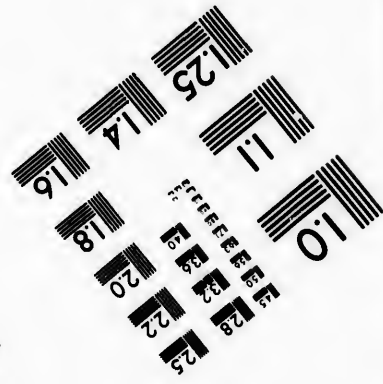
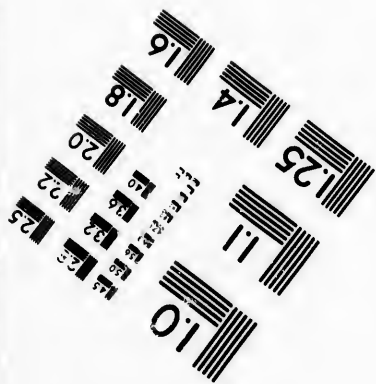
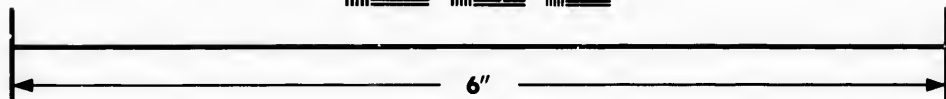
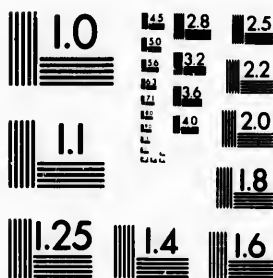


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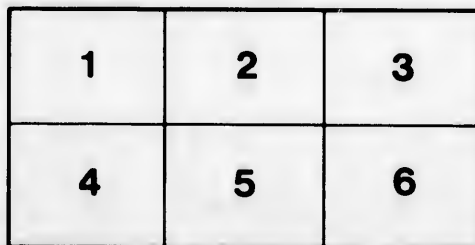
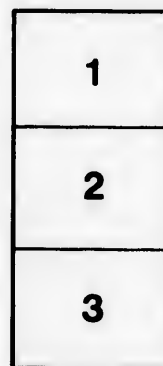
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# PLAIN FACTS

— ABOUT —

## THE NEW CITY HALL.

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Its Inside History from the First Down  
to the Present.

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INTERESTING DISCLOSURES.

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BY GEO. B. BROOKS.



WINNIPEG:  
PRINTED BY WALKER & MAY, 322 MAIN STREET.  
1884.

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1884.



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THE citizens of Winnipeg have heard much about the City Hall building at present nearing completion. A portion of what they heard is true, more is untrue. The characters of gentlemen who have hitherto borne an unsullied reputation have been smirched; scandals and rumors have flown through the air thick and fast; no sooner was one killed than another was started, and this has been going on for so long—the daily press of the city giving currency to every idle tale—that it is a rather difficult matter to get at the real facts of the case and

## ERRATA.

The following clerical and typographical errors appear in this pamphlet :

- Page 16, line 30, should read 2½% commission instead of 2% commission.
- Page 25, line 37, "liable" should read "able."
- Page 36, line 3, "base" should read "face."
- Page 37, line 27, "wires" should read "rings."
- Page 40, line 5, "lots" should read "bats."
- Page 40, line 9, "banded" should read "bonded."
- Page 40, line 10, "band" should read "bond."
- Page 40, line 11, "bands" should read "bonds."
- Page 47, line 19, "blameless" should read "harmless."
- Page 53, line 29, "honorably" should read "honestly."
- Page 63, line 14, "Charles M. Wheeler" should read "Charles H. Wheeler."
- Page 64, line 13, "quantity" should read "quality."

place in the temporary civic offices on King Street on the evening of Monday, June 11th, 1883.

Ald. Nixon opened the debate by saying--"He believed the people demanded the erection of

### A Splendid City Hall

building. One that would not necessarily be an expensive one, but which would be a credit to the city for all time to come. He did not think \$80,000 would be enough. But now that it was proposed to issue

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THE citizens of Winnipeg have heard much about the City Hall building at present nearing completion. A portion of what they heard is true, more is untrue. The characters of gentlemen who have hitherto borne an unsullied reputation have been smirched; scandals and rumors have flown through the air thick and fast; no sooner was one killed than another was started, and this has been going on for so long—the daily press of the city giving currency to every idle tale—that it is a rather difficult matter to get at the real facts of the case and the true inwardness of the story. With a view of giving a true and correct version of the history of the new City Hall, from the time its erection was first mooted in the City Council down to the present is the object the writer of this pamphlet has in view.

### **The Old City Hall.**

It will be remembered that during the winter of 1882-83 Mr. J. G. McDonald had a contract with the city to build a City Hall. The erection of the building was carried on during the excessive cold weather of that winter, and it will be remembered that when the spring thaws set in the building showed unmistakable signs of being unsafe. Huge cracks appeared in the walls, an arch fell down, the woodwork became warped, and so many signs of hasty construction were apparent that the building was propped up for several weeks, and ultimately pulled down. When this occurred the members of the City Council of 1883 discussed the question of erecting a new Hall, which would do credit to the city, at an estimated cost of \$120,000. The first discussion on the subject took place in the temporary civic offices on King Street on the evening of Monday, June 11th, 1883.

Ald. Nixon opened the debate by saying—"He believed the people demanded the erection of

### **A Splendid City Hall**

building. One that would not necessarily be an expensive one, but which would be a credit to the city for all time to come. He did not think \$80,000 would be enough. But now that it was proposed to issue

debentures, it would be well to issue debentures to, say, the amount of \$250,000. This would give the city all it wanted for the Hall and also enable them to put up two markets—one in the north and the other in the south end."

Ald. Fortune was in favor of putting up a building that would do us for all time to come, and believed that the people were willing to pay \$100,000 or \$120,000.

Ald. Nixon explained that a clause could be inserted in the amendments to the Charter to be submitted to the Legislature, authorizing the issue of the debentures without an appeal to the people.

This idea was vigorously opposed by Ald. Fortune. Ald. Nixon said that it was his idea to make the debentures to run for thirty years, and so make posterity pay for the Hall. He was going to die soon but he wanted to see the building go up first. But he wanted to put up a splendid structure for posterity which would be asked to pay for it.

A long discussion ensued among the Aldermen, some wanting to issue debentures for building the Hall; others to borrow the necessary money from the city sinking fund, and the following resolution was finally carried at a late hour:

### The Present Hall.

"That the Market Committee be empowered to advertise for plans and specifications for a building suitable for a City Hall and Offices, to be built further back on the Market Square, at a cost not to exceed \$120,000, and that estimates be issued for that purpose. That a bonus of \$300 be given for the best plans and specifications; \$200 for the 2nd, and \$100 for the 3rd—the said plans and specifications to be in ink, and to be accompanied by a responsible tender. A full set of specifications to be furnished before public tenders are asked for."

### Public Opinion.

The decision arrived at by the City Council of 1883 to build a fine new building appears to have met with the approval of the ratepayers. The *Daily Sun*, of Winnipeg, in referring to the matter editorially, said:

"Notwithstanding the loss and additional outlay involved in the action which has

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been taken, we believe that public opinion will approve of what has been done, as making the best of a bad job. . . . Probably the first cost will be the least, and the result will be much more satisfactory."

The first advertisements calling for plans and specifications for the erection of the new Hall appeared in the Winnipeg daily papers of Saturday, June 16, 1883. As so much has been said about them, it may be as well to publish them here. The advertisements were headed

### TENDERS WANTED,

and read as follows:—

#### PLANS AND SPECIFICATIONS

Are hereby asked for by the undersigned for a building suitable in every respect for a

#### CITY HALL

And Offices for the respective Departments of the City and other purposes, to be located or erected upon such portion of the Market Square as may hereafter be decided upon, such building not to exceed in cost the sum of one hundred and twenty-five thousand dollars (\$125,000). Bonuses for the three best plans will be given of the amounts hereinafter mentioned, that is to say: for the best plan and specifications, three hundred dollars (\$300); for the second best plan, two hundred dollars (\$200); for the third best plan, one hundred dollars (\$100). Each plan must be in ink, and must show cross sections, and must be accompanied by a full set of specifications in ink and a responsible tender in writing of some fit and reputable person or persons in which he or they engage or agree, in the event of the plans and specifications being accepted, that he or they will perform and execute the work according to the said plans and specifications for the sum of \$125,000; and the amount he or they will allow for the materials heretofore used in the old City Hall on Main street.

Upon the acceptance of any plan or specifications, and upon the person or persons who have submitted the same being notified, he or they shall forthwith thereafter deposit a marked cheque for the sum of \$500 as a guarantee that upon tenders for the work according to such plans, specifications and details, which must be furnished before tenders are asked for, that tenders in response thereto will be received from responsible parties willing to furnish sureties, that he or they (as the case may be) will perform and execute the work according to such plans, specifications and details, for the sum of \$125,000 as aforesaid, and that a contract will be entered into accordingly; and in the event of the tenders exceeding the amount aforesaid, the said sum of \$500 is to be retained as liquidated damages, as well as the bonds hereby agreed to be given. The second and third best plans and specifications received are to be retained or kept until the result is known respecting the tenders on the accepted plans, as also are the bonuses agreed to be paid; and in the event of tenders not being satisfactory on the first plan, tenders on the second plan will be advertised for, and the like provision respecting the third plan should the second not be acceptable, and the person or persons submitting the second and third plans, in the event of either of them being finally considered as the first or accepted plan by the happening of the events or from the causes aforesaid, shall be subject to the same provision as to the deposit as is hereinbefore mentioned upon the final acceptance of any tender of any person or persons to perform the work according to any plan.

The time for receiving plans will be

THE 15th DAY OF JULY, A. D. 1883.

Addressed to the undersigned, and to be left at the City Clerk's office, and no extension of the time will take place upon any consideration whatsoever.

C. C. MONTGOMERY,  
Chairman of Market Committee.

Winnipeg, June 15th, 1883.

### Discontented Architects.

The above advertisement of the Council asking for plans and specifications from architects caused a good deal of indignation at the time among members of the profession. There were several things in the advertisement with which they were dissatisfied; but the principal one seemed to be that architects were required to deposit along with the plans a marked cheque for \$500, to be forfeited, together with the bonus, in the event tenders made on their plans exceeded the sum named by the successful architect, whether it be \$125,000 or less. It was decided that a meeting of architects be held, at which their views could be vented in regard to the matter. This meeting was held in the Open Board of Trade rooms on Wednesday afternoon, June 21st, 1883, fourteen of the city architects being present. Mr. Allan McDougall was elected chairman of the meeting, and Mr. W. R. Marshall secretary. The chairman pointed out wherein the advertisement was objectionable. In the first place the time allowed was too short; the ground plans and positions of sewers in foundation were not given; a tender by a contractor was required to accompany, and that was practically excluded by the shortness of the time. But the most objectionable feature, in his opinion, was that the successful architect was required to deposit a cheque for \$500 as a guarantee that his plans would not entail an expenditure exceeding \$125,000. Further, architects had no guarantee that the successful candidate would get the supervision of the work; and the prizes offered would be a very insufficient remuneration for the time and labor expended on the plans."

Mr. Chesterton, seconded by Mr. Stewart, moved, "that this meeting protests in the strongest terms against the decision of the City Council, as shown by advertisement in the local papers, asking for plans and specifications for the proposed City Hall."

Messrs. Bowes and Harris did not see much objection to the \$500 deposit. Most of the speakers condemned the advertisement on various grounds, and, the motion being put, was carried.

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### Conditions Recommended.

The meeting then recommended the following conditions on motion of Mr. McNichol, seconded by Mr. Greenfield: "That the terms of the competition for the new City Hall are unjust and unfair to architects, in that they compel the successful architect to deposit a marked cheque for \$500 before commencing his working drawings, which cheque along with the bonus of \$300, is to be forfeited if the tender exceed the amount named by the architect, or the sum of \$125,000. This meeting considers the guarantee of a tender in writing of some fit or respectable person or persons in which they engage or agree in the event of the plan and specification being accepted, etc., to be ample security for the carrying out of the responsibility of the architects. That the Council be requested to issue from the city engineer's office plans of the available space in the Market Square, with lines and levels of sewers wanted thereon. That the Council be requested to state the various departments for which accommodation will be required, and the probable number of rooms. The probable seating accommodation of the City Hall and Council Chamber. To name a definite scale to which all drawings are to be made, and the number of sheets of drawings. That all drawings submitted in this competition be line drawings, in ink, with flat shadows. That drawings be sent in under the author's name. That any canvass of the members of the Council should disqualify a competitor."

It was also decided that the plans should in the first place be only geometrical drawings, and that the successful competitor should afterwards supply perspectives and details, and that no set of plans violating the conditions named should be accepted.

### More Time Wanted.

It was also resolved, on motion of Mr. Bowes, seconded by Mr. Edwards—"That whereas the work entailed in the preparation of plans for such a large building will require considerable thought and attention, the Council be respectfully requested to postpone the time for receiving the plans to Sept. 1st; that the Council state if the successful competitor is to be employed to carry out the work, with the usual fee of 5%."

It was also resolved to request the chairman of the Market Committee to meet a deputation of architects to discuss matters, and Messrs. McDougall, Chesterton and Bowes were appointed for the purpose.



### Economic Aldermen.

Matters jogged along in this manner until Wednesday afternoon, July 4th, when a meeting of the Market Committee was held, attended by Alds. Fortune, Burrige, Brydon, Montgomery, and Harvey. A full and long discussion took place regarding the new City Hall, and the committee decided to recommend the Council to let the contract that fall for a Hall to be put up next spring, at a cost not exceeding \$80,000; the building to contain a public hall to seat not less than 1200 people, and also to contain 32 municipal offices; but the building not to be commenced until after the debentures for the same were voted on by the electors. On the following Monday, July 9th, 1884, the report of the committee was considered by the Council. Alds. Burrige and Brydon did not think a building such as recommended could be put up for the money. Other aldermen and Acting-Mayor Wilson discussed the matter, and it was ultimately referred to a special meeting of the Council, to be held Thursday, July 12th, 1883.

### A Long Discussion.

At the meeting the whole question was re-opened and discussed at length. Ald. Fortune opposed the building containing a public hall, and would support the expenditure of \$80,000 if the hall was left out. Ald. Nixon favored leaving the whole matter to the new Council, for if after getting out plans and letting the contract the people voted against the debenture by-law what position would the Council be in? Other aldermen favored building and calling for plans, as a City Hall could be built then, when labor was plentiful, more cheaply than afterwards. Ald. Cameron and Ald. Nixon opposed the Hall being built, also Ald. McVicar and Ald. Drewery. At a late hour the question of calling for tenders was decided on the following vote:

*Yeas*—Brydon,  
Bawif,  
Fortune,  
Harvey,  
Burrige,  
Montgomery,  
Wilson,  
Ham—8.

*Nays*—Nixon,  
McVicar,  
Drewery—3.

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On the following Thursday, July 19th, 1883, the following advertisement appeared in the daily city press:—

[*New Tenders Called For.*]

### PLANS AND SPECIFICATIONS

Are hereby asked by the undersigned for a building suitable in every respect for a COUNCIL CHAMBER and ante room: Mayor, one room; City Clerk, two rooms, one private, one public; Chamberlain, two rooms, one public, one private; Engineer, four rooms, one public, one private, one assistant, one drawing; Solicitor, two rooms, one public, one private; Collector, one long room; Assessors, two rooms, one public, one private; License, Health, and Fire Inspectors, each one room; Chief of Fire Brigade, one room; Committee Rooms, two rooms; Electrician, three rooms; Water Works officers, two rooms, one private, one public; Public Library, two rooms; Store room, one room; Caretaker's Rooms, six rooms; to be erected upon such portion of the Market Square as may hereafter be decided upon; such building not to exceed in cost eighty thousand dollars (\$80,000.) Bonuses for the three best plans will be given of the amounts hereinafter mentioned; this is to say, for the best plan and specifications, three hundred dollars (\$300); for the second best plan, two hundred dollars (\$200); for the third best plan, one hundred dollars (\$100). Each plan must be in ink and must show cross sections, and must be accompanied by a full set of specifications in ink, and the amount he or they will allow for the materials heretofore used or intended to be used in addition to the City Hall on Main Street.

Upon the acceptance of any plan and specifications, and upon the person or persons who have submitted the same being notified, he or they shall forthwith thereafter deposit a marked cheque for the sum of \$500 as a guarantee that upon tenders for the work according to such plans, specifications and details, which must be furnished before tenders are asked for, and that a contract will be entered into accordingly; and in the event of the tenders exceeding the amount aforesaid, the said sum of \$500 to be retained as liquidated damages, as well as the bonds hereby agreed to be given. If, after tenders are called for, the best plan exceeds the amount of the appropriation, the second and third best plans and specifications received are to be retained or kept until the result is known respecting the tenders on the accepted plan, as also are the bonuses agreed to be paid, and in the event of the tenders not being satisfactory on the first plan, tenders on the second plan will be advertised for, and the like provision respecting the third plan should the second not be acceptable, and the person or persons submitting the second and third plans in the event of either of them being finally considered as the first or accepted plan by the happening of the events or from the causes aforesaid, shall be subject to the same provision as to the deposit as is hereinbefore mentioned upon the final acceptance of any tender of any person or persons to perform the work according to any plan.

The time for receiving plans will be the

15th DAY OF AUGUST, A. D. 1883,

Addressed to the undersigned, and to be left at the City Clerk's office, and no extension of the time will take place upon any consideration whatsoever.

CHRISTOPHER MONTGOMERY,  
Chairman of Market Committee.

Winnipeg, July 16th, 1883.

## The Plans Examined.

Matters in connection with the new Hall remained very quiet until Saturday, Sept. 1st, when, on that day, the Market Committee met in the temporary civic offices, opened the tenders and considered the plans and specifications. All the plans received the most favorable comment; and it was generally admitted that they were the finest ever seen in Winnipeg. There were seven plans submitted, viz., from Messrs. Barber & Barber, James Chisholm, W. C. Harris, Slater & Barker, A. L. Desey, E. Leever, and Wingard Bros. After looking at the plans the opinion generally expressed by the members of the Committee was, that the choice for first place lay between Messrs. Barber & Barber and James Chisholm. For third place it seemed to be nip and tuck between W. C. Harris and A. L. Desy.

On Monday night, Sept. 3rd, 1883, the Market Committee submitted its report to the Council regarding the plans and specifications, but the Council deemed it advisable to postpone action for a few days. In the meantime the Committee appointed a committee of builders and experts to examine the plans submitted by the city architects, and that committee met for the first and only time on Friday, Sept. 7th. On the following Monday, Sept. 10th, 1883, the report of these experts, as follows, was submitted to the Council :

### Experts' Report.

*To the Chairman of the Market Committee :*

GENTLEMEN,—The Committee appointed to examine and report on the plans and specifications submitted, are unanimous in recommending the plan of Messrs. Barber & Barber as being the best arranged and most complete of any submitted to us, and are of opinion that the Committee cannot do better than recommend the same to the Council for their adoption.

2. The plans submitted by Mr. W. C. Harris, in our opinion, come next to the plans submitted by Messrs. Barber & Barber, being much more complete, more substantial and better adapted than any other excepting the above mentioned. The specifications are also very complete in every respect, this and Messrs. Barber & Barber's plans showing the partitions of brick.

3. The plan of Mr. Chisholm comes third. While the prospective drawings are very neat, imposing in appearance, and take the eye, we find the interior and specifications defective, a large number of the partitions being of wood, and not substantial as the two we have recommended, the specifications particularly being very indefinite.

In conclusion we must congratulate the Committee on the success attending the advertisement, which has resulted in securing for competition so large a number of superior plans. The plans of Messrs. Barber & Barber, which we have selected, represent a building which, when completed, for architectural design and finish throughout, will be second to none in the Dominion.

(Signed)

WM. BRYDON,  
WM. BLACKMORE,  
J. W. HARRIS.

### Another Discussion.

A discussion ensued on the report submitted by the experts. Ald. Nixon asked in the event of Messrs. Barber & Barber's building costing more than \$80,000, would the next plans be accepted?

Ald. Mulvey and Fortune both thought Messrs. Barber & Barber's building would come within \$80,000. The firm had erected school and other buildings for the city, and their plans had always come within the estimates.

Ald. Burrige was opposed to the adoption of the report, as he understood some additions had been made to the plans of Barber & Barber.

Ald. Brydon said the additions were for gas fixtures.

A vote was then taken regarding the awarding of the contract to Messrs. Barber & Barber, with the following result:

<i>Nays</i> —Nixon,	<i>Yeas</i> —Ham,
Wilson,	Mulvey,
Burrige,	Fortune,
Ovens,	Montgomery,
Pearson,	Bawlf,
McCrossan,	Brydon,
McVicar—7.	Harvey—7.

The vote being a tie, His Worship the Mayor gave the casting vote, and the report of the Committee was adopted, and Messrs. Barber & Barber awarded the first prize.

Messrs. Barber & Barber were duly notified of the result in the following letter from the City Clerk:

CITY CLERK'S OFFICE,  
WINNIPEG, September 11th, 1883.

Messrs. Barber & Barber, Architects, etc., City.

GENTS,—I have much pleasure in informing you that the Council of this city, at a regular meeting held here last evening, considered the different competition plans for new civic offices, and awarded your firm the first prize. I have been instructed to request that you will put up the necessary deposit and provide a full set of details, so that tenders can be called for, according to the advertisement.

Yours, etc.,  
(Signed) C. J. BROWN,  
City Clerk.

Messrs. Barber & Barber also received the following letter from the Chairman of the Market Committee:—

WINNIPEG, September 12th, 1883.

Messrs. Barber & Barber,  
Architects, etc.,  
City.

DEAR SIRS,—

The City Council having awarded the first prize to your plans for the City Hall, you are hereby notified that it is necessary that you should, without delay, make the required cash deposit, as per the terms of advertisement.

I am, dear sirs,  
Yours truly,  
(Signed) ALD. C. C. MONTGOMERY,  
Chairman of Market Committee.

In compliance with these two communications, Messrs. Barber & Barber at once deposited a marked cheque for \$500 in the Chamberlain's hands, which was not returned to them until after the contract was signed with Dewar.

At the meeting of the Council held on Monday, September 17th, the City Clerk was instructed to hand over the plans and drawings of the new City Hall to Messrs. Barber & Barber, so as to enable them to furnish details of the work from same, the plans to be returned on completion of the details.

