

—OFFICE OF THE—

Third Avenue Railroad Company,

THIRD AVENUE, 65TH & 66TH STREETS.

ALBERT J. ELIAS, PRESIDENT.
HENRY HART, VICE-PRESIDENT.
ALFRED LAZARUS, SECRETARY.
JOHN BEAVER, TREASURER.

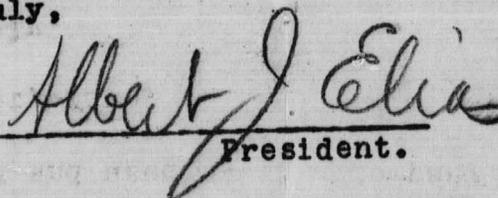
NEW YORK, January 7, 1895.

Hon. William L. Strong,
Mayor of the City of New York.

Dear Sir:

Permission is hereby applied for on behalf of the Third Avenue Railroad Company, to use such snow ploughs, sweeping machines and other similar instruments as may be necessary on and over the tracks and lines occupied and used by this Company for the year Eighteen hundred and ninety-five.

Yours truly,



President.

Application for Permission to use Snow Ploughs, etc.

To the Mayor of the City of New York:

The undersigned respectfully asks your permission, pursuant to Sections 268 to 273 inclusive, of Article 28 of Chapter 8 of the Ordinances of the Mayor, Aldermen and Commonalty of the City of New York, in force January 1st, 1881, entitled "Snow ploughs and sweeping machines by railroad companies and others in the City of New York," to use such snow ploughs, sweeping machines or other similar instruments as may be necessary on and over the tracks and lines occupied and used by the undersigned company.

This company does hereby agree and stipulate to comply with all the provisions of the above-mentioned ordinances.

J. H. Robertson

Super 3^d City R.R. Co

Permission
Granted Jan'y 14-95-

Permit
Snow
Plow

3rd & RR.
Granted
Jan 14-95

BEFORE THE HONORABLE,
THE MAYOR OF THE CITY OF NEW YORK.

-----:
IN THE MATTER OF THE APPLICATION OF THE
THIRD AVENUE RAILROAD COMPANY AND THE
METROPOLITAN TRACTION COMPANY FOR PERMISSION
TO EXTEND THEIR RESPECTIVE ROUTES ALONG
KINGSBRIDGE ROAD AND OTHER STREETS.
-----:

BRIEF FOR THE THIRD AVENUE RAILROAD COMPANY.

Four points are urged against The Third Avenue
Railroad Company by the Metropolitan Traction Company.
These four points are as follows:

- (1) That the Traction Company could not be a bidder at the sale of the route, as proposed by The Third Avenue Railroad Company, because it, the Traction Company, does not connect with the two branches of the extensions as laid out by The Third Avenue Railroad Company.
- (2) That more money would inure to the City Treasury by granting the application of The Metropolitan Traction Company.
- (3) That there has been no proper publication of hearing of The Third Avenue Railroad Company's application.
- (4) That the certificate of extension of The Third Avenue Railroad Company was filed with the Secre-

tary of State after its petition for extension had been filed with the Board of Aldermen.

The untenability of these objections we shall now proceed to show under the following ~~pe~~

P O I N T S.

FIRST POINT.

THE CLAIM THAT THE TRACTION COMPANY COULD NOT BE A BIDDER BECAUSE ITS LINE DOES NOT CONNECT IS UNTENABLE.

The ^ground of objection arises from the fact that the extension of The Third Avenue Railroad Company has two branches, one extending along Manhattan Street south from 125th Street, the other extending north from Manhattan Street, along Eleventh Avenue, and that the distance required to connect these two branches is more than One Thousand feet, from which it is argued that no Company except The Third Avenue, could operate the proposed extensions inasmuch as it would have no way of connecting the two branches with its own line.

The answer is that it is perfectly feasible for the Metropolitan Traction Company, if it be the successful bidder, to extend east and west from the proposed two branches either on streets north or streets south of

of 125th Street and Manhattan Street, by availing themselves of §93 of the Railroad Law, which provides:

"Whenever it shall be desired to unite two street surface railroad routes at some point not over one-half mile from such respective lines or routes and established by the construction of such connection a new route for public travel, and the corporation or corporations owning the use of such railroads shall consent to operate such connection as a part of a continuous route, for one fare, and it shall appear to the local authorities that such connection cannot be operated as an independent railroad without inconvenience to the public but that it is to the public advantage that the same ^{should} shall be operated as a continuous line or route, with existing railroads * * * no sale of such franchise shall be made as provided in this Section."

This provision of law concededly was enacted at the request or suggestion of The Metropolitan Traction Company and under it it has made at least one-half a dozen connections already, in the City of New York, among others along 53rd Street, between Sixth Avenue and Broadway.

The following diagram shows exactly the feasibility of connection above suggested, thus: If the Traction Company become the successful bidder, it could extend from Manhattan Street over 124th Street and thence northerly along Eleventh Avenue to Manhattan St. a distance of less than one-half a mile, or it could accomplish the same result by a number of other combinations.

The diagram above referred to is as follows:

SECOND POINT.

THE CLAIM THAT THE GRANTING OF THE APPLICATION OF THE THIRD AVENUE WOULD RESULT IN LESS BENEFIT TO THE TREASURY OF THE CITY IS UNTENABLE, AND THE CONTRARY IS DEMONSTRATIVELY THE FACT.

(1) The mileages of the several routes under consideration are as follows:

Third Avenue Railroad Co.	-----14.23 miles;
Traction Company,	-----64.93 miles
Length of extension,	----- 9.23 miles.

(2) §93 of the Railroad Law provides, in respect of proportionment of fares, where the applicant is the successful bidder, or vice versa, as follows:

"Whenever such consent shall provide for the sale at public auction of the right to construct and operate a branch or extension of an existing railroad, such consent shall provide that but one fare shall be exacted for passage over such branch or extension and over the line of road which shall have applied therefor; and further, that if such right shall be purchased by any corporation other than the applicant, that the gross receipts from joint business shall be divided in the proportion that

the length of such extension or branch so sold shall bear to the entire length of the road which shall have applied therefor and of such branch or extension * * *

(3) From an examination of the language above quoted, and the facts of the respective mileage above stated, it is apparent that if the application of The Third Avenue Railroad Company be granted, and the franchise be sold at auction on its application, then this company would be able to become a bidder, for the reason that it would receive, in case another company should become the successful bidder, on account of joint business, a portion of every fare in the proportion which 14.23 bears to 9.23; if, on the other hand, the application of the Traction Company should be granted, and the proposed route should be sold on its application, then no bidding would be possible by any one else for the reason that the Company--if any other company were the successful bidder--would receive, of every five-cent-fare, in the proportion which 84.93 lengths of its line bears to 9.23 lengths of the extension, and which would mean bankruptcy to any road.

It requires no argument beyond the statements of these cold facts, to demonstrate that if the interests of the City, so far as revenue is concerned, are to be considered, that the proposed route should be sold upon the application of The Third Avenue Railroad Company, and not upon the application of the Traction Company.

Not only will the treasury of the City suffer by reason of the fact that the possibility of bidding is

not only prejudiced, if not entirely annihilated, but the further consideration is to be borne in mind that the rights which the Company would get under the general provision of the law, and aside from the bonus, which is the basis of the auction sale, and which are 3 o/o for the first five years and 5 o/o thereafter, would be prejudiced. In other words, if the sale would be made upon the application of the Traction Company, the City would receive practically less than one-third of what it would if it were sold upon the application of The Third Avenue Railroad Company. The railroad law provides, in respect of such a state of facts, that if the extension:

"Shall be purchased by the application, the percentage to be paid shall be calculated on such portion of its gross receipts as shall bear the same proportion to the whole value thereof as the length of such extension or branch shall bear to the entire length of its road."

From this it results that if the Third Avenue Company, by the granting of its application, be enabled to become a bidder, in fact the successful bidder, than that ~~that~~ it shall pay to the City $\frac{923}{1423}$ of the fares received on the extension.

If, on the other hand, the Traction Company is the successful bidder, it will pay to the City $\frac{923}{8493}$ of the fares.

Comparing these two fractions, it is apparent that the City would receive, out of the moneys turned into the treasury under §95 of the Railroad Law, and irrespective

of the bonus bidden at the auction sale, six times as much money if the Third Avenue Railroad Company should be the successful bidder, as it would receive if the Traction Company were to be the successful bidder.

In the face of these facts, it is impossible, as it seems to us, that the city's interest can be subserved otherwise than by the granting of the application of The Third Avenue Railroad Company.

THIRD POINT.

THE PUBLICATION OF THE NOTICE OF HEARING
WAS PROPER.

(1) The Railroad Law provides (Section 92) as follows:

"The application for the consent of local authorities shall be in writing, and before acting thereon such authorities shall give public notice thereof and of the time and place where it will be first considered, which notice shall be published daily in any city for at least fourteen days in two of its daily newspapers."

When the petition of the Third Avenue Railroad Company was submitted to the Common Council, the Clerk of the Common Council obtained a designation of the papers from Mayor Strong, who designated the Mail & Express and the New York Daily Tribune.

The Common Council thereupon, acting through its clerk, caused notice of the application of the Third Avenue Railroad Company and of the time and place where it would be first considered, to be published in the papers designated as aforesaid by the Mayor.

(2) The point is now taken by the Traction Company on a similar application that this Board must refrain from granting the petition of the Third Avenue Railroad Company, because, as they claim, the manner of the notice of publication was irregular.

Our answer to this is two fold.

Assuming for argument that the Common Council is constrained, as we shall show is not the fact, to consider the question of whether it has stultified itself in giving an irregular notice, we shall now show that the

notice given was perfectly proper.

The law says that there shall be publication in two newspapers for fourteen days.

It is asserted by the opponents of the Third Avenue Railroad Company that the publication day by day in two papers must be coincident.

Our contention is that it is sufficient if there be a publication of fourteen days in each paper, provided such publication in each paper occurred before the local authorities shall have acted thereon.

It will be observed that the statute does not say fourteen successive days, as it might have done and is done in many statutes, and the failure of the statute to expressly use the word successive enables us to contend, as we believe successfully, that the fourteen days in each paper not only need not be coincident, but that the fourteen days need not even be successive.

We have been referred on this subject to the opinion of the Corporation Counsel, page 1544 of Vol. 23, ^{of City Record} being the issue of Thursday, May 23, 1895, which holds to the contrary.

The case therein referred to of the St. Nicholas Avenue and Crosstown Railroad Company obviously has no application, for there the defect was in giving the wrong date of the time of hearing, so that the very object of the notice, which is to secure the presence of parties interested, was defeated.

In our case, however, no such defect is claimed, and the only result, from the method of publication

adopted in our case, is that a more effective procedure for accomplishing the object of the statute, viz, public notice, has been adopted than if the fourteen days publication in the two different papers had been simultaneous in respect of each publication.

(3) If the proposition to be applied is that these statutes must be most strictly *construed*, as stated by the Corporation Counsel, it may be with like force urged that all publications respecting railroad franchises for years back are defective for the reason that Sunday has been one of the fourteen days used for publication and contracts for publication upon Sunday being void,

Laws of 1871, Chap. 702,
cannot be regarded to have been contemplated as being one of the permissible days of publication by the Legislature, in which event all of the franchises granted since 1884, and which have included Sundays as one or two of the fourteen days of publication of notice of hearing are void.

We have examined a majority of these publications and find that all the publications which took place during the administration of Mayor Gilroy were of this precise type.

To concur with the contention of our opponents would be to subvert all the franchises granted since 1884

Such result will not be allowed unless required by words of

"most explicit and unequivocal import".

Smith vs. People, 47 N.Y.330-337.

We claim, therefore, that our publication, which took place in the Mail & Express on January 26th, 28th, 29th, 30th, 31st, February 1st, 2nd, 4th, 5th, 6th, 7th, 8th, 9th and 11th, and in the Tribune on January 26th to February 8th, inclusive, is perfectly valid.

(4) It is to be further noted that in the case of
Ex parte Fisk, 72 Cal. 125,

it was held that where a publication was required for five successive days, a publication of five successive week days was sufficient, although Sunday intervened.

See also Richardson vs. Tobin, 45 Cal.30;
Tribune vs. Duluth, 47 N.W.Repr.309.

(5) In conclusion express attention is directed to that part of the opinion above mentioned which states that a law of this kind must be "strictly construed", i.e. strictly complied with, for the reason that such a construction is in direct conflict with the concluding language of section 92 of the Railroad Law itself, and which in express terms states that:

"Any such notice, publication or consideration heretofore or hereafter given ^{made or had} on a day in substantial conformity with the requirements of this section is and shall be sufficient."

If the law says that a substantial compliance is sufficient it expressly negatives the idea that a literal compliance is necessary.

FOURTH POINT.

The statement of extension of the Third Avenue Railroad Company was duly filed in the office of the Secretary of State.

The petition to the Common Council was filed with that body on January 14, 1895.

The statement of extension was filed with the Secretary of State on the 16th day of February, 1895.

Our contention is that it is immaterial whether the petition precedes or follows the filing of the statement of extension, or vice versa.

The law upon this subject is as follows: Section 90 of the Railroad Law provides:

"That any street surface railroad corporation at any time proposing to extend its road or to construct branches thereof, may, from time to time, make and file in each of the offices in which its certificate of incorporation are filed, a statement of the names and description of the streets, roads, highways and private property in ^{on} and upon which it is proposed to construct, maintain or operate such extension or branches. Upon filing any such statement and upon complying with the conditions set forth in Section 91 of the Railroad Law, every such corporation shall have the power and privilege to extend, construct ^{and maintain} and operate such road, extension and branches on the streets, roads and highways named in such statement."

Section 91 of the Railroad Law, referred to in the quotation last above stated, provides that:

"A street surface railroad or extensions or branches thereof shall not be built, extended or operated, unless the consent in writing, acknowledged or proved as are deeds entitled to be recorded, of the owners of one half in value of property bounded on, and also the consent of the local authorities having control of that portion of a street or highway upon which it is proposed to build or operate such railroad shall have been first obtained."

The intendment of the Legislature is therefore apparent to compel the fulfillment of the three conditions by any company desiring to extend its road, viz, the filing of the statement of extension under Section 90 and of obtaining consents of property owners and local authorities under Section 91.

There is nothing, however, to indicate which of these steps shall take place first.

The only point made by the provisions of the act are that all of the conditions must have been fulfilled before the company is in a position to commence construction.

Bearing upon this subject is -

Matter of 34th Street R.R.Co. 102 N.Y. 343.

