

LEGAL DECISION OF INTEREST TO BUILDERS.

GRIFFIN & SON VS. AYR PUBLIC SCHOOL BOARD.

THIS was an action brought by Messrs. Griffin & Son, builders, to recover from the defendants the contract price of the stone work and foundations of a proposed public school building in the village of Ayr. The defendants denied any contract binding upon them, and in support of this contention stated that the resolution authorizing the letting of the contract was not passed by a majority or quorum of the School Board; that before the contract had been signed a formal notice setting forth this fact, was served upon the plaintiffs; that an injunction was obtained from the Courts to restrain the School Board from proceeding with the erection of the building and from entering into any contract for that purpose; that notice of all these proceedings was served upon Messrs. Griffin & Son; but they proceeded with and completed the work.

Meantime at a duly constituted meeting of the School Board held while the injunctions were in force, a resolution was passed confirming the contract which had been previously entered into. Subsequently the Courts granted an injunction perpetually restraining the defendants from erecting the school buildings or any part thereof under the plans which had been submitted, or under the contract with Messrs. Griffin & Son.

The Court held that notwithstanding the corporate seal had been attached to the contract, the authority under which it was so attached was inoperative, and that of this fact the Court was bound to take cognizance. It further held that in disregarding the notices given them of the illegality of the authority under which the contract was awarded, and of the injunctions issued against the Board, Messrs. Griffin & Son voluntarily took upon themselves all risk in the premises.

The plaintiffs contended that even if the contract was not binding, they were entitled to receive the value of their work, because the defendants had derived advantage and benefit from it.

In reply to this it was shown that new contracts had been let for the erection of a school building upon a different site, that the foundations erected by Messrs. Griffin & Son had never been accepted or used by the defendants, but had remained exposed to the weather from which cause, or from inherent defects in the work were rapidly becoming unserviceable for any purpose, and consequently that no benefit could have been derived by the defendants from the work.

It, dismissing the action with costs, the

judge said: "The plaintiffs have from the beginning proceeded with the works in defiance of protests which have been shown to be well founded; it has been shown that they never had any authority to perform the work; they were repeatedly told so; they chose to rely upon the assurances of persons who were altogether in the wrong, and in my judgment their only recourse, if any they have, must be to the persons upon whose assurances they relied."

Prices of Building Materials.

LUMBER.

CAN OR CANGO LOTS.

1 1/2 inch and thicker clear picks, Am. ins.	\$30 00	@ 12 00
1 1/2 inch and thicker, three uppers, Am. ins.	37 00	
1 1/2 inch and thicker, pickings, Am. ins.	27 00	
1 x 10 and 12 dressing and better.	18 00	20 00
1 x 10 and 12 mill run.	13 00	14 00
1 x 10 and 12 dressing.	14 00	16 00
1 x 10 and 12 common.	12 00	13 00
1 x 10 and 12 spruce culls.	10 00	11 00
1 x 10 and 12 maple culls.	9 00	
1 inch clear and picks.	28 00	30 00
1 inch dressing and better.	18 00	20 00
1 inch siding, mill run.	14 00	16 00
1 inch siding, common.	11 00	12 01
1 inch siding, ship culls.	\$10 00	\$12 00
1 inch siding, mill culls.	8 00	9 00
Cull scantling.	8 00	9 00
1 1/2 inch and thicker cutting up plank.	22 00	25 00
1 inch strips, 4 in. to 8 in. mill run.	14 00	15 00
1 inch strips, common.	11 00	12 00

*M. H. Notre Dame Street,
Montreal. October 14, 1890*

*G. H. Mortimer Esq.
Editor Canadian Architect & Builder.
and Contract Record.*

Dear Sir,

I have to inform you, that, the following resolution was unanimously adopted, at the First Annual Meeting of the Province of Quebec Association of Architects held in Montreal on 10th & 11th inst.:-

We the Architects of the Province of Quebec now assembled in convention being satisfied that the Canadian Contract Record affords us a direct communication with the contractors. Resolved: That we pledge our support to it by using its columns when calling for tenders.

*Yours truly,
G. H. Mortimer
Secretary.*

1 1/2 inch flooring.	14 00	15 00
1 1/2 inch flooring.	14 00	16 00
XXX shingles, sawn.	2 30	@ 2 35
XX shingles, sawn.	1 30	1 35

Metallic Roofing Co. of Canada:

	Per Square.
Eastlake steel shingles (galvanized), \$2 25 to \$3 75	
Eastlake steel shingles (painted)...	3 75 4 00
Improved Broad Rib Roofing, (galvanized).....	5 00 5 75
Improved Broad Rib Roofing (painted).....	3 50 4 00
North Western steel siding (painted).....	3 25 3 50
Manitoba steel siding (painted).....	3 25 3 50
Metallic Finished Brick.....	3 25 3 50
Tower or Mansard shingles, (galvanized).....	6 25
Tower or Mansard shingles (painted).....	4 50
Metallic Terra Cotta Tiles.....	7 00
Price of Copper shingles according to weight, and	
"Haves" Patent Metallic Lathing according to quantity.	