The same committee of experts at this time, or about this time, examined the details of the plans and again reported that those of Messrs. Barber & Barber were in accordance with the original competitive draw-

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ings and specifications. This report was made verbally by Mr. Ald. Brydon, one of the experts.

### Contractors' Tender.

The design of the Hall having been adopted, the next step was to call for tenders for the erection of the building. Advertisements were inserted in the daily papers, and on Wednesday evening, October 3rd, the Market Committee met in the temporary Civic Offices and considered the tenders which had been sent in. There were present at the meeting the members of the Market Committee, Ald. Montgomery, Brydon, Mc-Bain and Harvey. There were also present Ald. Nixon and Bawlf, City Solicitor Wood, and Mr. C. A. Barber. Six tenders were laid upon the table from the following city contractors: Robert Dewar, Kelly Bros., Kilpatrick & Armit, P. Gill, H. A. Crotty and Saul Bros. Upon making examination it was found that all the tenders, with one exception, that of Robert Dewar, were above the amount specified by the Council, \$80,000. It was therefore decided after some discussion as to Mr. Dewar's ability to do the work, to recommend the Council to accept his tender. The three lowest tenders were:

R. Dewar, \$78,500 and old materials.

H. A. Crotty, \$80,000 and old materials.

D. Kilpatrick & Armit, \$82,000 and old materials.

### The First Trouble.

So far matters in connection with the building of the Hall have worked smoothly enough, but now the first trouble begins. On Monday, October 8th, the report of the Market Committee recommending in clause five that the contract for erecting the Hall be awarded to R. Dewar for the sum of \$78,500 and the old material, was considered by the Council in committee of the whole, Ald. Harvey in the chair.

The trouble arose over the value of the old material for which Dewar, according to his contract, was only willing to allow \$1,500. Many of the Aldermen pointed out that the old material had been valued by competent judges at amounts varying from \$9,000 to \$5,000, and if it was worth as much then Dewar's contract was not the lowest.

Ald. McVicar moved that the clause be referred back to the committee. The motion was carried, yeas, five; nays, five, the Mayor refusing

to vote. When the committee of the whole rose, Ald. Nixon moved that the report of the Market Committee, as amended, be adopted, and the clause be referred back to the committee.

Ald. Montgomery moved in amendment that the report as read be adopted.

Ald. Nixon's motion to refer the clause back was carried on a vote of eight yeas to eight nays, the Mayor voting with the yeas.

During the following week the Market Committee met and discussed the clause referred back to it, but without altering their decision regarding its advisability. Consequently at the next regular meeting of the Council, held Monday, October 15th, the report of this Committee again recommended that the clause awarding the contract to Dewar, be adopted. A hot and spirited fight ensued over the matter, Aldermen Nixon and Wilson being the chief obstructionists, Aldermen Montgomery and Brydon fighting hardest for the adoption of the clause. Mr. Barber, who was present, was permitted to speak on the matter. He said that the Hall could only be built with the best of brick.

Ald. Wilson moved in amendment to the report that the tender of Dewar be not accepted as it stood, and that he be not awarded the contract unless he would guarantee to build the Hall at a cost not to exceed \$80,000 cash, the city dealing with the old material as it might deem best. After a long wrangle the amendment was lost.

*Yeas*—Nixon,  
Wilson,  
Burridge.

*Nays*—Ovens,  
McCreary,  
Harvey,  
Brydon,  
Fortune,  
Montgomery.

When the clause was adopted a discussion arose on the rate to be allowed the architect for superintending the work. The Market Committee reported recommending that the architect be allowed the usual commission of five per cent., but the Council finally changed the report to four per cent.

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### More Trouble.

It now looked as if everything was settled and that the work could be proceeded with. But another hitch arose. When Ald. Fortune moved that the Mayor sign the contract, Aldermen Wilson and Nixon vigorously opposed the motion, and moved in amendment that the Mayor be not authorized to sign it until the money had been provided. The amendment was lost on a division and the original motion for the Mayor to sign was carried. And now the grand hitch occurred.

In order to have the contract signed before adjournment, Ald. Montgomery exerted every power; for, as he said, if it was not done at once, the whole thing would fall through. Ald. Wilson raised the point that the clause in the report providing for the letting of the contract was illegal till a by-law was passed to raise the funds. The Mayor ruled the proceeding regular. Ald. Montgomery moved that the Council take up the order of introduction of by-laws, his object being to amend the proposed debenture by-law so as to take \$10,000 from the amount to be spent on streets and bridges, and apply it to the erection of the City Hall. The city Solicitor was asked his opinion. He said the proper way would be to recommend the reconsideration of the second reading of the by-law. Ald. Montgomery said that was just what he wanted to do, and promptly framed a motion in accordance with the suggestion. As it required a two-third's vote to reconsider the by-law, Ald. Montgomery's motion was lost for want of one vote.

Matters seemed to be in a regular tangle at this stage, but the end was at hand. On Wednesday, October 17th, the Mayor called a special meeting of the Council, at which Ald. Montgomery moved that the Council consider the second reading of by-law No. 246, being a by-law to raise \$500,000 for permanent improvements in the city. Ald. Wilson fought hard, as did some of the other Aldermen, against the passing of the motion, but it carried on a division, and before the meeting closed at a late hour the Mayor was ordered to sign the contract with Dewar amid great clapping of hands on the part of the spectators.

### The After-Clap.

From this time until the end of November very little was heard about the City Hall in the Council. On Monday, November 12th, the by-law



to raise \$500,000 for city improvements was voted upon by the people and defeated by a large majority, only twenty-seven votes being cast in its favor. The money to build the Hall was not forthcoming owing to this defeat, and on Nov. 26th the Market Committee reported to the Council in favor of the city surveyor making a plan of the Market Square in view of the work on the City Hall. This opened the whole question again, and one alderman asked if the city was bound to go on with the work. It was stated by the chairman of the Market Committee that Dewar would not take a cent less than \$5,000, exclusive of all his expenses so far incurred, to forego the contract. Ultimately it was decided to advise Mr. Dewar, that owing to the defeat of the by-law, it was desirable to postpone further work or letting of sub-contracts until after the election of a new Council.

### The Architect's Commission Dispute.

At the same meeting of the Council, Nov. 26th, the following letter from Messrs. Barber & Barber was read by the city clerk :

WINNIPEG, November 26th, 1883.

To His Worship the Mayor and the Council of the City of Winnipeg :

GENTLEMEN,—

We beg to remind your honorable body that one half of our commission was due and payable as soon as the contract was executed with Mr. Dewar for the new civic office building, this being the usual practice in all cases, and was carried out in the case of the new Police Station ; and also that we have not received the first prize—\$300—which, we presume, should have been paid at the time the second and third prizes were paid.

We beg to report that the detail drawings have been completed and delivered to the contractor some four weeks ago, and that we are entitled to 1% additional commission on them, therefore our commission due at present is as follows, viz. :

To first prize on competition drawings.....	\$ 300 00
To 2% commission on \$80,000.....	2,000 00
To 1% " " " .....	800 00
Total.....	<u>\$3,100 00</u>

We have the honor, gentlemen, to be

Your obedient Servants,

BARBER & BARBER.

From this letter it will be seen that Messrs. Barber & Barber ignore

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at the outset the resolution of the Council fixing their commission on \$80,000, for supervising the work, at 4%. Their claim in the above letter being based upon the usual commission of 5%, they claiming a commission of 2½%, being half the commission, due at the time the contract was signed. This letter was filed, and no action was taken upon it at the time. Again on Dec. 17th, before the old Council went out, Messrs. Barber and Barber reminded the Council by letter that a portion of their commission, amounting to \$3,100, on the contract being signed had not yet been paid, and requesting its immediate payment. Aware that the Council was out of funds at the time, the architects offered to accept one-half the amount down, viz., \$1550, and wait three months for the other half.

In reply to these two communications of Messrs. Barber & Barber, the firm received the following copy of the report passed by the Market Committee and adopted by the Council :

“That this Council cannot consider the communications of Messrs. Barber & Barber re payment on account of commission until the details and perspective plan of the new civic offices are handed in to the City Clerk, when the matter will receive full consideration.”

In reply to this resolution the architects explained to the Market Committee that they agreed to concede the claim of the Council to the details but not the perspective view, which was their property, and a view they were not compelled, according to the terms of the advertisement to surrender. In compliance with the wording of the above resolution. Messrs. Barber & Barber went to work and made a special set of tracings of the details, and on March the 3rd, 1884, submitted the same to the Council in the following letter :

GENTLEMEN,—

We have the honor of submitting the detail drawings required by resolution of the Council at your last meeting, and to state that you have one copy of all the drawings for the new City Hall in your possession, and that no obstacle or excuse whatever now exists to prevent the payment of our fee, which is long past due.

(Signed)

BARBER & BARBER.

March 3rd, 1884.

In the meantime so far as the work on the Hall and the talk about it in the Council was concerned matters were very quiet. With the new

year a new Council was elected, but little was done in the matter until January 19th, 1884, when, at a meeting of the Finance Committee, the question was brought up by Ald. Brown, whether or not the Hall should be built at all during the present year. Ald. Brown was opposed to the work being proceeded with, and so was Ald. Wilson, but the latter did not see how they were going to get out of the contract. He had heard the contractor had been advanced \$10,000 on the estimates. If that was so the city was in a tight box. A majority of the members of the Finance Committee concluded that the work would have to be proceeded with this year. On 26th, Mr. Barber's claim for \$3,100 was considered by the Market Committee and, on motion of the Mayor and Aldermen, was referred back for particulars, the claim being considered too high.

Again, on Saturday, the 23rd of February, the Market Committee discussed the question of getting out of building the Hall at present, Mr. Barber, the architect, being present. Ald. Polson suggested that the Council Chamber in the new Hall be enlarged, and enquired whether doing away with the partition walls would not counterbalance the cost of changing the plans and the substitution of arches. Mr. Barber referred to the plans and thought it would. If it did exceed the cost would only be a nominal one. Ald. Polson thereupon moved that the architect be instructed to enquire into the feasibility and expense of enlarging the Council Chamber in the new City Hall, and report on the same to the next meeting of the Committee. The motion carried.

Ald. S. McDonald moved that the workable details of plans and specifications in accordance with the contract for the new City Hall be furnished this committee by Mr. Barber, for the use of the Council. His reason for moving the motion was to provide against the Council being charged for extras, as there had been on other contracts. Mr. Barber said there would be no extras. The contract was to supply a complete building for \$80,000. He now supplied one set more plans than he had ever done before. On the motion being put, it was carried.

About the 25th of March some of the Aldermen, at a meeting of the Council, expressed a desire that a public hall be arranged in the new civic offices. With reference to this Messrs. Barber & Barber wrote to the Council as follows :

"Your instructions with reference to the examination into the feasi-

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bility of altering the Council Chamber in the new civic offices so as to adapt it for the purpose of a large public hall, have been acted upon, and we beg to report that nothing in the plans prevent carrying out your suggestions, and that a public hall which will seat 1,200 people, can be very conveniently arranged for without interfering with any of the offices on the ground floor, and should effect a saving of \$400 or \$500 to the city."

The letter was referred to the Property Committee.

### Changing the Plans.

On April 12th the question of adding a public hall to the new civic offices again came up for discussion. Ald. Polson and Ald. Ham were strongly in favor of changing the plans. The City Clerk said that while Mr. Barber had told him it could be done he did not advocate its being done. Ald. Ham pointed out that Mr. Barber in his letter said that a saving of \$500 *should* be saved by the change. A long discussion ensued on the desirability of the change. Ald. Drewry did not wish to have the plans changed for any consideration. If anything happened it would afford the contractor a loop-hole to get out of. It was moved and carried that Ald. Bawlf interview the contractor and architect regarding the matter.

### Changing the Location.

On Saturday, April 12th, 1884, a meeting of the Market Committee was held, at which the location of the hall was discussed. Mr. Barber, the architect, and Mr. Dewar, the contractor, were present, also Mr. Fogg, the inspector of the work, appointed by the city. The location of the new Hall was first discussed. Mr. Barber recommended that the location as fixed by the contract be changed, and that the building be moved back about sixteen feet from Main Street in order to get a solid foundation. He explained that there was a gully where the front part of the building was fixed by the contract, and on that account a good foundation could not be obtained. The change would only entail a small bill for extras, how much he could not say exactly. The contractor being asked said the bill of extras for making the change would be between \$350 and \$400. Mr. Fogg was opposed to any change being made, and said the contractor should go low enough until a solid foundation was reached. The plans and contract were examined, and it was

found that, while the plans showed that the foundation should be seven feet deep, the contract and specifications merely stipulated that a solid foundation should be reached. In the face of this Mr. Dewar maintained that he was only bound to go seven feet below the surface, and if he had to go lower the city must bear the expense. It was ultimately moved "that the location of the building be changed sixteen feet from Main Street in order to get a good foundation, provided that the change does not interfere with the contract, and provided that the city has not to pay for extras, and that the front excavation be filled up by the contractor at his own expense." The motion was put and carried.

The chairman then brought up the question of altering the plans to include a public hall.

Mr. Barber said that at the request of the Council he had reported on the feasibility of the change, and while he had stated that it was feasible, he wished to point out that he had not as yet recommended the change. He said that the change would make a slight difference in the elevation of the building. It would also cut out the electrician's office and a room that had been intended for a general committee room. The Mayor said that by the change a good public hall would be made, but in his opinion it would spoil the building. He pointed out that the hall would also have to be used for the Council Chamber, which, he thought, was objectionable. Several of the Aldermen also expressed the opinion that while a public hall was, perhaps, desirable, it would not do to also make a Council Chamber out of it. Ald. Polson advised the members of the committee not to make any change in the contract, because if anything happened the contractor would have a chance to say it was caused by the change. He moved that the proposal for a public hall be not adopted, and that any changes in the contract or plans be not sanctioned. The Mayor supported the motion, and after some little discussion it was carried unanimously.

### Inspector Fogg Speaks.

At the same meeting Ald. Bawlf stated that a dispute had arisen between the architect and the inspector employed by the Council. The dispute was as to which of them was to decide whether the materials put into the building were substantial and should be used. Mr. Barber claimed that the inspector should work under him, and that he should

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have the ruling power and nominate the inspector. The inspector thought otherwise, and thought that he was employed to look after the interests of the city and not those of the architect. Ald. Polson moved that the inspector should have the power of deciding as to the suitability of material used, and his motion carried.

### Inspector Fogg's Appointment.

With a view, it is presumed, of having everything in connection with the City Hall first-class, etc., the Market Committee, at a meeting held April 10th, decided to recommend to the Council the appointment of Mr. Thomas Fogg as inspector of the work and material at a salary of \$5 per day. Immediately the Committee had decided to recommend the appointment of Mr. Fogg, the chairman of the committee wrote to that gentleman telling him to go to work at once. On Tuesday, April 15th, the City Council met and considered the report of the Market Committee. Ald. Mulvey thought \$5 a day too much to pay the inspector, and that men as good could be got for less money. He thought the Market Committee had acted a little too fast in making the appointment. Ald. Wilson thought the salary none too large, and believed that every ratepayer would be glad the appointment was made. After some discussion the Council endorsed the action of the committee and Mr. Fogg's appointment was confirmed.

The architect of the work, however, strongly objected at the time to the powers given Mr. Fogg. He had no objection to Mr. Fogg being appointed clerk of the works under him, but he did object to his being an inspector, with powers greater than those of the architect himself. He foresaw if that was done that it would create great trouble in the future.

### Moving the Hall.

About this time the members of the Council were greatly troubled regarding the question of moving the City Hall further back sixteen feet from Main Street, in order to get a good foundation. "To be or not to be," was the great question of the Council, and motions, amendments, and amendments to amendments took up a great deal of time. Owing to a coulee or "soft place" in the ground a proper foundation could not be got where the Hall was originally planned to stand, and whether

the contractor was bound by the terms of his contract to dig down until he did find a hard foundation, or merely excavate a certain number of feet, were vexed questions.

On April 16th the City Clerk wrote to the architects, enclosing the report of the Market Committee as follows :

"That the architects' recommendation to move the building back sixteen feet to procure better foundation, be adopted, providing it does not interfere with the contract or cost more than \$300, and that the front excavations be filled up at the expense of the contractor."

In reference to this clause of the report Messrs. Barber & Barber sent the following letter to Mr. Dewar, the contractor :

WINNIPEG, April 17th, 1884.

R. DEWAR, ESQ.,  
Contractor for the new Civic Offices.

SIR,—

We herewith enclose a copy of one clause of the Market Committee report which was adopted by the City Council at the last meeting, wherein we are authorized to move the building to secure proper foundation, etc., and are directed to not interfere with the original contract, therefore you are to consider this as an entirely new contract for the work therein specified, and that only. The price, being fixed by the Council cannot be altered now, so you will, if satisfied, write us accepting this resolution, thereby closing this as a new contract.

Yours, etc.,

BARBER & BARBER.

On receipt of this letter from the architects, Mr. Dewar appears to have sought legal advice, for, on April 17th, Messrs. Ross, Killam & Haggart wrote to Messrs. Barber & Barber as follows :

WINNIPEG, April 17th, 1884.

MESSRS. BARBER & BARBER,  
City.

DEAR SIRS,—

Mr. Dewar has submitted to us a copy of a resolution of the Council relative to the change of the position of the new City Hall, and after reading the same in connection with the contract, we find that before Mr. Dewar could carry out the wishes of the Council, even if he assented to that resolution, a new supplementary agreement,

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executed by himself and the city, and countersigned by yourselves, would be required; otherwise should he go on without having this formality complied with, by the original contract he is expressly prevented from claiming any allowance therefor, and as this change involves the question of ambiguity in the specifications and drawings, and also the question of extra work, of the cost of which you are the judge, we have advised Mr. Dewar to get from you an answer in writing to the following definite questions, which we subjoin, and then, with these questions settled, a supplementary agreement executed as aforesaid, can be made, and in this way the wishes of the Council can be carried out, and Mr. Dewar's rights under the contract will remain unimpaired. The questions we desire you to answer are as follows :

1st Question. The specifications of the excavation contain these words : "Excavate the entire area required for the footings down to the solid blue clay," and the drawings show a definite excavation or depth of seven feet ten inches. Now what is your explanation as to this, and what would be a fair way to reconcile the ambiguity ?

2nd Question. If, in order to find the blue clay, an extra amount of excavation than that contemplated by any of the parties is required, what would you consider a fair recompense per foot or per yard ?

3rd Question. In your opinion, what do you think would be a fair sum for the changes requested by the Council and the excavation if you consider it such ?

4th Question. Will any other expense be occasioned to the contractor by the changes suggested in the resolution, and if so, how much ?

Kindly answer the above queries at your earliest convenience,

And oblige,

Yours truly,

ROSS, KILLAM & HAGGART.

### Messrs. Barber & Barber's Answers.

Messrs. Barber & Barber instantly wrote to Messrs. Ross, Killam & Haggart the following reply to their letter.

WINNIPEG, April 18th, 1884.

MESSRS. ROSS, KILLAM & HAGGART,  
Barristers.

DEAR SIRS,—

In reply to your queries in the matter of specifications, etc., of excavation for the new civic office building, we beg to reply to the first question. That the large scale drawings, which always take precedence, show the depth required for the footings from the grade line, and is figured at seven feet ten inches, and that although the specifications mention "solid blue clay," we fully expected to find it before reaching that depth, (as we invariably have done in eight years' practice here), still we should have insisted upon that depth to secure the footings against the action of frost. As to



the "ambiguity" which appears to exist, that clause intended to cover a matter of a few inches if we were not satisfied with the foundation at the depth shown on the drawings by scale and figures.

In reply to question two.—If it should appear to us that the foundation is not good at the depth above stated, Mr. Dewar should be entitled to 70 cents per cubic yard for extra excavating, and \$10 per cubic yard for extra rubble masonry, and as architects we are bound to do justice to both parties, therefore our measurement would be exact and valuation as quoted.

In answer to your third question,—The price fixed by the Council, viz., \$300, will cover the cost of the moving the building back sixteen feet, and does not admit of any change in the plan or contract, therefore means a new contract.

Fourth answer.—No additional expense will be imposed upon the contractor unless the Council adopts our recommendation with reference to a change in the rear steps, and enters into a proper agreement to make such a change, as indicated by the preamble to your queries; and of course the contractor will naturally become a party to this, and have ample opportunity for readjustment of price, etc. And we believe the Council intends to act strictly in accord with the letter and spirit of their contract, neither expecting favors to be solicited, nor granting any.

Yours truly,

BARBER & BARBER.

Again on April 28th the architects wrote as follows to the Council:

WINNIPEG, April 28th, 1884.

To His Worship the Mayor and Council of the City of Winnipeg.

GENTLEMEN,—

It appears that some misunderstanding has arisen with reference to the proper definition of the contract with R. Dewar for the erection of the new civic offices. By the term contract we mean the entire contract, embracing the plans, drawings and specifications, and the conditions which are all signed and incorporated into one contract, which must all be read. Touching the matter of difference we therefore beg to extract all the clauses bearing upon the point, and annex thereto our definition and decision. The specifications say (0 0.) The drawings scale are figured 7ft. 10 in. for the depth of foundation from grade line. The conditions are, (1 1) (2 2) (3 3) (4 4) (5 5). Therefore our candid opinion, based upon those points is, that the contractor is bound to excavate down to the solid blue clay, as shown on the drawings and defined by the architects at the time tenders were called for. We then defined the depth to be 7 feet 10 inches from the grade, fully expecting to find a good foundation at that depth. Several of the contractors, including Mr. Dewar, required this definition in order to ensure accuracy in their estimates, and we were so certain of securing a good foundation at that depth that we stated positively that, should they or any of them be required to go deeper than shown on the picture, they should be paid for such extra depth at the same rates their estimates were based upon; and furthermore we have adhered to this definition up to the present time with the addi-

tion that the depth a few inches must be taken into consideration.

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tion that the specifications might be construed into meaning that we might exceed the depth a few inches if necessary, but the conditions particularly mention that the drawings must be adhered to, and are to be considered equally binding with the specifications.

Another prominent feature throughout the contract is, that the architects are named first of all in every case as being the proper persons to decide or define the meaning of the contract. The reason for this must be apparent to any unprejudiced mind. They were the creators of the plans, designs and specifications, consequently are conversant with every matter of detail, whether distinctly shown, specified or implied, and their definition is placed first and above all because of those reasons and thousands of minor matters of contract that are not written, but which must be developed in the course of construction by the daily superintendence of the architects.

