

DOCUMENT No. 76.

BOARD

OF THE

Department of Public Parks.

NOVEMBER 7, 1877.

Communication from the Landscape Architect and the Civil and Topographical Engineer, in relation to the proposed plan for laying out the Central District of the Twenty-third and Twenty-fourth Wards, lying east of Jerome Avenue and west of Third Avenue and the Harlem Railroad.

Received and ordered to be printed as a document of the Board.

WM. IRWIN,

Secretary D. P. P.

CITY OF NEW YORK, }
DEPARTMENT OF PUBLIC PARKS. }

31st October, 1877.

The Hon. WILLIAM R. MARTIN,

President Department of Public Parks:

SIR:—The plan presented herewith covers the district between Jerome avenue, and Third avenue with its continuation Berrian avenue, from One hundred and sixty-first street to Woodlawn Cemetery.

It was originally laid before the Board on the 20th of June, and under its orders has since been open to the inspection of the property owners, large numbers of whom have examined it with much interest.

So far as can be judged, it meets with the approval of the great majority of those whom it directly affects. There are instances in which complaints are made that individual properties are injuriously affected, but this is unavoidable in laying out roads which will meet public requirements in a district so large as this, and in which there are more than fifteen hundred different owners of property.

In entering upon this district, we pass from the region of villa residences into one well adapted to a different occupancy. In applying here the principles which were laid down in our first report as guiding the formation of plans for the new wards, it is evident that a different mode of treatment from that used in the districts, the plans for which have already been approved by the Board, must be adopted. The full development of this mode has been obstructed by the existence of many previous partial efforts at improvement. A large number of farms have been independently subdivided from time to time, within the last thirty years, each in such manner as to give the

greatest practicable number of rectangular "city lots," and rarely has any attention been paid in arranging the streets, to the manner in which the adjoining property was laid out; to economy of construction, or to convenient connections and extensions.

It will be readily seen that in treating such territory it has been a difficult task to avoid injury to property and interference with vested rights, and at the same time to preserve a general harmony and consistency of plan while providing for continuous longitudinal and transverse lines of travel on easy grades.

The district comprises about twenty-five hundred acres, and is divided by certain marked characteristics due to both natural and artificial conditions, into four distinct sections, which will be separately considered.

I.

THE VALLEY OF MILL BROOK, FROM ONE HUNDRED AND SIXTY-FIRST STREET TO FORDHAM STATION.

This section, included between Third avenue and Webster avenue, is and must always remain, preëminently a business district.

It is traversed from end to end by the Harlem Railroad, which now furnishes communication with the Grand Central Depot twenty-six times each way daily, the trip occupying from twenty to thirty minutes. The result of these facilities for intercourse with the city is shown in the fact that the narrow strip on the east side of the railroad which has been laid out in streets by the owners of the property, contains 765 houses, most of which are occupied.

The corresponding strip on the west side of the railroad is hardly settled at all.

This is due principally to the fact that through it runs the Mill Brook which is liable to freshets which overflow the low ground on each side.

For a distance of nearly two miles southwardly from Fordham Station, five avenues traverse the section. Four of these are continued southwardly to One hundred and sixty-first street.

The two exterior avenues, Third and Webster, the lines and grades of which were established by the Board in 1876, are respectively 80 and 100 feet wide.

Of those intermediate, Madison and Washington avenues are each 50 feet in width. Both are extensively built upon. The houses are in most instances set back from the street line, and the sidewalks lined with trees which have attained considerable size.

By the plan, these avenues will be widened five feet on each side, but the additional width thus obtained will not increase the roadway, which is now of the proper width for a sixty-foot street.

The effect of the widening will only be for the present to prevent encroachments by stoops and areas on the present sidewalks, which are now not wider than is needed for pedestrians.

The New York Ordinances, which by the Annexation Act are made applicable to the Twenty-third and Twenty-fourth Wards, prescribe a definite width of sidewalk for each width of street, and no new curb can now be set on either of these avenues at the distance from the house line at which the present curb stands; a conformity with the ordinances would therefore, unless the avenue is widened as proposed, bring the fine trees which line the streets into such a position as to render their removal necessary for convenience of travel.

Few existing buildings are required to be set back in order to accomplish the proposed widening.

The fifth avenue in the section was laid out by the original owners of the property immediately along the line of the Harlem Railroad.

It is difficult at this day, in the light of the experience gained on the Fourth and Eleventh avenues in New York City, to understand the motives which influenced such an arrangement.

As a highway such a road is unsafe and uncomfortable, and

will be used neither for business nor for pleasure when other routes can be found, nor does it make the land fronting upon it desirable for residence purposes.

In a suburban district the disadvantages of the arrangement are not felt to so great an extent as where population has become more dense, and, consequently, travel on both the railroad and the street more frequent. But even in this section its effects can plainly be seen by a comparison of both the number and the character of the buildings erected on the Railroad avenue, with those of buildings on streets of no greater natural advantages, but situated away from the railroad.

Thus on the Eastern Railroad avenue, from One hundred and sixty-fifth street to Fordham, with a frontage of 12,011 feet, lots amounting to a frontage of 7,554 feet are unoccupied, while immediately in the rear of these the properties fronting on Washington avenue which are unoccupied have an aggregate frontage of only 3,800 feet.

But when such a street becomes more thickly occupied, one of two results must follow :

Either considerations of safety will compel a reduction of speed in the steam travel, (as in Eleventh avenue, from Thirtieth to Sixtieth streets, where thirty heavily laden trains pass daily, creeping along at less than nine miles an hour, and even then causing frequent accidents,) or else the magnitude of the nuisance will compel the expenditure of an enormous sum to put the road out of sight, and where it cannot be entered upon or crossed by the public.

The first remedy is not to be thought of at this day.

As regards the second, it must be borne in mind that if the public compel the expenditure by a corporation of a large sum, the corporation will by some means or other take care that the public bears its full share of it. It may do so either by procuring the payment by the public at large of at least a portion of the cost of improvement, or by forcing the payment of excessive fares for travel, or by furnishing meagre and shabby accommodations: or by all three methods combined.

Another serious objection to a railroad street is that it is only one-sided, and that therefore the expense of its construction and maintenance is twice as great to the abutting owners as that of a street which is improved on both sides.

These considerations lead to the conclusion that it is better to make at the outset such provisions for rapid transit that enormous additional expense will not be called for in a few years; and from this conclusion springs naturally the decision that the street along the Harlem Railroad ought to be discontinued, and a street substituted for it which is out of sight of passing trains, and both sides of which will be available for occupation.

In the particular case now under consideration the possibility of encountering legal obstacles has induced a reconsideration of the plan first suggested to the Board, which was to close the Railroad avenue and substitute for it a street 100 feet from the railroad and 200 feet from Washington avenue.

Several years after the Harlem Railroad Company had acquired title to the land which they now occupy, the owners of the adjoining lands on the east divided at different times their properties into lots and streets, laying out a street fifty feet in width adjoining the railroad land.

