File No. 3640 Continued.

OPINION.

pared by Wyatt & Nolting show the grade line to be at a certain point.

As a matter of fact the grade line is ten or twelve feet lower; therefore the grade line as shown on the drawings is erroneous. How this mistake was made is not entirely clear, but the material point with regard to it is that it was made by the City's own Architects, and that the drawings submitted to bidders as the basis of their bid were therefore incorrect.

It appears that the contractor submitted his bid on the faith of these drawings, and without discovering their error. The practical consequence of this is that it will cost the contractor between \$1500. and \$2000. more to conform to the real grade line than it would have cost him if the grade line as shown by the drawings had been correct. The question is whether the contractor or the City should stand this additional expense.

The specifications contain the following provision:

"The contractor is to take the site in its present condition, 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 owner's interests in all respects".

I see nothing in this provision which would warrant the City in visiting upon the contractor the consequence of its own Architects. The would, of course, have been more prudent for the contractor to have made such a personal inspection of the site as would have enabled him to discover the error in the drawings. At the same time I think he him to discover the error in the grade line as shown by the drawings. The contractor "is to take the site in its present condition" it is true, but still the work which he is to do is the work necessary to complete the building "as shown on the drawings in connection with the surpounding property and grades". The specifications are for the erection rounding property and grades". The specifications are for the erection of a Field House "according to drawings prepared therefor by Wyatt & Nolting, Architects". Section 2 provides that the "buildings are to be erected and rimined agreeably to the dimensions on the various plans and drawings." Section 28 provides that "the surface of the ground is and drawings." Section 28 provides that "the surface of the drawings".

In view of these provisions, as well as in common fairness, I do not think that the City can make the contractor stand the additional expense, caused by the fact that he relied on the correctness of the City's own drawings, which drawings ultimately proved to be erroneous.

Wery truly yours, Very truly yours, Contractor, Canada and Canada

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