

File No. 9668 Continued.

CORRESPONDENCE.

specifications that the paving was originally laid, and when re-paving is done by them their guarantee is to continue.

Sections 33, 34, & 35 tell how the sub-foundation is to be prepared for the original paving. This would also apply to the out. Having had due notice regarding the out, it appears to me that they should have seen to it that the Sewerage people, or the plumber, properly back-filled their trench, and in case this was neglected to have notified me, - none of which was done by the Maryland Pavement Company.

As I see it, the points made by Mr. Tippet cannot be considered by the city.

You have the original bond and contract made by these people in your possession; in connection with certain suits pending between the city and the Maryland Pavement Company.

I shall be glad if you will let me hear from you on this subject, as I have told Mr. Tippet that I have referred the matter to you and should be governed by your opinion in the matter.

Very truly yours, _____

(Signed) B. T. Fendall,

City Engineer.

File No. 9668.

OPINION.

LAW DEPARTMENT.

Baltimore, March 5, 1909.

Hon. Edgar Allan Poe,
City Solicitor.

Dear Sir:

I have considered the letter from the City Engineer, dated March 1st, to you, in reference to the contentions of the Maryland Pavement Company, made through R. B. Tippet, its attorney.

I examined the specifications involved in this case, and find that those numbered 29, 33, 34, and 35 are applicable.

29 is as follows: "All work under this contract will be guar-