

Mr. Charles E. Bichy, Supervisor of Collections (cont'd)

The pendency of these ejectment proceedings apparently does not prevent you from selling the property and accordingly would not prevent the running of the statute of limitations in the event you failed to do so. You will note that I have advised Mr. Burnett, therefore, that unless there is additional time before the running of the statute of limitations the property will have to be sold; and if there is additional time, whether you will consent to any further delay is entirely within your discretion.

Very truly yours,

(signed) PAUL F. DUE

Deputy City Solicitor

FFD/RRS
Enc.

August 29th, 1936

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BLM
11/17/37

Mr. Thomas J. Collins
General Storekeeper
401 Municipal Office Building
Baltimore, Maryland

Dear Mr. Collins:

On August 14th, 1936, you wrote the City Solicitor, with reference to a bid of \$3.00 per gross ton on baled scrap metal collected at our No. 2 Incinerator, submitted by Mr. Harry H. Rodgers, who intends to locate in the city and trade under the name of "The Harry H. Rodgers Company".

In view of the fact that "The Harry H. Rodgers Company" does not even have a Baltimore office or an established credit, you feel that it might be advisable to require a bond guaranteeing performance of his contract, and inquire apparently whether you have authority to require such a bond of him.

I find that your request for bids did not require the giving of a bond but it did reserve the right to you to accept or reject any or all bids. A lack of financial responsibility on the part of any bidder would be a sufficient ground for rejecting his bid. While, therefore, you cannot compel him to enter into a contract and give a bond, you can take the position that you will not contract with him unless he does give a bond.