

File No. 5746 Continued.

of the Mayor and City Council of Baltimore or their respective police, governmental or legislative powers, may be lawfully exercised in connection with said lease, or to terminate the same upon reasonable notice given in writing by the Lessor to the Lessee, as to any portion, or all, of the duct space covered by said lease, or as to any portion or all of the cables, wires, works or appliances of the Lessee therein, upon, or because of, the happening of any event or contingency, or the existence of any conditions relative to or in connection with the said duct space in said conduits, or said cables, wires, works or appliances, whether brought about either by the failure of the said Lessee to use all the care, skill, means and appliances hereinbefore in this section mentioned and for the purposes therein mentioned, or howsoever the said events, contingencies or conditions may arise or be brought about.

The question that the Commission asks arises from the following facts:

The owners of certain properties after having requested the Electrical Commission to make provision for underground connection with their houses upon the promise to pay therefor, have refused to make good their promises. In the meantime telephone and electric light service has been connected up with the said houses. The Commission think that, if they can cut off these services that the owners can then be induced to pay. The only way they can cut off these services is by notifying the telephone or electric light companies to remove their cables from the ducts connecting with these several houses.

Mr. Otte tells me that the companies do not assume a hostile position, but merely insist that the notice to discontinue the occupancy of the several ducts come from the Commission instead of from the Chief Engineer. The companies take this position because of their contractual obligations with the owners of the houses.

It seems to me that that part of Section 9 of the lease above quoted confers upon the Electrical Commission the power to require the companies to remove their cables from the ducts in question upon reasonable notice from the Commission to the companies. The events, contingencies and conditions relative to the conduits referred to in the quoted clause are not specified, but the wording used, seems to me, to cover all events, contingencies and conditions provided the same relate in some manner to the conduits. The contingency in this case certainly relates to the conduits.