

REAL ESTATE RECORD AND BUILDERS GUIDE.

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VALIDITY OF THE CITY PLAN OR ZONING SYSTEM ADOPTED BY THE BOARD OF ESTIMATE

By CHARLES H. PECK, Ass't Solicitor, N. Y. Title & Mortgage Co.

BY Chapter 470, Laws of 1914, two new sections were added to the Charter of the City of New York, Section 242a, and Section 242b. These provisions granted to the Board of Estimate extensive powers to create what is commonly known as the "zoning system"—"to regulate and limit the height and bulk of buildings hereafter erected and to regulate and determine the area of yards, courts and other open spaces; * * * to divide the city into districts of such number, shape and area as it may deem best suited to carry out the purposes of this section." Also: "The Board of Estimate and Apportionment may regulate and restrict the location of trades and industries and the location of buildings for specific uses, and may divide the city into districts of such number, shape and area as it may deem best suited to carry out the purposes of this section. For each such district regulations may be imposed designating the trades and industries that shall be excluded or subjected to special regulations and designating the uses for which buildings may be erected or altered. Such regulations shall be designed to promote public health, safety and general welfare. The Board shall give reasonable consideration, among other things, to the character of the district, its peculiar suitability for particular uses, the conservation of property values and the direction of building development in accordance with a well-considered plan."

The Act further provides for public hearings, official reports, publication of notice thereof, and further hearings.

Far Reaching in Effect.

The final report was made June 2, 1916, and the resolution of the Board, embodying the plan, which has the effect of a statutory enactment, was adopted July 25, 1916. Probably no enterprise ever undertaken under the authority of the city government has been so comprehensive and far-reaching as this, and none that has contained such vast potentialities to influence real estate uses and values. It is inevitable that the plan will be subjected to the most searching legal criticism; so that any legal opinion concerning it, at the present time, must necessarily relate to the system in principle. It is entirely possible that, even though the system in its general outlines may be upheld by the courts, some of its features may be open to successful attack.

The plan has been long under consideration by men competent to deal with it, and it is unquestionably in harmony with progressive modern opinion as to municipal regulation and betterment. And not least among the merits claimed for it, is that of tending to stabilize real estate values. These general aspects are alluded to here because they are certain to have great weight in any judicial consideration of the subject, particularly in its constitutional bearings.

No Compensation.

If the Legislature has power to authorize the establishment of this plan, it must necessarily be because of its so-called "police powers" under the Constitution. The plan is not in any respect retroactive and no attempt is made to provide compensation for any property rights taken or curtailed.

These "police powers" are a comparatively modern development, the application and extension of them being largely due to municipal conditions which have arisen through the congested population of large cities. In every State, therefore, in which there are large cities there have been numerous judicial decisions construing various laws attempting to give increased municipal control over particular conditions certain to develop where masses of population are congregated. For the present purpose, reference will be made only to the principal cases in this State and of the Supreme Court of the United States, that may have some application to the plan in question.

The most conspicuous of the early cases on the subject is *Matter of Jacobs* (98 New York 98), which arose under an act passed in 1884 prohibiting the manufacture of cigars in tenement houses. The law was assailed by eminent counsel and was held by the Court of Appeals to be unconstitutional after an elaborate opinion by Judge Earl, which has since been frequently cited. I recall very distinctly the interest the decision excited at the time it was made; and the subsequent tenement house legislation was doubtless drawn with regard to the principles it enunciates. It should be read in full instead of quoted from.

Compensation Must Be Allowed.

In *Forster v. Scott* (136 New York 577), a section of the New York Charter, providing that no compensation should be allowed to the owner of land taken for a street for any building erected thereon after the filing of the map, was declared unconstitutional and void. "It is not necessary," said Judge O'Brien, "in order to render a statute obnoxious to the restraints of the Constitution, that it must in terms or in effect authorize an actual physical taking of the property or the thing itself, so long as it affects its free use and enjoyment, or the power of disposition at the will of the owner. Though the police and other powers of government may sometimes incidentally affect property rights; according to established usages and recognized principles familiar to courts, yet even these powers are not without limitations, as they can be exercised only to promote the public good, and are always subject to judicial scrutiny." See also *Matter of New York City*, 196 New York 259.

Pertinent Decision.

The decision of the Court of Appeals most pertinent to the present situation is *People ex rel Kemp v. D'Oench* (111 New York 359). The opinion is very brief. Judge Earl says:

"It is provided in the Act, Chapter 454 of the Laws of 1885, that 'the height of all dwelling houses and of all houses used or intended to be used as dwellings for more than one family thereafter to be erected in the City of New York, shall not exceed eighty feet in streets and avenues exceeding sixty feet in width.' We have no doubt of the competency of the Legislature in the exercise of the police power under the Constitution to pass such an act, and the sole question, therefore, now to be determined is, whether the act applies to hotels. We think it does not."

This case will no doubt be strongly urged in support of the City Plan, particularly in regard to limiting the height of buildings. This feature is probably among the least vulnerable of the entire scheme.

A full discussion of the police powers

in their ordinary applications is contained in the opinion of Peckham, J., *Health Department v. Rector*, 145 New York 32. See also *People v. Haynor*, 149 New York 195; *Fire Department v. Gilmour*, 149 New York 453; *City of New York v. Herdje*, 68 App. Div. 370; *Powell v. City of Rochester*, 93 Misc. 234; *City of New York v. Foster*, 148 App. Div. 258; affirmed 205 New York 593; *People v. Miller*, 161 App. Div., 138; *City of Rochester v. West*, 164 New York 510; *People v. Green*, 85 App. Div. 400; *People ex rel Wineburgh Adv. Co., v. Murphy*, 195 New York 126.

Held Unconstitutional.

An Act passed in 1903 declaring a setback along Eastern Parkway Extension, in Brooklyn, but without providing for compensation, was held unconstitutional in *People ex rel Dilzer v. Calder* (89 App. Div. 503). The act establishing Eastern Parkway with setbacks and restrictions, provided for compensation, which was awarded and paid.

This rule has been very generally upheld in all the states in which cases have arisen and by the United States Supreme Court, in *Eubank v. Richmond*, 226 U. S. 137. See *Berry's Restrictions on Real Property*, Section 60.

In 1898, the Legislature of Massachusetts passed a law limiting the height of buildings in a certain district in the City of Boston and providing that owners of buildings exceeding that height, the construction of which had been commenced before January 14 of that year, might recover damages. The Supreme Judicial Court of Massachusetts sustained the law; and, on appeal to the Supreme Court of the United States, the judgment was affirmed, but only as to that phase that provided for compensation, inasmuch as the building in controversy was begun before January 14. "We have not considered," says Mr. Justice Brewer, "any question of purely State cognizance, nor have we stopped to comment on the suggestion made by the Supreme Court of the State, that this statute might be sustained as an exercise of the police power, or if it could be so sustained, that it could be enforced without any provision for compensation. Considering simply the distinct proposition so ably presented by the counsel for plaintiffs in error, we are of opinion that the statute in question cannot be adjudged in conflict with the Federal Constitution." *Williams v. Parker*, 188 U. S. 491, 504.

This decision was rendered in 1902. Five years later, in *Welch v. Swasey* (193 Mass. 364), the Supreme Court of Massachusetts enforced the suggestion in the prior case and declared the whole subject to be within the police powers.

Building Lines.

In 1912, the case of *Eubank v. City of Richmond* (226 U. S. 137) came before the United States Supreme Court, which decided that a municipal ordinance, authorized by statute, requiring the city authorities to establish building lines in any block on request of the owners of two-thirds of the property was unconstitutional as an attempt to deprive the non-assenting owners of their property without due process of law. In delivering the opinion of the Court, Mr. Justice McKenna says:

"Whether it is a valid exercise of the police power is the question in the case, and that power we have defined by general words a number of times. It is not susceptible of circumstantial precision. It extends, we have said, not only to regulations which promote the public health, morals and safety, but to those which promote the public convenience or the general prosperity. And further, 'It is the most essential of powers, at times the most insistent, and always one of the least limitable of the powers of government.' (District of Columbia v. Brooke, 214 U. S. 138, 139). But necessarily it has its limits and must stop when it encounters the prohibitions of the Constitution. A clash will not, however, be lightly inferred.

"Governmental power must be flexible and adaptive. Exigencies arise, or even conditions less peremptory, which may call for or suggest legislation, and it may be a struggle in judgment to decide whether it must yield to the higher considerations expressed and determined by the provision to the Constitution. The point where particular interests or principles balance 'cannot be determined by any general formula in advance.' (Hudson Water Co. v. McCarter, 209 U. S. 349, 355.) * * * It leaves no discretion to the committee on streets as to whether the street line shall or shall not be established in a given case.

"In other words, part of the property owners fronting on the block determine the extent of use that other owners shall make of their lots, and against the restriction they are impotent. This we emphasize. One set of owners determine

not only the extent of use but the kind of use which another set of owners may make of their property. In what way is the public safety, convenience or welfare served by conferring such power?"

In *Reinman v. City of Little Rock* (237 U. S. 171), decided in October, 1914, the Supreme Court of the United States held a municipal ordinance making it unlawful to conduct the business of a livery stable in certain defined portions of the city, is not unconstitutional as depriving an owner of a livery stable already established within that district of his property without due process of law, or as denying him equal protection of the law. In the course of the opinion of the Court by Mr. Justice Pitney is the following:

"Granting that it is not a nuisance per se, it is clearly within the police power of the state to regulate the business, and to that end to declare that in particular circumstances and in particular localities a livery stable shall be deemed a nuisance in fact and in law, provided this power is not exerted arbitrarily, or with unjust discrimination, so as to infringe upon rights guaranteed by the Fourteenth Amendment. For no question is made, and we think none could reasonably be made, but

that the general subject of the regulation of livery stables, with respect to their location and the manner in which they are conducted in a thickly populated city, is well within the range of the power of the state to legislate for the health and welfare of the people.

"While such regulations are subject to judicial scrutiny upon fundamental grounds, yet a considerable latitude of discretion must be accorded to the law-making power; and so long as the regulation in question is not shown to be clearly unreasonable and arbitrary, and operates uniformly upon all persons similarly situated in the particular district, the district itself not appearing to have been arbitrarily selected, it cannot be judicially declared that there is a deprivation of property without due process of law, or a denial of the equal protection of the laws."

Manufacture of Bricks.

One year later, October 1915, the same Court, in *Hadacheck v. Los Angeles* (239 U. S. 394), held that a municipal ordinance prohibiting the manufacture of bricks within specified limits of the city was constitutional. The following are extracts from the opinion by Mr. Justice McKenna:

"It is to be remembered that we are dealing with one of the most essential powers of government, one that is least limitable. It may, indeed, seem harsh in its exercise, usually is on some individual, but the imperative necessity for its existence precludes any limitation upon it when not exerted arbitrarily. A vested interest cannot be asserted against it because of conditions once obtaining. To so hold would preclude development and fix a city forever in its primitive conditions. There must be progress, and if in its march private interests are in the way they must yield to the good of the community. * * *

"The police power and to what extent it may be exerted we have recently illustrated in *Reinman v. Little Rock* (237 U. S. 171). The circumstances of the case were very much like those of the case at bar and give reply to the contentions of the petitioner, especially that which asserts that a necessary and lawful occupation that is not a nuisance per se cannot be made so by legislative declaration. There was a like investment in property, encouraged by the then conditions; a like reduction of value and deprivation of property was asserted against the validity of the ordinance there considered; a like assertion of an arbitrary exercise of the power of prohibition. Against all of these contentions, and causing the rejection of them all, was adduced the police power. There was a prohibition of a business, lawful in itself, there as here. It was a livery stable there; a brick yard here. They differ in particulars, but they are alike in that which cause and justify prohibition in defined localities, that is, the effect upon the health and comfort of the community.

"In the present case there is no prohibition of the removal of the brick clay; only a prohibition within the designated locality of its manufacture into brick. And to this feature of the ordinance our opinion is addressed. Whether other questions would arise if the ordinance were broader, our opinion on such questions, we reserve. * * *

"It may be that brick yards in other localities within the city where the same conditions exist are not regulated or prohibited, but it does not follow that they will not be. That petitioner's business was the first in time to be prohibited does not make its prohibition unlawful. And it may be, as said by the Supreme Court of the State, that the conditions justify a distinction. However, the inquiries thus suggested are outside of our province."

Regulations Modified.

It is obvious from this cursory review of the cases that there has been no extension of the principles involved, at least since the decision in the famous "Slaughter House" cases (16 Wall. 36) by the Supreme Court of the United States in 1872. If there has been any apparent extension, it is due to the steadily increasing variety of conditions that have developed, calling for municipal regulation in the interest of the general welfare. It is significant that in many instances where such regulations have been nullified by the courts they have usually been modified with subsequent judicial approval, and the essential objects have been accomplished. Judges, no less than public spirited citizens not holding official positions, have not been insensible to the progress of the times, and have shown a disposition, however conservative in principle, to sustain the unceasing efforts to treat the perplexing problems created by great populations in such a way as to promote the health, comfort and security of all.

A system so vast and comprehensive as that contained in the City Plan must inevitably bear with some severity on many individual interests, which may insist that it is unprecedented in its scope and without warrant, at least in its entirety, in any decisions thus far rendered by the court of last resort. For it must be remembered, that any alleged taking or impairment of property rights without compensation, or due process of law, means a violation of the Federal Constitution, and would therefore give to the Supreme Court of the United States the final jurisdiction.

TENEMENT HOUSE DEPARTMENT REPORT FOR THE SECOND QUARTER OF 1916

By COMMISSIONER JOHN J. MURPHY

THE report of the Tenement House Department for the quarter ending June 30, shows a remarkable increase, the total reaching \$24,905,500, as against \$20,481,900 during the corresponding period in 1915. The greatest increase occurred in the Borough of Manhattan, for this year \$16,761,000 worth of plans were filed, while during the same period last year only \$5,512,000 was involved in projected operations.

While it may be said that many of these plans were filed in anticipation of the zoning resolution, recently passed by the Board of Estimate, still the plans apparently were filed in good faith. There has been some delay in starting many of these operations, due to the high cost of building materials and the scarcity of labor.

In the Bronx the valuation of tenements planned during the last quarter of 1916 aggregated \$3,633,000, while for the same period last year the valuation was \$7,089,500.

During the second quarter of 1916, in Brooklyn, tenements to the value of \$3,537,500 were planned, as compared with \$6,272,400 during the same months of 1915.

In Queens for the same periods the figures were \$974,000 and \$1,590,500, respectively.

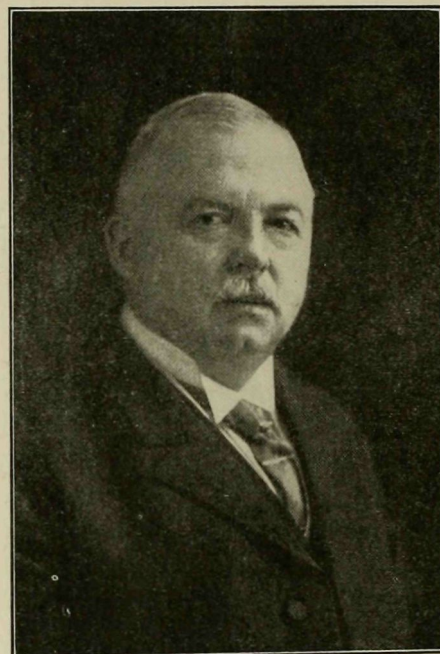
The number of tenements planned during the quarter for the whole city is 401 and 96 of these were proposed for the Borough of Manhattan, 70 for the Borough of the Bronx, 167 for the Borough of Brooklyn and 68 for the Borough of Queens.

Last year during the same quarter 633 tenements were planned, of which 63 were for Manhattan, 152 for the Bronx, 268 for Brooklyn, 148 for Queens and 2 for the Borough of Richmond.

The 401 tenement houses planned for the whole city will contain 8,190 apartments. The total number of apartments proposed for Manhattan is 3,733; the Bronx will be provided with 1,815 additional apartments, while Brooklyn and Queens will be provided with 1,967 and 675 additional apartments, respectively.

There are now in the city 104,244 tenement houses; of these 77,742 are old law tenement houses and 26,502 have been erected under the new law. There are now 6,305 more tenement houses in Brooklyn than in Manhattan. In Brooklyn there are 47,203 tenement houses, while in Manhattan there are 40,898. The number of apartments in Manhattan, however, is much greater than that in Brooklyn, there being 536,647 apartments in Manhattan and 268,677 in Brooklyn. The number of apartments in the whole city is now 964,986.

The number of complaints received by the department during the quarter was 10,225, which is about the average num-



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ber received during the spring and summer months each year.

The cost of all new buildings in Manhattan, according to the filings from January 1, to July 27, was \$95,300,145, as against \$42,355,270 during the same period in 1915. This tremendous total was influenced largely by the zoning resolution.

In the Bronx the total number of buildings, of all classes, from January 1, to July 31, involved \$12,867,600, as against \$17,902,500 in 1915, and in Brooklyn \$24,469,230 was involved, as compared with \$25,686,170 in 1915. Queens held its own, the figures being \$12,927,335 and \$12,118,857 respectively, and in Richmond \$905,903, as against \$1,404,695 in 1915.

The Railway Strike.

During last week the Public Service Commission devoted more than half of its time to an investigation of the street car strike in Westchester County, the Bronx and Manhattan. Under section 45 of the Public Service Commission Law the Commission has general powers to investigate the condition and operation of common carriers in the First District. It also has power to recommend to the Legislature the enactment of needed legislation. With a view of exercising the latter power the Commission on August 2 began public hearings which continued every day for three days. Julius Henry Cohen was retained as special counsel and placed in charge of the investigation.

DECISION WHICH AFFECTS OWNER AND AGENT

Responsibility Placed in Case of Violation of the Labor Law — Will Place Burden on Building Managers

MANAGING agents and property owners will be interested in the case recently brought to trial in which a prominent real estate firm appealed from a judgment of Special Sessions convicting it of a violation of the Labor Law in connection with a building on lower Broadway. Judge McLaughlin in his opinion said:

Section 79-b of the Labor Law provides in part that no factory shall be conducted in any building theretofore erected unless such building, if over two stories in height, shall be provided on each floor with at least two means of exit or escape from fire, of the character described in the section.

Was a Factory Structure.

The building in question was nine stories in height, and while no proof was offered that it was erected before the enactment of Section 79-b, the fact sufficiently appears from the defendant's admission, shown at the trial, that the building was subject to the requirements of the section. Proof was given, and it is not disputed, that a factory was being conducted in the building, and that the building did not comply with the requirements of the section in November, 1915, at the time of the offense charged. The Labor Law was therefore being violated, and the only question presented by this appeal was whether the defendant, which did not own the building, could be held responsible for the violation and punished, under section 1275 of the Penal Law, which provides that any person who violates or does not comply with any provision of the Labor Law is guilty of a misdemeanor.

The conviction of the defendant was based entirely upon section 94 of the Labor Law. That section provides that the owner shall be responsible for the observance and punishable for the non-observance of the provisions of section 79-b and that the term "owner" as used in this article shall be construed to mean the owner or owners of the freehold of the premises, or the lessee or joint lessees of the whole thereof, or his, her or their agent in charge of the property.

Defendant Was Agent.

The defendant was conceded to have been the agent in charge of the property to the extent of collecting rents, negotiating and making minor repairs. But it had not authority to execute leases nor to make such repairs or alterations as would have been necessary to make the building conform to the requirements of section 79-b. The claim is accordingly made that the defendant was not the agent in charge of the property, within the meaning of the statute, and that, if it were, the statute is unconstitutional, as applied to it.

In a large city, like New York, the owner of a building similar to the one in question rarely, if ever, resides in it, and seldom personally undertakes the management of it. In the great majority of cases, the building is placed in the hands of an agent, to whom applications for renting space are made and who conducts all dealings with the tenants. The owner may be, and frequently is, a non-resident, not subject to the jurisdiction of our courts. But the agent is, necessarily, familiar with the conditions existing in the building, and available for complaints in connection therewith.

The defendant was such an agent. Notice of this violation in question was served upon it in April, 1915, by the Bureau of Inspection of the Department of Labor, and it at once took up with the owner the question of making the necessary alterations. It had on prior occasions complied with similar orders relating to minor details, but it had no authority from the owner to make such extensive alterations, and for reasons which

it is unnecessary to discuss, the alterations were not made, and the violation was allowed to continue for months.

The fact that an agent for a building, like the defendant in the case at the bar, may not have authority to make the required alterations is by any means decisive of the question. Section 79-b does not provide that every tenant factory shall be equipped with the two described means of exit on each floor. It provides only that no factory shall be conducted in any building, unless the two means of exits shall be provided. It is not the failure to equip the building in the prescribed manner that violates the law; it is the maintenance of a factory in a building not properly equipped; and the violation can be terminated either by altering the building or by discontinuing the factory. Under Section 94, both the actual owner and the respective tenants are made responsible if a factory is conducted in a building in violation of section 79-b; it is clear that the agent in charge of the building should likewise be held responsible.

The agent knows whether the building complies with the requirements of section 79-b. He also knows whether the leases permits the tenants to conduct factories in the building. If factories are permitted in the leases, in a building not conforming to the law, there is no reason why the agent should not be held responsible. If a tenant conducts a factory without permission to do so in his lease, in violation of the law, the agent is sure to find it out and it is his duty to see that the violation is stopped. If he continues to act as agent for the building, knowing that the law is being violated there, he should also be held responsible for the violation. His liability is based on the existing condition of affairs and not upon the owner's failure to make alterations.

Affective Against Non-Residents.

Under this construction, the statute is an effective weapon against non-resident owners; for if agents refuse to take or continue in charge of buildings where such violations exist, the owners must either make the necessary alterations, or take charge of the buildings themselves and thus render themselves amenable to prosecution. Under any other construction, non-resident owners and their agents could permit violations of the statute to continue with impunity.

What has been said disposes of the constitutional question raised by the appellant, if that is properly before us. No one has any vested or constitutional right to act as agent for a building in which a violation of the law is being maintained. The appellant has not been found guilty because the owner failed to make the alterations directed by the Bureau of Inspections, but because he remained in charge of the building, knowing that the law was being violated there. It could have escaped liability either by terminating the violation or by ceasing to act as agents, but it did neither. It was entirely competent for the Legislature to say that, by voluntarily remaining as agent in charge of the building when it knew that the Labor Law was being violated there, it became particeps criminis and punishable, as well as the owner, for the existing violation.

Under the circumstances disclosed in the record however, I think that the sentence was properly suspended. The judgment of conviction is affirmed. Judges Clarke and Davis concur.

Judge Scott, dissenting, said:

The defendant, a corporation, appeals from the judgment of Court of Special Sessions convicting it of a misdemeanor.

The information charges that on November 12, 1915, the defendant was "in charge and control" of a certain factory building, and failed to have the

said building properly provided with exits and means of escape.

The defendant was charged with a violation of Section 79-b of the Labor Law (added by laws 1913 Chap. 461) and there is no doubt that the building in question was maintained in violation of that section in so far as concerns the exits and means of escape, and the only question in the case is whether under the provisions of the Labor Law this defendant is liable criminally for the failure to observe the requirements of the statute.

Section 1275 of the Penal Law makes the violation of the above quoted (or any other) provision of the Labor Law a misdemeanor and provides that: "Any person who violates or does not comply with the provision of the Labor Law is guilty of a misdemeanor."

Section 94 of the Labor Law (as amended by the act of 1913 above cited) provides that "The owner, whether or not he is one of the occupants, instead of the respective tenants and lessees, shall be responsible for the observance and punishable for the non-observance of the following provisions of this Article, anything in the lease to the contrary notwithstanding, namely, the provisions of section XXXX 79-b."

Action Against Owner Justified.