The tracts so divided were five in number. The most northerly, the Thomas Bassford farm, was sold in parcels by W. C. Wetmore, as executor. The deeds executed by him conveyed to the grantees in express terms the fee to the centre of the street on which the several plats abutted.

The second tract was sold in parcels by Ida E. Bassford, the guardian of the infant heirs of Abraham Bassford. The deeds conveyed the property to the line of the street only.

The third tract, known as Upper Morrisania, was sold in lots by Gouverneur Morris, the lots being bounded by the streets laid down on a map referred to in them.

The fourth tract, or Central Morrisania, was sold under somewhat different provisions.

On January 10th, 1851, Charles, John and Alexander Bathgate executed an agreement with Nicholas McGraw to sell to him, or to such persons as he might designate, all the land included within certain lots designated by numbers on the map,

together with all the land contained within the streets and avenues designated and described on said map.

On December 1st, 1855, Nicholas McGraw executed a certificate, which was duly recorded, acknowledging that the Bathgate Brothers had fulfilled their part of the above agreement, by conveyances dated May 1st, 1851.

The fifth tract, called the Village of Morrisania, was sold under still other provisions.

It appears from the records that—

(1.) Gouverneur Morris agreed, on June 20th, 1848, to sell to J. L. Mott, N. McGraw and C. W. Houghton, the whole tract.

(2.) He failed to fulfil this agreement, but had the land laid out in streets and lots, and conveyed away the lots (September, 1848) by deeds, the descriptions in which bound the property by the streets and avenues.

(3.) To satisfy Mott *et al.*, he agreed, on November 8th, 1848, for the consideration of \$100, to convey to the town of Morrisania, by warrantee deed, all the lots designated on the map as Parks, Schools and Public Squares, and to quit-claim all his title to the streets on the map, to whomsoever might be authorized to receive the deeds, for the benefit of the inhabitants of the village of Morrisania.

(4.) He afterwards executed these deeds.

In examining the tenure of the land under these various conditions of sale, it appears probable that the whole of Railroad avenue, as laid out, would, if closed, revert to the abutting owners on the east side in the fourth and fifth tracts.

In the first tract, it might be questioned whether the westerly half of the avenue would not revert to the original owners.

In the second and third tracts, the question might arise as to whether, in the absence of any stipulation, the abutting owners on the east had any rights further than to the centre of the avenue, and if not, whether the railroad company had any rights as abutting owners.

The necessity for a solution of these questions may be avoided, as proposed by the plan, by retaining the westerly half of Railroad avenue as a public alley, 25 feet wide, for access to

the rear of existing lots and for certain advantages for drainage which would thus be secured.

The street or avenue for travel, and for giving a frontage to existing lots, is laid out 120 feet from this alley, and is made 60 feet wide. This gives the property fronting on Washington avenue another front, and leaves the block between the two avenues 140 feet in depth.

Although this arrangement may operate hardly upon a few of the present owners, it is believed that it will be found much more advantageous on the whole than the present block of 300 feet in depth, with one front on the railroad.

All crossings of the railroad are by bridges over the track. The injury to existing improvements will be slight.

II.

WEST OF WEBSTER AVENUE AND SOUTH OF THE MORRISANIA TOWN LINE.

This section is almost entirely unimproved, and is owned in large tracts.

It was laid out by the Commission of 1868, in rectangular blocks, without regard to its topography. The cost of construction of the streets, on the lines then proposed, would exceed the value of the land, and the grades of the cross streets would prohibit the movement of heavy loads.

In preparing the present plan, the attainment of light grades, with slight cuttings and fillings, at moderate cost, has been aimed at, rather than adherence to straight lines or directness between distant points. Wherever practicable, ranges of straight and parallel streets have been introduced for the subdivision of property, but very long and straight avenues, either longitudinal or transverse, have not been sought where their introduction would involve heavy expense. As a matter of economy and of convenience, the straight road is often the dearer, although it may be shorter. On a street of 80 feet in width, to be paved and sewerred, and furnished with gas and water, every foot of cut-

ting which can be saved in construction will admit of an increase of over 5 per cent. in length of street without increase of cost, and with increase of ease of travel. This estimate does not take into account the saving in the cost of preparing the abutting lots for occupation.

The only objection to curved streets which has been made by any person out of more than four hundred who have examined the plans, has been that under the usual method of selling city property, the sale of rectangular lots is more easily managed. This view of the matter neglects all consideration of the cost of improvements.

The original owner is expected to make all the profit, and the unfortunate purchaser is left to be taxed and assessed until his means are exhausted, and his property taken from him under a foreclosure suit.

The object of the study bestowed upon the plans now submitted, has been to avoid this result, and to produce a system of roads adapted to the progressive improvement of property at the minimum of cost, with a certainty that when the operations are completed the gradients will be easy, and communication as direct as possible.

The topography of the section makes it impossible to procure without steep ascents and heavy cutting and filling, perfectly straight lines from the railroad to Jerome Avenue, and where such lines have been previously planned, they have been abandoned.

On the summit of the ridge a space of about twenty acres has been designated as a park.

III.

FROM THE MORRISANIA TOWN LINE TO THE JEROME PARK BRANCH RAILROAD ROUTE, WEST OF WEBSTER AVENUE.

In the division of this section into independent villages, the proprietors provided no continuous lines of road from North to South, and the few transverse roads from Jerome Avenue to the Harlem Railroad were laid out without regard to directness or ease of travel.

This, in itself, is not remarkable, but it is a little surprising to find that within a short distance of each of the steep old roads leading from the bluff to the valley, and at the intersection of which with the railroad, important stations have been established, routes heretofore neglected exist, by which access can be had from these stations to the elevated land, on easy grades and at slight cost of construction.

On such routes the plan establishes main thoroughfares with no gradient exceeding five feet in 100.

For longitudinal travel, good routes are generally attained by following existing streets and introducing connections. In the plots which lie intermediate to the main routes thus established, the existing divisions of property are in most cases retained. Two small plots are reserved for public greens near Fordham and Tremont Stations, and at the southerly extremity of the district, a particularly desirable tract of about twenty-five acres, which has never been subdivided, is reserved as a park.

IV.

NORTH OF THE LINE OF THE PROPOSED JEROME PARK BRANCH RAILROAD.

In this section the land is still owned in large tracts and is now mainly used for farming purposes.

The ground is high; in some parts nearly level, in others broken and undulating. The views are entirely inland, overlooking the Bronx and Mill Brook Valleys.

The treatment of this section is governed almost entirely by topographical considerations. There is considerable variety in the subdivision, parts being rectangularly laid out, and other parts being divided so as to admit of a more rural character of roads.

On its southern limit, a natural water course of considerable importance gives opportunity for the continuation of the Park-

way and chain of small parks which, with those already adopted, will connect the Hudson and Bronx Rivers.

As a summary, the plan submitted provides for business sections in the valleys of Mill Brook and Cromwell's Creek ; for a section for residences on the elevated ground along the centre of the district, for a section for suburban homes at the northern limit, for avenues of easy grade, opening into small parks at suitable distances, traversing the whole length and breadth of the district, and for routes for present and prospective steam travel, so placed that they will not interfere with other roads.

