FINAL DRAFT
APPROVED BY LDC
BOARD 2/92

EXHIBIT C

HISTORIC PRESERVATION GUIDELINES

A. PREAMBLE

A.1 Foreword

The theaters which line both sides of 42nd Street between Seventh and Eighth Avenues are important for the quality and variety of their historic architecture and for their role in the social history of American entertainment. It is the ultimate goal of the 42nd Street Project to revitalize the theaters by the introduction of lively and viable forms of new entertainment. Part of the process for realizing this goal is to balance the economic and operating constraints that any new use may present against the other goals of the Project.

The Historic Preservation Program described in Section B is designed to promote the preservation, restoration and reconstruction of the historically significant elements of each theater. The Program is intended to further the following objectives:

- the development of architectural proposals that are appropriate to and consistent with the historic architecture of each theater and that respects the role each has played in the history of American entertainment;

- the preservation of significant design and architectural features that are found within the theaters' principal spaces and historic facades, including the existing spatial relationships;

- preservation or restoration or proper protection of the significant architectural features.

A.2 Description of the Theaters

A.2.1 The Times Square Theater

The Times Square Theater, constructed in 1920, was designed by the architects DeRosa and Pereira. It was designed to share the 42nd Street facade with the Apollo Theater. Six colossal columns form the central element of the upper story of the neo-classical facade. The colonnade is flanked by wings

with large rounded Adam style windows. The ground floor was designed as a plinth for the colonnaded wings.

The interior of the Times Square Theater, originally designed for movies and vaudeville and subsequently used for legitimate theater and, most recently, movies again, is well preserved. The delicate decor is Adamesque throughout. Notable features include a flattened proscenium arch crowned by a cartouche and a flat ceiling arch supported by pilasters which also frame the boxes. The boxes are crowned by hemispherical canopies. The upper lobby is quite fine and consistent in decorative treatment with other interior spaces.

A.2.2 The Apollo Theater

The Apollo Theater, designed by DeRosa and Pereira, was built in 1920. Its 42nd Street facade is incorporated into that of the Times Square Theater (see above).

Like the Times Square, the Apollo interior, also originally designed for movies and legitimate theater, is Adamesque in style and is largely intact. It was most recently renovated in 1979. The proscenium arch, flat ceiling dome and ceiling arch are all notable. The side boxes, which are framed by arches on columns, form a dramatic Palladian motif.

A.2.3 The Lyric Theater

The Lyric Theater, designed by V. Hugo Koehler and built by the Shubert Organization between 1902 and 1904, offers an unusually fine facade on 43rd Street designed in a free, ornate Beaux-Arts style which remains largely intact. Little of the original interior remains.

A.2.4 The Selwyn Theater

The Selwyn Theater was designed by George Keister, and built by the Selwyn family between 1917 and 1919 for legitimate theater. It was converted to movie use in 1933. The Beaux-Arts style 42nd Street facade remains largely intact and is an interesting example of a mixed use (office and theater) facade. The 43rd Street facade is much more modest than that of 42nd Street, but does include a fine entrance with garlands.

Although some architectural interior elements, notably the murals painted by Reginald Marsh, have been lost to time, the Adamesque decoration which remains is quite fine.

A.2.5 The Victory Theater

The Victory Theater was designed by J.B. McElfatrick in 1899 for Oscar Hammerstein. It functioned as a legitimate theater until 1931, when it was converted to burlesque. It became a movie house in 1942. It has an interesting Italian Renaissance style palazzo facade, although it has been altered over time. The loss of the attic story and turrets, as well as the removal of the original entrance with its exterior stair has lessened the facade's impact. However, important architectural elements remain. For instance, the central door (which has been converted to a window) on the piano nobile, the flanking windows with pedimented heads and the bull's-eye windows survive today, though in somewhat deteriorated condition.

The interior of the Victory is one of the finest in the area. It is the oldest surviving theater on 42nd Street and the only one typical of 19th century theater design. The interior was redesigned for David Belasco in 1902 in the First Empire style. The architecturally significant 1902 interior remains well preserved today. Among the more notable features of the theater are: the boxes, the three-wreath cornices above the boxes, the flat dome and its decorated drum, and the upper side wall panels.

A.2.6 The Liberty Theater

The Liberty Theater was designed in 1902-1905 by Herts and Tallant, the same architects who designed the New Amsterdam Theater. It functioned as a musical comedy theater, and later a movie house. The original distinguishing details of the 42nd Street facade of the Liberty Theater -- a three story single bay elevation with an attic arch and a good cornice crowned by a spread eagle -- have been destroyed at the upper level. The portions of the lower two floors of the facade that are visible appear to be largely intact. On the 41st Street facade, the high blind arcade and gallery attic above, both in fine brick work, form an unusually good rear Theater facade, and as such contribute to the theatrical character of the area.

The Liberty Theater interior was designed in the early French Renaissance style and contains some very fine and unusual features. Most notable are the grand proscenium entablature and the richly carved arches on the side walls over the boxes. The central dome is surrounded by rhomboid coffers and a unique painted asbestos curtain hangs on the stage.

B. HISTORIC PRESERVATION PROGRAM

As used in this Historic Preservation Program, the terms "Preservation", "Restoration", "Reconstruction" and "As Needed"

shall have the following meanings:

"Preservation" or "Preserve" means stabilizing a building or element of a building by preventing further change or deterioration. Preservation, since it takes the structure as found, does not relate to a specific period of time.

"Restoration" or "Restore" means putting a building or element of a building as nearly as is physically practicable into the form it held at the particular date or period in time when it acquired its significance. This often requires the removal of work which is not "of the period".

"Reconstruction" or "Reconstruct" means the recreation of a building or element of a building to its original design based on historical evidence (archaeological, architectural, photographic , etc.). Except as otherwise provided below, this applies to existing elements that (i) have missing ornamental sections, e.g. missing section of a cornice, or (ii) are a missing section of a repeated ornamental series, e.g. a missing flower in a repeated pattern. All features which are restored and/or reconstructed shall be maintained in that state in perpetuity.

"As Needed" will be based on three criteria: (i) the architectural significance of each element, (ii) the physical

condition of each element and, (iii) consistency of the proposed treatment with a high quality restoration effort.

The Historic Preservation Program, which sets forth the applicable requirements and recommendations for each Theater, consists of the applicable Theater Specific Requirements and Guidelines in Section B.1, and the General Requirements in Section B.2.

B.1 Theater Specific Requirements and Guidelines

B.1.1 The Times Square Theater

An inspection shall be made to ascertain the condition and stability of architectural and decorative features including but not limited to the column capitals, the urns on the parapet, the string courses and the bas-relief frieze on the screen wall behind the colonnade. They shall be Restored. If any of the aforementioned elements are missing, they shall be Reconstructed as needed. The entire facade shall be cleaned. The marquee and shop signage shall be removed, and the facade behind shall be Restored, and Reconstructed as needed.

The ground floor shall appear as a solid base for the facade. The ground floor except for the Theater entrances may

be developed as retail space. The location and dimensions of openings in the base shall be in conformance with the building's original design. Any infill elements shall be removed and the base of the building shall be Reconstructed as needed and storefronts not in conformance with the original design shall be removed and the area behind shall be Reconstructed as needed. Best efforts shall be made to Reconstruct the iron grilles between the columns.

If fenestration of the screen wall in the 42nd Street facade is proposed, it shall include the following provisions: (a) retention of the string course and frieze above; (b) separation of individual windows with adequate molded surrounds; and (c) maintenance of the design relationship of window heights with the windows in the bays to either side.

In the interior of the Theater, the following shall be Preserved and Restored, and Reconstructed as needed: the boxes and their canopies, the proscenium arch, the ceiling arch and the ceiling dome. No partitions, subdivisions, or alterations which would interfere with the Preservation of these elements will be permitted. A more sensitive incorporation of the air handling equipment (specifically the ducts at the center of the dome and over the entrances to the boxes) is required.

In the auditorium, best efforts shall be made to Preserve, Restore, or Reconstruct the plaster ceiling and wall moldings; smaller domes and surrounding plasterwork beneath the balcony; the ornamental plasterwork on the balcony apron; the arch at concession stand; and original seating standards in orchestra and balcony.

In the lobby, best efforts shall be made to Preserve, Restore and Reconstruct the stone and false stone door moldings and surrounds; the pilasters, friezes, and ceiling ornament; and the gothic ceiling moldings, wainscot, and fireplace in former lower level lounge.

In the mezzanine, best efforts shall be made to Preserve, Restore or Reconstruct the ceiling vault and ornament and the frieze, pilasters, and wall moldings and the fireplace.

B.1.2 The Apollo Theater

For exterior requirements and guidelines, see the Times Square Theater above.

On the interior of the Theater, the original ornamental features of the auditorium (not including backstage, dressing room, cellar space, toilets or any other areas not used by the

public) shall be Preserved, and Restored and/or Reconstructed as needed, with special attention to the proscenium arch and the boxes in the auditorium. The chandeliers shall be removed, and a new architectural lighting scheme developed.

The original decorative elements in the 42nd Street lobby, including but not limited to, fluted pilasters and the plasterwork ceiling, shall be Preserved, and Restored as needed. If the Restoration work is needed, the later hung ceiling shall be removed.

B.1.3 The Lyric Theater

The 42nd Street facade shall be Preserved, Restored, and Reconstructed as needed. The existing marquee and cladding that have been added on to the facade shall be removed. Any facade Reconstruction shall develop a one-story entrance, maximum width of 10 feet and should recall elements of the original design. Best efforts shall be made to Reconstruct the cornice.

The entire decorative facade on 43rd Street shall be Preserved and Restored, and Reconstructed as needed. For purposes of this Theater's decorative facade, "Reconstruct" or "Reconstruction" shall not be limited only to missing elements of existing features or missing sections of a repeated series of

existing features, but shall include the entire facade. Particular attention shall be given to ensure stability of the balcony areas.

In the interior of the Lyric Theater, there are no requirements or guidelines.

B.1.4 The Selwyn Theater

The 42nd Street facade shall be Preserved, and Restored and Reconstructed as needed. Inspection shall be made of the terra-cotta elements and they shall be repaired where necessary. The second story windows shall be Restored. Recreation of the original sash configuration is strongly encouraged. Any cladding and storefront not in conformance with the original design shall be removed and the area behind shall be Preserved, and Reconstructed as needed.

The entire 43rd Street facade shall be Preserved.

In the interior, an inspection shall be made to ensure the stability of the interior decorative elements with special attention paid to: the proscenium arch, the flat dome with its moldings, the deep arches over the remaining side boxes, the S-scrolled modillions, the marble newell-post and balustrade in

the lobby. These elements shall be Preserved, and Restored and Reconstructed as needed.

In the auditorium, best efforts shall be made to Preserve, Restore or Reconstruct the plaster ceiling and wall moldings; domes and decorative plasterwork beneath balcony; decorative plasterwork at balcony apron; murals around and above the boxes and the proscenium (including an inspection to ascertain the presence of the original murals); marble grilles below stairs; decorated columns at orchestra level; decorative brackets and door surrounds.

In the lobby, best efforts shall be made to Preserve, Restore or Reconstruct the decorative pilasters, entablature, dome and frieze; and the marble table under the mirror.

B.1.5 The Victory Theater

On the 42nd Street exterior of the Theater, the entire facade shall be Preserved, and Restored and/or Reconstructed as needed. Elements such as the marquee, billboard and metal cladding at street level shall be removed. The grand central door, now a window, at the second floor level and other original elements that remain, such as the flanking windows with

pedimented heads, shall be retained and incorporated into the development of a street front sympathetic to the palazzo type facade. Best efforts shall be made to Reconstruct the original arcaded parapet and projecting cornice.

Plans for a new entrance to address existing circulation inadequacies will be evaluated in the context of the original style and composition of the facade.

On the interior, every element of the interior shall be Preserved, Restored and Reconstructed as needed. This does not include the existing lobby and concession stands, seats, backstage, dressing rooms, cellar space, toilets or any other area not used by the public. Special care shall be given to the putti at the edge of the drum of the flat dome, and the three-wreath cornices on the boxes.

Plans for a new lobby to address existing circulation inadequacies will be evaluated in the context of the original style as well as the lobby's relationship to the auditorium.

B.1.6 The Liberty Theater

The survival of the lower-story decorative details on the 42nd Street facade can not be verified and treatment of the

whole facade will depend on how much remains. If an inspection of the facade reveals the original flat arch motif flanked by headed stelae, these elements shall be Preserved, and Restored as needed, and a design shall be developed for the top, reconstructing the arch window crowned by spandrels and a cornice in keeping with the intent of the original design. If inspection reveals that the original flat arch motif flanked by headed stelae are not remaining, a proposal for the design of the lower portion shall be submitted to the Committee (as hereinafter defined) for its approval. This proposal shall be in keeping with the original design.

The 41st Street brick facade shall be Preserved and not altered by stucco, glass or paint.

In the interior, the grand proscenium, the flanking arches shall be inspected to ensure their structural viability. These elements shall be Preserved, Restored or Reconstructed as needed. The existing domed and paneled ceiling shall be Preserved, and Restored and Reconstructed as needed. The fire curtain shall be maintained on the stage where it forms part of the original design scheme, unless this conflicts with the use of the Theater, in which case the curtain shall be Preserved and either placed in another theater with a compatible use or removed to a place specified by the Committee (as hereinafter defined).

Best efforts shall be made to Preserve, and Restore as needed, the remaining elements in the lobby. The added-on materials on the lobby walls shall be removed to determine the extent to which the original features remain and their condition. If substantial portions of the original features are intact and are reasonably Restorable, best efforts shall be made to Restore these features and incorporate them into the decor of the lobby. Best efforts shall also be made to Preserve and Restore the existing boxes and Reconstruct the missing lower boxes.

B.2 General Requirements

The General Requirements described below shall apply to all Theaters, except where specifically noted:

1. The Committee (as hereinafter defined) shall approve all techniques and materials to be used to Preserve, Restore and/or Reconstruct the historic features described in Section B.1 (the "Historic Features").

2. In the event that a rake is altered in any of the Theaters, every effort shall be made to avoid permanent alteration.

3. All historic exterior and public areas of the interiors (except the Lyric) shall be cleaned in a manner that will not endanger the integrity of the surface of the Historic Features. No sandblasting or similar abrasive cleaning methods shall be permitted.

4. All architectural lighting and mechanical and safety systems, whether existing or proposed, shall be discreetly incorporated into the theater decor. Intrusive alterations made in the past to accommodate mechanical and other systems, or non-theatrical uses shall be removed.

5. All public areas (except the restrooms) shall be repainted with color schemes and finishes in keeping with the overall decor.

6. New seats, fabrics, curtains, etc. shall be compatible with the overall decor.

7. All existing marquees shall be removed and replaced with marquees that conform to the Lighting and Signage Program (Exhibit __). During the design process of a Theater's marquee, a review of the original marquee is strongly encouraged. Best efforts shall be made to incorporate original design elements into the new marquees.

C. SUBMISSIONS

C.1 Submission Requirements

Prior to commencing any demolition, alteration, construction, renovation or any other change to the exterior or interior of a theater, Tenant shall submit to the Committee (as defined herein) for approval or disapproval: an Inspection and Documentation Report, in accordance with Section C.2; a Preservation Plan, in accordance with Section C.3; and Final Plans and Specifications in accordance with Section C.4. The Committee shall consist of the Landlord, the New York City Economic Development Corporation ("EDC") representing the City of New York, and a reputable and experienced professional (who shall not be a Commissioner of the New York City Landmarks Preservation Commission) proposed by the Chair of the New York City Landmarks Preservation Commission subject to the approval of the Landlord and EDC.

Seven (7) copies of all submissions are required. All submissions shall be delivered by hand to the Landlord.

C.2 Inspection and Documentation Report

As promptly as possible after execution of the Lease, Tenant shall retain an architectural consultant who shall

thoroughly inspect and document each Theater's interior and exterior, using the most recent Historic American Building Survey photographic survey and documentation standards as published by the National Parks Department. This report shall include a structural analysis of all Historic Features described in Section B.1. The Committee shall be informed at least ten (10) days in advance of Tenant's inspection schedule and shall have the right to observe the inspection.

C.3 The Preservation Plan

Tenant shall submit written descriptions, plans, specifications and graphic materials prepared by the Architect in sufficient detail such that the Committee may determine compliance or non-compliance with the Historic Preservation Program (the "Preservation Plan"). The Preservation Plan shall include but not be limited to: (a) the Inspection and Documentation Report, unless such Report has been submitted and approved prior to the Preservation Plan; (b) a list of the Historic Features that are required to be Preserved, Restored or Reconstructed; (c) preliminary plans, specifications and other materials prepared by the Architect illustrating graphically the overall renovation plan with special attention to aspects relating to the Historic Preservation Program; (d) a description and test documentation or proposed techniques and materials to

be used in the Preservation, Restoration or Reconstruction of the Historic Features; (e) a description and test documentation with respect to safety and appropriateness of proposed techniques and materials to be used for cleaning of interior and exterior surfaces; (f) a description of all color schemes and finishes for exterior and interior surfaces and results of probes to determine the original color schemes; and (g) fabric samples and a description of new seats, curtains, etc. and other similar non-architectural interior decoration elements.

Tenant shall submit to Landlord the Preservation Plan so that the Committee may determine whether the Preservation Plan complies with the Historic Preservation Program. If the Committee determines that the Preservation Plan so complies, the Landlord shall notify Tenant. If the Committee determines that the Preservation Plan does not comply with the Historic Preservation Program, the Landlord shall so notify the Tenant, specifying in what respects the Preservation Plan does not comply. The Tenant shall revise the Preservation Plan to comply with Landlord's objections, and shall resubmit it to Landlord for review by the Committee for that purpose. No Preservation Plan shall be deemed not to comply with the Historic Preservation Program because it fails to comply with elements of the Program for which only best efforts are required.

The initial review of the Preservation Plan by the Committee shall be carried out within thirty (30) business days after the date of submission thereof by Tenant, and any subsequent review by the Committee of any revisions or receipt of additional information thereto shall be carried out within fifteen (15) business days of Tenant's submission of such review. If the Inspection and Documentation Report is submitted in advance of the Preservation Plan, the review for such submission shall be as described, except that the period for initial review shall be fifteen (15) days and for resubmissions or revisions, ten (10) days.

In the event that the Preservation Plan includes any proposed modifications to the Historic Preservation Program, Tenant shall submit to the Landlord in addition to the Preservation Plan, a detailed description of the proposed changes and the reasons why Tenant believes such changes are necessary. The Committee may modify the Historic Preservation Program, provided that the Committee shall consult with the LPC before acting to approve or disapprove. The Committee's review of proposed modifications shall be carried out within thirty (30) business days of receipt thereof, unless the proposed modifications substantially alter the Historic Preservation Program, in which event, so long as Landlord notifies Tenant within such thirty (30) day period that the Committee so regards the proposed modification, the Committee's review shall be

carried out within forty-five (45) business days of receipt thereof. In the event that a request for modifications is submitted for more than one theater simultaneously, these time periods shall be for each theater.

