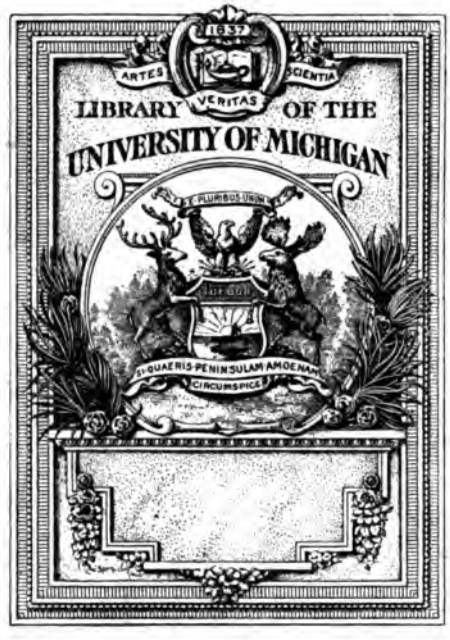
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BOOK OF CHARTERS
WILLS, DEEDS AND OTHER OFFICIAL
DOCUMENTS

BOOK OF CHARTERS WILLS, DEEDS AND OTHER OFFICIAL DOCUMENTS

PART FIRST

COMPILED AND ARRANGED BY

GEORGE LOCKHART RIVES,

SECRETARY OF THE BOARD OF TRUSTEES.

OCTOBER 14, 1895.

PART SECOND

COMPILED AND ARRANGED BY

CHARLES HOWLAND RUSSELL,

SECRETARY OF THE BOARD OF TRUSTEES.

FEBRUARY 1, 1905.

New York
Printed for the Trustees
1905.

Part First of this book (pages 1 to 122) is a republication of a compilation, dated October 14, 1895, of important documents relating to the three corporations which, earlier in that year, had been consolidated into The New York Public Library, Astor, Lenox and Tilden Foundations, and to their consolidation.

Part Second (pages 123 to 371) is a compilation of important documents, of date subsequent to October 14, 1895, relating to The New York Public Library, Astor, Lenox and Tilden Foundations, and to the various corporations which have been consolidated with it or have transferred their property to it, and to the Gift of Andrew Carnegie.

This book has been prepared by direction of the Board of Trustees.

NEW YORK, FEBRUARY 1, 1905.

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Part First.

Documents Relating to The Trustees of the Astor Library.

I.

EXTRACTS FROM THE WILL AND CODICILS OF JOHN JACOB ASTOR.

WILL DATED, 4 JULY, 1836.
CODICIL I. DATED 19 JANUARY, 1838.
CODICIL II. DATED 9 JANUARY, 1839.
CODICIL III. DATED 22 AUGUST, 1839.
CODICIL IV. DATED 4 OCTOBER, 1839.
CODICIL V. DATED 3 MARCH, 1841.
CODICIL VI. DATED 3 JUNE, 1841.
CODICIL VII. DATED 15 DECEMBER, 1842.
CODICIL VIII. DATED 22 DECEMBER, 1843.
ADMITTED TO PROBATE, NEW YORK, 3 APRIL, 1848.
RECORDED LIBER 95 OF WILLS, PAGE 462.

CODICIL III.

I, John Jacob Astor, do make this additional Codicil to my last Will, bearing date the fourth day of July, in the year of our Lord eighteen hundred and thirty-six.

Desiring to render a public benefit to the City of New York and to contribute to the advancement of useful knowledge and the general good of society I do by this Codicil appropriate four hundred thousand dollars out of my residuary estate, to the establishment of a Public Library in the City of New York.

For this purpose, I give to my Executors four hundred thousand dollars, to be taken from my personal estate, or raised by a sale of parts of my real estate, to be made by my Executors with the assent of my son William B. Astor, upon condition and

to the intent that the said amount be settled, applied and disposed of, as follows, namely:

First, In the erecting of a suitable building for a Public Library.

Second, In furnishing and supplying the same from time to time with books, maps, charts, models, drawings, paintings, engravings, casts, statues, furniture, and other things appertaining to a library for general use, upon the most ample scale and liberal character.

Third, In maintaining and upholding the buildings and other property, and in defraying the necessary expenses of taking care of the property, and of the accommodation of persons consulting the library.

The said sum shall be payable, one third in one year after my decease, one third in the year following, and the residue in equal sums, in the fourth and fifth year after my decease.

The said Library is to be accessible at all reasonable hours and times, for general use, free of expense to persons resorting thereto, subject only to such control and regulations, as the Trustees may from time to time exercise and establish for general convenience.

The affairs of the Institution shall be conducted and directed by eleven Trustees, to be from time to time selected from the different liberal professions and employments in life, and the classes of educated men. The Mayor of the City of New York, during his continuance in office, and the Chancellor of the State of New York, during his continuance in office, shall always be trustees. The vacancies in the number of Trustees occurring by death, resignation, incapacity, or removal from the State, shall be filled by persons appointed by the remaining trustees; the acts of a majority of the trustees at a meeting reasonably notified shall be valid.

All the property and effects of the institution shall be vested in the said trustees. They shall have power to direct the expenditure of the funds, the investment, safe-keeping, and management thereof, and of the property and effects of the institution; also to make such ordinances and regulations from time to time as they may think proper, for the good order and convenience of those *who* may resort to the library or use the same; also to

appoint, direct, control, and remove the superintendent of the library and all librarians and others employed about the institutions. And also they shall have and use all powers and authority for promoting the expressed objects of this institution not contrary to what is herein expressed. They shall not receive any compensation for their services, except that, if any of their number shall at any time be appointed superintendent, he may receive compensation as such.

The Trustees shall be subject to the visitation of the proper Courts of Justice, for the purpose of preventing and redressing all mismanagement, waste or breach of trust.

And I direct that the said public library be established on my land, at the corner of La-Fayette place and Art street, on the Westerly side of La-Fayette place, in the City of New York, beginning on the Westerly line of Lafayette Place, eighty-one feet Northerly from the corner of the house in which my daughter, Dorothea Langdon, now resides, and running thence perpendicular to La Fayette place, one hundred and thirty-seven feet six inches to the alley way in the rear; thence along the alley-way to Art Street; thence along Art street to Lafayette place and thence to the place of beginning, with the right and benefit of way in the alley; which land I direct my executors to convey to the said trustees in fee simple, by such proper assurances as shall secure the land for the purpose of the library, and on condition to be applied and used therefor. And inasmuch as one of the lots so to be conveyed is devised to the children of Mrs. Langdon, I order that Twelve thousand five hundred dollars be paid to the said devisees as a compensation for the lot. And I direct that all the said land hereby appropriated be valued at Forty thousand dollars, and form a part of the said Four hundred thousand dollars.

I further direct that a sum not exceeding ——— thousand dollars, may be expended in the erection of the building for the Library. One hundred and twenty thousand dollars may be expended in the purchase of books, and other objects for the establishing of the library, and the residue shall be invested as a fund for the maintaining and gradually increasing of the Library. All investment of the funds of the Institution shall be made in the Public Debt of the United States of Amer-

ica, or of the States of the Union, or of the City of New York, as long as such subjects of investment may be had, giving a preference according to the order in which they are named. And in case the income of the fund shall at any time exceed the amount which the trustees may find useful to expend for the purposes above named and particularized, they may expend such surplus in procuring public lectures, to be delivered in connection with the Library, upon useful subjects of Literature, Philosophy, Science, History and the Fine Arts, or in promoting, in any other mode, the objects of the Institution as above expressed. I direct my executors to cause and procure the necessary legal *assurances* to be made for establishing and securing the application of the funds and property hereby appropriated, for the purposes of these presents, and in the mode herein pointed out. And it is my request that the Trustees would apply to the Legislature of this State for such acts as may fully secure, establish and perpetuate this Institution, and render its management easy, convenient and safe, both to themselves and the public. And as this property is devoted wholly to public purposes I trust that the Legislature will so far favour the Institution as to exempt its property from taxation. And as a mark of my respect to the following gentlemen, I name them to be the first Trustees; that is to say, the Mayor of the City of New York, and the Chancellor of the State, for the time being, in respect to their offices; Washington Irving, William B. Astor, Daniel Lord, Junior, James G. King, Joseph G. Cogswell, Fitz-Greene Halleck, Henry Brevoort, Junior, Samuel B. Ruggles, and Samuel Ward, Junior.

CODICIL V.

Third, In relation to the Library provided for in my Codicil, bearing date the twenty-second day of August, eighteen hundred and thirty nine, I have concluded to change the site thereof; and I therefore direct that the land in that Codicil appropriated for this purpose be discharged therefrom; and so much of the said Codicil as appropriates the site for the said Library and the compensation to be paid for it is hereby revoked; and instead

thereof, I allow the building for the said Library to be erected on the southerly side of Astor Place, (formerly Art Street), between Lafayette place and Broadway, on the land described as follows: Beginning on the southerly line of Astor place, at a point distant one hundred and fifty one feet westerly from the westerly corner of Astor Place and Lafayette Place, thence running westerly along Astor Place sixty-five feet, thence in a line perpendicular to Astor Place one hundred and twenty-five feet nine inches, to the northerly side of a lot given to my daughter, Mrs. Langdon; thence along the same northerly and easterly, in a line perpendicular to the westerly side of Lafayette Place fifty-seven feet, thence along the rear of the lot given to Charles Bristed, and in that direction parallel with the westerly side of Lafayette Place, thirty-one feet one inch, thence in a line perpendicular to the southerly side of Astor Place one hundred and twenty-five feet to the place of beginning; which site I direct my executors to convey to the Trustees of the said Library, instead of the site in the said Codicil expressed, and I estimate the site now above described, at thirty-five thousand dollars. But if the Trustees of the said Library shall, before commencing the building, think a site on the easterly side of Lafayette Place preferable, I authorize my executors, instead of the site aforesaid to convey to the Trustees of the Library as a site therefor, so much land on the easterly side of Lafayette Place as shall be sixty-five feet in front, and one hundred and twenty feet deep, to be located out of my lands there by the said Trustees; and I direct that the site so directed be fairly and justly valued by my Executors, and the amount of such valuation be apportioned among the devisees of the lands out of which the selection shall be made, and to be held and disposed of as the land was, both as to capital and income.

I direct that the sum to be appropriated for erecting the library building shall not exceed seventy-five thousand dollars. And I also allow that the funds of the said Library, may, in the discretion of the Trustees, be invested in bonds secured by mortgage of improved real estate, as well as in the stocks enumerated in the Codicil establishing such Library.

CODICIL VI.

Sixth, I direct and devise that Charles Bristed be one of the Trustees of the devise and legacy for a Public Library, provided for in the former Codicils to my Will, and I give him the same estate, interest and power, as if he were originally named in such devise and legacy.

II.

ACT OF INCORPORATION AS AMENDED.

An Act to Incorporate the trustees of the Astor Library *

PASSED, 18 JANUARY, 1849;
LAWS OF 1849, CHAPTER I.
AMENDED, 16 JULY, 1881;
LAWS OF 1881, CHAPTER 653.
AMENDED, 24 MARCH, 1891;
LAWS OF 1891, CHAPTER 96.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section i. The mayor of the city of New York for the time being in respect to his office, and Washington Irving, William B. Astor, Daniel Lord, James G. King, Joseph G. Cogswell, Fitz-Greene Halleck, Samuel B. Ruggles, Samuel Ward, Charles A. Bristed and their successors, are hereby created and declared to be a body corporate, by the name and style of "The Trustees of the Astor Library"; by which name they and their successors may sue and be sued, plead and be impleaded, contract and be contracted with, and be known in all courts and places whatever, and may also have a common seal, and change and alter the same at pleasure.

Section ii. The direction and management of the affairs of the said corporation, and the control and disposal of its property

* The Amended portions of the Act are here printed in Italic Type.

and funds shall be vested in the said trustees and their successors. The number of such trustees shall be eleven: and they are hereby empowered,

1. To receive from the executors of the will of John Jacob Astor, as recorded with the codicils thereto annexed, in the office of the surrogate of the city and county of New York, the sum of four hundred thousand dollars, by him therein bequeathed for the establishment of a public library in said city; including in said sum the price of the site selected for the said library, on the easterly side of La Fayette Place in said city, as authorized by the said testator; which site, with its appurtenances, the said corporation is hereby empowered to take and hold in fee simple for the purpose of the said library, and on condition to be applied and used therefor.

2. To expend a portion of the said sum, not exceeding seventy-five thousand dollars, in erecting and maintaining upon the said site a building suitable for a public library.

3. To expend a further amount, not exceeding one hundred and twenty thousand dollars, in the purchase of books, maps, charts, models, drawings, paintings, engravings, casts, statues, furniture, and other things appertaining to a library for general use.

4. To invest the residue of said sum of four hundred thousand dollars as a fund for paying the value of the site of the building and for maintaining and gradually increasing the said library, and to defray the necessary expenses of taking care of the same, and of the accommodation of persons consulting the library. And in case the income of the fund shall at any time exceed the amounts which the said trustees may find useful to expend for the purposes above named and particularised, then to expend such surplus in procuring public lectures to be delivered in connection with the library, upon useful subjects of literature, philosophy, science, history, and the fine arts, or in promoting in any other mode the objects of the institution as above expressed.

5. To direct the expenditure of the funds, and the investment, safe-keeping and management thereof, and of the prop-

erty and effects of the said corporation; also to make such ordinances and regulations from time to time, as the said trustees may think proper for the good order and convenience of those who may resort to the library or use the same; to make such by-laws as may be necessary and convenient in conducting the business of the said corporation; to appoint, direct, control, and at their pleasure remove a superintendent of the library and all librarians and other persons necessary to be employed about the same, and in general to have and use all powers and authority necessary for promoting the objects of the institution as expressed in the said will and codicils of the said John Jacob Astor.

Section iii. The said library shall be accessible at all reasonable hours and times for general use, free of expense to persons resorting thereto, subject only to such control and regulations as the said trustees from time to time may exercise and establish for general convenience.

Section iv. All investments of the funds of the said corporation shall be made in bonds secured by mortgage of productive real estate, or in the public debt of the United States, or of the states of the Union or of the city of New York, or of portions thereof in any of those modes, except that in the investment in said public debts, preference shall be given according to the order in which they are hereinabove named; *provided, however, that such part of the funds of the corporation as were received from the executors of the will of John Jacob Astor, admitted to probate on or about February twenty-sixth, eighteen hundred and ninety, may be invested, from time to time, in such securities and in such manner as in and by the third clause of said will is authorized and permitted, and that any other or further donation, gift, bequest or devise hereafter made in further support of said library, or toward the objects connected therewith may be invested in such securities or in such manner as may be permitted or directed by the last will and testament, deed or other instrument creating the same.**

Section v. The said corporation shall be subject to the visitation of any courts of justice which now are or hereafter

* Amendment of 24 March, 1891; see Laws of 1891, Chapter 96.

may be thereunto empowered, for the purpose of preventing and redressing any mismanagement, waste, or breach of trust.

Section vi. The said trustees shall elect one of their number to preside over their board, who shall hold such office during their pleasure, and they may also appoint, and at any time remove a secretary and any other officers which their business may require. The acts of a majority of the trustees at any meeting duly notified according to the by-laws, shall be valid. Any vacancies in the number of said trustees occurring by death, resignation, incapacity, or removal from this State, shall be filled by persons to be appointed by the remaining trustees or a majority of them, except that the mayor of the city of New York, during his continuance in office, shall always be a trustee. The trustees shall not receive any compensation for their services, except that if any one of their number shall at any time be superintendent, he may receive compensation as such.

Section vii. The said corporation may take and hold any additional donations, grants, devises, or bequests, which may be made in further support of the said library or the lectures or literary and scientific objects connected therewith.

Section viii. The property, real and personal, of the said corporation shall be exempt from taxation, in the same manner as that of the other incorporated *public* libraries of this state; and it shall be the duty of the said trustees to effect such insurances *as they shall think sufficient in amount, and as can be obtained* upon such buildings and library, and other property against loss by fire or otherwise, and pay the expense thereof out of the fund described in the fourth sub-division of section second of this act.*

Section ix. The said trustees shall in the month of January in every year, make a report to the Legislature for the year ending on the thirty-first day of December preceding, of the condition of the said library, of the funds and other property

* Amendment of 16 July, 1881; see Laws of 1881, Chapter 653.

of the corporation, and of its receipts and expenditures during such year.

Section x. If any debts of the said corporation lawfully contracted, shall not be paid out of its funds when due, the trustees shall be individually liable for such funds, to the creditors in such cases, and to such extent as they would be if not incorporated.

III.

DECLARATION OF THE TRUSTEES SELECTING THE ORIGINAL ASTOR LIBRARY SITE, ETC.

DATED, 13 APRIL, 1849.
RECORDED 16 JUNE, 1849.
LIBER 521 OF CONVEYANCES, PAGE 582.

To all to whom these presents shall come, The Trustees of the Astor Library send Greeting:

Whereas prior to the incorporation of the said Trustees they on the second day of November last selected the land hereinafter described as a site for their Library Edifice, and in the act of selection did also express that the Library edifice was also to have the advantage of light and air from the rear by having twenty-five feet in the rear extending of the same width and embraced in a continuation of the same said lines unoccupied by buildings and subject to an easement in favour of the said Library building for these purposes **And whereas** difficulties have been suggested as to the said proposed easement, and thereupon the said Trustees determined to relinquish the purpose of obtaining the said easement and with this alteration to continue the selection of the site heretofore made.

Now these Presents witness That the Trustees of the Astor Library acting in execution of the powers to them given by the codicils of the will of John Jacob Astor Deceased have selected and do hereby select the lands hereinafter mentioned as the site of the said Library being bounded as follows:

Beginning on the easterly side of Lafayette Place where the Northerly line of the lands belonging to William B. Astor

Esquire strikes Lafayette Place which line divides those lands from the lands of the said testator and running thence along the Easterly side of Lafayette Place Sixty-five feet Northerly thence Easterly in a line at right angles to Lafayette Place one hundred and twenty feet thence on a line parallel to the Easterly side of Lafayette Place sixty-five feet to the land of William B. Astor Esquire thence Westerly along that land and perpendicular to the line of Lafayette Place one hundred and twenty feet to the place of beginning.

And these presents further witness that The Trustees of the Astor Library do hereby certify the site so selected to the Executors of the will of the said John Jacob Astor to the end that the lands so selected may be fairly and justly valued by the said executors and that the amount of the said valuation shall be apportioned among the devisees of the lands out of which the said selection has been made and held and disposed of as the land was both as to capital and income according to the codicils of the said testator.

And the Trustees of the Astor Library do hereby abandon and relinquish all purpose of claiming the easement aforesaid originally proposed to be acquired and they discharge all other lands of the said testator from being chosen as the site of the said Library Edifice.

In witness whereof the said Corporation have caused these presents to be sealed with their common seal and signed by their President and Secretary this thirteenth day of April in the year of our Lord one thousand eight hundred and forty nine.

WASHINGTON IRVING (SEAL)
President,

(CORPORATE SEAL)

SAML B. RUGGLES (SEAL)
Secretary

IV.

DEED BY THE EXECUTORS OF JOHN JACOB ASTOR, DECEASED, OF THE ASTOR LIBRARY SITE.

DATED, 19 APRIL, 1849.
RECORDED, 13 JUNE, 1849.
LIBER 523, OF CONVEYANCES, PAGE 379.

To all to whom these presents shall come: William B. Astor, Washington Irving, James Gallatin, Daniel Lord, and John Jacob Astor only qualified Executors of the Will of John Jacob Astor deceased, and the Trustees of the Astor Library incorporated by a law passed January one thousand eight hundred and forty-nine, send greeting: **Whereas** the said John Jacob Astor now deceased, by a codicil bearing date the twenty-second day of August in the year of our Lord one thousand eight hundred and thirty-nine to his Will, did appropriate four hundred thousand dollars out of his residuary estate to the establishment of a public library in the city of New York, and in the said codicil appropriated certain lands to be the site of the Library edifice, and directed his executors to convey to the said Trustees in fee simple the said land by such proper assurances as should secure the land for the purpose of the Library and on condition to be

applied and used therefor: **and whereas** by a further Codicil to his said will bearing date the third of March in the year of our Lord one thousand eight hundred and forty-one, the said Testator did further provide that if the Trustees of the said Library should before commencing the building think a situation on the easterly side of Lafayette Place preferable, then he authorized his executors, instead of the site before selected by him to convey to the Trustees of the Library as a site therefor so much land on the easterly side of Lafayette Place as should be sixty-five feet in front, and one hundred and twenty feet deep, to be selected out of his lands there by the said Trustees, and did direct that the site so selected should be fairly and justly valued by his executors and the amount of such valuation should be apportioned among the devisees of the lands out of which the selection should be made, and be held and disposed of, as the land was, both as to capital and income, **and whereas** the building of the Library edifice has not yet been commenced, and the Trustees named in said Will surviving, did before their incorporation, by a deed under their hands and seals bearing date the second day of November last, select the site hereinafter described, as preferable to the other sites contemplated and mentioned by the said testator in the said codicils which selection they also ratified and confirmed by deed under their corporate seal and bearing date the eighteenth day of April instant and executed under the common seal of the said Trustees since their Incorporation, and the said Trustees did further request the site, so newly selected as aforesaid to be valued according to the said will and a Conveyance thereof to be made to them.

Now these presents witness that the said executors acting under the power conferred on them by the said Codicils and every of them, have valued the site so selected by the said Trustees and hereinafter appointed and conveyed to them at the sum of twenty-five thousand dollars to be paid out of the said legacy for the establishment of the said Library, to the persons entitled to the same lands, to be held and disposed of as the land was both as to capital and income. **And these presents further witness** that the said William B. Astor, Washington Irving, James Gallatin, Daniel Lord and John Jacob Astor, Executors as aforesaid, acting under the powers in the testamentary codicils

of the said John Jacob Astor deceased, to convey the lands for the site of the Library aforesaid and also under all and every power authority and right as enabling or entitling so to convey have appointed and conveyed and do hereby appoint and convey, unto the Trustees of the Astor Library, their successors and assigns the following piece and parcel of land, being the site for the Library building, selected out of the lands of the said John Jacob Astor deceased by the Trustees in the Codicil of the said John Jacob Astor named and valued as aforesaid by the executors of his Will, that is to say:

Beginning in the Easterly side of Lafayette Place, where the northerly line of the lands belonging to William B. Astor, strikes Lafayette Place, which line divides these lands from the lands of the said testator, and running thence along the Easterly line of Lafayette Place sixty-five feet northerly, thence in a line at right angles to Lafayette Place one hundred and twenty feet, thence on a line parallel to the Easterly side of Lafayette Place sixty-five feet to the land of William B. Astor, thence westerly along that land and perpendicular to Lafayette Place one hundred and twenty feet to the place of beginning. **To have and to hold** the same unto the trustees of the Astor Library, their successors and assigns to their own use forever, as and for the purpose of the Library aforesaid according to the said devise **and** the Trustees of the Astor Library do hereby accept the Conveyance of the said lands at the valuation aforesaid, and do hereby grant and covenant to and with the aforesaid executors of the will of the said John Jacob Astor Deceased on behalf of the devisees of the said lands, and with the said devisees and their assigns according to their several and respective interests, that the amount of the said valuation, namely, the sum of Twenty-five thousand Dollars may and shall be paid out of the funds given to the Trustees for the said Library by the said testator to be apportioned among the devisees of the said lands out of which the selection of the said site hath been made, and to be held and disposed of as the land was, both as to capital and income, according to the terms and true intent and meaning of the devises of the said testator in this behalf;

In witness whereof the said Executors have hereunto in duplicate set their hands and seals, and the Trustees of the

Astor Library have hereunto set their Corporate seal the nineteenth day of April in the year of our Lord *one thousand eight hundred and forty-nine.*

WASHINGTON IRVING	(SEAL)
WM. B. ASTOR	(SEAL)
JAS. GALLATIN	(SEAL)
DANIEL LORD	(SEAL)
J. J. ASTOR	(SEAL)

THE TRUSTEES OF THE ASTOR LIBRARY
by

(CORPORATE SEAL) WASHINGTON IRVING
President

Attest:

SAM. B. RUGGLES,
Secretary.

V.

DEED BY CECILIA NOTTBECK AND HUSBAND, OF PREMISES ON THE EASTERLY SIDE OF LAFAYETTE PLACE.

DATED, 2 AUGUST, 1855.
RECORDED, 7 AUGUST, 1855.
LIBER 694 OF CONVEYANCES, PAGE 32.

This Indenture made the second day of August one thousand eight hundred and fifty-five between Cecilia Nottbeck and Jean Nottbeck her husband of the City of St. Petersburgh in the empire of Russia, by Joshua Coit their Attorney duly authorized by a power of Attorney bearing date the twenty-eighth day of March one thousand eight hundred and fifty-five and recorded in the office of the Register of the City and County of New York, parties of the first part Daniel Lord of the City of New York one of the Executors of John Jacob Astor deceased party of the second part, and the Trustees of the Astor Library an Incorporation under the law of the State of New York parties of the third part **witnesseth, that whereas** the said John Jacob Astor in and by his last Will and Testament and by certain codicils thereto annexed executed and published in due form of law to pass real estate and duly admitted to probate by the Surrogate of the City and County of New York, did devise to the above named Cecilia Nottbeck

then Cecilia Langdon together with Eliza A. Langdon, Louisa Langdon, John Jacob Astor Langdon, Walter Langdon, Woodbury Langdon and Eugene Langdon or to such of them as should survive him certain real estate including the premises hereinafter described, To Have and To Hold to the said devisees in equal shares for their lives respectively, with remainder over, and the said testator in and by his said Will and Codicils further provided, that any person who should take an estate for life under the said Will might with the assent of one of his executors uniting in the Deed to manifest the same sell and convey in fee simple to the extent of one half in value of the lands devised to such life tenant in order to raise money for the improvement of the residue for which application of the money so to be raised such executor should make provision before giving such assent and his uniting in the deed should make the same an effectual conveyance to the parties accepting the same who should thereby be freed from seeing to the application of the purchase money.

And whereas the said John Jacob Astor Langdon departed this life before the death of the said testator, and the surviving devisees above named have procured partition of the said devised premises among themselves to be made pursuant to the provisions of the said Will and upon such partition the premises hereinafter described have been set apart to the said Cecilia Nottbeck in severalty, and the said Cecilia Nottbeck is thereby and by virtue of the said Will and Codicils entitled to an estate for life in severalty therein and the said hereinafter described premises do not exceed one half in value of the lands so devised to her **and whereas** the said Cecilia Nottbeck has under and by virtue of the above recited power and with the assent of the said party of the second part executor as aforesaid manifested by his uniting in this Deed, for that purpose bargained and agreed to sell and convey the premises hereinafter described to the party of the third part in order to raise money for the improvement of the residue of the lands devised to her, And the said party of the second part as such executor has before giving his consent thereto made provision for the application of the money to be raised upon such sale for improvement of such residue of the lands devised to her **now**

therefore this Indenture witnesseth, that the said Cecilia Nottbeck party of the first part, under and by virtue of the power in the said Will contained and above recited and with the assent of the said party of the second part executor as aforesaid manifested by his uniting herein for that purpose, and for and in consideration of the sum of Twenty thousand dollars lawful money of the United States of America the receipt whereof is hereby acknowledged, hath bargained, granted, sold and conveyed and hereby doth bargain, grant, sell and convey to the said parties of the third part their successors and assigns **All** those two certain lots pieces or parcels of ground situate lying and being in the fifteenth Ward of the City of New York which taken together are bounded as follows **Beginning** at a point on the Easterly side of Lafayette Place distant three hundred and eighteen feet and ten inches, Southerly from the Southeasterly corner of Astor Place and Lafayette Place on the North line of land of the Astor Library, thence running Easterly along the line of the land of the Astor Library one hundred and twenty feet thence Northerly and parallel with Lafayette Place fifty-two feet and six inches, thence Westerly along the Southerly line of the lot designated as Number 10 on the map hereinafter described one hundred and twenty feet to Lafayette Place, thence Southerly along Lafayette Place fifty-two feet and six inches to the place of beginning being parts of lots number 11 and 12 on a map of the lands belonging to the children of Mrs. D. Langdon made by Gardiner A. Sage City Surveyor April one thousand eight hundred and fifty-four and filed in the office of the Register of the City and County of New York, **Together** with all and singular the tenements hereditaments and appurtenances thereunto belonging, and the reversion and reversions rents issues and profits thereof **to Have and to Hold** to the said party of the third part their successors and assigns forever. **And** the said Jean Nottbeck one of the parties of the first part in consideration of the premises doth hereby consent to and unite in this conveyance and doth hereby remise and release to the parties of the third part, all right title and interest in and to the above described premises.

In witness whereof the parties hereto of the first part have hereto set their hands and seals by their Attorney aforesaid and

the party of the second part as such executor has hereto set his hand and seal for the purpose above recited the day and year above mentioned.

CECILIA NOTTBECK, and (SEAL)
JEAN NOTTBECK (SEAL)
by JOSHUA COIT, Att'y.
DANIEL LORD, Ex'or. (SEAL)

VI.

DEED BY LOUISA KANE AND HUSBAND OF PREMISES ON THE EASTERLY SIDE OF LAFAYETTE PLACE.

DATED, 7 AUGUST, 1855.
RECORDED, 18 SEPTEMBER, 1855.
LIBER 686 OF CONVEYANCES, PAGE 619.

This Indenture made the seventh day of August, one thousand eight hundred and fifty-five, **Between** Louisa Kane and Delancey Kane her husband of Newport in the State of Rhode Island, parties of the first part William B. Astor, John Jacob Astor Junior, Daniel Lord, Washington Irving and James Gallatin surviving Executors of the last Will and Testament of John Jacob Astor late of the City of New York Deceased, and trustees of the said Louisa Kane, under the provisions of the said Will and Codicils thereto, parties of the second part Daniel Lord one of the executors of the said John Jacob Astor of the third part and "The Trustees of the Astor Library" an Incorporation under the laws of the State of New York, parties of the fourth part **witnesseth**, That **whereas** the said John Jacob Astor, in and by his said last Will and Testament and by certain Codicils thereto annexed, executed and published in due form of law to pass real estate and duly admitted to probate by the Surrogate of the City and County of New York, did devise to the above named Louisa Kane, then Louisa Langdon, together with Eliza A. Langdon Cecilia Langdon, John Jacob Astor Langdon, Walter Langdon, and Woodbury Langdon and Eugene Langdon, children of his

daughter Mrs. Dorothea Langdon or to such of them as should survive him, certain real estate including the premises hereinafter described **To Have and To Hold** to the said devisees in equal shares for their lives respectively with remainder over. And the said Testator in and by his said Will and Codicils further provided that any person who should take an estate for life under the said Will might, with the assent of one of his executors uniting in the Deed to manifest the same sell and convey the same in fee simple to the extent of one half in value of the lands devised to such life-tenant in order to raise money for the improvement of the residue for which application of the money so to be raised such Executor should make provision before giving such assent and his uniting in the Deed should make the same an effectual conveyance to the parties accepting the same, who should thereby be freed from seeing to the application of the purchase money.

And whereas the said John Jacob Astor in and by the Sixth Codicil to his said Will, gave to the other Children of Mrs. Dorothea Langdon above named one half of the shares estate and interest in the lands which by the said Will and Codicils thereto, had been given as aforesaid to the said Louisa Langdon including the land hereinafter described and did in and by the said Codicil give to his executors the parties hereto of the first part, the other half of the said lands, in trust, to receive the rents, issues and profits thereof, for the life of the said Louisa, and to apply the same for her use, clear of any control debts or rights of her husband thereto with remainder over, and did further in and by the said Codicil authorize his daughter the said Dorothea Langdon to appoint and give to the said Louisa any part not exceeding in value, one half of the real and personal estate by the said Codicil taken from said Louisa and given to others. **And** whereas in a certain suit pending in the Court of Appeals of the State of New York wherein the said Louisa Kane by Alexander W. Bradford her next friend was complainant and appellant and William B. Astor, John Jacob Astor, Junior, Washington Irving, James Gallatin, Daniel Lord, and James G. King (since deceased) executors of the last Will and Testament of the said John Jacob Astor Dorothea A. Langdon, Robert Boreel and Sarah his wife, Walter Langdon, Wood-

bury Langdon, Eugene Langdon, Jean Nottbeck and Cecilia his wife, Delancey Kane, and Walter Kane, Delancey Kane Jr. and Nicholson Kane, infant children of the said Louisa Kane, were defendants and respondents it was by the Judgment of the said Court of Appeals adjudged and determined that the powers of leasing and of sale and of other powers, clauses and limitations which by the said Will or any codicil thereto were applicable to the real or personal estate given to the said Louisa Kane or her issue by the said Will or Codicils prior to the said sixth Codicil are and continue applicable to the same notwithstanding the changes of interest operated by the said sixth Codicil, and the said power of appointment and the said instrument in execution thereof or by any of them. And whereas the said John Jacob Astor Langdon, departed this life before the death of the said testator and the surviving devisees above named together with the said trustees of the said Louisa Kane have procured partition of the said premises among themselves to be made pursuant to the provisions of the said Will and upon such partition the premises hereinafter described have been set apart to the parties hereto of the second part in trust for the said Louisa Kane, in severalty during her life pursuant to the provisions of the said Will and Codicil and whereas such of the lands so devised to the said Louisa Kane for life as have been sold for the improvement of the residue under and by virtue of the aforesaid power including the hereinafter described premises, do not exceed one half in value of the lands so devised to her.

Now therefore this Indenture witnesseth that the said parties of the first and second parts under and by virtue of the power in the said Will contained and above recited, and with the assent of the said party of the third part, executor as aforesaid manifested by his uniting herein for that purpose and for and in consideration of the sum of Four hundred and seventy-six dollars lawful money of the United States of America, paid to the parties of the second part the receipt whereof is hereby acknowledged, have bargained sold and conveyed, and do hereby bargain sell and convey to the said parties of the fourth part, their snccessors and assigns All that certain piece, parcel or lot of ground situate lying and being

in the Fifteenth Ward of the City of New York, bounded as follows **beginning** at a point on the Easterly side of LaFayette Place distant two hundred and forty feet and one inch Southerly from the Southeasterly corner of Astor Place and Lafayette Place on the Northerly line of the lot designated as number "10" on a map of lands belonging to the children of Mrs. D. Langdon made by Gardiner A. Sage, City Surveyor April one thousand eight hundred and fifty four, and filed in the office of the Register of the City and County of New York, thence running Easterly along the said Northerly line of the said lot number "10" one hundred and twenty feet, thence Northerly and parallel with Lafayette Place one foot and three inches, thence Westerly and parallel with the said Northerly line of lot number "10" one hundred and twenty feet to Lafayette Place; thence Southerly along Lafayette Place one foot and three inches to the place of beginning being a part of lot number "9" on the map aforesaid; Together with all and singular the tenements and hereditaments thereto belonging and the reversion and reversions rents issues and profits thereof To Have and To Hold to the said parties of the fourth part their successors and assigns forever, **And** the said Delancey Kane one of the parties of the first part in consideration of the premises and of one dollar received by him doth hereby consent to and unite in this conveyance and doth hereby remise and release to the said parties of the fourth part, all his right title and interest in and to the above described premises.

In witness whereof the parties hereto of the first and second parts have hereto set their hands and seals and the party of the third part as such executor has hereto set his hand and seal for the purpose above recited on the day and year above mentioned.

LOUISA D KANE	(SEAL)
DELANCEY KANE	(SEAL)
WM B ASTOR	(SEAL)
WASHINGTON IRVING	(SEAL)
JAS GALLATIN	(SEAL)
DANIEL LORD	(SEAL)
J. J. ASTOR JR	(SEAL)
DAN. LORD, Ex'or etc	(SEAL)

VII.

DEED BY LOUISA KANE AND HUSBAND OF PREMISES ON THE EASTERLY SIDE OF LAFAYETTE PLACE.

DATED, 7 AUGUST, 1855.
RECORDED 18 SEPTEMBER, 1855.
LIBER 686 OF CONVEYANCES, PAGE 615.

This Indenture made the Seventh day of August one thousand eight hundred and fifty-five between Louisa Kane and Delancey Kane her husband of Newport in the State of Rhode Island parties of the first part Daniel Lord one of the Executors of John Jacob Astor late of the City of New York Deceased party of the second part and "The Trustees of the Astor Library" an incorporation under the law of the State of New York, parties of the third part.

Witnesseth That **whereas** the said John Jacob Astor in and by his last will and Testament, and by certain Codicils thereto annexed, executed and published in due form of law to pass real estate, and duly admitted to probate by the Surrogate of the City and County of New York, did devise to the above named Louisa Kane, then Louisa Langdon, together with Eliza A. Langdon Cecilia Langdon, John Jacob Astor Langdon Walter Langdon, Woodbury Langdon and Eugene Langdon, children of his daughter Mrs. Dorothea Langdon or to such of them as should survive him, certain real estate including the premises

hereinafter described. **To Have and To Hold** to the said devisees in equal shares for their lives respectively with remainder over And the said Testator in and by his said Will and Codicils, further provided that any person who should take an estate for life under the said Will might, with the assent of one of his executors uniting in the Deed to manifest the same sell and convey in fee simple, to the extent of one half in value of the lands devised to such life tenant in order to raise money for the improvement of the residue for which application of the money so to be raised such Executor should make provision before giving such assent, and his uniting in the Deed should make the same an effectual conveyance to the parties accepting the same, who should thereby be freed from seeing to the application of the purchase money **and** whereas the said John Jacob Astor in and by the sixth Codicil to his said Will, gave to the other children of Mrs. Dorothea Langdon above named one half of the shares estates and interest in the lands which by the said Will and the Codicils thereto, had been given as aforesaid to the said Louisa Langdon including the land hereinafter described and did in and by the said Codicil give to his executors, the parties hereto of the first part, the other half of the said lands, in trust, to receive the rents, issues and profits thereof for the life of the said Louisa, and to apply the same for her use clear of any control, debts or rights of her husband thereto with remainder over, and did further in and by the said Codicil authorize his daughter the said Dorothea Langdon to appoint and give to the said Louisa, any part not exceeding in value one half of the real and personal estate by the said Codicil taken from said Louisa and given to others. **And** whereas the said Dorothea Langdon after the death of the said John Jacob Astor did by an instrument in writing under the power conferred on her by the said Codicil appoint and give to the said Louisa one half of the real estate which by the said Codicil was taken from said Louisa and given to others **And** whereas in a certain suit pending in the Court of Appeals of the State of New York wherein the said Louisa Kane by Alexander W. Bradford her next friend was complainant and appellant and William B. Astor, John Jacob Astor, Junior, Washington Irving James Gallatin Daniel Lord, and James G. King (since deceased) Executors of the last Will

and testament of the said John Jacob Astor, Dorothea A. Langdon Robert Boreel and Sarah his wife Matthew Wilks and Eliza his wife Walter Langdon, Woodbury Langdon Eugene Langdon, Jean Nottbeck and Cecilia his wife Delancey Kane Junior and Nicholson Kane infant children of the said Louisa Kane now defendants and respondents it was by the Judgment of the said Court of Appeals adjudged and determined that the powers of leasing, and of sale, and of other powers clauses and limitations which by the said Will or any Codicil thereto were applicable to the real or personal estate given to the said Louisa Kane or her issues by the said Will and Codicil prior to the said Sixth Codicil, are and continue applicable to the same notwithstanding the changes of interest operated by the said sixth Codicil, and the said power of appointment and the said instrument in execution thereof, or by any of them. And whereas the said John Jacob Astor Langdon departed this life before the death of the said testator and the surviving devisees above named together with the said trustees of the said Louisa Kane have procured partition of the said premises among themselves to be made pursuant to the provisions of the said Will, and upon such partition, the premises hereinafter described have been set apart to the said Louisa Kane in severalty, and the said Louisa Kane is thereby and by virtue of the said Will and Codicils entitled to an estate as tenant for life in severalty therein, and whereas such of the lands so devised to the said Louisa Kane for life as have been sold for the improvement of the residue under and by virtue of the aforesaid power, including the hereinafter described premises, do not exceed one half in value of the lands so devised to her and whereas the said Louisa Kane has under and by virtue of the above recited power and with the assent of the said party of the second part, executor as aforesaid manifested by his uniting in this deed for that purpose bargained and agreed to sell and convey the premises hereinafter described to the party of the third part in order to raise money for the improvement of the residue of the lands so devised to her and the said party of the second part as such executor has before giving his consent thereto made provision for the application of the money so to be raised upon such sale for the improvement

of such residue of the lands so devised to her **Now therefore this Indenture witnesseth**, that the said Louisa Kane, party of the first part under and by virtue of the power in the said Will contained, and above recited and with the assent of the said party of the second part executor as aforesaid manifested by his uniting herein for that purpose and for and in consideration of the sum of Ten thousand dollars lawful money of the United States of America, the receipt whereof is hereby acknowledged, hath bargained, granted sold and conveyed and hereby doth bargain grant sell and convey to the said parties of the third part their successors and assigns **All** that certain piece parcel or lot of ground situate lying and being in the fifteenth Ward of the City of New York bounded as follows Beginning at a point on the Easterly side of Lafayette Place distant two hundred and sixty-six feet and four inches Southerly from the Southeasterly corner of Astor Place and Lafayette Place on the Northerly line of the lot of ground designated as number "11" on a map of lands belonging to the children of Mrs. D. Langdon, made by Gardiner A. Sage City Surveyor April one thousand eight hundred and fifty-four and filed in the Office of the Register of the City and County of New York thence running Easterly along the line of said lot number "11" one hundred and twenty feet thence Northerly and parallel with Lafayette Place twenty-six feet and three inches to the Southerly line of lot number "9" on the said map, thence Westerly along the Southerly line of said lot number "9" one hundred and twenty feet to Lafayette place thence Southerly along Lafayette Place twenty-six feet and three inches to the place of beginning; being a part of lot number "10" on the map aforesaid **Together** with all and singular the tenements hereditaments and appurtenances thereunto belonging and the reversion and reversions rents issues and profits thereof To have and to hold to the said parties of the third part their successors and assigns forever **and** the said Delancey Kane one of the parties of the first part in consideration of the premises doth hereby consent to, and unite in this conveyance and doth hereby remise and release to the parties of the third part all right title and interest in and to the above described premises. **In witness** whereof the said parties of the first part have hereto set their hands and seals, and the party of

the second part, as such executor has hereto set his hand and seal for the purpose above recited the day and year above mentioned.

LOUISA D. KANE	(SEAL)
DELANCEY KANE	(SEAL)
DANIEL LORD, Ex'or, etc.	(SEAL)

VIII.

EXTRACT FROM THE REPORT OF THE TRUSTEES OF THE ASTOR LIBRARY TO THE LEGISLATURE OF THE STATE OF NEW YORK FOR THE YEAR 1857.

DATED 27 JANUARY, 1858.

In former communications to the Legislature, accompanied by the reports of the superintendent, the trustees deemed it their duty, to express their convictions, that not only the convenience of the public, but the preservation and safety of the library absolutely demanded, that the books should not be lent out or taken from the library building, under any circumstances. Several years of practical experience in the management of the institution have fully confirmed them in this opinion. In a library of reference, intended for students, properly economical of time, and often coming from a distance for consultation, the necessity for every book required being always ready for examination without delay, must be apparent. The trustees have therefore deemed it proper and necessary, to prevent any further agitation of the subject by entering on their records a stipulation expressing those views in such a form as to furnish a pledge, not only to the public, but to every friend of learning, who may hereafter feel disposed to aid the library by donations or endowments.

A reference to their minutes will show, that at their meeting on the 29th of July, 1857:

"Mr. Astor stated, that the donations by him made, and some intended to be hereafter made, were on the understanding, that it was the settled and unchangeable basis of administering the library, that its contents should remain in the library rooms, for use by readers there, and should not be lent out or allowed to be taken from the rooms; and he requested, that the views of the board be freely and fully expressed." It was thereupon

> "*Resolved*, That the settled and unchangeable plan of administering the library is the one above expressed and understood by Mr. Astor; and that the donations in money, land and otherwise, received from Mr. Astor, and to be hereafter received from him, and from other friends of learning, are received and will be administered according to such plan, and not otherwise."

IX.

EXTRACTS FROM THE WILL AND CODICILS OF WILLIAM BACKHOUSE ASTOR.

WILL DATED, 17 JUNE, 1856.
CODICIL I. DATED, 25 APRIL, 1862.
CODICIL II. DATED, 22 DECEMBER, 1862.
CODICIL III. DATED, 26 JANUARY, 1865.
CODICIL IV. DATED, 30 JANUARY, 1865.
CODICIL V. DATED, 28 DECEMBER, 1866.
CODICIL VI. DATED, 1 FEBRUARY, 1868.
CODICIL VII. DATED, 19 DECEMBER, 1868.
CODICIL VIII. DATED, 28 MAY, 1869.
CODICIL IX. DATED, 2 JUNE, 1871.
ADMITTED TO PROBATE IN NEW YORK, 29 NOVEMBER, 1875.
RECORDED LIBER 237 OF WILLS, PAGE 9.

WILL.

Tenth. With the intent of furthering the purpose of my father in the establishment of a Public Library, which Library is now incorporated by the name of The Trustees of the Astor Library, I had determined to add to its endowment two hundred and fifty thousand dollars; and I have in pursuance of such purpose given to it lands adjacent to present site to the amount of thirty thousand four hundred and seventy-six dollars, and have also at several times heretofore advanced to it for the purchase of books, the improvement of the existing building and otherwise, considerable sums of money, and I contemplate further advances in the erection of an additional building,

(which I hope to complete in my life), and also in adding to the books forming the Library; Now I do further direct that it be ascertained by my executors what sums of money shall have been advanced by me towards the said Library, (of which entries in my books will give sufficient and authentic notice), without computing interest thereon, and if the amount of such advances including what may have been paid for the land and the new building shall fall short of two hundred and fifty thousand dollars, then I direct that the deficiency or balance short of that sum shall be made up to the said Library, first applying the same to complete the building and edifice now contemplated, if it shall not have been completed and paid for at my decease; and I give to the Trustees of the Astor Library such unpaid amount necessary to make up the full sum of two hundred and fifty thousand dollars to be applied to the purposes of that Institution as expressed in the Codicils to my father's Will.

CODICIL I.

Ninth. The balance of the legacy intended by me for The Astor Library in the Tenth Clause of my Will, I declare to be fifty-four thousand dollars; which, or the balance which shall be unpaid at my decease I direct to be paid in three equal annual instalments commencing the first payment one year from my decease.

CODICIL VIII.

First. I declare that the amount of balance now remaining unpaid of the bequests made to The Trustees of the Astor Library by the tenth Clause of my said original Will and referred to in the ninth clause of the said Codicil of April 25, 1862, is forty-nine thousand dollars, and in addition thereto I now give and bequeath to the Trustees of the Astor Library the further sum of two hundred thousand dollars payable in United States legal tender paper currency, or its equivalent, according to the direc-

tions of the said Codicil of January 30, 1865,* in three equal successive annual instalments, the first of which shall be payable at the expiration of *one year* from my death. I will and direct that this sum of two hundred thousand dollars be invested, kept and held by the said The Trustees of the Astor Library as capital or a permanent fund, the income of which shall be applied from time to time to the purchase of books and the maintenance of the Library with liberty however to the said Trustees to expend such portion, not exceeding in all twenty-five thousand dollars of the said capital sum of two hundred thousand dollars, as they shall deem fit, in the purchase of books for the library from time to time. And I will and direct that the investments to be from time to time made by the said The Trustees of the Astor Library of the said capital sum of two hundred thousand dollars, shall be in securities of such character as are now required by law for the investment of their funds.

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* This fourth codicil referred to is a direction to the Executors and Trustees as to the value and valuation to be by them made of money and property contemplated in the Will "as affected by the currency or standard of value or medium of payment."

X.

DEED OF GIFT BY JOHN JACOB ASTOR, JUNIOR, OF LOTS ADJOINING THE ASTOR LIBRARY SITE.

DATED, 5 DECEMBER, 1879.
RECORDED, 11 DECEMBER, 1879.
LIBER 1529 OF CONVEYANCES, PAGE 1.

This Indenture made the fifth day of December in the year of our Lord, one thousand eight hundred and seventy-nine **Between** John Jacob Astor of the City of New York and Charlotte Augusta his wife of the first part, and The Trustees of the Astor Library, a corporation created and existing under and by virtue of the laws of the State of New York of the second part: **Witnesseth,** That the said parties of the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm, unto the said party of the second part, and to its successors and assigns, forever, **All** those three certain lots pieces or parcels of land situate in the City of New York, which taken together are bounded and described as follows: that is to say: Beginning at a point on the Easterly side of La Fayette Place distant one hundred and sixty-one feet and four inches Southerly from the Southerly side of Astor Place, and running thence

Easterly at right angles to La Fayette Place one hundred feet, thence Southerly and parallel with La Fayette Place fifty-two feet and six inches, thence Easterly at right angles to La Fayette Place twenty feet, thence Southerly and parallel with La Fayette Place twenty-five feet, thence Westerly at right angles to La Fayette Place one hundred and twenty feet to the Easterly side of La Fayette Place, and thence Northerly along the said Easterly side of La Fayette Place seventy-seven feet and six inches to the place of beginning, being the same premises which were conveyed to the said John J. Astor by deed bearing date on the twenty-second day of April, eighteen hundred and seventy nine made by Philip Kissam.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

And also all the estate, right, title and interest, dower and right of dower, property, possession, claim and demand whatsoever as well in law as in equity, of the said party of the first part, of, in or to the above described premises, and every part or parcel thereof, with the appurtenances. **To Have and To Hold** all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, its successors or assigns, forever.

In witness whereof the parties aforesaid have hereunto set their hands and seals the day and year first above written.

J. J. ASTOR (SEAL)
C. A. ASTOR (SEAL)

XI.

DEED OF GIFT BY JOHN JACOB ASTOR, JUNIOR, OF No. 34 LAFAYETTE PLACE, NEW YORK CITY.

DATED, 10 MAY, 1888.
RECORDED IN NEW YORK REGISTER'S OFFICE, 10 MAY, 1888.
LIBER 2131 OF CONVEYANCES, PAGE 195.

This Indenture, made the tenth day of May, in the year one thousand eight hundred and eighty-eight, **Between** John Jacob Astor of the City of New York, party of the first part, and The Trustees of the Astor Library, a corporation located in the same city, parties of the second part, **Witnesseth**, That the said party of the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, to him in hand paid by the said parties of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm, unto the said parties of the second part, and to their successors and assigns, forever, **All** that certain lot, piece or parcel of land with the buildings thereon, situate, lying and being in the Fifteenth Ward of the City of New York, County and State of New York, known by the Street Number Thirty-Four (34), Lafayette Place, being more particularly bounded and described as follows, that is to say: Beginning at a point on the Easterly side of Lafayette Place, at the South-

westerly corner of the land now owned by the parties of the second part, such point of beginning being distant Three hundred and eighty-four feet two inches and three quarters of an inch or thereabouts Southwesterly from the corner formed by the Southerly side of Astor Place and the said Easterly side of Lafayette Place, and running thence Southwesterly along said Easterly line of Lafayette Place, Twenty-six feet four inches and one quarter of an inch to the exterior line of the northerly wall of the house formerly the dwelling house occupied by William B. Astor, now deceased, standing upon the premises Known as Number Thirty-two (32) Lafayette Place, and now the property of the said party of the first part, thence Easterly along the outer line or side of the said northerly wall of said house, and of a frame addition to said house, so as not to include any part of said wall, or of said addition, Seventy-six feet eleven inches and one quarter of an inch to the Northeasterly corner of said frame addition, thence Northwardly on a jog along the outer end of the Brick wall of the yard of the premises Number Thirty-two (32) Lafayette Place to the Northwesterly corner of that yard wall, thence Eastwardly along the outer and Northerly line of said wall of the yard of said premises Number Thirty-two (32) Lafayette Place, Thirty-three feet and four and a quarter inches or thereabouts to the Westerly line of the stable standing on the rear portion of the premises hereby conveyed, thence Southwardly twelve inches or thereabouts along the West wall of said stable, to the Southwesterly corner of said stable, thence Easterly along the outer line of the Southerly wall of said stable to the Southerly corner of said stable, thence Eastwardly in a straight line in continuation of the said outer line of said Southerly wall of said stable, Nine feet and nine and a half inches or thereabouts to a point being the Northeasterly corner of the yard of the said premises Number Thirty-two (32) Lafayette Place, as the same are now in possession and being also the South-easterly corner of the rear yard of the premises hereby conveyed the said point being distant in a straight line One hundred and fifty-five feet, two inches and one half an inch Eastwardly from said Easterly line of Lafayette Place, thence Northerly in a diagonal line along the rear line of the said rear yard of the premises hereby conveyed as now in possession Twenty-seven

feet one inch and three-quarters of an inch to the Northeasterly corner of the said rear yard, the same being a point distant in a straight line One hundred and fifty feet seven inches Eastwardly from said line of Lafayette Place and the said rear yard of the premises hereby conveyed, being an open space in the rear of the stable on said premises, about nine feet and a half of an inch in depth on its Southerly side, and about five feet one and a half inches in depth on its Northerly side, and from thence Westwardly along the Northerly line of the rear yard of the premises hereby conveyed, and thence along the Northerly side wall of the stable upon the premises hereby conveyed on the outer side of said wall until the said line meets the Southerly line of the premises now belonging to the said parties of the second part, and thence Westwardly along the said Southerly line of said premises now belonging to the parties of the second part, to the point or place of beginning, be the said several dimensions and distances respectively more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. **And also**, all the estate, right, title, and interest, property, possession, claim or demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the above described premises, and every part and parcel thereof, with the appurtenances, **To Have and To Hold** all and singular the above mentioned and described premises, together with the appurtenances, unto the said parties of the second part, their successors and assigns, forever.

J. J. ASTOR (SEAL)

XII.

EXTRACTS FROM THE WILL OF JOHN JACOB ASTOR, JUNIOR.

WILL DATED, 6 JANUARY, 1888.
ADMITTED TO PROBATE IN NEW YORK, 26 FEBRUARY, 1890.
RECORDED LIBER 429 OF WILLS, PAGE 287.

