

INDEX.

	PAGE
Summons	1
Complaint	2
Notice of Motion to Strike Out Complaint	190
Memorandum	192
Order Striking Out Complaint.....	201
<i>JUDGEMENT</i>	<i>202 A, 202 C</i>
Substitution of Attorney.....	203
Notice of Appeal.....	204
Grounds of Appeal.....	205

INDEX

Introduction	1
Chapter I. The History of the Church	10
Chapter II. The History of the Church	20
Chapter III. The History of the Church	30
Chapter IV. The History of the Church	40
Chapter V. The History of the Church	50
Chapter VI. The History of the Church	60
Chapter VII. The History of the Church	70
Chapter VIII. The History of the Church	80
Chapter IX. The History of the Church	90
Chapter X. The History of the Church	100

Summons.

THE STATE OF NEW JERSEY TO CITY OF HOBOKEN,
a municipal corporation of the
State of New Jersey.

You are summoned to answer the annexed complaint of Hoboken Local No. 2, New Jersey State Patrolmen's Benevolent Association, an unincorporated association, consisting of more than 7 members, in an action-at-law in the New Jersey Supreme Court, and take notice that unless you file your answer to said complaint with the Clerk of the said Supreme Court, at Trenton within twenty days after service upon you of this writ and the annexed complaint the plaintiff may proceed in the suit and judgment may be entered against you.

WITNESS: HONORABLE THOMAS J. BROGAN, Chief Justice of the Supreme Court at Trenton, this 3rd day of February, 1945.

JAMES J. GAVIN,
Clerk.

ROTHBARD & TALISMAN.

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Complaint.

NEW JERSEY SUPREME COURT,
HUDSON COUNTY CIRCUIT.

10 HOBOKEN LOCAL NO. 2, NEW JER-
SEY STATE PATROLMENS BENEV-
OLENT ASSOCIATION, an unincor-
porated association, consisting
of more than 7 members,

Plaintiff,

vs.

CITY OF HOBOKEN, a municipal
corporation of the State of
New Jersey,

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Defendant.

Action at Law.
Complaint.

The plaintiff, an unincorporated association consisting of more than 7 members, organized to promote the welfare and benefit of the patrolmen in the City of Hoboken and having its principal office in the City of Hoboken, County of Hudson and State of New Jersey, complaining of the de-

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FIRST COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

40 2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Michael M. Dugan as a uniformed member of its paid Police Department.

Complaint.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, P. L. 1934 (now found in R. S. 40:47-17) to regulate the employment of the said Michael M. Dugan so that the said Dugan should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said Michael M. Dugan one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency. 10 .

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Michael M. Dugan for more than six (6) days in any one (1) week to compensate the said Dugan for the said extra day that it so employed him. 20

5. The said defendant did employ the said Michael M. Dugan, and the said Michael M. Dugan performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Dugan days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 30

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Michael M. Dugan for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit. 40

Complaint.

7. The defendant, the City of Hoboken, has refused to compensate the said Michael M. Dugan for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Michael M. Dugan has made demand upon the defendant for compensation
 10 due to him.

8. Michael M. Dugan has assigned his cause of action against the City of Hoboken, and all rights thereunder to the Plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred (\$2,500.00) Dollars, together with lawful interest and costs of suit.

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SECOND COUNT

1. Plaintiff repeats paragraphs 1, 2, and 3 of the First Count, as though hereinafter set forth at length, and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said Michael M. Dugan, and the defendant did agree that the said Dugan should render services as a uniformed member of the Police Department of the defendant, and to be compensated as there-
 30 tofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Michael M. Dugan should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

5. Said defendant did employ the said Michael M. Dugan, and the said Michael M. Dugan performed work, labor and services for and on behalf, and at the request of the defendant, and on
 40 the defendant's promise to pay for same for

Complaint.

seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Michael M. Dugan for work, labor and service rendered on the 7th day of each week from March 12, 1935 to date, although the said Michael M. Dugan has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services. 10

6. Michael M. Dugan has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit. 20

THIRD COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey. 30

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Frank Caporino as a uniformed member of its paid police department.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17) to regulate the employment of the said Frank Caporino so that the said 40

Complaint.

Caporino should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said Frank Caporino one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency.

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Frank Caporino for more than six (6) days in any one (1) week to compensate the said Caporino for the said extra day that it so employed him.

5. The said defendant did employ the said Frank Caporino, and the said Frank Caporino performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Caporino days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Frank Caporino for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

7. The defendant, the City of Hoboken, has refused to compensate the said Frank Caporino for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Frank Caporino has made de-

Complaint.

mand upon the defendant for compensation due to him.

8. Frank Caporino has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, the plaintiff demands judgment 10
against the defendant on this count in the sum of
Twenty-five Hundred Dollars (\$2,500.00) together
with lawful interest and costs of suit.

FOURTH COUNT.

1. Plaintiff repeats paragraphs 1, 2 and 3 of the Third Count, as though hereinafter set forth at length, and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the 20
said Frank Caporino, and the defendant did agree that the said Caporino should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Frank Caporino should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 30

5. Said defendant did employ the said Frank Caporino, and the said Frank Caporino performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Frank Caporino for work, labor and services rendered on the 7th 40

Complaint.

day of each week from March 12, 1935, to date, although the said Frank Caporino has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

- 10 6. Frank Caporino has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

FIFTH COUNT.

- 20 1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one George Hogan as a uniformed member of its paid Police Department.

- 30 3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in R. S. 40:47-17) to regulate the employment of the said George Hogan so that the said Hogan should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said George Hogan one
40 day off for each extra day so served by him dur-

Complaint.

ing the emergency, within twelve (12) months after such emergency.

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said George Hogan for more than six (6) days in any one (1) week to compensate the said Hogan for the said extra day that it so employed him. 10

5. The said defendant did employ the said George Hogan, and the said George Hogan performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Hogan days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 20

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said George Hogan for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit. 30

7. The defendant, the City of Hoboken, has refused to compensate the said George Hogan for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said George Hogan has made demand upon the defendant for compensation due to him.

8. George Hogan has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff. 40

Complaint.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

SIXTH COUNT.

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1. Plaintiff repeats paragraphs 1, 2, and 3 of Fifth Count, as though hereinafter set forth at length, and makes them a part hereof.

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4. On the aforesaid date of March 12, 1935, the said George Hogan, and the defendant did agree that the said Hogan should render services as a uniformed member of the Police Department of the defendant, and to be compensated as heretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said George Hogan should render services for the 7th day, defendant would compensate him therefor at the reasonable value thereof.

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5. Said defendant did employ the said George Hogan, and the said George Hogan performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said George Hogan for work, labor and service rendered on the 7th day of each week from March 12, 1935 to date, although the said George Hogan has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

40

Complaint.

6. George Hogan has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars, (\$2,500.00) together with lawful interest and costs of suit. 10

SEVENTH COUNT.

1. On March 12, 1935 and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Thomas A. Greany as a uniformed member of its paid Police Department. 20

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40, 47-17) to regulate the employment of the said Thomas A. Greany so that the said Greany should not work more than six (6) days in any one week; except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said Thomas A. Greany one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency. 30

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Thomas A. Greany for 40

Complaint.

more than six (6) days in any one week to compensate the said Greany for the said extra day that it so employed him.

10 5. The said defendant did employ the said Thomas A. Greany and the said Thomas A. Greany performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Greany days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

20 6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Thomas A. Greany for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit.

30 7. The defendant, the City of Hoboken, has refused to compensate the said Thomas A. Greany for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Thomas A. Greany has made demand upon the defendant for compensation due to him.

8. Thomas A. Greany has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

40 WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

Complaint.

EIGHTH COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the Seventh Count, as though hereinafter set forth at length, and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said Thomas A. Greany, and the defendant did agree that the said Greany should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Thomas A. Greany should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

5. Said defendant did employ the said Thomas A. Greany, and the said Thomas A. Greany performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Thomas A. Greany for work, labor and services rendered on the 7th day of each week from March 12, 1935 to date, although the said Thomas A. Greany has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

6. Thomas A. Greany has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

Complaint.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

NINTH COUNT.

10 1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Edward Sheehy as a uniformed member of its paid
20 Police Department.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17) to regulate the employment of the said Edward Sheehy so that the said Sheehy should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said Edward
30 Sheehy one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency.

4. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Edward Sheehy for more than six (6) days in any one (1) week to compensate the said Sheehy for the said extra day it so
40 employed him.

Complaint.

5. The said defendant did employ the said Edward Sheehy and the said Edward Sheehy performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Sheehy 10 days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Edward Sheehy for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit. 20

7. The defendant, the City of Hoboken has refused to compensate the said Edward Sheehy for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Edward Sheehy has made demand upon the defendant for compensation due to him.

8. Edward Sheehy has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff. 30

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

TENTH. COUNT.

1. Plaintiff repeats paragraphs 1, 2 & 3 of the Ninth Count, as though hereinafter set forth at length, and makes them a part hereof. 40

Complaint.

4. On the aforesaid date of March 12, 1935, the said Edward Sheehy, and the defendant did agree that the said Sheehy should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Edward Sheehy should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

5. Said defendant did employ the said Edward Sheehy, and the said Edward Sheehy performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Edward Sheehy for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said Edward Sheehy has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

6 Edward Sheehy has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

Complaint.

ELEVENTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

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2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Joseph L. Kiely as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17) to regulate the employment of the said Joseph L. Kiely so that the said Kiely should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said Joseph L. Kiely one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency.

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4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Joseph L. Kiely for more than six (6) days in any one (1) week to compensate the said Kiely for the said extra day it so employed him.

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5. The said defendant did employ the said Joseph L. Kiely and the said Joseph L. Kiely performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid

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Complaint.

date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Kiely days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

10 6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Joseph L. Kiely for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit.

20 7. The defendant, the City of Hoboken, has refused to compensate the said Joseph L. Kiely for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Joseph L. Kiely has made demand upon the defendant for compensation due to him.

8. Joseph L. Kiely has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

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TWELFTH COUNT.

1. Plaintiff repeats paragraphs 1, 2, and 3 of the Eleventh Count, as though hereinafter set forth at length, and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said Joseph L. Kiely, and the defendant did agree that the said Kiely should render services as a uniformed member of the Police Department of
40 the Defendant, and to be compensated as thereto-

Complaint.

fore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Joseph L. Kiely should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

5. Said defendant did employ the said Joseph L. Kiely, and the said Joseph L. Kiely performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Joseph L. Kiely for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said Joseph L. Kiely has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

6. Joseph L. Kiely has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

THIRTEENTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

Complaint.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Michael Cappock as a uniformed member of its paid Police Department.

10 3. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17) to regulate the employment of the said Michael Cappock so that the said Cappock should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said Michael
20 Cappock one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency.

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Michael Cappock for more than six (6) days in any one (1) week to compensate the said Cappock for the said extra day it so employed him.

30 5. The said defendant did employ the said Michael Cappock and the said Michael Cappock performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Cappock days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

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Complaint.

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Michael Cappock for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit.

7. The defendant, the City of Hoboken, has refused to compensate the said Michael Cappock for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Michael Cappock has made demand upon the defendant for compensation due to him.

8. Michael Cappock has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

FOURTEENTH COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the Thirteenth Count, as though hereinafter set forth at length and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said Michael Cappock, and the defendant did agree that the said Cappock should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Michael Cappock should render services for a 7th day, de-

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Complaint.

fendant would compensate him therefor at the reasonable value thereof.

5. Said defendant did employ the said Michael Cappock, and the said Michael Cappock performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Michael Cappock for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said Michael Cappock has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

6. Michael Cappock has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

FIFTEENTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Thomas M.

Complaint.

Carmody as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66 PL 1934 (now found in RS 40:47-17) to regulate the employment of the said Thomas M. Carmody so that the said Carmody should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said Carmody one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency. 10

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Thomas M. Carmody for more than six (6) days in any one (1) week to compensate the said Carmody for the said extra day it so employed him. 20

5. The said defendant did employ the said Thomas M. Carmody and the said Thomas M. Carmody performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Carmody days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 30

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Thomas M. Carmody for the reasonable value of the work, labor and services he rendered 40

Complaint.

on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit.

10 7. The defendant, the City of Hoboken, has refused to compensate the said Thomas M. Carmody for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Thomas M. Carmody has made demand upon the defendant for compensation due to him.

8. Thomas M. Carmody has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

20 WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

SIXTEENTH COUNT.

1. Plaintiff repeats paragraphs 1, 2, and 3 of the Fifteenth Count, as though hereinafter set forth at length, and makes them a part hereof.

30 4. On the aforesaid date of March 12, 1935, the said Thomas M. Carmody, and the defendant did agree that the said Carmody should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Thomas M. Carmody should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

40 5. Said defendant did employ the said Thomas M. Carmody, and the said Thomas M. Carmody

Complaint.

performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Thomas M. Carmody for work, labor and service rendered on the 7th day of each week from March 12, 1935 to date, although the said Thomas M. Carmody has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services. 10

6. Thomas M. Carmody has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff. 20

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

SEVENTEENTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey. 30

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Charles Gaynor as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant, by virtue of the statute in such case 40

Complaint.

made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17) to regulate the employment of the said Charles Gaynor so that the said Gaynor should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was
10 under an obligation to give the said Gaynor one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency.

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Charles Gaynor for more than six (6) days in any one (1) week to
20 compensate the said Gaynor for the said extra day it so employed him.

5. The said defendant did employ the said Charles Gaynor and the said Charles Gaynor performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Gaynor days off for each extra day served by him during
30 any emergency within twelve (12) months after such emergency.

6. It. then and there became the duty of the defendant, the City of Hoboken, to compensate the said Charles Gaynor for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

7. The defendant, the City of Hoboken, has re-
40 fused to compensate the said Charles Gaynor for

Complaint.

the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Charles Gaynor has made demand upon the defendant for compensation due to him.

8. Charles Gaynor has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff. 10

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

EIGHTEENTH COUNT.

1. Plaintiff repeats paragraphs 1, 2 & 3 of the Seventeenth Count, as though hereinafter set forth at length, and makes them a part hereof. 20

4. On the aforesaid date of March 12, 1935, the said Charles Gaynor, and the defendant did agree that the said Gaynor should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Charles Gaynor should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 30

5. Said defendant did employ the said Charles Gaynor, and the said Charles Gaynor performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has 40

Complaint.

failed to compensate the said Charles Gaynor for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said Charles Gaynor has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

6. Charles Gaynor has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

NINETEENTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Charles Tangeman as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17) to regulate the employment of the said Charles Tangeman so that the said Tangeman should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the de-

Complaint.

defendant was under an obligation to give the said Tangeman one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency.

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Charles Tangeman for more than six (6) days in any one (1) week to compensate the said Tangeman for the said extra day it so employed him. 10

5. The said defendant did employ the said Charles Tangeman and the said Charles Tangeman performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Tangeman days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 20

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Charles Tangeman for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit. 30

7. The defendant, the City of Hoboken, has refused to compensate the said Charles Tangeman for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Charles Tangeman has made demand upon the defendant for compensation due to him. 40

Complaint.

8. Charles Tangeman has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

10 WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

TWENTIETH COUNT.

1. Plaintiff repeats paragraphs 1, 2, and 3 of the Nineteenth Count, as though hereinafter set forth at length, and makes them a part hereof.

20 4. On the aforesaid date of March 12, 1935, the said Charles Tangeman, and the defendant did agree that the said Tangeman should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Charles Tangeman should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

30 5. Said defendant did employ the said Charles Tangeman, and the said Charles Tangeman performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Charles Tangeman for work, labor and service rendered
40 on the 7th day of each week from March 12, 1935 to date, although the said Charles Tangeman has

Complaint.

made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

6. Charles Tangeman has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff. 10

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

TWENTY-FIRST COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey. 20

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one James J. Walker as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17) to regulate the employment of the said James J. Walker so that the said Walker should not work more than six (6) days in any one (1) week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Walker one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency. 30 40

Complaint.

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said James J. Walker for more than six (6) days in any one (1) week to compensate the said Walker for the said extra day it so employed him.

5. The said defendant did employ the said James J. Walker and the said James J. Walker performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Walker days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said James J. Walker for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit.

7. The defendant, the City of Hoboken, has refused to compensate the said James J. Walker for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said James J. Walker has made demand upon the defendant for compensation due to him.

8. James J. Walker has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

Complaint.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty-Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

TWENTY-SECOND COUNT.

1. Plaintiff repeats paragraphs 1, 2, and 3 of the Twenty-First Count, as though hereinafter set forth at length, and makes them a part hereof. 10

4. On the aforesaid date of March 12, 1935, the said James J. Walker, and the defendant did agree that the said Walker should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said James J. Walker should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 20

5. Said defendant did employ the said James J. Walker, and the said James J. Walker performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935 to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said James J. Walker for work, labor and service rendered on the 7th day of each week from March 12, 1935 to date, although the said James J. Walker has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services. 30 40

Complaint.

6. James J. Walker has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

10 WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

TWENTY-THIRD COUNT

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

20 2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Joseph Young as a uniformed member of its paid Police Department.

30 3. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17) to regulate the employment of the said Joseph Young so that the said Young should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Young one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency.

40 4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it

Complaint.

employed the said Joseph Young for more than six (6) days in any one week to compensate the said Young for the said extra day it so employed him.

5. The said defendant did employ the said Joseph Young and the said Joseph Young performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Young days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 10

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Joseph Young for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit. 20

7. The defendant, the City of Hoboken, has refused to compensate the said Young for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Joseph Young has made demand upon the defendant for compensation due to him. 30

8. Joseph Young has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit. 40

Complaint.

TWENTY-FOURTH COUNT

1. Plaintiff repeats paragraphs 1, 2, & 3 of the Twenty-Third Count, as though hereinafter set forth at length, and makes them a part hereof.

10 4. On the aforesaid date of March 12, 1935, the said Joseph Young, and the defendant did agree that the said Young should render services as a uniformed member of the Police Department of the defendant, and to be compensated as thereto-fore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Joseph Young should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

20 5. Said defendant did employ the said Joseph Young and the said Joseph Young performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935 to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Joseph Young for
30 work, labor and service rendered on the 7th day of each week from March 12, 1935 to date, although the said Joseph Young has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

40 6. Joseph Young has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

Complaint.

WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and cost of suit.

TWENTY-FIFTH COUNT

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey. 10

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one John F. Koch as a uniformed member of its paid Police Department. 20

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17) to regulate the employment of the said John F. Koch so that the said Koch should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Koch one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency. 30

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said John F. Koch for more than six (6) days in any one week to compensate the said Koch for the said extra day it so employed him. 40

Complaint.

5. The said defendant did employ the said John F. Koch and the said John F. Koch performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said
10 defendant failed to give the said Koch days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said John F. Koch for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March
20 12, 1935 to the institution of this suit.

7. The defendant, the City of Hoboken, has refused to compensate the said John F. Koch for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said John F. Koch has made demand upon the defendant for compensation due to him.

8. John F. Koch has assigned his cause of action against the City of Hoboken, and all rights
30 thereunder to the plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

TWENTY-SIXTH COUNT

1. Plaintiff repeats paragraphs 1, 2, & 3 of the Twenty-Fifth Count, as though hereinafter set
40 forth at length, and makes them a part hereof.

Complaint.

4. On the aforesaid date of March 12, 1935, the said John F. Koch, and the defendant did agree that the said Koch should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of Six (6) days only. The agreement further provided that in the event the said John F. Koch should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 10

5. Said defendant did employ the said John F. Koch and the said John F. Koch performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said John F. Koch for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said John F. Koch has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services. 20 30

6. John F. Koch has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit. 40

Complaint.

