

File No. 9689 Continued.

OPINION.

contractor is entitled, a matter solely for the City Engineer's decision.

7245

With regard to the Contractor's right to recover from the City the extra premium on its bond which it has been compelled to pay, by reason of the delay, I think that Mr. Hendrick's position is entirely correct. The bond is given in accordance with the requirements at the bottom of page four of "information for bidders" and it guarantees the faithful performance of the work, agrees to indemnify the City against suits &c. due to the contractor's negligence and guarantees the City against claims on account of patent infringements. I do not think that the extra premium on this bond can be considered as part of, "the actual cost of storing and protecting at the place of manufacture" for which Section 28 entitled the contractor to an allowance in the case of delays not due to his fault.

Very truly yours,

(Signed) Albert C. Ritchie,

Assistant City Solicitor.

File No. 9689.

LAW DEPARTMENT.

Baltimore, March 13th, 1909.

Calvin W. Hendrick, Esq.,

Chief Engineer, Sewerage Commission.

Dear Sir:-

7246

Replying to your favor of March 5th in reference to the claim of the Bethlehem Steel Company as therein set forth, I herewith enclose copy of a report to me on the subject from Mr. Ritchie which report meets with my approval.

Very truly yours,

(Signed) Edgar Allan Poe,

City Solicitor.