

MUNICIPAL DEPARTMENT

LEGAL DECISIONS AFFECTING MUNICIPALITIES.

RICHMOND VS. LAFONTAINE.—Appeal dismissed with costs, by the Supreme Court at Ottawa. The corporation of the town of Richmond, Que., brought action to cancel a contract with defendants for the construction of system of water works and for damages on account of failure by the contractors to complete the works within the time stipulated, and breach of contract. The trial court at Sherbrooke decided in favor of the town, but the Court of Review, at Montreal, reversed this judgment and dismissed the action with costs. The appeal was from a judgment of the Court of Queen's Bench affirming the judgment of the Court of Review.

MORPHY VS. RAMSAY TOWNSHIP.—The suit arose out of the collapse last spring of the bridge crossing the Mississippi river at Appleton, in which one Abraham Morphy lost his life, the action being brought for the benefit of his widow and five children. Several witnesses for the prosecution were heard, when Judge Rose, who presided, suggested that the parties come to a settlement. The action was for \$20,000. The township offered \$3,500, but the complainants wanted \$6,500. The matter was again referred to the Judge, who suggested that \$4,500—\$2,000 to the widow and \$500 to each of the children—would be about the right thing, and this proposal was agreed to. All costs, which amount to about \$1,200, go against the township.

JONES VS. THE CITY OF ST. JOHN, N.B.—Appeal allowed with costs, dismissing the rule for certiorari in the court below, and in lieu thereof entering a rule refusing the motion for certiorari with costs. The appellant was for a number of years resident in the city of St. John, N.B., and possessed large properties there till about seven years ago, when he retired from business, assigned all his St. John property to his children, and, as he claims, has since then made his principal residence and domicile in the city of New York, where he carries on the business of buying and selling stocks. The city corporation, however, contend that he has never ceased to have his domicile in St. John, where he resides for a number of months in the year, acting as a director of the principal bank there, and although he does not keep house in the city, he resides continuously with one of his sons, and accordingly he has been assessed as owner of a couple of hundred thousand dollars personalty, and taxed thereon. Mr. Jones maintains that his actual domicile is in New York, and that he only visits St. John on hunting and fishing trips from season to season. The appeal was from the decision of the Supreme

Court of New Brunswick, holding that he was liable for the taxes imposed.

GORDON VS. CITY OF VICTORIA.—The judgment of the full court in [Gordon vs. the city of Victoria, an action arising out of the Point Ellice bridge disaster, which was reserved until the Privy Council had given their decisions in the Lang and Patterson cases, has been handed down. It upholds the judgment of the late Chief Justice Davie, awarding Mrs. Gordon \$10,000 for the loss of her husband. The judgment of the Full Court follows: "The facts on which the plaintiffs relied in these cases, as disclosing negligence in the corporation, were somewhat different from the facts relied on here. The main ground relied on as disclosing negligence was the boring of a stringer of the bridge, which the jury found to be one of the chief causes which destroyed the stability of the stringer and caused the accident. Here the jury found that the accident was caused by the breaking of a hanger, and the corporation were aware of the bad condition of the bridge and had attempted repairs, but the repairs were insufficient and not done well. If the case was sent back for a new trial, with the evidence that can now be obtained, and on which the other cases were tried, the result must inevitably be a judgment against the corporation, with greatly enhanced costs. The main question which was decided by the Privy Council was that the corporation was responsible for the state of the bridge, and for the condition to which the bridge was reduced by the negligence of the corporation. We think that under the circumstances judgment should be entered for the plaintiff for the amount found by the jury. We are more impressed with the uselessness of sending back the case for a new trial, which would inevitably result in a verdict for the plaintiff, than by any doubt that the Chief Justice was wrong in his ruling. Judgment will therefore be entered for the plaintiff, with costs

in the court below. With regard to costs of appeal, we think there should be no costs."

CEMENT WASH FOR THE PROTECTION OF IRONWORK.

Coatings or coverings of cement have been employed by certain railway companies in France for some years past to protect the metallic portions of bridges crossing their lines from the rapid deterioration to which such parts are liable by reason of oxidation, through being continually exposed to the action of clouds of steam and gas, products of combustion escaping from the locomotives. Formerly the practice was to protect such structures as were most exposed to such deterioration, says the Brickbuilder, by providing sheet metal guards, in the form of reversed channels, secured to beams in a direction parallel to the lines, which guards were replaced as soon as they had become worn out. At present, however, ironwork in situations where it is exposed to the above deteriorating effects is usually protected by a coating of cement. A method of applying the cement which is used in Austria, and which is highly spoken of, consists in brushing down the ironwork with a heather broom, dampening it with a rag or whitewash brush, and afterwards applying two coats of Portland cement wash made rather thick, and having added to it a proportion of fine sharp sand. In Berlin a coating of mortar containing a third part of cement has likewise been successfully employed for preserving the parts of ironwork which are buried in the ground. At Zeebrugge, in Belgium, where a deep-water harbor is now in course of construction, a portion of the pier of 300 metres in length is being formed of open work, and the steel piles of this part are endued with a coating of semi-fluid cement mortar, applied by means of an apparatus worked by compressed air, the piles having been first subjected to a preliminary cleansing by means of a sand-blast projected by the same apparatus.



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