Third. I give to the Corporation known as The Trustees of the Astor Library, from my personal estate the sum of four hundred thousand dollars to be paid at the expiration of two years from my death, and to be invested and kept invested by said corporation in any stocks or securities, or property of any other description whatsoever either real or personal, in the discretion of the Trustees of the said Corporation styled The Trustees of the said Astor Library. **And** I will and direct that the net income of the said fund of four hundred thousand dollars, from time to time be applied to and be expended in the purchase of books to be added to the Library, and not to be used for the payment of or for the increase of salaries of officers or employees, nor for the purchase of furniture, or other current expenses, nor for any other purpose than the purchase of, or binding of books

And I will and declare that the special declarations above contained in this third article in relation to the investment of said bequest as a permanent fund and the application of the income thereof as aforesaid are not to be so construed as to create any trust not legally permissible, nor so as to impair the legal owner-

ship and control of the fund and its income and proceeds by the corporation, as fully as may be legally necessary to the validity of the bequest to it of the sum aforesaid.

Fourth. I give and bequeath to the said Corporation known as The Trustees of the Astor Library the further sum of fifty thousand dollars; and I request that this sum be, by said Corporation, invested and kept invested as a permanent fund and that the net income thereof be applied to paying the Trustees of said Corporation from time to time fees or allowances for attending the meetings of such Trustees, at the rate of ten dollars to each attending Trustee at each meeting, and that, if and as there may be an accumulation of such fund after making such payments so as to permit the raising of the rate of such regular fees or allowances, and the payment thereof out of the net income of such fund without trenching upon the capital, the rate of such regular fees or allowances may be raised from time to time by resolution of the Board of Directors to such extent as they in their discretion may deem fit, and as the net income of the fund without trenching upon the capital may suffice to pay. **And** I will and declare that the special declarations above contained are not to be so construed as to create any trust not legally permissible, nor so as to impair the legal ownership and control of the fund and its income and proceeds by the corporation as fully as is legally necessary to the validity of the bequest to it of the sum aforesaid.

XIII.

EXTRACTS FROM THE WILL AND CODICILS OF WILLIAM ASTOR.

WILL DATED, 12 JANUARY, 1882.
CODICIL I. DATED, 2 NOVEMBER, 1882.
CODICIL II. DATED, 13 DECEMBER, 1884.
CODICIL III. DATED, 15 MARCH, 1886.
CODICIL IV. DATED, 6 JUNE, 1888.
CODICIL V. DATED, 27 JUNE, 1890.
CODICIL VI. DATED, 12 NOVEMBER, 1891.
ADMITTED TO PROBATE IN NEW YORK, 26 JULY 1892.
RECORDED LIBER 473 of WILLS, PAGE 207.

ARTICLE NINTH.

Item 3. I give to the Trustees of the Astor Library to be held as an endowment fund the sum of Fifty thousand Dollars, the income to be applied for the corporate uses of said Society.

ARTICLE FIFTEENTH.

It is my will and intention that neither my brother Henry Astor or his issue shall as heirs at law or next of kin receive any portion of my estate and any such portion to which he or they would in any contingency be entitled to I give to the Trustees of the Astor Library for the corporate purposes of the said Institution.

Documents Relating to The Trustees of the Lenox Library.

XIV.

ACT OF INCORPORATION AS AMENDED.

An Act to Incorporate The Trustees of the Lenox Library.*

PASSED, 20 JANUARY, 1870;
LAWS OF 1870, CHAPTER 2.
AMENDED, 19 MARCH, 1892;
LAWS OF 1892, CHAPTER 166.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section i. James Lenox, William H. Aspinwall, Hamilton Fish, Robert Ray, Alexander Van Rensselaer, Daniel Huntington, John Fisher Sheafe, James Donaldson, and Aaron B. Belknap, and their successors, are hereby created and declared to be a body corporate by the name and style of "The Trustees of the Lenox Library", by which name they and their successors may sue and be sued, plead and be impleaded, contract and be contracted with, and be known in all courts and places whatever; and may also have a common seal, and alter the same at pleasure.

Section ii. The direction and management of the affairs of the said Corporation, and the control and disposal of its property and funds shall be vested in the said trustees and their successors. The number of such trustees shall be nine, *but the trustees may, by a two-thirds vote of those present at any*

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* The Amended portions of the Act are here printed in Italic Type.

regular meeting, increase the same to a number not exceeding twenty-four. The said Trustees are hereby empowered:

1. To receive from the said James Lenox, his collection of manuscripts, printed books, engravings, and maps, statuary, paintings, drawings, and other works of art; also, the sum of Three hundred thousand Dollars, to be used for the establishment of a public library in the City of New York, and such real estate as he may convey for a site for the same in the Nineteenth ward of the said city in the vicinity of Central Park; which site, with its appurtenances, the said Corporation is hereby empowered to take and hold in fee simple for the purposes of the said library, and to be applied and used in connection with the same, and for no other purpose.

2. To expend a portion not exceeding two-thirds of such sum above referred to, in erecting upon the said site a building suitable for a public library, and in the purchase of furniture and other things appertaining to a library for general use.

3. To invest the residue of said sum for maintaining and gradually increasing the said library; and to defray the necessary expenses of taking care of the same, and of the accommodation of persons consulting the library; and in case the income of the fund shall, at any time, exceed the amount which the said Trustees may find useful to expend for the purposes above named and particularized, then to expend such surplus in procuring public lectures to be delivered in connection with the library upon useful subjects of Science, History, Literature and the Fine Arts; or in promoting in any other mode the objects of the institution as above expressed; or, if it become necessary, in increasing the capacity of the building.

4. To direct the expenditure of the funds, and the investment, safe-keeping and management thereof, and of the property and effects of the said corporation; also to make such ordinances and regulations, from time to time, as the trustees may think proper for the good order and convenience of those who may resort to the library, or use the same; to make such By-Laws as may be necessary and convenient in conducting the business of the said corporation; to appoint, direct, control, and at their pleasure remove a superintendent of the library and all librarians and other persons necessary to be employed about the same;

and in general, to have and use all powers and authority necessary for promoting the objects of the institution.

Section iii. The library shall be accessible at all reasonable hours during the day, for general use, free of expense to persons resorting thereto, subject only to such control and regulations as the said trustees, from time to time, may exercise and establish for general convenience.

Section iv. All investments of the funds of the said corporation shall be made in bonds secured by mortgage of productive real estate in the cities of New York and Brooklyn, or in the public debt of the United States, or of the State of New York, or of the cities of New York or Brooklyn, or portions thereof in any of these ways; except that, in the investment in said public debts, preference shall be given according to the order in which they are hereinabove named.

Section v. The said corporation shall be subject to the visitation of the Supreme Court of this State for the purpose of preventing any mismanagement, waste or breach of trust.

Section vi. *At the first regular meeting held after the passage of this act* the trustees shall fix the time for an annual election of trustees. They shall also, by lot or otherwise, divide themselves into three equal classes; the trustees who shall be in the first class shall serve until, their terms of office shall cease and determine at the first annual election appointed to be held thereafter; those in the second class shall serve for one year longer, and those in the third class for two years longer, when their terms of office shall also cease and determine. At each annual election one-third of the full number of trustees shall be elected to serve for three years. At the same time the trustees shall elect one of their number to preside over the Board, who shall hold office for one year. Any vacancy in the number of trustees occurring from any cause may be filled at any time by a vote of two-thirds of the remaining trustees.*

The trustees may appoint and at any time remove a secretary and any other officers whom their business may require. The acts of a majority of the trustees at any meeting duly notified according to the By-Laws shall be valid. The trustees shall not receive any compensation for their services except that if

* The amendatory act, passed 19 March, 1892.

any one of their number shall at any time be superintendent he may receive compensation as such.

Section vii. The said corporation may take and hold any additional donations, grants, devises or bequests, subject to all the provisions of the law relating to devises or bequests by last will and testament, which may be made in further support of the said library and its collections, or of the lectures on literary and scientific objects connected therewith.

Section viii. The property, real and personal, of the said corporation, shall be exempt from taxation in the same manner as that of the other incorporated public libraries of this state. And it shall be the duty of the said trustees to effect such insurance as can be obtained upon the said buildings and library, and other property against loss by fire, or otherwise, and pay the expense thereof out of the fund mentioned in the third subdivision of section second of this act.

Section ix. The said trustees shall, in the month of January, in each year, make a report to the legislature for the year ending on the thirty-first day of December preceding, of the condition of the said library, of the funds and other property of the corporation, of its receipts and expenditures during such year.

Section x. This corporation shall possess the general powers and be subject to the provisions, restrictions and liabilities contained in the third title of the eighteenth chapter of the first part of the revised statutes.

Section xi. This act shall take effect immediately.

XV.

DEED BY JAMES LENOX OF THE LENOX LIBRARY SITE.

DATED, 17 MARCH, 1870.*
RECORDED 10 AUGUST, 1870.
LIBER 1154 OF CONVEYANCES, PAGE 230.

This Indenture, made the seventeenth day of March, in the year of Our Lord One thousand eight hundred and seventy, **between** James Lenox, of the City of New York, Gentleman, of the first part, and The Trustees of the Lenox Library, of the second part.

Witnesseth: That the party of the first part for and in consideration of the sum of ten dollars, lawful money of the United States of America to him in hand paid by the said parties of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said parties of the second part, their successors for ever released and discharged from the same by these presents. **Hath** granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents **Doth** grant, bargain, sell, alien, remise, release, convey and confirm unto the said parties of the second part, and to their successors and assigns forever.

All those ten certain lots pieces or parcels of land, situate lying and being adjacent to each other on the Easterly side

* This Conveyance was formally accepted by the Board of Trustees on April 17th, 1870.

of the Fifth Avenue in the Nineteenth Ward of the City of New York, and taken together are bounded as follows: **Beginning** on the Easterly side of the Fifth Avenue, at the corner formed by its intersection with the northerly side of Seventieth Street, and running thence Northwardly along the Easterly side of the Fifth Avenue Two hundred feet and ten inches to the Southerly side of Seventy-first Street. Thence Eastwardly along the Southerly side of Seventy-first Street One hundred and twenty-five feet; thence Southwardly parallel with the Fifth Avenue, Two hundred feet and ten inches, to the Northerly side of Seventieth Street, and thence Westwardly along the same one hundred and twenty-five feet to the place of beginning:

Together with all and singular the tenements hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof. **And also** all the estate, right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity of the said party of the first part, of in and to the same, and every part and parcel thereof with the appurtenances.

To have and to hold, the above granted bargained, and described premises, with the appurtenances unto the said parties of the second part, their successors and assigns to their own proper use, benefit and behoof for ever.

And the said James Lenox for himself his heirs executors and administrators, doth covenant, grant and agree to and with the said parties of the second part their successors and assigns that the said James Lenox at the time of the ensealing and delivery of these presents is lawfully seized in his own right of a good, absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above granted, bargained, and described premises, with the appurtenances, and hath good right, full power, and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid. **And** that the said parties of the second part their successors and assigns shall and may at all times hereafter peaceably and quietly have, hold, use, occupy, possess and enjoy the above granted premises, and every part and parcel thereof with the appurtenances, without

any let, suit, trouble, molestation, eviction or disturbance of the said party of the first part, his heirs or assigns, or of any other person or persons lawfully claiming or to claim the same. **And** that the same now are free, clear, discharged, and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, and encumbrances of what nature or kind soever. **And also** that the said party of the first part and his heirs, and all and every other person or persons whatsoever lawfully or equitably deriving any estate, right, title or interest of in or to the hereinbefore granted premises, by, from, under, or in trust for him or them, shall and will at any time or times hereafter upon the reasonable request, and at the proper costs and charges in the law of the said parties of the second part, their successors, and assigns make, do and execute, or cause, or procure to be made done, and executed all and every such further and other lawful and reasonable acts, conveyances, and assurances in the law, for the better and more effectually vesting and confirming the premises hereby intended to be granted, in and to the said parties of the second part, their successors and assigns forever, as by the said parties of the second part, their successors or assigns, or their counsel learned in the law shall be reasonably devised, advised or required. **And** the said James Lenox for himself and his heirs, the above described and hereby granted and released premises, and every part and parcel thereof with the appurtenances unto the said parties of the second part, their successors and assigns against the said party of the first part, and his heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will **warrant** and by these presents forever **defend**.

And the said parties of the second part for themselves their successors and assigns do covenant, promise and agree to and with the said party of the first part his heirs and assigns that they will not at any time hereafter erect, make, establish, or carry on or suffer to be erected, made, established, or carried on, in any manner, on any part of the above described and hereby granted premises, any livery stable, railroad depot, slaughter-house, tallow-chandlery, steam engine, smith's shop, forge-furnace, brass foundry, nail, or other iron factory; or any

manufactury for the making of glass, glue varnish, vitriol, ink or turpentine, or for the tanning dressing preparing or keeping of skins, hides, or leather; or any theatre, opera-house, brewery, distillery; molasses, or sugar refinery, lager beer, or concert saloon; or any manufactury trade or business whatever which may be in any wise noxious or offensive to the neighboring inhabitants.

In witness whereof, the said party of the first part to these presents hath hereunto set his hand and seal; and the said parties of the second part have caused their common seal to be hereunto affixed, the day and year first above written.

JAMES LENOX (SEAL)

(CORPORATE SEAL) By order of the
TRUSTEES OF THE LENOX LIBRARY,
AARON B. BELKNAP,
Secretary.

XVI.

EXTRACT FROM THE WILL OF FELIX ASTOIN.

WILL DATED, 24 MARCH, 1883.
ADMITTED TO PROBATE IN NEW YORK, 29 FEBRUARY, 1884.
RECORDED LIBER 326 OF WILLS, PAGE 6.

Third. I do give and bequeath to "The Trustees of the Lenox Library", in the City of New York, all and singular my collection and library of printed books, engravings and maps not herein otherwise disposed of, and which are contained in said my house Number 5 West Ninth Street in the City of New York.

XVII.

EXTRACT FROM THE WILL OF HENRIETTA A. LENOX.

WILL DATED, 29 JULY, 1881.
CODICIL I. DATED, 14 DECEMBER, 1883.
CODICIL II. DATED, 27 APRIL, 1885.
CODICIL III. DATED, 19 APRIL, 1886.
ADMITTED TO PROBATE, IN NEW YORK, 27 APRIL, 1887.
RECORDED, LIBER 379 OF WILLS, PAGE 424.

Sixth. I give and devise to the Lenox Library of the City of New York, all that certain piece or parcel of land, situate, lying and being in the City of New York, and bounded and described as follows, viz:

Beginning at a point in the northerly line of Seventieth Street, distant one hundred and twenty-five feet easterly from the corner formed by the intersection of the easterly line of Fifth Avenue with the northerly line of Seventieth Street, running thence easterly along the northerly line of Seventieth Street, two hundred and ninety-five feet to the westerly line of Madison Avenue, thence northerly along the westerly side of Madison Avenue, to the southerly line of Seventy-first Street, thence westerly along the southerly line of Seventy-first Street, two hundred and ninety-five feet, to the northerly boundary line of land now of said Lenox Library, and thence southerly along said boundary line and parallel with Fifth Avenue to the point or place of beginning. **To have and To hold** said property for ever for the uses and purposes of said Library.

But this devise is upon the express condition that no buildings of any description except an addition to, or extension of the present library building shall at any time be erected, or permitted to be erected upon that portion of the above devised property lying westerly of a line parallel with Madison Avenue and one hundred feet westerly therefrom.

I also give and bequeath to the Lenox Library, the sum of one hundred thousand dollars, to be applied to the purchase of books only.

XVIII.

EXTRACT FROM THE WILL OF JOSEPH W. DREXEL.

WILL DATED, 15 JUNE, 1877.
CODICIL DATED, 2 JUNE, 1887.
ADMITTED TO PROBATE IN NEW YORK, 12 APRIL, 1888.
RECORDED LIBER 400 OF WILLS, PAGE 407.

First. ——— I give and bequeath to The Trustees of the Lenox Library, in the City of New York, all that portion of my library which consists of works relating to the science of Music, also all musical compositions and treatises or other works on musical subjects. This gift is made upon the express condition that the said Trustees of the Lenox Library shall sign and deliver to my executors hereinafter named, a written acceptance of the said portion of my library, and an agreement to keep the same separated from all other books or collections of books, and to preserve the same in separate shelves or cases to be labeled "Drexel Musical Library." * In case said Trustees of the Lenox Library shall not accept, or if accepting they shall not maintain the said portion of my library in the manner indicated, then I give and bequeath the same, on the same conditions, to the Astor Library, in the City of New York, and should the Astor Library refuse to accept the same, or, having accepted neglect or omit to maintain the same separately from other books, and in the manner hereinbefore specified, then I give and bequeath the said portion of my Library to the Mercantile Library Company of the City of Philadelphia.

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* On June 7th, 1888, the Board of Trustees formally declared their acceptance of this legacy, on the conditions stated in Mr. Drexel's will.

XIX.

EXTRACTS FROM THE WILL OF MARGARET WOLFE DUYCKINCK (WIDOW OF EVERT A. DUYCKINCK).

WILL DATED, 10 JUNE, 1885.
ADMITTED TO PROBATE IN NEW YORK, 9 JUNE, 1890.
RECORDED LIBER 435 OF WILLS, PAGE 285.

Second. I give and bequeath to "The Trustees of the Lenox Library", a body corporate in said City of New York, and incorporated by the Legislature of the State of New York on or about January 20th, 1870, all the printed books, manuscripts, volumes and loose engravings I own, the same being chiefly collected by my late husband, Evert A. Duyckinck, deceased, and bequeathed to me by him, and I also give and bequeath to the said "Trustees of the Lenox Library" the large portrait of my said husband, and that of his brother George L. Duyckinck, now hanging in my parlor.

Seventh. All the rest, residue and remainder of my estate, both real and personal of every nature, kind and description, and wherever situated, I give, devise and bequeath unto my Executors and the survivors and survivor and such of them as shall qualify and act for the time being, **In Trust**, nevertheless, for the uses and purposes following that is to say:

To invest and keep invested the personal property, or the proceeds thereof, in such securities as I shall leave the same invested, or upon Bond and Mortgage upon real estate worth double the amount loaned, or in stock of the State or City of New York, or in securities which in the opinion of my executors

are equally safe, and in case of the sale of any of my real estate as hereinafter provided the proceeds thereof in the same manner: to let or lease said real estate or any part thereof during the lifetime of Mrs. Emma Black, for any term or terms not exceeding two years, to sell and dispose of any or all of my real estate, at such time or times as they shall deem beneficial and advantageous to my estate, and to collect and receive the rents, issues, income, dividends and interest of said residuary real and personal estate, and to use and apply the same during the lifetime of Emma L. Black (formerly Emma L. Panton as aforesaid) as follows:

To pay, deduct and retain so much thereof as shall be required to pay all taxes, assessments and croton water rents, and all amounts necessary for premiums of insurance and keeping my improved property in ordinary repair, and to pay thereout all other necessary expenses in the management of my estate, and to apply the net residue of the income of my said residuary real and personal estate, as follows:

To pay Emma L. Black (formerly Emma L. Panton as aforesaid) the sum of Two thousand Dollars ($2,000.) per annum in quarter yearly payments, commencing from the day of my death, during her natural life.

And for the same period to pay to Mary C. Bowen, wife of Charles B. Bowen of Louisville Kentucky, for her sole and separate use, the sum of Five hundred Dollars ($500), in quarter yearly payments commencing from the day of my death, and to pay to Margaret Tilden, widow of Joshua Tilden, the sum of Five hundred Dollars ($500.) in quarter yearly payments commencing from the time of my death; and also to pay to Ann O'Rourke (a domestic in my family for over thirty years) the sum of Three hundred Dollars ($300.) in quarter yearly payments, commencing from the time of my death; and also to pay to Mary E. Newman, widow of Clement D. Newman, late of the City of Brooklyn, the sum of Five hundred Dollars ($500) for the benefit of the said Mrs. Mary E. Newman, and her family to be paid in quarter yearly payments commencing from the time of my death, and all the rest, residue and remainder of the said net income, which may arise by reason of the death of beneficiaries either before me or before the death of the said Emma

L. Black, or otherwise, my said Executors and Trustees shall pay to said Emma L. Black, during her life as aforesaid.

Eighth. At the death of said Emma L. Black, I give, devise and bequeath all my residuary estate, both real and personal, (both that held in trust as hereinbefore directed by my executors and trustees, and any and all that I may in any way be entitled to) to "The Trustees of the Lenox Library" for the benefit and support of the Library and other objects for which said corporation was established, upon condition that the said corporation shall promise and agree to and with my executors, to continue to pay to the beneficiaries named in the seventh provision of this my will, who shall be living at the time of the death of said Emma L. Black, the several sums or annuities I have therein directed my executors to pay them, and in the same manner for the time of their natural lives.

Ninth. If for any reason the said Trustees of the Lenox Library should so prefer, or my executors and trustees should consider it advisable so to do, for the purpose of carrying out my wishes in respect to said beneficiaries living at the time of the death of said Emma L. Black, I expressly authorize and empower my said executors and trustees on the death of the said Emma L. Black, to appropriate and use so much of my said residuary estate, as may be necessary for the purchase of annuities of the amount indicated by the said seventh provision of this my Will for such beneficiaries as may then be living for the term of their natural lives, and in the event of such annuities being so purchased, I give and devise all my residuary estate of every kind and nature to "The Trustees of the Lenox Library" as stated in the Eighth provision of this my Will, free of the condition therein stated.

Tenth. The provisions of this my will for "The Trustees of the Lenox Library" have been made by me as a memorial of my husband, Evert A. Duyckinck, and his brother George L. Duyckinck, and in accordance with my husband's intentions and instructions to me. I trust the spirit of him whose love for literature prompted the gift, will be remembered in its use, and aid its benefits.

XX.

EXTRACTS FROM THE WILL AND CODICILS OF MARY STUART (Widow of Robert L. Stuart).

Will dated, 18 January, 1887.
Codicil I. dated, 15 November, 1887.
Codicil II. dated, 23 November, 1889.
Codicil III. dated, 26 April, 1890.
Admitted to Probate in New York, 5 April, 1892.
Recorded Liber 469 of Wills, page 101.

WILL.

Twenty-fourth. I give, devise and bequeath one equal one half part, of all the rest, residue and remainder of my estate, real and personal, to the following named corporations and institutions:

The American Bible Society.

The Board of Foreign Missions of the Presbyterian Church, in the United States of America, incorporated by an Act of the Legislature of the State of New York.

The Board of Home Missions of the Presbyterian Church in the United States of America, incorporated by an Act of the Legislature of the State of New York.

The Presbyterian Hospital in the City of New York, situated on Madison Avenue, between 70th and 71st Streets, incorporated by the Legislature of the State of New York.

The Lenox Library in the City of New York, situated on Fifth Avenue, between 70th and 71st Streets.

The Theological Seminary of the Presbyterian Church, located at Princeton, New Jersey.

The Board of Church Erection Fund of the General Assembly, of the Presbyterian Church in the United States of America, Incorporated by the Legislature of the State of New York.

The one-half of such rest, residue and remainder of my estate, to be equally divided among and between the seven corporations and institutions mentioned in this twenty-fourth clause of my Will, share and share alike.

Twenty-sixth. If any of the Corporations and institutions named in this will, shall be unable to take and hold the devise or bequest, of a proportional part of my said residuary estate, as herein provided, or any part thereof, then such legacy or the residue thereof, over and above the amount, which said corporation or institution is permitted by law to take and hold, shall be paid over to, and be divided among the several other corporations and institutions, to whom the rest, residue and remainder of my estate is given, by the Twenty-fourth and Twenty-fifth clauses of this my Will, and to and among such of them as can take and hold the same in the shares and proportions, and according to the amount of the respective and particular legacy or bequest given to such last named corporation or institution, and in augmentation of such legacy or bequest. And if for any cause either of the corporations or institutions named in this my Will, anterior to the Twenty-fourth Clause thereof, and to whom specific sums are bequeathed by me, cannot take said bequests, or said gifts should fail to take effect, then the amount of such bequests so failing shall fall into and form a part of my residuary estate, devised and bequeathed by the Twenty-fourth and Twenty-fifth Clauses of my Will. It being my intention to leave no portion of my estate undisposed of by this my will.

CODICIL I.

Second. I give and bequeath to The Trustees of the Lenox Library, a corporation located in the City of New York, all and singular the books and manuscripts of every name and nature and upon all subjects now contained in my library, or which may be found in any part of my residence at the time of my decease. Also all works of art, paintings, pictures, etchings, engravings,

statuary, bronzes, vases, tapestry, and all other articles of vertu of every name and nature, that may be found in my dwelling at the time of my decease. Also all the minerals, shells and other specimens and objects illustrative of natural history in any of its departments, in my dwelling house at the time of my death, and especially all the objects and things contained within the cases, or resting thereupon, arranged around the walls of the picture gallery in my house, together with the cases themselves. **To Have and To Hold** the same to the uses and purposes of the said Lenox Library absolutely and forever subject, nevertheless, to the conditions following.

1st. The said Trustees shall as soon as said books, paintings, pictures, minerals, shells and all other things mentioned in this second clause of this First Codicil to my Will, are delivered to them by my executors, proceed to catalogue, arrange and appropriately place the same in a separate room or compartment of the Lenox Library Building and the collection so catalogued, arranged and set apart, shall be known as the "Robert L. Stuart Collection" They shall be catalogued separate and distinct from other collections in said Library contained, or in a separate section of any general catalogue of the said Lenox Library, which may be published, and shall be designated in said general or special catalogue as "The Robert L. Stuart Collection, the gift of his widow Mrs. Mary Stuart".

2nd. Should there be no separate room or compartment in said Lenox Library in which the said books, pictures, minerals and shells and other objects above mentioned can be placed so that they can be viewed by the public to advantage, then the condition of this bequest, is that the said Trustees shall proceed with all convenient speed, but not later than twelve months from the date of my death to erect a wing or extension to their present building, and which shall be a fire proof structure suitable in every way for the reception and proper exhibition of the said books and pictures and other objects and things above mentioned. That the said wing or extension shall always be kept in good condition and repair so that the property may be properly preserved, and that the said books, paintings, and other objects and things, shall be maintained therein in the manner provided in the first subdivision of this clause.

3d. It is a further condition of this bequest that the said books, paintings, and other things above mentioned, shall be exhibited to the public free of charge at all reasonable times, subject however, to such rules and restrictions as The Trustees of the Lenox Library may see fit to prescribe for the protection and preservation of the property, and of the rare and valuable books and objects embraced within the things above given.

4th. It is a condition to this gift and to its efficiency that the books, pictures, and other things above mentioned and hereby bequeathed, shall never be exhibited by the Trustees of the Lenox Library on the Lord's Day.

5th. It is a further condition to this gift and to its efficiency that "The Trustees of the Lenox Library" shall within ninety days after my decease notify my executors in writing through their proper officers, and under the seal of the Corporation, that they accept this bequest and will comply with the conditions thereof above expressed.*

6th. A failure of the said Trustees to comply with the conditions contained in the Fifth subdivision above, shall work a forfeiture of this bequest, and the said property shall thence and thereafter form a part of my residuary estate and be disposed of thereby.

CODICIL III.

To provide for the possible contingency of the Trustees of the Lenox Library not being able within ninety days after my decease, to notify my Executors in writing, through their proper officers, under the seal of the Corporation, that they accept the bequest contained in the second clause of the said First Codicil to my Will, and will comply with the conditions thereof, by the reason of the absence of any such officers from this country, or for any other reason, it is my will that such notice may be given at any time within ninety days after probate of my Will, with

* On January 8th, 1892, the Board of Trustees formally accepted this gift with the conditions specified in Mrs. Stuart's will.

like effect in all respects as if given within ninety days after my decease; and likewise in case any of my executors fail to qualify within three months after my decease, it is my Will that they may qualify within three months after probate of my will, with like effect in all respects as if within three months after my decease.

Documents Relating to The Tilden Trust.

XXI.

EXTRACTS FROM THE WILL OF SAMUEL J. TILDEN.

WILL DATED, 23 APRIL, 1884.
ADMITTED TO PROBATE IN WESTCHESTER CO., 20 OCTOBER, 1886.
RECORDED LIBER 103 OF WILLS, PAGE 130.

Thirty-fifth. I request my said Executors and Trustees to obtain as speedily as possible from the Legislature an Act of incorporation of an institution to be known as the Tilden Trust, with capacity to establish and maintain a free library and reading room in the city of New York, and to promote such scientific and educational objects as my said Executors and Trustees may more particularly designate. Such corporation shall have not less than five trustees, with power to fill vacancies in their number; and in case said institution shall be incorporated in a form and manner satisfactory to my said Executors and Trustees during the lifetime of the survivor of the two lives in being, upon which the trust of my general estate herein created is limited, to wit: the lives of Ruby S. Tilden and Susie Whittlesey, I hereby authorise my said Executors and Trustees to organize the said corporation, designate the first trustees thereof, and to convey to or apply to the use of the same the rest, residue and remainder of all my real and personal estate not specifically disposed of by this instrument, or so much thereof as they may deem expedient, but subject nevertheless to the special trusts herein directed to be constituted for particular persons, and to the obligations to make and keep good the said special trusts, provided that the said corporation shall be authorised by law to assume such obligation.

But in case such institution shall not be so incorporated dur-

ing the lifetime of the survivor of the said Ruby S. Tilden and Susie Whittlesey, or if for any cause or reason my said Executors and Trustees shall deem it inexpedient to convey said rest, residue and remainder or any part thereof or to apply the same or any part thereof to the said institution, I authorise my said Executors and Trustees to apply the rest, residue and remainder of my property, real and personal, after making good the said special trusts herein directed to be constituted, or such portions thereof as they may not deem it expedient to apply to its use, to such charitable, educational and scientific purposes as in the judgment of my said Executors and Trustees will render the said rest, residue and remainder of my property most widely and substantially beneficial to the interests of mankind.

Thirty-sixth. I hereby authorise my said Executors and Trustees to reserve from any disposition made by this will, such of my books as they may deem expedient, and to dispose of the same in such manner as in their judgment would have been most agreeable to me; and in such case any of my illustrated books or books of art should be given to or to the care of the institution described in this will, my said Executors and Trustees shall make suitable regulations to preserve the same from damage and to regulate access thereto. And such disposition shall be subject to such instructions as I may hereafter in writing give to my said Executors and Trustees.

Thirty-seventh. In case at any time during the trust embracing my general estate any interest in any special trust hereby directed to be constituted shall lapse or no disposition of such interest contained in this instrument shall be effectual to finally dispose of the same, such interest shall go to my said Executors and Trustees to be disposed of under the provisions of this will; or if the said general trust shall have ceased but a corporation designated as the Tilden Trust shall be in operation, such interest shall go to the said corporation.

Thirty-ninth. I hereby devise and bequeath to my said Executors and Trustees, and to their successors in the trust hereby created and to the survivors and survivor of them, all the rest and residue of all the property real and personal, of whatever name or nature, and wheresoever situated, of

which I may be seized or possessed, or to which I may be entitled at the time of my decease which may remain after instituting the several trusts for the benefit of specific persons; and after making provision for the specific bequests and objects as herein directed. **To Have and To Hold** the same unto my said executors and trustees and to their successors in the trust hereby created, and the survivors and survivor of them in trust, to possess, hold, manage and take care of the same during a period not exceeding two lives in being; that is to say, the lives of my niece Ruby S. Tilden and my grand niece Susie Whittlesey and until the decease of the survivor of the said two persons, and, after deducting all necessary and proper expenses, to apply the same and the proceeds thereof to the objects and purposes mentioned in this my will.

XXII.

MEMORIAL FOR A CHARTER.

MEMORIAL OF THE EXECUTORS AND TRUSTEES OF THE ESTATE OF THE LATE SAMUEL J. TILDEN, TO THE LEGISLATURE OF THE STATE OF NEW YORK PETITIONING FOR AN ACT OF INCORPORATION.

DATED, 4 JANUARY, 1887.

To the Legislature of the State of New York:

Your Memorialists, Executors and Trustees of the estate of the late Samuel J. Tilden, respectfully represent that the said Samuel J. Tilden died at his residence at Graystone, in the city of Yonkers, in the County of Westchester and State of New York, on the fourth day of August, in the year 1886, leaving a last Will and Testament, of which a copy is hereunto annexed.

Your Memorialists further respectfully represent that the aforesaid Will was admitted to probate by the Surrogate of Westchester County on the twentieth day of October, in the year one thousand eight hundred and eighty-six, and letters testamentary were issued to your Memorialists as the Executors and Trustees under said Will.

That your Memorialists have accepted the trusts and assumed the duties imposed upon them under and in virtue of the said Will and Letters Testamentary.

That by the thirty-fifth section of the aforesaid last Will and Testament it is made the duty of your Memorialists to solicit from the legislature, an act of incorporation of an institution to be known as the Tilden Trust, with capacity to establish and maintain a Free Library and Reading Room in the City of New York.

That in and by the same clause of said Will the said testator

did further provide as follows: "'Such corporation shall have not less than five trustees, with power to fill vacancies in their number, and in case said institution shall be incorporated in a form and manner satisfactory to my said Executors and Trustees during the lifetime of the survivor of the two lives in being upon which the trust of my general estate herein created, is limited, to wit: the lives of Ruby S. Tilden and Susie Whittlesey, I hereby authorise my said Executors and Trustees to organize the said corporation, designate the first trustees thereof, and to convey to or apply to the use of the same the rest, residue and remainder of all my real and personal estate not specifically disposed of by this instrument, or so much thereof as they may deem expedient, but subject nevertheless to the special trust herein directed to be constituted for particular persons, and to the obligations to make and keep good the said special trusts, provided that the said corporation shall be authorised by law to assume such obligation.'"

That from the nature and conditions of the assets, your Memorialists are not yet prepared to state what sum will be realized from the rest, residue and remainder of the testator's estate not otherwise specifically disposed of by his will, but according to the present information of your Memorialists, they are under the impression that it is not likely to fall below the sum of four millions of dollars and may, under favorable circumstances, considerably exceed that sum.

Your Memorialists further represent, that in pursuance of the manifest purpose and desire of the testator to consecrate all of his estate not otherwise specifically disposed of by his will, to the creation of such a Free Public Library in the City of New York as would best serve the interests of science and education, and place the best literature of the world within easy reach of every class and condition of people in our commercial metropolis, without money and without price, have determined and do hereby proclaim their determination to devote such portions of the estate of the said Samuel J. Tilden as, by the terms of his Will, they lawfully may to the establishment and maintenance of a Free Library and Reading Room in the City of New York, and making them, in as large a degree as possible, tributary to the interests of science and popular education.

For this purpose and in compliance with the specific instructions of the said testator, as expressed in the thirty fifth section of his said last will and testament, your memorialists respectfully ask from your honorable body an act of incorporation of an institution to be known and designated as the Tilden Trust, with such powers as will be required to give most complete efficacy to the comprehensive and beneficent designs of the aforesaid testator.

And as the said bequests for the maintenance of a free library and reading room in the city of New York are made upon the express condition that the said Tilden Trust shall be incorporated in a manner and form satisfactory to your memorialists, it has seemed to be incumbent upon them to define the general features of such a charter.

Your memorialists, therefore, do hereby respectfully submit the form and manner of an act which, if it shall receive the approval of your honorable body and become a law, will be satisfactory to your memorialists.

New York, January 4th, 1887.

JOHN BIGELOW,
AND. H. GREEN,
GEO. W. SMITH,
Executors and Trustees.

XXIII.

ACT OF INCORPORATION.

PASSED 26 MARCH, 1887.
LAWS OF 1887, CHAPTER 85.

An Act to incorporate the Tilden Trust, for the establishment and maintenance of a Free Library and Reading Room in the City of New York.

Whereas, John Bigelow, Andrew H. Green and George W. Smith, the executors and trustees of the last will and testament of Samuel J. Tilden, deceased, have, in pursuance of provisions of said will and testament, made application to the Legislature for the enactment of the following act; and

Whereas, The said executors and trustees deem it inexpedient to designate any purposes of the corporation herein and hereby created other than the establishment and maintenance of a Free Library and Reading Room in the city of New York, in accordance with the purpose and intention of said testator;

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The said John Bigelow, of Highland Falls, in Orange County, and Andrew H. Green and George W. Smith, of the city of New York, and such other persons as they may associate with themselves, and their successors are hereby created a body corporate and politic under the name and title of The Tilden Trust.

Section 2. The said John Bigelow, Andrew H. Green and

George W. Smith, shall be permanent trustees of such corporation in accordance with the intention of the said will in that behalf. Within ninety days from the passage of this act they shall designate and appoint, in writing, other trustees, so that the number of trustees shall not be less than five.

Section 3. One-half of the other trustees so designated and appointed shall hold office for the term of one year, and the other half thereof for the term of two years. After such designation and appointment shall have been made, every trustee appointed to fill any vacancy in the Board of Trustees shall hold office for the term of two years. Any vacancy which may at any time occur in said Board through death, resignation, incapacity, expiration of term or otherwise, shall be filled by the remaining trustees.

Section 4. All the powers of the said corporation shall be vested in the trustees. They shall have the power to appoint a president and vice-president, secretary and treasurer, of whom the secretary and treasurer need not be members of said board. Such officers shall hold their offices upon such tenure, and shall receive such compensation as the by-laws may prescribe. Said trustees shall also have power to appoint such other officers and agents as the proper conduct of the affairs of said corporation shall require, removable at the pleasure of the board and to fix their compensation.

Section 5. The said corporation shall have, in addition to the powers now conferred by law upon all corporations as such, the capacity and power to establish and maintain a free library and reading-room in the city of New York, and for these purposes it shall have power to demand, recover, accept and receive all such money and other property, real or personal, as is given to it by virtue of the will of Samuel J. Tilden, or shall be conveyed or transferred to, or in any manner bestowed upon it by the aforesaid executors and trustees by virtue of the powers therein conferred upon them; and the said corporation shall have power to hold, manage, improve, dispose of and convey all property at any time received or acquired by it, in such manner as may be best calculated to carry out its objects and purposes.

Section 6. The said corporation shall accept and receive all such money or other property as is given to it by the said will of Samuel J. Tilden, or shall be conveyed or transferred to, or in any manner bestowed upon it as aforesaid by the aforesaid executors and trustees, subject to the terms and conditions expressed in and imposed by the said will of Samuel J. Tilden, in respect to the gift or gifts therein and thereby made or provided for, to a corporation to be formed and to be known as the Tilden Trust, and the said corporation shall have power to make and enter into any obligation or obligations to secure due compliance with such terms and conditions.

Section 7. The said corporation shall possess the powers, and, except as may be otherwise provided by this act, be subject to the provisions, liabilities and restrictions contained in the third title of the eighteenth chapter of the first part of the Revised Statutes, but nothing herein contained shall affect the rights of any parties to any action now pending or of any heir at law of said Samuel J. Tilden, deceased.

Section 8. This act shall take effect immediately.

XXIV.

CONVEYANCE OF THE TILDEN ESTATE TO THE TILDEN TRUST.

DATED, 29 APRIL, 1887.
RECORDED IN NEW YORK REGISTER'S OFFICE, 30 APRIL, 1887.
LIBER 2055 OF CONVEYANCES, PAGE 212.

This Indenture, made the twenty-ninth day of April, in the year one thousand eight hundred and eighty-seven, between John Bigelow, Andrew H. Green and George W. Smith, the executors and trustees under the last will and testament of Samuel J. Tilden, deceased, parties of the first part, and the Tilden Trust, a body corporate and politic, created under the laws of the State of New York, party of the second part.

Whereas, Samuel J. Tilden, of Graystone, in the city of Yonkers, County of Westchester, in the State of New York, departed this life on the fourth day of August, in the year one thousand eight hundred and eighty-six, leaving his last will and testament in writing, dated on the twenty-third day of April, in the year one thousand eight hundred and eighty-four, wherein and whereby the said John Bigelow, Andrew H. Green and George W. Smith were nominated, constituted and appointed executors and trustees; and

Whereas, the said last will and testament was afterwards and on the twentieth day of October, 1886, duly admitted to probate by Owen T. Coffin, Esq., Surrogate of the County of Westchester, at a Surrogate's Court held at White Plains, in the said County, on that day, and letters testamentary were on the same day issued to the said John Bigelow, Andrew H. Green and

George W. Smith, and they each thereupon duly qualified and accepted the office of executor of said last will and testament, and took upon themselves the duties of said office, and also accepted the trusts created in and by the said will; and

Whereas, the said Samuel J. Tilden, after making in and by his said will provisions for the payment of his debts and divers legacies in the form of trusts and otherwise, for particular persons, and also certain provisions for the establishment and maintenance of a library and free reading room in his native town of New Lebanon, in the State of New York, and for the establishment of another library and free reading room in the city of Yonkers, in the same State, did further in and by the thirty-fifth article of his said will make provisions for the establishment and maintenance of a free library and reading room in the city of New York, which said thirty-fifth article is in the following words, namely:

> "**Thirty-fifth.**—I request my said Executors and Trustees to obtain as speedily as possible from the Legislature an act of incorporation of an institution to be known as the Tilden Trust, with capacity to establish and maintain a free library and reading room in the city of New York, and to promote such scientific and educational objects as my said Executors and Trustees may more particularly designate. Such corporation shall have not less than five trustees, with power to fill vacancies in their number; and in case said institution shall be incorporated in a form and manner satisfactory to my said Executors and Trustees during the lifetime of the survivor of the two lives in being upon which the trust of my general estate herein created, is limited, to wit: the lives of Ruby S. Tilden and Susie Whittlesey, I hereby authorise my said Executors and Trustees to organize the said corporation, designate the first trustees thereof, and to convey to or apply to the use of the same the rest, residue and remainder of all my real and personal estate not specifically disposed of by this instrument, or so much thereof as they may deem expedient, but subject nevertheless to the special trusts herein directed to be constituted for particular persons, and to the obligations to make and

keep good the said special trusts, provided that the said corporation shall be authorised by law to assume such obligation.

But in case such institution shall not be so incorporated during the lifetime of the survivor of the said Ruby S. Tilden and Susie Whittlesey, or if for any cause or reason my said Executors and Trustees shall deem it inexpedient to convey said rest, residue and remainder or any part thereof or to apply the same or any part thereof to the said institution, I authorise my said Executors and Trustees to apply the rest, residue and remainder of my property, real and personal, after making good the said special trusts herein directed to be constituted, or such portions thereof as they may not deem it expedient to apply to its use, to such charitable, educational and scientific purposes as in the judgment of my said Executors and Trustees will render the said rest, residue and remainder of my property most widely and substantially beneficial to the interests of mankind."

And, afterwards in pursuance of their duties and of the directions contained in the said thirty-fifth article of said will said executors and trustees made application to the Legislature of the State of New York for an Act of Incorporation of an Institution to be known as the Tilden Trust, and in and by the said application elected to designate no other objects or purpose for or of the corporate body so applied for than the establishment and maintenance of a Free Library and Reading Room in the city of New York and elected to confine their designation to the purposes and objects of said corporation so applied for the establishment and maintenance of a Free Library and Reading Room in the city of New York, and the said Legislature afterwards, on the twenty-sixth day of March, 1887, in compliance with said application, passed an Act entitled an Act to Incorporate the Tilden Trust for the establishment and maintenance of a Free Library and Reading Room in the city of New York, which said Act was thereafter duly approved; and

Whereas, the said executors and trustees have accepted the said Act and have, in pursuance of the terms thereof, desig-

nated and appointed in writing two other trustees, namely, Alexander E. Orr and Stephen A. Walker, and the said corporation has been duly organized and a President and Vice-President, Secretary and Treasurer thereof duly appointed; and

Whereas, the estate of the said Samuel J. Tilden is not as yet, and cannot be for some time to come, completely settled, and divers of the duties and functions of the executors thereof remain unperformed; but the said John Bigelow, Andrew H. Green and George W. Smith, executors and trustees, as aforesaid, deem it to be their duty to vest in the said Tilden Trust without delay all the rest, residue and remainder of the real and personal estate of the said Samuel J. Tilden, which they are by the said thirty-fifth article of said will authorized to convey to or apply to the use of the said Tilden Trust, so, however, as to save and reserve to themselves all their powers, duties and functions conferred upon them by the said will, except any power or duty to otherwise dispose of the said rest, residue and remainder, or any part thereof;

Now Therefore, This Indenture Witnesseth that the said parties of the first part, in consideration of the premises and of the sum of one dollar to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over, conveyed to and applied to the use of and by these presents, do hereby grant, bargain, sell, assign, transfer, set over, convey to and apply to the use of the said party of the second part, its successors and assigns, all the rest, residue and remainder of all the real and personal estate of the said Samuel J. Tilden, which in and by the said thirty-fifth article of said will they are authorized to convey or apply to the use of the said Tilden Trust,

To Have and To Hold the said rest, residue and remainder to the said party of the second part, its successors and assigns forever, subject, however, in the manner provided by the said thirty-fifth article of said will to the special trusts directed by the said will to be constituted for particular persons and to the obligations to make and keep good the said special trusts, and also subject to the express condition that in case any special trust directed to be constituted by the said will shall fail in whole or in part by de-

preciation of securities, that then and in such case, and in every such case, the said party of the second part shall, out of the said rest, residue and remainder, hereby conveyed, repay to the trustees for the time being of any such special trust, so much money as shall be sufficient in each case to make good the loss or deficiency arising out of such depreciation, the parties of the first part, however, saving and reserving to themselves all powers, duties, functions and rights appertaining to their office as executors and trustees under the said will, which shall or may be necessary or proper in due course of the administration of the estate of the said decedent, and closing out of the same according to law, and the true intent of said will, but not reserving the right or power to make any other disposition of the said rest, residue and remainder hereby conveyed to the said Tilden Trust, or any part thereof, it being the intent and meaning of this indenture to vest the right, title and interest in and to the said rest, residue and remainder so conveyed in the said Tilden Trust to the end that from time to time as soon as any part of said rest, residue and remainder shall be received by them, the said party of the first part, and be ready for actual delivery into the custody, possession and control of the said Tilden Trust, the same may be so delivered and the said Tilden Trust may demand and receive the same, and to the end also that in the meantime and until such delivery, or time for delivery, the said parties of the first part shall have and possess all the powers in respect to the receipt, collection, management, sale, transfer, conveyance and disposition of all the assets, real and personal, belonging to the estate of said Samuel J. Tilden which they now possess and enjoy as executors and trustees.

And the party of the second part hereby acknowledges its obligations to make good as aforesaid said special trusts and covenants, and agrees with the said parties of the first part to fulfill the same, and for the better security for the performance of such covenant the said party of the second part hereby covenants and agrees to and with the said parties of the first part to set apart and separately invest two and one-half per cent. of all amounts it shall at any time receive pursuant to this conveyance, in good marketable securities, and to keep the same so invested during the continuance of said special trusts, and until the same and all

the same shall have terminated, but with liberty to apply parts of the sums so invested from time to time, as occasion and necessity may arise, to make good any loss or deficiency which may be caused by any depreciation as aforesaid, and also with liberty to apply the income arising from the funds so invested to the objects and purposes of said Tilden Trust.

In witness whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

JOHN BIGELOW, (SEAL)
ANDREW H. GREEN, (SEAL)
GEO. W. SMITH, (SEAL)
Executors and Trustees.

(CORPORATE SEAL) THE TILDEN TRUST,
JOHN BIGELOW,
President.

Attest: A. E. ORR,
Secretary.

XXV.

JUDGMENT DECLARING THE TILDEN TRUST VOID, MODIFIED AND AFFIRMED.

JUDGMENT OF THE SPECIAL TERM,
27 MAY, 1890.
JUDGMENT OF THE GENERAL TERM, MODIFYING THE FORMER JUDGMENT,
19 NOVEMBER, 1890.
ENTERED 2 JANUARY, 1891.
JUDGMENT AFFIRMED BY THE COURT OF APPEALS,
27 OCTOBER, 1891.

At a Special Term of the Supreme Court of the State of New York, held in and for the County of New York, at the County Court House, on the 27th day of May, 1890.

Present—Hon. MILES BEACH, Justice.

SUPREME COURT.

GEORGE H. TILDEN, Plaintiff,

against

ANDREW H. GREEN, JOHN BIGELOW and GEORGE W. SMITH, as Executors and Trustees under the Last Will and Testament of Samuel J. Tilden, deceased; Samuel J. Tilden, Jr., Ruby S. Tilden, Susan G. Tilden, Lucy F. Tilden, Laura B. Hazard; and Laura B. Hazard and William A. Hazard, as Executors of the Last Will and Testament of Mary B. Pelton, deceased; Henrietta A. Swan, Caroline B. Whittlesey, Susan G. Tilden, Anne J. Gould, Adelaide E. Buchanan, Marie Celeste Stauffer, Henrietta Jones, John J. Cahill, Maria Sinnot, Georgen Johansen, Henry G. Gilbert, Edward Reilly, Catherine Burke, Rosa Clark, John Lynch, Elizabeth Gettens, Denis O'Hare, and Daniel Herr, and the Tilden Trust, Defendants.

The issues of fact and of law arising in this action having been tried before the said Justice, now present, and the said

Justice having duly made and filed his findings of fact and conclusions of law, whereby he finds and determines that the Plaintiff is entitled to this judgment; now on motion of Vanderpoel, Green and Cuming, the attorneys for the Plaintiff, the Court **orders, adjudges and decrees:**

First. That the provisions in the will of the testator, Samuel J. Tilden, deceased, having in view the creation of a "general trust" of his entire residuary estate for charitable uses, are, and each of them is illegal and void.

Second. That the devise and bequest in the will of the testator, Samuel J. Tilden, to his executors and trustees, and to their successors in the trust thereby attempted to be created, and to the survivors and survivor of them, of all the rest, residue and remainder of all the property, real and personal, of which the said testator died, seized or possessed, vests no interest therein, or in any portion thereof, in any ascertained or ascertainable person, either natural or artificial, and is incapable of being carried into effect by a judicial decree, and is illegal and void.

Third. That the provisions of the thirty-fifth article of the will of the testator, Samuel J. Tilden, deceased, authorizing his executors and trustees, in their discretion, to convey, or to apply the rest, residue and remainder of all the testator's real and personal property, or so much thereof as they may deem expedient, or may not deem inexpedient, to the various uses and purposes therein mentioned, and in the manner therein suggested, are, and each of said provisions is, illegal and void; and, that as to the property therein mentioned, and each and every part thereof, the same is undisposed of by the said provisions of the said will, and at the death of the said testator, the said property, and each and every part thereof descended to, and vested in due course of law, in the plaintiff herein, and in the other heirs at law and next of kin of the said Samuel J. Tilden, deceased.

Fourth. And it is further Declared, Adjudged and Decreed, that as to his entire residuary estate, the testator, Samuel J. Tilden, died intestate, and the whole thereof at his death de-

scended to and vested in the plaintiff and the other heirs at law and next of kin of the said Samuel J. Tilden deceased.

Fifth. And it is Further Adjudged, Declared and Decreed, that the objects and purposes to which the testator's residuary estate is authorized by his will to be applied are illegal and invalid, and the same remains undisposed of by his will, and is to be distributed to the plaintiff and the heirs at law and next of kin of the testator; and that the said executors and trustees proceed according to law to make distribution of the personal estate of the testator in their hands, and of the rents, issues and profits of the real estate received by them, which shall remain after satisfying the several legacies providing for the special trusts for the benefit of the particular individuals named therein; and paying the costs, charges and expenses of this action, which are hereby directed to be paid.

Sixth. And it is Further Ordered, Adjudged and Decreed, that the plaintiff, George H. Tilden, recover of the defendants, Andrew H. Green, John Bigelow and George W. Smith, as executors and trustees under the last will and testament of Samuel J. Tilden deceased, his costs of this action, taxed at the sum of two hundred and sixteen $\frac{40}{100}$ dollars, together with an additional allowance of two thousand dollars hereby awarded to him, in all amounting to the sum of two thousand two hundred and sixteen $\frac{40}{100}$ dollars, and that the plaintiff have execution therefor.

XXVI.

THE COMPROMISE AGREEMENT.

DATED, 29 MAY, 1891.
RECORDED IN NEW YORK, 7 FEBRUARY, 1894.
SEC. 3, LIBER 28, PAGE 13; BLOCKS 875–876.
RECORDED IN WESTCHESTER CO., 11 OCTOBER, 1894.
LIBER 1371 OF DEEDS, PAGE 181.
RECORDED IN KINGS CO. 13 FEBRUARY, 1895,
LIBER 1 OF CONVEYANCES, PAGE 198, SECT. 9.

This Indenture made and entered into this twenty-ninth day of May one thousand eight hundred and ninety-one by and between Laura P. Hazard individually, and Laura P. Hazard and William A. Hazard, as Executors of the last will and testament of Mary B. Pelton, deceased, parties of the first part, John Bigelow, Andrew H. Green and George W. Smith, as Executors of and Trustees under the last will and testament of Samuel J. Tilden, Deceased, parties of the second part, and The Tilden Trust, a corporation organized and existing under and by virtue of the laws of the State of New York, party of third part.

