

respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements on part herein contained, such refusal, neglect or failure being certified by the Architect, the Owner shall be at liberty, after three days written notice to the Contractor, to provide any such labor or materials, and to deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this contract; and if the Architect shall certify that such refusal, neglect or failure is sufficient ground for such action, the Owner shall also be at liberty to terminate the employment of the Contractor for said work and to enter upon the premises and take possession of all materials thereon, and to employ any other person or persons to complete the work, and to provide the materials therefor; and in case of such discontinuance of the employment of the Contractor, he shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the Owner, in finishing the work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, either for furnishing materials or for finishing the work and any damage incurred through such default, shall be audited and certified by the Architect, whose certificate thereof shall be conclusive upon the parties.

13th. And it is hereby mutually agreed between the parties hereto, that the sum to be paid by the Owner to the Contractor for said work and materials shall be—subject to additions or deductions on account of alterations as herein before provided, and that such sum shall be paid in current funds by the Owner to the Contractor, in instalments as follows:

It being understood that the final payment shall be made within — days after this contract is completely finished, provided that in each of the said cases the Architect shall certify in writing that all the work upon the performance of which the payment is to become due has been done to satisfaction; and provided further, that before each payment, if required, the Contractor shall give the Architect good and sufficient evidence that the premises are free from all liens and claims chargeable to the said Contractor; and further, that if at any time there shall be any lien or claim for which, if established, the Owner or the said premises might be made liable, and which would be chargeable to the said Contractor, the Owner shall have the right to retain out of any payment then due, or thereafter to become due, an amount sufficient to completely indemnify against such lien or claim, until the same shall be effectually satisfied, discharged or cancelled. And should there prove to be any such claim after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging any lien on said premises, made obligatory in consequence of the former's default.

14th. It is further mutually agreed between the parties hereto, that no certificate given or payment made under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract either wholly or in part, against any claim of the Owner, and no payment shall be construed to be an acceptance of any defective work.

15th. And the said Owner hereby agrees with the said Contractor to employ, and hereby employ to provide the materials and to do the said work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contract to pay the same, at the time, in the manner, and upon the conditions above set forth.

16th. And the said parties for themselves, their heirs, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

In Witness Whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

In presence of

CONDITIONS OF "MEASURED DRAWINGS" COMPETITION OF THE ARCHITECTURAL GUILD OF TORONTO.

THIS competition is only open to students of not more than four years standing in the offices of members of the Guild, and a certificate to that effect signed by the architect in whose office the student may be, must accompany each set of drawings.

All drawings are to be sent in under "motto," or "cipher," *fac simile* of motto or cipher to be enclosed with certificates.

The drawings must be made in Indian ink, on white paper, to allow of the drawings being illustrated.

The subject of the competition is the "Eastern Entrance of the University Buildings," Toronto, and the following drawings are to be made:

- 1st. Plan to $\frac{1}{2}$ inch scale.
- 2nd. Elevation, to $\frac{1}{2}$ inch scale.
- 3rd. Section, to $\frac{1}{2}$ inch scale.
- 4th. Elevation of capitals on south side with 12 inches of the column, and 18 inches of the arch, $\frac{1}{4}$ full size.
- 5th. Sections through arches and columns, $\frac{1}{4}$ full size.
- 6th. Drawings of the wrought iron work, $\frac{1}{4}$ full size.
- 7th. Drawing of one capital, full size.
- 8th. Drawing of wrought iron latch, full size.

All drawings to be addressed to Mr. S. G. Curry, Mail Buildings, Toronto, and to be sent on or before the 1st November, 1888.

Each competitor may submit less than the full number of drawings called for, but the decision will be made by allowing marks according to merit on each drawing, and any competitor omitting a drawing will lose the full marks allotted to that drawing. Marks will be allowed for neat and orderly arrangement of drawings on the sheets.

The competitor who receives the highest number of marks, will receive a prize, consisting of books to the value of \$15.

The award will be made by a committee of the Architectural Guild.

THE QUEBEC SHIELD OF 1759.

J. M. LE MOINE, in his standard work on the old capital "Quebec Past and Present," thus describes the famous French shield, which the antiquarian researches of Mr. J. M. O'Leary, of Ottawa, have recently near the end:



THE JESUIT COLLEGE AT QUEBEC—1657-1878.

