

STATE OF NEW JERSEY
Department of Law and Public Safety
DIVISION OF ALCOHOLIC BEVERAGE CONTROL
NEWARK INTERNATIONAL PLAZA
U.S. Routes 1-9 (Southbound) Newark, N.J. 07114

BULLETIN 2319

April 26, 1979

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BULLETIN 2319

April 26, 1979

1. COURT DECISIONS - GENITO v. TEWKSBURY - DIRECTOR AFFIRMED.

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
A-1531-76

PASQUALE GENITO,
t/a WEATHERCOCK FARM,

Plaintiff-Appellant,

v.

TOWNSHIP COMMITTEE OF THE TOWNSHIP
OF TEWKSBURY,

Defendant-Respondent.

Argued - March 12, 1979 - Decided March 20, 1979.

Before Judges Pressler and King.

On appeal from the Division of Alcoholic Beverage
Control.

Mr. Stephen M. Offen argued the cause for appellant
(Messrs. Schachter, Wohl, Cohn & Trombadore, attorneys
for appellant).

Mr. Leonard A. Peduto argued the cause for respondent
(Mr. John J. Degnan, Attorney General of New Jersey,
attorney for respondent).

PER CURIAM

(Appeal from the Director's decision in Re Genito v. Tewksbury,
Bulletin 2246, Item 2. Director Affirmed. Opinion not
approved for publication by the Court Committee on Opinions).

2. COURT DECISIONS - FACES, INC. v. WEST ORANGE - DIRECTOR AFFIRMED.

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
A-2793-76

FACES, INC., t/a
CREATIONS, a corporation of
the State of New Jersey,

Appellant,

v.

MUNICIPAL BOARD OF ALCOHOLIC
BEVERAGE CONTROL OF THE TOWN OF
WEST ORANGE,

Respondent, Cross-Appellant.

Argued March 12, 1979 - Decided March 26, 1979.

Before Judges Fritz and Morgan.

On appeal from Division of Alcoholic Beverage Control,
Department of Law and Public Safety.

Mr. Barry D. Maurer argued the cause for appellant
(Messrs. Maurer & Maurer, attorneys).

Mr. Matthew J. Scola argued the cause for respondent,
cross-appellant.

PER CURIAM

(Appeal from the Director's decision in Re Faces, Inc.
v. West Orange, Bulletin 2310, Item 2. Director
affirmed. Opinion not approved for publication by
the Court Committee on Opinions).

3. APPELLATE DECISIONS - HAROLD BRACKETT & R H & H, INC. v. LODI.

Harold Brackett & R H & H, Inc.,	:	
t/a The Prince and the Pauper,	:	
	:	ORDER
Appellant,	:	DISMISSING
vs.	:	APPEAL
Mayor and Council of the Borough	:	
of Lodi,	:	
	:	
Respondent.	:	
	:	
.	:	

Zane Bouregy, Esq., Attorney for Appellant.
 Carbonetti & Di Maria, Esqs., by John Di Maria, Esq.,
 Attorneys for Respondent.

BY THE DIRECTOR:

Appellants appeal the action of the Mayor and Council of the Borough of Lodi which, by letter dated August 16, 1978, advised the appellants that they could not renew plenary retail consumption license issued to R H & H, Inc, because of the failure to timely apply for renewal of license.

Subsequent thereto, but prior to the filing of the within appeal, the appellant obtained the necessary authorization from the Director for the issuance of a new license upon failure to timely renew, pursuant to N.J.S.A. 33:1-12.18.

The matter was further exacerbated by the fact that the licensee corporation had its corporate franchise revoked, legal proceedings were ongoing concerning the adequacy of the possessory interest of appellant in the licensed premises, and an attempted person-to-person transfer from corporate appellant to individual appellant was intertwined therein. In this factual matrix, the Mayor and Council declined to act upon the application.

Upon the filing of the within appeal, the Director, by Order to Show Cause dated November 16, 1978, extended the subject license pending determination of the appeal.

Prior to the de novo hearing scheduled in this Division, the Mayor and Council advised that, in accordance with discussions with the Licensing Bureau of this Division, a procedure was formulated to resolve the various issues.

As a first step, the subject license was reissued to R H & H, Inc. as a new license on failure to timely renew. (Resolution No. 78-254 dated December 7, 1978). Thus, the within appeal has been rendered moot.

