File No. 4994 Continued.

OPINION.

permit will have to be granted, notwithstanding the existence of the bond. Manifestly, therefore, as far as the principal of the bond is concerned, his liability is to be determined by the language of the permit subsequently issued, and he cannot be heard to complain when he is asked to live up to his agreement made subsequent to the execution of the bond, and upon the faith of which the permit, itself, was granted.

In my opinion, therefore, the liability of the applicant for a permit is to be determined by the language contained in the permit, and not merely by the conditions of the bond. Of course if the City were attempting to hold the surety it would be an entirely different matter.

Very truly yours,

(Signed) Edgar Allan Poe,

Deputy City Solicitor.

File No. 4994.

LAW DEPARTMENT.

Baltimore, July 3, 1906.

B. T. Fendall, Esq., City Engineer.

Dear Sir:-

Replying to your letter of the 29th ultimo, asking me to advise you during what period of time persons opening the public streets under plumbers' permits are bound to keep the paving in repair, I enclose herewith a report dated the 3rd. inst. from Mr. Edgar Allan Poe, Deputy City Solicitor, to myself. I concur with the conclusions reached by Mr. Poe.

I return herewith the enclosures which accompanied your letter to

Truly yours,

(Signed) W. Cabell Bruce, City Solicitor.

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