If this prosecution was against the owner of the property in question there would seem to be no doubt that a conviction would be justified. But it is conceded that this defendant was not the owner, but only an agent for the owner.

That portion of Section 94 (as amended) under which it is sought to hold this defendant vicariously liable criminally, provides, that: "The term owner, used in this article, shall be construed to mean the owner or owners of the freehold thereof, or his, her or their agent of the property." It is sought to uphold the judgment of conviction upon the ground that defendant is the "agent in charge of the property."

The nature and extent of the defendant's agency appeared quite clearly, and without contradiction. It was employed to collect rents from the tenants, but had no authority to rent space or to sign leases. The most it could do in that regard was to entertain proposals for leases and submit such proposals to the owner. Defendant had no authority to order or procure to be made repairs to the building, save very minor ones, costing not over ten or fifteen dollars, whereas obviously to supply the deficiencies upon which the prosecution is based would cost a very considerable sum of money. As to such minor repairs the utmost defendant could do was to report the necessity therefor to the owner.

Was Not Agent.

To hold, under these circumstances that the defendant was an "agent in charge of the property" is to strain the language of the Statute beyond all reason. An agent "in charge of" property must mean an agent who has some authority and responsibility regarding it, and when an agent is sought to be held criminally liable for having failed to do something regarding the property, it should at least appear that the terms of his agency were such that he had the power to do that for the non-doing of which he is sought to be punished.

It is no answer to say that he ought to insist upon having such power, for the terms of an agency are, in general, to be determined by the principal. The act is doubtless a highly beneficial one which should be strictly enforced, but not by prosecuting as violators persons who had no power of compliance, and are therefore innocent of wrong-doing.

In my opinion the judgment should be reversed, and the defendant discharged. Judge Dowling concurs.

ECONOMIC SUCCESS OF BUILDINGS

Income from Realty Holdings with Particular Reference to Trustee Estates

By EDWARD C. CAMMANN

IN the Record and Guide of August 5, in relation to "Limiting the Heights of Buildings and Zoning," the writer is quoted as saying: "Because high buildings are economic failures. I am speaking of those structures higher than eighteen stories."

In further emphasis of this it might be stated that not a small number of buildings over eight stories high have proved failures and particularly is this true of many of the eighteen-story buildings and those higher.

The other subject which is dependent on the economic success of buildings is "Income from realty holdings with particular reference to trustee estates."

Increment in real estate is due to varying factors: The efforts of owners in suburban land development, and in some cases the efforts of owners of larger plots in the cities where measures have been taken to enhance the value of property in the immediate neighborhood of their holdings by extraordinary improvements, but it is more particularly due to rapid transit and general increase in population and business conditions.

In Federal Income Tax returns among other things are the following provisions:

I. This statement must show amount derived from business, trade, commerce, or sales or dealings in property, whether real or personal.

II. General deductions may be made for the necessary expenses actually paid in carrying on any individual business. Amounts paid for permanent improvement or betterment of property are not proper expense deductions.

III. Amount representing a reasonable allowance for the exhaustion, wear and tear of property arising out of its use or employment in business, no deduction shall be made for any amount of expense of restoring property or making good the exhaustion thereof for which a deduction is claimed elsewhere in this return.

With regard to the first: In making up an Income Tax return, if a sale has been made during the year, it is necessary to take into account any enhancement in value that may have taken place since March 1, 1913, when the law went into effect.

As to the second: Ordinary repairs such as repainting and minor items to keep the property in a rentable condition without adding to its value through the nature of improvements, are supposed to be allowed, although in certain instances the Government seems to be technical on these points and in one recent instance declined to allow the expenses of a new show window that had to be installed, as a repair, claiming that by doing away with an obsolete window and putting in one of the same size in the same position, but of a modern type an improvement was made and thus it must be considered an enhancement in the value of the property.

As to the third and last item: An individual owning real property himself is allowed to make a certain deduction each year from the income of that property, and to set aside the sum so deducted for the purpose of rehabilitating the property as time goes on, in order to forestall physical deterioration beyond the point covered by so-called ordinary repairs. This amount so deducted according to the interpretation of the Government must be added to one's principal and set aside as part of that principal and not considered or used as part of their income.

In the press recently there appeared, apropos of an article on income, the following trite statement:

"In the days of small things farmers and business men used to save a fraction of their income to spend in the coming year on reshingling half the barn or buying a new stove.

"In these days of big things every business house and corporation sets aside a certain percentage of its income for what is called 'the depreciation of the plant. In some great corporations

this amounts to millions of dollars each year. All this is a commonplace in business now and farmers and householders are systematizing their incomes to meet the annual depreciation."

With trustees owning real estate, according to the laws of this state (unless special provision to the contrary is made under the will) they are not allowed to take advantage of this deduction for exhaustion, allowed by the Government, but after making ordinary repairs, they must pay over to the beneficiaries of the estate the entire balance of income. And they cannot create a sinking fund.

If it becomes necessary to make any changes in the building or rehabilitate the building trustees have to use principal of the trust fund for this purpose. And so, unless there happens to be increment in the value of the property, as time goes on the corpus of the estate becomes more and more reduced owing to the physical deterioration of the build-

ing and the fact that to reduce the rapidity of this deterioration it has been necessary to use some of the capital of the estate, which on the part of a good business man owning the property individually would have been provided for by making deductions year by year from the income. To be sure, during the period of the trust, if it is a long one, the building in any event is bound to depreciate physically and economically, notwithstanding any amount of money that might be expended on it.

But if the laws were made to allow a certain sinking fund to be created by trustees and the building rehabilitated from time to time out of a portion of the income as can be done in the case of individual holdings, the deterioration may be retarded and then if happily there has been an increment in the value of the fee over this period of years it may be that the estate will hold its own and even be increased.

The enforcement of the Income Tax Law and the general quietus that there has been in real estate in New York for several years past brings more forcibly to mind the impracticability and unsound financial wisdom of some of the laws as they now exist in regard to real property held by trustees.

LEGAL NOTES AFFECTING REALTY

Prepared by Committee on Real Estate Laws of Real Estate Board, Samuel P. Goldman, Chairman

Acceptance of Rent.

THE landlord and tenant of a store and basement disagreed as to who should repair the basement after a fire, and the tenant thereafter for 17 months deducted \$30 from his monthly rental. The landlord accepted and cashed the tenant's checks, some of which contained notations explaining the deductions. In an action for balance of rent claimed the New York Appellate Division, *Levy v. Hollander*, 159 N. Y. Supp. 822, held that there was an accord and satisfaction, preventing a recovery of the amounts deducted.

Proof of Fire Insurance Loss.

The New York Appellate Division holds, *Weiman v. National Ben Franklin Fire Ins. Co.*, 159 N. Y. Supp. 698, that a fire insurance clause requiring the insured to include in his proof of loss a complete inventory of quantity, cost, cash value, and amount claimed on each article is inapplicable to damage to a building, and errors or omissions in attempting such a statement constitute no bar to recovery under the policy.

Easement Over Driveway.

For about half a century a driveway between two adjoining lots had been used in common by the owners of the two properties. One of the owners then built an obstruction to the driveway, which was torn down by the other owner. The first owner then brought an action to restrain the other from trespassing. The deed conveying the plaintiff's lot did not clearly indicate a driveway between the lots. The New York Appellate Division held, *Benedict v. Myers*, 159 N. Y. Supp. 1,018, that the plaintiff, in purchasing the property, knowing of the existence of this driveway, and accepting a deed which did not clearly include it within the boundaries of her purchase, was not in a position to assert any higher rights than those of her predecessor in title, who testified that he told the plaintiff of the joint rights of the defendant in the driveway at the time of the plaintiff's purchase.

Excessive Taxation.

In the absence of evidence to the contrary, assessors are presumed to have properly performed their duties in making an assessment. Certiorari to review an assessment under New York City Charter, Section 906, allowing certiorari to the Supreme Court to review or correct on the merits any final determination of the board of taxes and assessments, and Tax Law, Sections 290-307, as to procedure upon certiorari in tax

proceedings, is in effect a new hearing. In such proceedings the return is not conclusive upon the questions of fact stated therein, but it and the petition are regarded simply as pleadings. Increases in assessment of a number of lots in a tract, ranging from 7 to over 20 per cent., based on improved transportation facilities and expiration of restrictive covenants, where there was no evidence of corresponding increases in market value, as shown by the transfers, were held to be excessive in *People ex rel. Brooklyn Development Co. v. Purdy*, 159 N. Y. Supp. 778.

Return of Rent.

A lease provided that the institution of summary proceedings and the final issuance of the warrant should not terminate the obligation of the tenant to pay rent under the lease, but that the obligation should survive. In an action by the tenant for return of part of the deposit for rent security alleging that the landlord agreed to return to the plaintiff such part, in consideration of which the plaintiff did not contest dispossession proceedings for nonpayment of rent, the Appellate Division, *Moskowitz v. Herskowitz*, 159 N. Y. Supp. 789, held, that, under the terms of the lease, this agreement was without consideration as the plaintiff had no defense to the dispossession proceedings, being in arrears. In another action by a former tenant to recover \$500 deposited as rent security, the Appellate Division held, *Von Erlenbell v. Sound Realty Co.*, 159 N. Y. Supp. 824, that the plaintiff was not entitled under the terms of the lease to any refund, where it was necessary, because of his failure to pay the rent, for the landlord to dispossess him, and rent to other parties for the balance of the term at a rental loss of over \$500.

Temporary Extension Ordered.

The Public Service Commission has adopted an order directing the New York & Queens County Railway Company to construct, maintain and operate a single track temporary extension or connection of its street surface railroad from the present terminus of its Corona line on Summit avenue, through Summit avenue and Pell street to Jackson avenue, if a temporary permit can be procured from the Board of Estimate. On condition that such temporary extension shall be built and operated, the order of the Commission permits the company to suspend the operation of cars on the Flushing Meadows between Summit avenue and Jackson avenue in the Second Ward of Queens for the period of one year from July 29, 1916.

BUILDING MANAGEMENT

ORDER TO DISCONTINUE REMOVAL OF ASHES BRINGS PROTEST FROM MANAGING AGENTS

THE question of the removal of ashes and trade waste is a matter of great importance to every building manager and property owner in Greater New York. As already announced in the Record and Guide, B. E. Martin, president of the New York Building Managers' Association and member of the Real Estate Board of New York, appeared before the Board of Estimate, representing both these organizations. It was contended that office buildings should not be discriminated against in favor of dwelling houses, including apartment structures. The contention was also made that if, as has been claimed, owners are adding to the budget by asking for this unit of service, then it is suggested that the removal of ashes be discontinued throughout the city. Owners representing more than \$200,000,000 worth of property signed the petition.

The matter was subsequently taken up by the Merchants' Association of New York, and Mr. Martin, in a letter to S. C. Mead, secretary of the organization said, in part:

I recognize that the law does not compel the Street Cleaning Commissioner to remove garbage, ashes, waste, etc., from any class of building. The Commissioner, however, is authorized to make such removal as is warranted by an appropriation made by the Board of Estimate. We all know that if this absurd law was literally enforced it would result in the piling of filth in the streets until such time as the Board of Health compelled the authorities to make removal. The Commissioner now proposes to eliminate removals from all but residential buildings. It will be interesting to know how much decrease there will be in the appropriation for the Street Cleaning Department.

Under present conditions I claim that any removals by the city are unfair to those not receiving this service, who pay for a unit on which they receive no return. Until this objectionable law is amended satisfactorily, undoubtedly the authorities consider it wise judgment to make removals from private houses, unless they include office buildings and apartment houses, namely, heating and elevating.

I cannot read the present law as giving authority to make any preferences in this regard. It is my understanding that the Board of Estimate is authorized to make appropriations for this purpose. The appropriation should cover the removal of garbage and ashes from all private residences, apartment houses, hotels and office buildings.

Considering the fact that the authorities have now decided to discontinue the removal of waste, etc., it would seem to me that the present appropriation, if devoted entirely to the removal of garbage and ashes, would amply cover the above request.

Whether this be so or not, it is my claim that the removal of garbage, ashes, waste, etc., should be one of the first units of service that a taxpayer should receive, as this removal undoubtedly has much to do with the public health, and the State has always held that the health is one of the first services it should render the citizen.

Again, if increased appropriation was found necessary for this purpose, the funds could easily be obtained by cutting out many of the expensive frills that the city now supports for the benefit of a few.

If we want justice in this regard, we must keep behind this matter until we finally have the law changed at Albany. The most effective way to correct an absurd law is to enforce it literally. Garbage and ash removals can be done more efficiently and cheaper by outside contractors. This would avoid increasing the present inadequate city equipment and allow the Street Cleaning Department to clean the streets only. Then, perhaps we would find cleaner streets, less sickness and not the panic for cleaning up that appears spasmodically when some contagious disease appears. We believe that the department is amply well equipped to take care of the streets and assist in preserving health, if it were limited to this service.

It may be argued that in many cities and towns the residents pay for ash removal, etc. If New York decides on this method, let us be consistent by making all pay for the same service, thus very materially reducing our tax budget and eliminating discrimination.

The Department of Street Cleaning recently sent out a notice addressed to

owners, tenants, lessees, occupants and persons in charge of all business establishments and buildings, no portions of which are used for dwelling purposes by others than janitors, watchmen or caretakers. The date was subsequently changed from August 1 to August 14. The notice, which is signed by Commissioner Fetherston, is as follows:

On and after August 1, 1916, the Department of Street Cleaning will discontinue the collection of refuse of all kinds (excepting garbage) from factories, stores, power plants, office buildings, warehouses, loft buildings, theatres, business establishments and business buildings of any kind, no portions of which are used for dwelling purposes except by caretakers, janitors or watchmen in the employ of the owner or lessee of the building or of the proprietor of the business. It will also discontinue the collection of all refuse (excepting garbage) from hotels.

The collection of refuse materials of all kinds will be continued from buildings used jointly for business and residential purposes, except as above stated, including stores located in tenement or apartment houses.

On and after said date, owners, tenants, lessees, occupants or persons in charge of buildings and business places affected by this notice must make their own arrangements for the removal of refuse (excepting garbage) from said buildings and business places to dumps or disposal points.

The Department of Street Cleaning will continue to receive at the city dumps, without charge, the following named materials delivered at the dumps by owners, tenants or occupants of buildings affected by this notice or by cartmen employed by such owners, tenants or occupants, viz.: Steam ashes, cinders, coal and wood ashes, sawdust, floor sweepings, broken glass, broken crockery, oyster and clam shells, tin cans, bottles, paper, pasteboard, rags, mattresses, worn-out furniture, old clothes, old shoes, leather and leather scrap, carpets, tobacco stems, straw and excelsior, plants, shrubs, evergreens, grass and garbage.

Setting Back the Clock.

To those interested in the question of setting back the clock one hour during the summer months in order that more daylight working hours may be obtained and also that a part of the work may be accomplished in the cooler hours of the morning the appended letter, written by B. E. Martin, president of the New York Building Managers' Association, should prove of interest. The letter is addressed to Horace E. Flack, Executive of the Department of Legislative References, Baltimore, Md. The letter follows:

Agreeable to your letter of the 14th inst., I am sending you, under separate cover, a copy of (Saving Daylight for Economic and Preparedness Reasons), also copies of Congressman Borland's and President Marks' letters, which explain themselves.

I have not seen the article by Randolph Churchill, entitled "Better Use of Daylight Bill." However, I hardly think it necessary to secure a copy of this paper in order to show the advantages of the proposed change in time. The gain to all, except the lighting companies, is so evident that I believe that all but the said companies will favor the change when the question is properly understood. The change in time must be national to insure success. Therefore, I believe the best method to be pursued is to request the Governor of each State to secure the endorsement of the State Legislature and also request the authorities in each city or town in his State to request the co-operation of clubs and civic organizations, asking the members of each to write a letter of endorsement to their representative at Washington. I have outlined this method to Congressman William P. Borland, who has a bill ready to present to Congress at the opportune time. I do not believe it necessary to detail the many advantages that will obtain by advancing the clock one hour during the summer season. Suffice it to say, that Germany, England, France, Italy, Norway, Sweden, Denmark and Nova Scotia are now using this new time with great success. It goes without saying that we should not be too proud to follow even if it is urged that foreign countries adopted this method more as an efficiency method during war time. The whole matter seems so simple and objections are so trifling when compared with the great advantages to be gained, that we should not await a declaration of war to force us to adopt the "Better Use of Daylight Bill." Space will not permit the arguments that have been advanced for and against this project, many of those on both sides have been false to the verge of stupidity.

I might mention a few advantages of the new time as follows:

1—TO HEALTH:

(a) By conserving the eyesight through the substitution of an extra hour of daylight for the glare of artificial light.

(b) By saving the system from the strain and exhaustion of an hour's work in the heat of the afternoon and substituting the cooler early morning hour.

(c) By recreation through outing or sport, opportunity for which by leaving the office or shop one hour earlier in the afternoon.

2—ECONOMY:

(a) In use of gas and electric light which is calculated will amount to one million dollars during the summer in New York City alone. Every home will save about one-quarter in the gas or electric light bill during the proposed period.

(b) The morning hour is earning time, the evening hour is usually spending time.

3—EFFICIENCY:

(a) Through the better quality of work done in the early morning hour as compared with that accomplished in the hot summer afternoon.

(b) Efficiency through better health resulting from recreation, saving the eyes, etc.

It has been suggested that all the advantages could be obtained without turning the clock ahead by arising and retiring an hour earlier. The answer is that we would not do it; allowing that we did, we would find ourselves out of harmony with our surroundings.

To be successful the change must be national. There is also an element of psychology in this movement. It would be quite an effort for those accustomed to arise at 7 o'clock to arise at 6 o'clock. But when the clock says seven, habit asserts itself and in a few days no one remembers that the clock has been turned ahead.

No natural law will be broken by making the proposed change. The clocks of our various cities are not at present scientifically set with reference to the sun. We travel 500 miles Westward before we change our watches. To be accurate we would have to keep watch in hand, pushing the hands back every minute. The towns we pass between New York and Buffalo use Eastern time, whereas every town should have its own time, to be correct and in accordance with the sun. This must be disregarded in order to be in harmony with other communities and to prevent confusion in general regulations. If our Federal Government decrees that clocks be turned forward an hour during the summer months, there need be no change in any time tables or other regulations. The simple device of adjusting the clock covers everything automatically. The change is usually made at 2:00 A. M. Sunday, about May 15, when, experience shows, it is least noticed. About October 1, the change back is similarly accomplished.

In view of the general adoption of this "Saving Daylight" plan in Europe, our Exchanges are now out of adjustment. Many letters from prominent members of New York Exchanges approving the adoption of this plan have been received. While wartime no doubt hastened the European powers in adopting the new clock, why should we await stern necessity to follow a plan admittedly wise and economical.

Monthly Meeting Held.

At the regular monthly meeting of the New York Building Managers' Association, held at 20 Nassau street, a letter was read from Borough President Marks thanking the association for their endorsement for the "Saving Daylight Bill" and suggesting that we write the Chamber of Commerce, Washington, D. C., informing them of our endorsement. A motion was adopted to this effect.

Several letters were read from members of the National Association of Building Owners and Managers congratulating the association on recent successful activities. Letter from President Doty and Secretary Loomis requesting all possible to attend the convention was read. The convention will be held in St. Louis, September 12, 13, 14, 15. The Platers Hotel will be the convention headquarters. If a sufficient number are going from New York and vicinity arrangements can be made to have a private car.

Considerable discussion arose regarding fire insurance rates. It was the consensus of opinion that rates were excessive and that the fire insurance companies were unusually slow in recognizing building improvements which eliminates fire hazards. It was suggested that this matter be considered by the association.

(Continued on page 226.)

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The Chamber of Commerce has invited the members of the Rivers and Harbors Committee of the House of Representatives to be its guests here next Monday and Tuesday and study the harbor situation. Wanting the port improved, the Chamber has finally hit upon the right way of getting it done.

By exempting State, municipal and first mortgage railroad bonds, the proposed modifications in the Federal Income Tax law will operate against real estate mortgage investments, which are not exempt. Persons whose incomes are largely derived from mortgages are being advised by their bankers that they can by reinvesting in the classes of bonds mentioned and dividend paying stocks greatly reduce the tax. In other words, the new bill favors Wall Street securities at the expense of real estate securities.

J. Romaine Brown, in some remarks favorable to the new zoning resolution, has called attention to a fact almost overlooked, that the Washington Heights section of the city has been improved along logical lines, in the main with apartment houses only six stories in height, and that there is hardly a vacancy to be found. In other words, an equalization of building height and area has resulted in a more equable distribution of improvements than otherwise would have been the case, and also in a fairer distribution of values, and consequently of taxes. One neighborhood has not profited at the expense of another.

Would New York City starve in the event of a general railroad strike—if not a car were moving on the New Jersey, Long Island and New York State routes? An abundance of many kinds of food could still come by water—milk, butter, vegetables, fruit and fish, besides tea, coffee and sugar—but there would be a shortage of beef, flour and cereals. Masons' building materials from up the Hudson, lumber from along the coast, hardware from New England river cities and practically everything needed in building and public works construction except steel shapes and metal products, could come by water, but not in sufficient supply.

Where Will It End?

The farmers who supply the milk that comes to New York City threaten to take drastic action if the creamery companies, which buy and ship the product, refuse to pay a higher price than the 3¾ cents per quart that is now the market rate. The price is fixed arbitrarily twice a year by the Milk Exchange, and until now the farmers have submitted to whatever rate the exchange imposed. They have not resorted to the marvelous system of co-operation which has enriched the fruit-growers of California.

Within fifty miles of New York fruit and vegetables go to waste for lack of buyers, while growers thousands of miles away find through their plan of mutual aid a market here at top prices for all they can produce. The New York State dairymen should, of course, sell their milk as the Californians sell their fruit, through their own exchange. This is their remedy.

The head of one of the largest distributing companies in the city is represented as saying:

The farmers say that the price of everything they use has gone up. Well, we are paying more for everything too. Feed for our horses, harness—everything costs more and more all the time. It is all a part of the rise in the cost of living, and I don't know where it will end.

Where will it end? The question is as pertinent in building and real estate affairs as in the milk business. The law of supply and demand, which some say controls everything in business, is set at defiance in those callings where prices and costs invariably rise and never fall. Something in the nature of a monopoly takes the place of this law when a trade is so thoroughly organized or controlled that employers are powerless against arbitrary demands for higher wages.

The employers in one of the most important of the building trades, the carpenters and cabinet makers, have just been forced to concede an advance in wages that adds one more to a rather long list of recent concessions. While this is the first advance that the craftsmen in this calling have had in nine years, it yet adds further proof for the saying that so far as wage scales are concerned, building costs continue to fly upward.

If the enforced blessing of higher pay descended, like the rain, equally upon all, in and out of the building trades, then the higher resulting costs would not be a hardship upon any. But, unfortunately, the product of the labor, improved real estate, continues to respond to the law of supply and demand, and this year's advance in costs to builders has not had the compensating benefit of a correspondingly accelerated realty market.

It is plain that enforced costs cannot continue indefinitely to rise and market values forever to stand still. The milk producers, as we have seen, have a remedy. But what is the remedy of the builder, the property owner, and the rentpayer?

Railroad Strikes and Public Rights.

Until the news came that the street railroad managers and the trade union leaders representing the employees had agreed to arbitrate their differences, grave apprehension for the consequence of a general strike were felt throughout the city. With only a partial suspension of operations on the car lines the public were put to great inconvenience. Fears for a general strike of steam railroad men have not been altogether allayed, though the Government at Washington is using its good offices. The injury to business interests and personal rights that would follow from a country-wide suspension of railroad traffic would be so calamitous, especially at this time when the railroads are crowded with freight traffic, that intense resentment would be aroused on the part of the people of the whole country. We cannot imagine the Government supinely permitting the food supplies of the cities to be cut off.

