SUMMER RESORTS.

NEW JERSEY.

Atlantic City.

HOTEL DENNIS
ATLANTIC CITY, N. J.
The new fireproof addition is a model for comfort and convenience. The entire house now offers 350 guest rooms, each of which is connected with private bath or has running water. Hotel Dennis is one of the Beach Front Hotels still maintaining an unobstructed ocean view.
WALTER J. BUZBY.

BEYOND THE 4TH OF JULY HOLIDAYS WHILE YOU ARE SURE TO BE COMFORTABLE.
HOTEL MONTICELLO
A Hotel of Refinement and Homelike Comfort
Splendid location, Kentucky ave., near Beach. Catering to a high class patronage exclusively. All modern conveniences, 50 rooms with bath. Capacity 300. Table and service exceptionally good. $2.50 up daily; $12.50 up weekly. Amer. plan. Write for illus. folder. A. C. EKELOM.

Most modern and leading moderate rate hotel.
ALBEMARLE Virginia Ave. and Beach.
New throughout. Capacity 350. Private baths, elevators, 1000 feet wide cool porches; exceptional table; white service. Special early season rates $8, $10, $12.50 up weekly; $2 up daily. Saturday to Monday, $3.50. Booklet. J. P. COPE.

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Spring Lake Beach.

THE NEW MONMOUTH
NOW OPEN FOR THE SEASON
Automobiling, riding, driving, tennis, golf, canoeing, sea bathing, sailing, fishing.
275 ROOMS. 200 BATHS.
FRANK P. SHUTE, Manager.

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A new and delightfully located hotel with all modern improvements.
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EDWARD A. SHUTE, Manager.

SPRING LAKE BEACH, NEW JERSEY.
THE BREAKERS
Directly on the Ocean.
Family Hotel of the Highest Order.
Write for circular. L. N. MOSS.

Sea Girt.

BEACH HOUSE,
Sea Girt, N. J. Directly on beach; electric lights; telephones; white help; superb table; grill for artists; ladies' orchestra; adjacent State encampment; Bear Lithia Drinking Water. Lawn Checker Tournament.
WILLIAM NEIL, late with GEO. C. BOLDT.

Highlands.

HOTEL MARTIN 'Phone, gas, running water all rooms; garage on premises; rates $10 per week; a la carte from 3 P. M. daily.
M. GERBRACH.

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ASBURY PARK—Descriptive literature for 2 cent stamp; summer program 10 cents. MUSCIPAL INFORMATION BUREAU, 306 Boardwalk, Asbury Park, N. J.

RHODE ISLAND.

The Gladstone
NARRAGANSETT PIER, RHODE ISLAND.
OPEN JUNE 24, 1911.
Large Modern Hotel overlooking the Ocean; accommodates 350 guests and equipped with every convenience that modern luxury can suggest.
A distinct and enjoyable feature of the Gladstone which is not found at other seashore resorts is four acres of well kept and beautifully shaded lawns which surround the building. Afternoon and evening Concerts.
Splendid beach, bathing, fishing, polo, tennis, golf, superb drives. Write for literature.
Andrew Radel, Owner. A. L. Smith, Manager.

BLOCK ISLAND, R. I.
NEW HYGEIA HOTEL
Capacity 300. Ideal summer resort; midocean; surf bathing; fishing; 4½ hours from Grand Central Station via steamer from Stonington, Conn. Booklet.
HYGEIA HOTEL CO.

PENNSYLVANIA.

Delaware Water Gap.

WATER GAP HOUSE
THE MOUNTAIN PARADISE.
DELAWARE WATER GAP, PA.
NOW OPEN. Acknowledged to be unquestionably the finest hotel in this region for those who desire the best in appointment, cuisine, service, comfort and location. Every indoor entertainment and outdoor pastime. Special early season rates. Write for booklet of beautiful scenic views and auto maps. Fifth season.
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THE KITTATINNY
DELAWARE WATER GAP, PA.
Leading hotel. Capacity 500. Orchestra. Social diversions. Write for Booklet and Auto Maps. Cafe and Grill. G. FRANK COPE.

Glen Summit Springs.

FOURTH OF JULY HOLIDAY
GLEN SUMMIT SPRINGS HOTEL
Glen Summit Springs, Pa.
2,000 feet elevation. Modern Hotel of 200 rooms. Boating, Bathing, Tennis, Croquet. Splendid Orchestra. Write for booklet and Special Holiday rates.
BROWNE & WARBURTON, Props.

