

*Commissioners:*  
*William L. Strong, Mayor.*  
*Ashbel P. Fitch, Comptroller.*  
*William Brockfield, Com. of Public Works.*  
*James C. Duane, President.*  
*John J. Tucker, Vice President.*  
*Henry W. Cannon.*  
*George Walton Green.*  
*Secretary.*  
*Edward L. Allen.*

*Aqueduct Commissioners' Office,*  
*Stewart Building, 280 Broadway,*  
*New York,* February 18, 1895

HON. WILLIAM L. STRONG,

M a y o r .

Dear Sir:-

A stated meeting of the Aqueduct Commissioners will be held at this office at 3 o'clock P. M., and of the Construction or Executive Committee thereof at 2:45 o'clock P. M., on Wednesday, February 20, 1895.

The special business before the Commissioners will be the reception of bids for cutting timber and clearing grounds of Reservoir "D", in the towns of Carmel and Kent, Putnam County, New York.

Very respectfully,

*Edward L. Allen*  
Secretary.

Commissioners:  
William L. Strong, Mayor.  
Abbel P. Fitch, Comptroller.  
William Brookfield, Com. of Public Works.  
James C. Duane, President.  
John A. Tucker, Vice President.  
Henry W. Cannon.  
George Walton Green.  
Secretary:  
Edward L. Allen.

Aqueduct Commissioners' Office,  
Stewart Building, 280 Broadway,  
New York, April 29th, 1895.

HON. WILLIAM L. STRONG,

M a y o r .

Dear Sir:-

A stated meeting of the Aqueduct Commissioners will be held at this office at 3 o'clock P. M., and of the Construction or Executive Committee thereof, at 2:45 o'clock P. M., on Wednesday, May 1st, 1895.

The special business before the Commissioners at their meeting to be held on Wednesday next will be the reception of bids for constructing a highway or road crossing the east branch of Reservoir "D", in the Town of Kent, Putnam County, N. Y.

Very respectfully,

EDWARD L. ALLEN,

Secretary .



*Commissioners:*  
*William L. Strong, Mayor.*  
*Abbel P. Fitch, Comptroller.*  
*William Brookfield, Com. of Public Works.*  
*James C. Duane, President.*  
*John J. Tucker, Vice President.*  
*Henry W. Cannon.*  
*George Wallen Green.*  
*Secretary.*  
*Edward L. Allen.*

*Aqueduct Commissioners' Office,*  
*Stewart Building, 280 Broadway,*  
*New York,* July 8, 1895.

HON. WILLIAM L. STRONG, .

M a y o r .

Dear Sir:-

1895  
A stated meeting of the Aqueduct Commissioners will be held at this office at 3 o'clock P. M., and of the Construction or Executive Committee thereof at 2:45 o'clock P. M., on Wednesday, July 10, 1895.

At this meeting bids are to be opened for building the Jerome Park Reservoir, near Kingsbridge, in the Twenty-fourth Ward of the City of New York, and as large an attendance as possible is desired.

Very respectfully,

EDWARD L. ALLEN,

Secretary.

*Commissioners:*  
*William L. Strong, Mayor.*  
*Abbel P. Fitch, Comptroller.*  
*William Brookfield, Com. of Public Works.*  
*James C. Duane, President.*  
*John J. Tucker, Vice President.*  
*Henry W. Cannon.*  
*George Walton Green.*  
*Secretary.*  
*Edward L. Allen.*

*Aqueduct Commissioners' Office,*  
*Stewart Building, 280 Broadway,*  
*New York,* July 15th, 1895.

HON. WILLIAM L. STRONG,

M a y o r .

Dear Sir:-

A stated meeting of the Aqueduct Commissioners will be held at this office at three o'clock P. M., and of the Construction or Executive Committee thereof at two o'clock P. M., on Wednesday, July 17th, 1895.

At this meeting of the Construction or Executive Committee the bids received at the last meeting of the Commissioners for building the Jerome Park Reservoir are to be considered and canvassed, and as large an attendance as possible is desired.

Very respectfully,

EDWARD L. ALLEN,

Secretary.



*Commissioners:*  
*William L. Strong, Mayor.*  
*Ashbel P. Fitch, Comptroller.*  
*William Brockfield, Com. of Public Works.*  
*James C. Duane, President.*  
*John J. Tucker, Vice President.*  
*Henry W. Cannon.*  
*George Wallten Green.*  
*Secretary.*  
*Edward L. Allen.*

*Aqueduct Commissioners' Office,*  
*Stewart Building, 280 Broadway,*  
*New York,*

Sep tember 11, 1895.

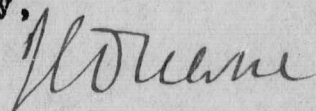
HON. WILLIAM L. STRONG, .

M a y o r .

Dear Sir:-

A special meeting of the Aqueduct Commissioners will be held at this office at 3 o'clock P. M., and of the Construction or Executive Committee thereof at 2:45 o'clock P. M., on Friday, September 13, 1895, when bids will be received for constructing new highways and their appurtenances, fences, etc. (Line No. 1 and Line No. 4), in the Town of Cortlandt, Westchester County, N. Y.

Very respectfully,



President.

(42)

*Commissioners:*

*William L. Strong, Mayor.*  
*Asbel P. Fitch, Comptroller.*  
*William Brookfield, Com. of Public Works.*  
*James C. Duane, President.*  
*John J. Tucker, Vice President.*  
*Henry W. Cannon.*  
*George Walton Green.*  
*Secretary.*  
*Edward L. Allen.*

*Aqueduct Commissioners' Office,*

*Stewart Building, 280 Broadway,*

*New York,* September 16, 1895.

HON. WILLIAM L. STRONG,

M a y o r .

Dear Sir: -

A stated meeting of the Aqueduct Commissioners will be held at this office at 3 o'clock P. M., and of the Construction or Executive Committee thereof at 2:45 o'clock P. M., on Wednesday, September 18, 1895.

At this meeting of the Commissioners bids will be received for completing a highway or road crossing the East Branch of Reservoir "D", in the Town of Kent, Putnam County, New York.

Very respectfully,

EDWARD L. ALLEN,

Secretary.



(40)

*Commissioners:*

*William L. Strong, Mayor.*  
*Abbel P. Fitch, Comptroller.*  
*William B. Croftfield, Com. of Public Works.*  
*James C. Duane, President.*  
*John J. Tucker, Vice President.*  
*Henry W. Cannon.*  
*George Walton Green.*  
*Secretary:*  
*Edward L. Allen.*

*Aqueduct Commissioners' Office,*

*Stewart Building, 280 Broadway,*

*New York,*

December 11, 1895.

40

(COPY)

V. B. Livingston, Esq.,

Secretary, Board of Street Opening and Improvement,

Room 10, Stewart Building, New York City.

Sir: -

Your letter of December 9th, stating that at a meeting of the Board of Street Opening and Improvement, held on the 6th instant, the subject of the continuation of the Southern Boulevard across the Jerome Park Reservoir was presented, and that the matter was laid over until the next meeting of your Board, Friday, the 13th instant, at eleven o'clock, and that you were directed to invite the Aqueduct Commissioners to be present at such meeting, is this day received.

In reply, you are informed that the Aqueduct Commissioners desire to be heard in the matter, but that the notice given of your meeting to be held on the 13th instant did not reach this Board in time for it to properly prepare a statement of the case, it being the desire of the Commission to present a map showing the

lines of the reservoir and prepare a statement in writing concerning the matter.

The Commission therefore desire me to request that this matter be further postponed until your next meeting, at which time the Aqueduct Commissioners will be pleased to present the case to your Board.

A reply to this communication is requested.

I am, yours very respectfully,

Secretary.



(41)

*Commissioners:*

*William L. Strong, Mayor.*  
*Abbel P. Fitch, Comptroller.*  
*Charles H. T. Collis, Com. of Public Works.*  
*James C. Duane, President.*  
*John J. Tucker, Vice President.*  
*Henry W. Cannon.*  
*George Walton Green.*  
*Secretary*  
*Edward L. Allen.*

*Aqueduct Commissioners' Office,*

*Stewart Building, 280 Broadway,*

*New York,*

December 26, 1895.

HON. WILLIAM L. STRONG,  
M a y o r .

Sir:-

In accordance with your communication of the 19th inst.  
to Aqueduct Commissioner H. W. Cannon, I have the honor to submit a brief resume of the work performed under the directions of the Aqueduct Commissioners in 1895.

The work done has been mainly confined to the extension of the Storage System.

Titicus Dam, near Purdy's Station, has been completed at a cost, exclusive of the value of the land taken, of \$970,329.11; 4,000 million gallons have been stored in the adjacent Reservoir, an addition of more than twenty per-cent to the whole storage available before, which has been of great service during the dry Summer and Fall of the present year.

The two Carmel Dams have also been finished, the Main Dam at a cost of \$403,241.64 and the Auxiliary Dam at an approximate cost of \$155,000. Reservoir "D" formed by these two Dams

(2)

will contain about ten thousand million gallons and it is expected that the filling of it will be begun early in 1896.

The system of New Highways and Bridges which is being constructed in connection with Reservoir "D" is approaching completion: \$111,000 have been spent during the year on that class of work.

On August 23rd, 1895 a contract for the construction of the Jerome Park Reservoir was awarded to John B. McDonald, at his bid of \$5,473,060.00. It is expected that the excavation necessary for this extensive structure will include about seven millions cubic yards of earth and rock and will require seven years for its completion; the amount of work done in 1895 is \$33,000. The final installation of the necessary plant will require considerable time, the procurement of land for dumping grounds having taken a large part of the attention of the Contractor. It is not expected that the work can be conducted on a large scale before the Spring of 1896.

The work of construction of the New Croton Dam begun at the end of 1892 has been continued, although not so actively as was expected. The work is now entirely protected from the River, below the bed of which the main excavation is being made



at a great depth. The work performed on this structure in 1895 amounts to \$273,000.

The additional storage expected at the completion of the New Croton Dam is thirty-two thousand million gallons which, when procured, will make the total storage now contemplated more than seventy thousand millions gallons.

The total expenditure incurred by the Aqueduct Commissioners for the work of construction during the year amounted on November 30th to \$530,000, and, at the end of the year will be approximately \$582,000.

Surveys have been made of the land taken for Jerome Park Reservoir; also of the extensive territory which is to be covered by the New Croton Reservoir, and the usual Sanitary inspection has been continued over the lands controlled by the Aqueduct Commissioners.

With the completion of the upper Dams, the work remaining to be done by the Aqueduct Commissioners, as shown by the accompanying appendix, consists mainly of the construction of the New Croton Dam and Reservoir and of Jerome Park Reservoir.

(4)

In answer to your request that the Aqueduct Commissioners submit such suggestions as they may think proper for the future welfare of the Water-Supply, they beg to call your attention to the fact that the consumption in New York during the last five years has been above their anticipations, it ~~was~~ <sup>now</sup> having increased from one-hundred and ten million gallons per day in 1890 before the New Aqueduct was put into service to over two hundred million gallons per day in 1895. Considering the wasteful habits of the citizens of New York and the increased demand expected from our growing population which may in the near future include the new consumers of the "Greater New York", considering also the long time needed to start and mature projects of such magnitude, they do not deem it too early to think of a more remote future than is covered by the present work.

