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NEW JERSEY.
Atlantic City.

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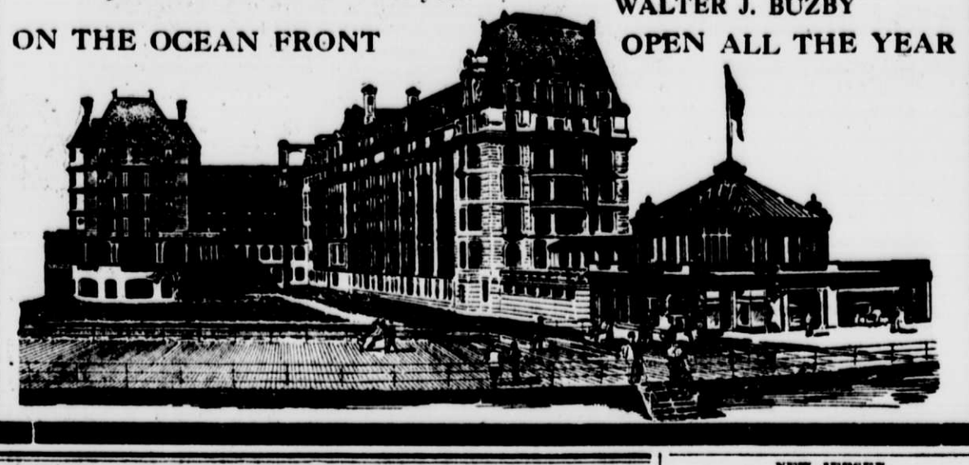

INTERNATIONAL MERCANTILE MARINE LINES
ALL OUR STEAMERS HAVE WIRELESS TELEGRAPH AND SUBMARINE SIGNALS

NEARBY SAILINGS: ENGLAND, IRELAND, THE CONTINENT

New York, Apr. 8, 9:30 A. M. Baltic, Apr. 8, 11:00 A. M.
Minnetonka, Apr. 8, 1:30 P. M. Majestic, Apr. 12, 3:00 P. M.
Finland, Apr. 8, 10:00 A. M. Philadelphia, Apr. 15, 9:30 A. M.

✦The World's Largest and Finest Steamer, New S. S. OLYMPIC (45,000 TONS), Sails June 28

American — Pier 62, N. R., 9:30 A. M.
Plymouth—Cherbourg—Southampton
New York.....April 8; May 6; June 3; July 1
Philadelphia.April 15; May 13; June 10; July 8
St. Louis.....April 22; May 20; June 17; July 15
St. Paul.....April 29; May 27; June 24; July 22

White Star — Piers 60 & 61, N. R.
Plymouth Cherbourg Southampton
✦OLYMPIC (new).....June 28; July 26
†New York....April 8; May 6; June 3; July 1
Majestic.....April 12; May 10; June 7; July 5
Adriatic.....April 19; May 17; June 14; July 12
Oceanic.....April 26; May 24; June 21; July 19
†American Line Steamer, from Pier 62, N. R.

Atlantic Transport
New York—London Direct — Pier 58, N. R.
Minnetonka..April 8; May 20; June 17; July 15
Minnehaha....April 29; May 27; June 24; July 22
Minnewaska..May 6; June 3; July 1; July 29
Minneapolis..May 13; June 10; July 8; Aug. 5
New York Queenstown—Liverpool
Baltic.....April 8; May 6; June 3; July 1
Celtic.....April 15; May 13; June 10; July 8
Laurentic.....April 22
Arabic.....May 20; June 17
Cedric.....April 29; May 27; June 24; July 22
Teutonic.....May 3

Red Star — Pier 59, N. R. 10 A. M.
London, Paris via Dover—Antwerp
New York and Boston
To the MEDITERRANEAN
The Azores, Gibraltar, Algiers, Naples, Genoa.
Finland.....April 8; May 6; June 3; July 1
Kroonland....April 15; May 13; June 10; July 8
Lapland.....April 22; May 20; June 17; July 15
Vaderland....April 29; May 27; June 24; July 22
Canopic.....Apr. 8, 5:30 P.M. Cretic.....May 10
Romanic.....Apr. 29, 10 A. M. Canopic...May 20

Passenger Offices, 9 B'way (Tel. 2100 Rector) & Pier 62, N. R. (W. 23d St.), N. Y.