Whereas: Samuel J. Tilden, late of Graystone, in the County of Westchester and State of New York, died on the fourth day of August 1886, leaving a last will and testament dated the 23d day of April 1884, which said last will and testament was duly admitted to probate as a will of both real and personal property by the Surrogate of Westchester County on the 20th day of October 1886; and **Whereas** John Bigelow, Andrew H. Green and George W. Smith, the parties of the second part hereto, were appointed executors and trustees of said will and have duly qualified and entered upon the discharge of their duties as such executors and trustees; and **Whereas** said Samuel J. Tilden

left him surviving his sister, Mary B. Pelton, and his nephews and nieces George H. Tilden, Samuel J. Tilden Jr., Henrietta A. Swan, Caroline B. Whittlesey, Ruby S. Tilden, and Susan G. Tilden, his only heirs at law and next of kin; and **whereas** the parties of the second part in pursuance of the provisions of said will duly applied to the Legislature of the State of New York for an act of incorporation of an Institution to be known as the Tilden Trust, and thereupon the said Legislature passed an act, entitled "An Act to incorporate the Tilden Trust, for the establishment and maintenance of a free library and reading room in the City of New York", being Chapter 85 of the laws of 1887; and thereupon the party of the third part was duly incorporated and organized under and by virtue of said act; and

Whereas: The parties of the second part thereafter and in pursuance of the provisions of the Thirty-Fifth Article of the said will executed and delivered unto the said Tilden Trust a conveyance of all the rest, residue and remainder of all the real and personal estate of the said Samuel J. Tilden, which in and by the said Thirty-Fifth Article of said will, they were authorized to convey to or apply to the use of the said Tilden Trust, as by the said conveyance dated the 29th day of April 1887, reference being thereunto had, will more fully and at large appear; and

Whereas: Said conveyance was duly accepted by the said party of the third part; and

Whereas: The said Mary B. Pelton died on the twelfth day of March 1887 leaving the said Laura P. Hazard, one of the parties of the first part, her surviving her only heir and next of kin, and leaving a will which was duly admitted to probate by the Surrogate of the City and County of New York on the 6th day of April 1887 and by which will the parties of the first part, Laura P. Hazard and William A. Hazard were duly appointed Executors thereof, and the said parties of the first part have duly qualified as such executors and are now acting as such; and

Whereas: After the Death of said Samuel J. Tilden, the said George H. Tilden brought an action in the Supreme Court of the State of New York, in the City and County of New York, in which action the parties to these presents are now defend-

ants, for the purpose of procuring a judgment declaring that the provisions of the thirty-third, thirty-fourth and thirty-fifth articles of said will of said Samuel J. Tilden, deceased are invalid and void; and judgment has been rendered in said action by the General Term of the First Department adjudging the provisions of the Thirty-fifth Article of said will for the establishment of a free library and reading room in the City of New York to be illegal and void; and

Whereas: An appeal has been taken from the said judgment by the parties of the second and third parts to the Court of Appeals, which appeal is still pending but has not yet been argued; and **whereas** it was further determined by said judgment or by the judgment affirmed thereby that the said Testator died intestate of all the property mentioned and attempted to be disposed of in and by the said Thirty-Fifth Article of his will, and that the same descended to his heirs and next of kin; and

Whereas: The parties of the first part by their answer in said cause claimed to be entitled to one half of all the property real and personal of said Samuel J. Tilden, not validly disposed of in and by his said Will; and

Whereas: The parties hereto have agreed upon a settlement and adjustment of all controversies between them arising upon or concerning the said will of said Samuel J. Tilden, or involved in any wise in said action, to the end that the project of said testator for the establishment and maintenance of the free library and reading room mentioned in the Thirty-Fifth Article of said will may be carried out, and the parties of the first part desire that said project may be carried out in any event.

Now therefore, This Indenture Witnesseth: That the parties of the first part, in order to carry the said settlement into effect, and in consideration of the premises and of the sum of Nine hundred and seventy-five thousand dollars to them in hand paid at or before the ensealing and delivery of these presents by the said parties of the second part at the request of said Tilden Trust out of the funds in the hands of said parties of the second part which would under the terms of said will, as insisted upon by the parties of the second and third parts, be applicable to the purposes provided for in and by the Thirty-Third, Thirty-Fourth

and Thirty-Fifth Articles of said will, the receipt of which sum by the said parties of the first part is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the third part, its successors, and assigns, all the estate right title and interest of the said parties of the first part and each of them in and to all the property and estate, real and personal, of whatsoever nature and wheresoever situated formerly belonging to the said Samuel J. Tilden, deceased, and all income and increase thereof, and all funds moneys, securities, real estate or other property of whatever name or nature to which the parties of the first part or either of them or their respective heirs, executors, administrators or successors might or would be entitled in case the provisions, or any or either of them, of the said Thirty-Third, Thirty-Fourth and Thirty-Fifth Articles of said will were for any reason whatever held invalid; **Together** with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, **To Have and To Hold** all and singular the above granted property and premises unto the said party of the third part, its successors and assigns forever. It being the intent of this conveyance to vest in the said Tilden Trust all the interest of the said parties of the first part and each of them in the estate of said testator and the increase thereof, excepting only the interest bequeathed and devised unto the said Laura P. Hazard or in trust for her benefit under and by virtue of the provisions of the Ninth Article of said will.

And the parties of the first part covenant and warrant to and with the parties of the second and third parts, that the said Mary B. Pelton was at the death of said Samuel J. Tilden entitled to one half of all his residuary estate, except in so far as the same may have been validly disposed of by the Thirty-Third Thirty-Fourth and Thirty-Fifth Articles of his will, and that the said parties of the first part are now entitled to the same, and that the said Mary B. Pelton did not in her lifetime, and the said parties of the first part have not, nor hath either of them done or committed or suffered to be done or committed any act,

matter or thing whatsoever whereby the same or any part thereof is or shall or may be impeached, charged or encumbered in title, charge or estate, or otherwise however.

And the parties of the first part do hereby further covenant, stipulate, consent and agree to and with the parties of the second and third parts that the said residuary estate of the said Samuel J. Tilden, deceased, and any estate, right, title or interest of the said parties of the first part or either of them therein or thereto, may and shall be used and applied by the said parties of the second part or the said party of the third part or either of them to and for any of the purposes mentioned in the Thirty-Third, Thirty-Fourth and Thirty-Fifth Articles of said will of Samuel J. Tilden, deceased, and for any of the purposes authorized by the present charter of the said Tilden Trust or by any amendment of said charter hereafter to be made.

And the parties of the first part, and each of them, do hereby release and forever discharge the said parties of the second and third parts and each of them, and their and each of their successors, of and from all actions, causes of action, suits, controversies, claims, demands, debts, accountings and liabilities whatsoever which against the said parties of the second and third parts, or either of them, or their or either of their successors, they the said party of the first part, or either of them or their respective heirs Executors or Administrators, or successors, ever have had, now have or may hereafter have by reason of any matter, cause or thing whatsoever from the beginning of the world down to the date of these presents, excepting from this release only any claim which the said Laura P. Hazard may have under said will, to the benefit of the provisions of the Ninth Article thereof.

And the said parties of the first part for themselves and their respective heirs, executors, administrators and successors do further covenant and agree to and with the parties of the second and third parts and each of them and their respective successors and assigns, and all and every person or persons whomsoever, lawfully or equitably deriving any estate, right, title or interest of in or to the above granted property and premises from or under them or either of them, that the said parties of the first part, their heirs, executors, administrators and successors shall and will at all times hereafter upon the reasonable request of

the said Tilden Trust, its successors or assigns, make do and execute, or cause to be made done and executed all and every such further and other lawful and reasonable acts, conveyances and assurances in the law for the better and more effectually vesting and confirming the premises and property hereby conveyed and assigned or intended so to be, in and to the said Tilden Trust, its successors and assigns, forever, as by the said Tilden Trust, its successors or assigns, or its or their counsel, learned in the law shall be reasonably advised, devised or required.

And the said party of the third part doth hereby covenant and agree to and with the parties of the second part that as to so much of the premises and property hereby conveyed as may be necessary to carry out the provisions of the Thirty-Third and Thirty-Fourth Articles of said will, such necessity to be determined by the demand of said parties of the second part, but not in excess of the amounts by said Articles respectively devoted to the purposes therein mentioned, the party of the third part receives the same from the parties of the first part for the account of the parties of the second part, and will pay and deliver the same to them upon such demand, the intention of this provision being that the same shall be disposed of by the parties of the second part in carrying out the purposes of said testator specified in the said Thirty-Third and Thirty-Fourth Articles of his will.

In Witness Whereof, the parties of the first and second parts have hereunto set their hands and seals and the party of the third part has caused these presents to be signed by its President and its Corporate Seal to be hereto affixed the day and year first above written.

LAURA PELTON HAZARD (SEAL)
WILLIAM A. HAZARD (SEAL)
Executors of Mary B. Pelton
JOHN BIGELOW (SEAL)
AND. H. GREEN (SEAL)
GEO. W. SMITH (SEAL)
Executors and Trustees under the Will of Samuel J. Tilden, Dec'd.
THE TILDEN TRUST
by JOHN BIGELOW
(CORPORATE SEAL.) *President.*

XXVII.

THE PARTITION AGREEMENT.

DATED, 30 MARCH, 1892.

This Agreement, made this thirtieth day of March, one thousand eight hundred and ninety-two, by and between John Bigelow, Andrew H. Green and George W. Smith as executors of, and Trustees under, the last will and testament of Samuel J. Tilden, deceased, parties of the first part; The Tilden Trust, a corporation organized and existing under and pursuant to the laws of the State of New York, party of the second part, and George H. Tilden, Samuel J. Tilden, Jr., Ruby S. Paine (formerly Ruby S. Tilden), Henrietta A. Swan, Caroline B. Whittlesey, Susan G. Sabin (formerly Susan G. Tilden), parties of the third part:

Whereas, Samuel J. Tilden, late of Graystone, in the City of Yonkers and State of New York died, leaving a last will and testament which was afterwards and on or about the twentieth day of October, 1886, duly admitted to probate by the Surrogate of the County of Westchester, wherein and whereby he appointed the parties of the first part hereto to be executors thereof, and bequeathed unto them as trustees certain personal property upon the special trusts in said will expressed, and, after making certain legacies, also bequeathed and devised unto them his entire residuary estate in trust, to carry out the purposes of said will, all of which, by reference to the said will, will more fully and at large appear, and

Whereas, An action was thereafter brought by George H. Tilden, one of the parties of the third part, for the purpose of procuring an adjudication that the provisions of the thirty-third, thirty-fourth and thirty-fifth articles of the said will were invalid and void, in which action the parties of the first part and all the other parties of the third part were defendants, and after the commencement of said action the party of the second part hereto was duly incorporated and organized under an act of the legislature of the State of New York, and was thereafter made a party defendant in said cause, and

Whereas, The parties of the third part, together with Mary B. Pelton, a sister of the said Samuel J. Tilden, were at the time of his death, his only heirs at law and next of kin and entitled to any property whereof he died seized and possessed not validly disposed of in and by said last will and testament, and the said Mary B. Pelton died pending the said suit leaving her surviving as her only heir at law and next of kin, her grand daughter Laura P. Hazard, and leaving a last will and testament in which she devised and bequeathed all her property and estate, real and personal, unto the said Laura P. Hazard, and appointed said Laura P. Hazard, together with her husband William A. Hazard, executors thereof, and

Whereas, The proportions in which the said Laura P. Hazard and the said parties of the third part hereto were entitled to any property, real or personal, whereof the said Samuel J. Tilden died seized and possessed, not validly disposed of by his last will and testament, were as follows, to wit: the said Laura P. Hazard one-half thereo fand each of the said parties of the third part one-twelfth thereof, and

Whereas, In the said action the said Tilden Trust claimed that under the said will and under a conveyance by the parties of the first part hereto in pursuance of the thirty-fifth clause thereof, it was entitled to all the residuary estate, real and personal, of the said Samuel J. Tilden, deceased, as being validly disposed of in favor of said Tilden Trust by said clause, and the parties of the third part, together with the said Laura P. Hazard, insisted that the said thirty-fifth clause of said will was invalid and void,

and that the said Samuel J. Tilden died intestate of his said residuary estate, real and personal, and that they, the said Laura P. Hazard and the said parties of the third part hereto, were entitled thereto, and

Whereas, Pending the said suit a compromise and settlement of all questions involved therein was made and effected between the said Laura P. Hazard and the said Tilden Trust, and in pursuance of such settlement and compromise, and in consideration of the payment of the sum of nine hundred and seventy-five thousand dollars ($975,000) by the said Tilden Trust, through the parties of the first part to the said Laura P. Hazard out of the share of said estate which was claimed by said Laura P. Hazard in said action, the said Laura P. Hazard and William A. Hazard, as executors of the will of the said Mary B. Pelton, deceased, and the said Laura P. Hazard individually, conveyed and assigned unto the said Tilden Trust all the estate, right, title and interest of the said Laura P. Hazard, and all the estate, right, title and interest which at the time of the death of the said Samuel J. Tilden, the said Mary B. Pelton had in and to the property and estate left by the said testator, excepting only the property disposed of in and by the ninth clause of said will, and

Whereas, In the action aforesaid, it was adjudged, in substance, that the provisions of the thirty-fifth article of the said will were invalid and void, and that the said Samuel J. Tilden died intestate of his residuary estate attempted to be disposed of by said clause, as by reference to said judgment will more fully appear, and

Whereas, By reason of the premises, the said parties of the third part are entitled share and share alike to one-half part of all the estate, real and personal, left by the said Samuel J. Tilden and not validly disposed of in and by his said will, and the said Tilden Trust is entitled to the remaining one-half part thereof, after deducting therefrom the said nine hundred and seventy-five thousand dollars paid to the said Laura P. Hazard, with an allowance of interest thereon, which payment is regarded as an advance on account of the one-half part of said estate which was in controversy between said Tilden Trust and said Laura P. Hazard, and

Whereas, No adjudication was made in said action, or has otherwise been made, concerning the validity of the said thirty-third and thirty-fourth articles of said will of the said Samuel J. Tilden, and

Whereas, After the final judgment in said action by which the said thirty-fifth clause of said will was held invalid, and the affirmance thereof by the Court of Appeals, an action was commenced by the said parties of the first part in the Supreme Court of the State of New York against all the other parties hereto, together with other persons interested in said estate, for a construction of other portions of said will, including the question of the validity of the thirty-third and thirty-fourth articles thereof, and for a judicial settlement of their accounts, which action is still pending undetermined in said Court, and the said George H. Tilden, one of the parties of the third part, instituted a proceeding for an accounting by said executors and trustees in the Surrogate's Court for the County of Westchester, and thereupon the said parties of the first part filed a petition in said Surrogate's Court for a voluntary accounting, which action and proceedings are still pending, and

Whereas, The said parties of the first part after the final decision of said cause by the Court of Appeals, deemed it for the interest of the said estate and the parties interested therein, that a prompt auditing and settlement of their accounts as executors and trustees should be had, and a distribution of the estate of the said testator made, with the exception of the fund to be reserved for contingencies, as hereafter provided, and to that end invited an inspection and examination of all the books, records, vouchers, and accounts of the said estate and of the said parties of the first part as executors and trustees thereof, by expert accountants, to be selected by the said parties of the third part, and

Whereas, Such examination and investigation have, in fact, been had and the account annexed hereto, marked Exhibit A, prepared by the said parties of the first part for submission to the said Surrogate, has been audited, settled and allowed by all the parties hereto, and

Whereas, A division and partition of all the personal property

of the said testator not effectually disposed of in and by the said will has been agreed upon by and between the said Tilden Trust on the one hand, and the said parties of the third part on the other, and

Whereas, Other matters of difference between the said Tilden Trust and the said parties of the third part have been compromised and settled ;

Now Therefore this Agreement Witnesseth: That the parties hereto, in consideration of the premises, and of the sum of one dollar by each to each of the others in hand paid, the receipt whereof is hereby acknowledged, and for the purpose of making a complete and final settlement of the accounts of the said parties of the first part and an adjustment of all matters connected with or growing out of the administration of said estate, and an actual division and distribution of all the personal property of the said testator to which the parties of the second and third parts are entitled, excepting only the funds hereinafter provided to be reserved for collateral inheritance taxes and for contingencies, have agreed and by these presents do agree to and with each other as follows:

First. The parties of the first and second parts, hereby withdraw their objections to the carrying out by the said executors and trustees of the provisions of the Seventeenth and Eighteenth Articles of said will, whereby the sum of seventy-five thousand dollars is directed to be set apart as a special trust for the benefit of each of the said George H. Tilden and Samuel J. Tilden, Jr., and all the parties hereto agree and consent that said Articles be promptly carried out.

It is also agreed that the said parties of the first part shall, contemporaneously with the signing of this agreement, pay to each of the said George H. Tilden and Samuel J. Tilden, Jr., the sum of fifteen thousand eight hundred and eighty-three $\frac{88}{100}$ dollars, which sum is hereby accepted by each of them in full satisfaction and discharge of all claims for income or interest upon said special trust for his benefit from the death of said testator unto the date of these presents.

Second. It is further agreed that the said parties of the first part shall contemporaneously with the signing of this agreement, pay to each of the following parties, the following sums respectively, viz.: to Ruby S. Paine, the sum of five thousand and eight $\frac{33}{100}$ dollars; to Henrietta A. Swan, the sum of sixteen hundred and sixty-nine $\frac{45}{100}$ dollars; to Caroline B. Whittlesey, the sum of thirteen hundred and twenty $\frac{84}{100}$ dollars, and to Susan G. Sabin, the sum or five thousand and eight $\frac{33}{100}$ dollars, which sums together with the sums heretofore actually paid to and received by said parties respectively are accepted by them in full satisfaction and discharge of all claims for income or interest upon the special trusts directed by said will to be set apart for their benefit, respectively, from the death of the testator to the date of these presents.

Third. All the parties hereto recognize and admit the validity of the Fortieth, Forty-first and Forty-second Articles of said will, and the parties of the second and third parts unite in requesting the parties of the first part to carry out the same as speedily as may be.

Fourth. It is further agreed by all the parties hereto, that the parties of the first part, as executors of said will, are entitled to and shall and may deduct from the moneys and assets of said residuary estate in their hands, in lieu of the salaries provided by said will, the regular commissions allowed by law to executors and trustees of the trusts created by said will, such commissions in all cases to be computed on bonds, stocks and other securities and investments at their actual value, as well as upon moneys. Any payments heretofore made on account of said salaries to be regarded as received on account of said commissions.

Fifth. It is further agreed by and between the parties of the second and third parts that the silver, table china, household china and glassware, and the furniture, library, books, manuscripts, prints, portraits, engravings, pictures and statuary, watches, wearing apparel and telescope, belonging to said testator, shall be divided as follows:

All the silver, watches and wearing apparel shall be set apart to and shall belong to the parties of the third part; all the table

china, household china and glassware, shall be divided into seven equal shares, and six of such shares shall be set apart to and shall belong to the said parties of the third part, and the remaining share shall be set apart to and shall belong to the said Tilden Trust; all the other furniture, useful and ornamental, carpets, library, books, manuscripts, prints, portraits, engravings, pictures, statuary, clocks and telescope, shall be set apart to and shall belong to the party of the second part with the exception of one portrait (not the one by Huntington) of the said testator, and bedroom furniture, bedding, table linen, curtains and rugs, which shall be given to the parties of the third part, or such one of them as they shall appoint.

Sixth. It is further agreed that the collateral inheritance or succession tax upon the shares of the parties of the third part in the residuary estate, real and personal of said testator, and upon their interests in the special trusts provided by said will, shall be paid, with such interest as may be due thereon, out of the said shares of the parties of the third part in said personal estate, by the parties of the first part, and that the collateral inheritance, legacy or succession tax upon the legacies given by the Twenty-seventh, Twenty-eighth, Thirtieth and Thirty-first Articles of said will shall be paid, with such interest as may be due thereon, by the parties of the first part, out of the residuary estate of said testator, so that the expense thereof shall be borne, one-half by the party of the second part and one-half by the parties of the third part.

Seventh. It is further agreed that the action heretofore brought by Susan G. Tilden, now Susan G. Sabin, one of the parties of the third part, against the parties of the first part and the Tilden Trust, which action is now pending undetermined in the Supreme Court of the State of New York, shall be forthwith discontinued without costs to either party as against the other.

Eighth. As the name of Mary Haley a servant of said testator, is believed to have been omitted inadvertently by him from the list of legatees in the Thirty-first Article of said will, it is further agreed that the parties of the first part shall pay said

Mary Haley the sum of one thousand dollars as and for a legacy from said testator, the same to be charged one-half to the share of the party of the second part and one-half to the shares of the parties of the third part.

Ninth. The substitution of bonds and mortgages in the place of Government bonds as investments of the funds constituting a part of the special trusts created by said will, as such substitution is shown by the account, Exhibit A, annexed hereto, has been made with the consent of all the parties hereto.

Tenth. The said account, Exhibit A, hereto annexed, includes all the matters and things in the First, Second, Fourth, Fifth, Eighth and Ninth Articles of this agreement provided to be done and performed, and correctly represents the condition of the said estate as the same will exist after the performance of all the agreements in said articles contained; and it is further agreed by and between the parties hereto, that the accounts in said Exhibit A contained, are correct accounts of the administration of said estate and said accounts are hereby allowed and settled as accounts stated between the parties to be final and conclusive upon each and all of the parties hereto.

Eleventh. The distributive shares of the parties of the second and third parts have been ascertained and fixed, and are included in said Exhibit A, as follows:

There has been deducted from the total of said distributive shares the sum of five hundred thousand dollars composed of the money and securities specified in Exhibit B hereto annexed, and constituting the Contingent Fund hereinafter mentioned.

The remainder of said total of said distributive shares has been divided into two equal parts in the following manner:

1. The payment of nine hundred and seventy-five thousand dollars aforesaid to said Laura P. Hazard has been treated as an advance on account of the distributive share of said estate which was in controversy between said Laura P. Hazard and the said Tilden Trust, and interest has been charged thereon at the rate of three per cent. per annum from the date of said payment, such rate being deemed just by all the parties hereto, and

the said advance has been adjusted by an allowance of cash to the distributive share of the parties of the third part.

2. The items of personal property mentioned in the Fifth Article hereof have been divided between the Tilden Trust and the parties of the third part as in said article provided; the same being agreed upon as an equal and just division of said items.

3. All the stocks, bonds and personal securities other than mortgages, have been divided *in specie* into two equal shares, except that odd amounts not divisible by twelve, so as to be distributable equally among the parties of the third part, have been placed in said Contingent Fund, and except also the securities mentioned in the next succeeding clause, viz:

4. The following securities, to wit:

14,667 shares of the New York Iron Mine,
1,104 shares of the Hudson River Ore & Iron Co.,
3,900 shares of the Iron Cliff's Company,
800 shares of the Chicago Dock & Canal Co.

have been put up at auction to be bid for by the party of the second part and the parties of the third part, for the purpose of establishing their value for division and upon such bidding have been allotted to the said party of the second part, who was the highest bidder therefor, and who is charged in said accounts with the amounts of its bids for said securities, and the parties of the second and third parts hereby agree that said amounts so bidden and charged are the fair values of said securities respectively.

5. The cash and mortgages remaining after allotting to the distributive share of the parties of the third part sufficient cash and mortgages to make good the amounts so charged to the share of the party of the second part for said advance and for said purchases, have been equally divided.

Twelfth. The first of said distributive shares, shown by said Exhibit A, and ascertained in the manner above set forth, shall be forthwith paid, transferred and delivered to the said Tilden Trust.

From the second of said distributive shares the parties of the first part shall deduct and retain the sum of one hundred and

thirty-five thousand dollars, and therewith shall pay the collateral inheritance, succession and legacy taxes upon the distributive shares of the parties of the third part in said estate and upon the interests of said parties of the third part in the special trusts provided in said will, with the interest due upon such taxes, accounting to the parties of the third part for any excess of said sum not required for the payment of said taxes and interest.

The remainder of said second of said distributive shares shall be forthwith paid, transferred and delivered to the said parties of the third part.

Thirteenth. The said Contingent Fund of five hundred thousand dollars to be retained by the parties of the first part, which is estimated at that sum only for the purpose of deducting the same as aforesaid, but is to be accounted for according to the actual proceeds thereof upon realization, shall, so far as the same consists of salable securities and property other than cash, be converted into money by the said parties of the first part from time to time as they in their discretion may think best for the interests of said estate.

The said parties of the first part shall not be held liable for any losses arising from the depreciation of any such securities.

The said fund shall be applied and used by the parties of the first part for the following purposes:

1. The payment of any debts of the said Samuel J. Tilden, deceased, or claims against, or liabilities of the said estate.

2. The payment of any proper expenses of administration now or hereafter incurred, including the care and expense of maintenance of the real estate until sold or divided.

3. The carrying into effect of the Thirty-third and Thirty-fourth Articles of said will, in case the same or either of the same shall be held valid by the final judgment in the action brought by the parties of the first part and mentioned in the recital to this agreement, or in any other appropriate proceeding.

4. The execution of the Fortieth Article of said will.

5. The expenditure of such sums as in the judgment and discretion of the parties of the first part may be proper for carrying into effect the provisions of the Forty-first and Forty-second

Articles of said will, not exceeding $25,000, for the Forty-first Article if a monument be erected at New Lebanon only, or $50,000 if erected at New Lebanon and New York, or at New York only, and not exceeding $10,000, for the Forty-second Article.

6. The payment of collateral legacy taxes upon the legacies given by the Twenty-seventh, Twenty-eighth, Thirtieth and Thirty-first Articles of said will.

7. Any surplus of said fund not required for the purposes aforesaid, shall be accounted for by said parties of the first part within five years from date, and paid over one-half thereof to the said Tilden Trust, and the other half thereof to the said parties of the third part.

Fourteenth. Nothing in this agreement contained shall be deemed to affect the real estate left by said testator, wherever situated, nor any rights, interests or claims of the parties hereto or any or either of them in or to the same or any part or parts thereof, except the real estate at Islip, Owl's Head, Turner's and Greenpoint heretofore sold by the parties of the first part, the proceeds of which sales are accounted for and divided in the distribution now made. The parties of the second and third parts hereby ratify said sales and covenant and agree to execute all such deeds and acts of further assurance as may be necessary to vest all their title in and to said real estate in the purchasers at said sales or their assigns, whenever thereunto requested.

Fifteenth. This agreement is made without prejudice to any claim or right which may hereafter be asserted by the said Tilden Trust, its successors or assigns, or by the said parties of the third part, their executors, administrators or assigns, or either of them, to or in respect of any interest in remainder, contingent or otherwise, expectant upon the life estates or interests in the special trusts, or any of them, provided by said will.

Sixteenth. The parties of the third part do hereby further severally covenant and agree to and with the said parties of the first and second parts that they have not conveyed, assigned,

transferred, aliened or encumbered their interests or any part thereof, in said estate as next of kin of said testator, and that no creditor or other person has acquired any lien thereon, and that no receiver of their property, or any part thereof, has been appointed, or if any such ever has been appointed, that such receiver has been discharged and such appointment is no longer in force, and that no persons other than the parties of the third part are entitled to receive their said respective distributive shares or any part thereof. And they further covenant and agree to indemnify and save harmless the parties of the first part of and from all claims, demands, liabilities, damages, costs, expenses and charges to which they may become subject by reason of the payment and delivery of said distributive shares to said parties of the third part.

Seventeenth. The parties of the third part further agree that in case the said fund of one hundred and thirty-five thousand dollars, reserved for the payment of collateral inheritance, succession and legacy taxes, shall be insufficient for that purpose, or in case the said Contingent Fund of five hundred thousand dollars shall be insufficient for the purposes to which the same is to be applied, they, the said parties of the third part, will repay to the said parties of the first part, on demand, such sum as shall be necessary to make good the deficiency.

Eighteenth. It is further stipulated and agreed that the proceeding brought by the said George H. Tilden in the Surrogate's Court for the County of Westchester, for an accounting by said parties of the first part, be discontinued without costs to either party.

Nineteenth. It is further agreed that the parties of the third part and their respective attorneys, will at any time, if thereunto requested by the parties of the first part, execute and deliver to the said parties of the first part a stipulation in proper and effectual form for the discontinuance, without costs to either party as against the other, of the proceeding brought by said parties of the first part in said Surrogate's Court for the judicial settlement of their accounts.

Twentieth. The parties of the second and third parts admit,

stipulate and agree that, in consequence of the judgment in the action brought by said George H. Tilden, whereby it was among other things adjudged in substance that the general trust to his executors and trustees attempted to be created by said testator was illegal and void, and that the provisions of the Thirty-fifth Article of said will were illegal and void, and that the said testator died intestate of his residuary estate, the provisions of the Twenty-fifth Article of said will for the making good of any loss through depreciation of securities in which the funds of the special trusts created by said will might be invested, have become wholly inoperative and of no effect; and the parties of the third part hereby release and discharge the party of the second part, its successors and assigns from all claims, demands and liabilities whatsoever which they or either of them now have or at any time hereafter may have, of or by reason of any failure of said special trusts, or any or either of them, in whole or in part through depreciation of securities, or any obligation to make good any such failure or depreciation.

Twenty-first. The parties of the first part having fully accounted to the parties of the second and third parts as hereinbefore set forth, for all and singular their acts and doings in the administration of said estate, and of the special trusts created by said will for the benefit of the parties of the third part, up to the day of the date of these presents, it is further stipulated and agreed, that a judgment or decree may at any time be entered without notice by the parties of the first part in the action brought by them as aforesaid in the Supreme Court of New York for a construction of portions of said will and a judicial settlement of their accounts, settling and allowing the accounts of the said parties of the first part as executors of and trustees under the said will, as the same are set forth in said Exhibit A hereto annexed, and discharging the said parties of the first part of and from all liability or accountability in respect to any matter, cause or thing connected with or arising out of the said estate of said Samuel J. Tilden, deceased, or the administration thereof by the said parties of the first part, excepting only the liability to account to the parties of the third part for any residue of said fund of one hundred and thirty-five thousand dollars retained

for the payment of collateral inheritance and legacy taxes, left after making such payment, and the liability to account to the parties of the second and third parts for the application of said Contingent Fund of five hundred thousand dollars to the objects and purposes in that behalf hereinbefore set forth.

And in consideration of the premises, the party of the second part, for itself, its successors and assigns, and the parties of the third part for themselves, their executors, administrators and assigns, have remised, released and forever discharged, and by these presents do remise, release and forever discharge the said parties of the first part, and each of them, individually and as executors and trustees as aforesaid, and their respective heirs, executors, administrators, successors and assigns, of and from all actions, causes of action, accounts, reckonings, damages, debts, dues, covenants, liabilities, claims and demands, whatsoever, which against them or either of them, or their or either of their heirs, executors, administrators or successors the said party of the second part, its successors or assigns or the said parties of the third part or either of them or their or either of their heirs, executors, administrators or assigns, now have, ever have had, or may hereafter have by reason of any cause, matter or thing, done, suffered or omitted by the said parties of the first part or either of them in the administration of said estate, or in the execution of the trusts or any of the trusts created by said will, unto the day of the date of these presents; excepting from this release only the liability of said parties of the first part to account to the parties of the third part for any residue of said fund of one hundred and thirty-five thousand dollars retained for the payment of collateral inheritance and legacy taxes, left after making such payment, and their liability to account to the parties of the second and third parts for the application of said Contingent Fund of five hundred thousand dollars to the objects and purposes in that behalf hereinbefore specified; it being the intention of this instrument that the said parties of the first part shall be henceforth discharged from all liability or responsibility in respect of said estate, and every part thereof, except only for the due application of the said two reserved funds, the performance of the special trusts under said will from this time forth,

and the accounting for the principal of said special trusts to the parties entitled thereto.

In witness whereof, the parties of the first and third parts have hereunto set their hands and seals, and the party of the second part has caused these presents to be executed by its president, and its corporate seal to be hereto affixed the day and year first above written.

JOHN BIGELOW,	*Executors*	(SEAL.)
AND'W. H. GREEN,	*and*	(SEAL.)
GEO. W. SMITH,	*Trustees.*	(SEAL.)
GEO. H. TILDEN,		(SEAL.)
SAML. J. TILDEN,		(SEAL.)
RUBY T. PAINE,		(SEAL.)
HENRIETTA A. SWAN,		(SEAL.)
CAROLINE B. WHITTLESEY,		(SEAL.)
SUSAN T. SABIN,		(SEAL.)

THE TILDEN TRUST,
By JOHN BIGELOW,
(CORPORATE SEAL.) *President.*

Attest:
ALEXANDER E. ORR, *Secretary.*

Documents Relating to The Consolidation.

XXVIII.

ACT PERMITTING CONSOLIDATION AS AMENDED.

An Act to permit the consolidation of library companies in the city of New York.

PASSED 13 MAY, 1892.
LAWS OF 1892, CHAPTER 541.
AMENDED 2 APRIL, 1895.
LAWS OF 1895, CHAPTER 209.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Any corporation or corporations heretofore or hereafter organized under any general or special law of this State as a library company, or for the purpose of carrying on any library in the city and county of New York may be consolidated with any other corporation or corporations, organized for the same or similar purposes, under any general or special law of this State, into a single corporation in the manner following: The respective boards of directors or trustees of the said corporations may enter into and make an agreement for the consolidation of the said corporations, prescribing the terms and conditions thereof, the mode of carrying the same into effect, the name of the new corporation, the number of trustees thereof (not less than five nor more than twenty-one), and the names of the trustees who shall manage the concerns of the new corporation for the first year, and until others shall be elected in their places. If either of the corporations so consolidated shall be a

stock company, then the said agreement may either provide that the new corporation shall have no stock, or may prescribe the amount of capital of the new corporation, the number of shares of stock into which the same is to be divided (which capital shall not be larger in amount than the fair aggregate value of the property, franchises and rights of the several corporations thus to be consolidated), and the manner of distributing such capital among such consolidated corporations, or the holders of the stock of the same, with such other particulars as they may deem necessary.

Section 2. If any such corporation so consolidating shall have no members or stockholders, other than its directors or trustees, said agreement of its directors or trustees shall be deemed to be the agreement of such corporation. If any such corporation so consolidating shall have members or stockholders other than its directors or trustees, said agreement of its directors or trustees shall not be deemed to be the agreement of such corporation until the same shall have been ratified by a vote of at least two-thirds of the members or two-thirds in interest of the stockholders present and voting in person or by proxy at a meeting of the members or stockholders of such corporation to be called upon a notice of at least thirty days, specifying the time, place and object of such meeting, mailed postpaid to each member or stockholder whose place of residence is known to the secretary and published at least once in each week for four successive weeks in a newspaper published in the city of New York. A sworn copy of the proceedings of any such meeting made by the secretary of the corporation holding the same and attached to said agreement shall be evidence of the holding and of the action of such meeting in the premises. If any stockholder or member shall, at said meeting of the stockholders or members, or within twenty days thereafter, object to the said consolidation and demand payment for his stock or interest in such corporation, such stockholder or member of said new corporation if consolidation take effect at any time thereafter, may apply at any time within sixty days after such meeting of the stockholders or members to the supreme court at any special term thereof, held in the City and County of New York, upon at least eight days

notice to the new corporation, for the appointment of three persons to appraise the value of his said stock or interest, and said court shall appoint three such appraisers and shall designate the time and place of the first meeting of such appraisers, and give such directions in regard to their proceedings on said appraisement as shall be deemed proper, and shall also direct the manner in which payment for such stock shall be made to such stockholder or member. The Court may fill any vacancies in the board of appraisers occurring by refusal or neglect to serve or otherwise. The appraisers shall meet at the time and place designated, and they or any two of them, after being duly sworn honestly and faithfully to discharge their duties, shall estimate and certify the value of such stock or interest at the time of such dissent as aforesaid, and deliver one copy of their appraisal to the said new corporation, and another to the said stockholder or member if demanded; the charges and expenses of the appraisers shall be paid by the new corporation. When the new corporation shall have paid the amount of the appraisal as directed by the court, such stockholder or member shall cease to have any interest in the said stock and in the corporate property of the said corporation, and the said stock or interest may be held or disposed of by the said new corporation.

Section 3. Upon the making of the said agreement as hereinbefore provided, and the filing of duplicates or counterparts thereof in the office of the clerk of the city and county of New York, and in the office of the Secretary of State, and in the case of any corporations having members or stock-holders other than their directors or trustees, upon the ratification of said agreement in the manner above provided, and the filing with said agreement of a verified copy of the proceedings of the meetings of the members or stockholders required by the preceding section, then, and immediately thereafter, the said corporations whose boards of directors or trustees shall have united in said agreement shall be merged and consolidated into the new corporation provided for in the said agreement, to be known by the corporate name therein mentioned, and the details of such agreement shall be carried into effect as provided therein.

Section 4. Upon the consolidation of the said corporations all and singular the rights, privileges, franchises and interests of any kind belonging to and enjoyed by the said several corporations so consolidating, and every species of property, real, personal and mixed, and things in action thereunto belonging, shall be transferred to and vested in and may be held and enjoyed by such new corporation, without any deed or transfer; and such new corporation shall hold and enjoy the same, and all rights of property, privileges, franchises and interests of either of the said several corporations in the same manner and to the same extent as the same were or might have been held and enjoyed by the several corporations so consolidating. Said new corporation shall have power to acquire, hold, possess, enjoy and dispose of all the property, real or personal, of said several corporations so consolidating, and all such additional donations, grants, devises or bequests, subject to all the provisions of law relating to devises or bequests by last will and testament, as may be made in further support of its library, collections and objects, or any of the same; and may make such investments as any of the corporations so consolidating might lawfully make, or as may be authorized by the terms of any such donation, grant, devise or bequest; and any devise or bequest contained in any last will and testament made before or after such consolidation to or for the benefit of any of the corporations so consolidating shall not fail by reason of such consolidation, but the same shall enure to the benefit of the said new corporation; and the title to all real and personal estate, and all rights and privileges acquired and enjoyed by either of the said corporations so consolidating shall not be deemed to revert or to be impaired by such act of consolidation, or anything relating thereto.

Section 5. The rights of the creditors of any corporation that shall be so consolidated shall not in any manner be impaired by any act of consolidation, nor shall any liability or obligation for the payment of any money now due or hereafter to become due to any person or persons, or any claim or demand in any manner, or for any cause existing against any such corporation, or against any stockholder thereof, be in any manner released or impaired, but such new corporation is declared to succeed to

such obligation and liabilities and to be held liable to pay and discharge all such debts and liabilities of each of the corporations that shall be so consolidated in the same manner as if such new corporation had itself incurred the obligation or liability to pay such debt or damages; and the stockholders of the respective corporations so entering into such consolidation shall continue subject to all the liabilities, claims or demands existing against them as such at or before such consolidation; and no suit, action or any proceedings then pending before any court or tribunal in which any corporation that may be so consolidated is a party, or in which any such stockholder is a party, shall be deemed to have abated or been discontinued by reason of any such consolidation, but the same may be prosecuted to final judgment in the same manner as if the said corporations had not entered into the said agreement of consolidation, and the said new corporation may be substituted as a party in the place of any corporation so consolidated as aforesaid, and forming such new corporation, by order of the court in which such action, suit or proceeding may be pending.

Section 6. The new Corporation organized under this act shall be permitted to maintain and carry on any form of library and to promote any of the objects authorized by the charter of either or any of the corporations which have been consolidated.

Section 7. This act shall take effect immediately.

XXIX.

AGREEMENT OF CONSOLIDATION.*

AN AGREEMENT TO CONSOLIDATE THE TRUSTEES OF THE ASTOR LIBRARY, THE TRUSTEES OF THE LENOX LIBRARY, AND THE TILDEN TRUST, INTO THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS.

DATED, 23 MAY, 1895.
FILED AND RECORDED IN THE OFFICES OF THE CLERK OF THE CITY AND COUNTY OF NEW YORK AND OF THE SECRETARY OF STATE, 24 MAY, 1895,

This Agreement made this twenty-third day of May, in the year one thousand eight hundred and ninety-five, by and between the respective Boards of Trustees of the corporations known as "THE TRUSTEES OF THE ASTOR LIBRARY," "THE TRUSTEES OF THE LENOX LIBRARY," AND "THE TILDEN TRUST."

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* At the time this agreement was entered into the Boards of Trustees of the three constituent bodies were composed of the following members:

The Trustees of the Astor Library were: The Mayor of the City of New York (*ex-officio*), Thomas M. Markoe, M. D. (President), Edward King (Treasurer), Henry Drisler, LL.D. (Secretary), John Cadwalader, Rt. Rev. Henry C. Potter, D.D., Stephen Van Rensselaer Cruger, Robbins Little, Stephen H. Olin, Charles H. Russell, and Philip Schuyler.

The Trustees of the Lenox Library were: John S. Kennedy (President), Alexander Maitland (Treasurer and Secretary), Daniel Huntington, Frederick Sturges, H. Van Rensselaer Kennedy, Stephen Baker, William S. Tod, Charles Scribner, John Sloane, William F. Havemeyer, George L. Rives, William Allen Butler, J. Henry Harper, Samuel P. Avery, and Nicholas Murray Butler.

The Trustees of The Tilden Trust were: John Bigelow, Andrew H. Green, George W. Smith, Alexander E. Orr, and Lewis Cass Ledyard.

Whereas, The Trustees of the Astor Library are a corporation heretofore organized under an Act of the Legislature of the State of New York, entitled "An Act to incorporate The Trustees of the Astor Library," approved January 18th, 1849, and the several amendments thereto, for the purpose (among others) of erecting, maintaining and carrying on a public library in the City of New York; and

Whereas, The Trustees of the Lenox Library are a corporation heretofore organized under an Act of the Legislature of the State of New York, entitled "An Act to incorporate the Trustees of the Lenox Library," approved January 20th, 1870, and the several amendments thereto, for the purpose (among others) of erecting, maintaining and carrying on a public library in the City of New York; and

Whereas, The Tilden Trust is a corporation heretofore organized under an Act of the Legislature of the State of New York, entitled "An Act to incorporate The Tilden Trust for the establishment and maintenance of a free Library and Reading Room in the City of New York," approved March 26th, 1887; and

Whereas, the said three corporations, being all organized as library companies or for the purpose of carrying on libraries in the City and County of New York, are desirous of consolidating with each other into a single corporation, pursuant to the provisions of Chapter 541 of the Laws of 1892, being an Act of the Legislature of the State of New York entitled "An Act to permit the consolidation of library Companies in the City of New York," approved May 13th, 1892, and the amendments thereto, and particularly as the same is amended by Chapter 209 of the Laws of 1895, being an Act of the Legislature of the State of New York entitled "An Act to amend Chapter 541 of the Laws of 1892 entitled 'An Act to permit the consolidation of library companies in the City of New York;'" and

Whereas, neither of said three corporations is a stock company, and neither of the same has members or stockholders other than its Directors or Trustees;

Now Therefore, this Agreement of Consolidation Witnesseth that the respective Boards of Trustees of the said "The Trustees of the Astor Library," "The Trustees of the Lenox Library," and "The Tilden Trust," have agreed, and do hereby agree, with each other and with each of the others as follows:

First. The said several corporations shall be consolidated and hereby are consolidated into a single corporation.

Second. The terms and conditions of said consolidation are as follows: The said new corporation shall establish and maintain a free public library and reading-room in the City of New York, with such branches as may be deemed advisable, and shall continue and promote the several objects and purposes set forth in the respective acts of incorporation of "The Trustees of the Astor Library," "The Trustees of the Lenox Library," and "The Tilden Trust."

Third. The mode of carrying this agreement into effect is as follows: Immediately upon the execution of this agreement, duplicates or counterparts thereof shall be filed in the office of the Clerk of the City and County of New York and in the office of the Secretary of State. Thereafter, the first meeting of the Trustees of the new corporation shall be called by John L. Cadwalader, George L. Rives and Lewis Cass Ledyard, or any two of them, by giving a notice in person or by mail addressed to each Trustee at his place of residence, of the time and place of such meeting. The said Trustees, or a majority of them, being assembled, shall organize by the election of a President, one or more Vice-Presidents, a Treasurer and a Secretary, and of such other officers, if any, as shall be deemed necessary or proper; and the said Trustees, on behalf of the new corporation, shall thereupon receive, take over, and enter into possession, custody and management of the existing libraries of the said three several corporations and of all property, real or personal, owned by them or either of them of any description whatever. The several treasurers, superintendents, librarians or other persons having charge of any of the funds, books, works of art or other property, real or personal, of either of the said three cor-

porations, parties hereto, shall on demand deliver all property in their respective custody to the persons appointed by the Trustees of the new corporation to receive the same.

The Board of Trustees of the said three existing corporations shall take such action as may be necessary for the purpose of transferring to the new corporation the title to all real estate, securities, and all other property of whatever kind, standing in their several names, or owned by them, respectively, and for that purpose, and for the purpose of adjusting and closing the affairs of said corporations respectively and the accounts of the respective officers thereof, the Boards of Trustees of the said three corporations, parties hereto, may meet, notwithstanding the merger of said corporations in the new corporation hereby created, and carry out the purposes of this agreement.

The Trustees of the said new corporation shall, as soon as may be, adopt suitable by-laws, which, among other things, shall provide for the manner of election of new Trustees after the expiration of the first year, their respective terms of office and the manner of filling vacancies in the Board; shall fix and define the duties of the Trustees, the appointment of Committees and the powers and duties thereof; the number, grade, duties, terms of office and compensation of the several persons employed by the new corporation; and shall provide proper regulations for the investment, safe keeping, management and expenditure of the funds of the corporation; and the said by-laws shall, moreover, provide for the general custody, care, conduct and management of the affairs and property of said new corporation, and a method by which the said by-laws may be altered, amended or repealed. The said new corporation shall by its by-laws or otherwise make appropriate provisions with reference to the limitations, conditions or restrictions under which any of the funds or property of the said several corporations are now held or are to be used or enjoyed by the said several corporations, or any of them, in order that the same may be fully kept and observed.

Fourth. The name of the new corporation is "The New York Public Library, Astor, Lenox and Tilden Foundations."

Fifth. The number of Trustees of the new corporation shall be twenty-one.

Sixth. The names of the Trustees who shall manage the concerns of the new corporation for the first year, and until others shall be elected in their places, are:

Thomas M. Markoe, Henry Drisler, John L. Cadwalader, Henry C. Potter, S. Van Rensselaer Cruger, Stephen H. Olin, Edward King, Daniel Huntington, Frederick Sturges, Alexander Maitland, John S. Kennedy, H. Van Rensselaer Kennedy, William Allen Butler, George L. Rives, John Bigelow, Andrew H. Green, George W. Smith, Alexander E. Orr, Lewis Cass Ledyard, Samuel P. Avery and Philip Schuyler.

In Witness Whereof, The several Boards of Trustees of the three corporations, parties hereto, have caused the corporate seals of the three several corporations to be affixed to these presents, in triplicate, and these presents to be attested by their respective Presidents and Secretaries, thereunto duly authorized, on the day and year first above written.

THE TRUSTEES OF THE ASTOR LIBRARY,
(CORPORATE SEAL.) By T. M. MARKOE, *President.*
Attest:
HENRY DRISLER, *Secretary.*

THE TRUSTEES OF THE LENOX LIBRARY,
(CORPORATE SEAL.) By JOHN S. KENNEDY, *President.*
Attest:
ALEXANDER MAITLAND, *Secretary.*

THE TILDEN TRUST,
(CORPORATE SEAL.) A. E. ORR, *Vice-Prest.*
Attest:
L. V. RANDOLPH, *Secretary.*

Part Second.

Documents Relating to the Library Building in Bryant Park.

XXX.

ADDRESS TO THE MAYOR, ALDERMEN AND COMMONALTY OF THE CITY OF NEW YORK.

PRESENTED BY THE BOARD OF TRUSTEES TO THE HON. WILLIAM L. STRONG, MAYOR, AT THE CITY HALL, MARCH 25, 1896.

The New York Public Library, formed by the consolidation of the Astor and Lenox Libraries, and the Tilden Trust, having perfected its legal organization, the Trustees must now decide as to the scope of the work to be undertaken by the consolidated body, and as to the site and character of its building.

The charters of the individual corporations and the trusts assumed towards the founders of the libraries and other benefactors, render it necessary in any event that the Astor and Lenox collections shall always remain in the library for use by readers there, and shall not be lent out or allowed to be taken by individuals from the building. This necessarily involves the erection of a building adequate for convenient access by the public, and with sufficient accommodation for the large additions which are necessary to make these collections such a library of reference as is required in this City.

While the present collections are of great value as a foundation, they are, nevertheless, small and incomplete in comparison with the great libraries of other countries, and the present buildings are in many respects unsuitable and wholly inadequate to the future needs of the Corporation.

The annual income of the Corporation at the present time is about $160,000. This amount will eventually be somewhat increased by the sale of property now unproductive, including one

or both of the present library buildings. On the other hand, the income will be reduced, if the Corporation is compelled, from its own funds, to erect a suitable building.

The expenses of such a reference library as must be maintained will be necessarily very large. In order to complete and maintain the present collections, an outlay of not less than $50,000 a year is necessary. In addition, large sums must be expended, as opportunity offers, to fill up the numerous existing gaps. The Astor and Lenox Libraries are now kept open during the hours of daylight only; but the cost of maintenance and administration, including repairs, heating, lighting, cleaning, cataloguing, &c., will amount to $75,000 a year—and this cost will increase with the increase of the collections. If the libraries are to be kept open during the evening, there will be a further increase in the cost of administration.

The Trustees are, therefore, satisfied that although the consolidated Corporation will probably have means sufficient to enable it to maintain a free reference library with ample reading rooms and accommodation for students; nevertheless, if the Corporation shall provide its own site, whether from land now owned or to be acquired, and erect thereon a building suited to the future needs of such a library alone, its income will be insufficient to do more than to maintain the same in full efficiency.

To accomplish this result will, indeed, be no small achievement, because in considering the subject, no one can fail to be impressed with the meagre and unsatisfactory provisions existing in the City of New York, either for scholars and students in a reference library, or for home reading through a library of circulation.

The following table shows the number of books in the principal Libraries of the World:

Library.	City.	Volumes.
Bibliothèque Nationale	Paris	2,700,000
British Museum	London	1,750,000
Imperial Library	St. Petersburg	1,100,000
Royal Library	Munich	950,000
Royal Public	Berlin	850,000
Strasburg University	Strasburg	700,000
Library of Congress	Washington	680,000

LIBRARY.	CITY.	VOLUMES.
Public Library	Boston	600,000
Imperial Library	Vienna	570,000
Bodleian Library	Oxford	530,000
Leipsic University	Leipsic	504,000
Royal Library	Copenhagen	500,000
Stuttgard University	Stuttgard	500,000
Buda-Pesth Library	Buda-Pesth	463,000
Cambridge University	Cambridge, England	450,000
Biblioteca Nacional	Madrid	450,000
Göttingen University	Göttingen	450,000
National Central	Florence	437,000
Vienna University	Vienna	418,000
St. Mark's National	Venice	415,000
Public Library	Hamburg	410,000
Royal Library	Brussels	405,000
Royal Library	Dresden	400,000
National Library	The Hague	400,000
Heidelberg University	Heidelberg	400,000
Harvard University	Cambridge, Mass	400.000
Chicago University	Chicago	380.000
New York Public Library	New York	350,000

In other countries, and in other portions of our own country, it has been considered an essential duty of the State to provide adequate support for a great Public Library. In our City no real obligation in that respect has been assumed on the part of the public authorities; and the entire subject has been practically left to private enterprise or private benefaction. While millions have been spent upon Parks, Armories and Public Improvements, public contributions to libraries have been insignificant. But private benefactions, however generous, cannot be expected to supply, unaided, the means that are essential to the establishment and maintenance of a library of the first rank. Thus the Parliamentary appropriations for the current year for the British Museum amount to £157,784, or about $750,000; to which must be added the income from six funded bequests, and the value of all the books, pictures, charts and other publications of the British press, which it receives without cost under the operation of the copyright laws.

The following table exhibits the amount expended by the public authorities of the City of New York for library work, as

compared with the expenditures of some other cities in this country:

CITY.	POPULATION IN 1890.	PUBLIC LIBRARY INCOME.	INCOME PER 1,000 OF POPULATION.
Springfield, Mass.....	44,179	$25,000	$565.88
Boston, Mass.*.....	448,477	170,000	379.06
Peoria, Ill.....	41,024	15,000	365.63
Minneapolis, Minn.....	164,738	55,000	333.86
Worcester, Mass.....	84,655	28,360	335.00
Hartford, Conn.....	53,220	15,000	281.84
Newark, N. J.....	181,830	41,000	225.48
Lowell, Mass.....	77,696	14,639	188.41
Toledo, O.....	81,434	15,000	184.19
Omaha, Neb.....	140,452	24,000	170.87
Providence, R. I.....	132,146	22,000	166.48
Detroit, Mich.....	205,876	34,000	165.14
Cincinnati, O.....	296,908	41,000	138.08
San Francisco, Cal.....	298,997	40,000	133.78
Milwaukee, Wis.....	204,468	25,000	122.21
Chicago, Ill. †.....	1,099,850	125,000	113.65
St. Louis, Mo...	451,770	54,000	119.53
Baltimore, Md.....	434,439	50,000	115.09
Cleveland, O.....	261,353	28,000	107.13
New York.....	1,515,301	40,000	26.39

Past experience seems to have demonstrated that no reference library—no matter how complete or how freely thrown open to the public—can really and thoroughly either interest the public or provide for its wants. To accomplish this result an adequate and satisfactory Free Public Library System must aim at the circulation of books for home reading, both for cultivation and recreation, in addition to supplying the needs of scholars. In no other way can the benefits of education and training of the public school system be preserved and made effective.

Moreover, the providing of a single library from which the public may draw books is not sufficient in a large city, and the system is only successful where its benefits are brought by means of many stations within reasonable reach of all. In other words,

* Land and building provided by City. Cost of building about $2,361,000.

† Land and building provided by City. Cost of building about $1,325,800.

what is necessary for real public interest and lasting public benefit, is a great central library of reference and exhibit, and in addition, the public must be provided with the means of procuring books for home reading within some reasonable distance of their residences.

The beginning of a movement for free circulation of books has been made by the New York Free Circulating Library, and on a smaller scale by other associations; but their means and facilities are entirely inadequate to the demands and needs of the public. The Trustees are satisfied that that organization will gladly co-operate in the establishment of a satisfactory Public Library System.

As early as 1847 the State of Massachusetts authorized a tax to establish a free library in Boston, and in 1851 such law was made general throughout the State of Massachusetts. As the result of this legislation, over two hundred towns in that State now have public libraries, containing an aggregate considerably in excess of two million volumes. Many other States have nearly kept up to the Massachusetts standard, and in New Hampshire it was proposed, in 1893, for the first time to make it obligatory on towns to have and maintain public libraries in the same manner in which public schools are maintained. An act to this effect was passed in 1895.