Respectfully,

FRED. LAW OLMSTED,

Landscape Architect.

J. J. B. CROES,

Civil and Topographical Engineer.

DOCUMENT No. 77.



BOARD

OF THE

Department of Public Parks.



JANUARY 30, 1878.

Contract or Agreement with the American Museum of Natural History for the occupation by it of the Museum of Natural History Building in Manhattan Square, Central Park, New York City.

Ordered printed as a document of the Board.

WM. IRWIN,
Secretary D. P. P.

THIS AGREEMENT, made and concluded on the twenty-second day of December, in the year one thousand eight hundred and seventy-seven, between the DEPARTMENT OF PUBLIC PARKS OF THE CITY OF NEW YORK, the party of the first part, and THE AMERICAN MUSEUM OF NATURAL HISTORY, party of the second part, WITNESSETH :

Whereas, By an Act of the Legislature of the State of New York, passed April twenty-second, eighteen hundred and seventy-six, entitled " An Act in relation to the powers and duties " of the Board of Commissioners of the Department of Public " Parks, in connection with the American Museum of Natural " History and the Metropolitan Museum of Art," the said party of the first part is authorized and directed to enter into a contract with the said party of the second part for the occupation by it of the buildings erected, or to be erected, on that portion of the Central Park, in the City of New York, known as Manhattan Square, and for transferring thereto and establishing and maintaining therein its museum, library and collections, and carrying out the objects and purposes of said party of the second part ;

And whereas, A building contemplated by said Act has now been erected and nearly completed and equipped, in a manner suitable for the purposes of said Museum, as provided in the first section of the Act of May fifteenth, eighteen hundred and seventy-five, known as Chapter 351 of the Laws of 1875, for the purpose of establishing and maintaining therein the said Museum, as provided by the said last-named Act, and by the Act of April fifth, eighteen hundred and seventy-one, known as Chapter 290 of the Laws of 1871 ;

And whereas, It is desired, as well by the said party of the first part as by the said party of the second part, that, immediately upon the completion and equipment of said build-

ing, the said party of the second part should be established therein, and should transfer thereto its museum, library and collections, and carry out the objects and purposes of the said party of the second part ;

Now, therefore, It is agreed by and between the said parties as follows, viz.:

First.—That the said party of the first part has granted and demised and let, and doth by these presents grant, demise and let, unto the said party of the second part, the said buildings and the appurtenances thereunto belonging, to have and to hold the same as long as the said party of the second part shall continue to carry out the objects and purposes defined in its charter, or such other objects and purposes as by any future amendment of said charter may be authorized, and shall faithfully keep, perform and observe the covenants and conditions herein contained on its part to be kept, performed and observed, or until the said building shall be surrendered by the said party of the second part, as hereinafter provided.

Secondly.—That neither the party of the first part, its successor or successors, nor the Mayor, Aldermen and Commonalty of the City of New York, shall be in any manner chargeable or liable for the preservation of the said building, or the property of the party of the second part which may be placed therein, against fire, or for any damage or injury that may be caused by fire to the said property ; but it is agreed that, damages as aforesaid excepted, the said party of the first part will keep said building from time to time in repair.

Thirdly.—That, as soon after the completion and equipment of said building as practicable, said party of the second part shall transfer to, and place and arrange in, said building its museum, library and collections, or such portion thereof as can be properly displayed to the public therein, and shall have and enjoy the exclusive use of the whole of said building, subject to the provisions herein contained and the rules and regulations

herein prescribed, during the continuance of the term hereby granted, or until a surrender thereof, as herein provided.

Fourthly.—That the exhibition halls of said building shall on Wednesday, Thursday, Friday and Saturday of each week, and on all legal or public holidays, except Sundays, be kept open and accessible to the public, free of charge, from nine o'clock A. M. until half an hour before sunset, under such rules and regulations as the party of the second part shall from time to time prescribe, but on the remaining days of the week the same shall be only open for exhibition to such persons upon such terms as the said party of the second part shall from time to time direct. But all professors and teachers of the public schools of the City of New York or other institutions of learning in said City in which instruction is given free of charge, shall be admitted to all the advantages afforded by the said party of the second part, through its museum, library apparatus and collections, or otherwise, for study, research and investigation, free of any charge therefor, and to the same extent and on the same terms and conditions as any other persons are admitted to such advantages as aforesaid.

Fifthly.—That the museum, library and collections, and all other property of the said party of the second part which shall or may be placed in said building, shall continue to be and remain absolutely the property of said party of the second part, and neither the said party of the first part or the said the Mayor, Aldermen and Commonalty shall, by reason of said property being placed in said building, or continuing therein, have any right, title, property or interest therein, nor shall the said party of the second part, by reason of its occupation and use of said building under this agreement, acquire, or be deemed to have any right, title, property or interest in said building, except so far as expressly granted by this agreement.

Sixthly.—That the said party of the second part shall, on or before the first day of May in every year during the continuance of this agreement, submit to the said party of the first part, its successor or successors, a detailed printed report of the op-

erations and transactions of the said party of the second part, and all its receipts and payments, for the year ending with the thirty-first day of December next preceding.

Seventhly.—That the said party of the first part shall have, at all times, access to every part of said building for general visitation and supervision, and also for the purpose of the performance of the duties devolved upon it by the Laws of the State of New York, or of the City of New York. That the police powers and supervision of said party of the first part shall extend in, through and about said building. That the said party of the second part may appoint, direct, control and remove all persons employed within said building, and in and about the care of said building, and the Museum, Library and collections therein contained.

Eighthly.—That the said party of the second part may, at any time after the expiration of three and before the expiration of six months from the date of the service of a notice in writing to said party of the first part, its successor or successors, or to the Mayor of the City of New York, of its intention so to do, quit and surrender the said premises, and remove all its property therefrom, and upon and after such notice, the said party of the second part shall and will, at the expiration of the said six months, quietly and peaceably yield up and surrender unto the said party of the first part, and its successors, all and singular the aforesaid demised premises. And it is expressly understood and agreed by and between the parties hereto, that if the said party of the second part shall omit to do, perform, fulfill, or keep any or either of the covenants, articles, clauses and agreements, matters and things herein contained, which on its part are to be done, performed, fulfilled or kept according to the true intent and meaning of these presents, then and from thenceforth this grant and demise shall be utterly null and void. And in such case it shall and may be lawful for said Department to serve or cause to be served on the said party of the second part a notice in writing declaring that the said grant hereinbefore made has become utterly null and void, and thereupon the said party of the first part, its

successor or successors (ninety days time being first given to the said party of the second part to remove its property therefrom), may re-enter and shall again have, repossess and enjoy the premises before mentioned the same as in their first and former estate, and in like manner as though these presents had never been made, without let or hindrance of the said party of the second part, anything herein contained to the contrary notwithstanding.

