



"Everything For The Builder"

CHAPPELLS LIMITED

ESTABLISHED 1888

LUMBER

MILLWORK . BUILDER'S SUPPLIES

PHONE 564-4455

Sydney, N. S.

P. O. BOX 758

July 2, 1963

Honorable Mr. Justice Vincent MacDonald,
6422 Jubilee Rd.,
Halifax, N.S.

Dear Sir:

Now that the Supreme Court of Canada has upheld the decision of Judge Parker and your own in the case between the Municipality of Cape Breton and Chappell's Limited, I wish to congratulate you both and express our sincere thanks for the clear-cut, down to earth decision you rendered in the Appeal Court of Nova Scotia. I can assure you that your decision was very comforting to us, and also a strong factor in us insisting to the Phoenix Insurance Co. that there be no compromise and that we go to the Supreme Court of Canada.

During Christmas holidays, Claude Richardson, Q.C. of Montreal was in Sydney and his Father-in-law, Mr. Charlie Mason asked me to bring him the findings of Judge Parker and that of the Judges in the Appeal Court of Nova Scotia. This I did, and before leaving for Montreal, Claude came in and said:

"I have spent considerable time on these briefs and I believe you will find that the Supreme Court of Canada will uphold the decision of Judge Parker and Judge MacDonald. Their knowledge and experience, to my mind, outweigh all the others. It will certainly be recognized in the Supreme Court of Canada."

Possibly you have wondered if there ever was a contract. I can assure you there wasn't. First it was - "Come down and put up a stage and fix a window". Next - "Repair the belt of copper flashing." This flashing was just nailed on and did not require a Sheet Metal worker. Our foreman was told by Mr. Carmichael that he did not know how much work they would do, and that it would be from day to day, and he wanted a ^{check} check on the expenses every two or three days. Later he was told there was a hole in the gutter and our foreman was called down about that.

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Mr. Carmichael was told by Mr. MacInnis that we did not have Sheet Metal workers.

"Can you get one?"

"Yes, who do you want?"

In the end, he selected Mr. Garland to come down and fix it. At no time was there any agreement as to who would pay Garland or what he would be paid. Actually to my mind, we were just the owner's agent.

During the case our Lawyers took the stand that the County had not proven any contract and did not think it up to us to do their work. Whether right or wrong, it was their decision that we not put our foreman on, possibly to be questioned and some doubt arise by the answers he might give.

Again, thank you very much.

Yours very truly,

CHAPPELL'S LIMITED

Claude C. Chappell

CLAUDE C. CHAPPELL
PRESIDENT

CCC-gg

The Law Courts,
Halifax, N. S.,
July 12, 1963.

Mr. Claude C. Chappell,
Chappell's Limited,
P. O. Box 758,
Sydney, N. S.

Dear Mr. Chappell,

Please accept my belated acknowledgment of your letter of July 2nd upon the subject of which, however, I must refrain from any comment.

Please give my regards to Claude Richardson next time you see him.

Yours very truly,