

February 23, 1937

Mr. George Cobb
Highways Engineer
Baltimore, Maryland

Dear Mr. Cobb:

I assume that you had reference to Sections 158 and 159 of Article 45 of the Baltimore City Code of 1927 when you addressed your inquiry to Mr. R. E. Lee Marshall, City Solicitor, as to whether you could legally deputize someone in your office to sign the Plumbers' and Street Obstruction Bonds for you.

Section 158 requires the Highways Engineer to approve the amount of the bond; and Section 159 authorized the Highways Engineer from time to time to increase the amount of the bond to an amount sufficient, in his judgment, to protect the Mayor and City Council of Baltimore, as indicated in the ordinances setting forth the requirements for furnishing bonds.

The quoted ordinance vests a certain discretion in the Highways Engineer, which discretion, in my opinion, can not be delegated. However, the task of approving hundreds of bonds during the course of the year by the signing of your name can be somewhat lightened by the use of a facsimile rubber stamp, which you may find particularly time-saving at this time, when the majority of the bonds are being signed in renewal of the expired bonds.

My opinion to Dr. Huntington Williams, Commissioner of Health, recorded among the Opinions of the City Solicitor, in Volume 34, folio 133, undertook to answer an inquiry similar to yours, and is as follows:

"You inquire whether it is necessary for you to personally sign your approval to several hundred plumbers' bonds each year.

As I suggested to Dr. Schultz in your department, while your approval on these bonds is necessary, I can see no objection to your approval being given by a facsimile rubber stamp. It has been held under a statute requiring the Clerk of Court to sign his name to a certificate showing the date of filing of papers a rubber stamp be used to affix his signature. *Costilla Estates Dev. Co. v. Mascarenas*, 35 N.M. 566. To the same effect, in the case of *Deep River National Banks Appeal*, 75 Conn. 341, a letter which was dictated and typewritten by a stenographer and was signed by the latter with the decedent's name by means of a rubber stamp furnished by him for that purpose sufficiently complied with the terms of the statute that required that a new promise to take a case out of the Statute of Limitations should be in writing and be signed by the party to be charged thereby.

Corpus Juris, Vol. 58, page 729, Section 17, foot-