CORRESPONDENCE.

File No. 449 Continued.

and the company, with the result that the company attached all the stock in Bruns' place as its property, and took possession of it. There still remain several unpaid bills due by the department for materials manufactured by Keuffel & Esser Company, purchased from Brauns, and these the company asks the department pay to it. Bruns' seems to have accepted the situation and has not applied to have the bills paid to him, and thus the case stands.

Please advise me at your convenience if the amount due as explained above should be paid to Bruns or to the Keuffel & Esser Company.

Yours truly,

(Signed) Alfred M. Quick.

PRESIDENT WATER BOARD.

OPINION.

File No. 449

LAW DEPARTMENT.

Baltimore, November 28, 1903.

Hon. W. Cabell Bruce,

City Solicitor.

Dear Sir:-

I send you herewith, as requested by your favor of November 25th, my report upon the question submitted to you by Mr. Quick in his letter of November 24th.

668 I understand that Henry N. Bruns has until recently been carrying on business in Baltimore in his own name. As a matter of fact, he has been simply selling agent for the Keuffel & Esser Company of New York. Bruns' bill-heads contain the words "Agent for Keuffel & Esser Company of New York". The Water Department has purchased materials from Mr. Bruns from time to time, knowing the above facts, and payment has always been made to Bruns. Differences having arisen between Bruns and the New York Company, the latter has requested the Water Department to pay it for certain materials purchased from Bruns. Mr. Quick wants to know if he would be safe in so doing.

669 Even in the case of an undisclosed principal, such undisclosed principal may sue on contracts made by his agent in the agent's own