

File No. 11703. Continued.

OPINION.

9374

erected, and no work of any character having as yet been begun upon the foundations upon which the engines are to rest; and this too, notwithstanding the fact that the Specifications were so drawn as to impress upon the contractor the necessity of prompt delivery of the engines within five months of the signing of the contract and the erection of the same completed within seven months thereafter, under a penalty of fifty dollars per day for each day's delay.

9375

What I have said about interest applies with equal force with reference to the insurance premiums. It is true that by the Specifications, under the head of "INSURANCE" the contractor is bound to maintain insurance for the benefit of the City upon the machinery until the same is completely erected and ready for service. If, however, there had been no delay on the part of the City, the time for maintaining this insurance would have expired February 1st 1910. When, therefore, the contractor has paid for the insurance for a period extending three months beyond this time, it seems to me that he has more than fulfilled his obligations.

Very truly yours,

(Signed) Edgar Allan Poe.

City Solicitor.

P.S. I return the Specifications and the correspondence which accompanied your letter.

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File No. 11728.

CORRESPONDENCE.

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

Baltimore, August 10, 1910.

Mr. Edgar Allan Poe,
City Solicitor.

Dear Sir:-

I respectfully submit herewith a letter and tracing from Mr.

9376