It was here admitted that the Railroad Company was obliged to obtain not only the consents of property owners and local authorities, but also the consent of a railroad, which railroad had tracks constructed and under operation upon a portion of the line of the 34th Street Company.

It was strenuously contended that it was incumbent upon the 34th Street Company to obtain the consent of the rival company, before applying to the court to decree its consent in lieu of the consent of property owners, for the reason that if the consent of the rival company could not be obtained, the other consents would be futile.

Additional answers to the application of the Metropolitan Traction Company are shown as follows:

(1) The Third Avenue Railroad Company filed its application, which was duly published, and without the alleged error in publication which is argued in respect of the pending application, in the year 1893.

At that time on March 13th, 1893, its certificate of extension was filed in respect of the territory covered by the pending application on the 14th of March, its petition in respect of the extension was filed with the Board of Aldermen.

Notice of a meeting at this time was given ^{for} ~~in~~ 14 days ^{in two} papers, and in respect of the publication the alleged error did not exist.

This application is now pending before this Board of Aldermen and the resolutions ~~granting~~ this application can be passed in reference to that notice and statement filed, if necessary.

Not only did these proceedings take place but, even prior thereto, a still further certificate was filed with the Secretary of State, and petition filed with the Board of Aldermen, which is also ~~stakkk~~ still pending before this Honorable Board.

So far as advertising and publication of the notice is concerned, it appears that The Third Avenue Railroad Company has given three times the amount of notice required by law, instead of an insufficient notice on one occasion.

Also that The Third Avenue Railroad Company has twice filed the certificate of extension on prior occasions, which would cure any defect due to delay in filing present certificate of extension, if the same were a defect.

It is therefore submitted that the objections raised by The Metropolitan Traction Company to the granting of the application of The Third Avenue Railroad Company are without foundation.

Dated, New York, June 15, 1895.

Respectfully submitted,

HOADLY, LAUTERBACH & JOHNSON,

Attorneys for The Third Avenue
Railroad Company.

Edward Lauterbach,
of counsel.

1.

Before the Honorable
the Mayor of New York City

Matter of the Application

of the

Third Avenue Railroad
Co to extend upon Kingsbridge Road

(1)

Memorandum

for Third Ave Railroad Co

Aug 29

Fort Washington,

Aug 31st, 1895.

Dear Sir:

As a resident of the upper west side for nearly 30 years, and in behalf of the people, owners of property on the great Avenues and Streets, west of Broadway, Central Park, 8th Avenue and the Harlem River, I appeal to the Mayor of New York to veto the resolution passed by the Common Council granting a franchise to the 3rd Avenue Railroad Company over certain streets and avenues, north of Manhattan Street, ^{and 125th St.} for the following reasons:-

All the great Avenues west of Central Park and the upper west side have been acquired, constructed and improved at the cost of the owners of property fronting thereon, and

Whenever the Mayor, Aldermen and Commonalty seek to grant a franchise for public transit over these Avenues, the owners of property thereon, and all the inhabitants of the region adjacent thereto, are of right entitled to demand that such franchise shall only be given to that corporation which can furnish the greatest accommodation of transit to all the people, over a continuous tranway, in a continuing car from any point on these Avenues to any other point.

The whole people of the west side are, of inherent

right, entitled primarily to a way of transit unbroken from end to end of these great Avenues, unvexed by a useless, compulsory transfer.

The corporation to which the resolution grants this franchise, cannot furnish unbroken, continuous direct transit to all or any of the people on the west side, and the result will be, if the resolution becomes operative, to cut asunder the right of way for all time, over these great Avenues at Manhattan Street, subjecting the people to transfers and delays wholly needless and vexatious, and to the payment of a double fare, for any distance great or small, north or south of that Street.

To make this grant will be a cruel robbery of the natural personal and property rights, in respect of transit, of half the people of this great City.

It will subject them without gain to tribute to a merciless corporation, *which has never fulfilled any rightful obligation to the people or the city, when by paying it money could be saved.*

It will prevent the direct transit the people require.

It will impede the improvement of the whole west side, *while the Metropolitan Co. will at once encourage and give an impetus to the value of property on the west side.*

It is a crime against the people to make this grant

to a corporation powerless to provide continuous direct transit over any one of the great Avenues of the west side, in defiance of the pending application before the Board of Aldermen of the Metropolitan *Transit* Company, owning with one exception all the great continuous lines of tramway on the west side, to provide the continuous, direct, more rapid transit needed and required by all the people of the west side, through a service in every way superior to any possible attempt of the 3rd, Avenue Company.

The 3rd Avenue Company can only invite and accommodate the excursion traffic of the east side to the west side, where the City has no great parks for the diversion of the people; while on the east side, are Claremont Crotona, St. Mary's, Bronx and several smaller parks, two or three miles less remote than Fort George, and all *now* accessible by a single fare on the Elevated Road.

The 3rd Avenue Company can illustrate its great philanthropy by negotiating transfers with the surface lines of the upper east side, in its yearning desire to "transport the toiling people of the east side to fresh air and green fields," *for one 5 Cent Fare.*

The toiling people of the west side, need the through transit of the west side.

The claim of the 3rd Avenue Company that greater revenue would accrue to the City through it, is delusive because an enforced double fare would continue and confine travel by the Elevated railroad, *while a through direct transit on the West side would enlarge travel, and increase the ultimate revenue to the City.*

It will be a grievous wrong to all the people ~~xxx~~ *dwelling* ~~travelling~~ ^{above} Manhattan Street, if their ~~way~~ ^{great} way of travel to all the Institutions of the near future, - Columbia College, the Horace Mann School, the Cathedral, St Luke's Hospital, *on Morning Side Heights,* shall be cut in twain and a double fare enforced upon them.

The West Side may better wait, indefinitely, for any further transit facilities, until a better knowledge of the situation, and a better sense of justice pervades the minds of the Board of Aldermen, than submit now to any further extension of franchises to the 3^d Avenue Co.

Respectfully

F. H. Sawyer

*Wm. K. Strong
Mayor of New York*

3rd Ave
Franchise

Aug. 31

and from them.

Hospital shall be cut

College, the horse will

to all the Institution

It will be a little

because, all efforts to

To Hon. William L. Strong,

Mayor of New York.

As a resident for more than 30 years of the city on West Side, and a considerable ~~number of~~ owners of property on the

great Avenues and Streets, west of Broadway, Central Park, 8th Avenue and the Harlem River, appeal to the Mayor of New York to veto the resolution passed by the Common Council, granting a franchise to the 3rd Avenue Rail-road Company over certain streets and avenues, north of Manhattan Street, for the following reasons:-

All the great Avenues west of Central Park and the upper west side have been acquired, constructed and improved at the cost of the owners of property fronting thereon, and

Whenever the Mayor, Aldermen and Commonalty seek to grant a franchise for public transit over these Avenues, the owners of property thereon, and all the inhabitants of the region adjacent thereto, are of right entitled to demand that such franchise shall only be given to that corporation which can furnish the greatest accommodation of transit to all the people, over a continuous tramway, in a continuing car from any point on these Avenues to any other point.

The whole people of the west side are, of inherent right, entitled primarily to a way of transit unbroken from end to end of these great Avenues, unvexed by a

useless, compulsory transfer.

The corporation to which the resolution grants this franchise, cannot furnish unbroken, continuous direct transit to all or any of the people on the west side, and the result will be, if approved by you, to cut asunder the right of way for all time, over these great avenues at Manhattan Street, subjecting the people to transfers and delays wholly needless and vexatious, and to the payment of double fare, for any distance great or small, north or south of that street.

To make this grant will be a cruel robbery of the natural personal and property rights of half the people of this great City.

It will subject them without gain to tribute to a merciless corporation.

It will prevent the direct transit the people require.

It will impede the improvement of the whole west side.

It is a crime against the people to make this grant to a corporation powerless to provide continuous direct transit over any one of the great Avenues of the west side, in defiance of the pending application before the Board of Aldermen of the Metropolitan

Company, owning with one exception all the great continuous lines of tramway on the west side, to provide the continuous, direct, more rapid transit needed and required by all the people of the west side, through a service in every way superior to any possible attempt of the 3rd Avenue Company.

Respectfully Yours

Geo. F. Gantz

I have no stock or bond
or interest of any kind
in either Road



Poland Spring House,

Hiram Ricker & Sons.

Incorporated.

South Poland, Me. Sept., 2, 189



MAINE STATE BUILDING.
5. FROM WORLDS FAIR.

Dear Sir: -

I regret that my time did not permit me to put the objections outlined to you on Saturday, in better and more forcible shape. But I hope they are so stated they may receive your careful consideration.

No doubt you understand the Metropolitan Company, in deference to the sentiment of inhabitants of avenue St. Nicholas above 145th street, modified their application by omitting that part of that avenue, and turning over 145th street to the Boulevard.

If you should feel confirmed in your idea of the importance of preserving avenue St. Nicholas from use by car tracks, I have no doubt the Metropolitan Company would willingly make their connection ^{and the Boulevard, through Manhattan} between Manhattan avenue and 125th street.

It seemed to be in your mind that avenue St. Nicholas leads directly into the Driveway. On inspection of the map you will find it does not. St. Nicholas Place, from 145th street, where avenue St. Nicholas diverges, to the west, is the direct route. Then, too, Edgcombe avenue is in direct line from 135th street, at avenue St. Nicholas, together with Broadhurst avenue, to the entrance of the Driveway; ^{when ~~to~~ ~~revert~~} I think you will clearly see, on looking the matter over,



Poland Spring House,

Hiram Ricker & Sons.

Incorporated.

South Poland, Me. # 2. 189



MAINE STATE BUILDING.
FROM WORLDS FAIR.

that Broadhurst avenue must be extended to the Driveway from 155th street, forming the most accommodating entrance to it on the ^{low level} Boulevard. x

The law creating the park between Edgecombe and Broadhurst avenues made Edgecombe avenue a parkway. These two avenues will therefore become attractive as entrances to the driveway on either side of the park, commonly called "Colonial."

Really, Mr. Mayor, there is every possible reason why this franchise should be granted to the Metropolitan Company, and no tenable reason why the Third avenue company shall get it.

The Third avenue company, as now operated over Amsterdam avenue, offers no convenience on the greater part of two days of the week, Saturday and Sunday, to the people above 125th street, being thronged by dwellers of the east side attracted by the beer gardens and shows of Fort George, to the exclusion of inhabitants of the vicinity.

The police will tell you that many of the wandering crowd of these two days are quarrelsome and dangerous.

It does not seem fair or just that more of this kind of visitors should be invited to the invasion of private rights, the city having no public grounds of consequence ^{on the west side} for their entertainment as it has on the east side.



Poland Spring House,

Hiram Ricker & Sons.
Incorporated.

South Poland, Me. #3. 189



MAINE STATE BUILDING.
FROM WORLD'S FAIR.

The Third Avenue Company should never have been allowed to gain a foot-hold in Amsterdam avenue. The franchise was granted by the Common Council in the year 1851 to the Ninth Avenue Railroad Company, now leased and operated by the Metropolitan, to construct a horse road over tenth avenue to the end of the Island. When some fifteen or more years ago, the Ninth Avenue Company, sought permission of the Department of Public Works, to lay their tracks to Manhattanville. Henry Hall, then president of the Third Avenue Company, began intriguing to prevent it, and the end of that intrigue was that the Ninth Avenue Company weakly surrendered its right above Manhattan St. as a purchase of peace below. Because of that weak surrender to crafty greed, the rights of the people on all the other avenues, ought not to be grabbed away from them, as a consequence of that barter.

Respectfully,

To Hon. William L. Strong,

Mayor of New York.

Sept. 2/95

Franchise
Met. Co.

2

...of that week...
...the right above Manhattan St. as a purchase of bonds below...
...and the bid of that intrigue was that the Ninth Avenue Company...
...President of the Third Avenue Company...
...Public Works to pay their...
...the Ninth Avenue Company...
...tenth Avenue...
...founded and operated by the Metropolitan...
...now controlled in the year 1881 to the Ninth Avenue Railroad Company...
...took hold in Manhattan Avenue...
...the franchise was...
...should have been allowed to gain...

O F F I C E

of

THE FIFTIETH STREET, ASTORIA FERRY AND
CENTRAL PARK RAILROAD COMPANY

5 Beekman Street, N.Y.

-----:0:-----

To

His Honor the Mayor, and the

Honorable Board of Aldermen of the City of New York:

Your petitioner, The Fiftieth Street, Astoria Ferry and Central Park Railroad Company, is a corporation organized in 1890 under the laws of the State of New York for the purpose of constructing and operating much needed railroad facilities for passenger transportation - especially across town - in the City of New York.

Your petitioner has expended in the neighborhood of Ten thousand dollars in cash in its incorporation and in obtaining consents of property owners along its route.

One of the routes of your petitioner is designed to carry passengers from and to the Astoria Ferry at East Ninety-second street, via Avenue A., East Ninety-third street, First Avenue, East Ninety-sixth street, Madison Avenue, East Ninety-seventh street, the transverse road crossing Central Park from East to West Ninety-seventh street Eighth avenue and West Ninety-sixth street to the Hudson River.

On this one of its routes your petitioner secured

the consents of a large majority of the assessed value of the property abutting thereon.

Your petitioner in the year 1891 applied to the Commissioners of Public Parks for their consent to the construction and operation of its railroad upon the portions of its routes located upon the territory under their jurisdiction - the transverse road through Central Park designed to connect East and West Ninety-seventh streets, was not then, nor has it been since, in suitable condition for laying thereon the tracks of your petitioner's railroad --of late, however, work to render that transverse road serviceable to public traffic has been in progress and is now well advanced towards completion --.

In the matter of the application of the Third Avenue Railroad Company to the Honorable Board of Aldermen for its consent to the construction and operation of certain proposed extensions and branches of its railroad, now pending before that Honorable body, your petitioner desires to call the attention of your Honor and of that Honorable body to the fact that the branch described as follows: "from the junction of Third avenue and East "Ninety-third street, running thence Easterly through and "along East Ninety-third street to Avenue A., thence "Southerly through and along Avenue A. to East Ninety-second street" together with the branch described as follows: "from the junction of Third avenue and East Ninety-sixth "street, running thence Westerly through and along East

"Ninety-sixth street to Madison avenue, thence Northerly
"through and along Madison avenue to East Ninety-seventh
"street, thence through and along East Ninety-seventh
"street to the Westerly side of Fifth avenue, thence
"through and along the transverse road through Central Park
"at Ninety-seventh street to Central Park West or Eighth
"avenue, thence across Central Park West or Eighth avenue
"and along West Ninety-seventh street to Columbus avenue,
"thence Southwardly along Columbus Avenue to West Ninety-
"sixth street, thence Westwardly along West Ninety-sixth
"street to the Hudson River", is practically a duplication
of the portion of the route of your petitioner hereinbefore
described and could be adopted by your petitioner without
detriment to the public serviceability of your petitioner's
railroad.

