

pose in keeping the contractor till the time of completion to which he has agreed, this is clearly to be a disadvantage of it, and cases where a builder who has honestly tried to keep his promise has been obliged to suffer for a few days' or even weeks' delay beyond the contract time of completion of his work, in an experience quite unknown. We think that the rights of both parties are better guarded by providing that forfeiture shall not be exacted for delay from lateness which in the opinion of the architect could not have been reasonably foreseen or avoided by the contractor than by the Canadian clause, requiring the architect to extend the time of completion in case of strikes or inclement weather but either is better than to set up, as the American rule will do, a struggle between the owner and the builder, to see who can exert, at the end of the life work, most money that he has not earned, and is not justly entitled to, from the other.

One more point that should be carefully considered by all the projectors of improved building contracts is that of arbitration. Most of the old forms of contract, and many of the new ones, provide that disputes between builder and owner shall be settled by two arbitrators, one chosen by each party, who shall choose a third, and the award of a majority of the arbitrators shall be final. At first sight, this method of settling controversies has a certain charm, but to most architects it soon loses its attractiveness, and so good a lawyer as Sir Edmund Beckett denounces it in unmeasured terms. On no account, as he says, should a building contract contain an arbitration clause, which simply commits the owner to the most expensive kind of lawsuit over every trifling affair that the builder may choose to require him to "leave out." Moreover, as a builder's claim in court must be sustained by sworn evidence, subject to severe cross-examination, and to the opinion of the architect, whose testimony generally determines the case, while any sort of story may be palmed off on arbitrators, and an unscrupulous man is more likely to get something awarded to him that he ought not to have by arbitrators than by a jury, the arbitration clause sets a premium on quarrelsomeness and bold falsehood. Fortunately, perhaps, the ordinary arbitration clause in a building contract is not binding. The rule is that an agreement between two persons to "oust the courts of their jurisdiction" is void, as contrary to public policy, and until the award of the arbitrators is made, either party can refuse to be bound by it, and apply to the courts. After it is made, however, under ordinary circumstances, there is no appeal.—*American Architect and Building News.*

HALIFAX.

(Correspondence of the CANADIAN ARCHITECT AND BUILDER.)

JUST before the advent of spring the prospect of a busy building season was fully commented on—it seemed a foregone conclusion that there would be quite a rush of work. Then the brick makers, lime burners and lumber dealers, in their active preparations to meet pressing requisitions, made the usual increase in the price of building materials. The mechanics and laborers, after their long winter rest, were eager to commence operations. The architects were busy preparing plans for contemplated new work, which, with that remaining unfinished from last year, reasonably justified the prevailing opinion that the building record of the "Ambitious City" for 1888 would surpass that of last year, and that there would be plenty of work for all hands at the same rate of wages. With such a prospect in view general satisfaction prevailed. But unfortunately, the usual discord and strife among the unions stopped all work, and although a settlement has been made between the Builders' Exchange and the workmen by the unions waiving their unreasonable demands, still the strike has had a bad effect, and has damped the order of those about to build. Consequently there is very little work in progress now, compared with what there would have been had no such strike occurred. The building public seem to have taken a comprehensive view of the situation, for the estimates for the work that has been tendered on so far I have been greatly in excess of last year—so much so, that few contracts have been put up to the present time, but we hope for the best, and I do not further disruption takes place this work may be again estimated on and proceeded with, and the balance of the season may be a very busy one indeed.

Following is the record of the buildings for which permits have been issued up to May 31 by the building inspector as taken from the books in his office, but as I have previously remarked this record is not by any means a correct statement of all the buildings in course of erection, as the builders not being under any pecuniary obligation so to do, neglect to make the required entries:—Mr. V. Stewart, a brick dwelling on York street; Mr. Milne, a new plate glass front, corner of Bruce and Rebecca streets; Mr. Thomas, 6 dwelling houses on James street; Dr. Farwell, 3 dwelling houses on Napier street; Mr. Taylor, 1 dwelling house on Emerald street; Mr. Warwick, 1 dwelling house on McCoo street; Dr. James, 1 dwelling house, Vine street; 1 dwelling house, Napier street; Mr. Brooks, 3 dwelling houses, York street, between Hep and Caroline streets; Mr. Poine, 2 dwelling houses, Charles street; J. Bell, new plate glass front, 117 Rebecca street; Mallock & Gibson, a brick store on Bay street south; Mr. Hamilton, 1 dwelling house on East Avenue; Mr. Davis, 1 2-story factory at 156 Catherine street; Mr. Martin, 2 stores on James street north.

The building of our new city hall has commenced, but is retarded by the action of the labor unions. Matters are now being settled, however, and it will be pushed on with energy. The plan for the proposed new Y. M. C. A. building are being prepared, the required amount for the erection of the same having been already subscribed, and as soon as the site is secured the plans will be submitted for tendering on.

