

tract for deepening Collingwood harbor, will commence work about the middle of this month. A powerful dredge has been purchased for the work.

LONDON, ONT. The Sewers Committee received the following tenders for the steel bridge at the foot of King street: Hamilton Bridge Company, \$7,959; Central Bridge & Engineering Company, Peterboro', one plan, \$6,020; another, somewhat similar, \$5,627, and a truss bridge, \$2,400 for the 163 feet span only; King Bridge Company, Toledo, \$8,500, or \$8,200. The tender of the Central Bridge & Engineering Co. has been accepted. The tenders for pipe were: Gartshore & Co., cast iron, \$3.90 per foot; Hamilton Bridge Company, steel pipe, \$3.98; E. Leonard & Sons, \$3.20; Geo. White & Sons, \$4.20. That of E. Leonard & Sons has been accepted. The tenders for section "J" of the sewerage system were: Wm. F. Grant & Co., of Toronto, \$19,335; Burnett & Son, London, \$21,750; Geo. D. Cameron, London, \$20,620. The tender of W. F. Grant will probably be accepted.—The tenders for section "K" of the sewerage system have been found to be too high, and new tenders will be invited.

OTTAWA, ONT.—Tenders were received by the city for fire engines as follows: Waterous Engine Company, Brantford, two engines for \$6,950, taking also the Old Conqueror engine, with a second size engine from the same firm for \$4,650 each, or both engines for \$8,600; E. H. Thomas, of Brussels, one standard engine, \$4,000, a second style for \$4,200, allowing \$600 for the Conqueror; the American Fire Engine Company, Seneca Falls, the Clapp and Jones engine for \$5,150 each; the "La France" engine, by Aheain & Soper, Ottawa, \$6,500 each; Walter Wonham & Son, Montreal, the triple cylinder Merryweather, \$6,800 each; John D. Ronald, two engines he had on hand, \$4,500 and \$3,300; Thomas B. Brown, Windsor, Ont., one engine for \$5,170 or two engines for \$10,340. It was decided to purchase a second-hand Merryweather from Newfoundland, and one of the Ronald engines.

MONTREAL, QUE.—The Dominion Bridge Company, of this city, have a contract to furnish 50 spans of bridge work for the Newfoundland railway, now being built by R. G. Reid.—Building permits have been granted as follows: One house on St. Christopher street, St. James ward, brick and stone front, for Mde R. Prefontaine—architect, Georges Janin; masonry, P. Picotte. Three houses, rock and cut stone front, on Notre Dame street east, for Messrs. Naud & Brosseau—masonry, M. Gilmault. One building, stone and brick front, on McGill College avenue, St. Antoine ward, for William Jacobs—architect, Walter Livermore; masonry, Heggie & Stewart; bricklaying, A. E. Wand.—Contracts have been awarded as follows: Robert Findlay, architect, residence at Westmount mountain top, for Arthur Hodgson—all trades to D. M. Long. Two residences on Cote St. Antoine road, for Mrs. Geo. Waits—masonry, Heggie & Stewart; bricklaying, Wm. McCarthy & Son; carpenter and joiner's work, J. A. Lambert; roofing, W. G. Graham; plumbing, E. C. Mount. Additions to Sun Life Insurance building—all trades to W. Swan. Clift & Pope, architects, hotel on Victoria street, for E. H. Dohan—all trades to Simpson & Peel. Jos. Sawyer, architect, one house, stone front, on Park avenue, for D. Gagne—carpentry, D. Gagne. Robert Falbord, architect, residence at Cote des Neiges, 3 stories, for Chas. Legare—bricklaying and masonry, F. Dufresne, jr., of St. Laurent, carpenter and joiner's work, Isaie Lalonde, of St. Henri; roofing, heating and plumbing, Blouin, Desforges & Latourelle; painting and glazing, Eug. Berthelette. One residence at Valleyfield for R. S. Joron—all trades to Damase Joron. One villa at

Cartierville, two stories, for R. O. Pelletier—all trades to Emanuel Lecavalier. Four houses on Victoria street, Westmount, three stories, for Chs. Depocas—masonry, Jos. Lapointe; carpenter and joiner's work, Isaie Lalonde. M. C. St. Jean, architect, interior of St. Therese church, for the Rev. M. Pilon—plastering, Jos. Fabien; estimated cost, \$5,300.

#### OBLIGATIONS OF CONTRACTORS.

The term "entire contract" which is often used with reference to building contracts, has two distinct meanings: (1) In its ordinary meaning it is a contract to do the whole of a piece of building work as opposed to contract to do one or more of the component parts of the work. It is a common thing to undertake an entire contract in this sense and to apportion it out among sub-contractors, who are responsible to the contractor and not to the building owner, and for whose acts and defaults the building owner is, as a general rule, not liable. (2) In its legal meaning it is an indivisible contract, one where the entire fulfilment of the promise by either party is a condition precedent to the right to call for the fulfilment of any part of the promise by the other. In this sense it is opposed to divisible, severable, or apportionable contracts.

In the first sense the contractor is responsible for the performance by the sub-contractors of the parts of the work sublet to them, and the building owner has no remedy against them under the principal contract with the contractor. In the second sense it is of great importance to the builder on the question of performance and payment to know how far his right to

payment is contingent on complete performance of the whole bargain as to time, workmanship and materials, and whether he can or cannot insist on payment for any portion of the work before the whole is done. And on the other hand, it is of importance to the employer to know whether the builder is bound to finish the whole work.

Entire contracts may be of various kinds. There may be a contract to do the whole work in consideration of payment of a lump sum. Or the contract may be to do the whole work in consideration of payment of different sums for different parts of the work. Or the contract may be to do the whole work followed by part performance, no mention of price being made. Or the contract, again, may be to do all the parts of a whole work, or to do so many entire contracts. Payment on account or by instalments may (depending upon the construction of the contract) merely entitle the builder to payment of instalments as they accrue due, still leaving him liable for non-performance of the whole; or the entirety of the contract may be destroyed and the payment made apportionable, thus releasing the builder from any other liability than to complete that portion of the contract upon which he has started.

It is a general rule that, while a special contract to erect a house or other building remains open—i.e., unperformed—the builder cannot sue to recover any compensation for work and labour, nor can he maintain an action on the contract for what he has done until the whole is completed. For a builder is not entitled to

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THE GRAND HOTEL, St. Hyacinthe, Que.

THE NEW CUSTOMS-APPRAISERS STORES, NEW YORK, now building, which will consume 5,000 tons.

THE PARLIAMENT BUILDINGS, OTTAWA, portion of which was recently destroyed by fire and rebuilt.

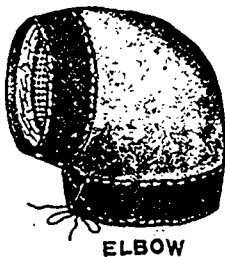
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