Accordingly, it is, on this 22nd day of January, 1979,

ORDERED that the action of the Mayor and Council on December 7, 1978 has rendered the within matter moot and the appeal be and is hereby dismissed; and it is further

ORDERED that my Order to Show Cause dated November 16, 1978, extending the subject license pending determination of the appeal, be and is hereby vacated.

JOSEPH H. LERNER
DIRECTOR

4. DISCIPLINARY PROCEEDINGS - FRONT - FAILURE TO HAVE PROPER BOOKS OF
ACCOUNT - LICENSE SUSPENDED FOR 30 DAYS - FINE PERMITTED.

In the Matter of Disciplinary
Proceedings against

Frank Power, Inc.,
t/a Columbia Cafe
304 Grove Avenue
National Park, N.J.

CONCLUSIONS

Holder of Plenary Retail Consump-
tion Lic. 0812-33-002-001, issued
by the Borough Council of the
Borough of National Park.

AND
ORDER

Novack and Trobman, Esqs., by Malcolm H. Trobman, Esq.,
Attorneys for Licensee.
Leonard A. Peduto, Esq., Deputy Attorney General, Appearing
for Division.

BY THE DIRECTOR:

The Hearer has filed the following report herein:

HEARER'S REPORT

Licensee pleaded "not guilty" to the following charges:

(1) In your short-form application dated May 27, 1976, and filed with the Borough Council of the Borough of National Park, upon which you obtained your current plenary retail consumption license, C-1, in answer to Question No. 11, you failed to state therein a change in facts in your last prior long-form application, viz., to show a change in answer from "No" to "Yes" to Question No. 27 in said long-form application which asks: "Has any individual, partnership, corporation or association, other than the applicant any interest, directly or indirectly, in the license applied for or in the business to be conducted under said license? _____ If so, state names, addresses and interest of such individuals, partnership, corporation or associations, " _____ and to show and disclose that Bernard Steinberg and Tannenbaum and Milask, Realtors, had such an interest, directly or indirectly, in the license applied for or in the business to be conducted under said license; such evasion and suppression of this material fact being in violation of N.J.S.A. 33:1-25.

(2) From on or about July 27, 1976, you knowingly aided and abetted said Bernard Steinberg and Tannenbaum and Milask Realtors to exercise, contrary to N.J.S.A. 33:1-26, the rights and privileges of your successive plenary retail consumption license; in violation of N.J.S.A. 33:1-52.

(3) From on or about October 1975 to date, you failed to have and keep a true book or books of account in connection with the operation and conduct of your licensed premises, viz., a record of all monies received, a record of the source of all monies received other than in the ordinary course of business, and a record of all monies expended from such receipts and the names of the persons receiving such monies and the purpose for which such expenditures were made; in violation of Rule 36 of State Regulation No. 20 (now N.J.A.C. 13:23.32).

From testimony and documents submitted into evidence, the following factual matrix emerges.

In early 1974, Frank and Lyn Power, husband and wife, approached Tannenbaum and Milask, business brokers dealing in bars and restaurants, with the view to acquiring a tavern. Frank was then employed in the industry, and was known to the brokers. Lyn was a housewife and mother at the time, but had prior experience as waitress and barmaid.

In May, 1974 they signed a contract to purchase the subject license, then owned by Spencer Mazzarelli, for \$87,000.00. Having no cash required for the down payment, the Powers borrowed \$8,750.00 from Tannenbaum and Milask who negotiated the transaction on their behalf.

Further necessary financing for acquisition and initial operating expenses was obtained for the Powers by Tannenbaum and Milask; including a first mortgage of \$50,000.00 placed with Peoples National Bank of New Jersey, a \$25,000.00 purchase money mortgage from the seller, and a \$21,000.00 personal loan from one Bernard Weiner. Phillip Tannenbaum and Max Milask, with their spouses, guaranteed the debts due to the Peoples National Bank and Bernard Weiner.

Frank and Lyn Power separated during the winter of 1974-75. Lyn continued to remain at home as mother and homemaker subsequent to the acquisition of the tavern. The tavern's business

was so poor that Frank actually abandoned it in June 1975. Lyn first became aware of it when she was telephoned by a barmaid stating that the doors were locked. The following week it was broken into, the stock and movable fixtures looted, and wiring, plumbing, fixtures and machinery were vandalized.