Your petitioner does not oppose, in the furtherance
of its own interests, the granting of the consent of the
Honorable Board of Aldermen to a beneficial system of
public conveyance, but it holds, that in the public in-
terest, sanction, if given, should be so formulated that
full opportunity be allowed your petitioner to compete at
the public auction of the right, franchise and privilege
of using the streets described in the two branches embraced
in the application of the Third Avenue Railroad Company to
which reference is made, whenever they shall be offered for
sale by the City's Comptroller, not only to enable your
petitioner to protect its work and investments, but also

that by such competition, the highest possible compensation for such right, franchise and privilege may be realized by the City's Treasury.

Your petitioner therefore earnestly petitions your Honor and the Honorable Board of Aldermen, should they see fit to sanction the application of the Third Avenue Railroad Company, to so frame such sanction that the two branches set forth and described in the said application as follows:

Also from the junction of Third Avenue and East Ninety-third street, connecting there by suitable curves, switches and appliances with the company's railroad upon Third Avenue; running thence easterly through and along East Ninety-third street to Avenue A; thence southerly through and along Avenue A to East Ninety-second street.

Also from the junction of Third Avenue and East Ninety-sixth street, connecting there by suitable curves, switches and appliances with the company's railroad upon Third Avenue; running thence westerly through and along East Ninety-sixth street to Madison Avenue; thence northerly through and along Madison Avenue to East Ninety-seventh street; thence through and along East Ninety-seventh street to the westerly side of Fifth Avenue; thence through and along the transverse road through Central Park at Ninety-seventh street, upon obtaining the consent of the Department of Public Parks, to Central Park West, or Eighth Avenue; thence across said Central Park West, or Eighth Avenue, and along West Ninety-seventh street to Columbus Avenue; thence southwardly along Columbus Avenue to West Ninety-sixth street; thence westwardly along West Ninety-sixth street to the Hudson River.

together with the consent of the local authorities to run on Third Avenue between East Ninety-third and East Ninety-sixth Streets, - a distance less than one thousand feet --- be sold separately and distinctly from the sale of other branches and extensions set forth and described in the said application -- since, should all the branches and extensions embraced in the said application be grouped and disposed of simultaneously in one parcel, your petitioner would be debarred from bidding at such sale, because the branches and extensions desired by the Third Avenue Railroad Company, other than those hereinabove described, are detached and remote from any portion of the route of the proposed railroad of your petitioner and could not be

that by such competition, the highest possible compensation for such right, franchise and privilege may be realized by the City's Treasury.

Your petitioner therefore earnestly petitions your Honor and the Honorable Board of Aldermen, should they see fit to sanction the application of the Third Avenue Railroad Company, to so frame such sanction that the two branches set forth and described in the said application as follows:

Also from the junction of Third avenue and East Ninety-third street, connecting there by suitable curves, switches and appliances with the company's railroad upon Third avenue; running thence easterly through and along East Ninety-third street to Avenue A; thence southerly through and along Avenue A to East Ninety-second street.

Also from the junction of Third avenue and East Ninety-sixth street, connecting there by suitable curves, switches and appliances with the company's railroad upon Third avenue; running thence westerly through and along East Ninety-sixth street to Madison avenue; thence northerly through and along Madison avenue to East Ninety-seventh street; thence through and along East Ninety-seventh street to the westerly side of Fifth avenue; thence through and along the transverse road through Central Park, at Ninety-seventh street, upon obtaining the consent of the Department of Public Parks, to Central Park, West, or Eighth avenue; thence across said Central Park, West, or Eighth avenue, and along West Ninety-seventh street to Columbus avenue; thence southwardly along Columbus avenue to West Ninety-sixth street; thence westwardly along West Ninety-sixth street to the Hudson River.

together with the consent of the local authorities to run on Third Avenue between East Ninety-third and East Ninety-sixth Streets, - a distance less than one thousand feet --- be sold separately and distinctly from the sale of other branches and extensions set forth and described in the said application -- since, should all the branches and extensions embraced in the said application be grouped and disposed of simultaneously in one parcel, your petitioner would be debarred from bidding at such sale, because the branches and extensions desired by the Third Avenue Railroad Company, other than those hereinabove described, are detached and remote from any portion of the route of the proposed railroad of your petitioner and could not be

operated in connection therewith.

And your petitioner will ever pray &c., &c.

The Fiftieth Street, Astoria Ferry
and Central Park Railroad Company
By

October 4th. 1895.

Fred A. Bartlett Secretary.

REGENT LINEN * W.S.B.

Oct. 4/95

In the Matter of the applica-
tion of the Third Avenue Rail-
road Company for consent of
the Board of Aldermen to cer-
tain branches and extensions
of its railroad

To
His Honor, the Mayor, and the
Honorable Board of Aldermen
of the City of New York

Petition of the Fiftieth
Street, Astoria Ferry and
Central Park Railroad Com
pany.

1.

3

Metropolitan Street Railway Company
Cable Building,
621 Broadway,

President's Office,

H. H. Vreeland, President.

New York, October 21st, 1895.

Hon. Job Hedges, Secretary,
Mayor's Office, New York.

Dear Sir:

Your favor of the 16th inst. (together with attached letter from the West Side Tax Payers Association, which is returned herewith), addressed to the Hon. John D. Crimmins, is referred to me.

Early in the history of the operation of the 53rd Street section of the Columbus Ave. cable road there was a collision between a Columbus Ave. cable car and one of the cars of the 8th Avenue Railroad Company at 53rd Street and 8th Avenue. Orders were issued to the gripmen that the cars going in either direction on 53rd Street were to approach either crossing under perfect control, and not to cross the crossing or intersecting avenue without having the car under full control.

Since this order has been in effect there has been no damage of any kind done at that point and frequently special inspectors are sent there to see that the order is complied with, and in case of non-observance of order, gripmen are suspended or dismissed.

Metropolitan Street Railway Company
Cable Building,
621 Broadway,

President's Office,

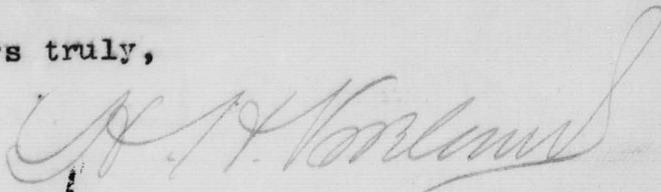
H. H. Creeland, President.

Hon. Job Hedges, No. 2.

We feel that under this regulation the crossing is made safe without the appointment of special guards as is necessary in case of abrupt curves, all of which are well guarded.

Trusting that this explanation will be satisfactory to his Honor the Mayor and to the Association, I remain,

Yours truly,



President.

NOTICE OF SALE OF STREET RAILROAD FRANCHISE.

NOTICE IS HEREBY GIVEN that the undersigned will sell at public auction on Thursday, the fourteenth day of November, 1895, at 12 o'clock noon, at the office of the Comptroller, Room 13 Stewart Building, No. 280 Broadway, in the City of New York, the right, franchise and privilege of constructing, maintaining, using and operating a street surface railroad as branches or extensions of the railroad of the Third Avenue Railroad Company, upon the streets and avenues of the City of New York, as authorized in the resolution of the Common Council hereinafter contained, with all necessary switches, turn-outs, turn-tables, power houses, stations, connections and stands for the proper and convenient working of the said railroad.

The conditions upon which and not otherwise the consent of the Common Council of the City of New York has been given to the construction, maintenance and operation of a street railway upon such streets and avenues are set forth in resolutions adopted by the Board of Aldermen on the 27th day of August, 1895, and approved by the Mayor on the 10th day of September, 1895, as follows:

WHEREAS, The Third Avenue Railroad Company, a corporation duly organized and existing under and by virtue of the Laws of the State of New York, for the purposes of providing street railroad facilities for compensation, in the City of New York, has heretofore made application, in writing, to the Common Council of the City of New York for consent to the construction, maintenance, use and operation of a street railway upon and through streets and avenues in said city, mentioned in said application presented the 2nd day of July,

1895, which application is in words and figures as follows, to wit:

“to the Honorable the Common Council of the City of New York:

The petition of the Third Avenue Railroad Company respectfully shows:

That your petitioner is a corporation duly organized and incorporated under the laws of the State of New York, and has constructed and now operates a line of railroad, extending, among other streets, upon the Bowery, Third Avenue, One hundred and Twenty-fifth street, Manhattan street and Tenth avenue, in the city of New York.

That your petitioner proposes to construct, maintain and operate a street surfacerailroad for public use in the City of New York, with double tracks connecting with the tracks of said company already constructed, and as branches or extensions thereof, upon and along the surface of streets, avenues and highways in the City of New York, as follows:

From the junction of Kingsbridge road or Broadway and West One hundred and sixty-second street, connecting there by suitable curves, switches and appliances with this company's railroad upon Amsterdam avenue; running thence northerly and northeasterly through and along Kingsbridge road or Broadway to and across the proposed new bridge over the Ship Canal; thence northerly through and along Kingsbridge road or Broadway from the proposed new bridge over the Ship Canal to and across the bridge over Spuyten Duyvil Creek at Broadway, thence northerly from the bridge over Spuyten Duyvil Creek at Broadway; through and along Broadway to the city line.

Also from the junction of West One hundred and twenty-fifth street and St. Nicholas Avenue, connecting there by suitable curves, switches and appliances with the company's railroad upon West One hundred and twenty-fifth street; running thence southerly on St. Nicholas avenue to a junction of said avenue with Manhattan avenue thence southerly and over and along Manhattan avenue to West One hundred and sixteenth street, with all the necessary connections, switches, turn-outs and cross-overs, sidings, turn-tables and suitable stands for the convenient working of said road and for the accommodation of the Company's cars which may run over the same.

Also from the junction of Kingsbridge road or Broadway and Riverdale avenue, running thence northwesterly and northerly, through, upon and along Riverdale avenue to the city line.

Also from the junction of Manhattan street and Eleventh avenue or Boulevard, connecting there by suitable curves, switches and appliances with this company's railroad upon Manhattan street, running thence northerly through, upon and along Eleventh avenue or Boulevard to the junction of Kingsbridge road or Broadway, at or near One hundred and sixty-ninth street, with all the necessary connection, switches, turn-outs, cross-overs, sidings, turn-tables and suitable stands for the convenient working of said road,

execute and deliver to the Comptroller of the City of New

and for the accommodation of the company's cars which may run over the same.

That your petitioner now owns and is operating in the city of New York, as a part of one system, fourteen miles of railroad or thereabouts.

That said proposed extensions and branches will be about eleven miles or thereabouts in length, and will become and be a part of said system and connected therewith.

That the construction of said railroad will greatly accommodate the public and promote the convenience thereof, and will afford additional and much needed facilities for travel to the territory through which said railroad will extend and will enable your petitioner to transport persons from all points on its system over this extension as a part of a continuous line to their destination for one fare.

That the railroad proposed to be constructed, extended and maintained and operated by your petitioner, as hereinbefore set forth, is intended to be operated by any motive power other than steam locomotive power, which now or hereafter may be lawfully used or employed on its route.

Your petitioner further shows that, pursuant to the laws of this State, it is necessary for it to obtain the consent of the Common Council of the City of New York, to enable it to construct, maintain and operate the railroad aforesaid, and, accordingly, your petitioner now applies to your Honorable Body for such consent.

Your petitioner further states and stipulates as a part of this petition, inasmuch as the portion of the route hereinbefore described, which lies north of One hundred and twenty-fifth street and Manhattan street is separated from the portion of said route which lies south of said streets by those portions of One hundred and twenty-fifth street and Manhattan street which lie between Eleventh avenue or the Boulevard, and St. Nicholas avenue, upon which your petitioner already owns and operates a street surface railroad, that, in case this petition is granted and a sale is made of the franchises therein described, the petitioner will deliver to the successful bidder at said sale a conveyance granting, for one dollar per annum as rental the right, and privilege of using perpetually the tracks of the Third Avenue Railroad Company upon One hundred and twenty-fifth street, and Manhattan street, between Eleventh avenue, or Boulevard and St. Nicholas avenue, for the purpose of operating its cars, and the right to operate such tracks by any motive power which said successful bidder may lawfully be authorized to employ and to make all track connections which may be requisite and necessary to connect said extension with the tracks of the Third Avenue Railroad Company at the junction of Manhattan street and Eleventh avenue, or Boulevard, and at the junction of St. Nicholas avenue with One hundred and twenty-fifth street.

And your petitioner further stipulates and agrees as a part of this petition and as a condition by which it shall be bound in case this petition is granted and the sale of said franchises is accordingly made, that it will execute and deliver to the Comptroller of the City of New

and for the accommodation of the company's cars which may run over the same.

That your petitioner now owns and is operating in the city of New York, as a part of one system, fourteen miles of railroad or thereabouts.

That said proposed extensions and branches will be about eleven miles or thereabouts in length, and will become and be a part of said system and connected therewith.

That the construction of said railroad will greatly accommodate the public and promote the convenience thereof, and will afford additional and much needed facilities for travel to the territory through which said railroad will extend and will enable your petitioner to transport persons from all points on its system over this extension as a part of a continuous line to their destination for one fare.

That the railroad proposed to be constructed, extended and maintained and operated by your petitioner, as hereinbefore set forth, is intended to be operated by any motive power other than steam locomotive power, which now or hereafter may be lawfully used or employed on its route.

Your petitioner further shows that, pursuant to the laws of this State, it is necessary for it to obtain the consent of the Common Council of the City of New York, to enable it to construct, maintain and operate the railroad aforesaid, and, accordingly, your petitioner now applies to your Honorable Body for such consent.

