

File No. 11,666 Continued.

OPINION.

the owners of the property so damaged.

9303

Under this clause, the City has the legal right to require D.V.Ault & Co. to repair the damage to 119 S. Chester street, which was the direct or indirect result of the work done under Sanitary Contract No. 53. In case D.V.Ault & Co. fail to make good such damage, the Chief Engineer may, upon forty-eight hours' written notice, proceed to repair and deduct the cost thereof from moneys due or to become due the contractor, or the City may deduct, from moneys due or to become due D.V.Ault & Co., a sum sufficient, in the judgment of the Chief Engineer, to reimburse the owners of said property.

9304

I understand that D.V.Ault & Company have offered to stand one-half of the cost of repairing the house if the City will stand the other half. Of course, it is not for this Department to say whether or not the City shall stand on its legal rights, or whether there are certain considerations of policy which commend the acceptance of D.V.Ault & Company's proposition in this particular case.

Very truly yours,

(Signed) German H. H. Emory,  
Assistant City Solicitor.

File No. 11,666.

LAW DEPARTMENT.

Baltimore, August 10, 1910.

Calvin W. Hendrick, Esq.,  
Chief Engineer, Sewerage Commission.

Dear Sir:

9305

Replying to your letter of the 21st inst., in reference to the damage to the building No. 119 S. Chester street, belonging to August Preuss, I herewith enclose copy of report, with my approval, from Mr. German H.H.Emory, Assistant City-Solicitor, on the subject.

Very truly yours,

(Signed) Edgar Allan Poe,  
City Solicitor.