Lyn sought the advice and assistance of Tannenbaum and Milask. She met with Bernard Steinberg, office manager-accountant, and partner Tannenbaums' son-in-law. The brokers agreed to finance the cost necessary to repair and reopen the bar, under Lyn's supervision.

Funds were advanced as needed, and an employee (Joe Twardy) of Tannenbaum and Milask rendered all necessary expertise and assistance to guide it to its eventual re-opening. Lyn signed two notes, totally \$20,000.00 to secure the funds advanced. Additionally, she obtained monies from Gold Star Vending, Inc. which maintained machines on the premises. A \$4,000.00 note acknowledging part of the indebtedness was executed by Philip Tannenbaum to Gold Star. Commencing in August 1975, Bernard Steinberg conducted or supervised the financial affairs of the licensee corporation. He received and deposited the receipts and made disbursements, through the Tannenbaum and Milask bank account.

On March 15, 1976, Steinberg was elected Assistant Treasurer of the Corporation and authorized to sign checks drawn on the Corporation account. Thereafter, on April 13, 1976, a new Corporate checking account was opened with Steinberg and Lyn Power as authorized signers, and the monthly statements were mailed to Tannenbaum and Milask.

Lyn Power ceased active, day-to-day participation in the management of the tavern after a short time. She hired a manager in her place and obtained part-time employment in a local Orthodontist's office. She admitted that during this period the new manager sometimes went to Steinberg with problems that required resolution.

In August 1976, Lyn felt that it was necessary to leave New Jersey for personal reasons. She departed for North Carolina where she obtained employment, and did not return until November 1977.

On July 27, 1976, prior to her departure, she executed a Power of Attorney which conferred upon Steinberg (in part) the following powers:

- (1) collect and receive all sums of money due

and owing to Frank Power, Inc., and to make all necessary disbursements for operational expenses incurred by Frank Power, Inc.;

(2) make all purchases necessary for the operation of the business and enter into contracts for that purpose;

(3) file all tax reports required by state and/or federal law;

(4) file applications with the issuing authority for renewal of the plenary retail consumption license held by the corporation;

(5) defend against any suits or actions instituted against the corporation;

(6) engage and discharge employees;

(7) constitute, authorize or appoint any other individual to act as attorney for Lyn Power and Frank Power, Inc., and to revoke said appointment;

(8) pay "...all business obligations incurred or now existing" out of the proceeds or receipts derived from the operation of the business, in the discretion of the attorney; and

(9) sell the business pursuant to specified conditions.

(emphasis added) - I -

No testimony was introduced by the Division in support of its allegation (Charge No. Three), that the licensee failed to keep true books of account, etc., in violation of N.J.A.C. 13:2-23.32. At the conclusion of the Division's case the appellant moved to dismiss this charge and was joined by the Deputy Attorney General, who concurred. I, therefore, recommend that Charge No. Three be dismissed for failure to present any evidence in support of same.

- II -

This Division has consistently opposed the operation and/or management of a licensed establishment by a person acting under a power-of-attorney, duly executed by its owner, since its establishment over forty-four years ago.

Research has disclosed only a brief period when this policy was (slightly) relaxed. In the three published examples found, the licensees were in the Armed Forces of the United States during World War II and opinion letters were requested by attorneys attempting to confer this power upon a spouse or parent.

In Re Ladolardo, Bulletin 512, Item 1, the spouse was permitted to sign the application for renewal as attorney-in-fact. The then Commissioner, Alfred E. Driscoll, stated:

It is true that R.S. 33:1-25 provides that all applications shall be duly sworn to by each of the individual applicants, but in view of the fact that the licensee will be in military service for an indefinite period and perhaps not available to sign the application, I deem it sufficient compliance with R.S. 33:1-25 if the renewal application of such a licensee is signed and sworn to by an attorney-in-fact pursuant to power of attorney expressly conferring power to make application for such renewal license, provided that the attorney is fully qualified to hold a liquor license, except as to residence.

In any application for license made by the attorney-in-fact, the application must be made and signed in the name of the grantor of the power, viz., "Jerry_____, by Mary_____, Attorney-in-fact."

Copy of the power of attorney must be attached to each application for license and any license granted upon such application should be issued to the grantor (viz., "Jerry_____, Mary_____, Attorney-in-fact"), and not to the attorney (viz., "Mary_____" or "Mary_____, Attorney-in-fact for Jerry_____".)

