

File No. 8749 Continued.

OPINION.

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had been appropriated and his attention was expressly drawn to the fact that this sum was to cover the cost of the building complete and ready for use, including also the architect's commission and expenses of every kind other than the cost of the furniture for the building, moreover the "program" expressly stated that the architect assumed "all responsibility for excess in cost beyond the amount allowed in this program". It turns out that when bids, based upon the drawings, plans and specifications prepared by the successful architect are finally received, the building designed by him, instead of being one that can be built for Sixty-four thousand dollars will cost at least One hundred thousand dollars. This great discrepancy between the estimated cost and the actual cost amounts to a clear breach of the condition upon which the architect's plans were submitted and accepted, and relieves the City of any obligation to pay anything for them.

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Second: You ask whether or not, in the event larger schools are decided on, it will be necessary that there be another competition or whether you can use the plans that have already been adopted by the Architectural Commission. My answer to your first inquiry, practically answers this inquiry. Of course if the City pays nothing to the architect for his plans and returns them to him, the City has no right to use them. If the City intends to build a larger school than the one called for in the original request for competitive designs, it seems to me only proper that there should be a new competition. In this way only can equality in competition be secured.

Very truly yours,

(Signed) Edgar Allan Poe,
City Solicitor.

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