TWENTY-SEVENTH COUNT

1. On March 12, 1935, and at all times herein-
after mentioned, the defendant, the City of Hobo-
ken was a municipal corporation organized and
existing under and by virtue of the laws of the
State of New Jersey.

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2. On the aforesaid date of March 12, 1935,
and at all times hereinafter mentioned, the de-
fendant, the City of Hoboken, did employ one Jo-
seph E. Quinn as a uniformed member of its paid
Police Department.

3. It then and there became the duty of the de-
fendant, by virtue of the statute in such case
made and provided, Chapter 66, PL 1934 (now
found in RS 40:47-17) to regulate the employ-
ment of the said Joseph E. Quinn so that the said
Quinn should not work more than six (6) days in
any one week, except in cases of emergency and
in case of such emergency, the defendant was un-
der an obligation to give the said Quinn one day
off for each extra day so served by him during
the emergency within twelve (12) months after
such emergency.

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4. It then and there became the duty of the de-
fendant by virtue of the statute in such case made
and provided as aforesaid, in the event that it
employed the said Joseph E. Quinn for more than
six (6) days in any one week to compensate the
said Quinn for the said extra day it so employed
him.

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5. The said defendant did employ the said Jo-
seph E. Quinn and the said Joseph E. Quinn per-
formed work, labor and services for, and on be-
half and at the request of the defendant, for seven

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Complaint.

(7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Quinn days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

6. It then and there became the duty of the defendant the City of Hoboken, to compensate the said Joseph E. Quinn for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit. 10

7. The defendant, the City of Hoboken, has refused to compensate the said Joseph E. Quinn for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Joseph E. Quinn has made demand upon the defendant for compensation due to him. 20

8. Joseph E. Quinn has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit. 30

TWENTY-EIGHTH COUNT

1. Plaintiff repeats paragraphs 1, 2, & 3 of the Twenty-Seventh Count, as though hereinafter set forth at length, and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said Joseph E. Quinn, and the defendant did agree that the said Quinn should render services 40

Complaint.

as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Joseph E. Quinn should render services for a 7th day, defendant
10 would compensate him therefore at the reasonable value thereof.

5. Said defendant did employ the said Joseph E. Quinn and the said Joseph E. Quinn performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but
20 in violation of its agreement as aforesaid has failed to compensate the said Joseph E. Quinn for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said Joseph E. Quinn has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

30 6. Joseph E. Quinn has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

TWENTY-NINTH COUNT.

40 1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and

Complaint.

existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one William F. Wallace as a uniformed member of its paid Police Department. 10

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said William F. Wallace so that the said Wallace should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Wallace one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency. 20

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said William F. Wallace for more than six (6) days in any one week to compensate the said Wallace for the said extra day it so employed him. 30

5. The said defendant did employ the said William F. Wallace and the said William F. Wallace performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935 to the institution of this suit, and the said defendant failed to give the said Wallace days off for each extra day served by him 40

Complaint.

during any emergency within twelve (12) months after such emergency.

10 6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said William F. Wallace for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit.

20 7. The defendant, the City of Hoboken, has refused to compensate the said William F. Wallace for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said William F. Wallace has made demand upon the defendant for compensation due to him.

8. William F. Wallace has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

30 THIRTIETH COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the Twenty-Ninth Count, as though hereinafter set forth at length, and makes them a part hereof.

40 4. On the aforesaid date of March 12, 1935, the said William F. Wallace, and the defendant did agree that the said Wallace should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further

Complaint.

provided that in the event the said William F. Wallace should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

5. Said defendant did employ the said William F. Wallace and the said William F. Wallace performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said William F. Wallace for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said William F. Wallace has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services. 10 20

6. William F. Wallace has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit. 30

THIRTY-FIRST COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey. 40

Complaint.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Joseph F. Growney as a uniformed member of its paid Police Department.

10 3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said Joseph F. Growney so that the said Growney should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Growney one day
20 off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said Joseph F. Growney for more than six (6) days in any one week to compensate the said Growney for the said extra day it so employed him.

30 5. The said defendant did employ the said Joseph F. Growney and the said Joseph F. Growney performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935 to the institution of this suit, and the said defendant failed to give the said Growney days off for each extra day served by him during any emergency within twelve (12)
40 months after such emergency.

Complaint.

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Joseph F. Growney for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit.

7. The defendant, the City of Hoboken, has refused to compensate the said Joseph F. Growney for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Joseph F. Growney has made demand upon the defendant for compensation due to him.

8. Joseph F. Growney has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

THIRTY-SECOND COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the Thirty-First Count, as though hereinafter set forth at length and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said Joseph F. Growney, and the defendant did agree that the said Growney should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Joseph F. Growney should render services for a 7th day, defend-

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Complaint.

ant would compensate him therefor at the reasonable value thereof.

10 5. Said defendant did employ the said Joseph F. Growney and the said Joseph F. Growney performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Joseph F. Growney for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said Joseph F. Growney has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

20 6. Joseph F. Growney has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with
30 lawful interest and costs of suit.

THIRTY-THIRD COUNT

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

40 2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant,

Complaint.

the City of Hoboken, did employ one William J. Young as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said William J. Young so that the said Young should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Young one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency. 10

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said William J. Young for more than six (6) days in any one week to compensate the said Young for the said extra day it so employed him. 20

5. The said defendant did employ the said William J. Young and the said William J. Young performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Young days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 30

6. It then and there became the duty of the defendant the City of Hoboken, to compensate the said William J. Young for the reasonable value of 40

Complaint.

the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

10 7. The defendant, the City of Hoboken, has refused to compensate the said William J. Young for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said William J. Young has made demand upon the defendant for compensation due to him.

8. William J. Young has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

THIRTY-FOURTH COUNT.

20 1. Plaintiff repeats paragraphs 1, 2 and 3 of the Thirty-third Count, as though hereinafter set forth at length and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said William J. Young, and the defendant did agree that the said Young should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of
30 six (6) days only. The agreement further provided that in the event the said William J. Young should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

5. Said defendant did employ the said William J. Young and the said William J. Young performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for
40 seven (7) days in each week from the aforesaid

Complaint.

date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said William J. Young for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said William J. Young has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services. 10

6. William J. Young has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit. 20

THIRTY-FIFTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Cornelius P. Murphy as a uniformed member of its paid Police Department. 30

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said Cornelius P. Murphy so that the said Murphy should not work more than six (6) days 40

Complaint.

in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Murphy one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

10 4. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said Cornelius P. Murphy for more than six (6) days in any one week to compensate the said Murphy for the said extra day it so employed him.

20 5. The said defendant did employ the said Cornelius P. Murphy and the said Cornelius P. Murphy performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Murphy days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

30 6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Cornelius P. Murphy for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

40 7. The defendant, the City of Hoboken, has refused to compensate the said Cornelius P. Murphy for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Cornelius P. Murphy has

Complaint.

made demand upon the defendant for compensation due to him.

8. Cornelius P. Murphy has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

THIRTY-SIXTH COUNT.

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1. Plaintiff repeats paragraphs 1, 2 and 3 of the Thirty-Fifth Count, as though hereinafter set forth at length, and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said Cornelius P. Murphy, and the defendant did agree that the said Murphy should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Cornelius P. Murphy should render services for a 7th day, defendant would compensate him therefore at the reasonable value thereof.

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5. Said defendant did employ the said Cornelius P. Murphy and the said Cornelius P. Murphy performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Cornelius P. Murphy for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said Cornelius P. Murphy has made demand upon the defendant for said compensation due to him, and although the de-

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Complaint.

fendant is indebted to him for the reasonable value of said work, labor and services.

6. Cornelius P. Murphy has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

- 10 WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

THIRTY-SEVENTH COUNT.

- 20 1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Louis Bozzetti as a uniformed member of its paid Police Department.

- 30 3. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, Chapter 66, PL 1934, (Now found in RS 40:47-17) to regulate the employment of the said Louis Bozzetti so that the said Bozzetti should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Bozzetti one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

- 40 4. It then and there became the duty of the defendant, by virtue of the statute in such case

Complaint.

made and provided as aforesaid, in the event that it employed the said Louis Bozzetti for more than six (6) days in any one week to compensate the said Bozzetti for the said extra day it so employed him.

5. The said defendant did employ the said Louis Bozzetti and the said Louis Bozzetti performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Bozzetti days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 10

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Louis Bozzetti for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit. 20

7. The defendant, the City of Hoboken, has refused to compensate the said Louis Bozzetti for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Louis Bozzetti has made demand upon the defendant for compensation due to him. 30

8. Louis Bozzetti has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

THIRTY-EIGHTH COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the Thirty-Seventh Count, as though hereinafter set forth at length, and makes them a part hereof. 40

Complaint.

4. On the aforesaid date of March 12, 1935, the said Louis Bozzetti, and the defendant did agree that the said Bozzetti, should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six
10 (6) days only. The agreement further provided that in the event the said Louis Bozzetti should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

5. Said defendant did employ the said Louis Bozzetti and the said Louis Bozzetti performed work, labor and services for and on behalf, and at the request of the defendant and on the de-
20 fendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Louis Bozzetti for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said Louis Bozzetti has made demand upon the defendant for said compensation due to him, and although the said defendant is indebted
30 to him for the reasonable value of said work, labor and services.

6. Louis Bozzetti has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.
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Complaint.

THIRTY-NINTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

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2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Elwood Walker as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said Elwood Walker so that the said Walker should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Walker one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

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4. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said Elwood Walker for more than six (6) days in any one week to compensate the said Walker for the said extra day it so employed him.

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5. The said defendant did employ the said Elwood Walker and the said Elwood Walker performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid

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Complaint.

date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Walker days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

10 6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Elwood Walker for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

20 7. The defendant, the City of Hoboken, has refused to compensate the said Elwood Walker for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Elwood Walker has made demand upon the defendant for compensation due to him.

8. Elwood Walker has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

FORTIETH COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the Thirty Ninth Count, as though hereinafter set forth at length, and makes them a part hereof.

30 4. On the aforesaid date of March 12, 1935, the said Elwood Walker, and the defendant did agree that the said Walker should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Elwood Walker should render services for a 7th day, defendant would compensate him therefor at the
40 reasonable value thereof.

Complaint.

5. Said defendant did employ the said Elwood Walker and the said Elwood Walker performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Elwood Walker for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said Elwood Walker has made demand upon the defendant for said compensation due to him, and although the said defendant is indebted to him for the reasonable value of said work, labor and services. 10

6. Elwood Walker has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff. 20

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

FORTY-FIRST COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey. 30

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one William McDonough as a uniformed member of its paid Police Department. 40

Complaint.

3. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said William McDonough so that the said McDonough should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said McDonough one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

4. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said William McDonough for more than six (6) days in any one week to compensate the said McDonough for the said extra day it so employed him.

5. The said defendant did employ the said William McDonough and the said William McDonough performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said McDonough days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said William McDonough for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

Complaint.

7. The defendant, the City of Hoboken, has refused to compensate the said William McDonough for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said William McDonough has made demand upon the defendant for compensation due to him. 10

8. William McDonough has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

FORTY-SECOND COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the Forty First Count, as though hereinafter set forth at length, and makes them a part hereof. 20

4. On the aforesaid date of March 12, 1935, the said William McDonough, and the defendant did agree that the said McDonough should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said William McDonough should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 30

5. Said defendant did employ the said William McDonough and the said William McDonough performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid 40

Complaint.

has failed to compensate the said William McDonough for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said William McDonough has made demand upon the defendant for said compensation due to him, and although the said defendant is indebted to him for the reasonable value of said work, labor and services.

6. William McDonough has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

FORTY-THIRD COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Joseph McGavin as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said Joseph McGavin so that the said McGavin should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was

Complaint.

under an obligation to give the said McGavin one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

4. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said Joseph McGavin for more than six (6) days in any one week to compensate the said McGavin for the said extra day it so employed him. 10

5. The said defendant did employ the said Joseph McGavin and the said Joseph McGavin performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said McGavin days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 20

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Joseph McGavin for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit. 30

7. The defendant, the City of Hoboken, has refused to compensate the said Joseph McGavin for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Joseph McGavin has made demand upon the defendant for compensation due to him. 40

Complaint.

8. Joseph McGavin has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

FORTY FOURTH COUNT.

10 1. Plaintiff repeats paragraphs 1, 2, & 3 of the Forty-Third Count, as though hereinafter set forth at length, and makes them a part hereof.

20 4. On the aforesaid date of March 12, 1935, the said Joseph McGavin, and the defendant did agree that the said McGavin should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Joseph McGavin should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

30 5. Said defendant did employ the said Joseph McGavin and the said Joseph McGavin performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Joseph McGavin for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said Joseph McGavin has made demand upon the defendant for said compensation due to him and although the said defendant is indebted to him for the reasonable value of said work, labor and services.

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Complaint.

6. Joseph McGavin has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit. 10

FORTY-FIFTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, 20 and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Daniel Carmody as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said Daniel Carmody so that the said Carmody should not work more than six (6) days 30 in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Carmody one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

4. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided as aforesaid, in the event that 40

Complaint.

it employed the said Daniel Carmody for more than six (6) days in any one week to compensate the said Carmody for the said extra day it so employed him.

10 5. The said defendant did employ the said Daniel Carmody and the said Daniel Carmody performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Carmody days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

20 6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Daniel Carmody for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

30 7. The defendant, the City of Hoboken, has refused to compensate the said Daniel Carmody for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Daniel Carmody has made demand upon the defendant for compensation due to him.

8. Daniel Carmody has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

FORTY-SIXTH COUNT.

40 1. Plaintiff repeats paragraphs 1, 2, & 3 of the Forty-Fifth Count, as though hereinafter set forth at length, and makes them a part hereof.

Complaint.

4. On the aforesaid date of March 12, 1935, the said Daniel Carmody, and the defendant did agree that the said Carmody should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Daniel Carmody should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 10

5. Said defendant did employ the said Daniel Carmody and the said Daniel Carmody performed work, labor and services for and on behalf and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Daniel Carmody for work, labor and services rendered on the 7th day of each week from March 12, 1935, to date, although the said Daniel Carmody has made demand upon the defendant for said compensation due to him, and although the said defendant is indebted to him for the reasonable value of said work, labor and services. 20 30

6. Daniel Carmody has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit. 40

Complaint.

FORTY-SEVENTH COUNT.

1. On March 12, 1935, and at all times herein-
after mentioned, the defendant, the City of Ho-
boken, was a municipal corporation organized and
existing under and by virtue of the laws of the
State of New Jersey.

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2. On the aforesaid date of March 12, 1935,
and at all times hereinafter mentioned, the de-
fendant, the City of Hoboken, did employ one
Alfred H. Bogert as a uniformed member of its
paid Police Department.

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3. It then and there became the duty of the
defendant by virtue of the statute in such case
made and provided, Chapter 66, PL 1934, (now
found in RS 40:47-17) to regulate the employ-
ment of the said Alfred H. Bogert so that the
said Bogert should not work more than six (6)
days in any one week, except in cases of emer-
gency and in case of such emergency, the defend-
ant was under an obligation to give the said Bo-
gert one day off for each extra day so served
by him during the emergency within twelve (12)
months after such emergency.

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4. It then and there became the duty of the
defendant, by virtue of the statute in such case
made and provided as aforesaid, in the event that
it employed the said Alfred H. Bogert for more
than six (6) days in any one week to compensate
the said Bogert for the said extra day it so em-
ployed him.

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5. The said defendant did employ the said
Alfred H. Bogert and the said Alfred H. Bogert
performed work, labor and services for, and on
behalf and at the request of the defendant, for
seven (7) days in each week from the aforesaid

Complaint.

date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Bogert days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Alfred H. Bogert for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit. 10

7. The defendant, the City of Hoboken, has refused to compensate the said Alfred H. Bogert for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Alfred H. Bogert has made demand upon the defendant for compensation due to him. 20

8. Alfred H. Bogert has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

FORTY-EIGHTH COUNT.

1. Plaintiff repeats paragraphs 1, 2 and 3 of the Forty-seventh Count, as though hereinafter set forth at length, and makes them a part hereof. 30

4. On the aforesaid date of March 12, 1935, the said Alfred H. Bogert, and the defendant did agree that the said Bogert should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Alfred H. Bogert should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 40

Complaint.

5. Said defendant did employ the said Alfred H. Bogert and the said Alfred H. Bogert performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Alfred H. Bogert for work, labor and services rendered on the 7th day of each week from March 12, 1935, to date, although the said Alfred H. Bogert has made demand upon the defendant for compensation due to him, and although the said defendant is indebted to him for the reasonable value of said work, labor and services.

6. Alfred H. Bogert has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

FORTY-NINTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Arthur Miller as a uniformed member of its paid Police Department.

Complaint.

3. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, Chapter 66, P. L. 1934, (now found in RS. 40:47-17) to regulate the employment of the said Arthur Miller so that the said Miller should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Miller one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency. 10

4. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said Arthur Miller for more than six (6) days in any one week to compensate the said Miller for the said extra day it so employed him. 20

5. The said defendant did employ the said Arthur Miller and the said Arthur Miller performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Miller days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 30

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Arthur Miller for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

7. The defendant, the City of Hoboken, has refused to compensate the said Arthur Miller for the 40

Complaint.

work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Arthur Miller has made demand upon the defendant for compensation due to him.

- 10 8. Arthur Miller has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

FIFTIETH COUNT.

1. Plaintiff repeats paragraphs 1, 2 and 3 of the Forty-Ninth Count, as though hereinafter set forth at length, and makes them a part hereof.

- 20 4. On the aforesaid date of March 12, 1935, the said Arthur Miller, and the defendant did agree that the said Miller should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Arthur Miller should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

- 30 5. Said defendant did employ the said Arthur Miller and the said Arthur Miller performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Arthur Miller for work, labor and services rendered on the 7th day of each week from March 12, 1935, to date, although the said
40 Arthur Miller has made demand upon the defend-

Complaint.

ant for compensation due to him for the reasonable value of said work, labor and services.

6. Arthur Miller has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit. 10

FIFTY-FIRST COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey. 20

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Martin McGinnis as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said Martin McGinnis so that the said McGinnis should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said McGinnis one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency. 30

4. It then and there became the duty of the defendant, by virtue of the statute in such case 40

Complaint.

made and provided as aforesaid, in the event that it employed the said Martin McGinnis for more than six (6) days in any one week to compensate the said McGinnis for the said extra day it so employed him.

10 5. The said defendant did employ the said Martin McGinnis and the said Martin McGinnis performed work, labor and services for, and on behalf and at the request of the defendant for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Miller days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

20 6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Martin McGinnis for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

30 7. The defendant, the City of Hoboken, has refused to compensate the said Martin McGinnis for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Martin McGinnis has made demand upon the defendant for compensation due to him.

8. Martin McGinnis has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

40 WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum

Complaint.

of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

FIFTY SECOND COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the Fifty First Count, as though hereinafter set forth at length, and makes them a part hereof. 10

4. On the aforesaid date of March 12, 1935, the said Martin McGinnis, and the defendant did agree that the said McGinnis should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Martin McGinnis should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 20

5. Said defendant did employ the said Martin McGinnis and the said Martin McGinnis performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Martin McGinnis for work, labor and services rendered on the 7th day of each week from March 12, 1935, to date, although the said Martin McGinnis has made demand upon the defendant for compensation due to him for the reasonable value of said work, labor and services. 30

6. Martin McGinnis has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff. 40

Complaint.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

FIFTY THIRD COUNT.

10 1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

20 2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Thomas Carroll as a uniformed member of its paid Police Department.

30 3. It then and there became the duty of the defendant by virtue of the statute in such case made and provided Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said Thomas Carroll so that the said Carroll should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Carroll one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

40 4. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said Thomas Carroll for more than six (6) days in any one week to compensate the said Carroll for the said extra day it so employed him.