It is not far from twenty-five years ago that the question was first raised as to the insufficiency of the supply furnished by the Old Croton Aqueduct. Before 1880 surveys and reports were made by the Commissioner of Public Works as to the availability of a portion of the flow of the Housatonic River.

In 1883 the present Aqueduct Act was passed and the system of Storage of the New Supply is not yet completed.



(5)

The Aqueduct Commissioners think that it would be advisable to make such surveys as they would find necessary to obtain and leave in the records of the City such information as would bear on the above question, and they propose to ask the advice of the Corporation Counsel as to whether they possess the necessary authority for making such surveys; if it is found that such authority does not exist, it is respectfully submitted that the Aqueduct Commissioners be granted such additional power as would be found proper for the purpose indicated.

Respectfully Submitted,

*J. P. Duane*  
*P. S.*

CRANE'S

A P P E N D I X .

WORK REMAINING TO BE DONE BY THE AQUEDUCT COMMISSIONERS.

Three-quarters of the work on the New Croton Dam:

Gate-Houses, Bridges and Gate Machinery for the same.

All the Bridges and New Highways rendered necessary  
by the flowage of the New Croton Reservoir.

Surveys and clearing of the New Croton Reservoir.

Construction of Muscoot Dam near Katonah.

Finishing the system of New Highways around Reservoir  
"D".

All the work for the construction of Jerome Park  
Reservoir.



Dec. 26

Reservoir.

All the work for the construction of Jerome Park

41  
"D".  
Finishing the system of New Highways around Reservoir.

Construction of Muscogot Dam near Katoanah.

Surveys and clearing of the New Croton Reservoir.

by the flowage of the New Croton Reservoir.

All the bridges and new Highways rendered necessary

*Commissioners:*

*William L. Strong, Mayor.*  
*Abbel P. Fitch, Comptroller.*  
*Charles H. T. Collis, Com. of Public Works.*  
*James C. Duane, President.*  
*John J. Tucker, Vice President.*  
*Henry W. Cannon.*  
*George Walton Green.*  
*Secretary.*  
*Edward L. Allen.*

*Aqueduct Commissioners' Office,*

*Stewart Building, 280 Broadway,*

*New York,* February 17, 1896.

Hon. William L. Strong,

M a y o r .

Dear Sir:-

A stated meeting of the Aqueduct Commissioners will be held at this office at 3 o'clock P. M., and of the Construction or Executive Committee thereof at 2:45 o'clock P. M., on Wednesday, February 19, 1896.

At the above meeting of the Commissioners a public hearing will be held in relation to acquiring additional lands required for the maintenance of the East Branch Reservoir (Double Reservoir "I"), in the town of South East, Putnam County, New York, and it is desirable to have as large an attendance as possible.

Very respectfully,

Edward L. Allen,

Secretary.



*Commissioners:*  
*William L. Strong, Mayor.*  
*Abbel P. Fitch, Comptroller.*  
*Charles H. T. Collis, Comr. of Public Works.*  
*James C. Duane, President.*  
*John J. Tucker, Vice President.*  
*Henry W. Cannon.*  
*George Walton Green.*  
*Secretary*  
*Edward L. Allen.*

*Aqueduct Commissioners' Office,*  
*Stewart Building, 280 Broadway,*

*New York,*

March 16th, 1896.

HON. WILLIAM L. STRONG,

M a y o r .

Dear Sir:-

A stated meeting of the Aqueduct Commissioners will be held at this office at 3 o'clock P. M., and of the Construction or Executive Committee thereof at 2:45 o'clock P. M., on Wednesday, March 18th, 1896.

Very respectfully,

Edward L. Allen,

Secretary.



Mr. John O'Brien,

Dear Sir:-

In the Court of Appeals decision the following extract occurs, "Plaintiffs claimed to recover as damages the alleged cost of work done caused by erroneous grades, lines, etc., given them by the Engineer of the Commission" held "that the action so far as it sought to recover such extra cost was an action under the contract within the meaning of the act so that a recovery ~~of~~ such extra cost was prohibited." "That the statute contemplated a liability upon the part of the City to be specifically set forth under the contract and that beyond its terms there should be no liability."

The specifications of the contract however in section 2, states "all work during its progress and on its completion must conform truly to the lines and levels given by the engineer X X X X X subject to such modifications and additions as he shall deem necessary during its execution" - and on page six the contract states: "Whenever the word Engineer is used in these specifications or in this contract it refers to and designates the Chief Engineer of the Aqueduct Commissioners acting directly or through any assistant etc."

Now when these lines and grades were incorrectly given they were given either by the Engineer or by his assistant and according to the contract they were the plans and directions given to the contractor by the Engineer.

When they were executed and completed, they had been so executed and completed, in compliance with the plans and directions of the Engineer either personally or



through his assistant.

When the error was discovered, they were then modified and added to in order to correct the error, and the same was done by the Engineer and his assistant, and section 2 therefore provides for the rectification of just such errors as were committed and it is difficult to perceive how the learned judge could say "that the recovery of this extra cost was prohibited." Furthermore the rectification of an error is not what is meant as extra work in contracts, as usually understood.

Does it matter how many times the contractor might have worked according to different sets of lines and grades given him by the Engineer or his assistant, in order to rectify and bring them down to the true lines and grades as finally given by the Engineer; and for each and every time the contractor was working under the terms of the contract.

The learned judge also says: "that in an action upon the contract it appeared that the line so designated upon the plans, coincided with the masonry boundary line of the brick work of the tunnel."

Held, "that the said line was the true limit by which to measure the amount of excavation to be allowed plaintiffs."

Now the amount of excavation to be allowed the plaintiffs was literally and truly the exterior line of the arch inclosing the water way of the tunnel, that is the side arch, the top arch, and the invert arch at the bottom, and it would be in point to ask, whether if those arches had been constructed of stone there would be in that case



have been no allowance for the tunnel excavation, because the line A. A. A. would then have been the exterior line of a stone arch and not of a brick arch, and does not this view reduce that assertion to the reductio ad absurdum, particularly as you will look in vain through all the specifications for any word which states that those arches shall be of brick; but, on the contrary, section 18 of the ~~new~~ specifications under the head of "Tunnel" says; "that masonry shall be built within the tunnel at such points and of such materials and of such form and dimensions as the Chief Engineer may determine from time to time."

Therefore, the Chief Engineer had the right to build his arches entirely of brick, or entirely of stone, or of a combination of brick and stone, and the specifications carry him out in so doing; consequently the exterior line of the brick arch is not necessarily and exclusively the line A.A.A. which limits the allowance of tunnel excavation.

Section 19 of the specifications states; "Weepers of the forms and dimensions shown on sheets numbered 7 and 2I are to be built in the side walls and floor."

Now those weepers are laid down of the following dimensions "8 x 4" in the clear.

Evidently therefore some room in the excavation must be allowed for these.

Refer to sheet 2I, and you will there find the weeper cut out of the tunnel, and lying on the <sup>out</sup> side of the arch.

The question is therefore whether the contractor is



to be allowed anything for this weeper excavation, which the contract requires him to make.

Again section 28 of the specifications states;  
 "Wherever in the opinion of the Engineer special means  
 "means are necessary for ~~for~~ draining the tunnel or trenches,  
 "a drain is to be cut in the rock below the floor of the  
 "excavation to such depth as to free entirely from water  
 "the portions where the floor of the masonry is to be made.  
 "This drain is to be paid for per linear foot of its length  
 in rock excavation only."

The drain excavation is also provided for by the specifications.

I wish to call attention now to section B:- "To  
 "prevent all disputes and litigation, it is further agreed  
 "by and between the parties to this contract, that the  
 "Engineer shall in all cases determine the amount or the  
 "quantity of the several kinds of work which are to be  
 "paid for under this contract, and he shall determine all  
 "questions in relation to said work and the construction  
 "thereof, and he shall in all cases decide every question  
 "which may arise relative to the execution of this contract  
 "on the part of the said contractor and his estimate and  
 decision shall be final and conclusive upon said contractor;  
 "and such estimate and decision in case any question shall  
 "arise, shall be a condition precedent to the right of the  
 "party of the second part to receive any money under this  
 "agreement."

And mark also in the preceding paragraph on the same page it states: "That whenever the word 'Engineer' is used in these specifications or in this contract, it



designates and refers to the chief Engineer of the Aqueduct  
 "Commissioners, acting directly or through any assistant  
 "having general charge of the work, or through any assist-  
 "ant or any inspector having immediate charge of a portion  
 thereof, X X X "

Section B. is referred to with ~~with~~ great gusto,  
 to show that the engineer is supreme over the contractor,  
 and can make out for him just such a bill of expenses as  
 he pleases, and therefore, while the contractor is bound by  
 the decision of the engineer, the City is left entirely  
 free to accept or not the decision and final statement of  
 the engineer.

But section B. also states that the engineer shall  
 in all cases determine the amount or the quantity of the  
 several kinds of work which are to be paid for under this  
 contract by the City.

I think the interpretation above stretches the  
 meaning of that paragraph far beyond its scope and object.  
 That paragraph, it is true, was put in place to prevent the  
 continual bickerings and complaints that might arise  
 during the progress of the work, and it appointed the  
 engineer to settle those absolutely, but besides all this  
 it authorizes the engineer to specify the amount due by  
 the City.

But let us go further on in this contract and let  
 us read some more things that the engineer is called upon  
 to do.

We find under the head of "specifications" on the  
 8th page, the following words:- "All work, during its



"progress, and on its completion, must conform truly to the  
 "lines and levels given by the engineer, and must be built  
 "in accordance with the plans and directions given by him  
 "from time to time, subject to such modifications and  
 "additions as he shall deem necessary during its execution;  
 " X X X"

Now what is the meaning of that? The contractor is not at liberty to depart from the plans and directions of the engineer, but the words of the contract are that he must follow them.

Now I will ask here, does that or does that not constitute an obligation upon somebody to pay the contractor for what he has done?

The contractor has no alternative, he must do what the engineer tells him to do..

The 21st section of the specifications also states "Tunnel at any place is to be excavated to the line of the  
 "cross-section determined by the engineer for that place."

Let us refer back to section B. quoted above where it says: "That the engineer or the assistant acting under  
 "his orders shall in all cases determine the amount or the  
 "quantity of the several kinds of work that are to be paid for  
 "under this contract, and that his estimate and decision  
 "shall be final and conclusive upon said contractor; X X X."

I desire to know what engineer is spoken of whose action shall finally bind the contractor. Whether it is the engineer who actually gave the order, and who actually made the estimates, or someone else who might be appointed years afterwards, perhaps, for the express purpose of



cutting down the estimates of the engineer who directed the work, and made the first estimates, and who also wrote the specifications of the contract.

The specifications on page 8 also states "That in no case will any work in excess of the requirements of the plans or of the specifications be paid for unless ordered in writing by the engineer as hereinafter set forth."

Now it comes in order to ascertain what this means. Does it mean that the engineer in every particular case, shall give a separate order in writing, or would a general order to his assistants, that is to the engineers in charge of divisions, to lay down cross-sections of tunnel according to the nature of the rock or ground through which the tunnel passed, fulfill the meaning of the contract as being ordered in writing by the engineer?

I think it does clearly, and in this connection let us refer to the Chief Engineer's instructions of July 25th 1885, and more particularly to that of May 23rd, 1887. The first of these, July 25th, 1885, is addressed to Mr. Wolbrecht, the second of May 23rd, 1887, is a general letter to all division engineers, accompanied by sketches showing the thickness of the arch for various kinds of soil to meet the different conditions.