In reference to that clause which apparently only binds the party of the second part we beg to say that we represent the party of the first part when acting as agents for them (securing tenders, defining the contract, or rejecting bad work,) consequently the party of the first is bound by their own acts, without necessitating a rehearsal of this fact in the contract; therefore, if this be true any unnecessary delay caused by neglect or otherwise on the part of the party of the first will cause Mr. Dewar very serious loss and damage by running the work into the winter, and, we fear, that unless steps are taken immediately to remedy this defect in the foundation (which is solely the city's misfortune) the contractor may be allowed to recover damages.

In conclusion we respectfully beg to suggest that a new contract be entered into between the city and Mr. Dewar for the excavation and stonework necessary to secure proper and satisfactory foundation, at the rate of 70 cents per cubic yard for excavation, and \$10 per cubic yard for masonry.

We have the honor, gentlemen, to be

Your most obedient servants,

BARBER & BARBER,

Architects.

Mr. Barber also wrote to the City Council on May 1st regarding the payment of \$2,500 for extra excavating. In his letter he said that if the contractor had to go three feet deeper down to reach a solid foundation, as from the indications showed he would have to do, then it would cost \$2,500. But it was not certain that that depth would suffice until they went clear back and sank test pits. He also expressed the opinion in his letter that if the Council refused to pay the extras and compelled the contractor to go lower, he would be liable to recover damages. He suggested that a new contract entered into for the extra excavation and stonework at the rate of 70 cents per cubic yard for excavation, and \$10 per yard for stonework. He was not in favor of a pile foundation, as it

would cost \$25,000. Mr. Fogg expressed the opinion that the extra excavating would cost \$3,500.

Ald. McCreary moved that the extra foundation work be performed at once, and paid for at the rate suggested in Mr. Barber's letter, provided that the City Solicitor declared the city was liable for the extras. The motion carried.

### A Summary.

At this stage it may not be amiss to summarize the proceedings so far. The city decided to build a City Hall at a cost of \$80,000. Tenders for plans were called for, and Messrs. Barber & Barber were the successful competitors, having planned a hall to cost \$80,000. Contractors were then invited to tender for the building of the Hall, and Mr. Robert Dewar was the lowest tenderer, he offering to do the work for \$78,500 cash and the old material, which he valued at \$1,500. His tender was accepted, and he set men to work excavating the foundation. Right here the first trouble arose. The architects' plans and specifications called for a foundation seven feet ten inches deep, or until the solid blue clay was reached. This clause was based upon the fact that the solid blue clay in Winnipeg was invariably found at a depth of seven feet, and the architects naturally thought it would be the case with the City Hall. But, unknown to them, the very spot where the building was being erected, was once a coulee; nature took a freak there and the blue clay made a deep dip. After digging the required depth this soft spot was apparent, and then it became necessary to dig deeper. Now who was to blame for this? Certainly not the contractor, who had complied with the specifications; and certainly not the architects, who were ignorant of the fact that the site of the Hall was once a bog. Both architect and contractor appear to have acted in good faith, but nature happened to be against them. Had the site chosen been solid, as every one supposed it to be, and on that supposition the plans and specifications for excavating were based, then there would have been no trouble whatever. When the "soft places" were found it became necessary to go deeper, and in equity and justice the contractor was entitled to extra pay for so doing. It was an unfortunate circumstance for the City Council that the site chosen for the Hall was just where it was, but there is no evidence that any fraud was contemplated or attempted by either architect or contractor, and when the trouble was known it would have been more

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dignified on the part of the Council to have voted the extra cost for excavating in a manly fashion instead of haggling and squabbling over it the way it did.

### The Inspector Speaks.

On Saturday, May 3rd, under a string of sensational headings, the *Sun* newspaper contained the interview of one of its reporters with Mr. Fogg, the City Hall inspector. That gentleman told the reporter that much of the material—the stone, brick and lumber, on the ground waiting to be used in the construction of the Hall, was unfit for the purpose. He also found fault with the foundation, no drainage being provided for in the plan, and he had fault to find in that the plans and specifications did not tally regarding the depth to be excavated. This interview with the inspector published in the *Sun* created some little comment at the time as will be seen hereafter.

### The City Solicitor's Report.

It has already been pointed out that on motion of Ald. McCrary the extra foundation work was to be performed at once, and paid for at the rate suggested in Mr. Barber's letter, provided that the City Solicitor declared the city was liable for the extras. On Monday morning, May 4th, a special meeting of the Market Committee was held, and at it the City Solicitor reported, Mr. Barber and Mr. Dewar both being present. The Solicitor's report was as follows:

"I have considered the question submitted to me in reference to the excavation for the new city offices, and I have to give it as my opinion that the contractor is entitled to an extra sum for any excavation below the depth of seven feet ten inches, shown on the plans. I am forced to come to this conclusion inasmuch as the architects, Barber & Barber, have given as their opinion or decision that the meaning or interpretation of the ambiguity in the plans and specifications in connection with the excavation is, that the phrase 'blue clay' in the specifications is limited to the measurement shown on the plans, seven feet ten inches. Had they (the architects) decided otherwise—that is, that the contractor was obliged to excavate down to the blue clay, irrespective of distance—he would have had to have done so without any additional compensation.

"My interpretation of the plans and specifications, I must say, after carefully weighing the matter, is not the same as the interpretation given by Messrs. Barber & Barber. I am of the opinion that the contractor was, previous to the decision of the architects, bound to go down to the blue clay without any additional compensation, and the architects should have decided so.

"As matters now stand, therefore, I would recommend that an agreement be entered into between the city and the contractor for the work, which the architects have decided to be extra work.

"The relative position of the architects in the contract for the erection of the City Hall had better be clearly understood. They are the sole judges as to the meaning of the plans and specifications.

"It is a universal rule in building contracts to make this the practice, the basis of reason being that an architect is supposed to act as an arbitrator between the parties, having no interest one way or the other, and as a consequence will decide every matter at issue in an impartial and unprejudiced manner."

I have the honor to be,

E. M. WOOD.

Two points in this report are of importance. First, the City Solicitor reports in favor of the Council paying Mr. Dewar for the extra work on the foundation as advised by the architects. Secondly, he informs the Council that it is an universal rule in building contracts for the architects to be sole judges as to the meaning of the plans and specifications.

A discussion ensued among the members of the Committee on the report submitted to them, and on motion of Ald. Polson it was decided that the City Solicitor be instructed to prepare the agreement between the City and Mr. Dewar for the extra excavation and the masonry required in the foundation for the new civic offices. Mr. Dewar said that he should expect remuneration from the Council for having been delayed. Mr. Fogg said that Mr. Dewar was not ready to go on, not having his bricks manufactured. By a motion of the Committee, Mr. Fogg was instructed to report at once to the Council on the material now on the ground, and whether it was fit for use. The City Solicitor said that it was the duty of the City Engineer to decide in the matter of materials, but Mr. Barber refused to be bound by the decision of the City Engineer. Ald. Brown was of opinion that Mr. Barber should be removed and some one else be put in his place, whereupon Mr. Barber offered to resign if anything wrong could be proved against him, and stated his determination not to be bulldozed by the Council or any one else. After a little more discussion in this strain the Committee adjourned.

#### Motion to Dismiss Barber.

About this time the discussions in the City Council among the alder-

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men over the City Hall became very animated, quite justifying the remarks of the press of the city that an attendance at one of the meetings was on a par with the attendance at a circus. Exactly what the aldermen were driving at is not clear; it is doubtful if they knew themselves. For instance, on Monday, May 5th, there was a regular go-as-you-please in the Chamber. Mr. Fogg presented a report in accordance with the terms of a previous resolution regarding the material being used in the construction of the Hall. He reported that the oak plank was most of it unfit to put under the footings; that the person who accepted the oak did not know much about it. The brick delivered on the ground was something like the oak, many bad and not fit to go into the building. The stone cut was not cut according to the specifications. They were not cut square nor 8 inches in the bed. The Ohio stone, more so the quoins, were not fit to go into the building, being cut the wrong way of the grain. They were wedge-shape, and could not be backed solid, the weight being thrown on the face of the stone, and will chip off. He also suggested that a contract be let before the excavating was finished to drain the entire building.

#### Another Legal Opinion.

At the same meeting the City Solicitor presented the following report to the Council:—

“In reply to your instructions at the Market Committee to-day, asking my opinion as to the exact legal position of the city in connection with the engagement of Messrs. Barber & Barber as architects for the construction of the new City Hall, I have to say that it is my opinion that the city is in no legal sense obliged to retain the services of the gentlemen in the capacity above mentioned, and can dispense with their services at once if desired, paying them on the principle of *quantum meruit*, for the work actually performed. I may say that I have consulted another legal gentleman in reference to the matter, who entirely agrees with me in the above.”

This report of the Solicitor's brought Ald. Brown to his feet, and he moved for the dismissal of the architects, and that Mr. Fogg be appointed superintendent of the building at \$5 per day, and in conjunction with the Market Committee be empowered to employ such architect or architects for the purpose of drawing plans as he might see fit.

Ald. Drewry defended Mr. Barber, and thought Ald. Brown a little too fast. It was unjust to carry such a motion before Mr. Barber had been heard in defence. Ald. McCreary agreed with Ald. Drewry. He

claimed the motion was simply brought forward on Fogg's report, and the Council was asked to take one man's word against another. No matter what Mr. Barber might be, he (McCreary) would give him fair play. Ald. Mulvey also defended Mr. Barber, and thought the material on the ground good enough to go into any building. Ultimately Ald. Drewry moved in amendment to Ald. Brown's motion—

“That the Market Committee investigate as to the quality of material on hand for the new civic offices, and on which material estimates have been passed by the architect, and if said material is said to be improper or of inferior quality, that the present architect be dismissed, and that the Committee be authorized to employ any assistance necessary to make a full and impartial investigation.”

Ald. Brown withdrew his motion, and the amendment carried as the original motion.

### Practical Men Speak.

On the morning of Wednesday, May 7th, a special meeting of the Market Committee was held, at which all the members were present, to make arrangements to investigate the charges made by Mr. Fogg, the inspector, against Mr. Barber, the architect, for passing several thousand dollars worth of unfit material.

Ald. Brown suggested that the Committee appoint an architect and a practical builder, and Mr. Barber also to choose an architect to examine the material and report to the committee. Ald. Polson wished to have nothing whatever to do with architects, they were all prejudiced the one against the other. Ald. Brown suggested that Mr. Fogg choose one man and Mr. Barber the other, and the two to agree on a third. Mr. Barber said the committee could appoint whom it wished provided he had the right to object to any one he knew to be prejudiced. To make a long story short the three following gentlemen were ultimately appointed, all the architects asked refusing to do so: Messrs. A. P. Cameron, W. W. Banning, and the City Engineer. The investigation was made on the morning of Saturday, May 10th, both Mr. Barber and Mr. Fogg being present. All the material was carefully examined and on Monday night, May 12th, the investigators made the following report to the Council, the last clause of which (No. 7) certainly would seem to exonerate the architects.

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## The Report.

To the Mayor and Council.

GENTLEMEN,—

Your Committee appointed to examine and report upon the material furnished by the contractor for the new civic offices, upon which an estimate was given by the architect, beg leave to report.

1. That about 15% of the bricks delivered are not sound and merchantable.
2. That about 18% of the oak timber delivered is unfit for the footings of the foundation.
3. That about 50% of the "shoddy" stone (not mentioned in the specifications) is unfit for face work.
4. That the Ashlar stone pointed out to us is good.
5. That the water tables, sills, string courses, lintels, panel-blocks, etc., shown to us are not of native limestone, as specified, but are of Ohio free stone.
6. That all stone placed in the building ought to have beds proportioned to the weight it has to carry, the service it has to perform, and the position it occupies. Some of the stone pointed out to us did not appear to be designed to fulfil these conditions.
7. That the value of the good material on the ground is in excess of the estimate given by the architects.

### City Engineer's Report.

In connection with the above report, City Engineer Wassell, one of the commissioners, presented the following report, which deals more with the details of the matter :

GENTLEMEN,—

As the report of your committee appointed to examine and report upon the material delivered by the contractor for the new city offices is necessarily brief, and confined to the matter at issue, I respectfully beg to submit the following remarks in order to assist those who may not have studied the contract to understand the matter.

There is a large quantity of material now on the Market Square recently delivered and also remaining from the old city hall which is unfit for use in the new civic offices. But there is nothing in the contract compelling either the architect or the contractor to move this bad material to some other place just now. When bad material is placed by a contractor near the site of a structure he is about to erect, it is a safe presumption that he intends to use it either properly or improperly ; properly in false works, such as scaffolding, platforms, etc , or improperly, in the permanent structure. But there is no proof of his intentions until he begins to use it, and in the case of a special contract, presumptions are inadmissible.



The contract provides all bad or improper material and workmanship that may be inadvertently allowed in the works shall be removed on the order of the architect, and he defects made good by the contractor. And if the contractor refuses or neglects to remove any bad workmanship or materials placed in the building, after twenty-four hours' notice in writing to do so, the city may do the work at the contractor's expense.

The contract calls for a certain amount of native limestone and artificial stone, for which Ohio freestone has been substituted by the architect, acting under the clause in the contract which allows him "full power to vary and modify the works in any reasonable way." I think he has made this change in a "reasonable way," and that it is an improvement. The contract provides that the payment of progress estimates shall not be construed into an acceptance of the works, or as an admission of the correctness of the quantities given therein, but only as temporary advances to the contractor. Hence the payment of any progress estimate made by the architect in no way binds the city to accept the inferior material upon which the said estimate was made. Under the contract it is the architect's or superintendent's duty to reject all improper material or workmanship, and if placed in the building to pull it down and have it replaced by good material and workmanship, but I do not find that the contract anywhere excludes improper material from the ground.

### The Action Taken.

When the question came up for discussion it was after midnight, and Ald. Polson moved that it be left over for another week.

Ald. Bawlf moved "That the contractors of the new City Hall be instructed to proceed with the work, and that the architects be instructed to have the contractor carry out the contract according to plans and specifications."

After a short discussion the motion was carried.

### An Architect's Opinion.

Mr. Moberly, a well known architect of the city, also examined the material on the ground, and sent the following letter to Messrs. Barber & Barber:—

C. A. BARBER, Esq.,  
Architect,  
Winnipeg.

WINNIPEG, May 9th, 1884.

DEAR SIR,—I have examined the material on the ground at the site of the proposed City Hall, and I consider the oak plank for the support of the foundations to be of a good quality for the work. Some planks will require small portions to be cut off owing to their being partially rotten, but the quantity so cut off will be very small.

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The edges of such as have bark on them will not be detrimental to the work where the bark does not interfere with the thickness of the plank. It is not necessary to have a close joint in this work, and in such a soil as they will be laid in they will outlast the superstructure.

The cut stone is of a superior quality. There are a few that have hardly sufficient depth, and would have been better had the stone-cutter dressed them in the opposite direction.

I remain, sir,

Your obedient servant,

WALTER MOBERLY,

Architect.

### Preparing to Lay the Corner Stone.

On May 31st the Market Committee decided the question of laying the corner stone of the new building. It was decided to expend not more than \$100 on a natural limestone, and \$25 on a silver trowel. Provision was also made for placing documents and other matter in a cavity in the stone. The day for laying the corner stone was not decided at this meeting.

### Messrs. Barber & Barber's Commission.

On Monday night, July 2nd, the following letter, dated June 30th, was read at the City Council:

WINNIPEG, June 30th, 1884.

To His Worship the Mayor and Council of the City of Winnipeg.

GENTLEMEN,—

It appears that there is a misunderstanding as to the amount of the commission that we are entitled to in the matter of the new civic office building. We therefore beg to draw your attention to the facts connected with our engagement. First of all the advertisement calling for plans did not provide for the engagement of the successful architects to carry out the work; still it was understood by the Market Committee of last year and, no doubt, by every architect who competed, that the successful architect should receive the first prize and be engaged to carry out the whole work on the usual commission, (5 per cent. upon the whole cost of the building.) We certainly expected that the Council would carry out the committee's engagement, otherwise we should not have competed for the work. However, we were disappointed in our expectation, for, no sooner were our plans adopted and the contract for the building executed, than some sharp practice crops up in the shape of a resolution to pay us only 4 per cent. upon the cost of the building for our full services, which means that we are only to get that amount for two years' services, from July 1883 to July 1885.

This resolution has never been accepted by us, and we appeal to you to decide whether it is right or just to force us to accept less than our dues and still assume the responsibility of the position.

Yours obediently,

BARBER & BARBER.

### The Inspector Kicks Again.

On Monday, July 9th, Inspector Fogg sent the following communication to the City Council:

The contractor has commenced to set the Ohio stone, for the back course, to receive the face brick work. It is always a standard with builders to use the largest and the strongest stone for the base course, to receive the brick work in their class of structure. I am sorry to say this rule is not being carried out in their work. The base course in some stones is cut away at the back and not more than one and a half inches on top to receive the face work. Other base stones are cut in two leaving a moulding on top not more than two inches for the brick to bed on. This certainly is not solid work.

Some three months ago I condemned these stones and was told that they were not going into the building; and it was time enough for me to find fault when the stone was in the work. They are now set, and I am at liberty to object to them, which I certainly do.

I beg to draw your attention to some other buildings in the city of a similar structure, and examine the base stone in them set to receive the brick work. Mr. Fogg here referred to the Government buildings, Hudson's Bay block, Merchants' Bank, Whitla's, and several buildings that are at present being erected.

You will remember when the commissioners were appointed to examine the material, they stated in their report that a large amount of the stone was unfit for use in the building. What I ask is for the Council to come to a decision and define what thickness of stone will be accepted in the work, as there is a large quantity of stone on the ground, some not more than two inches thick. There should not be any stone less than  $4\frac{1}{2}$  inches for the brick to receive a full bed. In fact the stone should be 8 inches, so the brick backing could form a tie on the same stone and bind the walls firmly together with the anchors. This would be more like solid work.

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You will remember the last city hall bulged out on the face work by not being properly tied and bonded.

BARBER.

The ratepayers are paying out good money, and should have good work and the value for their money, but from present appearances this will be nothing more than veneered work, when it should be solid work.

The red brick on the ground is only a spurious imitation of the St. Louis brick, not a strong brick by any means ; nothing like as strong as a native pressed brick such as the specifications call for.

There is not one red brick in twenty that is free from cracks and flaws ; not a strong brick. They are there to test, not sound. The greatest care must be taken in selecting these bricks for the face work, and that is my reason for asking for the stone to be the full width of the brick, to give it all the leaning possible. If there is only two inch bed, either the brick or stone must go, or both. What with badly cut Ohio stone, red brick not sound, and artificial stone, it will require the utmost care in looking after this work, and nothing should be neglected either in material or workmanship. There is a good foundation and the stone and brick work up to the base course is a good strong job, after considerable trouble which I shall refer to at some other time. A citizen from the street would say that the base stone was all right, and looked well ; but he would not think it was in two pieces—the top pieces about three by ten inches on its edge to receive the brickwork, and this stone not anchored to the back-work. All the dredging stone in this work should not have been left eight inches thick on bed.

Alds. S. McDonald, McCreary, Bawlf, Brown, and the City Engineer were appointed a committee to investigate the matter and report to the Council upon the same.

### Another Inspection.

Another inspection of the material on the ground and to go into the building was made by Messrs. Wassell, city engineer, C. O. Wickenden, Wm. Blackmore, and A. P. Cameron. They reported as follows :

We find that at the rear of the building the bed of the Ohio stone base corner is, in our opinion, insufficient and in some instances the base

corner is worked in two pieces of moulding, being worked separately. This, in first-class work, should have been out of one piece.

As to the base brick—if in calling for native pressed brick, the intention was to use the Dominion City brick, then we consider from the samples on the work that the red brick now used is superior. If the native pressed brick specified was intended to mean the local Marten Machine brick, then we consider that the red brick now used is inferior.

To the Chairman of the Special Committee appointed to examine the material used in the new city offices.

We beg to report that on receipt of your instructions handed to us, we read the communications submitted to you by Mr. Fogg, and examined the material on the work.

The bricks now being used have little cohesive strength, but in order to determine if they are sufficiently strong it will be necessary to make a series of compression tests, and to calculate the weight they will have to bear.

We further think it well to point out to the Council that their architect is vested by the contract with absolute power of decision as to material, and has absolute power of making changes, and his decision is final so far as all works under the contract are concerned.

ED. WASSELL,  
WM. BLACKMORE,  
C. O. WICKENDEN,  
A. P. CAMERON.

This report was considered clause by clause by the Special Committee on Thursday morning, July 10th.

The City Engineer pointed out that the contract did not specify for the width of the base stone, and thought that the building would be safe. The red brick used was much better than the Dominion City brick. The building was being put up according to the specifications. The following resolution was then carried by the committee :

That after examining the building, your committee appointed Messrs. Blackmore, Wickenden and Cameron, whose report we submit for your consideration. The committee feel that in order to avoid further difficulty and to insure the completion of the building in a satisfactory manner, that it is necessary to dispense with the services of either the architect or the inspector.

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## The Reports Considered.

A special meeting of the Council was held on Friday, July 11th, to consider the report of Messrs. Wickenden, Blackmore and Cameron. The report, which was read clause by clause, was as follows :

To His Worship the Mayor and Council :

GENTLEMEN,—The Special Committee appointed to examine the material being placed in the building and report to this committee beg leave to report :

1. That after examining the building your committee appointed a committee consisting of Messrs. Wickenden, Blackmore, and Cameron, and the City Engineer to examine the material placed in the building, and report to the committee. Their report is attached herewith for your consideration.

2. The committee feel that in order to avoid further difficulty, and to ensure the completion of the building in a satisfactory manner, it is necessary to dispense with the services either of the architects or inspector.

A letter was also read from Mr. Barber, accompanied by a long report from Mr. Wm. Murdoch, C. E., who had also inspected the material. Mr. Murdoch stated that the Ohio free stone used was the best of its kind, and referred to a number of buildings in Ottawa which were only faced with slabs of Ohio stone four feet high, three feet wide, and two and a half inches thick, on edge. These slabs are channeled so as to represent Ashlar work, and have some fifty feet of wall to sustain. This is the bona fide veneer work, whereas in the City Hall the Berea stone merely forms string courses, well backed and bonded by substantial brick work. In all cases where openings occur relieving arches are thrown in, which throws the whole weight on the solid piers. These arches are four times stronger than called for by the American authorities, being built of four-inch wires, forming a sixteen-inch arch.

