File No. 4732 Continued.

OPINION.

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the 14th inst. from Mr. Edgar Allan Poe, Deputy City Solicitor, to myself, in which he reaches the conclusion that the proposed agreement with the Chesapeake & Potomac Telephone Co. would not violate any contractual obligations which the City owes to the Maryland Telephone Company, unless the existing relations between the city and the Maryland Telephone Co. expressly prohibit such an arrangement. you will observe, reaches the conclusion that the Md. Telephone Co. is under no obligation to rebuild the existing line or to maintain the service between the City and the department's stations.

> Truly yours, (Signed) W. Cabell Bruce, City Solicitor.

File No. 4732.

CORRESPONDENCE.

CITY OF BALTIMORE, WATER DEPARTMENT.

Baltimore, June 9, 1906.

Hon. W. Cabell Bruce, City Solicitor, Baltimore, Md.

Dear Sirie

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Referring again to the question of taking telephone service from the Chesapeake & Potomac Telephone Company for the line which includes Loch Raven, Montebello, &c., we understand from your letter of the 14th instant that we can now make a contract with the Chesapeake and Potomac Telephone Company to serve that line, which is now on the switchboard of the Maryland Telephone Company, but do we also understand you to mean that we can do this without in any way making the city liable to the Maryland Telephone Company under its contract with that company?

Yours truly, (Signed) Alfred M. Quick, President Water Board.