

File No. 6563 Continued.

CORRESPONDENCE.

Some days after you began work, Mr. Knight stated that you were going to make a claim for the rock and earth above the tunnel. I therefore wrote the City Solicitor my views on the subject, so as to be prepared to answer you when you wrote me officially on the subject. As your letter has just reached me officially today, I herewith reply thereto, referring you to paragraph 1, page 26, and paragraph 21, page 33, Storm-Water Contract No. 2. I also enclose herewith a copy of the City Solicitor's opinion, which answers your question clearly--that is, that the specifications state that only such earth as is excavated will be paid for.

Yours truly,

(Signed) Calvin W. Hendrick,
Chief Engineer.

File No. 6563.

WILLIS & HOMER

213 COURTLAND STREET.

Baltimore, November 22, 1907.

Calvin W. Hendrick, Esq.,
Chief Engineer, Sewerage Commission,
American Building,
Baltimore, Md.

Dear Sir:-

Your favor of the 4th inst. ~~has been submitted to us by our client, Mr. Peoples, with a request to advise him of his rights in the premises; and take up the consideration of the same directly with you or the City Solicitor.~~ ~~enclosure of the Opinion of W. Cabell Bruce, Esq., City Solicitor, has been submitted to us by our client, Mr. Peoples, with a request to advise him of his rights in the premises; and take up the consideration of the same directly with you or the City Solicitor.~~

The provisions of Mr. Peoples' contract are as follows:
(p. 33, Sec. 21).

"No extra compensation, beyond the price bid per linear foot for excavation for the drain, will be paid for excavation in tunnel."

Whatever, therefore, may be the contract price per linear foot of excavation for a trench for a 96-inch drain must be the price for the tunnel in question. As the tunnel was in rock the bid for