

File No. 10585 Continued.

OPINION.

from making any objections.

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2 - With regard to any injury which may possibly be done to the New York Company's work by reason of the presence of the crushed stone contractor, I think that such injury is fully covered by Section 21, page 10 of the Filter Stone Contract, which provides "the contractor shall so conduct his operations as not to interfere with or injure the work of other contractors or workmen employed by the Commission. He shall promptly make good at his own expense any injury or damage which may be done to such work by him or his employees or agents." This Section places upon the crushed stone contractor the obligation of making good any damage which he may do to the New York Company's work, and, in my judgment, the crushed stone contractor's Bond would be responsible for such damage.

I think, moreover, that Section 21 does not mean that this compensation is to be made to the City only; on the contrary, it means, in my opinion, that if any damage is done by the crushed stone contractor to the New York Company's work prior to the acceptance of that work by the City, then compensation must be made to the New York Company direct.

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3 - The New York Company also asks that upon the entry of the crushed stone contractor and the acceptance by the City of the work then completed, that the amount of the New York Company's Bond should be proportionately reduced, and that if additional work is thereafter accepted the Bond should be further proportionately reduced. Having already expressed the opinion that, for the reasons given, the New York Company should not be relieved of any responsibility because of the entry of the crushed stone contractor upon the work, it, of course, follows that the New York Company's Bond should not be reduced, as requested by it.

I think that this fully covers Mr. Hendrick's inquiry, and I can see no legal reason for the New York Company making the points they have. It is absolutely proper where different contractors are engaged upon the same work, for them to carry on their respective works at the same time provided they can do this without interfering with each other, and the specifications of both contracts contemplate just such a contingency. Mr. Hendrick will, of course, see that the work of each contractor is carried on with due regard to the rights of the other, and in view of the fact that the crushed stone contractor is answerable to the New York Company for any damage done to the New York