

Mr. James H. McKay, Highways Engineer (cont'd)

provisions of the earlier Ordinance are necessarily modified to this extent.

The only hesitancy we have in reaching this conclusion is occasioned by the introductory phrase above quoted "unless otherwise mutually agreed". This, we think, must be given a prospective effect only, so that it would mean that the cost of these items should be equally borne unless some other agreement should be made thereafter. Had it been intended to refer to the agreement to the contrary set forth in the 1929 Ordinance, or to reserve any question as to the proper interpretation of the 1929 Ordinance in this respect, more apt words would have been used. Specifically, had it been the City's intention to preserve its rights under the indemnity clause of the 1929 Ordinance and to require the Railroad to bear the full cost of the alterations, re-arrangements or relocation of the facilities installed under the provisions of that Ordinance, the clause under consideration could have expressly excluded or excepted such facilities.

Very truly yours,

/s/ THOMAS N. BIDDISON
City Solicitor

/s/ DANIEL B. LEONARD
Assistant City Solicitor

DBL/db

File No. 86940

February 9, 1951

Mr. Arthur D. McVoy, Director
Planning Commission of Baltimore
400 Municipal Building
Baltimore - 2, Maryland

Dear Mr. McVoy:

On January 16, 1951, you wrote me with reference to the question as to who should be responsible for the restudy and revision of zoning.

Section 121 of the Charter, Flack's Edition of 1949, states:

"The (Planning) Commission shall have full power to investigate and study land uses and zoning in the city, and the relation thereof to public and private development, and shall, from time