The promoters of this legislation proceeded on the theory that it was unpardonable to make large yearly expenditures for common schools, and then deny to the public the means of further education. Indeed, a popular public library, bringing sound literature within the reach of every man's home, is in a very real sense a part of the educational system of the State. Education ought not to stop with the public school, nor even with the high school. It is necessary also to provide the higher school which a well-equipped popular library can alone afford. Moreover the State has a profound interest in aiding the circulation of ideas that are not ephemeral. The best influence of a popular press must largely depend upon its having within reach a complete storehouse of scientific, economic and historical facts, with which to correct the crudeness of hasty judgments of great social and national movements.

The State of New York, although under early laws some provision was made for district school libraries, was one of the most backward of all the States of the Union, having until very lately no free library law; but public libraries are now a part of the educational system of the State, and good results should be expected from the present law in the smaller towns and cities. Nevertheless no Public Library System has been adopted for the City of New York, and the modest contributions made by it to the general object of libraries, bear a sad comparison with the amounts contributed for other laudable objects.

It is plain that the City of New York should have a broad and comprehensive Library System, adequate to furnish recreation and instruction to all. It is equally plain that while the means at the command of this Corporation are entirely inadequate to undertake the whole work, nevertheless its existing organization and the resources at its command offer to the public an opportunity to secure at a minimum cost such a Public Library System as shall be in keeping with the importance, dignity and magnitude of the City. If the present opportunity be lost, long delay will ensue in establishing any such system; the expense must be enormously increased; and as this Corporation will have entered on its work, within the limits possible to it with its present resources, a new library will, to a considerable extent, again create the very evils from which the several organizations, by their consolidation, have sought to escape.

In this condition of affairs, the Trustees of The New York Public Library have deemed it their duty to make a frank presentation of these facts, and to tender to the public their aid and all the resources at their command toward the foundation of a Great Public Library, able to supply the needs of all classes, and which shall do honor to the City.

If the City of New York will furnish a proper site, and provide the means to erect thereon a suitable building for the purposes of the New York Public Library, excluding for the present the requirements of branch libraries or delivery stations other than those now controlled by the Free Circulating Library, then the New York Public Library can, through the sale of its present sites, obtain such an addition to its funds as will justify it

in providing for the circulation of books from its main building. If further funds can be supplied from private benefaction or otherwise, sufficient to establish and maintain an adequate number of branches for circulation, it is certain that the City of New York can and will have a free Public Library on the broadest and most comprehensive plan.

It must be borne in mind that in suggesting that the City should thus do something towards securing the amplest results from the endowments which we owe to the munificence and wise forethought of three successive generations of the Astor family, of James and Henrietta Lenox, and of Samuel J. Tilden, the Trustees are asking no favors for themselves or the Corporation they represent. They are seeking only to supply the best service possible for all the people of the City. Every dollar diverted into buildings will simply diminish the means that would otherwise be available for the supply and distribution of books. Nor will any aid that the City may give prove an unproductive outlay. On the contrary, it is believed to be susceptible of demonstration that the erection by the City of such a building as this Corporation requires, in a fitting locality, will add to the City's revenue; for it will largely increase the taxable value of all neighboring property.

Should the suggestions of the Trustees be favorably received, no site within the control of the City could accomplish the ends in view as well as that of the Reservoir upon Fifth Avenue, between Fortieth and Forty-second Streets.

The site is an ideal one for such a building. It is to-day the most central and easily accessible spot on the Island, and will be rendered even more so by new means of communication. Within a single block are two lines of surface cars and two elevated railroads, running north and south. The Forty-second Street surface road intersects all the chief thoroughfares that connect the upper with the lower part of the City. Less than three hundred yards away is the common terminus of the three principal railroads running into the City. And not only does this site command these incomparable advantages at the present time, but it is impossible to foresee a time when it cannot

retain a like superiority. At no point further north can any similar convergence of public modes of travel ever be anticipated.

On this site it will be possible to erect a library building, dignified, ample in size, visible from all sides, with uninterrupted light, free from all danger of fire, in no respect encroaching upon the existing Bryant Park, and which will be an ornament to the City. The Park area would indeed be increased by substituting a library building for the Reservoir. The Reservoir measures 455 feet by 420. A library building 350 feet by 300 would offer all the accommodations which the most sanguine would probably think it wise at present to provide; and even this would leave a margin of more than 100 feet on the avenue and more than 50 feet on each side street, to be laid out with grass and shrubbery. The City would then have no quarter more inviting. The library would in effect bring the Park to Fifth Avenue; while reciprocally the Park would add enormously to the attractiveness, security and usefulness of the library.

In order to afford the City and the public the opportunity of determining whether they will now have such a great, well-equipped, and really popular library, for the benefit of all the people—the Board of Trustees of The New York Public Library hereby respectfully apply to the City authorities for their approval of such legislation as will enable the City to grant to this Corporation, by some permanent tenure, a proper site for its Library Building and such funds as may be necessary to enable this Corporation to construct and equip its building thereon; and that the site of the present reservoir on Fifth Avenue, between Fortieth and Forty-second Streets, be granted for that purpose, if compatible with the public interest.

When we consider the extent to which an institution of the character proposed may fairly be expected to strengthen the police, diminish crime, raise public standards of morality, attract to our city men from every department of industry and every walk of life, add to the operative power of our people, and extend the influence of our Commonwealth, it can hardly

be regarded otherwise than a privilege for the City to share in the work.

THE NEW YORK PUBLIC LIBRARY,
ASTOR, LENOX AND TILDEN FOUNDATIONS.

JOHN BIGELOW,
President.

GEORGE L. RIVES,
Secretary.

XXXI.

ACT AUTHORIZING THE USE OF THE LAND OCCUPIED BY THE RESERVOIR ON FIFTH AVENUE AND FORTIETH AND FORTY-SECOND STREETS, WITH ADJACENT LAND, AS A PUBLIC PARK.*

An Act to amend chapter four hundred and ten of the laws of eighteen hundred and eighty-two, entitled "An Act to consolidate into one act and to declare the special and local laws affecting public interests in the city of New York", relative to the addition to Bryant park of the lands on Fifth Avenue, between Fortieth and Forty-second streets in said city, now occupied by the reservoir, and authorizing the removal of said reservoir

PASSED 2 MAY, 1893.
LAWS 1893, CHAPTER 539.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Chapter four hundred and ten of the laws of eighteen hundred and eighty-two entitled "An act to consolidate into one act and to declare the special and local acts affect-

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* The Consolidation Act (Laws of 1882, Chapter 410) contained the following section, which was repealed by Chapter 415 of the Laws of 1883:

"§ 685. The land at present occupied by the reservoir on Fifth avenue, between Fortieth and Forty-second streets, together with the adjacent land lying west thereof, known as Reservoir square, shall be converted into a public park, which shall be laid out by, and be under the control and management of the park commissioners, and kept and maintained by them as one of the public parks and places in the city of New York. It shall not be used for military parades, drills, inspections, or reviews of any kind, but only for a public park or square."

ing public interests in the city of New York", is hereby amended by inserting therein a section, which shall be known as section six hundred and eighty-five, to read as follows:

Section 685. Whenever the board of aldermen of said city, shall, by resolution or ordinance, so provide,* the land at present occupied by the reservoir on Fifth avenue and Fortieth and Forty-second streets, together with the adjacent land lying west thereof, known as Bryant park, shall constitute a public park under said name, which shall be under the control and management of the department of public parks in said city, and kept and maintained by said department as one of the public parks and places in the city of New York. It shall not be used for military parades, drills, inspections or reviews of any kind. Whenever the board of estimate and apportionment in said city shall determine and declare that the public interests will be promoted by the removal of said reservoir from said park, the department of public works is hereby authorized to remove the same and to make such connections and readjustment of the water pipes for the distribution of the water supply as may be necessary or desirable by reason of such removal. It shall be the duty of the comptroller to issue and sell the revenue bonds of said city to an amount necessary to provide for the expenses of such removal and other work hereby authorized. The board of estimate and apportionment of said city shall provide for the redemption of said bonds in the final estimate of the amounts required to pay the expenses of conducting the public business in said city for the next ensuing financial year.

Section 2. This act shall take effect immediately.

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* See Resolution of the Board of Aldermen, *infra*, page 138.

XXXII.

PROVISION OF THE GREATER NEW YORK CHARTER, AUTHORIZING AND DIRECTING THE COMMISSIONER OF PARKS TO MAKE A CONTRACT WITH THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS, FOR THE USE AND OCCUPATION OF THE LAND OCCUPIED BY THE RESERVOIR AT FIFTH AVENUE AND FORTIETH AND FORTY-SECOND STREETS, FOR THE ESTABLISHMENT AND MAINTENANCE OF A FREE PUBLIC LIBRARY AND READING ROOM.*

CHAPTER XII.

Department of Parks.

TITLE I.

The Parks.

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§ 623. Whenever, pursuant to lawful authority, the land at present occupied by the reservoir at Fifth avenue and Fortieth

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* Chapter 516 of the Laws of 1893 amended Section 696 of the Consolidation Act (Laws of 1882, Chapter 410), which related to the occupation by the American Museum of Natural History of buildings in Manhattan Square, by the addition of the following provision:

"The department of public parks is hereby authorized, in their discretion, to make and enter into a contract with the Tilden trust, a corporation duly organized under the laws of this state, for the use and occupation by such corporation of any building that may be hereafter erected in pursuance of law upon lands belonging to the mayor, aldermen and commonalty of the city of New York, between Fortieth and Forty-second streets and Fifth and Sixth avenues in said city and establishing and maintaining therein a free library and reading room and carrying out the objects and purposes of said corporation."

This provision was amended (Laws of 1896, Chapter 714) by the substitution therefor of a provision substantially identical with the above-quoted Section 623 of the Greater New York Charter (Laws of 1897, Chapter 378, as amended Laws of 1901, Chapter 466).

and Forty-second streets shall be made a public park, and the removal of said reservoir shall have been duly authorized and directed, the commissioner for the boroughs of Manhattan and Richmond is hereby authorized and directed to make and enter into a contract with the New York public library, Astor, Lenox and Tilden foundations, a corporation duly organized under the laws of this state, for the use and occupation of said land, or of any part thereof, by the said corporation and its successors, for establishing and maintaining thereon a free public library and reading room, and for carrying out the objects and purposes of said corporation in accordance with the provisions of the agreement of consolidation between the trustees of the Astor library, of the Lenox library and of the Tilden trust, and the several acts incorporating the said several corporations; and said contract may provide that such use and occupation shall continue so long as the said the New York public library, Astor, Lenox and Tilden foundations, or its successors, shall maintain such free public library and reading room upon said land.

XXXIII.

RESOLUTION OF THE BOARD OF ALDERMEN PROVIDING THAT THE LAND OCCUPIED BY THE RESERVOIR ON FIFTH AVENUE AND FORTIETH AND FORTY-SECOND STREETS, WITH ADJACENT LAND, SHALL CONSTITUTE A PUBLIC PARK.

ADOPTED BY THE BOARD, 22 DECEMBER, 1896.
APPROVED BY THE MAYOR, 26 DECEMBER, 1896.

Resolved, That, in pursuance of the authority conferred upon this Board by section 685 of chapter 410 of the Laws of 1882, entitled "An act to consolidate into one act and to declare the special and local acts affecting public interests in the City of New York" and other provisions of law, that the Board does hereby provide that the land at present occupied by the reservoir on Fifth avenue and Fortieth and Forty-second streets, together with the adjacent land lying west thereof, known as Bryant Park, shall constitute a public park under said name, as provided in said section; provided, however, and upon the express condition that in any resolution to be adopted by the Board of Estimate and Apportionment or other authority for the removal of the reservoir now upon the land so constituted a public park, it shall be provided that no such removal shall be made until that portion of mains for an additional supply of water authorized by chapter 669 of the Laws of 1896 shall have been laid and made ready for use as far south as Thirty-eighth street.

XXXIV.

RESOLUTIONS OF THE BOARD OF ESTIMATE AND APPORTIONMENT PROVIDING FOR THE REMOVAL OF THE RESERVOIR ON FIFTH AVENUE AND FORTY-SECOND STREET.

ADOPTED BY THE BOARD, 11 FEBRUARY, 1897.

Resolved, That in pursuance of the authority conferred upon this Board by Chapter 539 of the Laws of 1893, entitled "An Act to amend Chapter 410 of the Laws of 1882, entitled 'An Act to consolidate into one act and to declare the special and local laws affecting public interests in the City of New York,' relative to the addition to Bryant Park of the lands on Fifth Avenue between Fortieth and Forty-second Streets in said City now occupied by the reservoir, and authorizing the removal of said reservoir," this Board does hereby determine and declare that the public interests will be promoted by the removal of the reservoir now occupying a portion of Bryant Park;

Resolved, That the work of removal be begun as soon as that portion of the mains for an additional supply of water authorized by Chapter 669 of the Laws of 1896 shall have been laid and made ready for use as far south as Thirty-eighth Street; and that the Commissioner of Public Works be and he is hereby authorized and directed as soon as practicable to make such connections and readjustment of the water pipes for the distribution of the water supply as may be necessary or desirable by reason of such removal.

XXXV.

ACT PROVIDING FOR THE CONSTRUCTION BY THE CITY OF NEW YORK OF A PUBLIC LIBRARY BUILDING IN BRYANT PARK.

AN ACT to provide for the construction of a public building in Bryant park in the city of New York, to be occupied by the New York public library, Astor, Lenox and Tilden foundations.*

PASSED 19 MAY, 1897.
LAWS OF 1897, CHAPTER 556.
AMENDED 23 APRIL, 1900.
LAWS OF 1900, CHAPTER 627.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The land now occupied by the reservoir upon Fifth avenue, between Fortieth and Forty-second streets, in the city of New York, having been made, pursuant to lawful authority, a portion of a public park, known as Bryant park, the department of public parks in the city of New York is hereby authorized to remove the reservoir, now occupying a portion of such Bryant park, and to erect, construct, maintain, equip and furnish in said Bryant park, or in or upon any portion thereof, a suitable and appropriate fire-proof building, in accordance with plans to be made and prepared by the trustees of the New York public library, Astor, Lenox and Tilden foundations, and to be approved by the board of estimate and apportion-

* Amendments of 1900 are printed in italics.

ment in the city of New York; such building to be used and occupied as a public library and reading room by the said the New York public library, Astor, Lenox and Tilden foundations, a consolidated corporation organized and existing under the laws of the state of New York, and for the purpose of carrying out the objects and purposes of said corporation, in accordance with the agreement of consolidation whereby said corporations was constituted, and the several acts incorporating the trustees of the Astor library, the trustees of the Lenox library and the Tilden trust.

Section 2. The said department of public parks shall prepare and submit to the board of estimate and apportionment forms of contracts, specifications and bonds for the faithful performance of the work and the furnishing of materials required, from time to time, to be approved by the corporation counsel of the city of New York as to form. When such contracts and specifications, and the form of bond, shall have been approved by the board of estimate and apportionment, the commissioners of public parks shall advertise for sealed bids or proposals for doing the work and furnishing the materials, as called for by the contract; which advertisement shall be published in the City Record and in two daily newspapers to be designated by the said commissioners at least fifteen days consecutively before the time fixed for the closing of the bids.

All bids or proposals shall be enclosed in sealed envelopes addressed to the said commissioners of public parks, and shall be accompanied by a deposit of such amount, if any, as said commissioners shall decide. The contracts may be several, and cover such portion or portions of the work respectively as the said board of estimate and apportionment shall decide. The bids shall be opened by said commissioners, and shall be submitted to the board of estimate and apportionment. Said board may select such bid or bids, proposal or proposals, the acceptance of which will, in their judgment, best secure the efficient performance of the work, or they may reject any or all of said bids and direct a readvertisement, as herein above provided.

The said department of parks, is hereby authorized to use and

employ in and about such erection and construction the materials composing said reservoir or any part thereof, or wholly to remove the same, or to sell and dispose of the same, or any part thereof, provided, however, that the actual removal of such reservoir shall not be made until that portion of the mains for an additional supply of water, authorized by chapter 669 of the Laws of 1896, shall have been laid and made ready for use, as far south as Thirty-eighth street, and until the department of public works of said city of New York, shall have made such connections and readjustments of the water pipes for distribution of the water supply as may be necessary; and shall certify to the board of estimate and apportionment that such connections and readjustments have been made.

Section 3. The said board of estimate and apportionment in said city is further authorized, at any time after the passage of this act, to enter into a contract with the said the New York public library, Astor, Lenox and Tilden foundations, for the use and occupation by such corporation and its successors of the building so to be erected, constructed, equipped and furnished for the purpose of maintaining therein a public library and reading-room and carrying on the objects and purposes of the said corporation as provided by the said agreement of consolidation and the several acts incorporating the said several corporations respectively, and any amendments to be hereafter authorized to the same, which contract shall provide for such use and occupation so long as the said the New York public library, Astor, Lenox and Tilden foundations shall maintain such public library and reading-room therein and shall use said building so to be erected for the purpose thereof. The said contract shall provide for the establishment and maintenance of a free circulating branch in said library and that the same shall be open for the use of the public during the day time on Sunday and during the evening of each other day of the week for such term as may be prescribed by the proper authorities in control of said library when the same is opened, the hour for the closing of said branch of the library on each evening to be not earlier than ten o'clock.

Section 4. For the purpose of providing means for carrying into effect the provisions of this act, including the cost of the removal of the reservoir and the erection, construction, equipment and furnishing of the building hereinbefore authorized, *and the grading and terracing of the land about said building, and the construction of suitable sidewalks, terraces, steps and other approaches,* it shall be the duty of the comptroller of the city of New York, upon being thereunto authorized by the board of estimate and apportionment, to issue and sell consolidated stock of said city *in such amounts as said board shall from time to time in its discretion determine to be needed,* and at such a rate of interest as may be fixed by said comptroller, not exceeding four per centum per annum. Said stock shall provide for the payment of the principal and interest in gold coin of the United States of America, and shall be free from taxation and shall be redeemable within a period of time not exceeding forty-five years from the date of their issue. It shall not be sold for less than the par value thereof. The proceeds of the same shall be paid out and expended for the purposes for which the same are issued upon vouchers certified by the department of public parks. The aggregate amount of said stock, to be issued under *the provisions of this act, shall be fixed by the board of estimate and apportionment in its discretion.**

Section 5. All acts and parts of acts inconsistent with the provisions of this act are hereby repealed.

Section 6. This act shall take effect immediately.

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* The act of 1897 provided as follows:

"The aggregate amount of said stock, to be issued under provision of this act, shall not exceed two millions, five hundred thousand dollars."

XXXVI.

RESOLUTIONS OF THE BOARD OF ESTIMATE AND APPORTIONMENT OF THE CITY OF NEW YORK RELATIVE TO THE LIBRARY BUILDING TO BE CONSTRUCTED IN BRYANT PARK.

ADOPTED 1 DECEMBER, 1897.

Whereas, by Chapter 556 of the Laws of 1897, entitled "An Act to provide for the construction of a public building in Bryant Park, in the City of New York, to be occupied by The New York Public Library, Astor, Lenox and Tilden Foundations," it was provided that the Department of Public Parks in the City of New York was authorized to remove the reservoir now occupying a portion of Bryant Park, and to erect, construct, maintain, equip and furnish in said Bryant Park, or in or upon any portion thereof, a suitable and appropriate fire-proof building, in accordance with plans to be made and prepared by the Trustees of the New York Public Library, Astor, Lenox and Tilden Foundations, and to be approved by this Board; and,

Whereas, by Section 3 of the said Act this Board was further authorized at any time after the passage of said Act to enter into a contract with the said The New York Public Library, Astor, Lenox and Tilden Foundations, for the use by such corporation and its successors of the building so to be erected, constructed, equipped and furnished for the purpose of maintaining therein a public library and reading room and of carrying on the objects and purposes of the said corporation; and

Whereas, The New York Public Library, Astor, Lenox and Tilden Foundations, has caused plans to be made and prepared by Messrs. Carrère & Hastings, architects, which said plans provide for a building to be erected of marble, or other light-

colored stone, in said Bryant Park, facing Fifth avenue, at a distance of about 75 feet therefrom, such building being about 350 feet in width, front and rear, and about 250 feet in depth; and

Whereas, the said The New York Public Library, Astor, Lenox and Tilden Foundations, has submitted a proposed contract.

Now, Therefore, be it resolved:

First.—That this Board of Estimate and Apportionment do now approve the plans made and prepared by the Trustees of the New York Public Library, Astor, Lenox and Tilden Foundations, being the plans now exhibited and marked "The New York Public Library, Astor, Lenox and Tilden Foundations, plan for library building, drawing No. ," the said drawings being numbered from one to ten, both inclusive.

Second.—That the Department of Public Parks be and it is hereby authorized and requested at the time and in the manner provided in Chapter 556, Laws of 1897, to remove the reservoir now occupying a portion of Bryant Park, in the City of New York, and to erect, construct, maintain, equip and furnish in said Bryant Park a suitable and appropriate fireproof building in accordance with the plans this day approved by this Board, such buildings to be used and occupied as a public library and reading room by the said The New York Public Library, Astor, Lenox and Tilden Foundations, and to be constructed either of marble or Indiana limestone, or of such other stone as may hereafter be suggested by the architects and approved by the Trustees of The New York Public Library, Astor, Lenox and Tilden Foundations, and by the Board of Estimate and Apportionment.

Third.—That the Department of Public Parks be authorized and requested to employ Messrs. Carrère & Hastings, the authors of the said plans for the new library building, as architects, to prepare the detailed drawings, forms of contract and specifications for said building, pursuant to Section 2 of said Act, and to superintend the erection of said building; said employment of such architects to be in accordance with

a contract to be prepared by the Counsel to the Corporation, which contract shall contain a provision fixing the compensation to be paid to the said architects at the customary fees, as declared by the American Institute of Architects.

Fourth.—That the contract presented by the said The New York Public Library, Astor, Lenox and Tilden Foundations, a copy of which is hereto annexed, be and the same hereby is approved, and that the same be executed on behalf of the City and delivered as soon as the same is executed by or on behalf of the said The New York Public Library, Astor, Lenox and Tilden Foundations.

XXXVII.

LEASE AND AGREEMENT FOR THE USE AND OCCUPATION OF THE LIBRARY BUILDING TO BE CONSTRUCTED IN BRYANT PARK.

DATED 8 DECEMBER, 1897.

This Agreement, made and concluded this eighth day of December, in the year one thousand eight hundred and ninety-seven, by and between the Mayor, Aldermen and Commonalty of the City of New York by the Board of Estimate and Apportionment of said city, party of the first part, and The New York Public Library, Astor, Lenox and Tilden Foundations, party of the second party, **witnesseth**:

Whereas, the land now occupied by the reservoir upon Fifth avenue, between 40th and 42d streets, in the City of New York, has been made a portion of a public park, and by an act of the Legislature of the State of New York, passed May 19, 1897, entitled "An Act to provide for the construction of a public building in Bryant Park, in the City of New York, to be occupied by the New York Public Library, Astor, Lenox and Tilden Foundations," the Department of Public Parks was authorized to remove the said reservoir occupying a portion of said Bryant Park, and to erect, construct, maintain, equip and furnish in the said Bryant Park, or some portion thereof, a suitable and appropriate fire-proof building in accordance with plans to be made and

prepared by the party of the second part, and to be approved by the party of the first part, such building to be used and occupied as a public library and reading-room by the said party of the second part for the purpose of carrying out the objects and purposes of the said corporation and of its consolidation;

And whereas, the said party of the first part, in and by the said act, was authorized at any time after the passage of said act to enter into a contract with the said party of the second part for the use and occupation by the said party of the second part and its successors of the building so to be erected, constructed, equipped and furnished, for the purpose of maintaining therein a public library and reading-room and carrying out the objects and purposes of the said corporation as provided by its agreement of consolidation, and any amendments to be hereafter authorized to the same, and which contract by the terms of said act was to provide for such use and occupation so long as the said party of the second part shall maintain such public library and reading-room therein and shall use said building so to be erected for the purposes thereof;

And whereas, the said party of the second part has made and prepared plans for such library building so to be erected, which said plans provide for a building to be erected in said Bryant Park, facing Fifth avenue, at a distance of about 75 feet therefrom, and being about 350 feet in width, front and rear, and about 250 feet in depth;

And whereas, the said Board of Estimate and Apportionment has duly approved the said plans pursuant to the terms of said Act, and has requested the Department of Public Parks to remove the reservoir now occupying a portion of Bryant Park, and to erect, construct, maintain, equip and furnish in said Park a fire-proof building, in accordance with said plans; such building to be used and occupied as a public library and reading room by the said The New York Public Library, Astor, Lenox and Tilden Foundations, and to be constructed either of marble or Indiana limestone, or of such other stone as may hereafter be suggested by the architects and approved by the Trustees of

The New York Public Library, Astor, Lenox and Tilden Foundations, and by the Board of Estimate and Apportionment;

And whereas, it is the intention of the party of the second part to arrange to dispose of certain real estate and property owned by it, and in other respects to prepare for the occupation of the said building, and the carrying on of the public purposes of said corporation therein;

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

First.—The party of the first part has granted, demised and let, and doth by these presents grant, demise and let, unto the party of the second part and its successors the said library building so to be erected within or upon said Bryant Park upon the site now occupied by said reservoir, together with the appurtenances thereunto belonging, TO HAVE AND TO HOLD the same unto the party of the second part and its successors so long as the said party of the second part shall continue to maintain such public library and reading-room therein, and so long as the said party of the second part shall use and occupy such building for the purpose of maintaining therein a public library and reading-room and carrying on the objects and purposes of the said corporation, as provided by its said agreement of consolidation and the several acts incorporating the Trustees of the Astor Library, the Trustees of the Lenox Library and the Tilden Trust, respectively, and any amendments to be hereafter authorized to the same, and so long as the party of the second part shall faithfully keep, perform and observe the covenants and conditions herein contained on its part to be kept, performed and observed.

Second.—Neither the party of the first part, its successors or successor, nor the Mayor, Aldermen and Commonalty of the City of New York, nor their successors, shall be chargeable or liable for the preservation of said building or the property of the party of the second part therein, against fire, or for any damage or injury to be caused by fire to the said property; but it is agreed that, the damages aforesaid excepted, the said party

of the first part shall, on reasonable demand, at all times maintain and keep the said building in repair.

Third.—As soon after the completion and equipment of said building as practicable, the said party of the second part shall transfer to, place and arrange in said building, its library and collections, 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 hereinbefore granted.

Fourth.—The said library shall be accessible at all reasonable hours and times for general use, free of expense to persons resorting thereto, subject only to such control and regulation as the party of the second part, its successor or successors, from time to time may exercise and establish for general convenience; provided, however, that one or more reading rooms in said library shall be open and accessible to the public upon every day of the week except Sundays, but including all legal or public holidays, from at least nine o'clock A. M. until at least nine o'clock P. M. and on Sundays from one o'clock P. M. until nine o'clock P. M., under such rules and regulations as the said Board of Trustees shall prescribe from time to time; and provided that there shall at all times be established and maintained in the said library a free circulating branch, and that the same shall be opened for the use of the public during the day time on Sunday and during the evening of each other day of the week for such time as may be prescribed by the said Board of Trustees in control of said library, the hour for closing said branch of the library, however, on each evening to be not earlier than 10 o'clock.

Fifth.—The said library 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 party of the first part, nor said Mayor, Aldermen and Commonalty of the City of New York, nor their successors, shall by reason of said property being placed in the said building, or continuing therein, have any right, title, property or interest therein, nor

shall the party of the second part, by reason of its use and occupation of this building under said agreement, acquire, or be deemed to have acquired, any right, title, property or interest in the said building and the appurtenances, or the land on which the same is erected, except in so far as expressly granted by this agreement.

Sixth.—The said party of the second part shall, on or before the 31st day of December in each year, during the continuance of this agreement, submit to the Mayor of the City of New York a detailed printed report of the operations and transactions of said party of the second part, and of all its receipts and payments for the year ending with the 30th day of June next preceding.

Seventh.—The authorities of the City of New York shall have at all times access to every part of said building for general police visitation and supervision; and also for the purpose of the performance of the duties devolved upon them by the laws of the State of New York or of the City of New York now enacted or hereafter to be enacted; and the police powers of the said party of the first part shall extend in, through and by the said building. The party of the second part, however, shall appoint, direct, control and remove all persons employed within said building, in and about the care of the building, and the library and collections therein contained, excepting the regular policeman on duty within the building or grounds, if any, and the employés of the Park Department engaged in gardening or construction.

Eighth.—The city shall annually provide funds for the maintenance and repair of the building, and the city authorities, or Department of Public Parks acting under its direction, shall, at all times, provide and care for the roads, walks, fences, grading and general care of the grounds and appurtenances attached thereto. The city, in addition, shall, at all times, furnish a supply of water and adequate police patrol and protection. With the limitations already defined, the party of the second part shall exercise entire direction and management over all the affairs of the library building and the books, collections and appurtenances.

Ninth.—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 upon in writing between the said parties or their successors, anything herein to the contrary in anywise notwithstanding.

In Witness Whereof, the party of the first part has caused this Agreement to be executed by the Board of Estimate and Apportionment, pursuant to a resolution of the said Board adopted at a meeting held on the first day of December, in the year one thousand eight hundred and ninety-seven; and the said party of the second part has caused the same to be executed by its President and its official seal affixed thereto, pursuant to resolution of the Trustees of the New York Public Library, Astor, Lenox and Tilden Foundations, and adopted at a meeting held on the eighth day of December, in the year one thousand eight hundred and ninety-seven.

W. L. STRONG,
Mayor.

ASHBEL P. FITCH,
Comptroller.

JOHN JEROLOMAN,
President of the Board of Alderman.

E. P. BARKER,
President of the Department of Taxes and Assessments.

FRANCIS M. SCOTT,
Counsel to the Corporation.

JOHN BIGELOW,
President New York Public Library, Astor, Lenox and Tilden Foundations.

Attest:
G. L. RIVES,
Secretary.

(CORPORATE SEAL.)

XXXVIII.

RESOLUTIONS OF THE DEPARTMENT OF PUBLIC PARKS OF THE CITY OF NEW YORK RELATIVE TO THE LIBRARY BUILDING TO BE CONSTRUCTED IN BRYANT PARK.

ADOPTED 6 DECEMBER, 1897.

Whereas, the land now occupied by the reservoir upon Fifth avenue, between 40th and 42d streets, in the City of New York, has been made, pursuant to lawful authority, a portion of a public park known as Bryant Park; and

Whereas, by Chapter 556 of the Laws of 1897 of the State of New York, the Department of Public Parks in the City of New York was authorized to remove the reservoir now occupying a portion of said Bryant Park, and to erect, construct, maintain, equip and furnish in said Bryant Park, or in or upon any portion thereof, a suitable and appropriate fire-proof building, in accordance with plans to be made and prepared by the Trustees of The New York Public Library, Astor, Lenox and Tilden Foundations, and to be approved by the Board of Estimate and Apportionment of the City of New York; such building to be used and occupied as a public library and reading room by the said The New York Public Library, Astor, Lenox and Tilden Foundations; and

Whereas, the Trustees of the New York Public Library, Astor, Lenox and Tilden Foundations, have caused plans to be made and prepared by Messrs. Carrère & Hastings, architects, and the said plans have been approved by the Board of Estimate and Apportionment of the City of New York, being the plans now exhibited and marked "The New York Public Library, Astor, Lenox and Tilden Foundations. Plan for Library Building,

drawing No. ," the said drawings being numbered from 1 to 10, both inclusive; and,

Whereas, the Board of Estimate and Apportionment, by resolution adopted the 1st day of December, 1897, has authorized and requested the Department of Public Parks to remove the reservoir now occupying a portion of said Bryant Park and to erect, construct, maintain, equip and furnish in said Bryant Park a suitable and appropriate fire-proof building in accordance with the said plans approved by the said Board of Estimate and Apportionment, such building to be used and occupied as a public library and reading room by the said The New York Public Library, Astor, Lenox and Tilden Foundations, and to be constructed either of marble or Indiana limestone, or of such other stone as may hereafter be suggested by the architects and approved by the Trustees of The New York Public Library, Astor, Lenox and Tilden Foundations, and by the Board of Estimate and Apportionment; and

Whereas, the Board of Estimate and Apportionment has also authorized and requested the Department of Public Parks to employ Messrs. Carrère & Hastings, the authors of the said plans for the new library buildings, as architects to prepare the detailed drawings, forms of contract and specifications of the said building pursuant to Section 2 of said act, and to superintend the erection of said building, said employment of such architects to be in accordance with a contract to be prepared by the Counsel to the Corporation, which contract shall contain a provision fixing the compensation to be paid to the said architects;

Resolved, that this Department proceed, as provided in Chapter 556 of the Laws of 1897, to erect, construct, maintain, equip and furnish in said Bryant Park a building in accordance with the said plans approved by the Board of Estimate and Apportionment, said building to be constructed either of marble or Indiana limestone, or such other stone as may hereafter be suggested by the architects and approved by the Trustees of the New York Public Library, Astor, Lenox and Tilden Foundations, and by the Board of Estimate and Apportionment; said building to be fireproof; walls to be of solid masonry; founda-

tions to be as much as possible of solid masonry, and, if possible, of materials now on the ground; floor construction to be of steel beams with masonry filling; plumbing, machinery, heating, ventilating, electric lighting, boilers and all mechanical appliances to be of the most approved type and make; book stacks and book machinery to be as may be approved by the Trustees of the Library.

Resolved, that in connection with the erection of said building, this Board will remove the reservoir now occupying a portion of Bryant Park, such removal to be made by contract as hereinafter provided.

Resolved, that Messrs. Carrère & Hastings be and they are hereby employed as architects, such employment to be in accordance with the contract prepared by the Counsel to the Corporation, and this day submitted to the Board, which said contract is hereby approved and ordered to be executed by the President and Secretary of this Board.

Resolved, that the architects be and they are hereby instructed to proceed forthwith to prepare drawings, forms of contract and specifications for said building, pursuant to Section 2, Chapter 556, Laws of 1897.

Resolved, that the architects be and they are hereby instructed to consider and report as to the best method of removing the reservoir, and as to the expediency of using and employing the materials composing said reservoir, or some part thereof in and about the erection and construction of the new building, or as to what other use can be made of such materials, and that the architects be instructed to prepare forms of contract for the approval of this Board in reference to removing said materials or selling or disposing of the same; or making other use thereof as the said architects may think best.

XXXIX.

AGREEMENT BETWEEN THE CITY OF NEW YORK AND THE ARCHITECTS OF THE LIBRARY BUILDING TO BE CONSTRUCTED IN BRYANT PARK.

DATED 9 DECEMBER, 1897.

Articles of Agreement made and entered into this ninth day of December, in the year one thousand eight hundred and ninety-seven, by and between the Mayor, Aldermen and Commonalty of the City of New York, by The Department of Public Parks of the City of New York, party of the first part, and John M. Carrère and Thomas Hastings, architects, under the firm name and style of Carrère & Hastings, of said City of New York, parties of the second part.

For the sake of brevity the party of the first part is hereinafter designated as "the City," and the parties of the second part are hereinafter designated as "the Architects."

Whereas, on or about the first day of December, 1897, the Board of Estimate and Apportionment of the City of New York, acting under and pursuant to the provisions of Sections 1 and 4 of Chapter 556 of the Laws of 1897, of the State of New York, duly resolved to approve and did approve the plans made and prepared by the Trustees of The New York Public Library, Astor, Lenox and Tilden Foundations, for the construction of a public building in Bryant Park in the City of New York, to be used and occupied as a public library and reading room by the said The New York Public Library, Astor, Lenox and Tilden Foundations, said plans having been submitted by the architects, and selected and adopted by the said Trustees, and submitted to the Board of Estimate and Appor-

tionment for their approval, and the Trustees having recommended the authors as the architects of the said building; and

Whereas, the said Board of Estimate and Apportionment did; by resolution, authorize and request the Department of Public Parks, at the time and in the manner provided in said Chapter 556, to remove the reservoir now occupying a portion of Bryant Park, in the City of New York, and to erect, construct, maintain, equip and furnish in said Bryant Park a suitable and appropriate fire-proof building in accordance with the plans above referred to; and

Whereas, the said Board of Estimate and Apportionment did also authorize and request the Department of Public Parks to employ Messrs. Carrère & Hastings, the authors of the said plans above referred to, to prepare the detail drawings, forms of contract and specifications for the said building, pursuant to Section 2 of said Act, and to supervise the erection of the said building; said employment of such architects to be in accordance with a contract to be prepared by the Counsel to the Corporation, which contract shall contain a provision fixing the compensation to be paid to said architects at the customary fees as declared by the American Institute of Architects; and

Whereas, The Department of Public Parks did on or about the sixth day of December, 1897, resolve to proceed to remove the reservoir now occupying a portion of Bryant Park in the City of New York, and to erect, construct, maintain, equip and furnish in said Bryant Park a suitable and appropriate fireproof building, in accordance with the plans approved by the Board of Estimate and Apportionment, and did also resolve to employ Messrs. Carrère & Hastings, as architects for said building, both for the preparation of said plans and specifications, and for the superintending and completion of said building, and did duly instruct said architects to prepare the necessary preliminary studies, plans and working drawings for the construction and completion of said building.

Now, Therefore, this Agreement Witnesseth, that the said architects for and in consideration of the performance by the

XXXIX.

AGREEMENT BETWEEN THE CITY OF NEW YORK AND THE ARCHITECTS OF THE LIBRARY BUILDING TO BE CONSTRUCTED IN BRYANT PARK.

DATED 9 DECEMBER, 1897.

Articles of Agreement made and entered into this ninth day of December, in the year one thousand eight hundred and ninety-seven, by and between the Mayor, Aldermen and Commonalty of the City of New York, by The Department of Public Parks of the City of New York, party of the first part, and John M. Carrère and Thomas Hastings, architects, under the firm name and style of Carrère & Hastings, of said City of Nev York, parties of the second part.

For the sake of brevity the party of the first part is herei after designated as "the City," and the parties of the secor part are hereinafter designated as "the Architects."

Whereas, on or about the first day of December, 1897, Board of Estimate and Apportionment of the City of N York, acting under and pursuant to the provisions of Sect 1 and 4 of Chapter 556 of the Laws of 1897, of the Sta New York, duly resolved to approve and did approve the p made and prepared by the Trustees of The New York P Library, Astor, Lenox and Tilden Foundations, for the struction of a public building in Bryant Park in the C New York, to be used and occupied as a public libra reading room by the said The New York Public Library, Lenox and Tilden Foundations, said plans having be mitted by the architects, and selected and ad Trustees, and submitted to the Board of

tionment for their approval, and the Trustees having recommended the authors as the architects of the said building; and

Whereas, the said Board of Estimate and Apportionment did, by resolution, authorize and request the Department of Public Parks, at the time and in the manner provided in said Chapter 556, to remove the reservoir now occupying a portion of Bryant Park, in the City of New York, and to erect, construct, maintain, equip and furnish in said Bryant Park a suitable and appropriate fire-proof building in accordance with the plans above referred to; and

Whereas, the said Board of Estimate and Apportionment did also authorize and request the Department of Public Parks to employ Messrs. Carrère & Hastings, the authors of the said plans above referred to, to prepare the detail drawings, forms of contract and specifications for the said building, pursuant to Section 2 of said Act, and to supervise the erection of the said building; said employment of such architects to be in accordance with a contract to be prepared by the Counsel to the Corporation, which contract shall contain a provision fixing the compensation to be paid to said architects at the customary fees as declared by the American Institute of Architects; and

Whereas, The Department of Public Parks did on or about the sixth day of December, 1897, resolve to proceed to remove the reservoir now occupying a portion of Bryant Park in the City of New York, and to erect, construct, maintain, equip and furnish in said Bryant Park a suitable and appropriate fireproof building, in accordance with the plans approved by the Board of Estimate and Apportionment, and did also resolve to employ Messrs. Carrère & Hastings, as architects for said building, both for the preparation of said plans and specifications, and for the superintending and completion of said building, and did duly instruct said architects to prepare the necessary preliminary studies, plans and working drawings for the construction and completion of said building.

Now, Therefore, this Agreement Witnesseth, that the said architects for and in consideration of the performance by the

City of this agreement on its part, undertake and agree to and with said City to fully furnish and perform their services as architects in the construction, equipment, fixtures, fittings, furniture and accessories, and in the supervision thereof in the erection and completion for occupation of the said public building in Bryant Park in the City of New York.

The City hereby retains and employs the said architects to perform the aforesaid services, and agrees to pay them therefor the customary fees as declared by the American Institute of Architects, as follows: Five per cent. upon the total cost of the building, including all the fixtures necessary to render the building fit for occupation, but not including furniture not designed or selected by the architects.

It is understood and agreed that no special rate for monumental or decorative work, or designs for furniture, in excess of the general compensation of 5 per cent. upon the cost of the work, shall be charged, and that no charge shall be made for mural decorations except when designed by the architects, any custom of architects to the contrary notwithstanding.

It is mutually understood and agreed that the fees of consulting engineers to be retained and employed as hereinafter provided shall be paid by the City and not by the architects.

The City further undertakes and agrees to pay the said architects for their services, at the rate above specified, as follows: One per cent. on the proposed cost of the work upon the completion of the preliminary sketches, the amount so paid to be credited on the total commission of 5 per cent. of the actual cost, whether the estimate of the cost of the building shall prove greater or less than the actual cost; 2½ per cent. upon the amount of each contract duly awarded and made payable when such contract is awarded or made; 1½ per cent. upon the amount of each certificate duly given by the architects to contractors.

It is, however, mutually understood and agreed that if the City shall fail or neglect in due time to award contracts, or to provide for the construction and completion of said building in accordance with said plans and under this agreement, the architects shall nevertheless be entitled to their fee upon the estimated

cost of the work in accordance with the schedule given by the American Institute of Architects in case of abandonment of work.

The City further undertakes and agrees to retain and employ consulting engineers as follows: One engineer for heating and ventilating, one engineer for electric lighting and machinery, one engineer for structural work and foundations; such engineers to be appointed by the City, and to be suggested by the architects and approved by the Trustees of The New York Public Library, Astor, Lenox, and Tilden Foundations.

The architects further agree that they will furnish, without further charge, upon the completion of the building, a full set of drawings exhibiting all essential particulars of its design and construction for future reference, such set of drawings to be permanently filed in said Library Building.

In Witness Whereof, the party of the first part hath caused this agreement to be executed by the President and Secretary of the Department of Public Parks pursuant to a resolution of the Board of Commissioners of said Department, adopted at a meeting held on the sixth day of December, 1897, and the parties of the second part have hereunto set their hands and seals all on the day and year first above written.

SAM'L MCMILLAN,
President.

WILLIAM LEARY,
Secretary.

JOHN M. CARRÈRE. [SEAL.]

THOMAS HASTINGS. [SEAL.]

Documents Relating to The New York Free Circulating Library.

XL.

CERTIFICATE OF INCORPORATION.

DATED 11 MARCH, 1880.
FILED IN COUNTY CLERK'S OFFICE, NEW YORK COUNTY, 13 MARCH, 1880.
FILED IN OFFICE OF THE SECRETARY OF STATE, ALBANY, N. Y., 15 MARCH, 1880.

State of New York,
City and County of New York, } ss.:

We, Benjamin H. Field, Philip Schuyler, Wm. W. Appleton, Julia G. Blagden and Mary S. Kernochan, do hereby certify that we desire to form a Society pursuant to the provisions of an Act of the Legislature of the State of New York entitled "An Act for the incorporation of benevolent, charitable, scientific and missionary societies," passed April 12, 1848*, and the several acts extending or amending said Act.

First: That the Corporate Name of said Society is to be

THE NEW YORK FREE CIRCULATING LIBRARY.

Second: That the Object for which said Society is formed is to furnish free reading to the people of the City of New York by the Establishment (in one or more places, in the City of New York) of a Library or Libraries with or without Reading Rooms; which Library or Libraries and Reading Rooms shall be open (without payment) to the public.

Third: This Society shall be managed by a Board of Twenty-One (21) Trustees.

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* (Laws of 1848, chapter 319.)

XXXIX.

AGREEMENT BETWEEN THE CITY OF NEW YORK AND THE ARCHITECTS OF THE LIBRARY BUILDING TO BE CONSTRUCTED IN BRYANT PARK.

DATED 9 DECEMBER, 1897.

Articles of Agreement made and entered into this ninth day of December, in the year one thousand eight hundred and ninety-seven, by and between the Mayor, Aldermen and Commonalty of the City of New York, by The Department of Public Parks of the City of New York, party of the first part, and John M. Carrère and Thomas Hastings, architects, under the firm name and style of Carrère & Hastings, of said City of New York, parties of the second part.

For the sake of brevity the party of the first part is hereinafter designated as "the City," and the parties of the second part are hereinafter designated as "the Architects."

Whereas, on or about the first day of December, 1897, the Board of Estimate and Apportionment of the City of New York, acting under and pursuant to the provisions of Sections 1 and 4 of Chapter 556 of the Laws of 1897, of the State of New York, duly resolved to approve and did approve the plans made and prepared by the Trustees of The New York Public Library, Astor, Lenox and Tilden Foundations, for the construction of a public building in Bryant Park in the City of New York, to be used and occupied as a public library and reading room by the said The New York Public Library, Astor, Lenox and Tilden Foundations, said plans having been submitted by the architects, and selected and adopted by the said Trustees, and submitted to the Board of Estimate and Appor-

tionment for their approval, and the Trustees having recommended the authors as the architects of the said building; and

Whereas, the said Board of Estimate and Apportionment did, by resolution, authorize and request the Department of Public Parks, at the time and in the manner provided in said Chapter 556, to remove the reservoir now occupying a portion of Bryant Park, in the City of New York, and to erect, construct, maintain, equip and furnish in said Bryant Park a suitable and appropriate fire-proof building in accordance with the plans above referred to; and

Whereas, the said Board of Estimate and Apportionment did also authorize and request the Department of Public Parks to employ Messrs. Carrère & Hastings, the authors of the said plans above referred to, to prepare the detail drawings, forms of contract and specifications for the said building, pursuant to Section 2 of said Act, and to supervise the erection of the said building; said employment of such architects to be in accordance with a contract to be prepared by the Counsel to the Corporation, which contract shall contain a provision fixing the compensation to be paid to said architects at the customary fees as declared by the American Institute of Architects; and

Whereas, The Department of Public Parks did on or about the sixth day of December, 1897, resolve to proceed to remove the reservoir now occupying a portion of Bryant Park in the City of New York, and to erect, construct, maintain, equip and furnish in said Bryant Park a suitable and appropriate fireproof building, in accordance with the plans approved by the Board of Estimate and Apportionment, and did also resolve to employ Messrs. Carrère & Hastings, as architects for said building, both for the preparation of said plans and specifications, and for the superintending and completion of said building, and did duly instruct said architects to prepare the necessary preliminary studies, plans and working drawings for the construction and completion of said building.

Now, Therefore, this Agreement Witnesseth, that the said architects for and in consideration of the performance by the

hand paid by the said party of the third part, the receipt whereof is hereby acknowledged by these presents,

Have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the third part, its successors and assigns forever,

All that certain lot, piece or parcel of ground, and building thereon, situate, lying and being in the Fifteenth Ward of the City of New York, and known and distinguished on a map of Land in the Eighth (now Fifteenth) Ward of the City of New York, belonging to William Israel, compiled by Edward Dougherty, City Surveyor, February 22, 1825, as lot No. Two; bounded as follows: Northeast in front by Bond Street; Southwesterly in the rear by land now or formerly of Stephen J. Brinckerhoff; Southeast by Lot No. One on said map, and Northwesterly by Lot No. Three on said map.

Containing in width in front twenty five feet, in the rear twenty five feet (25.5¾) five inches and three quarters of an inch (5¾), and in depth on the Northwesterly side, seventy nine feet and nine inches, and on the southeasterly side, seventy four feet and ten inches. Said premises being now known by the Street Number 49 Bond Street.

Together with all and singular the edifices, buildings, rights, members, privileges, advantages, hereditaments and appurtenances to the same belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

And Also, all the estate, right, title, interest, claim and demand whatsoever, both in law and equity, which the said testatrix had in her lifetime and at the time of her decease, and which the said parties of the first and second parts, or either of them, have by virtue of the said last will and testament, or other wise, of, in and to the same, and every part and parcel thereof, with the appurtenances.

To have and to hold the said premises above mentioned and described, and hereby granted and conveyed, or intended so to

be, with the appurtenances, unto the said party of the third part its successors and assigns, to its and their own proper use, benefit and behoof forever.

And the said parties of the first and second parts covenant, grant, promise and agree, to and with the said party of the third part, its successors and assigns, that the said party of the third part, its successors and assigns shall and lawfully may from time to time, and at all times forever hereafter peaceably and quietly have, hold, use, occupy, possess and enjoy all and singular the said hereditaments and premises hereby granted and conveyed, or intended so to be, with their and every of their appurtenances, and receive and take the rents, issues and profits thereof to and for its and their own use and benefit without any lawful let, suit, hindrance, molestation, interruption or denial whatsoever, of, from or by them, the said parties of the first and second parts, or, of from or by any other person or persons whomsoever, lawfully claiming or who shall or may lawfully claim hereafter, by, from or under them or either of them, or by, from or under their or either of their right, title, interest or estate, and that the same are now free and clear and freely and clearly discharged, acquitted and exonerated, or otherwise well and sufficiently saved, defended, kept harmless and indemnified by them, the said parties of the first and second parts, their successors and heirs of, from and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, judgments and all other charges and incumbrances whatsoever, had, made, committed, executed or done by them, the said parties of the first and second parts, or by through or with their, or either of their acts, deeds, means, consent, procurement or privity.

In Witness Whereof, the said parties of the first and second parts have hereunto set their hands and seals the day and year first above written.

WILLIAM F. RUXTON,
Executor of Sarah M. Grinnell, deceased [L.S.]
SYLVIA H. RUXTON [L.S.]
SARAH M. WATTS [L.S.]

XLIII.

DEED BY THE EXECUTOR OF AND TRUSTEE UNDER THE WILL OF SARAH M. GRINNELL, DECEASED, OF THE PREMISES NO. 49 BOND STREET.

DATED 31 OCTOBER, 1882.
RECORDED IN NEW YORK REGISTER'S OFFICE, 15 NOVEMBER, 1882.
LIBER 1692 OF CONVEYANCES, PAGE 143.

This Indenture, made the Thirty first day of October in the year of our Lord one thousand eight hundred and eighty two,

Between WILLIAM F. RUXTON as Executor of and Trustee under the Last Will and Testament of SARAH M. GRINNELL, deceased, party of the first part, and NEW YORK FREE CIRCULATING LIBRARY, party of the second part.

Witnesseth that the said party of the first part, by virtue of the power and authority to him given in and by the said Last Will and Testament and for and in consideration of the sum of fifteen thousand five hundred dollars lawful money of the United States of America to him in hand paid at or before the ensealing and delivery of these presents by the said party of the second part, the receipt whereof is hereby acknowledged and the said party of the second part, its successors and assigns, forever released and discharged from the same, by these presents hath granted, bargained, sold, aliened, released, conveyed and confirmed and by these presents doth grant, bargain, sell, alien, release, convey and confirm, unto the said party of the second part, its successors and assigns forever.

All that certain lot, piece or parcel of ground and building thereon situate, lying and being in the Fifteenth Ward of the City of New York, and known and distinguished on a Map of Land in the Eighth (now Fifteenth) Ward of the City of New York, belonging to William Israel compiled by Edward Doughty, City Surveyor February 22nd 1825 as lot Number 2 (two) bounded as follows; Northeast in front by Bond Street, Southwesterly in the rear by land now or formerly of Stephen J. Brinckerhoff, Southeast by lot No. 1 (one) on said Map, and Northwesterly by lot Number 3 (three) on said map; Containing in width in front twenty five (25) feet, in the rear Twenty five feet (25′ 5¾″) five inches and three quarters of an inch, (5¾″) and in depth on the Northwesterly side seventy-nine (79) feet and nine (9) inches and on the Southeasterly side Seventy-four (74) feet and ten (10) inches, said premises being now known by the Street Number (49) forty-nine Bond Street.

Together with all and singular the edifices, buildings, rights, members, privileges, advantages, hereditaments, and appurtenances, to the same belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

And also all the estate, right, title, interest, claim and demand whatsoever, as well in law as in equity, which the said Testatrix had in her lifetime and at the time of her decease, and which the said party of the first part has by virtue of the said last Will and Testament or otherwise, of in and to the same, and every part and parcel thereof with the appurtenances.

To have and to hold the said premises above mentioned and described and hereby granted and conveyed or intended so to be with the appurtenances unto the said party of the second part its successors and assigns to its own proper use benefit and behoof forever.

And the said party of the first part covenants, grants, promises and agrees, to and with the said party of the second part its successors and assigns, that the said party of the second part, its successors and assigns shall and lawfully may from time to time

and at all times forever hereafter peaceably and quietly have hold, use, occupy, possess and enjoy all and singular the said hereditaments and premises hereby granted and conveyed or intended so to be with their and every of their appurtenances and receive and take the rents issues, and profits thereof, to and for its and their own use and benefit, without any lawful let, suit, hindrance, molestation, interruption or denial whatsoever of from or by the said party of the first part, or his assigns, or of from or by any other person or persons whomsoever, lawfully claiming or who shall or may lawfully claim hereafter by from or under him or them or by from or under his or their right, title, interest or estate, and that the same are now free and clear and freely and clearly discharged, acquitted and exonerated and shall be well and sufficiently saved defended, kept harmless and indemnified by the said party of the first part, his successors and assigns, of from and against all and all manner of former and other gifts grants, bargains, sales, mortgages, judgments and all other charges and incumbrances whatsoever had, made, committed, executed or done by him the said party of the first part or by through or with his acts, deeds, means, consent, procurement or privity.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

W. F. RUXTON [L. S.]

XLIV.

ACT OF INCORPORATION.

An Act to incorporate the New York Free Circulating Library.

PASSED 18 APRIL, 1884.
LAWS OF 1884, CHAPTER 166.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section i The Society now existing in the city of New York, and incorporated under the laws relating to benevolent and literary societies, and named "The New York Free Circulating Library," is hereby created a body corporate under the name of "The New York Free Circulating Library;" and is authorized and empowered to take by purchase, grant, gift, devise or bequest, subject to all the provisions of the laws relative to devises and bequests by last will and testament, and hold, sell, lease, transfer and convey real and personal estate, for the use and benefit of said corporation for the objects for which it is created, but for no other.