In reference to the red brick which is being used for the face work, Mr. Murdoch made a careful test of them, in comparison with the native white brick, taking two of each (fair samples of their kind) to the C.P.R. hydraulic press, under the manipulation of Mr. Robert Gilmour, master mechanic of the shops. Each brick was placed between solid plates of iron faced with band leather, and then the pressure applied, with the results shown in the certificate attached, which results show that the red brick used in the building is much stronger than the native hand-moulded brick.

The following is the certificate from Robert Gilmour :—

WINNIPEG, July 9th, 1884.

Canadian Pacific Railway Company.

This is to certify that the first white brick put under pressure cracked at fourteen tons ; second, at twenty tons. First red brick at twenty-two tons ; second red brick at twenty-two tons. This second one would have stood more if the pressure had been continuous.

(Signed) ROBERT GILMOUR.

Witness (Signed) WILLIAM MURDOCH,  
R. D. PATTERSON.

The plans and specifications were then read, and the Council wrestled with the details for a brief time.

Ald. Mulvey and Ald. Calloway spoke highly in favor of the architect, and the former also spoke highly of Mr. Fogg, the inspector. Ald. Mulvey moved that the inspector report at once both to the architect and the Council whenever he saw any inferior material going into the building, and in case any difficulty arose between the inspector and the architect, the matter was to be referred to the Market Committee in connection with the chairman of the Board of Works. The motion carried.

### A Full Denial.

On July 14th, 1884, Messrs. Barber & Barber sent the following letter to the Mayor and Aldermen :

WINNIPEG, July 14th, 1884.

To His Worship the Mayor and the City Council.

GENTLEMEN,—We beg to draw your attention to our letter dated the 11th inst., in which we say that "we regret the unpleasant occurrences of late, and most respectfully beg your honorable body to institute a commission of enquiry into our professional practice in connection with the City Hall, or, in fact, any other building that we ever have supervised, and if you succeed in eliciting sworn testimony convicting us of dishonesty or incompetence, we will immediately end all suspicion and strife in this matter by placing our resignation in your hands at the earliest possible moment."

We again respectfully but firmly desire the fullest investigation possible for the following reasons :—That certain interested parties have circulated slanderous reports concerning our professional character, which we cannot allow to go unchecked ; and that we are entitled to the same privilege that is accorded to even criminals on trial—the right of self-defence—and, with all due deference to the Council, we challenge the

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ght to blunt our future prospects by showing a want of confidence in us without ample proof of fraud, incompetence, or negligence on our part.

July 9th, 1884.

Yours respectfully,

BARBER & BARBER.

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pressure had been

### Another Explanation.

T GILMOUR.

On Friday, July 18th, the following letter was read at the Council from Mr. Barber :

WINNIPEG, July 18th, 1884.

To His Worship the Mayor and City Council.

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on carried.

GENTLEMEN,—We regret the necessity for troubling you with an explanatory letter concerning the new civic office building, inasmuch as we considered the resolution appointing a special arbitration committee, as final in settlement of annoying reports from Mr. Fogg. However, we have been informed that he has sent another report to the Council, (a copy of which is annexed,) in which the matters complained of are almost too trivial to notice. However, we cannot afford to let any charges connected with this contract go unchallenged, therefore, we beg to explain the complaints in consecutive order as numbered.

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14th, 1884.

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1st. This matter has been explained many times already. The architects have no power to prevent soft brick or other bad material from being delivered, and can only prevent their improper use in the work, which we have done to such an extent that we are confident that a cart load of soft brick has not found its way into the entire building at this stage. Besides the specifications do not call for all hard brick. "Merchantable" is the term used, and as to not being watered, this is untrue. The contractor cannot save one cent by sparing the water, seeing that he has contracted with the Water Works Company for all the water he requires, and that it is much easier and cheaper to lay brick when well soaked than when dry. And besides all this it is a well known fact that any brick containing alkali will turn white on the surface when drying out, after being soaked in water, which accounts for the spotted appearance of the walls at present.

2nd. The flues are to be plastered with cement when the proper time comes. A box core six feet long and one half of an inch less in size than the flues will be dropped down and the cement in the form of grout poured in, filling all the interstices perfectly solid, the operation repeated until the top is reached, leaving a flue perfectly true and smooth.

3rd. The specification with reference to cementing artificial and cut stone, meant only in cases where stone comes upon stone, or where the artificial carved panels were to be set into the solid cut rock, the artificial panels being entirely done away with and solid rock carved work substituted. The matter of cementing is an utter impossibility which should be apparent to a child. How is it possible to use cement putty in artificial panels when none are going in? And as for arches none are re-



quired until the balconies and moulded stone corners are reached, until then remarks are premature.

4th. Thousands of small bats or half bricks are required on the reveals and returns of pilasters, and we cannot be so unreasonable as to ask the contractor to cut whole brick into small lots when he has already plenty of them on hand. And right here we wish to remark that we defy any person to show bats where whole brick can be used, or, in other words, to show that the work can be done in any other or better manner under the specification. •

5th. The brickwork is tied or banded every fifth course in the same manner as is done everywhere. The American band is used, and we have yet to see one instance where they run more than ten courses before the bands are put in at the back; and, furthermore, the returns and reveals occur so frequently that we venture to say the so-called *vener* would stand perfectly solid without a band from bottom to top. However, we have not trusted our work in this or any other particular to probabilities, but you will find in the future what you have already experienced in the past, that every matter of detail has been fully considered and provided for, and that neither malicious fault-finding, or misunderstanding of the contract on the part of any person can swerve us from a duty we owe to ourselves and the profession we have the honor to practice.

We have the honor, gentlemen, to be,

Your architects,

BARBER & BARBER.

Ald. Ham moved that the papers be filed, and thought that the architects, contractor and inspector should be discharged. The letters of Messrs. Barber & Barber were referred to a special committee. At the same meeting another letter was read from Inspector Fogg, accompanied by a copy of a letter sent to Mr. Dewar. Mr. Fogg repeated that too many soft brick were going into the building, the flues were not being plastered with cement, nor were the artificial stones being set in cement. This communication was also referred to the special committee.

Matters in connection with the Hall jogged along slowly enough for some days, the Council frequently not meeting for want of a quorum. On Aug. 18th Messrs. Barber & Barber sent the following letter to the Council:

WINNIPEG, Aug. 18th, 1884.

To His Worship the Mayor and the City Council:

GENTLEMEN,—We beg to acknowledge the receipt of a copy of the Market Committee's report, which was adopted by your honorable body on the 4th inst., and beg to say that we have always insisted that our commission for the new civic office build-

ing was 5 per cent. on cost, besides the \$300 awarded as the prize ; as also a reasonable sum for preparing an entire extra set of tracings, costing us about \$100.

However, we have done our utmost to avoid misunderstanding that might lead to litigation, and desire to show your honorable body and the ratepayers that the uppermost thoughts in our minds have been from the first to the present time to do our duty faithfully and well, so as to ensure a complete success in carrying out the work ; knowing full well that our future practice in this city would reward us for all the trouble, annoyance, and any pecuniary loss entailed in connection with this building.

We therefore beg your honorable body to make our commission  $4\frac{1}{2}$  per cent., which we will accept without prejudicing our future practice, or establishing a precedent, and hope that this proposition, which we think is a fair one, will meet with the approval of your body, and that you will order the payment of say \$3,000 on account, and thereby end a misunderstanding that is neither profitable nor pleasant to either party.

We have the honor, gentlemen, to be,

Your most ob't serv'ts,

BARBER & BARBER.

### The Commission Again.

Early in September the commission to be paid the architects again came up for discussion. At the Council, Monday, Sept. 1st, there was considerable discussion as to whether or not the architects should be paid the \$300 awarded them as first prize for preparing the competition plans. The market committee reported that the architects of the new civic offices be paid their commission of 4 per cent. on the total work done to date, and also \$100 for extra plans, providing they agree that the percentage of 4 per cent. aforesaid is the full rate to be paid for preparing the plans and supervising the construction of the said building, and give an unqualified receipt for the above sum, and that they also be paid the \$300 awarded them as first for preparing the competition plans.

Ald. Ham said he would vote against the \$300 for the plans. He would rather stick to the 5 per cent. commission. It was wrong to pay the money and he for one would vote against it. Ald. Polson favored the adoption of the report for fear of litigation on the part of Barber. Ald. K. McDonald said that Barber should not get \$100 for extra plans which he had to make on account of bungling. Ald. Polson said that if it was for bungling he would vote against it. Ald. Mulvey thought that Barber should be satisfied with 4 per cent. Ald. Brown thought Barber & Barber should not be paid their prize money. Ald. Ham moved that

the words after "sum" in the report be struck out, but the motion was lost.

### The Architects Refuse.

The decision of the Council to pay the architects 4% commission instead of 5% was promptly refused by Messrs. Barber & Barber. From the very first this question of commission had been a trouble; the architects claiming all along that they were entitled to 5%, and would not take less. They wrote the following letter to the Council:

WINNIPEG, September 8th, 1884.

To His Worship the Mayor and City Council.

GENTLEMEN,—We beg to acknowledge the receipt of a copy of a resolution adopted by the Council at the late meeting, and regret that the matter of our commission cannot be amicably arranged, for the following reasons, viz.: The payment ordered by the Council of 4 per cent. on amount of actual work done is not the usual practice, and we cannot in justice to ourselves accept it. However, we believe that a special committee appointed by your honorable body can meet us in a fair and just settlement. Another reason for not accepting your resolution at present is that the Merchants Bank has succeeded in straining the law to such an extent that they garnishee the firm's money for a private debt of one member of the firm, (disputed debt at that,) and we do not intend to accept any proposition in settlement of the commission difficulty if the Council are inclined to allow this outrage to be perpetrated upon us. Therefore we beg you to ask your solicitor's opinion as to whether you should pay any attention to this garnishee. Another reason for not accepting at present is the fact that the city prevented us from paying our taxes of 1883 by not paying the commission due last October, and now charge interest because they are not paid.

Yours very respectfully,

BARBER & BARBER.

### Another Sensation.

At the Council meeting held Monday, September 29th, another sensation was created by the reading of the following report from Mr. Fogg:

The specification for the roof reads: "flush around all openings and valleys, hips and decks, with heavy sheet lead." This work is now done with light galvanized iron, at about a sixth the cost of heavy sheet lead, and certainly not suitable for a roof of this description.

The specifications call for the cornices to be stayed with wrought iron stays, built in the wall as directed. There are no iron stays in the work. The galvanized iron is nailed to inch boards or look-outs.

The specifications also call for rolled iron girders, 67 pounds per lineal foot. These have not been put in the work. Their cost would be about \$700.

I beg to refer you to my July report, when I called your attention to flues, chimneys, anchor drainage and ramming earth around the walls. The architect treated them with contempt, and said it was false and absurd. The flues and chimneys are about finished, but they have not been plastered with cement as called for in the contract.

The architect said in his reply he would have a box made, and by some ingenious idea of his run the flues then to be plastered with cement some sixty feet deep after being built. I would like to see the box go down the crooked flue. If it got down it would stop there. They should have been plastered when building. They were caught scamping, and the box was a lame excuse.

The specifications read, "basement, ground, first and second floors, also the observatory, to be anchored down with iron straps on every fifth joint. There is not one anchor on the building. If not required, then why put them in the specifications? Other contractors tendered on all these things. The contract calls for drains to be built from the building to connect with the street sewer, and the earth to be well rammed solid around the outside of the foundation walls.

About a month ago the architect, at a meeting of the market committee, said he would have the drainage attended to at once, in order to get the water out of the cellars. No attempt has been made to drain as yet. It is too bad to see four feet of water in the basement, lying so many weeks, and this only shows how easy the water penetrates through the walls, and how important it is that the earth should be made solid on the outside.

The artificial stone is a fraud, and not fit to be used or mixed with the Ohio or native stone, and should be condemned as in Chicago and other American cities. It will not stand the climate. See it all over the city where used in solid work. I protested against the stone from the first. There is plenty of artificial stone in the City Hall broke in pieces before put in the work. It is not strong enough nor will it keep its color in spring and fall. I have kept to the specifications in my report.

Your obedient servant,

THOMAS FOGG,  
Inspector.

### Fogg Still Dissatisfied.

On Saturday afternoon, October 4, a meeting of the Market Committee was held in the Mayor's office to consider the City Hall material. Inspector Fogg was present, and among other things said that considerable of the artificial stone had been broken before being put into the building, and there was broken stone on the ground now that would be put in. Ald. Wishart was of the opinion that, considering what had been given and taken, the contract had been pretty well carried out. It was agreed to refer the Inspector's report, together with the contract, to the City Solicitor, who is to advise the Council what action to take.

### The Contractor Fails.

On Saturday morning, Oct. 11, a crash occurred in connection with the building of the hall, the contractor, Mr. Dewar, having notified his men the previous evening that, owing to financial difficulties, he could not go on with the work. Consequently all operations on the building, with the exception of some brick pointing, which was being done by the Stone Company, was stopped. The stoppage of the work caused a great deal of talk at the time, as it was not unexpected, it being known that Mr. Dewar was in financial difficulties owing to his operations of the previous year. At the time of the failure the following statement was made in the *Times* from the architect (Saturday, Oct. 11) regarding the money paid up to date on the building: "To date, \$58,781 has been paid; the whole price of the contract, with extras, will be nearly \$95,000. This leaves about \$36,000 to complete the building, and I am confident that \$24,000 will be sufficient, leaving a margin of \$12,000." The securities for Mr. Dewar were Messrs. W. McMillan, J. McKechnie, J. M. Ross and G. W. Girdlestone. The failure of Mr. Dewar was precipitated by the refusal of the Bank of Nova Scotia to carry him any longer. On the following Monday, Oct. 13, the City Hall question was discussed at length by the Council. Previously to this being done, however, a meeting of the Market Committee was held, and an offer from A. Ponton to finish the work and go on with the contract was considered. Some of the members of the committee were in favor of Ponton's offer being accepted, but the difficulty arose that such action would release Dewar's securities. At the Council meeting the following correspondence was read:—

#### DEWAR'S DRAWOUT.

I find that it is impossible for me to proceed further with the construction of the civic offices, and I now notify you that you may take such action as you may deem necessary in the premises.

Yours, etc.,

R. DEWAR.

#### PONTON'S OFFER.

I hereby offer and undertake to finish and complete the City Hall building according to the plans and specifications thereof, as furnished to Robert Dewar by Messrs. Barber & Barber under his contract for the construction of the same for the amount of the balance of all the moneys that would be due and payable to Dewar had he finished the said building according to the contract and I agree to furnish security for the proper completion of the work.

Yours etc.,

A. PONTON.

### THE CREDITORS' RELEASE.

We the undersigned creditors of Robert Dewar having claims and liens under the Mechanics' Lien Act for work done and materials supplied in connection with the building being erected for civic offices in Winnipeg, hereby express to the corporation of the city of Winnipeg our desire that a contract be made by Augustus Ponton with said city for completing said building for the balance of the moneys that would be payable henceforth, and upon completion of the work done and to be done by the said Dewar, under his contract or contracts therefor, and in the erection of said building; and we agree, upon payment of such balance to the said Augustus Ponton, irrespective of any such liens, and upon such payment we will hold the city of Winnipeg harmless from any claim on the part of any of us for any such liens.

PATTERSON & MITCHELL,  
MULHOLLAND BROS.  
J. H. HARRIS.

Manager House Building and Portland Stone Manufacturing Company: A. Ponton,  
Secretary; G. McMicken, President.

THE VULCAN IRON CO. OF MANITOBA,  
F. H. BRYDGES, Vice-President.

### THE ARCHITECTS' LETTER.

We have received notice from R. Dewar of his inability to proceed further with his work, and we are of the opinion—after consulting with the City Solicitor—that the contract confers full and ample power on us, as architects, to act in the premises, *i. e.* to make such arrangements with the sub-contractors as would ensure the completion of the building within the precise time stated in the contract, and we are satisfied that the unpaid balance on the two contracts is amply sufficient to complete the work according to the specifications, and save the city harmless from any creditors that may now exist. However, we would respectfully urge the necessity for prompt action, owing to the advanced stage of the season, and that we have virtually no alternative in the matter, as they have already on hand a large quantity of materials that are required for immediate use, and no time can be lost in enclosing the building before the winter sets in, therefore we would respectfully advise your honorable body to sanction any action that we may deem necessary to ensure the completion of the building as above stated with the least possible delay.

BARBER & BARBER.

### THE SOLICITOR'S REPORT.

In the matter of the contract of Mr. Dewar, for the City Hall I beg to report that under instructions from His Worship the Mayor I have to-day caused Mr. Dewar to be formally notified that the Council of the city of Winnipeg will proceed at once and finish the building at the costs and charges of Mr. Dewar and his sureties, and I have also caused each of the sureties, Messrs. Girdlestone, Ross, McMillan and McKechnie, to be notified to the same effect.

Yours respectfully.

DAVID GLASS.

P. S.—I have also had a long consultation with Messrs. Barber & Barber, and advised them on the subject.

After the communications had been read, Ald. Bawlf moved "that Barber & Barber be instructed, under the supervision of the Market Committee, to proceed with the building at once, in accordance with the notice given to the contractor and his sureties, so that the work be completed before the cold weather sets in." Ald. Bawlf, in making the motion, said it was the course advised by the City Solicitor.

A long discussion ensued, the City Solicitor and Mr. Ewart, Solicitor of the Bank of Nova Scotia, being allowed to speak. At a late hour the following amendments were put to Ald. Bawlf's motion, the amendments and the motion covering the whole ground taken in the debate :—

Ald. McCreary—That before any further action be taken in reference to the completion of the civic offices, the Market Committee do meet with the different sureties for the contractor and as many of his creditors as possible, to arrange matters, if possible, in a manner satisfactory to the sureties.

Ald. Wilson—That the offer of A. Ponton for the completion of the civic offices be accepted, the work to be carried on under the present architect, provided the security offered be satisfactory.

Both these amendments were defeated, and Ald. Bawlf's motion carried on the following division :—

*Yeas*—Mulvey,  
Brown,  
Wilson,  
Calloway,  
S. McDonald,  
Polson,  
Drewry,  
The Mayor.

*Nays*—Ham,  
Wishart,  
McCreary.

### More Trouble.

On Tuesday, Oct. 14, a meeting of the Market Committee, to which all the aldermen had been invited, was held. Messrs. Barber, Dewar, Ponton, and Fogg were also present.

Ald. Ham asked what had been done about the heating. Ald. Bawlf answered that the plans had been prepared, and it was proposed to advertise for tenders. Ald. Ham did not want to finish the building and then tear it down to put in the heating.

The resolution passed by the Council last night instructing Barber & Barber to go on with the work was read. Ald. Bawlf said the question to be decided was in what manner the work was to proceed. The architect said he had met some of the sureties and creditors that morning and the sureties insisted that if Ponton took over the contract, he should give security to finish the building and render them blameless. It has been arranged to have Mr. Dewar act as manager—he had the run of the work.

Ald. Bawlf asked Mr. Dewar if all the money claimed by the bank was spent on the City Hall. Mr. Dewar answered that some of it was spent in other directions. Ald. S. McDonald asked if he could not go on with the work? Mr. Dewar answered that in that case the bank would claim the money. Ald. Ham asked about the liens. He knew of several that were to be put on that morning. The solicitor answered that they would stand until the building is finished, and the balance applied to liquidate them. The solicitor said there was only one difficulty in the way of giving the contract to Ponton. If it could be shown after that Ponton had made a profit out of the work, the question would arise, who would be entitled to it. They had also to consider whether a contract could be made with Mr. Ponton without leaving room for it to be said hereafter that the work might have been done cheaper. It would be necessary also to get releases from the bank, Mr. Dewar, and the sureties, and that would release the sureties. Ald. Ham asked who was entitled to the estimate for the work done during the past three weeks. The architect answered that it would be paid to the sub-contractor who did the work.

Ald. S. McDonald moved that, in the opinion of this committee, the architect should proceed at once with the completion of the building and as far as practicable allow the sub-contractors to carry out their engagements with Mr. Dewar.—Carried.

Ald. Ham contended that something was wrong. Mr. Fogg told him that the work had been going the same as usual during the past three



weeks, and the architect said there was nothing to estimate upon. He wanted this matter investigated. Mr. Fogg said that just as much work had been done during the past three weeks as before, and a lot of material had been delivered. Its value would certainly be more than \$1000. Mr. Haggart, solicitor of the bank, addressed the committee, stating its claim. He contended that the estimates given by the architect had been unreliable. He said that it was under consideration whether or not the agency of the bank will be withdrawn in consequence. Mr. Stevens said there was something that was not straight in the matter, and he wanted an investigation. He said Mr. Dewar had been forced into the matter, and was not to blame. Three weeks ago he was solvent, and in that time they had been swindled out of \$10,000. He wanted to be allowed to put on an architect to value the work. Mr. Killam, who represented the sureties, said the difficulty arose from the bank requiring the sureties to sign a note to cover the draft. On Dewar applying to them for this they made an enquiry into his affairs, and they came to the opinion that he had received more than eighty-five per cent. of the value of the work done. It was then suggested to the bank to allow the work to go ahead, they to stand back and take their money out of the balance when the building is completed. He said the sureties had the same rights as the city, and if any money was paid out by the Council, it would be at its own risk. Mr. Stevens was given permission to put on an architect to ascertain if over estimates had been given.

A sub committee was appointed to superintend the matter.

The sub-committee consisted of the Mayor, Aldermen Brown, Polson and S. McDonald. Mr. Barber, the architect, tried to get the sub-contractors to come to such terms as might be mutually beneficial to them, but failed, owing to the existence of jealousies between them; therefore he convened a meeting of the sub-committee and recommended advertising for tenders. This recommendation was adopted and the architects were authorized to advertise for tenders, which they did, the time for receiving them being the 17th of October.

### The New Tenders.

On the morning of Friday, October 17th, a meeting of the Market Committee was held to consider the new tenders, those present being the Mayor, Aldermen Ham, Bawlf, Carruthers, Polson and S. McDonald.