Complaint.

5. The said defendant did employ the said Thomas Carroll and the said Thomas Carroll performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Thomas Carroll days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 10

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Thomas Carroll for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit. 20

7. The defendant, the City of Hoboken, has refused to compensate the said Thomas Carroll for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Thomas Carroll has made demand upon the defendant for compensation due to him.

8. Thomas Carroll has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff. 30

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

FIFTY FOURTH COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the Fifty Third Count, as though hereinafter set forth at length, and makes them a part hereof. 40

Complaint.

4. On the aforesaid date of March 12, 1935, the said Thomas Carroll, and the defendant did agree that the said Carroll should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of
10 six (6) days only. The agreement further provided that in the event the said Thomas Carroll should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

5. Said defendant did employ the said Thomas Carroll and the said Thomas Carroll performed work, labor and services for and on behalf, and at the request of the defendant and on the de-
20 fendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Thomas Carroll for work, labor and services rendered on the 7th day of each week from March 12, 1935, to date, although the said Thomas Carroll has made demand upon the defendant for compensation due to him for
30 the reasonable value of said work, labor and services.

6. Thomas Carroll has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-Five Hundred Dollars (\$2,500.00) together with
40 lawful interest and costs of suit.

Complaint.

FIFTY FIFTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

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2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken did employ one Vincent Connors as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, Chapter 66, P. L. 1934, (now found in R. S. 40:47-17) to regulate the employment of the said Vincent Connors so that the said Connors should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Connors one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

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4. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said Vincent Connors for more than six (6) days in any one week to compensate the said Connors for the said extra day it so employed him.

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5. The said defendant did employ the said Vincent Connors and the said Vincent Connors performed work, labor and services for, and on behalf and at the request of the defendant for seven (7) days in each week from the aforesaid date of

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Complaint.

March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Connors days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

10 6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Vincent Connors for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

7. The defendant, the City of Hoboken, has refused to compensate the said Vincent Connors for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although
20 the said Vincent Connors has made demand upon the defendant for compensation due to him.

8. Vincent Connors has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

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FIFTY-SIXTH COUNT.

1. Plaintiff repeats paragraph 1, 2 and 3 of the Fifty-fifth Count, as though hereinafter set forth at length, and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said Vincent Connors, and the defendant did agree that the said Connors should render services as a uniformed member of the Police Department of the defendant, and to be compensated as
40 theretofore, but that the work week would consist

Complaint.

of six (6) days only. The agreement further provided that in the event the said Vincent Connors should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

5. Said defendant did employ the said Vincent Connors and the said Vincent Connors performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Vincent Connors for work, labor and services rendered on the 7th day of each week from March 12, 1935, to date, although the said Vincent Connors has made demand upon the defendant for compensation due to him for the reasonable value of said work, labor and services. 10 20

6. Vincent Connors has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit. 30

FIFTY-SEVENTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey. 40

Complaint.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Michael Murphy as a uniformed member of its paid Police Department.

10 3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, P. L. 1934 (now found in R. S. 40:47-17) to regulate the employment of the said Michael Murphy so that the said Murphy should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said Michael Murphy one day off for each extra day so served
20 by him during the emergency, within twelve (12) months after such emergency.

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said Michael Murphy for more than six (6) days in any one (1) week to compensate the said Murphy for the said extra day that it so employed him.

30 5. The said defendant did employ the said Michael Murphy, and the said Michael Murphy performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Murphy days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

40 6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the

Complaint.

said Michael Murphy for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit.

7. The defendant, the City of Hoboken, has refused to compensate the said Michael Murphy for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Michael Murphy has made demand upon the defendant for compensation due to him. 10

8. Michael Murphy has assigned his cause of action against the City of Hoboken, and all rights thereunder to the Plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred (\$2,500.00) Dollars, together with lawful interest and costs of suit. 20

FIFTY EIGHTH COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the Fifty Seventh count, as though hereinafter set forth at length, and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said Michael Murphy, and the defendant did agree that the said Murphy should render services as a uniformed member of the Police Department of the defendant, and to be compensated as therefore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Michael Murphy should render services for a 7th day, defendant would compensate him therefore at the reasonable value thereof. 30 40

Complaint.

5. Said defendant did employ the said Michael Murphy, and the said Michael Murphy performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Michael Murphy for work, labor and service rendered on the 7th day of each week from March 12, 1935 to date, although the said Michael Murphy has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

6. Michael Murphy has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

FIFTY NINTH COUNT.

1. On March 12, 1935 and at all times hereinafter mentioned the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Edward F. Canning as a uniformed member of its paid Police Department.

Complaint.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17) to regulate the employment of the said Edward F. Canning so that the said Canning should not work more than six (6) days in any one week except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said Edward F. Canning one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency. 10

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, an aforesaid, in the event that it employed the said Edward F. Canning for more than six (6) days in any one (1) week to compensate the said Edward F. Canning for the said extra day that it so employed him. 20

5. The said defendant did employ the said Edward F. Canning, and the said Edward F. Canning performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Canning days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 30

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Edward F. Canning for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit. 40

Complaint.

7. The defendant, the City of Hoboken, has refused to compensate the said Edward F. Canning for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Edward F. Canning has made demand upon the defendant for compensation due to him.

8. Edward F. Canning has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty-Five Hundred (\$2,500.00) Dollars, together with lawful interest and costs of suit.

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SIXTIETH COUNT.

1. Plaintiff repeats paragraphs 1, 2 and 3 of the Fifty-ninth count, as though hereinafter set forth at length, and makes them a part hereof.

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4. On the aforesaid date of March 12, 1935, the said Edward F. Canning, and the defendant did agree that the said Canning should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Edward F. Canning should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

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5. Said defendant did employ the said Edward F. Canning and the said Edward F. Canning performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for

Complaint.

seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Edward F. Canning for work, labor and service rendered on the 7th day of each week from March 12, 1935 to date, although the said Edward F. Canning has made demand upon the defendant aforesaid compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services. 10

6. Edward F. Canning has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit. 20

SIXTY-FIRST COUNT.

1. On March 12, 1935 and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Peter N. King as a uniformed member of its paid Police Department. 30

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, P. L. 1934 (now found in R. S. 40:47-17) to regulate the employment of the said Peter N. King so that the said 40

Complaint.

King should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said Peter N. King one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency.

10 4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Peter N. King for more than six (6) days in any one (1) week to compensate the said King for the said extra day that it so employed him.

20 5. The said defendant did employ the said Peter N. King, and the said Peter N. King performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said King days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

30 6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Peter N. King for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit.

40 7. The defendant, the City of Hoboken, has refused to compensate the said Peter N. King for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Peter N. King has made demand upon the defendant for compensation due to him.

Complaint.

8. Peter N. King has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty-Five Hundred (\$2,500.00) Dollars, together with lawful interest and costs of suit. 10

SIXTY-SECOND COUNT.

1. Plaintiff repeats paragraphs 1, 2 and 3 of the Sixty-First Count, as though hereinafter set forth at length, and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said Peter N. King, and the defendant did agree that the said King should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Peter N. King should render services for a 7th day, defendant would compensate him therefore at the reasonable value thereof. 20

5. Said defendant did employ the said Peter N. King, and the said Peter N. King performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Peter N. King for work, labor and service rendered on the 7th day of each week from March 12, 1935 to date, although the said Peter N. King has made demand upon the defendant for said compensation due to him, and al- 30 40

Complaint.

though the defendant is indebted to him for the reasonable value of said work, labor and services.

6. Peter N. King has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

10 WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

SIXTY THIRD COUNT.

1. On March 12, 1935 and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the
20 State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one James J. McKeever as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now
30 found in RS 40:47-17) to regulate the employment of the said James J. McKeever so that said McKeever should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said James J. McKeever one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency.

4. It then and there became the duty of the defendant by virtue of the statute in such case made
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Complaint.

and provided, as aforesaid, in the event that it employed the said James J. McKeever for more than six (6) days in any one (1) week to compensate the said McKeever for the said extra day that it so employed him.

5. The said defendant did employ the said James J. McKeever, and the said James J. McKeever performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said McKeever days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 10

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said James J. McKeever for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit. 20

7. The defendant, the City of Hoboken, has refused to compensate the said James J. McKeever for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said James J. McKeever has made demand upon the defendant for compensation due to him. 30

8. James J. McKeever has assigned his cause of action against the City of Hoboken, and all rights thereunder to the Plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred (\$2,500.00) Dollars, together with lawful interest and costs of suit. 40

Complaint.

SIXTY-FOURTH COUNT.

1. Plaintiff repeats paragraphs 1, 2 and 3 of the Sixty-Third Count, as though hereinafter set forth at length, and makes them a part hereof.

10 4. On the aforesaid date of March 12, 1935, the said James J. McKeever, and the defendant did agree that the said McKeever should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said James J. McKeever should render services for a 7th day, defendant would compensate him therefor at the
20 reasonable value thereof.

5. Said defendant did employ the said James J. McKeever, and the said James J. McKeever performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said James J. Mc-
30 Keever for work, labor and services rendered on the 7th day of each week from March 12, 1935 to date, although the said James J. McKeever has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

40 6. James J. McKeever has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

Complaint.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

SIXTY-FIFTH COUNT.

1. On March 12, 1935 and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey. 10

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one James F. Rickard as a uniformed member of its paid Police Department. 20

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, P. L. 1934 (now found in R. S. 40:47-17 to regulate the employment of the said James F. Rickard so that said Rickard should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said James F. Rickard one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency. 30

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said James F. Rickard for more than six (6) days in any one (1) week to compensate the said Rickard for the said extra day that it so employed him. 40

Complaint.

5. The said defendant did employ the said James F. Rickard, and the said James F. Rickard performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this
10 suit, and the said defendant failed to give the said Rickard days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said James F. Rickard for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of
20 March 12, 1935 to the institution of this suit.

7. The defendant, the City of Hoboken, has refused to compensate the said James F. Rickard for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said James F. Rickard has made demand upon the defendant for compensation due to him.

8. James F. Rickard has assigned his cause of action against the City of Hoboken, and all rights
30 thereunder to the plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty-Five Hundred (\$2,500.00) Dollars, together with lawful interest and costs of suit.

SIXTY-SIXTH COUNT.

1. Plaintiff repeats paragraphs 1, 2 and 3 of the Sixty-Fifth Count, as though hereinafter set
40 forth at length, and makes them a part hereof.

Complaint.

4. On the aforesaid date of March 12, 1935, the said James F. Rickard, and the defendant did agree that the said Rickard should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said James F. Rickard should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 10

5. Said defendant did employ the said James F. Rickard, and the said James F. Rickard performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said James F. Rickard for work, labor and services rendered on the 7th day of each week from March 12, 1935 to date, although the said James F. Rickard has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services. 20 30

6. James F. Rickard has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit. 40

Complaint.

SIXTY-SEVENTH COUNT.

1. On March 12, 1935 and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

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2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Arthur E. Coughlin as a uniformed member of its paid Police Department.

20

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66,, P. L. 1934 (now found in R. S. 40:47-17 to regulate the employment of the said Arthur E. Coughlin so that said Arthur E. Coughlin should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said Arthur E. Coughlin one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency.

30

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Arthur E. Coughlin for more than six (6) days in any one (1) week to compensate the said Coughlin for the said extra day that it so employed him.

40

5. The said defendant did employ the said Arthur E. Coughlin, and the said Arthur E. Coughlin performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid

Complaint.

date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Coughlin days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Arthur E. Coughlin for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit. 10

7. The defendant, the City of Hoboken, has refused to compensate the said Arthur E. Coughlin for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Arthur E. Coughlin has made demand upon the defendant for compensation due to him. 20

8. Arthur E. Coughlin has assigned his cause of action against the City of Hoboken, and all rights thereunder to the Plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred (\$2,500.00) Dollars, together with lawful interest and costs of suit. 30

SIXTY EIGHTH COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the Sixty Seventh Count, as though hereinafter set forth at length, and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said Arthur E. Coughlin, and the defendant did agree that the said Coughlin should render services as a uniformed member of the Police De- 40

Complaint.

partment of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Arthur E. Coughlin, should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

10 5. Said defendant did employ the said Arthur E. Coughlin, and the said Arthur E. Coughlin performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Arthur E. Coughlin for work, labor and service rendered
20 on the 7th day of each week from March 12, 1935 to date, although the said Arthur E. Coughlin has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

30 6. Arthur E. Coughlin has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

SIXTY NINTH COUNT.

40 1. On March 12, 1935 and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and

Complaint.

existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Frank Hynes as a uniformed member of its paid Police Department. 10

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, P. L. 1934 (now found in R. S. 40:47-17) to regulate the employment of the said Frank Hynes so that said Hynes should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said Frank Hynes one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency. 20

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Frank Hynes for more than six (6) days in any one (1) week to compensate the said Hynes for the said extra day that it so employed him. 30

5. The said defendant did employ the said Frank Hynes, and the said Frank Hynes performed work, labor and services for, and on behalf and at the request of the defendant for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Hynes days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 40

Complaint.

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Frank Hynes for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

10 7. The defendant, the City of Hoboken, has refused to compensate the said Frank Hynes for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Frank Hynes has made demand upon the defendant for compensation due to him.

8. Frank Hynes has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

20 WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred (\$2,500.00) Dollars, together with lawful interest and costs of suit.

SEVENTIETH COUNT.

1. Plaintiff repeats paragraphs 1, 2 and 3 of the Sixty-ninth Count, as though hereinafter set forth at length, and makes them a part hereof.

30 4. On the aforesaid date of March 12, 1935, the said Frank Hynes, and the defendant did agree that the said Hynes should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Frank Hynes, should render services for a 7th day, defendant would
40 compensate him therefor at the reasonable value thereof.

Complaint.

5. Said defendant did employ the said Frank Hynes and the said Frank Hynes performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Frank Hynes for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said Frank Hynes has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services. 10

6. Frank Hynes has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff. 20

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

SEVENTY-FIRST COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey. 30

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Hugh Duffy as a uniformed member of its paid Police Department. 40

Complaint.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17) to regulate the employment of the said Hugh Duffy so that said Duffy should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said Hugh Duffy one day off for each extra day so served by him during the emergency, within 12 months (12) months after such emergency.

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Hugh Duffy for more than six (6) days in any one (1) week to compensate the said Duffy for the said extra day that it so employed him.

5. The said defendant did employ the said Hugh Duffy, and the said Hugh Duffy performed work, labor and services for, and on behalf and at the request of the defendant for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Duffy days off for each extra day served by him during any emergency within (12) months after such emergency.

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Hugh Duffy for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

Complaint.

7. The defendant, the City of Hoboken, has refused to compensate the said Hugh Duffy for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Hugh Duffy has made demand upon the defendant for compensation due to him.

8. Hugh Duffy has assigned his cause of action against the City of Hoboken, and all rights thereunder to the Plaintiff. 10

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) Dollars, together with lawful interest and costs of suit.

SEVENTY-SECOND COUNT. 20

1. Plaintiff repeats paragraphs 1, 2 & 3 of the Seventy First Count, as though hereinafter set forth at length, and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said Hugh Duffy, and the defendant did agree that the said Duffy should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Hugh Duffy should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 30

5. Said defendant did employ the said Hugh Duffy and the said Hugh Duffy performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 40

Complaint.

1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Hugh Duffy for work, labor and services rendered on the 7th day of each week from March 12, 1935, to date, although the said Hugh Duffy has made demand upon the defendant
10 for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

6. Hugh Duffy has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00), together with lawful interest and costs of suit.
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SEVENTY-THIRD COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Matthew D. Dempsey as a uniformed member of its paid Police Department.
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3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17) to regulate the employment of the said Matthew D. Dempsey so that said Dempsey should not work more than six (6) days
40 in any one week; except in cases of emergency,

Complaint.

and in case of such emergency, the defendant was under an obligation to give the said Matthew D. Dempsey one day off for each extra day so served by him during the emergency, within (12) months after such emergency.

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Matthew D. Dempsey for more than six (6) days in any one (1) week to compensate the said Dempsey for the said extra day that it so employed him. 10

5. The said defendant did employ the said Matthew D. Dempsey, and the said Matthew D. Dempsey performed work, labor and services for, and on behalf and at the request of the defendant for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Dempsey days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 20

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Matthew D. Dempsey for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit. 30

7. The defendant, the City of Hoboken, has refused to compensate the said Matthew D. Dempsey for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Matthew D. Dempsey had made demand upon the defendant for compensation due to him. 40

Complaint.

8. Matthew D. Dempsey has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

10 WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred (\$2,500.00) Dollars, together with lawful interest and costs of suit.

SEVENTY-FOURTH COUNT.

1. Plaintiff repeats paragraphs 1, 2 & 3 of the Seventy Third Count, as though hereinafter set forth at length, and makes them a part hereof.

20 4. On the aforesaid date of March 12, 1935, the said Matthew D. Dempsey, and the defendant did agree that the said Dempsey should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Matthew D. Dempsey should render services for a 7th day, defendant would compensate him therefore at the reasonable value thereof.

30 5. Said defendant did employ the said Matthew D. Dempsey and the said Matthew D. Dempsey performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Matthew D. Dempsey for work, labor and services rendered on the 7th day of each week from March 12, 1935, to date,
40 although the said Matthew D. Dempsey has made

Complaint.

demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

6. Matthew D. Dempsey has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff. 10

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00), together with lawful interest and costs of suit.

SEVENTY-FIFTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey. 20

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one George W. Bauman as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17) to regulate the employment of the said George W. Bauman so that said Bauman should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said George W. Bauman one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency. 30 40

Complaint.

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said George W. Bauman for more than six (6) days in any one (1) week to compensate the said Bauman for the said extra day that it so employed him.

5. The said defendant did employ the said George W. Bauman, and the said George W. Bauman performed work, labor and services for, and on behalf and at the request of the defendant for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Bauman days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said George W. Bauman for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

7. The defendant, the City of Hoboken, has refused to compensate the said George W. Bauman for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said George W. Bauman had made demand upon the defendant for compensation due to him.

8. George W. Bauman has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of

Complaint.

Twenty-five Hundred (\$2,500.00) Dollars, together with lawful interest and costs of suit.

SEVENTY-SIXTH COUNT.

1. Plaintiff repeats paragraphs 1, 2 and 3 of the Seventy-fifth Count, as though hereinafter set forth at length, and makes them a part hereof. 10

4. On the aforesaid date of March 12, 1935, the said George W. Bauman and the defendant did agree that the said Bauman should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said George W. Bauman should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 20

5. Said defendant did employ the said George W. Bauman, and the said George W. Bauman performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said George W. Bauman for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said George W. Bauman has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services. 30
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Complaint.

6. George W. Bauman has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

10 . WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

SEVENTY-SEVENTH COUNT.

1. On March 12, 1935, and at all times herein-after mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under any and by virtue of the laws of the State of New Jersey.

20 2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Patrick Kennedy as a uniformed member of its paid Police Department.

30 3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17), to regulate the employment of the said Patrick Kennedy so that said Kennedy should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said Patrick Kennedy one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency.

40 4. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Patrick Kennedy for more

Complaint.

than six (6) days in any one (1) week, to compensate the said Kennedy for the said extra day that it so employed him.

5. The said defendant did employ the said Patrick Kennedy, and the said Patrick Kennedy performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Kennedy days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 10

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Patrick Kennedy for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit. 20

7. The defendant, the City of Hoboken, has refused to compensate the said Patrick Kennedy for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Patrick Kennedy had made demand upon the defendant for compensation due to him. 30

8. Patrick Kennedy has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, the plaintiff demands judgment against th defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) Dollars, together with lawful interest and costs of suit. 40

Complaint.

SEVENTY-EIGHTH COUNT.

