

File No. 9661 Continued.

CORRESPONDENCE.

another contractor, our work has been held up for an indefinite time and we don't know when we can finish this contract.

This puts us in a bad situation on account of having had to hold a force of Engineer, Superintendent, Clerk, etc., to finish this work whenever it is ready. It also holds up our 20% retained money for an indefinite period, and this is a great hardship on us, as we are sorely in need of the money to proceed with our business.

Therefore, we respectfully ask you to pay us some of our retained money which we think, in all fairness, we are entitled to receive.

Yours very truly,

(Signed) Reilly & Riddle.

File No. 9661.

OPINION.

LAW DEPARTMENT.

Baltimore, February 26, 1909.

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

Dear Sir:-

7191.

Replying to your favor of Feb., 25th, relative to the request from Reilly & Riddle, contractors, Storm-Water Drain, Contract No. 4, I beg to say that there is no legal reason why you should not, in this case, follow the course pursued in the case of Lane Bros. Co. & Jones, namely: After first securing the assent of the surety on the bond, there is no reason why you should not make such payment as you determine the interests of the City justify.

Very truly yours,

(Signed) Edgar Allan Poe,
City Solicitor.