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LAKE WINOLA, PA.—The Winola situated on an eminence of ground overlooking lake; very popular; tennis; full orchestra; two 30 foot launches; a fleet of canoes and rowboats for the use of guests; 1,800 feet. Illustrated booklet.
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WAUMBEK AND COTTAGES
JEFFERSON, N.H.
OPENS JUNE 29TH.
In almost picturesque section, with accommodations for 300. 18 hole golf course, tennis, saddle horses, garage and livery.
ON FAMOUS SCENIC AUTO ROUTES.
Detached family cottages, completely furnished with hotel service.
CHARLES V. MURPHY, Manager.
The Mountain Amateur Golf Championship June 25, 26, over Waumbek Course.

MASSACHUSETTS.

Pittsfield.

The Maplewood
Pittsfield, Berkshire Co., Mass.
NOW OPEN
Send for Booklet and Auto Road Map.
ARTHUR W. PLUMB.

VERMONT.

JUST OUT SUMMER HOMES
150 Page Illustrated Book. Full information in regard to Summer Resorts in Vermont and shores Lake Champlain with farm and village home accommodations. Prices $7 per week and up. Send 6c. postage for mailing. Address SUMMER HOMES, No. 15, 385 Broadway, New York.

THE GLENWOOD In the Pines, Lake Bomoseen, Vermont. Rates $9 to $14. W. C. MOUND.

MISCELLANEOUS.

IDEAL TOUR BOOKLET & Road Map sent free on application to Amos Judd, The Elton, Waterbury Ct., or 1180 Broadway, New York City.

PUBLIC NOTICES.

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 Southern Boulevard Railroad Company has under date of October 27, 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 Southern Boulevard from Boston Road to Pelham Avenue 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 November 11, 1910, fixing the date for public hearing thereon as December 9, 1910, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in the "Evening Sun" 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 Southern Boulevard Railroad Company and the adequacy of the compensation proposed to be paid therefor; now, therefore, it is

RESOLVED, That the following form of resolution for the grant of the franchise or right applied for by The Southern Boulevard 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 Southern Boulevard 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 1911, 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 SOUTHERN BOULEVARD RAILROAD COMPANY (hereinafter called the Company), party of the second part, WITNESSETH:

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

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

Beginning at and connecting with the existing tracks of the Company in Southern Boulevard at its intersection with Boston Road; thence in a general northerly direction in and upon said Southern Boulevard to and connecting with the existing tracks of the Union Railway Company of New York City in Pelham Avenue, and to cross such other streets and avenues, named and unnamed, as may be encountered in said route. Provided, however, that nothing in this contract shall be construed as permitting more than a double track street surface railway in any portion of Southern Boulevard.

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

"Map showing Proposed Extension of The Southern Boulevard Railroad Co. in the Borough of The Bronx, City of New York, to accompany petition dated October 27, 1910, to the Board of Estimate and Apportionment,"

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

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

First—The consent in writing of the owners of 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 March 1, 1924, 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 freeholders 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 annual 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 six hundred dollars ($600), and which shall be equal to three (3) per cent. of its gross annual receipts if such percentage shall exceed the sum of six hundred dollars ($600).

During the second term of five (5) years an annual sum which shall in no case be less than eleven hundred dollars ($1,100), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of eleven hundred dollars ($1,100).

During the remaining term, expiring March 1, 1924, an annual sum which shall in no case be less than twelve hundred dollars ($1,200), and which shall be equal to five (5) per cent of its gross annual receipts if such percentage shall exceed the sum of twelve hundred dollars ($1,200).

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

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

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

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.

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 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 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 individual or other corporation a similar right or privilege upon the same or other terms and conditions, over the route hereinbefore described.

The use of the railway constructed by the Company under this contract, including the tracks, wires and other equipment or any structures used in connection therewith, in streets and avenues hereinbefore described, 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 cost 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; and also such proportion of the cost of keeping the track and electrical equipment in repair, and the cost of additions and betterments thereto, such proportion of laying and repairing of pavement and removal of snow and ice and all other duties imposed upon the Company by the terms of this contract in connection with the maintenance or the operation of said railway so used, 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, at 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.

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

Seventh—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination 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 streets and avenues shall be restored to their original condition at the sole cost and expense of the Company.