The high pressure of public opinion would be certain to force governmental intervention, armed if necessary, in order to terminate an unbearable state of affairs, if after a brief interim a settlement of the difficulties had not been achieved. In the meantime the trade union principle would have lost a great deal of the goodwill which ordinarily goes out from the public heart toward men who, from a low estate, strive to improve their economic status.

A strike that would stop the interior commerce of a great nation, as a general railroad strike would, should not be possible under the laws of the country, and cannot be tolerated under any circumstances. Whatever other sort of strike may be justifiable, a general railroad blockade is unthinkable.

It has been said that this is a workman's year. More particularly it has been a great year for trade unionism. This great movement, which has been growing contemporaneously with the growth of the nation, seems to have attained its highest pitch of power in this present year. What more it can achieve for its followers, in fair proportion to what other workers in unorganized employments, have achieved of material benefits on their personal merits, is not conceivable. A grave question it is if organized labor has not usurped too much power and imposed upon the ultimate consumer an excess of costs which in fairness he should not be called upon to bear.

One cannot overlook the fact that, whereas the trade society was once an organization of skilled artisans exclusively, the typical local union of recent years is composed of unskilled labor, and largely of immigrants. That this is the consequence of the American Federation's plan of promiscuous and universal organization, or of a too liberal immigration policy, or of the division of occupations into minute parts, or of the introduction of labor-saving machinery, is beside the point. It remains that a large percentage of adulteration has been mixed with the pure material since the printers of this city formed, in 1776, the first society of wage-earners of which there is a record.

At this epoch when apparently trade unionism has reached the zenith of labor primacy, power and numbers, it never stood in greater need of wise guidance. Attempts to extend the principle of unionism by coercion, indifference to the binding force of trade agreements, and a disregard for general economic conditions, are some of the offences which a wise leadership will try to avoid. As the case stands, and judging from the street-car strike, it is indisputable that but for the application of force some callings could never be unionized. Should not this, then, be the test of the suitability of an occupation for organization into a trade society?

Proceedings in Labor Disputes.

In the State of Massachusetts there is a law on the statute books that no injunction shall issue in cases involving the breach of a contract of employment where no irreparable damage to property is about to be committed. It also forbids the indictment or prosecution of any person for entering into an agreement or combination for the betterment of employment conditions, or for doing any act in pursuance of such agreement, unless the act be in itself unlawful.

As the adoption of this statute in other States has been urged by organized labor, unusual significance attaches to a decision of the Supreme Court of Massachusetts declaring this law a violation of the fourteenth amendment of the Federal Constitution, which declares that no person shall be deprived of life, liberty or property without due process of law. The court held that the right to make contracts for the purchase and sale of labor is "property," and issued an injunction to prevent the members of a trade society from interfering with the employment of a rival organization.

The decision gives workmen the protection of the law in equal measure with

other "property owners," such being their legal classification under the decision. They have a constitutional right to an injunction to prevent "irreparable injury" to their property—that is, their employment. A force of mechanics wishing to continue at work in defiance of strikers can in Massachusetts, as in New York State, obtain the protection of an injunction from the courts carrying serious consequences to its violators. In view of the protests from certain quarters against injunction proceedings in case of strikes, protests which are heard from time to time in this and other States, the decision is of interest everywhere, especially as the Massachusetts court quotes decisions of the Supreme Court of the United States to the effect that the right to exchange labor and services for money is one of the chief rights of personal liberty and private property.

Railroads and Building Materials.

Editor of the RECORD AND GUIDE:

A nation-wide strike on the railroads would go far toward paralyzing the building material industry of New York City.

Under present conditions, we could not get enough supplies by water to make out. Most of our cement and lime depend on rail shipments, also front brick and many other articles used in building.

We hope the matter of a strike will be arbitrated. We cannot imagine men foolish enough to punish the American people by declaring a strike of the kind proposed.

CANDEE, SMITH & HOWLAND CO.

Belt Line Railroads.

Editor of the RECORD AND GUIDE:

In reference to your editorial on "Rounding Out the Bronx," the remarks relative to a Belt Line were particularly interesting and opportune.

It is true that at no time in the history of the Bronx have there been more projects for the improvement of industrial conditions than at present. These projects are not simply in the form of agitation, but what is being done has the appearance of producing results along good substantial lines.

It has been known a long time that a belt line is needed. It has also been known that a belt line would greatly facilitate terminal handling and increase the industrial area; but aside from the fact that there have been maps prepared to show the proposed route, there has been little or nothing done to show the economic reasons for its construction.

The Bronx Board of Trade is making a careful study of not only conditions in the Bronx but has also gathered information relative to existing belt lines in other cities of the United States—who owns them, why they were built, who operates them, the charge to the public for service rendered, the cost of construction and the benefits derived both financial and labor saving, not only to the railroads and the receivers and shippers of freight, but also to those that have shown enterprise and far-sightedness enough to invest their capital in these enterprises. This information is all in hand and is being compiled and will at a very early date take printed form.

San Francisco has a belt line along the waterfront and partially encircling the city. This belt line is owned and operated by the State of California, under the supervision and jurisdiction of the Board of State Harbor Commissioners.

Norfolk, Va., has a belt line owned and operated by a company composed of the eight railroads having terminals in that harbor. It almost completely encircles the cities of Norfolk and Portsmouth, opposite each other on the Elizabeth River.

Chicago has virtually three belt lines. Indianapolis has a belt line which almost encircles the city, which is privately owned and operated. Cleveland has a belt line owned and operated by the New York Central Lines. Memphis has a complete belt line, privately owned and operated.

Philadelphia has several belt lines around it, owned and operated by the Pennsylvania and Baltimore and Ohio railroad. Baltimore has two belts, one controlled by the Pennsylvania and the other by the Baltimore & Ohio railroad. New Orleans has a complete belt, municipally owned and operated. Buffalo has three belts. Detroit has a complete circular belt.

As stated above, detailed information with regard to these various belt railroads, has been gathered and will unquestionably be of great benefit to the committee that is now engaged in putting this matter in the proper channel for accomplishment.

JOSEPH A. HALL,

Developing Industrial Bronx.

Editor of the RECORD AND GUIDE:

Your short editorial in the Record and Guide of August 5 in reference to the necessity of the Belt Line Railroad for the Bronx will be appreciated by those residents of the Bronx who have been advocating this project for years. Little by little it is beginning to be understood that the harbor of New York is an entity which must be treated as a whole in order to get the best results for the Port of New York, which now is and will be increasingly the Port of the United States.

A brief survey of the natural conditions in the Bronx will show at once that the territory east of the Bronx River is predestined for an industrial development and has facilities second to none in the whole country. The present terminal facilities, both rail and water, are very useful, but their efficiency is handicapped sadly by the fact that they are not co-ordinated. The linking together of all these facilities by an industrial railroad will be followed at once by the up-building of the section named for factory and warehouse purposes.

Dock Commissioner R. A. C. Smith pointed out several weeks ago that the best way to relieve the dock congestion in Manhattan is to establish terminals in the Bronx from which freight consigned either West or East could be forwarded. The Bronx heretofore has developed along residential lines, but its coming development will be along industrial lines as well, and the Belt Line Railroad is the one thing needed to give the movement the necessary impetus.

CYRUS C. MILLER.

The Suburban Life.

Editor of the RECORD AND GUIDE:

Suburban real estate agents being prolific advertisers, the daily papers are naturally boosters for the suburban life. Almost any favorable comment is permitted to pass. Much of what is written is harmless when not absurd; and very often it is plain the writers are dreaming and not speaking from experience.

The essayist in an evening paper, for example, who informs us that the expense of commutation on the railroad amounts to practically no more than street car fare, evidently does not commute on the Long Island Railroad, or the New Haven, or have to cross the river to Jersey to reach her train.

Those who have tried it say it is one of the greatest problems in the world to find a "lovely house in the suburbs with grounds around it and a big porch" that can be rented "for what one can rent a flat for in the city." Because, to the rent of the country house you must add twenty to twenty-five dollars a month for carfare, commutation and coal, in addition to your rent, so that your fifty-dollars a month country cottage costs seventy or more. Moreover, there are very few houses to be rented in the country except for short terms. They are built to sell, not to rent.

In order to get a moderate rent, which when added to the commutation rate and the coal bill, will not exceed the cost of the commodious city flat, the commuter is obliged to ride a long distance, and then he must spend so much time on the rail that he has little time left

QUERY DEPARTMENT

This department is intended to be of service to all interested in the real estate market, whether as broker, agent or property owner. The readers of the Record and Guide are invited to send in questions on matters pertaining to real estate, building and building management, though legal questions will not be answered in this column. Arrangements have been made through which the questions will be answered by a Committee of the Real Estate Board, including the following:

E. A. Tredwell, real estate broker.
Frederick D. Kalley, real estate broker.
Robert R. Rainey, real estate broker.
B. E. Martin, President New York Building Managers' Association.
William Douglas Kilpatrick, builder.
H. H. Murdock, architect.

Question No. 114.—Is the cost of a sewer basin, not petitioned by the property owners, a proper assessment charge against real estate? OWNER.

Answer No. 114.—This has never been tested in court, but some good lawyers think that in such a case where there is no benefit to the property owner, but where the benefit is one to the public generally, if there is a benefit, an assessment charge will not lie.

Question No. 115.—Does the filing of an appeal with the Board of Standards and Appeals on an order issued by the Industrial Commission act as a stay in the sense that it relieves the appellant from legal responsibility for any fatality that might occur as a result of non-compliance with the order? F. P. P.

Answer No. 115.—Section 52-d, Variations, of the Labor Law, provides for a petition to the Industrial Commission under certain conditions. The provisions in 52-d vary slightly from those of 52-a of the same law and in the opinion of the Attorney General are superseded by those of 52-a, but there is nothing in the law which could be interpreted as relieving the appellant from any accident that might happen pending the appeal.

Question No. 116.—Has any definite action been taken as a result of the bill passed by the Legislature for the extension of the meter system to all premises? C. M. A.

Answer No. 116.—The Department of Water Supply, Gas and Electricity is formulating new rules to be submitted to the Board of Aldermen. It has not yet completed its work along these lines.

Question No. 117.—What is the commission for selling improved property in Westchester County, and what for selling unimproved property? A. O.

Answer No. 117.—A bulletin recently issued by the Westchester County Real Estate Board gives the following information on this point: For selling an improved lot or plot within the limits of cities and villages the commission shall be 2½ per cent. to 5 per cent. For selling unimproved city property, acreage, farms, country estate or building lots the commission shall be 5 per cent.

for enjoying the country home, for cultivating his garden and tending the chickens. The only right way to get that country home is to buy it, and how to do that is another problem.

In fine, how to live comfortably in New York, or how to live in the country and do business in the city, so as to have a little of the country mixed with the city life, is almost impossible of solution in a satisfactory way. In any other city in the country it is possible for most well-doing families to have a house and garden, or at least a good-sized yard. The geographical position of the city is primarily at fault, and in the second place, it is too big. Too long a time is required to reach the edges of the congested population.

New York was a better place to live in, and more money was made by the average man, when it was one-quarter the size.

J. R. C.

Barge Canal Terminal.

The Board of Estimate and Apportionment has approved the proposed form of agreement between the City and State, affecting the Barge Canal Terminal at East 138th street and the Harlem River. The Bronx Board of Trade has gone on record as favoring this site for a barge canal terminal.

REAL ESTATE NEWS OF THE WEEK

Volume of Business Closed Shows
Betterment of Market Conditions

TRADING was considered excellent, not only on account of the volume of business transacted, but also on account of its character. An unusual feature of the business was the activity of builders, who continued to acquire desirable plottages in various sections of the city, notably on the West Side. A new element was projected into the business through the activity along the same lines by interests which have not been hitherto professionally identified with building construction in the city.

Among the transactions of this character was the one involving the Inverness apartment house, at the southwest corner of Seventh avenue and 57th street, and the other involving a row of West Side residences that will form a site for a large synagogue. A number of important contracts were awarded for high class residences involving large outlays of money, and the contract was also given out for a costly addition to one of New York City's largest hotels.

The Washington square and Greenwich sections contributed to the general activity, the transactions evidencing the growing demand for residential accommodations in that section of the city. Most of the recent building projects have been designed to meet the requirements for small suites, and this situation is being advanced to explain the recent successes of this class of structure.

An interesting alteration contemplated by Vincent Astor attracted attention to the old retail dry goods district. Mr. Astor filed plans for converting the former department store property of B. Altman & Company on Sixth avenue into store and loft buildings, evidently in anticipation of the new demand for such space which many feel will shortly become apparent.

At Deal Beach last Saturday, Joseph P. Day disposed of ninety-nine building sites for a total of \$123,200, or an average of about \$1,665 a plot. The parcels offered ranged from forty to fifty feet each. The sale was well attended by a representative gathering and the bidding was spirited. The sale was for the account of the Atlantic Coast Realty Company and was brought about by the order of the Court of Chancery, New Jersey. Among the buyers were F. J. Arend, Edward J. Scott, Leon Lewin, B. Harrison Morris, Andrew J. C. Stokes, Joseph M. Byrne, Joseph A. Durham, J. J. McCabe, E. E. Neugent, Albert Robbin, H. J. Greenbank, The Riverside City Line Realty Company, The Milan Ross Agency, Randolph Ross, R. E. McDonald, William L. Gordon, J. B. Campbell, R. D. Pierce, and James O'Donnell.

CONVENTION AT ST. LOUIS.

Building Managers to Meet September
12 to 15—Interesting Program.

THE NINTH Annual Convention of the National Association of Building Owners and Managers, will be held at St. Louis on September 12 to 15. President Doty is using every effort to obtain a strong programme, and judging from the acceptance already received there is every likelihood that the convention will be a success.

David Whitcomb, of Seattle, will speak upon "The Relation of City Real Estate to the Government." Mr. Whitcomb became prominently identified with the association about four years ago when the convention was held at Seattle.

Albert Kern, Manager of the Dime Savings Bank and Ford Buildings, at Detroit, will take for his subject "Nestors," dealing with the pioneers in the field and what they have accomplished.

William Marshall Ellis, will take the subject "Important Factors in the Success of an Office Building" as his text.

Mr. Ellis was for six years secretary of the Chicago Building Managers' Association, later its president, and a member of the firm of Hall & Ellis, which succeeded the firm Thomas A. Hall & Co., Chicago.

Interest will also be attached to the remarks to be made by Louis B. Daily who made a coast-wide trip in the interest of the Equitable Building. His subject will be "Reminiscences of an Itinerant Building Manager."

"How to Make Old Building Pay" will be dealt with by William H. Ballard. The subject is a comprehensive one, and is a problem confronting practically every manager in the country.

Ernest R. Graham, head of Graham, Burnham & Co., Chicago, will speak to the convention. The buildings designed and erected by this concern are located in practically every city in the Union.

"Ninety-nine Year Leases and Their Effect on Office Building Finance" is the subject chosen by H. C. Robinson, president of the Guardian Savings & Trust Company, of Cleveland.

Rawson Collier, who is the efficiency expert of the Georgia Railway and Power Company, is going to address the convention on "Scientific Illumination." The particular application to office structures will be dwelt upon.

There will be about ten speakers on the programme and it is felt that the interest in the coming convention will surpass any of its predecessors.

Old Tavern at Baldwin.

Baldwin and Baldwin Harbor, Long Island, which lie north and south of each other, are situated midway between Rockville Centre and Freeport. Their names are derived from Thomas Baldwin, who kept a tavern at Merrick road and Grand avenue, midway between Baldwin and Baldwin Harbor before the Long Island Railroad passed through the south side. It was a stopping place for stage coaches and prominent personages and was a post office.

The south side division of the Long Island Railroad was built in 1867. Baldwin was then known as Bethel; but, when a railroad station was built there the community felt that its name should be changed in honor of Thomas Baldwin, whose tavern was a community center of news, gossip and travel.

Baldwin had a son named Francis B. Baldwin, who was twice treasurer of old Queens county in the seventies; and, he was also a clothing merchant in the Bowery, Manhattan, when that street was a retail trade center. This Mr. Baldwin built the picturesque house on the north side of Merrick road in Baldwin village that is now the country seat of George W. Loft, Congressman and candy manufacturer.

REMOVAL OF ASHES.

(Continued from page 223.)

tion as a whole and possibly later it might be deemed advisable to appoint a special committee in conjunction with the Real Estate Board, Merchants' Association and other prominent organizations to investigate this matter. Mr. Martin stated that it was his understanding that the insurance companies based the building rates largely on the most hazardous contents rate. A difference of opinion was shown on this subject. This might prove an important feature for the committee to investigate for adjustment.

The Board of Standards and Appeals are now organized and are receiving appeals for consideration. They hope to be in a position to review same in a few days. They will consider appeals received before their induction into office, which will be October 1, but very likely will not render a decision before that date.

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PRIVATE REALTY SALES.

THE total number of sales reported, and not recorded, in Manhattan this week was 18, as against 21 last week and 16 a year ago.

The number of sales south of 59th street was 6, as compared with 11 last week and 6 a year ago.

The sales north of 59th street aggregated 12, as compared with 10 last week and 10 a year ago.

From the Bronx 7 sales at private contract were reported, as against 8 last week and 8 a year ago.

Statistical tables, indicating the number of recorded instruments, will be found on page 234 of this issue.

Another West End Avenue Project.

Slawson & Hobbs sold to J. C. & M. G. Mayer the southeast corner of West End avenue and 92nd street, a plot fronting 100 feet on the avenue and 82 feet in the street. The plot is now improved with six American basement dwellings, known as 648 to 658 West End avenue. Dr. Ernest A. Dubrul and Bertha Dubrul is the seller of 658, Eva Bickerton, 656, Mary E. Pettit, 654, Fannie Goldsmith, 650, and the estate of Townsend Wandell, 648. Plans are being prepared for a fourteen story apartment house similar to the structure now in course of construction by the Messrs. Mayer, at the northeast corner of West End avenue and 30th street. The operation, when completed, will involve about \$800,000. The structure will have accommodation for forty families. The private dwellings just sold were built about fifteen years ago at a cost of \$20,000 each. The demolition of the dwellings is made possible only on account of the strong renting demand for well laid out apartments.

George Ehret Buys.

The American Malting Company sold, through Joseph P. Day, to George Ehret, the brewer, its plant on Avenue A, between 63rd and 64th streets, extending to the East River. The buildings consist of a twelve-story brick malting house on a plot 92.8 x 131.3; also a storage building measuring 66.10 x 98.8 and a kiln building 55.2 x 92.8. There is also a frame office building, a stable, a cold storage building and a grain elevator on the property. The plant is equipped with a power plant, consisting of two American Ball engines of 100 horse power; two Westinghouse generators of 70 kilowatts each, and two Heine boilers of 250 horse power each. The American Malting Company decided to sell its property following the change of control some time since and the installation of new management. The combined property sold has a frontage of 200 feet on Avenue A, 351 feet in 63rd street, 470 feet in 64th street and 240 feet on the East River. The bulkhead is improved and there are docking facilities. The property is within the three lighterage limits of New York Harbor. No announcement has been made as to what Mr. Ehret will do with this property which was held at \$600,000.

Sale in the Chelsea Section.

Benjamin Beneson purchased the twelve-story commercial building at 150-154 West 22nd street between Sixth and Seventh avenues on a plot 62.6 x 98.9. The building is completely tenanted and was built by the 150 West 22nd Street Company, J. J. Steinler and Milton Steinler, the owners.

In part payment fifty lots in the Bronx bounded by Gun Hill Road, Webster avenue, Decatur street and 211th street were given. The aggregate value of the properties are reported as being \$425,000. Arnold, Byrne & Baumann were the brokers in the trade.

Inverness Apartments Sold.

Chisholm Estate has sold the Inverness Apartment Houses at the southwest corner of Seventh avenue and 57th street on a plot 115 feet front in 57th street and 100 feet on Seventh avenue, to

the Rodin Studio, represented by Lawton S. Parker, President. The property will be improved under plans prepared by Cass Gilbert with a modern fourteen story building. Cruikshank Company was the broker in the transaction. West 57th street is a 100 foot street and is accessible to all the transportation lines, the new subway through Seventh avenue having an express station at the immediate corner. The property adjoins the old Central Presbyterian Church, recently purchased by the Consolidated Gas Company, which is being improved with a low building.

Sale Pending on Murray Hill.

Hoggson Brothers are negotiating for the sale of the plot 39.6 x 85, at the southwest corner of Lexington avenue and 40th street. The property was sold to the present owners in 1913, and it was designed to build a twelve-story structure on the site for their own occupancy. The

project was never carried beyond the point of clearing the site and recently the concern leased space in the Rogers & Peet Building, at the northeast corner of Fifth avenue and 41st street.

New West Side Synagogue.

The Congregation of Bnai Jeshurun, Herman Levy, president, has purchased from Sarah A. Delacey, Harris and Maurice Mandelbaum, Emma P. Wright and Kate Payn the five dwellings, respectively, at 257, 259 to 261, 263 and 265 West 88th street, forming a plot 89x100.8 on which a large synagogue will be erected. The broker was Maurice Runkle, Stroock & Stroock representing the synagogue as attorneys. The Congregation of Bnai Jeshurun recently sold its synagogue property on Madison avenue near 66th street to the Alliance Realty Company, which plans a business improvement and bachelor apartments.

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Real EstateAGENT
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46 Jackson Ave., Long Island City
Telephone, Hunters Pol t 3451-2**Fifth Avenue Merchants Buy.**

Franklin, Simon & Company have purchased from the Duncan Realty Company, 414 Fifth avenue, which it has occupied under lease since 1901. The property consists of a five-story building which was the first of the group at the southwest corner of Fifth avenue and 38th street, to be occupied by Franklin, Simon & Company. This firm was a pioneer in the uptown Fifth avenue trade movement, and since the acquisition of this property under lease has gradually expanded until it now controls a frontage of 101 feet on Fifth avenue and 245 feet in 38th street, comprising buildings of various heights. H. J. Sachs & Company, who were the brokers in the original lease, also negotiated the present transaction, Lewis B. Preston representing the Duncan Realty Company.

Builders Buy Church.

William Lustgarten & Co. purchased from the Trustees of the Second United Presbyterian Church, their church edifice at 119-125 West 12th street on a plot with a frontage of 74.5 and a depth of 103.9 feet. Application will be made shortly for court approval of the sale. The buyers plan the erection of a nine-story apartment house with small suites to meet the growing demand for residential accommodations of this character in the neighborhood. Members of the congregation have been worshipping at the new church at Audubon avenue and 172d street, known as the Fort Washington Presbyterian Church.

Buyer for Leasehold.

Stuard Hirschman sold his twenty years' lease on the block bounded by Division, Market and New Forsyth streets and East Broadway to Freidman Brothers, who will erect on the site seven two-story buildings in Division street and a moving picture theatre on East Broadway and Market street frontages. The theatre will have a seating capacity of about 600. The property has a frontage of 130 feet in Division street and a similar frontage on East Broadway, while in both Market and New Forsyth streets the frontage is 140 feet. Mr. Hirschman acquired the lease of the block from the City of New York last March at a graduated rental of from \$16,000 to \$17,500 a year. The new lessees conduct a moving picture place at Grand and Allen streets.

Fifth Avenue Apartment Rumor.

According to a report that was current yesterday, a syndicate is negotiating for the purchase from General Lloyd S. Bryce of the vacant plot, 100x90, at the north corner of Fifth avenue and 97th street. Plans were recently filed for the erection of a twelve-story apartment house, to cost \$900,000, on this site, and is said that if the present deal is closed, the new owners would go ahead with this project.

City Buys and Sells.

The City of New York has acquired from Mitchell A. C. Levy a tract of about one hundred lots at the northerly end of Manhattan Island. The property, which lies between 213th and 215th streets, 14th avenue and the river, will be used as park property. In exchange Mr. Levy took the three-story building at the southwest corner of First avenue and 5th street, formerly occupied as a police station. The property has a frontage of 48 feet on the avenue and 60 feet in the street.