This letter of May 23rd, in its express terms refers to work done prior to its date.

The thickness of the arches composed of brick on the inside, and rubble on the outside, are respectively 16 inches and 20 inches.

Sheet 24 exhibits an arch 16 inches in thickness; such being the fact therefore, does an arch of this thickness require a special authorization?



This letter particularly gives the Division Engineer's instructions how to adapt the thickness of the arches to the soil or rock in which the tunnel lay, and it supposes that the Division Engineers gave the proper orders to the contractors, and under the very words of the contract the orders of the Division Engineers when they carried out Mr. Church's instructions were the words of Mr. Church.

It may be urged, that the Chief Engineer did not comply literally with the directions of the contract so far as written orders were concerned, but the contract nowhere states how many of these separate orders should be given for each case, or whether they might be grouped in classes.

I think no engineer would hesitate to say that a general letter to his subordinates accompanied with particular illustrations, and exacting quick returns of the actions taken by his subordinates under his instructions, would carry out the instructions of the contract fully.

Now, in my opinion, the letters which I have seen, particularly of May 23, 1887, fulfill this duty fully, and it is only persons unacquainted with practical work who would expect more than the instructions referred to above.

Now to sum up, I think it quite plain; First: That by the terms of the contract, when Mr. Church acted through any one of his subordinates in giving an order to the contractor, it was the same as if Mr. Church had personally given that order. If his assistant gave it in writing following the instructions of Mr. Church, it was the same



as if Mr. Church gave the written order.

Furthermore, I think that it was not necessary for Mr. Church to give a separate order in every case; that he fulfilled his duty in giving written orders to his Division Engineers, or to Assistants, who communicated such written orders and communications to the contractors and so the contract was literally fulfilled, as well as in its intent and purpose.

I hold also what I consider the most important part of all; that an engineer appointed after the work had been done under the directions of another engineer, has no right to alter the estimates of the tunnel cross-sections established by the previous engineer, unless he can show that through the inexperience or fraud of the first engineer, exaggerated cross-sections had been in the first place prescribed, and furthermore, that it falls upon the City to prove that the cross-sections had been in the first place prescribed, and furthermore, that it falls upon the City to prove that the cross-sections given by the first engineer were extravagant or were dictated in a fraudulent spirit.

Holding as I do that the engineer fulfilled his duty by furnishing general written instructions to his assistants for their guidance and that of the contractors, I now ask, conceding for the sake of argument, that the engineer and his assistants neglected their duties in omitting to give written orders to the contractors, are the latter to be refused pay for work actually done, because of the laches of the employees and officers of the City, who were not under the control of the contractors,



but were put in command of the contractors through a contract with cast-iron specifications.

What astonishes every one is that the City should condescend to take advantage of robber-law, of law if it be, to sneak out of the payment of alleged debts. As a simple matter of justice, the contractors should be allowed the right of proving by parole testimony, if written orders through the fault of the engineers have not been furnished, what instructions they received and what work was done under such instructions.

I have no knowledge myself to what extent the City is indebted to the contractors, or to any one of them, but the summary manner in which they have been treated under the interpretation of the laws, must excite the wonder of any one who has even glanced at the case.

Respectfully,

John Newton.

New York, Dec. 27th, 1893.

I hereby certify that the foregoing is a true copy of the original.

( Signed )

Augusta Tiliston,

Notary Public,

N. Y. Co.



II

December 28, 1893.

John O'Brien, Esqr.,

Dear Sir:-

In addition to my letter of December 27th inst. I desire to make another point, which is that nowhere in the contract is it stated that the written authority of the Engineer, for excess of the acquirement of the plans, or of the specifications, shall be given to the Contractor. See Section 2, P. 8.

If this point is sustained, then the instructions of the Engineer to his subordinates in writing, their action reported back to the Engineer, and the cross sections laid down by the Engineer in accordance with these reports, for the final estimate; all taken together constitute a continuous written authority for the cross sections, which no honest debtor could refuse to recognize.

I have not attempted to draw inferences from the points I have taken, those must be left to your legal advisers.

Respectfully,

John Newton.

( copy )

I hereby certify that the foregoing is a true copy of the original.

Signed Augusta Tiliston,

Notary Public,

N. Y. Co.



Copy

This letter The Tribune refuses to publish.  
New York, April 7<sup>th</sup> 1896.

(43)

To the Editor of The Tribune.

Dear Sir:-

I see that you quote Corporation Counsel Scott as saying in regard to my letter which is published in your paper this morning that:-

"There is nothing in the statement worthy of reply. I cannot stoop to answer vituperation and billingsgate. We compelled them to amend the bill after its introduction so that it would not require payment by the city for defective work. This was a part of the scheme, and was not relinquished until it was exposed."

The amendment of the bill was made last Tuesday in the presence of Mr. Scott; on Wednesday following he had it announced to the newspapers of this city, that the claims were made solely for repairing defective masonry, hence it is plain that his statement that the payment for defective work was not relinquished until it was exposed is not true.

Is General Newton's statement which I quoted in my letter not worthy of Mr. Francis M. Scott's reply? Is General Newton's statement vituperation and billingsgate?

It was through Francis M. Scott's actions and false statements while acting as an Aqueduct Commissioner that have placed the city of New York in the position of taking unfair means to avoid paying for labor performed and material furnished



New York, ..... 189.....

of which it received the benefit. And so unfair were these means that for justice sake the Judges of the Court felt it as obligatory upon them to write the letters which were published in the newspapers of this city last week.

The greater part of the misrepresentations published in the newspapers of this city in regard to the contractors work on the New Croton Aqueduct emanated from Francis M. Scott, therefore in fair play the newspapers of this city should insist on him giving a reply to Genl Newton's letter of Dec 23<sup>rd</sup> 1893, a copy of which please find enclosed herewith.

If Mr. Scott is to be excused from giving an answer to this letter of Genl Newton's on his plea that it is "vituperation and billingsgate", let him explain why he kept from the knowledge of the newspapers Genl John Newton's letter dated Sept 19, 1888, and addressed to the Aqueduct Commissioners, at which time Genl Newton was Commissioner of Public Works and by virtue of that office was also an Aqueduct Commissioner, and at which time, Aqueduct Commissioners Scott and others submitted a report which in effect was to take from the contractors payment for a large amount of tunnel excavation they performed. A lithographed copy of this letter is in my possession which you may have any time Mr Scott wishes to reply to it. In it Genl Newton writes:-

"I arrived in town from a two weeks' leave of absence on the 29<sup>th</sup> of August, and it was probably due to that



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fact that I was not earlier cognizant of this report. On Wednesday last, at a meeting of the Construction Committee, I called the attention of the members there present to certain objections which I held against the conclusions, as well as the tone and temper of that report. This, of course, was informally done, with the understanding that I would afterwards officially repeat my remarks. The former Commission, of which I was a member, is faulted by the writer of that report, for having presumed, in opposition to the advice of the Corporation Counsel, Mr. LaCombe, to enunciate an alleged rule for the calculation of tunnel excavation to be allowed under the contract. Closer attention to the whole of the written remarks of Mr. LaCombe, and to the facts of the case, would have prevented the writer from advancing so ill-founded a charge. xxx gross injustice had been done to the former Commission, in the resolution adopted by it, intended to, and did, limit the allowance for tunnel excavation according to the contract and, in this connection, it is a remarkable fact that no one has dared to deny the soundness of the interpretation which the former Commission, and the Corporation Counsel, have placed upon the provisions of the contract in relation to tunnel excavation.

Genl Newton refused to act further with this Scott Commission



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after they adopted the report referred to by him in that letter.

Later this Aqueduct Commission appointed a Chief Engineer who although he had certified during the construction of the aqueduct that the tunnel excavation allowed the contractors in their approximate estimates was in accord with the terms of the contract, yet in making out the final estimate he allowed the contractors very much less excavation than had been allowed them during the time that Genl Newton took an active part in said works. This engineer's excuse for doing so was that Francis M. Scott told him to do it.

In regard to the appointment of said Chief Engineer, General John Newton under date of Dec 27, 1893, writes:-

"I desire to know what engineer is spoken of whose action shall finally bind the contractor, whether it is the engineer who actually gave the order, and who actually made the estimates, or some one else who might be appointed years afterward, perhaps, for the express purpose of cutting down the estimates of the engineer who directed the work and made the first estimates, and who also wrote the specifications of the contract."

While Mr. Scott is making explanations it might be well for to ask him to explain why it was that he did not adopt the advice offered by the expensive Counsellors the city has employed to fight the aqueduct claims, which was to pay for the tunnel



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excavation which Guil Newton, Corporation Counsel Morgan J. O'Brien and many others certified to be in accordance with the terms of the contract.

Let me explain why, his malice blinded him.

How came it that one of the legal advisers of my enemy was appointed an Aqueduct Commissioner? So zealous was he in his client's cause that he resigned from a position paying him \$8000.<sup>00</sup> per year to accept a position of Aqueduct Commissioner at \$5000.<sup>00</sup> per year. I assure The Tribune that if the true inwardness of Mr. Scott's actions in regard to the Aqueduct contractor claims are shown to the citizens of New York, that he cannot silence them by saying to them:-

"I see the gossamer here are against me!" as he is reported to have done yesterday.

The Aqueduct Claims bill now pending in the Legislature at Albany provides that:-

"The Appellate Division of the Supreme Court of the First Judicial Department xx shall appoint xx three disinterested persons who shall be residents and freeholders in said city, xxx The Commissioners shall hear all the evidence offered and receive proofs presented in support of and in opposition to each claim filed before them, and, after duly considering said evidence and proofs, award to such claimant the just, fair and equitable value of the work, labor



JOHN O'BRIEN,  
CONTRACTOR,  
No. 258 BROADWAY.

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and services rendered and materials furnished to  
the city of New York."

Surely under the circumstances The Tribune should be  
willing to trust three of the citizens of New York to award only  
what is just, fair and equitable.

Yours truly,  
John O'Brien



JOHN O'BRIEN,  
CONTRACTOR,  
No. 258 BROADWAY.

Copy

This letter The Tribune refused to publish.  
New York, April 8<sup>th</sup> 1896.

To the Editor of The Tribune.

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Sir:-

In my letter sent to you yesterday which I see you have not published, I neglected to call your attention to a statement you wrote under my letter published in your paper on the 4<sup>th</sup> inst, you state:-

"The Tribune's criticisms of this bill [Aqueduct Claims Bill] were based upon the Court and official records," etc.

No claims having ever been made for payment of deflection work by the aqueduct contractors it is evident that there are not any Court and official records to that effect.

The Tribune having published so many misstatements in regard to the contractors claims, in fairness you should publish the letter I sent to you yesterday.

Yours,

John O'Brien



NEW

2000. Inquiry at the office of the Cutting estate, No. 10 William-st., yesterday afternoon, did not develop any added particulars. Mrs. Cutting has been living in the South for some time, although she has a New-York home. No one at the office of the estate was aware whether or not Mrs. Cutting had been the victim of thieves.

#### JOHN O'BRIEN AND HIS CLAIMS

SOME STATEMENTS ABOUT THE BILL AT ALBANY.  
AND WHAT THE CORPORATION COUNSEL SAYS OF THEM.

