

File No. 11802 Continued.

CORRESPONDENCE.

I would be pleased if you would give this matter further consideration, and let me hear from you with the return of the enclosed correspondence.

Yours truly,
(Signed) Calvin W. Hendrick,
Chief Engineer.

File No. 11802.

OPINION.

LAW DEPARTMENT.

Baltimore, September 10, 1910.

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

In re Claim of H.C.W. Kumlahn.

Dear Sir:-

9457

I have considered your letters of September 7th and September 9th in this matter, in connection with the specifications.

Section 6 of the Specifications reserves to the Commission the right to change the alignment, etc., of the sewers, or of their appurtenances whenever any conditions or obstructions are met that render such changes desirable or necessary. You indicate that the change was made for the purpose of avoiding obstructions in the original location; the change is, therefore, clearly within Section 6 of the Specifications.

The word "alignment" has been the subject of judicial determination.

9458

"In a Contract for the construction of a village water-works system, providing that the City Engineer could make such changes in the form, dimensions and alignment of the work as might be necessary for its proper fulfillment, the word "alignment" cannot be construed to mean simply an adjusting of a line, so that the change in an alignment cannot be construed to cover a change of a line, but signified not only the act of adjusting to a line, but the state of being so adjusted, and in terms of engineering is used to denote the ground plan of a road, or other work, as distinguished from its profile."
Chester vs. Leonard, 68 Conn., 495.

9459

It follows, therefore, that the slight change in the location of the sewer is authorized by the Specifications, and having been made in conformity therewith, the Contractor is liable for any damage which may have occurred.

Truly yours,
(Signed) Sylvan Hayes Lauchheimer,
Acting City Solicitor.