EASTER VACATIONS
AFFORDING PLEASURE AND REST
DELIGHTFUL SHORT SEA TRIPS TO
OLD POINT COMFORT, NORFOLK, RICHMOND, WASHINGTON, D. C., OR BALTIMORE
Via OLD DOMINION LINE
THE ONLY DIRECT LINE TO OLD POINT COMFORT AND NORFOLK WITHOUT CHANGE
Steamers are all equipped with the United Wireless Telegraph System.
Hot or Cold Sea Water Baths can be procured on steamer without charge.
Round Trip Tickets, including meals and stateroom berth on Old Dominion Steamer.
Old Point Comfort or Norfolk. Richmond, Washington or Baltimore.
$14 STEAMERS SAIL EVERY WEEK DAY AT 3 P. M. $15
Tickets and stateroom reservations, Pier 25, N. R., ft. of North Moore St., N. Y.
SEND FOR ILLUSTRATED PAMPHLET.
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CUNARD — Piers, foot West 14th Street, N. R. Offices, 24 State Street, opposite Battery.
Largest, Fastest, Finest Ships.
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MOST EXPEDITIOUS ROUTE
LONDON PARIS BERLIN VIENNA
DIRECT via FISHGUARD
Fishguard and Liverpool
MAURETANIA Apr. 5, 9 A. M. — LUSITANIA Apr. 19, 9 A. M.
Queenstown—Fishguard—Liverpool
CARONIA Apr. 12, 10 A. M. — CAMPANIA Apr. 22, 10 A. M.
GIBRALTAR *ALGIERS GENOA
NAPLES TRIESTE FIUME
*Calls either Madeira or Algiers. For complete itineraries see extended sailing list. Sailing noon.
Pannonia Apr. 13 June 1 July 30
Carpathia Apr. 27 June 15 Aug. 3
Ultonia May 11 June 29 Aug. 17
*Saxonia May 18 July 3 Aug. 24

HAMBURG-AMERICAN
LONDON — PARIS — HAMBURG
AMERIKA.....April 8, 2 P. M.
BLUECHER.....April 12, 10 A. M.
PRETORIA.....April 15, 11 A. M.
KAISERIN AUG. VIC.....April 20, 10 A. M.
Unexcelled Ritz-Carlton à la Carte Restaurant. Gymnasium. Elec. Baths. Elevator. Palm Garden. *Hamburg direct. Will call at Plymouth and Cherbourg. †Second Cabin only.
GIBRALTAR, ALGIERS, NAPLES, GENOA
S. S. HAMBURG.....April 12 (10 A. M.)
S. S. MOLTKE.....April 25
S. S. HAMBURG.....May 20
Tourist Dept. for Trips Everywhere.
HAMBURG-AMERICAN LINE, 45 B'way, N. Y.

Holland America Line — 39 Broadway, N. Y.
To Great Britain
Regular weekly sailings to Plymouth (London) during May and June, in connection with the coronation of his Majesty King George V.
LONDON — PARIS — ROTTERDAM
Every Tuesday by magnificent twin-screw steamers
NOORDAM.....April 11
ROTTERDAM.....April 18
RYNDAM.....April 25
POTSDAM.....May 2
Via Boulogne s. m. *Via Plymouth & Boulogne.

CALIFORNIA
ARIZONA, NEW MEXICO, NEVADA.
Special rate $40.50 Good until April 30, inc.
Reservations and information, 290 B'way, or Pier 45, North River, New York. Sailings Wednesdays and Saturdays.
MALLORY STEAMSHIP CO.