Manhattan—North of 59th St.

62D ST.—John Vesey has sold to Henry W. Bull the 4-sty house at 171 East 62d st, on lot 24.6x102. Mr. Bull will alter the house into a private dwelling for his own use. Harris & Vaughan were the brokers.

70TH ST.—Pease & Elliman sold for Samuel J. Harriot 252 West 70th st, a 4-sty American basement dwelling, 17x100. The purchaser will remodel and occupy.

118TH ST.—James T. Nicoll, in connection with H. Weisstock, sold 128 West 118th st, a 3-sty dwelling. This property was recently acquired through foreclosure proceedings.

129TH ST.—D. H. Scully sold for the J. F. Aitken estate the three dwellings, 50x64.10, at 9 to 11½ East 129th st.

133D ST.—Moore & Wyckoff, in conjunction with Howard Hayes, sold for Theodore C. Zerega the 4-sty tenement house at 8 East 133d st to M. M. Hart.

143D ST.—Lowenfeld & Prager sold the 5-sty apartment house, 37.6x100, at 257 West 143d st to Bernard Dohman for investment. I. Haskell was the broker.

MANHATTAN AV.—J. Frederick Menke has bought from the Princeton Construction Co., I. Polstein, president, the Galathea, at the northwest corner of Manhattan av and 106th st, a 5-sty apartment, on plot 52.6x111. The property has been held at \$100,000. It was recently acquired from the Bernheimer estate by the Princeton Construction Co., Philip I. Hover was the broker.

Bronx.

155TH ST.—The Benenson Realty Co. has sold the 5-sty apartment house, just completed, at 374 and 376 East 155th st, on plot 50x100, between Melrose and Courtlandt avs. The structure contains accommodations for 25 families and was held at \$55,000.

BASSFORD AV.—Cahn & Pittman purchased from the German-Alliance Building and Loan Association of New York the northwest corner of Bassford av and 182d st, a plot 95.52x26.65x irreg., with 2-fam. dwellings.

LONGFELLOW AV.—Harry H. Cohen has sold 1411 Longfellow av, a 5-sty flat, on plot 37.5x100.

MORRIS PARK AV.—Nicholas Serracino, president of the Morris-Van Buren Realty Co., purchased the northeast corner of Morris Park av and Van Buren st for improvement with a garage.

ST. ANNS AV.—The Empire City Mortgage & Holding Co. has sold to John Berry the 5-sty apartment house, on plot 25x100, at the southwest corner of St. Anns av and 137th st. In exchange the buyer gave one lot on 65th st and two small tenements at 762 and 764 5th av, Brooklyn.

STEBBINS AV.—Alexander Selkin sold for the Schlesinger-Gillman Construction Co. the northwest corner of Stebbins av and 133d st, a 5-sty apartment house, with stores, 66.63x104.74x irreg.

Brooklyn.

21ST ST.—McInerney-Klinck Realty Co. sold for George W. Travis the 1-fam. dwelling in the east side of 21st st, 207 ft. north of Dorchester rd, on plot 40x105.

55TH ST.—I. Salzberg sold for C. H. Carlin to M. Leblang 2-fam. cottage at 1527 55th st.

66TH ST.—Alco Building Co., William Sugarman, president, has sold the dwelling, on plot 24x100, at 2033 66th st, in Mapleton Park, to I. Ginsberg for occupancy.

ATLANTIC AV, ETC.—Louis Arnold sold for L. S. Leone to John C. Norgall 661 Atlantic av; also for Robert R. Danzilo to Max Beigelman 695 Atlantic av; for the same owner 699 Atlantic av, and for Ephraim Johnson to James Reid 270 Prospect pl.

FRANKLIN AV.—On July 11 Fred. M. Smith sold 443 Franklin av for the Dimes Savings Bank of Brooklyn to a client for investment; he has again sold the property, at a substantial advance in price, to the Holy Trinity Baptist Church, to use as a rectory. The property consists of a lot 20x90 ft. upon which there is a 3-sty house.

Queens.

FAR ROCKAWAY.—The Frederick W. Avery Co. has sold for Josephine Monks of Hastings, N. Y., a plot 76x90, with railway frontage, on the west side of White st. The buyer, John C. Jorgensen, of Arverne, will remodel the old building and use the property for his contracting business.

FLUSHING.—The Twinboro Corporation of Flushing, L. I., has purchased the 3-sty building at 47 and 49 Broadway. The property has a frontage of 43 ft. on Broadway, a depth of 170 ft. and a frontage of 56 ft. on Warren st.

FLUSHING.—Roman-Callmann Co., in conjunction with Otto Loibl, sold for Rudolph Nagle two lots on Queens av, in Kissena Park. The new owner will improve.

ROCKAWAY.—G. Taus & Son sold to Nathan Abrahams, four 2-sty cottages on South Division av; also leased the same for five years.

Richmond.

LIVINGSTON.—Cornelius G. Kolff sold for the Henderson Estate Co. to Peter Larsen four lots, comprising a plot 100x100, on the easterly side of Davis av, between South St. Austin's pl and North st, Austin's pl.

Nearby Cities.

NEWARK, N. J.—Feist & Feist sold for the North Baptist Church its property, 70x140, at the northwest corner of High and Orange sts, to M. Augenblick & Brother, who will erect a 5-sty commercial building.

NEWARK, N. J.—Feist & Feist, sold for the Land and Mortgage Investment Co. to John C. Gregory 154 Central av and 133 Bleeker st. The new owner will begin the erection of a modern apartment house, with stores.

Rural and Suburban.

GREAT NECK, L. I.—Baker Crowell (Inc.) sold two acres of the Kemp Estate, overlooking the waters of Manhasset Bay, to William Wood Smith, of Boston. One of the unique features in the construction of this house will be the "Vapor Heating System." It is the intention of Mr. Smith to erect several houses of the same type and a departure from the customary developing scheme will be followed in each case. Instead of the erection of said house on small plot of grounds, there will be at least two to five acres with each house.

MONTCLAIR, N. J.—Col. I. N. Lewis, inventor of the famous rapid fire gun, has purchased the Elizabethan residence of Seth Sprague Terry on Russell ter and Hawthorne pl. The residence is one of the best known on the south side of Montclair, and has been held at \$70,000. F. M. Crawley & Bros. were the brokers.

PORT WASHINGTON, L. I.—Frank J. Smith sold the William Nostrand estate on 5th av, near Main st, to Howard L. Curry.

HUNTINGTON, L. I.—Owen Moran has purchased a farm of four acres, with buildings, on Huntington av, from Sarah E. Hall. Theodore S. Hall was the broker.

LYNDHURST, N. J.—L. N. Nicholson & Co. sold to Charles D. Huyvetter a semi-bungalow in Lyndhurst av, on plot 37½x150; to Emma C. Howell a California bungalow, on plot 100x175; to Valborg Vilkins a store, 26x50, with four living rooms and bath, southeast corner Lyndhurst and Valley Brook avs; to Norman Taylor a bungalow, 20x100, in Fern av, and to William Ahrens a cottage in 3d av, on a plot 33.4x119.

MONTCLAIR, N. J.—Milan R. Bump purchased the Dutch Colonial residence being erected at the corner of Waterbury and Beverly rds by Peter Carlson. The property was held at \$16,000. The sale was negotiated by Simpson-Merritt Co.

PORT CHESTER, N. Y.—Albert Jaretski bought the Steers estate, which has been held at \$350,000. The estate has a large frontage in King st, the boundary line between New York State and Connecticut, opposite the Marion Story place, bought recently by Hugh J. Chisholm. It comprises about 200 acres with residence, outbuildings and a large dairy farm. Near by is the new Blind Brook Golf Club property and the estates of Whitelaw Reid and Oliver Harriman.

STAMFORD, N. Y.—Nelson Lee & Green and E. N. Rowley sold the country estate of C. M. Hart, consisting of about three acres with manor house, garage and outbuildings, to Charles Todd of Westfield, N. J. The property was held at \$20,000. A number of free and clear lots at Bogota, N. J., were given by Mr. Todd in part payment.

WESTBURY, L. I.—Charles Crosby has sold to the Waldorf Park Realty Co. of Boston for development about fifteen acres adjoining the estate of Mrs. Emily Ladenburg.

WESTPORT, CONN.—John Crawford has sold for Frank T. Palmer to a New York steel manufacturer a hilltop estate near Westport, Conn. The property consists of more than 100 acres on an elevation of nearly 400 feet and commands views of Long Island Sound and the surrounding country. In the neighborhood are the country places of William E. Davidge, Dunlevy Millbank, Allan Dawson and Horace E. Harlburt.

WHITE PLAINS, N. Y.—Griffen, Prince & Ripley, Inc., sold for the estate of Amsey L. Barber three plots at the corner of Seneca and Saranac sts to L. A. Schmieder. The property adjoins the new course of the Ardsley Golf Club.

LEASES.

New Schulte Location.

As part of the big Waterman-Liggett-Schulte transaction closed last week, involving corners at Dey and Cortlandt streets, the Schulte Company has leased from the L. E. Waterman Company, for a long term, the southerly portion of the ground floor of property at the southwest corner of Dey street and Broadway, for a new branch. The entire building will be taken over by the Waterman Company on May 1, 1917. The present quarters of the Waterman Company at the northwest corner of Broadway and Cortlandt streets have been leased by the Schulte Company and subleased to the Louis K. Liggett Company. The Schulte interests were represented by the Charles F. Noyes Company in the various negotiations.

Store Lease in 42nd Street.

Nelson, Lee & Green have leased for the Robert F. Westcott estate a large store at 155 and 157 East 42nd street, to Benjamin H. Kaufman, who conducts a chain of about forty hat stores in New York and elsewhere. Winthrop & Stimson were the attorneys representing the landlord. The lease shows an advance in property value in this neighborhood in anticipation of the increase in business as the result of the erection of the new hotel by the New York Central Railroad at Lexington avenue and 42nd street, and the additional traffic from the new tube station, from which trains run to Long Island City, located in the center of the block, between Lexington and Third avenues.

Lease in 46th Street.

Royal Scott Gulden leased 44 West 46th street for Mrs. John Morgan to Thomas & Blass, bootmakers, for a long term of years. The building will be altered into stores and apartments from plans prepared by William H. Gompert,

architect. On account of the number of alterations in 46th street, whereby stoops have been removed and the change of sentiment on the part of the property owners to get higher rentals, it is expected that an effort will be made to have these encroachments removed by the city next autumn.

Evening Mail Deal Closed.

At public sale, on Tuesday, interests identified with the Evening Mail, leased from the city the Lupton Building at 23-27 City Hall place, for five years at \$18,000 a year. Details regarding this transaction were published in the Record and Guide last week, when it was reported that negotiations were pending. The Evening Mail will move from its present location at 203 Broadway after alterations have been made to meet its demands. The brokers in the deal were L. J. Phillips & Company.

\$24 a Square Foot Rental Paid.

M. A. Gunst & Company, cigar dealers, at the southeast corner of Broadway and John street, have acquired additional space adjoining. It measures 26x40 feet and surrounds the Gunst Company's store. The place is taken for eighteen years and three months from last March. The cigar company will pay somewhat more than \$24 a square foot for the space just acquired.

Acquires Leasehold from City.

The City of New York, through the Sinking Fund Commission, has sold the long term lease of the six-story building at 117-119 Worth street and 45 Lafayette street, forming an "L" around the northeast corner of these streets. The property was obtained for ten years by Herman P. Suerkin, who will pay \$6,200 a year for the first five years of the term and a 10 per cent. advance for the remaining five years.

Leases for Movies.

The M. R. Holding Company, Max Rosenblatt, president, has leased from the Weed Estate the row of old houses at the northwest corner of Third avenue and 21st street for twenty-one years. The plot measures 50x75, and after the present buildings are razed, the lessee will erect a moving picture theatre.

Furniture Company Enlarges.

The Berkey & Gay Furniture Company rented an entire additional floor, covering 14,000 square feet, in the Philip Lewisohn Building, at 113 and 119 West 40th street, through to 114 West 41st street, for ten years, at an aggregate rental of about \$100,000. Frederick Fox & Company were the brokers. The furniture company has been occupying the entire third floor in the building and will vacate this space to occupy the ninth and tenth floors.

Manhattan.

BARNETT & CO have leased the store at 22 East 125th st to the Cut Rate Phonograph Shop.

BRETT & GOODE CO. has leased in the Schlegel Building, at 300-310 East 22d st, space to Loewinger Bros., and the Star Case Co.; also at 7-11 West 45th st, to Jeanne & Co., Frederick Klein and Louis Effross, and at 53 West 45th st, the top floor to the Sanford Shops (Inc.).

DUROSS CO. leased the store at 783 Washington st to Spellman & Co.; also the store 217 West 14th st to Styles & Cash, and the 2d loft in 513-55 West 21st st to the Imperial Manufacturing & Trading Co.

DOUGLAS L. ELLIMAN & CO. have leased an apartment of 15 rooms and 3 baths in the new building nearing completion at 330 Park av for the Park Av. Improvement Co.; to George W. Hoadley, vice-president of the Bridgeport Projectile Co.; an apartment at 106 East 85th st to John Primrose; also at 165 West 58th st to Mrs. John A. Davis.

DOUGLAS L. ELLIMAN & CO. have leased apartments at 515 Park av for Bing & Bing to Charles G. Smithers; at 157 East 81st st to Charles L. Perkins; at 145 East 35th st to Charles L. Hoffman; and at 6 and 8 East 37th st for Crook & Livingston to Alfred Bullard.

BENJAMIN ENGLANDER has leased to Rudolph Schreiber the 6th loft at 1140-1146 Broadway; also the 2d loft at 138-144 West 25th st to J. J. Ludwig & Co., and the 4th loft at 127-133 West 26th st to Meyer Goldberg & Sons.

J. B. ENGLISH has leased 333 West 50th st for the estate of William Knight to Marie Pere.

JACOB FINKELSTEIN & SON leased for the Lawrence Holding Co. 2-4 Catherine st to Stern & Margolies for a long term, to be used

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for the cloak and suit business; also for Charles Wilder the store and basement at 83 Bowery to the Moler Barber School System.

FRENCH MANAGEMENT CORPORATION leased apartments at 682-686 Academy st. to J. Colburn, M. Jones, A. Capell, R. Dill, Felix Stancheck, Ludwig Zelt, Elbert Newton, Harry Roubert; at 25 Vermilyea av to A. Bartels; at 48 Post av, to A. Reeves, David Carter, Philip Mugler, Henry Reeve, and at 578 Academy st, Charles Schraf, Paul Weinberg, George Chalvin, John Kitson, E. Moulton, E. Brophy; at 501 West 113th st, Mrs. Constance Boos.

FRENCH MANAGEMENT CORPORATION leased apartments at the southwest corner of Post av and 204th st, to Mrs. S. Lewis, Frank Meyers, Richard Forham, Charles Adams, Otto King, M. Gumpertz, William Nicholl, Charles Winterdorf, M. Tieber, Raleigh Nichol, John Gourdiar, J. B. Webb, Sara Campbell, George Koelmel, Lewis Arthur, W. Ennis, Frank Irvine, Walter Schafer, Ellis Bates, Henry Miller, Harry Everett and Fred Morrison.

GARDEN IMPROVEMENT CO., represented by Lind & Pfeifer, attorneys, bid \$4,528 a year for a ten-year lease of the old school building at 28 to 34 Allen st, 98x73.4, near Hester st. The lease was sold in Municipal Building by the City of New York, the upset price being \$3,500. Harris & Mandelbaum, realty operators, bid \$4,510. The lease carries a ten-year renewal privilege. The school building was erected by the city in 1850 and for the last ten years has been used for storage purposes.

WILLIAM B. GOTTLIEB, dealer in malts and hops, bought at auction the city leasehold at 25 Bridge st, a 5-sty building, on lot 24x65, between Whitehall and Broad sts. The buyer got the property at the upset rental price of \$1,800 a year. The lease on the premises has ten years to run.

A. A. HAGEMAN has leased the store at 23 West 35th st to E. W. Burt & Co., of East Lynn, Mass., as a branch store for the sale of shoes, also the parlor floor store at 68 West 37th st, to Gertrude Prisament; the top loft at 626 6th av, to Max Hodes, and the 3d loft at 639 6th av, to Sam Feldman.

HERBERT HECHT & CO. have leased for a long term for the Arcade Realty Co., Bloomingdale Bros., to the Louis K. Liggett Co., the store at the southwest corner of Lexington av and 59th st. The drug company, on the completion of the new Lexington Avenue Subway, will open a store similar in type to those now operated by it throughout the city.

M. & L. HESS leased the 3d floor at 237-9 Lafayette st, to the Fair Waist & Dress Co.; the 5th floor at 44-50 East 32d st, to Goodman & Weingarten.

FERDINAND G. HOFFMAN has leased for the Bond & Mortgage Guarantee Co. the 2d floor of 673-677 8th av, to Louis Berman for a showroom.

HOUGHTON COMPANY has leased for Joel M. Marx, representing Olivia M. Drury, the 4-sty dwelling 112 West 69th st to Mary F. Mitchell.

HOUGHTON COMPANY has leased for Joel M. Marx, representing Olivia M. Drury, the 4-sty dwelling, 112 West 69th st, to Lucy F. Mitchell.

HOUGHTON COMPANY has leased an apartment at 203 West 81st st for the Rockdale Land and Improvement Co. to P. A. Story.

HOUGHTON COMPANY has leased for Frances St. G. How the 3-sty dwelling at 112 West 91st st to Rose Gay.

PAYSON McL. MERRILL CO. leased apartments at 140 West 57th st to H. C. Bigelow, John G. Hamilton and W. H. Harris; at 257 West 86th st to H. L. Corthell and Joseph Lozier; at 135 West 56th st to Miss Ruth Dean, and at 21 West 30th st to Arthur Nowell.

PAYSON McL. MERRILL CO. leased the parlor floor store at 9 East 44th st to Wallack Brothers, tailors.

MANNING & TRUNK leased for Rose Jodrell, of London, England, represented by J. Edgar Leaycraft & Co., to Louise Colwell, the 4-sty dwelling at 1 West 39th st, which adjoins the Wendel property at the northwest corner of 5th av and 39th st.

SAMUEL H. MARTIN has leased the store and basement at 803 9th av to John P. Haas

NELSON, LEE & GREEN have leased for 9 years and 8 months for the Belmore Lunch Co., an easterly portion of their space at 3 West 31st st, as an addition to the store at 300 5th av. The lessee is George H. Holden, who through the same brokers recently leased the adjoining 5th av corner store for 10 years at a rental of \$12,000 per annum for the retail sale of birds and animals.

OPPENHEIMER CASING CO., of Chicago, Ill., which recently leased the entire building at 47 Water st, has sublet the three top floors in this building to the Indian Refining Co. Wm. A. White & Sons were the brokers in both transactions.

PEASE & ELLIMAN have leased for Charles Scribner's Sons offices in the Scribner Building at 597-99 5th av to Ernest Perrin; also for Frederick Johnson and associates a large apartment on the northwest corner of Park av and 76th st; 840 Park av to Mrs. A. Frederick Behre, whose apartment at 521 Park av the same brokers recently leased to Frederick Halsey, after leasing for the latter his house at 22 West 53d st to the Rev. A. Duane Pell, whose house at the south corner of 5th av and 74th st they sold to Harry Fischel, for an apartment house site. This completes the relocating of all of those who changed residences because of the original sale, through the same brokers. Pease & Elliman also rented apartments as follows: at 9 West 28th st to Mrs. A. H. Stanton; at 56 West 58th st to Mrs. Edna T. Slayback; at 145 East 35th st to Mrs. Rose Berry, and in the same house to Charles L. Hoffman; leased for George Backer an apartment at 15 West 55th st to Miss Irene Fenwick, and the store at 42 West 39th st to Mlle. Marie Lalanne, milliner.

PEASE & ELLIMAN, as agents, have made the following renewals of business leases: At

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42 West 39th st, the parlor floor to Felicie Luce; at 510 Park av, a store to Schmerling & Hanig; at 11 West 28th st, the parlor floor to Dr. Samuel Falk; at 307 5th av, a loft to Madame Gaetano Ingicco, and at 510 Park av, stores to Alfred Colvill, the Locust Farms Co., the Sybil Carter Indian Mission and Lace Industry Association; also made the following apartment leases: At 144 East 36th st, to Lloyd A. Stark; at 43 East 27th st, through J. J. Feinberg, to Miss Mabel Bond; at 112 East 17th st, to Dr. Max Stiner; at 24 West 59th st, to Dr. Donald McCaskey; at 167 East 72d st, to Mrs. Ethel B. Harris; at 315 West 115th st, to Abraham Kaufman; at 39 East 27th st, to Mrs. Eleanor Steinman; at 24 West 59th st, to James C. Parish; at 175 West 72d st, to Benjamin S. Van Wyck, and at 214 West 92d st, to A. B. Spencer.

PEASE & ELLIMAN have leased at the south corner of 5th av and 72d st a duplex suite of 21 rooms and 7 bathrooms, of which all the principal rooms on both floors face 5th av, to James McLean of the Phelps Dodge Co.; Pease & Elliman, as agents, also renewed the lease of the two 3-sty dwellings at 59-61 East 52d st, held by Baron Alphonse de Meyer, and made the following renewals of apartment leases: At 829 Park av, to Mrs. Mary E. Guild; at 67 Riverside dr, to Benjamin Manilla; at 43 East 27th st, to Howard Stephenson; at 1190 Madison av, to W. A. Stigerwald, and at 56 West 11th st, to John L. O'Connor.

PEASE & ELLIMAN have leased at the south corner of 72d st and 5th av, an apartment of 15 rooms and 5 bathrooms, facing on 5th av, to Mrs. Carl Vietor. This completes the renting of the southern half of the building, which will soon be ready for occupancy. Among the other prominent lessees of suites in this building are James McLean of the Phelps Dodge Co., Henry Sanderson of Charles D. Barney & Co., Charles A. Stone of the International Banking Corp., and Herbert L. Pratt of the Standard Oil Co.; Pease and Elliman also leased for the Equitable Trust Co., to Dr. Samuel Milbank, the 4-sty dwelling at 110 East 35th st.

PEASE & ELLIMAN have leased for Milton L'Ecluse the store at 18 East 34th st to Miss Minnie Woodell, who will use it for a gown and waist shop, using the trade name of Woodell's, Incorporated. The same brokers also leased to Miss Woodell executive offices in the southeast corner of 5th av and 34th st. That 34th st is developing to the east as a retail shopping district is shown by the leasing to Bernard Kaufman by the same brokers for Mrs. Minnie G. Curtis of the store at 22 East 34th st. This store will also be used as a retail waist house.

PEASE & ELLIMAN, as agents for Harry Fischel, have leased in conjunction with Van Norden & Wilson, an apartment at 320 Park av of 16 rooms and 4 baths to C. C. Conway, of Bronxville; also leased for Frederick Johnson and associates a duplex apartment of 16 rooms at the southwest corner of Park av and 76th st to Hamilton L. Hoppin, of Mount Kisco.

PEASE & ELLIMAN have leased for the Horn and Hardart Co., to Edward Weck & Son, at the southwest corner 4th av and 23d st, the store at 56 East 23d st, which will be opened as a branch establishment of the Weck Company. This is a portion of the same space recently leased by Pease & Elliman to the Horn & Hardart Co.

PEASE & ELLIMAN have leased for the Parker Realty Co. of Newburgh, N. Y., the 3 and 4-sty buildings at 534-36 West 28th st and 533-35 West 27th st to the New York Studios, Inc.; and for I. G. Waterman to Dr. Leon N. Adler the 4-sty dwelling at 311 West 82d st.