Section ii. The title to any and all real and personal estate now held by the New York Free Circulating Library is hereby declared to be vested in the corporation hereby created.

Section iii. The corporation shall have power from time to time to adopt such a constitution and make and establish such by-laws, rules and regulations as the trustees thereof shall judge proper for the accomplishment of its benevolent objects; for the election of its officers; for prescribing their respective functions and mode of discharging the same; for the admission of members; for imposing and collecting admission fees, dues, fines and contributions from members; for regulating the times and places

of meetings; for suspending and expelling such members as shall refuse or neglect to comply with the said constitution, by-laws, rules and regulations and generally for the management and direction of the affairs and concerns of the said corporation.

Section iv. The number of trustees shall be twenty-one, and the names of those who shall manage the affairs of the corporation until their successors shall be chosen by the members are as follows: Henry E. Pellew, Benjamin H. Field, Ellen Shaw Barlow, Anne Redmond, William W. Appleton, J. Pierpont Morgan, William Greenough, Frederic W. Stevens, Julia G. Blagden, Amy Townsend, Mary S. Kernochan, Philip Schuyler, Frederick W. Whitridge, J. Frederic Kernochan, Robert Hoe, Jr., Temple Prime, Oswald Ottendorfer, Florence H. F. Tuckerman, W. C. Whitney and George W. Folsom, who are at present the trustees of the aforesaid society known as the "New York Free Circulating Library." The trustees shall thereafter be chosen by the members (at the annual meetings of the corporation) in such manner as the constitution may direct, but trustees shall in all cases hold office until their successors are elected.

Section v. In case of the death, resignation, neglect or refusal to act of any of the officers or trustees of said corporation the other trustees thereof may, at any regular meeting, elect by ballot a trustee or trustees, or officer or officers, in the stead of such trustees or officers, who shall hold their offices until the next meeting appointed by the constitution or by-laws for the election of officers or trustees, and until others shall be elected in their places.

Section vi. The object of said corporation is to furnish free reading to the people of the city of New York by the establishment and maintenance of a system of free circulating libraries with or without reading rooms, and by such other means as to its trustees may seem suitable and proper.

Section vii. The corporation hereby created shall possess the general powers and be subject to the restrictions and liabilities provided by the constitution of the state of New York.

Section viii. This act shall take effect immediately.

XLV.

CORRESPONDENCE AND RESOLUTIONS RELATING TO THE GIFT BY OSWALD OTTENDORFER OF THE OTTENDORFER BRANCH LIBRARY AND THE OTTENDORFER FUND.*

1.

LETTER OF MR. OTTENDORFER.

12 May, 1884.

Henry E. Pellew, Esq.,
President of the N. Y. Free Circulating Library.

DEAR SIR:

I wish to give and transfer to the New York Free Circulating Library the following property, viz.:

1. The Library, consisting of 8,000 volumes more or less, about one-half of which are in the German language, the others in the English language, and all of which will be in the building at Second Avenue, near Eighth Street, leased by the German Hospital and Dispensary to the N. Y. Free Circulating Library.

2. Furniture and fixtures suitable for the Library and Reading-room in said building.

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*At the time of the consolidation with The New York Public Library, Astor, Lenox and Tilden Foundations, 25 February, 1901, the Ottendorfer Fund was invested in $10,000 Morris & Essex Railroad Company First Mortgage 7 per cent. Bonds.

3. Certain bonds of the following description:

Ten first mortgage bonds of the Morris and Essex Railroad Co. at one thousand dollars each, bearing the following numbers: Nos. 221, 1119, 1142, 1143, 1144, 1145, 1146, 1202, 1203, 2509. Interest at 7%, payable on the 1st day of May and the 1st day of November; principal due May 1st, 1914. This property I will give to the New York Free Circulating Library, upon condition,

I. That that corporation shall maintain in the premises leased from the German Hospital and Dispensary in the City of New York a branch Free Circulating Library and Reading-room.

II. That in the reading-room shall be kept a sufficient number of periodicals and magazines, printed in the German language, so that visitors who read German may find an inducement to visit the same.

III. That a sufficient number of attendants in the Library and Reading-room should be able to understand and speak German, so that applicants for books and visitors of the reading-room speaking German may find there some one capable to give them the desired information.

IV. That such association shall hereafter maintain the fireproof vault, provided in the basement in the building aforesaid, for preserving valuable documents and books of the Library, and for the preservation of the records and papers of importance of such German (library) Societies in the City of New York as may apply for such permission, and under such rules and regulations as the Trustees of the New York Free Circulating Library may prescribe. The control over the vault to remain with the officers of said Free Circulating Library. Upon receipt of notice of acceptance of this property upon the above conditions by the New York Free Circulating Library, such acceptance to be manifested by a resolution of the Board of Trustees of such association, I will transfer the above specified property to it.

Respectfully, etc.,

OSWALD OTTENDORFER.

2.

Extract from the Minutes of the Trustees of The New York Free Circulating Library.

16 May, 1884.

Resolved, that the New York Free Circulating Library hereby gratefully accepts the munificent gifts tendered to it by the Hon. Oswald Ottendorfer in his communication to the President of the Library of May 12, 1884, upon the conditions specified in that letter.

Resolved, that the Library lease the premises in Second Avenue near Eighth Street from the German Hospital and Dispensary at an annual rent of one Dollar (payable May 1st), and that the President and Secretary be directed to execute the lease of said premises submitted and read to the Trustees, and to affix the seal of the Corporation thereto.

Resolved, I. That the Library hereafter maintain upon the premises leased from the German Hospital and Dispensary in the City of New York a branch Free Circulating Library.

II. That in the reading room shall be kept a sufficient number of Periodicals and Magazines printed in the German language, so that visitors who read German may find an inducement to visit the same.

III. That a sufficient number of attendants in the Library and Reading room should be able to speak German, so that applicants for books and visitors of the reading room speaking German may find there some one capable of giving them the desired information.

IV. That this association shall hereafter maintain the fireproof vault provided in the basement of the building aforesaid for preserving valuable documents and books of the Library, and for the preservation of the records and papers of importance of such German Societies in the City of New York as may apply for such permission, and under such rules and regulations as the

Trustees of the New York Free Circulating Library may prescribe. The control over the vault to remain with the officers of the Free Circulating Library.

Resolved, That as an inadequate recognition of the generosity of Mr. Ottendorfer that the Library thus established by him shall be forever known as the Ottendorfer Branch of the New York Free Circulating Library, and designated as such in the records and publications of the Corporation.

Resolved, that a copy of these Resolutions be sent to Mr. Ottendorfer.

XLVI.

LEASE BY THE GERMAN HOSPITAL AND DISPENSARY OF THE PREMISES NO. 135 SECOND AVENUE.

DATED 16 MAY, 1884.
RECORDED IN NEW YORK REGISTER'S OFFICE, 12 JUNE, 1884.
LIBER 1797 OF CONVEYANCES, PAGE 287.

This Agreement, made this sixteenth day of May A. D. 1884, By and Between THE GERMAN HOSPITAL AND DISPENSARY, a corporation created by and existing under the laws of the State of New York, party of the first part, and THE NEW YORK FREE CIRCULATING LIBRARY, a corporation created by and existing under the laws of the State of New York, party of the second part.

Witnesseth, That Whereas, Anna Ottendorfer and Oswald Ottendorfer did by deed (dated June 2nd A. D. 1883 and recorded in the Office of the Register of the City and County of New York, June 4th A. D. 1883, in Liber 1725 of Conveyances page 372), assign, transfer and convey unto The German Hospital and Dispensary, party of the first part hereto, certain lots, pieces or parcels of land, with the buildings thereon erected, on the Westerly side of Second Avenue, between Eighth and Ninth Streets, in the City of New York, upon certains conditions in said deed expressed and

Whereas, said deed contained in a certain condition which by the terms of said deed relates to such part of said premises

aforesaid, as is hereinafter particularly set forth and described which said condition is as follows:

The premises last hereinabove described are granted and conveyed upon condition that the same shall be let and demised from time to time to such association, society or corporation as shall agree to maintain upon such premises a free circulating library and reading rooms, the net rents and incomes derived from such letting to be applied by said party of the second part towards the general objects for which it was incorporated and established, and

Whereas, the New York Free Circulating Library, a corporation now existing in the City of New York, and created under the laws of the State of New York, is a society whose object is in strict accordance with the intention of the aforesaid condition.

Now therefore in consideration of these presents and of the covenants and agreements herein made by the parties to these presents each with the other, the said party hereto of the first part hereby covenants and agrees that the said party hereto of the second part shall have the sole and exclusive use and occupation of the following portion of the said premises (so as aforesaid assigned, transferred and conveyed to the said party hereto of the first part by Anna Ottendorfer and Oswald Ottendorfer) to-wit:

All that certain other lot of ground, situate in said City of New York, and bounded and described as follows:

Beginning at a point on the Westerly side or line of Second Avenue distant forty eight feet Northerly from the Northwesterly corner of Second Avenue and Eighth Street, and from thence running Westerly on a line parallel with Eighth Street seventy two feet six inches; thence running Northerly on a line parallel with Second Avenue twenty feet; thence running Easterly on a line parallel with Eighth Street seventy two feet and six inches to the Westerly side or line of Second Avenue; and thence running Southerly along the Westerly side or line of Second Avenue twenty feet to the point or place of beginning.

So long as the said party hereto of the second part shall be engaged in carrying out the objects for which it is incorporated, to wit:—furnishing free reading to the people of the City of New York, said described premises to be used for a circulating library and reading room and the purposes necessary thereto and for no other purpose.

And the said party hereto of the second part hereby agrees to pay to said party hereto of the first part on the first day of May in each and every year of such use and occupation the sum of One Dollar, and also to pay its proportionate share of all taxes, assessments or other charges which may be made, assessed or levied upon all the premises (so as aforesaid transferred, assigned and conveyed to said party hereto of the first part by Anna Ottendorfer and Oswald Ottendorfer) by the City, County or State of New York, or the United States of America, such proportionate share to be determined by the ratio which the superficial area of the building so used and occupied by said party hereto of the second part bears to the superficial area of the whole of the buildings located on said premises; and in case any dispute or difference of opinion may arise as to the amount of said proportionate share, the parties hereto mutually covenant and agree that such dispute or difference of opinion shall be finally and conclusively settled by the arbitration of two arbiters one chosen by each of the parties hereto and in case such two arbiters can not agree one more arbiter shall be chosen by said two arbiters whose decision shall in such case be final and conclusive.

And the said party hereto of the second part hereby covenants and agrees to keep all of the premises so in its use and occupation under this agreement at all times in good and proper repair and to pay all necessary charges therefor and all expenses of incorporation therein, and to defray its proportionate share of all the expenses of every kind in maintaining all of said premises, which shall be a joint expense, including the supplying the same with light heat and water, unless such expenses are arranged so as to be properly a separate charge; such proportionate share to be determined in the same manner as herein-

above provided for in case of taxes and assessments and other municipal State or United States charges.

And it is mutually agreed by and between the parties to these presents that should it become expedient or proper at any time in the future for the said party hereto of the first part to assign, transfer or convey the whole or any part of the premises (so as aforesaid conveyed to it by Anna Ottendorfer and Oswald Ottendorfer) or should they be by any power evicted therefrom, the said party hereto of the second part, may terminate this agreement by an instrument duly executed in writing and under seal.

In Witness Whereof, the parties hereto by their respective officers have hereunto set their hands and seals the day and year first above written.

THEODORE KILIAN
President

(CORPORATE SEAL.)

DR. G. LANGMANN
Secretary

THE NEW YORK FREE CIRCULATING LIBRARY.
By HENRY E. PELLEW
President

(CORPORATE SEAL)

WILLIAM GREENOUGH
Secretary.

XLVII.

LEASE BY THE GERMAN HOSPITAL AND DISPENSARY OF AN ADDITION TO THE PREMISES NO. 135 SECOND AVENUE.

DATED 12 JULY, 1897.

This Agreement, made this 12th day of July, 1897, by and between THE GERMAN HOSPITAL AND DISPENSARY, a corporation created by and existing under the laws of the State of New York, party of the first part, and THE NEW YORK FREE CIRCULATING LIBRARY, a corporation created by and existing under the laws of the State of New York, party of the second part,

Witnesseth, that whereas the said party hereto of the first part did by a certain agreement, bearing date May 16th, 1884, lease to the party of the second part hereto, "so long as the said "party of the second part hereto shall be engaged in carrying "out the objects for which it is incorporated, to wit, furnishing "free reading to the people of the City of New York, said de-"scribed premises to be used for a circulating library and read-"ing rooms and the purposes necessary thereto and for no "other purpose",—

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate in the City of New York and bounded and described as follows: **Beginning** at a point on the westerly side or line of Second Avenue distant

forty-eight (48) feet northerly from the northwesterly corner of Second Avenue and Eighth Street and from thence running westerly on a line parallel with Eighth Street seventy-two (72) feet Six (6) inches, thence running northerly on a line parallel with Second Avenue twenty (20) feet, thence running easterly on a line parallel with Eighth Street seventy two (72) feet six (6) inches to the westerly side or line of Second Avenue, and thence running southerly along the westerly side or line of Second Avenue twenty (20) feet to the point or place of beginning; and

Whereas since the date of said agreement first herein mentioned there has been erected at the rear of the premises in said agreement and in this instrument last hereinabove described an addition to the building existing at the date of the first mentioned agreement, and it is the intention of the parties to this agreement that the said parties hereto of the second part should hold and occupy premises in the rear of the premises in the first agreement described being twenty (20) feet in width (the full width of said lot) and forty-seven (47) feet six (6) inches in depth on each side with the buildings thereon erected, or now in course of erection under the same terms and agreement as those provided for in said agreement of May 16, 1884,

Now therefore in consideration of these presents and of the sum of One Dollar ($1.) in hand paid by the said party hereto of the second part to the said party hereto of the first part, the receipt whereof is hereby acknowledged, the said party hereto of the first part doth hereby covenant and agree that the said party hereto of the second part shall have the sole and exclusive use and occupation of the said lot and buildings in the rear of the premises in the said agreement of May 16, 1884, described,—being the full width of said lot, viz., twenty (20) feet in front and rear, and forty-seven (47) feet six (6) inches in depth on each side, under the same terms and conditions as were provided by said agreement of May 16, 1884.

And the said party hereto of the second part doth hereby covenant and agree that it will fully carry out and perform all

the covenants and agreements in said agreement of May 16, 1884; and

It is mutually covenanted and agreed by and between the parties to these presents, each for itself and its successors, that the additional piece or plot of land by this agreement demised shall be held and enjoyed by the party hereto of the second part in the same manner as if said additional plot of land and building had been included in said agreement of May 16, 1884.

In witness whereof the parties hereto by their respective officers have hereunto set their hands and seals the day and year first above written.

THE NEW YORK FREE CIRCULATING LIBRARY
(CORPORATE SEAL.) By J. FREDERIC KERNOCHAN,
President.

Attest: FRANCIS C. HUNTINGTON,
Secretary.

(CORPORATE SEAL.) THEODORE KILIAN,
President of the German Hospital and Dispensary in the City of New York.

WM. BALSEN,
Secretary.

XLVIII.

EXTRACTS FROM THE WILL OF OSWALD OTTENDORFER.

WILL DATED 22 MAY, 1891.
CODICIL I. DATED 25 MAY, 1892.
CODICIL II. DATED 29 NOVEMBER, 1897.
CODICIL III. DATED 30 OCTOBER, 1900.
ADMITTED TO PROBATE IN NEW YORK, 28 MARCH, 1901.
RECORDED LIBER 648 OF WILLS, PAGE 409.

WILL. ARTICLE FIFTEENTH.

I give and bequeath unto the New York Free Circulating Library in the City of New York, the sum of Twenty thousand dollars.

CODICIL III. ARTICLE EIGHTH.

If the New York Free Circulating Library, mentioned in the Fifteenth Article of my said will, shall prior to my death be consolidated with any other library corporation, it is my will that the legacy of Twenty thousand dollars given by said article of my will unto the said New York Free Circulating Library shall pass to and vest in such consolidated corporation.*

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* On 16 December, 1901, the sum of $20,000 was received from Mr. Ottendorfer's estate in payment of this legacy and added to the Principal Account of the Circulating Department of The New York Public Library.

XLIX.

CORRESPONDENCE AND RESOLUTIONS RELATING TO THE GIFT BY CATHERINE W. BRUCE OF THE GEORGE BRUCE BRANCH LIBRARY AND ITS SPECIAL ENDOWMENT FUND.

1.

LETTER OF MISS BRUCE.

17 JANUARY, 1887.

Benjamin H. Field, Esq.,
President N. Y. Free Circ. Lib.

DEAR SIR:

I propose to devote Fifty thousand dollars to the erection and maintenance of a Branch of the N. Y. Free Circ. Lib. to be called "The George Bruce Branch of the Free Crc. Library." As the purchase of a lot of land will be necessary and cash needed therefor, I enclose my check for $10,000 towards that object. The remainder will be paid at such times and in such manner as you will kindly inform me is most desirable.

Very Respectfully Yours,
CATH. W. BRUCE.

2.

EXTRACT FROM THE MINUTES OF THE TRUSTEES OF THE NEW YORK FREE CIRCULATING LIBRARY.

21 JANUARY, 1887.

Whereas, An offer has been made to the New York Free Circulating Library by Miss Catherine W. Bruce of Fifty Thousand

Dollars ($50,000) to establish a Branch Library to be named the George Bruce Branch of the N. Y. Free Circulating Library,

Resolved, that the Board of Trustees in behalf of the Society most gratefully accept this munificent gift and that the branch to be thus established be named the George Bruce Branch of the N. Y. Free Circulating Library; and

Resolved, that the thanks of the Board be tendered to Miss Catherine W. Bruce for her most generous gift, with the assurance that it shall be so invested and managed that her bounty shall prove a lasting benefit to the people of the City of New York; and

Resolved, that the Secretary be instructed to forward to Miss Bruce a suitably engrossed copy of the foregoing resolutions.

3.

Extract from the Minutes of the Trustees of The New York Free Circulating Library.

10 May 1887.

Whereas, Miss Catherine W. Bruce has promised to the New York Free Circulating Library the sum of $60,000 to found a Free Circulating Library in memory of her Father George Bruce, and

Whereas, Miss Bruce has paid in the sum of $40,000 on account thereof and is prepared to pay the balance thereof when the same is required, and

Whereas, the site and building have been decided upon and the cost of the same will amount to $50,000 or thereabouts, and

Whereas, Miss Bruce has expressed a wish that $10,000 of said sum should be always held in special investment for the purposes of the Bruce Library and the income only used, and also desires that the memorial so established should be always maintained by the Society,

Resolved, That the sum of $10,000 at least, part of such amount, be invested and the income used for the purpose of the

Bruce Library alone, and that the entire amount of $60,000 be always held separate for the purpose of this Memorial, and should the building and lot now selected for the Bruce Library be ever for any cause sold or destroyed by fire, that the proceeds be employed in the establishment of another Library in some place in this City to be selected and always held and maintained in the same name and for a perpetual memorial to George Bruce.*

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* Miss Bruce increased the endowment fund of the Bruce Branch Library by various gifts which were accepted by the Trustees in the terms of this resolution. These additional gifts were as follows:

13 May, 1890.

$10,000 Chicago & Eastern Illinois R.R. Co. 5 % General Consolidated First Mortgage Bonds. $10,000 Nashville, Chattanooga & St. Louis R.R. Co. First Consolidated Mortgage 5 % Bonds.

13 May, 1894.

$10,000 Third Avenue Railroad Company First Mortgage 5% 50 Year Gold Bonds.

The endowment fund at the time of the consolidation with The New York Public Library, Astor, Lenox and Tilden Foundations, 25 February, 1901, was invested as follows:

$10,000 Chicago & Eastern Illinois Railroad Consolidated 5-per-cent Bonds.

$10,000 Nashville, Chattanooga & St. Louis Railroad Consolidated 5-per-cent Bonds.

$10,000 Third Avenue Railroad Company of New York First Mortgage 5-per-cent Bonds.

$6,000 Louisville & Nashville Railroad Unified 4-per-cent Gold Bonds.

$4,000 Henderson Bridge Company First Mortgage 6-per-cent Bonds.

L.

DEED BY SAMUEL McMILLAN AND WIFE OF THE PREMISES NO. 226 WEST 42ND STREET, THE GEORGE BRUCE BRANCH LIBRARY SITE.*

DATED 9 MARCH, 1887.
RECORDED IN NEW YORK REGISTERS' OFFICE, 26 MARCH, 1887.
LIBER 2027 OF CONVEYANCES, PAGE 306.

This Indenture made the ninth day of March, in the year of our Lord one thousand eight hundred and eighty seven, between SAMUEL McMILLAN of the City, County and State of New York, and Elizabeth McMillan, his wife, parties of the first part, and THE NEW YORK FREE CIRCULATING LIBRARY, a Corporation duly chartered by Chapter 166 Laws of 1884, of the same place, party of the second part

Witnesseth That the said parties of the first part, for and in consideration of the sum of Twenty Seven Thousand Dollars lawful money of the United States of America to them in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged and the said party of the second part forever released and discharged from the same by these presents, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents do grant, bargain, sell, alien,

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* The erection of the George Bruce branch library building was begun in May, 1887, and was completed and the library opened to the public, 6 January 1888. The building cost, with land, and including equipment, the sum of $59,250.34, which was paid for out of the gift of Miss Catherine W. Bruce.

remise, release, convey and confirm unto the said party of the second part and to its successors and assigns forever, **All** that certain lot piece or parcel of land situate lying and being on the Southerly side of Forty second Street between the Seventh and Eighth Avenues in the City of New York and bounded and described as follows—

Commencing at a point on the Southerly side of Forty second Street, distant three hundred feet Westerly from the Southwesterly corner of Seventh Avenue and Forty second Street, running thence Southerly and parallel with Seventh Avenue Ninety eight feet and nine inches to the centre line of the Block between Forty first and Forty second Streets, thence Westerly along said centre line of the Block and parallel with Forty second Street twenty five feet, thence Northerly and again parallel with Seventh Avenue Ninety eight feet nine inches to the Southerly side of Forty second Street, and thence Easterly along the same twenty five feet to the point or place of beginning. Being the same premises conveyed to the said Samuel McMillan by the Executors of John H. Power deceased, by deed bearing date May 13th, 1881, and recorded in the Office of the Register of the City and County of New York in Liber 1591 of Conveyances, page 431, May 14th, 1881.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

And also all the estate, right, title, interest, dower and right of dower, property, possession, claim and demand whatsoever as well in law as in equity of the said parties of the first part of in and to the same and every part and parcel thereof with the appurtenances.

To have and to hold the above granted, bargained and described premises with the appurtenances unto the said party of the second part, its successors or assigns, to its and their own proper use benefit and behoof forever.

Subject however to the terms, covenants and conditions of a

certain Lease made by John Morss to John Glency and the renewal thereof by John H. Power to Catharine M. Carroll, and recorded respectively in the Office of the Register of the City and County of New York in Liber 478 of Conveyances, page 310, May 7th 1845, and Liber 961 of Conveyances, page 333, April 14th, 1866. And the said party of the second part in consideration of this Conveyance doth for itself its successors and assigns covenant promise and agree to and with the said parties of the first part, and this Conveyance is made and accepted upon the express condition, that if the said party of the second part its successors and assigns shall forthwith commence the erection upon said described lot of land, and will erect or cause to be erected thereon a good and substantial building suitable for the uses of a Public Library, and that said described premises and the said building and structure to be erected thereon shall be used and occupied by the said party of the second part its successors and assigns for the uses and purposes of a Free Circulating Public Library, for the benefit of the inhabitants of the City of New York and elsewhere and objects connected therewith for the term a period of Twenty five years from and after the date hereof and shall not during said period be used and occupied by the said party of the second part its successors and assigns for any other use or purpose whatever. And the said Samuel McMillan for himself and his heirs doth covenant grant and agree to and with the said party of the second part, its successors and assigns, that the said Samuel McMillan at the time of the sealing and delivery of these presents is lawfully seized in his own right of a good absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above granted, bargained and described premises, with the appurtenances, subject as aforesaid, and hath good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid. And that the said party of the second part, its successors and assigns, shall and may at all times hereafter peaceably and quietly have hold use occupy possess and enjoy the above granted premises and every part and parcel thereof with the appurtenances without any let, suit, trouble, molestation, eviction or disturbance of the said

parties of the first part, their heirs or assigns, or of any other person or persons lawfully claiming or to claim the same. And that the same are now free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of what nature or kind soever except as aforesaid. And also that the said parties of the first part and their heirs and all and every other person or persons whomsoever lawfully or equitably deriving any estate, right, title or interest of in or to the hereinbefore granted premises by, from, under or in trust for them shall and will at any time or timeshereafter, upon the reasonable request and at the proper costs and charges in the law of the said party of the second part, its successors and assigns, make do and execute or cause or procure to be made done and executed all and every such further and other lawful and reasonable acts, conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part, its successors and assigns forever, as by the said party of the second part, its successors or assigns or its or their counsel learned in the law, shall be reasonably devised advised or required. And the said Samuel McMillan for himself and his heirs the above described and hereby granted and released premises and every part and parcel thereof with the appurtenances unto the said party of the second part, its successors and assigns, against the said parties of the first part and their heirs and against all and every person or persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

In Witness Whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

SAMUEL MCMILLAN (L.S.)
ELIZABETH MCMILLAN (L.S.)

(CORPORATE SEAL) THE NEW YORK FREE CIRCULATING LIBRARY
By BENJ. H. FIELD
President

LI.

CORRESPONDENCE RELATING TO THE GIFT BY GEORGE W. VANDERBILT OF THE JACKSON SQUARE BRANCH LIBRARY.

1.

LETTER OF MR. VANDERBILT.

12 APRIL, 1887.

MY DEAR MR. WHITRIDGE:

I have purchased the lot known as 251 West 13th St., just out of Jackson Square.

It is my desire to take down the present building and erect thereon a suitable structure for library purposes, and present the same to the Free Circulating Library when completed. Will you kindly inform the Trustees of this at their next meeting, and see if this plan meets with their approval, and oblige

Yours very truly,

GEO. W. VANDERBILT.

2.

EXTRACT FROM THE MINUTES OF THE TRUSTEES OF THE NEW YORK FREE CIRCULATING LIBRARY.

12 APRIL, 1887.

Resolved, That the intention of Mr. George W. Vanderbilt, in respect to the erection of a building suitable for library purposes upon the premises known as No. 251 West 13th Street, and the presentation of the same when completed to this Corporation, as expressed in his letter of April 12, 1887, presented to the Board by Mr. Whitridge, be and the same hereby are cordially approved, and that when the building shall be presented to the Corporation it will be gratefully accepted and forever maintained as a Free Circulating Library.

3.

EXTRACT FROM THE MINUTES OF THE TRUSTEES OF THE NEW YORK FREE CIRCULATING LIBRARY.

14 FEBRUARY, 1888.

Whereas, Mr. Vanderbilt has authorized the Trustees to expend $5,000 for books, and requests that the library be called the Jackson Square Branch, it was

Resolved, That the library presented by Mr. Vanderbillt be called the Jackson Square Branch.

LII.

DEED BY GEORGE W. VANDERBILT OF THE PREMISES NO. 251 WEST 13th STREET, FOR THE JACKSON SQUARE BRANCH LIBRARY BUILDING*.

DATED 15 JUNE, 1888.
RECORDED IN NEW YORK REGISTER'S OFFICE, 3 JULY, 1888.
LIBER 2147 OF CONVEYANCES, PAGE 359.

This Indenture made the fifteenth day of June in the year one thousand eight hundred and eighty eight.

Between GEORGE W. VANDERBILT of the City County and State of New York (unmarried) party of the first part and the NEW YORK FREE CIRCULATING LIBRARY, a corporation created and existing under and by virtue of the laws of the State of New York party of the second part.

Witnesseth That the said party of the first part for and in consideration of the sum of one dollar lawful money of the United states of America to him in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged from the same by these presents, has granted bargained sold aliened remised released conveyed and confirmed and by these presents does grant bargain sell alien remise re-

* The library building was completed and formally presented to the Trustees by Mr. Vanderbilt on June 15, 1888, fully equipped; accepted by the Trustees, 20 June, 1888; and opened to the public, 6 July, 1888.

lease convey and confirm unto the said party of the second part and to its successors and assigns forever.

All that certain lot piece or parcel of ground with the library Building erected thereon situate lying and being in the Ninth Ward of the City of New York, on the northeasterly side of Thirteenth Street near its intersection with Greenwich Lane, and known and distinguished on map No. 3 of a piece of land situated at Greenwich in the Ninth Ward of the city of New York, showing a division of the same between the heirs of John Rogers, deceased, made by Daniel Ewen and Thomas R. Ludlam, City Surveyors, dated May 1824, by the number 88 (eighty eight), being bounded southwesterly in front by Thirteenth Street, Northwesterly by lot number Eighty seven (87) on said Map, now or late of Peter Burns, Northeasterly in the rear by lot number eighty (80) on said map, now or late of John Rogers, and southeasterly by lot number eighty nine (89) on said map, now or late of the said John Rogers.

Containing in breadth in front and rear each twenty five feet and in length on each side One hundred and three feet, three inches.

Being the same premises conveyed to the said party of the first part by Hugh McGinty by deed bearing date May Twenty eighth, One thousand eight hundred and eighty seven, and recorded in the office of the Register of the City and County of New York in Liber 2070 of Conveyances, page 66.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

And also all the estate, right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity of the said party of the first part of in and to the same and every part and parcel thereof, with the appurtenances.

To have and to hold the above granted bargained and described premises with the appurtenances unto the said party of the second party its successors and assigns to its and their only use and benefit and behoof forever.

And the said George W. Vanderbilt for himself, his heirs, executors and administrators, does hereby covenant, grant and agree to and with the said party of the second part, its successors and assigns, that the said George W. Vanderbilt at the time of the sealing and delivery of these premises is lawfully seized in his own right of a good, absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above granted and described premises, with the appurtenances, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid.

And that the said party of the second part, its successors and assigns, shall and may at all times hereafter peaceably and quietly have hold, use, occupy, possess and enjoy the above granted premises and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction or disturbance of the said party of the first part, his heirs or assigns, or of any other person or persons lawfully claiming or to claim the same.

And that the same now are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of what nature or kind soever.

And also that the said party of the first part and his heirs and all and every other person or persons whomsoever lawfully or equitably deriving any estate, right, title or interest of in or to the hereinbefore granted premises by, from, under or in trust for him or them shall and will at any time or times hereafter, upon the reasonable request and at the proper costs and charges in the law of the said party of the second part, its successors and assigns, make, do and execute, or cause or procure to be made, done and executed all and every such further and other lawful and reasonable acts, conveyances, and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part, its successors and assigns forever, as by the said party of the second part, its successors or assigns, or its or their

counsel learned in the law shall be reasonably devised advised or required

And the said George W. Vanderbilt and his heirs the above described and hereby granted and released premises and every part and parcel thereof with the appurtenances unto the said party of the second part, its successors and assigns, against the said party of the first part and his heirs, and against all and every person or persons whomsoever lawfully claiming or to claim the same, shall and will Warrant and by these presents forever Defend.

In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

GEO. W. VANDERBILT (L.S.).

LIII.

EXTRACT FROM THE WILL OF CORDELIA MARTIN DUKE.

WILL DATED 27 NOVEMBER, 1888.
ADMITTED TO PROBATE IN NEW YORK, 10 APRIL, 1889.
RECORDED LIBER 417 OF WILLS, PAGE 193.

ARTICLE SIXTH.

I give and bequeath to my Executors the sum of one hundred and fifty thousand dollars in trust to invest and reinvest the same and to pay the net annual income thereof as received to my husband William Smithson Duke, during the term of his natural life, and upon his death I give and bequeath the said sum of one hundred and fifty thousand dollars as follows:

* * * * * *

(8) To The New York Free Circulating Library, three thousand dollars.*

---

* On March 12th 1895, the sum of $3,041.80 was received from this legacy and added to the "Permanent Fund."

LIV.

EXTRACT FROM THE WILL OF CHARLES M. DA COSTA.

WILL DATED MARCH 31, 1890.
ADMITTED TO PROBATE NEW YORK, 30 JUNE, 1890.
RECORDED LIBER 432 OF WILLS, PAGE 385.

ARTICLE SECOND.

I give and bequeath to the following corporations created under the laws of the State of New York, and all being in the City of New York (except the two last named) the amounts severally herein indicated, that is to say:

* * * * * *

To The New York Free Circulating Library the sum of fifteen hundred dollars.*

---

* Payment of this legacy was received on May 6, 1891; and the amount of $1500 was added to the "Permanent Fund."

LV.

EXTRACTS FROM THE WILL OF MARY A. EDSON.*

WILL DATED 2 MAY, 1890.
CODICIL I DATED 22 MAY, 1890.
CODICIL II DATED 27 May, 1890.
CODICIL III DATED 27 MAY, 1890.
ADMITTED TO PROBATE IN NEW YORK, 14 January, 1891.
RECORDED LIBER 447 OF WILLS, PAGE 37.

WILL. ARTICLE EIGHTH.

All the rest, residue and remainder of my estate, both real and personal and wheresoever situate, I dispose of as follows:

* * * * * *

All the rest, residue and remainder of my estate, I give and bequeath to my executors, to be divided by them among such

---

* Mrs. Edson died 29 May, 1890. On 23 June, 1890, a Deed of Gift (printed on page 204 *infra*) was executed by the Executors and the Rev. Dr. William R. Huntington, by which The New York Free Circulating Library was given one-fifteenth of the residuary estate.

On 20 January, 1891, letters testamentary were issued to Charles S. Fairchild, John A. Bartow and John E. Parsons, as Executors under the will. A contest having arisen, certain legacies under the will were declared void, and these amounts increased the residue of the estate and were distributed in accordance with the terms of the "Deed of Gift" subsequently.

The first payment, of $8,000, was made in 1898; the second, of $8,450, in 1899; and a third and final payment, of $3,485.03, on 27 February, 1902, subsequently to the consolidation; making the total amount received under Mrs. Edson's will $19,935.03, which at the various times as received was added to the "Permanent Fund," and is now a part of the Principal Account of the Department of Circulation of The New York Public Library.

incorporated religious, benevolent and charitable societies of the City of New York and in such amounts as shall be appointed by them with the approval of my friend the Rev. Dr. William R. Huntington, if living.

If for any reason any legacy or legacies left by this my will either pecuniary or residuary shall lapse or fail, I give and bequeath the amount thereof absolutely to the persons named as my executors. In the use of the same I am satisfied that they will follow what they believe to be my wishes. I impose upon them however no condition, leaving the same to them personally and absolutely, and without any limitation or restitution.

* * * * * *

CODICIL II. ARTICLE FIFTH.

The rest, residue and remainder of my estate not disposed of by my will or by any codicil, I give and bequeath to my executors, to be divided by them among such incorporated religious, benevolent and charitable societies of the City of New York and in such amounts as shall be fixed or appointed by them, with the approval of my friend the Rev. Dr. William R. Huntington, if living.

LVI.

DEED OF GIFT UNDER THE WILL OF MARY A. EDSON.

DATED 23 JUNE, 1890.

Know all men by these presents, that we, John E. Parsons, John A. Bartow and Charles S. Fairchild, named as executors to the last Will and Testament of Mary A. Edson, deceased, bearing date the second day of May, 1890, do hereby appoint and give all the residuary estate which is by the said will or by any of the codicils thereto given and bequeathed to us as executors thereof or individually, or over which we have any power of appointment or distribution, after the payment of all just and lawful expenses and charges, to and among the following religious, benevolent and charitable societies in the City of New York, in the shares specified, namely:

First: To any corporation or society to which under the said will or any of the codicils thereto has been given any pecuniary legacy, which legacy shall for any reason whatsoever have lapsed or failed, we give and appoint the amount of such legacy as given by the said will or codicil thereto.

Second: So much of the said residuary estate as may be left after the payment of any lapsed or failed legacies as above provided, we do hereby appoint and give to the following named religious, benevolent and charitable societies of the City of New York, in the following proportions, to wit:

To the Cathedral Church of St. John the Divine in the Diocese of New York, one-third of the said residue.

To the House of Mercy, New York, one-fifteenth of the said residue.

To the Charity Organization Society of the City of New York and the Association for Improving the Condition of the Poor in the City of New York, one-fifteenth of the said residue to be equally divided between them.

To the Children's Aid Society of the City of New York, one-fifteenth of the said residue.

To the Young Women's Christian Association of the City of New York, one-fifteenth of the said residue.

To the Italian Mission of the Protestant Episcopal Church in the City of New York, one-fifteenth of the said residue.

To the New York Free Circulating Library of the City of New York, one-fifteenth of the said residue.

To St. Luke's Home for Indigent Christian Females, one-fifteenth of the said residue.

To the Sheltering Arms of the City of New York, one-fifteenth of the said residue.

To the Home for Incurables, at Fordham, in the City of New York, one-fifteenth of the said residue.

To the Woman's Hospital, in the State of New York, one-fifteenth of said residue.

And if the gift or appointment of any share of the balance of said residuary estate to any of the incorporations above named shall, for any reason, fail or be held to be invalid, then we do appoint and give such share or shares to and among the other corporations, to and among whom the balance of the said residuary estate has been given and appointed, in equal shares; the object of this instrument being that all the residuary estate of the said Mary A. Edson, over which we have, under the terms of the said will, or any of the codicils thereto, the power of appointment or distribution, or which may have been devised or bequeathed to us under the said will or any of the codicils thereto absolutely, may by these presents be and become vested in the corporations or societies above named in the proportions above set forth, so that neither we nor any of our successors, as executors of said will, not either of us individually, nor our respective heirs, executors, administrators or assigns, may at any time claim or have any interest or right whatsoever in or to

said residuary estate of said Mary A. Edson, or any portion thereof, either by way of appointment or otherwise.

It being expressly understood, however, that nothing in this instrument contained shall affect the right of the said Charles S. Fairchild or John A. Bartow to accept and receive the specific legacies of the capital stock of the Edison Electric Light Company and the Celluloid Manufacturing Company in said will given to them.

And I, the Rev. William R. Huntington, for the purpose of signifying my approval of the appointments above made, do hereby join in the execution of this instrument.

In witness whereof, we have hereunto set our hands and seals this twenty-third day of June, in the year of our Lord one thousand eight hundred and ninety.

JNO. E. PARSONS, [L.S.]
JOHN A. BARTOW, [L.S.]
CHARLES S. FAIRCHILD, [L.S.]
WM. R. HUNTINGTON, [L.S.]

LVII.

EXTRACTS FROM THE WILL OF EZEKIEL J. DONNELL.*

WILL DATED 16 OCTOBER, 1895.
ADMITTED TO PROBATE IN NEW YORK 6 FEBRUARY, 1896.
RECORDED LIBER 546 OF WILLS, PAGE 45.

ARTICLE SIXTH.

The remainder of my estate and any other portions of said estate embraced under the provisions of this will, which would otherwise lapse, I give, devise and bequeath, upon the death of both my wife and daughter, to the children of my daughter then surviving and to the issue of such of said children as may have died; in equal shares.

ARTICLE SEVENTH.

In case no children of my said daughter, nor the issue of such children, shall survive my wife and daughter, then I give and devise, upon the death of my said wife and daughter, all of the estate mentioned in the Sixth clause or article of this will, to The New York Free Circulating Library, a Corporation incorporated under an Act of the Legislature of the State of New York, passed April 18th, 1884, to be applied to the promotion of the beneficent purposes of said corporation. I direct that the estate so devised to the said New York Free Circulating Library be applied by said corporation to the erection of a fire proof

---

* Mr. Donnell died 24 January, 1896. Letters testamentary were issued 6 February, 1896, to the United States Trust Company of New York, the executor and trustee named in the will.

building suitable and proper for the purposes of a Library, and a fit Memorial of my children as hereinafter mentioned, which building shall be supplied with books for free circulation, and shall be called and designated the Donnell Free Circulating Library and Reading Room. And I direct that there shall be maintained therein a reading room, ample and commodious, which shall be open every day in the week to the public, without charge, from noon until ten o'clock in the evening, and in which young people can spend their evenings profitably away from demoralizing influences. I further direct that there shall be placed therein a suitable tablet stating that the building itself and the library contained therein, are erected and maintained as a memorial to my children, Alfred, Theodore, Grace and Florence T. Donnell. And my said wife and daughter having expressed to me a desire to devise and bequeath for the same purpose certain portions of their property, I request and authorize the said The New York Free Circulating Library to respect the instructions of my said wife and daughter as to the design and construction of the said building, the selection of books and the management of said Library so far as the same shall be not inconsistent with the main purposes hereinbefore expressed.

LVIII.

CORRESPONDENCE AND RESOLUTION RELATING TO THE GIFT OF JACOB H. SCHIFF, TO ESTABLISH A "BOOK FUND."

1.

LETTER OF MR. SCHIFF.

J. FREDERIC KERNOCHAN, ESQ.,
Chairman.

NOVEMBER 23, 1896.

MY DEAR SIR.—

At the last meeting of the Trustees, I already indicated that it is my desire to withdraw from the Board, and I now hereby tender my resignation.

I trust it will be fully understood that my interest in the success of the New York Free Circulating Library will remain, even after my withdrawal from its management. I have seen the Society grow from very small proportions to one, as it is now, of considerable size, and I feel that if it is to have the further growth which it should enjoy, and if it is to furnish the benefits and facilities which the people of the city have a right to expect from it, constant energetic and active work must be done by the Trustees.

My own duties have become so manifold, that I feel I cannot do justice to the position of trustee. I believe that some young blood should be infused into the management, so that the Society may profit, as it needs, by the enthusiasm and aggressiveness which can best be brought into its management by the election of younger men.

At the last meeting, at which I was present, a desire was expressed that I continue to act as Treasurer. If, under the by-laws, it is possible that I do this, without being a trustee, I shall be glad to retain the treasurership; if not, I trust the Trustees will find it convenient to appoint my successor at an early day.

I desire to turn over to the Treasurer $5,000 in 5% South & North Alabama Gold Bonds (Louisville & Nashville R.R. Main Line), to form the nucleus for a "Book-Fund," the income of which alone shall be used from time to time for the acquisition of new books, and I hope the Trustees will make an endeavor that this Fund shall be added to by others from time to time.

Very truly yours,

JACOB H. SCHIFF.

2.

EXTRACT FROM THE MINUTES OF THE BOARD OF TRUSTEES OF THE NEW YORK FREE CIRCULATING LIBRARY.

8 DECEMBER, 1896.

Resolved that the thanks of the Board of Trustees of The New York Free Circulating Library be tendered to Mr. Jacob H. Schiff for his generous gift of $5,000 for the nucleus of a Book Fund which the Board accepts and agrees to use under the condition imposed by him, viz.: "the income alone from time to time for the acquisition of new books" and also that the Board gladly takes this occasion to thank him for his many services to the Library and for the many proofs of interest in its work which he has shown in the past.*

* At the time of the consolidation with The New York Public Library, Astor, Lenox and Tilden Foundations, 25 February, 1901, this fund was invested in $5,000 South and North Alabama Railroad Company 5-per-cent. Gold Bonds.

LIX.

EXTRACTS FROM THE WILL OF SUSAN W. PROUDFIT ESTABLISHING "THE PROUDFIT FUND."

WILL DATED 25 SEPTEMBER, 1890.
ADMITTED TO PROBATE IN NEW YORK, 20 JANUARY, 1892.
RECORDED LIBER 465 OF WILLS, PAGE 224.

13. In case my said brother Alexander M. Proudfit shall predecease me or shall die after me but before attaining an absolute interest in the corpus of the whole or part of my estate so bequeathed to him as aforesaid, then as to so much thereof the bequest of which will lapse by his death before attaining such absolute interest I make the following alternative bequests to take effect only in the event of such lapse:

* * * * * *

(L.) I give and bequeath to the New York Free Circulating Library the sum of Fifteen thousand Dollars ($15,000). It is my desire that the same shall be invested and known as "The Proudfit Fund" and the income only thereof to be used for the purposes of said Library.*

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* There was received from this legacy $2,797.50, the estate not being sufficient to pay the legacy in full. By the will of Alexander M. Proudfit there was bequeathed to The New York Free Circulating Library the further sum of $10,000; and at the date of the consolidation with The New York Public Library, Astor, Lenox and Tilden Foundations, this sum had been received and added to the sum received from the above legacy—making a total of $12,797.50 held as the "Proudfit Fund." (See *infra* page 217.)

LX.

DEED BY JOSEPHINE A. JOHNSON OF THE PREMISES NO. 206 WEST 100TH STREET, THE BLOOMINGDALE BRANCH LIBRARY SITE.*

DATED 9 FEBRUARY, 1898.
RECORDED IN NEW YORK REGISTER'S OFFICE, 9 FEBRUARY, 1898.
LIBER 52 OF CONVEYANCES, PAGE 3, SECTION 7, BLOCK 1832.

This Indenture made the Ninth day of February in the year Eighteen hundred and ninety eight.

Between Josephine A. Johnson of Orange, New Jersey, party of the first part, and "The New York Free Circulating Library," party of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Twelve thousand nine hundred dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the said party of the second part, its successors and assigns forever.

All that certain lot, piece or parcel of land situate, lying and being in the Borough of Manhattan in the City of New York, County and State of New York, and bounded and described as follows, viz.:

Beginning at a point on the southerly side of One hundredth

* The erection of the library building was begun in April 1898; it was completed and the building opened to the public on November 1, 1898.

(100) Street distant one hundred and eighty (180) feet and one and one-half (1½) inches easterly from the south-easterly corner of the Drive or Boulevard and One hundredth (100) Street running thence southerly and parallel with the Boulevard fifty three (53) feet and eight (8) inches more or less to the southerly line of lands of the party of the first part, as described in the deed to Joseph I. West, dated February 18, 1886, and recorded in the office of the Register of the county of New York in liber 1930 of Conveyances at page 258, thence in a southeasterly direction and along said southerly line in a straight line forty one (41) feet and seven and one half (7½) inches more or less to the centre line of the old Bloomingdale Road, at a point thereon fifty five (55) feet Southeasterly from the southerly side of One hundredth (100) Street, as measured along said centre line of said road, thence northeasterly along said centre line of said Road fifty five (55) feet to the southerly side of One hundredth (100) Street, and thence Westerly along the said southerly side of said One Hundredth (100) Street forty three (43) feet to the point or place of beginning.

Also the right title and interest of the said party of the first part in and to so much of One hundredth (100) Street as lies adjacent to and opposite to the said lots above described to the centre of said Street.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

To have and to hold the above granted premises unto the said party of the second part and to its successors and assigns forever.

And the said Josephine A. Johnson the aforesaid party of the first part does covenant with the said party of the second part as follows:

First.—That she the party of the first part is seized of the said premises in fee simple and has good right to convey the same.

Second.—That the party of the second part shall quietly enjoy the said premises.

Third.—That the said premises are free from incumbrances.

Fourth.—That she the party of the first part will execute or procure any further necessary assurance of the title to said premises.

Fifth.—That she the party of the first part will forever warrant the title to said premises.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal the day and year first above written,

JOSEPHINE A. JOHNSON (L.S.).

LXI.

EXTRACTS FROM THE WILL OF CHARLES H. CONTOIT.

WILL DATED 9 JUNE, 1886.
CODICIL I. DATED 15 MARCH, 1887.
CODICIL II. DATED 17 JANUARY, 1893.
ADMITTED TO PROBATE IN NEW YORK, 15 APRIL, 1898.
RECORDED LIBER 590 OF WILLS, PAGE 173.

WILL. ARTICLE FIFTH.

All the rest, residue and remainder of my estate real and personal of every nature, kind and description whatsoever and wheresoever situate I give, devise and bequeath to my Executors and the survivor of them In Trust to sell and dispose of the same and convert the same into money and to divide and pay over the said money and the whole of said residuary estate to and among the following religious and charitable institutions

equally share and share alike to be applied to the objects and uses of such institutions, viz.:

* * * * * *

Nineteenth. The New York Free Circulating Library.*

---

* Mr. Contoit died 5 December 1897. The New York Free Circulating Library under his will was entitled to receive one-nineteenth of his residuary estate. At the time of the consolidation with The New York Public Library, Astor, Lenox and Tilden Foundations, 25 February, 1901, the "Charles H. Contoit Fund" was invested in the following securities:

$10,000 Baltimore & Ohio First Mortgage 4-per-cent Bonds.
$10,000 Oregon Railroad & Navigation Company 4-per-cent Bonds.
$10.000 Norfolk & Western 4-per-cent Bonds.
$15,000 Oregon Sbort Line Consolidated 5-per-cent Bonds.
$17,000 Central Pacific First Mortgage 4-per-cent Bonds.
$20,000 Manhattan Railway 4-per-cent Bonds.
$10,000 Atchison, Topeka & Santa Fé 4-per-cent Bonds.
$8,000 Denver & Rio Grande 4-per-cent Bonds.
$5,000 St. Louis, Iron Mountain & Southern Railway 5-per-cent Bonds.
$5,000 Western New York & Pennsylvania Railroad 5-per-cent Bonds.
$4,000 Louisville & Nashville Railroad United 4-per-cent Bonds.
$4,000 Nashville, Chattanooga & St: Louis Railroad 5-per-cent Bonds.
$14,000 Denver & Rio Grande 4½-per-cent Bonds.

Subsequently to the consolidation a further and final payment was made of $5,511.98.

LXII.

EXTRACTS FROM THE WILL OF ALEXANDER M. PROUDFIT.*

WILL DATED 7 FEBRUARY, 1899.
ADMITTED TO PROBATE IN NEW YORK, 17 APRIL, 1899.
RECORDED LIBER 617 OF WILLS, PAGE 38.

ARTICLE FOURTH.

Whereas my dear sister Susan W. Proudfit by her will dated the 25th day of September, 1890, made certain gifts and bequests to take effect in case she survived me, or in case I did not reach the age provided in her will for the termination of the trusts arranged by her for me, and since by reason of the fact that she did not survive me her estate is not sufficient to make good the gift and bequests in her will contained, and I desire out of my great affection for her to carry out to some extent her wishes upon the conditions hereinafter set forth, Now

* * * * * *

9. I give and bequeath to the New York Free Circulating Library the sum of Ten thousand dollars ($10,000). It is my desire that the same shall be invested and known as the PROUDFIT FUND and the income only thereof be used for the purposes of said library.

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* Alexander M. Proudfit died 10 February, 1899. In 1900 the legacy of $10,000 was paid. This sum was added to the fund of $2,797.50 received from the legacy of Susan W. Proudfit (see *supra* page 211).

At the time of the consolidation with The New York Public Library, Astor, Lenox and Tilden Foundations, 25 February, 1901, this fund was invested in the following securities:

$5,000 Western New York & Pennsylvania Railroad First Mortgage 5-per-cent. Bonds.

$5,000 Central Pacific First Mortgage 4-per-cent. Bonds.

$1,000 Denver & Rio Grande 4-per-cent. Bonds.

$1,000 Denver & Rio Grande 4½-per-cent. Bonds.

LXIII.

EXTRACTS FROM THE WILL OF HENRY T. DORTIC.*

WILL DATED 8 AUGUST, 1900.
ADMITTED TO PROBATE IN NEW YORK, 12 MARCH, 1901.
RECORDED LIBER 657 OF WILLS, PAGE 69.

ARTICLE FIFTH.

I give and bequeath a separate and distinct sum of Three thousand (3,000) dollars to each of the following Institutions:—

* * * * * *

(9) The Free Circulating Library of the City of New York.

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* Mr. Dortic died 14 November, 1900. Subsequently to the consolidation with The New York Public Library, Astor, Lenox and Tilden Foundations, the sum of $2,850 was received on account of this legacy and added to the Principal Account of the Department of Circulation of The New York Public Library.

LXIV.

AGREEMENT OF CONSOLIDATION.*

An Agreement to consolidate The New York Public Library, Astor, Lenox and Tilden Foundations, and The New York Free Circulating Library, into The New York Public Library, Astor, Lenox and Tilden Foundations.

DATED 11 JANUARY, 1901.
FILED AND RECORDED IN THE OFFICES OF THE CLERK OF THE CITY AND COUNTY OF NEW YORK AND OF THE SECRETARY OF STATE OF NEW YORK, 23 FEBRUARY, 1901.

Agreement, made this eleventh day of January in the year One thousand nine hundred and one, by and between the respective Boards of Trustees of the corporations known as "THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX and TILDEN FOUNDATIONS," and "THE NEW YORK FREE CIRCULATING LIBRARY."

Whereas, The New York Public Library, Astor, Lenox and

---

* At the time when this agreement was entered into, the Board of Trustees of The New York Free Circulating Library was composed of the following members: Frederic W. Stevens, Miss Amy Townsend, Mrs. J. Frederic Kernochan, Fredrick W. Whitridge, Charles Scribner, Mrs. Herbert Parsons, J. Frederic Kernochan, Mrs. Charles F. Woerishoffer, Henry E. Howland, Jacob H. Schiff, Francis C. Huntington, Miss C. H. Patterson, Andrew Carnegie, Mrs. Francis C. Barlow, Mrs. Richard James Cross, William W. Appleton, Miss Florence Donnell, and James Loeb.

At this date eleven library branches were conducted by the trustees of The New York Free Circulating Library. Five of these were conducted in library buildings at 49 Bond Street, 135 Second Avenue, 251 West 13th Street, 226 West 42d Street, and 206 West 100th Street. Six branches were conducted in rented quarters at 22 East Broadway, 130 West 23d Street, 215 West 34th Street, 261 West 69th Street, 1523 Second Avenue, and 218 East 125th Street. In addition a department of travelling libraries, with numerous stations, was conducted.