AUSTRO-AMERICAN LINE
MEDITERRANEAN ADRIATIC
ITALY, GREECE, AUSTRIA direct without change. Calls at AZORES and GIBRALTAR. ALGIERS (West), SS MARTHA WASHINGTON, etc. Wednesdays 1 P. M. Thru bookings to Adriatic, East Coast Points, the Orient and Far East (India, China, Japan).
PHELPS BROS. & CO., General Agents, 17 Battery Place, N. Y.

ANCHOR LINE
GLASGOW via LONDONDERRY
Ausonia April 8, 3 PM | Columbia April 22, 2 PM
California April 15, 9 AM | Caledonia April 29, 9 AM
FIRST CABIN, $67.50 AND $72.50
SECOND CABIN, $45 AND $47.50
THIRD CLASS, $30 AND $31.25.
HENDERSON BROTHERS, 17-19 Broadway

BERMUDA—48 hours from New York. Palatial steamers. A. E. OUTERBRIDGE & CO., Agents, 39 Broadway.

SPRING AND SUMMER RESORTS.
NEW JERSEY.
Atlantic City.

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Atlantic City, N. J.
Occupying the entire block of ocean front, with no obstruction to the view; in the fashionable resident section, offers the highest standard of hotel excellence in appointments, cuisine and service. 800 luxuriously furnished bedchambers and suites have private baths (fresh and sea water) attached. Large solarium and dining hall overlooking the ocean and boardwalk. High class orchestra. Billiards, cafe, grill, etc. French chefs. Golf privileges. Autos meet trains. Booklet and terms upon request. Open all the year.
J. B. THOMPSON & CO.
Without transfer or ferry from 34th St. Station, Penn. R. R. Shortest route by Pennsylvania R. R. of N. J., from 23rd st. and Liberty st. ferries.

HOTEL RALEIGH — St. Chas. Pl. and the Beach. 200 large sunny rooms, nicely furnished, ocean view, private baths, running water, sun parlor. Elevator to all floors, electric lights. Cuisine and service guaranteed absolutely of the best. Special rates. H. J. DYNES.

HOTEL MONTICELLO
A Hotel of Refinement and Homelike Comfort
Atlantic City, N. J. 250 rooms, 50 with bath. Every comfort. Excellent table. Splendid location. Write for Booklet and Details about Special Easter Offer, $16.00, 4 days. Also Special Rate, $10.00, For Four Full Days Over Easter Holidays.

Most modern and leading moderate rate hotel.
ALBEMARLE Virginia Ave. and Beach.
New throughout. Capacity 350. Private baths, elevators, steam heat, sun parlors; exceptional table; white service. Special early season rates, $8, $10, $12.50 up weekly; $2 up daily; Sat. to Mon. $3.50. Booklet. J. P. COPE.

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So. Carolina Ave. and Beach. Private baths; elevator to street; running water in rooms; sun parlor, etc. Cap. 350. Booklet. Bryan & Williams.

Marlborough-Blenheim
ATLANTIC CITY, N. J.
Josiah White & Sons Company.

PENNSYLVANIA
Canadensis.
NEW SPRUCE CABIN INN. Where you can catch trout. Rooms en suite and with bath. Booklet. Cresco Station, D. L. & W. R. R.
W. J. & M. D. PRICE, Canadensis, Pa.

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110 to 112 East 14th St. (Tel. 1480 Stuyvesant).
FAMOUS GERMAN RESTAURANT.
A LA CARTE AND TABLE D'HOTE.
Music by THE VIENNA ARTIST ORCHESTRA.
WÜRZBURGER HOFBRÄU
Pilsener Genossenschafts-Brauerei
GRAND PRIX Brussels Exposition 1910.

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Little Hungary Vocal & Instrum'l Music. 257 E. Houston Tel., with Wine, Hungarian Music and Singers Every Evening.

