to May 9, 1907, of the confirmation by the Supreme Court and the entering in the Bureau for the Collection of Assessments and Arrears of assessment for OPENING AND ACQUIRING TITLE to the following named Street in the BOROUGH OF THE BRONX:

24TH WARD, SECTION 11, EAST 178TH STREET—OPENING, from Creston Avenue to Ryer Avenue. Confirmed November 19, 1902, and August 3, 1904; entered April 23, 1907.

HERMAN A. METZ, Comptroller.

City of New York, April 23, 1907.

REFEREES' NOTICES.

SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF KINGS.

ELIZABETH PIEPER, Plaintiff, against Carl Louis Volckhausen, an infant; Anthony C. Lemaire, Mary E. Lemaire, Joseph C. Lemaire, Catharine Lemaire, Addie Lemaire, Henry Lemaire, Fred B. Lemaire, Frank H. Lemaire, Fannie Graf, Lizzie Plasker, Fremont Fisher, Eugene Fisher, Frank Fisher, Ida Fisher, Lydia Fisher, Emma Fisher, Anna Fisher, Lizzie Fisher, Estella Fisher, an infant; Charles J. Fisher, Annie Fisher, Francis A. Clarry, Edward Schroeder and Henry Fulling, as Executors of the last Will and Testament of Peter Frensen, deceased; Beadleston and Woerz, a corporation; Emilie Huber and Joseph Huber, as sole surviving executors under the last Will and Testament of Otto Huber, deceased; Arthur E. Noll, Fred M. Dummeyer, Samuel Feldman, Samuel Ginsburg, Brooklyn Trust Company, a corporation, Hannah O'Brien, P. Ballantine and Son, a corporation; Isidore Greenbaum, Samuel Berquist, George A. Volckhausen, general guardian of the infant defendant; Carl Louis Volckhausen, and Fremont Fisher, general guardian of the infant defendant; Estella Fisher and Alfred N. Beadleston, Ernest G. Woerz, De Forest Fox and Alfred N. Beadleston and William L. Skidmore, as Executors of the last Will and Testament of William H. Beadleston, deceased, impleaded, and Charles F. Meyer and Theresa Meyer, impleaded, Defendants:

To all persons having, on the 25th day of March, 1907, a lien upon any individual share or interest in the property described in the complaint herein filed, of any of the parties to the above entitled action: YOU AND EACH OF YOU ARE REQUIRED TO APPEAR before HARRY HOWARD DALE, ESQ., the Referee herein appointed by an order of this Court, entered in the office of the County Clerk of Kings County on the 25th day of March, 1907, at his office in the thirty first day of May, 1907, at the office of Harry Howard Dale, Esq., No. 899 Broadway, in the Borough of Brooklyn, City of New York, County of Kings and State of New York, to prove your lien and the true amount due or to become due to you by reason thereof, and upon your failure so to appear and prove said lien, the property so described shall be sold free from your lien, according to law.

Dated New York, March 29th, 1907.

HARRY HOWARD DALE, Referee.

EXCURSIONS.

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