

Mr. Charles A. Hook, Director
Department of Recreation and Parks

(continued)

the Board of Estimates. This case held that the agreement was valid.

In discussing this case, the Court of Appeals pointed out that the power of the Department of Recreation and Parks was broader under the provisions of the Baltimore City Charter in effect at the time this agreement was executed (1947) than the power vested in the said Department at the time the lease involved in the Hanlon case was signed, but made no further comment relative to such powers. On the other hand, the Court apparently based its decision upon the authority of the Department to establish and operate athletic and recreational facilities and activities for the people of Baltimore City.

Under the circumstances, it seems that this case does not necessarily contain the specific answer to the problem now presented.

It appears from these two cases and the language contained in Section 96 of the present City Charter that the Department of Recreation and Parks, with the approval of the Board of Estimates, has the power to enter into leases of fixed terms for the use of park property so long as such leases are not for an exclusively private use and such leases are to the interest of the City, and permit a use public in nature which is beneficial to the people of Baltimore City.

In view of what has been said, it is evident that the present question resolves itself into whether or not the proposed antenna to be erected by the Police Department of Baltimore City is such a public use of park property as to be beneficial to the inhabitants of Baltimore City.