"On one of the city gates existing at Quebec in 1759 (probably the most fashionable and most used under French rule—Palace gate) was hung the trophy shown above. The shield, made of oak, measures 44 by 36 inches. The cleaning and varnishing have brought out the colors of the stones in the crown, as well as the gilding and color of the order of *Saint Esprit*, which

a long list of its mayors, the first of which was sworn as such in the year 1500, before which time a bailiff was the chief magistrate; the list commences in 1500. Near it the arms of France is fixed, largely carved on wood, and painted with proper colors, with embellishments, and was presented to the corporation by one of the officers (a jurat of Hastings) who was at the reduction of Quebec, where it was fixed over one of the gates of that city, all of which is inscribed in a tablet under the arms."

In this same magazine for the year 1792 the following letters appear, bearing date the 20th January:

"The shield represented in plate III, figure 3, was taken from off one of the gates of Quebec in the year 1759, and was presented by General Murray to the corporation of Hastings. As this trophy commemorates so noble a conquest, and the inscription does honor to the General who made a present of it, the insertion of them in your magazine will oblige,

Yours, &c.,

"TILCONNENSIS."

"This shield was taken from off one of the gates of Quebec at the time that a conquest was made of that city by His Majesty's sea and land forces, in the memorable year 1759, under the commands of the Admirals Saunders and Holmes and the Generals Wolfe, Monckton, Townshend and Murray; which latter being appointed the first British Governor thereof, made a present of this trophy of war to this corporation, whereof he at that time was one of the jurats." ("Quebec Past and Present," pages 357-8.)

OUR ILLUSTRATIONS.

MONTCALM'S HEADQUARTERS
AT BEAUFORT—1759.

THE old Seigneurial manor of the Duchesnay at Beaufort—the Marquis de Montcalm's headquarters, during the memorable siege of Quebec, in 1759, was until its destruction by fire in 1879, an object of unfailing interest to tourists visiting the famous falls of Montmorency, three miles to the east of it. Seigneurial stone manors in the Province of Quebec are getting scarcer every day. The ideas of modern comfort are ill suited for the inmates of these grim solid structures, with walls three feet thick, peaked gables and small grated windows, to protect them against Indian aggression in times of peace.

A circular plate of lead, much injured by fire, bearing an inscription, was found in its ruins in 1880; it contained some coins and the remnants of some documents which crumbled to dust when exposed to the air. The inscription, which gave rise to a lively antiquarian discussion, ran thus:

I. H. S. M. I. A.
LAN 1634 I.E

NTE.
25 IVI LETIETE—PLA.
Premiere, P. C. Giffart.
Seigneur De. Ce. Liev.

The first line was made to read thus: "*Jesu hominum Salvatore, Maria immaculate auspice*" Jesus the Saviour of men, under the auspices of Mary Immaculate.

The full particulars of this famous disquisition appear on pages 440-48 of "Picturesque Quebec." It seems to have been coeval with the first Seigneur of Beaufort, surgeon Robert Giffard, who settled there in 1634, with his Perche le Norman colonists. Seigneur Juchereau (Duchesnay), its occupant in 1690, during the siege by Admiral Phipps, was ennobled by Louis XIV for his valiant defence of the place. For close on two hundred years the manor was occupied by the warlike Duchesnay family; a living descendant, the portly Lt.-Col. Theodore Duchesnay, Deputy Adjutant General of Militia at Quebec, was born there, as well as his sister, the late Madame Robert Le Moine, nee Emma Duchesnay.

The Duchesnay manor was sketched by the late Col. Benson Lossing, the historian of the American Revolution and of George Washington, and appeared in *Harper's Magazine* for January, 1859.

It was from this hoary tenement that the heroic General de Montcalm issued at six o'clock on the morning of the 13th September, to meet in deadly combat, his worthy foe, Major General James Wolfe, on the Plains of



surrounds the *Fleur de Lys*. The scroll is colored green, and the inscription is in gold letters on a black ground.

In a topographical description of Hastings, in Sussex, England, published in the *Gentleman's Magazine* for 1786, is found the first mention of the shield, in the following paragraph:

"The Town Hall over the market place, is a modern building, erected in 1700. In a frame hung up in it, is