

Mr. Alcock, Mr. Greiner and Dr. Whitehead (cont'd)

"Courts should be governed by the plain language of the statute and not by a strained construction making the Legislature say something which it did not say, even if the court was inclined to differ as to the wisdom of the legislation. That is not for the court to determine; its duty is to ascertain what the Legislature said, and if it had the right to say what it did say, to be governed by it." It follows, therefore, that in determining the question before us we should be confined to determining the true meaning of the language employed by the Legislature, and not allow the construction to be influenced by what, in our opinion, the Legislature should have said."

It may be argued that there was no intention on the part of the draftsman of the Ordinance to impose any liability on the Railroad except in those cases where the projected highway would actually intersect and cross the line of the Railroad at grade. However, such a construction violates the express language of Section 15 and such an argument also ignores the fact that under the provisions of Ordinance 748 the Railroad Company obtained valuable rights for which no express monetary compensation was provided. It is our contention that in the place of specific monetary compensation certain obligations were imposed upon the Railroad, among which was the obligation to bear part of the expense of such bridges as the 29th Street Bridge.

In this connection it is respectfully suggested that your committee should take into consideration the topography of the land on either side of the line of the Railroad from North Avenue to the northern boundary of the City. This portion of the Railroad follows very closely the Jones Falls Valley and, although theoretically it might be possible for the City to project a highway which would intersect and cross the line of the Railroad at grade in the area in question, from a practical point of view such a situation would hardly arise. If Section 15 has any practical meaning it must apply to a structure such as the 29th Street Bridge.

That the 29th Street structure is a projected highway which intersects and crosses the line of the Railroad between North Avenue and the northern boundary of Baltimore City was admitted by the Northern Central Railway Company and the Pennsylvania Railroad Company in 1935 by an agreement dated October 31, 1935, between the City and said Companies, which agreement was ratified by Ordinance No. 60, approved December 24, 1935. A copy of said agreement as ratified by said Ordinance is attached hereto. Among other things, this agreement authorizes the making of