

File No. 9679 Continued.

OPINION.

7225

Although the weight of authority seems to be that contractors with the city, even where the contract has been let, after advertisement, to the lowest bidder, may assign their contracts (4 Cyc.p. 22), I still do not think that the contract here in question, which imposes personal responsibility and liability upon the contractor, could be lawfully assigned without the city's consent. I see no reason, however, for the city giving an express consent in this particular case, because, if the enclosed agreements are executed, then the parties themselves could certainly not be heard to raise any question. Whether the city should countenance the assignment at all or not, is a question of policy. Personally I feel that, in ordinary cases, assignment of a contract which has been regularly let, through the Board of Awards, after competition, should not be permitted by the city, but if the contractor is unable, for any reason, to complete his contract, then his bondsman should be called upon to do so. This, however, is a matter of policy and it may be that the public interests in this particular case can be best subserved by allowing the assignment.

7226

Very truly yours,

(Signed) Albert G. Ritchie,

Assistant City Solicitor.

File No. 9679.

LAW DEPARTMENT.

Baltimore, March 16, 1909.

Joseph L. Wickes, Esq.,

Commissioner of Street Cleaning.

Dear Sir:

7227

I herewith return form of assignment of the contract from H. B. Shipley, trading as the National Sand and Stone Company, to Wm. R. Della, and form of consent to that assignment by the United Surety Company.

Inasmuch as the contract was awarded through the Board of