

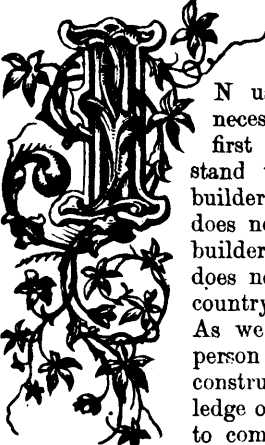
THE CANADIAN MECHANIC MAGAZINE AND PATENT OFFICE RECORD

Vol. 4.

JULY, 1876.

No. 7.

BUILDERS, AND THEIR RESPONSIBILITIES.



IN using the term "Builder," it is necessary that we should, in the first place, explain who we understand to come under that title. A builder may be a contractor, but it does not follow that a contractor is a builder; between these two terms there does not appear to be drawn, in this country, the proper line of distinction. As we understand it, a builder is a person who is master of the mode of construction, which includes a knowledge of all the other trades necessary to complete a perfect edifice of any kind. A contractor may have no knowledge whatever of the details of construction, or he may know only one particular trade, such as masonry, carpentry or painting, and, therefore, when he tenders for the construction of a building, he is simply a contractor, one who contracts for a certain sum of money to carry out certain work in accordance with specifications and drawings. Builders in the full sense of the term are not numerous in Canada. In Montreal we have but few who could be so classed; all the rest are only contractors with a knowledge of one particular trade, and such a superficial acquaintance with the other building branches as to be often an impediment to the progress of the work undertaken.

The responsibilities of a builder, according to the law of the Province of Quebec, are very great. For ten years he is answerable for giving way of any part of the structure he has erected, arising from causes that can be laid to his door. Not even if he can show that the architect was incompetent, and the strength of the materials provided for in the specification was inadequate for the purpose required, will it exonerate him from the responsibility; not even if he enters a legal protest, and yet still goes on building, can he claim exemption from the law that makes a builder, in this Province, for ten years responsible for his work. In certain cases this law is a very hard one and requires modification.

The reason why we have so few competent builders

in Canada is because so few thoroughly learn the business, so few in fact are educated to it as in England. There a young man generally serves his apprenticeship, perhaps for seven years, in acquiring a knowledge of this most important branch of the architectural profession. It does not follow that he should be able to use the tools himself in all the trades that appertain to the business, although many, in the mother country, are master workmen in nearly every branch; but he should possess a perfect knowledge of all the practical methods of construction, the value of building and decorative materials, the strength and quality of iron, and the quality of cements, mortars, &c. He should likewise be a good book-keeper to keep his accounts correctly, and sufficiently of a draughtsman to draw out all his own working plans. When an architect has the good fortune to have a tender accepted from a builder—in the term as we understand it—he feels that he can place reliance on the work being properly executed during his absence; but when, on the other hand, he has to deal with a person who has a knowledge of carpentry only, and no knowledge of masonry or other portions of the work, as too frequently happens to be the case, his time, from the laying of the first foundation stone until the key is turned in the door of the building when completed, is often a period of anxiety and vexatious disputes about inefficient work and the use of improper materials. The contractor in such a case, not being a trained judge of work to which he has not been educated himself, cannot understand the points of objection raised by the architect, and too frequently sides with those he employs to undertake branches of the business with which he has no acquaintance.

To obviate this difficulty, architects frequently have to accept contracts for a building in separate portions; masonry, carpentry, roofing, painting, &c., being undertaken by separate contractors; but in such cases, he is more than trebling his own superintendence, when one skilled builder could have better performed the work. We do not mean to infer that because we approve of a professional class of builders, we are to endeavour to shut out those carrying on other branches of building and thus making a monopoly; we merely consider that the builder should become the party under whom they should contract, instead of coming into direct contact with the architect, and the builder should be the only one