

File No. 10012 Continued.

OPINION.

See also Small vs. Schaeffer, 24 Md. 143.
Seigman vs. Hoffacker, 57 Md. 321.
N. C. R. R. Co. vs. United Rail-
ways, 105 Md. 345-363.

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Since, however, the contractor's liability to the property holder rests entirely upon the contract made between the contractor and the City, it follows that his liability must be measured by that contract, and is such only as the contract, itself, placed upon him. This, as already shown, is the obligation to restore the wall which has been injured to a condition the same as, or equal to, that existing before the injury.

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Since the contractor must restore the wall to its former condition, it follows, I think, that the obligation rests upon him to do everything necessary to accomplish this result. One of these things which are necessary to be done, is to rebuild or restore the wall in accordance with the proper and lawful requirements of the Inspector of Building's Department, and since the contractor cannot comply with his covenant and restore the wall to its former condition without building the same upon a pile foundation, it follows, I think, that not only must the cost of restoring the wall be borne by the contractor, but that the cost of building the pile foundation, which is necessary to be done before the wall can be restored, must also be borne by the contractor.

Very truly yours,

(Signed) Albert C. Ritchie,
Assistant City Solicitor.

File No. 10012.

LAW DEPARTMENT.

Baltimore, May 27, 1909.

Calvin W. Hendrick, Esq.,
Chief Engineer,
Sewerage Commission.

Dear Sir:-

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Replying to your favor of May 17th, in which you ask me to advise you as to the extent to which the contractor is obliged to repair the building, No. 2225 Boston Street, damaged as the result of the construction of the sewers in said street, I herewith enclose copy of