Ninthly.—And it is further expressly understood and agreed by and between the parties hereto, that this agreement may be wholly cancelled and annulled, or from time to time altered or modified, as may be agreed in writing between the said parties or their successors, anything herein contained to the contrary in anywise notwithstanding.

In Witness whereof, the party of the first part hath caused this agreement to be executed by their President and Secretary, pursuant to a resolution of the Board of Commissioners of said Department, adopted at a meeting held on the thirtieth day of January, in the year of our Lord one thousand eight hundred and seventy-eight, and the said party of the second part hath caused the same to be executed by their President and their official seal affixed thereto, pursuant to a resolution of the Trustees of the American Museum of Natural History, adopted at a meeting held on the twelfth day of February, in the year of our Lord one thousand eight hundred and seventy-seven.

In presence of
D. PORTER LORD.

JAS. F. WENMAN,
*President Department of Public
Parks of the City of New York.*

WM. IRWIN,
*Secretary Department of Public
Parks of the City of New York.*

ROBERT L. STUART,
*President American Museum of
Natural History.*

SEAL
of the American
Museum
of Natural
History.

STATE OF NEW YORK, }
 City and County of New York, } s.s.:

On this 12th day of February, in the year 1878, before me personally came James F. Wenman, President of the Department of Public Parks of the City of New York, and William Irwin, Secretary of the said Department of Public Parks, with both of whom I am personally acquainted, and both of whom being by me duly sworn, said that they reside in the City and County of New York, that the said James F. Wenman is the President, and the said William Irwin is the Secretary of the said Department of Public Parks, and that they signed their names to the foregoing agreement by order of the "Board of Commissioners" of the said Department of Public Parks, as such President and Secretary.

[SEAL.]

W. C. BESSON,
Notary Public (73)
 N. Y. Co.

STATE OF NEW YORK, }
 City and County of New York. } ss.:

On this 12th day of February, in the year 1878, before me personally came Robert L. Stuart, the President of the American Museum of Natural History, with whom I am personally acquainted, who being by me duly sworn, said that he resides in the City and County of New York, that he is the President of the "American Museum of Natural History," and that he knows the corporate seal of said museum, that the seal affixed to the foregoing agreement is such corporate seal, that it is affixed thereto by order of the "Board of Trustees" of said American Museum of Natural History, and that he signed his name thereto by the like order, as president of said museum.

[SEAL.]

W. C. BESSON,
 (73) *Notary Public*,
 N. Y. Co.

Recorded in the office of the Register of the City and County of New York in Liber 1426 of Cons., page 402, February 16, A. D. 1878, at 9 o'clock a. m., and examined.

Witness my hand and official seal,

[SEAL.]

FREDERICK W. LOEW,
Register.

DOCUMENT No. 78.

BOARD

OF THE

Department of Public Parks.

APRIL 3, 1878.

Communications of Mr. J. J. R. Croes, Civil and Topographical Engineer, and Mr. Horace Crosby, Surveyor, on the condition of the bridges over Bronx River.

Ordered printed as a document of the Board.

WM. IRWIN,
Secretary D. P. P.

DEPARTMENT OF PUBLIC PARKS,
 OFFICE OF CIVIL AND TOPOGRAPHICAL ENGINEER, }
 Fifth Avenue and Sixty-fourth Street, Central Park. }

NEW YORK, 26th March, 1878.

Commissioners LANE and WETMORE,
Committee on Bronx River Bridges.

Gentlemen,—In compliance with your instructions, I have had a thorough examination made of the bridges over the Bronx River along so much of that stream as forms the boundary between the counties of New York and Westchester.

The examinations and estimates have been made by Mr. Horace Crosby of this office. His report and the accompanying drawings, submitted herewith, explain very fully the condition of these bridges, and show the necessity for immediate action on the part of this Department, in conjunction with the Board of Supervisors of Westchester County.

It appears that of the seven bridges which belong jointly to the two counties, only one can be considered safe (Westchester Avenue in West Farms) of the others, two (drawbridge at Westchester Turnpike, and Williams bridge,) are positively dangerous in their present condition, and cannot be repaired without reconstruction.

The remaining four need extensive repairs, and even with them would be liable to be broken down at any time.

The cost of the work necessary to put the seven bridges in moderately safe condition is estimated to be \$7,375.

To rebuild the bridges anew, of wood, and thus make them safe for, say ten years, \$12,025.

To build new iron bridges, \$16,675.

The last named expenditure will be the most economical in the end.

Respectfully, your obedient servant,

J. J. R. CROES,

Civil and Topographical Engineer.

J. J. R. CROES, Esq.,

Civil and Topographical Engineer,

Department Public Parks, New York :

Sir,—Pursuant to your letter of instruction, directing me to make an examination of certain bridges over the Bronx River, and report upon their condition, together with estimates of cost of repairs or reconstruction, I herewith submit the following report.

I shall commence with the most southerly bridge and proceed up stream, taking up the others in their order.

(1.) DRAWBRIDGE

On the Southern Westchester Turnpike.

This is a swing draw, built of wood, upon the Howe truss pattern. Extreme length about 103 feet, width in clear between the trusses about 13 feet, barely sufficient for two vehicles to pass one another.

Abutments of rough, dry, rubble masonry; that upon the Westchester side is in fair condition; the other on the New York side needs rebuilding. All the small stones or spawls in the face have fallen out, and some of the larger stones on the corners are also gone.

The foundations of the turntable have settled unevenly, thereby warping the bridge. This defect should be remedied, and the wheel base of the turntable rendered solid and level.

Both bridge seats were poorly constructed in the first instance, and have settled away from the ends of the truss considerably, so that when a load enters upon the bridge at one end, that end immediately goes down several inches, whilst the other end flies up. This action is reversed when the load leaves the bridge.

The timber in the "gallows frame" and turntable is in fair condition, with the exception of a few rotten sticks in the latter, but the two trusses and floor of the bridge are very rotten and weak. I regard the bridge as a whole in a very unsafe condition, and liable to break down at any time under the strain of a heavy load.

The trusses have been patched and repatched many times, until it seems impossible to make any further efficient repairs to this bridge short of the entire reconstruction of both trusses of new material, and putting down a new floor, and also making some repairs to the turntable and abutments.

If a new bridge should be put up, it would be desirable to increase the width to not less than 20 feet.

My estimates of the approximate cost of reconstruction or repairs of this bridge are as follows :

Reconstruction.

For a new iron bridge (20 feet wide), including new turntable, superstructure alone	\$4,000
For new abutment on New York side.....	400
Repairs to bridge seats, &c.....	150
Total.....	— \$4,550
For a new wooden bridge (20 feet wide) including new turntable, superstructure alone.....	\$2,250
New abutment on New York side.....	400
Repairs as above.....	150
Total.....	— \$2,800

Repairs.

For two new Howe trusses and new floor, including repairs to old turntable (bridge about 13 feet wide in clear)	\$1,150
New abutment on New York side.....	400
Repairs.....	150
Total.....	— \$1,700

(2.) WESTCHESTER AVENUE.

