

File No. 10585 Continued.

CORRESPONDENCE.

stone contractor responsible to the other contractor, upon whose work he enters, and not to the City.

I would appreciate your going over these clauses, which I have marked in the accompanying copies of the contracts referred to, and give me your opinion as to the right of the stone contractor to enter upon the work of the N.Y. Continental Jewell Filtration Co., and also as to whether the stone contractor would be responsible for any injuries, to the N.Y. Cont. Jewell Filt. Co. or to the City.

Yours truly,

(Signed) Calvin W. Hendrick,

Chief Engineer.

File No. 10585.

OPINION.

LAW DEPARTMENT.

Baltimore, October 25, 1909.

Hon. Edgar Allan Poe,
City Solicitor.

Dear Sir:

As requested by your favor of October 19th, I have considered Mr. Hendrick's inquiry to you of October 18th.

It appears that the contractor who is to furnish the Sewerage Commission with certain broken stone at the Disposal Works is entitled, under his contract, to six weeks' notice of the time of delivery. The New York Continental Jewell Filtration Company, which has the contract for the Disposal Works, has not yet completed their contract, and Mr. Hendrick, accordingly, wrote them asking whether it would be satisfactory for the crushed stone contractor to begin the placing of this stone on or before six weeks from the date of Mr. Hendrick's letter; the object, of course, being to obtain the crushed stone without any unnecessary delay.

The New York Company replied that they would permit the crushed stone contractor to have acquisition to their work before its entire completion, upon certain conditions, which I will take up and answer in their order -