Eighth—The Company shall commence construction of the railway herein authorized within three (3) months from the date upon which the 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 such construction shall be prevented by litigation or 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 such extension 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, 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 private properties, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

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

Twelfth—Upon six (6) months' notice by the Board to the Company, all wires for the transmission of power, except trolley wires, for the operation of the railway, upon all or any portion of the route hereby authorized, shall be placed in conduits beneath or alongside of the railway. The Company shall provide in such conduits two (2) ducts not less than three (3) inches in diameter for the exclusive use of the City. Such ducts 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 streets and avenues in which said railway 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 and avenues, except when the width of such streets and avenues shall exceed sixty (60) feet between curblines, 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 and avenues in a satisfactory manner.

Twentieth—The Company shall at all times keep the streets and avenues upon which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails, on either side thereof, free and clear from ice and snow provided, however, that the Company shall, at the option of the 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.

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

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

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

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

Twenty-fifth—The Company shall submit to the Board a report not later than November 1 of each year for the year ending September 30 next preceding, and at any other time upon request of the Board, which shall state:

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

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

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

Twenty-seventh—In case of any violation or breach or failure to comply with any of the provisions herein contained, or with any orders of the Board acting under the powers herein reserved, the franchise or consent herein granted may be forfeited by a suit brought by the Corporation Counsel, on notice of ten (10) days to the Company, or at the option of the Board, by resolution of said Board, which said resolution may contain a provision to the effect that the railway constructed and in use by virtue of this contract shall thereupon become the property of the City without proceedings at law or in equity. Provided, however, that such action by the Board shall not be taken until the Board shall give notice to the Company to appear before it on a certain day not less than ten (10) days after the date of such notice, to show cause why such resolution declaring the contract forfeited should not be adopted. In case the Company fails to appear, action may be taken by the Board forthwith.

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

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

Thirtieth—This grant is upon the express condition that the Company, within thirty (30) days after the signing of this contract by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of the City the sum of three thousand dollars ($3,000), either in money or securities to be approved by him, which fund shall be security for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the furnishing of sufficient public service at the rates herein fixed, the repairs of the street pavement, the removal of snow and ice, and the quality of construction of the railway and the maintenance of the property in good condition throughout the whole term of this contract, and in case of default in the performance by the Company of such terms, conditions or compliance with such orders or either or any of them, the City shall have the right to cause the work to be done and the materials to be furnished for the performance thereof after due notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings, or after default in the payment of the annual charges, shall collect the same, with interest, from the said fund after ten (10) days' notice to the Company, or in case of failure to observe the said terms and conditions of this contract and orders of the Board acting hereunder, relating to the headway, heating and lighting of cars, fenders, wheel guards and watering of street pavements, the Company shall pay a penalty of fifty dollars ($50) per day for each day of violation, and the further sum of ten dollars ($10) per day for each car that shall not be properly heated, lighted or supplied with fenders or wheel guards, in case of a violation of the provisions relating to those matters, all of which sums may be deducted from the said fund.

The procedure for the imposition and collection of the penalties in this contract shall be as follows:

The Board, on complaint made, shall give notice to the Company, directing its President, or other officer, to appear before the Board on a certain day not less than ten (10) days after the date of such notice, to show cause why the Company should not be penalized in accordance with the foregoing provisions. If the Company fails to make an appearance, or, after a hearing appears in the judgment of the Board to be in fault, said Board shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure direct the Comptroller to withdraw the amount of such penalty from the security fund deposited with him. In case of any drafts made upon the security fund the Company shall, upon ten (10) days' notice, pay to the City a sum sufficient to restore said security fund to the original amount of three thousand dollars ($3,000), and in default thereof this contract shall be cancelled and annulled at the option of the Board, acting in behalf of the City. No action or proceeding or right under the provisions of this contract shall affect any other legal rights, remedies or causes of action belonging to the City.

Thirty first—The words "notice" or "direction," wherever used in this contract, shall be deemed to mean a written notice or direction. Every such notice or direction to be served upon the Company shall be delivered at such office in the City as shall have been designated by the Company, or if no such office shall have been designated, or if such designation shall have for any reason become inoperative, shall be mailed in the City, postage prepaid, addressed to the Company at the City. Delivery or mailing of such notice or direction as and when above provided shall be equivalent to direct personal notice or direction, and shall be deemed to have been given at the time of delivery or mailing.

