

to the city council, and their report was adopted and approved of.

I am of opinion that the defendant corporation is liable for a reasonable amount for the plans and specifications so furnished on the implied and executed contract with the committee—so ratified by the city council of the defendant corporation—on the authority of *Lawford v. Billericay Rural Council*, (1903) 1 K. B. 772.

The amount sued for is \$426.63, or 3 per cent. of cost of building. This I assume included a charge for inspection of building during construction. I think \$250 a reasonable amount for plans and specifications, for which plaintiff should have judgment.

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### NOVA SCOTIA.

FULL COURT.

DECEMBER 11TH, 1909.

#### CHAPPELL BROS. & CO. LTD. v. THE CITY OF SYDNEY.

*Municipal Corporation — Contract for Erection of Library Building—Donor — Principal and Agent—Conditional Gift in Aid of Library—Approval of Gift by Ratepayers —Power of City Council to Enter into Contract.*

Appeal from the judgment of LAURENCE, J., in favour of plaintiff in an action to recover an amount claimed to be due plaintiffs, a firm of architects, for work and labour in connection with the preparation of plans and specifications for a library building for the defendant city. (Reported ante p. 485).

F. McDonald and W. F. O'Connor, in support of appeal.  
W. H. Covert, contra.

TOWNSHEND, C.J.:—The single question, it seems to me, necessary to deal with in this appeal is the power of the city council to make a contract binding on the city for the construction of the library building.

By c. 169, Acts 1903, it is recited that Andrew Carnegie had donated to the town \$15,000 to be expended in the erection of a building to be used as a free public library on condition that the town contributed annually to the support of the library \$1,500. Further, that the ratepayers of the town, at a meeting called for the purpose, had approved of the acceptance of the gift. Further, that the ratepayers had