1. Plaintiff repeats paragraphs 1, 2 and 3 of the Seventy-seventh Count, as though hereinafter set forth at length, and makes them a part hereof.

10 4. On the aforesaid date of March 12, 1935, the said Patrick Kennedy and the defendant did agree that the said Kennedy should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Patrick Kennedy should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

20 5. Said defendant did employ the said Patrick Kennedy and the said Patrick Kennedy performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Patrick Kennedy for work, labor and service rendered on the 30 7th day of each week from March 12, 1935, to date, although the said Patrick Kennedy has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

40 6. Patrick Kennedy has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

Complaint.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

SEVENTY-NINTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

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2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Gus Cassirer as a uniformed member of its paid Police Department.

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3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17), to regulate the employment of the said Gus Cassirer so that said Cassirer should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said Gus Cassirer one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency.

30

4. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Gus Cassirer for more than six (6) days in any one (1) week to compensate the said Cassirer for the said extra day that it so employed him.

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Complaint.

5. The said defendant did employ the said Gus Cassirer, and the said Gus Cassirer performed work, labor and services for, and on behalf and at the request of the defendant for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said
10 defendant failed to give the said Cassirer days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Gus Cassirer for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of
20 March 12, 1935, to the institution of this suit.

7. The defendant, the City of Hoboken, has refused to compensate the said Gus Cassirer for work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Gus Cassirer had made demand upon the defendant for compensation due to him.

8. Gus Cassirer has assigned his cause of action against the City of Hoboken, and all rights
30 thereunder to the plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred (\$2,500.00) Dollars, together with lawful interest and costs of suit.

EIGHTIETH COUNT.

1. Plaintiff repeats paragraphs 1, 2 and 3 of the Seventy-ninth Count, as though hereinafter
40 set forth at length, and makes them a part hereof.

Complaint.

4. On the aforesaid date of March 12, 1935, the said Gus Cassirer and the defendant did agree that the said Cassirer should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided 10 that in the event the said Gus Cassirer should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

5. Said defendant did employ the said Gus Cassirer and the said Gus Cassirer performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for seven (7) days in 20 each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Gus Cassirer for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said Gus Cassirer has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services. 30

6. Gus Cassirer has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

Complaint.

EIGHTY-FIRST COUNT.

1. On March 12, 1935, and at all times herein-
after mentioned, the defendant, the City of Hobo-
ken, was a municipal corporation organized and
existing under and by virtue of the laws of the
State of New Jersey.
2. On the aforesaid date of March 12, 1935, and
at all times hereinafter mentioned, the defendant,
the City of Hoboken, did employ one George Fitz-
patrick as a uniformed member of its paid Police
Department.
3. It then and there became the duty of the de-
fendant, by virtue of the statute in such case
made and provided, Chapter 66, PL 1934 (now
found in RS 40:47-17), to regulate the employ-
ment of the said George Fitzpatrick so that said
Fitzpatrick should not work more than six (6)
days in any one week, except in cases of emer-
gency, and in case of such emergency, the defend-
ant was under an obligation to give the said
George Fitzpatrick one day off for each extra day
so served by him during the emergency, within
twelve (12) months after such emergency.
4. It then and there became the duty of the de-
fendant, by virtue of the statute in such case
made and provided, as aforesaid, in the event that
it employed the said George Fitzpatrick for more
than six (6) days in any one (1) week to compen-
sate the said George Fitzpatrick for the said extra
day that it so employed him.
5. The said defendant did employ the said
George Fitzpatrick, and the said George Fitzpat-
rick performed work, labor and services for, and
on behalf and at the request of the defendant for
seven (7) days in each week from the aforesaid

Complaint.

date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said George Fitzpatrick days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said George Fitzpatrick for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit. 10

7. The defendant, the City of Hoboken, has refused to compensate the said George Fitzpatrick for work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said George Fitzpatrick had made demand upon the defendant for compensation due to him. 20

8. George Fitzpatrick has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred (\$2,500.00) Dollars, together with lawful interest and costs of suit.

EIGHTY-SECOND COUNT. 30

1. Plaintiff repeats paragraph 1, 2 and 3 of the Eighty-first Count, as though hereinafter set forth at length, and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said George Fitzpatrick and the defendant did agree that the said Fitzpatrick should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week 40

Complaint.

should consist of six (6) days only. The agreement further provided that in the event the said George Fitzpatrick should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

- 10 5. Said defendant did employ the said George Fitzpatrick and the said George Fitzpatrick performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said George Fitzpatrick for work, labor and service rendered on the 7th
20 day of each week from March 12, 1935, to date, although the said George Fitzpatrick has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

6. George Fitzpatrick has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

- 30 WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

EIGHTY-THIRD COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the
40 State of New Jersey.

Complaint.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Richard A. Dorso as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17), to regulate the employment of the said Richard A. Dorso so that said Dorso should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said Richard A. Dorso one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency.

4. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Richard A. Dorso for more than six (6) days in any one (1) week to compensate the said Richard A. Dorso for the said extra day that it so employed him.

5. The said defendant did employ the said Richard A. Dorso, and the said Richard A. Dorso performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of the suit, and the said defendant failed to give the said Richard A. Dorso days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

6. It then and there became the duty of the defendant, the City of Hoboken, so compensate

Complaint.

the said Richard A. Dorso for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

- 10 7. The defendant, the City of Hoboken, has refused to compensate the said Richard A. Dorso for work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Richard A. Dorso had made demand upon the defendant for compensation due to him.

8. Richard A. Dorso has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

- 20 WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

EIGHTY-FOURTH COUNT.

1. Plaintiff repeats paragraph 1, 2 and 3 of the Eighty-third Count, as though hereinafter set forth at length, and makes them a part hereof.

- 30 4. On the aforesaid date of March 12, 1935, the said Richard A. Dorso and the defendant did agree that the said Dorso should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Richard A. Dorso should render services for a 7th day, defendant would compensate him therefor at the reasonable
40 value thereof.

Complaint.

5. Said defendant did employ the said Richard A. Dorso and the said Richard A. Dorso performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Richard A. Dorso for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said Richard A. Dorso has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

10

6. Richard A. Dorso has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the plaintiff.

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WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

EIGHTY-FIFTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

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2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Edward J. Burke as a uniformed member of its paid Police Department.

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Complaint.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17), to regulate the employment of the said Edward J. Burke so that said Burke should not work more than six (6) days
10 in any one week, except in cases of emergency, and in case of such emergency the defendant was under an obligation to give the said Edward J. Burke one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

4. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, as aforesaid, in the event
20 that it employed the said Edward J. Burke for more than six (6) days in any one (1) week to compensate the said Edward J. Burke for the said extra day that is so employed him.

5. The said defendant did employ the said Edward J. Burke, and the said Edward J. Burke performed work, labor and services for, and on behalf and at the request of the defendant for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this
30 suit, and the said defendant failed to give the said Edward J. Burke days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Edward J. Burke for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this
40 suit.

Complaint.

7. The defendant, the City of Hoboken, has refused to compensate the said Edward J. Burke for work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Edward J. Burke had made demand upon the defendant for compensation due to him. 10

8. Edward J. Burke has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

EIGHTY SIXTH COUNT. 20

1. Plaintiff repeats paragraph 1, 2, & 3 of the Eighty Fifth Count, as though hereinafter set forth at length, and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said Edward J. Burke, and the defendant did agree that the said Edward J. Burke should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Edward J. Burke should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 30

5. Said defendant did employ the said Edward J. Burke and the said Edward J. Burke performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for 40

Complaint.

seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Edward J. Burke for work, labor and service rendered on the 7th day of each week from March 12, 1935 to date, although the said Edward J. Burke has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

6. Edward J. Burke has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the Plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

EIGHTY SEVENTH COUNT.

1. On March 12, 1935 and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Geo. J. Schneider as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17) to regulate the employment of the said Geo. J. Schneider so that said

Complaint.

Schneider should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said Geo. J. Schneider one day off for each extra day so served by him during the emergency, within twelve (12) months after such emergency. 10

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Geo. J. Schneider for more than six (6) days in any one (1) week to compensate the said Geo. J. Schneider for the said extra day that it so employed him.

5. The said defendant did employ the said Geo. J. Schneider and the said Schneider performed work, labor and services for, and on behalf and at the request of the defendant for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Geo. J. Schneider days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 20

6. It then and there became the duty of the defendant, the city of Hoboken, to compensate the said Geo. J. Schneider for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit. 30

7. The defendant, the City of Hoboken, has refused to compensate the said Geo. J. Schneider for work, labor and services which he rendered to the said defendant, the City of Hoboken, al- 40

Complaint.

though the said Geo. J. Schneider had made demand upon the defendant for compensation due to him.

10 8. Geo. J. Schneider has assigned his cause of action against the City of Hoboken, and all rights thereunder to the Plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00), together with lawful interest and costs of suit.

EIGHTY EIGHTH COUNT.

20 1. Plaintiff repeats paragraph 1, 2, & 3 of the Eighty Seventh Count, as though hereinafter set forth at length, and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said Geo. J. Schneider, and the defendant did agree that the said Schneider should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said Geo. J. Schneider should render services for a 7th day,
30 defendant would compensate him therefor at the reasonable value thereof.

5. Said defendant did employ the said Geo. J. Schneider and the said Schneider performed work, labor and services for and on behalf, and at the request of the defendant, and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but
40 in violation of its agreement as aforesaid has failed to compensate the said Geo. J. Schneider

Complaint.

for work, labor and service rendered on the 7th day of each week from March 12, 1935 to date, although the said Geo. J. Schneider has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services. 10

6. Geo. J. Schneider has assigned his cause of action and all rights thereunder, against the City of Hoboken, to the Plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

EIGHTY NINTH COUNT. 20

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one John J. Culhane as a uniformed member of its paid Police Department. 30

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said John J. Culhane so that the said Culhane should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Culhane one 40

Complaint.

day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

10 4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said John J. Culhane for more than six (6) days in any one week to compensate the said Culhane for the said extra day it so employed him.

20 5. The said defendant did employ the said John J. Culhane and the said John J. Culhane performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Culhane days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

30 6. It then and there became the duty of the defendant the City of Hoboken, to compensate the said John J. Culhane for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit.

40 7. The defendant, the City of Hoboken, has refused to compensate the said John J. Culhane for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said John J. Culhane has made demand upon the defendant for compensation due to him.

Complaint.

8. John J. Culhane has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

NINETIETH COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the Eighty Ninth Count, as though hereinafter set forth at length and makes them a part hereof. 10

4. On the aforesaid date of March 12, 1935, the said John J. Culhane, and the defendant did agree that the said Culhane should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event John J. Culhane should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 20

5. Said defendant did employ the said John J. Culhane and the said John J. Culhane performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said John J. Culhane for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said John J. Culhane has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services. 30 40

Complaint.

6. John J. Culhane has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

10 WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

NINETY FIRST COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

20 2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one John Schneider as a uniformed member of its paid Police Department.

30 3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said John Schneider so that the said Schneider should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Schneider one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

40 4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it

Complaint.

employed the said John Schneider for more than six (6) days in any one week to compensate the said Schneider for the said extra day it so employed him.

5. The said defendant did employ the said John Schneider and the said John Schneider performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Schneider days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 10

6. It then and there became the duty of the defendant the City of Hoboken, to compensate the said John Schneider for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit. 20

7. The defendant, the City of Hoboken, has refused to compensate the said John Schneider for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said John Schneider has made demand upon the defendant for compensation due to him. 30

8. John Schneider has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

NINETY SECOND COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the Ninety First Count, as though hereinafter set forth at length and makes them a part hereof. 40

Complaint.

10 4. On the aforesaid date of March 12, 1935, the said John Schneider, and the defendant did agree that the said Schneider should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event John Schneider should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

20 5. Said defendant did employ the said John Schneider and the said John Schneider performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said John Schneider for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said John Schneider has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

30 6. John Schneider has assigned his cause of action against the City of Hoboken, and all rights there under to the plaintiff.

WHEEFORRE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

Complaint.

NINETY THIRD COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

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2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Walter Drew as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17) to regulate the employment of the said Walter Drew so that the said Drew should not work more than six (6) days in any one week, except in cases of emergency, and in case of such emergency, the defendant was under an obligation to give the said Drew one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

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4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said Walter Drew for more than six (6) days in any one week to compensate the said Drew for the said extra day it so employed him.

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5. The said defendant did employ the said Walter Drew and the said Walter Drew performed work, labor and services for and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said

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Complaint.

defendant failed to give the said Drew days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

10 6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Walter Drew for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

7. The defendant, the City of Hoboken, has refused to compensate the said Walter Drew for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Walter Drew has made demand upon the defendant for compensation due to him.

8. Walter Drew has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00), together with lawful interest and costs of suit.

30 NINETY-FOURTH COUNT.

1. Plaintiff repeats paragraphs 1, 2 & 3 of the Ninety-Third Count, as though hereinafter set forth at length and makes them a part thereof.

4. On the aforesaid date of March 12, 1935, the said Walter Drew, and the defendant did agree that the said Drew should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six

Complaint.

(6) days only. The agreement further provided that in the event Walter Drew should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

5. Said defendant did employ the said Walter Drew and the said Walter Drew performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Walter Drew for work, labor and services rendered on the 7th day of each week from March 12, 1935, to date, although the said Walter Drew has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services. 10 20

6. Walter Drew has assigned his cause of action against the City of Hoboken. and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00), together with lawful interest and costs of suit. 30

NINETY-FIFTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, 40

Complaint.

the City of Hoboken, did employ one John O'Toole as a uniformed member of its paid Police Department.

10 3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17) to regulate the employment of the said John O'Toole so that the said O'Toole should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said O'Toole one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

20 4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said John O'Toole for more than six (6) days in any one week to compensate the said O'Toole for the said extra day it so employed him.

30 5. The said defendant did employ the said John O'Toole and the said John O'Toole performed work, labor and services for and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said O'Toole days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

40 6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said John O'Toole for the reasonable value of the work, labor and services he rendered on the 7th

Complaint.

day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

7. The defendant, the City of Hoboken, has refused to compensate the said John O'Toole for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said John O'Toole has made demand upon the defendant for compensation due to him. 10

8. John O'Toole has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00), together with lawful interest and costs of suit. 20

NINETY-SIXTH COUNT.

1. Plaintiff repeats paragraphs 1, 2 & 3 of the Ninety-Fifth Count, as though hereinafter set forth and makes them a part thereof.

4. On the aforesaid date of March 12, 1935, the said John O'Toole and the defendant did agree that the said John O'Toole should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event John O'Toole should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 30

5. Said defendant did employ the said John O'Toole and the said John O'Toole performed work, labor and services for and on behalf, and at 40

Complaint.

the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said John O'Toole for work, labor and
 10 service rendered on the 7th day of each week from March 12, 1935, to date, although the said John O'Toole has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

6. John O'Toole has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

20 WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00), together with lawful interest and costs of suit.

NINETY-SEVENTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the
 30 State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Allan Mac Manus as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now
 40 found in RS 40:47-17) to regulate the employment

Complaint.

of the said Allan MacManus so that the said MacManus should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said MacManus one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency. 10

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said Allan MacManus for more than six (6) days in any one week to compensate the said MacManus for the said extra day it so employed him.

5. The said defendant did employ the said Allan MacManus and the said MacManus performed work, labor and services for and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said MacManus days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 20

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Allan MacManus for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit. 30

7. The defendant, the City of Hoboken, has refused to compensate the said Allan MacManus for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although 40

Complaint.

the said Allan MacManus has made demand upon the defendant for compensation due to him.

8. Allan MacManus has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

- 10 WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00), together with lawful interest and costs of suit.

NINETY-EIGHTH COUNT.

1. Plaintiff repeats paragraphs 1, 2 & 3 of the Ninety-Seventh Count, as though hereinafter set forth at length and makes them a part hereof.

- 20 4. On the aforesaid date of March 12, 1935, the said Allan MacManus, and the defendant did agree that the said MacManus should render services as a uniformed member of the Police Department of the defendant, and to be compensated as heretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event Allan MacManus should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

- 30 5. Said defendant did employ the said Allan MacManus and the said Allan MacManus performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Allan MacManus for work, labor and services rendered on the 7th
40 day of each week from March 12, 1935, to date, al-

Complaint.

though the said Allan MacManus has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

6. Allan MacManus has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff. 10

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00), together with lawful interest and costs of suit.

NINETY-NINTH COUNT.

1. On March 12, 1935, and at all times herinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey. 20

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Peter Sullivan as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17) to regulate the employment of the said Peter Sullivan so that the said Sullivan should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Sullivan one day off for each extra day so served by him dur- 30
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Complaint.

ing the emergency within twelve (12) months after such emergency.

10 4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said Peter Sullivan for more than six (6) days in any one week to compensate the said Sullivan for the said extra day it so employed him.

20 5. The said defendant did employ the said Peter Sullivan and the said Peter Sullivan performed work, labor and services for and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Sullivan days off for each extra day served by him during any emergency within twelve (1) months after such emergency.

30 6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Peter Sullivan for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

7. The defendant, the City of Hoboken, has refused to compensate the said Peter Sullivan for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Peter Sullivan has made demand upon the defendant for compensation due to him.

40 8. Peter Sullivan has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

Complaint.

WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00), together with lawful interest and costs of suit.

ONE HUNDREDTH COUNT.

1. Plaintiff repeats paragraphs 1, 2 & 3 of the Ninety-Ninth count, as though hereinafter set forth at length and makes them a part hereof. 10

4. On the aforesaid date of March 12, 1935, the said Peter Sullivan and the defendant did agree that the said Sullivan should render services as a uniformed member of the Police Department of the defendant, and to be compensated as heretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event Peter Sullivan should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 20

5. Said defendant did employ the said Peter Sullivan and the said Peter Sullivan performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Peter Sullivan for work, labor and services rendered on the 7th day of each week from March 12, 1935, to date, although the said Peter Sullivan has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services. 30 40

Complaint.

6. Peter Sullivan has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

10 WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00), together with lawful interest and costs of suit.

ONE HUNDRED FIRST COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

20 2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Raymond Condon as a uniformed member of its paid Police Department.

30 3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17) to regulate the employment of the said Raymond Condon so that the said Condon should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Raymond Condon one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

40 4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said Raymond Condon for more than

Complaint.

six (6) days in any one week to compensate the said Condon for the said extra day if so employed him.

5. The said defendant did employ the said Raymond Condon and the said Raymond Condon performed work, labor and services for and on behalf and at the request of the defendant for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Condon days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 10

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Raymond Condon for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit. 20

7. The defendant, the City of Hoboken, has refused to compensate the said Raymond Condon for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Raymond Condon has made demand upon the defendant for compensation due to him. 30

8. Raymond Condon has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty Five Hundred Dollars, (\$2,500.00) together with lawful interest and costs of suit. 40

Complaint.

ONE HUNDRED SECOND COUNT

1. Plaintiff repeats paragraphs 1, 2, & 3 of the One Hundred First Count, as though hereinafter set forth at length and makes them a part hereof.

10 4. On the aforesaid date of March 12, 1935, the said Raymond Condon, and the defendant did agree that the said Condon should render services as a uniformed member of the Police Department of the defendant, and to be compensated as heretofore, but that the work should consist of six (6) days only. The agreement further provided that in the event Raymond Condon should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

20 5. Said defendant did employ the said Raymond Condon and the said Raymond Condon performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Raymond Condon for work, labor and service rendered on the 7th
30 day of each week from March 12, 1935, to date, although the said Raymond Condon has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

6. Raymond Condon has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

40 WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of

Complaint.

Twenty Five Hundred Dollars, (\$2,500.00) together with lawful interest and costs of suit.

ONE HUNDRED THIRD COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey. 10

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Harry Sullivan as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said Harry Sullivan so that the said Sullivan should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Harry Sullivan one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency. 20 30

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said Harry Sullivan for more than six (6) days in any one week to compensate the said Sullivan for the said extra day it so employed him.