In Re De Martini, Bulletin 527, Item 8, the spouse was permitted to complete negotiations and sign necessary documents for the sale and transfer of the license which was begun prior to the licensee's departure for military service. Commissioner Driscoll stated that the power-of-attorney must contain "(a) statement that the licensee-grantor has been or is about to be inducted into military service".

He further pointed out that the attorney must have all the necessary qualifications of a licensee except that of five year's residence in the State (since eliminated).

Lastly, he directed that the power of attorney be retained by him and a copy be filed with the Clerk of the local issuing authority. In addition, each of the applications filed by the attorney should have attached a copy of the power.

In Re Gastouts, Bulletin 557, Item 10, the attorney-in-fact was a non-citizen (citizenship was then a requirement to holding a license) and widow of the licensee who held same as executrix of the estate. The executrix intended to transfer the license to her son, who as a citizen qualified as a licensee, but was then in the armed forces of our country. The executrix wanted to act as her son's attorney-in-fact until he returned from the service.

Commissioner Driscoll stated that, since a recent amendment to the Alcoholic Beverage Law permitted applications for liquor license renewals to be made by an attorney-in-fact on behalf of an applicant in the Armed Forces of the United States, he would render a liberal interpretation in the interest of those licensees who were serving their country, and allow a non-citizen to act as attorney-in-fact under the guidelines he set forth previously in Re De Martini, Bulletin 527, Item 8.

The referred to amendment to the Alcoholic Beverage Law, N.J.S.A. 33:1-25 states that "(all) applications shall be sworn to by each of the applicants, except in the case of applicants in the military service of the United States whose applications may be signed in their behalf by an attorney-in-fact holding a power of attorney in form approved by the director,...".

The unusual circumstances which gave rise to this temporary relaxation of the requirements is obvious on its face and needs no further discussion. Just as obvious, is the fact that the circumstances which gave rise to the relaxation of the rule, no longer exists.

Under the cited examples, the attorney-in-fact was required to qualify in the same manner as a licensee and file the power with state and local Alcoholic Beverage Control authorities. This enabled his or her background to be thoroughly investigated to determine whether they were disqualified by reason of criminal conviction, multiple license ownership, prohibited other interest, or other acts which cast doubt upon their fitness or ability to act in the responsible manner expected of a licensee.

To permit an attorney-in-fact to act without prior disclosure and approval would create a loophole in our rules and regulations geared towards controlling a highly sensitive industry. It would provide a vehicle by which disqualified persons could control and/or operate a liquor license, which they could not otherwise do under the existing statutes and rules.

It has been the aim of Alcoholic Beverage Control legislation and rule making, supported by case law, to keep the ownership and management of licensed establishments wholly visible and subject to continuing scrutiny and relicensing requirements.

N.J.S.A. 33:1-26 serves to prevent the use of any otherwise legal or economic procedure whose effect would result in the exercise of control over an alcoholic beverage license by anyone other than a licensee. Thus, a lease clause which in any way provides for a restraint against transfer or for the reversion of a liquor license from its current to its former holder is deemed unenforceable. Rawlins v. Trevethan, 139 N.J. Eq. 226, 230-231 (Chan. Div. 1947); Lachow v. Alper, 130 N.J. Eq. 588, 590 (Chan. Div. 1942). Similarly, a liquor license has been held to be not amenable to a "farm-out", lease, partnership or concession agreement whereby supervision and control thereof was granted to an individual other than the licensee, In re Marra, Bulletin 222, Item 2; In re Epstein, Bulletin 240, Item 9; In re Laurence Brook Country Club, Bulletin 335, Item 6; In re Businessmen's Associates, Inc., Bulletin 348, Item 6; In re Kloufis and Misthos, Bulletin 396, Item 10.

Here, not only was the right or privilege to alienate, sell, transfer or otherwise dispose of the plenary retail consumption license held by Frank Power, Inc., effected by the delivery to Steinberg of the instrument in question, but so also was every other significant incident of authority attached thereto. Steinberg's powers with respect to the operation of the Columbia Cafe were plenary in character, without restriction or encumbrance.