Your petitioner further states and stipulates as a part of this petition, inasmuch as the portion of the route hereinbefore described, which lies north of One hundred and twenty-fifth street and Manhattan street is separated from the portion of said route which lies south of said streets by those portions of One hundred and twenty-fifth street and Manhattan street which lie between Eleventh avenue or the Boulevard, and St. Nicholas avenue, upon which your petitioner already owns and operates a street surface railroad, that, in case this petition is granted and a sale is made of the franchises therein described, the petitioner will deliver to the successful bidder at said sale a conveyance granting, for one dollar per annum as rental the right, and privilege of using perpetually the tracks of the Third Avenue Railroad Company upon One hundred and twenty-fifth street, and Manhattan street, between Eleventh avenue, or Boulevard and St. Nicholas avenue, for the purpose of operating its cars, and the right to operate such tracks by any motive power which said successful bidder may lawfully be authorized to employ and to make all track connections which may be requisite and necessary to connect said extension with the tracks of the Third Avenue Railroad Company at the junction of Manhattan street and Eleventh avenue, or Boulevard, and at the junction of St. Nicholas avenue with One hundred and twenty-fifth street.

And your petitioner further stipulates and agrees as a part of this petition and as a condition by which it shall be bound in case this petition is granted and the sale of said franchises is accordingly made, that it will execute and deliver to the Comptroller of the City of New

WHEREAS, said Railroad Committee have rendered a report to said Common Council in favor of the granting of said application: now, therefore, pursuant to law, it is

RESOLVED, that the consent of the Common Council of the City of New York be and it is hereby given to the construction, use and operation of the street surface railway upon and over the streets and avenues mentioned in said application, upon the conditions hereinafter named and as branches or extensions of the Third Ave. R.R. Co., that is to say:

"From the junction of Kingsbridge road or Broadway and West One Hundred and Sixty-second street, connecting there by suitable curves, switches and appliances with this company's railroad upon Amsterdam avenue; running thence northerly and northeasterly through and along Kingsbridge road, or Broadway, to and across the proposed new Bridge over the Ship Canal; thence northerly through and along Kingsbridge road or Broadway, from a proposed new bridge over the Ship Canal to and across the bridge over Spuyten Duyvil Creek, at Broadway; thence northerly from the bridge over Spuyten Duyvil Creek, at Broadway, through and along Broadway to the City line.

Also from the junction of West One hundred and Twenty-fifth street and St. Nicholas avenue, connecting there by suitable curves, switches and appliances with the company's railroad upon West One hundred and Twenty-fifth street, running thence southerly on St. Nicholas avenue to a junction of said avenue with Manhattan avenue; thence southerly and along Manhattan avenue to West One hundred and Sixteenth street, with all the necessary connections, switches, turn-outs, cross-overs, sidings, turn-tables and suitable stands for the convenient working of said road and for the accommodation of the company's cars which may run over the same.

Also from the junction of Kingsbridge road or Broadway, and Riverdale avenue, running thence northwesterly and northerly through, upon and along Riverdale avenue to the City line.

Also from the junction of Manhattan street and Eleventh avenue, or Boulevard, connecting there by suitable curves, switches and appliances with this company's railroad, upon Manhattan street; running thence northerly through, upon and along Eleventh avenue or Boulevard, to the junction of Kingsbridge road, or Broadway, at or near One hundred and Sixty-ninth street, with all the necessary connections, switches, turn-outs, cross-overs, sidings, turn-tables and suitable stands for the convenient working of said road, and for the accommodation of the company's cars which may run over the same, are stated in its statement, filed and made part hereof. Such consent to be subject in modification by the local authorities; and be it further

RESOLVED, that the conditions upon which, and not otherwise, the consent is hereby given shall be and are as

follows; to wit:

First:—That the right, privilege and franchise of using the said streets and avenues to construct, maintain, use and operate a street surface railroad upon the said streets as branches or extensions of the road of the applicant, shall be sold at public auction to the bidder which shall be a duly incorporated railroad corporation of this State, organized to construct, maintain and operate a street railroad in the city, for which such consent may be given and which will agree to give the largest percentage per annum of the gross receipts of such branches or extensions, as defined by Section 93 of the Railroad Law, with adequate security by a bond or undertaking in writing and under seal, in such form and amount and with such conditions and sureties as shall be required and approved by the comptroller of said city for the fulfillment of said agreement, and for the commencement and completion of such road according to the plan or plans and on the route fixed for its construction within the time designated and prescribed therefore by law applicable thereto.

Second:—That the bidder to which the said sale shall be made shall construct and put in operation a street railroad upon said branches or extensions, with all the necessary equipments and fixtures, the motive power to be used thereon to be horse or cable power, or any other power other than steam locomotive power, which other power may be consented to by the State Board of Railroad Commissioners, but no overhead trolley shall be used south of One hundred and Sixty-second street nor north of One hundred and Sixty-second street for a longer period than ten years after it shall have been first employed. The material to be of the best possible character, and the plans of street construction, turn-tables and turn-out to be subject to the approval of the Commissioner of Public Works of said City.

Third:—That the cars shall be run upon said branches or extensions at least as frequently as required by the ordinances of the City of New York, and if the right to construct or operate such branches or extensions shall be purchased at said sale by the company applying for this consent, the same shall be operated as a part of a continuous line of the applicant so as to enable any passenger by transfer, tickets or otherwise to obtain the benefit of a continuous ride for one fare to or from any point on said branches or extensions, and any point on the lines of railroad of the company applying for this consent, whether the same be owned or leased by said company. And if the right to construct said branches or extensions shall be purchased at said sale by any corporation other than the applicant for this consent, the said purchaser shall deliver and receive passengers at the point of junction with the road of the applicant upon a division of earnings from such joint business, in the proportion that the length of the extensions or branches sold shall bear

to the entire length of the road of the company applying for this consent whether owned or leased, together with the mileage of such branch or extension. And if the right to construct or operate such branches or extensions shall be purchased by the company applying for this consent the percentage to be paid upon the gross receipt on behalf of such branches or extensions shall be calculated on such portion of the gross receipts of the applicants as shall bear the same proportion to the whole amount thereof as the length of such extensions or branches shall be to the entire length of its road, owned or leased.

Fourth:—That no passenger shall be charged more than five cents for a continuous ride from or to the above branch or extension under the condition as to connections hereinbefore provided.

Fifth:—That the company receiving the franchise and operating said railroad shall at all times keep the street between its tracks and two feet beyond the rail at each side, clean and free and clear from dirt and snow, the said dirt and snow to be removed by said railroad company within such period of time as may be required by the Commissioner of Street Cleaning and if not so removed and carried to the dumps, the same may be taken away by the Commissioner of Street Cleaning, the expense involved to be charged to the railroad company, and collected by the Comptroller in the manner by which moneys due the City are collected under the law.

Sixth:—That the Commissioner of Street Cleaning for the purpose of removing snow shall be permitted to use the tracks of the railroad company along the entire line of the road with its connections, between the hours of one o'clock a. m. and 5 o'clock a. m. using on said roads proper vehicles, running on said tracks to points along the line, or to the end of the route, if deemed necessary; such use of the tracks not to interfere, however, with the operation of the cars of the said railroad company or its schedule of time or the regular cars.

Seventh:--That said railroad company shall pave the streets along the routes between the rails of its tracks and two feet in width outside of its tracks, to conform in all respects in character of the pavements laid down on said street or streets and keep the same in proper condition and repair; and if not so done the Commissioner of Public Works to have it done at the expense of the said railroad company the amount to be collected by the Comptroller under due process of law.

Eighth:—That the said railroad company shall apply to each car a proper fender and wheel guard conformably to such laws and ordinances as may hereafter be enacted or adopted by the State or City authorities.

Ninth:--That all cars of said Railroad Company shall be properly and sufficiently heated during cold weather, a failure to so heat the cars to subject the company to a penalty of ten dollars (\$10) per day for each car not so heated.

Tenth:—That all laws or ordinances now in force,

or which may be modified or adopted, affecting the surface railroads operating in this city, shall be strictly complied with, and especially Article IV of the General Railroad Law.

Eleventh:—This consent is given upon the further conditions that the successful bidder at said sale, to whom this consent for the construction and operation of said branches or extensions shall be awarded, shall deposit at the time of said sale, with the Comptroller of said city conducting the sale, to the order of the Mayor, the sum of \$250,000., which shall be by the said Mayor deposited in a trust company or national bank of the City of New York, to be selected by the said Mayor, as a special deposit subject to the following conditions:

Said moneys to be held as security that the said railroad, to construction of which consent is hereby given, shall be in good faith built and put in operation as contemplated by this consent within the time or times fixed by law, and as expenditure upon said railroad for property, fixtures, machinery, street-work, equipment and franchises shall progress, said especial deposit shall be subject to drafts of the corporation engaged in said work upon certificate of the Commissioner of Public Works that an amount equal to the amount drawn from time to time from said funds has been expended in good faith upon or for the purposes of said railroad as herein in this section provided, and if, within the time prescribed by law from the time of said sale, said road shall not have been constructed and be in operation, over the entire line or route, the said fund then on deposit shall be forfeited to said city, and in case of failure on the part of any successful bidder at said sale to make such deposit at the time of such sale a resale shall be immediately made upon the terms and conditions herein provided.

Twelfth:—This consent is given upon the further condition that the Third Avenue Railroad Company shall deliver to the successful bidder, if other than itself, at said sale a conveyance granting, for one dollar per annum as rental, the right and privilege of using perpetually the tracks of the Third Avenue Railroad Company upon One hundred and twenty-fifth Street and Manhattan Street, between Eleventh Avenue, or Boulevard, and St. Nicholas Avenue, for the purpose of operating its cars, and the right to operate such tracks by any motor power which said successful bidder may lawfully be authorized to employ, and to make all track connections which may be requisite and necessary to connect said extensions with the tracks of the Third Avenue Railroad Company at the junction of Manhattan Street and Eleventh Avenue, or Boulevard, and at the junction of St. Nicholas Avenue with one hundred and twenty-fifth Street.

That the Third Avenue Railroad Company shall be obligated to bid, as a condition of the granting of these

resolutions, in addition to the three per cent of its gross receipts required by statute to be annually paid for the first five years after the construction and operation of said branches or extensions and in addition to the five per cent in like manner required to be paid after said five years not less than two per cent. of the gross receipts per annum upon said extension.

That the Third Avenue Railroad Company, as a further condition of the granting of these resolutions, shall be obligated, in case it shall be the successful bidder, at said sale, to pay into the City Treasury the sum of \$250,000. in cash, within thirty days from the date when it shall have acquired the right to build said extension and branches as aforesaid.

That the Third Avenue Railroad Company within thirty days from the granting of these resolutions shall execute and deliver to the Comptroller of the City of New York a bond in the penal sum of Fifty thousand dollars, obligating said Third Avenue Railroad Company to fully perform each and every of the provisions and conditions on its part to be performed, and in this subdivision of these resolutions set forth, otherwise the resolutions shall be wholly inoperative and without effect."

In accordance with the provisions of the aforesaid resolutions and in compliance with the requirements of the statute, I hereby give notice:

1. That no bid will be received at said sale, except from a duly incorporated railroad corporation of this State, organized to construct, maintain and operate a street railroad in the city for which such consent may be given.

2. That no bid will be received from such corporation unless, at least five days prior to the day fixed for such sale, or five days prior to the day to which such sale shall have been duly adjourned, the corporation shall have filed with the Comptroller or other chief fiscal officer of this city, a bond in writing and under seal, with sufficient sureties to be approved by

such Comptroller or officer, conditioned that if such right, franchise and privilege shall be sold to such corporation, to pay to the city where such railroad is situated the sum of Fifty thousand dollars as liquidated damages and not by way of penalty in the event of the failure of such bidder to fulfill the terms of sale, comply with the provisions of this article pertinent thereto, and complete and operate its railroad according to the plan or plans and upon the route and routes fixed for its construction within the time hereinafter designated for the construction and completion of its railroad and also conditioned to pay to the corporation first applying for the consent, if it shall not be the successful bidder, the necessary expenses incurred by such corporation prior to the sale pursuant to requirement and direction of the local authorities, within twenty days after such sale and upon the certificate of the Comptroller or other officer conducting the same as to the sum or amount to be paid.

3. In addition to the percentage bid by it on the sale, the purchaser will be liable to pay annually into the City Treasury for the first five years three per cent., thereafter five per cent., of its gross receipts, as required by section 95 of the "Railroad Law", calculated upon the basis provided for extensions in said law; and no bid will be accepted unless it be of a percentage additional to the said percentage provided for by said law.

4. In view of the failure of the City heretofore in many cases to secure the benefits expected from the sale of street railroad franchises by reason of purchasers at said sale failing to construct and operate the roads upon various pretexts, I call attention to the fact that the purchaser at said sale and his sureties so far as the condition "if such right, franchise and privilege shall be sold to such corporation to pay to the City of New York the sum of Fifty dollars (\$50,000.) as liquidated damages, and not by way of penalty, in the event of the failure of such bidder to fulfill the terms of sale, comply with the provisions of law pertinent thereto, and construct, complete and operate its railroad according to the plan or plans and upon the route and routes fixed for its construction within the time designated by law for the construction and completion of its railroad" is concerned, assume all responsibility of obtaining consents of property owners and constructing and putting in operation the said railroad within three years after said consents shall have been obtained.

NOTICE IS FURTHER GIVEN, that the successful bidder upon such sale will be required to give adequate security by executing a bond in writing and under seal in such forms and amount and with such conditions and sureties as may be required and approved by the Comptroller for the fulfillment of the agreement for the payment of the percentage per annum of the gross receipts of such

corporation as shall have been agreed to by the said successful bidder, and for the commencement and completion of its railroad within the time by law designated, and according to the plan or plans, and on the route or routes fixed for its construction.

A form of the bond or undertaking which is required to be given by the successful bidder is now on file in the office of the Comptroller of the City of New York.

Said sale is upon the further condition that all provisions of law applicable to said railroad shall be by the purchaser at said sale duly complied with.

Dated, New York, October 21st, 1895.

ASHBEL P. FITCH,
Comptroller.

Finance Department, Comptroller's Office.

1.

**THE
THIRD AVENUE RAILROAD COMPANY.**

KINGSBRIDGE EXTENSION.

NOTICE OF SALE
OF
STREET RAILWAY FRANCHISE.

Dated, October 21st, 1895.

HOADLY, LAUTERBACH & JOHNSON,
Counsellors-at-Law,
22 William Street, New York City.

Mr. Mayor Strong. As one of the Committee who sent out the enclosed Circular, I think it may throw great light on the matter before you. Most respectfully Ferdinand Bohmeyer 817 Courtland Ave N.Y. City

Facts for Property Owners.

COMMISSIONER HEINTZ'S PATRIOTIC STAND AGAINST THE GREED
OF A RAILROAD MONOPOLY. HIS MANLY LETTER
TO THE STATE SENATE.

