

File No. 7247 Continued.

OPINION.

LAW DEPARTMENT.

Baltimore, December 26, 1907.

A. S. Goldsborough, Esq.,
Mayor's Secretary.

Dear Sir:-

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I reply to your communication of the 26th inst., No. 611, by saying that since I have been City Solicitor, it has been usual for the City to waive delays beyond the contract time, arising under City contracts, except to the extent that the City may have suffered actual loss. In other words, when the contractor has made a bona fide and reasonable effort to complete his contract within the time prescribed, and no actual loss has been inflicted upon the City, the City has not held the contractor to the strict terms of the forfeiture. The City, however, has always insisted upon any actual loss resulting from such delay being made good to it, and this seems to me to be the proper administrative rule under the circumstances.

Truly yours,

(Signed) W. Cabell Bruce,
City Solicitor.

File No. 7248.

CORRESPONDENCE.

DEPARTMENT OF EDUCATION
OFFICE OF THE
BOARD OF SCHOOL COMMISSIONERS
CORNER MADISON AND LAFAYETTE AVENUES.

Baltimore, December 26, 1907.

W. Cabell Bruce, Esq.,
City Solicitor.

Dear Sir:-

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I respectfully refer the enclosed bill, under instruction of