

File No. 10178 Continued.

CORRESPONDENCE.

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person to be appointed to act for the parties in the construction of the specifications, the supervision of the work and the determination of questions which arise from time to time. In this case, the person so named is the Building Inspector. By the specifications, on page 3, it is provided:- "The building is to be erected under the supervision and direction of the Inspector of Buildings, and to his entire satisfaction."

On page 4, the Building Inspector is given power as follows:

"Should necessity arise, during the progress of the work, for any alterations or changes in the plans or construction, the Inspector of Buildings shall have the undisputed right to make such alterations or changes." So far as the contractor or sub-contractor is concerned, they have no right to challenge the action of the Building Inspector in this matter. Again, on page 6, under Sub-Contractors,- "Sub-contractors are to abide by the specifications and drawings and are under full control of the contractor and Inspector of Buildings."

Again, under "Deviations", it is provided:-

"The contractor must abide by, and comply with, the true intent and meaning of the drawings and specifications and not to deviate in any way without a written order from the Inspector of Buildings. Any error in construction occurring, or omission in any way, must be made known to the Inspector of Buildings whose instructions shall be final."

And on page 8:-

"In all cases of doubt as to the true meaning of drawings and specifications, the decision of the Inspector of Buildings shall be final and conclusive."

All these provisions show that the Inspector of Buildings is given a very wide discretion in regard to the carrying out of this work and very broad powers of supervision over the same. The paragraph with regard to deviations shows, at least impliedly, that deviations may be made on a written order of the Inspector of Buildings. Looking at the situation of the parties, it is eminently reasonable that a power to make deviations should be vested in some one. Few large building contracts are carried through without deviation. These are ordinarily agreed upon between the owner and contractor, but in this case the owner, being a municipal corporation, must have some one to represent it in regard to matters of detail which shall arise during the progress of the work, and it seems to us this power is vested in the