

File No. 26208

Baltimore, February 12, 1920.

Roland R. Marchant, Esq.,
City Solicitor.
City.

- In re: Contract between Baltimore City and
American Feeding Company -

Dear Sir:

In reply to your letter of the 9th instant, as to the minimum amount of garbage to be delivered the American Feeding Company under contract dated December 28th, 1918, I am of the opinion that the City is liable for delivery of three scows per week from October 15 to May 15th, and four scows per week from May 15th to October 15th.

There are two questions that arise in this contract, viz.:-

First:- Section 26. "The City of Baltimore will at all times undertake to deliver the garbage to the contractor in as fresh a condition as possible. The City will deliver scows alternately from each waterfront station.

From May 15th to October 15th the City will undertake to make daily deliveries as far as possible, at least four scows per week, of an approximate total quantity of four hundred (400) tons.

From October 15th to May 15th the City will undertake to make daily deliveries as far as possible, at least three scows per week, of an approximate total quantity of (360) three hundred and sixty tons."

Second:- There is also in the specifications tables giving yearly collections of garbage and dead animals in tons from 1908 to 1918; also collection of garbage in tons by classes from 1913 to 1918; also monthly fluctuations in garbage production for 1917 and 1918; also per cent monthly maximum over monthly average from 1913 to 1918.

As to the specification tables, the City would not be bound by these figures. This, according to a number of cases, was held to be merely a "guide to the bidder". This is discussed fully in The National Building Supply Co. vs. Baltimore City, 100 Md. 188.