

File No. 9668 Continued.

OPINION.

Engineer, or do something to signify that he does not intend to do the work in the manner prescribed by the specifications, and to assume all the obligations imposed upon him by the specifications.

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I have read Mr. Tippet's letter with care, but am unable to see anything therein which would modify the views herein contained. Mr. Tippet's contention is simply that it would be a hardship to make the contractor abide by the specifications under difficult situations; this may be true, but that in itself would not be sufficient to change the effect of the specifications, or to relieve the contractor from duties which he has voluntarily assumed.

Yours very truly,

(Signed) Sylvan Hayes Lauchheimer,
Deputy City Solicitor.

File No. 9668.

LAW DEPARTMENT.

Baltimore, March 8, 1909.

B.T. Fendall, Esq.,
City Engineer.

Dear Sir:

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Replying to your letter of the 1st inst., asking me to advise you as to the liability of the Maryland Pavement Company to make certain repairs on North avenue, I enclose herewith a copy of a letter, dated the 5th inst., from Mr. Sylvan Hayes Lauchheimer, Deputy City Solicitor, to myself with reference thereto.

I concur in the conclusions reached by Mr. Lauchheimer.

I also return herewith a letter of Mr. R. B. Tippet to yourself, dated March 1, 1909.

Very truly yours,

(Signed) Edgar Allan Poe,
City Solicitor.