In essence, the licensee abandoned its premises, abdicated its duties and surrendered control for a period of approximately 15 months. It did so in favor of a corporate officer who was not recorded as such in license renewal applications, but who enjoyed a peculiar dual status.

The purpose to be served by the installation of Steinberg and his accession to power is evident from the face of the

corporate resolution of July 27, 1976. Steinberg was to act "...in order to avoid foreclosure proceedings being taken against the corporation by reason of its default in payment of installments due on various fixed obligations of the corporation." The licensee corporation and its sole shareholder, Lyn Power, would not be the only persons whose interests would be imperiled in the event of a default and the initiation of foreclosure proceedings. Tannenbaum and Milask, as guarantors of certain loans extended to the licensee, were exposed to costly, contingent liabilities amounting in total to \$71,000.00, should both a mortgage default (Peoples National Bank) and a loan default (Weiner) occur. Tannenbaum and Milask could be subject to the loss of the \$20,000.00 borrowed by Lyn Power in 1975 and 1976 to renovate and restart the tavern business; as well as the return of cash advances made to Frank Power, Inc., during Steinberg's stewardship. All was dependent upon the licensee corporation being able to escape insolvency.

While Tannenbaum and Milask may not have had a direct beneficial economic interest in the classic sense (such as a contract right to a specified percentage of income or profits), their real estate agency was deeply involved in the financial affairs of Frank Power, Inc. In fact, Tannenbaum and Milask had invested more cash in the Columbia Cafe than had Lyn Power, the sole shareholder of the licensee corporation.

Steinberg, through the Power of Attorney, was to salvage the business, thereby securing these substantial cash outlays and protecting Tannenbaum and Milask from the prejudicial financial consequences of default. The vehicle for the extrication of Tannenbaum and Milask from the harm which would accrue upon the collapse of Frank Power, Inc., was the relationship created by the Power of Attorney. For, although Steinberg was an unsalaried Assistant Treasurer of the licensee corporation, he remained an employee of Tannenbaum and Milask, with full discretionary authority to sell the license and to spend the income derived from the operation of business to liquidate obligations as he saw fit.

What ensues is a Power of Attorney coupled with an important economic interest in the license. Accordingly, Tannenbaum and Milask transcended the simple status of broker, or of creditor, or of guarantor, by the insertion of its employee to supplant the licensee and to manage the Columbia Cafe.

I reject licensee's contention that a critical analysis of the Power of Attorney and other documents should and must

be based upon the testimony of the individuals who were involved with these documents to determine the meaning, intention of the parties, and the legal effect of the same as related to the parties. The subject document is written in a clear and concise manner and requires no further explanation. There are no ambiguities within it which could give rise to diverse interpretations.

Similarly, I reject as a defense the contention that very few of the enumerated powers were actually utilized by Steinberg. It is sufficient that they were granted and could have been used, not whether or not they were in fact used.

From the totality of the credible evidence, the conclusion is inescapable, and I so find, that Tannenbaum and Milask, Brokers, through Bernard Steinberg its employee, held an undisclosed interest in the business, and exercised the dominion and control associated with such interest.

Applying the firmly established principles to the proceedings sub judice, I am persuaded that the charges herein have been established by a fair preponderance of the credible evidence. Hence, I recommend that the licensee be found guilty of the said charges.

- III -

In establishing an appropriate penalty herein, I make the following observations. Our laws pertaining to undisclosed interest were formulated to prevent certain classes of individuals and organizations from exercising secret or prohibited interests in the liquor industry. From time-to-time, someone is ensnared who does not fall within the categories that the legislature desired to exclude from this most sensitive industry. This sometimes occurs in a financial distress situation, which is the underlying cause of the violation; not an intentional action to circumvent the statute.

Steinberg, Tannenbaum and Milask are individuals who would be qualified to hold or participate in the ownership of liquor licenses; indeed, both Milask and Tannenbaum were participants in ventures owning liquor licenses in New Jersey at the time of the hearing.

Clearly, there are appropriate custodial receivership and bankruptcy proceedings which could have effected, in essence, similar or identical step taken sub judice. They should have been followed, rather than the de facto self help remedy pursued.

All of the persons involved appear to be of good moral character who would not knowingly break the law. The manner in which Steinberg exercised the almost total authority granted to him by Lyn Power is above reproach. There is no evidence whatsoever that either Steinberg or the partnership of Milask and Tannenbaum acted in a manner detrimental to the interests of Lyn Power, who desperately needed expert assistance to save the tavern from a debacle resulting from Frank Power's abandonment of the business without notice to anyone.

