File No. 3640 Continued.

CORRESPONDENCE.

The specification contains a clause which says:

"The Contractor is to take the site in its present conditions, and shall do all work of all kind that may be necessary to complete the building as shown on the drawings, in connection with the surrounding property and grades. He shall protect the owners interests in all respects."

I cannot think it just to throw this additional cost of \$1500.00 or \$2000.00 on the contractor, although he should have known this before submitting proposal or executing contract.

I have spoken to Major Venable (President of the Park Board) about the additional cost and he says he will take it up with me after I have your decision.

Please advise me if I shall take a stand that the Contractor must include this work without additional pay, or can I make an additional contract.

Truly yours,

(Signed) Edward D. Preston, Inspector of Buildings.

File No. 3640.

OPINION.

LAW DEPARTMENT.

Baltimore, October 26, 1905.

Hon. W. Cabell Bruce,

C1ty Solicitor.

As requested by your favor of October 20, I have investigated the matter referred to in Mr. Preston's letter of the same date, with reference to the obligation of the contractor who has in charge the building of the Field House at Patterson Park, in view of the fact that the grade line as shown on the drawings was incorrect.

I find that the drawings for the new Field House were prepared by Messrs. Wyatt & Molting, Architects, at the request of the Park Board, and these drawings when completed furnished the basis upon which proposals were subsequently advertised for by the Board of Awards, and upon which bids were snusequently submitted. These drawings as pre-

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