

7th February 1921.

E. W. Beatty, Esq.,
President,
Canadian Pacific Railway,
MONTREAL.

Dear Mr Beatty,

McGILL BUILDINGS

Yours of to-day enclosing Ross & McDonald 's letter of the 31st ultimo, draft agreement submitted by them and revised draft prepared by your Solicitor duly received, all of which documents I now return herewith.

On careful reading of the agreements I must say that I prefer the form prepared by your Solicitor to that submitted by Messrs Ross & McDonald. The Medical Building however should be referred to as the "Old Medical Building" to distinguish it from the new Medical Building which requires no alterations or extensions at the present time.

You might perhaps consider whether it would be advisable to embody in the agreement a clause giving the Committee the right to appoint a Superintendent of Construction. I see by Ross & McDonald's letter it is suggested that Mr Lawrence might act in this capacity. It will probably be unwise to mention the name of the Superintendent in the agreement as Mr Lawrence might sever his connection with the University or the Committee might find it desirable to appoint someone else. In this connection however I would like to point out that there is some danger if we appoint a Superintendent of Construction of relieving the architects and builders of their responsibility under the provisions of Article 1688 of the Civil Code, particularly if the Superintendent so appointed is an Engineer or has special knowledge or skill in the work which is being carried on. If such a clause is embodied in the agreement it should contain a special provision that such appointment will in no way relieve the architects and builders of their responsibility under the

provisions