Only two tenders for fully completing the building were put in, viz. : W. Brydon, \$29,815 ; and A. Ponton, for the Stone Co., \$28,950. Ald. Ham enquired how much money there was still on hand to build the hall with, and was told by the architect that there was between \$36,000 and \$37,000, and that if the contract was taken at Ponton's figures there would be about \$8,000 to the good when the building was completed, thus disproving the statement that the building could not be completed for the contract price. The Mayor moved that the tender of Ponton be accepted. The question of sureties was discussed, Mr. Ponton submitting the names of Mr. Sedley Blanchard and Hon. Gilbert McMicken. The names of these gentlemen were objected to on the ground of their being members of the Stone Company, but there was no objection to them individually. The name of Benjamin Morton, of Toronto, was also submitted. The Mayor's motion was then put and carried, and Ponton's contract accepted, he tendering for the Stone Company.

#### A Clause in the Contract.

In the contract made by the City with Ponton, there is a clause which it will be well to mention here. By the contract Ponton was bound to complete all Dewar's contracts for \$28,950, binding themselves to do the work to the satisfaction of the architects, Messrs. Barber & Barber, but the contract made no provision, in case the architect was removed, or for the appointment of others in their stead. Consequently, according to the awarding of the contract Ponton was only bound to satisfy Messrs. Barber & Barber, and in the case of their dismissal was not bound to satisfy any other architect.

#### The Commission Once More.

At the Council meeting held Monday, Oct. 20, Messrs. Barber & Barber again presented their claim for commission, half of which they claimed they were entitled to a year ago. They also asked for the balance due them on the Police Station, amounting to \$531.17. Ald. McDonald said that the commission had been garnisheed ; when that was removed the Council would pay it. Again on Oct. 27 Messrs. Barber & Barber pressed for a settlement of their commission, sending the following letter to the Council :—

WINNIPEG, OCT. 27th, 1884.

To His Worship the Mayor and the City Council.

GENTLEMEN,— We have repeatedly requested your honorable body to settle the

balance of our commission on the Police Station, amounting to \$531.17, and to vote a certain amount of the commission long past due on the new Civic Offices, without prejudice to either party. Therefore we respectfully beg to say that unless our request is granted forthwith we will enter suit for the recovery of our just dues, with interest at the same rate as you charge on our overdue taxes.

We have the honor, gentlemen, to be,

Very respectfully yours,

BARBER & BARBER.

### Why Dewar Failed.

On Friday, October 31, Mr. Dewar, the contractor, appeared before the Market Committee and made some startling statements. He said that he had put in solid walls instead of hollow ones, as provided for by the original specifications; that before the contract had been a week old the native stone was changed to Ohio. He had asked Mr. Barber to give him a written order for the change, but he refused, saying that it would cause a ruction in the Council. The extra cost of this was \$1500. Red wing brick had been used instead of the native pressed, as provided by the specifications, and this had been done on instructions from the architect. The extra cost on this item was \$1000. Another extra was the strapping and lathing of the interior, the specifications providing that the lathing had to be done on the walls. By moving the building back 16 feet, two flight of steps were necessary to the King street entrance instead of one. He wanted to know where Ponton's contract commenced, and said that firm was squeezing down the sub-contractors who had supplied material, and if a balance was left at the completion of the building, they would put on a lien to the advantage of the creditors. The following conversation then occurred:—

Ald. McCreary—It is said, Mr. Dewar, that you never were the contractor of the building, but that the Stone Company worked the matter through your name. Mr. Dewar—There is no truth in that. Ald. McCreary—Did you think at first that the building could be completed for \$80,000? Mr. Dewar said his estimate of the cost of the work had been more than \$80,000. Ald. Brown—How were you to get the difference? Mr. Dewar—I was to have been eased in many things, and especially in the furnishing. There are many ways of doing it. Ald. Brown—Galvanized iron for sheet lead, for instance. Ald. McCreary—You say you were to have been eased down by the architect. Mr. Dewar—Yes.

\$5,000 of extras were put on the contract, and he agreed to ease me down.

Mr. Barber here interposed, and denied the easing down as stated, but said there were many extras that Mr. Dewar would be entitled to in equity, but not legally. Mr. Dewar—Well, you said you would entitle me to them. Mr. Barber replied that he had always had confidence that the Council would do right when the building was finished. Mr. Dewar—Well, you put me in a box and can't get me out of it. Ald. McCreary pointed out that if the original contract should cost more than \$80,000, Barber could not claim commission, and asked Mr. Dewar if Barber made any arrangement to indemnify him if he put in a low tender? Mr. Dewar—Yes; he said he would throw in his commission, and I defy him to deny it. Mr. Barber admitted this, but on certain conditions known to Dewar. He said that he had a \$500 cheque on deposit and at stake at the time and sooner than lose that he would have lost the whole commission. There was great danger of his losing it as he had friends in the Council who were looking after it. He told ex-Ald. Montgomery, the chairman of the committee at the time, that he would sooner lose his whole commission, and if he choose to throw \$5,000 into a building of the city it was no one's business but his own. Ald. McCreary asked Mr. Dewar about the Ponton tender. Mr. Dewar replied that there was something very strange about it. Ald. Brown—You mean to say then that Ponton saw your tender? Mr. Dewar—I know nothing about that. It has a strange look. Ald. McCreary asked Mr. Dewar who the sub contractors were who raised the disturbance and refused to go on with the work. Mr. Dewar replied that the Stone Company was the big one and all the others agreed to go on. Ald. McCreary—What was their reason for doing so? Mr. Dewar—Because they wanted to get everything. There was \$9,000 of their contract to be filled for which they wanted to get \$15,000.

It was decided that the city could not entertain the claim for extras until the building is completed and the amount unexpended ascertained.

#### Mr. Barber's Reply.

In reply to these accusations of Mr. Dewar, Mr. Barber sent the following letter to the Council:—

125000

WINNIPEG, November 3rd, 1834.

To His Worship the Mayor and the City Council.

GENTLEMEN,—I beg to call the attention of your honorable body to the shameful manner in which the report of the Market Committee meeting of Friday last was garbled in the *Free Press*, and how much important information was suppressed in the *Times* report. For instance, the plumbers are reported to have sent a delegation, and Mr. Robert Muir, of the American Plumbing Co., is represented as spokesman; while the facts are that every plumber and steam-fitter present, except the representative of the American Plumbing Co., were tendering upon the work, and expressed no objections to the specifications. The papers do not credit me with answering Mr. Muir's objections as follows: 1st—That it is usual in all city contracts to make the architect or engineer in charge sole judge. 2nd—That all contracts provide for omissions, as no man is supposed to be infallible. 3rd—That the guarantee is required to make the contractor to take an interest in getting the work well and carefully executed. 4th—With reference to the superficial feet of radiator, we are responsible, and decline to alter this in deference to figures quoted, based on authorities in warm climates; besides, I demonstrated Mr. Muir's error of 30,000 feet in the Council Chamber alone. 5th—As to the heating, I explained the necessity for heating the building at the earliest possible moment, and the legal difficulty in holding the steam-fitter to his contract if any other party were allowed to use the heating apparatus before the steam-fitting was complete and accepted by the City. However, this is a question for your honorable body to consider, and no doubt the City Solicitor will devise some means to obviate difficulties that may arise. 6th—As to the matter of limitation of fuel, the intention is not to expect miracles from Mr. Muir or any one else, but is simply a safeguard against reckless waste of fuel, ensuring greater care in the matter, constructing fire-box and grates with a view to minimize the consumption of fuel.

I also wish to draw the attention of your honorable body to the reports of the examination of Mr. Dewar, under the sensational headings, "Why Dewar Failed;" "Revealed at Last," etc., etc., asserting that the architect saddled him with \$5,000 worth of extra work, and agreed to stand in and ease him off on other work, and finally does not keep his word.

Now, gentlemen, those aldermen who were present will remember that I protested against the consideration of extras at this time as altogether irregular, saying that this matter would be disposed of at the final settlement of the contract; besides, the alleged extras were largely matters in dispute between Mr. Dewar and the Stone Company, and should not be discussed without the latter being present to reply to Mr. Dewar's claims; and furthermore, the reports are not correct in many instances. Mr. Dewar is made to tell a portion of the truth, but not the whole truth, by saying that before the contract was a week old the native stone had been changed to Ohio, and that he (Dewar) asked Barber to give him the change in writing. Some of you, gentlemen, will perhaps remember this matter being discussed last winter in Committee, and that I made a statement which I now repeat, viz., that some parties while figuring on the plans to tender for the work, proposed to put in Ohio stone at the same rate as they would put in native stone, and were told by us to put in the Ohio stone by all means, as in our opinion it was far better, and no reasonable man could object so long

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as we got better work done. Still this change was made, at the risk of the Stone Co. without hope for extra payment. Therefore this is a matter between Mr. Dewar and the Stone Co., the latter asserting that they are the losers. In fact the Stone Co. no later than this date assure me that they are in possession of evidence to show that they are the losers in every item that Mr. Dewar claims, excepting the strapping of the walls. However, I have freely admitted that the contractor is in equity entitled to payment for extra cost of brick and strapping the walls. Knowing at the same time that this matter would require a settlement between him and the Stone Co., so I cannot see how either the Council or myself can meddle with matters that are entirely private between Mr. Dewar and the Stone Co.

There is another clause in the newspaper report in which Mr. Dewar is either incorrectly reported, or I have misunderstood his meaning, viz., he is made to say "I was to have been eased in many things, especially the furnishing;" meaning, as I understood, that he would get the furniture to put in, amounting to \$10,000 or \$12,000, and that his profit on this would help him out on the job. I know this matter was discussed at the time, and we could foresee the amount required for heating, plumbing and counters, etc., and that if Mr. Dewar gave satisfaction in the execution of his contract, we would feel disposed to recommend giving him the preference on the furniture; and in this way, if he should sustain a loss, he could recoup to a certain extent honorably. This, at least, is what I understood Mr. Dewar to mean, and I defy either Mr. Dewar or any other person to say that I have ever intended or uttered anything that could be construed into becoming a party to fraud, either in this matter or any other.

And finally, in the matter of throwing our commission to the winds by throwing it into this building, I admit the crime, if it is a crime to throw away one's earnings for the sake of glory; but do you think there was no condition attached to the proposition? I can tell you there was, and so can Mr. Dewar if he tells the whole truth. To put in the very words used at the time, I repeat, "Mr. Dewar, if you can show by your books and accounts that you have lost money honorably on this job at the wind-up, we will throw in the whole of our commission, if necessary, to make up your loss." He told me then that he would not think of accepting it, but since his failure he upbraided me with having gotten him into a box by offering to throw in our commission, and said we would not do what I agreed to. I then and there challenged him to place his books in my hands for examination, and offered to make good every dollar he had honestly lost in the City Hall, unless it was through mismanagement or want of sufficient funds to carry on the work. He declined to accept my offer on those terms. Therefore we want it distinctly understood that, although this is a matter of our own business entirely, whether we sacrifice our commissions, yet Mr. Dewar refuses to allow us to satisfy ourselves as to whether he honestly lost money before we throw our earnings to the winds.

I am sorry for being compelled to trouble you with long letters refuting matters arising out of what is purely and simply breach of confidence on Mr. Dewar's part, and we trust that in future he will tell the whole truth.

Yours very respectfully,

C. A. BARBER.

### The Architect Suspended.

At the Council meeting held Wednesday, November 5th, it was decided to investigate the troubles between the architect and the contractor. At that meeting letters were read from Messrs. Ponton and Barber. The former gentleman questioned the veracity of many of Mr. Dewar's statements. He charged Mr. Dewar with making out false pay sheets, and said that in the very pay sheet he was then asking the Council to pass he had put down the name of a man named McBain for \$5 a day while he was only paying him \$3.50. Mr. Ponton also said that Mr. Dewar had practiced a lot of other frauds. He said that he had not paid for the extra cost of the Red Wing brick, Ohio stone and tuck pointing, but that the Stone Company was the loser. He very much questioned if the \$7,000 claimed by the Bank of Nova Scotia had gone into the building. Mr. Barber also went into the case very minutely, and said that if Dewar had allowed him to inspect his books that he (Barber) would have helped him out. After a long discussion the Council expressed the opinion that a swindle had been perpetrated somewhere, but where it was hard to locate. The result was that it was decided to suspend the architect for one week pending an investigation by the Market Committee.

### The Investigation.

The investigation by the Market Committee was commenced Friday, November 7th. The trouble seemed to be a difference of opinion between the architect and inspector. The former gave an estimate in favor of Ponton & Co. for \$6,299.50, while Mr. Fogg stated that Ponton & Co. were only entitled to \$5,295.45, and that consequently, Barber's estimate was untrue. Another question in dispute was the wages paid to the men, Fogg asserting that Ponton falsified the pay sheets. According to Fogg only \$979.25 had been paid, while \$1,360 was allowed on the architect's estimates. Mr. Ponton, who was present at the investigation, gave Fogg's statements an unqualified denial, and offered then and there to make an affidavit that the architect's estimate was correct. Fogg said that the lumber delivered was only worth \$50, while he could produce bills from the Winnipeg Lumber Company showing it to be worth \$200. There were \$1,400 worth of galvanized ornaments from Salem, Ohio, on the building which Fogg had never seen. At this stage Mr. Fogg said he believed there was some stuff in a locked room

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which he could not get at. Mr. Ponton said that Fogg could get into the room if he wanted to do so, but the truth of the matter was that he never put in an appearance at the building until 9 o'clock a. m., and that he had never been on the roof of the building since it was finished. At this stage Mr. Hagel, barrister, who appeared for Messrs. Barber & Barber, desired to have the inspector put on his oath, he (Hagel) at the same time offering to produce affidavits from competent judges that the architect's estimate was correct. To this Mr. Fogg answered that he was ready to be sworn. Ald. Carruthers then suggested paying Fogg's estimate and examining the value of the material delivered afterwards. Hon. Gilbert McMicken, of the Stone Company, said his company refused to accept Fogg's estimate. It could be proved by affidavit that they had given good value for every dollar in the estimate. The Company wanted no favors, only to get its own. Ald. Brown then suggested paying the company \$4,000, but Hon. Mr. McMicken refused to take a cent less than provided for in the architect's estimate. Their integrity was affected and they would not compromise. Mr. Hagel said the committee could pass no estimate until the facts were ascertained. The honesty and truthfulness of Mr. Barber were at stake. He wanted to have Mr. Fogg's declaration to the effect that his estimate was correct and he would put him where he ought to be. Ald. Carruthers proposed appointing an architect to look after the matter. Mr. Hagel said the Council had better look out if it did so, as it would be casting an imputation on Mr. Barber. It was finally decided to meet at the City Hall on Saturday, November 8th, and inspect the material.

At 10:30 the committee met, when Mr. Hagel produced declarations made by Messrs. A. Barker, J. C. Richardson, A. McBain, R. J. Barber, W. E. Barber, A. Ponton and C. A. Barber, to the effect that Barber's estimate for material and time was correct. Mr. Hagel then demanded that Messrs. Fogg and Dewar, who have made statements to the contrary should also be put on oath. The committee decided to ask them to make declarations, and Mr. Wheeler, the architect, was instructed to examine the material and report to the Council.

### Fogg Proved Wrong.

Mr. Wheeler, architect, who had been authorized to inspect the material by the Council and report, did so on Monday, November 10th. He reported as follows:—



He measured the galvanized iron, piece by piece and found the prices in Barber's estimate fair and just. The discrepancy between the estimates of Barber and Fogg for wages is explained by the fact that Fogg's only extends from the 15th to the 30th of October, making up the \$300 difference for the four or five days' additional work. He says Fogg is wrong concerning the 27 barrels of plaster and also the lumber. He puts the former at \$121 and the lumber at \$64, while A. Ramsay certifies to having delivered 48 barrels of plaster, and the Winnipeg Lumber Co. to \$162.51 worth of lumber delivered. The inspector is not far out in his wages account on galvanized work, Ponton's account is \$175 while Fogg's is \$182. Fogg's estimate of the quality and price of rubble stone wall is \$105. Barber's estimate \$155, while his estimate from actual measurement was \$136. Regarding the galvanized iron work he says he has the sworn evidence of the foreman, Barber, and the workmen, Plaxton and Birbeck, together with his own measurement, which establishes the fact that the work was executed during the time in question. With regard to the artificial stone he assumes that Fogg's report of 16 loads as correct, but the rude and primitive mode of measurement adopted by him is, he says, very unsatisfactory, and in fact one might as well fill a cart with jewelry and charge so much a load. He says the evidence in support of the architect's estimate is very strong and positive, and is to a certain extent corroborated by his own estimate of the work, although he does not take such an inflated view of the cost of artificial stone as the architect appears to have done. The opposing evidence is weak. Mr Dewar cannot positively swear to anything, and Mr. Fogg is about the same. On the evidence adduced and practically tested by him, Mr. Wheeler finds that there is due to Ponton & Co., to October 30th, 1884, the sum of \$4,811. He says that the whole of the discrepancies have arisen in a great measure from the fact that Ponton & Co. assumed work on the architect's orders four or five days before Fogg, the inspector, commenced to check the materials or time.

During his examination by Mr. Wheeler, Mr. Fogg told that gentleman that he had not seen the pressed ironwork in question on the premises before Ponton & Co. took possession, although Dewar told him there was some in stock at Point Douglas. He said that a portion of the stone steps and newels for the front entrance were on the ground when Dewar gave up the contract, and a quantity had been delivered since Ponton took hold of the work. On being questioned, Mr. Dewar

said that he could not state positively as to the correctness of Fogg's estimate. He also said that four-fifths of the galvanized iron was in stock at Point Douglas when he failed, and that four-fifths of the stone steps were delivered.

### The Bank Heard From.

At this stage of the meeting a letter was read from Ross, Killam & Haggart on behalf of the Bank of Nova Scotia, asking that no estimate be passed. The letter went on to state that Mr. Stevens, the manager of the bank, and Mr. Haggart were then in St. Paul, where they had obtained very important information in regard to the contract, and that the information would materially affect the aspect of affairs. Another letter was read from the same firm stating that the greater part of the \$4,500 estimate in favor of Ponton & Co., was for work done by Dewar, and that it belonged to his creditors, and notifying the city not to pay it over.

The question of paying the estimate of the Stone Company was considered by the Council. Ald. McCreary said that the solicitors for the bank had a good case, and he wanted to know the city solicitor's opinion on the matter. Ald. K. N. L. McDonald thought that the Stone Company was entitled to its money and if any persons had claims against it, they should have filed it. Ald. Carruthers said there was no doubt about Ponton having earned the money, and he asked the solicitor if the Council would be justified in retaining the money on account of the letters received.

The solicitor said the Council need not be deterred on account of the letters received, as lawyers generally wrote those kind of letters. He thought that Ponton's estimate should be paid, and did not think the letters received were of sufficient importance to affect any decision of the Council. He failed to see what position the Bank of Nova Scotia took anyway. Ald. McCreary asked that if it turned out that there had been collusion and fraud between the contractor and architect, whether the Council would not be to blame for acting hastily after having received warning? The solicitor answered that the Council had nothing to do with matters between the contractor and architect. Ponton & Co. had a contract, and if they had earned certain moneys they were entitled to them, and if not paid could recover them. He had said, last

meeting, that if false estimates had been given no punishment could be too severe, but the evidence did not prove this. Mr. Ross, on behalf of the Bank of Nova Scotia, then addressed the Council and asked that the estimates be not paid as they had some very valuable information which they would be prepared to give in a couple of days. It was not hearsay but in the shape of affidavits. Ald. Mulvey asked the nature of the evidence. Mr. Ross said that he was not at liberty to say any more than it would complete the chain of evidence showing great frauds. Ald. Wilson complained that the committee had not made full investigation with the matter as instructed. They were not told whether the material in question had been estimated on before or not as has been stated. Ald. Brown replied that Mr. Dewar had never made such a suggestion. He contended that it had been shown that the estimate had been duly earned. Mr. N. F. Hagel addressed the Council. He said no specific statement had been made, and nothing more had been produced than a shadowy statement that they had some new information. The most Mr. Ross' statement amounted to was that there was something wrong between Dewar and Barber, but with that Ponton had nothing to do, who had his own contract and had earned the money, as Mr. Wheeler's investigation proved.

After a great deal more discussing, it was decided to leave the matter over, and to call a special meeting of the Council for the following Wednesday, when Mr. Stevens would submit his evidence, which it was said had been obtained from the absconding late City Solicitor, E. M. Wood.

### Mr. Stevens Removed.

On the Wednesday Mr. James H. Forgan, Inspector of the Bank of Nova Scotia, arrived in the city with the intelligence that Mr. Stevens, Manager of the Winnipeg Branch of the Bank, had been removed, and Mr. H. C. McLeod appointed in his place.

Messrs. Haggart and Stevens returned from St. Paul the same evening. A reporter saw Mr. Haggart and endeavored to obtain some information from him as to the success of the mission. Mr. Haggart said that they had seen the late City Solicitor Wood, and had obtained some information from him, but whether it was of importance or not he was not prepared to say. He refused to divulge any particulars, saying the matter would be submitted to the Council that night.

### Another Mare's Nest.

On Thursday afternoon, November 13th, a special meeting of the Council was held to hear the important information promised by the solicitors of the Bank of Nova Scotia. A profound sensation was expected, and it was hinted that Barber & Barber and Ponton and a great many others would be arrested and sent straight to gaol without benefit of clergy, judge or jury. But the information turned out to be a huge fizzle, as the following letter from the inspector of the Bank, Mr. James B. Forgan, proved :

To the Mayor and Council of the City of Winnipeg.

GENTLEMEN,—Having noticed in the public press that certain information has been promised the City Council by or on behalf of our late agent, in regard to the City Hall contract, I beg to inform you that, having read the affidavit of Mr. E. M. Wood, late city solicitor, I do not consider the information it contains of sufficient importance to occupy the time of the Council.

Your obedient servant,

JAS. B. FORGAN,  
Inspector.

In consequence of this letter Aldermen Brown and Wilson moved that the estimate given by the architect in favor of Ponton & Co. be immediately paid. Ald. Brown was of opinion that the Bank had treated the Council very shabbily, and that no more notice of it be taken.

Ald. Carruthers thought the affidavit might be of interest to the Council, as it would probably throw light on other matters if not on Ponton's estimate, and he moved that Mr. Forgan be asked to hand it over to the Council. This motion and also that of Aldermen Brown and Wilson carried.

### Important Resolutions.

At the same meeting the two following resolutions were moved and carried :—By Aids. Wilson and McCreary—"That in future a detailed statement be forwarded with each estimate given by the architect on account of the civic offices contract, in order that the Council may have the fullest information, and thereby enable the inspector to report on the correctness of the same."