THE "HUCKLEBERRY" FREED BY FAVORITISM FROM THE PAVING OF TRIRTY-SIX
MILES OF STREETS OVER WHICH NEW FRANCHISES WERE GRANTED
IN 1892, AND ONE MILLION, TWO HUNDRED THOUSAND DOLLARS
THUS SADDLED UPON ABUTTING PROPERTY OWNERS.

NO BOND AND NO PERCENTAGES TO THE CITY. THE PEOPLE AROUSED AND
DETERMINED THAT THE TWENTY-THIRD AND TWENTY-FOURTH
WARDS MUST NOT BE ROBBED OF THEIR RIGHTS.

PROPOSED ACTION OF THE BOARD OF ALDERMEN.

In relation to the application now before the Board of Aldermen, to amend the "Huckleberry" charter, it is essential that the exact facts should be understood and that it should be known that the proposed amendment does not seek to disturb any existing conditions of street railroad transit in the 23d and 24th Wards, but only to compel the construction of railroads under proper conditions, on the streets and avenues on which the "Huckleberry" has held franchises for many years. We earnestly request examination of the following facts:

In 1892, that company held twenty-one miles of franchises for over twenty years, but had only constructed about nine miles of railroad in all that time. Notwithstanding the twelve miles of franchise left thus unused, the company in 1892 had the "Huckleberry Bill" passed in Albany, exempting the said company from the obligations of the railroad laws, which require such railroads to pave and keep in permanent repair, the roadbed on which they run, between the tracks,

W. W. Maynor Strong. As one of the Committee who sent out the enclosed Circular below, I think it may throw great light on the matter before you.
Most respectfully

*Herdimond Bohmerff
817 Courtland ave
N. Y. City*

Facts for Property Owners.

COMMISSIONER HEINTZ'S PATRIOTIC STAND AGAINST THE GREED
OF A RAILROAD MONOPOLY. HIS MANLY LETTER
TO THE STATE SENATE.

THE "HUCKLEBERRY" FREED BY FAVORITISM FROM THE PAVING OF TRIRTY-SIX
MILES OF STREETS OVER WHICH NEW FRANCHISES WERE GRANTED
IN 1892, AND ONE MILLION, TWO HUNDRED THOUSAND DOLLARS
THUS SADDLED UPON ABUTTING PROPERTY OWNERS.

NO BOND AND NO PERCENTAGES TO THE CITY. THE PEOPLE AROUSED AND
DETERMINED THAT THE TWENTY-THIRD AND TWENTY-FOURTH
WARDS MUST NOT BE ROBBED OF THEIR RIGHTS.

PROPOSED ACTION OF THE BOARD OF ALDERMEN.

In relation to the application now before the Board of Aldermen, to amend the "Huckleberry" charter, it is essential that the exact facts should be understood and that it should be known that the proposed amendment does not seek to disturb any existing conditions of street railroad transit in the 23d and 24th Wards, but only to compel the construction of railroads under proper conditions, on the streets and avenues on which the "Huckleberry" has held franchises for many years. We earnestly request examination of the following facts:

In 1892, that company held twenty-one miles of franchises for over twenty years, but had only constructed about nine miles of railroad in all that time. Notwithstanding the twelve miles of franchise left thus unused, the company in 1892 had the "Huckleberry Bill" passed in Albany, exempting the said company from the obligations of the railroad laws, which require such railroads to pave and keep in permanent repair, the roadbed on which they run, between the tracks,

the rails of the tracks, and two feet outside of the tracks, or in other words, seventeen feet in width, of the roadbed.

The Company was also exempted from setting the franchise up to public auction, also from giving a bond in \$50,000 to the City that the road would be built within the legal limit of time; also from paying to the City three per cent. of its gross receipts for the first five years and five per cent. thereafter in perpetuity, but instead it was only required to pay one per cent. of its gross receipts after they had reached \$1,700 a day.

But what perhaps the people of the 23d and 24th Wards are most immediately concerned in is the provision exempting the company from paving and keeping in permanent repair seventeen feet of the roadbed. This is a matter of direct tax falling on the abutting property owners which should be paid by the railroad. It is estimated that the Company was thus relieved of paying \$1,200,000, which sum, unless the charter be modified, will now fall upon the property owners along the route.

Now bear in mind that in 1892 the company had twenty-one miles of franchise and was only operating nine miles.

When the "Huckleberry Bill" was introduced in 1892 granting the immunities above referred to, great opposition arose to it; the point in dispute was: Did these exemptions apply only to the then existing franchises of twenty-one miles or did they extend to all new lines which that road might acquire in the future?

The "Huckleberry" people asserted most positively that as a matter of course, they only applied to the roads and lines as they then existed, and did not and could not apply to any new lines which they might seek, and that if any new lines were obtained from the Board of Aldermen, it would be on the condition that the company should pave and keep in permanent repair, the streets and avenues through which they ran, pay the statutory percentage to the City, give the bond above mentioned, and comply in every respect with the General Railroad Law.

The late Louis J. Heintz was then Commissioner of Street Improvements, and in the midst of the controversy, the State Senate passed a resolution, which is to be found in the Senate Journal, of 1892, at page 568, and which bears date March 15th, 1892, and which inquires of him as follows:—

"Is this Bill in any respect detrimental to the rights and interests of the City, or to the taxpayers of the 23rd and 24th Wards, and ought the same to become a law?"

Commissioner Heintz, in his reply, also to be found in the Senate Journal, among other things, states:

"Whatever privileges and immunities the company enjoys by virtue of these old franchises, I presume cannot now be interfered with, nor, as I understand it, is there any disposition to do so, but it is claimed that the effect of the bill in question is, not only to permit the company to retain all these rights and exemptions, but to extend them to all franchises which may be acquired by that corporation in the future.

"On the other hand, the advocates of the measure contend that the bill bears no construction of that character; that no such authority is conferred, and that all new franchises which

"the company may acquire, either directly or by consolation, must be subject to the provisions of the General Railroad Act of 1884, and the Acts supplementary thereto."

And in the same communication, he also says:—

"If the effect of the proposed law is that the company shall, as to all future franchises which it may acquire, be free from the provisions of the General Railroad Law, known as the 'Cantor Act,' and the Acts on the same subject supplemental thereto, then, most assuredly, the measure, if it becomes a law, would be 'detrimental to the rights and interests of the City, and to the taxpayers of the 23rd and 24th Wards.'"

And further, Commissioner Heintz says, in conclusion:—

"I assume that if found necessary, the bill will be perfected, so as to bring all future franchises which may be acquired by the company, under the provisions of the General Railroad Law."

With that understanding, so plainly announced by Commissioner Heintz, and openly asserted by the advocates of the bill, the measure became a law in April, 1892; yet, in the face of all this, the company, almost immediately after its passage, applied to the Board of Aldermen for twenty-nine miles of franchises over the main avenues and highways of the 23rd and 24th Wards, and without delay, procured from that body franchises with the exemptions from the General Railroad Law above referred to, which only a few weeks before they strenuously asserted and contended did not apply to new lines. These franchises were rushed through the Board of Aldermen, without the statutory publication in the City Record, which applies to all such resolutions. The statute requires that before such a resolution could be passed, it should be published in the City Record for at least five days. This was dispensed with. The object of the publication manifestly is to give notice to the public, to the city officials, and especially to the property owners in the district through which the railroad runs, whose pecuniary interests were seriously involved, for as before stated, by this omission and the immunities referred to, the property owners are now to be mulcted, in case this franchise stands, in the sum of over \$1,000,000.

The above official statement of the late Commissioner Heintz, so creditable to his memory, clearly shows that he was fully determined that the rights of the property owners should not be invaded by this corporation when acquiring twenty-nine miles of new territory; that it was enough to have these immunities and privileges apply to the old franchises of twenty-one miles, without extending them also to these recent acquisitions of twenty-nine miles of new franchise, and that when the company sought to acquire what was substantially a new plant, that it should not be permitted to lay a single track on any of these new lines without first agreeing to pave and keep in permanent repair the seventeen feet of the road-bed as provided by law, applicable to all railroads, give its bond of \$50,000, and comply with all the other requirements above referred to.

To emphasize the injustice of permitting this company to go scot free, the property owners need only be reminded that the "Huckleberry" Company, through its dummy, the Southern Boulevard Railroad Company, recently bid at the Comptroller's sale, what is equal to eight and one half per cent. of the gross receipts, and also agreed to pave the streets, etc. on the lines of

the People's Traction Company, which lines are not at all as valuable as the twenty-nine miles of lines on which they pay nothing, and on which it is exempt from paving the streets, etc. as before stated.

In addition to these twenty-nine miles, the "Huckleberry" received another franchise in December, 1892, on seven miles of streets in the 12th and 24th Wards, on which it enjoys similar exemptions.

THE REMEDY.

It is for the purpose of remedying these defects and omissions in the franchise, that a movement has been made and is now pending, on behalf of the property owners of the 23d and 24th Wards, to have the present Board of Aldermen amend the franchise for these twenty-nine miles which are not yet built upon, by requiring, first: that the company shall pave and keep in permanent repair the seventeen feet of the roadbed above referred to: shall give a bond in \$50,000 that these roads shall be completed within the time prescribed by law: that these franchises shall be set up to public auction like all other franchises granted since the passage of the "Cantor Act" in 1884: and that the three and five per cent. of gross receipts shall be paid to the City, as required by the General Railroad Law above referred to.

It is manifestly in the interest of all tax payers, that these amendments shall be made, and more especially to the interest of the property owners of the 23d and 24th Wards. By these amendments, moreover, the building of the roads will be more speedily completed, because the company will then be subject under its bond of \$50,000 to a strict compliance with the law and ordinances of the City.

The "Huckleberry" road is not now bound to the City in any sum whatever by a bond or otherwise, for the faithful performance of the work, nor does it pay, nor has it ever paid, one dollar into the City Treasury.

To the already heavily taxed property owners along the route of these twenty-nine miles the foregoing statement should especially appeal, and in their own interest, as well as in the interests of the public, they should actively participate in the movement to secure the amendment of the franchise granted to this company in 1892.

It is therefore incumbent upon you to manifest your interest in this matter, by your presence before the Railroad Committee of the Board of Aldermen, on ~~November 20th~~ ^{Dec 6th} 1895, at ~~two~~ ^{one} o'clock, at the Chambers of the Board of Aldermen in the City Hall.

PAUL G. DECKER,
JAMES R. ANGEL,
EDWARD A. ACKER,
FERDINAND BOHMER, JR.
OTTO SCHWENCK,
JOHN DE HART,
ALPHONSO RINSCHLER,
HERMAN SCHMUCK,
JOHN DAMM,

JOHN J. O'BRIEN,
MRS. CHR. WETZEL,
A. H. HORNICKEL,
FREDERICK ZELLING,
JAMES S. BYRANT,
J. WILSON BRYANT,
JOHN L. BURGoyNE,
JOHN SPAETH,
C. C. BIGELOW.

FROM RAILROAD COMMISSIONERS' REPORT
for 1895.

Sixth Avenue Railroad.

Capital Stock,		\$2,000,000.
Cost of road (as stated) <i>Groek & Woodruff Construction</i>		1,700,000. <i>620,605</i>
Income from all sources in 1895,		<u>\$ 171,860.</u>

(This is presumably the net income after deducting operating expenses, taxes, &c., &c. though none of these items is shown in report)

Paid dividends in 1895,		
9 per cent on \$2,000,000. =		<u>\$180,000.</u>
Deficit for 1895,		<u>\$ 8,139.</u>
Surplus A/c to June 30th, '94,	\$175,800.	
Sale of Real Estate,	<u>86,515.</u>	
	\$262,315.	
Distributed from Real Estate A/c	<u>20,000.</u>	<u>\$242,315.</u>
Total Surplus on June 30th, 1895,		<u>\$234,175.</u>

Length of road:	
59th St. to Canal and Varick Streets,	3.82 miles
Canal and Varick Streets to Broadway and Vesey St.	<u>1.12 "</u>
Total, double tracks,	4.94 miles.
	<u>100</u>

S T A T E M E N T.

This road earned net in 1895, (after paying all expenses, taxes, &c.) the equivalent of 5% interest on \$3,437,200. of Bonds. These earnings were from operation alone, and do not take into account any profits from Real Estate &c.

FROM RAILROAD COMMISSIONERS' REPORT
for 1895.

Eighth Avenue Railroad.

Capital Stock,		\$1,000,000.
Bonds (5%, due in 1914)		1,000,000.
	Total,	\$2,000,000.
Total cost, as reported,	<i>Truck & roadways Construction</i> } \$665,181	2,000,000.
Gross earnings 1895,		\$744,860.
Operating expenses,		571,810.
Net earnings,		\$173,050.
(Note: The operating expenses are over 76 per cent of gross earnings, which is excessive.)		
	Other income,	14,737.
Total net earnings,		\$187,788.
<u>Deductions from same:</u>		
Taxes,	34,761.	
6% Int. on Bonds,	60,000.	94,761.
Surplus applicable to dividends on stock, -		\$ 93,026.
over 9% on Capital Stock.		

In fact, however, dividends of 12% were declared and paid, leaving a deficit on year's business of \$26,973, but as a surplus had been carried over from previous years, the actual total deficit on June 30th, 1895, was \$13,988.

Number of passengers carried in 1895,	14,897,218
Length of double track road,	10 miles.

Even on the above showing (to put it in another way) the Eighth Avenue Railroad earned in 1895 net, an amount equal to the interest at 5% on \$3,000,000. of Bonds, and had a small surplus remaining.

METROPOLITAN TRACTION COMPANY SYSTEM.

Railways as described on Map.	Correct titles of Railways, with information respecting same.
Broadway Cable:	<p>Broadway Surface Railroad Co. sold to Broadway Railway Co., Sept. 11th, 1889. The Broadway Railway Co. and the South Ferry Railroad Co. were consolidated with the Houston, West Street and Pavenia Ferry Railroad Co. into the Metropolitan Street Railway Co. Nov. 29, 1893. Broadway and Seventh Avenue Railroad Co. leased tracks of the Broadway Surface Railroad by agreements of May 17th, 1884 and Sept. 9th, 1885, and was leased to the Houston, West Street and Pavenia Ferry Railroad Co. May 13th, 1890.</p>
Columbus Avenue Cable:	<p>Columbus and Ninth Avenue Railroad Co. Consolidated into the Metropolitan Street Railway Co. Nov. 7th, 1895.</p>

Lexington Avenue
Cable and Electric:

116th St. and Manhattan
Avenue Electric:

Lenox Avenue Electric:

University Place
Seventh Avenue:

Sixth Avenue:

Ninth Avenue:

Twenty-third Street.