5. The said defendant did employ the said Harry Sullivan and the said Harry Sullivan per- 40

Complaint.

formed work, labor and services for and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Harry Sullivan days off for each extra day served
10 by him during any emergency within twelve (12) months after such emergency.

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Harry Sullivan for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

20 7. The defendant, the City of Hoboken, has refused to compensate the said Harry Sullivan for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Harry Sullivan has made demand upon the defendant for compensation due to him.

8. Harry Sullivan has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

30 WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty-five Hundred Dollars, (\$2,500.00) together with lawful interest and costs of suit.

ONE HUNDRED FOURTH COUNT.

1. Plaintiff repeats paragraphs 1, 2 and 3 of the One Hundred Third Count, as though herein-
after set forth at length and makes them a part
40 hereof.

Complaint.

4. On the aforesaid date of March 12, 1935, the said Harry Sullivan and the defendant did agree that the said Sullivan should render services as a uniformed member of the Police Department of the defendant, and to be compensated as heretofore, but that the work should consist of six (6) days only. The agreement further provided that in the event Harry Sullivan should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 10

5. Said defendant did employ the said Harry Sullivan and the said Harry Sullivan performed work, labor and services for and on behalf, and at the request of the defendant and on defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Harry Sullivan for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said Harry Sullivan has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services. 20 30

6. Harry Sullivan has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

Complaint.

ONE HUNDRED FIFTH COUNT

1. On March 12, 1935, and at all times herein-
after mentioned, the defendant, the City of Hobo-
ken, was a municipal corporation organized and
existing under and by virtue of the laws of the
State of New Jersey.

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2. On the aforesaid date of March 12, 1935,
and at all times hereinafter mentioned, the de-
fendant, the City of Hoboken, did employ one
Charles Garbarini as a uniformed member of its
paid Police Department.

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3. It then and there became the duty of the
defendant, by virtue of the statute in such case
made and provided, Chapter 66, PL 1934 (now
found in RS 40:47-17), to regulate the employ-
ment of the said Charles Garbarini so that the
said Garbarini should not work more than six (6)
days in any one week, except in cases of emer-
gency and in case of such emergency, the de-
fendant was under an obligation to give the said
Charles Garbarini one day off for each extra day
so served by him during the emergency within
twelve (12) months after such emergency.

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4. It then and there became the duty of the de-
fendant by virtue of the statute in such case made
and provided, as aforesaid, in the event that it
employed the said Charles Garbarini for more
than six (6) days in any one week to compensate
the said Garbarini for the said extra day it so
employed him.

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5. The said defendant did employ the said
Charles Garbarini and the said Charles Garbarini
performed work, labor and services for and on
behalf and at the request of the defendant, for
seven (7) days in each week from the aforesaid

Complaint.

date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Charles Garbarini days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Charles Garbarini for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit. 10

7. The defendant, the City of Hoboken, has refused to compensate the said Charles Garbarini for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Charles Garbarini has made demand upon the defendant for compensation due to him. 20

8. Charles Garbarini has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit. 30

ONE HUNDRED SIXTH COUNT.

1. Plaintiff repeats paragraphs 1, 2 and 3 of the One Hundred Fifth Count, as though hereinafter set forth at length, and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said Charles Garbarini and the defendant did agree that the said Gabarini should render serv- 40

Complaint.

ices as a uniformed member of the Police Department of the defendant, and to be compensated as heretofore, but that the work should consist of six (6) days only. The agreement further provided that in the event Charles Garbarini should render services for a 7th day, defendant would
10 compensate him therefor at the reasonable value thereof.

5. Said defendant did employ the said Charles Garbarini and the said Charles Garbarini performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but
20 in violation of its agreement as aforesaid has failed to compensate the said Charles Garbarini for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said Charles Garbarini has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

6. Charles Garbarini has assigned his cause of
30 action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

ONE HUNDRED SEVENTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hobo-
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Complaint.

ken, was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one John Coughlin as a uniformed member of its paid Police Department. 10

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17), to regulate the employment of the said John Coughlin so that the said Coughlin should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Coughlin one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency. 20

4. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said John Coughlin for more than six (6) days in any one week to compensate the said Coughlin for the said extra day it so employed him. 30

5. The said defendant did employ the said John Coughlin and the said John Coughlin performed work, labor and services for and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said John Coughlin days off for each extra day served by him during 40

Complaint.

any emergency within twelve (12) months after such emergency.

10 6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said John Coughlin for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

7. The defendant, the City of Hoboken, has refused to compensate the said John Coughlin for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said John Coughlin has made demand upon the defendant for compensation due to him.

20 8. John Coughlin has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

ONE HUNDRED EIGHTH COUNT.

30 1. Plaintiff repeats paragraphs 1, 2 and 3 of the One Hundred Seventh Count, as though hereinafter set forth at length and makes them a part hereof.

40 4. On the aforesaid date of March 12, 1935, the said John Coughlin and the defendant did agree that the said Coughlin should render services as a uniformed member of the Police Department of the defendant, and to be compensated as heretofore, but that the work should consist of six (6) days only. The agreement further provided that

Complaint.

in the event John Coughlin should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

5. Said defendant did employ the said John Coughlin, and the said John Coughlin performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said John Coughlin for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said John Coughlin has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

6. John Coughlin has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

ONE HUNDRED NINTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the de-

Complaint.

fendant, the City of Hoboken, did employ one Philip Gehm as a uniformed member of its paid Police Department.

10 3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17), to regulate the employment of the said Philip Gehm so that the said Gehm should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Gehm one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

20 4. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Philip Gehm for more than six (6) days in any one week to compensate the said Gehm for the said extra day it so employed him.

30 5. The said defendant did employ the said Philip Gehm and the said Philip Gehm performed work, labor and services for and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Philip Gehm days off for each extra day served by him during any emergency with twelve (12) months after such emergency.

40 6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Philip Gehm for the reasonable value of the

Complaint.

work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

7. The defendant, the City of Hoboken, has refused to compensate the said Philip Gehm for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Philip Gehm has made demand upon the defendant for compensation due to him. 10

8. Philip Gehm has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit. 20

ONE HUNDRED TENTH COUNT.

1. Plaintiff repeats paragraphs 1, 2 and 3 of the One Hundred Ninth Count, as though hereinafter set forth at length and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said Philip Gehm and the defendant did agree that the said Gehm should render services as a uniformed member of the Police Department of the defendant, and to be compensated as heretofore, but that the work should consist of six (6) days only. The agreement further provided that in the event Philip Gehm should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 30

5. Said defendant did employ the said Philip Gehm and the said Philip Gehm performed work, 40

Complaint.

10 labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to com-
pensate the said Philip Gehm for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said Philip Gehm has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

20 6. Philip Gehm has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

ONE HUNDRED ELEVENTH COUNT.

30 1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Thomas Bohan as a uniformed member of its paid Police Department.

40 3. It then and there became the duty of the defendant, by virtue of the statute in such case

Complaint.

made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17), to regulate the employment of the said Thomas Bohan so that the said Bohan should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Bohan one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency. 10

4. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Thomas Bohan for more than six (6) days in any one week to compensate the said Bohan for the said extra day it so employed him. 20

5. The said defendant did employ the said Thomas Bohan and the said Thomas Bohan performed work, labor and services for and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Thomas Bohan days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 30

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Thomas Bohan for the reasonable value of the work, labor and service he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

7. The defendant, the City of Hoboken, has refused to compensate the said Thomas Bohan for the work, labor and services which he rendered to 40

Complaint.

the said defendant, the City of Hoboken, although the said Thomas Bohan has made demand upon the defendant for compensation due to him.

10 8. Thomas Bohan has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

ONE HUNDRED TWELFTH COUNT.

20 1. Plaintiff repeats paragraphs 1, 2 and 3 of the One Hundred Eleventh Count, as though hereinafter set forth at length and makes them a part hereof.

30 4. On the aforesaid date of March 12, 1935, the said Thomas Bohan and the defendant did agree that the said Thomas Bohan should render services as a uniformed member of the Police Department of the defendant, and to be compensated as heretofore, but that the work should consist of six (6) days only. The agreement further provided that in the event Thomas Bohan should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

40 5. Said defendant did employ the said Thomas Bohan, and the said Thomas Bohan performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but

Complaint.

in violation of its agreement as aforesaid has failed to compensate the said Thomas Bohan for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said Thomas Bohan has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services. 10

6. Thomas Bohan has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit. 20

ONE HUNDRED THIRTEENTH COUNT.

*1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Richard Foley as a uniformed member of its paid Police Department. 30

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, Chapter 66, PL 1934 (now found in RS 40:47-17), to regulate the employment of the said Richard Foley so that the said Foley should not work more than six (6) days in 40

Complaint.

any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Foley one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

10

4. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Richard Foley for more than six (6) days in any one week to compensate the said Foley for the said extra day it so employed him.

20

5. The said defendant did employ the said Richard Foley and the said Richard Foley performed work, labor and services for and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Richard Foley days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

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6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Richard Foley for the reasonable value of the work, labor and service he rendered on the 7th day of each week from the aforesaid date of March 12, 1935, to the institution of this suit.

40

7. The defendant, the City of Hoboken, has refused to compensate the said Richard Foley for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Richard Foley has made demand upon the defendant for compensation due to him.

Complaint.

8. Richard Foley has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty-five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit. 10

ONE HUNDRED FOURTEENTH COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the One Hundred Thirteenth Count, as though hereinafter set forth at length and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said Richard Foley, and the defendant did agree that the said Richard Foley should render services as a uniformed member of the Police Department of the defendant, and to be compensated as heretofore, but that the work should consist of six (6) days only. The agreement further provided that in the event Richard Foley should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 20

5. Said defendant did employ the said Richard Foley, and the said Richard Foley performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Richard Foley for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the 30 40

Complaint.

said Richard Foley has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for the reasonable value of said work, labor and services.

- 10 6. Richard Foley has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars, (\$2,500.00) together with lawful interest and costs of suit.

ONE HUNDRED FIFTEENTH COUNT.

- 20 1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned the defendant, the City of Hoboken, did employ one John Moll as a uniformed member of its paid Police Department.

- 30 3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said John Moll so that the said Moll should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Moll one day off for each extra day so served by him during the emergency within
40 twelve (12) months after such emergency.

Complaint.

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said John Moll for more than six (6) days in any one week to compensate the said Moll for the said extra day it so employed him.

5. The said defendant did employ the said John Moll and the said John Moll performed work, labor and services for and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said John Moll days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

6. It then and there became the duty of the defendant the City of Hoboken, to compensate the said John Moll for the reasonable value of the work, labor and service he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit.

7. The defendant, the City of Hoboken, has refused to compensate the said John Moll for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said John Moll has made demand upon the defendant for compensation due to him.

8. John Moll has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty Five Hundred Dollars, (\$2,500.00) together with lawful interest and costs of suit.

Complaint.

ONE HUNDRED SIXTEENTH COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the One Hundred Fifteenth Count, as though hereinafter set forth at length and makes them a part hereof.

10 4. On the aforesaid date of March 12, 1935, the said John Moll, and the defendant did agree that the said John Moll should render services as a uniformed member of the Police Department of the defendant, and to be compensated as heretofore, but that the work should consist of six (6) days only. The agreement further provided that in the event John Moll should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

20 5. Said defendant did employ the said John Moll, and the said John Moll performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said John Moll for work, labor and service rendered on the 7th day of each week
30 from March 12, 1935, to date, although the said John Moll has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for reasonable value of said work, labor and services.

6. John Moll has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

40 WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum

Complaint.

of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

ONE HUNDRED SEVENTEENTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey. 10

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one Joseph Marnell as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said Joseph Marnell so that the said Marnell should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Marnell one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency. 20 30

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said Joseph Marnell for more than six (6) days in any one week to compensate the said Marnell for the said extra day it so employed him.

5. The said defendant did employ the said Joseph Marnell and the said Joseph Marnell per- 40

Complaint.

formed work, labor and services for and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Joseph Marnell days off for each extra day served by him
10 during any emergency within twelve (12) months after such emergency.

6. It then and there became the duty of the defendant the City of Hoboken, to compensate the said Joseph Marnell for the reasonable value of the work, labor and service he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit.

20 7. The defendant, the City of Hoboken, has refused to compensate the said Joseph Marnell for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Joseph Marnell has made demand upon the defendant for compensation due to him.

8. Joseph Marnell has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

30 WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty Five Hundred Dollars, (\$2,500.00) together with lawful interest and costs of suit.

ONE HUNDRED EIGHTEENTH COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the One Hundred Seventeenth Count, as though hereinafter set forth at length and makes them a part hereof.

40 4. On the aforesaid date of March 12, 1935, the said Joseph Marnell, and the defendant did agree

Complaint.

that the said Joseph Marnell should render services as a uniformed member of the Police Department of the defendant, and to be compensated as heretofore, but that the work should consist of six (6) days only. The agreement further provided that in the event Joseph Marnell should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 10

5. Said defendant did employ the said Joseph Marnell and the said Joseph Marnell performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Joseph Marnell for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said Joseph Marnell has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for reasonable value of said work, labor and services. 20

6. Joseph Marnell has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff. 30

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

ONE HUNDRED NINETEENTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Ho- 40

Complaint.

boken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

10 2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one John Monaco as a uniformed member of its paid Police Department.

20 3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said John Monaco so that the said Monaco should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Monaco one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

30 4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said John Monaco for more than six (6) days in any one week to compensate the said Monaco for the said extra day it so employed him.

40 5. The said defendant did employ the said John Monaco and the said John Monaco performed work, labor and services for and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said John Monaco days off for each extra day served by him

Complaint.

during any emergency within twelve (12) months after such emergency.

6. It then and there became the duty of the defendant the City of Hoboken, to compensate the said John Monaco for the reasonable value of the work, labor and service he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit. 10

7. The defendant, the City of Hoboken, has refused to compensate the said John Monaco for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said John Monaco has made demand upon the defendant for compensation due to him.

8. John Monaco has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff. 20

WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty Five Hundred Dollars, (\$2,500.00) together with lawful interest and costs of suit.

ONE HUNDRED TWENTIETH COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the One Hundred Nineteenth Count, as though herein-after set forth at length and makes them a part hereof. 30

4. On the aforesaid date of March 12, 1935, the said John Monaco, and the defendant did agree that the said John Monaco should render services as a uniformed member of the Police Department of the defendant, and to be compensated as heretofore, but that the work should consist of six (6) days only. The agreement further provided that 40

Complaint.

in the event John Monaco should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

10 5. Said defendant did employ the said John Monaco and the said John Monaco performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said John Monaco for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said John Monaco has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for reasonable value of said work, labor and services.

20 6. John Monaco has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

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ONE HUNDRED TWENTY FIRST COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

40 2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken, did employ one

Complaint.

George Otten as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said George Otten so that the said Otten should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Otten one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency. 10

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said George Otten for more than six (6) days in any one week to compensate the said George Otten for the said extra day it so employed him. 20

5. The said defendant did employ the said George Otten and the said George Otten performed work, labor and services for and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said George Otten days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 30

6. It then and there became the duty of the defendant the City of Hoboken, to compensate the said George Otten for the reasonable value of the work, labor and service he rendered on the 40

Complaint.

7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit.

10 7. The defendant, the City of Hoboken, has refused to compensate the said George Otten for work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said George Otten has made demand upon the defendant for compensation due to him.

8. George Otten has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

20 WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

ONE HUNDRED TWENTY SECOND COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the One Hundred Twenty First Count, as though hereinafter set forth at length and makes them a part hereof.

30 4. On the aforesaid date of March 12, 1935, the said George Otten, and the defendant did agree that the said George Otten should render services as a uniformed member of the Police Department of the defendant, and to be compensated as heretofore, but that the work should consist of six (6) days only. The agreement further provided that in the event George Otten should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

40 5. Said defendant did employ the said George Otten and the said George Otten performed work,

Complaint.

labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said George Otten for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said George Otten has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for reasonable value of said work, labor and services. 10

6. George Otten has assigned his cause of action against the City of Hoboken, and all rights thereunder to the Plaintiff. 20

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

ONE HUNDRED TWENTY THIRD COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey. 30

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken did employ one James Bufano as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant by virtue of the statute in such case made and provided Chapter 66, PL 1934, (now 40

Complaint.

found in RS 40:47-17) to regulate the employment of the said James Bufano so that the said James Bufano should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said
10 Bufano one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said James Bufano for more than six (6) days in any one week to compensate the said Bufano for the said extra day it so employed
20 him.

5. The said defendant did employ the said James Bufano and the said James Bufano performed work, labor and services for and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said James Bufano days off for each extra day served by him during any emergency within
30 twelve (12) months after such emergency.

6. It then and there became the duty of the defendant the City of Hoboken, to compensate the said James Bufano for the reasonable value of the work, labor and service he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit.

7. The defendant, the City of Hoboken, has refused to compensate the said James Bufano for
40 the work, labor and services which he rendered

Complaint.

to the said defendant, the City of Hoboken, although the said James Bufano has made demand upon the defendant for compensation due to him.

8. James Bufano has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

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WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty Five Hundred Dollars, (\$2,500.00) together with lawful interest and costs of suit.

ONE HUNDRED TWENTY FOURTH COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the One Hundred Twenty Third Count, as though hereinafter set forth at length and makes them a part hereof.

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4. On the aforesaid date of March 12, 1935, the said James Bufano, and the defendant did agree that the said James Bufano should render services as a uniformed member of the Police Department of the defendant, and to be compensated as heretofore, but that the work should consist of six (6) days only. The agreement further provided that in the event James Bufano should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

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5. Said defendant did employ the said James Bufano and the said James Bufano performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to

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Complaint.

compensate the said James Bufano for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said James Bufano has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for reasonable value of said work, labor and services.

6. James Bufano has assigned his cause of action against the City of Hoboken, and all rights thereunder to the Plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

20 ONE HUNDRED TWENTY FIFTH COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken did employ one John N. Lucy as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said John J. Lucy so that the said John J. Lucy should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Lucy, one

Complaint.

day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said John J. Lucy for more than six (6) days in any one week to compensate the said Lucy for the said extra day it so employed him. 10

5. The said defendant did employ the said John J. Lucy and the said John J. Lucy performed work, labor and services for and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said John J. Lucy days off for each extra day served by him during any emergency within twelve (12) months after such emergency. 20

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said John J. Lucy for the reasonable value of the work, labor and service he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit. 30

7. The defendant, the City of Hoboken, has refused to compensate the said John J. Lucy for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said John J. Lucy has made demand upon the defendant for compensation due to him.

8. John J. Lucy has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff. 40

Complaint.

WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty Five Hundred Dollars, (\$2,500.00) together with lawful interest and costs of suit.

ONE HUNDRED TWENTY SIXTH COUNT.

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1. Plaintiff repeats paragraphs 1, 2, & 3 of the One Hundred Twenty Fifth Count, as though hereinafter set forth at length and makes them a part hereof.

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4. On the aforesaid date of March 12, 1935, the said John J. Lucy, and the defendant did agree that the said John J. Lucy should render services as a uniformed member of the Police Department of the defendant, and to be compensated as heretofore, but that the work should consist of six (6) days only. The agreement further provided that in the event John J. Lucy should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

30

5. Said defendant did employ the said John J. Lucy and the said John J. Lucy performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said John J. Lucy for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said John J. Lucy has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for reasonable value of said work, labor and services.

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Complaint.

6. John J. Lucy has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit. 10

ONE HUNDRED TWENTY SEVENTH COUNT.

