File No. 2232 Centinued.

OPINION.

LAW DEPARTMENT.

Baltimore, June 16, 1904.

Hon. W. Cabell Bruce, City Solicitor.

Dear Sir:-

I herewith enclose a form of Ordinance which I think meets the case of Bartlett, Hayward & Co.

You will perceive from Mr. Phelps' letter that the conduits occupied by Bartlett, Hayward & Co., although constructed by the Electrical Commission, were constructed at the expense of Bartlett, Hayward & Co., the agreement being that Bartlett, Hayward & Co. should have the use of some of the ducts in the conduits free of charge for twenty years, after which they were to pay the regular rates. That agreement has been carried out, and it is only fair now, I think, to charge them for the franchise itself, which, up to this time, they have never received or paid for.

The case of Mesers. Crook, Horner & Co., is identical with the case of Bartlett, Hayward & Co., and a similar ordinance, if this one meets with your approval, can be readily prepared to meet their case.

The Crown Cork and Seal Company stand on a different footing. The Electrical Commission constructed the conduit occupied by that company in regular course, and simply entered into a contract as to the rentals. Under the terms of the contract, the Crown Cork and Seal Company was only bound to pay the rentals for five years, and the five years have now expired. Manifestly there is, therefore, no reason why that company should not obtain a franchise in the regular course, and from henceforth pay the rentals prescribed by existing ordinances.

Very truly yours,

(Signed) Ragar Allan Poe,
Deputy City Solicitor.

1590

1591

Amenin