

File No. 46845 Continued

The second clause cited above must be read in conjunction with the first clause quoted, and I can find no other interpretation for the second clause than to consider the installation referred to in it as the initial installation of the machinery installed when the contract was executed.

In light of the above, I believe that you are in a position under the contract to terminate the same upon giving three months' notice after the expiration of one year, which notice will be to the effect that the city desires the termination of the contract at the end of the first quarter after January 20, 1927.

I am returning herewith the copy of the contract, which you left with me, and the copy of your letter of August 20th, to the Tabulating Machine Company.

Very truly yours,

(Signed)

EBEN J. D. CROSS, JR.

Deputy City Solicitor

C/H
Encl.

File No. 46845

Baltimore, November 18, 1926

Mr. C. Morgan Marshall
Chairman, Board of Zoning Appeals
City Hall
Baltimore, Maryland

Dear Sir:

With your letter of the 10th, you enclose papers in connection with the application of Harry E. West to erect three apartment houses on the property S. E. corner of Edgewood Street and Walbrook Avenue. You also send for consideration copy of a letter dated November 6th,

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