Twenty-third Street,
34th St. Ferry Branch:

Lexington Avenue and Pavonia Ferry
Railroad Co. consolidated into the
Metropolitan Street Railway Company by
agreement of consolidation May 28, 1894.

Sixth Avenue Railroad Co. leased to
Houston, West Street and Pavonia Ferry
R.R. Co. March 12th, 1892.

Broadway and 7th Avenue Railroad Co.
leased to Houston, West Street and Pa-
vonia Ferry R.R. Co. on May 13th, 1890.

Sixth Avenue Railroad Co. leased to
Houston, West Street and Pavonia Ferry
R.R. Co. on March 12th, 1892.

Ninth Avenue Railroad Co. leased to
Houston, West Street and Pavonia Ferry
R.R. Co. March 12th, 1892.

Twenty-third Street Railway Co. leased
to Houston, West Street and Pavonia
Ferry R.R. Co. on April 25th, 1893.

Fourteenth Street:

**Bleecker Street and
Fulton Ferry:**

Avenue C.

**Avenue C., 10th Street
Ferry and Pitt and Ridge
Street Branch:**

Chambers Street:

**Chambers St., Roosevelt
Street Ferry Branch.**

**Metropolitan Crosstown
to 14th St. Ferry N.R.**

**Metropolitan Crosstown
Desbrosses Street Ferry
Branch:**

Bleecker Street and Fulton Ferry Rail-
road Co. leased to the Twenty-third
Street Railway Co. Jan. 10th, 1876; and
with the 23rd Street Railway Co. leased
to Houston, West Street and Pavonia
Ferry R.R. Co. June 7th, 1893.

Houston, West Street and Pavonia Ferry
Railroad Co., consolidated Nov. 29th,
1893, into the Metropolitan Street
Railway Co.

Chambers Street and Grand Street Ferry
Railroad Company leased to Houston,
West Street and Pavonia Ferry R.R. Co.
Jan. 16th, 1890, merged into the Hous-
ton, West Street and Pavonia Ferry R.R.
Jany. 27th, 1891.

Metropolitan Crosstown Railway Co. con-
solidated into the Metropolitan Street
Railway Co. May 28th, 1894.

42nd Street and Grand
Street Ferry:

Forty-second Street and Grand Street
Ferry Railroad Co. leased to Metropoli-
tan Crosstown Railway Co. April 6th,
1893, and merged into the Metropolitan
Street Railway Co. with the Metropoli-
tan Crosstown Railway Co. May 28th, 1894.

Central Park, North &
East River, Eastern
Belt Line:

Central Park, North & East River Rail-
road Co. leased to Metropolitan Cross-
town Railway Co., Oct. 14th, 1892, and
with the Metropolitan Crosstown Rail-
road consolidated into the Metropolitan
Street Railway Co. May 28th, 1894.

Central Park, North &
East River, Western
Belt Line:

Thirty-fourth Street Railroad Co. leased
to the Thirty-fourth Street Ferry and
Eleventh Avenue Railroad Co. Jan. 5, 1895.

Thirty-fourth Street
Crosstown:

Eighth Avenue:

Eighth Avenue Railroad Co. leased to
Metropolitan Street Railway Co. Nov.
23rd, 1895.

Fulton Street:

Fulton Street Railway Co.

Madison Avenue Line:

New York and Harlem Railroad Co.

28th and 29th Street Line:

Twenty-eighth and Twenty-ninth Street
Crosstown Railroad Co.

RAILROAD COMPANIES CONSTITUTING THE
METROPOLITAN STREET RAILWAY CO.

Consolidated into the Metropolitan Street Railway Co. and date of such consolidation.

Companies purchased, leased or merged before consolidation, with dates of such purchase, lease or merger.

1. Broadway Railway Co.
Nov. 29th, 1893.

1. With the Broadway Surface R.R. Co.
Purchased Sept. 11th, 1889.

2. South Ferry R. R. Co.
Nov. 29th, 1893.

3. Houston, West St. & Pavo-
nia Ferry R. R. Co.,
Nov. 29th, 1893.

3. With the following lessor Com-
panies; Broadway & 7th Ave. R.R.
Co., leased May 13th, 1890, (with
rights to tracks of Broadway Sur-
face R.R. leased May 17, 1884, and
Sept. 9th, 1885.)
6th Avenue R.R. Co., leased
March 12, 1892. 9th Avenue R.R.
Co., leased March 12, 1892. 23rd
St. Railway Co., leased April 25,
1893. Bleecker St. & Fulton
Ferry R.R. Co., leased June 7th, 1893
(with its lessee, the 23rd St. Ry.
Co. of Jan. 10th, 1876). April 25th
1893. Chambers Street & Grand St.
Ferry R.R. Co. leased Jan. 16th,
1890, merged Jan. 27th, 1891.

4. Lexington Avenue & Pavonia
Ferry R. R. Co., May 28,
1894.

5. Metropolitan Crosstown
R. R. Co., May 28, 1894.

6. Columbus & 9th Avenue
R.R. Co., Nov. 7th, 1895.

5. With following lessor Companies;

42nd St. & Grand St. Ferry R.R.,

leased April 6th, 1893.

Central Park N. & E. River R.R. Co.

leased Oct. 14th, 1892.

COMPANIES LEASED DIRECT BY METROPOLITAN STREET RAILWAY CO.

Name of Company.	Date of Lease.
7. 8th Avenue R.R. Co.	Nov. 23rd, 1895.
8. Fulton St. R.R. Co.	1895.
9. N. Y. & Harlem R.R. Co.	1896.
10. 28th & 29th St. R.R. Co.	1896.
11. 34th Street R.R. Co.	<p>(Leased to <u>34th St. Ferry</u> <u>and 11th Av. R.R. Co. Jan.</u> <u>5th, 1895).</u> Leased to <u>Metropolitan</u> <u>Street Railway Co.,</u> 1895.</p>



New York, Jan. 14th, 1896.

Hon. Rufus R. Randall,

Aldermanic Chamber,

City Hall, New York.

My dear Sir:-

Will you kindly present the enclosed to
the Board of Aldermen at its meeting to-day, and
oblige,

Yours truly,

J. Moore Jr.

Cor. Secy.



New York, Jan. 14th, 1896.

To the Honorable

Board of Aldermen,

New York City.

Gentlemen:-

At a regular meeting of the Fordham Club, held on Monday evening, January 13th, 1896, the annexed report of a sub-committee of its Public Improvement Committee was ordered to be forwarded to your Honorable Board, as a resolution of the said Club.

Yours respectfully,

Cor. Sect'y.

To the

Officers and Members of the Fordham Club,

Gentlemen:

Your Public Improvement Committee beg leave to report the following in response to a resolution of inquiry passed by the executive committee on November 9, 1895, regarding the resolution now before the Board of Aldermen revoking the charter of the Union Railway Company, otherwise known as the Huckleberry Road. The inquiry of the executive committee was as to what portions of the lines of the Union Railway Company were affected by the resolution before the Board of Aldermen, and whether the original charter of the road, or merely the subsequent franchises, were the matters of attack by the Aldermen. In response to that inquiry, your committee begs leave to report that the purpose of the resolution now before the Board of Aldermen is to so amend the grants given by that Board to the Railroad Company, as to compel that Company to meet the statutory requirements over the twenty-nine miles of road which are not yet built upon, but for which the Company has a right of way. It is proposed and required, first, that the Company shall pave and keep in permanent repair the seventeen feet of roadbed which the law requires of other surface railroads; that the Company shall give a bond of \$50,000 that the new lines shall

be completed within the time prescribed by law; that these franchises shall be set up at public auction like all other franchises granted since the passage of the general railway law in 1884; that 3 and 5 per cent. of gross receipts shall be paid by the road holding this franchise in the 23rd and 24th Wards.

Practically, therefore, the proposition is that the franchise ~~fraudulently~~ ^{illegally} as alleged, obtained from the Aldermen by the Union Railway Company, covering 29 miles of road, and upon which they have not as yet placed a single track, shall be vacated, and the Company required to bid at public auction for a right to them, and guarantee to meet all the requirements as to paving the street and paying percentages of its receipts to the City, as other roads are compelled to do. The charter which the Union Railway Company obtained from the Legislature in 1892, made it possible for the Company to claim exemption from the laws respecting payments and the repairing of the streets over which its tracks are laid. It was contended at the time by the advocates of the measure that these exemptions would never be claimed by the Company, and the worn out plea was entered that the Railway was something of a pioneer in these wards, and could expect but little patronage for many years to come. Its daily receipts demonstrate how false this plea was and yet it proves to have been the basis upon which this exceptional legislation was granted by the Legislature.

The New York "Advance," of Saturday, November 30, contains a three column statement of the manner in which the Huckleberry Road obtained its charter and subsequent franchise from the Board of Aldermen. A copy of that issue is handed you with this report. Your committee, having fully investigated this matter, believes it to be the duty of every citizen of the 23rd and 24th Wards to take an active interest in securing the vacating of these ~~fraudulently obtained~~ franchises. It is estimated that they take from the tax-payers over \$1,000,000, to say nothing of the loss sustained by the City through the exemption of the Company from tax upon its gross receipts. It does not pay a single penny into the City Treasury for the valuable franchise it has received. The franchise, if placed at public auction, would unquestionably bring the City many hundreds of thousand of dollars.

The burden of agitating the question rests largely upon the members of this Club, for the streets to be occupied are, to a very great extent, within the range of our membership. The Board of Aldermen cannot be expected to be interested in a subject in which the people of the locality affected do not show interest.

The Railway Committee of the Board of Aldermen are to give another hearing on the matter at an early date, and your Public Improvement Committee recommends that the Fordham Club be represented in some way at that hearing, and that the sentiments of

the Club be there expressed.

At a meeting of the Public Improvement Committee last Saturday evening, a motion was adopted recommending the Executive Committee to take action looking toward a mass meeting in favor of the revocation of the franchises. This may be a difficult matter to carry out, however, and perhaps would be no more effective than a large representation of the Club before the Board of Aldermen. The matter is, therefore, left to your wise discretion, without further suggestions, save that some prompt and effective action be taken to protect the interests of our neighborhood and tax-payers.

Respectfully submitted,

The Committee.

LIKE A MONOPOLY.

THE "HUCKLEBERRY" FREED BY FAVORITISM FROM THE PAVING OF 36 MILES OF STREETS OVER WHICH NEW FRANCHISES WERE GRANTED IN 1892, AND \$1,200,000 THUS SADDLED UPON ABUTTING PROPERTY OWNERS.

NO BOND AND NO PERCENTAGES TO THE CITY—THE PEOPLE AROUSED AND DETERMINED THAT THE 23D AND 24TH WARDS MUST NOT BE ROBBED OF THEIR RIGHTS—PROPOSED ACTION OF THE BOARD OF ALDERMEN.

In relation to the application now before the Board of Aldermen to amend the "Huckleberry" charter, it is essential that the exact facts should be understood and that it should be known that the proposed amendment does not seek to disturb any existing conditions of street railroad transit in the 23d and 24th Wards, but only to compel the construction of railroads under proper conditions, on the streets and avenues on which the "Huckleberry" has held franchises for many years. We earnestly request examination of the following facts:

In 1892, that company held twenty-one miles of franchises for over twenty years, but had only constructed about nine miles of railroad in all that time. Notwithstanding the twelve miles of franchises left unused, the company in 1892 had the "Huckleberry Bill" passed in Albany, exempting the said company from the obligations of the railroad laws, which require such railroads to pave and keep in permanent repair, the roadbed on which they run, between the tracks, the rails of the tracks, and two feet outside of the track—in other words, seventeen feet in width, of the roadbed.

The company was also exempted from setting the franchise up at public auction, also from giving a bond in \$50,000 to the city that the road would be built within the legal limit time; also from paying to the city three per cent. of its gross receipts for the first five years and five per cent. thereafter in perpetuity, but instead it was only required to pay one per cent. of its gross receipts after they had reached \$1,700 a day.

But what perhaps the people of the 23d and 24th Wards are most immediately concerned in is the provision exempting the company from paving and keeping in permanent repair seventeen feet of the roadbed. This is a matter of direct tax falling on the abutting property owners which should be paid by the railroad. It is estimated that the company was thus relieved of paying \$1,200,000, which sum, unless the charter be modified, will now fall upon the property owners along the route.

Now bear in mind that in 1892 the company had twenty-one miles of franchise and was only operating nine miles.

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The "Huckleberry" people asserted most positively that as a matter of course, they only applied to the roads and lines as they then existed, and did not and could not apply to any new lines which they might seek, and that if any new lines were obtained from the Board of Aldermen, it would be on the condition that the company should pave and keep in permanent repair, the streets and avenues through which they ran, pay the statutory percentage to the city, give the bond above mentioned, and comply in every respect with the General Railroad Law.

The late Louis J. Heintz was then Commissioner of Street Improvements, and in the midst of the controversy, the State Senate passed a resolution, which is to be found in the State Journal, of 1892, at page 568, and which bears date March 15th, 1892, and which inquires of him as follows:—

"Is this bill in any respect detrimental to the rights and interests of the city, or to the taxpayers of the 23d and 24th Wards, and ought the same to become a law?"

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"On the other hand, the advocates of the measure contend that the bill bears no construction of that character; that no such authority is conferred, and that all new franchises which the company may acquire, either directly or by consolidation, must be subject to the provisions of the General Railroad Act of 1884, and the acts supplementary thereto."

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And further, Commissioner Heintz says, in conclusion:—

"I assume that if found necessary, the bill will be perfected, so as to bring all future franchises which may be acquired by the company, under the provisions of the General Railroad Law."

With that understanding, so plainly announced by Commissioner Heintz, and openly asserted by the advocates of the bill, the measure became a law in April, 1892; yet, in the face of all this, the company, almost immediately after its passage, applied to the Board of Aldermen for twenty-nine miles of franchises over the main avenues and highways of the 23rd and 24th Wards, and without delay, procured from that body franchise with the exemptions from the General Railroad Law above referred to, which only a few weeks before they strenuously asserted and contended did not apply to new lines. These franchises were rushed through the Board of Aldermen, without the statutory publication in the City Record, which applies to all such resolutions. The statute requires that before such a resolution could be passed, it should be published in the City Record for at least five days. This was dispensed with. The object of the publication manifestly is to give notice to the public, to the city officials, and especially to the property owners in the district through which the railroad runs, whose pecuniary interests were seriously involved, for as before stated, by this omission and the immunities referred to, the property owners are now to be mulcted, in case this franchise stand, in the sum of over \$1,000,000.

