

File No. 8614 Continued.

CORRESPONDENCE.

settled.

Kindly advise me if I am justified in withholding payment of the said amount, until the City's claim against him is paid.

Very respectfully yours,

(Signed) Harry F. Hooper,
Comptroller.

File No. 8614.

JAMES B. GUYTON,
ATTORNEY-AT-LAW,
213 ST. PAUL ST.

Baltimore, August 12th, 1908.

Hon. William Cabell Bruce,
City Solicitor.

Dear Sir:-

6501

In our conversation yesterday, I promised to send you a letter in reference to the matter between the City and John L. Robertson.

According to the information I have at this time, Mr. Robertson undertook to guarantee and keep in repair "free from all inequalities and defects, except ordinary wear, for five years" the North Avenue paving which was done by him five or six years ago. I am informed that the pavement is and has been in excellent condition with the exception of the blocks immediately along the rails of the railway tracks on the above named avenue. These blocks along the rails have worn, I believe, and perhaps some repairs were necessary, but this is simply "ordinary wear" against which Robertson did not guarantee. I am further informed that the blocks were made and put down according to the City's directions and the work accepted by the City.

It is claimed that no bituminous block or pavement immediately along the rails of a railroad track will resist for many years the "ordinary wear" to which it must be subjected, and that this has been well known for years. Indeed, Belgian blocks at these places will not stand many years without need of renewal or repair work. I believe an