

Mr. George E. Finck, Sewerage Engineer (cont'd)

contract, so that the provisions of said paragraph are not applicable where one principal to the contract notifies the City that he has a claim against another principal to the same contract.

Apparently some financial dispute has arisen between Angelozzi and Son and the Square Construction Company, both of whom are liable for the completion of the project, and in my opinion, the provisions of said Paragraph 65 were never intended to empower a principal to place the City in the position of a stake holder pending the settlement of a dispute between the principal parties to a contract.

Further, it should be noted that there is nothing in the said Paragraph 65 which compels you to retain any money for the payment of claims which may be filed with you in accordance with the terms and provisions of said paragraph.

Therefore, in view of the foregoing, it is my opinion that, unless the City has a claim against one or more of the principals to the aforementioned contract, there is no legal reason why the City may not make any payments which may be due and owing under the said contract to the Square Construction Company.

Attached hereto are the papers which you forwarded to this office in connection with this matter.

Very truly yours,

(signed) WM. H. MARSHALL

Assistant City Solicitor

WHM/LM

APPROVED:

(signed) CHARLES C. G. EVANS

City Solicitor