Also by Aids. Carruthers and Polson—"That in future the architect,

on presenting an estimate in connection with the new civic offices, also certifies in writing that the men were all paid up on the last regular pay day."

### Mr. Wheeler's Report.

While all this little by-play of the Bank's was going on Mr. Wheeler, architect, who had been engaged by the city as examining architect, had been busily at work. On Tuesday night, November 18th, he presented the following report:—

I commence—and bearing in mind the old saying, "we are none of us infallible"—I was prepared to overlook minor faults and trivial details, but I confess I began to get startled after reading the fourth clause in the specifications. Here it is—"should any deficiency exist in either the drawings or specifications of any portion of the work herein described the architects above named will supply such deficiency, and the contractor will be bound to execute their orders as part of the contract."

I have no hesitation in reporting to you that no architect who values his own reputation would have inserted such a clause as the above. The plain meaning is that the contractor is to pay heavily for the architect's blunders, eventually ending in the city's having to bear the whole cost.

Specifications for such special work as steam-fitting and plumbing should be full and complete, describing nearly every article to be used. One can only show the position of the various works upon plans depending in a great measure upon a close description.

Clause five is of the vaguest possible character. No mention whatever is made of heating surface to each horse power, or number, sizes or length of tubes; even the diameter of boilers is not provided for. The brick work and setting of same is of a very important character, and yet it is barely mentioned. There is nothing said about the bolts, stays, lugs, plates, domes, manholes, water service to boilers, fire boxes,—all is left to the imagination, and the most important item of all, that of testing the boilers and steam-fittings, is entirely omitted. I report to you that this clause No. 5 is defective in every essential particular, and unscrupulous persons, if not closely watched, would take every advantage of the loopholes presented.

Passing over for the present the intervening clauses, I come to the 13th, and I wish the committee to read this carefully:—"Provide and set 'Bundy' cast iron radiators throughout, each to contain the heating surface as marked upon plans."

Now the Bundy is a good American radiator: I have nothing to say against it; but we have some equally as good made in Canada, and cheaper by the cost of freight and duty.

With regard to the capacity of heating surface, I beg to report to you that a very great blunder has been committed. I add up the figures as marked upon the plans and find 11,369 square feet of radiating surface as the result. It is astounding; 34,107 lineal feet of piping—enough to go entirely around the new civic offices ninety-five times, and form a shot-proof casing or bulwark, seven feet eleven inches high, to protect the aldermen of the city in case of a tumult or riot at any future period. To supply all this heating surface you have but two 30 horse-power boilers where nearly three are required, and instead of a six inch main supply as provided, you would require a pipe with a bore of nearly double the size than the one specified. The inference to be drawn from the facts I leave the committee to supply.

On exhibit A is shown the exact air measurement in cubic feet of every room in the building, with the radiating surface required for each, calculated upon a most liberal basis. The wing, side by side C. A. Barber's figures as marked upon plans, I find there is a difference and a saving in cost in favor of the city of 6,314 feet of heating surface, costing \$3,030. I think that the members of the committee will agree with me that these things should not be. A further saving in fittings, etc., by a less number of radiator at \$300. Passing on to the 18th clause, I beg to recommend the omission of the words 40° below zero, and the insertion instead of "during three months of a Manitoba winter," omitting the coal business at the end of the clause.

Clause 19 should be entirely omitted. Ponton & Co. ought to supply their own heating. The materials and fuel would cost the city at least \$500, and the contractors of the City Hall would reap all the benefit, thus saving another \$500.

In the plumbing department no provision whatever is made for drains

from soil pipes to sewers; these should be separate and distinct from any other drain, one to each pipe. The wastes from sinks, baths, basins and lavatories can be turned into the same sewer that drains basement. Neither is there sufficient description of work to baths, closets, etc.

Summing up, I find clauses 5 and 13 require the most serious consideration of the committee, and I leave the same in your hands without further comment. According to your instructions I have prepared plans and specifications adapted to the alterations made, and submit them herewith.

I have received valuable assistance during my investigation from many of our leading steam-fitters and mechanics, and I speak advisedly when I say that the statements herein made can, in case of need, be strongly corroborated.

In view of this report, Ald. McCreary gave notice of motion to dismiss Messrs. Barber & Barber.

### A Supplementary Report.

On Saturday afternoon, Nov. 23rd, Mr. Wheeler submitted the following supplementary report to the Market Committee:—

“I have the honor of laying before you a supplementary report concerning the plumbing for the new civic offices.

“In Ponton & Co’s specifications prepared by Barber & Barber, is the following: ‘Line tanks with heavy sheet lead well seasoned and soldered.’ In the plumbing specification (a different contract) I find as follows: ‘Line tanks provided by carpenter with 4 lb. lead properly anchored on sides and ends and all seams properly wiped.’

“I have no hesitation in again reporting to you that a very great blunder has been committed by C. A. Barber, whereby another few hundred dollars will be lost to the city. It is self evident that lining the four tanks in towers is to be executed by Ponton & Co., or whomsoever the contractors are for the civic offices and to specify the same work on two contracts is just what the committee may choose to give a name to.”

Mr. Barber dropped into the room while the report was being read, and promised to reply to all Mr. Wheeler’s charges at the next meeting of the Council. In regard to the statement made by Mr. Wheeler in his report that he had “prepared plans and specifications according to instructions of the committee, adapted to the alterations made,” and

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which he submitted. Mr. Barber said that was false, and if the committee would refer to their minute it would show that no such instructions had been given to Mr. Wheeler. Mr. Wheeler had not been in the first instance instructed to examine the plans and specifications or report upon them, but it had simply been mentioned in the committee previously held by Ald. Carruthers, that he should like to have Wheeler do so. Mr. Barber, thinking that Wheeler was a gentleman who would give a fair, unbiased report, voluntarily placed the plans and specifications in his hands, and asked him to examine them and report. On Wednesday night, Nov. 26th, Mr. Barber replied to Mr. Wheeler in the following letter to the Council:

WINNIPEG, November 24th, 1884.

To His Worship the Mayor and the City Council.

GENTLEMEN,—In reply to Mr. Chas. M. Wheeler's report upon our plans and specifications for the heating and plumbing arrangements of the new Civic Offices, I beg to draw your attention to the absurdity and even falsity of many of the statements made by that individual at the instigation of certain parties who are interested in palming off inferior material for this work.

Mr. Wheeler commences by assuring us that he does not consider himself as an infallible authority, still he "has no hesitation" in giving gratuitous instructions to your honorable body and ourselves, and asserting "stern facts," etc., etc., and using slanderous innuendoes for clap-trap purposes; until one so simple minded as myself imagines that he sets himself up as an infallible authority and autocrat combined. Of this, gentlemen, I do not complain, but must confess my astonishment at his foolhardiness (if I may be permitted to use the expression) that he should have placed himself (or rather allowed others to place him) in such a ridiculous position as to make such a string of foolish and false statements for the amusement of any person who may be conversant with the subject. I do not intend making statements that cannot be substantiated beyond doubt to the entire satisfaction of competent judges, of which I will say more later on. Before commencing, I wish you would try and remember my replies to Mr. Muir's objections at the committee meeting held on the 31st of October, and repeated in a letter dated November 3rd. If you remember Mr. Muir's objections you will notice a "striking coincidence,"—that Mr. Wheeler should make the same objections in the same vindictive spirit. Now why is this thusly? It must be either through interested friendship or spontaneous desire on the part of those gentlemen to expose fraud and defend the truth. That the latter is not the case I shall convince you; and that the former might be, you have only to remember the disgraceful confession that Mr. Muir made by admitting that he had attempted to corrupt me, and failed, and is consequently an enemy. You may draw your own inference from this fact, and strive to find out why Mr. Wheeler is on such friendly and confidential terms with "many of our leading steam-fitters."

I should not have noticed this very striking coincidence had it not been necessary to



repeat much matter that was embraced in my letter of the 3rd inst. What Mr. Muir objected to, and what Mr. Wheeler now repeats, in the matter of giving the architect power to supply deficiencies that may exist in either the plans or specifications, I replied to Mr. Muir as I now repeat to Mr. Wheeler, that "all contracts provide for omissions," and never in my experience have seen one either in public or private work that did not do so in some form; and furthermore, I can produce specifications written by better men than either Mr. Wheeler or myself corroborating this fact, and I hereby challenge Mr. Wheeler to produce a few of his old specifications to show that he values his reputation so highly as to debar his right to supply trivial omissions that might creep in with a man who admits himself imperfect. Clause 5, says the eminent authority, is of the vaguest possible character, etc., etc. Mr. Muir also tackled this clause, until I replied as I do now to Mr. Wheeler, that the Doty boiler, which is shown on a cut with full and proper specifications as to dimensions, quantity of material, tubes, bolts, stays, testing, etc.; and I can produce declarations from at least four creditable contractors showing that we instructed them to figure on the Doty boiler if they pleased, but that any other boiler equally as good would be acceptable. What would you say of a man who wanted to purchase a certain well bred horse, well known to dealers, as to quality, size and value, if he should write a minute descriptive specification of the horse, to wit, that he must have four legs, one head complete with eyes, mouth, nostrils and ears, and that his mane and tail should be made of horse hair, and that he should be well ribbed, braced, stayed, and tested, and that his bowels should be of certain dimensions, etc., etc. That man would occupy much the same position in your opinion that Mr. Wheeler does in this matter of the boilers.

Mr. Wheeler stumbles upon the same difficulty about radiators as his friend, Mr. Muir, did. "The Bundy," although admitted to be good, is thrown aside because, he says, "we have some equally as good made in Canada." This I most emphatically deny. The points of excellence in the Bundy radiators are that the loops are large and made of cast iron, and screw into the base. Now there are no radiators made of cast iron in Canada, to my knowledge, nor are there any others made in the United States that screw into the base. On the other hand, without admitting that there are any radiators as good as the Bundy in existence, I am willing to concede second place to radiators that are made in Canada, and if your honorable body is willing to take the responsibility of ordering inferior radiators, you can do so; but I sincerely trust that you will extend the same confidence to the future that you have exercised in the past, and let us remain "sole judges" of all materials, etc.

With regard to Mr. Wheeler's assurance about our "very great blunder" in the matter of heating surface, I am prepared to admit that a very great blunder has been committed by Mr. Wheeler, when he committed himself to this clause in his report. You remember the statement I made to Mr. Muir about basing our calculations for the heating surface of the radiators on three and one half feet surface for loop, and that if he would take the aggregate number of feet marked on the plans, and divide by  $3\frac{1}{2}$  he could ascertain the total number of loops required, and by multiplying the cost per loop would arrive at the total value. I also stated that, although the loops were listed in the circular at  $3\frac{1}{2}$  feet surface, they would not actually measure more than three feet; thereby reducing the aggregate number of feet shown on the plans one-eighth; this statement can be corroborated by at least four practical mechanics who

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figured for the job. Well, then, for argument sake, I assume Mr. Wheeler is competent at simple addition, and that his figures, 11,369 square feet of radiating surface are approximately correct, this would leave after deducting the one-seventh, 9,745 feet to heat 360,000 cubic feet of inclosed space. There is a "thumb rule" known to all practical steam-fitters in vogue in New York and the eastern cities, viz., to cut off the two right hand figures of the cubic contents of a room or building, and the remainder will represent the superficial feet required for heating. Now this rule is changed in many places to suit the temperature of the climate, and practical men here agree that we should figure on at least three times the surface required in New York, which means to reckon upon three square feet of heating surface to every hundred cubic feet of space, and this is borne out in many instances in the city. I will quote a few, viz. : The office and reading room of the Leland House, although situated over the boiler room, has 1.82 square feet per hundred, and this with a 12 ft. ceiling, which would with an 18 ft. ceiling require just one-half more, or 2.72 square feet per hundred cubic ; and this job is not tested thoroughly yet, and may require more radiators and larger boilers before the present winter is over. Another instance is the Merchants Bank, with at the rate of 3 square feet per hundred cubic feet, for an 18 ft. ceiling ; the Congregational Church ; and the Bank of MacArthur, Boyle & Campbell might also be quoted, besides many more that the rates exceed  $2\frac{1}{2}$  feet ; and I have repeatedly found cold pipes in the last mentioned bank, and Mr. MacArthur's assurance that at times it was uncomfortably cold, showing that there is not sufficient heating surface. This, then, being established as a thumb rule here, take 360,000 cubic feet, and cut off two right hand figures and multiply the remainder by 3, and we have 10,800 superficial feet of heating surface, when according to Mr. Wheeler's addition and my subtraction of one-seventh, we require only 9,745 superficial feet of heating surface. However, I do not wish you to infer that because Mr. Wheeler's figures were assumed to be correct, that they are correct ; nor that I believe in or use the thumb rule only for argument, but I do wish you to understand that I am in a position to demonstrate that there are 6,245 square feet of glass or its equivalent in value as a cooling surface, and that  $1\frac{1}{2}$  square feet of heating surface is required in this instance per foot of cooling surface, and that we have provided for the proper heating of the City Hall without exceeding the limit of safety, 5 per cent. Notwithstanding the astounding bulwark Mr. Wheeler conjures up for clap-trap purposes, can the average citizen grasp the magnitude of heating such a hall. Supposing that all the interior walls and floors were removed, how far would Mr. Wheeler's bulwark seven feet and eleven inches high go towards heating it? Mr. Wheeler, although perfection in his own exalted opinion, will find before this investigation is finished that even he is capable of making the most ridiculous blunders. He is just as much at sea about the heating capacity of the boilers, and will probably be surprised to learn that there are 1,100 feet of plate and flue surface, capable of supplying 11,000 square feet of heating surface ; and as to the steam mains requiring to be "double the size in bore" to that shown (6 inches), I reply that in his usual recklessness, he is away off. The mains as shown are amply large, unless you wish to squander money.

I now come to the immense saving that Mr. Wheeler imagines you are going to swallow without question, viz., 6314 feet of heating surface, costing \$3030. This is the climax, no doubt. I have *bona fide* figures for supplying all the Bundy radiators

in the building for \$4382, so that if you deduct Mr. Wheeler's saving of \$3030, he must be able to get the radiators supplied for \$1352, and if he can save 6314 feet of heating surface, he can perform the miracle of heating 360,000 cubic feet, under the condition they exist, with 5055 feet of heating surface; then according to the price I quote for the Bundy radiator complete, his should only cost \$2021.60. This looks like a discrepancy, but perhaps Mr. Wheeler's magical figures will prevent you from thinking that he has been nailed again to a malicious and stupid blunder. The total cost of all the fittings for the radiators complete is \$357; therefore Mr. Wheeler may explain how he can save \$300 on this item. As to Ponton & Co. supplying their own fuel, I believe they are doing so at present, and that the entire cost with stoves will not exceed \$150; with the heating apparatus the cost would not exceed \$112.50, and would involve a legal question with the city, as I stated in committee, *i. e.* no matter who the contractor for the steam-fitting may be, the moment the city or Stone Co. takes hold of the apparatus and "fires up," the steam-fitter will shirk all responsibility. Besides, it is a question whether under the Dewar contracts and the Stone Co. contracts, if the city is not responsible for the delay, and consequently for the payment of the cost of the fuel while the steam-fitters are at work, say one month, which will take fifteen tons of coal at \$7.50 per ton, thus reducing Mr. Wheeler's mare's nest of \$1000 to \$112.50, a small amount involving a large legal problem.

Mr. Wheeler's statement with reference to connecting the soil pipes with the sewer is false. The specifications provide for four separate connections, and if he had the slightest knowledge of sanitary plumbing, he would never say that "the water from sinks, baths, basins and lavatories, can be turned into the same sewer as drains the basement."

He also states a falsehood when he says "according to your instructions I have prepared plans and specifications adapted to the alterations made, and submit them herewith." Your minute book will prove that Mr. Wheeler is just what he imagines himself to be; it will show that this statement is false—he never was instructed to prepare plans by either the Committee or the Council.

There is just one more item in a subsequent report by Mr. Wheeler, where he discovers another "mare's nest" with reference to the lining of four tanks with lead. I say that Mr. Wheeler's attention was drawn to the apparent discrepancy by myself. The same item appears in the Stone Co. contract and the present plumbers' specifications for the reason that the time this was written in the original contract, I had no idea when the plumber's contract would be let, and it appeared necessary to provide for the water from the roofs. However, this has been accomplished in another way, and now that you are ready to let the contract for the steam-fitting and plumbing, I purpose letting the plumber do the work naturally belonging to him, and charging the cost of so doing to the Stone Co. contract. This statement can also be corroborated by at least two or three of the plumbers who enquired into the matter while figuring for tenders. Since hearing Mr. Wheeler's report read, I have received a *bona fide* offer to line the four tanks complete as specified for \$184, so whenever you have awarded the plumber's contract I will charge the above sum to the Stone Company's contract.

Now, gentlemen, if you will permit me to observe that I imagine you are in a di-

lemma between the contra statements made by Mr. Wheeler and myself, and that I think (judging from the series of investigations in the City Hall matter) that your sole desire is to learn the facts and do stern justice, and also in view of the fact that I have never humbly begged for any favor. A fair field and no favor has always been my motto; in fact I have repeatedly offered to resign my position if you could prove fraud connected with any of my acts. You have thus far been unable to do so, and I still desire the fullest enquiry to be made, and if you can prove fraud in connection with this matter I shall resign forthwith. If you can prove that my statements are not true I shall abandon the steam-fitting and plumbing. On the other hand, if I can prove that Mr. Wheeler's statements are false and misleading, mete out stern justice in his case; brand him as a liar and a miserable croaker who did maliciously try to irreparably injure a fellow architect by the most contemptible means in his power.

In conclusion, gentlemen, there is only one way to finally settle the matter as to who is right or wrong. There are about six different firms and parties who do steam-fitting in this city. Choose one man from each firm to act as a jury, with the City Engineer or some other competent person without prejudice, to act as foreman. Let the jury each and every man make a solemn declaration as per statute, that he is a practical steam-fitting mechanic of at least five years' experience, and that he is not interested in the matter in dispute, and that he will try the reports on the merits of the evidence adduced and his own practical knowledge and experience, and decide all the points presented, and make a true and faithful report to your honorable body. This appointment should be made to-night, and the jury meet tomorrow, Tuesday, at 9 a.m.; and the enquiry should be private—no admission except to Mr. Wheeler and myself; and the jury should complete the enquiry without adjournment, as all juries do. If these suggestions are adopted and conditions carried out, I will pay the entire cost of this investigation if I fail to establish the truthfulness of my statements. If, on the other hand, you ask Mr. Wheeler to pay the cost in the event of his failure to establish the truthfulness of his report, and I hereby challenge Charles H. Wheeler to accept the gauge of battle or retire branded as a cowardly liar.

Yours very respectfully,

C. A. BARBER.

### Wheeler's Charge.

Immediately after this letter had been read Mr. Wheeler stepped up to the City Clerk and made the following charge:

I charge C. A. Barber, in his capacity of architect of the new civic offices, with trying to incite myself and also a city official temporarily employed, to send in a false and fraudulent report to the City Council concerning a certain steam fitting and plumbing work requiring to be done in the said civic offices, which said report, if it had been made up and sent in to the Council according to the said C. A. Barber's wishes and expectations, would have been false and fraudulent and would have caused serious loss to the city and very detrimental to its best interests.

2. Also in my capacity of your investigating architect I further charge C. A. Bar-

ber with preparing a set of plans and specifications for certain steam fittings and plumbings to be done in the said new civic offices in a false, misleading and blundering manner, especially in the case of placing wrong and misleading figures upon his plans, showing the number of square feet of heating surface alleged to be required for each radiator to the amount of 11,369 square feet or thereabouts, the actual amount required to heat the said building, calculated upon a most liberal basis, being 5,050 square feet, or thereabouts.

3. As investigating architect I further charge the said C. A. Barber with falsely and misleadingly inserting certain leadwork in connection with certain water tanks in towers of new civic offices on his specifications, such lead work being already contained in the specifications originally made for the main building, and should be executed by the present contractors, Ponton & Co., entirely misleading the contractors and plumbers tendering for the work, and would have been a great loss in money value to the city.

In support of the charges enumerated above I produce sworn declarations together with plans and specifications and other evidence. I have now finished a very disagreeable duty, and must ask the Council to place the further conduct of the matter in the hands of the city solicitor.

### The Discussion.

After this charge had been made Ald. McCreary moved that Messrs. Barber & Barber be dismissed. A long discussion ensued, and Ald. Ham moved in amendment that the architects be paid their commission and dismissed. Unable to get a seconder to this amendment Ald. Ham moved, "that Barber & Barber be paid their commission of 4% as agreed upon, on the amount expended on the civic offices up to date, provided the City Solicitor so advise, and that the architects be dismissed."

A long discussion ensued over the original motion and the amendment. Many of the Aldermen thought they had better go slow about dismissing the architects, for if they did a law-suit would certainly follow, and the city might have heavy damages to pay.

The vote on Ald. Ham's amendment was 7 for and 5 against, and as a two-thirds vote was necessary, it was lost. It was finally decided to submit the papers to the City Solicitor for him to report upon.

### The City Solicitor's Report.

On the same afternoon, Thursday, Nov. 27, the City Solicitor presented the following report, explaining that he had only had a very short time in which to prepare it:

"I fear that within the time it will be out of my power to do anything like justice to the case, but feeling that the Council consider it urgent, I will glance over the large bundle of papers and try, in an off-hand way, to partly meet your wishes. Wheeler was first appointed to report on the first estimate of Barber to Ponton & Co. Wheeler, at that time, in a somewhat long report supported the estimate, and the money was paid. Wheeler was then instructed to also report on the plans and specifications of Barber for heating the building. On this he made a second report, condemning that portion of Barber's specifications which fixed the number of radiators or heating surface and also the lining of some water tanks with lead. I can give no opinion on this question, but I will, however be glad to assist the Council as far as in my power to search the truth. While in fact the papers are so contradictory that it will be out of the power of the Council to do this without a judicial enquiry. But why should the Council be bothered with such an enquiry? Why not at once place the matter of heating in the hands of another independent man, pay off Mr. Barber for the plans as far as the committee may think useful, and go on with the work? After what has transpired, both Mr. Barber and Mr. Wheeler should stand aside on the question of heating, and it appears to me this will be the only way to quite restore public confidence. As to the legal position of Mr. Barber, and his position as between the Council and the Ponton contract, he is given very ample and complete powers. I have not the contract now before me, but if the Council could feel safe to allow the contract to be finished under him, it would avoid further complication and perhaps secure a more speedy completion of the work. I think if absolutely requisite for the proper prosecution of the work, the Council deems it requisite to remove the present architects from office, and to replace them by another architect or architects, that the Council has power to do so, but it appears to me that this should be only for cause and on the report of a committee. Kindly regard this as a very hasty recommendation, with a view as far as possible to meet the requirements of the case in hand."

