

THE BEAR CREEK FERTILIZER
COMPANY OF BALTIMORE CITY.

VS.

THE MAYOR AND CITY COUNCIL
OF BALTIMORE ET AL.

IN THE
COURT OF APPEALS
OF
MARYLAND.

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To the Honorable,

The Judges of the Court of Appeals of Maryland.

The Appellees in the above entitled cause respectfully move the Court for a rehearing of and a re-argument in said cause, because they say that the decision of the Court as rendered leaves it uncertain as to whether the Court is of the opinion that the contract which is to be required to be executed by the Appellees with the Appellant is for the term of two years from the second day of September 1897, or whether said contract is to contain a covenant for a renewal at the expiration of said term of two years.

And these Appellees further represent unto the Court that if it be its intention and understanding that said contract is to be for a renewable term, then the decision of this Court will result in creating a perpetual contract against the Mayor and City Council of Baltimore without option or right on its part to terminate the same.

Respectfully submitted,

Thos. Ireland Elliott
solr. for Appellees.

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Docketed Jan 21 1898

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MOTION FOR RE-ARGUMENT.

Mr. Clerk:--

Please file.

Thos. Dickson & Leath,
Solicitors for Appellees.

Filed Jan 8th 1898