In the case of resubmissions or revisions, the Committee may not disapprove any matter previously submitted and approved except to the extent that such resubmission or revision affects any matter so approved or deemed approved.

It is recognized that the Landlord intends to consult with the New York State Historic Preservation Officer in connection with the review of the Preservation Plan.

C.4 Final Plans and Specifications

The final plans and specifications shall include the completed final drawings, plans and specifications prepared by the Architect as well as written descriptions setting forth in sufficient detail all the requirements for the construction or restoration of any aspects of the Theater relating to the approved Preservation Plan (the "Final Plans and Specifications").

Prior to Tenant's submission of final plans and specifications to the New York City Buildings Department, Tenant shall submit to Landlord the Final Plans and Specifications so that the Committee may determine whether they conform to the Preservation Plan as approved pursuant to Section C.3. If the Committee determines that the Final Plans and Specifications so conform, Landlord shall notify Tenant. If the Committee determines that the Final Plans and Specifications do not so conform, the Landlord shall so notify the Tenant, specifying in what respects the Final Plans and Specifications do not so conform. The Tenant shall revise the Final Plans and Specifications to so conform and shall resubmit the Final Plans and Specifications to Landlord for review for that purpose.

The initial review by the Committee shall be carried out within twenty (20) business days after the date of submission thereof by Tenant, and any subsequent review by the Committee of any revisions or receipt of additional information thereto shall be carried out within twenty (20) business days of Tenant's submission of such review.

In the case of resubmissions or revisions, the Committee may not disapprove any matter previously submitted and approved except to the extent that such resubmission or revision affects any matter so approved or deemed approved.

Under no circumstances will the Committee's required review period be waived unless the Committee agrees to do so. If Tenant demonstrates to the Committee's satisfaction the need to compress the review process, the Committee will consider shortening the review periods required. In this instance, review periods shall be established that are mutually agreeable to the Committee and Tenant.

With respect to all submissions under this Section C, Landlord's failure to notify Tenant of its determination within such applicable time period shall be deemed an approval of the proposed submission.

Tenant shall comply with the Preservation Plan in performing the work. Any changes to any exterior or interior features made subsequent to the completion of the Preservation, Restoration or Reconstruction work shall be submitted to the Committee for prior review and approval.

D. PROTECTION OF HISTORIC THEATERS DURING CONSTRUCTION

D.1 Protection Plan for Construction Work Within The Theaters

Tenant shall establish and carry out a construction procedure (the "Construction Plan") which will protect the structural integrity and individual building elements during all

times of demolition, excavation, construction, renovation and reconstruction ("the Construction Work"). The Construction Plan shall be based on an investigation by Tenant and Tenant's Engineer (hereinafter defined) of: (1) the structural supports and foundation systems, (2) structural condition of all areas of construction and (3) such other information as is necessary to determine how to protect the Theater during the Construction Work. The Construction Plan shall be prepared for each Theater and shall be accompanied by a photographic survey taken before any work on the Theater, including demolition, is commenced.

Tenant shall develop a proposal for the Construction Plan in consultation with a foundation and/or structural engineer approved by Landlord, which approval shall be granted if the engineer is experienced and reputable in his or her field ("Tenant's Engineer"). The proposed Construction Plan shall include, but not be limited to, a description of the following measures:

(1) a determination by Tenant's Engineer of whether Theaters located across the street from the Theater or adjacent to the Theater will be adversely affected by Construction Work, in which event such Theater shall be subject to the requirements in Section (F), in addition to the requirements outlined in this section;

(2) an assessment and inventory of vibration sensitive elements in the Theater and a description of measures to be taken to secure and protect those elements, including, but not limited to, establishing maximum particle velocity and frequency levels, location of tell tales and seismic monitoring devices, and schedule and methodology of seismic recordings and reporting;

(3) a site logistics plan, including, but not limited to, a description of the location of the following: site access and ramps to be used by dump trucks, unloading, hoisting and storage of materials and equipment, and, if applicable, location and reach of cranes and hoists. The Construction Plan shall also describe measures to be taken to avoid any damage to the Theater including, but not limited to, placements of guard rails, supervisory personnel, construction sheds, catchalls and other devices for the protection of the Required Historic Features from falling debris;

(4) use of hand tools for any demolition work;

(5) schedule of walk-throughs with Landlord and Landlord's Engineer of the Theaters during and at the conclusion of each construction phase (i.e., the demolition phase, and the renovation phase) and rephotographing the Theater at the completion of each construction phase;

(6) construction schedule indicating the order in which the Historic Features shall be either Preserved, Restored or Reconstructed as well as the overall schedule for the start and completion of all other work.

The Construction Plan must be submitted in writing to the Landlord and to its engineering firm, which is experienced and reputable in its field ("the Landlord's Engineer"). The timing requirements for approval by the Landlord and the Landlord's Engineer of the Construction Plan shall be the same as the requirements for approval of the Preservation Plan. In no event shall Tenant commence any Construction Work upon the Theater until the Construction Plan has been approved by the Landlord and the Landlord's Engineer, which approval shall be granted if the Construction Plan will protect the structural integrity and individual building elements. Any proposed modifications to an approved Construction Plan shall be submitted in writing to the

Landlord and Landlord's Engineer, and their review of proposed modifications to an approved Construction Plan shall be carried out within thirty (30) days of receipt thereof, unless the proposed modification substantially alters the previously approved Construction Plan, in which event, so long as Landlord notifies Tenant within such thirty (30) day period that the Landlord and the Landlord's Engineer so regards the proposed modification, the Landlord and the Landlord's Engineer's review shall be carried out within forty-five (45) days of receipt thereof. In the event that modified Construction Plans are submitted for more than one Theater simultaneously, these time periods shall be for each theater. Under no circumstances will the Landlord's required review periods be waived unless the Landlord agrees to do so. Landlord's failure to notify Tenant of its determination within such applicable time period shall be deemed an approval of the proposed submission or modification.

During any demolition and construction, and until the work in each Theater is substantially completed (as defined in the Lease), Tenant shall submit reports, prepared in consultation with Tenant's Engineer, reflecting the status of the construction and conformity with the Construction Plan to the Landlord and the Landlord's Engineer. Such reports shall be submitted twice monthly. Landlord's Engineer shall have the right to perform periodic site inspections and to consult with Tenant's Engineer, only after notifying Tenant, concerning the

results of such inspections. If any damage to the Theater or the Historic Features contained therein is found, Landlord's Engineer shall consult with Tenant's Engineer, after notifying Tenant, and the Landlord and Tenant shall mutually agree as to any remedial work to be performed to repair the damage or to stabilize a building element. If any seismic reading and/or frequency level exceed the levels referred to in the Construction Plan, Tenant and Tenant's Engineer shall promptly notify Landlord and Landlord's Engineer and all Construction Work shall immediately be halted. Tenant's Engineer shall determine the damage and determine if repair or stabilization or other remedial work to any element of the Theater is required. Tenant's Engineer shall also determine appropriate adjustments to the construction activities to bring seismic readings and/or frequency levels within the limits set forth in the Construction Plan. Tenant and Tenant's Engineer shall submit their determinations (the "Remediation Plan") to the Landlord and the Landlord's Engineer for approval, which approval shall be granted or denied within five (5) days after receipt thereof. If the Landlord and the Landlord's Engineer rejects the Plan, they shall state their reasons therefor and thereafter Tenant and Tenant's Engineer and Landlord and Landlord's Engineer shall work together as expeditiously as possible to prepare a mutually acceptable Remediation Plan. No construction work that could cause damage shall proceed until the Remediation Plan is approved. The Remediation Plan shall be approved if it protects

the structural integrity and Historic Features of the Theater. The Tenant shall be responsible for the Restoration and Reconstruction of any damage and the cost of such work, regardless of whether the damage involved a work stoppage.

D.2 Protection Plan for Construction Work on Building Adjacent to the Theaters

Tenant shall establish and carry out a Construction Plan which will protect the structural integrity and individual building elements of the Adjacent Historical Structures during all times of demolition, excavation and construction. The Construction Plan shall be based on an investigation by Tenant of: (1) the structural supports and foundation systems of Adjacent Historical Structures, (2) all subsurface data concerning rock, earth or water levels for areas of construction adjacent to such Adjacent Historical Structures. The Construction Plan shall be accompanied by a photographic survey of the Adjacent Historical Structures taken before any work on the Site, including demolition, is commenced. Landlord shall diligently endeavor to provide Tenant access to Adjacent Historical Structures both as soon as possible and prior to and during periods of demolition, excavation and construction. Tenant's Engineer shall develop a proposal for the Construction Plan, which shall include, but not be limited to, a description of the following measures:

(1) a determination by Tenant's Engineer of whether Theaters located across the street from the building or next door to the building will be adversely affected by Construction Work, in which event such Theaters shall be deemed Adjacent Historical Structures for purposes of this Section (F);

(2) an assessment and inventory of vibration sensitive elements in Adjacent Historical Structures and a description of measures to be taken to secure and protect those elements, including, but not limited to, controlled test blasting, establishing maximum particle velocity and frequency levels, location of tell tales and seismic monitoring devices, and schedule and methodology of seismic recordings and reporting;

(3) a site logistics plan, including, but not limited to, a description of the location of the following: site access and ramps to be used by dump trucks and excavation equipment, unloading, hoisting and storage of materials and equipment, and location and reach of cranes and hoists. The plan shall also describe

measures to be taken to avoid any damage to the Adjacent Historical Structures including, but not limited to, placements of bollards, guard rails, curbs, supervisory personnel, construction sheds, catchalls and other devices for the protection of the roof and walls of the Adjacent Historical Structure from falling debris, and protection from and isolation of sources of dust;

(4) a description of measures for protecting the Historic Features of Adjacent Historical Structures;

(5) use of hand tools for any demolition work which is contiguous to the wall of an Adjacent Historical Structure;

(6) protection and repair of any walls and foundations of Adjacent Historical Structures during demolition, excavation and construction, including, but not limited to, tie backs, bracing and underpinning of party walls and foundations, temporary supports of sidewalks and grade areas adjacent to Adjacent Historical Structures, and waterproofing and moisture protection of exposed party walls;

(7) test borings;

(8) channel drilling or equivalent protective technique and;

(9) schedule of walk-throughs with Landlord's Engineer of Adjacent Historical Structures during and at the conclusion of each construction phase (i.e., the demolition phase, the foundation and excavation phase, and the above-grade construction phase) and rephotographing the Adjacent Historical Structures at the completion of each Construction Phase.

If Tenant so desires, the Construction Plan may be submitted in three phases: the demolition phase plan, the foundation and excavation phase plan, and the above-grade construction phase plan. The timing requirements for approval by Landlord of the Construction Plan, whether or not it is submitted in three phases, shall be the same as the requirements for approval of the Preservation Plan. In no event shall Tenant commence any Construction Work upon the Site within any of the aforementioned phases until the Construction Plan for that phase has been approved by Landlord, which approval shall be granted

if the Construction Plan will protect the structural integrity and individual building elements of the Adjacent Historical Structures during all times of demolition, excavation and construction. Any proposed modifications to an approved Construction Plan shall be submitted in writing to Landlord and Landlord's Engineer, and Landlord's review of proposed modifications to an approved Construction Plan shall be carried out within thirty (30) days of receipt thereof, unless the proposed modification substantially alters the previously approved Construction Plan, in which event, so long as Landlord notifies Tenant within such thirty (30) day period that Landlord so regards the proposed modification, Landlord's review shall be carried out within forty-five (45) days of receipt thereof. In the event that modified construction plans are submitted for more than one parcel simultaneously, these time periods shall be for each theater. Under no circumstances will Landlord's required review periods be waived unless Landlord agrees to do so. Landlord's failure to notify Tenant of its determination within such applicable time period shall be deemed an approval of the proposed submission or modification.

During any demolition, excavation or construction and until the New Building is completely enclosed or the Theater renovation is completed, Tenant shall submit reports, prepared in consultation with Tenant's Engineer, reflecting the status of the construction and conformity with construction procedures as

required by the Construction Plan to Landlord. Such reports shall be submitted twice monthly, except that during any period in which explosives are used and for so long as the foundation is being poured, such reports shall be submitted every week. Landlord's Engineer shall have the right to perform periodic site inspections and to consult with Tenant's Engineer after notifying Tenant concerning the results of such inspections. If any damage to an Adjacent Historical Structure is found, Landlord's Engineer shall consult with Tenant and Tenant's Engineer and the two mutually shall agree as to any remedial work to be performed to repair the damage or to stabilize a building element. If any seismic reading and/or frequency level exceeds the levels referred to in the preceding clause (2), Tenant and Tenant's Engineer shall promptly notify Landlord and Landlord's Engineer and all Construction Work shall immediately be halted. Tenant's Engineer shall determine the damage and determine if repair or stabilization or other remedial work to any element of an Adjacent Historical Structure is required. Tenant's Engineer shall also determine appropriate adjustments to the construction activities to bring seismic readings and/or frequency levels within the limits set forth in clause (2). Tenant and Tenant's Engineer shall submit its Remediation Plan to Landlord's Engineer for approval, which approval shall be granted or denied within five (5) days after receipt thereof. If Landlord's Engineer rejects the Remediation Plan, Landlord's Engineer shall state its reasons therefor and thereafter Tenant and Tenant's Engineer and Landlord's Engineer shall work

together as expeditiously as possible to prepare a mutually acceptable Plan. No construction work that could cause damage shall proceed until the Plan is approved. The Plan shall be approved if it will protect the structural integrity and Historic Features of the Adjacent Historical Structures. The Tenant shall be responsible for the Restoration and Reconstruction of any damage to any Adjacent Historical Structure and the cost of such work, regardless of whether the damage involved a work stoppage.

E. MAINTENANCE PLAN

Tenant shall establish and carry out a maintenance plan which will ensure proper care and maintenance of the Historic Features ("the Maintenance Plan"). Tenant shall engage an architect with a background in historic preservation or engineer acceptable to the Landlord who shall conduct an annual inspection on the drainage system, roof, skylights and bulkheads and submit a detailed report on the condition of these items. The report shall identify any required repair work. An architect or engineer acceptable to the Landlord shall conduct an inspection once every three years to determine the condition of (i) features described herein, (ii) all exterior walls, (iii) mechanical systems and (iv) plumbing systems. A report shall be prepared describing the condition of the aforementioned

items and any work that is required to keep these items in a state of good repair. The Maintenance Plan shall be submitted with the Preservation Plan and will be subject to the same review process.

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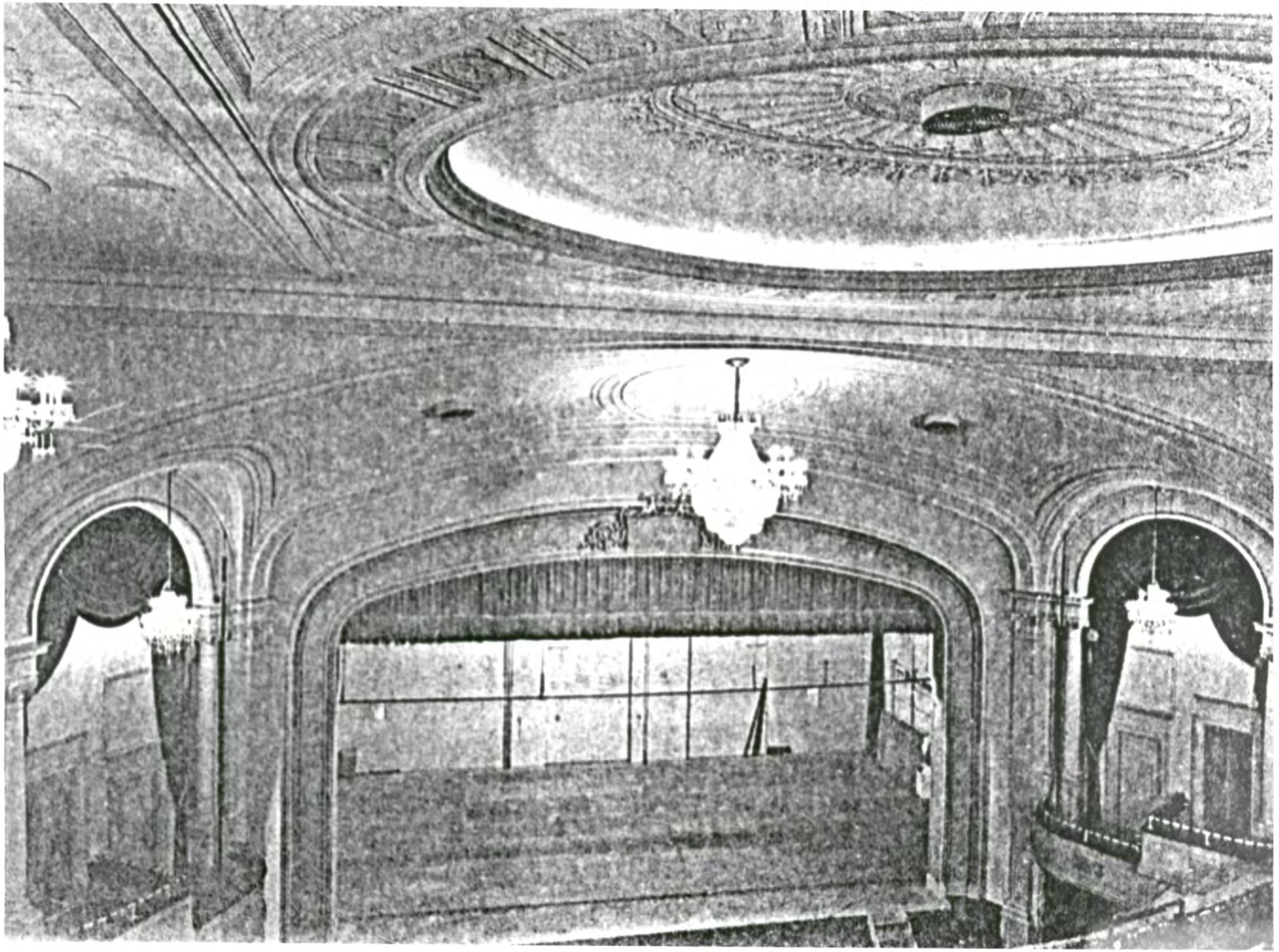


New Apollo Theater Interior
215-223 West 42nd Street
Manhattan

Built:1919-20
Architect: DeRosa & Pereira

Photo: Steven Zane, Shopsin Report

VICTORY THEATRE

N.B. 2113/1899
Dec. 20, 1899
near NW corner 7th Ave & 42nd Street, Nos. 207-9-11
owner: Oscar Hammerstein
architect: Albert E. Westover (sic)
cost: $200,000
69' front, 100' deep (both lot and buildings); 69' high, 3 stories
stone foundations, brick above; brick and stone front

Commenced: Jan 18, 1900 Completed: Oct 5, 1900
Theatre. "(This Appl. takes the place of NB 1316/99)"

LYRIC THEATRE

N.B. 641/1902
Oct 31, 1902
43rd St s/s, 164' W of 7th Ave
owner: E. Clifford Potter, 1 E.42nd St
architect: V. Hugo Koehler, 1123 Bway
brick
front: 119^4 depth: 100^5 4 stories 1 bldg
cost $200,000 Theatre

Commenced: Jan 21, 1903 Completed: July 1, 1904

formerly on site: manufacotry-workshop, 213 W.42nd St, owner Jules Weber, architect, John Sexton, Builder, John Hild & Son. $1000. 20' front, 100'deep lot, 20' x 20' building. One story. Brick front, tin roof. N.B. 2151/1895

TIMES SQUARE-APOLLO THEATRES

N.B. 237/1917
owner: Burgwyn REalty Corp, 1109 Bway (confusion as to owner: Burgwyn? Sperry & Hutchinson Co, Wm J. McKee Treasurer? Sol Bloom?)
architect: De Rosa & Pereira, 110 W.40th St
2 theaters, stores and offices
cost: $150,000 and $75,000
2 and 4 stories

Approved, March 26, 1919 Completed Nov. 12, 1920

formerly on site: 223 W.42nd St (NB 108-1910) B.1014 L.20
Theatre
owner: Geo. W.M. Sturges, 2228 Bway
architect: Harry G. Wiseman 507 Fifth Av
bldr/supt: Fred Eckhardt
Brick, 25' front, 100' deep 1 story 30' high 1 bldg
$6000
Commenced: April 8, 1910 Completed: Sept 30, 1910

Actors Equity Report

A SUMMARY HISTORICAL PROFILE

THE NEW APOLLO

The New Apollo Theatre, known also as the Apollo and as the Bryant in its past history, was built in 1910 as a combination motion picture and Vaudeville house. In 1920, it was taken over by the Selwyns and called the Apollo, with its first production as a legitimate theatre being Jimmie, on November 18, 1920. As a legitimate theatre it played both plays and musicals.