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New Restaurant. B'way & 86th St.
Cuisine Highest Class. See Even. "Telegram."

Genuine Old Fashioned Beefsteak Dinner $1.25
Served Every Evening in the Ladies' Grill at
REISENWEBER'S
Columbus Circle and 8th Av.
Table d'Hote Dinner Every Evening $1.00
SPECIAL DINNER SUNDAY (FROM 12 TO 9) $1.00
A LA CARTE AT POPULAR PRICES
Novel Musical Entertainment
BRIGHTON BEACH CASINO OPEN ALL YEAR

HERALD SQUARE HOTEL 34th St., just west of Broadway. A la carte. Grill. Chinese Restaurant. Adc. Tdh. Port Arthur 7 & 9 Mott St. See Even. "Telegram." 51-3-5 W. 35 St. MORETTI Tel. 614 Murray. Best Din. w. w. 65c. Lch. w. w. 60c.
STAUCH'S CONEY ISLAND. Open all year. High Class Rest. Alc. Music.

HOTELS.

HOTEL LA SALLE Chicago's Finest Hotel.

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LONG ISLAND SOUND ROUTES
FALL RIVER LINE Via Newport and Fall River. Lv. Pier 19, N. R., foot Warren St., week days and Sundays, 5:30 P. M. Strs. COMMONWEALTH and PROVIDENCE. Orchestra on each.
NORWICH LINE Via New London. Lv. Pier 40, N. R., ft. Clarkson St., week days, 5:00 P. M. Pier 70, E. R., ft. E. 22d St., 6:30 P. M. Strs. CITY OF LOWELL and NEW HAMPSHIRE.
NEW HAVEN LINE For New Haven, Hartford, Springfield and North. Week days only. Lv. Pier 28, E. R., 2:45 P. M. Str. CHESTER W. CHAPIN.
Tickets, staterooms and information at City Ticket Office, 171 Broadway, near Cortlandt St. Telephone 5121 Cortlandt. Also at N. Y. Transfer and Tourist Offices and at Piers.

JOY LINE 240 TO BOSTON BOAT-RAIL
Providence Direct, $1.50 | Worcester, $2.40
Every week day 5:30 P. M. from Pier 19, East River.
New Management. Improved Service.
City Ticket Office, 290 Broadway, N. Y.

CATSKILL Evening Lines | Steamers from pier 43, N. R., ft. Christopher St., at 6:30 P. M. for Catskill-Hudson, Cornwallville and intermediate landings. Passenger Service Mon., Wed. & Fri.—Freight Service daily.

OLD DOMINION LINE
DAILY SERVICE.
For Old Point Comfort, Norfolk, Portsmouth, Pinner's Point and Newport News, Va., connecting for Petersburg, Richmond, Washington, D. C. and the entire South and West.
Freight and Passenger Steamers sail from Pier 25, N. R., foot of North Moore st., every week day at 3 P. M.
W. L. WOODROW, Traffic Manager.

LOWEST RATES BEST SERVICE TO BERMUDA
MOST BEAUTIFUL SPOT IN THE WORLD.
ONE DAY (TWO NIGHTS) FROM NEW YORK BY THE MAGNIFICENT FAST MAIL
Twin Screw S. S. "Oceana"
SAILING EVERY THURSDAY AT 3 P. M.
14,000 Tons Displacement; 8,000 Tons Register; 534 Feet long; 65 feet wide; over 200 staterooms, many with brass bedsteads; Six Suites-de-Luxe with private baths. Orchestra, Gymnasium, Marconi Wireless; Bilge Keels; Submarine Signals. LARGEST, FASTEST & FINEST STEAMER
FIRST-CLASS ROUND TRIP FARE, $20 up including Stateroom Berth and Meals.
1,400 MILE SUPERB SEA TRIP.
FINEST CUISINE ON THE ATLANTIC.
Tours at Lowest Rates, including Best Hotel Accommodations. Shore Excursions, Drives, &c.
Review & Tickets of BERMUDA-ATLANTIC LINE, 290 B'way, N. Y. Phone Worth 710.

