

File No. 10585 Continued.

CORRESPONDENCE.

you state that the Sewerage Commission relieves the New York Continental Jewell Filtration Company of responsibility for any injury or damage that may be done to their work by Fisher & Carossa, who have Sanitary Contract No. 36. The New York Continental Jewell Filtration Company felt that if the Commission desired to put Fisher and Carossa in possession of a completed section of the New York Continental Jewell Filtration Company's work to the permanent exclusion of the latter company, it was only fair to them that the Sewerage Commission should treat them in respect to such completed section precisely as they would do had the whole of their work been completed, that is to say, - to release a proportionate part of the retained percentage. At the conference at the City Solicitor's office, Mr. Hendrick very kindly stated that he would take up with the Commission the question of releasing this retained percentage, and advise us of the conclusion of the Commission in respect to same. This matter is not referred to in your communication. We should appreciate it, therefore, if you would kindly write us at once the attitude of the Commission in respect to this retained percentage.

Yours very truly,

HARMAN, KNAPP, ULMAN & TUCKER,

Per T.

File No. 10585.

OPINION.

LAW DEPARTMENT.

Baltimore, December 6, 1909.

Hon. Edgar Allan Poe,
City Solicitor.

Dear Sir:-

As requested by you, I have considered General Leary's letter to you of November 24th, with regard to the New York Continental Jewell Filtration Company.

The result of the conference held in this Office between representatives of that Company, Mr. Hendrick and myself, was that