

File No. 6563 Continued.

OPINION.

## LAW DEPARTMENT.

Baltimore, July 19, 1907.

Calvin W. Hendrick, Esq.,  
Chief Engineer, Sewerage Commission.

Dear Sir:-

810 I reply to your letter of the 17th inst., relative to paragraph 1, on page 26 of Storm-Water Contract No. 2. In my judgment the contention of the contractor is not maintainable. His rights as I see them are as follows:- So long as he excavates in tunnel, he is entitled to receive for the rock, actually excavated, the price specified in his proposal, and, if, in addition to the removal of rock, he also actually excavates earth, he is entitled to receive such additional compensation as the contract calls for.

Truly yours,

(Signed) W. Cabell Bruce,  
City Solicitor.

File No. 6563.

## LAW DEPARTMENT.

Baltimore, July 18, 1907.

Hon. W. Cabell Bruce,  
City Solicitor.

Dear Sir:-

4811 I herewith make the following report upon the inquiry contained in the letter of July 17th, from the Chief Engineer of the Sewerage Commission. Mr. Hendrick wants to know whether, as claimed by the contractor, under a proper interpretation of the specifications, the City is compelled to designate a dumping place for the surplus materials excavated from the trenches. In my opinion, the City is under no such obligation. Section 51 on page 44, provides as follows:

"As trenches are filled in and the work completed, the Contractor shall cart away and remove at his own cost and expense all the surplus earth, stone and other material from the work to such point on the line of the drain, or to such other place or places as