John O'Brien, the well-known Aqueduct contractor and ex-chairman of the Democratic State Committee, has sent to this office a letter abusing The Tribune and some city officials for opposing the bill introduced at Albany relating to the Aqueduct claims. The letter is as follows:

To the Editor of The Tribune.

Sir: On my return to this city my attention was called to an editorial in your paper of the 2d inst., in which it is stated: "The contractors appealed to the courts to compel the city to give them extra pay for the extra work their own wilful malpractice had rendered necessary."

This statement being an absolute untruth, you were either imposed upon, or else you have deliberately made this false statement to assist in robbing me of moneys justly due me from the city of New-York. A man that will publish a falsehood for the purpose of injuring another man and will not retract it when he is convinced that it is a falsehood cannot be considered an honest man.

In regard to the Aqueduct contractors' claims, you know that there was not a man connected with that work that knew more about it, nor was there another man as competent to judge on the contractors' claims, as was the late General Newton, who for a long time was Commissioner of Public Works, and by virtue of said office an Aqueduct Commissioner also. In regard to the contractors' claims, he wrote: "What astonishes every one is that the city should condescend to take advantage of robber law, of law if it be, to sneak out of the payment of alleged debts."

The law that General Newton referred to is a statute law, which exempts the city of New-York from a common-law liability. It was never intended by the makers of this law that the city of New-York should take advantage of it to have a lot of work done for which they would not have to pay. This was done in our case; hence the honorable Judges of the courts' letters in our favor.

Nearly all the statements your paper has printed in the past years in regard to defective masonry on the Aqueduct were gross exaggerations, many of them absolute falsehoods. As an illustration as to how you have been imposed upon by representatives of the city into publishing false statements in regard to the contractors' claims, you must know that the statements you received from Albany last week in regard to our bill, emanated from the Counsel to the Corporation and his representatives in Albany. Their statement that the bill provided for payment to the contractors for defective masonry they knew to be false, because they knew that it provides that no claim shall be heard or tried for labor performed, materials furnished, including grouting to repair or make good defective masonry.

It seems to be a deplorable state of affairs when representatives of the city of New-York do resort to falsehoods in order that the city shall succeed in avoiding paying its debts, and the newspapers of the city being aware that they are falsehoods, are silent about it. Respectfully yours, JOHN O'BRIEN.

Corporation Counsel Scott, who prepared the memorial to the Legislature attacking the bill, which was signed by the principal officials of the city, seeing O'Brien's letter yesterday, said: "I cannot stoop to answer vituperation and billingsgate. There is nothing in this statement worthy of reply."

"We compelled them to amend the bill after its introduction, so that it would not require payment by the city for defective work. This was a part of the scheme, and was not relinquished until it was exposed. All The Tribune has said in criticism of this latest assault upon the city treasury has been proper and just."

The Tribune's criticisms of this bill were based upon the court and official records, the opinions of expert engineers and other eminent authority. The unprejudiced public will be inclined to credit the testimony of this character from officials who have carefully examined the O'Brien claims in preference to interested persons like Mr. O'Brien.



The following is a copy of General Newton's letter, which is now published for the first time:

Mr. JOHN O'BRIEN:

DEAR SIR—In the Court of Appeals decision the following extract occurs: "Plaintiff's claim to recover as damages the alleged cost of work done caused by erroneous grades, lines, etc., given them by the engineer of the commission," held, "that the action, so far as it sought to recover extra cost, was an action under the contract within the meaning of the act, so that a recovery for such extra cost was prohibited."

"That the statute contemplated a liability upon the part of the city to be specifically set forth under the contract, and that, beyond its terms there should be no liability."

The specifications of the contract, however, in section 2 state, "all work during its progress, and on its completion must conform truly to the lines and levels given by the engineer . . . subject to such modifications and additions as he shall deem necessary during its execution"—and on page six the contract states: "Whenever the word engineer is used in these specifications or in this contract it refers to and designates the chief engineer of the Aqueduct Commission, acting directly or through any assistant."

Now, when these lines and grades were in fact given, they were given either by the engineer or by his assistant, and according to the contract they were the plans and directions given to the contractor by the engineer.

When they were executed and completed, they had been so executed and completed in compliance with the plans and directions of the engineer, either personally or through his assistant.

When the error was discovered, they were then modified and added to in order to correct the error, and the same was done by the engineer and his assistant, and section 2 therefore provides for the rectification of just such errors as were committed, and it is difficult to perceive how the learned judge could say "that the recovery of this extra cost was prohibited." Furthermore, the rectification of an error is not what is meant as extra work in contracts, as usually understood.

Does it matter how many times the contractor might have worked according to different sets of lines and grades given him by the engineer or his assistant, in order to rectify and bring them down to the true lines and grades as finally given by the engineer; and for each and every time the contractor was working under the terms of the contract.

The learned judge also says: "That in an action upon the contract it appeared that the line so designated upon the plans coincided with the masonry boundary line of the brick work of the tunnel."

Held, "that the said line was the true limit by which to measure the amount of excavation to be allowed plaintiffs."

Now, the amount of excavation to be allowed the plaintiffs was literally and truly the exterior line of the arch inclosing the water way of the tunnel—that is, the side arch, the top arch, and the invert arch at the bottom, and it would be in point to ask, whether if those arches had been constructed of stone there would in that case have been no allowance for the tunnel excavation, because the line A A A would then have been the exterior line of a stone arch and not of a brick arch, and does not this view reduce that assertion to the reductio ad absurdum, particularly as you will look in vain through all the specifications for any word which states that those arches shall be of brick; but, on the contrary, Section 18 of the specifications under the head of "Tunnel" says: "That masonry shall be built within the tunnel at such points and of such materials and of such form and dimensions as the chief engineer may determine from time to time."

Therefore, the chief engineer had the right to build his arches entirely of brick, or entirely of stone, or of a combination of brick and stone, and the specifications carry him out in so doing; consequently the exterior line of the brick arch is not necessarily and exclusively the line A A A, which limits the allowance of tunnel excavation.

Section 19 of the specifications states: "Weepers of the form and dimensions shown on the plans shall be laid down on the inside of the side walls and floor."

Now these weepers are laid down on the following dimensions:—8x4 in the clear.

Evidently, therefore, some room in the excavation must be allowed for these.

Refer to sheet No. 21, and you will there find the weeper cut out of the tunnel and lying on the outside of the arch.

The question is, therefore, whether the contractor is to be allowed anything for this weeper excavation, which the contract requires him to make.

Again section 28 of the specifications states: "Whenever in the opinion of the Engineer special means are necessary for draining the tunnel or trenches, a drain is to be cut in the rock below the floor of the excavation to such a depth as to free entirely from water the portions where the floor of the masonry is to be

contract, and that his estimate and report shall be final and conclusive upon said contractor."

I desire to know what engineer is spoken of whose action shall finally bind the contractor. Whether it is the engineer who actually gave the order, and who actually made the estimates, or some one else who might be appointed years afterward, perhaps, for the express purpose of cutting down the estimates of the engineer who directed the work and made the first estimates, and who also wrote the specifications of the contract.

The specifications on page 8 also states: "That in no case will any work in excess of the requirements of the plans or of the specifications be paid for unless ordered in writing by the engineer as hereinafter set forth."

Now it comes in order to ascertain what this means. Does it mean that the engineer, in every particular case, shall give a separate order in writing, or would a general order to his assistants, that is, to the engineers in charge of divisions, to lay down cross sections of tunnel according to the nature of the rock or ground through which the tunnel passed, fulfill the meaning of the contract as being ordered in writing by the engineer?

I think it does clearly, and in this connection let us refer to the chief engineer's instructions of July 25, 1885, and more particularly to that of May 23, 1887. The first of these, July 25, 1885, is addressed to Mr. Wolbrecht; the second, of May 23, 1887, is a general letter to all division engineers, accompanied by sketches showing the thickness of the arch for various kinds of soil to meet the different conditions.

The letter of May 23, in its express terms, refers to work done prior to its date.

The thickness of the arches, composed of brick on the inside and rubble on the outside, are respectively 16 inches and 20 inches. Sheet 24 exhibits an arch 16 inches in thickness. Such being the fact, therefore, does an arch of this thickness require a special authorization?

This letter particularly gives the division engineer's instructions how to adapt the thickness of the arches to the soil or rock in which the tunnel lay, and it supposes that the division engineers gave the proper orders to the contractors, and under the very words of the contract the orders of the division engineers, when they carried out Mr. Church's instructions, were the words of Mr. Church.

It may be urged that the chief engineer did not comply literally with the directions of the contract so far as written orders were concerned, but the contract nowhere states how many of these separate orders should be given, whether they should be separately given for each case, or whether they might be grouped in classes.

I think no engineer would hesitate to say that a general letter to his subordinates, accompanied with particular illustrations and exacting quick returns of the actions taken by his subordinates, under his instruction, would carry out the instructions of the contract fully.

Now, in my opinion the letters which I have seen, particularly of May 23, 1887, fulfill this duty fully, and it is only persons unacquainted with practical work who would expect more than the instructions referred to above.

Now to sum up, I think it quite plain: First—that by the terms of the contract, when Mr. Church acted through any one of his subordinates, he was acting as the contractor.

was the same as if Mr. Church had personally given that order. If his assistant gave it in writing, following the instructions of Mr. Church, it was the same as if Mr. Church gave the written order.

Furthermore, I think that it was not necessary for Mr. Church to give a separate order in every case; that he fulfilled his duty in giving written orders to his division engineers, or to assistants, who communicated such written orders and communications to the contractors, and so the contract was literally fulfilled, as well as in its intent and purpose.

I hold, also, that I consider the most important part of all—that an engineer appointed after the work had been done under the direction of another engineer has no right to alter the estimates of the tunnel cross-sections established by the previous engineer, unless he can show that through inexperience or fraud of the first engineer exaggerated cross-sections had been in the first place prescribed; and, furthermore, that it falls upon the city to prove that the cross-sections given by the first engineer were extravagant or were dictated in a fraudulent spirit.

Holding as I do that the engineer fulfilled his duty by furnishing general written instructions to his assistants for their guidance and that of the contractors, I now ask, conceding for the sake of argument, that the engineer and his assistants neglected their duties in omitting to give written orders to the contractors, are the latter to be refused pay for work actually done, because of the laches of the employees and officers of the city, who were not under the control of the contractors, but were put in command of the contractors through a contract with cast iron specifications.

What astonishes every one is that the city should condescend to take advantage of robbery, of law if it be, to sneak out of the payment of alleged debts. As a matter of justice, the contractors should be allowed the right of proving by parole testimony, if written orders, through the fault of the engineers, have not been furnished, what instructions they received and what work was done under such instructions.

I have no knowledge myself to what extent the city is indebted to the contractors, or to any one of them, but the summary manner in which they have been treated under the interpretation of the law must excite the wonder of any one who has even glanced at the case. Respectfully,

New York, Dec. 27th, 1893. JOHN NEWTON.

I hereby certify that the foregoing is a true copy of the original.

[L. S.] AUGUSTA TILSTON, Notary Public, N. Y. Co.

DECEMBER 28, 1893.

JOHN O'BRIEN, Esq.

DEAR SIR—In addition to my letter of December 27th inst., I desire to make another point, which is that nowhere in the contract is it stated that the written authority of the engineer for excess of the requirements of the plans, or of the specifications, shall be given to the contractor. See Section 2, p. 3.

