

November 28th, 1932

R. E. Lee Marshall, Esq.,  
City Solicitor.

In re: File No. 47267 - E. J. Codd Company -  
Claim for reimbursement for water  
main, and abatement of water charges.

Dear Mr. Marshall:

I have before me the file in the above entitled matter, and from an examination of same, I find that there has been a controversy between E.J. Codd Company and Baltimore City running over a period of more than six years. It appears that before the last annexation the E. J. Codd Company constructed at its own expense, approximately one thousand feet of four inch pipe from a connection with the City's water system in the bed of First Avenue. This line ran west on Toone Street to Third Street, and south on Third Street to the point where it connected with the City's system on First Street; and the Standard Oil Company and Gunther's Brewing Company, in addition to other consumers, were supplied with this line. In 1926 the E. J. Codd Company attempted to have the Board of Estimates reimburse it for the construction of this one thousand feet of pipe line, but on March 18th, 1926, Mr. Charles C. Wallace, the City Solicitor, advised the E. J. Codd Company that there was no legal obligation on the part of the City to make reimbursement.

In addition to the claim for reimbursement, the controversy also involved the amount due by the E. J. Codd Company to the City of Baltimore for the amount of water used by the E. J. Codd Company. Mr. Kavanaugh, of the Water Department, has informed me that the building occupied by the E. J. Codd Company was razed on June 18th, 1930, that the water meter was installed on March 25th, 1919, and that there is still a balance due of Eight Hundred Ten Dollars (\$810.00) covering the period from September 5th, 1924, to April 29th, 1931.

This matter was handled at one time by Mr. John J. McCusker, Assistant City Solicitor, who, on December 5th, 1930, offered to accept from the E. J. Codd Company the sum of One Hundred Forty Dollars (\$140.00) in full payment of all of the City's claims for water rents, on condition that the E. J. Codd Company also transfer any rights it might have in the one thousand feet of water line to the City of Baltimore. This offer was not accepted by the E. J. Codd Company, and the matter has again been referred to this office for attention.