PEASE & ELLIMAN have leased to the Western Union Telegraph Co., for the Excelsior Estates Co., the 2d and 3d lofts at the northwest corner of Centre and White sts. The lease is for a term of 10 years at a rental approximating \$70,000.

PEPE & BRO. have leased the three upper floors at 131 Waverly pl to Lester D. Boranda, to be used as a studio; for the Carr Estate a store at 232 Wooster st, and a building at 389 West st, both being used for a restaurant; and the vacant plot at 31 West 8th st to Aaron Appell; and the basement at 63 Washington sq to the Boni Book Shop.

PORTER & CO. have leased the store and basement at 414 West 125th st to Kennedy & Klarer, engineers' supplies.

PORTER & CO have leased for Harry L. Decker, to Eldora Shepard, the 3-sty stone dwelling at 113 West 131st st.

GEO. R. READ & CO. report the following leases: at 6 East 36th st to Mrs. Frances Lang; building at 189 Front st to Daniels & Kennedy; two upper lofts at 253 Pearl st to Longyear & Co.; store at 140-142 6th av to the Federal Wall Paper Co.; lofts at 637 6th av to Henry Bamforth; building at 36 Vandewater st to M. Monghesi for Henry Krakower; space at 60 Wall st to F. S. Tainter, Torrey & Co. and the National Metal Seal Corp.; offices in the Corn Exchange Bank Bldg. to C. A. Hansen, Pfieger & Co., Krajewski-Pesant Corp., and Jones & Burke; space in the National Bank of Commerce Bldg. to Beale & Sisson, Harvey Blodgett Co., Lent Brokerage Co. and Robinson-Rodgers Co.; in the Morris Bldg. to William B. Self and W. B. Cassells & Co.; in the Constable Bldg., at 111 5th av, to Herman Ullman & Co., the People's University Extension Society and R. H. Kimball; at 17 Madison av to Milton M. Bruckheimer, Elias Wolf, Samuel and Harry Cohen, and at 1170 Broadway to Tovim & Meyers and the Merchants Syndicate.

GEO. R. READ & CO., in conjunction with Albert B. Ashforth, leased the store and basement at 16 East 23d st to Isidore Glantz for a restaurant.

REGNOR REALTY CORPORATION, Paterno Bros., leased the store at 2945 Broadway to the United Cigar Stores Co. for a branch.

DOUGLAS ROBINSON, CHARLES S. BROWN CO. leased the 2d floor at 50 Pine st to Kemsley, Milbourn & Co., Ltd., exporters.

W. J. SCHOONMAKER leased space at 874 Broadway to Sears, Roebuck & Co.

SHAW & CO. leased for the German Savings Bank the 3-sty dwelling, 61 East 120th st, to the New York United Master Bakers' Assn.; also leased for the Ohio Realty Co. the store at 402 St. Nicholas av to Michael Roth.

SHAW & CO. have leased for Peter J. Devine the building 603 West 131st st to De La Gardelle & Schlecter.

SHAW & CO. have leased for Sarah Chapman the 3-sty dwelling 253 West 134th st to Ruth Thompson.

SLAWSON & HOBBS rented for W. E. D. Stokes to the Brown School the 4-sty dwelling at 270 West 72d st.

SLAWSON & HOBBS have leased for William Beuhler to Mrs. A. E. Kayes the 4-sty dwelling at 331 West 88th st.

BURTON THOMPSON & CO. leased space on the mezzanine floor of the Standard Arcade to The Lily Cup Co., whose executive offices are in the Equitable Building. The lease is for 3 years; also space on mezzanine floor to The Penfield Publishing Co. and also shop, 12x30, on Broadway level to the "Arcade Hat Store," for 10 years.

EDWARD C. H. VOGLER has leased for Asa H. Paine, trustee, to Mano Friedman, the store at 489 Amsterdam av, for market purposes, for 5 years at a gross rental of \$10,000.

CHARLES B. VAN VALEN leased the store at 75 John st to Goldsmith Bros., stationers, and additional space at 51 Maiden lane to L. & C. Mayers.

WM. A. WHITE & SONS has leased about 6,000 sq. ft. on the 6th floor of the Finck Building, at 318-326 West 39th st to Adams Brothers; in conjunction with Chas. G. Keller the entire 8th floor of the same building, covering an area of 12,500 sq. ft., to the Arrow Press, Inc.; offices at 68 William st to Haller & Krumb-

haar; and in the Franklin-Hudson Building, at 100 Hudson st, to Ernst Faber, John T. Delaney and Joseph Blaustein; the 3d floor, containing about 12,500 sq. ft., at 318-326 West 39th st to the Wynne Paper Co., now at 252 Lafayette st; and the store at the southwest corner of 7th av and 52d st to the Ignition Specialties Co.

WM. A. WHITE & SONS have leased the store and basement at 140 West 34th st to the cloak and suit house of Finkelman & Albert, who will occupy after extensive alterations have been made.

WM. A. WHITE & SONS have leased the parlor store at 126 West 23d st to Weisser Bros., furriers.

WHITE-GOODMAN have leased the 3d loft at 240-242 West 23d st to Charles Goldberg; store and basement at 48 West 15th st to Rosensweig & Gruber; 2d loft at 148 Spring st to Judelsohn Bros.; 1st loft at 121 Spring st to Fordham Mfg. Co.; top loft at 87-9 5th av to Marcia Dress Co.; and 5th loft at 130-4 West 17th st to Samuel Roth.

WOLFSOHN & AUGUST have leased for Sharp & Co., as agents, to Leopold Oppenheimer the south half of the store at 817 Amsterdam av.

ARTHUR E. WOOD leased the store at 2003 7th av for Dr. H. D. Burnham to Charles Beckerman, ladies' tailor.

Bronx.

RICHARD H. SCOBIE leased for James Rothschild to Francis Rogers & Sons, the 3-sty building with store at 2695 3d av, 25x100; also the adjoining building and store, 2697 3d av, 26x100, for the estate of Louisa C. Vogts, to the same lessee. Mr. Rogers will make extensive alterations to the two buildings, and will now control a frontage of 130 ft on 3d av.

CHARLES F. NOYES CO. has leased the store at Fordham rd and Webster av, for Jacob Leitner to Michael Wolf.

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Employers anxious to secure help (clerical or professional), or employees wishing to obtain a position or better a present one will find this department of the Record and Guide the quickest and most direct method of bringing their wants to the attention of the largest number of interested readers, in the real estate or building professions.

For Sale and To Lease

No medium reaching real estate interests affords owners, brokers, and executors wishing to dispose of desirable property (in or out of the city), so favorable an opportunity to bring the merits of their propositions to the attention of possible buyers as does the For Sale and To Lease section of the Record and Guide.

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WANT your property looked after conscientiously? Reliable, experienced man, property owner, can handle few more parcels. Renting, collecting, etc.; salary or commission. Box 163, Record & Guide.

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BOX 161, Record and Guide.

FARM—100 ACRES,

half timberland, at Kingston, New Jersey; old stone house built 1756.

BOX 158, Record and Guide.

HOMESTEAD—FARM 66 ACRES,

brick house, four barns, fruit and grain; no exchange considered; price reasonable.

EDNA HOFFMAN, Annandale, N. J.

18-ACRE FARM,

nine-room house and barn, Rossville, S. I.; rent \$30. For particulars address

BOX 164, Record and Guide.

WHITE OAK TIMBER WANTED.

WANTED—To buy white oak timber, in large or small quantities. **J. HERBERT KING,** care of King Stave Co., P. O. Box 364, New Orleans, La.

FOR QUICK SALE.

One of the best improved, best located farms in North Florida at a real bargain price; 380 acres; ideal for stock farm.

BOX 145, Live Oak, Fla.

N. Y. STATE—FOR SALE.

Large acreage on Palisade, both sides of Boulevard, running north and south to Fort Lee and Dyckman St. Ferries; elegant location for country residence; reasonable. **Box 157, Record and Guide.**

LARGE PLOT ON 55TH ST.,

near subway station; must be sold to settle estate; bargain; \$3,500 to a quick buyer. Apply to local agents or administrator, **W. H. CROPEY, 690 Bay Ridge Ave.**

TIMBER LAND FOR SALE.

Best timber tract in South Carolina; contains sixteen thousand acres. Also a large timber tract in Tennessee. For full particulars write

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Modern country home, one acre ground, facing three streets in up-to-date suburb; ten rooms, two baths, sun parlor, porches, steam heat, electric light, fixtures, awnings, screens, canoe, over 300 shrubs, fruit trees. For sale at sacrifice or exchange. Write Owner: **Occupant, Room 2116, 80 Maiden Lane, New York.**

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Full particulars mailed

J. STERLING DRAKE, 29 Broadway, New York
Factories, Water Fronts, Commercial Properties.

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Suitable for sport; splendid air and location for Summer hotel, or any one whose health is lacking; 9-room house, with veranda; spring water in the house; a barn; 2 acres and 8 rods of land; large young orchard; suitable space for tennis court; 5 minutes' walk to the fishing and boating reservoir, which covers 59 acres; also 5 minutes' walk to the steam and trolley cars; sold strictly by owner; write for more particulars to

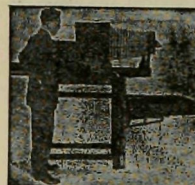
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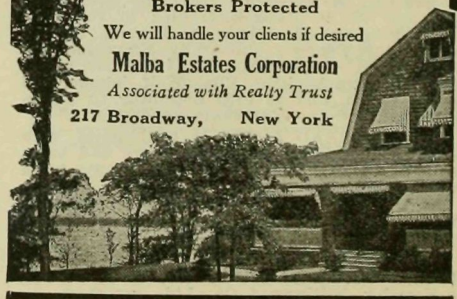
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PEASE & ELLIMAN have leased to the Schulte Cigar Stores Co. a portion of the large plot at 2780 Webster av. The property is covered by a 1-sty building which will be extensively altered and occupied by the Schulte Co. for a branch of its business.

Brooklyn.

SHULTE CIGAR CO. leased through Pease & Elliman, the Kleinman Cigar establishment at 754 Broadway, at the junction of Broadway, Flushing and Graham avs.

PEASE & ELLIMAN have leased for the Realty Associates to the Schulte Cigar Co., in the property at the junction of Flatbush av and Fulton st, Brooklyn, the entire ground floor and basement space known as 30-30A Flatbush av, extending through to 317-317A Livingston st. The lease is for a long term and upon completion of alterations, Schulte Cigar Co., will open a branch establishment.

REALTY ASSOCIATES leased, for five years, to Herman F. Ehler the 2d and 3d floors at 24-36 Flatbush av and 315-323 Livingston st. After extensive alterations, these premises will be occupied by Mr. Ehler for bowling alleys, pool and billiard rooms. There are about 17,000 sq. ft. covered by the lease.

Queens.

LEWIS H. MAY CO. has leased cottages at Arverne for Mrs. M. Burkhard on Vernon av to I. Spiegel; for Mrs. M. Bauer on Wave Crest av, to Mrs. Lampell; for M. Skou on Elizabeth av, to S. T. Slater; for Louis Gottlieb on Remington av, to S. Lipschitz; for Simon Fritz on Meredith av, to Louis Cohen; for Rekop Realty Co. on Straiton av, to Mrs. J. Berlefin; for Joseph Manion on Wave Crest av, to J. D. Cohen.

CROSS & BROWN CO. has leased to the L. W. F. Engineering Co., manufacturers of aeroplanes, the entire building in 8th st, 3d to 4th avs, College Point. Cross & Brown Co. leased this company space in the Russell Building in L. I. City last January, but they have outgrown these and have taken larger space.

LEWIS H. MAY CO. has leased cottages at Far Rockaway, L. I., for G. H. Huttenlocher at 2117 Birdsall av to Conrad Prehs; for Robert T. McNamara, 501 Sea Girt av to A. V. Morgenstern; for Charles Smith, 2873 Faber ter to William B. Van Buren; for John V. Dollard, 843 Beach 25th st to Julius Mamluck; for Mrs. Nora D. McCall, 401 Sea Girt av to Joseph Donohue.

Suburban.

FISH & MARVIN, in conjunction with Thomas N. Cooke, have rented furnished for the summer, for the Hill estate, "Tavern Island," at Darien, comprising four acres with large dwelling, to O. M. Mitchell; also rented for the William H. Macy estate the "Poole House," in Sunny Ridge Farm at Rye, for a long term to Stephen Farrelly, manager of the American News Co. This property comprises ten acres with a large house and out buildings.

EDWARD C. GRIFFIN and P. H. COLLINS, of New York, rented the Bevan cottage, at 30 Park av, to Loring N. Farnum; also renewed the Creago bungalow lease, Larchmont Park, to Frank A. Shaughnessy, and sold a plot in Mamaroneck, at the corner of Stanley and Grand Park avs.

PAYSON McL. MERRILL CO. leased the Warner cottage, in Victoria av, Lawrence Beach, L. I., to Chester Glass, and with John F. Scott the Ansbacher property in Broadway, Lawrence, to David Weingarten.

GEO. R. READ & CO., in conjunction with Mt. Kisco Estates, have rented the Richard Harding Davis place at Mt. Kisco to a Mr. Hampton.

BURKE STONE (INC.) leased for the Lawrence Park Realty Co. to Mrs. J. Armour Gallo-way, Anita Rio, the soprano, apartment 10 in the "Studio Arcade" on Pondfield rd, Bronxville; also for A. W. Lawrence and D. B. Lawrence to Miss Alleyne Archibald of Gramatan Court, store 8 in the Store, Apartment & Theatre Building, now under construction on Kraft av, apartment "B" in Pondfield Court, for the Eastchester Mortgage & Realty Co., to Mrs. Irving E. Smith; for Oliver M. Oake of Cedar Knolls, Yonkers, to John W. Moffat of the Phoenix Assurance Co.; his new stucco residence on Pondfield rd W.; for Frank M. Witherell of the Produce Exchange, New York, one of his residences on the corner of Cassilis av and Howe pl, Armour Villa Park, Yonkers, to Walter R. Jenkins.

COCKS & WILLETS leased to Snowden A. Fahnstock the historic "Old Brick Farm," at Roslyn, L. I., for four years. The estate consists of a large brick dwelling, stables, a garage, dairy house and cottages.

BAKER CROWELL has leased for the season the John H. Dale property, consisting of eight acres, at Manhasset, L. I., opposite the Kensington water front park, to Justine Johnstone of New York City.

FISH & MARVIN have rented, furnished, the property of Mrs. Charlotte M. Bassett at Briar-cliff Manor, and consisting of one acre of land and large residence. The tenant is A. M. Papazian of London, England.

FISH & MARVIN have rented for D. B. Lawrence a property on Vine st, Lawrence Park, to Hugh S. Burke of New York.

KENNETH IVES & CO. rented for Eugene Elsworth his residence at Irvington-on-Hudson, N. Y., to Miss Mary L. Pruyt; also for Edwin B. Vollmer his residence at Hastings-on-Hudson, to M. Schorr, and for George Green his house at Rye to Otis N. Shepard.

L'ECLUSE, WASHBURN & CO. have leased to the Right Rev. Bishop Darlington of Harrisburg, Pa., for the season, the large residence on the property belonging to Mrs. A. A. Anderson at Huntington, L. I.

L'ECLUSE, WASHBURN & CO. have leased, for the summer, the house belonging to the Buxton estate at Riverside, Conn., to Judge Charles N. Harris of New York.

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LOWENFELD & PRAGER

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Suburban.

WM. D. BLOODGOOD & CO. leased for Max Mendl, the corner store and service station, 226 Central av, Newark, N. J., to Clodio & Engs, agent for the Kissel Motor Car Co.

FEIST & FEIST, of Newark, N. J., acting for the Lawyers' Building Co., owner of the Park Place Theatre, Newark, have leased that house to I. Kaufman, president of the Kaufman & Hyde Producing Co., of New York.

HYDE & BAXTER, of Port Washington, N. Y., leased for five years for the John Murray estate a tract of two acres situated on the shores of Manhasset Bay at Port Washington to the American Trans-Oceanic Co. The lessees will erect hangars for the use of their hydro-aeroplanes.

FISH & MARVIN have rented for Frederick Hodgman his property at Sagamore, Bronxville, consisting of dwelling, garage and about one-half acre of land, to J. H. Shale of the American Piano Co.

PAYSON McL. MERRILL CO, leased the Helen B. Page property at Mountain and Tulip avs, Llewellyn Park, West Orange, N. J., for the summer to Henry Fairfield Osborn, Jr.; also for Mrs. Mary Dusenberry her property in Whittingham pl, West Orange, to Albert T. Smith.

REAL ESTATE NOTES.

CELESTIAL REALTY CO. is the purchaser of 1839 Madison av, recently sold by Wertheim & Clear.

SENIOR & STOUT, INC., were the brokers in the sale of 108-110 West 53d st, recently sold by the Mutual Life Insurance Co.

NEW YORK TITLE & MORTGAGE CO. loaned to the Farago Construction Co. \$70,000 on the apartment on the east side of Valentine av, 69.8 ft. north of 183d st.

SLAWSON & HOBBS have been appointed agents for the Curtis and the Edinburgh, 174-176 West 87th st, at the southeast corner of Amsterdam av.

WALTER E. BROWN and RICHARD DICKSON were the brokers in the sale of the Ebling Mansion at the northwest corner of East 158th st and Cauldwell av, 72x130, to the John W. Cornish Construction Co.

SLAWSON and HOBBS have just been appointed agents for the new 12-sty apartment house in course of construction at 124-126 West 72d st, and for the "Devonshire," at 325 West 83d st, and for the apartment house at 562 West 191st st.

MAX ERDTMANN has opened offices at 1407 Broadway, Brooklyn, where he will transact a general real estate business, making a speciality of Broadway properties. Mr. Erdtmann was formerly senior member of the firm of Erdtmann & Co., at 1612 Broadway.

NEW YORK TITLE AND MORTGAGE CO. has made a loan of \$16,000 to the Lyttle Construction Co. on the three frame buildings at the northwest corner of Cauldwell av and 168th st; also \$72,000 to the Fanyer Building Co. for the erection of two 5-sty apartment houses, on the east side of Webb av, 150 ft. north of Devoe terrace.

NELSON, LEE & GREEN have been appointed rental agents of the Rialto Theatre office building recently erected on the site of Hammerstein's Victoria Theatre. These brokers recently rented three of the stores in this building on eight year leases at a rental in excess of \$25,000 per annum, the corner store being taken by the United Cigar Store Co.

REAL ESTATE STATISTICS

The Following Table is a Resumé of the Record of Conveyances, Mortgages, Mortgage Extensions and Building Permits Filed in Each Borough During the Week.

(Arranged with figures for the corresponding week of 1915. Following each weekly table is a resume from January 1 to date.)

MANHATTAN. Conveyances.

Table with 4 columns: 1916 Aug. 4 to 10, 1915 Aug. 6 to 12, Total No., Assessed value, No. with consideration, Consideration.

Mortgages.

Table with 4 columns: 1916 Aug. 4 to 10, 1915 Aug. 6 to 12, Total No., Amount, To Banks & Ins. Cos., Unusual rates, Interest not given.

Mortgage Extensions.

Table with 4 columns: July 28 to Aug. 10, Aug. 6 to 12, Total No., Amount, To Banks & Ins. Cos., Amount.

Building Permits.

Table with 4 columns: 1916 Aug. 10 to 13, 1915 Aug. 7 to 13, New buildings, Cost, Alterations.

BRONX.

Conveyances.

Table with 4 columns: 1916 Aug. 4 to 10, 1915 Aug. 6 to 12, Total No., No. with consideration, Consideration.

Mortgages.

Table with 4 columns: 1916 Aug. 4 to 10, 1915 Aug. 6 to 12, Total No., Amount, To Banks & Ins. Cos., Unusual rates, Interest not given.

Mortgage Extensions.

Table with 4 columns: Aug. 4 to 10, Aug. 6 to 12, Total No., Amount, To Banks & Ins. Cos., Amount.

Building Permits.

Table with 4 columns: 1916 Aug. 4 to 10, 1915 Aug. 6 to 12, New buildings, Cost, Alterations.

BROOKLYN.

Conveyances.

Table with 4 columns: 1916 Aug. 3 to 9, 1915 Aug. 5 to 11, Total No., No. with consideration, Consideration.

Mortgages.

Table with 4 columns: 1916 Aug. 3 to 9, 1915 Aug. 4 to 11, Total No., Amount, To Banks & Ins. Cos., Unusual rates, Interest not given.

Table with 4 columns: Jan. 1 to Aug. 9, Jan. 1 to Aug. 11, Total No., Amount, To Banks & Ins. Cos., Amount.

Building Permits.

Table with 4 columns: 1916 Aug. 4 to 10, 1915 Aug. 6 to 12, New buildings, Cost, Alterations.

QUEENS.

Building Permits.

Table with 4 columns: 1916 Aug. 4 to 10, 1915 Aug. 6 to 12, New buildings, Cost, Alterations.

RICHMOND.

Building Permits.

Table with 4 columns: 1916 Aug. 4 to 10, 1915 Aug. 6 to 12, New buildings, Cost, Alterations.

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CURRENT BUILDING OPERATIONS, MATERIALS AND SUPPLIES

INSTEAD of structural steel declining in price as the summer advanced, the contrary has occurred, and builders to whom the steel is the determining factor are confronted by the alternative of either paying the new price for a slow delivery or putting farther off their contemplated operations. Steel mills are still overborne with orders, if not for munitions, then for the raw materials from which munitions are made, besides a large and varied accumulation of domestic business.

Since steel bars and billets were advanced last week, the prices of structural and plate steel and wire products have also been jacked up, and no one can say that no more upward moves are to follow. Less is heard about peace in Europe. A war to the finish is the strongest probability, and another two years may pass before hostilities cease.

Can our builders wait that length of time in inaction and be sure that even then the demand upon the steel manufacturers will have returned to a normal basis? Judging from the revival of contract letting this week, considerable work that has been held in abeyance will now be advanced, if the buyers can get deliveries.

Steel men say that an unprecedented amount of shipbuilding for which plates are required undoubtedly shuts off a large amount of buying for building construction. The market for plates, quoted at 3.50 cents a pound for early delivery, is purely a nominal one, as it is impossible to get material before the end of the year.

The threatened strike of steel railroad men holds the prospect of a general business embargo. For a short period the trade in basic building materials would be less affected than some other lines of business, as all our common brick, some face brick, considerable cement, besides lime, plaster, crushed stone, sand, gravel, hollow tile, rough lumber and some other materials come to market by water, and of lumber and its products there are large stocks in hand. Non-fireproof work could proceed for a considerable period without being held up by the non-arrival of some necessary material, and probably most of the first-class fireproof construction now under contract could manage to keep going for awhile. But eventually, as President Howland of the Association of Dealers in Masons' Materials says, in a letter printed elsewhere, the building material industry would be paralyzed.

The consequences of the freight congestion after the resumption of traffic would constitute another serious situa-

tion for the supply houses. The crops will soon be coming to the seaboard and in the event of a strike they would add to the confusion. Already there is talk of a scarcity of cars. The effect upon the great body of suburban commuters can be better imagined than described.

The building trades are reported to be generally busy. Secretary Tompkins says this is true in all the unions affiliated with the Building Trades Council. The bricklayers, who are independently organized, are not so well engaged as other trades. A large amount of reinforced concrete work is going on in metropolitan territory and is giving employment to ironworkers, metal lathers and carpenters, besides cement workers.

The dispute over wages between the journeymen carpenters and joiners on the one side, and the Master Carpenters' Association, the Master League of Cement Workers, the Association of Manufacturers of Metal-Covered Doors and Windows, and the Interior Decorators and Cabinet Makers' Association, on the other side, was finally settled this week, and all hands are back to work and all the shops running. The basis of settlement was \$5.50 a day in Manhattan instead of \$5.60, which the men demanded at first.