If this point is sustained, then the instructions of the engineer, and the cross-sections laid down by the engineer in accordance with these reports, for the final estimate, all taken together, constitute a continuous written authority for the cross-sections, which no honest debtor could refuse to recognize.

I have not attempted to draw inferences from the points I have taken, those must be left to your legal advisers. Respectfully,

JOHN NEWTON.

(Copy.) I hereby certify that the foregoing is a true copy of the original.

[L. S.] AUGUSTA TILSTON, Notary Public, New York County.



made. This drain is to be paid for per linear foot in rock excavation only."

This drain excavation is also provided for by the specifications.

I wish to call attention now to Section B: "I prevent all disputes and litigation it is further agreed by and between the parties to this contract that the engineer shall in all cases determine the amount or the quantity of the several kinds of work which are to be paid for under this contract and he shall determine all questions in relation to said work and the amount therefor, and his estimate and decision shall be final and conclusive upon said contractor; and such estimate and decision, in case any question shall arise, shall be a condition precedent to the right of the party of the second part to receive any money under this agreement."

And mark also in the precedent paragraph on the same page, it states: "That whenever the word 'Engineer' is used in these specifications or in this contract, it designates and refers to the Chief Engineer or the Aqueduct Commissioners, acting directly or through any assistant having general charge of the work, or through any assistant or any inspector having immediate charge of a portion thereof."

Section B is referred to with great gusto, to show that the engineer is supreme over the contractor, and can make out for him just such a bill of expenses as he pleases, and therefore, while the contractor is bound by the decisions of the engineer, the city is left entirely free to accept or not the decision and final statement of the engineer.

But Section B also states that the engineer shall in all cases determine the amount or the quantity of the several kinds of work which are to be paid for under this contract by the city.

I think the interpretation above stretches the meaning of that paragraph far beyond its scope and object. That paragraph, it is true, was put in place to prevent the continual bickerings and complaints that might arise during the progress of the work, and it appointed the engineer to settle those absolutely, but besides all this it authorizes the engineer to specify the amount due by the city.

But let us go further on in this contract and let us read some things that the engineer is called upon to do.

We find under the head of "specifications" on the eighth page the following words: "All work, during its progress, and on its completion, must conform truly to the lines and levels given by the engineer, and must be built in accordance with the plans and directions given by him from time to time, subject to such modifications and additions as he shall deem necessary during its execution."

Now, what is the meaning of that? The contractor is not at liberty to depart from the plans and directions of the engineer, but the words of the contract are that he must follow them.

Now, I will ask here, does that or does that not constitute an obligation upon somebody to pay the contractor for what he has done?

The contractor has no alternative, he must do what the engineer tells him to do.

The 21st section of the specification also states, "Tunnel at any place is to be excavated to the line of the cross-section determined by the engineer for that place."

Let us refer back to Section B, quoted above, when it says: "That the engineer or the assistant acting under his orders shall in all cases determine the amount or the quantity of the several kinds of work that are to be paid for under this contract, and that his estimate and decision shall be final and conclusive upon said contractor."

I desire to know what engineer is aoken of whose action shall finally bind the contractor. Whether it is the engineer who actually gave the order, and who actually made the estimates, or some one else who might be appointed years afterward, perhaps, for the express purpose of cutting down the estimates of the engineer who directed the work and made the first estimates, and who also wrote the specifications of the contract.

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I think it does clearly, and in this connection let us refer to the chief engineer's instructions of July 25, 1885, and more particularly to that of May 23, 1887. The first of these, July 25, 1885, is addressed to Mr. Wolbrecht; the second, of May 23, 1887, is a general letter to all division engineers, accompanied by sketches showing the thickness of the arch for various kinds of soil to meet the different conditions.

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Mr. JOHN O'BRIEN:  
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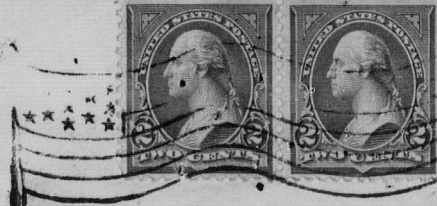
The specifications of the contract, however, in section 2 state, "all work during its progress, and on its completion must conform truly to the lines and levels given by the engineer."



John O'Brien  
Contractor

43  
Hon. W<sup>m</sup> L. Strong,  
Mayor,

New York City.





Before His Honor the Mayor of  
New York.

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MEMORANDUM IN SUPPORT OF ASSEMBLY  
BILL NO. 1173.

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May 18, 1896.

43



May 18, 1896.

Before

HIS HONOR, THE MAYOR OF THE CITY OF NEW YORK.

Memorandum in Support of Assembly Bill No. 1173.

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I.

The effect of the legislation of previous years in regard to the taking of lands for the Croton Aqueduct, and for the protection of the sources of water supply, has been very severe upon owners of property and the community in general in many parts of Westchester County. It is not disputed that legislation for such purposes has been necessary in order to provide an ample water supply for New York City, and to preserve the sources of such supply from contamination; but the result of such legislation has been in one way and another to cause more or less of a continuing "reign of terror" in Westchester County.

The exact extent and description of lands to be taken for aqueduct purposes has never been known to the people of the County; and it is only from time to time, as proceedings are taken under existing laws for condemning specific parcels of land, that it is known, even to such limited extent, what land is to be taken. This uncertainty is disastrous to values and improvement. In addition to this, although the existing laws provide for the payment of compensation for property taken, yet as they also provide that the City acquires title upon the beginning of proceedings, it always happens that the persons whose land is taken do not get that compensation until a long period, sometimes several years,



after the City has acquired the title, and usually after the owners have been turned out of their own property; and the result has been great hardship and suffering in many instances.

The principle upon which any taking of private property, or injury to it, for public use, is justified, is not only public benefit, but also that due compensation shall be made for it; and in the case of a great public work like the Croton Aqueduct, it is well settled (1) that there must be proper compensation, and (2) that the work must be conducted in such manner as to cause as little injury and inconvenience to private owners and also to the public in general as may be consistent with the proper execution of the work. These principles are established beyond controversy in this country.

The bill now under consideration (Assembly Bill No. 1173), which has been passed by both houses of the Legislature, endeavors to protect an existing highway between Peekskill and the Connecticut line, from destruction by the backing of water caused by the construction of dams in connection with the aqueduct work above referred to. This road has been in use from time immemorial, and is a very important and necessary highway between Pekkskill and the towns of Yorktown, Somers, Somers Centre, West Somers, Purdy's Station and North Salem and Western Connecticut. The purpose of the act is the preservation of that highway, and it does not contemplate interference in the slightest degree with the proper location of reservoirs or water storage in any way, or the construction or work of the aqueduct; in fact, it especially provides that while the line of this highway shall be maintained, the City may by bridges and culverts provide against any possible interference or dis-



turbance with the water. Unless this bill becomes law, this highway will be covered with water at several places, and thereby absolutely destroyed, and will of necessity be discontinued for public use. Some owners of property along the line of this highway may possibly be able to procure compensation for injury thereby suffered by them, but the people of the County in general, who will suffer very greatly, will not be able to recover any compensation at all. The result of the backing of the water will be that the distance by road between the Connecticut line and Peekskill, which is now about twenty miles, will be increased by not less than seven miles, and perhaps more, and roads not now in existence will have to be built in order to make travel possible under any circumstances.

The Bill is a thoroughly reasonable and proper one, and there can be no objection whatever to it, unless an objection is made on the part of the City that it will cost it some money to change the grade of the road and to put in culverts or bridges; but it is respectfully submitted that such a reason, if presented, is an entirely insufficient one, and an unworthy one, and that it is the duty of the City so to use the roads and land of the people of Westchester as to save the community in every possible way from loss and injury by reason of the carrying on of this public work. There can be no doubt about the serious character of the injury which would be done to the people of the whole of the northern portion of Westchester County unless this Bill becomes law. If the only injury done could be shown to be directly caused to the owners of land actually taken for the purpose, no doubt a remedy at law under the aqueduct legislation would be open to those individual owners; but in the present case, as is entirely clear, there is no such



remedy, and no means of obtaining protection on the part of the public in general except by just and proper legislation, such as is this Bill.

I I.

This Bill is not "a special city law". It relates to the County of Westchester, whose representatives have procured its passage. It should not have been transmitted to His Honor, the Mayor of New York, for acceptance or non-acceptance by him in behalf of the City.

A reference to the State Constitution and to the language of this Bill makes this so clear that argument is entirely unnecessary.

*Francis M. Carpenter*  
*Chairman*  
*Board of Supervisors*

*James W. Huston*



*Commissioners:*

*William L. Strong, Mayor.*  
*Abbel P. Fitch, Comptroller.*  
*Charles H. T. Collins, Com. of Public Works.*  
*James C. Duane, President.*  
*John J. Tucker, Vice President.*  
*Henry W. Cannon.*  
*George Walton Green.*  
*Secretary*  
*Edward L. Allen.*

*Aqueduct Commissioners' Office,*  
*Stewart Building, 280 Broadway,*  
*New York,* November 2nd, 1896.

HON. WILLIAM L. STRONG,

M a y o r .

Dear Sir:-

A stated meeting of the Aqueduct Commissioners will be held at this office at 3 o'clock P. M., and of the Construction or Executive Committee thereof at 2:45 o'clock P. M., on Wednesday, November 4th, 1896.

At the above meeting bids will be received for excavating a tunnel and constructing a masonry drain at Jerome Park Reservoir, near Sedgwick avenue, in the 24th Ward of the City of New York.

Very respectfully,

EDWARD L. ALLEN,

Secretary.



*Commissioners:*

*William L. Strong, Mayor.*  
*Ashbel P. Fitch, Comptroller.*  
*Charles H. T. Collins, Com. of Public Works.*  
*James C. Duane, President.*  
*John J. Tucker, Vice President.*  
*Henry W. Cannon.*  
*George Walton Green.*  
*Secretary.*  
*Edward L. Allen.*

*Aqueduct Commissioners' Office,*

*Stewart Building, 280 Broadway,*

*New York,*

December 24, 1896.

HON. WILLIAM L. STRONG,

M a y o r .

Dear Sir:-

By direction of President Duane, I transmit copy of  
communication from the Clerk of the Board of Aldermen, addressed  
to the Aqueduct Commissioners.

Respect fully,

*Edward L. Allen*  
Secretary.



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(Copy)

BOARD OF ALDERMEN.

S I R : -

You are hereby notified to attend a public meeting of the  
COMMITTEE ON LAW DEPARTMENT, to consider matter of Westchester  
Water Co., in Room No. 16, City Hall, on MONDAY, the 28th day of  
December, 1896, at 2 o'clock P. M.

WILLIAM H. TEN EYCK,

Clerk.



*Commissioners:*

*William L. Strong, Mayor.*

*Ashbel P. Fitch, Comptroller.*

*Charles H. T. Cellis, Com' of Public Works.*

*James C. Duane, President.*

*John J. Tucker, Vice President.*

*Henry W. Cannon.*

*George Walton Green.*

*Secretary.*

*Edward L. Allen.*

*Aqueduct Commissioners' Office,*

*Stewart Building, 280 Broadway,*

*New York,* July 26, 1897.

Hon. William L. Strong,

M a y o r .

