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October 3rd, 1932

Mr. George Cobb,  
Highways Engineer,  
Baltimore, Maryland.

Dear Mr. Cobb:

Your letter of the 27th ultimo, addressed to Mr. R. E. Lee Marshall, City Solicitor, has been referred to me for reply.

Although not specifically requested, I presume from the data and correspondence in the file that you enclosed that you desire some advice on how to distribute the money which the City retains under the Baltimore Street Bridge Contract with W. C. Briddell Company, Inc., in view of the fact that an assignment and several claims have been filed with you.

While the policy of this office has always been to discourage assignments, nevertheless, it has recognized and consented to assignments when the exigencies of particular cases appear to deem such action expedient.

Section 22 of the Specifications and Contract for the Construction of the Baltimore Street Bridge over Gwynns Falls prohibits the sub-letting, assignment, selling or otherwise disposing of the contract or any portion thereof, or any of the contractor's right, title and interest therein, without written consent of the Engineer. The last sentence in Section 34-A reads as follows:

"The contractor or sub-contractor shall not, either legally or equitably, assign any of the moneys payable under this contract or any claims thereto unless by and with the written consent of the Engineer."

These two sections contemplate and, inferentially at least, authorize assignments with the consent of the Engineer.

The law in Maryland with regard to assignments of money due under contracts seems to be that where an order is drawn for the whole of a particular fund, it amounts to an equitable assignment of that fund and, after notice to the drawee, binds the fund in his hands.

Gibson vs. Finley, 4 Md. 75