

File No. 13942 Continued.

There has been no case in our Courts testing the validity of the provisions to which you refer, but, in my judgment, they are perfectly legal.

Electric wires are so dangerous, both to citizens who may come in contact with them and also to the City, because of their liability to cause fires, that, in my judgment, the double safeguard of the bond and a penalty is entirely reasonable and proper.

Yours very truly,  
(Signed) S. S. Field,  
City Solicitor.

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File No. 13948

Baltimore, January 18, 1912.

R. Keith Compton, Esq.,  
Chairman, Paving Commission.

Dear Sir:

Yours of the 17th inst., received.

0142

Any material deviation from the contract by the City will relieve the bond, unless you have a stipulation signed by the proper party, duly authorized to act for the surety, to the contrary.

I suggest the following form, to be signed by a duly authorized officer of the Surety Company, and under its corporate seal, and not by a mere agent:

"The Surety Company, security on the bond of \_\_\_\_\_, given to secure the performance of contract between said last named party and the City, to which this is attached, hereby consents that the City may pay the said contractor the sum of \$ \_\_\_\_\_, and that said payment shall not affect in any way the liability of the said Surety Company as surety on said bond.  
Witness the signature of said Company, by the hand of \_\_\_\_\_ its \_\_\_\_\_, and its corporate seal hereto attached, this \_\_\_\_\_ day of 1912".

Very truly yours,  
(Signed) S. S. Field,  
City Solicitor.

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