Although these circumstances do not constitute a valid defense to the charges, they are grounds for mitigation in consideration of the penalty to be imposed. Therefore, I recommend the imposition of a suspension of license for the balance of its term and any renewal thereof, with leave granted to move for the lifting of the suspension, by Verified Petition to the Director, upon correction of the unlawful situation, but in no event less than thirty days after commencement of the suspension, since I consider there to be a merger of charges for penalty purposes.

CONCLUSIONS AND ORDER

No written Exceptions to the Hearer's Report were filed by the parties pursuant to N.J.A.C. 13:2-19.6.

Having carefully considered the entire record herein, including the transcript of the testimony, the exhibits and the Hearer's Report, I concur in the findings and recommendations of the Hearer and adopt them as my conclusions herein.

In lieu of exceptions, the licensee requested the opportunity to pay a fine, in compromise, in lieu of suspension of license, in accordance with N.J.S.A. 33:1-41. Good cause appearing, I shall grant the request.

Consideration for the said request was given to the fact that the licensee has submitted an affidavit establishing that the unlawful situation has been corrected, and, therefore, the licensee could resume active operation.

Accordingly, it is, on this 23rd day of January, 1979,

ORDERED that the payment of a \$1,500.00 fine by the licensee be and the same is hereby accepted in lieu of suspension of license for thirty (30) days.

JOSEPH H. LERNER
DIRECTOR

5. DISCIPLINARY PROCEEDINGS - LEWDNESS - IMMORAL ACTIVITY - LICENSE
SUSPENDED FOR 60 DAYS, LESS 12 FOR PLEA.

In the Matter of Disciplinary :
Proceedings against :

P. A. Lace, Inc. :
t/a The Palace Saloon :
691 Main Avenue :
Passaic, N.J. 07055 :

Holder of Plenary Retail Consump- :
tion Lic. 1607-33-096-001, issued :
by the Municipal Board of Alcoholic :
Beverage Control of the City of :
Passaic. :

.

Licensee, pro se.

CONCLUSIONS

AND
ORDER

BY THE DIRECTOR:

Licensee pleads non vult to a charge alleging that, on September 16, 1978 into September 17, 1978, it allowed lewdness and immoral activity in and upon its licensed premises, viz., permitting a female person to perform in an indecent manner in association with patrons and customers; in violation of N.J.A.C. 13:2-23.6.

Absent prior record, the license will be suspended for sixty days, with remission of twelve days for the plea entered, leaving a net suspension of forty-eight days.

Accordingly, it is, on this 11th day of January, 1979,

ORDERED, that Plenary Retail Consumption Lic. 1607-33-096-001, issued by the Municipal Board of Alcoholic Beverage Control for the City of Passaic, to P. A. Lace, Inc., t/a The Palace Saloon for premises 691 Main Avenue, Passaic be and the same is hereby suspended for forty-eight (48) days commencing 3:00 A.M. on Tuesday, January 23, 1979 and terminating 3:00 A.M. on Monday, March 12, 1979.

JOSEPH H. LERNER
DIRECTOR

6. STATE LICENSES - NEW APPLICATIONS FILED.

Anthony C. Terri
RD 1, Box 235
Kingwood-Locktown Rd., Kingwood Twp.
PO Stockton, New Jersey
Application filed April 20, 1979
for person-to-person transfer of
Plenary Winery License 3400-21-166-001
from B & B Vineyards, Inc.

Harrison Beverage Co.
503 Schwehm Building
Atlantic City, New Jersey (for mailing purposes only)
Application filed April 16, 1979
for person-to-person and place-
to-place transfer of State Beverage
Distributor's License 3400-19-200-001
from Atlantic Beverage-Atlantic City,
2001-19 Baltic Avenue, Atlantic City,
New Jersey.

Harrison Beverage Co.
503 Schwehm Building
Atlantic City, New Jersey (for mailing purposes only)
Application filed April 16, 1979
for person-to-person and place-
to-place transfer of State Beverage
Distributor's License 3400-190201-001
from Atlantic Beverage-Wildwood,
RD 273, Indian Trail, Burleigh, New Jersey.



Joseph H. Lerner
Director