Thirty second—The words "streets or avenues" and "streets and avenues," wherever used in this contract, shall be deemed to mean "streets, avenues, highways, parkways, driveways, concourses, boulevards, bridges, viaducts, tunnels, public places or any other property to which the City has title or over which the public has an easement," encountered in the route hereinabove described, and upon or in which authority is hereby given to the Company to construct a railway.

Thirty third—If at any time the powers of the Board or any other of the authorities herein mentioned or intended to be mentioned, shall be transferred by law to any other board, authority, officer or officers, then and in such case such other board, authority, officer or officers, shall have all the powers, rights and duties herein reserved to or prescribed for the Board or other authorities, officer or officers.

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

SECTION 4. This grant is also upon the further and express condition that the provisions of Article 5, and the other provisions of the Railroad Law pertinent hereto shall be strictly complied with by the Company.

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

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

THE CITY OF NEW YORK,
By
[CORPORATE SEAL.] *Mayor.*
Attest:
City Clerk.

THE SOUTHERN BOULEVARD RAILROAD COMPANY,
By
[SEAL.] *President.*
Attest:
Secretary.

(Here add acknowledgments.)

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

RESOLVED, That these preambles and resolutions including the said resolution for the grant of a franchise or right applied for by The Southern Boulevard Railroad Company and the said form of proposed contract for the grant of such franchise or right, containing said results of such inquiry, after the same shall be entered in the minutes of this Board, shall be published for at least twenty (20) days immediately prior to Thursday, July 6, 1911, in the "City Record" and at least twice during the ten (10) days immediately prior to Thursday, July 6, 1911, in two (2) daily newspapers to be designated by the Mayor therefor, and published in the City of New York, at the expense of The Southern Boulevard 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 Southern Boulevard Railroad Company, and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right and proposed adopting any resolution authorizing 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 Thursday, July 6, 1911, at 10:30 o'clock A. M., hold a public hearing thereon, at which citizens shall be entitled to appear and be heard.

(The Sun and Evening Mail designated.)
JOSEPH HAAG,
Secretary.

Dated New York May 25, 1911.

I HEREBY NOTIFY all persons that I shall not be responsible hereafter for any debts or bills that may be contracted by my wife, Adelaide Putnam Trevor, against me, her husband, as she is able to pay her own debts for necessaries out of her own allowance.
(Signed) HERBERT EDWARD TREVOR.
June 23rd, 1911.

LEGAL NOTICES.

JUDGMENT OF ANNULMENT OF EXISTENCE OF VASIL POP STEPHANOFF (A Domestic Corporation).
Copy of Judgment.

At a Special Term of the Supreme Court, Part II., held in and for the County of New York, County Court House, New York County, on the 9th day of June, 1911.
Present: HON. DANIEL F. COHALAN, Justice.

THE PEOPLE OF THE STATE OF NEW YORK, Plaintiffs,
against
VASIL POP STEPHANOFF, Defendant.

The summons and complaint in this action having been duly personally served on the defendant above named on the 11th day of May, 1911, and upon the annexed consent of the above-named defendant, dated the 31st day of May, 1911.

NOW on motion of Thomas Carmody, Attorney General of the State of New York, it is

ORDERED AND ADJUDGED that the said corporation, Vasil Pop Stephanoff, be and the same hereby is dissolved, and that its charter be and the same hereby is declared forfeited, and that its corporate existence be and the same hereby is forever annulled; and it is

FURTHER ORDERED AND ADJUDGED that Max Altman, of Borough Manhattan, New York City, be and he hereby is appointed receiver of all the property of the said corporation with all the powers of a permanent receiver according to law and the practice of this court; and it is

FURTHER ORDERED AND ADJUDGED that the said receiver before entering upon his duties shall make and file with the Clerk of this Court a bond to the People of the State of New York in the penal sum of $500 dollars, conditioned for the faithful discharge of his duties as such receiver, and for the due accounting of all moneys received by him; and it is

FURTHER ORDERED AND ADJUDGED that the said receiver shall give notice of his appointment, which notice shall contain the matters required by law in notices of trustees of insolvent debtors, and in addition thereto shall require all persons holding any open or subsisting contract of such corporation to present the same in writing and in detail to such receiver at a time and place in such notice specified; and that said notice be published for three weeks in the New York Law Journal and The Weekly Union, being newspapers printed and in circulation in the County of New York, where the principal place for the conduct of the business of such corporation