The above official statement of the late Commissioner Heintz, so creditable to his memory, clearly shows that he was fully determined that the rights of the property owners should not be invaded by this corporation when acquiring twenty-nine miles of new territory; that it was enough to have these immunities and privileges apply to the old franchises of twenty-one miles, without extending them also to these recent acquisitions of twenty-nine miles of new franchise, and that when the company sought to acquire what was substantially a new plant, that it should not be permitted to lay a single track on any of these new lines without first agreeing to pave and keep in permanent repair the seventeen feet of the road-bed as provided by law, applicable to all railroads, give its bond of \$50,000, and comply with all the other requirements above referred to.

To emphasize the injustice of permitting this company to go scot free, the property owners need only be reminded that the "Huckleberry" Company, through its dummy, the Southern Boulevard Railroad Company, recently bid at the Comptroller's sale, what is equal to eight and one half per cent. of the gross receipts, and also agreed to pave the streets, etc. on the lines of the People's Traction Company, which lines are not at all as valuable as the twenty-nine miles of lines on which they pay

on which it is exempt from
the street, etc. as before stated.

In addition to these twenty-nine miles
the "Huckleberry" received another
franchise in December, 1892, on seven
miles of streets in the 12th and 24th
Wards, on which it enjoys similar ex-
emptions.

THE REMEDY.

It is for the purpose of remedying these
defects and omissions in the franchise,
that a movement has been made and is
now pending, on behalf of the property
owners of the 23rd and 24th Wards, to
have the present Board of Aldermen
amend the franchise for these twenty-
nine miles which are not yet built upon,
by requiring, first: that the company
shall pave and keep in permanent repair
the seventeen feet of the road-bed above
referred to: shall give a bond in \$50,000
that these roads shall be completed
within the time prescribed by law: that
these franchises shall be set up to public
auction like all other franchises granted
since the passage of the "Cantor Act" in
1884: and that the three and five per
cent. of gross receipts shall be paid to
the City, as required by the General
Railroad Law above referred to.

It is manifestly in the interest of all
tax payers, that these amendments shall
be made, and more especially to the
interest of the property owners of the
23rd and 24th Wards. By these amend-
ments, moreover, the building of the
roads will be more speedily completed,
because the company will then be
subject under its bond of \$50,000 to a
strict compliance with the law and or-
dinances of the City.

The "Huckleberry" road is not now
bound to the City in any sum whatever
by a bond or otherwise, for the faithful
performance of the work, nor does it pay
one dollar into the City Treasury.

To the already heavily assessed prop-
erty owners along the route of these
twenty-nine miles the foregoing state-
ment should especially appeal, and in
their own interest, as well as in the in-
terest of the public, they should ac-
tively participate in the movement to
secure the amendment of the franchise
granted to this company in 1892.

It is therefore incumbent upon you to
manifest your interest in this matter,
by your presence before the Railroad
Committee of the Board of Aldermen,
on November 29, 1895, at two o'clock,
at the Chambers of the Board of Alder-
men in the City Hall.

Paul G. Decker,
James R. Angel,
Edward A. Acker,
Ferdinand Bohmer, Jr.,
Otto Schwenck,
John DeHart;
Alphonso Rinschler,
Herman Schmuck,
John Damm,
John J. O'Brien,
Mrs. Chr. Wetzel,
A. H. Hornickel,
Frederick Selling,
James S. Byrant,
J. Wilson Byrant,
John L. Burgoyne,
John Spaeth,
C. C. Bigelow,

MEMO. OF STATEMENTS MADE BY MR. EDWARD A. MAHER, PRESIDENT OF THE UNION RAILWAY COMPANY AND EX-SENATOR CHARLES A. STADLER, VICE-PRESIDENT OF THE COMPANY, TO MR. JOHN C. DE LA VERGNE, IN CONNECTION WITH THE UNION RAILWAY COMPANY.

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New York, January 17, 1896.

In connection with the Union Railway Co. litigation as to the validity of their charter there is no question as to the validity of the old charter, the old charter being the one granted to the Harlem Bridge, Morrisania and Fordham Railroad Co.

Application was made to the Board of Aldermen in 1892 at two different times for the building of railroads upon certain streets of the city in the annexed district. These applications were published in the newspapers fourteen times, public hearings were held and after a public hearing in each case the applications were granted by the Common Council and approved by the Mayor. These franchises were granted under the Act of the Legislature which gave a franchise to the Union Railway Co. in 1892. These conform with the General Railroad Act so far as the consent of the property owners and local authorities are concerned. After our opponents saw that their original proposition could not be maintained, to have the Common Council do away with the franchises of the Co. entirely, including our old franchises, and that the Common Council had no right to take away any franchises, then they asked the Common Council to annul the franchise which was granted by said Council giving us the right to build upon 29 miles of streets and claimed that these 29 miles of streets should be put up to the highest bidder and sold under the General Railroad Act.

Under our franchise of 1892 it is provided that whenever the receipts of the Company shall amount to \$1700 a day for

a period of six months we shall pay into the City Treasury one dollar a day for each \$100, or 1% on the total receipts and if the receipts should increase and be more than \$1700 per day we are to pay an additional one per cent on each multiple of \$1700; in other words when the receipts reach \$3400 a day we would have to pay 2% on this \$3400 or \$68 a day to the City, when they amount to \$5100, we would pay 3% or \$153 a day, etc. Under the General Railroad Act it is provided that franchises for railroads should be sold to the highest bidder and the outcome of this method has been that the railroads pay to the City 3% of their gross receipts for the first five years and 5% thereafter.

The Act of 1892 which requires that we pay 1% relieves us from the General Railroad law which provides that franchises should be put up at public auction and the result of which has been that the companies that have obtained such franchises pay 3% for the first five years and 5% thereafter. We operate under the 1892 Act so far as percentage to be paid to the City is concerned, otherwise we operate under the General Railroad Act. There are two things in which we are exempt, the one is the question of having the franchises sold at public auction to the highest bidder and the other the matter of paving between our tracks and two feet outside. We have expended over \$10,000 and nearly \$20,000, as I have it in my mind, for repaving this past season and are compelled to keep the tracks and the pavement between and two feet outside of them in repair. The claim that our opponents make that we are not paying anything into the City at the present time is true because the receipts of our lines have not yet come up to the \$1700 per day; and the claim that we manage to hide the true amount of our receipts is absolutely false. Two experts were sent to our office to examine our receipts and they came to our place without a minute's notice. The gentlemen came in and said that they wanted to examine our

accounts. The books were handed over, they were given a room by themselves and so far as I am concerned and so far as our Secretary, Mr. Olcott, is concerned, we never said five words to them during the period of ten days or so during which they were engaged making the examination. They took an absolute account of the business. We keep a separate account of each of our lines and we feel that the examination was instigated by those opposing us. We have paid into the City Treasury since the organization of the Company for taxes, assessments and water rates about \$90,000. Nobody has yet received a dividend or any profits in the Co. Under the charter of 1892 all the streets given us in which we had a right to build have been built upon wherever they have been in condition for us to do so, that is, where they have been regulated and graded.

The streets which have not been built upon are as follows:

Webster Avenue.- This is now in the hands of contractors and the portion from Fordham South is now being graded and paved. Webster Avenue North from Fordham to Bedford Park we are now building a road upon, laying a double track at a cost of about \$30,000.

Tremont Avenue is being widened and in some places the grade of the street has been cut down or is to be cut down from 7 to 10 feet, that is the part between West Farms and the top of the hill.

Jerome Avenue is in the hands of two different contractors for grading and curbing and the grade has been changed there in some places to an extent of 8 feet.

Sedgwick Avenue. We have recently commenced to build upon to a point up to near High Bridge.

161st. St. from Gerard Avenue west we were unable to complete because of the work going on crossing Cromwell Creek. The work is about completed and we are now laying our tracks upon this street and expect to cross over Jerome Avenue so as

to connect with Sedgwick Avenue.

Boscobel Avenue. Have been unable to build upon because of the fact that the street is in the hands of a contractor who is putting in a large sewer. The reason we have not built upon these streets is not because we were not anxious to do so but on account of the physical impossibility of building on them in their present condition.

St. Ann's Avenue. Although this street is ready for building upon we have not done so because it is a short street and there are lines now on Willis Avenue and on the Southern Boulevard, both of which parallel St. Anns Avenue and are a short distance from it.

The streets which we have built upon since the charter of 1892 are as follows:-

Melrose Avenue

Willis Avenue

161st. Street

Broadway from Kings Bridge to the City Line at Yonkers.

Webster Ave. from Fordham to Bedford Park Station.

Sedgwick Ave. from its intersection with Jerome Ave. to a point near High Bridge.

135th and 138th. Sts. from 3rd. to 8th. Aves.

In addition to the lines we are building we have rebuilt our 138th. St. line with the latest improved rails. We have also rebuilt our Westchester Ave. line in the same manner. We have made a connection at Third Avenue connecting the 138th. St. and 135th. St. to the East River without changing cars. We have also established a system of transfers by which people can now transfer to and from all of our lines for a single fare. In addition we have entered into an arrangement with the Southern Boulevard Co. whereby we transfer to and from that line to any and all of our lines

for a single fare.

One of the things which should be taken into consideration is that under the old franchise of the Harlem Morrisania and Fordham Railroad the receipts of the line averaged about \$500 a day. Our lines have increased their receipts and have averaged the past year \$1200 a day. Now the reason for this increase is one of two things, it either means that people are riding now who never rode before or that the RR. has brought more people into the territory. Has not the Union Railway Co. enhanced the value of property in the North Side? If in our charter we are relieved from paving between our tracks and two feet either side of same, is not the enhanced value of every man's property on streets through which the railroad passes more than the cost to him of the paving; in other words, if he paid \$100 for paving more than he would otherwise have to do has not the value of his property increased more than this by the railroad operating on the street, and is he not a gainer by the difference? There are a few of these streets which have not been paved at all. Third Avenue was paved under a general law, the whole city bearing the expense instead of the abutting property owners.

When we began building the Willis Avenue line a suit was commenced by Mr. Gumbleton and his partner upon behalf of a single property owner against the building of that line. They tried to have our franchise set aside, claiming that they had a right to build on Willis Avenue and across 149th. St. to Gerard Ave. No such franchise has ever been granted them. The matter had been presented to the Common Council several years ago and the application was never acted upon nor did they have the consent of the local property owners. They simply wanted to prevent us from building the line.

No suit has been brought concerning the question whether we are exempt from taxation or payment of percentage under

the Cantor Act nor in relation to the paving of the streets.

The resolution of the Board of Trade says that the City has been cheated out of \$700,000 for work which they had to do and which it is claimed the Railroad Co. should have done. This is more than it would cost to build and equip a railroad over the 29 miles of streets including the power house, cars and everything.

We are restricted in the amounts of bonds and stock which we can issue. The limit is \$2,000,000 each, stock and bonds, and what we want to do is to have legislation enabling us to increase our bonded indebtedness so as to run the additional road we are building and this is one of the reasons which keeps us from going ahead, in addition to the condition of the streets not permitting us to build on them. The five cent fare bill on the Elevated RR. affected us considerably. Our receipts went down about \$550 a day. The Elevated RR's receipts have increased 40% on the suburban lines. The resolution of the Common Council requires us to give a bond of \$50,000 that we must complete our lines within two years. It is of course to our interest to complete them as quickly as possible and we want to do so so as to get increased revenues, which would mean increased revenue to the City.

Union Railway
Statement made
to Mr De La Cruz

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(4)

original
and

Park Ave. Imp.

New York, January 17, 1896.

Hon. William L. Strong, Mayor,

My dear Sir: -- I find my views to be at variance with those entertained by some of my associate members of the Park Avenue Improvement Board, on the subject of the retention of a railway station at 125th street and Park avenue and as the matter of its continuance, or abolition, is one of great material importance to many thousand persons living or doing business in Harlem, I deem it an obligation of office to acquaint you, as the city's chief magistrate, with the facts of the case as I understand them.

50,000 persons travel to and fro every day over the lines of the New York Central and Harlem railroads, and for the convenience of such of them as reside, or do business, in Harlem, there has been maintained for many years a station at 125th street. The New York Central, and its associate companies, the Harlem and New Haven, have had since 1869 a practical control of terminal railroad facilities in New York City and have secured entrance to a central part of town by the enforced closing of public streets to great public injury and inconvenience. All the trains, local or express, of this company now cross the Harlem river, over the railroad drawbridge at 134th street. The development of the Harlem river under authority of the War Department in Washington, includes the construction (now under way) of a new bridge, 24 feet above high water, to be reached by a metallic viaduct from 106th street north, at a cost of \$1,600,000, for the use of the railroad company and for its tracks. The legislature of 1892 delegated the work of constructing this ~~the~~ viaduct and its approaches to the Board of Park Avenue Improvement, under an arrangement which

divided the cost of the work equally between the city and the railroad, though in like cases, in other cities, the railroad company, being the beneficiary of the improvement, has borne the entire expense. This is particularly the case for the new viaduct structure of the Illinois Central into Chicago, costing \$1,800,000, of the Baltimore and Ohio tunnel in Baltimore, costing \$6,000,000, of the Pennsylvania railroad entrance to Philadelphia by viaduct, and the elevated structure in Jersey City of the same road, the stability and security of which is familiar to all persons who have had occasion to travel between New York and Philadelphia by that road.

The law establishing the Park Avenue Improvement Board made it one of the duties of its members to secure the assent of the Commissioner of Public Works of the plan of proposed structure and to file thereafter such approved plan with the Comptroller. The Board of Commissioners appointed by your predecessor, Mayor Grant, complied with this and filed their plans with Comptroller Myers on November 12, 1892. These plans provided specifically for a passenger station at 125th street, and for such diverging of the tracks as would facilitate the landing and accommodations of passengers. These plans were assented to by the Central railroad, and contracts have been let to the amount of more than one million dollars and paid for ~~in~~ from time to time without protest by the company and by the city in equal proportions. In addition to this, the railroad company filed with the Building Department under date of December 24, 1894 (during the last week of the administration of your predecessor, Mr. Gilroy) detailed plans for the 125th street station but very recently work has been stopped upon it and

it is now proposed by the railroad company to abandon the station at 125th street unless the individual property-owners in the neighborhood will stipulate to waive their lawful claims for loss of light and air excluded by the structure provided for by the railway company and to be erected at its expense.

