

File No. 7900 Continued.

OPINION.

Please let me have your conclusions in this matter.

Truly yours,

(Signed) W. Cabell Bruce,  
City Solicitor.

File No. 7900.

LAW DEPARTMENT.

Baltimore, April 23rd, 1906.

Hon. W. Cabell Bruce,  
City Solicitor.

Dear Sir:-

I write in reply to your favor of the 21st instant, with which you enclosed a letter from Mr. William S. Manning, General Superintendent of Public Parks, relating to a quarry on the southeast side of the Franklin Road, opposite to the Weatheredeville Road, and also a copy of a lease from the Safe Deposit and Trust Company of Baltimore, Trustee, et al., to the Maryland Quarry Company.

6061

Upon inquiry of Mr. Albert P. Strobel, Real Estate Officer of the Safe Deposit and Trust Company, I was informed that a quarry had been opened upon the land of the lessors before the execution of the lease. I have reached the conclusion that, under these circumstances, ~~the lease gives no authority to the lessee to open a new quarry or quarries, but confines him to the privilege of working the quarry which had already been opened.~~

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From an examination of the dictionaries, and a few decided cases upon the subject which I have found, it appears to me, that the word quarry means the pit or excavation in the land, and not all the stone to be found on the land. The Century Dictionary defines a quarry as "a place, cavern, or pit where stones are dug from the earth, or separated, as by blasting with gunpowder, from a large mass of rock". The quarry is, therefore, not the entire mass of stone to be found, but the place from which the stone is dug.

In the case of Shaw vs. Wallace, 25 N. J. Law, 453, the Court had under consideration the rights acquired under a contract for mining.