File No. 1228 Continued.

CORRESPONDENCE.

1586

abandoned by the lessee, the rentals therefor shall be paid by the lessee unto the lessor for the full period of the six months. Manifestly such a clause would not have been inserted, or, at any rate, would not have been worded in the way that it is worded, if it was contemplated that the rent should be payable in advance. Something, undoubtedly, would have been said about not refunding the rent that had already been paid.

Very truly yours,

(Signed) Edgar Allan Poe,

Deputy City Solicitor.

File No. 1228.

OPINION.

LAW DEPARTMENT.

Baltimore, June 15,1904.

Charles B. Phelps, Jr., Beq.,

Chief Engineer of the Electrical Commission.

Dear Sir:-

1587

Referring to your favor of the 10th inst., I return herewith the conduit lease of the United Electric Light and Power Company, and I enclose a report dated the 14th inst. from Mr. Poe, Deputy City Solicator, to myself, with reference to the question submitted to me by you as to whether the rent under this lease is payable in advance.

1588

Mr. Poe has reached the conclusion that the rent is not payable in advance, except in the limited cases mentioned in Section 1, and I am of the same opinion as Mr. Poe.

Truly yours,

(Signed) W. Cabell Bruce, City Solicitor.