Lionel Barrymore played Macbeth in 1921, Guy Bolton and Oscar Hammerstein II wrote Daffy Dill, produced in 1922. In 1923, W.C. Fields appeared in Poppy.

Perhaps the most famous productions at the Apollo were the many editions of George White's Scandals, which returned yearly from 1924 to 1931 and starred such notables as: Helen Morgan, Rudy Vallee, Ray Bolger, and Ethel Merman. Miss Merman not only appeared in the Scandals in 1931, but returned in 1932 in a musical comedy called Take A Chance, also starring Jack Haley.

In the early years of the Depression, motion pictures were the staple for the Apollo and in 1934, it was taken over by the Minskys for burlesque. It remained a burlesque house from 1934 to 1937. A year later it became a film house and remained a movie theatre until 1979, when it was happily resurrected as a legitimate theatre once again.

On Golden Pond opened in 1979, with Tom Aldredge and Frances Sternhagen.

Hector Equity Report

TIMES SQUARE THEATRE

Although the Times Square Theatre, built by the Selwyns in 1920, was allowed its intended destiny for a scant 13 years, the handsome design by architect Eugene DeRosa housed a diverse array of stage productions, before, overwhelmed by the exigencies of the Great Depression, it became a film house, which it has remained for nearly half a century.

For their opening production, the Selwyns presented THE MIRAGE, written and staged by Edgar Selwyn. It was immediately followed, in 1921, by a musical, THE RIGHT GIRL, which was itself followed by a revue entitled THE BROADWAY WHIRL, with lyrics by Bud deSilva and music by George Gershwin. The versatile nature of this new Broadway theatre was quickly established. That same year, Avery Hopwood's THE DEMI-VIRGIN was a substantial hit, with Charles Ruggles in the cast. In 1922 the Times Square again demonstrated her amazing adaptability by housing a play (THE CHARLETAN), a black revue (STRUT MISS LIZZIE), a musical comedy (SUE DEAR), and a melodrama called THE FOOL, by Channing Pollack, which ran an astounding (by 1920's standards) 272 performances!

In 1924 two noteworthy attractions played there -- ANDRE CHARLOT'S REVUE OF 1924, for which the famed Charlot directed such notablew as Jack Buchanan, Beatrice Lillie and Gertrude Lawrence; and DEAR SIR, which, though not the stunning success of its predecessor, boasted music by Jerome Kern and lyrics by Howard Dietz.

1925 brought another hit to this new house, THE ENEMY, by Channing Pollack, with Walter Abel in the cast. In September of 1926, Anita Loos' immortal Lorelei Lee had her very first incarnation on the stage of the Times Square, when Edgar Selwyn presented the premiere of GENTLEMEN PREFER BLONDES. June Walker played the oft-revived flapper, supported by Frank Morgan, the future "Wizard of Oz". This hit was followed in 1928 by an even greater success. THE FRONT PAGE, by Ben Hecht and Charles MacArthur, was produced by Jed Harris and staged by George S. Kaufman, with Dorothy Stickney in the cast. This happy collaboration ran for 276 performances. In January of 1930, Kaufman ushered in the new decadeat this popular house with his libretto for STRIKE UP THE BAND, which featured a score by George and Ira Gershwin. The same season saw two new plays grace the Times Square stage: BLIND MICE, authored by Vera Caspary and Winifred Lenihan, and AS GOOD AS NEW, featuring Otto Kruger.

Even as hard times signaled the curtain for the Times Square's reign as a legitimate house, she spawned perhaps her most historic triumph: the 1931 premiere of Noel Coward's deathless classic, PRIVATE LIVES, in which Coward directed himself and co-stars, Laurance Olivier and Gertrude Lawrence.

Needing another hit, the Times Square booked CLEAR ALL WIRES by the youthful writing team of Samuel and Bella Spewack, which was staged by its producer, Herman Shumlin. Early in 1933, the Year of the Bank Holiday, this still new theatre capitulated with the final performance of FOOLSCAP, and adopted the more profitable policy of showing motion pictures, which survives today.

We submit the complete historic profile for the Times Square Theatre into the written record of these hearings.

The Times Square and Apollo Theaters (1920)

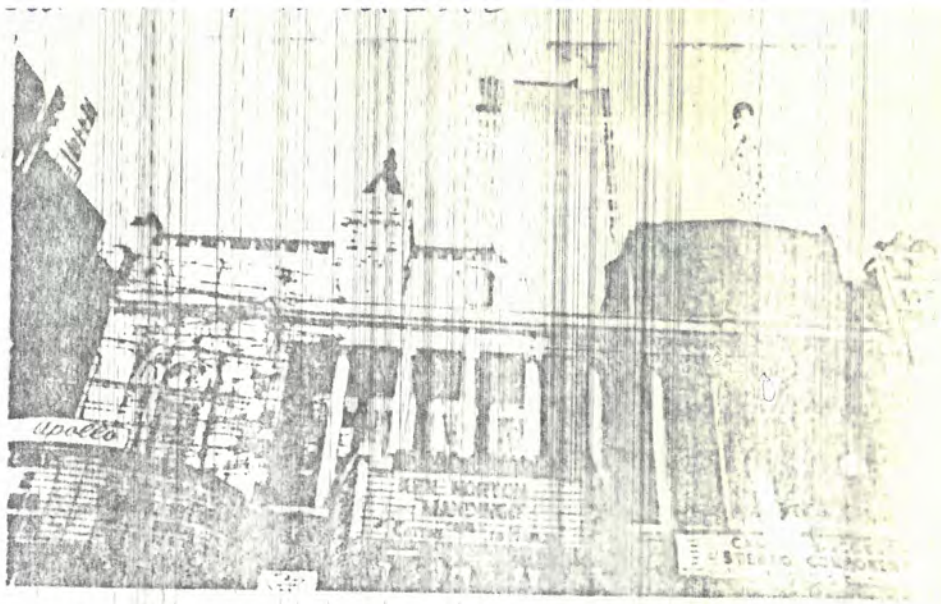
219 W. 42nd Street
DeRosa *Architect*

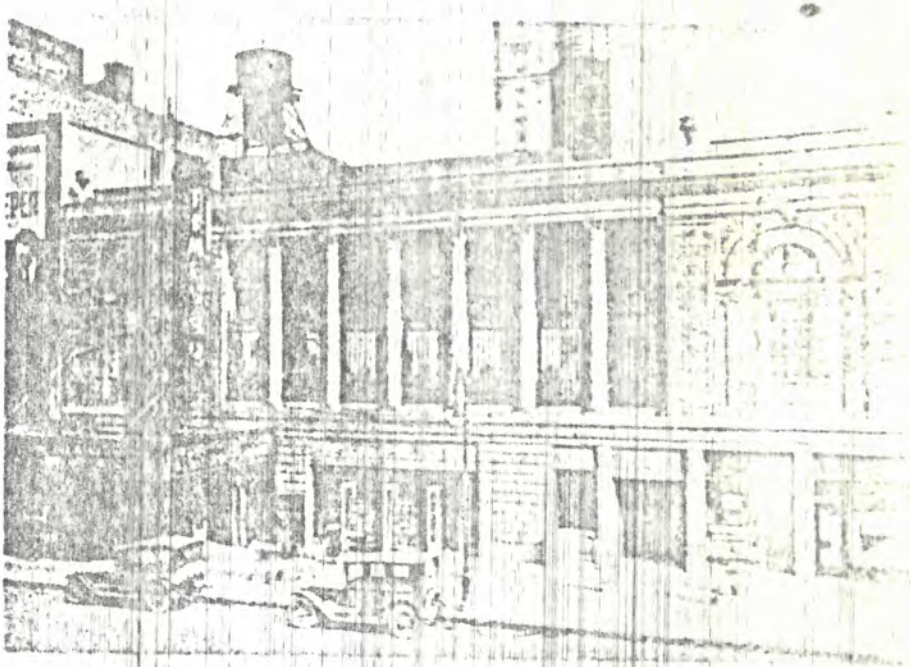
The Apollo, built in 1910, was originally called the Bryant and showed film and vaudeville. The auditorium, on 43rd Street, was approached through a series of lobbies from 42nd Street. When the Times Square was built in 1920 a new facade, joining the two theaters, was added, and the Apollo's interior space was remodeled. Built back-to-back with the Apollo, the Times Square had its house on 42nd Street and was entered through a small lobby from the street.

The common exterior was of classic design. Above the present marquee and loud store fronts are six Ionic columns, which support a straight entablature. The slightly projecting end motifs each contain a large window within an arched enframement.

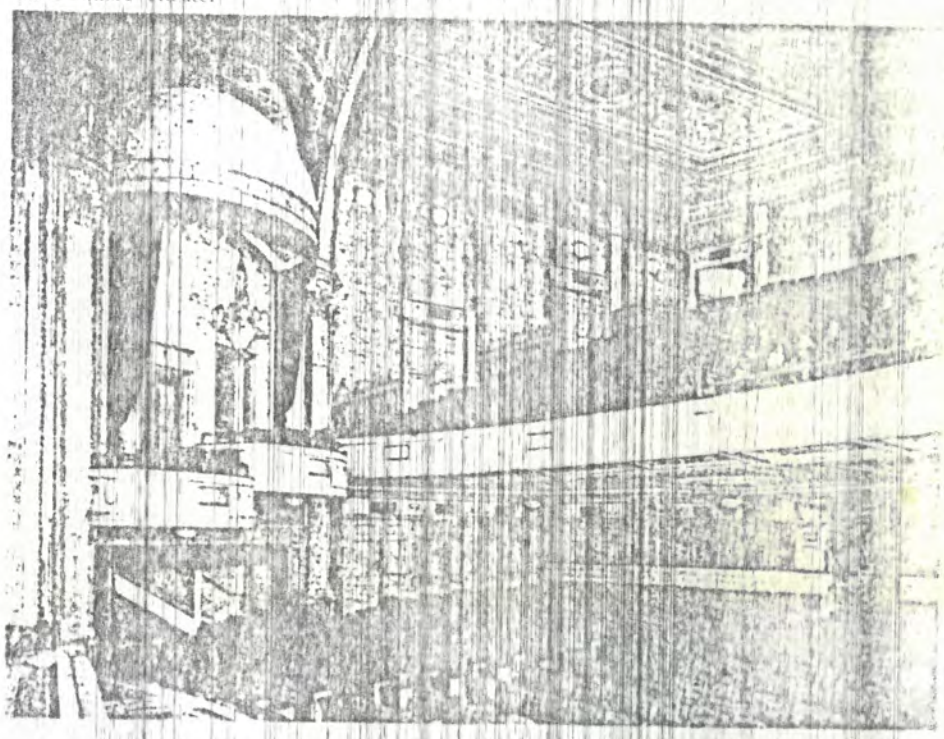
The Adam style influenced the interior design of both houses, which had large shallow domes, and were cove-lit. Both theaters had a wide and gently curving proscenium arch on which were mounted similar plaques.

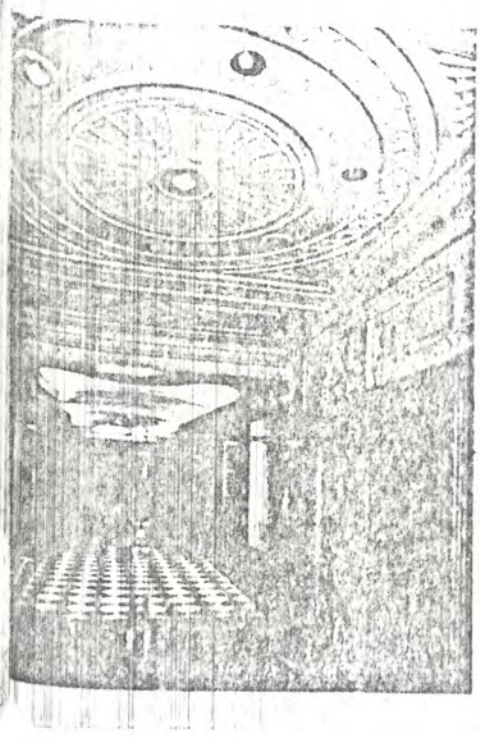
Each house had a balcony and two pairs of boxes. The main difference between the two theaters is in the treatment of these boxes. The Apollo boxes extend between two pilasters which suport a modified Palladian motif. The Times Square boxes sit under a still imposing hemispherical baldequin. At one time this was draped and considered the most elegant on Times Square.



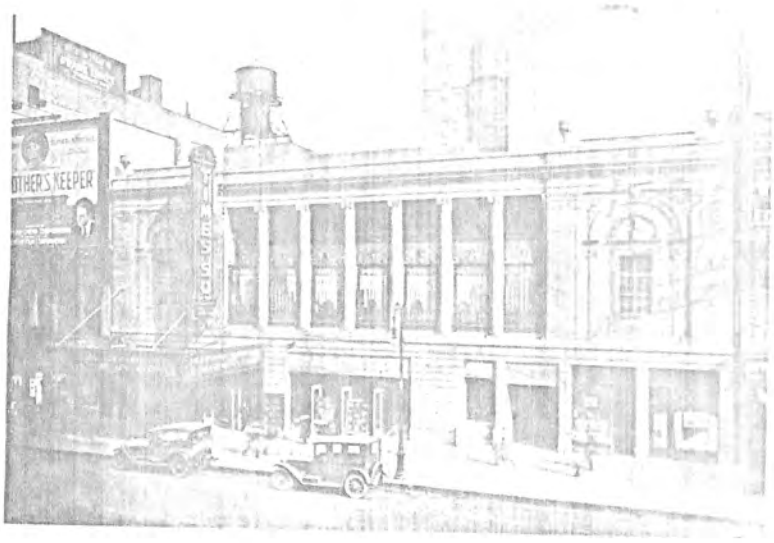


Time Square Theater





New Apollo Theater Interior



APOLLO THEATRE

219 West Forty-second Street

Other name: Bryant

Standard house

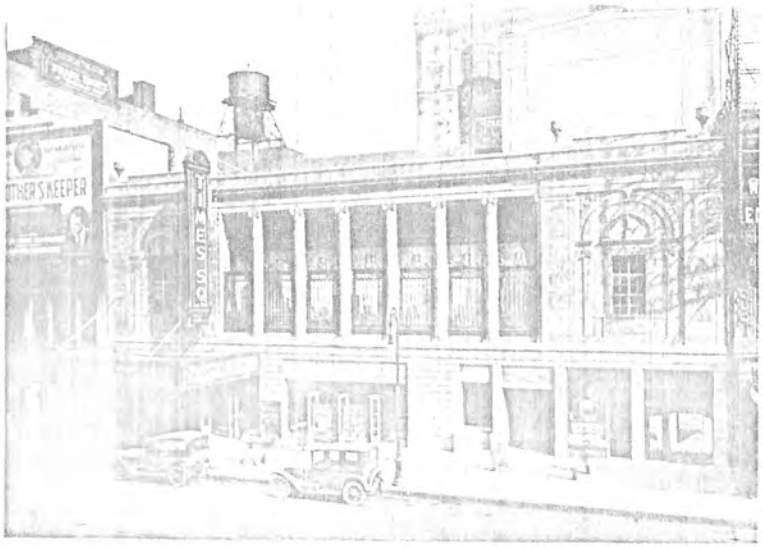
Architect: EUGENE DEROSA

Built in 1910 as a combination motion picture and vaudeville house.

Opening production as a legitimate theatre: November 18, 1920, *Jimmie*

For the first ten years of its existence, the theatre, originally known as the Bryant, showed motion pictures and presented vaudeville in combination. The Selwyns took it over in 1920, renamed it the Apollo, and joined it by a common facade to their new Times Square Theatre. As a legitimate house it booked plays and musicals, but by far its most famous tenant was George White's *Scandals*, editions of which returned to the Apollo yearly from 1924 to 1931.

After an early Depression diet of motion pictures, the Apollo was taken over by the Minskys for burlesque from 1934 to 1937. A year later, it was back showing films and has remained a movie theatre ever since.



TIMES SQUARE THEATRE

219 West Forty-second Street

Musical house — Architect: EUGENE DEROSA

Opening production: September 30, 1920, *The Mirage*

Arch and Edgar Selwyn built the Times Square on Forty-second Street and saw a good many successes scored at their theatre in the 1920s. *Gentlemen Prefer Blondes, The Front Page* and *Private Lives* premiered at the playhouse during the heyday of Forty-second Street as a theatrical center. In 1933, its stage was occupied by its last legitimate production and the theatre became (and remains) a movie house.

New York's Newest Theater Is Q

By PAUL GOLDBERGER

THE newest theater in New York has soft beige walls, crystal chandeliers and a ceiling full of delicate Adamesque detail molded out of plaster. It is not yet another example of the latest fad among contemporary architects, that of imitating the designs of the past; this one *is* an old building, 69 years of age, and everything in it is genuine.

It is the New Apollo Theater on West 43d Street, and it is the city's newest theater because it has just been reclaimed from 40 years of motion-picture use, most of it as one of the "grind" movie houses on West 42d Street. But tomorrow night the Apollo will reopen with previews of the play "On Golden Pond," presented by Arthur Cantor and Greer Garson. The official premiere will take place next Wednesday night.