Dear Sir:-

A special meeting of the Aqueduct Commissioners, and of the Construction or Executive Committee thereof, will be held at the office of the Mayor (City Hall) on Monday, August 2, 1897, at 1:30 o'clock P. M., to consider a communication received from Coleman, Ryan & Brown, assignees of James S. Coleman, Contractor for the construction of the New Croton Dam on Croton River, at Cornell site, in the Town of Cortlandt, Westchester County, N. Y., asking the Aqueduct Commissioners to consent to the assignment by them of said contract to the firm of Coleman, Breuchaud & McMullen.

You are earnestly requested to be present at such meeting.

I will transmit for your information, before said meeting, a statement prepared by the Chief Engineer of the Aqueduct Commissioners relating to the above subject.

Very respectfully,

*J. C. Duane*  
President.



(45)

CHIEF ENGINEER'S OFFICE--AQUEDUCT COMMISSIONERS.  
Room 213, Stewart Building.

A. Fieley,  
Chief Engineer.

(Dictated)

New York, July 28th, 1897.

Hon.

*Wm L Strong*  
Aqueduct Commissioner.

Sir :-

In accordance with the request of the Aqueduct Commissioners at their last meeting, I have the honor to submit to you the following brief review of the records of this Department in regard to the construction of the New Croton Dam.

You are aware that this Dam is of unprecedented magnitude, and that it is to complete the system of storage of the Croton River Water-shed.

Owing to the rapid increase of the consumption of water in New York, the contents of the proposed Reservoir to be formed by the New Croton Dam may be imperatively needed within a few years; hence, the anxiety of the Aqueduct Commissioners to complete the operations of construction as soon as practicable.

Bids were first received for this work on June 29th, 1892, but for reasons well known to you they were all rejected, and a second bidding took place and the contract awarded to the lowest bidder, Mr. James B. Coleman on September 2nd, 1892 at his bid of \$4,150,573; the Engineer's Estimate being \$4,574,820.

From the inception of the work, the Chief Engineer in the course of a number of conversations with the Contractor, insisted on the exceptional character and magnitude of the work



which called for unusual exertions. Especial stress was put on the necessity of establishing from the beginning, comprehensive methods in view of the steady progress and development of the operations of construction; also on the need of an able and responsible local superintendence. The Contractor, however, failed to make promptly such preparations as were necessary; many verbal requests to that effect were made to him, and, on June 6th, 1892, the Chief Engineer reported formally to the Aqueduct Commissioners that the work was not progressing favorably; that one and one-half (1 1/2%) per-cent only of the total amount of work was done, concluding to the effect that the necessary preparations for the turning of the river (a work essential for the proper progress of the whole work) were delayed without reason; that there was an insufficiency of plant and of the number of men at work; that there was a lack of definite plan of operation on the part of the Contractor, and that there was a regrettable absence of local responsible superintendence. The Chief Engineer reported at the same time that the Contractor promised to increase his forces at once.

During the last of the year 1893 the Contractor was repeatedly urged to begin the work necessary for the turning of the river; several formal communications being sent to him to that effect, which were reported to the Aqueduct Commissioners. The aforesaid important work of turning the river was only begun at the end of 1893 in a desultory manner.

In March, 1894, the Contractor was formally requested to make such preparations as were necessary to expedite the work



during the coming season; insisting again upon the importance of the work of turning the river into the new channel; pointing to the serious consequences that would result from failure to improve his methods, resulting probably in the loss of one whole season in getting at the foundations of the Dam; eighteen months of construction show \$441,000 worth of work out of a total of \$4,200,000.

Again, on May 22nd, 1894, the Chief Engineer officially communicated with the Contractor confirming verbal statement made on May 15th in the presence of General Duane at the Dam; his instructions were ignored as to the construction of the river-wall; the wall had now been begun, but preparations were being delayed for the foundations of the temporary dams which must be built simultaneously with the river-wall; the Contractor has lost this year the opportunity afforded by low water during the Spring. Formal direction is given to start the work on foundations of temporary dams; not a day should be lost.

In June, 1894, the Chief Engineer reports to the Aqueduct Commissioners that progress is being made on the portion of the work which is remunerative to the Contractor but which is not in the line recommended by the Engineer for proper progress; ~~river wall is not yet begun~~; delays in preparation of temporary dams; river cannot be profitably turned this year. Work reported unnecessarily and unreasonably delayed. The superintendence is not satisfactory for work of this magnitude; there is a regrettable absence of foresight.

In July, 1894, the Chief Engineer reported to the Aqueduct Commissioners that the turning of the river, although



partially accomplished, is not such as will enable the Contractor to take hold during the coming Winter of the main river excavation, and the Contractor is urged to increase the rate of progress about the temporary dams; Mid-Summer is reached and the protective work is much behind.

In August, 1894, report of continued delays.

In October, 1894, renewed instructions to the Contractor to complete the protective work.

On November 21st, 1894, the Chief Engineer presented to the Aqueduct Commissioners a general synopsis of the manner in which the work has been conducted; continued delays are complained of; attention is called to the Contractor's policy to perform that portion of the work which is most remunerative, neglecting to follow the directions given to him to take out portions of work less remunerative but essential to the rate of progress stipulated in the contract; general lack of proper organization and of foresight is again alluded to; at the same time the Chief Engineer presented to the Aqueduct Commissioners his formal certificate that the protective work, so-called, is unnecessarily and unreasonably delayed. On the same date the Aqueduct Commissioners forwarded to the Contractor a copy of that certificate and requested him to appear before them to show cause why that part of the work should not be taken from him. The Contractor appeared before the Aqueduct Commissioners who expressed their dissatisfaction of the manner in which the work was being conducted. Contractor Coleman requests the Aqueduct Commissioners to approve of his assignment of the whole work to the firm of Coleman, Ryan & Brown.



On January 2nd, 1895, this assignment is executed and approved.

In the beginning of 1895, the methods of the Contractors do not show any improvement, and on May 1st, the Chief Engineer transmits to the Aqueduct Commissioners his letter to the Contractors complaining of a general lack of method and foresight in the organization of the work; that the preparations for the execution of the work of excavation in the bed of the river are not sufficiently active, and that valuable time is being lost; the statements of the Contractors do not show definite plans for the conduct of their various operations; a work of this magnitude cannot be properly, promptly and economically conducted unless its successive steps are studied in advance and carefully planned and considered; this is not done by the Contractors.

On May 3rd, 1895, a letter from the Contractors to the Chief Engineer is only a very unsatisfactory answer to his letter of May 1st, and does not cover the points made.

In May, the Chief Engineer complains to the Contractors of the insufficiency of their pumping.

In August, 1895, the Chief Engineer submits to the Aqueduct Commissioners a statement showing the total amount of excavation below the river as being only 76,000 cubic yards up to August 1st, an average of less than 11,000 cubic yards per month; a desultory result for this work; work cannot be finished as stipulated in the contract; masonry is going on but not at such places where it would hasten forward progress.

On September 4th, 1895, the Chief Engineer submits to



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the Aqueduct Commissioners his communication to the Contractors of the same date, complaining of delays in excavation and of the unsatisfactory condition of plant; he requests them to give in writing a description of the methods and appliances which they propose to resort to for the improvement of the rate of progress and for the proper conduct of their work in the future; indicating what <sup>subjects</sup> such description should contain.

The answer of the Contractors, dated October 22nd, 1895, to the above-mentioned letter fails to shed any light on their future operations.

On November 6th, 1895, the Chief Engineer reports to the Aqueduct Commissioners that, notwithstanding the increase in excavation for September and October, he is compelled to officially report that in his opinion the rate of progress is not such, and that the work is not so conducted, that on or before July 1st, 1899 the whole work covered by the contract can be completed, and, in accordance with Clause P of the Agreement, he certifies that the work of building the New Croton Dam is unnecessarily and unreasonably delayed.

At the end of the year 1895, owing to misunderstandings between the several partners of the firm of Contractors, the Engineer formally complained of the lack of responsible representation of the Contractors on the ground.

On the whole, the work of Excavation below the river in 1895 has been insufficient, thereby seriously retarding the progress of the work.

In the beginning of 1896, the Chief Engineer complains again to the Contractors of lack of pumping facilities.

On April 29th, 1896, in tardy answer to the Engineer's



request to furnish in writing a plan of future operation, the Contractors present to the Aqueduct Commissioners a paper to that effect. The Chief Engineer, requested by the Aqueduct Commissioners to report on this paper, reports that, although it contains fuller statements than he had heretofore been able to obtain, he does not consider that the methods and appliances therein described are commensurate with the magnitude of the work to be done in the time stipulated in the contract, or to furnish the amount of work promised for this season, although it is much less than we should expect under the requirements of the contract. The Contractors, however, promise to increase the rate of progress after the present season. This year, as before, valuable time has already been lost, and the masonry might have been begun on April 15th instead of May 15th if proper preparations had been made previously.

The Contractors, in April, 1896, appeared before the Aqueduct Commissioners, and after speaking of the differences which existed between the partners, promised to increase the rate of progress.

In June, 1896, the Chief Engineer complained to the Aqueduct Commissioners that the superintendence of the work is not such as was to be expected from the statements recently made to them by the Contractors. Masonry has been started at the deepest point of the rock excavation on May 26th, but the work is not properly organized, owing to a great extent to a lack of local responsible superintendence.



During the rest of the year 1896, the Chief Engineer complained of the insufficiency of plant and asked also for an increase of the pumping plant.

On January 13th, 1897, the Chief Engineer reports to the Aqueduct Commissioners that the amount of masonry promised by the Contractors in 1896 has not been made; 35,000 cubic yards having been built instead of 47,000 yards as promised, and he insists upon the necessity of making large preparations for the work during 1897.

On January 14th, 1897, Division Engineer Gowen formally called the attention of the Contractors to the importance of taking immediate steps to prepare the necessary plant for the increase of masonry work during the year 1897.

Notwithstanding these early recommendations and the remarkable absence of difficulties of a serious character presented by the work, the Contractors were dilatory in their preparations, and, although the weather was very favorable, the amounts of masonry laid this year are as follows:

In April,	7,010 cubic yards,
In May,	8,750 cubic yards,
In June,	11,456 cubic yards.

There was no reason whatever, except the lack of preparation, which prevented the Contractors from laying in the month of May as much as they did in the following month.

To my knowledge, some additional plant which was necessary in the beginning of the year, has only just been ordered, for no valid reason whatever.



The amount of masonry laid in June is more than has ever been done on the work, but it must be increased substantially in order to satisfy the Aqueduct Commissioners that such progress is done as to secure a reasonable expedition of the progress of the work to completion.

The time of completion of the work was originally July 1st, 1899; it is now impossible to complete it on that date.

It is true that the quantities of work to be done have been somewhat increased since the work was begun. The amount of Earth Excavation especially is much larger than was anticipated, but not in sufficient quantity to justify the delays complained of; the real cause of the delays being the postponement of the turning of the river and the operations resorted to in 1895 for the earth excavation below the river.

As to the increase of stone work which has been lately ordered, it has had no effect so far on the present condition of the work.

It must be stated, however, that although the Aqueduct Commissioners have such good reason to complain of the amount of work done, the quality of work which has been accomplished is satisfactory.