UNITED FRUIT COMPANY STEAMSHIP SERVICE
New Passenger and Freight Carriers Sail Thursdays.
12 noon, Pier 16, East River (ft. Fulton St.) to
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PACIFIC COAST POINTS, CENTRAL AND SOUTH AMERICA.
Stateroom reservation and information.
17 Battery Place. Telephone 1025 Rector.
Or any Steamship Agency.
Additional weekly sailings from Boston, Philadelphia, Baltimore and New Orleans.

BERMUDA—Round Trip $20 and up
The Royal Mail Steam Pkt. Co., 22 State St.

SCANDINAVIAN-AMERICAN LINE.
Norway—Sweden—Denmark.
A. E. JOHNSON & CO., 1 Broadway, N. Y.

HUDSON RIVER NIGHT LINES FOR COMFORT

Steamers thoroughly heated by steam, making the trip delightful in the early spring
PEOPLES LINE
NEW YORK AND ALBANY
Magnificent steamers ADIRONDACK or C. W. MORSE at 6 P. M. daily (Sundays excepted).
CITIZENS LINE
NEW YORK, ALBANY AND TROY
New steel steamers TROJAN or RENSSELAER at 6 P. M. daily (Saturdays excepted). Steamers stop at Albany in both directions.
FROM PIER 32, N. R., foot Canal St.
Round Trip, $2.50, via both lines; 10 day limit. Splendid accommodations; the best cuisine and service. Direct rail connections at Albany and Troy for points North, East and West. Tickets and rooms at pier and principal ticket offices in Greater New York; horses and automobiles carried at reasonable rates; express freight service; quick delivery.

PUBLIC NOTICES.

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

PUBLIC NOTICE IS HEREBY GIVEN that at the meeting of the Board of Estimate and Apportionment held this day the following proceedings were had:

Whereas, The Richmond Light and Railroad Company has under date of February 8, 1910, made application to this Board for the grant of the right, privilege and franchise to construct, maintain and operate a street surface railway as an extension to its existing system upon and along Stuyvesant Place Extension, Arrietta Street and the new viaduct or bridge leading from Jay Street to the Municipal Ferry Terminal at St. George in the Borough of Richmond; and

Whereas, Section 172 of the Railroad Law and Sections 72, 73 and 74 of the Greater New York Charter, as amended by Chapters 659 and 690 of the Laws of 1906, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws, this Board adopted a resolution on February 18, 1910, fixing the date for public hearing thereon as March 18, 1910, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in the "New York Times" and "The World," 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 Richmond Light and 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 Richmond Light and 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 Richmond Light and Railroad Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all the terms and conditions, including the provisions as to rates, fares and charges upon and subject to the terms and conditions in said proposed form of contract contained, and that the Mayor of the City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of the City of New York, as follows, to wit:

PROPOSED FORM OF CONTRACT.

THIS CONTRACT, made this day of 19 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 Richmond Light and Railroad Company (hereinafter called the Company), party of the second part, witnesseth:

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

Section 1—The City hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the right and privilege to construct, maintain and operate a street surface railway extension with the necessary wires and equipment, for the purpose of conveying persons and property in the Borough of Richmond, in The City of New York, upon the following routes, to wit:

1. Beginning and connecting with the existing tracks of the Company in Richmond turnpike, at or near its intersection with Tompkins avenue, thence by double track southeasterly in and upon Richmond turnpike to Arrietta street, thence by double track southeasterly in and upon Arrietta street to an unnamed street (laid out and opened as an extension of Stuyvesant place, from its intersection with Weiner place to Griffin street), thence by double track northeasterly in and upon said unnamed street to the intersection of Stuyvesant place with Weiner place, and there connecting with the tracks of the Company after they shall be moved to the new position in Stuyvesant place, as shown upon the map or plan accompanying and made a part of this contract. Also beginning at the intersection of said unnamed street and Arrietta street, thence southwesterly in and upon said unnamed street to its intersection with Griffin street, and there connecting with the tracks of the Company after they shall be moved to the new position in Griffin street, as shown upon said map.