An Appraisal

The theater is owned by the Brandt organization, which controls a large portion of the troubled block of West 42d Street between Seventh and Eighth Avenues, and the conversion to a legitimate playhouse is being done because "there is a real shortage of theaters," according to Martin Levine, president of Brandt's 42d Street Theaters. Mr. Levine is convinced that there is more money in running a legitimate theater in the Broadway area than there is in running a movie house and, to prove it, he has put $300,000 into renovating the Apollo and plans to put a nearly equal amount into similar changes at the Apollo's next-door neighbor, the Lyric.

•

Both the Apollo and the Lyric are high points in the city's rich architectural trove of theaters. The Apollo was erected in 1910 to the designs of Eugene DeRosa, and its entrance was on 43d Street, right where it is about to be again. The theater was built as a vaudeville and movie house, but in 1920 was turned into a legitimate theater and its entrance moved to the then-fashionable 42d Street side. In its first legitimate incarnation, the theater housed George White's "Scandals," among other shows, and went through a phase as a Minsky burlesque house before turning to movies again in 1938.

Throughout it all, the elegant interior remained intact. It is one of the best of the medium-sized theaters in town (the Apollo has 1,163 seats) with a tight, compact auditorium that nonetheless has a graceful, flowing air to it. The detailing has the sort of quality that one might have found in a great Beaux-Arts mansion of Fifth Avenue, but it is lively and pleasant.

The renovation has been done under the supervision of John MacNamara, a venerable theater architect who in his youth earned his stripes working for Thomas Lamb, the architect who created many of the grandest movie palaces in the nation. Mr. MacNamara chose to take a soft, understated route with the Apollo — he wisely decided not

Kass, the writer, had been responsible for both the teleplay and the musical's libretto. I'd have let it go at that — normally you have to, because if you've missed a television show, you've missed it, and I had — except that the powers-that-be, or the powers that wish to cash in, or *somebody* decided to rerun the television "Queen of the Stardust Ballroom" some weeks after the Broadway version had opened.

•

So I settled in with a sugar-free soft drink and proceeded to find out. Actually, there was something else I wanted to check, an item that seemed to me possibly illustrative of one or another principle of dramaturgy. I'd heard, from half a dozen people who'd seen and liked the original, that it had one obvious flaw: It had killed off Maureen Stapleton, who'd then played the role Miss Loudon is doing now, for no other reason than to provide the simple plot with an ending. Something had to happen to change the situation, and an arbitrary demise became the answer. The people I talked to had objected to the gratuitous copout.

And yet, I brooded, letting the dear woman live hadn't quite proved an adequate answer, either. In the stage "Ballroom," Miss Loudon survives; she is still there yodeling her throat out and promising to go on and on and on as the curtain falls. Which is O.K.; who would wish to do such a charming, wistful, funny actress in? Yet the one thing that truly troubled me about Mr. Bennett's "Ballroom" — which I now begin to think of as the most undervalued musical of the season — was the itchy feeling, during the final 30 or 40 minutes, that some important step remains to be taken. But what step? The

dramatically speaking, that's legal. (Don't tell me that the gentleman's wife could die; since she isn't a character in the play, that would *really* be a copout.)

While I was thus consigning Miss Stapleton to her well-earned rest, I was also doing something else: increasing my admiration, if that were possible, for Mr. Bennett's dances. I now saw the enormity of the problem that confronted him. In the television play, the couples at the Stardust moved through their waltzes and tangos naturalistically, confining themselves to just such gentle, close-up spins about the floor that physically hale but suddenly aging people would find pleasantly possible. The patterns were appealing enough for the purpose, as Charles Durning was more than appealing in the Vincent Gardenia role. But very modest one-two-three-turns.

•

You couldn't — can't — fill a stage with these. It was Mr. Bennett's special inspiration to invent a half-fantasized world, a world that altered itself radically and yet plausibly the moment middle-aged loners entered it. Away from the Stardust, at work, at home, standing on a door-step accepting an offer of a cup of coffee, they were themselves. The moment they walked into the Stardust, they stopped walking, stopped being themselves, became the animated, carefree, syncopated souls they remembered themselves being before the years began going by so fast.

They didn't entirely lose the years they'd acquired. You could see that they were balding, had put on weight, needed warming up. But with the warming up, and with the whirling play of light that sometimes bathed every-

Dorothy Loudon and Vincent G
The most undervalued musical

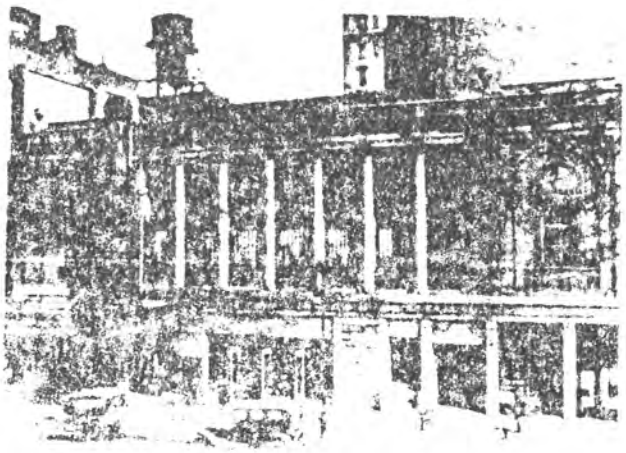
and legs and torsos that proved perfectly capable of plunging into a pony-trot once more, of riding on a wingspread.

An echo was danced, an echo of the time when all the couples on the floor knew they resembled Veloz and Yolanda, and the stage filled to bursting-point with energy drummed up in a dream. Mr. Bennett took on quite a dare when he risked it; no matter, he just danced the risk itself, and did it brilliantly. "Ballroom" is substantially dance, and, whatever may be missing from the libretto's story-line, you really should not miss it.

•

Besides, no commercials. I don't mean to go into one more useful diatribe against commercials here, but there *is* one gimmick I'd like to see outlawed. It's the business of starting the commercial so that it *looks* like a continuation of the dramatic scene we've just been watching. They did it in "Queen of the Stardust Ballroom," they'd done it a few weeks earlier dur-

THS 1980
Conclave Book



The Times Square and Apollo Theaters (1920)

[illegible] W. 42nd Street
[illegible]Rosa *Architect*

The Apollo, built in 1910, was originally [illegible]ed the Bryant and showed film and [illegible]deville. The auditorium, on 43rd [illegible]eet, was approached through a series of [illegible]bies from 42nd Street. When the Times [illegible]are was built in 1920 a new facade, joining the two theaters, was added, and the Apollo's interior space was remodeled. [illegible] back-to-back with the Apollo, the [illegible] Square had its house on 42nd Street [illegible] was entered through a small lobby [illegible] the street.

The common exterior was of classic design. Above the present marquee and [illegible] store fronts are six Ionic columns, which support a straight entablature. The [illegible] projecting end motifs each contain a large window within an arched enframement.

The Adam style influenced the interior design of both houses, which had large shallow domes, and were cove-lit. Both theaters had a wide and gently curving proscenium arch on which were mounted similar plaques.

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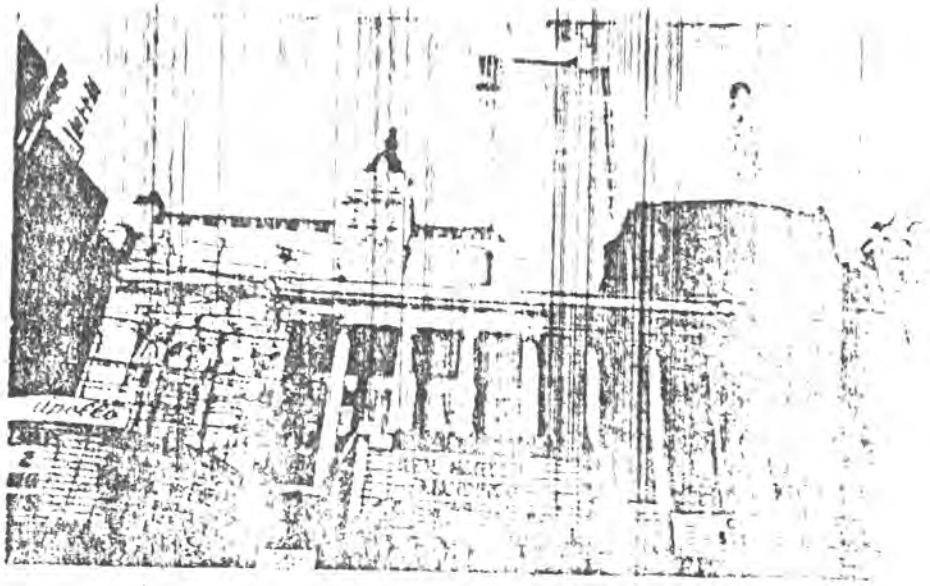
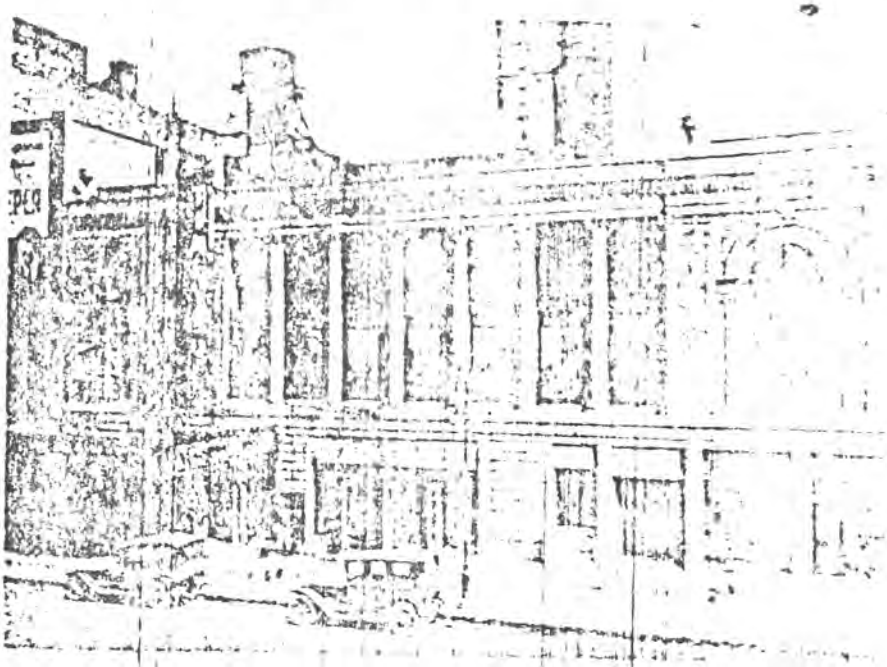
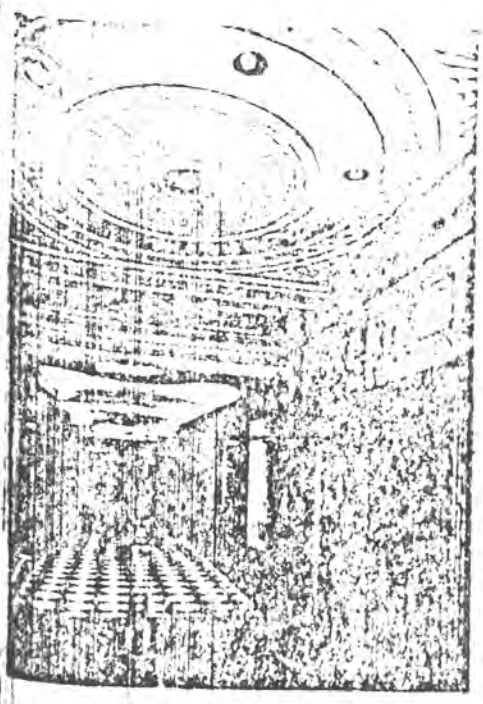
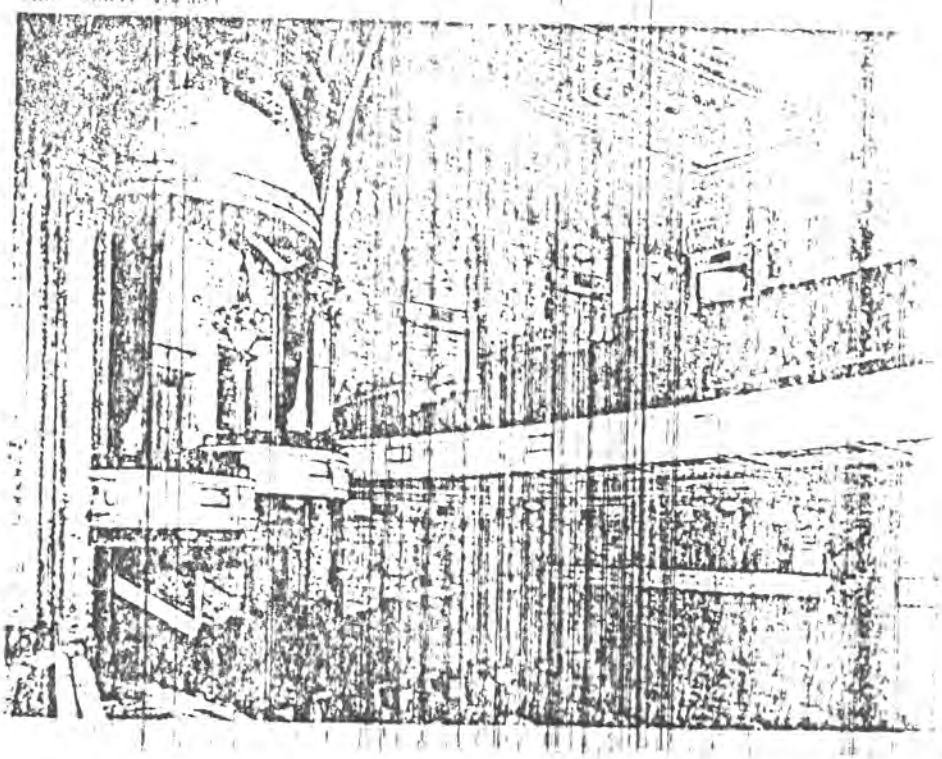
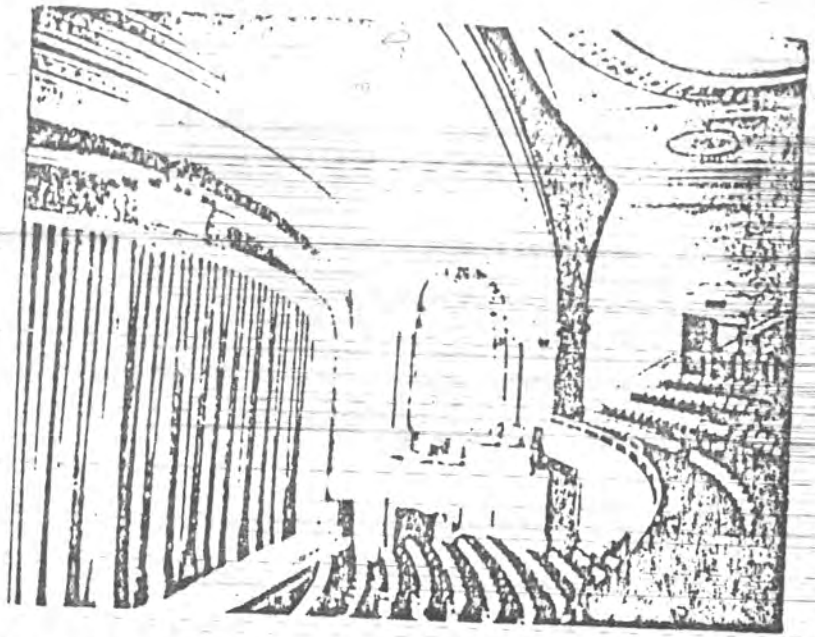




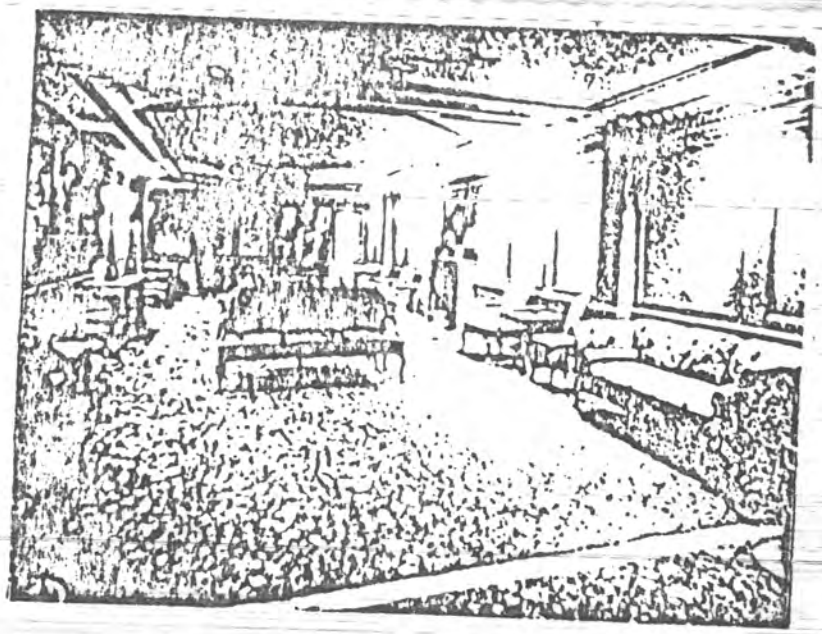
Time Square Theater







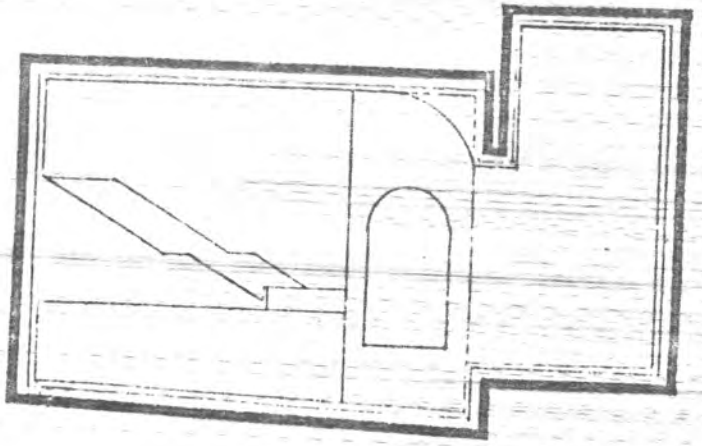
Original
Auditorium

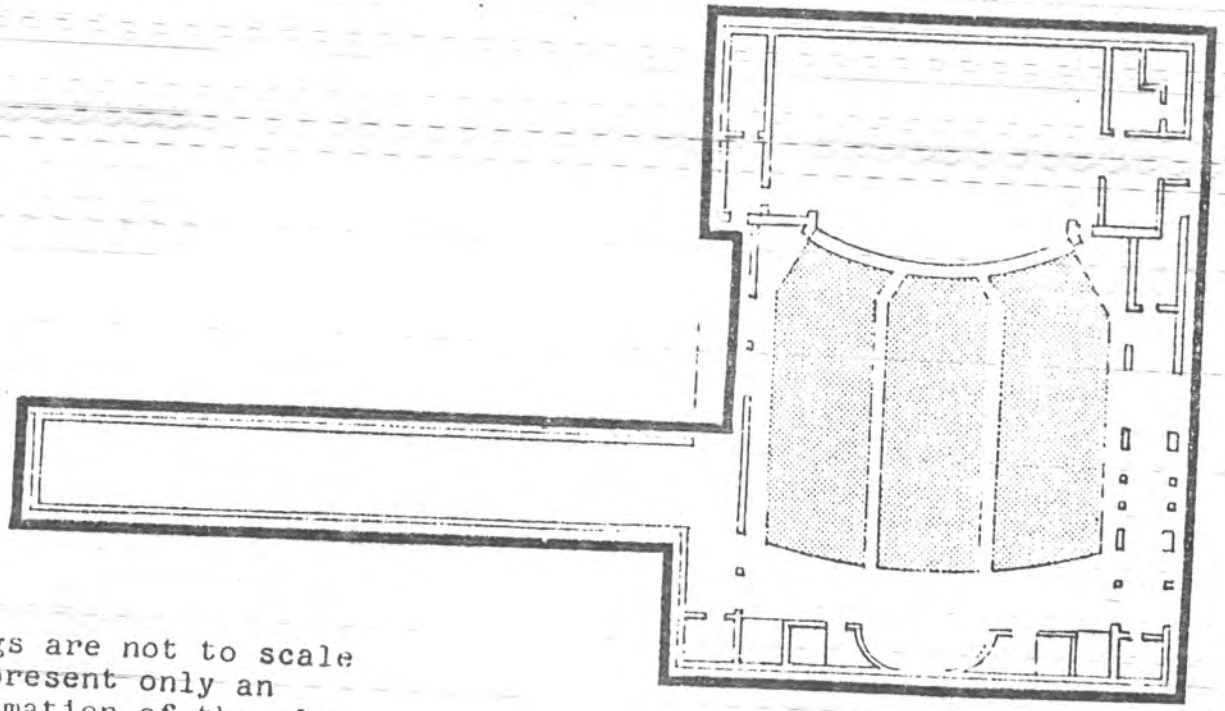


An early view
of the Stairway
Lounge

APOLLO THEATER

TOTAL AREA	15,000 sq.ft.
TOTAL VOLUME	390,000 cu.ft.
STAGE AREA	1,880 sq.ft.
FOOTPRINT	9,280 sq.ft.
SEATING CAPACITY	1170 seats





Drawings are not to scale and represent only an approximation of the plan

TIMES SQUARE THEATER (1920)

219 West Forty-Second Street

Architects: DeRosa and Periera

Capacity: 1032

Current Owner: Brandt Family

HISTORY

The Times Square and Apollo Theaters were conceived, at the same time, back to back in a single building. Although the plan (designed by DeRosa and Periera, with George Keister's consultation) changed, the twin theaters were obviously companion pieces. In 1933 they both were converted to movie houses.

