

Henry. Brown, MacVicar & Heriot, architects, one house and stable on Prince Arthur street, for Ald. James Harper—masonry, W. Oman; carpenter and joiner's work, John Allan, bricklaying, W. Lavers. J. Alcide Chausse, architect, one house on Shaw street, wood, lined in brick—masonry, Jos. Lafond; carpenter and joiner's work, P. Dionne.—Building permits have been granted as follows: Two houses on St. Hyacinthe street, wood, lined in brick, for Ernest Bregent—architect, S. Frappier, masonry, M. Paquette, carpenter and joiner's work, H. Forgue.

OBLIGATIONS OF CONTRACTORS.

(Concluded.)

When no time is specified for completion of the contracts or performance of conditions, the Court will allow a reasonable time for performance, having regard to the interests and convenience of both parties. Usually, in building contracts, a day is fixed for completion, but, notwithstanding such stipulation, it is part of the ordinary law of contract that so long as the contract is performed within a reasonable time, non performance on the day fixed will not release the other party, unless time is by the subject matter of the contract or by express words made of the essence of the contract, and prompt completion made a condition precedent to payment. In contracts for the sale of goods, if on the true construction of the contract they are to be delivered at a certain time, time is of the essence of the contract. B engaged to supply an engine and boilers for a steam vessel of A in conformity with the drawings and specifications furnished by C, the engine to be got under the superintendence of C, and when approved by him at the works to be delivered by B into the East India Docks, when B's liability would cease. One of the terms contained in the specification was that the engine should be completed within two months. Held, that time was the essence of the contract, and B was liable to an action at the suit of A for not delivering the engines and boilers within the two months. (Wimshurst v. Deeley, 2 C. B. 253.) Time will be held to be of the essence of the contract if there is a power of forfeiture in the event of non-completion to time. Time will be of the essence of the contract in any case in which there is a power of forfeiture in the event of insufficient rate of progress to enable the work to be completed by a fixed time. And where the contract provides that the contract shall or may be forfeited in the event of the work not proceeding at the rate specified, time is of the essence of the contract. Where performance by a date fixed is of the essence of the contract, and the builder does not complete, he can recover nothing unless the employer has accepted

the work. Where time is not of the essence of the contract (or where completion by a certain date was of the essence of the contract but has been waived), and there is delay by one of the parties in completing, the other has a right by notice to limit the time for completing the contract, and upon default to abandon it.

If the contract is to do an entire work for a lump sum, no payment can be recovered until the work is completed, unless there is some special provision for payment by instalments or before completion. It is not necessary in order to make the contract an entire contract that a specific sum should be ascertained at the date of the contract. It may be agreed to be ascertained in various ways—such as, for instance, by valuation, by arbitration, or upon a schedule of prices. In order that a contract to perform work and labour should be an entire contract, there need not be an ascertained or ascertainable consideration for the performance of the whole work which is claimed to be entire

to make the contract binding. A mere promise by a builder to complete an entire work without mention of price, followed by an employment, binds the builder to do the work, and binds the employer to pay the value of the work he has done within his employment, but there is no contract, if no price is mentioned, without some part performance. The implicit agreement to pay for the work done which arises on any contract for work is a sufficient consideration for the promise to complete the whole. In such cases the implication arising from the terms or subject matter of the contract may be that payment shall keep pace with the accrual of the benefit, and in such cases, though the builder is entitled to recover payment, the employer may recover damages for non-completion if the builder fails to complete. Or the implication may be that the contract is not entire, in which case the builder may recover before completion without any liability to damages for non completion.

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