### Shall the Architects Go?

Another long discussion ensued regarding the right of the Council or not to dismiss Messrs. Barber & Barber. Mr. Glass, City Solicitor, was present, and said that the papers in the matter were so voluminous that a plain answer "yes" or "no" was hardly to be given. The equitable view of the matter would be to ascertain the truth of the matter, and it

was a question whether the Council wanted to go into the altercation between Messrs. Barber and Mr. Wheeler. In answer to a question of Ald. Polson, Mr. Glass said he could give no opinion then regarding Messrs. Barber's commission. The matter depended entirely on the agreement, unless it could be shown that a fraud had been perpetrated, causing the city a loss. On the question of the liability of the city, it was one which depended so much on surrounding circumstances that he could not answer it. Mr. Barber contends that in the Dewar contract he had power to change or modify anything without the consent of the Council, and the matter of the lining of the tanks was a matter which they had seen fit to change. If such powers were in the contract as stated by Mr. Barber, it would be satisfactory.

Ald. Wilson did not think it well to put the evidence of Mr. Wheeler against that of Mr. Barber. He contended that Wheeler had shown a desire to get a finger in the pie. If the Council saw fit to discharge Barber it could do so, but he for one failed to see the reason.

Ald. McCreary then moved, seconded by Ald. Carruthers, that it is the opinion of this Council, after hearing the report of Mr. Wheeler, also that of Messrs. Barber & Barber in rebuttal, together with the opinion of the City Solicitor upon all the reports and papers in connection with the new civic offices, that the said firm of Barber & Barber be now paid the commission of 4 per cent. as agreed upon, if so advised by the City Solicitor, and is found to be in accordance with the original agreement made with Barber & Barber, and that the services of the said architects be at once dispensed with.

Ald. Polson then demanded to have the declaration presented by Mr. Wheeler, but unread, produced.

The Solicitor answered that, as Mr. Wheeler had never intended to have them made public, the Council could not make them public, although he did not think it would be wise to keep the Council in the dark making them believe that something very rotten had been reserved.

The motion was then voted on as follows:—

*Yeas*—Alds. Ham,  
Brown,  
S. McDowell,  
Carruthers,  
McCreary,  
The Mayor—6

*Nays*—Alds. Wilson,  
Calloway,  
Bawlf,  
Polson—4.

Ald. McCreary then asked whether a two-thirds vote was necessary. The Solicitor answered that it depended on whether a previous action was being rescinded, and the question remained undecided.

Ald. Wilson wanted to submit the matter to a third party, and let his decision be final. He moved that a competent architect to be approved by the Mayor be asked to act in that capacity, and go into and examine the whole matter. Mr. Wickenden's name was mentioned in the motion, but the Mayor was empowered to engage another person should he refuse to act. This motion was carried, and the Council adjourned.

### Wheeler Again Heard From.

In the meantime Mr. Wheeler sent the following letter to the press of the city :

To the Editor of the *Times* :

SIR,—I have addressed the following letter to his worship the Mayor.

Serious charges, such as I have made against C. A. Barber, cannot be put off by a reference or an any side wind.

C. H. WHEELER,  
Investigating Architect.

“ 11 Carruthers' Block, Main st., Nov. 28th, 1884.

“ *Re Civic Offices Steam Fitting, &c.*

“ To His Worship the Mayor :

“ Noticing a paragraph in this morning's *Free Press* relative to appointing a referee in the above matter, I beg to hand in this protest.

“ At the risk of appearing disrespectful to yourself and the Council, I say positively that I cannot consent to condone the charges I have made against C. A. Barber.

“ If the Council chooses to stultify itself, and connive at wrong-doing, in face of uncontradicted sworn evidence and admissions, I, as your investigating architect, do not intend to stultify myself.

“ The plans and specifications for the steam fittings and plumbing are in my trust, other evidential matter also, and again I say, in face of the charges I have made against C. A. Barber, I positively refuse to meet him anywhere except in a court of justice.

“ This Mr. Barber can easily assist me in doing, by swearing that his reply to my report is correct. If he will do this it will bring matters at once to an issue.

“ No referee you may appoint is or can be in the possession of the evidence I hold. Therefore any report he may make either way will not settle the matter at issue.



"I wish you to read this letter to the Council.

"Yours respectfully,

"CHAS. H. WHEELER,

"Investigating Architect.

### Mr. Barber's Reply.

Mr. Barber instantly sent the following reply to the *Sun* :

WINNIPEG, Nov. 29th, 1884.

To the Editor of *The Daily Sun* :

SIR,—Referring to a letter written by Charles H. Wheeler in the matter of the steam fitting of the City Hall, &c., I challenged Chas. H. Wheeler in my reply to his report to either accept my proposition for the investigation of the truthfulness of the contra reports, or retire branded as a "malicious liar;" and I hereby repeat and emphasize the challenge—let Mr. Wheeler show the public that he is not afraid to have his statements criticised before a disinterested jury of steam-fitters or architects.

Let Mr. Wheeler place my plans and specifications in the hands of the Mayor, in trust, accessible to both parties, and I will very soon gratify his morbid desire to figure in a court of justice. Let Mr. Wheeler swear to the truthfulness of his own report and he will make himself amenable to justice if I can show that his statements are false.

The public insist upon a thorough investigation, and will see that both parties receive British fair play and justice.

Yours respectfully,

C. A. BARBER.

### Another Attempt Fails.

On Monday night, Dec. 1st, at a meeting of the Council another attempt was made to dismiss the architects. Ald. Carruthers opened the hall by moving, seconded by Ald. McCreary, "That for cause, the particulars of which have been placed before the Council, the services of Messrs. Barber & Barber as architects on the new civic offices, be and are hereby dispensed with." Ald. Carruthers said it was time a settlement was arrived at. Ald. Bawlf held that nothing had been proved against Barber, and his word was as good as Wheeler's. Ald. S. McDonald wanted to refer the matter to a committee, but Ald. Carruthers refused to attend any more committee meetings, saying the only place the matter could be settled in was a court of law. Ald. Ham moved to refer the matter to the Market Committee. This amendment was carried, Aids. McCreary, Carruthers and Brown voting for the dismissal.

Ald. McCreary moved, seconded by Ald. Carruthers, that a committee of His Worship the Mayor and the mover be a committee to wait upon the Bank of Nova Scotia or their Solicitor, to procure if possible the affidavits recently made by E. M. Wood, late City Solicitor, or so much thereof as they may decide pertains to the actions of the City Hall contract.

### The Wheeler Sons Heard From.

On Tuesday afternoon, Dec. 2nd, the Market Committee met to settle the Wheeler-Barber question. Ald. Carruthers failed to turn up; neither did Mr. Wheeler appear.

The declarations prepared by Mr. Wheeler, and the publication of which he had consented to, were then read. They were from C. W. Wheeler, one of his sons, corroborating his own statement to the effect that Barber admitted having made a blunder about the steam heating, and the second was from Alf. Wheeler, another of his sons, to the same effect. Another affidavit from C. W. Wheeler stated that he had heard Barber ask his father to be lenient with him and not give him away. The declaration of Neil McDonald, of the American Plumbing Co., was to the effect that 5050 feet of radiator surface would be amply sufficient to heat the City Hall. Two declarations of Robert Muir were read. One denied Barber's statement that he had offered to give him 15 per cent. if Doty boilers were used, and also denied that he had made a proposition to sell boilers to the loss of the city or himself. The second one stated that 5050 feet of radiator surface would be sufficient to heat the building. Chas. Plaxton had told him that he had never made such a declaration. Plaxton said he had, but that he had made no offer for the work, as Barber had stated.

In reply to all this, Mr. Barber demanded that Wheeler should produce the plans he had taken away, and if that was done he would prove that no blunder existed. This would also prove that Wheeler's statement about his asking to be let down easy was untrue. He could get declarations to prove that his specifications were correct. The men who had made the declarations for Wheeler all belonged to the American Plumbing Co. Plaxton had told him (Barber) that he had never made a measurement. Mr. Chester Glass, on being asked for advice, said that Barber had a pretty hard case to meet, as he had no friends present

when the interview took place in Wheeler's office. So far as the statements of Barber and Wheeler were concerned, one was pitted against the other, and the only evidence that could be considered was that of the steam-fitters, unless the committee wanted to give Barber a chance to prepare declarations. It was finally decided to hold another meeting the following Thursday, at which Mr. Barber would submit a statement.

### Another Tussle.

No meeting was held on the Thursday, and it was not until Tuesday, the 9th, that the Market Committee met for another tussle. At it a letter was read from Mr. Wheeler in answer to the request from the Council that he hand over the plans, refusing to do so except in a court of law. A declaration was read from the same gentleman to the effect that the report and supplementary report were true. Ald. Ham wanted to know what right Wheeler had to the plans, anyway. They belonged to the city, and were given to him to report on, and should have been returned with his report. The City Clerk said he had asked Mr. Wheeler to hand over the plans, but he refused to do so. Ald. Bawlf said that a delay had been made in order to allow Barber to see the plans and put in his defence, but he had not been able to see them, and consequently could not present his answer to the charges. He thought the plans could be easily obtained by means of a writ of replevin. Mr. Barber said that the plans belonged to the city, as they would eventually be paid for, and advocated getting possession of them.

The question of paying the last estimate given Ponton by Barber, amounting to \$1100, and also if by doing so Barber would be reinstated, was discussed, and on the advice of Mr. Fogg, who had figured the estimate at \$1060, it was ordered to be paid.

Mr. Barber, at this stage, said that he had not been able to see the plans, he, consequently, had not been able to put in a declaration. He could reply, however, and had with him ten declarations which he would read if it was the pleasure of the committee. If an adjournment were granted he could produce five hundred declarations. The declarations submitted by Wheeler were bogus, and were signed in Wheeler's office, and the parties signing them had never seen a justice of the peace. He would let the committee have his declaration provided he was furnished with certified copies of them. He would read them, provided Wheeler's

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case was declared closed. The chairman then ordered Mr. Barber to read the declarations.

The first was from himself. It was to the effect that the plans and specifications prepared by him for the heating of the City Hall were essentially true and correct, and produced authorities on heating to support his figures. The next was from Mr. Levers, an architect, and stated that he had measured the air space in the building, his figures being slightly under those of Barber. Another was from W. A. Mallard, architect, from St. Paul, to whom a copy of the plans was sent, with a request for an opinion, to the effect that twelve thousand square feet of radiating surface would be necessary with a temperature fifty degrees below zero. Mr. Basford, another St. Paul architect, stated that nine thousand three hundred feet of heating surface would be necessary. The declarations of Martin & Taft, of Minneapolis, steam-fitters, and William Cochlan, of the same place, supported Barber's figures. J. P. Adamson, of this city, stated that over nine thousand feet of radiating surface would be necessary to heat the building. Joseph Nott stated that eight thousand three hundred and forty-five feet would be necessary, with certain exceptions. Both agreed that Barber's boiler specifications were amply sufficient. W. E. Barber's declaration stated that the amount of radiator surface in Barber's plans, as necessary to heat the building, is correct. He then proceeded to read from Baldwin to show the advantage of the low pressure system. He said that he knew a smaller amount of heating surface would be necessary with high pressure, but he had chosen low pressure because it was the best, according to the best authorities to be had.

After the declarations had been read, Mr. Muir objected to Mr. Barber's figures, stating that all due allowance had been made in his measurement for ventilation.

It being late, the meeting adjourned.

### Barber Dismissed.

At the meeting held Friday, the 12th Dec., matters in connection with the architects' dismissal culminated. The Committee met, and the various papers connected with the affair were read over, after which Ald. Carruthers presented a report which he had prepared. It recited all the circumstances of the case, and concluded by recommending that the

services of Barber & Barber as architects of the City Hall be dispensed with, and that some other architect or architects be appointed to superintend the carrying on of the work. Ald. Ham said that, to a large extent, every charge against Barber & Barber had been proven, and he agreed with the report. Ald. Brown thought that the conniving with the contractor, which Barber admitted, was sufficient cause for dismissal. Ald. Bawlf contended that it had not been admitted by Barber. He had simply said that if Dewar would produce his books he would give him his commission. He had not admitted to agreeing to ease him down. Ald. Polson was afraid of incurring a law suit. Ald. Bawlf objected to adopting the report, as it had been prepared by Ald. Carruthers and Mr. Wheeler. Ald. Carruthers denied that Mr. Wheeler had anything to do with the report. He had simply obtained the figures from him. Ald. Polson was sure the dismissal of Barber would lead to a big law suit, in which the city would be stuck. Ald. Ham said that several steam-fitters had agreed to heat the building with five thousand feet, and not one of them would tender on the work while Barber was architect. Ald. Polson answered that all of these men had heated the fire halls on Ashdown's contract, which had proved such a failure. He believed that they were clamoring against Barber in order to get the job and put in bad work.

### Ald. Carruthers' Report.

The report referred to above was as follows :

To the Mayor and Council :

Your Market Committee beg to report, that after numerous sittings, and at the expense of much valuable time and labor, they have investigated as thoroughly as possible into all matters connected with the City Hall contract, including the plans and specifications for the steam-heating and plumbing, and after careful consideration beg to submit the following :

1. That there seems to be a considerable difference in professional opinion as to the proper amount of radiating surface required for the sufficient heating of the new Civic Offices : the said difference, however, appears to arise from the fact that parties have figured on a different number of cubic feet of air space than that shown on the plans of Messrs. Barber & Barber. According to those plans and in the figures of the architects, the calculation is that 11,369 feet of radiating surface will be required for a cubic air space of 296,992 feet ; the figures given by Messrs. Ross, Adamson, Barber, Levers, and others, are doubtless correct, but are figured on a cubic air space of 39,000 feet and upwards, consequently their evidence in support of the architect is built upon a wrong basis, and loses the weight to which otherwise it would be entitled.

2. The architects claim as one of the reasons why such a large amount of radiating surface is necessary is owing to the immense amount of single glass surface throughout the building. Your committee are of opinion that this cause could have been reduced to a minimum if "storm sash" had been provided for in the contract. The omission to do so savors strongly of neglect, and is more than likely to form an unavoidable extra.

3. The fact that the contractor for the steam-fitting was called upon to provide temporary coals and fuel in order to heat the building, at the expense of the city, for the contractor on the building, admits of no excuse; the one offered, that the extra amount involved would be trifling, being worse than none.

4. The architects' omission in their specifications to provide for the testing of the boilers and steam-fittings was a serious blunder, and might have been productive of the most disastrous results.

5. The architects admit the fact that the "lead tanks" in the four towers are called for in the specifications for the building as well as those for the steam-fitting. The explanation given, only after the attention of the committee was called to the matter, is that the architects have power to make any changes they please in the contracts, without reporting such changes to the Council. If such is the case it must be conceded that it is eminently unsatisfactory for any one firm to have such unlimited power, as it opens the door for favoritism and fraud.

6. Your committee have also learned, by the admission of Messrs. Dewar and Barber & Barber, that an arrangement was entered into between the aforesaid parties, whereby the architects, Messrs. Barber & Barber, wrongfully and to the prejudice of other competitors, obtained the supervision of the new civic offices, and also claim the prize offered for the successful plans, said arrangement being that Mr. Dewar was induced to alter his original tender amounting to over \$95,000 to \$80,000 in order to bring it within the specified sum, though knowing full well that it was impossible to erect the building as per Messrs. Barber & Barber's plans and specifications for anything like the latter sum, but trusting to the architect's promise to "ease him off" and even, if necessary, to throw in their commission in order to save him, Dewar, from loss. Your committee are of opinion that this arrangement was discreditable and dishonorable in the extreme to all concerned in it, and it is a serious question whether, by entering into such compact, the architects have not forfeited all claim for commission or emolument of any kind.

7. With the consent and approbation of the architects, galvanized iron was substituted on the roof for lead, as called for in the specifications. It does not require a professional man to know that galvanized iron is cheaper and less durable than lead.

8. That the architects' estimates are not always to be relied upon, as by their own admission they awarded in one case under the Dewar contract \$1,000 more than the amount earned.

9. Your attention is called to the fact that the architects have just threatened the city with a suit unless they are settled with on a 5 per cent. basis, though they are well aware that the remuneration fixed upon for them, as per the minute book, was a commission of 4 per cent.

10. In support of the first statement in this report, a tabulated statement, compiled from the plans of Messrs Barber & Barber, is annexed hereto.

11. The architects admitted before this committee that they had kept back the steam fitting contracts as a set-off for not having been paid any commission, thus allowing their private pique to stand in the light of the interests of the city.

In view of all the above recited facts, your committee would recommend that the services of Barber & Barber as architects for the new civic offices, be dispensed with, and that some other architect or architects be appointed to superintend the further carrying on of the work.

As already stated the motion to dismiss Messrs. Barber & Barber was adopted. Ald. Polson voted against the dismissal.

### Mr. Barber Criticises the Report.

On Dec. 15th Messrs. Barber & Barber sent the following letter to the Council, criticising the report :

WINNIPEG, December 15th, 1884.

To His Worship the Mayor and the City Council.

GENTLEMEN,—I am astonished at the glaring inaccuracies and misrepresentations embodied in a report published in the daily papers, alleged to have been formulated by the Market Committee, commencing with : "Your Market Committee beg to report that after numerous sittings, and at the expense of much valuable time and labor, they have investigated as thoroughly as possible into all matters connected with the City Hall contract."

In explanation of this preamble I beg to say the committee met just three times on this matter. The first meeting when the Wheeler family sent in their celebrated declarations and also three others from the American Plumbing Company. At this meeting the case was placed in the City Solicitor's hands, and he informed the committee that he considered that Wheeler had made out a case, and advised them not to accept any evidence from me in defence except statutory declarations. A postponement for one week was very reluctantly granted to enable me to prepare my defence, and promptly on time at the second meeting I put in such a quantity of indisputable evidence (largely from disinterested parties), that no discussion or action was taken ; but Ald. Carruthers, in order to gain time and consult his adviser (Wheeler), proposed an adjournment until Friday last, which was agreed to after receiving more declarations from Wheeler's side, although his case was considered closed and indisputable. And besides, this third meeting was to be "secret," no admittance to even the accused. How will this smell in a court of justice, when this Wheeler-Carruthers business is held up for the admiration of the public? However, if we can believe the press, this third secret inquisition did take place, and Carruthers, on behalf of his partner, presented the greatest piece of falsified manuscript that has ever disgraced the committee room. I shall dissect it clause by clause for your benefit.

Clause 1st.—The difference of professional opinion does not arise from the so-called fact "that parties have figured on a different number of cubic feet of air space than that shown on the plans of Barber & Barber," because the cubic feet are not shown on the plans at all, and the parties, five of whom testify in my favor, measured the building and swear positively to this fact, and their figures will challenge refutation. But the difference of professional opinion does arise because my witnesses, one and all, understand heating and ventilation, and have made proper and due allowance for both; (read their declarations as well as those from the leading architects and steam-fitters of St. Paul and Minneapolis.) On the other hand Wheeler, Carruthers & Co. have not the slightest conception of heating and ventilation combined, and have not figured one square foot of radiation against the ventilating system, therefore they have only allowed about one half of the radiation surface required. The figures quoted in this clause are incorrect. I have explained time and again that one-seventh was added to actual requirement on account of the Bundy loops being figured at  $3\frac{1}{2}$  feet surface, when we know by actual measurement they are only 3 feet, therefore, in order to get 9390 feet of heating surface, we figured the radiators 10,955 and the coils in the flues and tank rooms about 480 feet. As to the cubic contents of the building you have five sworn statements that defy contradiction, and positively declare that this evidence is built upon the right basis, and that the Wheeler-Carruthers reports and evidence are wrong, false and misleading.

Clause 2nd.—The architects do figure against glass, both single and double, and are in no way responsible for leaving storm sashes out, because you placed an \$80,000 limit in your advertisement, thereby preventing us from providing for storm sash. However, upon the authority of George Wing—the best in the United States—double glazing in this case will cost about \$1,000, and storm sash would cost over \$2,000.

Clause 3rd.—The fact that temporary coils were provided "does admit of an excuse," as you will find out before you have settled with the contractors. That you are in equity bound to heat the building, as I have explained several times, and you may find that providing for temporary coils is your easiest way out of the difficulty.

Clause 4th.—Wheeler and Carruthers blunder here for certain, as the unprejudiced members of the Committee will remember that I produced a circular of a certain boiler manufacturer which says: My boilers are "thoroughly tested." This fact is known even to the apprentice boys, and they would laugh at the idea of testing a new boiler for low pressure steam.

Clause 5th.—This vexed question has been discussed so often "about the architects' power," that I do not intend to say anything further, except that the Council gave us that power in the contract, and should not condemn their own acts, nor should such sharp practitioners as Wheeler and Carruthers dare to utter one word about "favorite-ism or fraud," for you know "the suspicious may be justly suspected."

Clause 6th.—I defy your Committee to produce any evidence to convict me of "collusion," as those notorious liars put it in discussion; and if I am not very much mistaken, Mr. Dewar will regret having attempted to blacken my character before he is very much older; and I say this whole clause is false and malicious, and I can prove it, and that you have nothing whatever to do with it.



Clause 7th.—This is the matter contained in Clause 5th—the “architects’ power,” and “sole judgment,” did allow galvanized iron flushing instead of lead, because it makes a better job, and if the contractor saved a few dollars here, and Dewar is to be believed at all, he put many more dollars in elsewhere.

Clause 8th.—You have at (as you will find) a large expense examined two or three of the architects’ estimates and found them correct, and, so far as we are concerned, you may keep right on squandering the public funds on “investigating architects.” I never admitted that “I awarded \$1,000 more than Dewar had earned.” I admitted that during my absence my brother had advanced about \$1,000 out of the 15 per cent. security, or, to put it plainly, \$1,000 out of \$9,000, which was all earned under the contract but held as security.

Clause 9th.—The remuneration fixed upon by one party to a contract without notifying the other party, or without acceptance of such “fixing,” you might just as reasonably say that you had decided to pay us one per cent. upon cost and consider the whole matter settled.