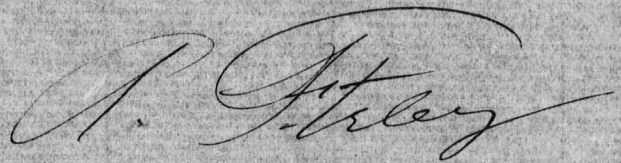
In preparing the above statement, the main features have only been given, and if more details were wanted they could be furnished abundantly by the records of the office.



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At present, the Contractors express themselves unable to adjust their differences, and they consequently apply to the Aqueduct Commissioners for a further assignment of the work to a new firm of Contractors. It is for the purpose of considering the aforesaid application that the Special Meeting of August 2nd has been called.

Yours Respectfully,

A handwritten signature in cursive script, appearing to read "R. H. Hiley". The signature is fluid and elegant, with a long, sweeping tail on the final letter.

Chief Engineer.



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*Commissioners:*

*William L. Strong, Mayor.*  
*Abbel P. Fitch, Comptroller.*  
*Charles H. T. Collis, Com. of Public Works.*  
*James C. Duane, President.*  
*John J. Tucker, Vice President.*  
*Henry W. Cannon.*  
*George Walton Green.*  
*Secretary*  
*Edward L. Allen.*

*Aqueduct Commissioners' Office,*  
*Stewart Building 280 Broadway.*  
*New York,* September 30, 1897.

Hon. William L. Strong,

M a y o r .

Dear Sir:-

A special meeting of the Aqueduct Commissioners, and of the Construction or Executive Committee thereof, will be held at the office of the Mayor, City Hall, on Friday, October 1, 1897, at 3 o'clock P. M., to consider a communication received from the Honorable Francis M. Scott, Counsel to the Corporation, dated September 10, 1897, in relation to the proposed settlement of the claims of former contractors for work done by them in the construction of the New Croton Aqueduct.

Respectfully,

*J. C. Duane*

President.



Minutes of Stated Meeting of the Construction or Executive Committee of the Aqueduct Commissioners, held at their Office, No. 209 Stewart Building, on Wednesday, October 13, 1897, at 2:45 o'clock P. M.

Present:-

The Commissioner of Public Works and Commissioners Duane, Tucker, Cannon and Green.

The Chief Engineer submitted progress reports for the weeks ending October 2nd and 9th, 1897.

On motion of Commissioner Tucker, the same were ordered filed.

The following communication was received from the Chief Engineer:-

New York, October 12, 1897.

To the Honorable,

The Committee on Construction.

Gentlemen:-

Having asked for bids from various teamsters for the purpose of hauling and distributing ninety-seven (97) monuments along the boundary line of the reservoir grounds on the New Croton Dam Division, the following bids are returned:

Alonzo C. Outhouse	\$1.709 each,
Walter E. Twigger,	1.45 "
Antonio Palladino,	1.14 "
Ira Ganung,	.75 "
Louis W. Elliott,	.65 "

Mr. Elliott being the lowest bidder and a responsible person, I would recommend that the work be given to him.

Yours respectfully,

A. FEELEY,

Chief Engineer.

On motion of Commissioner Tucker, it was decided to recommend to the Commissioners that the Chief Engineer be authorized to order the work done by Louis W. Elliott, at the price as above set forth.

The following communication was also received from the Chief Engineer:-



New York, October 6th, 1897.

To the Honorable,  
The Committee on Construction.  
Gentlemen:-

The work for which the following named Laborers and Drivers with teams were employed, having been completed, they were discharged on October 1st, 1897:

L a b o r e r s :

James Ostrander,	William Malone,
Gerhart Raters,	Charles E. Abel,
Eli W. Hart,	Richard O'Brien,
James May,	James P. Rogers,
George Foss,	John M. Strang,
August Anderson,	William H. Adams,
John Kelly,	John Morrison,
Jacob Tompkins.	

Drivers with Teams:

Thomas J. Brennan,	R. B. Wixom,
William J. Corbin,	Samuel Cornish,
Joseph Gordon,	Thomas Finnaughty,
George R. Cole.	

Yours respectfully,  
A. FTELEY,  
Chief Engineer.

On motion of Commissioner Green, it was decided to recommend to the Commissioners that the action of the Chief Engineer, as above set forth, be approved.

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The Secretary verbally reported that, in accordance with the request of the Chief Engineer and by direction of the President, he had made application to the Civil Service Commission for the names of two persons, living in Katonah or the neighborhood, eligible for appointment as Laborers, and had received the names of Robert E. Fisher and William R. Palmer.

In connection therewith, the following communication was received from the Chief Engineer:-

New York, October 13, 1897.

To the Honorable,  
The Committee on Construction.  
Gentlemen:-

The following named Laborers were employed at Katonah on October 11th, at \$2.00 per day, as per your authority.

Robert E. Fisher, William R. Palmer.  
Yours respectfully,  
A. FTELEY,  
Chief Engineer.

On motion of Commissioner Tucker, it was <sup>to recommend</sup> decided to the Commissioners that the action of the Chief Engineer in



assigning said persons to duty be approved.

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The following communication was also received from the Chief Engineer:-

New York, October 1st, 1897.

To the Honorable,  
The Committee on Construction.  
Gentlemen:-

On July 21st, 1897, you instructed me to request Mr. Dykman to institute dispossess proceedings against Nelson Brothers, the former owners of Parcels Nos. 112 and 185.

I did so on July 24th, and Mr. Dykman employed a local attorney, Mr. Haines, to attend to that case.

Mr. Haines now informs the Division Engineer that before proceeding he would like to have the Aqueduct Commissioners send written instructions to Mr. Dykman and to Division Engineer Edward Wegmann to the effect that they take immediate possession of the above-mentioned parcels, by the Sheriff, if necessary. Mr. Haines says that without such

explicit and positive orders from the Aqueduct Commissioners he and the Division Engineer might be sued personally for the consequences of the dispossession.

This is to ask you to send such instructions to Mr. Dykman and to Mr. Wegmann. I would also ask you to make the instructions cover Parcel No. 113, formerly owned by Z. M. Knowles, who is in the same position towards you as Nelson Brothers.

Yours respectfully,  
A. FTELEY,  
Chief Engineer.

On motion of Commissioner Cannon, the President was requested to instruct Division Engineer Wegmann and Mr. H. T. Dykman to take immediate possession of the property of Nelson Brothers and Z. M. Knowles, as set forth in the above communication.

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The following communication was received from the Secretary:-

New York, October 13, 1897.

To the Construction or Executive Committee,  
Gentlemen:-

I beg to report that certain of the former owners of property which has been taken for the New Croton Reservoir continue to occupy the premises and have signed agreements that the rental thereof shall be deducted from the awards when made by the Commissioners of Appraisal.



The following agreements have been received from Division Engineer Wegmann and were transmitted to the Comptroller for filing in the Finance Department, viz.:

Parcel 235,	Oliver Hubbard,	Bedford, N. Y.
" 261,	Clarissa L. Wood,	Bedford, N. Y.
" 339,	Mary A. Parent,	Lewisboro, N. Y.
" 374,	Phoebe E. Adams,	Lewisboro, N. Y.
" 467,	Frank L. Parkus,	North Salem, N. Y.
" 493,	W. H. Gardner,	North Salem, N. Y.
" 573,	Purdy L. Hitchcock,	Somers, N. Y.

Very respectfully,

EDWARD L. ALLEN,  
Secretary.

On motion of Commissioner Cannon, the action of the Secretary was approved and the report ordered filed.

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In connection therewith, the following communication was received from the Chief Engineer:-

New York, October 13, 1897.

To the Honorable,

The Committee on Construction.

Gentlemen:-

On August 11th, 1897, I handed you eleven (11) agreements signed by certain owners of parcels of land taken by the City for the New Croton Reservoir, by which they agree that the rents now charged to them for occupancy of their former premises will be deducted from the final award of the Commissioners of Appraisal. I am informed that a number of additional agreements were sent directly by the Division Engineer to the Secretary. I now notice that Mr. Dykman advises that the various signers of these papers should be notified of the filing of such papers with the Comptroller.

I consequently submit that the Secretary be instructed to do so.

Yours respectfully,

A. FTELEY,

Chief Engineer.

On motion of Commissioner Cannon, the Secretary was directed to comply with the above suggestion of the Chief Engineer.

-----  
A communication was received from the Secretary presenting the following bills for taxes for the year 1897 and stating that the same had been examined and found correct and should be certified to the Comptroller for payment, viz.:

School District No. 10, Town of Carmel,.....	\$47.84
School District No. 6, Town of Yorktown,.....	94.73
School District No. 7, Town of Bedford,.....	20.90.

On motion of Commissioner Green, it was decided to recommend to the Commissioners that said bills be approved



and ordered certified to the Comptroller for payment.

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A communication was also received from the Secretary reporting that the sum of \$3,800.00 had been received from Coleman, Ryan & Brown, contractors for the construction of the New Croton Dam, being for the use and occupancy by them of the buildings owned by the City of New York near said dam, from August 31, 1892, and until such time as the City may resume control of the work; and stating that said amount had been transmitted to the City Chamberlain for the credit of the "Additional Water Fund", and that his receipt therefor was on file.

On motion of Commissioner Tucker, it was decided to present the same to the Commissioners.

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The following was received:-

New York City Civil Service Commission,  
New Criminal Court Building.

New York, October 6th, 1897.

Mr. Edward L. Allen,  
Secretary, Aqueduct Commission,  
No. 280 Broadway, City.

Dear Sir:-

As per your request to examine James C. Gregory for re-instatement for the position of patrolman, I desire to inform you that Mr. Gregory's examination was held, and has been completed, and that he successfully passed the same with a percentage of 37.25 in merit. Before final appointment can be made of Mr. Gregory, it is necessary under chapter 428, section 2 of the Laws of 1897 that an examination for fitness shall be conducted, and the combined rating for merit and fitness shall be added together and be the final rating. After Mr. Gregory has passed the examination for fitness, and if found qualified by your Board, he may be re-instated for the position of patrolman. Will you please notify me when this examination has been completed, and certify to me the date of re-instatement of Mr. Gregory?

I herewith enclose copy of regulations established pursuant to chapter 428, of the Laws of 1897.

Yours truly,

S. WILLIAM BRISCOE.

In connection therewith, on motion of Commissioner Cannon, it was decided to recommend to the Commissioners the adoption of the following resolution:-



R E S O L V E D, That, pursuant to section 2, chapter 428 of the Laws of 1897, the New York City Civil Service Commission is hereby appointed a Board of Examiners in the examination "for fitness" for reinstatement of James Gregory.

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A communication was received from the Comptroller transmitting transcript of judgment in favor of Edward Fox against The Mayor, etc., for \$249.33 for salary as an Inspector of Masonry on the New Aqueduct.

On motion of Commissioner Tucker, it was decided to recommend to the Commissioners that a voucher be drawn in favor of said Edward Fox for said amount, together with interest, amounting in all to \$294.50, and certified to the Comptroller for payment.

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The Committee then adjourned.

EDWARD L. ALLEN,

Secretary.



Minutes of Stated Meeting of the Construction or Executive Committee of the Aqueduct Commissioners, held at their Office, No. 209 Stewart Building, on Wednesday, October 20, 1897, at 2:45 o'clock P. M.

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Present:-

The Commissioner of Public Works and Commissioners Duane, Tucker and Green.

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The Chief Engineer submitted progress report for the week ending October 16th, 1897.

On motion of Commissioner Tucker, the same was ordered filed.

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The following communication was received from the Chief Engineer:-

New York, October 20, 1897.