Canada Galvanizing & Steel Roofing Co.:

Corrugated Iron, galvanized, 26 W.G., per lb.	5 cts.
Corrugated Iron, galvanized, 28 W.G., per lb.	5 1/2
Corrugated Iron, painted, 26 W.G., per square.	4 00
Corrugated Iron, painted, 28 W.G., per square.	3 50
Broad Rib Roofing, galvanized, per square.	5 50
Broad Rib Roofing, painted	4 00
Westlake shingles, steel, galvanized, per square.	5 00
Westlake shingles, steel, painted	3 50
Standard shingles, "Walter's patent," galvanized, per square.	5 50
Standard shingles, "Walter's patent," painted.	4 00
Northwestern steel siding, patented, per square.	3 50
Metallic Finish Brick, per square.	3 25
Metallic Finish Clapboard, per square	3 50

YARD QUOTATIONS.

Mill cull boards and scantling.	10 00
Shipping cull boards, promiscuous widths.	13 03
Shipping cull boards, stocks.	1 00
Hemlock cantling and joist up to 16 ft.	11 00 12 00 13 00
" " " 20 "	13 00 14 00
Scantling and joist, up to 16 ft.	13 00 14 00
" " " 18 ft.	15 00
" " " 20 ft.	17 00
" " " 22 ft.	19 00
" " " 24 ft.	21 00
" " " 26 ft.	23 00
" " " 28 ft.	25 00
" " " 30 ft.	27 00
" " " 32 ft.	29 00
" " " 34 ft.	31 00
" " " 36 ft.	33 00
" " " 38 ft.	35 00
" " " 40 to 44 ft.	37 00
Cutting up planks, 1 1/2 inch and thicker, dry board.	25 00 26 00 18 00 28 00
Cedar for block paving, per cord.	5 00
Cedar for Kerbing, 4 x 14, per M.	14 00

B. M.

1 1/2 inch flooring, dressed, F. M.	28 00	31 00
1 1/2 inch flooring rough, B. M.	18 00	22 00
1 1/2 inch dressed, F. M.	25 00	28 00
" undressed, B. M.	18 00	19 00
" dressed	18 00	22 00
" undressed	12 00	15 00
Beaded sheeting, dressed	22 00	35 00
Clapboard, dressed	12 00	
XXX sawn shingles, per M, 16 in	2 65	2 75
Sawn lath.	2 00	2 20
Red oak.	30 00	40 00
White.	35 00	45 00
Basswood, No. 1 and 2.	18 00	20 00
Cherry, No. 1 and 2.	70 00	70 00
White ash, No. 1 and 2.	25 00	25 00
Black ash, No. 1 and 2.	20 00	30 00
Dressing stock.	16 00	22 00
Picks, American inspection.	40 00	
Three uppers, American inspection.	30 00	

BRICK—B. M.

Common Walling.	\$7 50
Good Facing.	9 00
Sewer.	8 50 9 00

Pressed Brick:

Plain brick, f. o. b. at Milton, per M.	\$18 00
" " and quality, per M.	14 00
" " 3rd	10 00
Hard Building.	8 00
Moulded and Ornamental, per 100.	\$3 10 10 00
Roof Tiles.	24 00
Diamond locking tile.	16 00
First quality, f. o. b. at Campbellville, per M	18 00
and	14 00
3rd	11 00
Ornamental, per 100.	\$3 10 10 00
Tiles.	24 00

Stone.

Common Rubble, Per Toise, delivered	14 00
Large flat	18 00
Foundation Blocks, " Cubic Foot.	50

Slate: Roofing (3 square).

" red.	18 00
" purple.	9 00
" unfading green.	9 00
" black slate.	7 50
Terra Cotta Tile, per sq.	25 00
Ornamental Black Slate Roofing.	8 00

Sand:

Per Load of 1 1/2 Cubic Yards.	1 75
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PAINTS. (In oil, 1 lb.)

White lead, Can.	6 25	6 50
" zinc, Can.	6 25	7 50
Red lead, Eng.	5 50	6 25
" venetian.	1 60	1 75
" vermilion.	90	1 00
" Indian, Eng.	10	12
Yellow ochre.	5	10
Yellow chrome.	15	20
Green, chrome.	7	12
" Paris.	25	40
Black, lamp.	15	25
Blue, ultramarine.	25	20
Oil, linseed, raw (1 imp. gallon).	68	75
" " boiled	72	70
" " refined.	78	85
Putty.	2 1/2	2 50
Whiting, dry.	75	1 00
Pr. s white Eng., dry.	90	1 25
Litharge, Am.	6 1/2	8
Sienna, burnt.	15	20
Umber, "	8 1/2	12

CEMENT, LIME, etc.

Lime, Per Barrel of 2 bushels, Grey..	40
" " White	55
Plaster, Calcined, New Brunswick..	2 00
" " Nova Scotia.	2 00
Hair, Plasterers', per bag.	3 00
Cement, Portland, per bbl.	3 00
" Thorold.	1 50
" Queenston, "	1 50
" Nanapan.	1 50
" Hull.	1 50

HARDWARE.

Cut Nails:	
American Pattern, 1 1/2 inch, per keg.	4 15
" " 1 1/2 to 1 3/4 inch, per keg.	3 40
Canadian Pattern, 1 1/2 inch, per keg.	3 65
" " 1 1/2 to 1 3/4 inch, per keg.	3 15
" " 2 to 2 1/2 inch, "	3 15
" " 2 1/2 to 3 1/4 inch, "	2 05
" " 3 inch and larger.	2 05
Steel nails roc. per keg extra.	
Finishing nails, 1 inch, per keg.	5 75
" " 1 1/2 inch, "	1 05
" " 1 3/4 " "	4 50
" " 1 1/2 " " and larger.	3 15