2. Beginning at and connecting with the tracks of the Company in Jay street after they shall be moved to the new position in Jay street, as shown on the map or plan accompanying and made a part of this contract, at a point about two hundred feet northerly from the intersection of Jay street with South street, thence by three tracks northeasterly upon and across the bridge or viaduct leading to the municipal ferry terminal from Jay street to the platform for loading and unloading street surface railway passengers at the ferry terminal, thence by terminal loops upon such platform and as shown upon said map.

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

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

"Map showing Proposed Alteration of Route of the Richmond Light and Railroad Company, in the Borough of Richmond, to accompany Petition dated February 8, 1910, to the Board of Estimate and Apportionment, City of New York,"

—and signed by S. P. Hazelrigg, Vice President, and J. H. Sims, Engineer, a copy of which is attached hereto, is to be deemed a part of this contract, is to be construed with the text thereof, and is to be substantially followed, provided that deviations therefrom and additional turnouts, switches and crossovers which are consistent with the foregoing description, and the other provisions of this contract may be permitted by resolution of the Board.

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

First—The consent in writing of the owners of half in value of the property bounded on said streets and avenues to the construction and operation of said railway shall be obtained by the Company within 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 six (6) months, or within one (1) month thereafter, make application to the Appellate Division of the Supreme Court for the appointment of Commissioners in the manner provided by the Railroad Law to determine if said railway ought to be constructed; otherwise this grant shall cease and determine.

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

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 an 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 such new rate shall be determined, and it 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 privileges hereby granted the following sums of money:

(a) The sum of five hundred dollars ($500) in cash within sixty (60) days after the date on which this contract is signed by the Mayor and before anything is done in the 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 two hundred dollars ($200) and which shall be equal to three (3) per cent. of its gross annual receipts if such percentage shall exceed the sum of two hundred dollars ($200).

During the second term of five (5) years an annual sum which shall in no case be less than three hundred dollars ($300) and which shall be equal to five (5) per cent. of its gross annual receipts if such percentage shall exceed the sum of three hundred dollars ($300).

During the third term of five (5) years an annual sum which shall in no case be less than four hundred dollars ($400), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of four hundred dollars ($400).

During the fourth term of five (5) years an annual sum which shall in no case be less than five hundred dollars ($500), and which shall be equal to five (5) per cent. of its gross annual receipts if such percentage shall exceed the sum of five hundred dollars ($500).

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

As the Company is operating both railway and electric light and power properties it is agreed that the gross annual receipts mentioned above shall be the portion of the gross receipts from the railway property of the Company, as distinguished from the electric light and power property, as shall bear the same proportion to the whole gross receipts from such railway property 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.

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.

The sum of five hundred dollars ($500) which is hereinbefore required to be paid to the City by the Company within sixty (60) days after the date on which this contract is signed by the Mayor shall not be considered in any manner in the nature of a tax, but such payment 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—The Company covenants and agrees to abandon and relinquish and does hereby abandon and relinquish to the City all its rights and franchises to construct, maintain and operate a street surface railway upon the route beginning at the intersection of Richmond turnpike with Tompkins avenue; thence upon Tompkins avenue to a point about six hundred (600) feet northerly from the intersection of Tompkins avenue with Richmond turnpike; thence upon a private right of way, as shown upon the map hereinbefore described, to Central avenue; thence upon and across Central avenue to Weiner place; thence upon Weiner place to Stuyvesant place, and the Company shall, within one year from the date on which this contract is signed by the Mayor, comply with all the provisions of Section 184 of the Railroad Law in regard to the abandonment of said route so abandoned and relinquished, and shall remove therefrom any and all existing tracks of the Company within such time, and restore the pavement in the manner prescribed by the President of the Borough of Richmond. If the Company shall fail to secure the approval of the Public Service Commission or shall fail for any other reason to comply with the provisions of this subdivision within the time stipulated, this contract shall be void and of no effect, and the grant made herein shall thereupon cease and determine. Provided, however, the Board may extend said period for a period or periods not exceeding in the aggregate six months.