The old clock factory here has been purchased by Wright & Company, of this city, who purpose making extensive alterations in and additions to the present building.

It is very gratifying to see the great change for the better that has taken place in the construction of the modern tenement houses in this city, and I presume the same can be said for all other cities in the Province. Old buildings are being remodelled with sanitary and other improvements, and additions made to them so as to bring them up as much as possible to the present style and requirements, for it is a fact well known to real estate agents that, not

withstanding the respect due to old style architecture, the newly erected houses in the so-called modern style sell at much higher figures in proportion to cost of erection than can be obtained for the more substantially erected buildings of the old style. It is proper to add that it should be so. It is hard to understand why we of the 19th century should regard it as the proper thing to implicitly follow the old style of architecture, either in the erection of our churches, shops or dwelling houses. Hamilton, like other cities, can boast of many very handsome, well designed buildings, and their boldness in the suburbs, but the majority of those erected within the last few years, especially, are characterized by lack of architectural design in exterior appearance or internal arrangement. The lamentable state of things exists owing to the fact that parties about to build do not understand the value of having their plans prepared by duly qualified architects, and the construction carried out under their superintendence, but on the contrary they submit their ideas to a carpenter or bricklayer who prepares a plan according to his own "practical knowledge," you know, which he submits with his estimate of cost of erection, coupled with the assurance that by the adoption of the same the services of an architect can be dispensed with and his fees saved. It is to be hoped that this penny wise and pound foolish idea will be soon discarded and better judgment prevail.

There have been a number of dwelling houses erected here within the last few years to let on the progressive payment system, and most of them have been so disposed of, but this mode of priority is falling into disrepute. At first sight the idea is plausible enough, but then the gild wears off after the first few years. When consideration is given to the actual cost after all is paid, the possibility of instability to make the regular payments and consequently the probability of losing all that has been paid as well as all title or right to the estate—such reasoning has very properly decided the people to first obtain possession of a lot, then borrow the money on mortgage at a five rate of interest, and contract for the erection of their home at the lowest cost,—when, with a reasonable rental, the principal and interest could be paid off in ten from to fifteen yearly instalments. Probably more than half of the dwelling houses now being built are done in this way.

Quite a number of tenement houses would also be erected here if the end would justify the means—that is to say, if the rent received would pay eight per cent. on the outlay after deducting for taxes, and providing a sinking fund of 1 per cent. for wear and usage. The question arises, can this fair investment be made under the existing order of things? The population of our cities is increasing, and dwellings must be had for them, but although workmen's wages have largely increased within the last few years, the parties so benefited show no disposition to pay higher rent for their homes.

MONTREAL.

(Correspondence of THE CANADIAN ARCHITECT AND BUILDER.)

ANYONE arriving in the city at this time would be impressed immediately with the fact that an extensive building boom had struck the city. Work is being pushed forward in all parts of the city, and St. James street, the principal thoroughfare, is quite a transformation scene, for on this street alone there are at least eighteen new fronts in construction, and this, with five imposing edifices, will make St. James the finest street in the Dominion.

The McKee property also re-modelled at a cost of \$20,000, by Messrs. Rice, Shapley & Co. The architecture will be of the Elizabethan order. Mr. J. J. Brown is the architect.

Plans will be asked for the new Young Men's Christian Association building on Dominion Square next month. The present building on Victoria Square is for sale.

The resumption of the old offices of the Canadian Pacific Railway has been commenced. The foundations have been examined by Mr. C. Clifton, of New York, the architect who is superintending the work for the Imperial Life. It is found necessary to take down the two wings, and then the foundations would not be strong enough for the extra weight which is to be added.

The impression that the cost of building is greater this year than usual has somehow gained ground among investing investors, and statements to this effect have been made in the papers here. During the winter mechanics and laborers were asking for higher wages, and many capitalists held off, but this does not apply to the present time, and as the men will now take less, it is a fact that the cost of building is actually lower than last year.

WINNIPEG.

(Correspondence CANADIAN ARCHITECT AND BUILDER.)

THE architects in this city at present have very little work, but hope that business will improve shortly. There are a few small private houses being built in and around the city, mostly frame. Work has commenced on the new buildings for the General Hospital. Mr. Zindorf, contractor, has a large gang of men at work on the R. V. R. brick works. Mr. Louieau, contractor, has commenced work again on the St. Patrick asylum which was stopped for the winter. Tenders are invited for a 2-story hospital, 100 feet long, at the corner of St. Joseph and St. Charles streets. Tenders for a 2-story hospital at Neepawa, and are preparing plans for one at St. Jean Baptiste on the R. V. R. The bricklayers have adopted the 9 hour system and 8 hours on Saturday.

The Salvation Army Barracks at London, Ont., will cost \$14,000.