EXTERIOR

These two theaters are joined behind a common facade (the colonnade recalling Irving Berlin's Music Box Theater on 45th Street). It is notable for its restraint and offers a fine Adamesque quality to the decorative excesses of 42nd Street. The first floor base is awkwardly divided because it must serve as audience access to both theaters, the Times Square stage and commercial space. (Future developments might permit an organization more consistent with the symmetry of the upper portions.) Nonetheless this facade is worthy of preservation, and is an appropriate vehicle for interpretive restoration.

AUDITORIUM

This straightforward interior uses the Adam Brother's style for inspiration and is typical of commercial theaters. Its single balcony, side boxes, and indirectly lit ceiling dome form the basis for much of New York Theater design.

Unlike the Apollo, the Times Square has not been refurbished and is currently in poor state of repair. The house presently seats 1032. The orchestra rake is approximately 5 feet with good sight-lines and an intimate audience-performer relationship.

In its original form the theater was decorated in Empire style. The color scheme was silver, grey, green and black. Much of this ornamentation has been covered by layers of paint. Plaster moldings and two distinctive box canopies remain. Renovation would require replacement of seating, carpeting and house lights, patching and painting of walls and ceilings, and resurfacing floors.

PUBLIC SPACE

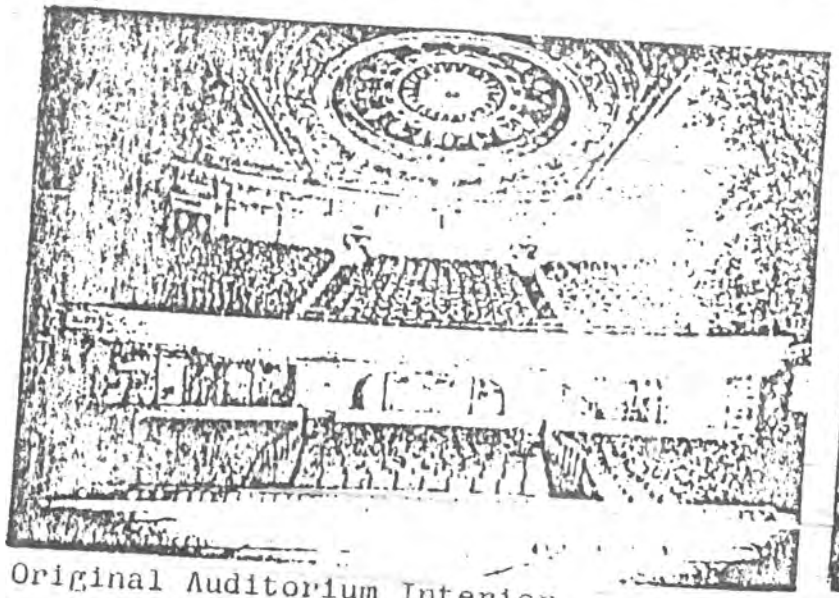
The public spaces of the Times Square are inadequate for current use. There is no box office or coat check facility. The refreshment bar is at the back of the house. Toilets do not meet current code requirements for fixture counts. All public spaces require extensive renovation in the form of new floors, replastering and painting.

Egress from the orchestra is either onto 42nd Street or into an alley which has no outlet other than the lobby of the Apollo. Current codes require a new system of egress be developed.

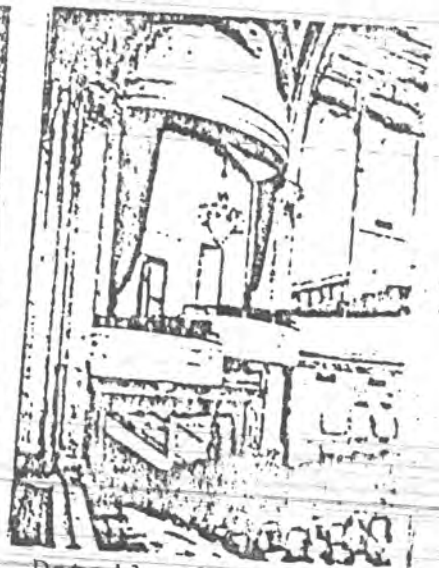
STAGE & SUPPORT AREAS

The stage has been reconstructed for commercial space fronting 42nd Street. Should the theater be reactivated as a legitimate house, the masonry wall four feet behind the proscenium must be removed. In addition, the stage has no direct access from the house, and to enter the backstage area one must go through the alley.

Original Facade of the Times Square & Apollo



Original Auditorium Interior

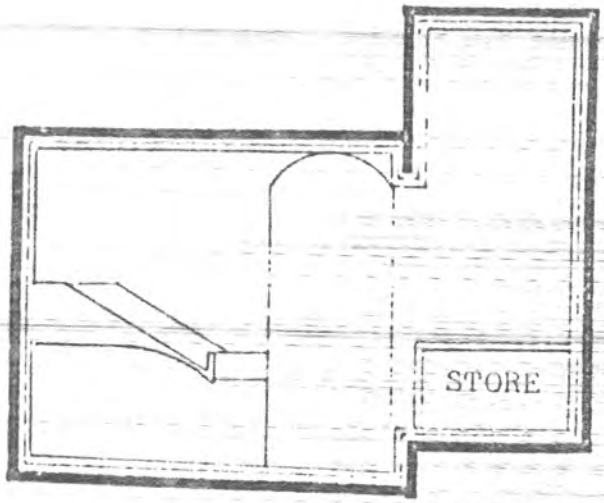


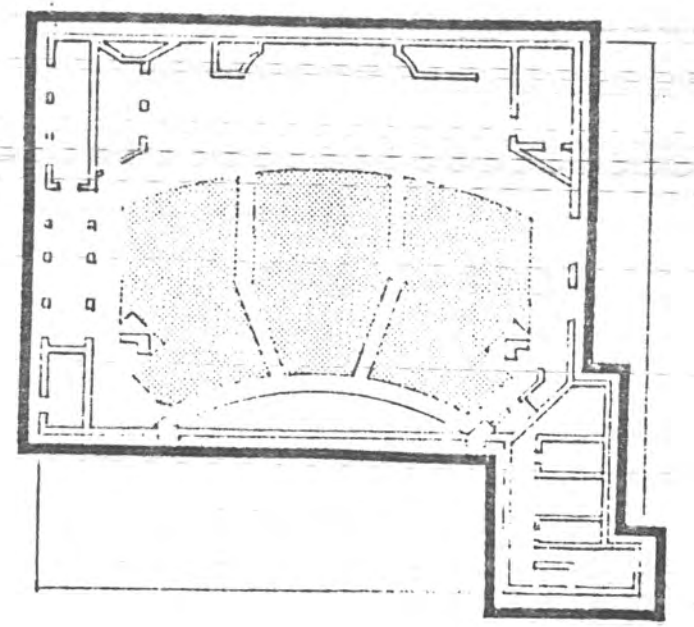
Detail of Boxes

75 TIMES SQUARE THEATER

IMES SQUARE

OTAL AREA	9,070	sq.ft.
OTAL VOLUME	195,000	cu.ft.
TAGE AREA		NONE
OOTPRINT	4,900	sq.ft.
EATING CAPACITY	1032	seats





awings are not to scale
d represent only an
proximation of the plan

APOLLO THEATRE

219 West Forty-second Street

Other name: Bryant

Standard house

Architect: Eugene DeRosa

Built in 1910 as a combination motion picture and vaudeville house.

Opening production as a legitimate theatre: November 18, 1920, *Jimmie*

For the first ten years of its existence, the theatre, originally known as the Bryant, showed motion pictures and presented vaudeville in combination. The Selwyns took it over in 1920, renamed it the Apollo, and joined it by a common facade to their new Times Square Theatre. As a legitimate house it booked plays and musicals, but by far its most famous tenant was George White's *Scandals*, editions of which returned to the Apollo yearly from 1924 to 1931.

After an early Depression diet of motion pictures, the Apollo was taken over by the Minskys for burlesque from 1934 to 1937. A year later, it was back showing films and has remained a movie theatre ever since.

BUILDING-STRUCTURE INVENTORY FORM
Junior League Survey
DIVISION FOR HISTORIC PRESERVATION
NEW YORK STATE PARKS AND RECREATION
ALBANY, NEW YORK (518) 474-0479

FOR OFFICE USE ONLY
UNIQUE SITE NO. ____
QUAD ____
SERIES ____
NEG. NO. ____

YOUR NAME: Jane Andrews DATE: June 2, 1979
YOUR ADDRESS: 1225 Park Ave TELEPHONE: 860-1923
ORGANIZATION (if any): New York Junior League

* *

IDENTIFICATION

1. BUILDING NAME(S): Times Square Theatre
2. COUNTY: New York TOWN/CITY: New York VILLAGE: ____
3. STREET LOCATION: 219 W. 42nd St
4. OWNERSHIP: a. public ☐ b. private ☒
5. PRESENT OWNER: Brandt ADDRESS: 229 W. 42nd St
6. USE: Original: legitimate Present: movie
7. ACCESSIBILITY TO PUBLIC: Exterior visible from public road: Yes ☒ No ☐
Interior accessible: Explain during show

DESCRIPTION

8. BUILDING MATERIAL: a. clapboard ☐ b. stone ☐ c. brick ☒ d. board and batten ☐ e. cobblestone ☐ f. shingles ☐ g. stucco ☐ other: ____

9. STRUCTURAL SYSTEM: (if known)
a. wood frame with interlocking joints ☐
b. wood frame with light members ☐
c. masonry load bearing walls ☐
d. metal (explain) ____
e. other ____

10. CONDITION: a. excellent ☐ b. good ☒ c. fair ☐ d. deteriorated ☐
11. INTEGRITY: a. original site ☒ b. moved ☐ if so, when? ____
c. list major alterations and dates (if known):

12. PHOTO:

13. MAP:

14. THREATS TO BUILDING: a. none known ☒ b. zoning ☐ c. roads ☐
d. developers ☐ e. deterioration ☐
f. other: unseemly neighborhood

15. RELATED OUTBUILDINGS AND PROPERTY:
a. barn ☐ b. carriage house ☐ c. garage ☐
d. privy ☐ e. shed ☐ f. greenhouse ☐
g. shop ☐ h. gardens ☐
i. landscape features: _____
j. other: _____

16. SURROUNDINGS OF THE BUILDING (check more than one if necessary):
a. open land ☐ b. woodland ☐
c. scattered buildings ☐
d. densely built-up ☒ e. commercial ☒
f. industrial ☐ g. residential ☐
h. other: _____

17. INTERRELATIONSHIP OF BUILDING AND SURROUNDINGS:
(Indicate if building or structure is in an historic district)
The Times Square Theatre is on the north side of West 42nd Street between 7th and 8th Avenues. Also on the block in this once famous hub of legitimate theatre is the Apollo, Lyric and Selwyn. On the south side of the street is the Liberty Theatre

18. OTHER NOTABLE FEATURES OF BUILDING AND SITE (including interior features if known):
The Times Square Theatre's Greek Revival exterior with its 6 columns across its facade is the most impressive building on the block. Its entrance from 42nd Street leads into a very narrow lobby whose walls and ceilings are highly decorated. Scroll work and use of marble predominate

SIGNIFICANCE

19. DATE OF INITIAL CONSTRUCTION: Opening Production Sept. 30 1920 The Mur
ARCHITECT: Eugene De Rosa
BUILDER: _____

20. HISTORICAL AND ARCHITECTURAL IMPORTANCE:
The Selwyns built The Times Square Theatre on 42nd Street and saw a good many successes scored at their theatre in the 1930's. Gentlemen Prefer Blondes, The Front Page and Private Lives premiered at the 1 playhouse during the heyday of 42nd St as a theatrical center. In 1933 its stage was occupied by its last legitimate production and the theatre became a movie house.

21. SOURCES:
Henderson, Mary C. The City and The Theatre New York Playhouses From Bowling Green to Times Square, 1973

22. THEME:
The Times Square Theatre as part of the New York Theatre District, the largest, most complex and most diversified theatrical center in the history of the city reflects the architectural cultural and economic characteristics of an historical era It provides a viable and essential economy and serves as an

VICTORY THEATRE

N.B. 2113/1899
Dec. 20, 1899
near NW corner 7th Ave & 42nd Street, Nos. 207-9-11
owner: Oscar Hammerstéen
architect: Albert E. Westover (sic)
cost: $200,000
69' front, 100' deep (both lot and buildings): 69' high, 3 stories
stone foundations, brick above: brick and stone front

Commenced: Jan 18, 1900 Completed: Oct 5, 1900
Theatre. "(This Appl. takes the place of NB 1316/99)"

LYRIC THEATRE

N.B. 641/1902
Oct 31, 1902
43rd St s/s, 164' W of 7th Ave
owner: E. Clifford Potter, 1 E.42nd St
architect: V. Hugo Koehler, 1123 Bway
brick
front: 119^4 depth: 100^5 4 stories 1 bldg
cost $200,000 Theatre

Commenced: Jan 21, 1903 Completed: July 1, 1904

formerly on site: manufacotry-workshop, 213 W.42nd St, owner Jules Weber, architect, John Sexton, Builder, John Hild & Son. $1000. 20' front, 100'deep lot, 20' x 20' building. One story. Brick front, tin roof. N.B. 2151/1895

TIMES SQUARE-APOLLO THEATRES

N.B. 237/1917
owner: Burgwyn Realty Corp, 1109 Bway (Confusion as to owner: Burgwyn? Sperry & Hutchinson Co, W. J. McKee Treasurer? Sol Bloom?)
architect: De Rosa & Pereira, 110 W.40th St
2 theaters, stores and offices
cost: $150,000 and $75,000
2 and 4 stories

Approved, March 26, 1919 Completed Nov. 12, 1920

formerly on site: 225 W.42nd St (NB 108-1910) B.1014 L.20
Theatre
owner: Geo. W.M. Sturges, 2228 Bway
architect: Harry G. Wiseman 507 Fifth Av
bldr/supt: Fred Eckhardt
Brick, 25' front, 100' deep 1 story 30' high 1 bldg
$6000
Commenced: April 8, 1910 Completed: Sept 30, 1910

Gray, Hoffman Pfeffer associates (from 42 redev files)

10 Theatres on Forty-second St n.d.

APOLLO THEATER (1920)

219 West Forty-Second Street

Architects: DeRosa and Periera

Capacity: 1170
Current Owner: Brandt Family

HISTORY

The Apollo was opened, along with the Times Square, in 1920. Like the Times Square, it also was designed by DeRosa and Periera, with George Keister as consultant. Originally scheduled as the Margaret Mayo Theater, it was then to be named the 42nd Street Theater, but ultimately opened as the Apollo.

This is the only 42nd Street theater which has been converted back to a legitimate house. Refurbished in 1978, it once again houses Broadway shows, although not on a continuous basis.

EXTERIOR

A common facade on 42nd Street joins the Apollo and Times Square Theater. With six ionic columns flanked by two large arched windows, it is very much a classic design. Its current owners, however, have decided to turn their backs on 42nd Street and have refurbished the 43rd Street facade, making it the primary public entry. New glass doors, box office and sand blasting have effectively made this the "front" of the theater.

AUDITORIUM

While clean, bright and appealing, much of the original richness of the house has been lost through low budget and unimaginative renovation. Fortunately, no major changes have been made to the house (other than recarpeting, reupholstery of seating, painting and replacing house lights and curtains).

Apollo Going Back to Films

The New Apollo Theater, the former 42d Street movie house that was converted with much fanfare into a legitimate theater in 1978 with its entrance on West 43d Street, is going to show movies again.

"We hope this is temporary," said Martin Levine, the president of Brandt's 42d Street Theaters, which owns the Apollo. "There is a terrific shortage of good plays. We hope the industry will change. We can change the theater again overnight if a good play comes along."

Since it returned to legitimate use five years ago, the New Apollo has shown Ernest Thompson's "On Golden Pond," Martin Sherman's "Bent" and Lanford Wilson's "Fifth of July," which closed in January 1982. Last summer the theater reopened briefly with "The Guys in the Truck," which received poor reviews and closed quickly.

