

ering extra day, time and a half and double time to be paid this week.

General Road, 10-11-41 — straight \$2,113.37, time and half \$577.00, double \$27.20, total \$2,717.57.

Sidewalk, 10-11-41 — straight \$3.30, time and half \$27.52, double \$4.80, total \$35.62.

General (Airport) 10-11-41 — straight \$15.50, time and half \$17.90, total \$33.40.

Sewer, 10-11-41 — straight \$479.32, time and half \$10.57, total \$489.89.

Public Bldg., 10-11-41, straight \$7.38, time and half \$9.91, total \$17.29.

Motor Trans., 10-11-41 — straight \$60.98, time and half \$114.02, total \$175.00.

Incinerators, 10-11-41 — straight \$708.86, time and half \$470.59, double \$16.15, total \$1,195.60.

Park & Rec., 10-11-41 — time and half \$13.94, total \$13.94.

Water Board, 10-8-41 — straight \$350.62, time and half \$303.49, total \$654.11.

Zoological Park, 10-14-41 — time and half \$14.22, total \$14.22.

Lighting (Atwater), 10-15-41 — straight \$144.20, time and half \$28.80, double \$13.86; (Mistersky) 10-15-41 —

straight \$18.00, time and half \$11.88; (Traffic) 10-15-41 — time and half

\$18.81, double \$41.31, total \$276.86.

Very truly yours,  
F. M. McLAURY,  
Deputy City Controller.

Received and placed on file.

From the Corporation Counsel

September 26, 1941.

To the Honorable, the Common Council:

Gentlemen—We are returning herewith petition of Stella M. Chester (7804), wherein petitioner requests a partial refund and cancellation of special paving and sidewalk assessment taxes as paid, due to an intervening triangular strip of city-owned property adjoining a portion of Lot 4, Nardin Park Subdivision, at Burlingame and Belleterre Avenues.

The City Treasurer records show petitioner having paid special paving and sidewalk assessments in the following amounts:

**Street Paving Assessment**

Receipt No. A25660, part 1-2, amt. \$148.59, date April 20, 1932.

Receipt No. D11699, part 3, amt. \$78.84, Date, May 22, 1933.

Receipt No. D7779, part 4, amt. \$83.04, Date, June 12, 1934.

Receipt No. E39772, part 5, amt. \$87.24, Date, May 28, 1935.

Receipt No. A117297, part 6, amt. \$91.44, Date, June 8, 1936.

Receipt No. B77362, part 7-8, amt. \$159.81, part 9-10, amt. (not paid). Date, June 1, 1939.

**Sidewalk Assessment**

Receipt No. A25063, part 1, amt. \$18.00, Date, April 12, 1932.

Receipt No. A15386, part 2, amt. \$19.16, Date, April 25, 1933.

Receipt No. A6131, part 3, amt. \$20.25, Date, May 29, 1934.

Receipt No. E3192, part 4, amt. \$20.27, Date, May 24, 1934.

Total Sidewalk Assessment, \$77.68.

The attached map prepared by City Engineers Office shows a city-owned surplus triangular parcel of property located between the established southerly line of Burlingame Avenue, 50 feet wide, and adjoining westerly 86.43 feet of petitioner 121.08 feet of frontage on this thoroughfare. This strip of land was acquired by condemnation in opening Burlingame Avenue.

This petitioner's request is comparable to many cases wherein your Honorable Body has granted refunds of special assessments paid or cancellations of unpaid parts in view of decisions rendered by the Supreme Court of this state. The Supreme Court has held that wherever a strip of property intervenes between property of the person assessed and the street line as established, any special assessments so levied for either paving or sidewalk, are invalid, and inasmuch as petitioner's claim parallels cases already decided by the courts, she would be entitled to a refund of monies paid or a cancellation of any unpaid assessments, except such payments outlawed by statute of limitations. Also petitioner has agreed to waive any accumulated interest she may be entitled to.

In the majority of these cases wherever there is a surplus strip of property intervening between established street line, it would adjoin property owner's entire lot line, while in this instance, a portion or 34.65 feet of petitioner's lot abuts street, and should be assessed for paving and sidewalk for proportionate amount of original assessments, and should be deducted from any monies to be returned to petitioner.

In addition to above, this office has endeavored to dispose of this triangular strip of petitioner for \$50.00, which valuation was placed by the Board of Assessors. This amount is to be deducted from refund, which is agreeable to the petitioner.

