

File No. 5700 Continued.

CORRESPONDENCE.

SAFE DEPOSIT AND TRUST COMPANY
OF BALTIMORE.

Baltimore, October 4, 1907.

W. Cabell Bruce, Esq.,
City Solicitor.

Dear Sir:-

4175 We are in receipt of your favor of the 3rd instant concerning the cost of demolishing the premises at southwest corner of Presstman and McCulloh Streets, and note that you think the matter is attended with so much doubt that you feel bound to permit the City to the chances of litigation on it.

Noting your further remarks in your letter that "If there were an outstanding lease and the property had fallen into a state of nuisance during the existence of this lease, I should hold that the lien of the City attached only to the leasehold interest and the improvements".

Now this was exactly the state of affairs, thus: the building was partially demolished under the orders of the Inspector of Buildings between August 25th and September 22nd 1905. No further demolishing was done.

At the time of the serving of the notice of condemnation by the Inspector of Buildings, the leasehold title was in the Emanuel Methodist Episcopal Church, South, which continued to hold the title until August 9th 1905, when an assignment thereof was made to Jacob Myers. At and before the time of ~~assignment~~ the premises the legal title to the leasehold was in the Border State Savings Bank of Baltimore City as Mortgagee. The proceedings in ejectment were not had until February of this year.

You then refer to the fact that a direct benefit would appear to have resulted upon the re-entry to the reversioner from the work of demolition done by the City. This thought, however, is not correct, because the demolition of part of the building which was used, and was only suitable for such purposes, destroyed largely the security for our rent, and this is evident from the fact that the rent cost our trust estate \$5500.00, and the land sold at \$4700.00, out of which had to be paid, cost of the proceedings incident to the ejectment for the leaseholder.