Clause 10th.—I presume the numerous Wheeler family and Carruthers compact tabulated things to suit themselves, but, you know I promised to refute all statements by that clique, and have done so, and am prepared to serve this last effort just the same if you will have the kindness to afford an opportunity.

Clause 11th.—The architects have been so silly as to expect some pay for services they had already rendered before they started other work; and as to standing in the “light of the city’s interest,” it may be deemed advisable by the new Council to not put in the steam apparatus next season, and if they should so decide we will expect credit for preventing an expenditure of \$10,000 that can be dispensed with. To wind up, your Wheeler & Carruthers report “recommends the dismissal of Barber & Barber and that some other architect or architects be appointed.”

Gentlemen. I will not presume to dictate as to what you may deem best in the matter, but respectfully ask your careful consideration of the following questions which appear to be involved :—

1st.—Have you proven cause in any essential point as to either incompetency or fraud?

2nd.—Have you the power to dismiss an architect, seeing that immediately after the contract is signed for the building, he is your servant no longer. He is sole arbiter between the two parties to the contract and cannot be dismissed by one alone?

3rd.—Will a simple resolution of the Council invalidate a contract signed and sealed by the city of Winnipeg and the Stone Company?

4th.—Will wrongful dismissal ruin our prospects in the city, and if so how much will it cost the city of Winnipeg?

5th.—Can you find an architect so contemptible as to accept the position (outside of the Wheeler family)?

In conclusion, gentlemen, I beg to remind you that you have now held about ten investigations, and thus far we have been exonerated. These investigations cost con-

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siderable money, and were a nuisance besides, and we were not the cause of one of them.

We have not been proven guilty of any wrongful act, and that, so far as this trumped up report of Wheeler, Carruthers & Co., we neither fear the final result nor ask for favor now. Justice is what we expect and nothing more.

Yours, &c.,

C. A. BARBER.

### Messrs. Barber & Barber Notified.

On December 17th the City Clerk sent the following letter to Messrs. Barber & Barber notifying them of their dismissal:—

CITY CLERK'S OFFICE,

WINNIPEG, December 17th, 1884.

Messrs. Barber & Barber, Architects, City.

DEAR SIRS,—I have to inform you that the Council last evening adopted the report of the Market Committee, dispensing with your services as architects for the new civic offices.

Yours, &c.,

C. J. BROWN,

City Clerk.

The chairman then proposed to submit the report, but Ald. Ham wanted to know if it was to be a unanimous one or if a minority report would be brought in. It was submitted, only Ald. Polson voting against it, and declared carried.

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### A SUMMARY.

Before concluding this history a brief summary of the troubles over the City Hall may not be out of place. From the very first the City Council appears to have bungled the matter. No matter what may be said against the architect—admitting for argument's sake that all said to his detriment is true—the fact still remains that the members of the City Council of 1883 and 1884, so far as the building of the civic offices is concerned, have acted more like incapable children than intelligent men. At times a gleam of sense appears to have struck them, but the clouds of childishness have rolled along and quickly shadowed the light. One bright fact certainly remains, viz., that Winnipeg to-day possesses one of the handsomest and cheapest City Halls in the Dominion, a

building so handsome that it is proudly pointed out to strangers, and a building which, to our way of thinking, would have been cheap at a cost of \$200,000. That, however, is a matter of opinion, and while the writer's may not be that of practical builders.

It will be remembered that the first trouble in connection with the Hall was the "soft place" in the foundation. The site of the Hall was at one time a swamp, and, unaware of this fact the architects, in making plans and specifications, did so with the idea that a good solid foundation would be reached at the usual depth all over the city. This was not the case, and a greater depth had to be reached, the contractor claiming extra pay for his extra work. The Hall itself had also to be put further back from Main Street a distance of sixteen feet. Under the circumstances it would seem that the City Council should have accepted the situation, made the best of it, paid the extras and blamed nature for having put a swamp just where she did put it. But Winnipeg aldermen have a great knack of beating the record. More talk and more nonsense was heard in the Council Chamber about the extra digging for a solid foundation than would have paid for the Hall had the talk and nonsense been for sale. It was a constant wrangle for weeks, each alderman trying to show his smartness, only in the end to sanction the extra expenditure, a sanction which, to us, seemed just and equitable to the contractor.

Shortly after this trouble had been settled another occurred. Mr. Fogg, the inspector appointed by the city, and to whose appointment the architects objected at the time—that is, they objected to the extreme powers conferred upon the inspector, though willing that he should act as clerk of the works under them—complained that much of the material going into the construction of the Hall was inferior and not such as called for by the specifications. A great deal was said about this at the time in the daily newspapers, appearing under very sensational headings. The architects denied the charge, and after the usual wrangling a committee of practical builders was appointed to examine the material and report. These gentlemen met, examined the material on Saturday, May 10th, and in the final clause of their report said "that the value of the good material on the ground is in excess of the estimate given by the architects."

The City Engineer also submitted a report dealing more with details.

The report will be found on page 21 of this pamphlet. The last clause refers to the substitution by the architects of Ohio freestone for native limestone and artificial stone, and stated that, according to the contract, the architect had "full power to vary and modify the works in any reasonable way, and," added the City Engineer, "I think he has made this change in a reasonable way, and that it is an improvement." Further on in the report the City Engineer said: "Under the contract it is the architect's or superintendent's duty to reject all improper material or workmanship, and if placed in the building to pull it down and have it replaced by good material and workmanship, but I do not find that the contract anywhere excludes improper material from the ground."

Mr. Moberly, a well known city architect, also inspected the material on the ground, and the letter he sent to the architects will be found on page 32. A perusal of it will show that Mr. Moberly, at any rate, did not consider the material unfit to go into the construction of the Hall.

From the very first there had been a dispute about the architect's commission. It is the rule that the successful competitor—the gentleman whose plans are accepted for any work—shall have the superintendence of such work at a remuneration of 5% commission on the amount of the whole cost of the building. No sooner, however, were the Messrs. Barber's plans accepted than the Council, by resolution of the members, decided to only pay 4%. The resolution was never accepted by the architects, and in repeated communications to the Council demanded the usual commission, on one occasion only offering to accept 4½ per cent commission, provided the amounts then due were paid at once. The Council did not see fit to accept this proposition and it was never renewed, the architects at the present time demanding the full percentage of 5 per cent. So far, at the time of writing, the architects have never received one cent from the city, either in the shape of commission or the premium for their plans, notwithstanding that they have made repeated demands for the same.

Early in the month of July the inspector again wrote to the Council condemning the material being used in the construction of the Hall, especially the brick, which, he stated, was **not** a strong brick by any means; nothing like as strong as the native pressed brick. Another committee was appointed to investigate the matter, practical men inspecting the material. The bricks were subjected to a rigid test in the C. P.

R. hydraulic press, and the report of the pressure each sustained will be found on page 38 ; the report proving that the statements of Mr. Fogg were not correct. Mr. Murdoch, another well known civil engineer, also at the request of the architects examined the material and reported favorably upon it. In regard to these annoying reports of the inspector the architects wrote on July 11th to the Council, asking that body to institute a commission of inquiry into their professional practice in connection with the City Hall or any other building they had ever supervised. The Council appears to have taken little notice of this very reasonable request.

By referring to page 44 it will be seen that the contractor failed on October 11th, and Mr. A. Ponton a few days later offered to complete the work. Tenders were advertised for, and that of A. Ponton for the Stone Company, \$28,950, was accepted. At this time there was between \$36,000 and \$37,000 on hand to complete the work, leaving a balance to the good on Ponton's tender of about \$8,000. In the new contract made with A. Ponton, that gentleman was bound to complete all Dewar's contracts for \$28,950, binding themselves to do so to the satisfaction of the architects, Messrs. Barber & Barber. Whether this clause was a good one or not to insert in the contract, we cannot determine, but it certainly bound Ponton to satisfy Messrs. Barber & Barber, making no provision at the same time for any other architect supervising the work should the Council dismiss the Messrs. Barber.

Shortly after his failure Mr. Dewar made some startling statements about the work, the reason of his failure, and that the architects had agreed to ease him down in the matter of extras, etc. The architects promptly sent a denial of these statements, which denial will be found on pages 52 and 53. The matter was investigated by the Council, but it failed to arrive at any conclusion, except to suspend the architect for one week pending an investigation. At the investigation the statements made by both Fogg and Dewar were denied by Ponton and others, and it was ultimately decided to call in the services of Mr. Wheeler, architect, to inspect and report. Mr. Wheeler's report stated that Barber's estimates were fair and just, and explained the discrepancy between his estimate and that of Fogg. See pages 55 and 56.

At this time the Bank of Nova Scotia troubles began, and a great and startling exposure was promised, but it ended in nothing.

Then Mr. Wheeler made a second report, in which he accused the Messrs. Barber of attempting a fraud in the heating of the building! Mr. Barber promptly replied to every accusation, also to a direct charge on the part of Mr. Wheeler, pointing out that his plans and specifications had been taken by that gentleman, who refused to return them, which action greatly impeded him (Barber) from replying as fully and completely as he otherwise could do. Mr. Barber also backed up his reply by the declarations of practical steam-fitters, who all stated that his specifications were correct. The Council obtained the opinion of the City Solicitor regarding its right to dismiss Messrs. Barber & Barber. Mr. Glass' opinion stated that if in the Dewar contract, Mr. Barber had power to change or modify, without the consent of the Council, then Mr. Barber had acted satisfactorily.

And so the muddle went on from day to day. Charges being made only to be promptly denied; the members of the Council, or at least a majority of them, acting, in our opinion, in a very childlike manner. This state of affairs continued until Dec. 12th, when, by a motion of the Council, the architects were formally dismissed.

Unable to give any legal opinion regarding the right of the Council to dismiss the architects, we would point out a few facts bearing on the case. In the Ponton contract there are three parties—the City, the Messrs. Barber and the Stone Co. The question arises, has one party to the contract the power to annul it without the consent of the other two parties? That is a question for the Courts to decide. Again, from first to last, the City never paid the architects one cent, either for premium or commission, and has not done so at the time of writing,

In concluding this summary, brief as it is, we desire to make a few general remarks. Without endorsing all the actions of the architect, it appears to us that considerable malice has been displayed against them by certain of the aldermen. The action of these gentlemen in repeatedly sustaining Mr. Fogg, the inspector, in the face of unprejudicial evidence by disinterested parties that he was in error, and the architects right, tends to prove this. Another fact also tends to prove malice. Annoyed by the reports of Mr. Fogg, the architects wrote asking that a commission might be appointed to enquire into their professional practice in connection with the hall. The request, fair and sensible though it was, was not taken any notice of by the Council. Had the Council

real reason to suppose Messrs. Barber & Barber delinquent in their professional duties, a commission should have been granted, or a resignation demanded. Neither was done.

Another matter does not appear to set the Council in any better light. That astute body meddled with a private quarrel between Mr. Dewar and the architects, though it has never been proved that the changes made by the latter were not made in the interests of the city and by authority of the contract, while it has been proved that some of the changes so made did affect a saving of expense.

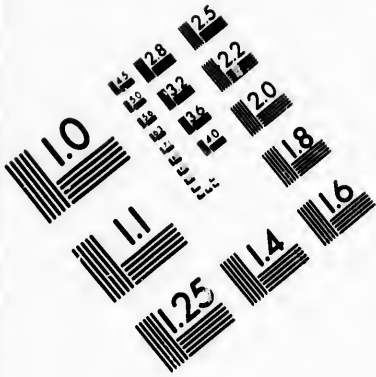
The contract with the Stone Co. was an entirely new contract, having nothing whatever to do with the steam-fitting and plumbing contract, which was a subsequent one, and at the time of writing has not been let, tends to prove either malice, or the sincere desire of fools to rush in where angels fear to tread. Whatever discrepancies, mistakes, if any, made by the architects, the Council of 1884 appears to have a sort of divine right to bungle, which divine right they have exercised in this matter of the City Hall to the fullest extent. It must be remembered that the architects occupied a very different standing in regard to the Council to what other city servants do. They were the sole judges and arbitrators, mutually agreed to by the Council and the Stone Co., and appointed under their corporate seals, and it was the duty of the Council to stand by and bear them out in all cases, unless evidence of fraud could be shown. So far as we can judge, after carefully going over the whole history of the building, we can see no evidence of this. In reading over all the charges brought against the architects by contractors, inspectors, and Mr. Wheeler, and also the denials of those charges, the reports of committees of investigation, we have been reminded of the old fable of the Wolf and the Lamb. It is true that Mr. Barber is not a very lamb-like looking gentleman, nor do we mean to call Messrs. Fogg Dewar and Wheeler wolves, nor yet the members of the City Council, but it does appear as if the party up the stream had muddled the waters considerably more than the lamb below. One thing is very certain. Whether the action of the City Council in this matter is just or unjust, it must have seriously damaged the professional reputation of Messrs. Barber & Barber, and no body of men, not even the gentlemen who have composed the Council of 1884, have any right to lightly play with the professional reputation of those they have employed. No doubt the

real facts of the case will be made public in the lawsuit for damages which, it is said, the architects have entered or are about entering against the city, and it will then be seen how far the Council have been justified in their action. It is to be hoped, and it is pretty certain that the new Council will avoid the errors so generously committed by their predecessors in office. The City Hall has been bungled from the commencement by the City Council; it is time now that twelve men of more ability took hold of the matter.

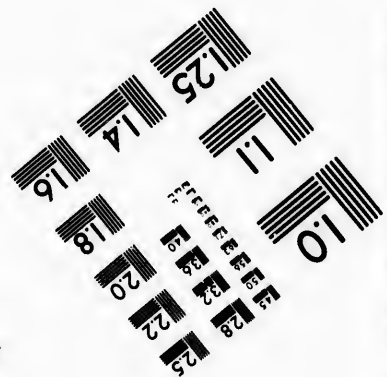
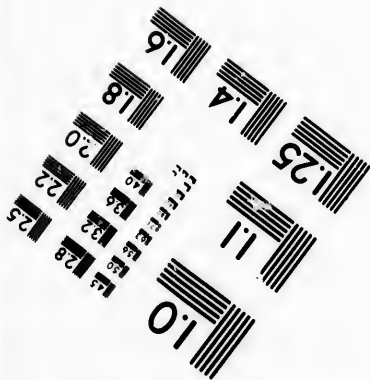
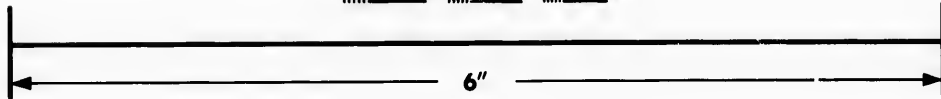
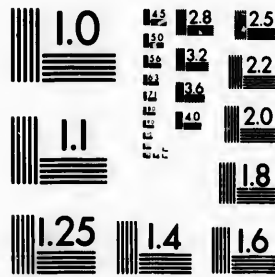
The sequel to this history will be published in the same pamphlet form as this, when the end is reached.







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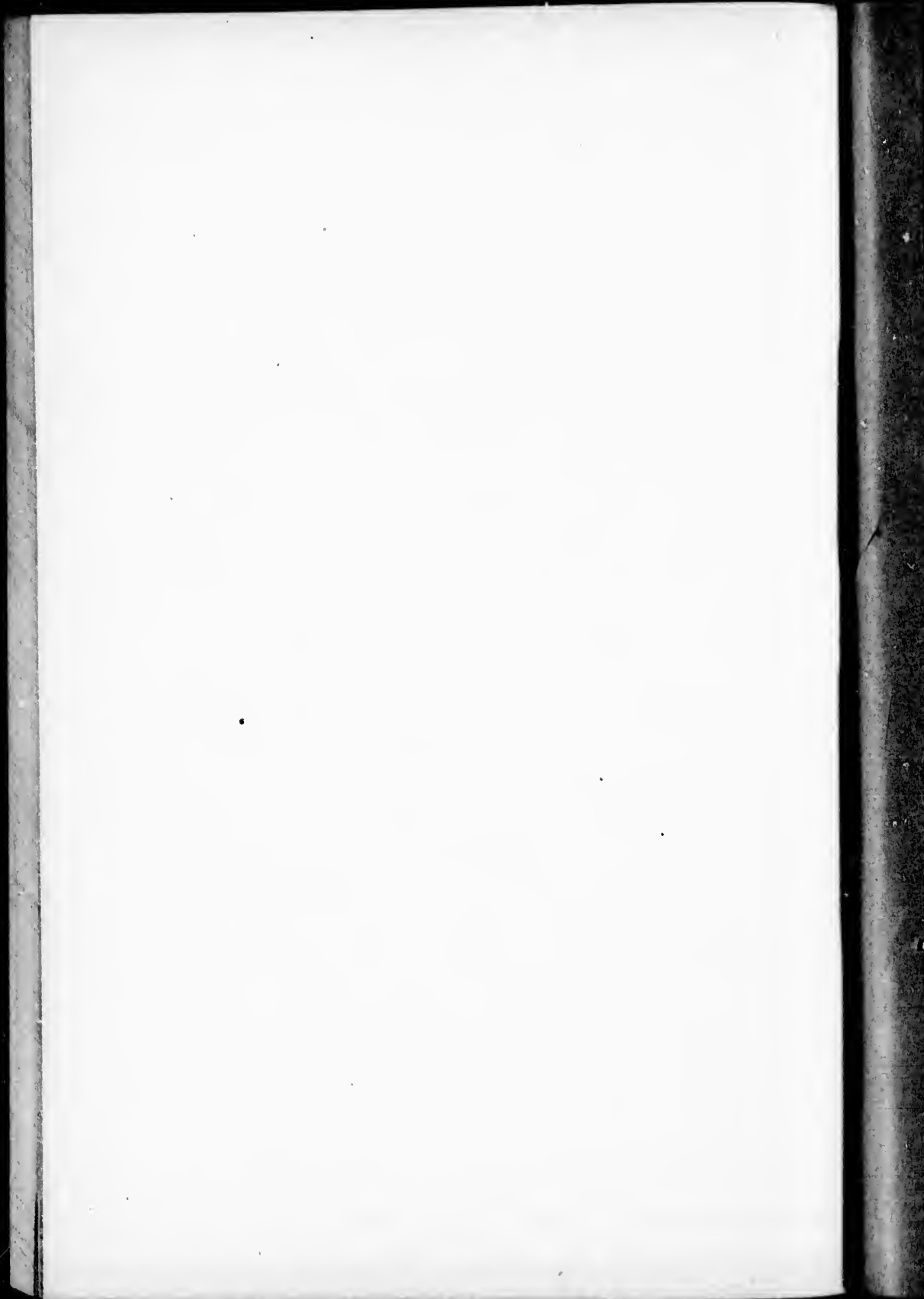


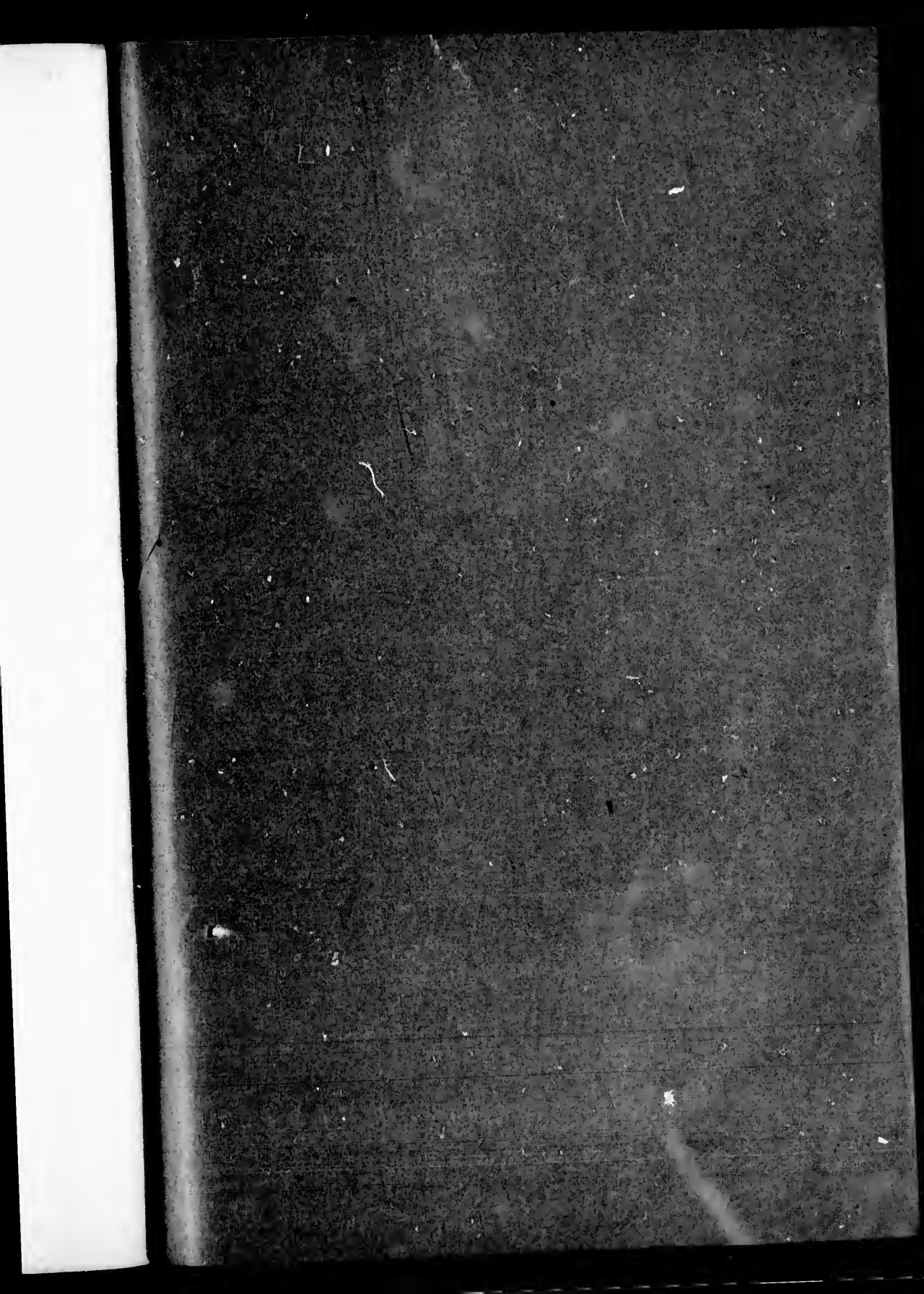
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THE NEW CITY HALL.