1. On March 12, 1935, and at all times herein-after mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken did employ one Michael P. Wladich as a uniformed member of its paid Police Department. 20

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said Michael P. Wladich so that the said Michael P. Wladich should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Wladich, one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency. 30

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided as aforesaid, in the event that it employed the said Michael P. Wladich for more 40

Complaint.

than six (6) days in any one week to compensate the said Wladich for the said extra day it so employed him.

10 5. The said defendant did employ the said Michael P. Wladich and the said Michael P. Wladich performed work, labor and services for and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Michael P. Wladich days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

20 6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Michael P. Wladich for the reasonable value of the work, labor and service he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit.

30 7. The defendant, the City of Hoboken, has refused to compensate the said Michael P. Wladich for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Michael P. Wladich has made demand upon the defendant for compensation due to him.

8. Michael P. Wladich has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

40 WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty Five Hundred Dollars, (\$2,500.00) together with lawful interest and costs of suit.

Complaint.

ONE HUNDRED TWENTY EIGHTH COUNT.

1. Plaintiff repeats paragraph 1, 2, & 3 of the One Hundred Twenty Seventh Count, as though hereinafter set forth at length and makes them a part hereof.

4. On the aforesaid date of March 12, 1935, the said Michael P. Wladich, and the defendant did agree that the said Michael P. Wladich should render services as a uniformed member of the Police Department of the defendant, and to be compensated as heretofore, but that the work should consist of six (6) days only. The agreement further provided that in the event Michael P. Wladich should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

5. Said defendant did employ the said Michael P. Wladich and the said Michael P. Wladich performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Michael P. Wladich for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said Michael P. Wladich has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for reasonable value of said work, labor and services.

6. Michael P. Wladich has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

Complaint.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

ONE HUNDRED TWENTY NINTH COUNT.

10 1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

20 2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken did employ one George Capelli as a uniformed member of its paid Police Department.

30 3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said George Capelli so that the said George Capelli should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Capelli, one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

40 4. It then and there became the duty of the defendant the City of Hoboken, to compensate the said George Capelli, for the reasonable value of the work, labor and service he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit.

Complaint.

7. The defendant, the City of Hoboken, has refused to compensate the said George Capelli for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said George Capelli has made demand upon the defendant for compensation due to him.

8. George Capelli has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff. 10

WHEREFORE, plaintiff demands judgment against defendant on this count in the sum of Twenty Five Hundred Dollars, (\$2,500.00) together with lawful interest and costs of suit.

ONE HUNDRED THIRTIETH COUNT.

1. Plaintiff repeats paragraph 1, 2, & 3 of the One Hundred Twenty Ninth Count, as though hereinafter set forth at length and makes them a part hereof. 20

4. On the aforesaid date of March 12, 1935, the said George Capelli, and the defendant did agree that the said George Capelli should render services as a uniformed member of the Police Department of the defendant, and to be compensated as heretofore, but that the work should consist of six (6) days only. The agreement further provided that in the event George Capelli should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof. 30

5. Said defendant did employ the said George Capelli and the said George Capelli performed work, labor and services for and on behalf, and at the request of the defendant and on the defend- 40

Complaint.

ant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said George Capelli for work, labor and service rendered on the 7th day of each week from March 12, 1935, to date, although the said George Capelli has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for reasonable value of said work, labor and services.

6. George Capelli has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff.

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

ONE HUNDRED THIRTY FIRST COUNT.

1. On March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken was a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. On the aforesaid date of March 12, 1935, and at all times hereinafter mentioned, the defendant, the City of Hoboken did employ one Thomas Cahill as a uniformed member of its paid Police Department.

3. It then and there became the duty of the defendant, by virtue of the statute in such case made and provided Chapter 66, PL 1934, (now found in RS 40:47-17) to regulate the employment of the said Thomas Cahill so that the said Thomas

Complaint.

Cahill should not work more than six (6) days in any one week, except in cases of emergency and in case of such emergency, the defendant was under an obligation to give the said Cahill, one day off for each extra day so served by him during the emergency within twelve (12) months after such emergency.

10

4. It then and there became the duty of the defendant by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said Thomas Cahill for more than six (6) days in any one (1) week to compensate the said Cahill for the said extra day that it so employed him.

5. The said defendant did employ the said Thomas Cahill, and the said Thomas Cahill performed work, labor and services for, and on behalf and at the request of the defendant, for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, and the said defendant failed to give the said Cahill days off for each extra day served by him during any emergency within twelve (12) months after such emergency.

20

6. It then and there became the duty of the defendant, the City of Hoboken, to compensate the said Thomas Cahill for the reasonable value of the work, labor and services he rendered on the 7th day of each week from the aforesaid date of March 12, 1935 to the institution of this suit.

30

7. The defendant, the City of Hoboken, has refused to compensate the said Thomas Cahill for the work, labor and services which he rendered to the said defendant, the City of Hoboken, although the said Thomas Cahill has made demand upon the defendant for compensation due to him.

40

Complaint.

8. Thomas Cahill has assigned his cause of action against the City of Hoboken, and all rights thereunder to the Plaintiff.

10 WHEREFORE, the plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred (\$2,500.00) Dollars, together with lawful interest and costs of suit.

ONE HUNDRED THIRTY SECOND COUNT.

1. Plaintiff repeats paragraphs 1, 2, & 3 of the One Hundred Thirty First Count, as though hereinafter set forth at length and makes them a part hereof.

20 4. On the aforesaid date of March 12, 1935, the said Thomas Cahill, and the defendant did agree that the said Thomas Cahill should render services as a uniformed member of the Police Department of the defendant, and to be compensated as heretofore, but that the work should consist of six (6) days only. The agreement further provided that in the event Thomas Cahill should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.

30 5. Said defendant did employ the said Thomas Cahill and the said Thomas Cahill performed work, labor and services for and on behalf, and at the request of the defendant and on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid has failed to compensate the said Thomas Cahill for work, labor and service rendered on the 7th day
40 of each week from March 12, 1935, to date, al-

Complaint.

though the said Thomas Cahill has made demand upon the defendant for said compensation due to him, and although the defendant is indebted to him for reasonable value of said work, labor and services.

6. Thomas Cahill has assigned his cause of action against the City of Hoboken, and all rights thereunder to the plaintiff. 10

WHEREFORE, plaintiff demands judgment against the defendant on this count in the sum of Twenty Five Hundred Dollars (\$2,500.00) together with lawful interest and costs of suit.

Wherefore plaintiff demands judgment against the defendant on all counts in the sum of Three Hundred Thirty Thousand Dollars (\$330,000.00) together with lawful interest and costs of suit. 20

ROTHBARD & TALISMAN,
Attorney for Plaintiff

NOTICE TO THE WITHIN NAMED DEFENDANT.

In case the within writ of summons and complaint are served upon you personally, then take notice that if you intend to make a defense to this action, you must file an affidavit of merits within ten days (10) from the date of service thereof upon you and must file your answer within twenty days (20) within such date of service and in default thereof judgment will be entered against you. 30

ROTHBARD & TALISMAN,
Attorneys for Plaintiff

40

Notice of Motion to Strike Out Complaint.

NEW JERSEY SUPREME COURT,

HUDSON COUNTY CIRCUIT.

10 HOBOKEN LOCAL NO. 2, NEW JER-
SEY STATE PATROLMENS BENEV-
OLENT ASSOCIATION, an unincor-
porated association, consisting
of more than 7 members,
Plaintiff,

vs.

20 CITY OF HOBOKEN, a municipal
corporation of the State of
New Jersey,
Defendant.

Action at Law.

Notice of
Motion to
Strike Out
Complaint.

*To Rothbard & Talisman,
Attorneys of Plaintiff,
1060 Broad Street,
Newark, New Jersey.*

Gentlemen:

30 TAKE NOTICE that on Friday, the 16th day of
February, 1945, at 10 o'clock in the forenoon, at
the Court House, Jersey City, New Jersey, I will
move before Hon. Henry E. Ackerson, Jr., Circuit
Court Judge as Supreme Court Commissioner,
to strike out the Complaint filed in the above en-
titled cause, on the ground that it discloses no
right or cause of action against the defendant
because—

40 (a) Chapter 66 of the Laws of 1935 of the State
of New Jersey, incorporated into Section

Notice of Motion to Strike Out Complaint.

40:47-17 of the Revised Statutes of New Jersey (1937), relied upon by the plaintiff to sustain its cause of action against the defendant, does not impose any legal obligation upon the defendant to compensate the plaintiff's assignors for their services as alleged in said Complaint. 10

- (b) The plaintiff has no right of action against the defendant because as an unincorporated association it has no legal capacity to hold personal property, or capacity to contract, and the assignments by the assignees to said plaintiff are therefore invalid and ineffective to sustain plaintiff's right of action against said defendant.

Dated: February 8, 1945. 20

Respectfully yours,

JOHN J. FALLON,
John J. Fallon,
Attorney of Defendant.

Service of a copy of the within Notice of Motion is hereby acknowledged this 8th day of February, 1945. 30

ROTHBARD & TALISMAN,
Attorneys of Plaintiff.

Memorandum.

NEW JERSEY SUPREME COURT,
HUDSON COUNTY.

10	HOBOKEN LOCAL No. 2, NEW JERSEY STATE PATROLMENS BENEVOLENT ASSOCIATION, an unincorporated association, consisting of more than 7 members, Plaintiff,	}	
	<i>vs.</i>		
20	CITY OF HOBOKEN, a municipal corporation of the State of New Jersey, Defendant.		

Memorandum.

ROTHBARD & TALISMAN, Esqs.,
Attorneys for Plaintiff.

JOHN J. FALLON, Esq.,
Attorney for Defendant.

ACKERSON, S. C. C.

30 Plaintiff, an unincorporated association, sues as the assignee of the claims of sixty-six members of the uniformed paid Police Department of the City of Hoboken for compensation alleged to be due to them for serving one day in each week, from March 12, 1935, to the institution of this action, in excess of the limitation of six days of service in any one week prescribed by RS 40:47-17.

Memorandum.

The statute (RS 40:47-17) provides as follows:

“The days of employment of uniformed members of any paid police department in any municipality * * * shall not exceed six days in any one week, but in case of an emergency the officer, board or other official having charge or control of all such police departments shall have full authority to summon and keep on duty any and all such officers during the period of the emergency, but within twelve months after such emergency each uniformed member of such police department shall be given a day off duty for each extra day so served by him during the emergency.” 10

The matter is presently before the court on defendant's motion to strike the complaint on the grounds of its alleged legal insufficiency, and because an unincorporated association has no legal capacity to hold personal property or to contract, and, therefore, the aforesaid assignments of claims to the plaintiff are invalid and ineffective to sustain this action. 20

Two theories for recovery are advanced to support each individual claim to compensation, and they are set forth in separate counts in the complaint. In other words, each assigned claim is set up in two separate counts. 30

In the first count respecting each of said claims, after stating the employment of the particular policeman from March 12, 1935, to the institution of this action, it is alleged that “by virtue of the statute” (RS 40:47-17) it became the duty of the defendant to regulate said employment in accordance therewith. It is then alleged that it also “became the duty of the defendant by virtue of 40

Memorandum.

the statute in such case made and provided, as aforesaid, in the event that it employed the said [policeman] for more than six (6) days in any one (1) week to compensate [him] for the said extra day that it so employed him." It is further alleged that the defendant employed the said policeman and that he performed services for the defendant "for seven (7) days in each week" during all of the aforesaid period, "and the said defendant failed to give [him] days off for each extra day served * * * during any emergency. It then and there became the duty of the defendant * * * to compensation the said [policeman] for the reasonable value of the * * * services he rendered on the 7th day of each week * * * as aforesaid, which has not been done.

Obviously the cause of action thus attempted to be asserted is predicated solely on the aforesaid statute. The question presented is: Does this statute give rise to a cause of action to the particular policeman because he was required or permitted to work more than the scheduled six days a week, and in case of an emergency was not given a day off for each extra day served during such emergency?

It is a well settled rule, that a person accepting a public office with a fixed salary is bound to perform the duties of the office for the salary. He cannot claim additional compensation for the discharge of these duties, even though the salary may be a very inadequate remuneration for the services. Nor does it alter the case that by subsequent statutes or ordinances his duties are increased and not his salary. His undertaking is to perform the duties of his office whatever they may be from time to time during his continuance in office for the compensation stipulated,

Memorandum.

—whether these duties are diminished or increased. Whenever he considers the compensation inadequate, he is at liberty to resign. *Evans vs. City of Trenton* 24 N. J. L. 764, 766; *State vs. Paterson*, 40 Id. 186; *Knight vs. Freeholders of Ocean*, 48 Id. 70; *Seymour vs. Orange*, 74 Id. 549. A policeman is a public officer within this rule. *Speck vs. Borough of Fairview*, 7 N. J. Misc. 410. 10

Plaintiff acknowledges this rule but claims that the aforesaid statute (R. S. 40:47-17) renders it inapplicable in the present case because, as stated in its brief, the intent of the legislature was to correct the mischief of the old rule whereby policemen could be required “to work for unusually lengthy periods without extra compensation,” and the statute, by defining the regular working time for such officers, authorizes recovery of compensation for overtime service. 20

The difficulty with this contention lies in a misconception of the purpose of the legislation in question. It was not designed, as plaintiff supposes, to increase the compensation of policemen for overtime service as in that type of statutes commonly referred to as “wages and hours” legislation but rather to protect the health and increase the efficiency of policemen by requiring time off for rest, pleasure and recreation. Therefore, the cases construing statutes fixing a minimum wage, or statutes providing for or permitting overtime pay, are not applicable to the situation before us. This statute relates exclusively to the health of the policemen and not to their compensation. That this is so is manifested by the fact that where overtime service is permitted in cases of emergency, the act does not provide for extra monetary compensation therefor, but instead provision is made for a day off for each 30 40

Memorandum.

extra day served during such emergency. This statute makes no provision for any other recompense and clearly does not provide that the municipality must compensate a policeman in money if he does not get his days off as required thereby. It gives no civil remedy or private right of action for overtime service. This statute clearly indicates, as already observed, that the sole purpose of its enactment was to provide for the health and efficiency of policemen. *Pericin vs. Denburg's Modern Bakery*, 130 N. J. L. 547, 33 Atl. (2d) 825. The case last cited is in point and controlling upon the proposition that the statute in question does not confer a right to compensation for overtime services. It is also authority for the proposition that, even if this count had not been based upon a supposed right conferred by statute, and excluding the averments to that end, the remaining allegations would not give rise to a cause of action under the common law for damages in *quasi contract* on a *quantum meruit* basis. However, the question of an implied contract on common law principles will be more fully and appropriately dealt with hereafter in considering plaintiff's second theory of recovery.

Turning now to the second count respecting the claim of each individual policeman, we find the pertinent averments to be as follows: "On the aforesaid date of March 12, 1935, the said [policeman], and the defendant did agree that" the latter "should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said [policeman] should render services for a 7th day, defendant would compensate

Memorandum.

him therefor at the reasonable value thereof." That services were rendered "on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid [defendant] has failed to compensate said [policeman] for 10 work, labor and service rendered on the 7th day of each week" during said period. It is not alleged, however, that any of the services performed on the seventh day of any week were rendered during an emergency.

The question presented by this pleading is whether, in view of the aforesaid statute (R. S. 40:47-17), the agreement of a municipality engaging and promising to pay for overtime services of the members of its police department can be enforced against it? 20

As already observed this statute provides that "the days of employment" of such policemen "shall not exceed six days in any one week" except in cases of emergency when a day off is allowed for each extra day served during such emergency. The presumption is that the word "shall" in a statute is used in an imperative and not in a directory sense. If a different interpretation is sought, it must rest upon something in the character of the legislation or in the context which justify a different meaning. *Haythorn vs. Van Keuren & Son*, 79 N. J. L. 101, 105; *State vs. Wilcox*, 2 N. J. Misc. 320. It was used in a mandatory or imperative sense in this statute which embodies the public policy of protecting the health and efficiency of regularly employed policemen. As was said by our Court of Errors and Appeals in the case of *John J. Carlin, Inc., vs. O'Connor*, 126 N. J. L. 243 at page 247, "Better working conditions for labor have always been a real concern 30 40

Memorandum.

of the legislature. Such, in fact, can be said to constitute a public policy of this state."

To effectuate this public policy in the case of regularly employed policemen, R. S. 40-47-17 places a definite limit on the authority of municipalities with respect to their employment. A municipality is without power to exceed the limitation upon continuous service therein fixed.

It is well settled that a municipal corporation can act only through its authorized agents, and that where the powers of the corporation or its agents are subjected by law to restrictions with respect to the subject matters of contract, or to restrictions as to the form and method of contracting that are limitations upon the power itself, the corporation cannot be held bound by either an express or implied contract in defiance of such restrictions. In such cases only a limited power is granted, and consequently an act done beyond the scope of such power is *ultra vires* and void. Jersey City Supply Co. *vs.* Jersey City, 71 N. J. L. 631, 633; Bourgeois *vs.* Freeholders of Atlantic, 82 Id. 82, 86, 87; Hackettstown *vs.* Swackhamer, 37 Id. 191; Ely *vs.* Newark, 76 Id. 532; Fletcher *vs.* B'd of Education, 85 Id. 1; McLean *vs.* Newark, 94 Id. 401; Potter *vs.* Metuchen, 108 Id. 447; Sleight *vs.* B'd of Education of Paterson, 10 N. J. Misc. 523; 38 Am. Jur. 182, § 506.

The case *sub judice* is different from a suit against a private corporation on a claim arising out of an *ultra vires* contract. The defendant in this case is a municipal corporation. The alleged agreements out of which the plaintiff's claims arise are *ultra vires*, not because of the provisions of some private charter, but because they violate the public policy of this state as expressed in the aforesaid statute. Eckert *vs.* West Orange, 90 N. J. L. 545 (at page 549). The evil aimed at by

Memorandum.

this statute is the confining work of policemen and its effect upon their health and efficiency, and the public policy expressed with respect thereto cannot be maintained by upholding contracts made in violation thereof. This is emphasized by contrasting the present situation with that involved in the case of John J. Carlin, Inc. *vs.* O'Connor, *supra* (see p. 247). 10

Where a contract is made by a municipal corporation which is not warranted by the statutory authority conferred upon it, the governing body of the corporation has at all times the right to treat the contract as void and to refuse compliance therewith. A reason frequently advanced in support of this rule is that since the powers of a municipal corporation are wholly statutory, every person who deals with such a body is bound to know the extent of its authority and the limitations on its powers. It is generally held that when a contract has been entered into by a municipal corporation with respect to a subject matter which was not within its corporate powers, or which it is authorized to make only under prescribed conditions, within prescribed limitations, or in a prescribed mode or manner, the corporation cannot be held liable on the contract regardless of whether the other party thereto has fully carried out his part of the agreement. The corporate powers of such a corporation cannot be extended by the doctrine of estoppel. 38 Am. Jur. 182, § 506; 38 Id. pp. 202, 203, 204, § 522; Hackettstown *vs.* Swackhamer, *supra*; Hill Dredging Co. *vs.* Ventnor City, 77 N. J. Eq. 467; Jersey City Supply Co. *vs.* Jersey City *supra*; Eckert *vs.* West Orange *supra*; Sleigh *vs.* B'd of Education of Paterson, *supra*. 20 30

Furthermore, the law will not permit recovery on a *quantum meruit* in a suit against a munici- 40

Memorandum.

pality where an express contract would be ultra vires. Recovery has frequently been allowed on a quantum meruit, where there has been some unimportant irregularity in the proceedings, or an innocent mistake as to some matter of fact. But the law will not raise an implied promise which would, as in this case, be in direct defiance of an act of the legislature. Otherwise this statute (RS 40:47-17), which applies to all municipalities alike, and represents a definite public policy, could be nullified by proof of the fact that the particular policeman had worked overtime and therefore was entitled to what such work was reasonably worth. It is a fallacy to argue that the law will raise an implied power to pay for the services after they have been rendered. The impediment to such a theory is that the municipal corporation has not the power to make the promise thus sought to be implied. *Eckert vs. West Orange, supra* (at p. 550). To hold otherwise in this case would amount to judicial repeal of a beneficent public policy established by legislative authority.

