

File No. 9743.

CORRESPONDENCE.

DEPARTMENT OF PUBLIC IMPROVEMENTS,
SUB-DEPARTMENT OF CITY ENGINEER.

Baltimore, March 18th, 1909.

Edgar Allan Poe, Esq.,
City Solicitor.

Dear Sir:-

7299 This Department served notice on Frank H. Quast to repair his sidewalk at No. 730 N. Gay street. He writes me and informs me that the bad condition of the sidewalk is not due to ordinary wear and tear, but is due to settlement over the City's subway. My Inspector investigated the case and he states that, in his opinion, the subway is the sole and only cause of the settlement of the sidewalk and that the depression over the subway is quite manifest.

The matter was taken up with Mr. Phelps and he stated that this work was done by him three or four years ago, and that it is his custom to keep paving in repair for three years but for no longer time.

I write to know what action you would recommend in a case like this. This man will not repair his sidewalk, and if I repair it and take the case into Court, I fear that it would be impossible for us to recover, on account of the testimony that would be given by my Footway Inspector.

Has Mr. Phelps the right to put a limit to the time in which he will repair sidewalks, where sidewalks have settled over his trenches, and such settlement is so plain as not to admit of doubt? This Department certainly should not be put to the expense of making these repairs, and I am sure that if I make them as provided by law, that the property owner will take the case to Court and that he will win without any trouble.

Very truly yours,

(Signed) B. T. Fendall,
City Engineer.

Re 730 N. Gay street, 15.

730 N. Gay street is not the only lot affected. There are quite a number of other lots.