This is an impossible condition, for the people of Harlem who are using and expect to continue to use the station at 125th street are powerless to secure such waiver even were it lawful or proper that they should be asked to do so. The law regulating the establishment of the 125th street station declares that the Central railroad is "authorized or permitted, at its election" to erect it, and the contention of the people of Harlem who desire it is that by assenting to the plans filed and making payments without protest on account of them, the New York Central Railroad has declared its election and cannot now evade it. However that may be, the fact is that the people of the city of New York have been put to a large expense for this improvement of which this station is a necessary part, and their rights are paramount to the convenience of the railroad company. Mr. A.H. Lighthall, one of the two engineer Commissioners of this Board, and a gentleman skilled in bridge construction, informs me that 1.620 tons of iron were required for the additional trackage made necessary under the plans for a station at 125th street. One-half of the cost (at \$80 a ton) is \$64.800 already paid towards it.

The enormously valuable franchises which railroad companies chartered under the laws of this state enjoy carry with them commensurate obligations, the chief of which is to serve the public convenience. Now the summary and enforced

closing of the 125th street station, long in use, would involve a great hardship to many thousands of persons in Harlem. The law creating the Park Avenue Improvement Commission declares that the members composing it are "to take entire charge and control of the said improvement from 106th street to the line of the Harlem river." What sort of "improvement" in these days of luxurious and modernized railway travel, would be the closing of the present railway station at 125th street after the city has paid \$750,000 towards a supposed increase of public facilities? The population of the 12th or Harlem ward (the largest in the city) was 364,000 by the last census; the assessed value of its real estate is \$300,000,000. Are the people of Harlem, if deprived of their local station, to be compelled to travel as many times a day as is necessary to 42nd street or are boating facilities to Mott Haven to be provided for them on the Harlem river as a substitute for the station they forfeit?

The Harlem residents held a mass meeting of protest on December 10 and they have begun a suit in the Supreme Court against the Central Railroad joining (improperly as I believe) the Park Avenue Improvement Commissioners as co-defendants. Mr. H. C. F. Koch, a merchant of Harlem, is the plaintiff in this action and on account of the variance of views among the Commissioners to which I have referred our Board is divided. The rights of the city and the interests of the people of Harlem are in this case, I believe, identical and the interposition of your official authority as Mayor, through the Corporation Counsel, your legal adviser, in defense of both would, I conceive, be justifiable, opportune and conclusive.

Yours very truly,

Ernest Havriles

Metropolitan Street Railway Company
Cable Building,
621 Broadway,

President's Office,
H. H. Ireland, President.

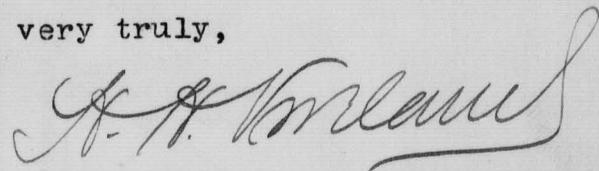
New York, February 3rd, 1896.

Hon. Wm. L. Strong,
Mayor of the City of New York,
City Hall.

Dear Sir:

I hand you herewith copy of a letter transmitted to the
Board of Aldermen which explains itself.

Yours very truly,

A handwritten signature in cursive script, reading "H. H. Ireland". The signature is written in dark ink and is positioned above the printed name "President.".

President.

METROPOLITAN STREET RAILWAY COMPANY,
CABLE BUILDING,
621 BROADWAY.

NEW YORK,.....February 3rd, 189 6.

To the

Board of Aldermen of the City of New York.

Gentlemen:-

Your Clerk has transmitted to me a copy of a resolution adopted by you on the 14th of January 1896, as follows:

"Resolved, that the Board of Aldermen of the City of New York request the Metropolitan Traction Company to provide a system of transfers at Twenty-third Street and Broadway that will enable passengers who have boarded a car of another line than they intended, to proceed to their destination; or to so distinguish the cars of different lines traversing Broadway as to prevent the confusion and loss of time and money to the public which is now of constant occurrence."

The Metropolitan Street Railway Company which owns and operates the Railroad upon Broadway is solicitous to accommodate the public and to comply with any wishes which you may express to that end. Our experience, however, in transporting the great masses of people who crowd into the Broadway cars has led us to the conclusion that a system of transfers such as you indicate is impracticable and would be productive of evils compared with which the inconvenience referred to in your request is but trifling.

The cars which now diverge from Broadway upon the different lines to the northeast and northwest are already plainly distinguished in the best possible manner by legible signs conspicuously

displayed and by different colored lights, and the conductors are specially instructed to answer promptly all enquiries as to the destination of the cars. There is no other way of distinguishing the cars except by difference of color. This could not be adopted without abandoning a feature of our system which has proved of very great convenience to the public; viz:- the running of the cars indifferently upon the different lines according to the demand, so that though a car comes down from the Park or from Columbus Avenue it may be sent back over Lexington Avenue if travel requires it, the signs and lights being changed. Nor would a difference of color be any more practically useful than the distinguishing signs now employed. No one now takes a wrong car on Broadway except through his own inattention and failure to either look to see or enquire what the car is. This is a difficulty which in the nature of things decreases as the traveling public become familiar with the line. The Columbus Avenue cable line has been running only a little over a year and the Lexington Avenue Line only about three months. There were at first many mistakes but they have gradually and steadily decreased until now they are of comparatively rare occurrence.

We are now carrying about 250,000 people a day on the cable system and the greater part of them of course pass over Broadway.

During some parts of every day six cars pass every minute between 22nd and 23rd Streets amid a hurrying and confused crowd of carriages, trucks and pedestrians. It is important to simplify rather than to complicate operations there. If we were to inaugurate the system of transfers which you request at 23rd Street, instead of the comparatively few who now take the wrong car and incur some slight inconvenience through their own carelessness, there would be a general indifference as to which car was taken, because the only result of an error would be a transfer to another car, and many thousands of people would have to be transferred at 23rd Street. In our judgment the attempt to deal with the crowds of people who would under such a system be almost continually applying for transfers at that point would under the congested conditions of travel existing there involve delay to the entire public traveling upon Broadway and danger to life and limb which we have no right to incur.

I beg you to believe that our position in this matter is not dictated by any desire to save the few five cent pieces which may be received from the casual traveler who takes the wrong car and changes to another after paying his fare, for you must remember that we, of our own motion, inaugurated the system of street car transfers in this City some nine years ago, and that we have

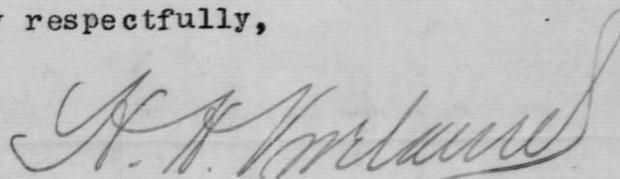
METROPOLITAN STREET RAILWAY COMPANY,
CABLE BUILDING,
621 BROADWAY.

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NEW YORK, 189

continuously and voluntarily extended it without either compulsion or request from any one until we now make transfers at thirty-five different points and are transferring daily over 100,000 passengers; that is to say, we have voluntarily inaugurated and developed a system by which we are now giving every day to over 100,000 people a second street car ride for nothing. We have done this because we believe that it is a good business policy to give the best possible accommodations to the public. We are following and not departing from that policy in determining not to make the junction of 23rd Street and Broadway a place for the general exchange of passengers.

Very respectfully,



President.

TO THE BOARD OF STREET OPENING AND IMPROVEMENT
OF THE CITY OF NEW YORK.

The New York Central and Hudson River Railroad Company hereby objects to, and protests against, the taking of the block bounded northerly by Thirtieth street, easterly by Ninth avenue, southerly by Twenty-ninth street, and westerly by Tenth avenue, for the purposes of a public park, for the following reasons:

First. On the ground that The New York Central and Hudson River Railroad Company is the owner of an estate for years, expiring November 1, 1913, of that part or portion of the said block shaded red upon the map or tracing thereof which is hereto attached. These lands are now devoted to a public use, to wit: the purposes of the incorporation of The New York Central and Hudson River Railroad Company, and specifically, for freight and passenger station and depot purposes. These lands are necessary and are required for the purposes of the incorporation of The New York Central and Hudson River Railroad Company, and the said estate for years has been acquired for such purposes.

Second. The said lands and the said estate for years therein having been required by The New York Central and Hudson River Railroad Company for the purposes of its incorporation, to wit: freight and passenger depot and yard purposes, and having been acquired by it for such purposes, and having been devoted to, and being now used for, such purposes, and being necessary to the railroad company for such purposes, is already devoted to one public use, and cannot now be acquired by the city under the right of Eminent Domain for another public use.

Third. There being other blocks within the territory fixed by the act above named, as well or better suited for the purposes of a public Park, the owners of which, or some of them, being willing that they should be taken for such purposes, it would be unreasonable and contrary to good policy to curtail or interfere with the present railroad facilities of The New York Central and Hudson River Railroad Company, necessary both to it, to the city and to the public.

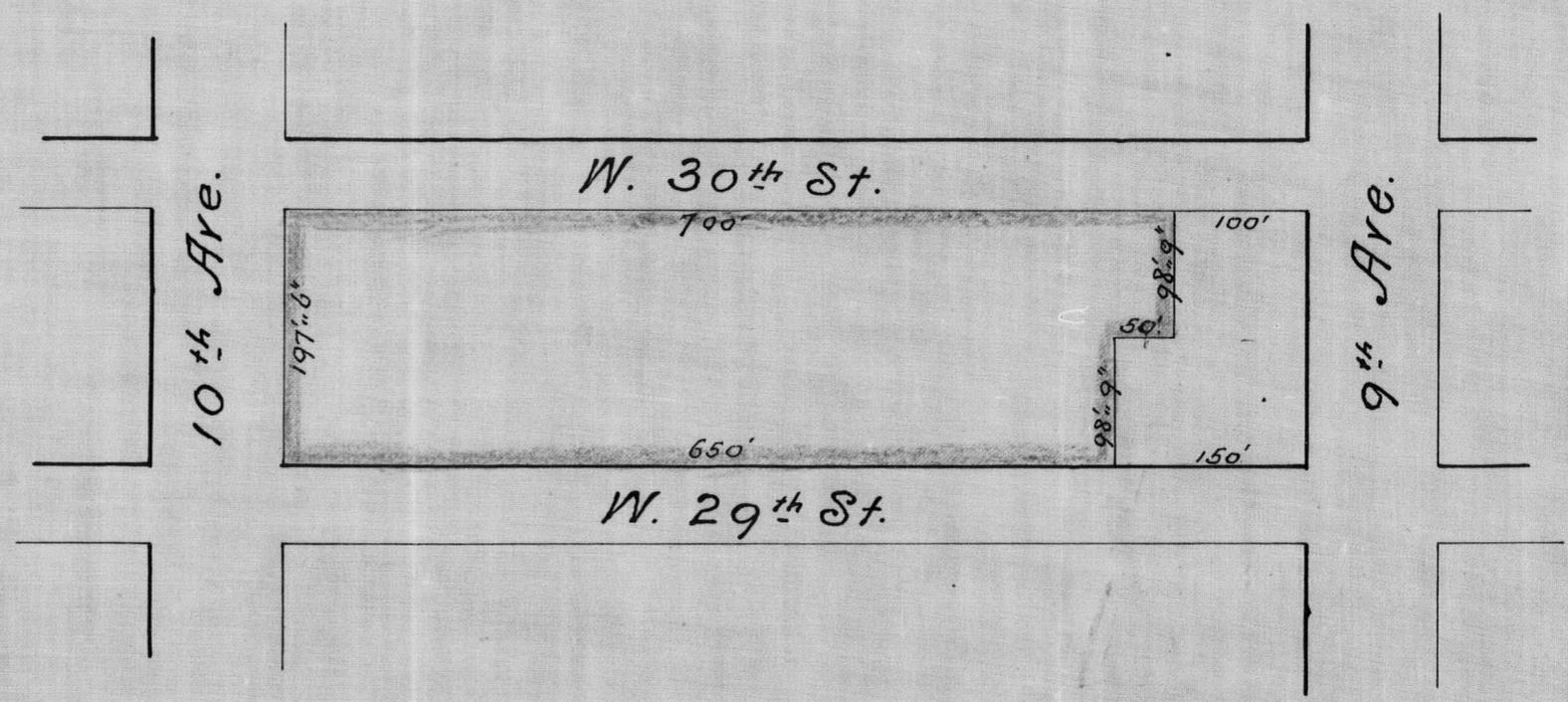
Dated, New York, March 5, 1896.

THE NEW YORK CENTRAL AND HUDSON
RIVER RAILROAD COMPANY,

By

Frank Loomis

General Counsel.



10th Ave.

W. 30th St.

9th Ave.

W. 29th St.

197'-6"

700'

100'

650'

50'

98'-9"

98'-9"

150'

BEFORE THE BOARD OF STREET
OPENING AND IMPROVEMENT.

In the Matter of the lo-
cation of a park between 20th
and 30th streets, and Ninth
avenue and Hudson River.

Objection and Protest of
The New York Central and Hud-
son River Railroad Company.

Dated March 5, 1896.

7.

BEFORE THE BOARD OF STREET
OPENING AND IMPROVEMENT.

In the Matter of the lo-
cation of a park between 20th
and 30th streets, and Ninth
avenue and Hudson River.

Objection and Protest of
The New York Central and Hud-
son River Railroad Company.

Dated March 5, 1896.

7.

New York Central & Hudson River Railroad Co.
Grand Central Station.

Frank Seemis,
General Counsel.

New York

March 6, 1896.

Hon. William L. Strong,
M A Y O R,
New York City.

Dear Sir:

I take the liberty of handing to you herewith, the formal protest in writing of The New York Central and Hudson River Railroad Company to the taking of the block between 29th and 30th streets, and Ninth and Tenth avenues, for a public park.

This is in addition and supplementary to what I said orally before the Board at its meeting held February 21, 1896, and we would be glad to have it filed with the Board in case the taking of this block is still advocated.

Yours respectfully,

J. A. M. Blair.

March 6/98

originally before the Board at its meeting held February 21, 1898,
and that this is in addition and supplementary to what I said
at the meeting of the Board held February 21, 1898,
at the Hotel New York.

and 30th streets; and Ninth and Tenth avenues; for a public
River Railroad Company [the taking of the block between 30th
former] protest in writing of The New York Central and Hudson
I take the liberty of handing to you herewith; the

Dear Sir:

New York City.

M A Y O R,