

File No. 19546. continued.

find that the contract by express terms reserves Pimlico Circle and other streets from dedication in the language following:

"And nothing herein shall at any time be construed as a dedication or intention to dedicate for public use any other part or parts of said above described tract of land or adjoining lands belonging to said trustee."

The second contract is dated April 23rd, 1915, and is between John S. Gittings, Trustee, and John J. Carlin and contains the identical language above quoted from the first contract.

The deed referred to is from John S. Gittings, Trustee, to John J. Carlin and is dated May 4, 1915, S. C. L. 2972 folio 582, and contains a clause reserving from dedication in the exact language above quoted.

In the face of the clauses contained in said contracts and in the deed, I do not believe that there is a dedication of the land of John S. Gittings, Trustee, lying within the circumstance of Pimlico Circle.

Respectfully submitted,

(Signed) Benjamin H. McKindless,  
Assistant City Solicitor

File No. 19658.

Baltimore, January 11, 1916.

Dr. John D. Blake,  
Commissioner of Health.

Dear Sir:-

Yours of the 8th inst. received.

In reply I beg to advise that the city is not under any liability to the landlord under circumstances such as mentioned in your letter. To the landlord's complaint that the city has turned his premises into a private hospital it might be replied that the landlord has put the city to expense by having somebody

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