The estimated cost of buildings for which plans were filed in the Borough of Manhattan alone during the first seven months of this year was larger than the estimated cost of the buildings planned during the whole of any year since 1911. The year 1905 was the biggest year for plan-filing the borough ever had, when \$123,000,000 worth of work was scheduled. The record of 1916 will far surpass that. The architects are loaded with plans, but the builders and supply houses are impatient for the building contracts. The city is prepared as never before to do great things in construction when the bar is raised. (See statistical table on preceding page.)

Cement prices are not notably changed, but are more firmly held as labor costs grow. Selling agents report a brisk demand, but nothing extraordinary. Prices on vitrified sewer pipe have been advanced 1 per cent. under a good summer trade with the 6-inch size now quoted at 12 cents a foot to dealers in carload lots, New York, to compare with 7.20 cents a year ago, and the 12-inch at 30 cents, as against 18 cents a year ago. Higher quotations are also noted on gravel. As flaxseed prices have advanced 10 cents a bushel, there is a firming tendency in oil. Turpentine is variable within narrow limits, but naval stores are steady.

Brick.—Under a good demand, especially from Brooklyn, prices were more firmly held by manufacturers, though quotations were unchanged, in the Hudson River brick market this week. It was easier to get \$7.25 for Hudsons and \$7.50 for Raritan than it was last week. Brick is moving out from the works just as fast as loaded; none is being held for a higher price. Labor shortage and adverse weather conditions have tended to curtail production about 50 per cent. so far this year.

Brooklyn took out 22 barge loads this week, compared with 14 last week, as evidence of a revival in brick-building in that borough. Only seven cargoes were left in the market yesterday.

Summary of transactions in the North River wholesale brick market for the week ending August 11, 1916:

Condition of market: Prices firm and demand good. Quotations to dealers for cargo lots: Hudson Rivers, \$7@7.25 per M.; Raritan, \$7.25@7.50. Number of cargoes sold, 44. Distribution: Manhattan, 13; Brooklyn, 22; Bronx, 4; New Jersey, 5. Number of cargoes left over, Friday A. M., 7

Gravel.—Under increased labor costs and growing demand, gravel has advanced to \$1.00 for 1½ inch size, and \$1.10 for ¾ inch size in cargo lots. Sellers being well booked with orders, prices are steady at the new level. This is an advance of 20 cents since Spring.

Linseed Oil.—Steadily advancing since the slump of a month ago, linseed oil is being quoted at 72 cents in car lots, and as high as 74 cents in 5-barrel lots. Competition for round quantities was keen. The activity of the market is owing to general crop developments.

Expanded Metal Lath.—Higher quotations are noted for expanded metal lath, per 100 yds., for painted material, but a lower price for galvanized and tuncan. Stocks are low in jobbers' hands, and manufacturers report large orders.

Steel.—An advance of \$2 a ton on structural and plate steel was announced by subsidiaries of the U. S. Steel Corporation on Monday. This makes the price of beams 2.60c. per pound, Pitts-

burgh, and 2.769c. New York tidewater, and plate 3c. per pound, Pittsburgh. The freight rate to New York is 16.90c. per cwt.

The American Steel and Wire Company has advanced the quotation on wire products \$2 a ton. This makes the price of wire nails 2.50c. a pound, Pittsburgh. For some time past wire products have been out of proportion, as ordinarily beams, bars and tank plates sell considerably below wire and wire nails, but recent quotations showed 2.50c. quoted for bars and beams. This advance follows the one announced last week of \$2 a ton for bars and \$1 increase in the price of Bessemer billets.

After several weeks of inaction, a number of local contract lettings were reported this week. Hay Foundry and Iron Works booked 300 tons of steel shapes for the People's Market at 149th street and Cortlandt avenue, Bronx; the Hinkle Iron Works, 100 tons for the Pure Oil Company's warehouse in Carroll street, Brooklyn; Fagan Iron Works, 150 tons for a monastery at Hoboken; McClintic-Marshall Co., 125 tons for the New York Central's new station at Poughkeepsie; Post & McCord, 175 tons for a loft and store building at 680-682 Fifth avenue; Hedden Construction Co., 190 tons for the Steinway Avenue Theatre at Long Island City; Hay Foundry and Iron Works, 155 tons for public school at Orange.

Window Glass.—After last week's flurry in prices, on account of the Black Tom Island smash, jobbers' operations are returning to a normal basis, which amounts to an extensive demand in those parts of the city which suffered from the explosion, and to a fair requirement for this time of the year in the rest of the territory. Manufacturers' prices so far are what they have been. Jobbers' prices can only be approximated under the peculiar circumstances prevailing in the local trade. Stocks in local jobbers' hands are light and rather broken up as to sizes owing to the recent unusual demand.

Plate glass has practically doubled in price, though window glass, not so much affected by the calamity, remains practically unchanged with the exception of a few sizes on which the shortage is most serious. Labor is scarce and to be had only at high wages. Glass dealers have been obliged to abandon their regular sources of supply because they are insufficient. The glass market is being raided in all parts of the country to fill urgent orders.

Elevators.—Companies doing a national business in elevator manufacturing report a decided betterment. The half year ending June 30 was the best the Otis Elevator Co. has ever enjoyed. Deliveries of the company's products represented a gain of 50 per cent. over the first half of last year. Considering the present paucity of construction work in New York and some other large cities, this sharp revival is encouraging, and is taken to reflect more particularly the great building movement throughout the Central and Western States during the first part of the year. It is also owing to the success the Otis management has had in finding new classes of buyers. If the same rate of business keeps up during the rest of the year, which is not at all certain in view of the holding back of building construction, some of the company's former good years may be duplicated, such as 1912, when the common share profits reached 11.6 per cent.

Lumber.—The retail yards report an improvement in outgo of material, with some concessions in prices. A better movement in wholesale lines is also reported, in part owing to an expected railroad tieup.

CURRENT WHOLESALE PRICES.

CURRENT wholesale prices, prevailing on the Building Material Exchange and elsewhere in the Metropolitan district. Allowances must be made for yard and store prices:

Note.—Price changes are indicated by black-face type.

BRICK (Cargo lots, alongside dock, to dealers only), per M.:
 North River common\$7.00@7.25
 Raritan common 7.25@ 7.50
 Second hand common, per M. 4.50@
 Red face brick, rough or smooth, car lots.....**21.00@27.00**
 Buff brick for light courts...**21.00@27.00**
 Light colored for fronts.....**25.00@36.00**
 Special types**36.00@50.00**

CEMENT (wholesale, 500 bbls. lots and over, alongside dock, N. Y.):
 Domestic Portland, Spot.....**\$1.67@**
 Over 30 days.....**@1.72**
 Rebate on bags returned, 10c. bag.
 Mill base..... 1.05@
 Rosendale, natural, net, to dealers, wood or duck bags 1.00@
 Rebate on bags returned, 10c. bag.
 Aisen's GermanNo Quotation
 Dyckerhoff GermanNo Quotation

EXPANDED METAL LATH (prices per 100 yds. for painted are as follows in carload lots):

Gage.	Weight.	Price.
27	233	\$17.00
26	250	18.00
25	300	19.00
24	340	20.00
22	450	23.00

About 10% additional for smaller quantities. For galvanized add \$7, and \$4.50 for tuncan.

GRAVEL (500 cu. yd. lots f. o. b. along side dock N. Y., wholesale):
 1½ in.@**\$1.00**
 ¾ in.@ **1.10**
 Paving gravel 1.25@
 P. S. C. gravel.....@ **1.25**

LIME (standard 300-lb. bbls., wholesale):
 Eastern common@**\$1.45**
 Eastern finishing@**\$1.65**
 Hydrated common (per ton)...@ **9.50**
 Hydrated finishing (per ton)..@**12.68**

LINSEED OIL—
 City brands, raw, 5 bbl. lots...**\$0.73@0.74**
 Less than 5 bbls.....@ **0.75**

LUMBER (Wholesale prices, N. Y.):
 Yellow pine (merchantable 1905, f.o.b. N.Y.)
 8 to 12 in., 16 to 20 ft...\$26.75@31.75
 14 to 16 in..... 34.75@ 40.00
 Heart face siding, 4-4 & 5-4 @ **32.00**
 Hemlock, Pa., f. o. b. N. Y.
 base price, per M.....@ **24.00**
 Hemlock, W. Va., base price
 per M.@ **23.50**

Hemlock, Eastern mixed cargoes 22.00@
 (To mixed cargo price add freight \$1.50.)

Spruce, Eastern, random cargoes, 2-inch (delivered)... **26.00@ 29.00**
 Add \$1.00 per M. for each inch in width over 12 ins. Add \$1.00 per M. for every 2 ft. over 20 ft. in length. Add \$1.00 per M. for dressing.

Lath (Eastern spruce f. o. b. N. Y.):
 1½-in. slab\$3.75@4.00
 Cypress lumber (by car, f. o. b. N. Y.):
 Firsts and seconds, 2-in...\$5.10@
 Cypress shingles, 6x18, No. 1
 Hearts 8.75@9.00
 Cypress shingles, 6x18, No. 1
 Prime 7.25@
 Quartered oak\$85.00@88.00
 Plain oak 60.00@ 63.00

Flooring:
 White oak, quartered, select @ \$51.00
 Red oak, quartered, select... @ 51.00
 Maple, No. 1.....\$40.00@ 42.00
 Yellow pine, No. 1, common,
 flat@ 26.00
 N. C. pine..... 16.50@ 25.00

PLASTER—(Basic prices to dealers at yard, Manhattan):
 Masons' finishing in 100 lb. bags, per ton\$10.50@11.00
 Dry Mortar, in bags, returnable at 10c. each, per ton..... 6.00@ 6.50
 Blocks, 2 in. (solid), per sq. ft...\$0.06
 3 in. (hollow)..... .06
 4 in. (hollow)..... .07½
 Boards, ¼ in. x 8 ft..... .11
 ¾ in. x 8 ft..... .145
 ½ in. x 8 ft..... .185

SAND—
 Screened and washed Cow Bay, 500 cu. yds. lots, wholesale.....\$0.50@

STRUCTURAL STEEL (Plain material at tidewater):
 Beams & channels up to 14 in.**2.769@**
 Beams & channels over 14 in.**2.769@**
 Angles 3x2 up to 6x8.....**2.769@**
 Zees and tees**2.769@**
 Steel bars, half extras.....**2.769@**

TURPENTINE:
 Spot, in yard, N. Y., per gal.**\$0.45½@0.46**

WINDOW GLASS (Official discounts from jobbers' lists.)
 Window, A grade, 1st 3 brackets... **88%**
 Window, B grade..... **89%**
 All other single thick..... **90%**
 Double thick, A grade..... **88%**
 Double thick, B grade..... **90%**
 Plate, discounts off lists up to 5 ft. **90%**
 Plate, discounts off lists over 5 ft.. **89%**

ROOF GARDEN ATOP HOTEL BOSSERT RESEMBLES DECK OF PRIVATE YACHT

Innovation In Brooklyn Hostelry Gives Patrons View Over Harbor and Lower Bay

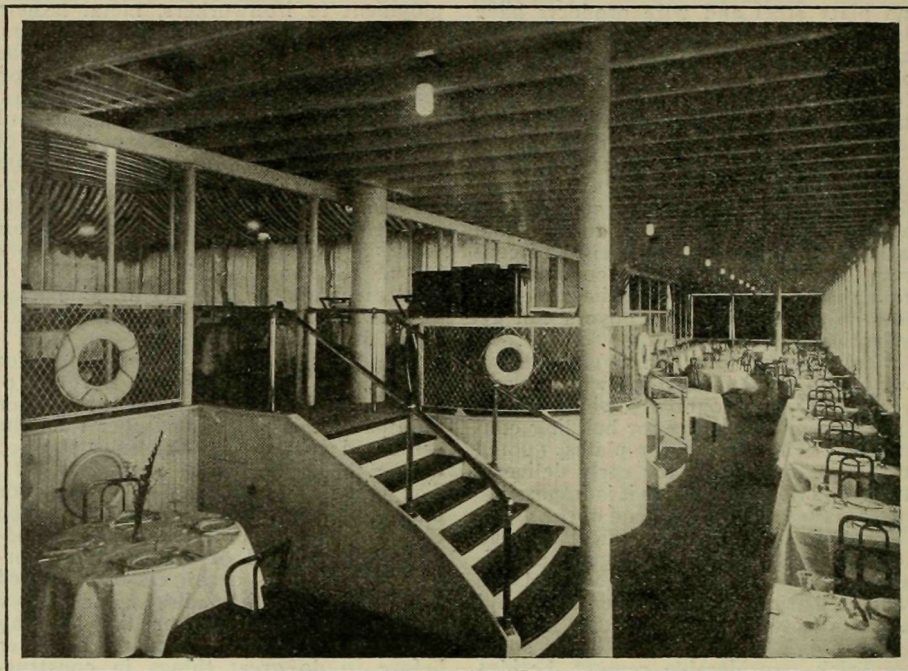
UNTIL last week the Borough of Brooklyn, which numbers among its amusement facilities theatres, restaurants, famous beaches and other attractions, has never been able to boast of a roof garden. For the residents desirous of patronizing this form of amusement it was necessary to make a trip to one of the Manhattan hotels. Now this journey can be eliminated for the Hotel Bossert, at the corner of Montague and Hicks streets, has opened its new roof garden to the public where on warm evenings the patrons of the hotel are able to dine and dance in an atmosphere, that to say the least, is unique.

The Hotel Bossert roof garden is to be

over the city and out across the bay and helps make the illusion complete. The service on the Marine Roof is complete and includes general dancing with exhibition dance numbers by well-known artists.

The Hotel Bossert roof garden was designed and erected under the supervision of Schleich & Smeraldi, architects and decorators, 103 Park avenue, Manhattan, designers of the Biltmore Cascades and supper room, the Japanese Gardens at the Ritz-Carlton Hotel and special features at other Manhattan hotels.

Looking out over the ship's rail that surrounds the roof visitors are able to obtain a wonderful view of the Lower Bay,



Schleich & Smeraldi, Architects.
YACHT DECK ON ROOF OF HOTEL BOSSERT.

known as "The Marine Roof," the roof of the building having been recently reconstructed in such a manner that it resembles the promenade deck of a palatial private yacht. Visitors to the roof are carried from the street floor by a special elevator to the Marine Roof, twelve stories in the air, and as the door is opened one finds himself suddenly transported from the hot and dusty streets of a busy city onto what is apparently the deck of a yacht or large steamer. The nautical atmosphere is complete in every detail. A smoke stack, mast with pennants, ventilators, life boats and life preservers meet the eye with the pleasant feeling of a life at sea, while deck chairs and awnings spell the height of comfort for the landloving sailor. At night a powerful searchlight projects its beam

with Staten Island and the hills of New Jersey in the distance. From a seat at the rail the water line is seemingly brought up to the level of the eye and the perspective is of one on board a ship. Every possible opportunity has been availed of to complete the picture to the patrons of this resort. The waiters are dressed in the uniform of stewards, and sailors in the attractive uniform of the Navy attend to the bright work, awnings, ship's bell, and perform any small service required by the patrons. An excellent orchestra provides music for the dancing and other entertainment features. The dancing floor is on a raised platform, extending from the main deck. The Hotel Bossert roof is open every evening from 6 o'clock, and is expected to prove a substantial attraction.

BOARD OF STANDARDS.

Announcement for Those Who Desire to Make Appeals.

The following statement was adopted by the Board of Standards and Appeals at its meeting on August 4, as an announcement to the public, in the first issue of the bulletin:

All petitions and appeals submitted to either the Board of Appeals or the Board of Standards and Appeals must contain all the information necessary for a clear understanding and intelligent action by the respective board. Each approval of a petition or appeal will be based on the information so furnished.

Neither board can undertake to verify such information. The statements made by the petitioner or appellant, or the conditions of the approval by either board, will be incorporated in the resolution granting the approval. Officials who are charged with the enforcement of the laws, ordinances and rules relating to buildings in the City of New York will be guided by such approvals, and before granting permit or taking any other affirmative action,

must see that there are no misstatements as to facts and that the conditions of the approval are observed.

Any misstatements of essential information will nullify the action of the respective board, and must necessarily discredit the petitioner or appellant in the renewal of any petition or appeal, or when appearing in any other matter before the board. All approvals will remain valid only so long as the information and the conditions on which approval was based are maintained.

Residence for H. P. Davidson.

Marc Eidlitz & Son, 30 East 42d street, have obtained a general contract for the construction of a handsome private residence at the southwest corner of Park avenue and 69th street, for H. P. Davidson, one of the partners in the firm of J. P. Morgan & Co., 23 Wall street. The proposed structure will be built of brick, with facades of limestone and will be five stories in height. Ground dimensions are approximately 63x86 feet. The

plans and specifications for this dwelling have been prepared by Walker & Gillette, architects, 128 East 37th street, who also planned Mr. Davidson's country home at Glen Cove, L. I.

Whitney Co. Obtains Contract.

A general contract has been awarded to the Whitney Company, 1 Liberty street, for the construction of a five-story brick and limestone residence for William Woodward, president of the Hanover National Bank, Nassau and Pine streets. The structure will be located at 9-11 East 86th street, on a plot 51x100 feet, and will be built from plans and specifications prepared by Delano & Aldrich, architects, 4 East 39th street. The construction will be fireproof and the cost of the project is estimated to be in the neighborhood of \$200,000.

PERSONAL AND TRADE NOTES.

Central Parquet Floor Co. has moved its office from 1275 DeKalb avenue to 397 Rogers avenue, Brooklyn.

Hollow Building Tile Manufacturers' Association has moved its offices from Cleveland, O., to Chicago, Ill.

Percival R. Pereira, architect, has recently moved his offices from 220 West 42d street to 150 Nassau street.

John I. Mange has been elected vice president of the J. G. White Management Corporation, 43 Exchange place.

H. B. Coleman has been appointed sales manager for the Russell & Erwin Manufacturing Co., of New Britain, Conn.

William H. Ripley has been recently appointed general sales manager for the Bruston Automatic Electric Lighting & Power Co., 101 Park avenue.

Ransome Concrete Machinery Co., 115 Broadway, has recently established an office at 12-18 South 12th street, St. Louis, Mo., in charge of E. Gwynn Robinson, as sales agent.

Hon. Cyrus C. Miller, chairman of the executive committee of the Advisory Council of Real Estate Interests, is spending the month of August at Greenboro, Vermont.

George S. Haley, formerly vice president and general manager of the Texas Power & Light Co., Dallas, Tex., has been appointed executive head of the General Engineering & Management Co., 141 Broadway.

Morris P. Altman, formerly a member of the firm of Isaac A. Hopper, Inc., contractor, has recently entered the general contracting business under the name of Morris P. Altman, Inc., with offices at 1239 Broadway.

Louis Zises, manufacturer of gas and electric lighting fixtures, has secured a contract to equip the various Woolworth stores, throughout the United States, with lighting fixtures. There are approximately eight hundred stores.

PLANS FIGURING.

BANKS.

BRADLEY BEACH, N. J.—Mowbray & Uffinger, 56 Liberty st, Manhattan, are taking estimates on general contract to close August 14, for a 4-sty brick and stone bank and apartment bldg at Bradley Beach, N. J., opposite the Railroad station, for the First National Bank, E. F. Monnelk, pres. Cost, about \$50,000.

CHURCHES.

PASSAIC, N. J.—Mason R. Strong, 7 Wall st, Manhattan, is taking estimates on general contract to close August 14th for a 2-sty brick and stone chapel and Sunday school, 60x75 ft, seating approximately 500, at the cor of Hamilton and Jefferson sts, for the North Reformed Church, W. D. Brown, 55 Hamilton av, pastor. Cost, \$25,000.

DWELLINGS.

GREAT NECK, L. I.—Horace Trumbauer, Land Title Building, Philadelphia, Pa., is taking estimates on general contract to close Aug. 14 for a residential group at Great Neck, L. I., consisting of a residence, garage and outbuildings, approximately 300x150 ft, for Mrs. Henry Phipps, 787 5th av, Manhattan, owner.

HALLS AND CLUBS.

BROOKLYN, N. Y.—The Ninth Assembly Democratic Club, 54th st and 5th av, T. F. Wogan, pres., is taking estimates on general contract to close August 14, for a 2-sty brick and basement clubhouse, 35x92 ft, in 75th st nr 5th av, from plans by Thomas Bennett, 303 52d st, architect. Cost, about \$18,000.

MUNICIPAL.

BROOKLYN, N. Y.—James A. Wetmore, acting supervising architect, Treasury Department, Washington, D. C., is taking estimates on general contract to close 3 p. m., Sept. 12, for alterations to the 1 and 2-sty brick and stone theatre, 100x154 ft, into a post office, on Washington av, bet Adams and Johnson sts, for the U. S. Treasury Department, owner. A. B. Fry, Custom House, N. Y. City, engineer in charge for owner. Cost, about \$60,000.

RIVERHEAD, L. I.—The Board of Supervisors of Suffolk County, N. Y., C. H. L. Smith, chairman, is taking estimates on general contract to close 12 m, August 14, for a 3-sty tapestry and reinforced concrete addition to the Treasurers' Building, 35x95 ft, from plans by Tooker

& Marsh, architects, 101 Park av, Manhattan. Cost, about \$35,000.

SCHOOLS AND COLLEGES.

RIDGEWOOD, N. J.—The Board of Education of Ridgewood, N. J., Dr. H. S. Wilford, president, is taking estimates on general contract to close 8 p. m., Aug. 17, for a 3-sty brick and limestone high school building containing auditorium seating 1,000, in East Ridgewood rd, from plans by Tracy & Swartwout, architects, 244 5th av, Manhattan. Cost, about \$225,000.

WEST ORANGE, N. J.—The Board of Education of West Orange, N. J., T. H. Farr, president, is taking estimates on general contract to close 8 p. m., Aug. 14, for a 2-sty brick school building at Eagle Rock av and Valley Way, from plans by Dillon, McLellan & Beadel, architects, 3 West 39th st, Manhattan. Cost, \$50,000.

NEWARK, N. J.—The Board of Education of Newark, Edgar R. Brown, president, is taking estimates on general contract to close 4.15 p. m., Aug. 30, for a 3-sty brick and reinforced concrete public school addition containing 15 class-

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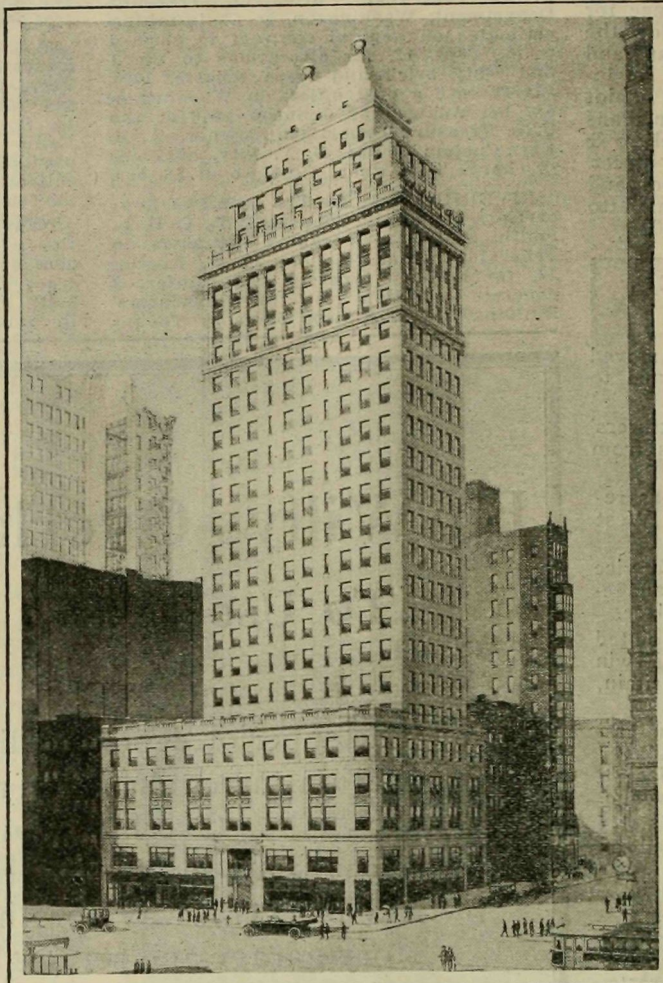
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Renting office for the building now located on the
Premises, Tel. Murray Hill 8114**



Architects, Jardine Hill & Murdock.