So, whether the plaintiff's claims are based upon the statute, or upon express or implied contract, they cannot be enforced for the reasons above expressed, and the complaint will, therefore, be stricken as frivolous because not setting forth a cause of action. The result thus reached makes it unnecessary to consider whether the assignments of the claims to the plaintiff are invalid and ineffective to sustain its right of action.

A form of order may be presented in accordance with the conclusion hereinabove expressed.

HENRY E. ACKERSON, JR.,
S. C. C.

Order Striking Out Complaint.

(Filed June 1, 1945.)

NEW JERSEY SUPREME COURT,

HUDSON COUNTY.

HOBOKEN LOCAL NO. 2, NEW JERSEY STATE PATROLMENS BENEVOLENT ASSOCIATION, an unincorporated association, consisting of more than 7 members,

Plaintiff,

vs.

CITY OF HOBOKEN, a municipal corporation of the State of New Jersey,

Defendant.

10

Order Striking
Out Complaint.

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This matter coming on to be heard on Motion of John J. Fallon, Attorney for the Defendant, to strike the Complaint on the ground that the same does not disclose a cause of action against the defendant, and in the presence of Rothbard & Talisman, Attorneys for Plaintiff; and the Court having read and considered the Complaint, and heard and considered the arguments of the Attorneys for the respective parties; and being of the opinion that the Complaint is frivolous and does not set forth a cause of action against the defendant and that it should be struck out;

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It is on this 29th day of May, 1945, on Motion of John J. Fallon, attorney for the defendant,

40

Order Striking Out Complaint.

ordered that the Complaint be, and the same hereby is, struck out because it fails to disclose a cause of action against the defendant, with costs to the defendant to be taxed.

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HENRY E. ACKERSON, JR.,
Supreme Court Commissioner.

Rule entered this 1st day of June, }
1945, on motion of }

JOHN J. FALLON,
John J. Fallon,
Attorney of Defendant.

20

30

40

Rule for Judgment Final.

(Filed September 13, 1945.)

NEW JERSEY SUPREME COURT,
HUDSON COUNTY CIRCUIT.

HOBOKEN LOCAL NO. 2, NEW JERSEY STATE PATROLMEN'S BENEVOLENT ASSOCIATION, an unincorporated association, consisting of more than 7 members,

Plaintiff,

vs.

CITY OF HOBOKEN, a municipal corporation of the State of New Jersey,

Defendant.

Action at Law.

Rule for
Judgment
Final.

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20

The complaint in this cause having been struck by order of this Court, dated May 29, 1945, on the ground that the same is frivolous and does not set forth the cause of action against the defendant.

IT IS THEREFORE ORDERED that judgment final be entered in favor of the defendant, City of Hoboken, a municipal corporation of the State of New Jersey, and against the plaintiff, Hoboken Local No. 2, New Jersey State Patrolmen's Benevolent Association, an unincorporated association, con-

40

Rule for Judgment Final.

sisting of more than 7 members, with costs to the defendant to be taxed.

THOMAS J. BROGAN,
C. J.

10 Entered on motion of—

JOHN J. FALLON,
John J. Fallon,
Attorney for Defendant.

Rule Actually Entered
September 13, 1945.

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30

40

Judgment.

NEW JERSEY SUPREME COURT,
HUDSON COUNTY CIRCUIT.

HOBOKEN LOCAL No. 2, NEW JERSEY STATE PATROLMEN'S BENEVOLENT ASSOCIATION, an unincorporated association, consisting of more than 7 members,

Plaintiff,

vs.

CITY OF HOBOKEN, a municipal corporation of the State of New Jersey,

Defendant.

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Action at Law.

Judgment for Defendant on Striking Out the Complaint.

John J. Fallon,
Attorney.

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Afterwards upon proceedings duly had according to the statute and the rules of Court, the motion of the Defendant to strike the Plaintiff's Complaint on the ground that the same disclosed no cause of action against the defendant, came on to be heard before HENRY E. ACKERSON, JR., Circuit Court Judge, sitting as Supreme Court Commissioner, and the Court having read and considered the Complaint, and heard and considered the arguments of the Attorneys for the respective parties; and being of the opinion that the Complaint is frivolous and does not set forth a cause of action against the Defendant, and the Court having ordered that said complaint be struck out because it fails to disclose a cause of action against the Defendant, with costs to the Defendant to be taxed.

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WHEREUPON it is adjudged that the complaint of the plaintiff be dismissed and that the defendant, City of Hoboken, a municipal corporation of the State of New Jersey do recover of the said plaintiff, Hoboken Local No. 2, New Jersey State Patrolmen's Benevolent Association, an unincorporated association, consisting of more than 7 members, its costs which have been taxed at the sum of fifty-two dollars and twenty-five cents.

Costs \$52.25

THOMAS J. BROGAN,
Chief Justice.

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Substitution of Attorney.

NEW JERSEY SUPREME COURT,

HUDSON COUNTY.

HOBOKEN LOCAL No. 2, NEW JERSEY STATE PATROLMENS BENEVOLENT ASSOCIATION, an unincorporated association, consisting of more than 7 members,

Plaintiff,

vs.

CITY OF HOBOKEN, a municipal corporation of the State of New Jersey,

Defendant.

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Substitution
of Attorney.

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We hereby consent to the substitution of Rothbard, Harris & Oxfeld as attorneys for the plaintiff in the above entitled matter and we authorize the Clerk of the Court to file same.

ROTHBARD & TALISMAN,
By SAMUEL L. ROTHBARD.

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Notice of Appeal.

NEW JERSEY SUPREME COURT,

HUDSON COUNTY.

10 HOBOKEN LOCAL NO. 2, NEW JERSEY STATE PATROLMENS BENEVOLENT ASSOCIATION, an unincorporated association, consisting of more than 7 members,

Plaintiff,

vs.

20 CITY OF HOBOKEN, a municipal corporation of the State of New Jersey,

Defendant.

Notice of
Appeal.

To John J. Fallon, Esq., Attorney for Defendant.

30 Plaintiff, Hoboken Local No. 2, New Jersey State Patrolmens Benevolent Association, an unincorporated association, consisting of more than 7 members, appeals from the final judgment dated September 13, 1945 on an order dated May 29, 1945, striking out the Complaint in the above entitled cause, to the Court of Errors and Appeals of New Jersey as the last resort in all causes.

ROTHBARD, HARRIS & OXFELD,
Attorneys for Plaintiff-Appellant.

Grounds of Appeal.

NEW JERSEY COURT OF ERRORS AND APPEALS.

HOBOKEN LOCAL NO. 2, NEW JERSEY STATE PATROLMENS BENEVOLENT ASSOCIATION, an unincorporated association, consisting of more than 7 members,
Plaintiff-Appellant,

vs.

CITY OF HOBOKEN, a municipal corporation of the State of New Jersey,
Defendant-Respondent.

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Grounds of
Appeal.

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*To John J. Fallon, Esq.,
Attorney for Defendant-Respondent,
City Hall,
Hoboken, New Jersey.*

The plaintiff-appellant states the following grounds of appeal:

1. That the complaint states a cause of action and should not have been stricken out by the trial court. 30

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Grounds of Appeal.

2. That the complaint is not frivolous and sets up questions of fact which should be tried by a jury.

ROTHBARD, HARRIS & OXFELD,
Attorneys for Plaintiff-Appellant.

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Service of a copy of the within Grounds of Appeal is hereby acknowledged this 27th day of March, 1946.

JOHN J. FALLON,
Attorney for Defendant-Respondent.

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New Jersey Court of Errors and Appeals

HOBOKEN LOCAL NO. 2, NEW JERSEY STATE PATROLMENS BENEVOLENT ASSOCIATION, an unincorporated association, consisting of more than 7 members,
Plaintiff-Appellant,

vs.

CITY OF HOBOKEN, a Municipal Corporation of the State of New Jersey,
Defendant-Respondent.

Action at Law.

On Appeal
from
New Jersey
Supreme Court,
Hudson County.

Sat Below:

Ackerson,
S.C.C.

BRIEF FOR PLAINTIFF-APPELLANT.

POINT I.

Under Revised Statutes 40:47-17, a member of the paid Police Department may maintain an action for compensation for days worked in excess of the time provided for by the afore-said statute.

The present action arises under Chapter 66 of the Laws of 1935, now incorporated into Section 40:47-17 of the Revised Statutes of New Jersey, wherein it is provided:

“The days of employment of uniformed members of any paid police department in any municipality * * * shall not exceed six days in any one week, but in case of an emergency the officer, board or other official having charge or control of all such police departments shall have full authority to summon

and keep on duty any and all such officers during the period of the emergency, but within twelve months after such emergency each uniformed member of such police department shall be given a day off duty for each extra day so served by him during the emergency."

In violation of the said statute, the City of Hoboken failed to limit the working days of the members of the uniformed paid police department of the City of Hoboken to six days a week. 66 members of the aforesaid police department of the City of Hoboken assigned their claims to the plaintiff, for compensation which they allege is due to them for serving one day in each week in excess of the limitation of six days' service prescribed by the foregoing statute. The period for which compensation is claimed goes back to March 12, 1935, the effective date of the statute. In the court below, defendant's motion to strike out the complaint on the ground that the same did not disclose a cause of action was granted, and the matter is now before this Honorable Court on appeal from that order. Each assigned claim is set up in two separate counts in the complaint, since each claim has two grounds for recovery, each ground of which is sufficient to warrant the recovery. The first ground is based upon the obligation imposed by the statute itself.

It is conceded as a general proposition that a person who accepts a public office with a fixed salary is bound to perform the *duties of the office* for the salary. *Evans v. Trenton*, 24 N. J. L. 764.

That rule is grounded upon the theory that: "The statutes of the Legislature and the ordinances of our municipal corporations seldom prescribe with much detail and particularity the duties annexed to public offices." *Evans v. Trenton*, *supra*.

Here, on the other hand, the statute above quoted prescribes with particularity as the regular duties of the office the performance of work not exceeding six days in one week. Where a policeman performs more than six days' duty in one week, he is clearly, under this statute, doing more than his regular duty. Thus, the reason for the rule assigned in the *Evans* case does not apply to the instant case, for here the statute specifically and particularly defines the regular working time of police officers. Under the well-recognized doctrine that "the reason for the rule having fallen, the rule also must fall", the doctrine of the *Evans* case and cases decided thereunder is no longer applicable to the facts of the instant case.

Furthermore, the Legislature, when it enacted the statute involved in this case, must have had some purpose in mind. We respectfully submit that the sole purpose which it could have had was to modify the rigorous rule of the *Evans* case, insofar as it might have been deemed to apply to police officers and to define, to the extent set forth in the statute, the regular duties of the office. It is the cardinal rule of statutory construction to ascertain and give effect to the intention of the Legislature as expressed in the statute. *Clarkson v. Ley*, 148 A. 745; *O'Neil v. Johnson*, 99 N. J. L. 317, 123 A. 538. And the ascertainment of the legislative intent requires, first, a consideration of the old law; secondly, the mischief; and, lastly, the remedy. *Stephenson v. Stephenson*, 102 N. J. Eq. 50, 139 A. 721.

Applying these tests to the case at bar, we find that the mischief was the liability of police officers to work for unusually lengthy periods without extra compensation; the old law recognized such liability to work without compensation and failed to fix the regular working time of police officers;

and the new law supplied that deficiency by defining the duties of the office insofar as regular working time was concerned.

This has been the trend of the authorities not only in our State but in other jurisdictions as well. In *McQuillin on Municipal Corporations*, Second Edition, Revised Vol. 2, Sec. 544, the earlier rule that officers will not be compensated for extra duty is first set forth and then there is indicated the exception to the rule.

§ 544 (525). Extra compensation. Where an officer performs duties imposed by law he is entitled to the compensation therefor fixed by law and no other. He is not entitled to extra compensation for services performed in the line of his official duty. The fact that the salary or compensation may be recognized as inadequate remuneration for the services enacted and actually performed does not change the rule. And the principle is the same although his duties are greatly increased. Courts everywhere recognize the necessity of protecting the public funds, and hence they will usually enforce the rule against permitting extra compensation either directly or indirectly, with appropriate strictness. While this principle is applied even in the absence of express prohibition, sometimes, extra compensation is expressly forbidden by law. Some state constitutions provide that the legislature shall have no power to grant, or to authorize any municipal authority to grant any extra compensation, fee or allowance to a public officer, agent, servant, or contractor, after service has been rendered, or a contract has been entered into and performed in whole or in part, and courts uniformly enforce such limitation.

“Extra compensation to the incumbent of an office or position in the municipal service cannot be based on a promise, contract, custom or usage, increase of duties, services

pertaining to the duties of the office or employment, doubtful implication, or by indirect methods, although provided by statute or ordinance, or charter provision. Laws seldom prescribe with much detail and particularity the duties relating to public office, and it requires but little ingenuity to run nice distinctions between what duties may and what may not be considered strictly official; and if these distinctions are much favored by the courts, it may lead to great abuse. 'Public policy requires that courts should not indulge in refinements too nicely drawn in the construction' of law relating to this matter, to the end that a particular service may be classed as non-official or extra official.

"Work outside of office hours ordinarily will not justify extra pay where the salary is definitely prescribed by law. Services performed by the officer outside of his official duties will not usually entitle the officer to additional compensation, but this is not always true. Knowledge on the part of the municipal authorities of the performance of extra service will not bind the local corporation to give additional pay.

"Sec. 545 (526). Extra pay may be allowed in some cases for the performance of additional services, but, of course, this must depend on the reasonable construction of the applicable law, the circumstances of the given case and the nature of the duties of the office or position."

Cited under that section is the case of *O'Boyle v. Detroit*, 131 Mich. 15, 90 N. W. 699, the facts of which seem closely analogous to those now before the Court. That case held that where a board of park commissioners under authority of the charter fixed the number of hours constituting a day's labor for park employees for which they were to be paid a certain amount per day, an employee with whom no express contract for wages

has been made is entitled to reasonable compensation for overtime.

Note that McQuillin sets forth as one of the important criteria to determine whether extra compensation may be paid "the reasonable construction of the applicable law." Applying that criterion to the case at bar, and reasonably construing Revised Statutes 40:47-17, we come to the inescapable conclusion that the Legislature intended reasonable compensation for extra work.

Defendant's counsel will undoubtedly argue that payment of extra compensation to public officers for additional work is against public policy. That contention is answered by *Wilmington v. Wolcott*, 12 Del. Ch. 379, 112 A. 703, in which an Act of the Legislature ratifying an ordinance providing for additional compensation to members of the Wilmington City Council for extra work done during their term of office was held constitutional. The Court, in sustaining the statute, pointed out that the members of the council had a just, moral, and equitable claim for such additional compensation.

It might be argued that plaintiff's claim for money damages must fall, because the statute does not, in terms, give police officers the right to money, but merely to time off. Defendant might further say that this right to time off duty could be enforced by certiorari or *mandamus*. However, a closer consideration of the statute will show that no such prerogative writ would lie; for the statute provides that "within twelve months after such emergency each uniformed member * * * shall be given a day off duty for each extra day so served by him during the emergency."

Thus the mandate of the statute is that the time off duty shall be granted within a year from the emergency. Any application for a writ made before the expiration of the year's time would thus be premature; and any application after a year would be too late for the Supreme Court to enforce the provisions of the statute, for it could not then order that time off be given within the maximum period limited by the Act.

Therefore, unless the statute be construed to confer a naked right without a corresponding legal remedy—which is a construction abhorrent to the law—it necessarily follows that a cause of action for the value of the extra services rendered arises under the facts of the case at bar.

The learned court, in its opinion below, stated that the statute in question could not be construed as “‘wages and hours’ legislation but rather to protect the health and increase the efficiency of policemen by requiring time off for rest, pleasure and recreation.” However, as we have argued above, the statute cannot accomplish that end because there is no effective method of securing the day off. Therefore, the only possible relief which the plaintiff can have is the claim for compensation. The learned court below relied upon the case of *Pericin v. Denburg's Modern Bakery*, 130 N. J. L. 547, 33 Atl. (2) 825, as authority for the proposition that the statute in this case was solely enacted to provide for the health and efficiency of policemen and cannot serve as the basis for a claim for compensation. We submit that the case stands for no such proposition. In that case, the statute involved was a penal statute and it provided for the method of recovering the penalties assessed by the Commissioner of Labor. As this Court pointed out in that case:

“Here we have a penal statute specifically providing that any person violating any of the provisions thereof shall be liable to a penalty of \$50 for the first offense and \$100 for each subsequent offense, which penalty shall be recovered in an action at law by and in the name of the Commissioner of Labor, which Act prescribes the nature of the pleadings, the execution of the judgment by levy against the goods and chattels and body of the violator, and also authorizes the Commissioner to file a bill in the Court of Chancery for an injunction to restrain violations of the Act.”

Obviously the remedy for violation of the statute was explicitly detailed and there could be no question that the specific remedy was the exclusive remedy. Apart from the law of statutory construction, the fact of the matter is that the remedy in the statute involved in the *Pericin* case was an adequate one since the violator of the statute was liable to increasing fines for subsequent offenses and also could be enjoined by the Court of Chancery. In the statute involved in the case at bar, there are no such remedies available and unless the action for compensation lies, the statute is rendered nugatory. We have made a careful search of the authorities and we have been unable to find a single case decided since the adoption of the statute involving police officers which would bar the right of recovery in the instant case.

The second counts of the complaint allege an express agreement between the City of Hoboken and each of the plaintiff's assignees to compensate the said assignee for the reasonable value of the additional work done. The learned court below held that the City of Hoboken could not make a contract to pay for the additional work done. However, the learned court again rested

its opinion so far as this feature of the case is concerned upon the same ground, namely, that the statute involved was a "health" statute and not a "wage and hour" statute. The answer to this contention is two-fold.

First, as we have argued above, the statute must be construed as wage and hour legislation or it becomes meaningless. Unless a claim for compensation can be predicated upon the statute, the statute describes an evil without giving a remedy. Second, even if the statute is a "health" statute, there is nothing to prevent the municipality, in furtherance of the purposes of the statute, from making a contract for additional compensation for extra days' work. During the war period, we have witnessed innumerable instances of cases where men, women and even children were allowed to work additional hours or at times when the declared public policy of the State was opposed to working so many hours or at such times of the day. Nevertheless, because of the emergency, this policy was relaxed. As a result of the relaxation of this policy, provision was made for additional compensation. Nothing can be more elementary than to state that as additional hours are worked per day or more days are worked per week, the extra time should have additional or greater compensation. The statute involved in the case at bar simply recognizes the fact that seven days a week were too many to be worked with efficiency and would inevitably tend to demoralize the spirit of the policemen. By providing for extra compensation, as a bonus for the seventh day, it attempted to solve this problem. The only citation necessary to determine this part of the controversy is the statute itself and we plainly submit to this Court that the statute permits the municipality to make the contract.

which plaintiff alleges the municipality made and which is admitted for the purposes of defendant's motion.

The recovery in the instant case may be based on an additional ground also, namely, that of recovery on *quantum meruit*, and the same is alleged in the complaint.

Recovery may be had against a municipality on an implied contract.

In *Wentink v. Passaic*, 66 N. J. L. 65, 48 A. 609, the court said:

"The implied assumpsit on which we reset our decision will arise against a public corporation as well as against an individual or a private corporation."

The *Wentink* case was cited with approval in *Gillan v. East Newark*, 7 N. J. Misc. 616, 146, A. 649, in which the court said:

"There can also be a recovery on a *quantum meruit* for work and materials furnished at the request of a municipality."

