

Between the arbitrators, however, certain contentious points of law arose, and it was resolved to state a case under the terms and provisions of the Arbitration Act, 1908, and to seek for the Court's decision on the points at issue.

The basis of the dispute is that the contractor, Ellisdon, claimed from Mr. Basten the moneys outstanding under the contract, and Mrs. Basten counterclaimed a sum which included, inter alia, penalties for the non-completion of the contract within the time specified in the contract conditions. It was admitted that a large number of "extras" were authorised, entitling the contractor to an extension of time. Such extension was not fixed at the time the "extras" were ordered. The contractor claimed that in consideration of the fact that "extras" had been ordered, and no extension of time allowed, then the clause imposing penalties for the non-completion of the contract should not be enforced, but should be waived, or in legal terminology, "set at large."

Clause 22 of the contract conditions reads as follows:—"If the contractor shall fail to complete the works shown in the plans and specifications within the time provided by the contract, or within any extension of time allowed by the architect, or by these conditions, the contractor shall pay or allow the employer the sum of £10 per week as liquidated damages during every week in which the work shall remain unfinished beyond the time allowed."

Mr. McVeagh appeared for Mrs. Basten, and Dr. H. D. Bamford for the contractor, Ellisdon. The hearing was confined to legal argument, in the course of which it was stated that the sum claimed under the penalty clause by Mrs. Basten was £110-11 weeks at the rate of £10 a week.

His Honor said he would take time to consider his verdict. The judgment appears on p. 809 of this issue.

CHRISTCHURCH.

It is proposed by the Old Boys Association of Christ's College to re-erect Mr. Flower's house as a memorial to the Old Boys who had fallen in the war. It is estimated that the building will cost £7,000.

A proposal to sell a block of municipal property in Sydenham brought a counter proposition from a City Councillor last month to utilize the section for building workmen's homes. The Mayor, (Mr. H. Holland), said the Works Committee, which recommended the sale of the property, had gone into the question of erecting municipal houses upon it, but had decided that in view of the present price of materials such a course was impossible. Councillor Hayward, chairman of the Works Committee, said the only way the erection of workmen's dwellings upon the property by the Council would pay would be to erect them in terraces, and people out here would not stand terraces. The section was not worth erecting detached cottages upon. The property stood on the books of the Council for £4,000, but the Council would be lucky if it secured £1,500 for it. The place had been locked up a long while, and was at present an eye-sore. If the Council could secure £1,500 for the property, in the interest of the city, it should sell it. An amendment by Councillor McCullough that the clause be referred back to the Works Committee was lost, and that committee given authority to sell the property.

NELSON.

The Nelson Anglican Cathedral, which has been showing the effects of age during the past few years, and which occupies the most historic and picturesque site in the little city, has lately had its appearance considerably changed. In the interests of safety, it has been found necessary, after taking the advice of two architects, to remove the tower and steeple of the building, which is built of wood. The question of providing funds for erecting a new cathedral was put before the recent meeting of the Diocesan Synod, and a Bill providing for the creation of a Chapter and Cathedral Erection Board was passed. Bishop Sadler, in introducing the Bill, said that they had the finest church site in New Zealand, and that whatever building was erected on such a site in future should be of a permanent character.

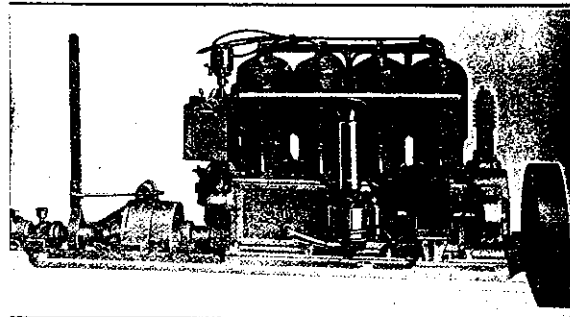
OTAGO.

Tenders were called recently by Mr. Stanley C. Roberts, A.N.Z.I.A., for the erection of a large residence in Oamaru stone, rough cast on the outside and finished with granite plaster inside. The structure will be two storied and covered

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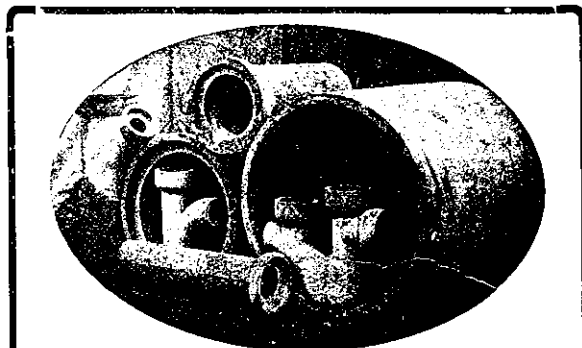
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