

Laurent; carpentry, H. Demers. One house, three tenements, 29x75 feet, three stories, stone front, corner of St. Urbain and Marie Anne streets, for M. A. Labelle—architect, Jos. Sawyer, cost \$4,500. Addition, stone front, 3x40 feet, on St. Catherine street, for the Sisters of Providence.—J. Alcide Chausse has let the contract for one building, three tenements, three stories, to be built on St. Dominique street for Thomas Gauthier, to Treffe Charpentier.—A. St. Louis, architect, has accepted the following tenders for one house, 25x78 ft., three stories, stone and brick, on Montana street, for A. Toupin: Masonry, Theo. Lessard; carpentry, Arthur Toupin. Estimated cost, \$4,000.—W. E. Doran has accepted the following tenders for a building, two tenements, on Hibernia street, for Denis Donahue: Masonry, carpentry and bricklaying, J. Quinlan, cost \$2,500.

### BUSINESS NOTES.

Joseph Archambault and Fabien Brosseau have formed a partnership in Montreal as plasterers.

Persons having claims against the late firm of Fleming & Lighthouse, contractors, London, Ont., have been requested to file the same with Hellmuth & Ivey, barristers.

### EXCUSES FOR NON-PERFORMANCE OF A CONTRACT.

(Concluded.)

An employer prevents the performance of a condition precedent where he or his architect does not within a reasonable time supply the drawings with which the work can be completed. In the case of a prevention of performance by the architect an important question may often arise, whether the default of the architect in any and which of his duties constitutes a default of the employer, and if so, how will the jury or a court apportion the defaults.

The rights of the contractor, when he is delayed in beginning or proceeding with his work by the failure of the building owner to do something, depend upon whether such work to be done by the building owner is a condition precedent which would release the contractor entirely, or whether it merely gives the con-

tractor a right to damages, as being a partial prevention. If the condition is precedent or goes to the root of the matter, the contract may be rescinded or abandoned; if not, the contractor must go and seek his remedy in damages. If the contract is rescinded the contractor may still recover on a quantum meruit. The effect of this rule as to the liability of the builder to pay the penalties is, that the builder in cases where he has no option and must complete the contract is liable to the penalties for delay specified in the contract for every day on which he is late on completion. But he may recover damages against the employer for the prevention, and set them off against the penalties. The contract may be also construed as one merely to do the work within a particular period, so that if the contract is to do the work within the particular period, upon failure by the employer to allow performance to be commenced to time the contract is off, and nothing short of a new contract, express or implied, will create any liability to do the work. Performance may be delayed by the employers ordering extra work or alterations which cannot be done within the time, but even then the contractor must complete in a reasonable time. As a general rule, however, when the employer orders alterations and departures from the specification, or extra works not provided for by the contract, the builder is released from his obligation to perform

by a stated time; but a delay in the performance of the contract at the request of the employer, consented to by the builder, will not release the builder from completing the contract within a reasonable time when called upon.

The contractor may by going on with the work wholly or partially waive his claim to damages, or he may continue after expressly reserving such claim to damages. But if the prevention does not go to the root of the whole contract, but merely delays the performance, the contractor does not waive his right to recover damages merely by proceeding with the work.

If the prevention be the non-fulfilment of a condition precedent, or goes to the root of the matter, the builder has the right to abandon and sue at once, or the contractor may elect to complete, and he will then be entitled to the full contract price, plus the damages he has sustained by the prevention, if there is not a new contract, or if the prevention has not been waived. If the employer prevents performance, a contract to pay what is reasonable is implied by the law. The existence of the contract is not a question for the jury, but the amount of compensation is for them.

**SCORIA PAVING BLOCKS** are the Best All-Round Paving Material yet discovered.  
W. H. KNOWLTON & CO.,  
Dealers in Contractors' Supplies, 36 King St. E., Toronto

**CHARLES HUGHES** - *Milton West, Ont.*

All Kinds of Municipal Work

**CURBING, CROSSING, CHANNELLING, FLAGGING, ETC.**

Rough Heavy Lime-Stone for Breakwater Cribbing, Etc.)

Credit Valley Grey Dimension, any size, Sills, Steps, Coursing, Bridge Blocks, Engine Beds.  
— Estimates Given for All Kinds of Cut Work —

**THE THREE RIVERS IRONWORKS CO.**  
Montreal Office: IMPERIAL BUILDING. THREE RIVERS, P. Q.

MANUFACTURERS OF

**Cast Iron Water and Gas Pipes**

of best quality, from 2 inches in diameter.

**HYDRANTS, VALVES and GENERAL CASTINGS.**

**CAST IRON WATER PIPES**

From 4 in. to 36 in. Diameter.

BELL AND SPIGOT • TURNED AND BORED  
AND EVERYTHING NECESSARY FOR

**A Complete Water or Gas System**

SUPPLIED BY—**The LONDONDERRY IRON CO., Limited**  
LONDONDERRY, NOVA SCOTIA

THE MOST COMPLETE IRON WORKS IN CANADA (ESTABLISHED 1852.)  
Send for Drawings and Estimates of our work.

ALL PIPES CAST VERTICALLY

WE MAKE  
PIG IRON . . . . .  
WATER PIPES . . . . .  
PUDDLED BAR . . . . .  
HYDRANTS, VALVES . . . . .  
PIPE SPECIALS . . . . .  
HEAVY CASTINGS . . . . .  
STRUCTURAL WORK . . . . .  
ARCHITECTURAL WORK . . . . .  
MACHINE WORK . . . . .  
HYDRAULIC MACHINERY . . . . .  
TURBINES . . . . .  
BAR IRON . . . . .

**MUNICIPAL DEBENTURES**

: : : Commission allowed to persons introducing new business : : :

**ÆMILIUS JARVIS & CO.** (Member Toronto Stock Exchange) 23 King St. West, TORONTO  
ELECTRIC RAILWAY BONDS PURCHASED. STOCK EXCHANGE ORDERS PROMPTLY EXECUTED

--- BRAND "SIEMENS" ---