To the Honorable,

The Committee on Construction.

Gentlemen:-

The Secretary of the New York City Civil Service Commission having certified to you as eligible for re-instatement into the service of the Aqueduct Commissioners as Patrolman, the name of James C. Gregory of Croton Lake, I respectfully recommend that he be appointed to such a position at a salary of \$3.50 per day, he to furnish his own means of transportation at his own cost.

Yours respectfully,

A. FTELEY,

Chief Engineer.

On motion of Commissioner Tucker, it was decided to report to the Commissioners in favor of such recommendation.

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The following communication was also received from the Chief Engineer:-

New York, October 20, 1897.

To the Honorable,

The Committee on Construction.

Gentlemen:-

In September we ordered one Frank Defeo, an Italian, present tenant of a house on Parcel No. 30 1/2 of the land taken for the New Croton Reservoir, to vacate his premises by October 17th. This, because he persists in selling liquor and making and maintaining a nuisance.



As Defeo is virtually a former owner, from the fact that the shanty that he now occupies was built by him upon leased land before we took possession, it remains to be seen whether he will not take advantage of his position and defy us, as Searles and others have done. On the other hand, there might have been in the lease which he had from the former owner of the land some provision by which his claims to consideration would not be considered more than those of an ordinary tenant.

He promised us faithfully when we allowed him to stay in the place that he would stop selling liquor. It is highly desirable that he should be turned out and his whole establishment pulled down and burned up.

It is necessary for the welfare of the work that Defeo should be dispossessed for maintaining a nuisance or on such other grounds as the case may suggest itself to the Counsel.

This is to request that you inform Mr. Dykman as to the above-mentioned case and to ask him to dispossess Defeo as soon as possible.

Yours respectfully,

A. FTELEY,

Chief Engineer.

On motion of Commissioner Green, the Secretary was directed to transmit a copy of the above letter to Mr. H. T. Dykman, Special Counsel for the City, and request that he follow out the suggestions therein contained.

-----  
The following communication was also received from the Chief Engineer:

New York, October 19, 1897.

To the Honorable,

The Committee on Construction.

Gentlemen:-

I am in receipt of a communication from Messrs. Coleman, Ryan & Brown requesting permission to continue the work of masonry at the New Croton Dam during the Winter.

Their communication is as follows:

"Croton-on-Hudson, N. Y., October 18, 1897

"A. FTELEY, Esq.,

"Chief Engineer, Aqueduct Commissioners.

"Dear Sir:-

"In view of the great amount of masonry remaining to be laid for the completion of the New Croton Dam, we are anxious to do everything in our power to push the work and therefore would respectfully ask your permission to allow us to lay masonry during the coming winter.

"Our plan would be to work eight gangs of masons and, if the weather is not too severe, we would endeavor



"to lay 7,000 cubic yards of masonry per month, and by so  
"doing would have the work in very good shape for Spring.

"Should you decide to grant our request, we would  
"ask you to advise us as early as possible in order that we  
"may arrange for a large storage of Portland cement before  
"the close of navigation, and also begin the work of prepara-  
"tion necessary for heating sand, laying extra steam-pipes,  
"etc., etc., required for winter work.

"Very respectfully yours,

"(Signed) Coleman, Ryan & Brown,  
"Breuchaud."

The permission asked for may be safely granted,  
provided the Contractors take all necessary precautions to  
prevent the masonry from being injured by cold weather, i.e.:  
heating the sand and water, steaming the stones and taking  
all other precautions that may be required by the Engineer.

The same policy has been followed successfully for  
the other dams, and especially for the Titicus Dam.

I must state, however, that if the masonry is al-  
lowed to be built in cold weather, Portland cement must be  
used for the mortar instead of Rosendale cement, as the lat-  
ter cannot be trusted in cold weather.

This change of cement is provided for in the con-  
tract: by its terms, when masonry is laid in Portland cement  
(mixed in the proportion of one (1) of cement to three (3)  
of sand) instead of Rosendale cement, eighty-nine (89) cents  
are added to the cost of the masonry per cubic yard, conse-  
quently, if, during four months of Winter the Contractors  
laid twenty-five thousand (25,000) cubic yards, which is my  
estimate of their probable output during that time, the ex-  
cess of expenditure would be twenty-two thousand two hundred  
and seventy-five dollars (\$22,275.00).

The contract provides for 50,000 cubic yards of  
such masonry laid in Portland cement of the mixture of 3 to  
1; of which, less than 9,000 yards have already been laid.

As we are consequently well within the limits of  
the contract, and in view of the importance of pushing the  
work as rapidly as possible, I respectfully report that I  
have granted the request of the Contractors, provided they  
comply with the directions of the Engineer in regard to all  
the precautions that he will find necessary for doing the  
work in a proper and safe manner.

Yours respectfully,

A. FTELEY,

Chief Engineer.

On motion of Commissioner Green, the action of the  
Chief Engineer, as above set forth, was ratified and approved.



The following communication was also received from the Chief Engineer:-

New York, October 19, 1897.

To the Honorable,  
The Committee on Construction.  
Gentlemen:-

The work which has been prosecuted at Carmel last summer at the Auxiliary Dam and on the new highways is practically completed.

At the request of the Chief Engineer of the Croton Aqueduct, I have already transferred to him the possession of the office buildings which his Department is now repairing in view of permanent occupancy, and, although the machinists employed by you have to put the new ball-bearings on the Gate System, an operation which will not interfere with the maintenance of the dams, I respectfully recommend that the transfer of the property now under the control of the Aqueduct Commissioners near Carmel, to the Commissioner of Public Works, take place on November 1st, 1897, and that the Chief Engineer be directed to make such arrangements as may be necessary with the Chief Engineer of the Croton Aqueduct for the change of supervision of the property.

Yours respectfully,

A. FTELEY,

Chief Engineer.

On motion of Commissioner Tucker, it was decided to recommend to the Commissioners that the President be authorized and directed to comply with the above recommendation of the Chief Engineer.

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A communication was received from the Secretary recommending that the following bills for taxes for the year 1897 be approved and certified to the Comptroller for payment, viz.:

School District No. 10, towns of Bedford & Lewisboro, amounting to \$470.93.

School District No. 9, town of Kent, amounting to \$55.88.

On motion of Commissioner Tucker, it was decided to recommend to the Commissioners that said bills be approved and ordered certified to the Comptroller for payment.

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A communication was received from the Secretary reporting that on September 22, 1897, there was presented to the Committee a bill of Coleman, Ryan & Brown, Contractors for the New Croton Dam, for extra work done at said dam by order of the Engineer, amounting to \$1951.29, which bill was approved and a voucher ordered drawn for said amount and certified to the Comptroller for payment, but that since that time an error had been discovered in the bill, and the proper amount was \$1950.46, and



recommending that the resolution passed on September 22, 1897, be amended so as to cover the amount of the bill as now presented.

On motion of Commissioner Green, it was decided to report to the Commissioners in favor of such recommendation

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A communication was also received from the Secretary reporting that on November 21, 1894, there was presented to the Committee a bill of James S. Coleman, Contractor, for labor performed and material furnished in laying cast-iron pipe at the New Croton Dam to keep up the water supply of Sing Sing Prison while the Old Croton Aqueduct was discontinued, amounting to \$1,008.00, which bill was approved and a voucher ordered drawn for said amount and certified to the Comptroller for payment, but that since that time an error had been discovered in the bill and the proper amount was \$997.70, and recommending that the resolution passed on November 21, 1894, be amended so as to cover the amount of the bill as now presented.

On motion of Commissioner Green, it was decided to report to the Commissioners in favor of such recommendation.

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The Secretary presented forms of contract, specifications and bonds, received from the Commissioner of Public Works on October 19, 1897, to provide for the construction of a keeper's house and storage-room extension, janitor's cottage and stable, at the Jerome Park Reservoir, in the Twenty-fourth Ward of the City of New York.

On motion of Commissioner Tucker, it was decided to present the same to the Commissioners and recommend that they be approved and adopted, and that the Secretary be directed to have triplicate copies thereof prepared for certification in accordance with the statute; and that the President and Secretary take the necessary steps to provide for the receipt of bids for doing the work required to be done.

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The Committee then adjourned.

EDWARD L. ALLEN,

Secretary.



*Commissioners:*

*William L. Strong, Mayor.*  
*Abbel P. Fitch, Comptroller.*  
*Charles H. T. Collins, Comr. of Public Works.*  
*James C. Duane, President.*  
*John J. Tucker, Vice President.*  
*Henry W. Cannon.*  
*George Walton Green.*  
*Secretary.*  
*Edward L. Allen.*

*Aqueduct Commissioners' Office,*  
*Stewart Building, 280 Broadway,*  
*New York,* November 26, 1897.

Hon. William L. Strong,

M a y o r .

Dear Sir:-

A special meeting of the Aqueduct Commissioners, and of the Construction or Executive Committee thereof, will be held at the office of the Mayor, City Hall, on Monday, November 29, 1897, at two o'clock P. M., to consider the proposed settlement of the claims of former contractors for work done by them in the construction of the New Croton Aqueduct.

Very respectfully,



Vice President.



*Commissioners:*

*William L. Strong, Mayor.*  
*Abel P. Fitch, Comptroller.*  
*Charles H. F. Collis, Comr of Public Works.*  
*James C. Duane, President.*  
*John J. Tucker, Vice President.*  
*Henry W. Cannon.*  
*George Walton Green.*  
*Secretary*  
*Edward L. Allen.*

*Aqueduct Commissioners' Office,*

*Stewart Building, 280 Broadway,*

*New York,*

November 29, 1897.

Hon. William L. Strong,

M a y o r .

Dear Sir :-

This is to notify you that, at the request of his Honor, Mayor William L. Strong, the special meeting called for 2 o'clock to-day (the 29th instant) to consider the proposed settlement of the claims of former contractors for work done by them in the construction of the New Croton Aqueduct, has been postponed to Tuesday, the 30th instant, at 2:30 o'clock P. M., at the office of the Mayor, City Hall.

Respectfully,

*Edward L. Allen*  
Secretary.



(48)

C

OLD CROTON AQUEDUCT LAW.

Chap. 256 of 1834.-

Provides for appointment of Commissioners with power to condemn or buy. City to be seised in fee of land condemned.

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Chap. 468 of 1836.

Sec. 1. Provides that lands should be condemned only for the use and purpose of introducing water into the City of New York, and for purposes necessarily incident thereto.

Sec. 2. Lands in Westchester Co., revert to owners as "fully and perfectly" as though the act had never been passed, if used for any other purpose than for Aqueduct purposes, upon re-payment of award. (no interest mentioned).

Sec. 4. The Corporation of the City of New York shall, at the expense of said Corporation erect and sustain convenient passes across or under the Aqueduct to be erected by virtue of the act hereby amended (1834c. 256), wherever said Aqueduct shall intersect the land in the said County of Westchester belonging to an individual or individuals, for the farming and other purposes of the land thus intersected.

OLD CROTON AQUEDUCT LAW.

Chap. 256- of 1834.

Amendments.

See law 1833-c36.

" 1836-468.

1837-328.

1838-127.

1840-175.

1841-306.

Rel to law. 1836-293.

1839-318.

1840-235.

1842-225.

1843-231.

1845-137&225.

1849-90.

Croton Water Dept.

1849-383.



Albiston  
Agueduct

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