West Farms Village.

The bridge at this point is an iron one, of the bowstring type.

It was put up in 1867, and is now in fair order, except that

the iron work is much rusted, and the plank covering of the two lower chords is somewhat rotten.

The floor of this bridge is comparatively new and good. This bridge should be painted with two coats of paint, and the aforesaid planking renewed.

These repairs can be made at the cost of about \$150.

(3.) SAMUEL STREET BRIDGE.

West Farms.

A wooden Howe truss about twenty-four years old, formerly a covered bridge but now open. Length, about eighty-nine feet by about twenty feet wide. This bridge is thoroughly rotten, and in my judgment would hardly bear its own weight unsupported by the shores and braces which have been placed beneath it. A reference to the drawings of this bridge will show that the central portion of it is supported by stout vertical posts of timber capped across upon which have been laid two long heavy longitudinal beams under each chord, being secured to the chords by keys and bolts. Our end has been still further braced up by vertical posts carrying struts to the under side of each chord.

The entire floor of the bridge is rotten and needs renewal. Our side is probably secure so long as the aforesaid under supports remain sound and are not knocked out by a freshet accompanied with heavy ice. This is an event liable to occur any year.

This bridge might be further strengthened by introducing a set of double longitudinal beams placed just inside of the chords, one end resting upon each cap near the centre of the bridge and the other end resting upon either abutment and laying the floor beams directly upon these stringers.

This would be equivalent to building a new bridge of a temporary character underneath the old one. Of course, if the aforesaid posts should be carried away the whole structure would fall.

These repairs as above outlined could be made at a cost of about \$600, including a new floor for entire bridge.

Approximate estimates for cost of new bridges, are as follows :

Iron.....	\$2,200
Wood (Georgia pine).....	1,600

(4.) BOSTON AVENUE BRIDGE.

This is a temporary wooden affair of simple construction put up about two years since in place of a Howe truss of the same age as the Samuel street bridge, and which fell down under a load of 60 head of cattle.

The floor planks and guard rails of the present structure are rotten and broken, and need renewal. Most of the other timbers are sound, though some additional struts and braces could be introduced to advantage, thereby securing greater stiffness. These repairs could be made at an expense of \$300 to \$350.

The span being about the same, the estimates for a new bridge at Samuel street would apply here, namely :

Iron.....	\$2,200
Wood.....	1,600

(5.) PELHAM AVENUE BRIDGE.

This is a clumsily-built wooden Howe truss; total length about 96 feet, and whole width 22 feet.

In addition to the bridge across the main channel of the Bronx, there is upon the New York side a small bridge of wood spanning an arm of the mill pond.

This small bridge could be put in repair at a cost of \$50 to \$75.

The timbers in the trusses of the main bridge are rotten and weak. A new floor was laid down about two years ago and is

yet good. The bridge has sagged about three inches in the centre.

As will be seen by a reference to the drawings, the upper chords have been reinforced by two long heavy braces on each side, abutting against a straining beam. This arrangement supports the central portion, but leaves quite a long span on either side unsupported. As suggested in the case of the Samuel street bridge, this structure might also be rendered safe for a few years longer by building a timber pier in the centre of the channel, and running double sets of trussed beams from this pier to each abutment, subject, however, to the same liability of being swept away by a freshet. This pier, &c., could be put up at a cost of about \$500.

Approximate estimates for a new bridge are as follows :

Iron.....	\$2,400
Wood.....	1,800

(6.) WILLIAMS BRIDGE.

This is another wooden Howe truss, built in the same season as the two bridges at Boston Avenue and Samuel Street. Total length is about seventy-six feet, width about twenty-three feet.

The entire structure is very rotten, and seems just upon the point of falling over into the stream. The trusses are leaning over towards the upper side about a foot out of plumb.

The drawings herewith submitted, show the manner in which the bridge is now held up by posts, struts and braces. These struts, &c., however, are of the most temporary character, and may be expected to fail at any time. No further repairs to amount to anything can possibly be made to this bridge.

The travel at this point is quite heavy, and a substantial new bridge is urgently needed, the approximate estimates for which are as follows :

Iron.....	\$1,900
Wood.....	1,400

(7.) * BRIDGE AT WOODLAWN.

The bridge over the main channel at this place is a green post truss of recent construction. Timber—Georgia pine, in good condition. Span about thirty-four feet. A solid abutment on the east side, and a pile bent on the New York side.

The land on the west of the channel is low and flat, and oftentimes covered with water. The approach to the bridge proper, over this marshy ground, is on pile-bents, three piles to a bent, carrying a cap upon which are laid the stringers of the floor.

This approach is in a bad condition: the piles, besides being insufficient in number, are generally too small and not properly capped or braced. Many of them have settled, twisting the floor out of shape. The planking of the floor itself is much worn and needs replacing.

Heretofore, during periods of high water, the water-way of the river at this point has extended across the width of this lowland—between the pile-bents as well as under the bridge itself, but this water-way has been recently materially contracted by extensive filling on the southerly side of this approach, and it would seem advisable that the whole subject should be examined into, and a site fixed upon for a permanent abutment on our side of the Bronx.

Respectfully submitted,

HORACE CROSBY,

Surveyor, D. P. P.

26th March, 1878.

*Estimate for rebuilding by filling causeway for one hundred feet, raising bridge five feet, and putting in abutments, and bridge of eighty feet span:

For Wooden Bridge.
\$2,600

Iron Bridge.
\$3,200.

J. J. R. C

SUMMARY.

BRIDGES.	COST OF NECESSARY REPAIRS.	NEW WOODEN BRIDGE.	NEW IRON BRIDGE.
Draw Bridge.....(1.)	\$1,700	\$2,800,	\$4,550.
Westchester Ave.....(2.)	150.	New bridges	not needed.
Samuel St.....(3.)	600.	1,600.	2,200.
Boston Ave.....(4.)	350	1,600.	2,200.
Pelham Ave. (small bridge).	75. All in N. Y.	New bridges	not needed.
“ “ (large “).(5.)	500.	1,800.	2,400.
Williams Bridge.....(6.)	(Repairs of no use).	1,400.	1,900.
Woodlawn.....(7.)	(Repairs of no use).	2,600.	3,200,

DOCUMENT No. 79.

BOARD

OF THE

Department of Public Parks.

APRIL 24, 1878.

Report of Commissioner LANE, upon the application of "The Trustees of the Botanical Garden in the City of New York," for permission to occupy a portion of Manhattan Square, Central Park; together with the documents accompanying the same.

Ordered printed as a document of the Board.

WM. IRWIN,
Secretary D. P. P.

REPORT OF COMMISSIONER LANE.

