

At Vancouver, B. C., Stimson's wharf and part of the New England Fish Co.'s building.—Six houses at Etchemin, Que., including E. Bourassa's grocery store, loss \$25,000, small insurance.—Planing mill and sash and door factory of R. Gaw & Co., at Kingston, Ont.—House of James Landrigan at Penetanguishene, Ont.

#### CONTRACTS AWARDED.

MITCHELL, ONT.—Granolithic sidewalks: Silica Barytic Stone Co., contractors.

St. LIPOIRE, QUE.—New church. Joseph Bourque, of Hull, contractor; cost \$12,000.

PRESTON, ONT.—Cement walks: Silica Barytic Stone Co., of Ingersoll, contractors.

SUSSEX, N. B.—Catholic church: H. H. Mott, St. John, architect; Andrew Myles, contractor.

NEW WESTMINSTER, B. C.—Improvements to St. Alice hotel: J. A. Calbick, this city, contractor.

CHATHAM, ONT.—New residence for Mr. O'Keefe. Carpentry, James Heath; brickwork, George Fielder.

TORONTO, ONT.—The Labatt Brewing Co., of London, purpose erecting on Elm street a large brick building 140 x 48 feet, two storeys high, to cost \$75,000, the contract for which has been let to A. H. Williams.

HAMILTON, ONT.—Tenders were received as follows for a steam road roller: Sawyer Massey Co., new Russell roller, 12 ton, \$3,400, and 15 tons, \$3,650; Waterous Co., Brantford, Pitts roller, \$3,300, 15 tons, \$3,600. The Board of Works have recommended the purchase of a Pitts roller.

WINNIPEG, MAN.—Trust & Loan Co.'s building: Phil. Burnett, general contractor; James McDiarmid, carpenter work; cost \$18,000.—The following tenders were received for a new fire engine of 1,000 gallons capacity. American Fire Engine Company, \$6,560; Waterous Engine Company, \$5,400; La France Engine Company, \$6,350; Ronald Fire Engine Company, \$4,500.

MONTREAL, QUE.—W. E. Doran, architect, has let the contract for modifications of a house, corner of Grand Trunk and Conde streets, for the Estate Owen McGarvey to J. B. Stratton.—Jus. Sawyer, architect, has let contracts as below for residence, three tenements, stone and brick front, corner Charlevoix and Mullin streets, for J. L. Bourbonniere: Masonry, A. Daoust; carpenter and joiner's work, V. St Andre Cost \$2,000. Edward Maxwell, architect, has accepted the following tenders for a dwelling, pressed brick and bath stone, for J. H. Birks: Masonry, Labelle & Payette; carpentry, Labrecque & Mercure; brick, William Lavers—Mesnard & Daoust, architects, have accepted tenders as follows for alterations to store and tenement house on St. James street, for Estate Hon. J. Masson; Masonry, Rheume & Dausereau; carpentry, Chaplrau & Lepouef.—Hutchison & Wood, architects, have accepted the following tenders for modifications of the Cadillac hotel, on Notre Dame street, for A. F. Murray & Co.: General contractor, L. Patton & Son; painting and glazing, Jas. Hutchison; iron work, Phoenix Bridge Co.—Building permits have been granted as follows: Three houses on City Hall avenue, for P. Deslauriers, stone and brick front, cost \$3,000 each—architects, Mesnard & Daoust; masonry, N. Guilbault. Two houses, wood, lined in brick, to be built on Shaw street, for Philcas Rivet—masonry, M. Savard; carpentry, Gilbert Demers.