No. 50 East 42d Street

Northeast Corner of
Madison Avenue

25-story office building latest type of construction, perfect elevator service, open day and night, reasonable rents, leases made now for August 1, 1916. Situated in center of active Manhattan, best transit facilities in city, immediately adjacent to New York Central R. R., New York & Harlem R. R., New York, New Haven & Hartford R. R., Interborough Subway, McAdoo Tube (in construction), Third Avenue "L" and spur, Sixth Avenue "L," Madison Avenue line, Broadway lines, Crosstown line, Long Island City line, Brooklyn line, to any part of New York City or suburbs without transfer; express service to all suburban towns during business hours.

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Palm Vacuum Cleaner Co.

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New York

rooms, auditorium and gymnasium in Charlton st, from plans by Ernest F. Guilbert, City Hall, Newark, N. J., architect. Cost, \$125,000.

DOVER, N. J.—The Board of Education of Dover, N. J., C. H. Benedict, president, is taking estimates on general contract to close 8 p. m., Aug. 16, for a 3-sty brick high-school on Myrtle av, bet Union and Mercer sts, from plans by John T. Simpson, Essex Building, Newark, N. J., architect and engineer. Cost, \$100,000.

CONTEMPLATED CONSTRUCTION.

Manhattan.

APARTMENTS, FLATS & TENEMENTS.
BROADWAY.—Neville & Bagge, 105 West 40th st, have finished plans for a 5-sty brick and limestone tenement, 100x142 ft, at the northwest cor of Broadway and 171st st, for Gross & Herbener, 558 West 158th st, owners and builders. Cost, \$175,000.

7TH AV.—Cass Gilbert, 11 East 24th st, is preparing preliminary sketches for a 14-sty brick and limestone and terra cotta apartment house, 100x115 ft, at the cor of 57th st and 7th av. Details and name of owner will be announced later.

WEST END AV.—Mayer & Mayer, 507 5th av, contemplates the erection of a 14-sty brick, limestone and terra cotta apartment house, approximately 100x67 ft, at southeast cor of West End av and 92d st. Details and name of architect will be available later.

34TH ST.—Adolph E. Nast, 546 5th av, has prepared plans for alterations to the 4-sty brick and stone residence, 34x98 ft, into stores and apartments, at East 34th st, for the 44 East 34th St Inc. August Belmont, president, 42 Exchange pl, owner. Jesse T. Meeker, 1170 Broadway, lessee.

AMSTERDAM AV.—Harry Allen Jacobs, 320 5th av, has finished plans for alterations to the 13-sty brick and limestone apartment, 92x118 ft, at 261-267 Amsterdam av, for the Morewood Realty Holding Co., Herbert Du Puy, president. Cost, \$8,000.

STABLES AND GARAGES.

36TH ST.—A. Wallace McCrea, 23 East 15th st, is preparing plans for a 6-sty reinforced concrete garage, 36x100 ft, in 36th st, bet 7th and 8th avs, for owner to be announced later. Cost, about \$60,000.

99TH ST.—Homer A. Reid, 347 3d av, has plans in progress for a 3-sty brick and reinforced concrete addition to garage 75x100 ft, at 121-133 West 99th st, for the William Krauss Garage Corp., Wm. Krauss, president, 127 West 99th st, owner. Cost, \$25,000.

83D ST.—Carl P. Johnson, 30 East 42d st, is preparing plans for a 5-sty brick and reinforced concrete garage, 55x102 ft, at 157-161 East 83d st, for Robert J. Hahn and William Lang, 148 East 83d st, owners. Cost, about \$45,000.

BROADWAY.—Rouse & Goldstone, 38 West 32d st, have finished plans for a 6-sty brick and limestone garage, 30x201 ft, on the west side of Broadway, 150 ft north of 181st st, for the Robert Gordon Realty Co., 37th st and East River, owner. Cost, \$80,000.

STORES, OFFICES AND LOFTS.

207TH ST.—Irving Margon, 370 East 149th st, is preparing plans for a 1-sty brick taxpayer, 100x100 ft, in east side of 207th st, 100 ft south of Vermilyea st, for owner and builder to be announced later. Cost, \$40,000.

DUANE ST.—Electus D. Litchfield, 477 5th av, has plans nearing completion for a 12-sty brick and terra cotta loft building, 49x80 ft, at 76-78 Duane st, for the 76 Duane St. Co, c/o L. M. Melius, 30 East 42d st, owner. Gunvald Aus Co., 11 East 24th st, structural engineer. Cost, \$180,000.

23D ST.—Paul C. Hunter, 191 9th av, has finished plans for a 12-sty brick, limestone and terra cotta store and loft building, 50x98 ft, at 549-551 West 23d st, for the B. Moore Estate, owner, c/o architect. Cost, \$175,000.

Bronx.

APARTMENTS, FLATS & TENEMENTS.
VYSE AV.—Kreymborg Architectural Co., 1029 East 163d st, is preparing plans for a 5-sty brick and limestone apartment, 86x153 ft, at the northeast cor of Vyse av and West Farms rd, for owner and builder to be announced later. Cost, about \$65,000.

LONGFELLOW AV.—Kreymborg Architectural Co., 1029 East 163d st, has

finished plans for a 5-sty brick apartment, 50x90 ft, at the southeast cor of Longfellow av and 173d st, for the Hirsom Building Co., Adele Harrington, president, 1478 Vyse av, owner and builder. Cost, \$55,000.

NAGLE AV.—Gronenberg & Leuchtag, 303 5th av, will prepare plans for three 5-sty brick apartments on plot 100x160 ft, at the northeast cor of Nagle av and Academy st, for Belle Hazen Realty Co., c/o Reid & Hoyt, 516 5th av, owner. Details later.

178TH ST.—George F. Pelham, Inc., 30 East 42d st, is preparing plans for a 5-sty brick limestone and terra cotta apartment, 156x36x irreg, occupying the block front in the south side of 178th st, bet. Southern Blvd and Marmion av, for the Boulevard Holding Co., owner and builder, c/o architect.

DWELLINGS.

MATHEWS AV.—Anton Pirner, 2069 Westchester av, is preparing plans for a 2-sty frame dwelling, 21x53 ft, on the east side of Mathews av, 325 ft south of Rhineland av, for Michael Grant, owner and builder, c/o architect. Cost, \$5,500.

FACTORIES AND WAREHOUSES.

228TH ST.—Lockwood, Greene & Co., 101 Park av, and 60 Federal st, Boston, Mass., are preparing revised plans for a 1-sty brick and steel factory, 200x56 ft, and dye house, 25x111 ft, in 228th st, Williamsbridge, for the Liberty Lace & Netting Works, E. Metzger, president, Bronxwood av and 229th st, owner. Cost, about \$40,000.

STABLES AND GARAGES.

136TH ST.—John C. W. Ruhl, 3207 Hull av, has prepared plans for a 1-sty brick garage, 50x100 ft, in the north side of 136th st, 100 ft east of Lincoln av, for Henry D. Bahr, 205 East 137th st, owner. Cost, about \$12,000.

174TH ST.—W. Glasser & Co., 70 Manhattan st, have completed plans for a 2-sty brick garage, 75x100 ft, in the south side of 174th st, 100 ft west of Audubon av, for Thomas F. McAvoy, 156th st and Harlem River, owner. Cost, \$20,000.

Brooklyn.

APARTMENTS, FLATS & TENEMENTS.

MACON ST.—P. Tillion & Son, 391 Fulton st, have prepared plans for two 4-sty brick and limestone apartments, 40x89 ft, in the north side of Macon st, 95 ft west of Lewis av, for Henry Kappes, Inc., 430 Sumner av, owner and builder. Cost, \$45,000 each.

MANHATTAN AV.—Shampan & Shampan, 772 Broadway, have prepared plans for alterations to store and apartment, 25x49 ft, at the northwest cor of Manhattan and Johnson avs, for Samuel Harris, owner, c/o architect. Cost, about \$20,000.

STERLING PL.—Cohn Bros., 63 Stone av, are preparing plans for two 4-sty brick and limestone apartments, 50x80 ft, with stores, at the northeast cor of Sterling pl and Rochester av, for David Isaacowitz, 312 Hopkinson av, owner and builder. Total cost, \$10,000.

WASHINGTON AV.—Ward & Walker, 52 Vanderbilt av, Manhattan, have finished plans for alterations to the 6-sty brick and limestone apartment, 50x100 ft, at 415 Washington av, for the Danbridge Co., Inc., James A. Eckert, president, 55 John st, Manhattan, owner and builder. Cost, about \$15,000.

EAST 19TH ST.—Cohn Bros., 361 Stone av, have prepared plans for a 4-sty brick tenement, 37x66 ft, in the east side of East 19th st, near Av H, for the Pohl-Abbott Const. Co., 1264 Ocean av, owner and builder. Cost, \$12,000.

CHURCHES.

BEDFORD AV.—Irving J. Feinberg, 423 Pennsylvania av, has completed plans for a 2-sty brick synagogue, 50x95 ft, on the west side of Bedford av, 146 ft east of Snyder av, for the Congregation Schaari Torah of Flatbush, 1935 Bedford av, owner. Cost, \$50,000.

DWELLINGS.

STARR ST.—Plans have been prepared privately for three 2-sty brick dwellings, 18x50 ft, in Starr st, 134 ft west of Wyckoff av, for George Redham, Jr., 233 Starr st, owner and builder. Total cost, \$20,000.

59TH ST.—Martire & Savignano, 6005 14th av, have prepared plans for a 2-sty frame dwelling, 22x55 ft, in the north side of 59th st, 420 ft west of 19th av, for Frank Cardone, 1166 43d st, owner and builder. Cost, \$4,500.

EAST 21ST ST.—Slee & Bryson, 154 Montague st, have completed plans for a 3-sty brick dwelling, 17x38 ft, at the northeast cor of East 21st st and Albe-marle Terminal, for the Midwood Asso-

ciates, 936 Flatbush av, owners and builders. Cost, \$6,500.

EAST 17TH ST.—F. W. Eisenla, 186 Remsen st, has prepared plans for a 2-sty frame dwelling, 22x40 ft, in the east side of East 17th st, 140 ft south of Av I, for the Utrecht Realty Co., 1670 49th st, owner and builder. Cost, \$5,000.

HENDRICKSON ST.—E. F. Hudson, 319 9th st, has finished plans for a 2½-sty frame dwelling, 24x46 ft, at the southeast cor of Hendrickson st and Av Q, for Anna B. Suydam, c/o Bulkley & Horton, Nostrand av, owner. Cost, \$6,000.

HALLS AND CLUBS.

MANHATTAN BEACH, L. I.—Joseph P. Day, 31 Nassau st, Manhattan, contemplates the construction of a clubhouse and tennis courts on the site of the Oriental Hotel, at Manhattan Beach. Details and name of architect will be available later.

MUNICIPAL.

AV U.—Walter B. Wills, 1181 Myrtle av, has plans in progress for a 2-sty brick post office bldg, 40x100 ft, at the northwest cor of Av U and East 16th st, for Phillip Steingotter, 905 Greene av, owner. Lessee, U. S. Government, Treasury Dept., Washington, D. C. Cost, \$30,000.

STABLES AND GARAGES.

MORGAN AV.—Eugene Schoen, 106 East 19th st, Manhattan, has prepared plans for a 1-sty brick garage, 50x63 ft, on east side of Morgan av, 200 ft south of Grand st, for the Brooklyn Union Coal Co., Morgan av, owner. Cost, \$8,000.

BOND ST.—Albert Ulrich, 371 Fulton st, has completed plans for a 1-sty brick garage, 60x83 ft, at the southeast cor of Bond and Carroll sts, for John F. Schmadeke, 497 Union st, Brooklyn, owner. Cost, \$9,000.

11TH ST.—B. F. Hudson, 319 9th st, has finished plans for a 1-sty brick garage, 20x85 ft, in the south side of 11th st, 353 ft east of 5th av, for John Van Raust, 309 5th av, owner and builder. Cost, \$3,000.

THEATRES.

MYRTLE AV.—L. Allmendinger, 20 Palmetto st, is preparing plans for a 1-sty brick moving picture theatre seating approximately 600, at the southwest cor of Myrtle av and Alpha pl, for owner to be announced later. Cost, about \$20,000.

4TH AV.—Canella & Gallo, 60 Graham av, have completed plans for a 1-sty brick moving picture theatre, 50x85 ft, at the northwest cor of 4th av and 28th st, for Anthony Paelillo, 706 4th av, Brooklyn, owner and builder. Cost, \$12,000.

Queens.

APARTMENTS, FLATS & TENEMENTS.

LONG ISLAND CITY.—Gustave Erda, 826 Manhattan av, Brooklyn, has finished plans for a 4-sty brick tenement, 25x80 ft, in the east side of Academy st, 421 ft north of Paynter av, for Pasquale De Mario, 114 Academy st, L. I. City, owner and builder. Cost, \$12,000.

RIDGEWOOD, L. I.—L. Berger & Co., 1652 Myrtle av, have finished plans for eleven 3-sty brick tenements, 20x80 ft, with stores, at the southeast cor of Cypress av and Palmetto st, for August Bauer, 1647 Myrtle av, Ridgewood, L. I., owner and builder. Total cost, \$86,500.

DWELLINGS.

ROSEDALE, L. I.—H. C. Vietor, Rose-dale, L. I., has prepared plans for a 2½-sty frame dwelling, 22x29 ft, on the east side of Melrose av, 100 ft south of Oxford av, for John E. Ward, Rosedale, L. I., owner and builder. Cost, \$3,000.

BEECHURST, L. I.—Reynolds & Stewart, 27th st, Beechurst, have finished plans for a 2½-sty frame dwelling, 30x30 ft, in the north side of 27th st, 140 ft east of 15th av, for Cyril H. Siebers, owner, c/o architect. Cost, \$5,500.

KEW GARDENS, L. I.—Plans have been prepared privately for a 2-sty brick dwelling, 29x33 ft, in the north side of Abington rd, 392 ft north of Willow st, for Wm. C. Markham, 447 Guion av, Richmond Hill, L. I., owner and builder. Cost, \$4,500.

LONG ISLAND CITY.—R. George Smart, 1122 Jamaica av, L. I. City, has finished plans for four 3-sty brick dwellings, 25x40 ft, at the southwest cor of Grand and 14th avs, for the Matthews Building Co., Grand and 11th avs, L. I. City, owner and builder. Total cost, \$20,000.

ROCKAWAY BEACH, L. I.—William T. Kennedy Co., 642 Blvd, has prepared plans for a 2-sty brick store and dwelling, 38x45 ft, in the west side of Beach 77th st, 55 ft south of the Blvd, for Harry Verblovsky, 611 Blvd, Rockaway Beach, L. I., owner and builder. Cost, \$6,000.



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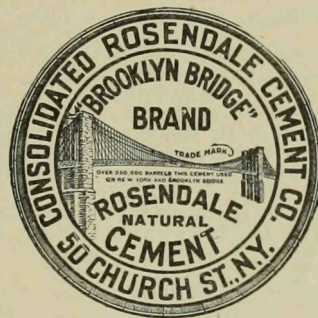
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ROCKAWAY BEACH, L. I.—Philip Caplan, 16 Court st, Brooklyn, is preparing plans for a 2½-sty frame and stucco dwelling, 19x46 ft, in Maple Place, for Edward Tauf, 537 Blvd, Rockaway Beach, L. I., owner. Cost, \$8,000.

ELMHURST, L. I.—Plans have been prepared privately for two 2½-sty frame dwellings, 19x52 ft, in the north side of Ivy st, 250 ft west of Toledo av, for Hoffman & Sunkin, 51 East Grand av, Corona, L. I., owners and builders. Total cost, \$7,000.

ST. ALBANS, L. I.—H. T. Jeffrey, Jr., Butler Bldg., Jamaica, L. I., has prepared plans for a 2½-sty frame dwelling, 28x36 ft, in the east side of Glenham st, 80 ft north of Central av, for E. H. Brown, Bayville, L. I., owner and builder. Cost, \$5,500.

HALLS AND CLUBS.

ELMHURST, L. I.—Charles Hendry, Baxter st, Elmhurst, L. I., is preparing plans for a 2-sty brick and limestone Masonic temple, 50x94 ft, on the north side of Whitney av, 75 ft east of Judge st, for Mizpah Lodge, F. & A. M., No. 738, Elmhurst, L. I., owner. Cost, approximately, \$30,000.

STABLES AND GARAGES.

JAMAICA, L. I.—L. Allmendinger, 20 Palmetto st, Brooklyn, has finished plans for a 1-sty concrete block garage, 25x139 ft, on the south side of Williamsburgh Turnpike, 214 ft east of Curtis av, for Herman H. Kellerman, 195 Woodbine st, Brooklyn, owner and builder. Cost, \$4,000.

Nassau.

THEATRES.

FREEPORT, L. I.—Herbert J. Krapp, 144 East 16th st, Manhattan, is preparing plans for a 1-sty brick moving picture theatre, 66x125 ft, seating approximately 1,000, at Grove st and Olive Blvd, for C. A. and J. M. Reitmeyer, 16 West Dean st, Freeport, L. I., owners. Cost, about \$20,000.

Suffolk.

DWELLINGS.

SOUTHAMPTON, L. I.—Glen L. Saxton, Minneapolis, Minn., has completed plans for a 2½-sty frame dwelling, 26x30 ft, at Southampton, L. I., for L. F. Jennings, Main st, Southampton, owner. Cost, \$4,000.

HALLS AND CLUBS.

PATCHOGUE, L. I.—Tooker & Marsh, 101 Park av, Manhattan, are preparing preliminary plans for a 3-sty hollow tile and stucco clubhouse, 60x150 ft, at the cor of Main st and Maple av, for the Patchogue Lodge, D. P. O. E., Dayton Hedges, Ocean av, Patchogue, exalted ruler. Cost, \$50,000.

THEATRES.

HUNTINGTON, L. I.—David Dusenberry, Main st, is preparing plans for a 1-sty brick or hollow tile moving picture theater, 59x135 ft, seating approximately 1,000, and containing two stores, on New York av, nr Main st, for the Huntington Amusement Co., Main st, owner. Cost, \$20,000.

Westchester.

APARTMENTS, FLATS & TENEMENTS.

BRONXVILLE, N. Y.—Bates & How, 542 5th av, Manhattan, have plans in progress for a 3-sty hollow tile and stucco apartment, 50x130 ft, at Meadowdale, Bronxville, N. Y., for the Meadowdale Co., owner. Cost, about \$40,000. Details later.

DWELLINGS.

PHILLIPSE MANOR, N. Y.—Plans are being prepared privately for a 2½-sty residence on plot 100x100 ft, on Riverside dr and Harwood rd, for Chester A. Patterson, architect, 527 5th av, Manhattan, owner. Details will be available later.

LARCHMONT, N. Y.—W. S. Moore, 30 East 42d st, Manhattan, has completed revised plans for a 2½-sty frame and stucco dwelling, 23x35 ft, in Chatworth Heights, for Mrs. Amelia Simpson, owner, c/o architect. Cost, \$5,000.

HALLS AND CLUBS.

SCARSDALE, N. Y.—Robert D. Kohn, 56 West 45th st, Manhattan, has been retained to prepare plans for a 2½-sty field stone, shingle and stucco clubhouse on the Overlook Course property for the Sunningdale Country Club, Scarsdale, N. Y., owner. Cost, \$50,000. Details later.

New Jersey.

APARTMENTS, FLATS & TENEMENTS.

NEWARK, N. J.—P. A. Vivarttas, 110 4th st, Town of Union, N. J., has plans in progress for an 8-sty brick and limestone apartment to be erected at the cor of

Clinton av and Parkhurst st, Newark, N. J. Details and name of owner will be available later.

GARFIELD, N. J.—Henry Gerritson, Bank Building, Passaic av, Garfield, N. J., has plans in progress for a 3-sty brick and hollow tile store and apartment at the cor of Cedar st and Belmont av, for owner to be announced later. Cost, about \$12,000.

NEWARK, N. J.—Hyman Rosensohn, 800 Broad st, has prepared plans for a 4-sty brick and limestone apartment, 45x86 ft, at 617-619 Hunterdon st, for Benjamin Goodman, 102 Ridgewood av, Newark, N. J., owner and builder. Cost, \$30,000.

PASSAIC, N. J.—A. Prieskel, Hobart Trust Bldg., has finished plans for a 3-sty brick apartment, 50x70 ft, containing 3 stores at Monroe av and Lucielle Pl, for Meyer Sackin, Passaic, N. J., owner and builder. Cost, \$25,000.

DWELLINGS.

MOUNTAIN LAKES, N. J.—Plans have been prepared privately for fifty 2½-sty frame and stucco dwellings, approximately 30x32 ft, at Mountain Lakes, N. J., for the Oak Ridge Co., R. F. Barnes, president, 170 Broadway, Manhattan, owner and builder. Cost, from \$8,000 to \$15,000 each.

EAST ORANGE, N. J.—B. H. Shepard, Main st, East Orange, N. J., is preparing revised plans for a 2½-sty frame and stucco residence, 33x55 ft, on Berkeley av, for Charles C. Jacobus, owner, c/o architect. Cost, about \$17,000.

CRANFORD, N. J.—Herman Fritz, News Building, Passaic, N. J., has completed plans for five 2½-sty frame dwellings at Cranford, N. J., for Gold & Rankin, Cranford, N. J., owners and builders. Cost, \$5,000 each.

RIVERSIDE PARK, N. J.—Henry J. Weiler, 167 Hamburg pl, Newark, N. J., is preparing plans for a 2½-sty brick and limestone residence, 48x34 ft, and 1-sty garage, 20x20 ft, for Mathew J. Weiler, 9 Ward st, Newark, N. J., owner. Cost, about \$10,000.

LEONIA, N. J.—Herman Fritz, News Building, Passaic, N. J., has finished plans for three 2½-sty frame dwellings at Leonia, N. J., for the Leonia Heights Land Co., owner and builder, on premises. Cost, \$7,000 each.

SUMMIT, N. J.—P. T. Sims, Montclair, N. J., is preparing plans for a 2½-sty frame or tile and stucco residence, 93x63 ft, at Summit, N. J., for Mrs. Kate A. Bennett, 77 Prospect st, Summit, owner. Details later.

FACTORIES AND WAREHOUSES.

KEARNY, N. J.—Plans are being prepared for a group of 1-sty frame and corrugated iron factory buildings, approximately 30x50 ft each, at Kearny, N. J., for the White Car Co. of New Jersey, B. Walker, secretary, 4 Cliff st, Manhattan, owner. Cost, approximately, \$50,000. Name of architect and engineer will be available later.

NEWARK, N. J.—Glas & Tidestrom, 133 East 16th st, Manhattan, have revised plans in progress for a 2-sty brick and terra cotta factory, 55x125 ft, on Elizabeth av, for A. Finck & Son, 129 Belmont av, Newark, N. J., owner. Cost, about \$30,000.

JERSEY CITY, N. J.—John T. Rowland, Jr., 100 Sip av, is preparing plans for a group of 2 and 4-sty factory bldgs at the foot of Chapel av, for the Duryea Mfg. Co., owner, on premises. Cost, approximately \$60,000.

HALLS AND CLUBS.