To the Commissioners of the Department of Public Parks :

The undersigned reports favorably upon the Memorial of "The Trustees of the Botanical Garden in the City of New York," for leave to occupy the northerly portion of Manhattan Square, and recommends that the Trustees be requested to state to the Department the plans and estimates of the work they propose to do ; and that when those plans and estimates are approved by the Department and the Trustees have obtained subscriptions to a sufficient extent to carry them out, and a proper percentage of the subscriptions are paid in, that the agreement proposed by said Trustees be executed by them and the Department. The undersigned appends to this report the Memorial of said Trustees, their communication, dated April 9, 1878, their By-Laws, and the proposed agreement, and offers the following resolution :

Resolved, That the report be accepted, and the recommendations therein be adopted.

Dated NEW YORK, 16th April, 1878.

Respectfully submitted,

S. E. LANE.

At a meeting of the Commissioners of the Department of Public Parks, held on the 17th April, 1878, the foregoing report and resolution were adopted :

Memorial of "The Trustees of the Botanical Garden in the City of New York."

To the Commissioners of Public Parks :

The undersigned, a committee of, and duly appointed by "The Trustees of the Botanical Garden, in the City of New York," a body corporate, incorporated by the Legislature of the State of New York, by an act passed on the 30th of April, 1877, respectfully state :

That the said body corporate has been duly organized in accordance with the provisions of said Act, and that all the requirements of said Act have been fully complied with.

That in and by the eighth section of said Act, it is provided :

That "The Department of Parks, of the City of New York, or any other department, or municipal officer, or authority, that may at any time hereafter be legally substituted in its place, is hereby empowered in their or his sole discretion, to permit the corporation hereby created by a written resolution or other instrument in writing, to be duly authenticated, and recorded in the office of the Register, in and for the City and County of New York, to establish the said garden within that portion of the City bounded by Seventy-seventh street, Eighty-first street, Eighth avenue, and Ninth avenue, originally laid out on the map or plan of the City, and since legally opened as Manhattan Square, and expressly annexed to Central Park, by the Act of the Legislature of April 23d, 1864 (Chap. 319, of the Laws of 1864), and to occupy for said garden any part of the lands within those boundaries, except the portions set apart for the building containing, or to contain 'The Museum of Natural History,' a portion of which building is already completed, and the remaining portions whereof may be completed from time to time, according to the plan prescribed for the whole. It is hereby expressly provided, that no part of the garden herein above mentioned shall be placed or kept within ten feet of the outer walls of any building now erected, for said Museum, or for any addition thereto, any permission to the said corporation to occupy said lands, shall contain the express condition that the said corporation shall, and will, at any time thereafter, after six months' previous written notice from the public authorities, in charge of said parks, surrender to them the

“whole or any portion of the lands so to be occupied by the
“said garden, and retain, with the consent of the said Park
“Commissioners, only the right of removing therefrom any of
“its plants, shrubbery, or other property.”

That the said Committee have no adequate or definite knowledge of the portions, if any, of said Manhattan Square which may have been at any time proposed to be set apart for the building to contain the said Museum nor of any plan which may have been suggested for said building, but that they believe that should such occupation of said square be legally determined, the allotment of such portions of said square and any plan of said building or of any future addition thereto necessarily rests, subject to all legal limitations, within the sole knowledge and subject to the sole discretion of the Commissioners of Public Parks and their successors. And they also believe that such portions, if any, of said square to be so occupied can hereafter be indicated, and such plan for said building, if any, be prescribed by the Commissioners of Public Parks and their successors, as may appear to them to be most judicious and expedient for the public interests, and most in accordance with and best adapted to secure and preserve the free and unobstructed use, enjoyment and occupation of said square to and for the citizens at large of the City of New York as a Public Park or Place, for which especial purposes the land included within said square was taken as such in or about the year 1842, by regular proceedings by Commissioners appointed by the Supreme Court; and that the said Commissioners of Public Parks and their successors have full power at any time to alter, modify or discontinue any plan of such building in whole or in part.

That whatever may be the ultimate decision of the Commissioners of Public Parks, as to the portions of said square to be hereafter occupied by said building, that a long period of time must inevitably elapse before any considerable enlargement of, or addition to, said building may be deemed necessary or expedient, and before the expenditure of the money necessary for the construction of such enlargement or addition may be deemed prudent and judicious in the present condition of the debt of the City—and before any additional portion of said square may be set apart therefor.

That a portion of the northern part of said square (800 feet in length by 75 in depth) being a strip of land adjoining the southerly side of Eighty-first street (the northerly boundary of said square), and extending from the Eighth to the Ninth avenues (or the larger portion thereof,) has been regulated and graded by and at the expense of property owners with the consent of the Department of Public Parks.

The undersigned therefore respectfully apply to your Honorable body for the permission (as specified in the above mentioned Act) to establish the said Botanical Garden within such northern portion of said Manhattan Square as your honorable body may indicate in the manner prescribed by said Act, or otherwise.

They respectfully request that such permission be granted as will enable the Trustees of the Botanical Garden to occupy in accordance with the provisions of and subject to the limitations of said Act, and upon the condition of surrender thereof as provided in said Act, that portion of said square lying north of a line drawn parallel to the southerly line of Eighty-first street, and distant southwardly two hundred and fifty feet therefrom, and extending from the Eighth avenue to the Ninth avenue, or such portion thereof, or such other larger portion of said square than that hereinabove cited as may be deemed advisable and sufficient for the uses and purposes of said garden.

The undersigned also suggest that it is the desire of the Trustees of the Botanical Garden to improve, as far as may be possible, such portion of said square as they may be permitted to occupy as such garden, by placing and planting therein or in some portion thereof, as soon as may be practicable, such trees, plants, shrubs, flowers and grass as may, while serving to decorate and render attractive to the citizens such portion of said square, be capable of prompt and ready removal by the said Trustees upon notice thereof as prescribed in said Act.

In making this application for such permission, and for the indication thereof by such resolution or instrument in writing as your honorable body may consider proper, and for which the undersigned hereby apply, the undersigned suggest, that the occupation of such portion of said square for the Botanical Garden as hereinabove set forth, can be made to fully conform

to any plan for the regulation and grading of said square, which may have been or may be adopted by the Commissioners of Public Parks, whether the surface be made level; or graded in accordance with any plan for terracing the same; or for temporarily creating an undulating surface, with the view and for the purpose of diminishing the expense of any present regulation and grading thereof.

The undersigned also suggest that the establishment of such garden in the comparatively limited area of the square, for the occupation whereof this application is now made, will serve at least as the foundation and nucleus of the proposed Botanical Garden, and that in the event of any development or increase of such garden, that it may be hereafter united to and form part of any other portion of such garden, which may be hereafter located and set apart for the said Trustees within any of the Public Parks or elsewhere—or that the said garden may be useful in connection with any other larger portion of said Parks which may hereafter be devoted to botanical or horticultural purposes.

The undersigned also suggest that the occupation of such portion of said square by and for the purposes of said garden, will not interfere with or in any manner obstruct the occupation of said square for any other purposes which may hereafter be considered expedient and be legally authorized, for the reason that the permission hereby sought must and will be accepted by the Trustees of the Botanical Garden upon the express condition of surrender after due notice, in the manner and as prescribed in said Act.