Tilden Foundations, is a corporation organized under the Laws of the State of New York, by the consolidation of the three corporations known as "The Trustees of the Astor Library," "The Trustees of the Lenox Library," and "The Tilden Trust," by agreement of consolidation duly executed by the trustees of the said three corporations, dated the 23d day of May, 1895, and by proceedings duly had for such consolidation, which said corporation has no members or stockholders other than its Trustees; and

Whereas, The New York Free Circulating Library is a corporation incorporated under Chapter 166 of the Laws of 1884 of the State of New York, which said corporation is not a stock company and has no stockholders, but has members other than its Trustees; and

Whereas, the said above-named corporations, being organized as library companies for the purpose of carrying on libraries in the City and County of New York, are desirous of consolidating with each other into a single corporation pursuant to the provisions of Chapter 541 of the Laws of 1892, being an act of the Legislature of the State of New York entitled "An Act to permit the consolidation of Library Companies in the City of New York, approved May 13, 1892, and the amendments thereto, and particularly as the same is amended by Chapter 209 of the Laws of 1895, being an Act of the Legislature of the State of New York entitled "An Act to amend Chapter 541 of the Laws of 1892 entitled an act to permit the consolidation of Library Companies in the City of New York":*

Now, therefore, this agreement of consolidation witnesseth, as follows:

First.—The said several corporations shall be consolidated, and hereby are consolidated, into a single corporation.

Second.—The terms and conditions of said consolidation are as follows:

(1) The new corporation shall establish and maintain a free public library and reading room in the City of New York, with such branches for circulation and other purposes as may be

* See *supra*, page 113.

deemed advisable, and shall continue and promote the several objects and purposes set forth in the respective Acts of Incorporation of "The Trustees of the Astor Library," "The Trustees of the Lenox Library," and "The Tilden Trust," as provided in said agreement of consolidation dated May 23d, 1895, hereinbefore referred to; and of "The New York Free Circulating Library."

(2) All property, real or personal, now owned or possessed by The New York Free Circulating Library, and all property, real or personal, which shall hereafter come into the possession of the consolidated corporation hereby formed by virtue of any gift, bequest or devise to The New York Free Circulating Library as such, and the proceeds of any such property in case the same or any part thereof is sold or otherwise disposed of, and all profits increase or income of any such property shall (including both capital and income) be exclusively used for and applied to the free circulation of books, the maintenance of branch libraries and reading rooms, and the particular purposes set forth in the act of incorporation of The New York Free Circulating Library.

(3) The corporation hereby created shall have no stockholders, and no members other than its Trustees.

(4) Nothing in this agreement contained shall be construed to prevent the corporation hereby created from selling or otherwise disposing of any property, real or personal, of which it may at any time be possessed.

Third. The mode of carrying this agreement into effect is as follows:

Immediately upon the execution of this agreement, accompanied by sworn copies of the proceedings of the meeting of the members of The New York Free Circulating Library, ratifying this agreement, duplicates or counterparts of this agreement and of the said proceedings of ratification shall be filed in the office of the Clerk of the County of New York and in the office of the Secretary of State. Thereafter, the first meeting of the Trustees of the new corporation shall be called by John L. Cadwalader, George L. Rives and Lewis Cass Ledyard, or

any two of them, by giving a notice in person or by mail, addressed to each Trustee at his place of residence, of the time and place of such meeting. The said Trustees, or a majority of them, being assembled, shall organize by the election of a President, one or more Vice-Presidents, a Treasurer and a Secretary, and of such other officers, if any, as shall be deemed necessary or proper; and the said Trustees, on behalf of the new corporation, shall thereupon receive, take over and enter into possession, custody and management of the existing libraries and of the said several corporations, parties hereto, and of all property, real or personal, owned by them, or either of them, of any description whatever. The several treasurers, superintendents, librarians or other persons having charge of any of the funds, books, works of art or other property, real or personal, of either of the said corporations, parties hereto, shall, on demand, deliver all property in their respective custody to the persons appointed by the Trustees of the new corporation to receive the same.

The Board of Trustees of the said existing corporations, parties hereto, shall take such action as may be necessary for the purpose of transferring to the new corporation the title to all real estate, securities, and all other property of whatever kind or nature standing in their several names or owned by them respectively, and for that purpose, and for the purpose of adjusting and closing the affairs of said corporations respectively, and the accounts of the respective officers thereof, the Boards of Trustees of the said corporations, parties hereto, may meet, notwithstanding the merger of said corporations in the new corporation hereby created, and carry out the purposes of this agreement.

The Trustees of the said new corporation shall, as soon as may be, adopt suitable by-laws, which, among other things, shall (subject to the provisions of this agreement), provide for the manner of selection of new Trustees after the expiration of the first year, their respective terms of office and the manner of filling vacancies in the Board; shall fix and define the duties of the Trustees, the appointment of committees and the powers and duties thereof; the number, grade, duties, terms of office

and compensation of the several persons employed by the new corporation; and shall provide proper regulations for the investment, safe keeping, management and expenditure of the funds of the corporation; and the said by-laws shall, moreover, provide for the general custody, care, conduct and management of the affairs and property of said new corporation, and a method by which the said by-laws may be altered, amended or repealed. The said new corporation shall, by its by-laws or otherwise, make appropriate provisions with reference to the limitations, conditions or restrictions under which any of the funds or property of the said several corporations are now held or are to be used or enjoyed by the said several corporations, or any of them, in order that the same may be fully kept and observed.

Fourth. The name of the new corporation is "THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS."

Fifth. The number of Trustees of the new corporation shall be twenty-one.

Sixth, The names of the Trustees who shall manage the concerns of the new corporation for the first year and until others shall be elected in their places are:

Samuel P. Avery,	Alexander Maitland,
John Bigelow,	Thomas M. Markoe,
William Allen Butler,	Stephen H. Olin,
John L. Cadwalader,	Alexander E. Orr,
Andrew H. Green,	Henry C. Potter,
Daniel Huntington,	George L. Rives,
H. Van Rensselaer Kennedy,	Philip Schuyler,
John S. Kennedy,	George W. Smith,
Edward King,	Frederick Sturges,
Lewis Cass Ledyard,	Charles Howland Russell,

Bird S. Coler, Comptroller of the City of New York, *ex officio.*

In witness whereof, the several Boards of Trustees of the parties hereto, respectively, have caused the respective corporate seals of the said corporations to be affixed hereto in triplicate, and these presents to be attested by their respective presidents

and secretaries thereunto duly authorized the day and year first above written.*

THE NEW YORK PUBLIC LIBRARY,
ASTOR, LENOX AND TILDEN FOUNDATIONS:
(CORPORATE SEAL.) By JOHN BIGELOW,
Attest: *President.*
G. L. RIVES,
Secretary.

THE NEW YORK FREE CIRCULATING LIBRARY,
(CORPORATE SEAL.) By J. FREDERIC KERNOCHAN,
Attest: *President.*
FRANCIS C. HUNTINGTON,
Secretary.

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* The New York Free Circulating Library having members other than its trustees, the foregoing agreement of consolidation was ratified by a vote of more than two-thirds of the members of the corporation, present and voting in person or by proxy at a meeting of the members of the corporation duly called and held, as required by Chapter 541 of the Laws of 1892 as amended. A sworn copy of the proceedings of such meeting, made by the Secretary of The New York Free Circulating Library, is attached to the agreement and is filed and recorded with it.

Act Permitting Conveyance and Transfer of the Property of Library Corporations in the City of New York to The New York Public Library, Astor, Lenox and Tilden Foundations.

LXV.

AN ACT to permit library corporations in the city of New York to convey their property to the New York public library, Astor, Lenox and Tilden foundations.

PASSED 6 MARCH 1901.
LAWS OF 1901, CHAPTER 57.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section i. Any corporation now or hereafter organized under the laws of the state of New York and maintaining or carrying on a library in the city of New York is hereby authorized and empowered to grant, convey, assign and transfer all real and personal property of which it may be seized or possessed to the New York public library, Astor, Lenox and Tilden foundations, upon such terms, conditions or limitations as may be agreed upon between the two institutions.

Section ii. If the library corporation so conveying its property shall have members other than its directors or trustees, no conveyance shall be made under authority of this act, unless the same is assented to by at least two-thirds of the members. Such assent may be evidenced by an instrument in writing, signed by the members and acknowledged as a conveyance of real estate. It may also be evidenced by a vote of such members voting in person or by proxy at a meeting of the members of such corporation to be called on a notice of at least thirty days, specifying the time, place and object of such meeting,

mailed post-paid to each member whose place of residence is known to the secretary, and published at least once in each week for four successive weeks in a newspaper published in the city of New York. A sworn statement by the secretary as to the members of such corporation, or as to the proceedings of any such meeting shall be evidence of all the facts set forth in such statement, and of the holding and of the action of any such meeting.

Section iii. The regents of the university of the state of New York upon being satisfied that any such library corporation has conveyed all its property to the said New York public library, Astor, Lenox and Tilden foundations, under the authority of this act may accept a surrender of the charter of the library corporation so conveying its property, and forever discharge its directors or trustees from their trusts in the premises.

Section iv. The said New York public library, Astor, Lenox and Tilden foundations shall have power to hold and enjoy the property so conveyed to it, and shall have power to dispose of the same. Any devise or bequest contained in any last will and testament made to any corporation conveying its property under authority of this act, whether made before or after such conveyance, shall not fail by reason of such conveyance, but the same shall enure to the benefit of the said New York public library, Astor, Lenox and Tilden foundations.

Section v. Notwithstanding such conveyance and transfer, all and singular the obligations of such corporation so conveying or transferring its said property shall remain in full force, and the said New York public library, Astor, Lenox and Tilden foundations shall be liable upon all contracts made by said corporation to the extent of the value of the property received from any such corporation.

Section vi. This act shall take effect immediately.

Documents Relating to the Gift of Andrew Carnegie.

LXVI.

CORRESPONDENCE RELATING TO THE GIFT OF ANDREW CARNEGIE.

1.

LETTER OF MR. CARNEGIE.

NEW YORK, 12th March, 1901.

DR. J. S. BILLINGS,
Director, New York Public Library.

DEAR MR. BILLINGS:

Our conferences upon the needs of Greater New York for Branch Libraries to reach the masses of the people in every district have convinced me of the wisdom of your plans.

Sixty-five branches strike one at first as a large order, but as other cities have found one necessary for every sixty or seventy thousand of population the number is not excessive.

You estimate the average cost of these libraries at, say, $80,000 each, being $5,200,000 for all. If New York will furnish sites for these Branches for the special benefit of the masses of the people, as it has done for the Central Library, and also agree in satisfactory form to provide for their maintenance as built, I should esteem it a rare privilege to be permitted to furnish the money as needed for the buildings, say $5,200,000. Sixty-five libraries at one stroke probably breaks the record, but this is the day of big operations and New York is soon to be the biggest of cities.

Very truly yours,
ANDREW CARNEGIE.

2.

Letter to the Mayor transmitting the offer of Andrew Carnegie.

THE TRUSTEES OF THE NEW YORK PUBLIC LIBRARY,
ASTOR, LENOX AND TILDEN FOUNDATIONS.

OFFICE OF THE SECRETARY
32 NASSAU STREET.

New York, 15th March, 1901.

Hon. Robert A. Van Wyck,
Mayor, &c., &c.

Dear Sir:

By direction of the Board of Trustees of The New York Public Library, Astor, Lenox and Tilden Foundations, I have the honor to hand you herewith a copy of a letter which we received, through our Director Dr. John S. Billings, from Mr. Andrew Carnegie, on the 13th inst., the day of his sailing for Europe.

You will observe that Mr. Carnegie offers to bear the expense of building a large number of branch libraries, at an estimated total cost of five million, two hundred thousand dollars, provided the City will furnish the necessary land, and provided satisfactory arrangements can be made for the maintenance of these branches. There are no other conditions.

I am instructed to say that if the City authorities look with favor upon the general plan, our Board of Trustees will hold itself in readiness to co-operate, in every way possible, in furthering the beneficent purposes which are the object of Mr. Carnegie's munificent offer.

It is understood that Mr. Carnegie's offer is intended to apply to the entire City. The methods and agencies of administering branches in Boroughs other than Manhattan and The Bronx, may well be left to be settled hereafter.

I am further instructed to say that, in communicating Mr.

Carnegie's proposal to our Board, Dr. Billings accompanied it with the following statement:

"In the conferences referred to by Mr. Carnegie, the suggestions which I have made have related mainly to a free public library system for the Boroughs of Manhattan and the Bronx.

"I have stated that such a system should include the great central reference library on 42d Street and 5th Avenue, about 40 branch libraries for circulation, small distributing centres in those public school buildings which are adapted to such purpose, and a large traveling library system operated from the central building. Each of the branch libraries should contain reading rooms for from 50 to 100 adults, and for from 75 to 125 children, and in these reading rooms should be about 500 volumes of encyclopædias, dictionaries, atlases and large and important reference books. There should be ample telephone and delivery arrangements between the branches and the central library. To establish this system would require at least five years. The average cost of the branch libraries I estimated at from $75,000 to $125,000 including sites and equipment. The cost of maintaining the system when completed, I estimated at $500,000 per year. The circulation of books for home use alone in these Boroughs should amount to more than 5,000,000 of volumes per year, and there should be at least 500,000 volumes in the circulation department, with additions of new books and to replace worn-out books of at least 40,000 per year.

"With regard to the other Boroughs of Greater New York, I have made no special plans or estimates, but have said that about 25 libraries would be required for them.

"The following are some of the data which I have furnished Mr. Carnegie. The population figures are those of the last census.

"Boston, with 560,892 people, has 15 branch libraries and reading rooms and 14 delivery stations, and appropriates $288,641 for library purposes, being at the rate of over 50 cents per head of population, and of about 2 5/10

one-hundredths of one per cent. on the assessed value of property.

"Chicago has 1,698,575 people, 6 branch libraries and 60 delivery stations, besides stations in the public schools, and appropriates $263,397 for library purposes, being at the rate of 15 5/10 cents per head of population, and seven one-hundredths of one per cent. of the assessed value of property.

"Buffalo has 352,387 people, and appropriates $145,238 for library purposes, being at the rate of 41 cents per head of population, and five one-hundredths of one per cent. on the assessed value of property.

"New York City (Borough of Manhattan and the Bronx), has 2,050,600 population, and appropriates $183,935 for library purposes, being at the rate of 8 9/10 cents per head of population, and 6/10 one-hundredths of one per cent. on the assessed value of property.

"Greater New York has 3,437,202 population, and appropriates $299,663 for library purposes, being at the rate of 8 4/10 cents per head of population, and 8/10 one-hundredths of one per cent. on the assessed value of property.

"The contract made by the City of Buffalo with the Buffalo Public Library under the provisions of Chapter 16 of the Laws of 1897 of the State of New York, is worth careful examination in connection with the question of how best to provide for maintenance of a free public library system for New York City."

I am
Very respectfully yours,
G. L. Rives,
Secretary.

LXVII.

An Act to authorize and empower the city of New York to establish and maintain a free public library system.

PASSED APRIL 26, 1901.
LAWS OF 1901, CHAPTER 580.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. An offer having been made by Andrew Carnegie, esquire, of the city of New York, to furnish the money which may be needed for the erection of buildings for free branch libraries for circulation in the city of New York, estimated to cost the sum of five million two hundred thousand dollars provided that the said city will furnish the necessary sites for said branch library buildings, and also agree in satisfactory form to provide for the maintenance of said buildings when built, the board of estimate and apportionment of the city of New York is hereby authorized and empowered in its discretion to acquire title to sites for free branch public libraries for circulation, when approved by the person or corporation with whom a contract is made for the erection of a building thereon as provided in the next section of this act. Such sites so selected and located shall be and are hereby set apart for the purposes of the buildings to be erected thereon and for use as free branch public libraries for circulation with reading rooms and other necessary accommodations. The said board of estimate and apportionment shall have power in its discretion, to acquire the said sites or any of them, by gift or by purchase and to agree upon the

purchase price of the lands or interests therein from time to time so selected and located and the said board of estimate and apportionment shall also have power in its discretion, to acquire title to the said sites or any of them by condemnation proceedings in the manner provided by chapter twenty-one of the Greater New York charter. And the said board of estimate and apportionment of the city of New York shall have power in its discretion by a resolution passed by the unanimous vote of the members of said board, and also approved by the unanimous vote of the board of commissioners of the sinking fund of the city of New York, and by the person or corporation with whom a contract is made for the erection of a building thereon as provided in the next section of this act, to authorize the use for the purposes of the erection and maintenance of said free branch public libraries of any real estate belonging to the city of New York and which is not required for other public purposes, and upon the passage of the said resolution by the said board of estimate and apportionment, when approved as aforesaid, the said real estate therein described shall be and is hereby set apart for the purposes of the erection and maintenance of the said buildings of said free branch public libraries.

Section ii. The board of estimate and apportionment of the city of New York is hereby authorized in its discretion to make and enter into contracts with the said Andrew Carnegie or with any person or persons designated by him or with his personal representatives, or with any corporation or corporations approved by him or them having lawful authority to construct and maintain free libraries which contracts may provide for the erection and equipment, without cost to the city of New York of library buildings upon the sites so acquired, or upon other sites now possessed or which may be possessed by such corporation or by the city of New York. Every such contract with the said corporation shall provide for the use and occupation of the buildings thereafter erected, in compliance with the terms of such contract by the corporation by which such contract is made, and for the establishment and maintenance in each of them of a free branch public circulating library and reading room and every such contract may provide that such use and occupation shall

continue so long as the said corporation with which it is made shall maintain such free branch public libraries and reading rooms upon the said sites respectively.

Section iii. The said board of estimate and apportionment is further authorized and empowered in its discretion, and in such manner as may seem to it advisable to provide in such contracts for the maintenance of a public library system in the city of New York, including therein the maintenance of any, or all of the free public libraries now existing in said city which have heretofore been maintained in whole or in part by the public funds of the said city, and also for the maintenance of the branch libraries to be erected as hereinbefore provided, and of travelling libraries within said city. The amounts required for such maintenance shall constitute a city charge to be provided for in the annual budget and tax levy of said city. The contracts to be made under the authority conferred by this act may provide for the maintenance of the libraries on such sites as rapidly as the same are obtained, and library buildings are constructed thereon pursuant to the provisions of this act, and for the maintenance of such other branches or reading rooms or circulating or travelling libraries as are herein above referred to.

Section iv. For the purpose of carrying out the provisions of this act and for paying the expenses of the acquisition of the sites and conducting the proceedings for the condemnation thereof, it shall be the duty of the comptroller of the city of New York on being thereunto authorized by the said board of estimate and apportionment, to issue and sell the corporate stock of the city of New York in such amounts as may be necessary, and at such a rate of interest as may be fixed by said comptroller. No consent or approval of the municipal assembly nor of any board other than the said board of estimate and apportionment shall be necessary to authorize the comptroller to issue such stock for the purposes of this act.

Section v. This act shall take effect immediately.

LXVIII.

AGREEMENTS WITH THE CITY OF NEW YORK RELATING TO THE GIFT OF ANDREW CARNEGIE AND THE ACQUISITION OF SITES FOR FREE BRANCH LIBRARIES.

1.

This Agreement, made and concluded this Seventeenth day of July, in the year one thousand nine hundred and one, by and between THE CITY OF NEW YORK, by the Board of Estimate and Apportionment of said City, party of the first part, and THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS, party of the second part, Witnesseth:

Whereas, Andrew Carnegie, of the City of New York, has heretofore offered to furnish the funds necessary for the erection of buildings for 65 free branch libraries for circulation in the City of New York, estimated in all to cost the sum of five million two hundred thousand dollars ($5,200,000), being an average cost of $80,000 each, provided the City of New York would furnish the necessary sites for such buildings and agree in satisfactory form to provide for the maintenance of said branches when completed, and

Whereas, by an Act of the Legislature of the State of New York, approved April 26, 1901, entitled "An Act to authorize "and empower the city of New York to establish and maintain "a free public library system," being Chapter 580 of the Laws of 1901,* the Board of Estimate and Apportionment of the City of New York is authorized in its discretion to acquire title by

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* See *supra*, page 235.

gift, condemnation or purchase to sites for free branch public libraries for circulation, with the approval of the person or corporation with whom the contract is made, for the erection of buildings thereon; and whereby such Board is further empowered upon the terms and conditions imposed in said act to authorize the use of any real estate belonging to the City of New York which is not required for other public purposes, for the maintenance and erection of said free public branches; and by which act the said Board of Estimate and Apportionment is further authorized in its discretion to make and enter into contracts with said Andrew Carnegie, or with any person or persons designated by him or with his personal representative, or with any corporation or corporations approved by him or them having lawful authority to construct and maintain free libraries, for the erection and equipment without cost to the City of New York of library buildings upon such sites so to be acquired, or upon sites now possessed or which may hereafter be possessed by any corporation with which such contract is made, or by the City of New York, and which Board of Estimate and Apportionment is further authorized to provide in such contracts for the maintenance of a public library system in the City of New York, including therein the maintenance of any or all of the free public libraries now existing in said city which have heretofore been maintained in whole or in part by the public funds of said city, as well as for the maintenance of said branch libraries so to be erected as hereinbefore provided, and of travelling libraries, which amounts required for maintenance shall constitute a city charge to be provided for in the annual budget and tax levy of said City of New York, and which contracts may provide for the maintenance of the libraries to be constructed on such sites as rapidly as the same may be obtained and library buildings are erected thereon; and

Whereas, it is not at the present time deemed expedient by the parties hereto to avail of so much of said act of the Legislature as relates to the incorporation in this agreement of provisions for the support of free public libraries now existing in said City which have heretofore been maintained in whole or in part by the public funds of said City, but rather to leave that subject

to be disposed of as the same may from time to time arise hereafter; and

Whereas, the said The NewYork Public Library, Astor, Lenox and Tilden Foundations has been approved by said Andrew Carnegie, as provided in said act, and duly designated by him as his agent for the purpose of this agreement, and has lawful authority to construct and maintain free libraries in the City of New York; and

Whereas, it is desired by the said party of the first part to avail of the offer of said Andrew Carnegie upon the terms provided in said act of the Legislature hereinabove referred to, and upon the terms and in the manner herein set forth.

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

First: The party of the first part shall proceed to acquire title by gift, purchase or by condemnation, as provided in said Act hereinbefore referred to, to such sites as shall be necessary in the Boroughs of Manhattan, The Bronx and Richmond, for the purpose of the erection and maintenance thereon of free branch public libraries, on the approval in each case of the said The New York Public Library, Astor, Lenox and Tilden Foundations, which sites so to be selected and approved shall not, unless by mutual consent, exceed in number forty-two in the said Boroughs of Manhattan, The Bronx and Richmond, the proportion of said Sixty-five Libraries allotted to said Boroughs; and the said Board of Estimate and Apportionment of the City of New York, by resolution adopted by the unanimous vote of said Board and approved by the unanimous vote of the Commissioners of the Sinking Fund of the City of New York, and on the approval in each case of The New York Public Library, Astor, Lenox and Tilden Foundations, may authorize the use of any real estate belonging to said City of New York, which is not required for other public purposes for the purpose of such erection and maintenance; and further provided that any site now possessed or hereafter acquired by the said The New York Public Library, Astor, Lenox and Tilden Foundations, may, with the approval of the said Board of Estimate and Apportionment, be

used as a site for the erection and maintenance of such branch public libraries as aforesaid.

Second: The New York Public Library, Astor, Lenox and Tilden Foundations, shall, upon the acquisition of title to any site so approved as aforesaid, or upon the passage of resolutions as aforesaid by the unanimous vote of the members of the Board of Estimate and Apportionment and of the said Commissioners of the Sinking Fund, authorizing the use of any real estate of the City of New York, not required for other public purposes, or upon the approval of the Board of Estimate and Apportionment of any site now possessed or which may hereafter be possessed or acquired by the party of the second part, proceed with the erection and equipment of library buildings thereon, without cost to the City of New York, and shall complete the same with funds so to be contributed by Andrew Carnegie as aforesaid; provided, however, that the said The New York Public Library, Astor, Lenox and Tilden Foundations, shall not be required to, nor shall it, without the consent of the said Board of Estimate and Apportionment, commence the erection and equipment of a larger number than ten library buildings upon sites furnished by the City of New York in the Boroughs of Manhattan, The Bronx and Richmond, in any single calendar year under the provisions hereof, and not to exceed forty-two branch library buildings in all in the Boroughs of Manhattan, The Bronx and Richmond. Such sites and each of them and the buildings thereon when completed shall be devoted to the maintenance of free branch public circulating libraries and reading-rooms, and the same and each of the same are hereby set apart for use as free branch public libraries for circulation; and the said party of the first part does hereby grant, demise and let unto the said The New York Public Library, Astor, Lenox and Tilden Foundations and its successors, on the erection of such buildings in each case, the land or real estate so acquired for sites, and the said land or real estate, the use of which shall have been authorized by the said Board of Estimate and Apportionment and the Commissioners of the Sinking Fund of the City of New York, which is not required for any other public purpose, with all improvements upon the same or any of the same, together with the appurtenances; TO HAVE

AND TO HOLD the same in each case unto the said party of the second part and its successors so long as the said party of the second part and its successors shall continue to maintain upon the same respectively free branch public libraries and reading-rooms, and so long as the said party of the second part and its successors shall keep, perform and observe the covenants and conditions herein contained on its part to be kept, performed and observed.

Third: The party of the second part agrees forthwith upon the acquisition of any site by the City of New York when approved as hereinbefore provided, or when the use of any real estate belonging to the City of New York which is not required for any other public purposes, shall have been duly granted as aforesaid, when approved by the party of the second part, or upon the approval of any site now possessed or to be hereafter possessed by the party of the second part by the Board of Estimate and Apportionment of the City of New York as a site for a free public library for circulation within the meaning of the above-mentioned act, to proceed to erect upon the same respectively branch libraries for circulation, and to equip the same, the expense thereof to be paid from funds to be furnished by Andrew Carnegie, and without cost to the City of New York; and the party of the second part further agrees to complete the same as soon as possible, and thereafter to conduct and carry on in the same respectively, with funds to be provided by the party of the first part as hereinafter provided, free public libraries for circulation with reading rooms, and to devote the same to the use of the public.

Fourth: The party of the first part further agrees adequately to provide for the maintenance of the free public branch libraries to be erected pursuant to this agreement, and of travelling libraries, in said city, and to that end to provide in each year in the annual budget and tax levy of said city a sum not less than ten per centum of the amount expended by said Andrew Carnegie under the provisions of said Act, which sum shall be expended for the maintenance of the branch libraries to be hereafter constructed pursuant to this contract, which maintenance shall be provided for said libraries to be hereafter constructed as rapidly as the same are obtained; and in case a library build-

ing is under construction, maintenance may be provided therefor, to commence when constructed; and provided, further, that the obligation hereby assumed by the party of the first part to provide for such maintenance a sum not less than ten per centum of the amount so expended by said Andrew Carnegie, shall not be taken to limit the right of said Board of Estimate and Apportionment to appropriate for such maintenance any larger sum if, in its discretion, additional appropriations should be required.

Fifth: The party of the second part further agrees that such amounts so to be appropriated in each year for the maintenance of a free public library system in the Boroughs of Manhattan, The Bronx and Richmond shall be applied solely to the maintenance of the several branch public libraries for circulation constructed therein pursuant to the terms of this agreement.

Sixth: IT IS FURTHER AGREED that the said several branch libraries which may be constructed pursuant to the provisions of said act, and each of them, shall be accessible at all reasonable hours and times, free of expense, to the persons resorting thereto, subject only to such reasonable control and regulation as the party of the second part, its successors or successor, from time to time may exercise and establish for general convenience; provided, further, that the lending, delivery and one or more reading rooms in each of said library buildings shall be open and accessible to the public upon every day of the week except Sunday, but including all legal holidays, from at least nine o'clock A.M. to at least nine o'clock P.M., under such rules and regulations as the said party of the second part shall prescribe from time to time, and on Sundays such parts of any of such libraries may be opened in such manner and during such hours as may be from time to time agreed upon between the said Board of Estimate and Apportionment and said The New York Public Library, Astor, Lenox and Tilden foundations.

Seventh: The books contained in said several libraries which shall be purchased with funds provided by said Andrew Carnegie or by funds hereafter provided by the City of New York shall be and remain the property of the City of New York and shall be marked plainly as such, and the authorities of the City of New

York shall have at all times access to every part of said library buildings and libraries and each of them, for general police visitation and supervision, and also for the purpose of the performance of the duties devolving upon them by the laws of the State of New York now or hereafter to be enacted, and the police powers exercised by the said City of New York shall extend in, through and over the said buildings and each of them. The party of the second part, however, shall appoint, direct, control and remove all persons employed within the said buildings respectively and in the care of the same. All fines to be exacted from any person or persons shall be retained by the party of the second part, applied to the business of circulation and duly accounted for in its accounts. All balances of annual appropriations made by the party of the first part and not duly expended by the party of the second part for the maintenance of such libraries during the calendar years for which such appropriations shall have been made, shall be accounted for and paid by the said party of the second part to the Comptroller of the City of New York, to be deposited to the credit of the general fund for the reduction of taxation, within sixty days after the expiration of each of such calendar years.

Eighth: The City shall annually, in addition to the provision for maintenance heretofore provided for, provide funds for the repair of the several buildings located upon sites owned by or furnished by the City. The City, in addition, shall at all times furnish a supply of water, and, with the limitations already defined, the party of the second part shall exercise direction and management over the affairs of the several library buildings, and the books, collections, and appurtenances.

Ninth: IT IS FURTHER AGREED that this agreement may be wholly cancelled or annulled, or from time to time altered or modified, as to any one or more of the library buildings hereafter to be constructed or owned or for which maintenance is provided under the provisions of this agreement, as may be agreed upon in writing between the parties hereto or their successors, anything herein to the contrary notwithstanding.

Tenth: 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 party of the first part, its successor or successors, a detailed report of the transactions of the party of the second part, to and including the 31st day of December of the year preceding.

In witness whereof, the party of the first part has caused this agreement to be executed by the Board of Estimate and Apportionment pursuant to a resolution adopted at a meeting held on the seventeenth day of July, 1901, and the party of the second part has caused this agreement to be executed by its President, and its official seal to be hereto affixed pursuant to resolutions of the Trustees of The New York Public Library, Astor, Lenox and Tilden Foundations, and adopted at a meeting held on the 29th day of May, 1901.

ROBT. A. VAN WYCK,
Mayor.

BIRD S. COLER,
Comptroller.

JOHN WHALEN,
Corporation Counsel.

RANDOLPH GUGGENHEIMER,
President of the Council.

THOS. L. FEITNER,
President of the Department of Taxes and Assessments.

THE NEW YORK PUBLIC LIBRARY,
ASTOR, LENOX AND TILDEN FOUNDATIONS:
By JOHN BIGELOW,
President.

(CORPORATE SEAL.)

Attest:
G. L. RIVES,
Secretary.

This contract seems to me in every respect admirable, and is heartily approved.

ANDREW CARNEGIE.

Skibo Castle,
June 24th, 1901.

2.

This Agreement, made and concluded the 26th day of March, in the year one thousand nine hundred and two, by and between THE CITY OF NEW YORK, by the Board of Estimate and Apportionment of said City, party of the first part, and THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS, party of the second part, Witnesseth:

Whereas, an agreement* was heretofore made and concluded between the parties hereto, bearing date of July seventeenth, in the year one thousand nine hundred and one, in relation to the offer of Andrew Carnegie to furnish the funds necessary for the erection of buildings for sixty-five free branch libraries for circulation in the City of New York, estimated in all to cost the sum of five million two hundred thousand dollars ($5,200,000), being an average cost of $80,000 each, provided the City of New York would furnish the necessary sites for such buildings and agree to provide for the maintenance of such branches when completed, and which said agreement was made by and between the said parties hereto in pursuance of the provisions of an Act of the Legislature of the State of New York, approved April 26, 1901, entitled "An Act to authorize and empower the city of New York to establish and maintain a free public library system," being chapter 580 of the Laws of 1901,** and by which said agreement it was agreed between the said parties hereto, among other things, by the First Article of the said agreement, that the party of the first part hereto shall proceed to acquire title by gift, purchase, or by condemnation, as provided in said Act, to such sites as shall be necessary in the Boroughs of Manhattan, The Bronx, and Richmond, for the purpose of the erection and maintenance thereon of free branch public libraries, on the approval in each case of the said The New York Public Library, Astor, Lenox and Tilden Foundations, which sites so to be selected and approved shall not, unless by mutual consent, exceed in number forty-two in the said Boroughs of Manhattan, The Bronx and

* See *supra*, page 238.

** See *supra*, page 235.

Richmond, the proportion of said sixty-five libraries allotted to said Boroughs; and

Whereas, the parties hereto believe that, in view of the sparsely settled condition of certain parts of the said Boroughs of Manhattan, The Bronx and Richmond, it would be of great benefit to the public that some of the free branch libraries to be erected in those Boroughs should be small buildings costing considerably less than $80,000 each for their erection and equipment, and that the number of sites which may be selected and approved as aforesaid for free branch libraries in the said Boroughs should therefore be increased from forty-two to fifty, it being understood, however, that in such event the aggregate sum to be furnished by the said Andrew Carnegie for the erection and equipment of the said fifty free branch libraries in the said Boroughs shall not exceed the sum contemplated in and by the said agreement of July seventeenth, 1901, to be expended for the erection and equipment of free branch libraries upon forty-two sites; and

Whereas, the parties hereto, for the purposes aforesaid, have agreed by mutual consent that the number of sites which may be selected and approved for free branch libraries in the said Boroughs of Manhattan, The Bronx and Richmond may be increased in number from forty-two to not exceeding fifty as aforesaid, and the said increase has been approved by the said Andrew Carnegie;

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

That the said Contract of July 17th, 1901, is hereby amended so as to permit the selection of not to exceed fifty sites in the Boroughs of Manhattan, The Bronx and Richmond, instead of forty-two as therein recited, provided that the aggregate cost of the erection and equipment of free branch libraries upon all of the said fifty sites in the said Boroughs of Manhattan, The Bronx and Richmond shall not exceed the sum contemplated in and by the said agreement of July 17th, 1901, to be expended for the erection and equipment of free branch libraries upon forty-two sites.

In witness whereof, the party of the first part has caused this agreement to be executed by the Board of Estimate and Appor-

tionment pursuant to a resolution adopted at a meeting held on the 25th day of March, 1902, and the party of the second part has caused this agreement to be executed by its President and its official seal to be hereto affixed pursuant to a resolution of the Trustees of The New York Public Library, Astor, Lenox and Tilden Foundations, adopted at a meeting held on the 12th day of March, 1902.

SETH LOW,
Mayor.

EDWARD M. GROUT,
Comptroller.

C. V. FORNES,
President of the Board of Aldermen.

JACOB A. CANTOR,
President of the Borough of Manhattan.

J. EDW. SWANSTROM,
President of the Borough of Brooklyn.

LOUIS F. HAFFEN,
President of the Borough of The Bronx.

JOS. CASSIDY,
President of the Borough of Queens.

GEORGE CROMWELL,
President of the Borough of Richmond.

THE NEW YORK PUBLIC LIBRARY,
ASTOR, LENOX AND TILDEN FOUNDATIONS:
By JOHN BIGELOW,
President.

(CORPORATE SEAL.)

Attest:
CHARLES HOWLAND RUSSELL,
Secretary.

Approved.
ANDREW CARNEGIE,
New York, March 12, 1902.

LXIX.

AGREEMENT WITH THE ARCHITECTS RELATING TO THE ERECTION OF FREE BRANCH LIBRARY BUILDINGS.

Articles of Agreement made and entered into this seventh day of November, in the year one thousand nine hundred and one, by and between THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS, party of the first part, and the three co-partnerships or firms known as BABB, COOK & WILLARD, CARRÈRE & HASTINGS and MCKIM, MEAD & WHITE, all of the City of New York, parties of the second part.

For the sake of brevity the party of the first part is hereinafter designated as "The Trustees" and the three firms constituting the parties of the second part are designated as "the Architects."

Whereas, on or about the 17th day of July, 1901, the Trustees entered into an agreement with the City of New York,* whereby they agreed, among other things, that upon the acquisition or approval by the City of New York of library sites within the boroughs of Manhattan, The Bronx and Richmond, the Trustees would proceed to erect thereon forty-two branch libraries for circulation and equip the same, the expense thereof to be paid from funds to be furnished by Andrew Carnegie as by the said contract (a copy of which is hereto annexed) will more fully appear; and

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* See *supra*, page 238.

Whereas, the Trustees have resolved to employ the parties of the second part to render services in regard to said buildings, and the Architects have accepted the said employment and the parties are desirous of adjusting the terms and conditions of the said employment;

Now, Therefore, this Agreement Witnesseth, as follows:

First: The Architects hereby severally undertake and agree to and with the Trustees to furnish and perform services as Architects in designing and preparing plans and specifications for the construction and equipment of the said buildings or such of them as the Trustees may request the Architects to design, including the fixtures, fittings, furniture and accessories thereof; and also in supervising the erection and completion for occupation of such buildings. And the Trustees hereby retain and employ the Architects to perform the aforesaid services and agree to pay them therefor their fees for services rendered hereunder at the rates hereinafter specified.

Second: The designing of each one of the said buildings and the supervision of its construction shall be separately entrusted by allotment to one of the three firms of Architects, parties hereto of the second part. Such allotments shall be made from time to time by agreement between the Architects, subject, however, in every case to the approval of the Trustees.

Third: The Architects shall act in collaboration and shall unite in all recommendations to the Trustees regarding designs or construction or other matters of common import relating to the buildings to be erected as aforesaid; and the Architects shall act at all times as an Advisory Board to the Trustees in all matters pertaining to the work entrusted to them respectively or in any way relating to any of the buildings to be erected under the said contract with The City of New York, dated July 17, 1901. All plans for any of the said buildings prepared by any of the parties of the second part shall, before being submitted for approval to the Trustees, be approved in writing by a majority of the Advisory Board. The Trustees

may also at any time call upon all the said Architects to express their opinion as a Board with regard to any details of the said buildings.

Fourth: It is distinctly understood that in designing and supervising the construction of the buildings hereinbefore mentioned each firm of Architects stands toward the Trustees and the Trustees stand toward such firm in the ordinary relation of architect and client, and that all plans and specifications submitted are to be subject to the approval of the Trustees in every particular.

Fifth: The Trustees agree to employ and pay a Clerk of the Works, who shall act under the instructions of the different Architects with respect to each building whose construction is being supervised by them.

Sixth: The fees of each of the three firms of Architects, parties hereto, are to be as follows:

Five per cent. upon the total cost of the first building designed by such firm.

Four per cent. upon the total cost of the second building designed by such firm.

Three and a half per cent. upon the total cost of all other buildings designed by such firm.

In computing such percentages the cost of each building is to be taken to include all fixtures necessary to render the building complete for occupation, but not furniture not designed or selected by the Architects. No special rate for ornamental or decorative work or designs for furniture in excess of the general compensation of a percentage upon the cost of the work shall be charged, and no charge shall be made for mural decorations except when designed by the Architects, any custom of Architects to the contrary notwithstanding.

The fees herein provided for are intended to include full professional services in designing and supervising the construction of the buildings entrusted to each firm respectively, and in addition all services of an advisory character rendered by the Architects to the Trustees.

Seventh: Payment of the fee for each building is to be made as follows:

One-fifth of the total fee upon the completion of the preliminary sketches.

One-half of the remainder of the fee upon the amount of each contract duly awarded.

The balance of the fee upon the amount of each certificate duly given by the Architects to the contractors.

Payments made on the completion of preliminary sketches are to be based upon the proposed cost of the work, and are to be credited on account of the total fee, subject to adjustment and subsequent payments when the actual cost of the work is determined. Should the work on any building be suspended or unusually delayed, the Architects of such buildings shall be entitled to receive the payment on account of fees that would then be due, if the work had proceeded with reasonable diligence, upon the basis of the above subdivision of services.

Eighth: No consulting engineers are to be employed at the expense of the Trustees except by mutual agreement.

Ninth: The Architects severally agree that upon the completion of each building they will furnish without further charge a full set of drawings exhibiting all the essential parts of its design and construction for future reference, such set of drawings to be the property of the Library Trustees.

Tenth: The Trustees shall have the right in their discretion from time to time to add other members to the Advisory Board herein provided for, such additional members to have the same powers and duties in all respects as though originally named herein.

Eleventh: Notwithstanding the general language hereinbefore employed, it is expressly understood that the building to be erected on lots known as Numbers 220 and 222 East 79th Street is not to be designed nor its construction supervised by any of the Architects, parties hereto; but the Trustees shall have the right to call upon the Architects for advice in relation thereto in the manner hereinbefore provided.

In witness whereof the party of the first part, acting by its Executive Committee, has caused these Presents to be attested by its President and Secretary and the parties of the second part have hereunto subscribed their names on the day and year first above written.

THE NEW YORK PUBLIC LIBRARY,
ASTOR LENOX AND TILDEN FOUNDATIONS:

G. L. RIVES,
Secretary.

By JOHN BIGELOW,
President.

BABB, COOK & WILLARD,
CARRÈRE & HASTINGS,
MCKIM, MEAD & WHITE.

LXX.

AGREEMENT WITH ANDREW CARNEGIE.

This Agreement, made and entered into this 21st day of April, 1902, by and between THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS, hereinafter called the "Library," party of the first part, and ANDREW CARNEGIE, of the City of New York, party of the second part:

Whereas in pursuance of the provisions of an act of the Legislature of the State of New York, approved April 26th, 1901, entitled "An Act to authorize and empower the City of New York to establish and maintain a free public library system," being Chap. 580 of the Laws of 1901,* a contract was made, bearing date the 17th day of July, 1901, between the City of New York and the Library,** and said contract has been duly approved by said Andrew Carnegie; and

Whereas said contract provides for the erection and equipment by the Library with funds to be contributed by said Andrew Carnegie, of not to exceed forty-two Free Branch Public Libraries, in the Boroughs of Manhattan, the Bronx and Richmond, upon sites to be acquired or furnished by the City of New York; and

Whereas said contract was, with the approval of said Andrew Carnegie, afterwards modified by an agreement between the City of New York and the Library, bearing date the 26th day of March, 1902,*** whereby the number of sites to be furnished by the City of New York in said Boroughs was provided to be

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* See *supra*, page 235.

** See *supra*, page 238.

*** See *supra*, page 246.

not exceeding in number fifty, instead of forty-two, as in said original contract provided; and

Whereas in and by said contract, as so amended, it was among other things in substance further provided, in Article Two thereof, that the Library shall upon the acquisition of title to any site approved as in said contract provided, or upon the passage of resolutions, as therein provided, by the unanimous vote of the members of the Board of Estimate and Apportionment, and of the Commissioners of the Sinking Fund, authorizing the use of any real estate of the City of New York not required for other public purposes, or upon the approval of the Board of Estimate and Apportionment of any site now possessed, or which may hereafter be possessed or acquired by the Library, proceed with the erection and equipment of library buildings thereon, without cost to the City of New York, and shall complete the same with funds to be contributed by Andrew Carnegie, as in said contract provided; and

Whereas it was further agreed in the Third Article thereof by the Library forthwith upon the acquisition of any site by the City of New York, when approved as therein provided, or when the use of any real estate belonging to the City, not required for other public purposes, should have been duly granted, as therein provided, or upon the approval of any site now possessed or to be hereafter possessed by the Library by the Board of Estimate and Apportionment of said City, as a site for a free public library for circulation, within the meaning of the above-mentioned act, to proceed to erect upon the same respectively branch libraries for circulation, and to equip the same, the expense thereof to be paid from the funds to be furnished by Andrew Carnegie, and without cost to the City of New York; and

Whereas in entering into the said contract the Library acted as the representative of the said Andrew Carnegie, as therein recited,

Now Therefore, This Agreement Witnesseth:

That in consideration of the execution of the said agreement by the City of New York and by the Library, at the request of the said Andrew Carnegie, the said Andrew Carnegie agrees

that, from time to time as sites for the erection of library buildings become available, as in said contract provided, and the Library shall enter into contracts for the construction or equipment of buildings thereon, he, the said Andrew Carnegie, will, upon the request of the Library, evidenced by a certified copy of a resolution of its Executive Committee, pay unto the Treasurer of the Library such amount as shall in such resolution be specified as the estimated cost of the construction and equipment of each building, to the end that the said Library may at all times be furnished with the funds necessary to be expended by it in carrying out its obligation to construct and equip said library buildings, it being understood that each such requisition shall be deemed to be preliminary only, and may be amended and corrected by any subsequent resolution of said Executive Committee, and that the total amount of such requisitions shall not exceed the amount contemplated, in and by said contract to be contributed by the said Andrew Carnegie for the construction and equipment of free libraries in said Boroughs of Manhattan, Richmond and the Bronx.

And the Library hereby covenants and agrees with the said Andrew Carnegie that it will faithfully apply or cause to be applied all sums received by it under this agreement to the construction and equipment of free branch public libraries, as provided in said contract between itself and the City of New York.

In Witness Whereof the party of the first part has caused these presents to be executed by its Vice-President and its corporate seal to be hereunto affixed, and the party of the second part has hereunto set his hand and seal the day and year first above written.

ANDREW CARNEGIE (SEAL.)

Witness:
JAS. BERTRAM.

THE NEW YORK PUBLIC LIBRARY,
ASTOR, LENOX AND TILDEN FOUNDATIONS:
By JOHN S. KENNEDY,
Vice-President.

(CORPORATE SEAL.)

Attest:
C. H. RUSSELL,
Secretary.

Documents Relating to St. Agnes Free Library.

LXXI.

CHARTER OF ST. AGNES FREE LIBRARY.*

DATED 5 JUNE, 1894.
RECORDED IN THE OFFICE OF THE REGENTS OF THE UNIVERSITY OF THE STATE OF NEW YORK, 5 JUNE, 1894.

UNIVERSITY OF THE STATE OF NEW YORK.
CHARTER OF
ST. AGNES FREE LIBRARY.

Whereas, a petition for incorporation as an institution of the University has been duly received, and

Whereas, official inspection shows that suitable provision has been made for buildings, furniture, equipment and for proper maintenance, and that all other prescribed requirements have been fully met.

Therefore, being satisfied that public interests will be promoted by such incorporation, the Regents by virtue of the authority conferred on them by law hereby incorporate Winfield Poillon, William B. Harrison, Thomas Watson Ball, Isaac B. Newcombe, Edward A. Bradley and their successors in office, under the corporate name of St. Agnes Free Library, with all powers, privileges and duties, and subject to all limitations and restrictions prescribed for such corporations by law or by the ordinances of the University of the State of New York. The first trustees of said corporation shall be the above named incor-

* St. Agnes Free Library was incorporated under the provisions of "The University Law," being Chapter 378 of the Laws of 1892.

porators, and their successors shall be elected by the corporation, one each year to serve five years.

This corporation shall be located in the city of New York.

In Witness Whereof the Regents grant this charter No. 804, under the seal of the University, at the capitol in Albany June 5, 1894.

(SEAL OF THE UNIVERSITY.) ANSON JUDD UPSON,
Chancellor.

MELVIL DEWEY,
Secretary.

LXXII.

DEED OF TRANSFER TO THE NEW YORK PUBLIC LIBRARY.*

DATED 1 AUGUST, 1901.

Know all men by these presents, that

Whereas St. Agnes' Library is a corporation organized under the laws of the State of New York, maintaining and carrying on a library in the City of New York having no members other than its directors or trustees; and

Whereas by Chapter 57 of the Laws of 1901 of the State of New York, entitled "An Act to permit library corporations in the City of New York to convey their property to The New York Public Library, Astor, Lenox and Tilden Foundations,"** any corporation organized under the laws of the State of New York and maintaining and carrying on a library in the City of New York was authorized and empowered to grant, convey, assign and transfer all real and personal property of which it

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* The Regents of the University of the State of New York approved of the transfer, and accepted the surrender of the Charter of St. Agnes Free Library on 19 December, 1901. At the time of the transfer the trustees of St. Agnes Free Library were:

Robert Appleton,
William M. K. Olcott,
F. H. Hitchcock,
W. W. Appleton, and
Bird S. Coler.

The library was located at that time in rented quarters at No. 2279 Broadway, near 82nd Street.

** See *supra*, page 227.

might be seized or possessed to The New York Public Library, Astor, Lenox and Tilden Foundations;—and

Whereas the said St. Agnes' Library is desirous of conveying all its property to the said The New York Public Library, Astor, Lenox and Tilden Foundations—

Now, therefore, know ye That the said St. Agnes' Library in consideration of the premises and of one dollar to it in hand paid receipt whereof is hereby acknowledged, by virtue of the power and authority conferred upon it by the said Act of the Legislature of the State of New York, and of all other power and authority by it possessed, does hereby grant, convey, assign and transfer all real and personal property of which it is or may be seized or possessed to the said The New York Public Library, Astor, Lenox and Tilden Foundations, **To have and to hold** the same to the said The New York Public Library, Astor, Lenox and Tilden Foundations, its successors and assigns forever.

In Witness Whereof the said St. Agnes' Library has caused its seal to be hereunto affixed, and these presents to be attested by its proper officers this first day of August in the year one thousand nine hundred and one.

ROBERT APPLETON, (SEAL.)
President St. Agnes Library.

FREDERICK H. HITCHCOCK, (SEAL.)
Secretary.

Documents Relating to Washington Heights
Free Library.

LXXIII.

ARTICLES OF ASSOCIATION.*

DATED 6 MAY, 1868.

We whose names are hereunto subscribed do hereby signify our consent and desire to associate ourselves together for the purpose of procuring and erecting a public Library at Washington Heights in the City of New York and do hereby subscribe the sums set opposite our respective names to the Trustees who shall be elected to take charge of the monies belonging to the Corporation to be elected in pursuance hereof and for the purpose of incorporating ourselves. We do hereby determine to assemble on the second Tuesday of this current month of May at 8 o'clock in the evening at the residence of William H. Smith, Esq., in 152nd Street between 10th and 11th Avenues and elect, nominate and appoint nine of our number as Trustees

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* "Washington Heights Free Library" was incorporated as "The Washington Heights Library," under the provisions of the Act of April 1, 1796, entitled "An Act to incorporate such persons as may officiate [so in Act; evidently should be "associate"] for the purpose of procuring and erecting public libraries in this State" (Chapter 43 of the Laws of 1796). The library was registered with the Regents of the University of the State of New York, on 12th June, 1896, pursuant to the provisions of the University Law (Laws of 1892, Chapter 378).

to take charge of the monies belonging to the said Corporation and to transact all affairs relative to the same.

Witness our hands this sixth day of May in the year of Our Lord One Thousand Eight hundred and sixty-eight.

Rufus D. Case.	$25	John MacMullen.	$25
E. S. Whitman.	25	J. B. Archer.	25
David L. Baker.	25	Sheppard Knapp.	25
John M. Ramsey.	25	Charles W. Elliott.	25
Richard Vose.	25	Whitney Frank.	25
Wm. S. Meade.	25	Theo. H. Smith.	5
Frederick C. Withers.	25	H. C. Lockwood.	25
Gilead B. Nash.	25	M. A. Wheelock.	25
William B. Harison.	25	J. Romaine Brown	25
Thomas Faye.	25	John L. Tonnellé.	25
J. J. Stillings.	25	B. W. Van Voorhis.	25
William H. Smith.	25	N. A. Lespinasse.	25
A. B. Mills.	25	John O. Bronson.	25
E. Spencer West.	25	Hy. G. Martin.	25
J. Howard Smith.	25	Joel Marble.	10
Jas. O. West.	25	Wm. F. Hocking.	25
L. Duhain, Jr.	25	Molyneux Bell.	25
James Monteith.	25	Alex. N. Lewis.	25
Jacob R. Telfair.	25	Wm. H. Waterbury.	25
Abram B. Knapp.	25	Wm. Frothingham.	25
B. Bensel.	25	Philip S. Monro.	25
L. A. Rodenstein.	25	Ingersoll Lockwood.	25
Geo. F. Jackson.	25	John Watson.	5

Chas. A. Stoddard. $5

LXXIV.

CERTIFICATE OF INCORPORATION.

DATED 12 MAY, 1868.
RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF NEW YORK, 3 JUNE, 1868.

State of New York,
City and County of New York, } ss.:

I, RUFUS D. CASE of the City of New York the subscriber hereof do hereby certify that the following named persons residents at and in the vicinity of Washington Heights in said City, viz.:

Rufus D. Case,	M. A. Wheelock,	James O. West,
David L. Baker,	John L. Tonnellé,	James Monteith,
Richard Vose,	N. A. Lespinasse,	Abram B. Knapp,
Frederick C. Withers,	Hy. G. Martin,	L. A. Rodenstein,
William B. Harison,	Wm. F. Hocking,	John MacMullen,
J. S. Stillings,	Alex. N. Lewis,	Sheppard Knapp,
A. B. Mills,	Wm. Frothingham,	Whitney Frank,
J. Howard Smith,	Ingersoll Lockwood,	H. L. Lockwood,
L. Duhain, Jr.,	E. S. Whitman,	J. Romaine Brown,
Jacob R. Telfair,	John M. Ramsey,	B. W. Van Voorhis,
B. Bensel,	Wm. S. Meade,	John O. Bronson,
Geo. F. Jackson,	Gilead B. Nash,	Joel Marble,
J. B. Archer,	Thomas Faye,	Molyneux Bell,
Charles W. Elliott,	William H. Smith,	Wm. H. Waterbury,
Theo. Howard Smith,	E. Spencer West,	Philip G. Monro,

did by articles of Association bearing date the sixth day of May instant subscribe the sum of One thousand and ninety dollars in the aggregate and signify their desire to associate themselves together for the purpose of procuring and erecting a Public

Library at Washington Heights aforesaid and did unanimously agree also to meet the second Tuesday of the said month of May at 8 o'clock P.M., at the residence of William H. Smith, Esq., in 152nd Street between Tenth and Eleventh Avenues in said City, to elect, nominate and appoint nine of their members as Trustees to take charge of the monies belonging to the corporation, to be so erected, and to transact all affairs relative to the same.

