

2000-13-B-19



Works Department

OFFICE OF CLERK OF WORKS
CITY HALL

Halifax, N. S., December 3rd 1919

^{AT}
~~Extract from Minutes of a Meeting of the Works Department of the City of Halifax,~~
held on the 3rd day of December 1919

D.G. STEWART ACCOUNT

Account of D.G. Stewart amounting to \$25.18 in full settlement of his contract with the City for repairs to City property, caused by the Explosion, was approved and recommended to Council for payment.

Respectfully submitted

A. Messing
Clerk of Works

PASSED CITY COUNCIL

DEC 4

CITY CLERK

F. W. W. Doane,

City Engineer.

H. W. Johnston,

Asst. City Engineer.



*City Engineer's Office,
Halifax, N.S.,*

Dec. 2, 1919 19

D.G. STEWART'S ACCOUNT

His Worship the Mayor,
Sir,

I beg to report on the final account of D.G. Stewart who had the contract for repairing damage done by the explosion to the City buildings, that most of the items in question have been certified. There is one item, \$39.93 for advertising for men, which I had certified but which the Auditor declined to pass. I certified this because I considered it was in the interest of the City that it should be certified, as, if the contractor failed to get as many good men as he could use, the cost of the work would be increased, the time covered would be greater and all such charges as superintendence, time keeper and similar items, would be larger, and the City would lose. I think this item should be paid.

There is an item of \$11.88 for lumber at the Market Building which I have struck from the account. Mr. Fegan informs me that this charge is for lumber which he condemned as not suitable and which he told the superintendent, Mr. Bennett, to return. It was not returned but lay around the Market Building for a time and Mr. Stewart claims that it disappeared. Under the circumstances I consider that the City is not responsible.

The principal items on which Mr. Stewart and myself differ were \$765 for superintendent and \$328 for time keeper. The contract provides that the City shall pay for a superintendent and time keeper. The contractor was able to dispense with the services of a time keeper and superintendent and now asks that he be paid himself for performing this service. We were entitled to Mr. Stewart's full services under the contract without any additional charge except that covered in his percentage. The claim that he could have kept the time keeper and superintendent on, is not material except for one reason, namely that if he had kept them on, the City would not only have had to pay them but would have had to pay Mr. Stewart his percentage on the amount paid them. Under the circumstances I think it would be fair to allow Mr. Stewart the percentage on these amounts, but not the original.

PASSED CITY COUNCIL

Respectfully submitted,

DEC 4

FWWD/D

F. W. W. Doane
City Engineer

.....
CITY CLERK