

In spite of all the advice in this book, in spite of the energy you spend observing your job, in spite of the supervision on the part of the builder and his employees, in spite of the plans, specifications, inspections and everything else, mistakes will occur. Such mistakes may not be discovered until the building process has moved well beyond the point where the errors happen. As we have stated, a mistake which is discovered quickly can usually be corrected fairly easily. If, however, other work has been done after the error, then the original mistake becomes more and more difficult to remedy. Especially because of the travel time cost of getting workmen back.

When you do discover something wrong you should immediately notify the builder or the workmen involved. After due consideration they should be gratified to learn of their error before the work progressed too far. If the case involves a job which has been completed but which contains a mistake you should also notify the builder as soon as possible so the further work will not compound the error. Arbitration or settlement by discussion can also start immediately to reach a correction agreement.

Let me tell you about another type of mistake which happens more often than you might think. Customers often look at many models built by different builders before making their deal. Often a customer will assume that he is signing with Builder A who has a model with a two-car garage. As a matter of fact, it was Builder B with the two-car garage model. Builder A's model had a one-car garage. Yet the customer may assume he is buying the two-car model and will sign the papers. The first time he becomes aware of the fact that something is wrong is on a weekend when he comes out to see how his new house is progressing. The house has just been roughed-in. There before his eyes is a house with a one-car garage. The customer is so sure of his action that it takes some time to show him where he erred. Now, this is a costly mistake to correct.

The builder's costs were based on a one-car garage. Obviously a two-car will cost more. But now the existing structure which has been built and paid for must be removed, which must be paid for, and the new two-car garage must be built. This may also involve changes with the adjoining work to accommodate the new garage. The cost can be very high. Each buyer must maintain clear thinking during the entire building process, especially regarding the papers he is signing. He should pay particular attention to the model from which his purchase has been made. He should spend a great deal of time going through the model observing details. Even expert appraisers and inspectors can miss particular items while

checking a house. How easy it is for an inexperienced looker to fail to observe important features of a house. I believe that many of us see what our brain wants us to see at times. We may predetermine that we are looking at a two-car garage, and even though our eye is observing a one-car, our brain has already decided to register our vision as a two-car and that is what we think we are seeing. Such tricks of the brain can be expensive.

There is little room for argument; the buyer who has signed all of the papers for the construction of a house is bound by his signature, as is the builder. The written signed word is hard to overturn. If the buyer's own delusion has caused the mistake he must suffer the consequences, or arbitrate the situation with the best possible solution without holding up the job.

Where the mistake is relatively immaterial a serious effort should be made to settle the question amicably. For example, if range hood vent was specified to be brand X but the builder installed Brand Y perhaps he should be allowed to let the installation remain if brand Y is shown to be equal to Brand X. If the installed hood sells for less than the specified hood perhaps you and the builder can agree on a cash refund for the difference in price. If you have a particular reason for insisting on Brand X you may, of course, insist that the specifications be carried out. But by all means try arbitration first.

What about a mistake which is practically impossible to correct? Let's say the building is 4 inches too far North. No building codes have been violated, but the exact letter of the plans has not been followed. The house is completed but the driveway side yard is 11 feet 8 inches instead of 12 feet as stipulated in the plans as shown on the final survey. What to do? Such an error is probably not material. How seriously has the buyer been legally damaged because of the failure to follow the specifications? It would seem that some sort of settlement should be made between the parties. If necessary arbitration may be used to settle the dispute. A building inspector may act as a third party, point out to a builder and customer possible solutions.

Since building involves a contract and is basically a legal relationship the rights of the parties may be adjudicated in court. Most attorneys will honestly tell you to try to settle your differences outside of court. Legal battles are expensive and time consuming and the outcome is always uncertain. If both parties are reasonable people, they should be able to settle their disputes by negotiation. That way is less ulcer-producing, and moves the job along.

We hope that you will avoid mistakes by exercising continuous examination of the construction site; by paying close attention to all documents relating to the deal, by checking daily on the progress of the work on the building. We do not mean merely walking through the house and out the back door. We mean studiously and meticulously and critically observing everything. Get a tape and maybe a level. Carry the plan with you. We hope you avoid the problems created by mistakes.

The average legitimate builder will encourage you to check the progress of the building job often. He is interested in producing a good house and if something is wrong he will want to know about it as soon as possible.