And I do further certify that here at this time being the second Tuesday of May aforesaid, at the place aforesaid so previously agreed on and appointed upwards of two thirds of the said subscribers being assembled, they the said subscribers so assembled did proceed and elect from among themselves by ballot the subscriber hereof Chairman to preside at the election of Trustees, receive the votes of the subscribers, and be the officer to return the names of those, who, by plurality of voices should be elected to serve as Trustees of such Corporation.

And I do further certify that thereupon the said subscribers so assembled as aforesaid did by plurality of voices elect, nominate and appoint the following named persons to serve as Trustees for the said Corporation, viz.:

John MacMullen,	Rufus D. Case,	Thomas Faye,
Sheppard Knapp,	John L. Tonnellé,	David L. Baker,
William H. Smith,	William B. Harison,	James Monteith.

And I do further certify that the said subscribers did also at the time and place aforesaid unanimously determine that the style name or title by which the said Corporation should be distinguished and known should be "The Washington Heights Library."

In witness whereof, I have hereunto set my hand and seal this second Tuesday of May in the year of Our Lord One thousand eight hundred and sixty-eight.

RUFUS D. CASE. (SEAL.)

LXXV.

EXTRACTS FROM THE WILL OF J. HOOD WRIGHT.*

WILL DATED 25 MAY 1892.
CODICIL DATED 22 NOVEMBER 1893.
ADMITTED TO PROBATE IN NEW YORK, 1 APRIL 1895.
RECORDED LIBER 521 OF WILLS, PAGE 450.

WILL. ARTICLE ELEVENTH.

Section 2. But, if I shall die leaving no issue by my said wife, then in lieu of the provision in the foregoing Section 1 of this article Eleventh, my said residuary estate (which only is the subject of this Article) shall by my executors be divided into three separate parts as nearly equal as may be in their judgment, which three parts I do hereby separately devise and bequeath as follows:

* * * * * *

3. My executors and trustees shall hold the remaining one-third part of my residuary estate in trust to receive the rents, issues and profits thereof during the life of my said sister [Elizabeth J. Wright], and to pay the same to her or in case of her incapacity to apply the same for her personal and exclusive use, and after her death either after, before or with me, to pay or apply such income and principal as follows, (no legatee to have any right during my sister's life, to question or interfere with the investment of the principal or the use of the income of this one-third part):

* * * * * *

* Mr. Wright died 12 November, 1894, without issue. Letters testamentary were granted to Mary R. Wright, Charles H. Coster and John Markle, executors and trustees named in the will.

(g) I direct my executors and trustees to pay and deliver to the Washington Heights Library, in the City of New York, upon the condition that it shall be maintained at all times as a free circulating library, the sum of One hundred thousand dollars. Not exceeding one-quarter of such sum (either alone or in connection with other moneys) may be used as a building fund—that is to say, in the purchase of land and the erection of a building or buildings thereon—the remaining three-quarters to be kept invested and the income thereof only to be used for the purposes of such Library.

LXXVI.

ORDER OF THE SUPREME COURT CHANGING THE NAME OF "THE WASHINGTON HEIGHTS LIBRARY" TO "WASHINGTON HEIGHTS FREE LIBRARY."

DATED 24 AUGUST, 1896.

At a Special Term of the Supreme Court, held in Part I, in the County Court House, in the City of New York, on the 24th day of August, 1896.

Present—Hon. ROGER A. PRYOR, Justice.

IN THE MATTER

of the

Petition of THE WASHINGTON HEIGHTS LIBRARY to have its name changed to WASHINGTON HEIGHTS FREE LIBRARY.

Upon reading and filing the petition of The Washington Heights Library, and notice of the presentation of said petition and proof of publication thereof and the certificate of the Secretary of State annexed to said petition, and the Court having directed that said application be heard in this part of the Court, and the Court being satisfied that the said petition is true and has been duly authorized, that there is no reasonable objection to the proposed name, that the notice required by law has been given:

Now on motion of Wilson and Wallis, attorneys for the petitioner, no one appearing in opposition thereto, it is

Ordered that the petitioner be and it is hereby authorized to

assume the name Washington Heights Free Library on the first day of October, in the year eighteen hundred and ninety and six; and that this order be entered and the papers on which it was granted be filed within ten days hereafter in the office of the Clerk of the City and County of New York, and that a certified copy of this order shall, within ten days after the entry thereof, be filed in the office of the Secretary of State, and that a copy of this order be published within ten days after the entry thereof in the New York Law Journal once in each week for four successive weeks.

Enter.

R. A. P.,
J. S. C.

LXXVII.

DEED BY CHARLES H. SHAW, INDIVIDUALLY AND AS EXECUTOR OF THE WILL OF JOSEPH S. SHAW, DECEASED, OF PREMISES NO. 924 ST. NICHOLAS AVENUE, BEING THE NORTHERLY PORTION OF THE SITE OF THE WASHINGTON HEIGHTS BRANCH LIBRARY BUILDING.

DATED, 15 MAY 1899.
RECORDED IN NEW YORK REGISTER'S OFFICE, 1 JUNE 1899.
LIBER 13 OF CONVEYANCES, PAGE 185. BLOCK 2107, SECTION 8.

This Indenture, made the Fifteenth day of May, in the year eighteen hundred and ninety-nine, **Between** CHARLES H. SHAW of the City of New York individually and as executor under the last will and testament of Joseph S. Shaw, deceased, party of the first part, and WASHINGTON HEIGHTS FREE LIBRARY, a corporation duly organized and existing under the laws of the State of New York, party of the second part: **Witnesseth**, that the said party of the first part, in consideration of the sum of Five thousand Dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the said party of the second part, its successors and assigns forever, **All** that lot or parcel of land in the Borough of Manhattan, City of New York, bounded and described as follows:

Beginning at a point on the Easterly side of the Avenue St. Nicholas two hundred and thirty eight feet four and one-half inches northerly from the northeasterly corner of the Avenue St. Nicholas and One hundred and Fifty-fifth Street which

point adjoins the property now or late of William F. Buckley, and running thence northerly along the Avenue St. Nicholas ten feet; thence easterly parallel with said One Hundred and Fifty-fifth Street ninety-one feet eleven inches more or less to the westerly side of the Croton Aqueduct; thence southerly along said westerly side of the Croton Aqueduct nine feet seven and five-eighths inches more or less to the said land of William F. Buckley and thence westerly along said land eighty eight feet three and one quarter inches more or less to the point or place of beginning.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

To have and to hold the above granted premises unto the said party of the second part, its successors and assigns forever.

And the said party of the first part does covenant with the said party of the second part as follows:

FIRST.—That the party of the first part is seized of the said premises in fee simple and has good right to convey the same.

SECOND.—That the party of the second part shall quietly enjoy the said premises.

THIRD.—That the said premises are free from incumbrances.

FOURTH.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

FIFTH.—That the party of the first part will forever warrant the title to said premises.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

CHAS. H. SHAW, individually and as
Executor under the Will of Joseph
S. Shaw, deceased. (SEAL.)

LXXVIII.

DEED BY JENNIE M. TOMPKINS OF PREMISES NO. 922 ST. NICHOLAS AVENUE, BEING THE SOUTHERLY PORTION OF THE SITE OF THE WASHINGTON HEIGHTS BRANCH LIBRARY BUILDING.*

DATED 26 MAY, 1899.
RECORDED IN NEW YORK REGISTER'S OFFICE, 2 JUNE, 1899. LIBER 13 OF CONVEYANCES, PAGE 186. BLOCK 2107, SECTION 8.

This Indenture, made the 26th day of May, in the year eighteen hundred and ninety-nine, between JENNIE M. TOMPKINS, of New York, party of the first part, and the WASHINGTON HEIGHTS FREE LIBRARY, a corporation organized under the laws of New York, party of the second part: **Witnesseth**, That the said party of the first part, in consideration of Ten Dollars and other valuable considerations, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the said party of the second part, its successors assigns forever, all that certain lot, piece or parcel of ground, situate, lying and being in the Twelfth Ward of the City of New York, Borough of Manhattan and described on the Tax Books of said City as Lot Number Twelve (12) of Block 2107.

Beginning at a point on the Easterly side of the St. Nicholas Avenue, distant two hundred and seven (207) feet three (3) inches Northerly from the corner formed by the intersection of the Easterly side of St. Nicholas avenue with the Northerly side

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* The erection of the library building on this site was begun in August, 1899. It was completed and the library opened to the public 14 May, 1900.

of West One hundred and fifty-fifth Street, and running thence Easterly and parallel with the line of West 155th Street eighty feet (80 ft) six and one quarter inches (6¼) inches to the Westerly line or side of the Croton Aqueduct, thence Northerly along the said line of the Croton Aqueduct, thirty (30) feet to land now or late of Charles H. Shaw, and thence westerly along said land now or late of Charles H. Shaw and parallel with the line of West One Hundred and fifty-fifth Street eighty-eight (88) feet three and one quarter (3¼) inches to the Easterly line or side of St. Nicholas Avenue, and thence southerly along the Easterly side of St. Nicholas Avenue thirty one (31) feet one and one half (1½ in.) inches to the point or place of beginning. Being the same premises conveyed to the party of the first part by William F. Buckley. Said premises being subject to the payment of a mortgage for $6,000. made to William F. Buckley dated May 26th, 1899.

Together with the appurtenances, and all the estate and rights of the party of the first part, in and to said premises. **To have and to hold** the above granted premises unto the said party of the second part, its successors and assigns forever.

And the said Jennie M. Tompkins doth covenant with said party of the second part as follows:

FIRST.—That said party of the first part is seized of the said premises in fee simple, and has good right to convey the same.

SECOND.—That the party of the second part shall quietly enjoy the said premises.

THIRD.—That the said premises are free from incumbrances, except as aforesaid.

FOURTH.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

FIFTH.—That the said party of the first part will forever warrant the title to said premises.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal the day and year first above written.

JENNIE M. TOMPKINS (SEAL.)

LXXIX.

DEED OF TRANSFER TO THE NEW YORK PUBLIC LIBRARY.*

DATED 9 OCTOBER, 1901.
RECORDED IN NEW YORK REGISTER'S OFFICE, 2 DECEMBER, 1901.
LIBER 16 OF CONVEYANCES, PAGE 345. BLOCK 2107, SECTION 8.

This Indenture made this ninth day of October, 1901, by and between the corporations known as THE WASHINGTON HEIGHTS FREE LIBRARY and THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS;

Whereas The New York Public Library, Astor Lenox and Tilden Foundations is a corporation organized under the laws of the State of New York, which said corporation has no members or stockholders other than its trustees; and

Whereas The Washington Heights Free Library is a corporation existing under the Membership Corporation Law, and is not a stock company, and has no stockholders, but has members other than its trustees; and

Whereas it was incorporated for the purpose of procuring and erecting a public library at Washington Heights; and

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* The Regents of the University of the State of New York approved of the transfer on 10 June, 1902, and accepted the surrender of the charter of "Washington Heights Free Library" on 26 April, 1904.

The Trustees of Washington Heights Free Library at the time of the transfer were:

W. T. Alexander, Andrew Carnegie, G. B. Curtiss, Macomb George Foster, Resolved Gardner, E. P. Griffin, G. B. Grinnell, Charles H. Holland, W. Travers Jerome, Newell Martin, J. C. Reiff, J. L. Tonnellé, E. B. Treat, A. H. Wellington, John Whalen, E. S. Whitman.

The library was contained in the library building, at Nos. 922–924 St. Nicholas Avenue.

Whereas "Washington Heights," as used in this agreement is understood by the parties hereto to embrace the land on Manhattan Island between 135th Street and 175th Street lying west of the line of Edgecombe Avenue; and

Whereas in pursuance of the intentions of its founders the last named corporation has for many years maintained a library on Manhattan Island north of 150th Street, said library having been for a long time at the corner of Amsterdam Avenue and 156th Street, and being now between St. Nicholas Avenue and Edgecombe Avenue and north of 155th Street; and

Whereas The Washington Heights Free Library is desirous of transferring all its property to the said Public Library pursuant to the provisions of Chapter 57 of the Laws of 1901;*

Now, Therefore, this Indenture Witnesseth as follows:

The Washington Heights Free Library hereby grants, conveys, assigns and transfers all real and personal property of which it is or hereafter shall be seized or possessed to The New York Public Library, Astor, Lenox and Tilden Foundations, which is hereinafter also called the grantee, on the following terms, conditions and limitations:

(1) The grantee shall maintain in the region now known as Washington Heights, in the Borough of Manhattan, in the City of New York, a free public library and reading room and also such other branches for circulation and for other purposes as it may deem advisable and shall carry on and promote the general purposes and objects declared in the charter of The Washington Heights Free Library;

(2) All property, real and personal, now owned or possessed by The Washington Heights Free Library, and all property, real or personal, which shall hereafter come into possession of the grantee by virtue of any gift, bequest or devise to The Washington Heights Free Library, and the proceeds of any such property, in case the same or any part thereof is sold or otherwise disposed of, and all profits, increase or income of any such property shall (including both capital and income) be exclusively used for and applied to the free circulation of books and the maintenance of

* See *supra*, page 227.

the existing library, and of such other branch libraries and reading rooms as the grantee may deem advisable in the said region known as Washington Heights in the Borough of Manhattan in the City of New York, and in the neighborhood of that region.

Nothing in this agreement contained shall be construed to prevent the grantee from selling or otherwise disposing of any property, real or personal, of which it may at any time be possessed.

In Witness Whereof the parties hereto have caused the respective corporate seals of the said corporations to be affixed hereto, and these presents to be attested by their respective presidents and secretaries thereunto duly authorized the day and year first above written.*

THE WASHINGTON HEIGHTS FREE LIBRARY,
(CORPORATE SEAL.) By
Attest: EDMUND S. WHITMAN,
GEO. B. CURTISS, *President.*
Secretary.

THE NEW YORK PUBLIC LIBRARY,
ASTOR, LENOX AND TILDEN FOUNDATIONS:
(CORPORATE SEAL.) By
Attest: JOHN BIGELOW,
G. L. RIVES, *President.*
Secretary.

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* The Washington Heights Free Library having members other than its trustees, the foregoing conveyance and transfer was assented to by a vote of more than two-thirds of the members of the corporation voting in person or by proxy at a meeting of the members of the corporation duly called and held, as required by Chapter 57 of the Laws of 1901, on November 26th, 1901. A sworn statement by the Secretary of The Washington Heights Free Library as to the members of such corporation and as to the proceedings of such meeting is recorded in the Office of the Register of the County of New York with the Deed.

Documents Relating to New York Free Circulating Library for the Blind.

LXXX.

CERTIFICATE OF INCORPORATION.*

DATED 23 MAY, 1895.
APPROVED BY THE SUPREME COURT, 27 MAY, 1895.
FILED IN COUNTY CLERK'S OFFICE, NEW YORK COUNTY, 3 JUNE, 1895.
FILED IN OFFICE OF THE SECRETARY OF STATE, ALBANY, NEW YORK, 3 JUNE, 1895.

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

We, the undersigned, desiring to form a corporation pursuant to Chapter 267, of the Laws of 1875, of the State of New York, all being of full age and two-thirds being citizens of the United States, and a majority citizens of the State of New York, do hereby certify:

First: That the name of the proposed corporation is the "New York Free Circulating Library for the Blind."

Second: The objects for which it is formed are:

1. To purchase books, pamphlets or matter printed in raised or embossed characters for the use of the blind.

2. To print in such raised or embossed characters such books, pamphlets or other matter as the trustees of this corporation may think best, and to sell or otherwise dispose of such copies

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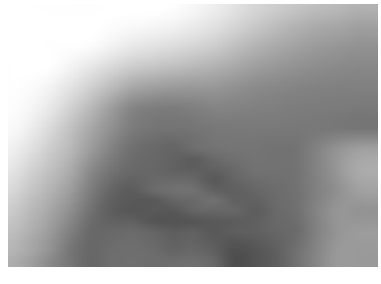
* The Library was registered with the Regents of the University of the State of New York, under the provisions of the University Law (Laws of 1892, Chapter 378) on February 10th, 1897.



of the books, pamphlets or other matters so printed as may not be necessary for the purposes of the library hereinafter referred to.

3. To stock and maintain a library of books, pamphlets or other matter, printed in embossed or other characters adapted to the use of the blind, said library to be for the free use of all worthy blind persons.

4. To receive for the use of the said library donations of books, pamphlets or other matter adapted to the use of the blind, and to dispose of by sale or otherwise any books in said library which for any reason may have become undesirable as library books.

5. To raise or receive contributions of money to be applied to the purposes of the corporation above enumerated.

Third: The location of the principal office of this corporation shall be situated in the city and county of New York.

Fourth: The number of trustees of this corporation shall be five, and the names of the trustees for the first year are as follows:

Richard R. Ferry, 504 Manhattan Avenue, New York City.
Wm. B. Wait, 412 Ninth Avenue, New York City.
Clara A. Williams, 121 West 86th Street, New York City.
Clark B. Ferry, 40 Wall Street, New York City.
Chas. W. Weston, 65 Convent Avenue, New York City.

Dated May 23d, 1895.

Richard R. Ferry,	Phœbe J. B. Wait,
Clark B. Ferry,	H. C. Weston,
Clara A. Williams,	Edward J. Hancy,
Wm. B. Wait,	Jeannie C. Weston,
Stephen Babcock,	Henry W. Williams,
Eliza J. Hancy,	Florence A. Weston,
Charles W. Weston,	Hannah A. Babcock,

Theo. L. Ferry.

LXXXI.

DEED OF TRANSFER TO THE NEW YORK PUBLIC LIBRARY.*

DATED 21 FEBRUARY, 1903.

Know all Men by these Presents,

Whereas, New York Free Circulating Library for the Blind is a corporation organized under the laws of the State of New York, maintaining and carrying on a library in the City of New York, and

Whereas, by Chapter 57 of the Laws of 1901 of the State of New York, entitled "An Act to permit library corporations in the City of New York to convey their property to the New York Public Library, Astor, Lenox and Tilden Foundations,"** any corporation organized under the laws of the State of New York and maintaining and carrying on a library in the City of New York was authorized and empowered to grant, convey, assign and transfer all real and personal property of which it might

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* The Regents of the University of the State of New York approved of the transfer on 6 April, 1903, and subsequently accepted the surrender of the charter of the New York Free Circulating Library for the Blind.

The Trustees of the New York Free Circulating Library for the Blind at the time of the transfer were:

Richard Randall Ferry,
Clark B. Ferry,
Clara A. Williams,
William B. Wait,
Charles W. Weston.

By courtesy of the Vestry of Trinity Church the Library occupied a room in St. Agnes Chapel, No. 121 West 91st Street, where it was opened to the public on November 9, 1896.

** See *supra*, page 227.

be seized or possessed to The New York Public Library, Astor, Lenox and Tilden Foundations; and

Whereas, the said New York Free Circulating Library for the Blind is desirous of conveying all its property to the said The New York Public Library, Astor, Lenox and Tilden Foundations;

Now therefore Know ye, That the said New York Free Circulating Library for the Blind, in consideration of the premises and of One Dollar ($1.00) to it in hand paid, receipt whereof is hereby acknowledged, by virtue of the power and authority conferred upon it by the said Act of the Legislature of the State of New York, and of all other power and authority by it possessed, does hereby grant, convey, assign and transfer all real and personal property of which it is or may be seized or possessed to the said The New York Public Library, Astor, Lenox and Tilden Foundations, to have and to hold the same to the said The New York Public Library, Astor, Lenox and Tilden Foundations, its successors and assigns forever.

In Witness Whereof the said New York Free Circulating Library for the Blind has caused its seal to be hereunto affixed, and these presents to be attested by its proper officers this Twenty first day of February in the year One thousand nine hundred and three.*

NEW YORK FREE CIRCULATING
LIBRARY FOR THE BLIND,

(CORPORATE SEAL.)

RICHARD RANDALL FERRY,
President.

CLARA A. WILLIAMS,
Secretary.

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* The New York Free Circulating Library for the Blind having members other than its trustees, the transfer of its property to the New York Public Library was assented to by a vote of more than two-thirds of the members of the corporation voting in person or by proxy at a meeting of the members of the corporation duly called and held as required by Chapter 57 of the Laws of 1901, on February 10, 1903.

Documents Relating to Aguilar Free Library Society.

LXXXII.

CERTIFICATE OF INCORPORATION.

DATED 3 DECEMBER, 1886.
APPROVED BY THE SUPREME COURT 6 DECEMBER, 1886.
FILED IN COUNTY CLERK'S OFFICE, NEW YORK COUNTY, 6 DECEMBER, 1886.
FILED IN OFFICE OF THE SECRETARY OF STATE, ALBANY, NEW YORK, 10 DECEMBER, 1886.

We, the undersigned, SAMUEL GREENBAUM, DANIEL P. HAYS, ISAAC S. ISAACS, LOUIS B. SCHRAM and ADOLPH L. SANGER, being citizens of the United States, and also citizens of the State of New York, desiring to associate ourselves together for the purpose of founding, continuing and perpetuating a library in accordance with the provisions of an act of the legislature of the State of New York entitled "An Act for the Incorporation of library societies" passed May 15th, 1875,* do hereby make this certificate and state pursuant to the said act as follows:

1st. The name or title by which such society shall be known in law, is the

"AGUILAR FREE LIBRARY SOCIETY."

2nd. The business and object of such Society shall be to found, continue and perpetuate a free public library.

3rd. The number of directors to manage such society shall be fifteen.

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* Laws of 1875, Chapter 343.

4th. The names of the directors of such society for the first year of its existence are as follows:

Mark Ash,	Isaac S. Isaacs,
Morris W. Benjamin,	Manuel A. Kursheedt,
Jacob H. Fleisch,	Henry M. Leipziger,
William A. Gans,	M. Warley Platzek,
Samuel Greenbaum,	V. Henry Rothschild,
Daniel P. Hays,	Adolph L. Sanger,
Nathan Herrmann,	Louis B. Schram,

De Witt J. Seligman.

5th. Such library shall be located in the City of New York.

SAMUEL GREENBAUM
DAN'L P. HAYS
ISAAC S. ISAACS
LOUIS B. SCHRAM
ADOLPH L. SANGER.

Dated New York, December 3rd, 1886.*

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* In 1886 the Legislature enacted a law to encourage the growth of free public libraries and free circulating libraries in the cities of the State (Laws of 1886, Chap. 666). This act provided that any such incorporated library association owning real estate of the value of at least $20,000, and having at least 10,000 volumes, and maintaining a free public library or a free circulating library, and circulating in a year at least 75,000 volumes, might receive City aid. The Young Men's Hebrew Association and the Hebrew Free School Association, both in the City of New York, possessed libraries which together aggregated upwards of 10,000 volumes. These institutions were unable adequately to maintain their libraries. They therefore transferred their libraries to the Aguilar Free Library Society. In order to secure the required sum of $20,000 for the purchase of real estate, Mr. Jacob H. Schiff gave $10,000 on condition that the further sum of $10,000 should be raised, which was done by individual contributors, and the premises No. 206 East Broadway were purchased at a price of $27,500.

A branch library was conducted in the building at No. 206 East Broadway, and another at No. 721 Lexington Avenue. A small branch also was conducted in the building occupied by the Hebrew Free School Association at No. 624 Fifth Street.

In 1889, in pursuance of a written agreement made between the Aguilar Free Library Society, the Hebrew Free School Association and the Young Men's Hebrew Association, a corporation known as the "Educational Alliance" was formed. The object contemplated by the agreement was the erection of a building to be occupied by these societies and by kindred organizations designed for the moral and intellectual improvement of residents of the East Side of the City

of New York; and the objects of the "Educational Alliance," as stated in its certificate of incorporation, were the promotion of free education by the erection and maintenance of buildings in the City of New York, containing library, reading and class rooms and lecture and music halls, and by co-operation with other societies in the city.

In 1900, the Aguilar Free Library Society purchased premises at No. 197 East Broadway, situated at the southeast corner of East Broadway and Jefferson Street, which it leased to the "Educational Alliance;" and the building known as the "Hebrew Institute" was erected upon these and adjoining premises. The branch library at No. 206 East Broadway was removed to the new building of the "Hebrew Institute" on its completion in October, 1891; and the premises No. 206 East Broadway were sold in 1894. Shortly before the transfer to the New York Public Library, the Aguilar Free Library Society conveyed its interest in the premises occupied by the "Hebrew Institute" Building at No. 197 East Broadway to the "Educational Alliance," by deed dated December 29th, 1902.

In June 1895, the Society severed its connection with the Hebrew Free School Association, and the branch library which was conducted at No. 624 Fifth Street was removed to rented quarters at No. 616 Fifth Street, where it remained until March, 1900, when it was removed to rented quarters at No. 106 Avenue C. The uptown branch remained at No. 721 Lexington Avenue until May, 1896, when it was removed to rented quarters at No. 113 East 59th Street.

In May, 1896, a branch library was established in Harlem in rented quarters; and to meets its needs in that part of the City the Society erected its own building at No. 174 East 110th Street, which was opened to the public in June, 1899.

At the date of the transfer to The New York Public Library, Astor, Lenox and Tilden Foundations, libraries were conducted by the Aguilar Free Library Society in the building at No. 174 East 110th Street; in the building known as the "Hebrew Institute" at No. 197 East Broadway; and in rented quarters at Nos. 111–113 East 59th Street and at No. 106 Avenue C. Travelling libraries also were conducted, with numerous stations.

The various libraries were registered with the Regents of the University of the State of New York, under the provisions of the University Law (Laws of 1892, Chap. 378), on November 21, 1895, January 4, 1896, May 21, 1896, and October 6, 1896.

LXXXIII.

CORRESPONDENCE RELATING TO THE GIFT BY FREDERICK SPIEGELBERG OF THE NINA GOLDSMITH SPIEGELBERG MEMORIAL ALCOVE FOR BIOGRAPHICAL WORKS.*

1.

LETTER FROM MR. SPIEGELBERG.

21 BROAD STREET,
NEW YORK, April 4th, 1892.

DEAR SIR:

I beg to inform you that it is my intention to establish and maintain in the Aguilar Free Library an alcove in memory of my wife. My wife was during her life ardently attached to the cause of propagating education and of the dissemination of the means thereof. Your society, with which she was affiliated at the time of her premature death, seems to me above all the one in which her memory ought to be perpetuated.

I intend, if acceptable to your society, to give the sum of Two thousand Dollars for that purpose; one thousand Dollars to be used for the immediate establishment of the alcove and the purchase of books, and one Thousand Dollars to be kept in trust, the interest to be applied to the maintaining of the alcove and the purchase of new books. I desire that the alcove shall be devoted to biographical works, embracing the lives of men and women who have distinguished themselves by their work, their deeds or the example they set to others. The memorial tablet shall contain the inscription:

"In Memory of Nina Goldsmith Spiegelberg"—nothing else.

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* The alcove was opened to the public May 18, 1893, at the Hebrew Institute building, 197 East Broadway. The fund at the time of the transfer to The New York Public Library, Astor, Lenox and Tilden Foundations, consisted of one $1,000 Bond of the New York & West Shore R.R. Co.

I shall consider it a privilege if I were allowed to assist the Library Committee in the selection of the books to be purchased for the alcove.

Kindly let me know whether you deem a formal acceptance on the part of the Board of Directors necessary or whether you have the power to accept the gift.

I shall be much indebted to you and our colleagues in the Board if this gift receives as little publicity as possible.

Yours very respectfully,

F. SPIEGELBERG.

SAMUEL GREENBAUM, Esq.,
President Aguilar Free Library Society,
New York City.

2.

EXTRACT FROM THE MINUTES OF THE BOARD OF DIRECTORS OF THE AGUILAR FREE LIBRARY SOCIETY.

DATED 17 APRIL, 1892.

Resolved, That the donation be accepted, that the Library Committee be instructed to co-operate with Mr. Spiegelberg in the selection of the books and preparation of the alcove, and that the Secretary extend to Mr. Spiegelberg the thanks of the Society.

Resolved, That Mr. Spiegelberg's letter be spread upon the minutes of the meeting, and that the trust indicated therein be accepted by the Society.

Resolved, That the sum of One thousand Dollars, which, under the terms of the donation, is to be kept in trust, be invested by the Treasurer in some safe bond and kept as a separate fund to be known as the Spiegelberg Alcove Fund, and that investment be reported to the Board of Directors.

Resolved, That the sum of One thousand dollars, which under the terms of the donation is to be used for the immediate establishment of the Alcove and the purchase of books, be kept in a separate account until exhausted.

LXXXIV.

EXTRACTS FROM THE WILL OF BERNHARD MAINZER.*

WILL DATED 17 MARCH 1892.
CODICIL I. DATED 17 MARCH, 1892,
CODICIL II. DATED 9 JANUARY, 1893,
CODICIL III. DATED 26 MARCH, 1895.
ADMITTED TO PROBATE IN NEW YORK, 21 NOVEMBER, 1895.
RECORDED LIBER 535 OF WILLS, PAGE 57.

WILL. ARTICLE THIRD.

I give the sum of One hundred thousand (100,000) Reichsmarks, German Currency, free of inheritance tax, to my brother DOCTOR JOSEPH MAINZER, and request my executors to purchase in New York a draft for that amount and send the same to him.

I desire something shall be done for charity, and I give and bequeath to my executrix and executors a sum of money equal to four per cent. of the net amount of my estate as the same shall be valued by my executors, after the payment to my brother of the above legacy of One hundred thousand Reichsmarks.

The said sum is given to my executors absolutely and they

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* Mr. Mainzer died 21 November 1895. On 18 February 1897, the sum of $1,000. was received by the Aguilar Free Library Society from the executors. On January 19, 1898, the Directors, after consulting with the executors, divided this sum into four parts: "each to be devoted to the purchase of reference books for one of the branch libraries; every book to have a label inserted stating that it was a part of this bequest."

shall not be required to account for the same, but the amount so given to them shall be charged by them as a part of my testamentary expenses.

I request my executors to give such sum equal to four per cent. upon the value of my estate, as estimated by my executors, less said legacy to my brother, in such amounts as they think proper, to such deserving charitable institutions in the City of New York, and to such relatives of mine or of my wife, in the City of New York, or elsewhere, as may require assistance, as they shall agree upon and select, and I request them to submit a list of the institutions and the persons, with the amount proposed to be paid to each institution and person, to my brother-in-law Charles L. Hallgarten, of Frankfort-on-the-Main, Germany, for his approval, in case he be living at the time the selection of such charitable institutions and persons is made.

LXXXV.

EXTRACT FROM THE WILL OF THEODORE G. WEIL.*

WILL DATED 24 DECEMBER 1896.
ADMITTED TO PROBATE IN NEW YORK, 27 JANUARY, 1902.
RECORDED LIBER 675 OF WILLS, PAGE 259.

ARTICLE THIRD.

I give and bequeath

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To the Aguilar Free Library for an alcove the sum of One thousand dollars.

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* Mr. Weil died 10 January, 1902. The sum of $950 was received from this legacy. At the date of transfer to The New York Public Library, Astor, Lenox, and Tilden Foundations, a portion of this fund was invested in one $500 bond of the Denver, Rio Grande R.R. Co.

On December 14, 1902, the Directors of the Aguilar Free Library Society established in its 110th Street branch library an alcove in memory of Theodore G. Weil, to be devoted to American History.

LXXXVI.

DEED BY LOUIS LESE AND WIFE OF THE PREMISES NO. 174 EAST 110TH STREET.*

DATED 12 MAY, 1898.
RECORDED IN NEW YORK REGISTER'S OFFICE, 13 MAY, 1898.
LIBER 42 OF CONVEYANCES, PAGE 373, SECTION 6, BLOCK 1637.

This Indenture made the Twelfth day of May, in the year Eighteen hundred and ninety-eight, **between** LOUIS LESE, of the City of New York, and SARAH, his wife, parties of the first part, and the AGUILAR FREE LIBRARY SOCIETY, party of the second part,

Witnesseth, That the said parties of the first part, in consideration of NINE THOUSAND FIVE HUNDRED DOLLARS, lawful money of the United States, Paid by the party of the second part, do hereby grant and release, unto the said party of the second part, its successors and assigns forever,

All That certain lot, situated in the Twelfth Ward of the City of New York, known and designated by the Number 78, on a map of property in the City of New York, belonging to the Estate of Thomas Leggett, deceased, dated November 1851, surveyed by J. J. SERREL, C.S., and filed in the office of the Register of the City and County of New York, as Number 575, to wit.

Beginning at a point on the Southerly side of One Hundred and tenth Street, distant ninety-five feet Westerly from the Westerly side of Third Avenue, thence running SOUTHERLY

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* The library building was constructed and opened to the public on 19 June, 1899.

parallel with Third Avenue, one hundred feet and eleven inches, to the middle line of the block, thence WESTERLY, along the middle line of the block, parallel with One hundred and tenth Street, twenty-five feet, to the Easterly boundary line of Lot Number 77 on said map, Thence NORTHERLY along said last mentioned line, one hundred feet and eleven inches, to One hundred and tenth Street, and thence EASTERLY, along One hundred and tenth Street, twenty-five feet, to the point of beginning, be the said several dimensions more or less,

Being the same premises conveyed to Louis Lese, one of the parties of the first part, by Samuel Thorn, as Trustee under the Last Will and Testament of Mary S. Pearsall, deceased, by deed dated February 1, 1898, and recorded March 8, 1898, in the office of the Register of the City and County of New York, in Block Series (Conveyances), Section 6, Liber 41, page 403, and indexed under Block Number 1637, on the Land Map of the City of New York.

Together with the appurtenances, and all the estate and rights of the parties of the first part, in and to said premises, **To have and to hold** the above-granted premises, unto the said party of the second part, its successors and assigns forever,

Subject to a Mortgage, now a lien on said premises, to secure the sum of SIX THOUSAND DOLLARS and interest.*

And the said Louis Lese, one of the parties of the first part, does covenant with the said party of the second part as follows:

First. That Louis Lese, one of the parties of the first part, is seized of the said premises, in fee simple, and has good right to convey the same subject as aforesaid.

Second. That the party of the second part shall quietly enjoy the said premises.

Third. That the said premises are free from incumbrances, except as aforesaid.

* This and subsequent mortgages were paid off before the consolidation.

Fourth. That Louis Lese, one of the parties of the first part, will execute or procure any further necessary assurance of the title to said premises.

Fifth. That Louis Lese, one of the parties of the first part, will forever WARRANT the title to said premises.

In Witness Whereof, the said parties of the first part, have hereunto set their hands and seals the day and year first above written.

LOUIS LESE (L. S.)
SARAH LESE (L. S.)

LXXXVII.

DEED OF TRANSFER TO THE NEW YORK PUBLIC LIBRARY.*

DATED 24 FEBRUARY, 1903.

This Indenture, made the Twenty-fourth day of February, 1903, by and between the corporation known as the "AGUILAR FREE LIBRARY SOCIETY," hereinafter called the grantor, and "THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX, AND TILDEN FOUNDATIONS," hereinafter called the grantee.

Whereas, the grantor and grantee are corporations organized under the laws of the State of New York, having no members or stockholders other than their respective directors or trustees; and

Whereas, the grantor is desirous of transferring all its property to the said grantee, pursuant to the provisions of Chapter 57 of the Laws of 1901.**

Now, therefore, this Indenture witnesseth as follows:

The grantor hereby grants, conveys, assigns and transfers all

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* The Regents of the University of the State of New York approved of the transfer on 21 May, 1903, and accepted the surrender of the charter of the "Aguilar Free Library Society" on 26 April, 1904.

The trustees of the Aguilar Free Library Society at the time of the transfer were:

Samuel Greenbaum,	Mrs. Eugene S. Benjamin,
David Leventritt,	Harold Nathan,
Henry M. Leipziger,	Samson Lachman,
Mark Ash,	Adolph Openhym,
Samuel A. Tuska,	Frederick Spiegelberg,
Morris W. Benjamin,	Levi N. Hershfield,
Mrs. Cyrus L. Sulzberger,	Lee Kohns.

** See *supra*, page 227.

the real and personal property of which it is or hereafter shall be seized or possessed to the grantee, on the following terms, conditions and limitations:

(1) The grantee shall hold the One thousand dollar ($1,000) bond of the New York and West Shore Railroad Company, comprising part of the property transferred, in trust, as the Nina Goldsmith Spiegelberg Memorial Fund, and devote the income perpetually to the purchase of biographical works.

(2) The grantee shall hold the Five hundred dollar ($500) bond of the Denver & Rio Grande Railroad Co., comprising part of the property transferred, in trust, as the Theodore G. Weil Memorial Fund, and devote the income perpetually to the purchase of historical works.*

In witness whereof, the parties hereto have caused the respective corporate seals of the said corporations to be affixed hereto, and these presents to be attested by their respective presidents and secretaries thereunto duly authorized, the day and year first above written.

AGUILAR FREE LIBRARY SOCIETY,
(CORPORATE SEAL.) By SAMUEL GREENBAUM,
Attest: *President.*
SAMUEL A. TUSKA,
Secretary.

THE NEW YORK PUBLIC LIBRARY,
ASTOR, LENOX AND TILDEN FOUNDATIONS,
(CORPORATE SEAL.) By JOHN BIGELOW,
Attest: *President.*
CHARLES HOWLAND RUSSELL,
Secretary.

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* On 1 March 1903 the Directors of the Aguilar Free Library Society adopted the following resolution:

Resolved, That the New York Public Library be notified that by inadvertence the above agreement had incorrectly stated that the Weil alcove was to be devoted to historical works instead of to American history, with the request that the correction be made.

LXXXVIII.

DEED OF TRANSFER OF NO. 174 EAST 110th STREET TO THE NEW YORK PUBLIC LIBRARY.

DATED 24 FEBRUARY, 1903.
RECORDED NEW YORK REGISTER'S OFFICE, 11 MARCH, 1903.
LIBER 74 OF CONVEYANCES, PAGE 201, SECTION 6, BLOCK 1637.

This Indenture, made the Twenty-fourth day of February, in the year One thousand nine hundred and three, between the AGUILAR FREE LIBRARY SOCIETY, party of the first part, and THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX and TILDEN FOUNDATIONS, party of the Second part: **Witnesseth**, That the said party of the first part, in consideration of the sum of One Dollar, lawful money of the United States, and other valuable considerations, paid by the party of the second part, does hereby grant, bargain, sell and release unto the said party of the second part, its successors and assigns forever, **All** that certain lot, situated in the Twelfth Ward of the Borough of Manhattan, in the City of New York, with the building and

improvements thereon erected, known and designated by the number 78 on a map of property in the City of New York belonging to the estate of Thomas Leggett, deceased, dated November, 1851, surveyed by J. J. Serrell, C. S., and filed in the office of the Register of the City and County of New York, as number 575, to wit: **Beginning** at a point on the Southerly side of One hundred and tenth Street, distant ninety-five feet westerly from the westerly side of Third Avenue; thence running Southerly parallel with Third Avenue, one hundred feet and eleven inches to the middle line of the block; thence westerly, along the middle line of the block parallel with One hundred and Tenth Street, twenty-five feet to the easterly boundary line of lot number 77 on said map; thence northerly, along said last mentioned line, one hundred feet and eleven inches to One hundred and tenth Street; and thence easterly, along one hundred and tenth Street, twenty-five feet to the point of beginning, be the said several dimensions more or less; being the same premises conveyed to the party of the first part by Louis Lese, by deed bearing date the Twelfth day of May, 1898, and recorded in the office of the Register of the County of New York, on the 13th day of May, 1898, in Section 6, Liber 42 of conveyances, page 373, and indexed under block number 1637 on the Land Map of the City of New York. **This** deed being given to more fully carry out the agreement of transfer and consolidation between the parties hereto, dated February 24th, 1903, as by reference thereto will more fully and at large appear.

Together with the appurtenances and all the estate and rights of the said party of the first part, in and to the said premises.

To have and to hold the above granted premises unto the said party of the second part, its successors and assigns forever.

In witness whereof the said party of the first part has caused its corporate seal to be hereunto affixed and these presents to be attested by its president and secretary thereunto duly authorized the day and year first above written.*

AGUILAR FREE LIBRARY SOCIETY,
by SAMUEL GREENBAUM,
President.

(CORPORATE SEAL.)
Attest:
SAMUEL A. TUSKA,
Secretary.

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* The Aguilar Free Library Society, having no members other than its trustees, the foregoing instruments were authorized to be executed, by its Board of Directors, at meetings held on December 15th, 1902, and March 1st, 1903.

Documents Relating to the Harlem Library.

LXXXIX.

ACT OF INCORPORATION OF THE HARLEM LIBRARY.*

PASSED 29 MARCH, 1871.
LAWS OF 1871, CHAPTER 217.

AN ACT to incorporate the Harlem Library.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The Harlem Library Association and the trustees of the Harlem School may unite in one corporation under the name and style of the Harlem Library.

2. On filing with the Secretary of State a certified copy of a

* In 1820, the Legislature of the State of New York passed an Act (Laws of 1820, Chapter 115) entitled "An Act relative to the Common Lands of the freeholders and inhabitants of Harlem." By this Act trustees were appointed to sell the said common lands, and were authorized out of the net proceeds thereof to pay the sum of $3,000 to the trustees of the Harlem Library, for the benefit of the said library; the sum of $4,000 to the trustees of such school as might be established in the village of Harlem; and certain other sums to schools and churches.

Prior to this time a number of residents of the village of Harlem had formed a voluntary association for the establishment and support of a library in that village; but this association had never been incorporated. In order that it might become "legally entitled to receive the appropriation made by the Legislature from the proceeds of the Harlem Commons" (See minutes of the Harlem Library Association), it was incorporated in 1825, by the name of the Harlem Library Association, under the provisions of an Act of the Legislature entitled "An Act to incorporate such persons as may officiate [So in Act; evidently should be "associate"] for the purpose of procuring and erecting public libraries in this State" (Laws of 1796, Chapter 43).

The money which was thus received from the sale of the common lands was

resolution adopted by a majority of the trustees of each of the said corporations, they shall thereupon become incorporated under the name of the Harlem Library.

3. All the shareholders in the Harlem Library Association and the members of the Trustees of the Harlem School, who have heretofore subscribed and paid the sum required by statute, shall each be entitled to one share in the place of such as they now own in either of the said corporations.

4. All the property, real and personal, of the said corporations, shall vest in and belong to the corporation hereby created, and such corporation shall be liable for all the debts of either of the said corporations.

5. The said corporation hereby created shall have and possess all the powers granted by the act entitled, "An act to incorporate such persons as may associate for the purpose of procuring and erecting public libraries in this State, passed April first, seventeen hundred and ninety-six, and the several acts amendatory thereof and supplemental thereto."

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applied in part to the purchase of books and in part to the erection of a building.

In 1826, the Harlem Library Association purchased from the ministers, elders and deacons of the Reformed Low Dutch Church at Harlem a plot of ground situated on the west side of Third Avenue, between 121st and 122nd Streets, being about 25 feet in width by about 50 feet in depth, and upon this plot of land a library building, 22 by 28 feet, with a brick front, was erected and opened as a library in March, 1827.

Subsequently, by two deeds, dated November 6, 1828, and December 12, 1855, respectively, the Harlem Library Association purchased from the Reformed Low Dutch Church additional land, situated at the rear of the above-mentioned plot, increasing their entire holding to a full city lot of a little more than 25 by 100 feet.

The library was maintained in the building first erected until 1873, when the building was removed and a new library building, covering 25 by 80 feet, was erected upon the land acquired by the above-mentioned three deeds, and was opened to the public on June 8, 1874. The premises were then known as No. 2238 Third Avenue, and were sold by the Harlem Library in 1892.

A corporation known as "The Trustees of Harlaem School" was created by act of the Legislature passed April 2, 1827 (Laws of 1827, chapter 149). It was organized in order to receive the four thousand dollars which, by the Act of 1820, above referred to, was authorized to be paid to the trustees of such school as might be established in the village of Harlem. The corporation acquired land,

6. The shares of the said library shall be transferrable, and the trustees may make the same subject to an annual payment for the support of the library.

7. The trustees shall, by their by-laws, designate the time of the annual election of trustees, and shall give notice of such election annually, as prescribed in the said act, and shall fix the number of trustees, not exceeding nine, nor less than five, who shall be residents of Harlem.

8. The trustees of the Harlem School and of the Harlem Library Association shall be the first trustees of the Harlem Library incorporated by this act and shall hold their offices until the first election of trustees, as provided in the last section.

9. The corporation hereby created may purchase and hold land for the erection of a suitable building for a library and lecture-room, in addition to the property now owned by the corporation herein mentioned, provided that the annual income thereof shall not exceed the sum of forty thousand dollars.

10. This act shall take effect immediately.

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erected a building and maintained a school until the establishment of a common school system for the Twelfth Ward rendered the maintenance of the Harlem School unnecessary. The building was leased to the trustees of the common schools until May, 1872, when it was sold. In August, 1872, the corporation known as "The Trustees of Harlaem School" and the "Harlem Library Association" united in a new corporation known as the "Harlem Library," in pursuance of the provisions of the above act of the Legislature. Certified copies of the resolutions required by section 2 of the act were duly filed with the Secretary of State by The Trustees of the Harlem School on June 12, 1872, and by the Harlem Library Association on August 12, 1872.

The Trustees of the Harlem School at this time were: Edgar Ketchum, William H. Colwell, William G. Wood, Isaac Lockwood, Jonathan Hanson, Joseph O. Brown and Charles H. Randell. There were 24 members. The property consisted of $26,200 in mortgages and cash.

The Trustees of the Harlem Library Association at this time were D. P. Ingraham, George L. Ingraham, Robert Belloni, Henry Patterson and Nathaniel Jarvis.

The Trustees of the Harlem Library, on 20 July, 1897, "Resolved, that on and after September 1, 1897, the Harlem Library be a Free Library." The Library was thereupon registered with the Regents of the University of the State of New York, on 5 November, 1897, under the provisions of the University Law (Laws of 1892, Chapter 378).

XC.

EXTRACTS FROM THE WILL OF JOHN S. KENYON.*

DATED 28 FEBRUARY, 1879.
ADMITTED TO PROBATE IN NEW YORK, 10 FEBRUARY, 1882.
RECORDED LIBER 291 OF WILLS, PAGE 29.

ARTICLE SIXTH.

I give, devise and bequeath all the rest, residue and remainder of my estate, both real and personal to my executors hereinafter named in trust to sell and dispose of all my real estate within ten years after my decease either at public or private sale and on such terms and in such manner as my said Trustees shall deem and determine to be for the best interests of my estate.

To sell and convert into cash all my personal property of every name nature and kind whatsoever not hereinbefore disposed of except such portions thereof as may be already invested on bond and mortgage on real estate or in good stock and bond securities and which my said Executors may deem to be safely invested and to invest all moneys accruing from the sale of my real and personal property on bond and mortgage on real estate or in securities of the United States.

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* Mr. Kenyon died on 23 January, 1882.

Letters testamentary were granted to Erastus F. Brown and Francis A. Kenyon, the executors and trustees named in the will, both of whom have since died. The trustee of the estate at this time is Joseph Williams.

Prior to the transfer, in 1903, to The New York Public Library, Astor, Lenox and Tilden Foundations, the sum of $8,300. was received from the executors and trustees; and since the transfer the additional sum of $800. was received on May 4, 1904. Proceedings are pending to purchase annuities for the annuitants under the will, and to effect a final distribution of the estate.

[Here follow directions for the setting apart of various sums of money, to provide for the payment of certain annuities, the sum set apart in each case to become part of the residuary estate upon the death of the annuitant and then to be disposed of as hereinafter directed.]

* * * * * * * *

And to pay over all the remaining net interest and income of my estate in semi-annual payments on the first day of January and July, until the Principal of my estate shall be distributed by my executors as hereinafter provided, to my residuary devisees and legatees hereinafter named in equal portions, share and share alike.

And upon the further trust to distribute and pay over within ten years after my decease in equal portions all the rest residue and remainder of my estate and of the securities forming a part of my residuary estate not hereinbefore disposed of or directed to be set apart for the benefit of the annuitants, hereinbefore named, and also the proceeds arising from the sale of my real estate and all income and interest arising from or growing out of my estate not hereinbefore disposed of, to the fifteen societies or associations hereinafter named, my residuary devisees and legatees, to whom I give and bequeath the same, share and share alike, viz:

* * * * * * * *

To the Harlem Library on Third Avenue between one hundred and twenty first and one hundred and twenty second streets in the City of New York.

* * * * * * * *

It being my will that whenever any part or portion of the money hereinbefore directed to be invested for the annuitants hereinbefore named shall become part of my residuary estate as hereinbefore provided that then and in such case said moneys shall be divided equally between said societies or associations to whom I give and bequeath the same.

XCI.

EXTRACTS FROM THE WILL OF WILLIAM G. WOOD.*

WILL DATED 20 MARCH, 1876.
ADMITTED TO PROBATE IN NEW YORK, 31 MAY, 1890.
RECORDED LIBER 433 OF WILLS, PAGE 295.

* * * * * * * *

At the death of the last of my brothers and sisters and wife I direct my executors or trustees to pay over to the children of my brother John Wood, each ten thousand dollars, also to the children of my sister Elizabeth C. Kenyon, each Ten thousand dollars; also to the children of my brother James Wood, each Ten thousand dollars, also to the children of Maggie A. Belcher, each Ten thousand dollars.

Also that they pay over to the trustees of the Harlem Library, the interest arising from the sum of Five thousand dollars annually, said sum to be expended for books for said Library.

* * * * * * * *

To my brother James Wood my Library for his use while he lives and after his death to be merged into the Harlem Library.

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* Mr. Wood died on 6 May, 1890. The executors named in the will were Daniel P. Ingraham, James Wood, and Samuel B. Kenyon.

A friendly action was brought for the construction of this will, and by a decree dated October 26, 1891, the direction for the payment of interest on $5,000 to the trustees of the Harlem Library was declared void; but the gift of the library to James Wood for his life and to the Harlem Library upon his death was held to be valid. Mr. James Wood is still living and in possession of the library given to him for his life.

XCII.

AGREEMENT BETWEEN JOSEPH THOMPSON AND THE HARLEM CLUB RELATIVE TO CERTAIN RESTRICTIONS ON THE PREMISES NO. 32 WEST 123RD STREET.

DATED 18 APRIL, 1891.
RECORDED IN NEW YORK REGISTER'S OFFICE, 22 APRIL, 1891.
LIBER 1 OF CONVEYANCES, PAGE 448, SECTION 6, BLOCK 1721.

Memorandum of Agreement, made this 18th day of April 1891 **Between** JOSEPH THOMPSON of the City, County and State of New York, party of the first part, and THE HARLEM CLUB of New York City, a corporation duly organized and incorporated under the laws of the State of New York, April 27, 1886, party of the second part:

Whereas in a certain deed from JOSEPH THOMPSON to R. CLARENCE DORSETT, dated June 18, 1888, and recorded June 29, 1888, in the Office of the Register of the City and County of New York, in Liber 2142 of Conveyances at page 350, conveying premises situate at the Southeast corner of One Hundred and Twenty-third Street and Lenox Avenue in said City,

Said premises being seventy four (74) feet in width on said Street by ninety (90) feet ten (10) inches in depth on said Avenue, there are contained among other things, the following restrictions and conditions in the words following, to wit:

And the said party of the second part hereto further covenants and agrees for himself his heirs and assigns, that the said party of the second part hereto shall not, nor shall his

heirs, legal representatives or assigns suffer or permit or cause to be erected on any portion of the easterly seventeen (17) feet of the premises hereinbefore described, that is on any part of said premises distant fifty seven (57) feet or more easterly of the easterly side of said Lenox Avenue, any building or erection of any kind soever except a private dwelling for one family only, and not any flat or tenement house, and the north or front wall of which private dwelling and any part of said wall shall not extend further north or nearer to the line of One hundred and twenty third Street than the two private dwellings now owned by the party of the first part hereto, which are now adjoining to and immediately east of the premises hereinbefore described.

In case however said last mentioned private dwellings or either of them shall at any time be altered into or there shall be erected on the lot on which they stand or any portion thereof, a flat or tenement house or anything except a private dwelling for one family only, or the line of frontage shall be altered, in either of these contingencies this covenant and restrictions shall cease and determine.

The said party of the second part shall not erect nor shall he nor his heirs, legal representatives or assigns, suffer or permit or cause to be erected at any time hereafter any buildings within forty feet of the front of said plot hereby conveyed, except of brick or stone with roofs of slate or metal, nor shall they erect or suffer or permit or cause to be erected upon any portion of the said plot any slaughterhouse, smith shop, forge, furnace, brass foundry, nail or other iron factory, or any manufactory of gun powder, glue, vitriol, varnish, ink or turpentine, or for the tanning, dressing or preparing skins, hides or leather, or any brewery, distillery or any other noxious or dangerous trade or business.

And the said covenants and restrictions shall be covenants and restrictions running with the land, and shall operate against and bind the premises above described, whether in the ownership and possession of the party of the second part, or his heirs, legal representatives or assigns.

