

AN ORDINANCE 08-45

PROHIBITING ANY PERSON, OR PERSONS, FROM APPEARING IN DISGUISE UPON THE PUBLIC STREEST, PLAZAS, HIGHWAYS, AND PUBLIC PLACES, IN THE CITY OF SAN ANTONIO, AND PRESCRIBING A PENALTY FOR THE VIOLATION THEREOF, AND REPEALING ALL ORDINANCES, OR PARTS OF ORDINANCES, IN CONFLICT THEREWITH, AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Commissioners of the City of San Antonio,

SECTION 1. That from and after the passage of this ordinance, it shall be unlawful for any person, or persons, to appear upon the public streets, plazas, highways, or in any other public places, in disguise, in the City of San Antonio, Bexar County, Texas.

SECTION 2. DISGUISE is herein defined to mean any person, or persons, appearing under mask, or whose person is concealed by any manner of guise so as to conceal his, or her, inden-  
-ity:

SECTION 3. Any person found guilty of violating this ordinance, shall be punished by a fine of not less than \$25.00, nor more than \$200.00.

SECTION 4. All ordinances, or parts of ordinances, in conflict herewith, are hereby repealed.

This ordinance being of urgent public importance upon the face thereof, and being necessary for the immediate preservation of public safety, and being passed by a four-fifths vote of the Commissioners, shall become effective from and after its passage and approval.

PASSED AND APPROVED on the 11th day of September 1923.

By John W. Tobin.  
Mayor, of the City of San Antonio.

ATTEST: Fred Fries.  
City Clerk.

THE STATE OF TEXAS,  
COUNTY OF BEXAR,  
CITY OF SAN ANTONIO.

Before me, the undersigned authority, on this day personally appeared Miss May Wipff, Asst. Bookkeeper a notary, who being by me duly sworn, says on oath that she is one of the Bookkeepers of the San Antonio Light a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the Ordiance hereto attached has been published in every issue of said newspaper on the following days, towit; Sept. 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, and 21st, 1923.

San Antonio Light.  
(Miss) May Kate Wipff.

Sworn to and subscribed before me this, 24th. day of September 1923.

Fred J. Bommer, Jr.  
Notary Public in and for  
Bexar County Texas.

## LEASE CONTRACT CITY OF SAN ANTONIO TO NG BEN.

RESTAURANT ROOM, MARKET HOUSE.

THE STATE OF TEXAS, *08-45.1*  
 COUNTY OF BEXAR.

THIS AGREEMENT, made and entered into by and between the CITY OF SAN ANTONIO, a municipal corporation, hereinafter styled Lessor, and NG BEN, of Bexar County, Texas, hereinafter styled Lessee, WITNESSETH:

FIRST: Lessor, for the considerations hereinafter recited, and in pursuance of the action of the Commissioners of said City, at a meeting held on the 17th, day of September, A. D. 1923, leases unto Lessee a restaurant room in the City Market in said City of San Antonio, with the kitchen and the room to the east of the vegetable wash room, for the term of two (2) years from the date possession thereof is given to Lessee, subject to all ordinances of the City of San Antonio as well as all laws, rules and regulations of the State of Texas, and of the United States, regulating restaurants and eating houses, now in existence or that may hereafter be in force, such ordinances, laws, rules and regulations being hereby specially made a part of this contract; and Lessee agrees not to sub-let any of the space covered by this agreement. Lessor also agrees to furnish for said premises the water necessary and usual in restaurant; refrigerator connected with cooling system of the Market House, and electricity for ventilating and lighting said premises, without cost to Lessee.

SECOND: Lessee agrees to pay Lessor, at the City Clerk's office in the City of San Antonio, Bexar County, Texas, the sum of THREE HUNDRED and FIFTY (\$350.00) DOLLARS, in advance, per month, on the first of each and every month after such possession shall have been delivered to Lessee by Lessor, and after the counter and stools herein mentioned have been installed,

Lessee agrees, at his own expense, to erect and place in the dining room of said restaurant a lunch counter with stools and foot rails similar to and of the same grade and quality as the counter and stools now in use in the Gunter Hotel Coffee Room, in said City of San Antonio, And there shall be twenty-eight (28) such stools on twenty-eight (28) base plates therefor, and sixteen (16) foot rail brackets with galvanized foot rails, all to cost not less than EIGHTEEN HUNDRED (\$1800.00) DOLLARS.

If, for any reason, Lessor shall terminate this lease, and by reason thereof said property shall not be used by Lessee for more than one year, then Lessor is to pay two-thirds ( $2/3$ ) of the cost of installing said counter and stools; if used by Lessee for two (2) years when this contract should be terminated, Lessor is to pay one-third ( $1/3$ ) of said cost. And if same is used by Lessee for three (3) years, then said counter, stools and other such equipment, shall become the property of Lessor without any expense whatsoever to the Lessor.

THIRD: At the expiration of the two-years period above named, Lessee shall have the option of an additional year by way of extension, on the same terms and conditions, provided Lessee shall, in writing, notify the Mayor of Lessor of his intention so as to obtain said extension, not less than six (6) months prior to the expiration of said two-years period.

