

## MUNICIPAL DEPARTMENT

### TO MUNICIPAL OFFICERS.

The CONTRACT RECORD is desirous of publishing, as far as possible, advance information regarding projected works of construction in all parts of Canada, such as sewerage and waterworks systems, railways, street pavements, public and private buildings, etc. Municipal officers would confer a favor upon the publisher by placing at our disposal particulars of such undertakings which are likely to be carried out in their vicinity, giving the name of the promoter, character of the work, and probable cost. Any information thus furnished will be greatly appreciated.

### COST OF PAVING.

Mr. T. O. Bolger, City Engineer of Kingston, Ont., has been collecting information regarding the cost of asphalt pavements. Asphalt, he finds, is laid in different cities under different specifications and conditions. In some places two inches of asphalt are laid over a bed of four inches of concrete. In other places the asphalt is rolled on the old stone paved streets. A first class street requires six inches of concrete and at least two and one half inches of asphalt wearing surface. In a list of forty-one places where streets were paved during 1897, the cost per square yard ranged all the way from \$1.45, at Omaha, to \$3.10 at Ottawa. The list gives an average price of \$2.12 per square yard.

In 1898 a list of thirty-nine cities using asphalt for paving purposes gave prices ranging from \$1.39 at Newark, N.J., to \$2.87 at Spokane, Wash., giving an average of \$2.03 per square yard.

These prices are hardly any guide, covering so wide a range, and climatic and geographical formation being so widely different. An average of the cost nearer home is as given: At Montreal, \$2.41; Ottawa, \$2.87; London, \$2.65; Toronto, \$2.70; Ottawa, \$2.57; Hamilton, \$2.08. These give an average of \$2.54 per square yard, contract price, and all call for six inches of concrete and two and one-half inches of asphalt wearing surface. Hamilton has only a five year guarantee, the other places ten. Rochester, N.Y., paid \$2; Watertown, \$2.75, and Syracuse, \$2.20.

From this data it is fair to assume that asphalt paving in Kingston would cost \$2.50 per square yard.

The average price of brick paving in forty-six cities ranges from ninety-two cents to \$2.50, making a mean average of \$1.52 per square yard.

Toronto is paying \$1.60 for brick laid on four inches of concrete. Princess street could be similarly paved for \$1.85 per square yard, and Brock street at \$1.60, and a good brick pavement on

broken stone and sand formation could be put down on residential streets for \$1.30 per square yard.

### LEGAL DECISIONS AFFECTING MUNICIPALITIES.

About a year ago the council of the township of Toronto accepted a tender from Messrs. Joseph Yorke and Burgoyne Gordon to build the abutments for a new iron bridge over the Credit river at the village of Springfield-on-Credit. After doing considerable work the contractors abandoned the job. Proceedings were instituted on behalf of John Miles, a stonemason, residing in Toronto, against the contractors and the municipal corporation, claiming a lien upon the material in the bridge. The township at first defended the matter, when they asked leave to pay into court 20 per cent. of the amount of the money they claimed to be due by them to the contractors, which payment was in full of the lien-holders and amounted to \$151.14. The matter came before Mr. Neil McLean, Official Referee at Osgoode Hall, last June, and after a trial lasting two days, judgment was reserved and has just been given in favor of John Miles, the plaintiff, and other lien-holders, the official referee holding that the township when they paid the money into court did not give the contractors full credit for all work done, and should have paid in more than they have; consequently as a result Miles gets judgment against the township of Toronto with costs.

Last week in the Court of Appeal at Montreal, argument was heard in the case of the corporation of the town of Richmond, plaintiff in the court below, appellant, and Lafontaine, et al., defendants in the court below, respondents. The case arose out of the construction of a waterworks system in Richmond in the year 1892. The town asked that the defendants, who had obtained a contract, be ordered to remove their pipes and works, and be condemned to pay \$5,000 damages for non-fulfilment of their obligations. The chief ground for contention was that the defendants had not completed the work within the time specified. The defendants pleaded, among other things, that the work had been accepted, the town having furnished hydrants and used the water. The court in the first instance held that the works were entirely incom-

plete and insufficient at the time of the institution of the action, and maintained the conclusions of appellant to the extent of setting aside the contract and ordering the removal of the works. From this judgment the respondents appealed to the Court of Review, which court gave judgment reversing the judgment of the court below. The reasons given by the Court of Review were to the following effect: 1. Since the action respondents had built a new reservoir at a higher elevation, and at the point indicated by the experts examined by appellant. 2. The proof was contradictory. 3. The respondents had established that the pipes laid by them were of the size demanded by the contract, and the quality of the water furnished was satisfactory, being as good as that of the city of Montreal. 4. Since the protest, the municipality appellant had accepted the works and made use of them without further protest for more than twelve years, and their silence and the use made of the works constituted a legal acceptance. Judgment has been reserved.

The Home & Foreign Securities Company, of Toronto, have been granted incorporation. The company intend to deal extensively in municipal debentures. The directors are Z. A. Lash, Q.C., J. S. Lovell, William Bain, E. W. McNeil and Thomas Bradshaw.

The evidence in the arbitration for the expropriation of the waterworks system at Campbellton, N. B., has been concluded, and argument will be heard by the Court this week. Mr. Willis Chipman, consulting engineer for the corporation, values the plant at \$51,000, and Mr. James Laurin, consulting engineer for the Campbellton Waterworks Company, at \$123,180.

According to the report of the City Engineer of Toronto, there have been nearly twenty-four and one-half miles of new pavements laid in Toronto since the beginning of the year. This amount includes over seven miles of paving on track allowances. The total is distributed as follows: Contract—Gravel, 5.03; cedar block, 4.014; brick, 2.704; asphalt, 3.188; macadam, 1.537; concrete, in lane, .057; total, 16.53. Day Labor—Brick, .111; macadam, .449; total, .56.—a total of 17.09 miles. Track Allowances—Contract—Brick, 4.284; scoria, 2.705; total, 6.989. Day Labor—Brick, .403. This makes a total of 7,392 miles for track allowances, and a grand total of 24,482 miles.

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