

File No. 12547

Baltimore, March 20, 1911.

Edgar Allan Poe, Esq., _____
City Solicitor.

Dear Sir:

I beg to reply to your communication of the 18th inst., referring to me the letters of the City Engineer, and of Mr. John J. Hurst, in reference to the footway of 1104 Greenmount Avenue.

It appears that Mr. Hurst is the owner of this property and has been served with a notice by the City Engineer requiring him to repair the footway. He objects to doing so, on the ground that the tenant in possession "refused to permit him to make alterations to the property, claiming under an old lease, and that under the said lease the tenant is responsible for the repairs."

The Ordinance, (City Code, Article 35, Sections 20 to 28, inclusive), very plainly requires the proprietors of lots to repair them when notified to do so. If the proprietor upon receiving notice in compliance with the Ordinance should fail to make the repairs, directions are given for the proper course of the City Engineer.

I am of the opinion that the City Engineer is not in any way concerned with the private agreement referred to between Mr. Hurst and his tenant.

I therefore beg to advise you that, in my opinion, Mr. Fendall should proceed in the usual manner without regard to the matter referred to in Mr. Hurst's letter of March 16th, 1911, namely: the obligation of Mr. Hurst's tenant to make certain repairs under his lease.

Yours truly,

(Signed) W. H. DeC. Wright.

Assistant City Solicitor.

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