FOURTH: For the better securing of Lessor in the prompt and punctual payment of all installments of rent and for the compliance by Lessee with all ordinances of said City and laws, rules and regulations of said State of Texas and the United States, Lessor shall have a landlord's lien on all the counters, fixtures and equipment in said premises contained,

and in addition thereto, Lessee shall give bond to Lessor in the sum of at least TWELVE - HUNDRED (\$1200.00) DOLLARS, conditioned as in said bond provided, said bond being made a part hereof.

FIFTH: It is expressly agreed and understood that upon failure of Lessee to promptly and punctually pay any installment of rent as above provided, or to comply with any of the agreements and stipulations herein contained, then Lessor may, at its option, cancel and annul this lease, in which event, any and all fixtures and improvements placed in said premises by Lessee, including said lunch counter, stools and foot rails, shall become the property of Lessor without further cost or expense to it; or Lessor may treat this agreement as still in full force and effect, and require Lessee, and the sureties on his bond, to make the payment herein provided, and carry out all other agreements and stipulations herein contained, each remedy being cumulative of the other.

IN TESTIMONY WHEREOF, Lessor has caused this instrument to be signed by its duly authorized Mayor, with its corporate seal thereto affixed, and Lessee has set his hand, this 20th day of September, A. D. 1923.

CITY OF SAN ANTONIO, Lessor,

By John W. Tobin.  
Mayor.

Ng Ben.  
Lessee.

THE STATE OF TEXAS,  
COUNTY OF BEXAR.

BEFORE ME, Ed. Halton, a Notary Public in and for said County and State, on this day personally appeared JOHN W. TOBIN, Mayor of the City of San Antonio, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the City of San Antonio, for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this 20th day of September, A. D. 1923.

Ed. Halton  
Notary Public, Bexar County,  
Texas.

THE STATE OF TEXAS,  
COUNTY OF BEXAR.

BEFORE ME, Ed. Halton, a Notary Public in and for said County and State, on this day personally appeared Ng Ben. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this 20th day of September, A. D. 1923.

Ed. Halton.  
Notary Public, Bexar County, Texas.

THE STATE OF TEXAS,  
COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS, that we, Ng Ben, as principal, and the undersigned, as sureties, acknowledge ourselves held and firmly bound to pay to the City of

San Antonio, at the office of the City Clerk, in the City of San Antonio, Bexar County, Texas, the sum of TWELVE HUNDRED (\$1200.00) DOLLARS, for the payment of which well and truly to be made, we bind ourselves, our heirs, and legal representatives;

CONDITIONED, that the said Ng Ben will well and truly make prompt and punctual payment of all monies agreed by him to be paid on a certain lease contract hereto attached and made a part hereof, between said City and said Ng Ben, and will in all things well and truly comply with all the agreements and stipulations in said contract contained.

WITNESS our hands at the City of San Antonio, this 20th day of September, A.D. 1923.

Ng. Ben.  
Principal.

N. G. Chew

Ng. Tong  
Sureties.

APPROVED John W. Tobin.  
Mayor.

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AN ORDINANCE 98-46

AMENDING RULE 33, DIVISION VI, and RULE 39, DIVISION VII. OF THE TRAFFIC REGULATIONS OF THE CITY OF SAN ANTONIO AS EMBRACED IN AN ORDINANCE PASSED AND APPROVED ON DECEMBER 8, 1921, AND CERTAIN AMENDMENTS THERETO.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:

SECTION ONE: That rule 33, Division VI, as contained in an ordinance passed and approved on December 8, 1921 and amended by an ordinance passed and approved August 6, 1923, be so amended as to hereafter read as follows, to-wit:

Rule 33. It shall be unlawful to back any vehicle to make a turn in any street, if by so doing it interferes with other vehicles, but such vehicles shall go around the block on to a street sufficiently wide within which to turn without blocking traffic; nor shall any vehicle make a loop turn at any intersection where a traffic policeman is stationed or an electric traffic signal unit is established; nor shall any vehicle make a left hand turn on Houston Street, between Avenue D and North Flores Street, both inclusive; nor on Commerce Street between Alamo Street and Soledad Street, both inclusive.

SECTION TWO: That rule 39, Division VII, as contained in an ordinance passed and approved on December 8, 1921, and as amended by an ordinance passed and approved on October 9, 1922, be so amended as to hereafter read as follows, to-wit:

Rule 39. It shall be unlawful for any vehicle, except such vehicle be then actually in use by a Doctor on an emergency call, and away from his office, to park for a longer period than one (1) hour, between the hours of eight (8) o'clock a. m. and seven (7) o'clock p. m., on certain streets within the business district of the City as follows, to-wit:

- On Avenue D, between Houston and Travis Streets;
- On Broadway, between Houston and Third Streets;
- On Jefferson Street, between Houston and Travis Streets;
- On Losoya Street, between Commerce and Houston Streets;
- On Navarro Street, between Market and Travis Streets;
- On St. Mary's Street, between Market and Pecan Streets;
- On Soledad Street, between Commerce and Travis Streets,
- On Main Avenue, between Commerce and Travis Streets;
- On Pecan Street, between Market and Houston Street;
- On the west side of Alamo Plaza between Houston and Commerce Street;