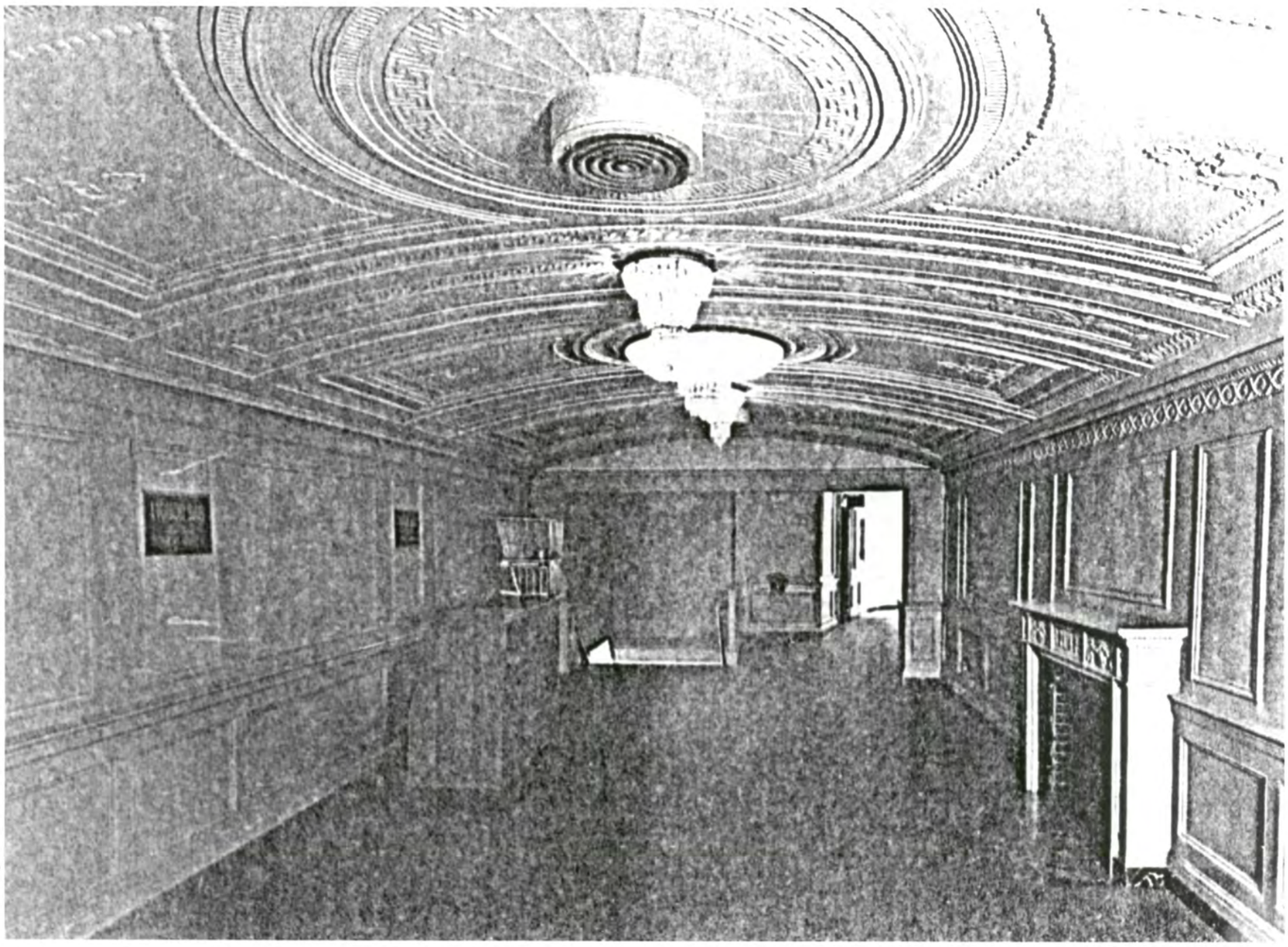
Mr. Levine said the New Apollo would begin showing movies in late October and that the theater would have entrances on both West 42d Street and West 43d Street. "We will show specialized pictures," he said, adding that the first would probably be a film about gospel singing.

The New Apollo is the second Times Square theater to return to film use after having been converted for legitimate stage attractions in recent years. The other, the Rialto on Seventh Avenue, began showing films again last winter.

When the New Apollo was converted for legitimate use, the Brandt chain also announced similar plans for the adjacent Lyric Theater.

"There is nothing happening at the Lyric," Mr. Levine said.

29 Sept 1983



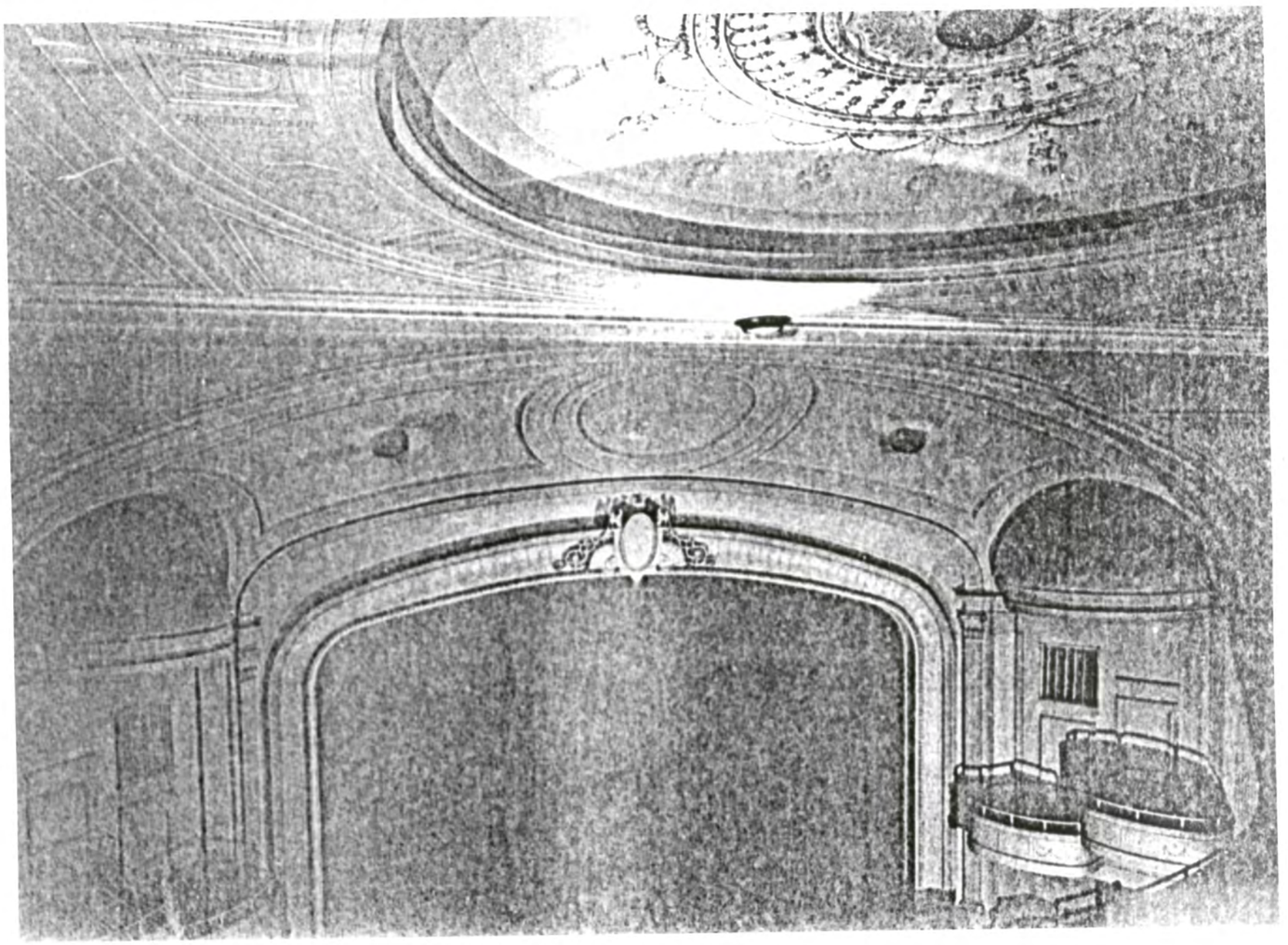
New Apollo Theater Interior
Mezzanine Lounge

Photo: Steven Zane, Shopsin Report

Times Square Theater
215-223 West 42nd Street
Manhattan

Built: 1919-20
Architect: DeRosa & Pereira

Photo: Shockley, LPC



Times Square Theater Interior
215-223 West 42nd Street
Manhattan

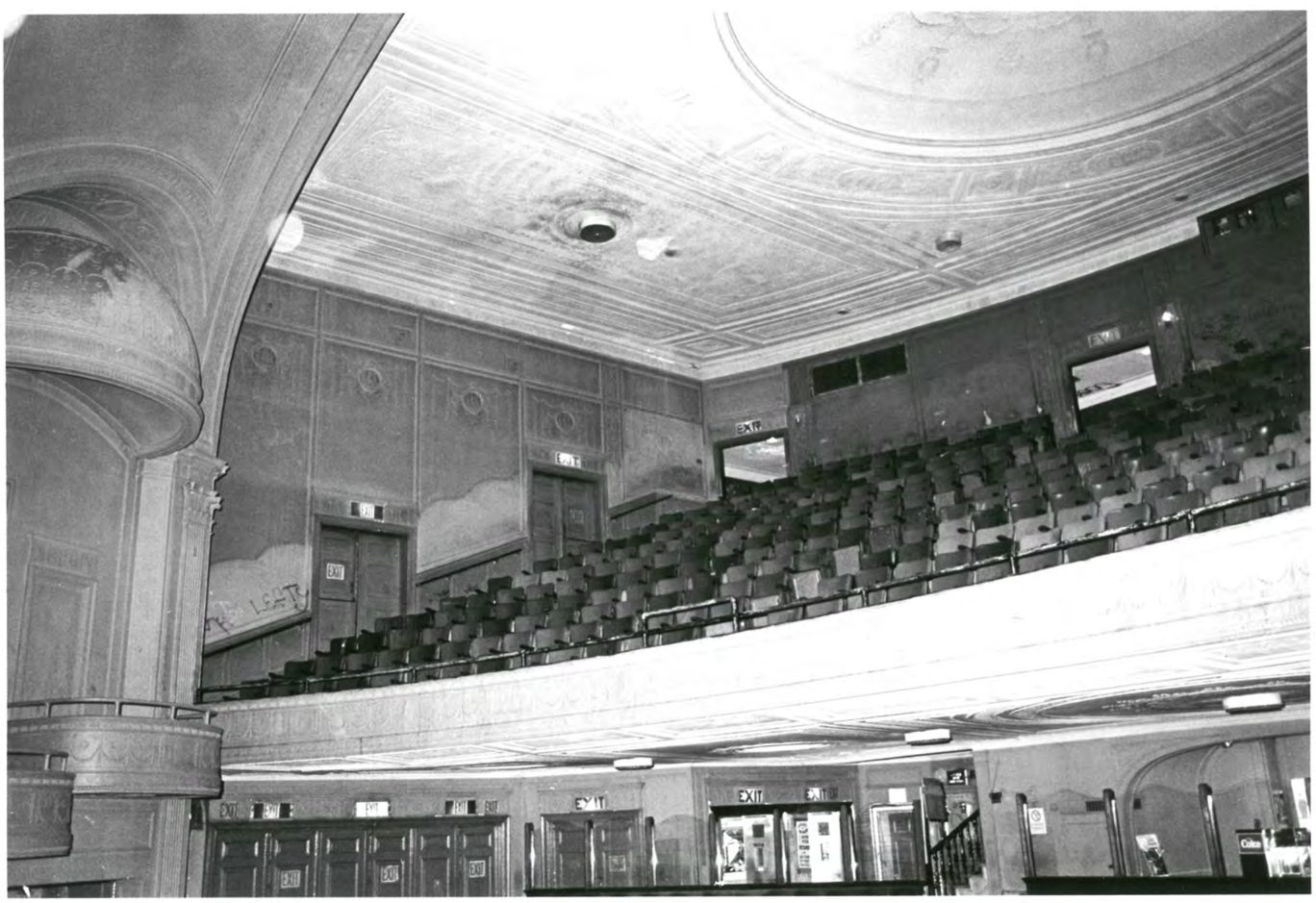
Built: 1919-20
Architect: DeRosa & Pereira

Photo: Steven Zane, Shopsin Report

New Apollo Theater Interior
215-223 West 42nd Street
Manhattan

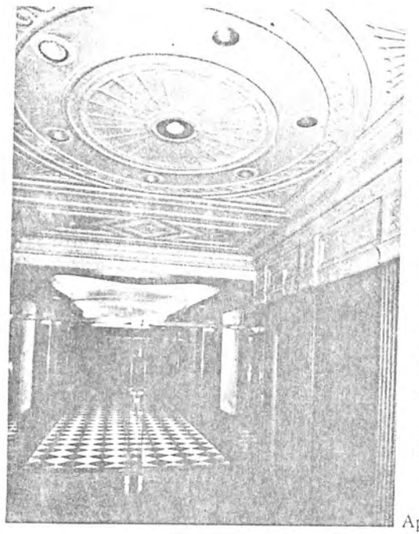
Built:1919-20
Architect: DeRosa & Pereira

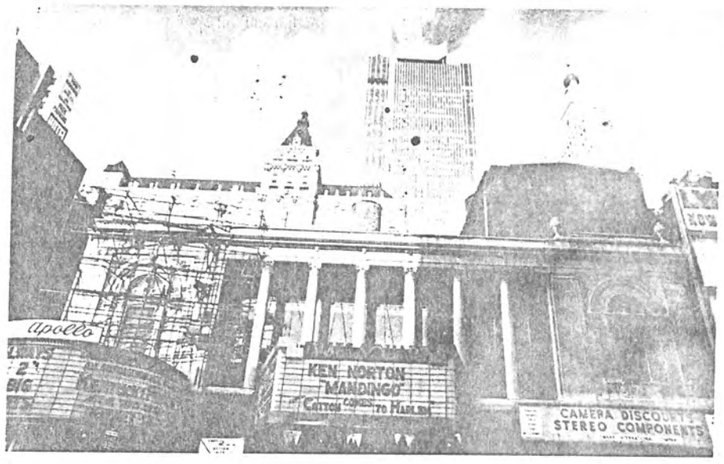
Photo: Steven Zane, Shopsin Report



New Apollo Theater Interior

Times Square Theater





Apollo Lobby

Architecture and Building, Vol 52, 1920 Eugene DeRosa

Co., Inc., The Steelbilt toilet partitions were manufactured by Betz Bros., Inc. The W. G. Cornell Co. installed the plumbing, drainage and sprinkling systems.

The spirit of co-operation with which all those engaged in the construction of this building have been embued is a worthy tribute to the sincerity of purpose which has attended its design and construction. This is true, not only of the owners and the architects, but also of those who executed the work, to which the successful combination of beauty with utility in its practical execution is directly attributable, and emphasizes in the most forcible manner why "Industrial buildings should be designed architecturally."

REINFORCED CONCRETE OFFICE BUILDINGS

The great reinforced concrete structure, known as the Western Electric Company Building, covers the entire New York City block bounded by Hudson, West Houston, Greenwich and Clarkson Streets, an area 200x328 feet. It is designed for use for general offices by the Western Electric Company, Inc., and the New York Telephone Company.

The construction is of flat slab type with a column spacing of 20 feet center to center each way. The slab thickness is 8½ inches for the floors carrying 200 pound load. Deformed bars are used for reinforcement and the columns are round with the usual mushroom head characteristic of flat slab construction. The first floor is designed to carry a 350 pound live load, the second to eighth floors inclusive a 200 pound live load, the ninth a 100 pound load and the roof a 40 pound load. The interior walls are 8 inch brick and the exterior is finished with a brick veneer, with limestone and granite trim.

The Fletcher Building occupies a site having a frontage of 175 feet on Varick Street with a depth of 65 feet extending eastward on Grand and Watt Streets. This is an eleven story reinforced concrete structure with an exterior design following Gothic motifs. It is also of flat slab type with 9 inch slabs designed to carry 300 pound live loads throughout. The interior walls and partitions are of hollow tile.

The approximate quantities of material used in the construction of the Western Electric Company Building were 55,000 barrels of cement, 17,000 cubic yards of sand, 19,500 cubic yards of gravel, 500 cubic yards of grit and 2,100 tons of reinforcing steel. The material quantities for the Fletcher Building were 14,000 barrels of cement, 4,000 cubic yards of sand, 7,500 cubic yards of gravel and 450 tons of reinforcing steel. Both buildings were built by the Turner Construction Co.

The quantities given above are figured quantiites for sand and gravel. The aggregate actually used, known as Marlboro Aggregate, supplied by the Peconco Engineering & Contracting Corp., is specially prepared and has the following properties.

It consists of a graded mixture of crushed field stone, gravel and sand all from the same bank. The material is washed, screened and stored in separate bins for the 1½-inch, ¾-inch, ⅜-inch and ¼-inch sizes. The bins are fitted with valves through which the material is fed on to conveyor belts. A mixture corresponding to any specified grading may be prepared in quantity.

A mixture having a fineness modulus of 6.03 and voids of 23% consists of one part of material smaller than ¼ inch to two parts of material larger than ¼ inch and has the following properties:

Total retained on			Per cent.
100	mesh	sieve	99.3
48	"	"	96.9
28	"	"	91.4
14	"	"	82.9
8	"	"	70.8
4	"	"	64.8
⅜	"	screen	61.3
¾	"	"	32.9
1½	"	"	2.6

A standard test on a mixture consisting of one part cement and five parts "Marlboro Aggregate" ratio by volume $\frac{\text{water}}{\text{cement}} = 0.82$, concrete cylinders, 8 inch x 16 inch at 28 days showed 2,813 pounds per square inch. The tensile strength of 1:3 cement mortar briquettes made from the material passing ¼ inch showed 115% to 140% of the strength of Ottawa sand, based on results from four independent testing laboratories.

McKenzie, Voorhees & Gmelin are the architects for the Western Electric Company's Building and Helmle & Corbett the architects for the Fletcher Building. J. P. Hall-Smith Company were the electrical contractors for the Western Electric Company's Building. H. G. Vogel Company supplied the automatic sprinkler equipment for this building. A. B. See Electric Elevator Company installed the elevators. Krider Building Material Co., Inc., supplied the builders' materials for both buildings.

TIMES SQUARE AND APOLLO THEATRES

The two new Selwyn theatres, the Times Square and the Apollo, both opened this winter, are very unusual in their decorative color schemes, offering novelty as well as harmony. The interior of the Times Square is Empire in style, worked out in silver, green and black. The walls are silver gray. The touches of green are so delicate in tone that they melt imperceptibly into the grays, and the tapestried orchestra seats continue the color harmony, all standing out in contrast to the background of the carpet, which is black and the curtain in folds of black velvet.

From the orchestra floor a grand stairway winds up to the mezzanine, off which lies the ladies' smoking and retiring room with its every convenience for women guests. The men's smoking and retiring room is in the basement. It is a beautiful Tudor room paneled with oak wainscoting and extremely inviting to the masculine element.

The color scheme of the Apollo is tan, rose and blue, the curtain of peacock blue velvet being the solid color note of the scheme. A feature of the decoration is a large mural painting by William Colton at the back of the auditorium.

