

File No. 13903

Baltimore, January 16, 1912.

C. E. Stubbs, Esq.,
Inspector of Buildings.

Dear Sir:

Yours of the 15th inst., in reference to the fan in No. 63
School, received.

The representatives of the Sturtevant Company came to see me,
and their counsel also wrote me a letter in reference to this matter.

I do not think the fact that the owners of the 'Sirocco' fan
are suing the owners of the 'Sturtevant' is a sufficient reason for re-
jecting the 'Sturtevant' fan, especially as the provision in reference
to the bond, to which you called my attention, on page 4 of the speci-
fications, provides for a bond to indemnify the City against any dam-
age by reason of infringement of patent. In addition to this, the
representatives of the Sturtevant fan stated to me, - if I recollect
aright - that they were willing to give an additional indemnifying
bond conditioned to defend any suit brought against the City for in-
fringement of patent by reason of the City putting in the Sturtevant
fan in School No. 63, and to save the City harmless from any loss,
damage, or expense therefrom.

If we reject the article simply because somebody threatens a
suit for infringement of patent, we will find the competition very
much narrower, with the consequence that the City will have to pay
more for what it gets.

I, therefore, advise that you notify the Sturtevant people
that you will accept their fan provided they give you an additional
indemnifying bond, in a reasonable amount, to indemnify the City against
any loss, damage or expense by reason of any claim of infringement of
patent by the use of the Sturtevant fan.

The amount of the bond need not be so very large, as the only
damages would be the loss of the profits on the sale of that one fan
to the City.

Very truly yours,

(Signed) S. S. Field,
City Solicitor.

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