#### 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.

## MUNICIPAL DEPARTMENT

#### LEGAL DECISIONS AFFECTING MUNICIPALITIES.

TOWN OF CORNWALL VS. CORNWALL WATERWORKS CO.—This case was heard in the High Court of Justice. Judgment on appeal by the company from an award, upon an arbitration held between these corporations under sec. 98, et seq. of R.S. O., 1887, ch. 164, to determine the amount to be paid by the town corporation to the company for their works and property. The arbitrator, determine the present value of the works and property to be \$78,628.85, and, adding the statutory percentage, fixed the amount to be paid at \$86,491.73. The first ground of appeal was that the proceedings of the arbitrators were invalid by reason of the fact that the mortgagees of the property were not notified and were not parties to the arbitration. In 1886 a mortgage was made by the Waterworks Company to the Farmers' Trust Company of New York, of all their works and property, to secure an issue of first mortgage bonds, amounting to \$80,000, with interest at 6 per cent. per annum, maturing in the year 1906. All these bonds are outstanding and unpaid and secured by the mortgage, which was duly registered when it was made. Held, that there is nothing in sec. 484 of the municipal act, 1892, or elsewhere in the act, which declares that a mortgagor shall have power to represent his mortgage in such proceedings, and the manifest injustice of permitting him to do so is a very good reason. It was the intention of the Legislature that the rights of mortgagees should not be affected by anything done in any proceedings to which they were not parties, and sec. 6 of 55 Vic., ch. 8 is to be invoked only in aid of a corporation having elected to make the mortgagees parties to its proceedings. But the circumstances are not such as to entitle the Waterworks Company to have the question referred back, and to have the mortgagees made parties. If the award had been for a sum sufficient to pay off the mortgagees, no harm could have been done to any person by their absence. The case would have been like that of a contract for the sale of an equity of redemption for an amount not less than the amount of the mortgage, the purchaser would take the equity and assume the mortgage. Nor does the fact of the amount fixed being less than the amount of the encumbrances entitle the company to have the award set aside in order that the mortgagees may

be parties to a new arbitration. The position is analogous to that of a vendor who has agreed to sell an equity for less than the amount of the encumbrance. If the vendor is unable to pay the difference the purchaser may still elect to complete the transaction, assuming the mortgage, and retaining his recourse against the vendor for any surplus he may have to pay to clear it off. The vendor could not be allowed to say that the bargain must come to an end because he was unable to clear the title. Held as to other objections, that the arbitrators are required under the act simply to value the existing property of the Waterworks Company, and not to make any allowance for compensation for future profits, or for the taking away from it of the right to supply water to its customers at a profit. Held also, that the arbitrators were right in rejecting the claim for interest upon the cost of the works for the period after their completion, during which the annual expenses exceeded the annual revenue; that is no part of the cost of construction; an allowance has been made for interest on outlay during the construction of the works, and that is as far as they could properly go. Held, lastly, that upon the figures furnished upon affidavit of one of the arbitrators as to the manner in which the amount awarded was reached, the award should be increased by \$132, the result of an error in the addition of the items composing it; but as the other arbitrators do not concur in this statement, and council for the town refuse to admit that any error had been made, it is possible that the figures given in the affidavit may not be the same as those of the other arbitrators, and the Court cannot interfere. Appeal dismissed with costs upon all grounds taken.

#### SEWAGE FILTERED THROUGH COAL

In the basement of the City Hall, Hamilton, Ont., Mr. E. G. Barrow, City Engineer, has fixed up a laboratory, where a number of interesting experiments have been in progress for some time, says the Herald. One of the most valuable of these has demonstrated that coal can be used with success for the filtration of sewage, and the result will be that whenever the department decides to filter the effluent from the interception works this method will be employed. The city engineer read of the plan as having been tried successfully in Britain, and he resolved to repeat the experiment, with astonishing results.

The sewage as it was taken from the settling tanks was passed through a filter bed three feet in depth, composed of six inches of sand, ten inches of coal dust and twenty inches of coal of three different sizes, the resulting effluent, when set side by side with ordinary drinking water, appearing much the purer of the two. One good feature of this process is that no waste attaches to it, for the coal, after it has served its purpose as a filtering material, is as good as ever for fuel.

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