The frontages of these new playhouses adjoin on Forty-second street. The auditorium of the Apollo is on Forty-third street, reached through a long lobby, the outer section of which is paneled with Rozato and Levanto marbles, while the inner part has a color scheme of black and white in Belgian marble.

The Apollo theatre has a seating capacity of 1,200.

One of the most important of the innovations, from the standpoint of the public, is the double doors and air cushions on the Forty-third street side, which makes the theatre practically sound-proof, protecting its audiences from the disturbing noises of the streets. Likewise the Apollo is the first "legitimate" playhouse in New York having what is termed the cross-over aisle in the balcony. This, in effect, is a series of entrances to the balcony, eliminating for ticket holders of that section of the house just half the distance they have to travel in any other playhouse of the same size in this city.

The Apollo stage is equipped with the counterweight system and large stage elevators, which make it possible to handle tremendous productions with the utmost ease. It also boasts an 80-foot general lounging room, in addition to commodious lounges and retiring rooms for the separate use of men and women.

Both houses were designed by Eugene DeRosa and built by the O'Day Construction Co. The Architectural Plastering Co., Inc., did the exterior scraffito work on the Times Square Theatre and the ornamental plaster work in both theatres. L. S. Fischl's Sons were the painters and decorators for the Times Square Theatre. The cove striplighting, stage plugging devices and the marquee lighting for both theatres were executed by the New York Calcium Light Co. The furniture was supplied by Smith & Jones. The interior marble work in both theatres was done by the G. Cullo Marble Works. The counter weight system of stage rigging was installed by Peter Clark, and the electric stage lifts by Charles E. Dowdall, Inc. Menger, Ring & Weinstein, Inc., supplied the display cases.

THE FISK BUILDING

The building being constructed for the Fisk Rubber Company occupies all of the southerly Fifty-seventh Street block front between Broadway and Eighth Avenue. It will replace two historical apartment house structures of the type popular in the city a quarter of a century and more ago—the Rutland, occupying the greater part of the centre of the block, and the St. Augustine on the Eighth Avenue corner. In addition, on the plot were two five-story flats on Eighth Avenue and a six-story business structure on the immediate Broadway corner.

The building will be the tallest north of the Times Square section, exceeding by five stories the United States Rubber Building on the Broadway and Fifty-eighth Street corner, which, when erected several years ago, towered above everything else in its vicinity. The Fisk Rubber Company will control the entire structure under a long-term lease, occupying large space for its executive offices and leasing the remainder to tenants in the automobile and allied industries.

There will be setbacks, in accordance with the zoning law, at the upper stories, giving a pleasing tower-like effect. The facade will be of brick and limestone and from the fifteenth to the twentieth story will be a row of massive columns. The first story will have the unusual height of 21 feet and the second story, to be devoted to stores, will be fourteen feet in height.

The site lies across the boundary of two height restriction districts set by the New York Zoning regulations. It is divided between the districts which restrict the height of the structure to 1½ times and 2½ times the width of the street between building lines without setback. An appeal was made to the Zoning Commission for a modification of the restrictions on the basis of the prominence of the building architecturally. To follow the regulations exactly would have produced an unsymmetrical structure which would have been an eyesore in a prominent location. The restriction was waived in this case and the setback for the entire building raised to the higher limit zone, but to offset this a setback at the rear of the building was made, leaving the space equivalent in the building volume about the same as if the zoning rule had been exactly followed, thus the owners do not reap any financial benefit from the modified ruling as the floor area of the building is not increased.

Carrere & Hastings and R. H. Shreve are the architects of the building and Fred T. Ley & Company are the builders. The construction cost is figured at $2,500,000. Richards-Wilcox Mfg. Company have the contract for the "Ideal" elevator door hangers, the miscellaneous iron work is being executed by Sexauer & Lemke, and the steel inspection is being made by Robert W. Hunt & Company. The Atlantic Terra Cotta Co. have the contract for the terra cotta work.

THE ATLANTIC AND PACIFIC STEAMSHIP COMPANY'S BUILDING

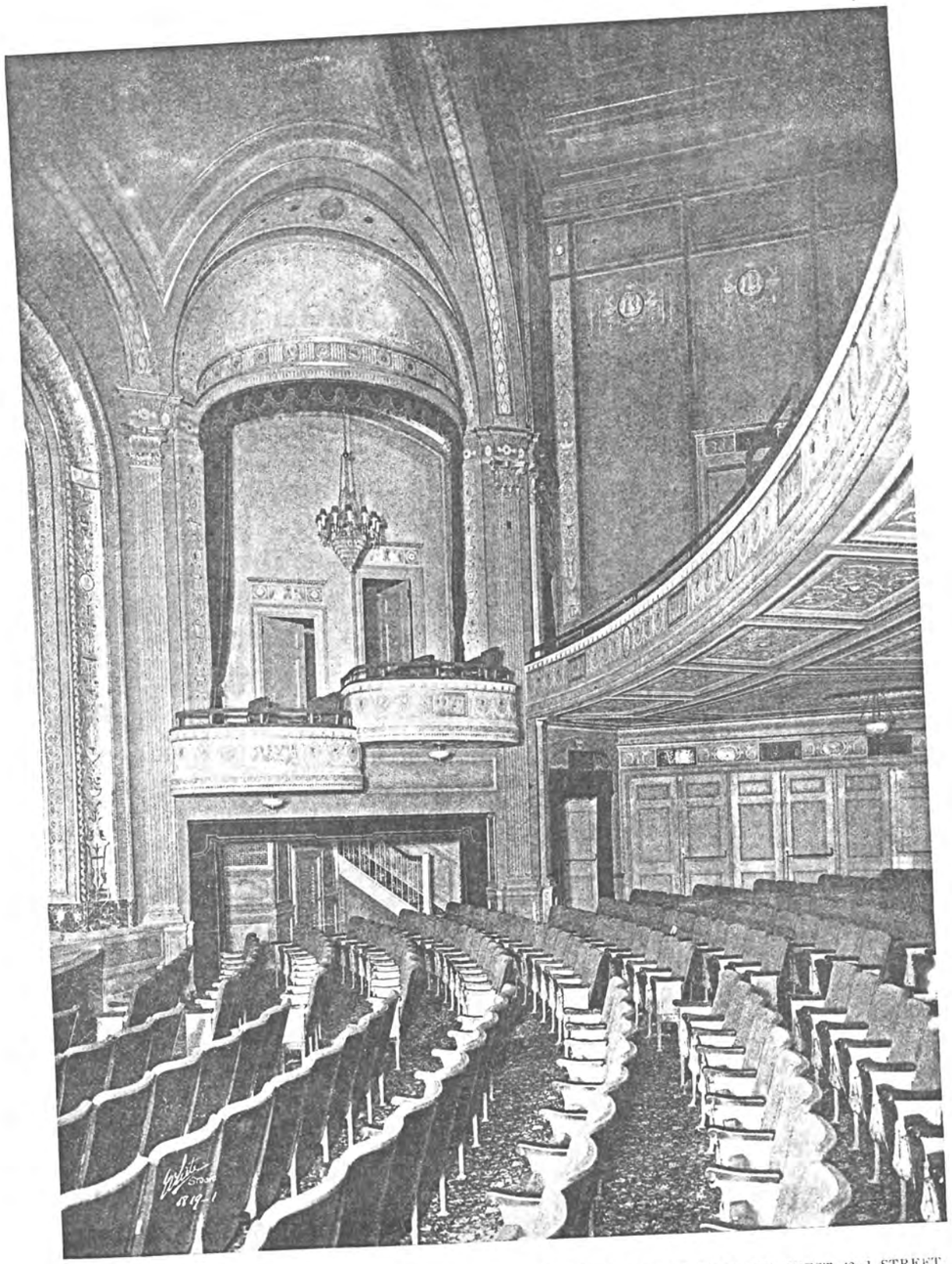
Well-designed small buildings are somewhat more infrequently met with than good larger ones. Perhaps this is merely a matter of percentage, as small buildings are put up in very considerable numbers, and it must be said for the most of them that they are merged in the commonplace to such an extent that most of us do not realize that they are ugly. Good small buildings, when they are built, are generally talked about and people even take the trouble to go and see them. We think that the little building we are now illustrating is worth seeing. Its red brick and white marble exterior has a mellowness and its iron balconies are attractive.

On the main floor there is a large public room with counters either side from the entrance and an elevator at the end of the public space. The colonial style chosen for the exterior is followed within and in the second story, where the general and private executive offices are located, there is one room with a good fireplace and all the feeling of a good American colonial interior. The third and fourth stories are occupied by the freight and claim departments respectively. The planning and division of floor space is, of course, adapted to the special needs of the business organization which occupies it. The arrangement and relation of offices is that which best suits a shipping business and the requirements of the owner in particular.

James W. O'Connor designed the building and the Whitney Company built it. Alfred E. Joy Co., Inc., did the painting and decorating.

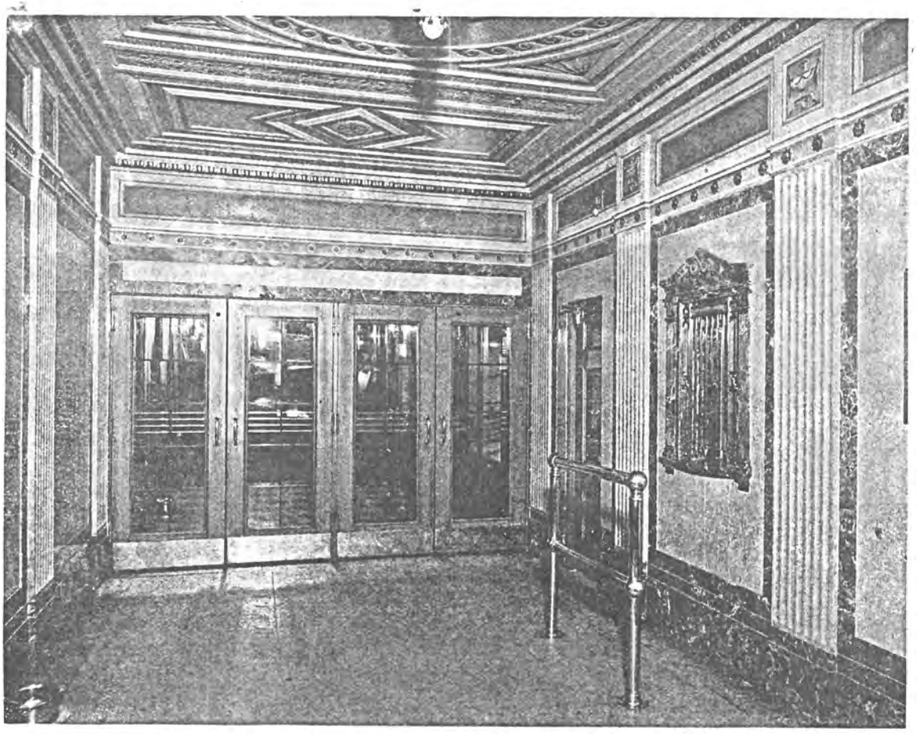
Docteur Ernest Gautier, Art Director of the New York Foreign Export Bureau, has lately arrived from the Paris Office, bringing with him some handsome tapestries and other art materials. These will be very interesting to the architectural profession.

The New York Office of this firm is located at 105 Hudson Street.



AUDITORIUM, TIMES SQUARE THEATRE, WEST 42nd STREET, NEW YORK CITY.

Eugene De Rosa, Architect.

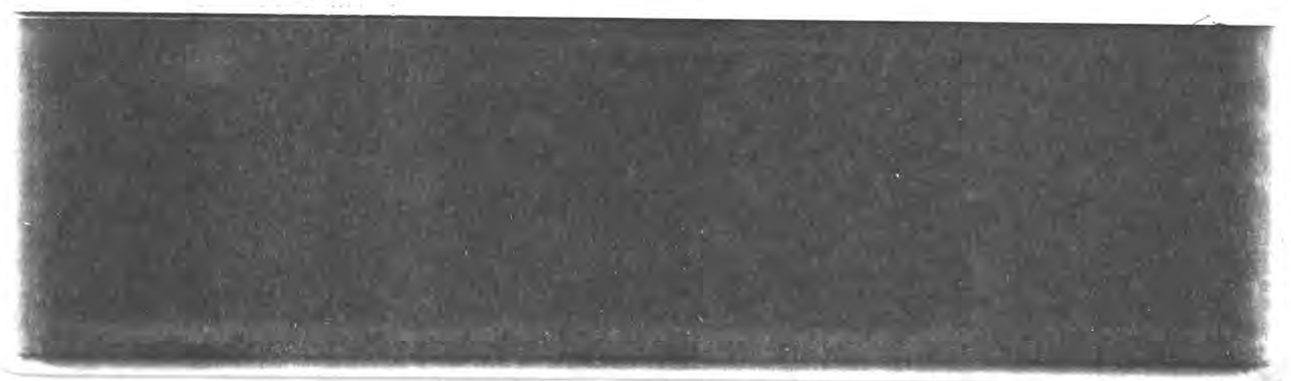


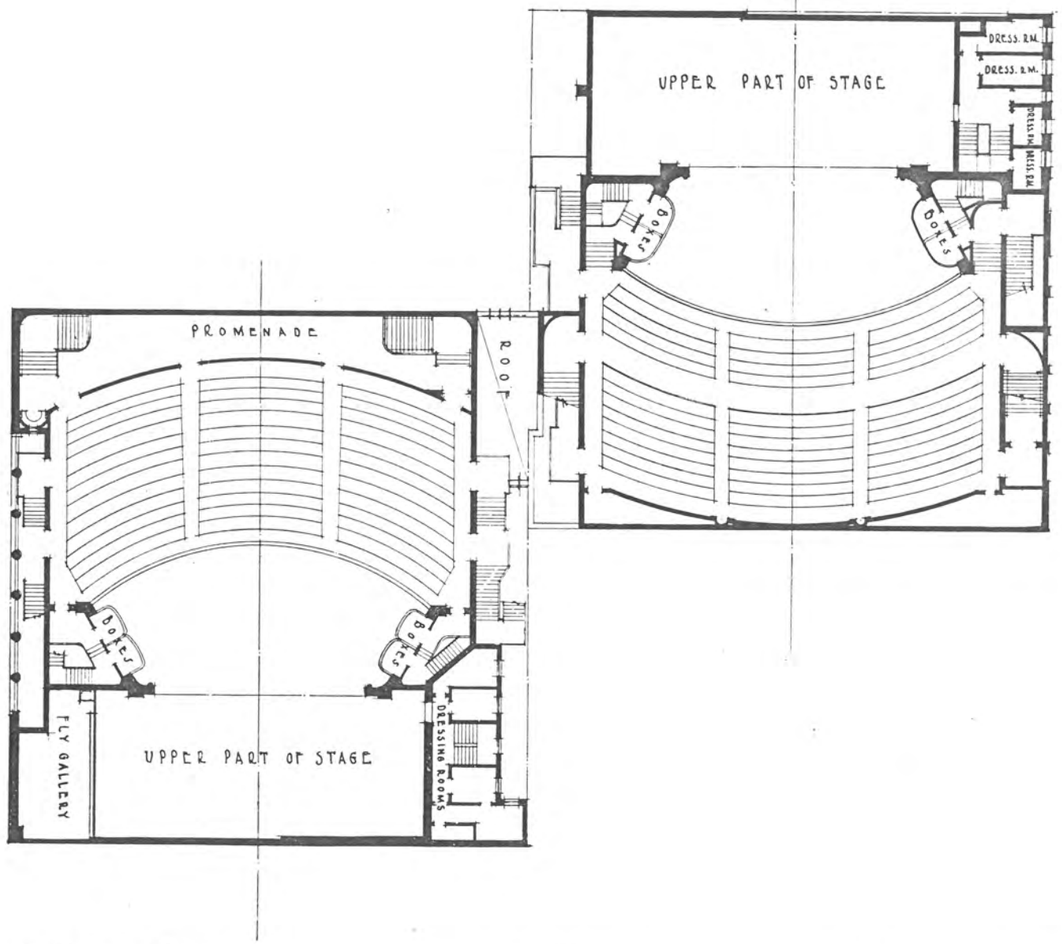
Interior marble—G. Cullo Marble Works.

LOBBY, APOLLO THEATRE.
Eugene De Rosa, Architect.

WESTERN ELECTRIC CO.'S BUILDING, HUDSON, WEST HOUSTON, GREENWICH AND CLARKSON STREETS, NEW YORK CITY.
McKenzie, Voorhees and Gmelin, Architects.

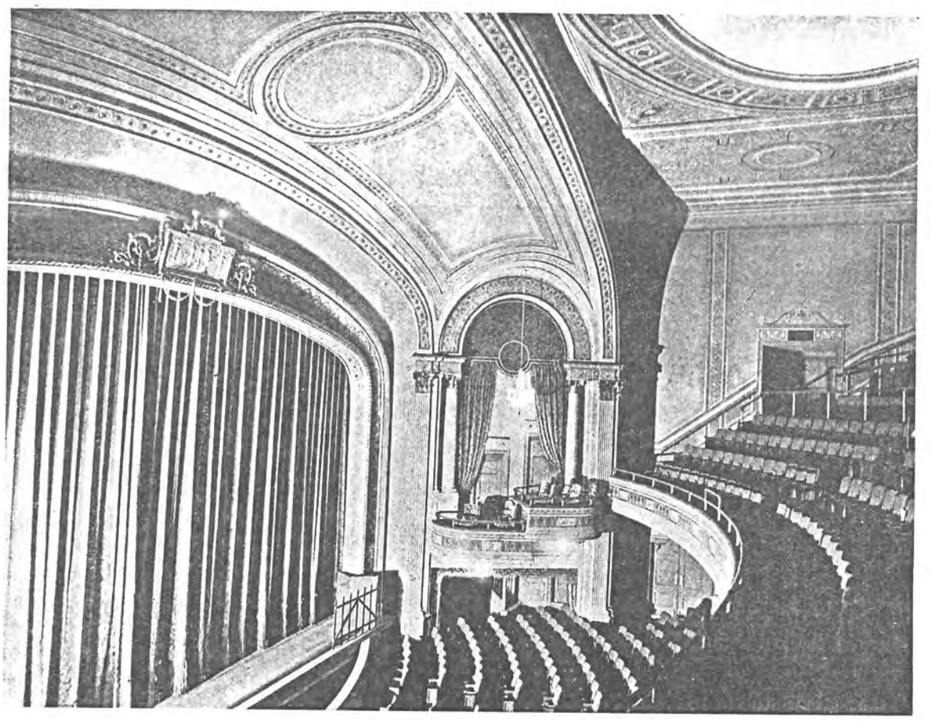
Built by Turner Construction Co.; electrical contractors—J. P. Hall-Smith Co.; automatic sprinkler equipment—H. G. Vogel Co.; builder's materials—Krider Building Material Co., Inc.; agate aggregate—Agate Sand & Gravel Co.; elevators—A. B. See Electric Elevator Co.