The Act of incorporation, containing the provisions therein in relation to Manhattan Square (as herein above cited), was submitted in August last (1877) to the Commissioners of Public Parks for their examination and consideration, and this formal application is now made in pursuance of said Act, with the understanding by and on the part of the said Trustees, that such application, while conforming in its language and terms to prior legislation in relation to the occupation of said square, must necessarily be qualified by any legal determination in respect to the nature, quality and extent of such occupation.

It is the desire of the Trustees of the Botanical Garden to render such portion of Manhattan Square as the Commissioners of Public Parks may permit them to occupy, ornamental to the City, accessible to all the citizens, and in accordance with the Act of incorporation, to keep the same, at all proper times, open to their free and unobstructed enjoyment thereof, without the exaction of admission fees or other charges; subject only to such proper regulations as may be sufficient for the proper preservation and protection from damage of the plants and other property placed therein, and as provided in said Act, "to secure the said garden and its structures from disturbance or pillage."

The Trustees make this application with the hope and in the belief that, as they ask for no appropriation of public money for the purposes of said garden, nor for any special privileges as a private corporation (whereby the rights of the public may be abridged), nor seek for any pecuniary return for admission thereto from the public authorities or the community, they may be able, with the permission of the Commissioners of Public Parks, and with the aid and co-operation of their fellow citizens, to provide for the people of this City, in the pleasure ground which unreservedly belongs to them, the means of public instruction and healthful enjoyment.

New York, March 6, 1878.

GEO. F. BETTS.
A. R. MACDONOUGH.
SAML. A. STRANG.

Communication of Secretary of "The Trustees of the Botanical
Garden in the City of New York."

NEW YORK, 6 WALL STREET,
April 9, 1878.

HON. SMITH E. LANE,
Commissioner of Public Parks :

MY DEAR SIR,—

I have received your communication of the 2nd instant, requesting me to furnish the following information in relation to the corporation known as "The Trustees of the Botanical Garden in the City of New York."

1. By-Laws.
2. List of Officers.
3. Capital Stock.
4. Amount paid in.
5. Such other facts as will show that the Trustees have complied with the Act incorporating them, so that they are a body corporate.

I am directed by a resolution of the Trustees to reply thereto, and in pursuance thereof, make the following statement :

1. As to the By-Laws :

The copy of the By-Laws sent herewith will afford you full information.

2. As to the officers :

The officers of the corporation are as follows :

SAMUEL B. RUGGLES, *President.*
 GEORGE F. BETTS, *First Vice President.*
 SAMUEL A. STRANG, *Second Vice President.*
 JOHN J. CISCO, *Treasurer.*
 JAMES F. RUGGLES, *Recording Secretary.*
 A. R. MACDONOUGH, *Corresponding Secretary.*
 PHILIP SCHUYLER, *Librarian.*

3. As to the Capital Stock.
4. As to the amount paid in.

Section 3 of the Act of incorporation (Chapter 199 of the Laws of 1877) provides that, "Within six months after the passage of this act the three corporators, first above named, or any two of them, shall collect subscriptions sufficient to provide for the due preparation of a tract of land having an area of at least three acres, for the reception of plants proper for the proposed garden, including in such area the necessary footwalks, and shall thereby commence the establishment of such Garden."

Section 5 of said act provides that, "The sums to be raised by subscriptions, forming the capital stock of the said corporation, shall be divided into shares of twenty-five dollars each, and shall be faithfully applied to the necessary expense of constructing and maintaining the said garden.

"It may be increased from time to time to an aggregate amount of three hundred thousand dollars, to be applied in part to the creation of a permanent fund to meet the yearly expenses of the said Garden."

The subscription required by the third section of the Act has been made, and duly deposited with Mr. John Jay Cisco, the Treasurer.

No amount of capital stock is specified in the Act, except that such amount is limited to three hundred thousand dollars.

Sufficient subscriptions have been made to the stock of the Corporation to fully qualify the shareholders now acting as officers and Trustees to act as such, and have been paid to the Treasurer.

The uncertainty attending the location of the Garden necessarily renders indefinite the amount of subscription required to place any tract or piece of land, until ascertained and defined, in condition for the reception of plants, and has necessarily limited the efforts of the Trustees in procuring subscriptions, other than those required for the purposes of organization.

It is, however, proper here to state that a sum of money amounting to eight hundred and seventy-seven dollars has been paid by property owners and subscribers for the cost of regulating a piece of land forming the northerly portion of Manhattan Square, the proposed site for the Garden, and for a portion of which square embracing the said above-mentioned piece of land, application has been made in accordance with the Act, to the Commissioners of Public Parks.

The piece of land thus regulated is bounded northerly by the southerly line of Eighty-first street; southerly by a line drawn parallel to said southerly line of Eighty-first street and distant southerly therefrom seventy-five feet; easterly by the Eighth avenue; and westerly by the Ninth avenue.

This work of regulation has been performed with the consent of the Department of Public Parks.

Under the circumstances, it must be obvious that no amount of subscription, in addition to that already paid, would enable the Trustees to do more than has already been accomplished.

Until the location of the Garden shall be determined, and its area and the cost of preparing the same be ascertained, the Trustees will be unable to make any accurate or satisfactory estimate of the amount of money necessary to be secured to carry out the preliminary work required for its establishment, and all efforts to secure the requisite means will be greatly impeded, if not frustrated.

If the permission be granted by the Commissioners of Public Parks to occupy a portion of Manhattan Square for such Garden, under such limitations and to such extent, and subject to such conditions as may be prescribed by the said Commissioners, the Trustees will be enabled to soon decide whether the necessary subscriptions can be secured for the purposes specified in their memorial presented to your Board on the 6th day of March, 1878, and for that purpose can at once commence the necessary efforts to induce the friends of the enterprise to assist them in their work of providing for the people of this City a Garden for their recreation, without the imposition of any admission fee or charge.

If they are unable to carry out such purposes within a reasonable time, such permission can, of course, be revoked by the Commissioners.

5. As to any other facts as to the incorporation, I repeat that the Trustees of the Botanical Garden have completed their organization by subscriptions to stock, by election of their officers, by adoption of by-laws, and by holding and continuing to hold regular monthly and other meetings for the prosecution of the business of such corporation.

Very truly yours,

JAMES F. RUGGLES,

Secretary.

BY-LAWS
OF THE
TRUSTEES OF THE BOTANICAL GARDEN
OF THE
CITY OF NEW YORK.

I.—The annual meeting of the shareholders shall be held on the second Monday in January, from four to five o'clock P. M., at the rooms of the Association, or at such place as the President shall designate ; when the election of Trustees shall be had, and a Teller shall be named by the President, to receive and count the votes.

If from any cause the annual meeting should not be held on the day hereby fixed, it may be held at any time within sixty days thereafter, on a written notice of ten days sent to all the stockholders.

II.—The monthly meetings of the Trustees shall be held on the second Monday of each month, at four o'clock P. M., at the rooms of the Association, or at such place as the President shall designate. But special meetings of the Trustees may be called by the President, and must be called by him on the request of any two Trustees, by giving one day's notice to each Trustee, of the time and place, and object of such special meeting.

