

File No. 9661 Continued.

CORRESPONDENCE.

state; they have completed their contract, with the exception of about a block of drain, which will have to be held up on account of a previous contractor having possession of the street in building a very large and deep sewer. It seems only fair and just that a part of the 20% reserved should be advanced to the contractors, as their work has been done in a most satisfactory manner and has been entirely completed, with the exception of this small portion. I would say that this case is similar to that of Lane Bros. Co. & Jones, which was passed on in your letter of November 24th 1908.

Will you kindly give this your consideration, and let me know if we can legally advance the contractor a portion of this 20% reserve, keeping back a sufficient amount to cover the 5% that we retain for six months after the completion of the contract, and any disputed bills that may be outstanding?

Truly yours,

(Signed) Calvin W. Hendrick,  
Chief Engineer.

File No. 9661.

REILLY & RIDDLE,  
NORTH & BAKER STS.  
BALTIMORE, MD.

February 24, 1909.

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

My dear Sir:-

On the 12th day of June, 1908, we signed contract to build Storm-Water Drains, Contract #4. Our time for completing this contract was two hundred working days. We supposed that we would be able to finish this contract long before the time limit, but, on account of having some of our work on the same street as M. A. Talbott & Co.,