Reports of active building operations come from Peterborough, Ont.

The contract for the new Baptist church at Perth, Ont., has been let to Mr. Ireland.

A close finished with red cedar shelves and drawers is said to be death to moths and insects.

An investigation into the affairs of the St. John, N. B. Building Society, has revealed a deficit of \$66,000.

The Hamilton plasterers have agreed with the employers on a rate of 29 cents per hour for the current season.

The extension of McVillie Presbyterian Church, Cote St. Antoine, Que., will cost from \$3,500 to \$4,000.

The building being erected for the Salvation Army at Stratford, Ont., will be 30 feet wide and 30 feet deep with a stone basement 6 feet. The estimated cost will be about \$9,000.

The monthly average of buildings erected in Vancouver during the first three months of the present year was 75.

Work has been commenced on the iron bridge across the Wel land River at Port Robinson. The cost will be \$3,000.

Penacingshire recently voted \$100,000 for harbor improvements; Orillia, \$15,000 for waterworks and electric light.

The station and viaduct which the C. P. R. is building at Montreal will cost, apart from the ground required, about \$1,500,000.

The plans of Mr. W. J. Sault, architect, Toronto, have been accepted by the Port Hope Board, for a new school building to cost \$18,000.

The town of Fort Arthur has decided by a vote of the citizens that it is preferable that the new waterworks system for the town should be constructed and owned by a private company, instead of by the corporation.

A pile driver which was being moved from one point to another in the construction of a new bridge at Sutton, Ont., fell over upon Mr. Myers, father of the contractor, and Mr. Thos. Barker, killing both men instantly.

The following were the successful tenders for materials to be used in extending the waterworks system of Kingston, Ont.:—Cast-iron pipe and special casings, A. Garsthorpe, Hamilton; pig-lead, Jas. Robertson, Montreal; hydrants and valves, Stevens & Burns, London. The cost of labor will be about \$3,000.

Westminster Columbia.—About thirty-five new houses are in course of erection in this city, and plans are being prepared for nearly as many more. The class of buildings now being erected is far superior to the average dwellings which have been erected heretofore, and though rents are higher, nearly every house is leased before finished.

Architect Henri Mallage has forwarded to the railway commission at Ottawa the plans he had been requested to prepare by the town council of Longueuil for the proposed bridge across the river opposite the city. If a favorable opinion is received from the commission a joint stock company will be formed for the construction of the bridge. According to the plans the structure will be a gable one and will cost \$2,000,000. It will begin on the Montreal side of the river at Point Charles, near Quilvic's mill, and with a gradual ascent will span the main channel, 60 feet above the low water level, and with a gradual descent will cross St. Helen's Island ending on the Government common on the south shore above the town of Longueuil. It will be constructed of iron and will be wider than the Brooklyn bridge, which is 80 feet wide.

THE LUCIGEN LIGHT.

THE Lucigen Light is attracting much attention throughout Europe. The great light giving capacity of this new invention is such that the largest areas may be freely lighted at a merely nominal cost, as the Lucigen is an oil burner.

The inventor started out with the original intention of introducing his light to meet the requirements of railroad construction and other similar work which demanded strong and brilliant illumination, coupled with portability, out it was not long before a thousand and one uses appeared to which this light could be put, and hence its popularity abroad.

It is said that ship owners, whose vessels ply the English channels, intend introducing the Lucigen on their ships, supplanting the red and green light now in common use, and so frequently found to be invisible or deceptive in a slight haze. One or two Lucigens, it is claimed, would light up a ship and the surrounding sea so clearly that the masts, spars and hull of the vessel will be visible for miles; this has been unsuccessfully tried with electricity, but the blinding glare of the electric light was proved to render all but itself invisible; with the Lucigen the object sought for seems to be entirely possible.

This new light has great diffusive power and broad glow of light, and combined with its extreme simplicity have led to its adoption in all the important engineering and shipbuilding centres in Great Britain. If the reliable reports that we bear, speaking in such glowing terms of this new light, bear the test of practical use, a very important lamp has been discovered.

As colors undergo apparent modification according to their position and the quantity and the direction of the light falling upon them—a color on a horizontal plane, for instance, showing a different hue from that displayed on a perpendicular surface—it is always well before applying colors and tints to walls and ceilings, to attach a sample of the proposed color, painted on the paper, to the surface, this being the only correct way of selecting the most suitable hue or tint.

For a nicely decorated wall, flat the stiles straw color; the inner panel a very faint pearl tint; the band surmounting centre of oval white. Work on the centre, painting in colors of natural tints, kept in half tones; corner roses to be worked in deeper shade of straw and heightened white, the line surmounting the oval, a deep straw; and the line on the edge of white margin, gold, outlined with straw color, first line of square panel, straw color; middle line, gold; band between the two, a light pearl tint; outer line, a deep pearl tint.