

street will be abandoned in favor of a more important and commodious terminal depot on the reserve. The old railway bridge would be removed, and a broad bascule bridge erected at the foot of Johnson street, with wide central opening, clearing the stream at its narrowest point of all impediment to navigation, and at the same time meet the long-felt want of a direct route from the centre of Victoria city to Victoria West and Esquimalt.

It is part of the proposition to connect the present V. & S. railway by a branch running along Work street and over the new bridge at Point Ellice, with the central station on the Indian reserve, and also to extend these joint railways by harbor tracks along the wharves as far as the outer dock; to construct coal bunkers in the lower harbor, and spacious dry-docks and marine ways in the upper harbor of capacity sufficient to take the largest ships frequenting these waters. The harbor tracks would be fitted with hydraulic cranes and capstans. Spacious warehouses would be built as the demand arose, and all the most approved appliances installed for the most economical and expeditious handling, storing and transshipping of freight, and for the accommodation of the shipping frequenting the port and at the same time the charges kept down to rates that should make this the most desirable and most frequented harbor on the Pacific coast. These works would be gradually carried to completion out of surplus revenue.

ESTIMATE OF THE COST.

Purchase of all properties abutting on the harbor, including compensation, say	\$2,100,000
Dams and removal, about	\$200,000
Pumping out lower harbor	20,000
Excavation and dredging	630,000
Revetment walls	800,000
Bascule bridge	200,000
Overflow to Thetis Cove, say	50,000
Contingencies, say	200,000
Total works in lower harbor	2,100,000
Sheet piling, upper harbor	250,000
Dredging	175,000
Rock Bay bridge abutments	50,000
Point Ellice bridge	200,000
Contingencies, say	65,000
Total works in upper harbor	740,000
Law, parliamentary, engineering and management for the four years' construction	350,000
Estimated total outlay, about	\$5,290,000

This expenditure would be extended over four or five years, the bonds being issued as the demand arose, and although the bulk of the income would accrue on the purchase of the property, the charges for interest on the loan would rise but gradually, with the expenditure on works of improvement that would in themselves be revenue-producing. Thus the revenue during the first four years would, it is estimated, exceed \$560,000; whereas the interest on the gradually issued bonds would not exceed \$470,000 the surplus revenue being carried to capital account, thus reducing the amount required to be obtained on loan by about \$90,000.

Instead of any direct grant of money from the city in aid of this great public undertaking, it is proposed that the city should convey the mud flats and other adjacent vacant spaces, that they could be filled up and converted into useful public property, from which an annual rent could be collected, which property would in due course become taxable to the city.

For many years past the Dominion Government has voted \$10,000 to be spent in this harbor. It is proposed that the Dominion should increase this grant to \$30,000 a year for a limited period of five years, commencing with the fourth year, that it may have a fair start in public usefulness.

The estimated revenue stands thus:

Rents receivable, about	\$78,124
Less taxes, etc.	25,024
Harbor dues from existing sources	\$52,500
Dominion grant in aid	95,000
Estimated average revenue from reclaimed land and harbor improvements, say	30,000
Interest on loan at 3¼ per cent., in the event of the full amount being expended continuously	\$207,500
Administration, maintenance, etc., say	\$169,000
Administration, maintenance, etc., say	30,000
Total	\$199,000

The exact results of the rate of interest and cost of work in the lower harbor would therefore determine the practicability of carry-

ing out the work in the upper harbor contemporaneously or continuously with the lower harbor.

With reference to the repayment of the loan, the act provides that no surplus land shall be sold within ten years, but after that period, when prices may be considered established, any portion exceeding 60 feet away from the water's edge may be disposed of, provided the proceeds are applied solely to the redemption of bonds. It would not be desirable to pay off any more of the loan than these circumstances may render necessary, as foreign money obtained at low rates and profitably invested in local improvements is better retained in the country, and the requisite powers to renew any outstanding balance of the loan are provided in the act.

The scheme is in no way a company or speculative matter—it is purely a public enterprise for the development of trade, self-supporting from the commencement, and all surplus revenue will be applied solely for works of further development. The funds are now available, awaiting the Act of Incorporation, and the required public guarantees for the repayment of loan and interest over a period of fifty years.

The lower harbor will be the proposition to be dealt with, and the railway extensions will follow developments.

LEGAL.

KENNEDY VS. TRUSTEES R.C. SEPARATE SCHOOLS OF HINTON-BURGH, ONT.—Appeal was taken by plaintiff before Mr. Justice Meredith at Toronto from part of judgment by the same judge at trial at Ottawa, dismissing the plaintiff's claim for extra work in connection with a building contract. The question was whether the architect's certificate for the extras claimed was sufficient for the plaintiff's recovery or whether he must show an order in writing for such extras given before the work was done, and upon whom the burden of proof as to such written order was. Appeal dismissed with costs. Per Meredith, J.—Some cases have gone a very long way in holding the owner to be bound by the certificate of his architect to pay for work which the owner has expressly stipulated with his contractor that he was not to be liable for, unless the order was given in a particular way, but if the owner is to be bound, justice would seem to require that the contractor should furnish clear evidence of a decision or adjudication by the architect as to the subject matter, from inquiry into which he is to be shut out by the certificate. In this case not only is such a decision or adjudication not made out, but the instruments relied on indicate that the architect has advisedly and carefully refrained from deciding or adjudicating as to the extras so as to bind the owner.

THE Architect and Contract Reporter, of London, quotes a decision of the English courts that will have an interest for builders everywhere. The paper says: "The risks from using defective mortar are numerous, for local authorities have in most places absolute power for dealing with it. A decision which was given this week by Mr. Justice Bruce, in *Smith vs. Johnson*, reveals that a building owner can also have his remedy against a contractor who is not careful in using such mortar as is considered necessary for safe building. The plaintiff contracted with the defendant for mortar which was to be used in the extension of a dormitory attached to a lodging house in Whitechapel after the completion of the work. The plaintiff was ordered to take down and rebuild the dormitory because the mortar did not correspond with the requirements of the Building Act. According to the by-laws the mortar to be used must be composed of freshly burned lime and clean sharp sand or grit without earthy matter in the proportions of one of lime to three of sand or grit. The dormitory was rebuilt as ordered. Then the plaintiff sought to obtain from defendant the money expended on the work as well as a sum for loss of rent. It was maintained that the quality of the mortar could not be detected because it was in a wet state. Counsel for defendant maintained that when the contract was made it was not understood that if the mortar was unsuitable it would be necessary to take down and rebuild the dormitory. Besides, the plaintiff should have rejected the mortar when it was supplied. Plaintiff's counsel held that the defective quality of the mortar could not be ascertained until it was used, and as the rebuilding was the result of defendant's acts, he must be held liable for the cost of rebuilding. Mr. Justice Bruce considered that, according to the evidence, as that the mortar was in a wet state, no reasonable diligence on the part of the plaintiff could have discovered the defects until the mortar was used. The plaintiff was therefore entitled to recover the expense of pulling down and rebuilding, as well as damages. His lordship assessed the amount at £101.