POINT II.

Plaintiff, an unincorporated association, may maintain this suit in its own name as assignee.

Under Revised Statutes 2:78-1, an association has the right to sue and to be sued in its own name "in any action or suit affecting its common property rights and liabilities."

If such association cannot hold property of any kind, of what effect is the statute giving it the

right to sue and be sued in matters "affecting its common property"?

True it is that such an association has not the powers of a corporation. It is not technically a legal entity. Its members have no immunity from personal liability. But it may institute actions in respect to its common property.

In *5 Corpus Juris*, Section 32, page 1343, it is stated:

"However, the members of a voluntary association may take and hold property, jointly as individuals, and accordingly a grant to an association by name may be construed as a grant to its members, and a gift to an association by name, if not impressed with any trust or charitable use, vests in the persons composing the society."

That is the situation here. A group of individuals, members of the plaintiff association, being possessed of valuable rights, decided to make a gift of those rights to all of the members to hold jointly. This was effected by assigning to the association. Since the association is not vested with the powers of a corporation (R. S. 2:78-5) at common law this suit could have been maintained only in the names of all its members as plaintiffs. But, by force of the statute (R. S. 2:78-1), the suit, being based upon claims now the common property of the association (*i. e.* now held jointly by all the members of the association) may be prosecuted in the name of the association.

See *Bank of Toronto v. Manufacturers' and Merchants' Fire Ass'n.*, 63 N. J. L. 5, 42 A. 761; *Altman v. Benz*, 27 N. J. E. 157; *Lamm v. Steen*, 226 Iowa 622, 284 N. W. 465, 121 A. L. R. 627.

Conclusion.

Wherefore, plaintiff-appellant submits that the complaint in the instant case is not frivolous but discloses a cause of action and that the order of the court below striking out the complaint should be reversed and set aside.

ROTHBARD, HARRIS & OXFELD,
Attorneys for Plaintiff-
Appellant.

EMIL OXFELD,
Of Counsel.

To be argued orally by EMIL OXFELD.

15 MAY T. 1946

New Jersey Court of Errors and Appeals

HOBOKEN LOCAL No. 2, NEW JERSEY
STATE PATROLMEN'S BENEVOLENT
ASSOCIATION, an unincorporated as-
sociation, consisting of more than
7 members,

Plaintiff-Appellant,

vs.

CITY OF HOBOKEN, a Municipal Cor-
poration of the State of New Jer-
sey,

Defendant-Respondent.

Action at Law.

On Appeal from
New Jersey
Supreme Court,
Hudson County.

Sat Below:

Ackerson,
S. C. C.

BRIEF FOR DEFENDANT-RESPONDENT.

Prefatory Statement.

Plaintiff, an unincorporated association, as assignee of the claims of sixty-six members of the uniformed paid Police Department of the City of Hoboken, brought suit against the City of Hoboken for compensation alleged to be due them for serving one day in each week, from March 12th, 1935 to the institution of this action, in excess of the limitation of six days of service in any one week prescribed by R. S. 40:47-17, which statute provides as follows:

"The days of employment of uniformed members of any paid police department in any municipality, including all paid uniformed police officers having supervision or regulation of traffic upon county roads, parks and parkways, shall not exceed six days in any one week, but in case of an emergency the officer, board or other official having

charge or control of all such police departments shall have full authority to summon and keep on duty any and all such officers during the period of the emergency, but within twelve months after such emergency each uniformed member of such police department shall be given a day off duty for each extra day so served by him during the emergency.”

The Defendant moved to strike out the complaint on the grounds that the Plaintiff had no right of action against the Defendant, and that the complaint disclosed no cause of action. The Court struck out the complaint on the ground that it was frivolous and therefore disclosed no cause of action. It did not pass upon the question as to whether the Plaintiff by reason of the assignments to it, had a right of action against the Defendant, deeming it unnecessary to do so by reason of its action in striking out the complaint because not disclosing a cause of action.

Judge Ackerson, as Supreme Court Commissioner in the Court below, who heard the Motion, filed the following memorandum in support of his Order striking out the complaint:

“Plaintiff, an unincorporated association, sues as the assignee of the claims of sixty-six members of the uniformed paid police department of the City of Hoboken for compensation alleged to be due to them for serving one day in each week, from March 12, 1935 to the institution of this action, in excess of the limitation of six days of service in any one week prescribed by R. S. 40:47-17.

The statute (R. S. 40:47-17) provides as follows:

‘The days of employment of uniformed members of any paid police department in any municipality, * * * shall not exceed six days in any one week, but in case of an emergency the officer, board or other official

having charge or control of all such police departments shall have full authority to summon and keep on duty any and all such officers during the period of the emergency, but within twelve months after such emergency each uniformed member of such police department shall be given a day off for each extra day so served by him during the emergency.'

The matter is presently before the court on defendant's motion to strike the complaint on the grounds of its alleged legal insufficiency, and because an unincorporated association has no legal capacity to hold personal property or to contract, and, therefore, the aforesaid assignments of claims to the plaintiff are invalid and ineffective to sustain this action.

Two theories for recovery are advanced to support each individual claim to compensation, and they are set forth in separate counts in the complaint. In other words each assigned claim is set up in two separate counts.

In the first count respecting each of said claims, after stating the employment of the particular policeman from March 12, 1935 to the institution of this action, it is alleged that 'by virtue of the statute' (R. S. 40:47-17) it became the duty of the defendant to regulate said employment in accordance therewith. It is then alleged that it also 'became the duty of the defendant by virtue of the statute in such case made and provided, as aforesaid, in the event that it employed the said (policeman) for more than six (6) days in any one (1) week to compensate (him) for the said extra day that it so employed him.' It is further alleged that the defendant employed the said policeman and that he performed services for the defendant 'for seven (7) days in each week' during all of the aforesaid period, 'and the said defendant failed to give (him) days off for each extra day served * * * during any emergency. It then and there became the duty of the defendant * * * to compensate the said (police-

man) for the reasonable value of the * * * services he rendered on the 7th day of each week * * *, as aforesaid, which has not been done.

Obviously the cause of action thus attempted to be asserted is predicated solely on the aforesaid statute. The question presented is: Does this statute give rise to a cause of action to the particular policeman because he was required or permitted to work more than the scheduled six days a week, and in case of an emergency was not given a day off for each extra day served during such emergency?

It is a well settled rule, that a person accepting a public office with a fixed salary is bound to perform the duties of the office for the salary. He cannot claim additional compensation for the discharge of these duties, even though the salary may be a very inadequate remuneration for the services. Nor does it alter the case that by subsequent statutes or ordinances his duties are increased and not his salary. His undertaking is to perform the duties of his office whatever they may be from time to time during his continuance in office for the compensation stipulated,—whether these duties are diminished or increased. Whenever he considers the compensation inadequate, he is at liberty to resign. *Evans vs. City of Trenton*, 24 N. J. L. 764, 766; *State vs. Paterson*, 40 *Id.* 186; *Knight vs. Freeholders of Ocean*, 48 *Id.* 70; *Seymour vs. Orange*, 74 *Id.* 549. A policeman is a public officer within this rule. *Speck vs. Borough of Fairview*, 7 N. J. Misc. 410.

Plaintiff acknowledges this rule but claims that the aforesaid statute (R.S. 40:47-17) renders it inapplicable in the present case because, as stated in its brief, the intent of the legislature was to correct the mischief of the old rule whereby policemen could be required 'to work for unusually lengthy periods without extra compensation', and the statute, by defining the regular working time of such officers, authorizes recovery of compensation for overtime service.

The difficulty with this contention lies in a misconception of the purpose of the legislation in question. It was not designed, as plaintiff supposes, to increase the compensation of policemen for overtime service as in that type of statutes commonly referred to as 'wages and hours' legislation, but rather to protect the health and increase the efficiency of policemen by requiring time off for rest, pleasure and recreation. Therefore, the cases construing statutes fixing a minimum wage, or statutes providing for or permitting overtime pay, are not applicable to the situation before us. This statute relates exclusively to the health of the policemen and not to their compensation. That this is so is manifested by the fact that where overtime service is permitted in cases of emergency, the act does not provide for extra monetary compensation therefor, but instead provision is made for a day off for each extra day served during such emergency. This statute makes no provision for any other recompense and clearly does not provide that the municipality must compensate a policeman in money if he does not get his days off as required thereby. It gives no civil remedy or private right of action for overtime service. This statute clearly indicates, as already observed, that the sole purpose of its enactment was to provide for the health and efficiency of policemen. *Pericin vs. Denberg's Modern Bakery*, 130 N. J. L. 547, 33 Atl. (2nd) 825. The case last cited is in point and controlling upon the proposition that the statute in question does not confer a right to compensation for overtime services. It is also authority for the proposition that, even if this count had not been based upon a supposed right conferred by statute, and excluding the averments to that end, the remaining allegations would not give rise to a cause of action under the common law for damages in quasi contract on a *quantum meruit* basis. However, the question of an implied contract on common law principles will be more fully and

appropriately dealt with hereafter in considering plaintiff's second theory of recovery.

Turning now to the second count respecting the claim of each individual policeman, we find the pertinent averments to be as follows: 'On the aforesaid date of March 12, 1935, the said (policeman) and the defendant did agree that' the latter 'should render services as a uniformed member of the Police Department of the defendant, and to be compensated as theretofore, but that the work week should consist of six (6) days only. The agreement further provided that in the event the said (policeman) should render services for a 7th day, defendant would compensate him therefor at the reasonable value thereof.' That services were rendered 'on the defendant's promise to pay for same for seven (7) days in each week from the aforesaid date of March 12, 1935, to the institution of this suit, but in violation of its agreement as aforesaid (defendant) has failed to compensate said (policeman) for work, labor and service rendered on the 7th day of each week' during said period. It is not alleged, however, that any of the services performed on the seventh day of any week were rendered during an emergency.

The question presented by this pleading is whether, in view of the aforesaid statute (R. S. 40:47-17), the agreement of a municipality engaging and promising to pay for overtime services of the members of its police department can be enforced against it?

As already observed this statute provides that 'the days of employment' of such policemen 'shall not exceed six days in any one week' except in cases of emergency when a day off is allowed for each extra day served during such emergency. The presumption is that the word 'shall' in a statute is used in an imperative and not in a directory sense. If a different interpretation is sought, it must rest upon something in the character of the legislation or in the context which justify a different meaning. *Haythorn vs. Van Keuren*

& Son, 79 N. J. L. 101, 105; *State vs. Wilcox*, 2 N. J. Misc. 320. It was used in a mandatory or imperative sense in this statute which embodies the public policy of protecting the health and efficiency of regularly employed policemen. As was said by our Court of Errors and Appeals in the case of *John J. Carlin, Inc. vs. O'Connor*, 126 N. J. L. 243 at page 247, 'Better working conditions for labor have always been a real concern of the legislature. Such, in fact, can be said to constitute a public policy of this state.'

To effectuate this public policy in the case of regularly employed policemen, R. S. 40: 47-17 places a definite limit on the authority of municipalities with respect to their employment. A municipality is without power to exceed the limitation upon continuous service therein fixed.

It is well settled that a municipal corporation can act only through its authorized agents, and that where the powers of the corporation or its agents are subjected by law to restrictions with respect to the subject matters of contract, or to restrictions as to the form and method of contracting that are limitations upon the power itself, the corporation cannot be held bound by either an express or implied contract in defiance of such restrictions. In such cases only a limited power is granted, and consequently an act done beyond the scope of such power is *ultra vires* and void. *Jersey City Supply Co. vs. Jersey City*, 71 N. J. L. 631, 633; *Bourgeois vs. Freeholders of Atlantic*, 82 *Id.* 82, 86, 87; *Hackettstown vs. Swackhamer*, 37 *Id.* 191; *Ely vs. Newark*, 76 *Id.* 532; *Fletscher vs. B'd of Education*, 85 *Id.* 1; *McLean vs. Newark*, 94 *Id.* 401; *Potter vs. Metuchen*, 108 *Id.* 447; *Sleight vs. B'd of Education of Paterson*, 10 N. J. Misc. 523; 38 Am. Jur. 182, §506.

The case *sub judice* is different from a suit against a private corporation on a claim arising out of an *ultra vires* contract. The defendant in this case is a municipal corporation. The alleged agreements out of which

the plaintiff's claims arise are *ultra vires*, not because of the provisions of some private charter, but because they violate the public policy of this state as expressed in the aforesaid statute. *Eckert vs. West Orange*, 90 N. J. L. 545 (at page 549). The evil aimed at by this statute is the confining work of policemen and its effect upon their health and efficiency, and the public policy expressed with respect thereto cannot be maintained by upholding contracts made in violation thereof. This is emphasized by contrasting the present situation with that involved in the case of *John J. Carlin, Inc. vs. O'Connor*, *supra* (see page 247).

Where a contract is made by a municipal corporation which is not warranted by the statutory authority conferred upon it, the governing body of the corporation has at all times the right to treat the contract as void and to refuse compliance therewith. A reason frequently advanced in support of this rule is that since the powers of a municipal corporation are wholly statutory, every person who deals with such a body is bound to know the extent of its authority and the limitations on its powers. It is generally held that when a contract has been entered into by a municipal corporation with respect to a subject matter which was not within its corporate powers, or which it is authorized to make only under prescribed conditions, within prescribed limitations, or in a prescribed mode or manner, the corporation cannot be held liable on the contract regardless of whether the other party thereto has fully carried out his part of the agreement. The corporate powers of such a corporation cannot be extended by the doctrine of estoppel. 38 Am. Jur. 182, §506; 38 *Id.* pp. 202, 203, 204, §522; *Hackettstown vs. Swackhamer*, *supra*; *Hill Dredging Co. vs. Ventnor City*, 77 N. J. Eq. 467; *Jersey City Supply Co. vs. Jersey City*, *supra*; *Eckert vs. West Orange*, *supra*; *Sleight vs. B'd of Education of Paterson*, *supra*.

Furthermore, the law will not permit recovery on a *quantum meruit* in a suit against a municipality where an express contract would be *ultra vires*. Recovery has frequently been allowed on a *quantum meruit*, where there has been some unimportant irregularity in the proceedings, or an innocent mistake as to some matter of fact. But the law will not raise an implied promise which would, as in this case, be in direct defiance of an act of the legislature. Otherwise this statute (R. S. 40:47-17), which applies to all municipalities alike, and represents a definite public policy, could be nullified by proof of the fact that the particular policeman had worked overtime and therefore was entitled to what such work was reasonably worth. It is a fallacy to argue that the law will raise an implied power to pay for the services after they have been rendered. The impediment to such a theory is that the municipal corporation has not the power to make the promise thus sought to be implied. *Eckert vs. West Orange, supra* (at page 550). To hold otherwise in this case would amount to judicial repeal of a beneficent public policy established by legislative authority.

So, whether the plaintiff's claims are based upon the statute, or upon express or implied contract, they cannot be enforced for the reasons above expressed, and the complaint will, therefore, be stricken as frivolous because not setting forth a cause of action. The result thus reached makes it unnecessary to consider whether the assignments of the claims to the plaintiff are invalid and ineffective to sustain its right of action.

A form of order may be presented in accordance with the conclusion hereinabove expressed."

It is from this Order and the Final Judgment entered thereon in favor of the Defendant, that the Plaintiff appeals.

POINT I.

The complaint does not disclose a cause of action, and the Order and Judgment of the Court below should be affirmed.

The Court below, as will be seen from its opinion set out above in full, correctly *held* that a public officer who receives a fixed salary must perform all the duties of his office for that salary, however inadequate, and cannot recover extra compensation, citing *Evans vs. City of Trenton*, 24 N. J. L. 764, 766; C. E. & A.; *State vs. Paterson*, 40 *Id.* 186; *Knight vs. Freeholders of Ocean*, 48 *Id.* 70; *Seymour vs. Orange*, 74 *Id.* 549, and that a policeman is a public officer within that rule—*Speck vs. Borough of Fairview*, 7 N. J. Misc. 410, and that the statute relied upon by the Plaintiff-Appellant was not intended to change that rule and entitle policemen to extra compensation if they did not receive their day off as therein provided; that the statute specifically provides what recompense they are to receive in that event, namely, a day off for every extra day served; that the statute gives no civil or private right of action for overtime service, and that its sole object is to provide for the health and efficiency of policemen and not to provide for extra compensation; furthermore, that the statute does not authorize the making by the municipality of an express contract for the payment of extra compensation, and that no implied contract could arise where the municipality had no power to make an express contract with relation to the subject matter.

As there is nothing that need be said in support of the opinion of the Court below, which accurately disposes of the contention made by the Plaintiff-Appellant under Point I of its brief, I rest my argument in relation to this point on the opinion of Judge Ackerson above set out.

POINT II.

Plaintiff, an unincorporated association, may not maintain this action in its own name as assignee, and therefore has no right of action against the Defendant.

The Plaintiff, in its associate name, claims as assignor. The complaint shows it is an unincorporated association. While Chapter 78, Section 2:78-1 of the Revised Statutes of New Jersey (1937) permits such associations to sue and be sued affecting its own property rights and liabilities, Section 2:78-5 of the same chapter specifically provides that nothing therein contained shall give any such organization or association any of the powers, or to impose any of the liabilities, of a corporation.

The general rules with respect to the disabilities of such unincorporated organizations to either hold real property or contract in its associate name, are set forth in 5 Corpus Juris, Section 32, page 343, and Section 35, page 345.

As to the right of such associations to take and hold either real or person property, it is said:

“§ 32. As to Taking and Holding Property
—a. In General. In the absence of any statute empowering it to do so, an unincorporated association, having no legal existence independent of the members who compose it, is ordinarily incapable, as an organization, of taking or holding either real or personal property in its associate name; and a conveyance to an unincorporated association ordinarily passes title to no one. So the subsequent incorporation of a voluntary association will not render it capable of recovering real property previously devised to it. However, the members of a voluntary association may take and hold property jointly as individuals, and accordingly a grant to an associ-

ation by name may be construed as a grant to its members, and a gift to an association by name, if not impressed with any trust or charitable use, vests in the persons composing the society. And an association may, through its officers or members, enter into a valid lease of premises for its use."

As to the capacity of such unincorporated organizations to contract, it is said in Section 35:

"§ 35. As to Contracts. In the absence of any statute expressly or impliedly authorizing an unincorporated association, as such, to enter into contracts in its associate name, it has no capacity to do so. However, officers of an association who make a contract in its name, and members of the association who assent to the contract so made, are personally bound thereby; and the contract is likewise binding on the other party thereto, and may be sued upon by the associate members; and, under some statutes, either by a duly authorized officer of the association or by the association itself in its own name.

Estoppel to deny contractual capacity. One who deals with an association as a legal entity capable of transacting business, and in consequence receives from it money or other thing of value, is estopped from denying its right to contract."

If such unincorporated bodies could hold property, either real or personal, including choses in action, and thus have the powers of corporations, there would be no necessity for having corporations in this state. The purpose of the statute allowing unincorporated associations to sue and be sued is merely to obviate the necessity of joining all of the members of the association as parties as theretofore required, for the enforcement of the individual property rights and liabilities of such members. See 5 Corpus Juris, page 1266, Section 106.

It should be remembered that at common law choses in action are not assignable, and that the right to assign such choses in action is purely a matter of statute in New Jersey, and that it was never the intention of the legislature in making such choses in action assignable, to permit an assignment thereof to an unincorporated body which had neither the power to hold property nor the power to contract in its associate name. The assignment thereof made to the Plaintiff is clearly invalid and confers no rights whatever upon the association as against the City, and the Plaintiff has theretofore no right of action against said Defendant.

Conclusion.

It is respectfully submitted that the Order and Judgment of the Court below striking out the complaint, be affirmed, with costs.

JOHN J. FALLON,
Attorney and Counsel of Defendant-
Respondent.