Sixth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any individual or other corporation a similar right or privilege upon the same or other terms and conditions, over the route beginning at the intersection of Hannah Street with Griffin Street; thence along Griffin Street to its intersection with an unnamed street (laid out and opened as an extension to Stuyvesant Place); thence along said unnamed street to Stuyvesant Place; thence along Stuyvesant Place to and across South Street to Jay Street; thence along Jay Street to the new trolley bridge leading to the terminal at the Municipal Ferry; thence along said new trolley bridge to the platform at the rear of said Municipal Ferry and upon said platform.

The use of the railway constructed by the Company under this contract and upon the entire route of the Company from the intersection of Hannah Street with Griffin Street to the platform in the rear of the Municipal Ferry, as hereinbefore described, including the tracks, wires and other equipment or any structures used in connection therewith, shall be permitted by the Company, to any individual or corporation to which the City may have granted, or may hereafter grant, the right or privilege to use such streets and avenues for street railway purposes, upon payment of an annual sum by such individual or corporation to the Company, which shall equal the legal interest on such proportion of the actual costs of the construction of such railway and structures, and additions and betterments thereto, as the number of cars operated by such individual or corporation shall bear to the number of cars operated by the companies then using the same, together with the actual cost of the power necessary for the operation of the cars thereon of such individual or corporation. Provided, however, that if, in the opinion of the Company, the legal rate of interest upon the cost of such railway shall be an insufficient sum to be paid for the use of such tracks, it may appeal to the Board and the Board may fix a percentage upon the cost to be paid to the Company, as a sum in excess of the legal rate of interest, if, in its opinion, such action is justified.

The Company shall not at any time, oppose, but shall, upon the request of the Board, consent to the construction or operation of any street surface railway which may necessitate the use of any portion of the railway which shall be constructed by the Company pursuant to this contract, and upon the entire route of the Company from the intersection of Hannah Street with Griffin Street to the platform in the rear of the Municipal Ferry, as hereinbefore described.

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

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

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

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

Tenth—Said railway shall be constructed and operated in the latest approved manner of street railway construction and operation, and it is hereby agreed that the Board may require the Company to improve or add to the railway equipment, including rolling stock and railway 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.

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

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

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

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

Twelfth—Said railway may be operated by overhead electric power substantially similar to the overhead electric system now in use by street surface railways in the Borough of Richmond, or by any other motive power, except locomotive steam power or horse power, which may be approved by the Board, and consented to by the abutting property owners, in accordance with the provisions of the law, and by the Public Service Commission for the First District of the State of New York.

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, cars for the transportation of express matter, mail matter and cars necessary for the repair or maintenance of the railway, and no freight cars shall be operated upon the tracks of said railway.

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

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.

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

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

Twentieth—As long as said railway, or any portion thereof, remains in any street or avenue, the Company shall pave and keep in permanent repair that portion of the surface of the street or avenue in which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof, under the supervision of the local authorities, whenever required by them to do so, and in such manner as they may prescribe. In case of the neglect of the Company to make pavement or repairs after the expiration of thirty (30) days' notice to do so from the President of the Borough of Richmond, said President may make the same at the expense of the Company. And the City shall have the right to change the material or character of the pavement of any street or avenue, and in that event the Company shall be bound to replace such pavement in the manner directed by the proper City official, at its own expense, and the provisions as to repairs herein contained shall apply to such renewed or altered pavement.

Twenty-first—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-second—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 or any interference with the construction of public works in the streets and avenues,