III.—Officers shall hold office till the next annual meeting after their election, and until others are elected in their place, and all officers shall be elected by the Trustees immediately after the annual meeting, and such elections shall be by ballot, unless the meeting shall by a majority vote otherwise direct, and a vacancy in any office may be filled by election by the Trustees for the unexpired term of such office. But any officers may be removed at any time by a resolution of the Trustees.

IV.—At any meeting of the Trustees, three shall constitute a quorum.

V.—The Recording Secretary shall have charge of the records, documents, stock ledger and stock transfer-book, and seal of the Corporation, and shall keep full minutes of the proceedings of the Corporation, and give notice by mail to each Trustee of each meeting.

The Corresponding Secretary shall conduct all the correspondence of the Corporation, and keep full records of the same.

VI.—The Treasurer shall receive and keep the funds and securities of the Corporation, and disburse and dispose of the same under the direction of the Trustees, and report to the annual meeting a statement of his accounts during the preceding year ; and his accounts shall be audited by a committee of two shareholders who shall be named by the President, at least two weeks before the annual meeting.

VII.—The By-Laws may be amended at any time after notice of such amendment given at a previous meeting.

PROPOSED AGREEMENT.

This Agreement made this _____ day of _____, in the year one thousand eight hundred and seventy-eight, between the DEPARTMENT OF PUBLIC PARKS of the City of New York, the party of the first part, and THE TRUSTEES OF THE BOTANICAL GARDEN in the City of New York, a body corporate, incorporated by the act hereinafter mentioned, the party of the second part, WITNESSETH :

Whereas, by an Act of the State of New York, passed on the 30th day of April, in the year eighteen hundred and seventy-seven, entitled "An Act to facilitate the establishment of a Botanical Garden in the City of New York," the said party of the first part, or any other Department or Municipal officer, or authority that may at any time be legally substituted in its place, is authorized and empowered to permit the said party of the second part, by a written resolution, or other instrument in writing, to be duly authenticated and recorded in the office of the Register in and for the City and County of New York, to establish said Botanical Garden within that portion of the Central Park in the said City known as Manhattan Square, and to occupy for said Garden any part of the lands within the boundaries of said Manhattan Square, excepting the portions of said square specified in said Act, as by reference thereto will more fully appear.

Now, therefore, it is agreed by and between the said parties hereto as follows :

That the said party of the first part has granted, demised, and let unto the said party of the second part all that portion of said square lying north of a line drawn parallel to the southern line or side of Eighty-first street, and distant southwardly _____ feet therefrom, and bounded by and extending from the Eighth avenue to the Ninth avenue in the City

of New York, to have and to hold the same so long as the said party of the second part shall continue to carry out the objects and purposes defined in its charter, namely, to establish within the said City a garden for the promotion of botanical science and the improvement of horticulture, or for such other objects and purposes properly appertaining or necessary to the complete establishment and maintenance of said Garden as by any future amendment of said charter may be authorized, and shall faithfully keep, perform, and observe the covenants and conditions herein contained on its said part to be kept, performed, and observed, or until the said portion of said square hereinabove described shall be surrendered by the said party of the second part as hereinafter provided.

That the said party of the second part may, at the time of the execution of this agreement, or within _____ months thereafter, enter in and upon the lands hereby demised, and use and occupy the same, or any portion thereof, for the object and purposes hereinabove set forth, subject to the provisions herein contained, and the rules and regulations herein prescribed during the continuance of the term hereby granted, or until a surrender thereof as hereinafter provided.

That the said party of the second part shall, at all times, have free access to the said lands hereby granted and demised, and may erect and maintain thereon any hot-houses, green-houses, or other structures which the said party of the second part may deem necessary for the uses and purposes of the said garden, and may enclose any portion or portions of such garden by such hedges or other partitions as may be so deemed necessary to protect its trees, plants, shrubbery, structures, and other property from injury.

That the said party of the first part, its successor or successors, shall and will at all times furnish, maintain, and keep therein a sufficient police force to secure the said Garden and its structures, and other property, from disturbance or pillage; and that the police powers and supervision of the said party of the first part shall extend in, over and through said Garden and structures.

That the said party of the second part shall, on or before the first day of May, in every year, during the continuance of

this agreement, submit to the said party of the first part a detailed report of the operations and transactions of the said party of the second part for the year ending with the 31st day of December next preceding.

That the said Garden shall be kept open and accessible to the public free of charge, and that the public shall have full and uninterrupted passage during the daytime across and over all the footwalks of said garden, at such times and under such rules and regulations as the said party of the second part may prescribe, and as may be necessary for the protection and preservation of the plants and other property therein.

That the said party of the second part shall not be subject at any time to any rent or other charge for its occupation of the said lands hereinabove described.

That the said party of the first part shall have at all times access to every part of said Garden, and to such structures as may be placed therein, for general visitation and supervision, for the purpose of the performance of the duties devolved upon it by the laws of the State of New York, or of the City of New York.

That the plants, shrubbery and structures and other property which may be placed by the party of the second part in and upon the lands hereby granted and demised, shall during the occupation of said lands by the said party of the second part, continue to be and remain absolutely the property of the said party of the second part, and that neither the said party of the first part, its successor or successors, nor the Mayor, Aldermen and Commonalty of the City of New York, shall by reason of said property being placed in and upon said lands have any right, title, property or interest therein; nor shall the said party of the second part by reason of its occupation or use of said lands, under this agreement acquire or be deemed to have, any right, title, property or interest in said lands, except so far as expressly granted by this agreement, nor to place said Garden or its contents in any other of the public parks or places in said City, without the full written consent of the said party of the part, its successor or successors.

That the said party of the second part shall and will within six months after the receipt of a written notice duly served

upon the said party of the second part, by the said party of the first part, its successor or successors, quietly and peaceably yield up and surrender to the party of the first part, the whole or any portion of the lands hereby granted and demised, and that the said party of the second part shall retain, with the consent of the said party of the first part, only the right of removing therefrom its plants, shrubbery, structures and other property; and that upon the expiration of the said six months from the date of the receipt of such notice the said party of the first part, its successor or successors may re-enter and shall again have, repossess and enjoy the lands hereinabove granted and demised, the same as though these presents had never been made, without let or hindrance of the said party of the second part, anything herein contained to the contrary notwithstanding.

That the said party of the second part may at any time discontinue its occupation and use of the lands hereby granted and demised, and may remove therefrom, without the consent of the said party of the first part, its successor or successors, the said Garden and its contents; but it is hereby expressly understood and agreed by and between the parties hereto, that this agreement is made upon the express condition that the said agreement and anything herein contained, shall not at any time, or in any manner, be so construed as to permit the said party of the second part to enter into and occupy any other of the public parks or places in the City of New York, except that portion thereof hereby granted and demised, and that this agreement is made, and the permission hereby granted to occupy the land herein described, is accepted by the said party of the second part upon such express condition.

In witness whereof, &c.,