NEW BRUNSWICK, N. J.—Shattuck & Hussey, Chicago, Ill., are preparing plans for a 4-sty brick limestone and terra cotta association building, 90x200 ft, at 9-11 Livingston av, for the Young Men's Christian Association of New Brunswick, N. J., S. M. Lipcomb, 390 Broad st, secretary. Cost, approximately, \$125,000.

HOMES AND ASYLUMS.

PATERSON, N. J.—William T. Fanning, Colt Building, will prepare plans for a brick orphan asylum building in Main st, Totowa, for the St. Joseph's R. C. Orphan Asylum, Rev. Father McNulty, Grand and Main sts, Paterson, N. J., pastor in charge. Cost, \$100,000.

LIBRARIES.

GLEN RIDGE, N. J.—William A. Borning, 52 Vanderbilt av, Manhattan, is preparing sketches for a 1-sty brick and limestone library at the cor of Ridgewood and Bloomfield avs, for the Borough Council of Glen Ridge, N. J., John Brown, clerk. Cost, about \$30,000.

SCHOOLS AND COLLEGES.

NUTLEY, N. J.—Conklin & Convery, 665 Broad st, Newark, N. J., have been

selected to prepare plans for a 2-sty and basement brick public school, 75x70 ft, containing 8 classrooms, on Bloomfield av, bet. High st and Coeyman av, for the Board of Education of Nutley, N. J., Richard Booth, president. Cost, about \$40,000.

LINDHURST, N. J.—Ernest Sibley, Palisade Park, N. J., has been retained to prepare plans for a 3-sty brick high school containing twelve classrooms, at Lindhurst, N. J., for the Board of Education of Union Township, Frederick Saum, president. Details later.

STABLES AND GARAGES.

NEWARK, N. J.—Robert C. Klem, Union Building, Newark, N. J., has prepared plans for a 1-sty brick and limestone garage, 50x105 ft, at 190 Elizabeth av, for Gustave Schmidt, owner, c/o architect. Cost, \$8,000.

STORES, OFFICES AND LOFTS.

UNION HILL, N. J.—Joseph D. Lugosch, 21 Bergenline av, Union Hill, has plans in progress for a 4-sty brick printing and office building, 100x120 ft, at the northwest cor of Lewis st and New York av, for the Hudson Despatch News, Geo. Limouze, president, 509 Lewis st, owner. Cost, about \$50,000.

NEWARK, N. J.—Cady & Gregory, 40 West 32d st, Manhattan, are preparing plans for a 2-sty brick and hollow tile store and office building, 100x125 ft, at 909-915 Broad st, for the Board of Trustees of the Third Presbyterian Congregation, U. V. Brewster, 538 Mt. Prospect av, Newark, N. J., president. Cost, \$75,000.

THEATRES.

JERSEY CITY, N. J.—William H. Bogart, 298 Jackson av, Jersey City, N. J., has about completed plans for a 2-sty brick and granite theatre, 100x100 ft, seating approximately 1,200, at the cor of Wilkinson and Jackson avs, for Mrs. Ottilie Wetter, owner, c/o architect. The structure will also contain two stores and offices. Cost, about \$40,000.

MISCELLANEOUS.

FORT LEE, N. J.—The Erie R. R. Co., F. D. Underwood, president, 50 Church st, Manhattan, contemplates the construction of a new railroad station at Ft. Lee, N. J. Name of engineer and details will be announced later.

CONTRACTS AWARDED.

All items following refer to general contracts, except those marked "sub."

APARTMENTS, FLATS & TENEMENTS.

MANHATTAN (Subs.).—Raisler Heating Co., 129 Amsterdam av, has the contract for heating and ventilating in the 13-sty brick and limestone apartment, 56 x100 ft, at the northeast cor of Madison av and 72d st, for the East 72d St. Inc., Leo M. Klein, president, owner, from plans by Rouse & Goldstone, 40 West 32d st, architect. H. H. Oddie, Inc., 251 4th av, general contractor. Cost, \$300,000.

MANHATTAN.—Bradley & Weed, 200 5th av, have the general contract for the 6-sty brick apartment, 80x100 ft, in 172d st, 230 ft west of Fort Washington av, for the Ecclewey Co., James Bradley, president, 1 Madison av, owner, from plans by E. H. Janes, 124 West 45th st, architect. Cost, \$80,000.

MANHASSET, L. I.—Gabler Const. Co., 114 Leroy st, Manhattan, has the general contract for a 2-sty brick apartment, 50 x80 ft, containing three stores, at Manhasset, L. I., for the North Shore Bldg. Co., 68 William st, Manhattan, from plans by W. S. Moore, 30 East 42d st, Manhattan, architect. Cost, \$16,000.

CHURCHES.

MANHATTAN.—Walter G. Jones, 165 Broadway, has the general contract for alterations to the 2-sty brick church at 10 Horatio st, for the Chapel of the Comforter, Ernst T. Hargrove, chairman bldg. committee, 90 West st, from plans by Shape & Bready, 220 West 42d st, architect. Cost, about \$5,000.

TOTOWA, N. J.—The Reliable Bldg. Co., 247 Franklin st, Paterson, N. J., has the general contract for a 1-sty frame and shingle church, 35x50 ft, at Totowa, N. J., for the Union M. E. Church, Rev. George McGill, pastor, from plans by John Van Vlandren, Kinney Bldg., Newark, N. J., architect. Cost, \$5,000.

DWELLINGS.

MANHATTAN.—E. Brooke, 368 Columbus av, has the general contract for alterations to the 5-sty brick and stone residence at 8 West 77th st, for John Fordyce, owner, on premises, from plans by Herbert M. Baer, 665 5th av, architect.

BROOKLYN.—Otto Singer, 262 Kings Highway, has the general contract for

five 2-sty brick and limestone dwellings, 20x50 ft, at southwest cor of West 11th st and Av Q, for J. F. Churlo, 826 Franklin av, Brooklyn, owner, from plans by Wm. C. Winters, 106 Van Siclen av, architect. Total cost, \$20,000.

RYE, N. Y.—D. H. Beary, Purchase st, Rye, N. Y., has the general contract for a 2½-sty hollow tile and brick veneer residence, 31x113 ft, and 2-sty garage, 49x25 ft, at Milton Point, Rye, N. Y., for A. C. Gwynne, 15 Broad st, Manhattan, from plans by Trowbridge & Livingston, 527 5th av, Manhattan, architects. Tenny & Ohmes, 101 Park av, Manhattan, steam engineers. Cost, \$35,000.

ALBANY, N. Y.—Nial Bros., Troy, N. Y., have the general contract for a 4-sty brick and stone residence, 26x72 ft, at 146 Washington av, for Dr. E. E. Hinman, 27 Dove st, owner, from plans by Merrick & Pember, 51 State st, Albany, N. Y., architect. Cost, \$22,000.

FACTORIES AND WAREHOUSES.

MANHATTAN.—Thomas J. Brady Co., 1170 Broadway, has the general contract

for alterations to the 7-sty brick factory building, 74x188 ft, at 41-47 Elizabeth st, through to 94-98 Mott st, for the J. W. Hamburger Estate, owner, from plans by Schwartz & Gross, 347 5th av, architects. Cost, about \$20,000.

MANHATTAN.—J. G. Deisler, 105 West 40th st, has the general contract for alterations to the manufacturing building at 233 Spring st, for the Butterick Publishing Co., owner, on premises, from plans by Maynicke & Franke, 25 East 26th st, architect. Cost, \$5,000.

MANHATTAN.—Turner Const. Co., 11 Broadway, has the general contract for an 8-sty brick and reinforced concrete factory building, 50x100 ft, at 214-216 West 14th st, for Daggett & Ramsdell, owners, from plans by Timmis & Chapman, 315 5th av, architects. Cost, \$50,000.

WEST ORANGE, N. J.—The American Concrete Steel Co., Essex Building, Newark, N. J., has obtained general contract for the 2-sty reinforced concrete manufacturing building, 80x220 ft, on Lakeside av, for the Thomas A. Edison Co.,

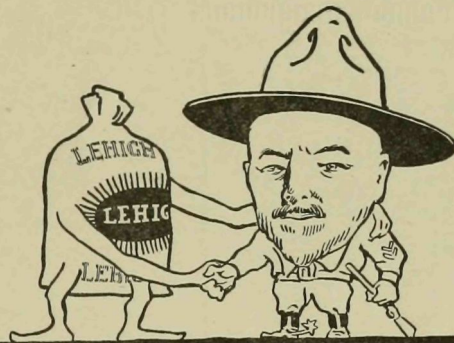
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PATERSON, N. J.—Elia & Martino, 436 Broadway, Paterson, N. J., have the general contract for a 2-sty brick silk finishing and dyeing mill, 60x146 ft, at 59 Rye st, northeast cor 7th st, for the De Grado Silk Finishing & Dyeing Co., owner, from plans by Van Vlandren & Culver, Kinney Building, Newark, N. J., architect and engineer. Cost, \$25,000.

AMSTERDAM, N. Y.—Turner Const. Co., 11 Broadway, Manhattan, has the general contract for an 8-sty reinforced concrete factory addition, 62x350 ft, containing power house, in Bridge st, for the Chalmers Knitting Co., owner, on premises, from plans by C. R. Makepeace, Providence, R. I., architect and engineer. Cost, \$200,000.

HOBOKEN, N. J.—The Levenson Lumber Co., 15th st, Hoboken, N. J., has the general contract for a 3-sty brick, mill construction, factory addition, 30x77 ft, at 14th st and Willow av, for the F. J. Rooney Lamp Co., on premises, from plans by Phillip H. Diemer, 128 Humboldt st, Union Hill, N. J., architect. Cost, about \$10,000.

HALLS AND CLUBS.

ROCHESTER, N. Y.—R. T. Ford & Co., 206 South av, Rochester, N. Y., have the general contract for the brick and stone armory and stable for Troop H, First Cavalry, N. G., N. Y., from plans by Lewis F. Pilcher, State architect, Albany, N. Y. Cost, \$150,000.

HOSPITALS.

SUMMIT, N. J.—Post & Coggeshall, 19 Maple st, Summit, N. J., has the general contract for a 2-sty hollow tile and stucco addition to sanitarium, 35x60 ft, at 15 Prospect st, for the Fair Oaks Sanitarium, Dr. Elliot Gordon in charge, from plans by H. P. Alan Montgomery, 105 West 40th st, Manhattan, architect. Cost, about \$15,000.

NEWARK, N. J.—E. M. Waldron & Co., 84 South 6th st, Newark, N. J., have the general contract for addition building and alterations to present building at Newton and Wallace sts, for the Newark German Hospital, owner, on premises, from plans by Guilbert & Bettele, 665 Broad st, Newark, N. J., architects.

HOTELS AND ASYLUMS.

OCEAN GROVE, N. J.—Pierce & Sutts, Bradley Beach, N. J., have the general contract for a 3-sty brick and limestone home for the aged, 60x80 ft, at 63 Clark av, for the Methodist Home for the Aged, c/o J. H. Parker, 24 East 62d st, Manhattan, owner, from plans by H. B. Seymour, 624 McClellan av, Long Branch, N. J., architect. Cost, \$30,000.

MUNICIPAL.

NEW BRUNSWICK, N. J.—George B. Rule, 71 John st, New Brunswick, has the general contract for the brick and stone jail in Courthouse Square for the Board of Freeholders of Middlesex County, A. W. Bissett, clerk, from plans by William H. Boylan, 390 George st, New Brunswick, N. J., architect. Cost, \$100,000.

STABLES AND GARAGES.

BROOKLYN, N. Y.—Johnson-Sherrane Co., Inc., 103 Park av, Manhattan, has obtained the general contract for the construction of a 2-sty brick garage, stable and office, 62x229 ft, at West 6th st and Sheepshead Bay rd, Coney Island, for the Alex Campbell Milk Co., 802 Fulton st, owner, from plans by John P. Benson, 331 Madison av, Manhattan, architect. Cost, \$20,000.

BROOKLYN, N. Y.—Fraser & Berau, 749A Macon st, have the general contract for a 2-sty brick garage, 67x99 ft, in the east side of Spencer pl, 32 ft north of Willoughby av, for Canton Chapel, 413 Willoughby av, owner, from plans by E. J. Meisinger, 394 Graham av, architect. Cost, \$18,000.

STORES, OFFICES AND LOFTS.

MANHATTAN.—York Building Co., 103 Park av, has the general contract for a 2-sty brick store and loft building at 134-140 West 39th st, and 1409 Broadway, for the J. J. Wendell Estate, 175 Broadway, from plans by John H. Knuebel, 305 West 43d st, architect. Oestreicher Bros., 449 6th av, lessees. Cost, \$18,000.

MANHATTAN.—George H. Hill Co., 114 East 28th st, has the general contract for alterations to the 4-sty store and loft building, 25x100 ft, at 160-162 Bowery, for Henry Blyn, owner, on premises, from plans by John H. Friend, 148 Alexander av, architect. Cost, \$7,500.

MANHATTAN.—T. Roberts & Co., 37 Sullivan st, have the general contract for alterations to the 4-sty brick office and storage building, 50x90 ft, at 46-48 Cliff st, for Innis Speiden, owner, on premises, from plans by T. Englehardt, 905 Broadway, Brooklyn, architect. Cost, \$5,000.

TRADE AND TECHNICAL SOCIETY EVENTS.

INTERNATIONAL ASSOCIATION OF MUNICIPAL ELECTRICIANS will hold its annual convention at Baltimore, Md., August 22-25. Secretary, C. R. George, Houston, Tex.

ILLUMINATING ENGINEERING SOCIETY will hold its annual convention at Philadelphia, Pa., September 18-21. Assistant secretary, C. D. Fawcett, 29 West 39th st, New York City.

TECHNICAL LEAGUE OF AMERICA holds its regular meeting the second Friday of each month. Oscar S. Teale, secretary, 35 Broadway.

ELECTRICAL SUPPLY JOBBERS ASSOCIATION will hold its annual meeting and convention at the Hotel Statler, Cleveland, Ohio, October 10-12.

SECOND NATIONAL EXPOSITION OF CHEMICAL INDUSTRIES will be held in the Grand Central Palace, New York City, during the week of September 25.

ASSOCIATION OF EDISON ILLUMINATING COMPANIES will hold its annual convention at Hot Springs, Va., September 4-7. Assistant secretary, E. A. Bally, 360 Pearl st, Brooklyn.

BRONX CHAMBER OF COMMERCE holds its regular meeting at Ebling's Casino, 156th st and St Anns av, on the second Wednesday of each month. Secretary, Joseph M. Taylor, 593 St. Anns av.

NATIONAL HARDWARE ASSOCIATION and the American Hardware Manufacturers' Association will hold a convention at Atlantic City, N. J., October 17-20. Headquarters will be located at the Marlborough-Blenheim Hotel.

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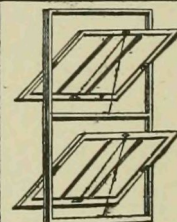
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BUREAU OF FIRE PREVENTION Municipal Building.

First name is location of property; and name following dash is party against whom order has been served, followed by his address. Where no address is given, the party may be found on the premises. Letters denote nature of order.

- Carroll st, 1380—Jerome Jung....FA-Rec-NoS
Central av, 390—M Helbrecht, FA-NoS-StSys(R)-CF-Rec
Clarendon road, 2184-6—Sweeney & Nail Auto Co.CF-OS
59 st, 945—Franz Raichle.....FP
Freedom st, 644—Harry Erdsmann....WSS-FP
Ft Hamilton Pkway, 3108-10—Christopher Williams.....FP-D&R-El(R)-Rec
20 st, foot—Hamilton Storage & Terminal Co, FA
Himrod st, 57—Rudolph Klostermeier, FP-WSS-Rec-CF-FP(R)
Nassau st, 100—D Winant....FP-FP(R)-NoS
Ralph av, 530—Harry Blechner..RQ-D&R-El(R)
Russell st, 213—Ralph Rothschild..Nos-Rec-FA
Sutter av, 301—Ella Shapiro.....FP-FA-NoS
Washington av, 60—B'klyn Standard Paper Co,FP(R)-NoS

- Webster av, 130—Harry Wm. Temple. WSS-FP-Rec-NoS
QUEENS ORDERS SERVED.
Austin st and Continental av—Felix V Hughes. NoS-FA
Broadway, 66—Queensboro Garage Co, Inc. FP-FP(R)
Farrington st, 15 (Flushing)—Borden's Condensed Milk Co.FP
Flushing av, 333 (Astoria)—Wm J Frahm..FA
RICHMOND ORDERS SERVED.
Castleton av, nr Kissel av (W B)—Owner, FE(R)-WSS(R)-FP-Ex(R)-O-FP-SA
Richmond road, 2481 (New Dorp)—Owner, FE-FR-cx(R)
Tompkins av, 552 (Rosebank)—Owner, Ex(R)-FE(R)

Key to Classifications Used in Divisions of Auxiliary Fire Appliances, Combustibles in Places of Public Assembly.

- *A.....Interior Alarm System.
DL.....Locked Doors.
EL.....Electrical Equipment.
Ex.....Exits.
FA.....Fire Appliances, Miscellaneous.
FD.....Fire Drills.
*FE.....Fire Escapes.
*FP.....Fireproofing.
Rec.....Fireproof Receptacles.
GE.....Gas Equipment and Appliances.
DC.....Heating or Power Plants (Dangerous conditions of)
O.....Obstructions.
Rub.....Rubbish.
ExS.....Exit Signs.
NoS.....No Smoking Signs.
*Spr.....Sprinkler System.
*St.....Stairways.
*Stp.....Standpipes.
SA.....Structural Alterations.
*Tel.....Telegraphic Communication with Headquarters.
TD.....Time Detector for Watchman.
Vac.....Vacate Order (Discontinue use of)
*WSS.....Windows, Skylights and Shutters.
CF.....Certificates of Fitness.
D & R.....Discontinuances or Removals.
*FHSy.....Approved Filtering and Distilling Systems.
*OS.....Oil Separator.
RO.....Reduce Quantities.
*St Sys.....Storage System.

*NOTE—The symbols—A—FE—FP—Spr—St—Stp—Tel—WSS—FHSy—OS—StSys—when followed by the letter (R) in brackets shall indicate an extension or repair to an existing installation. When not so specified same shall be to provide an entirely new alarm system, fire escape, sprinkler system, etc., as the case may be.

Week Ending August 5.

MANHATTAN ORDERS SERVED.

- Broad st, 119—Est S S Whitney, J F Ker-nochan et al (trs), 44 Pine.....FE-FP-A
11 st, 57-9 E—U S Trust Co, 45 Wall.....Spr
8 av, 987-9—J Reisenweber & L Fuscher, FP-WSS
Vandewater st, 17-27—County Holding Co, 100 Bway.....Stp(R)-FP(R)
Washington st, 498—N Y State Realty & Terminal Co.....A
16 st, 39 W—Est Eliz J Clark, c Rose De L (a), 415 Ft Wash av.....FE
17 st, 33-5 W—Ormond Realty Co (Alfred M Bedell, pres), 19 W 34.....A
35 st, 149-51 W—Five Boroughs Realty Co, 165 Bway.....WSS(R)
44 st, 258-60 W—Dr A B Simpson.....FP
44 st, 258-60 W—Wilbur T German.....Tel
Canal st, 79—David Shaff, 72-4 Madison av, FP-WSS(R)
Washington st, 76-82—B Chrystal Son, 47 West.....Spr
Attorney st, 43—Louis Levinson est, Ida (e), 542 W 157.....WSS
11 st, 341 E—Terofore De Luca.....DC
22 st, 28 E—Germania Life Ins Co, 50 Union sq.....Stp(R)
118 st, 114 E—Rev John McQuirk, 115 E 117, Tel
115 st, 23 E—Kouwenhoven Estates, Inc, 3 Bridge Plaza, N, L I.....FE(R)-WSS-FP (R)-Ex(R)
Forsyth st, 116-8—Joseph Kochman....FA-DC
Forsyth st, 116-8—Forsyth Holding Co, C M Fine, 87 Nassau.....Rub
Frankfort st, 87—George Ehret.....A
Fulton, South, Front and Beekman sts—Marcus M Marks, Bor Pres, Municipal Bldg, Rub-FP
Pike st, 53—Morris Newgold, 1295 Madison av, DC-WSS-GE
Water st, 397-9—Mike Barry.....DC-FP
William st, 180—Mrs Gertie A Gorman, 226 Madison av.....D&R
26 st, 15-17 W—Est Katherine I D Harnett, c Hy W Donald, Good Ground, L I.....Stp(R)
Broome st, 476-8—Bank for Savings, 280 4 av, WSS(R)-El-FP(R)-Stp
42 st, 30-42 E—42d St & Mad Av Co..Spr-WSS
Park Row, 184—Cath E Syms, c De Witt, Lockman & De Witt, 88 Nassau, DC-D&R-WSS(R)-FP
3 av, 2231-7—Andrew Davey, 350 Greenwich, FE(R)
17 st, 141-5 W—Wilberth Rlty Co (W I Rosenfeld, pres), 1 Maiden lane,GE-WSS(R)-FP-Spr
Vandewater st, 14-6—Mary W Wright est, c W M Powell, 7 Wall.....FE(R)-WSS(R)
72 st, 270 W—Wm E D Stokes, 262 W 72....A
33 st, 10 E—Madeline M Harrison, c J B, FP-GE-DC-WSS(R)-FE(R)-FP-SA
15 st, 42 W—Leopold Peck est, c Carl E, 433 5 av.....Stp(R)-FP(R)-FP(R)-WSS

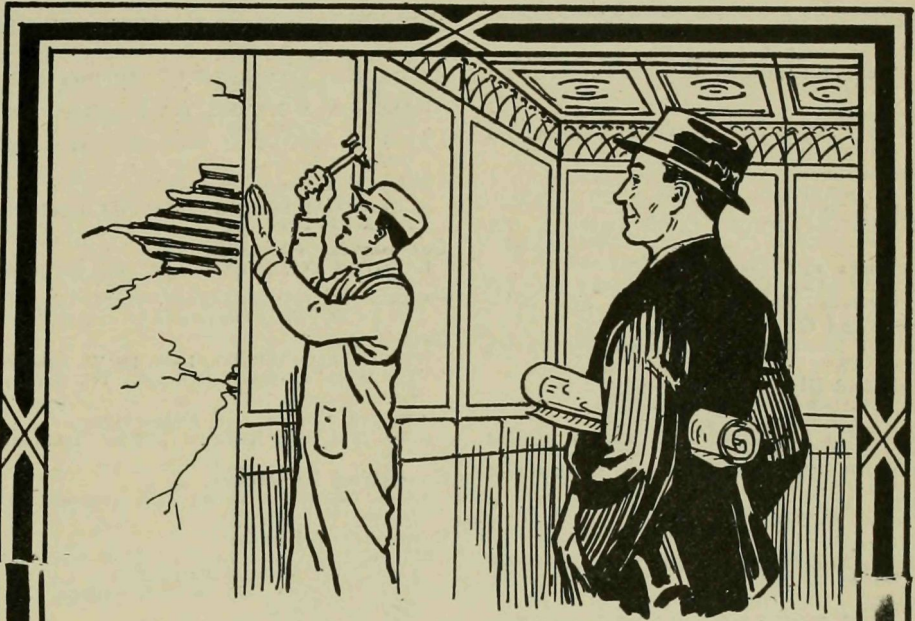
BRONX ORDERS SERVED.

- Fulton av, 1385—Northern Union Gas Co, 1815 Webster av, 258 Bway.....GE

BROOKLYN ORDERS SERVED.

- Arlington av, 163—E L Rockefeller..FA-Rec-NoS
Bedford av, 1186-8—Martin Evans Co..FA-NoS
Brooklyn av, 184—Fred Coyne..FP-NoS-Rec-FA
Carlton av, 1—Max Wolnicar.....Rec-D&R

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