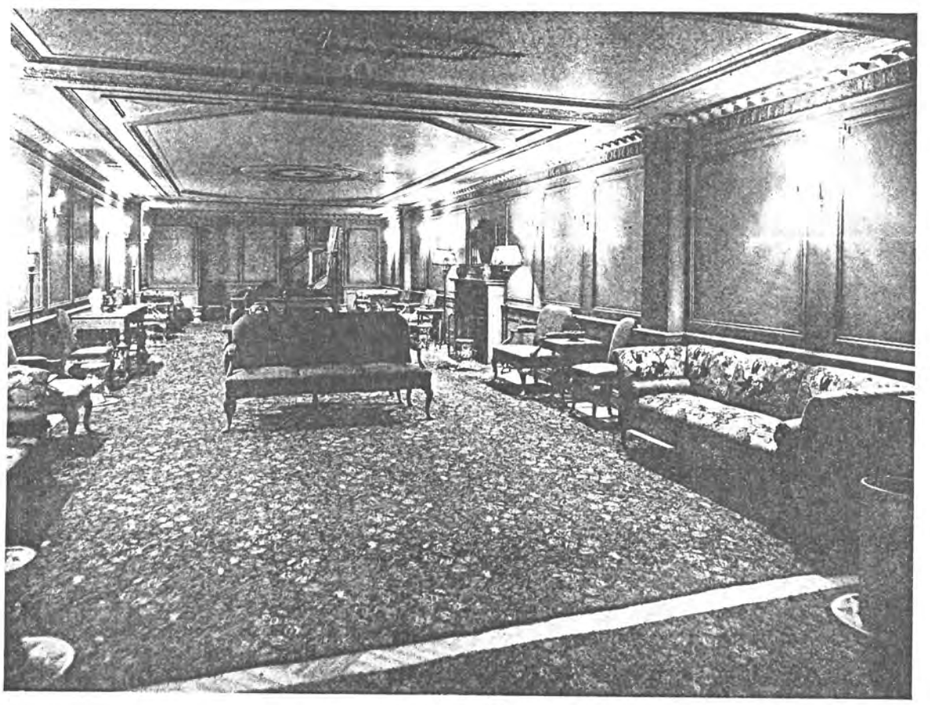




SECOND FLOOR PLAN, TIMES SQUARE AND APOLLO THEATRES, WEST 42ND STREET, NEW YORK CITY.

Eugene De Rosa, Architect.



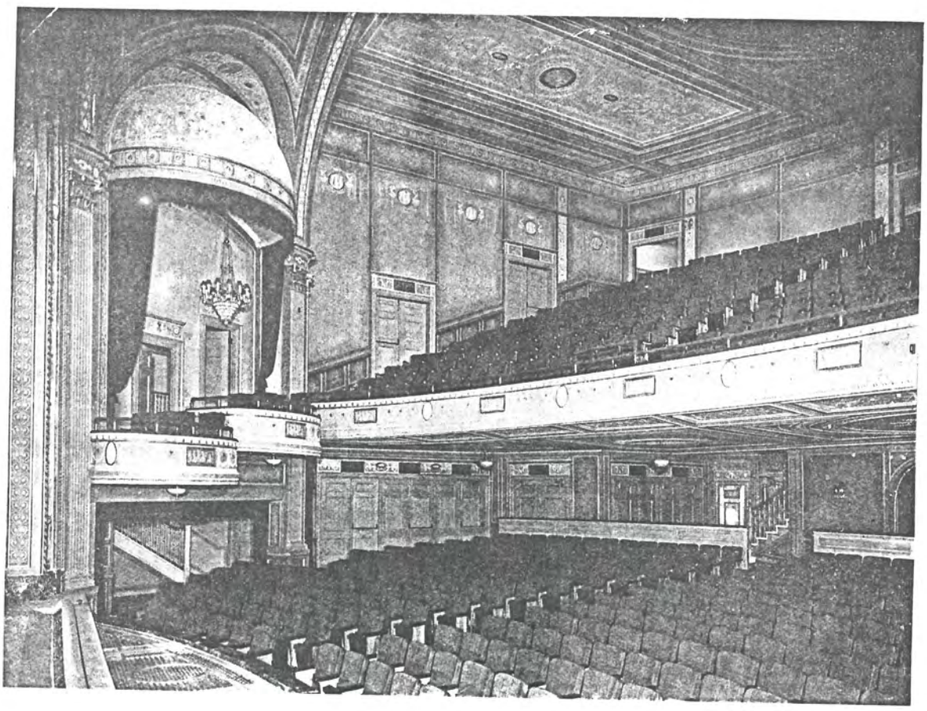


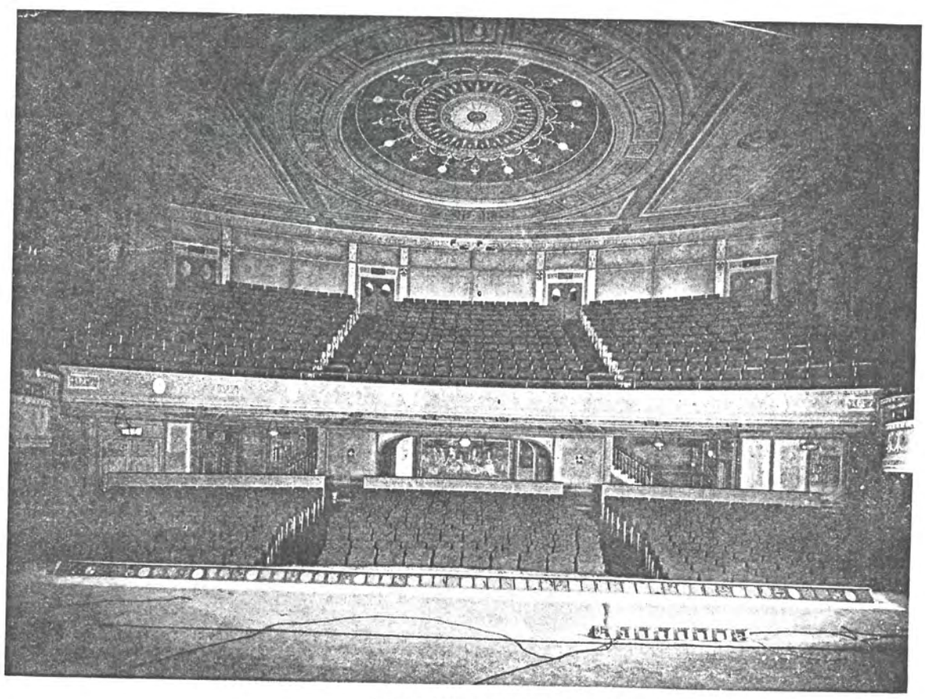
AUDITORIUM AND LOUNGE, APOLLO THEATRE, WEST 42ND STREET, NEW YORK CITY.

Eugene De Rosa, Architect.

ARCHITECTURE AND BUILDING. Plate 146.

Built by O'Day Construction Co.; furniture—Smith & Jones; ornamental plaster —Architectural Plastering Co., Inc.; painting—L. S. Fischl's Sons.; cove strip-ligh[illegible] stage dimming devices—New York Calcium Light Co.

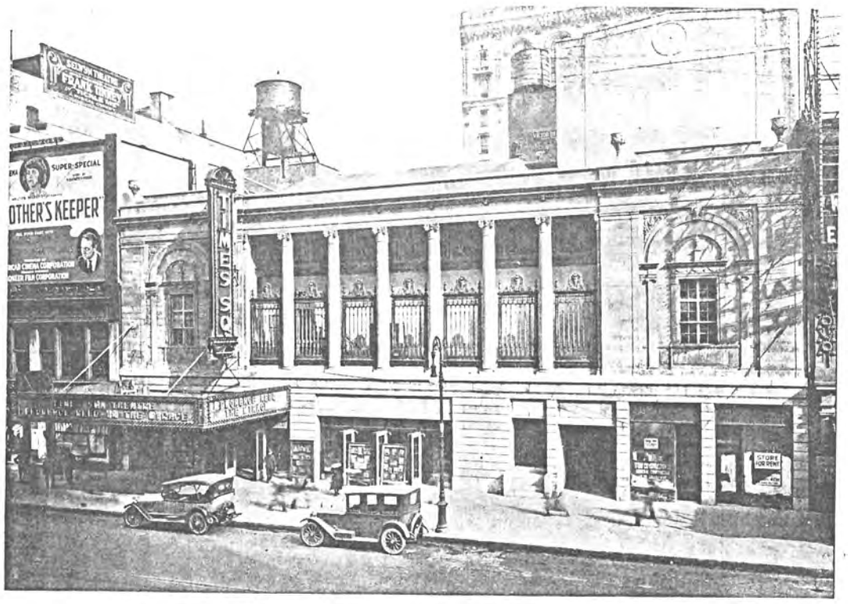




TIMES SQUARE THEATRE. WEST 42nd STREET, NEW YORK CITY.
Eugene De Rosa, Architect.

ARCHITECTURE AND BUILDING. Plate 147.

Built by O'Day Construction Co.; ornamental plaster work—Architectural Plastering Co., Inc.; painting—L. S. Fischl's Sons; furniture—Smith & Jones; interior marble—G. Cullo Marble Works; cove striplighting, stage plugging devices—New York Calcium Light Co.



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NEW YORK CITY
EUGENE DE ROSA, Architect

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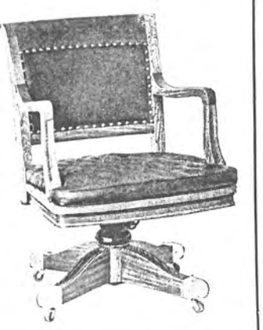

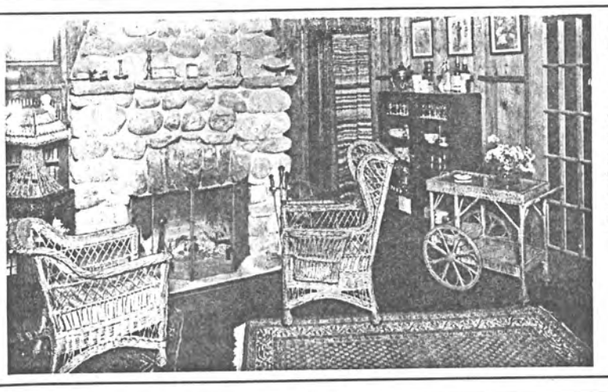

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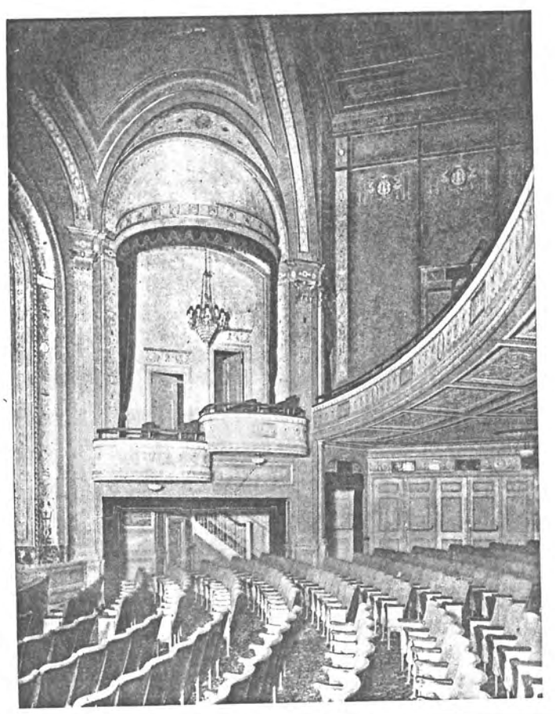

Times Square Theatre New York

EUGENE DeROSA
Architect

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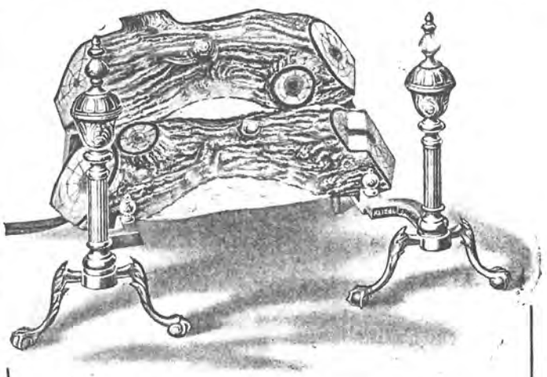

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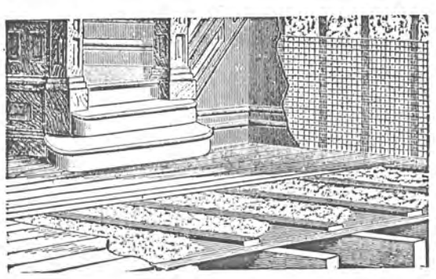

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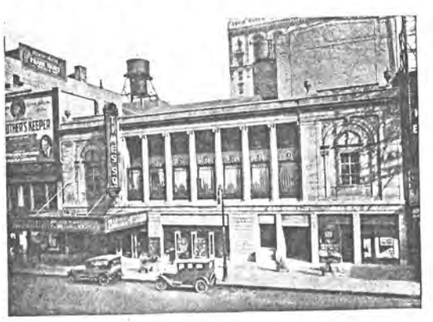

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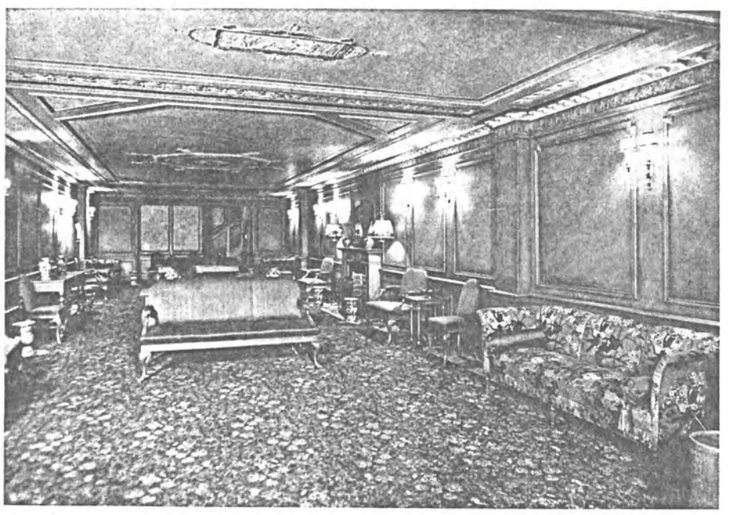

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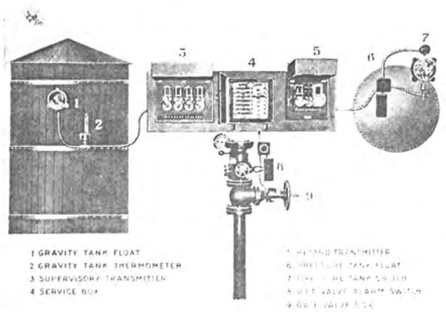

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TIMES SQ.	— THURS. SEPT. 30, 1920	"	1200
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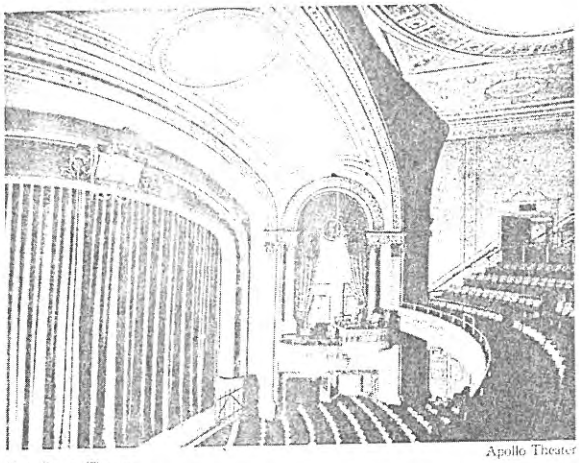
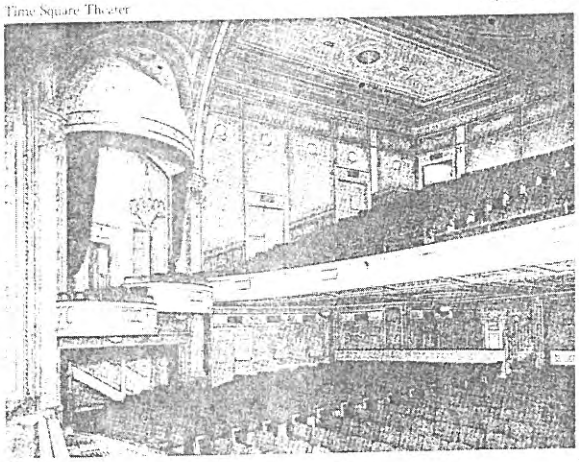
Inside 42nd Street 219 West 42nd Street



Apollo Theater



Time Square Theater

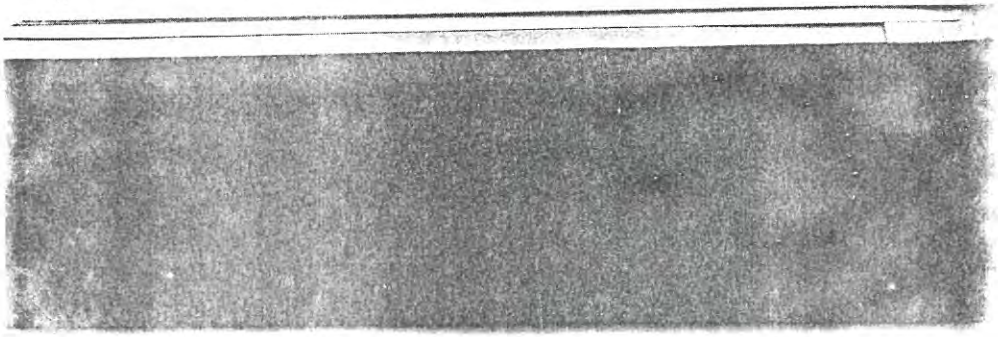
The Times Square and Apollo Theaters (1920)

219 W. 42nd Street
DeRosa *Architect*

Redacted

The Apollo, built in 1910, was originally called the Bryant and showed film and vaudeville. The auditorium, on 43rd Street, was approached through a series of lobbies from 42nd Street. When the Times Square was built in 1920 a new facade, joining the two theaters, was added, and the Apollo's interior space was remodeled. Built back-to-back with the Apollo, the Times Square had its house on 42nd Street and was entered through a small lobby from the street.

The common exterior was of classic design. Above the present marquee and loud store fronts are six Ionic columns, which support a straight entablature. The slightly projecting end motifs each contain a large window within an arched enframement.

The Adam style influenced the interior design of both houses, which had large shallow domes, and were cove-lit. Both theaters had a wide and gently curving proscenium arch on which were mounted similar plaques.

Each house had a balcony and two pairs of boxes. The main difference between the two theaters is in the treatment of these boxes. The Apollo boxes extend between two pilasters which suport a modified Palladian motif. The Times Square boxes sit under a still imposing hemispherical baldequin. At one time this was draped and considered the most elegant on Times Square.