

File No. 9993.

CORRESPONDENCE.

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

Baltimore. May 11, 1909.

Edgar Allan Poe, Esq.,

City Solicitor.

Dear Sir:-

7673

The German Correspondent published a notice of the letting of a certain contract, which contract was to be let on the "5th of May, 1909". In printing it they made it the "5th of May, 1900". This was entirely their error and it occurred to me that they should not be paid for a notice which was wrong, and which, under certain circumstances, might have cost the City considerable money.

Do you think that I would be justified in paying these people?

Very truly yours,

(Signed) B. T. Fendall,

City Engineer.

File No. 9993.

OPINION.

LAW DEPARTMENT.

Baltimore. May 15, 1909.

B. T. Fendall, Esq.,

City Engineer.

Dear Sir:-

7674

Replying to your favor of May 11th, in reference to the bill of the German Correspondent, which I herewith return, I beg to say that if no harm resulted to the City from the error in the advertisement mentioned by you, there is no legal reason why you should withhold payment of the bill. I hardly think that any one reading the advertisement would have been misled by the error in the year; if, however, the error put the City to any additional expense, then certainly the bill should not be paid.

Very truly yours,
(Signed) Edgar Allan Poe,
City Solicitor.