

Mr. Herbert Fallin, Budget Director (cont'd)

Williams v. Baltimore, 129 Md. 290. In that case the court held that the City had the right to build what is commonly known as Preston Gardens out of a harbor loan, the enabling act authorizing a comprehensive system for the improvement of the water front, including the right to acquire property and streets, the court holding that the improvement of the water front contemplated the approaches thereto.

The punctuation in the Ordinance might indicate a different meaning than that expressed in this advice. However, I can find no basis in the enabling act for any such different construction, and can only comment that the misplaced punctuation is in the Ordinance as a result of carelessness or a lack of proper grammar structure.

Whether you treat the "DELUGE" as a floating fire engine house, or as a facility to a fire engine house, the expenditure of funds as contemplated can be made from the proceeds of the said loan, and I so advise.

Trusting that this opinion is sufficient for your purpose, I am

Very truly yours,

(signed) MORRIS A. BAKER

Assistant City Solicitor

MAB:L

August 28th, 1936

Mr. Charles E. Bichy
Supervisor of Collections
Bureau of Receipts
Municipal Office Building
Baltimore, Maryland

Dear Mr. Bichy:

I am enclosing herewith copy of letter today written Mr. Burnett, which is self explanatory and for your information.

It appears upon examining the authorities that in ejectment proceedings the property is not in custodia legis as in certain other proceedings, particularly in the courts of equity, where you cannot sell without the court's permission.