Said covenants and restrictions, however, are to be for the

benefit only of the two houses and lot immediately adjoining on the east, the premises hereinbefore described, and the owners thereof may terminate and remove them at any time and without regard to owners of other property in the neighborhood;

And whereas the said R. Clarence Dorsett by two deeds each bearing date June 29, 1888, and recorded in said Register's [office] on July 3rd, 1888, in Liber 2147 of Conveyances at page 241, and on January 2nd, 1890, in Liber 2281 of Conveyances, at page 45 respectively, conveyed to the said THE HARLEM CLUB OF NEW YORK CITY, the premises conveyed to the said R. Clarence Dorsett by the said Joseph Thompson by deed hereinbefore referred to, subject to all the covenants and restrictions contained in said deed;

And whereas the said THE HARLEM CLUB OF NEW YORK CITY is desirous of having the restrictions hereinbefore referred to modified for the purpose of effecting a sale to THE HARLEM LIBRARY of the premises described in the deed hereinbefore referred to as recorded in Liber 2281 of Conveyances at page 45 in said Register's Office;

And whereas the said Thompson, being still the owner of the two houses and lot immediately adjoining on the east the premises last hereinbefore referred to, has agreed to modify said restrictions;

Now therefore this Agreement Witnesseth, that the said Joseph Thompson in consideration of the sum of One dollar and other good considerations him thereunto moving doth hereby modify and alter the aforesaid covenants and restrictions affecting the said premises so that the same shall be as follows:

The said The Harlem Club of New York City, in consideration of the foregoing, covenanting and agreeing to the same as follows;

And the said The Harlem Club of New York City, party of the second part hereto, further covenants and agrees for itself, its successors and assigns, that the said party of the second part hereto shall not nor shall its successors, or assigns, suffer or permit or cause to be erected on any portion of the

easterly eleven and one half feet of the premises hereinbefore described, that is on any portion of said premises distant sixty two (62) feet six inches or more easterly of the easterly side of Lenox Avenue, any building, or erection of any kind soever, the front wall of which shall extend further north or nearer to the line of One Hundred and twenty third Street than the line of frontage, as long as the same shall remain unchanged, of the two private dwellings now owned by the party of the first part hereto, which are now adjoining to and immediately east of the premises last described, nor within five years from the date hereof shall any building be erected thereon excepting a building to be used for the purposes of The Harlem Library and bachelor apartments, the rear wall of which building above the first story shall extend to a line drawn parallel to the Southerly line of One Hundred and twenty-third Street at a distance southerly therefrom of not less than seventy feet ten inches nor more than seventy one feet, and in which building in case steam heat is used the flue shall not be located at the easterly side thereof, and the boiler shall not be placed within five feet of the westerly wall of the building adjoining on the east the said premises; and between said premises and the premises now occupied by the said The Harlem Club of New York City, said last mentioned premises being more fully described in the deed hereinbefore referred to as Recorded in said Register's Office in Liber 2147 of Conveyances at page 241, there shall be no communication, connection or access, as long as the private dwelling houses now owned by said Joseph Thompson and hereinbefore referred to shall continue to be occupied by either the said Joseph Thompson or any of his children.

The said party of the second part shall not erect nor shall it, nor its successors or assigns suffer or permit or cause to be erected at any time hereafter any building within forty (40) feet of the front of the said plot except of brick or stone with roofs of slate or metal, nor shall they erect or suffer or permit or cause to be erected upon any portion of the said plot any slaughter-house, smith shop, forge, furnace, brass foundry, nail or other iron factory, or any manufactory of gun powder, glue, vitriol, varnish, ink or turpentine, or for the tanning, dressing,

or preparing skins, hides, or leather or any brewery, distillery or any other noxious or dangerous trade or business;

And the said covenants and restrictions shall be covenants and restrictions running with the land, and shall operate against and bind the premises above described, whether in the ownership and possession of the party of the second part, or its successors, legal representatives or assigns; said covenants and restrictions, however, are to be for the benefit only of the two houses and lot immediately adjoining on the east the premises hereinbefore described, and the owners thereof may terminate and remove them at any time, and without regard to owners of other property in the neighborhood.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

JOSEPH THOMPSON, (L.S.)

THE HARLEM CLUB OF NEW YORK CITY
(CORPORATE SEAL) R. CLARENCE DORSETT,
President.

Attest:
EDWIN F. RAYNOR,
Secretary of
The Harlem Club of New York City.

XCIII.

DEED BY THE HARLEM CLUB OF THE PREMISES NO. 32 WEST 123RD STREET.*

DATED 21 MAY, 1891.
RECORDED IN NEW YORK REGISTER'S OFFICE, 4 JUNE, 1891.
LIBER 4 OF CONVEYANCES, PAGE 210, SECTION 6, BLOCK 1721.

This Indenture made the 21st day of May, 1891, **Between** THE HARLEM CLUB OF NEW YORK CITY, a Corporation duly organized and incorporated under the Laws of the State of New York, April 27th, 1866, party of the first part, and the HARLEM LIBRARY, a corporation also duly organized and incorporated under the laws of the said State of New York, party of the second part, in manner following:

Witnesseth, that the said party of the first part, in consideration of Fifteen Thousand Dollars, lawful money of the United States, paid by the party of the second part, doth hereby grant and release unto the said party of the second part, its successors and assigns forever:

All that certain lot, piece or parcel of land situate, lying and being in the City of New York, County and State of New York, and being bounded and described as follows:

Beginning at a point in the Southerly line of 123rd Street, distant along said line Forty (40) feet Easterly from the point formed by the intersection of the Easterly line of Lenox Avenue

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* The new library building was erected on this property and opened to the public 15 August, 1892.

with the said Southerly line of 123rd Street, and running thence Southerly and parallel to said Easterly line of Lenox Avenue and part of the distance through a party wall slightly encroaching on said lot Ninety (90) feet four (4) inches; thence Easterly, and parallel to said Southerly line of 123rd Street Thirty four (34) feet; thence Northerly, and parallel to said Easterly line of Lenox Avenue and part of the distance through a wall slightly encroaching on said Lot ninety (90) feet four (4) inches to said Southerly line of 123rd Street; thence Westerly, and along said Southerly line of 123rd Street Thirty four (34) feet to the point the place of beginning, be said several distances or dimensions more or less;

Together with the right to use as a party wall, without damage however to the building of which it now forms part, and for the purpose only of inserting the ends of the floor and roof timbers used in the construction of the building to be erected as hereinafter provided for on the premises hereinafter described, the Easterly half of the wall belonging to the party of the first part hereto and immediately adjoining on the west the said above described premises, with the privilege also to said party of the second part hereto to extend said wall across the gap therein the necessary height for the first story of the building to be erected by said party of the second part hereto as hereinafter provided;

Subject however to the covenants and restrictions contained in a certain Deed from R. Clarence Dorsett to the party of the first part hereto dated June 29th 1888 and recorded January 2nd 1890 in the Office of the Register of the City and County of New York in Liber 2281 of Conveyances at page 45, as modified by a certain Agreement between Joseph Thompson and the party of the first part hereto, dated April 18th 1891, and recorded in said Register's Office in Block Series Liber 1, section 6 of Conveyances, page 448, April 22d 1891;

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

To have and to hold, the above granted premises unto the said party of the second part, its successors, and assigns forever;

Subject however to a certain Indenture of Mortgage made by the said party of the first part hereto to the Executors, etc. of George W. Jewett, deceased, to secure Ten Thousand ($10.000) [dollars] and interest, dated April 3rd, 1890, and recorded in the Office of Register of the City and County of New York, in Liber 2545 of Mortgages at page 179, April 3rd, 1890, on which there remains unpaid the sum of Ten Thousand Dollars ($10.000) and interest at the rate of Four and one half per cent per annum, from April 3rd 1891, and which said Mortgage said party of the second part hereto hereby assumes and agrees to pay, the amount thereof forming part of and having been deducted from the consideration hereinbefore expressed;

And the said party of the first part doth covenant with the said party of the second part as follows;

That the party of the first part is seized of the said premises in fee simple and hath good right to convey the same;

Second, That the party of the second part shall quietly enjoy the said premises;

Third, That the premises are free from encumbrances except as aforesaid;

Fourth, That the party of the first part will execute any necessary assurance of the title to said premises;

Fifth, That the party of the first part will forever warrant the title to said premises;

And the said party of the second part further covenants and agrees with the said party of the first part that within six months from the date of the delivery of this Deed it will commence the erection on said premises of a building suitable for the purpose of the Harlem Library and bachelor apartments, and thereafter complete the same without unreasonable delay. Such limitation as to building and use thereof shall be of binding force and effect upon the said the Harlem Library or its assigns for such period only as the restriction and limitation specified in the agreement hereinbefore referred to between the said The Harlem Club of New York City and Joseph Thompson shall be of binding force and effect upon the said The Harlem Club of New York City,

namely for a period not exceeding five years from the date of said deed.

The height of the first story of said building including coping wall shall not exceed the height of the sill of the second story large window in the Westerly wall of the wellhole of the Club House adjoining on the West the premises hereinbefore described, and said building to the extent of said first story can be extended to the rear of said lot above said first story. Said building shall not extend South further than to the opening in the Club House wall, and the light, air and view now obtained from said opening shall never in any wise be obstructed further than is hereinbefore provided for.

The covenants and restrictions aforesaid shall be covenants and restrictions running with the land and shall operate against and bind the premises above described whether in the ownership of the said party of the second part or its successors, legal representatives or assigns,

In Witness Whereof, the said parties hereto have caused these presents to be signed by their respective Presidents and attested by their respective Secretaries and their respective Corporate Seals affixed thereto the day and year first above written.

THE HARLEM CLUB OF NEW YORK CITY,
(CORPORATE SEAL.) R. CLARENCE DORSETT,
President.

Attest:
EDWIN F. RAYNOR,
Secretary of The Harlem Club,
New York City.

HARLEM LIBRARY,
ERASTUS F. BROWN,
(CORPORATE SEAL.) *President.*

EDGAR K. BOURNE,
Secretary of the Harlem Library.

XCIV.

DEED OF TRANSFER TO THE NEW YORK PUBLIC LIBRARY.*

DATED 19 NOVEMBER, 1903.

Know all Men by these Presents, that **Whereas** the Harlem Library is a corporation organized under the laws of the State of New York, maintaining and carrying on a library in the City of New York; and

Whereas, by Chapter 57 of the Laws of 1901 of the State of New York, entitled "An Act to Permit Library Corporations in the City of New York to convey their property to The New York Public Library, Astor, Lenox and Tilden Foundations,"** any corporation organized under the laws of the State of New York and maintaining and carrying on a library in the City of New York was authorized and empowered to grant, convey, assign and transfer all real and personal property of which it

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* The Regents of the University of the State of New York approved of the transfer on January 6th, 1904, and accepted the surrender of the Charter of the Harlem Library on April 26th, 1904.

The Trustees of the Harlem Library at the time of the transfer were:

D. Phoenix Ingraham,	George Landon,
Charles W. Dayton,	Ronald K. Brown,
John Bottomley,	William R. Beal,
Edgar Ketchum,	Charles N. Morgan,

Thomas Crawford.

The library was conducted in the library building No. 32 West 123rd Street.

** See *supra*, page 227.

might be seized or possessed to The New York Public Library, Astor, Lenox and Tilden Foundations; and

Whereas, the said the Harlem Library is desirous of conveying all of its property, both real and personal, to the said The New York Public Library, Astor, Lenox and Tilden Foundations;

Now therefore Know Ye, that the said the Harlem Library, in consideration of the sum of one dollar ($1.00) in hand paid, the receipt whereof is hereby acknowledged, and of other valuable considerations, by virtue of the power and authority conferred upon it by the said Act of the Legislature of the State of New York and of all other power and authority by it possessed, does hereby grant, convey, assign and transfer all real and personal property of which it is or may be seized or possessed, to the said The New York Public Library, Astor, Lenox and Tilden Foundations, to have and to hold the same to the said The New York Public Library, Astor, Lenox and Tilden Foundations, its successors or assigns forever, on the following terms, conditions and limitations, viz:

All property, real and personal, now owned or possessed by the Harlem Library, and the proceeds of any such property in case the same or any part thereof be sold or otherwise disposed of, shall be used for and applied to the free circulation of books and the maintenance of a free public library and reading room in the general locality in which the library building now owned by the Harlem Library is situated; and the name of the "Harlem Library" shall be perpetuated by a tablet to be placed on the building occupied by said library, bearing an inscription somewhat in the manner following:

"NEW YORK PUBLIC LIBRARY,
HARLEM LIBRARY BRANCH.

HARLEM LIBRARY FOUNDATION.
INCORPORATED 1825."

Nothing in this agreement contained shall be construed to prevent The New York Public Library, Astor, Lenox and Tilden Foundations, its successors or assigns, from selling or otherwise disposing of any property, real or personal, of which it may at any time be possessed.

In witness whereof, the parties hereto have caused their respective corporate seals of the said corporations to be affixed hereto, and these presents to be attested by their respective officers thereto duly authorized, this 19th day of November, 1903.*

HARLEM LIBRARY
by D. PHOENIX INGRAHAM,
President.

(CORPORATE SEAL.)
GEORGE E. MORGAN,
Secretary.

THE NEW YORK PUBLIC LIBRARY,
ASTOR, LENOX AND TILDEN FOUNDATIONS,
JOHN BIGELOW,
President.

(CORPORATE SEAL.)
C. H. RUSSELL,
Secretary.

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* The Harlem Library having members other than its trustees, the transfer of its property to The New York Public Library was assented to by a vote of two thirds of the members of the corporation voting in person or by proxy at a meeting of the members of the corporation duly called and held, as required by Chapter 57 of the Laws of 1901, on October 6, 1903. A sworn statement by the Secretary of the Harlem Library as to the members of such corporation and as to the proceedings of such meeting is recorded in the Office of the Register of the County of New York.

XCV.

DEED OF TRANSFER OF NO. 32 WEST 123RD STREET TO THE NEW YORK PUBLIC LIBRARY.

DATED 14 DECEMBER, 1903.
RECORDED IN NEW YORK REGISTER'S OFFICE, 18 DECEMBER, 1903.
LIBER 82 OF CONVEYANCES, PAGE 136, SECTION 6, BLOCK 1721.

This Indenture, made the 14th day of December, in the year one thousand nine hundred and three, **between** the HARLEM LIBRARY, party of the first part, and THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS, party of the second part:

Whereas, THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS, is a corporation created by and existing under the laws of the State of New York, which said corporation has no members other than its trustees; and

Whereas, the HARLEM LIBRARY is a corporation created by and existing under the laws of the State of New York, and has members other than its trustees; and

Whereas, the said the Harlem Library was incorporated for the purpose of creating and perpetuating a public library at Harlem, in the Borough of Manhattan, City of New York; and

Whereas, in pursuance of the intention of its founders, the said the Harlem Library has for many years maintained a library at Harlem, in the said Borough of Manhattan, City of New York, and is desirous of transferring all its property to the said The New York Public Library, Astor, Lenox and Tilden

Foundations, pursuant to the provisions of Chapter 57 of the Laws of 1901*;

Now, therefore, this Indenture witnesseth: That in consideration of the premises and of the sum of One dollar to it paid by the party of the second part, the receipt whereof is hereby acknowledged, the said the Harlem Library, the party of the first part, has granted, bargained, sold, assigned, transferred and set over, and by these presents does hereby grant, bargain, sell, assign, transfer and set over to THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS, party of the second party, all the real property of the said the Harlem Library, together with all interest in or rights to any real property in the County of New York and elsewhere, wherever the same may be situated, including the property now owned and occupied by the Harlem Library, which is more specifically described as follows:

All that certain lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, in the City of New York, County and State of New York, and being bounded and described as follows.

Beginning at a point in the southerly line of 123d Street distant along said line forty (40) feet easterly from the point formed by the intersection of the easterly line of Lenox Avenue with the said southerly line of 123d Street, and running thence southerly and parallel to said easterly line of Lenox Avenue and part of the distance through a party wall slightly encroaching on said lot ninety (90) feet four (4) inches; thence easterly and parallel to said southerly line of 123d Street thirty-four (34) feet; thence northerly and parallel to said easterly line of Lenox Avenue and part of the distance through a wall slightly encroaching on said lot ninety (90) feet four (4) inches to said southerly line of 123d Street; thence westerly and along said southerly line of 123d Street thirty-four (34) feet to the point or place of beginning. Be said several distances or dimensions more or less.

Together with the appurtenances and all the estate and rights of the said party of the first part, in and to the said premises.

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* See *supra*, page 227.

To have and to hold the said real estate above specifically described, and also all other real estate, as aforesaid, in and to which said the Harlem Library has any right, title or interest, to the party of the second part, its successors and assigns forever; subject, however, to all covenants and restrictions affecting any of said real estate in so far as there may be any now in force and affecting any of said premises, the said premises above specifically described being conveyed subject to a mortgage now thereon, made to secure the sum of ten thousand dollars ($10,000), and also to certain leases and taxes, and to any and all other incumbrances which may be thereon.

Said premises to be held and maintained by the party of the second part, or its successors, as a public library forever, or until such time as the party of the second part shall deem it advisable to remove the library to some more suitable location in Harlem, in which case, this covenant shall be void, and the premises to which the library shall be moved, shall be still identified by a suitable tablet as the "Harlem Library Foundation, incorporated 1825."

In witness whereof, the party of the first part has caused its corporate seal to be hereto affixed, and this instrument to be executed by its president the day and year first above written.

HARLEM LIBRARY
by D. PHŒNIX INGRAHAM,
President.

(CORPORATE SEAL.)

GEO. E. MORGAN,
Secretary.

Documents Relating to Tottenville Library Association.

XCVI.

PROVISIONAL CHARTER FROM THE UNIVERSITY OF THE STATE OF NEW YORK.*

DATED 26 JUNE, 1899.
RECORDED IN THE OFFICE OF THE REGENTS OF THE UNIVERSITY OF THE STATE OF NEW YORK, ALBANY, 26 JUNE, 1899.

UNIVERSITY OF THE STATE OF NEW YORK.

PROVISIONAL CHARTER OF

TOTTENVILLE LIBRARY ASSOCIATION.

Whereas, a petition for incorporation as an institution of the University has been duly received, and

Whereas, official inspection shows that partial provision has been made for buildings, furniture, equipment and for proper maintenance, and that all other prescribed requirements will be fully met,

Therefore, being satisfied that public interests will be promoted by such incorporation, the Regents, by virtue of the authority conferred on them by law, hereby incorporate provisionally Cynthia M. Little, Mary L. Mason, Gilbert S. Barnes, Judson C. Hendrickson, Frank Joline, and their associates and successors in office under the corporate name of TOTTENVILLE LIBRARY ASSOCIATION, with all powers, privileges and duties, and subject to all limitations and restrictions prescribed for such

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* The Association was organized as the result of a public meeting held 6 February, 1899.

Tottenville Library Association was incorporated under the provisions of "The University Law," being Chapter 378 of the Laws of 1892, as amended by Chapter 859 of the Laws of 1895.

corporations by law or by the ordinances of the University of the State of New York. The first trustees of said corporation shall be the above named incorporators. The number of trustees shall be five, and their successors shall be elected by the corporation, one each year to serve five years.

This corporation shall be located at Tottenville, Richmond County, New York.

If within five years satisfactory evidence is submitted that all requirements of law or University ordinances as then in force are fully met, the Regents will make this charter absolute, but otherwise after June 26, 1904, on notice from the Regents to this effect, it shall terminate and become void and shall be surrendered to the Regents.

In witness whereof the Regents grant this charter No. 1276, under seal of the University, at the capitol in Albany, June 26, 1899.

(SEAL OF THE UNIVERSITY.)

MELVIL DEWEY, *Secretary.*

ANSON JUDD UPSON, *Chancellor.*

XCVII.

DEED OF TRANSFER TO THE NEW YORK PUBLIC LIBRARY.*

DATED 31 DECEMBER, 1903.

Know all men by these presents that:

Whereas the TOTTENVILLE LIBRARY ASSOCIATION is a corporation organized under the laws of the State of New York, maintaining and carrying on a library in the City of New York, having members other than its directors or trustees; and

Whereas by Chapter 57 of the Laws of 1901 of the State of New York, entitled "An Act to permit library corporations in the City of New York to convey their property to The New York Public Library, Astor, Lenox and Tilden Foundations,"** any corporation organized under the laws of the State of New York and maintaining and carrying on a library in the City of New York was authorized and empowered to grant, convey, assign and transfer all real and personal property of which it

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* The Regents of the University of the State of New York approved of the transfer on 10 February, 1904, and accepted the surrender of the Charter of the Tottenville Library Association on 26 April, 1904.

The Trustees of the Tottenville Library Association at the time of transfer were: Frank Joline, Charles A. Marshall, Charles T. Meyers, G. S. Barnes and John B. Rowlands. The library was conducted in rented quarters at No. 137 Johnson Avenue, Tottenville, Staten Island. A branch also was conducted at the S. S. White Dental Co. buildings at Prince's Bay, Staten Island. The Library was removed to the new building, erected under the Andrew Carnegie Gift, on Amboy Road in Tottenville, and was opened to the public on 28 November, 1904. The greater part of the land for this building was given to the City of New York for the purpose by Mr. William Ziegler.

** See *supra*, page 227.

might be seized or possessed to THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS; and

Whereas the said Tottenville Library Association is desirous of conveying all its property of whatever kind to the said THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS;

Now, therefore, know ye that the said TOTTENVILLE LIBRARY ASSOCIATION, in consideration of the premises and of one dollar to it in hand paid, receipt whereof is hereby acknowledged, by virtue of the power and authority conferred upon it by the said Act of the Legislature of the State of New York, and of all other power and authority by it possessed, does hereby grant, convey, assign and transfer all real and personal property of whatever kind of which it is or may be seized or possessed to the said THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS, to have and to hold the same to the said THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS, its successors and assigns forever.

In witness whereof the said TOTTENVILLE LIBRARY ASSOCIATION has caused its seal to be hereunto affixed and these presents to be attested by its proper officers, this thirty-first day of December in the year One thousand nine hundred and three.*

FRANK JOLINE,
President.

(CORPORATE SEAL.)

CHARLES T. MEYERS,
Secretary.

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* The Tottenville Library Association having members other than its trustees, the transfer of its property to the New York Public Library was assented to by a vote of more than two-thirds of the members of the corporation voting in person or by proxy at a meeting of the members of the corporation, duly called and held as required by Chapter 57 of the Laws of 1901, on 14 August, 1902, and ratified at a members' meeting held 14 July, 1903.

Documents Relating to the Library of the
University Settlement Society
of New York.

XCVIII.

CERTIFICATE OF INCORPORATION OF THE UNIVERSITY SETTLEMENT SOCIETY OF NEW YORK.

DATED 1 MARCH, 1892.
APPROVED BY THE SUPREME COURT, 4 MARCH, 1892.
FILED IN THE OFFICE OF THE SECRETARY OF STATE, ALBANY, NEW YORK, 7 MARCH, 1892.
FILED IN THE OFFICE OF THE COUNTY CLERK, NEW YORK COUNTY, 4 MARCH, 1892.

CERTIFICATE OF INCORPORATION OF THE UNIVERSITY SETTLEMENT SOCIETY OF NEW YORK.

The undersigned persons, all of whom are of full age and citizens of the United States, and a majority of whom are also citizens of the State of New York, who desire to form themselves into a society for social, mutual benefit, philanthropic and benevolent purposes, pursuant to and in conformity with an act entitled "An act for the incorporation of societies or clubs for certain lawful purposes," being chapter two hundred and sixty-seven of the Laws of eighteen hundred and seventy-five, and with the several laws amendatory thereof or supplementary thereto, hereby certify as follows:

First: Such Society shall be known in law by the name and title of the

UNIVERSITY SETTLEMENT SOCIETY OF NEW YORK.

Second: The particular business and objects of this Society shall be: To bring men and women of education into closer relations with the laboring classes in this city for their mutual benefit, and to establish and maintain in the tenement-house districts places of residence for college men and others desirous

of aiding in the work; with rooms where the people of the neighborhood may meet for social and educational purposes.

Third: The number of Directors to manage such Society shall be eighteen, and the names of such directors for the first year of the existence of the said Society are:

Frank L. Babott,	Samuel H. Ordway,
R. R. Bowker,	John B. Pine,
Abram C. Bernheim,	Henry D. Sedgwick, Jr.,
Alanson T. Enos,	James R. Sheffield,
Joseph B. Gilder,	Fanny Garrison Villard,
Frank J. Goodnow,	Evart Jansen Wendell,
Seth Low,	Henry Holt,
P. J. Mosenthal,	Edmond Kelly, and
William S. Opdycke,	Howard Mansfield.

Fourth: The principal office and place of business of such Society shall be in the City, County and State of New York.

In witness whereof, we have hereunto severally subscribed our names in the City of New York, this first day of March, in the year one thousand eight hundred and ninety-two.

JOHN B. PINE.
FRANK J. GOODNOW.
ALANSON T. ENOS.
PHILIP J. MOSENTHAL.
FANNY G. VILLARD.
HENRY D. SEDGWICK, JR.
HENRY HOLT.
JAMES R. SHEFFIELD.

XCIX.

DEED OF TRANSFER OF THE LIBRARY PROPERTY OF THE UNIVERSITY SETTLEMENT SOCIETY TO THE NEW YORK PUBLIC LIBRARY.*

DATED 31 DECEMBER, 1903.

Know all men by these presents that:

Whereas the UNIVERSITY SETTLEMENT SOCIETY is a corporation organized under the laws of the State of New York, having as one of its purposes the maintaining and carrying on of a library in the City of New York; and

Whereas THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS, is about to construct a library building adjoining the building now occupied by the University Settlement Society, which building is to be constructed under the gift of Andrew Carnegie, and is to be part of the system of libraries belonging to and maintained by the City of New York under the terms of a contract dated July 17, 1901; and

Whereas the said University Settlement Society is desirous of conveying its library property to the said The New York Public Library, Astor, Lenox and Tilden Foundations,

Now, therefore, know ye that the said University Settlement Society, in consideration of the premises and of one dollar to it

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* The library at the time of transfer was contained in the building of the University Settlement Society at No. 184 Eldridge Street. A building is now in course of erection, under the Andrew Carnegie Gift, at Nos. 61–63 Rivington Street, for this library.

The University Settlement Society library was registered with the Regents of the University of the State of New York on 20 October, 1896. The Regents approved of the transfer on 1 November, 1904.

in hand paid, receipt whereof is hereby acknowledged, does hereby grant, convey, assign and transfer its library of printed books, pamphlets and manuscripts contained in the Settlement Building to the said The New York Public Library, Astor, Lenox and Tilden Foundations, to have and to hold the same to the said The New York Public Library, Astor, Lenox and Tilden Foundations, its successors and assigns forever, on condition, nevertheless, that the said The New York Public Library, Astor, Lenox and Tilden Foundations shall continue to maintain a library in the building of the Settlement until the opening of the library building to be constructed under the gift of Andrew Carnegie in the vicinity of the Settlement Building.

In witness whereof the said University Settlement Society has caused its seal to be hereunto affixed and these presents to be attested by its proper officers this thirty-first day of December in the year One thousand nine hundred and three.

STEPHEN H. OLIN,
President.

(CORPORATE SEAL)

SEYMOUR L. CROMWELL,
Secretary.

Documents Relating to the Webster Free Library of The East Side House.

C.

CERTIFICATE OF INCORPORATION OF THE EAST SIDE HOUSE.*

DATED 5 JUNE, 1891.
APPROVED BY THE SUPREME COURT, 8 JUNE, 1891.
FILED IN THE OFFICE OF THE SECRETARY OF STATE, ALBANY, NEW YORK, 9 JUNE, 1891.
FILED IN THE OFFICE OF THE COUNTY CLERK, NEW YORK COUNTY, 8 JUNE, 1891.

This is to certify That we, the undersigned, all of full age and citizens of the United States, desire and propose to form ourselves into a society or club for social, benevolent, gymnastic, athletic and literary purposes, under the act of the Legislature of the State of New York, entitled "An Act for the incorporation of societies or clubs for certain lawful purposes," passed May 12th, 1875, and of the several acts amendatory thereof and supplementary thereto, and we do hereby make, sign and acknowledge this certificate in writing and further state:

I.

The name or title under which the said proposed society or club shall be known in law is THE EAST SIDE HOUSE.

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* The East Side House was organized by the Church Club of the City of New York, on 20 April, 1890, and was incorporated under Chapter 267 of the Laws of 1875.

On 31 March, 1893, Mr. Charles B. Webster offered to the trustees the sum of $10,000 for the erection of a library building on the land of The East Side House adjoining its Settlement Building. This offer was accepted, and the building subsequently erected was opened to the public on 15 January, 1894.

On September 1, 1893, Mr. Edward Clarence Spofford presented to the trustees 4,000 volumes for the new library.

II.

The particular business or object of such society or club is to furnish to members thereof and to others facilities for social intercourse, for literary, gymnastic and athletic exercises and amusements, to maintain a library and reading-room, and to promote benevolence among its own members and others.

III.

The number of managers who shall manage the same is seven, and a majority of the same shall at all times be members of the Protestant Episcopal Church in the United States of America.

IV.

The names of the managers for the first year of its existence are Everett P. Wheeler, J. Van Vechten Olcott, John Brooks Leavitt, Richard H. Derby, John Sabine Smith, Edward R. Satterlee and Joseph H. Sterling.

V.

The principal office of such society or club shall be in the City and County of New York.

In witness whereof, we, the undersigned, have hereunto set our hands and seals, the fifth day of June, 1891.

EVERETT P. WHEELER,	(SEAL)
EDWARD R. SATTERLEE,	(SEAL)
JOHN BROOKS LEAVITT,	(SEAL)
RICHARD H. DERBY,	(SEAL)
JOHN S. SMITH,	(SEAL)
J. VAN VECHTEN OLCOTT,	(SEAL)
JOSEPH H. STERLING,	(SEAL)

CI.

DEED OF TRANSFER OF THE WEBSTER FREE LIBRARY TO THE NEW YORK PUBLIC LIBRARY.*

DATED 31 DECEMBER, 1903.

Know all men by these presents that:

Whereas THE EAST SIDE HOUSE settlement is a corporation organized under the laws of the State of New York, having as one of its purposes the maintaining and carrying on of a library in the City of New York; and

Whereas, THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS, is about to construct a library building in the vicinity of the building now occupied by The East Side House settlement, which building is to be constructed under the gift of Andrew Carnegie, and is to be part of the system of libraries belonging to and maintained by the City of New York under the terms of a contract dated July 17, 1901; and

Whereas the said East Side House settlement is desirous of conveying its library property to the said The New York Public Library, Astor, Lenox and Tilden Foundations.

Now, therefore, know ye that the said East Side House settle-

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* At the time of the transfer the library was conducted in the Webster Library building, belonging to The East Side House, at 76th Street and the East River. A new building is being erected for this library at Nos. 1465–1467 Avenue A, under the Andrew Carnegie Gift.

The Webster Free Library was registered with the Regents of the University of the State of New York, on 4 September, 1894. The Regents approved of the transfer on January 6, 1904.

ment, in consideration of the premises and of one dollar to it in hand paid, receipt whereof is hereby acknowledged, does hereby grant, convey, assign and transfer its library of printed books, pamphlets and manuscripts contained in the Settlement Building known as the Webster Library building to the said The New York Public Library, Astor, Lenox and Tilden Foundations, to have and to hold the same to the said The New York Public Library, Astor, Lenox and Tilden Foundations, its successors and assigns forever, on condition nevertheless that the said The New York Public Library, Astor, Lenox and Tilden Foundations shall continue to maintain a library in the building of the Settlement until the opening of the library building to be constructed under the gift of Andrew Carnegie in the vicinity of the Settlement Building, subject to such reservation of books of reference suitable to the settlement reading room as may be agreed upon between the parties hereto.

In witness whereof the said East Side House Settlement has caused its seal to be hereunto affixed and these presents to be attested by its proper officers this thirty-first day of December in the year One thousand nine hundred and three.

THE EAST SIDE HOUSE
by EVERETT P. WHEELER
President.

(CORPORATE SEAL.)

WILLIAM H. KELLY
Secretary.

Documents Relating to the
Cathedral Free Circulating Library.

CII.

CHARTER FROM THE UNIVERSITY OF THE STATE OF NEW YORK.*

DATED 15 OCTOBER, 1896.
RECORDED IN THE OFFICE OF THE REGENTS OF THE UNIVERSITY OF THE STATE OF NEW YORK, ALBANY, 15 OCTOBER, 1896.

UNIVERSITY OF THE STATE OF NEW YORK.

CHARTER OF

CATHEDRAL FREE CIRCULATING LIBRARY.

Whereas a petition for incorporation as an institution of the University has been duly received, and

Whereas official inspection shows that suitable provision has been made for buildings, furniture, equipment and for proper maintenance, and that all other prescribed requirements have been fully met;

Therefore, being satisfied that public interests will be promoted by such incorporation, the Regents, by virtue of the

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* A circulating library for parishioners of the Cathedral parish was organized in St. Patrick's Cathedral in November, 1887, and was opened in the Cathedral School hall, No. 111 East 50th Street, on 3 January, 1888.

By the courtesy of the Trustees of St. Patrick's Cathedral, the library was removed, in February, 1892, to the building No. 123 East 50th Street, which was the property of the Cathedral corporation; and in 1893 the library was thrown open to the public as a free circulating library. At the time of consolidation with the New York Public Library five branches were conducted, as hereinafter enumerated. (See footnote at page 351.)

In 1896 the Cathedral Free Circulating Library was incorporated under the provisions of the University Law, being Chapter 378 of the Laws of 1892, as amended by Chapter 859 of the Laws of 1895.

and transfer all real and personal property of which it might be seized or possessed to THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX and TILDEN FOUNDATIONS; and the said the CATHEDRAL FREE CIRCULATING LIBRARY is desirous of conveying all its property to the said THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX and TILDEN FOUNDATIONS,

Now, therefore, know ye, that the said the CATHEDRAL FREE CIRCULATING LIBRARY, in consideration of the premises and of one dollar to it in hand paid, the receipt whereof is hereby acknowledged, by virtue of the power and authority conferred upon it by the said Act of the Legislature of the State of New York, and of all other power and authority by it possessed, does hereby grant, convey, assign and transfer all real and personal property of which it is or may be seized or possessed to the said THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX and TILDEN FOUNDATIONS,

To have and to hold the same to the said THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX and TILDEN FOUNDATIONS, and its successors and assigns, forever,

In Witness Whereof, the said the CATHEDRAL FREE CIRCULATING LIBRARY has caused this instrument to be executed by its proper officers and its seal attached hereto and attested, this thirty-first day of December, in the year One thousand nine hundred and four.

CATHEDRAL FREE CIRCULATING LIBRARY,
by JOHN HAYES,
[CORPORATE SEAL] *President.*

Attest:
JOSEPH H. MCMAHON,
Secretary.

Miscellaneous Documents Relating to
The New York Public Library,
Astor, Lenox and Tilden Foundations.

CIV.

AGREEMENT FOR THE DEPOSIT OF BIBLES BY THE AMERICAN BIBLE SOCIETY.

DATED 14 OCTOBER, 1896.

This Agreement, made the Fourteenth day of October, eighteen hundred and ninety-six, **between** THE AMERICAN BIBLE SOCIETY, a corporation organized under the Laws of the State of New York, party of the first part, and THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS, a corporation organized under the Laws of the State of New York, party of the second part.

Witnesseth as follows:

First: In order to secure the safe-keeping of its Bibles and books relating to the Bible and at the same time to make them accessible to the public under the most favorable conditions, The American Bible Society offers to deposit with The New York Public Library, Astor, Lenox and Tilden Foundations, its collection of books and Bible manuscripts, reserving such as may be needed for reference in its regular work.

Second: The New York Public Library, Astor, Lenox and Tilden Foundations, accepts the deposit and undertakes to make the collection available for the use of the public under such restrictions as are or may be observed in the Lenox Department of the Public Library; taking the same precautions against damage or loss, especially by fire or robbery, as in the case of its own property.

Third: The transfer of the books and manuscripts above mentioned is to be made at the expense of The American Bible Society and at the convenience of the respective librarians.

Fourth: A duly accredited representative of The American Bible Society shall have personal access to the above-mentioned collection at any reasonable hours.

Fifth: The right is reserved by The American Bible Society to withdraw temporarily any volumes which it may desire.

Sixth: Either party to this agreement may cause it to be terminated by giving notice to that effect twelve months in advance; but, in case such notice shall be given by The American Bible Society within twenty-five years from the present time, a reasonable amount shall be paid to The New York Public Library, Astor, Lenox and Tilden Foundations, for the expense which it may have incurred in making a catalogue of the books.

In witness whereof, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be attested by their duly authorized officials on the day and year first above written.

THE AMERICAN BIBLE SOCIETY,

[CORPORATE SEAL.] E. L. FANCHER,
President.

CALEB T. ROWE,
Recording Secretary.

THE NEW YORK PUBLIC LIBRARY,
ASTOR, LENOX AND TILDEN FOUNDATIONS.

[CORPORATE SEAL.] JOHN BIGELOW,
President.

G. L. RIVES,
Secretary.

CV.

EXTRACT FROM THE WILL OF ALEXANDER M. PROUDFIT.*

WILL DATED 7 FEBRUARY, 1899.
ADMITTED TO PROBATE IN NEW YORK, 17 APRIL, 1899.
RECORDED LIBER 617 OF WILLS, PAGE 38.

ARTICLE TWENTY-FOURTH.

I give and bequeath to the New York Public Library the sum of Ten thousand dollars ($10,000), to be known as the "James Owen Proudfit Fund." It is my wish that the income from said fund be used for purchasing books on naval history.

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* Alexander M. Proudfit died on February 10, 1899.

The sum of $10,000 was received by The New York Public Library, Astor, Lenox and Tilden Foundations, during the years 1899 and 1900.

CVI.

DEED BY BREINCHEN WALLACH OF THE PREMISES NO. 222 EAST 79TH STREET.*

DATED 6 MAY, 1901.
RECORDED IN NEW YORK REGISTER'S OFFICE, 6 MAY, 1901.
LIBER 74 OF CONVEYANCES, PAGE 251, SECTION 5, BLOCK 1433.

This Indenture, made the sixth day of May, in the year nineteen hundred and one, **between** BREINCHEN WALLACH, formerly BREINCHEN ROTHSCHILD, wife of Karl M. Wallach, of the City, County and State of New York, party of the first part, and THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS, party of the second part:

Witnesseth, that the said party of the first part, in consideration of one dollar and other good and valuable considerations, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the said party of the second part, its successors and assigns forever:

All that certain lot of land and the dwelling-house thereon erected, situate on the southerly side of Seventy-ninth Street, in the City of New York, bounded and described as follows, viz:

Beginning at a point on the South side of Seventy-ninth Street, distant two hundred and sixty-five feet Easterly from the South-easterly corner of Seventy-ninth Street and Third

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* The premises Nos. 222–224 East 79th Street were contracted to be purchased by The New York Free Circulating Library before the consolidation with The New York Public Library, Astor, Lenox and Tilden Foundations, which subsequently purchased the premises for $28,000. The premises were approved as a site for one of the buildings to be erected under the gift of Andrew Carnegie, by resolution of the Board of Estimate and Apportionment on 28 August, 1901. The building was erected and was opened to the public on 13 December, 1902.

Avenue; running thence Southerly, parallel to Third Avenue, and part of the way through the centre of a party wall, one hundred and two feet two inches to the middle line of the block; thence Easterly, along the middle line of the block, twenty feet; thence Northerly, parallel to Third Avenue, and for part of the way through the middle of a party wall, one hundred and two feet and two inches to the Southerly side of Seventy-ninth Street; thence westerly, along Seventy-ninth Street, twenty feet to the place of beginning, said premises being now known as No. 222 East 79th Street, in the City of New York, Borough of Manhattan, being the same premises conveyed to the said Breinchen Wallach, formerly Breinchen Rothschild, party of the first part hereto, by virtue of and according to the terms of an ante-nuptial Agreement dated May 11th, 1892, and recorded in the office of the Register of the City and County of New York, on the 12th day of May, 1892, at 2 o'clock 12 minutes in the afternoon, in Block series of Conveyances, Section 5, Liber 13, page 83, and indexed under the block number 1433 on the Land Map of the City of New York.

Together with the appurtenances and all the estate and rights of the party of the first party in and to said premises.

To have and to hold the above granted premises unto the said party of the second part its successors and assigns forever.

Subject, nevertheless, to a Mortgage made by John T. Galligan and wife to Henry R. Winthrop, Trustee, dated June 6th, 1887, to secure Ten thousand dollars and interest, and recorded June 7th, 1887, in Liber 2174 of Mortgages, page 380, in the office of the Register of the City and County of New York.*

And the said party of the first part does covenant with the said party of the second part as follows:

First. That the said party of the first part is seized of the said premises in fee simple and has good right to convey the same.

Second. That the party of the second part shall quietly enjoy the said premises.

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* This mortgage was subsequently paid off.

Third. That the said premises are free from incumbrances, except as aforesaid.

Fourth. That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

Fifth. That the said party of the first part will forever warrant the title to said premises.

In witness whereof, the said party of the first part has hereunto set her hand and seal the day and year first above written.

BREINCHEN WALLACH (SEAL).

CVII.

DEED BY SAMUEL ARONSON AND WIFE OF THE PREMISES NO. 224 EAST 79TH STREET.

DATED 22 APRIL, 1901.
RECORDED IN NEW YORK REGISTER'S OFFICE, 23 APRIL, 1901.
LIBER 76 OF CONVEYANCES, PAGE 115, SECTION 5, BLOCK 1433.

This Indenture, made the 22nd day of April, in the year one thousand nine hundred and one, **between** SAMUEL ARONSON and Rachel Aronson his wife, of the City, County and State of New York, parties of the first part, and THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX and TILDEN FOUNDATIONS, a corporation organized and existing under th laws of the State of New York, party of the second part:

Witnesseth, that the said parties of the first part, in consideration of the sum of One ($1.00) Dollar, lawful money of the United States, and other valuable considerations, paid by the party of the second part, does hereby grant and release unto the said party of the second part, its successors and assigns forever, **All** that lot of land with the dwelling house thereon situate, in the 19th Ward of New York City, Manhattan Borough, and bounded and described as follows:

Beginning at a point on the southerly side of 79th Street distant two hundred and eighty-five feet easterly from the southeasterly corner of Third Avenue and 79th Street; running thence easterly along the southerly side of 79th Street twenty feet; thence southerly parallel with Third Avenue and partly through the wall of the house standing next adjoining on the east one hundred and two feet and five inches to the centre line of the

block; thence westerly along such centre line and parallel with 79th Street twenty feet; and thence northerly parallel with Third Avenue and partly through a party wall one hundred and two feet and five inches to the place of beginning. With right to the use of the said wall of said house adjoining on the east as a party wall, pursuant to the party-wall agreement between Orlando S. Williams, Jr., and James W. Britt and Marshall Long dated October 29th, 1868, recorded same day in the office of the Register of the City and County of New York in liber 1054 of Conveyances, Page 492.

Together with the appurtenances and all the estate and rights of the parties of the first part in and to said premises.

To have and to hold the above granted premises unto the said party of the second part, its successors and assigns forever, subject to rights of tenants expiring May 1st, 1901.

And the said Samuel Aronson does covenant with the said party of the second part as follows:

First. That the said Samuel Aronson, the party of the first part, is seized of the said premises in fee simple and has good right to convey the same.

Second. That the party of the second part shall quietly enjoy the said premises.

Third. That the said premises are free from incumbrances except as aforesaid.

Fourth. That the parties of the first part will execute or procure any further necessary assurance of the title to said premises.

Fifth. That the said Samuel Aronson will forever warrant the title to said premises.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

SAMUEL ARONSON (SEAL)
RACHEL ARONSON
+ her mark (SEAL)

CVIII.

ACT INCREASING THE NUMBER OF THE TRUSTEES OF THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS.

PASSED 7 FEBRUARY, 1902.
LAWS OF 1902, CHAPTER 21.

An Act in Relation to the Composition of the Board of Trustees of the New York Public Library, Astor, Lenox and Tilden Foundations.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The number of the Trustees of The New York Public Library, Astor Lenox and Tilden Foundations, is hereby increased from twenty-one to twenty-five. Eleven Trustees shall continue to constitute a quorum for the dispatch of any business.

Section 2. The Mayor of the City of New York *ex-officio*, the Comptroller of the City of New York *ex-officio*, and the President of the Board of Aldermen of the City of New York *ex-officio*, shall at all times hereafter, by virtue of their respective offices, be members of the said Board of Trustees.

Section 3. The other twenty-two members of the Board of Trustees of the said Corporation shall be elected in such manner and for such terms of office as the By-Laws of the said Corporation may from time to time provide.

Section 4. This act shall take effect immediately.

CIX.

AGREEMENT RELATIVE TO THE ERECTION OF A LIBRARY BUILDING ON THE PREMISES NOS. 103 AND 105 WEST 135TH STREET.*

DATED 20 NOVEMBER 1903.

This Agreement made and concluded this 20th day of November, in the year One Thousand Nine Hundred and Three, between THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX and TILDEN FOUNDATIONS, a corporation duly organized in the State of New York, party of the first part; and WILLIAM G. NICHOLS, as executor, and JULIANA A. FERGUSON and JANE P. LIVINGSTON ARMOUR, as executrices of the last Will and Testament of HERMAN O. ARMOUR, deceased; and JULIANA A. FERGUSON and MARY A. NICHOLS, as residuary devisees under said last Will and Testament of HERMAN O. ARMOUR, deceased, of the City of New York and the State of New York, parties of the second part, **witnesseth**:

Whereas an agreement was entered into between The New York Public Library, Astor, Lenox and Tilden Foundations, and the City of New York, on the 17th day of July, 1901, by which the City of New York agreed to acquire title by gift, purchase or by condemnation to sites in the Borough of Manhattan, The Bronx and Richmond for the purpose of the erection thereon of free branch libraries, and The New York Public Library, Astor, Lenox and Tilden Foundations, acting as agent for Mr. Andrew Carnegie, agreed therein to erect library build-

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* These premises were acquired by the City of New York on 16 February, 1904, and one of the library buildings provided by the gift of Andrew Carnegie is being erected thereon.

ings on such lands with the funds to be contributed by Andrew Carnegie as therein provided, and by such agreement the said The City of New York did thereby grant, demise and let unto The New York Public Library, Astor, Lenox and Tilden Foundations, and its successors, on the erection of such buildings in each case, the land or real estate so acquired for sites with all improvements upon the same or any of the same, together with the appurtenances, to have and to hold the same in each case unto the said The New York Public Library, Astor, Lenox and Tilden Foundations, and its successors, so long as they shall continue to maintain upon the same respectively free branch public libraries and reading rooms and so long as they shall keep, perform and observe the covenants and conditions contained in said agreement; and

Whereas The City of New York has entered into an agreement with the parties of the second part dated September first, 1903, by which the City of New York agreed to purchase the property of the estate of Herman O. Armour, deceased, in which estate the parties of the second part hereto are interested as executors or devisees, as follows, to wit:

> **All** those certain lots, pieces or parcels of land situate in the Borough of Manhattan, City, County and State of New York, more fully described as follows: Beginning at a point on the North side of 135th Street distant 100′ West from the Westerly side of Lenox Avenue, running thence Northerly and parallel with Lenox Avenue 99′–11″ to the center line of the block, thence Westerly and parallel with 135th Street 50′, thence Southerly and parallel with Lenox Avenue 99′–11″ to the Northerly side of 135th Street, and thence Easterly along the Northerly side of 135th Street 50′ to the point or place of beginning.

And Whereas the parties of the second part have agreed to sell to The City of New York the property described as aforesaid on condition that they shall receive from the Trustees of The New York Public Library, Astor, Lenox and Tilden Foundations, a formal assurance and agreement that the building contemplated to be erected thereon and all subsequent buildings

which may hereafter be erected on said plot shall not be built on more than 40′, front and rear, of said property, and that the remaining portion of the land, 10′ front and rear, on the West side of the plot shall be left forever vacant, to be used for light and air by the buildings contemplated to be erected on either side of it; but that in case said assurance be not given before the delivery of the deed of the within mentioned property then the contract shall become null and void and cease to exist.

Now therefore it is agreed between the parties hereto as follows:

First: The New York Public Library, Astor, Lenox and Tilden Foundations, the party of the first part, agrees to erect the library building now contemplated to be erected out of the funds provided by Mr. Andrew Carnegie on that portion of the above described plot of land more particularly described as follows, to wit:

> **Beginning** at a point on the Northerly side of 135th Street distant 100′ West from the Westerly side of Lenox Avenue, running thence northerly and parallel with Lenox Avenue, 99′–11″ to the center line of the block, thence Westerly and parallel with 135th Street 40′, thence Southerly and parallel with Lenox Avenue 99′–11″ to the Northerly side of 135th Street, and thence Easterly along the Northerly side of 135th Street 40′ to the point or place of beginning.

Second: The New York Public Library, Astor, Lenox and Tilden Foundations, agrees for itself and its successors and assigns that the remaining portion of the plot shall never be built upon but shall forever remain free and clear.

Third: It is agreed between the parties hereto for themselves their heirs, executors, successors and assigns, that the remaining portion of the plot, 10′ in width throughout the depth of the plot, shall forever be used by the Library building and also by any building which may hereafter be erected on the plot adjacent thereto on the West for light and air, and it is understood and agreed that nothing in this agreement shall prevent either of the parties, their heirs, executors, successors or assigns, from extending cornices or windows or purely ornamental work over

the strip of land referred to; and nothing in this agreement shall prevent the party of the first part hereto from having and maintaining an entrance to the library building upon the strip of ground referred to, and an approach to the building over such ground, or in making such other use of this land as is not inconsistent with this agreement and with the grant above referred to.

Witness our hands and seals to this instrument which is executed in duplicate.

THE NEW YORK PUBLIC LIBRARY,
ASTOR, LENOX AND TILDEN FOUNDATIONS,

JOHN S. KENNEDY,
Chairman Executive Committee.

WM. G. NICHOLS, (SEAL.)
as executor, etc.

JULIANA A. FERGUSON, (SEAL.)
as executrix, etc.

JANE P. LIVINGSTON ARMOUR, (SEAL.)
as executrix, etc.

JULIANA A. FERGUSON, (SEAL.)

MARY A. NICHOLS, (SEAL.)

CX.

DEED OF GIFT BY JAMES DOUGLAS OF PREMISES IN KINGSBRIDGE TO THE NEW YORK PUBLIC LIBRARY.*

DATED 2 JUNE, 1904.
RECORDED IN NEW YORK REGISTER'S OFFICE, 22 JULY, 1904.
LIBER 7 OF CONVEYANCES, PAGE 30, SECTION 13, BLOCK 3403.

This Indenture, made the second day of June in the year nineteen hundred and four **between** JAMES DOUGLAS of Spuyten Duyvil in the City of New York, and NAOMI DOUGLAS, his wife, parties of the first part; and THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS, party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of One Dollar ($1) and other good and valuable considerations, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the said party of the second part, its successors, heirs and assigns forever,

All that certain lot, piece or parcel of land, situate, lying and being in the Borough of the Bronx, of the City of New York, in the County and State of New York, bounded and described as follows:—

Beginning at a point on the westerly side of Kingsbridge Avenue (formerly Church Street) as said Street or Avenue is

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* These premises were accepted by the City of New York as a site for one of the library buildings provided by the gift of Andrew Carnegie, by resolution of the Board of Estimate and Apportionment on 8 May, 1903. A library building is being erected upon the premises.

laid down on a certain map entitled "Map of a farm situate at Kingsbridge, in the Town of Yonkers, County of Westchester, belonging to Mary C. P. McComb, showing the same as subdivided into parcels," dated February 4, 1847, made by Daniel Ewen, City Surveyor, and filed in the office of the Clerk (now Register) of Westchester County on December 28, 1847, where said westerly side of said Avenue intersects the division line between lots numbered 87 and 88 on said map; running thence westerly and nearly at right angles to said Kingsbridge Avenue, and along the northerly side of said lot number 88, now or late the property of St. John's Roman Catholic Church, 150 feet; thence northerly, parallel with said Kingsbridge Avenue and along the land belonging to "The Church of the Mediator, Yonkers," 44 feet; thence easterly at right angles to said Kingsbridge Avenue, and along land of said last mentioned Church, 150 feet to said westerly side of Kingsbridge Avenue; and thence southerly along the said westerly side of Kingsbridge Avenue 44 feet to the point or place of beginning. The premises above described being the southeasterly portion of the lot numbered 87 on the aforementioned map, and being also a portion of the same premises which were conveyed by James R. Whiting and Catherine Whiting, his wife, to "THE CHURCH OF THE MEDIATOR, YONKERS," by deed dated June 12th, 1858, and recorded in the office of the Register of Westchester County on June 28th, 1858, in Liber 387 of Deeds, page 298. **Together** with all the right, title and interest of the parties of the first part in and to Kingsbridge Avenue to the center thereof.

The party of the second part, its successors and assigns, shall not use the said premises for manufacturing purposes, nor shall any business or trade be conducted thereon, nor shall any tenement house be erected thereon, nor shall any nuisance be maintained upon the said land hereby conveyed, so long as the premises adjoining the said land hereby conveyed upon the northerly side thereof shall be used by the said Church of the Mediator, Yonkers, for religious purposes.

The foregoing provision shall be deemed to be a covenant running with the land conveyed and binding upon the successors and assigns of the party of the second part.

Subject, however, to the right of The Church of the Mediator, Yonkers, its successors and assigns, for so long a period as the building now situated on the land of the said Church immediately adjourning the land herein conveyed on the Northerly side, and now used as a place of public worship, shall exist, to keep and maintain upon the land hereby conveyed any and all buttresses and supports connected with or a part of the said building which are now in existence, or any parts of said building now upon the said land, unimpaired, in like manner and to the same extent as they now exist, without interference by the party of the second part, its successors and assigns.

And Subject to the right of said Church, its successors and assigns, to enter upon the land hereby conveyed for the purpose of repairing such buttresses, supports and other portions of said building now upon the land conveyed.

And it is hereby covenanted and agreed that the party of the second part, its successors and assigns, shall not erect any building or structure or place any obstruction which shall in any way interfere with the light and air of the said Church structure, as it now exists, within four feet of the said Church structure, so long as the same shall exist in its present location.

Together with the appurtenances and all the estate and rights of the parties of the first part in and to the said premises.

To Have and To Hold the above granted premises unto the the said party of the second part, its successors and assigns forever, subject as aforesaid.

And the said James Douglas, one of the parties of the first part, does covenant with the said party of the second part as follows:

> **First.** That James Douglas, one of the parties of the first part, is seized of the said premises in fee simple and has good right to convey the same.
>
> **Second.** That the party of the second part shall quietly enjoy the said premises.

Third. That the said premises are free from incumbrances, except as aforesaid.

Fourth. That James Douglas, one of the parties of the first part, will execute or procure any further necessary assurances of the title to said premises.

Fifth. That James Douglas, one of the parties of the first part, will forever warrant the title to said premises, subject to the conditions and restrictions aforesaid.

In witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

JAMES DOUGLAS. (SEAL.)
NAOMI DOUGLAS. (SEAL.)

BOOK OF CHARTERS
WILLS, DEEDS AND OTHER OFFICIAL DOCUMENTS

NEW YORK
1905