The City Treasurer's books shows total payment for paving (Parts 1 to 8, both inclusive) in the amount of \$648.96 and \$77.68 for sidewalk assessments (Parts 1 to 4, both inclusive), or a total of \$726.64. On paving assessment, parts 1, 2, and 3, in the amount of \$227.43 and sidewalk assessments, parts 1 and 2 in the amount of \$37.16, or a total of \$264.59, petitioner would not be entitled to a refund in view of the statute of limitations having run against such payments. This would leave a total refund in the amount of \$462.05 to petitioner, except that

new paving assessment of \$197.62 and new sidewalk assessment of \$21.90, plus \$50.00, being Board of Assessors' value of strip land, the total of latter three items being \$269.52, should be deducted from the figure of \$462.05, leaving a net amount of \$192.53 to be refunded to petitioner. Also unpaid paving assessments, parts 9 and 10, will have to be cancelled.

Considering the above facts, and in view of action taken on other petitions comparable to this, we would recommend petitioner's request be granted.

Respectfully submitted,  
EDWARD A. WALINSKE,  
Director of Condemnation.

Approved:  
PAUL E. KRAUSE,  
Corporation Counsel.

By Councilman Dorais:

Resolved, That the City Controller be and he is hereby authorized and directed to draw his warrant upon the proper fund in the amount of \$192.53, being the net amount to be refunded covering street paving and sidewalk assessments levied against "Lot 4, Nardin Park Sub.", and further

Resolved, That the City Treasurer be and he is hereby authorized and directed to cancel parts 9 and 10 of the street paving assessment against said lot, and further

Resolved, That the City Controller be and he is hereby authorized and directed to execute to Stella M. Chester a quit-claim deed covering "all that part of lot 3 of Nardin Park Sub. on the N. W. Fraction  $\frac{1}{4}$  of Fractional Section 34 and the S. W. part of  $\frac{1}{4}$  Sec. 30 and west part of  $\frac{1}{4}$ , Sec. 31 of the 10,000 Acre Tract, T. 1 S., R. 11 E., Greenfield, Wayne County, Mich., as recorded in Liber 26, page 96 of plats of Wayne County Records, lying between the southerly line of Burlingame ave. 50 ft. wide, and the northerly line of lot 4 of above mentioned subdivision."

Adopted as follows:

Yeas—Councilmen Dorais, Garlick, Lodge, Sweeny, Van Antwerp, and the President—6.

Nays—None.

From the Corporation Counsel

October 21, 1941.

To the Honorable, the Common Council:

Re: Claim of City of Detroit vs. National Surety Company  
In Liquidation

Gentlemen—Permit us to advise that on August 22, 1939, you were advised by this office that the Liquidation Bureau of the State of New York, Insurance Department, in charge of National Surety Company in Liquidation, had offered to allow the claim of the City of Detroit in the sum of \$200,000.00, upon bond in the amount of \$500,000.00 given

jointly with five other depository bonds upon impounded deposits in the Union Guardian Trust Company in the amount of \$3,650,000.00; that the pro rata liability upon this bond, independent of off-set or pay-off by the Union Guardian Trust Company, is in the amount of \$424,430.83.

Upon recommendation the Council refused the offer of \$200,000 allowed claim and authorized the institution of necessary proceedings for the enforcement of full liability; also the employment of counsel in New York, James A. Beha, to represent the City in the enforcement of this claim in the City of New York.

The allowed claim has recently been fixed by the Supreme Court of New York in the amount of \$424,434.73; or the pro rata liability of this bond with other bonds totaling \$4,300,000.00 upon the deposit of \$3,650,000.00.

An appeal has been filed by both sides, with the understanding that the same will be withdrawn upon acceptance by the City of said allowed claim. The appeal, so far as the City is concerned, would represent the difference between the amount of the allowed claim and the face amount of the bond, or \$500,000.00, or, in actual cash, approximately, \$37,000.00. So far as the Liquidation Department is concerned, the question of the right of set-off of the premiums paid and to be paid by the Union Guardian Trust Company, together with the pro rata liability question, would be involved. The Liquidation Department at this time, can pay 53 per cent of the allowed claim and the judgment also includes interest from March 6, 1933, the date of filing claim, to June 1, 1934, the date of the Order of Liquidation of National Surety Company. This interest has been computed at \$31,536.07.

The contract authorized by your Honorable Body August 22, 1939, provided for the employment of Mr. Beha on a contingent fee basis, if the case were contested in Court, of 20 per cent upon the amount paid by the Liquidator upon allowed claim, with an allowed claim of \$200,000.00 as agreed upon in the first instance deducted.

We feel that the pro rata liability as fixed upon this bond by the Supreme Court of New York in the amount of \$424,434.73 should be accepted and that your Honorable Body should authorize the Corporation Counsel to execute such stipulations and releases as may be necessary to effect this settlement.

We, therefore, suggest the adoption of the following resolution.

Very truly yours,

PAUL T. DWYER,

Assistant Corporation Counsel.

Approved:  
PAUL E. KRAUSE,  
Corporation Counsel.