

## MUNICIPAL ENGINEERS, CONTRACTORS AND MATERIALS

tractors. The principal, immediately after executing a general contract with the owner, should for his own protection, as well as the protection of the sub-bidder, execute some satisfactory form of contract of agreement with each lowest sub bidder.

**ARTICLE 5.** Payments to Sub-Contractors. Unless the contracts made with sub-contractors otherwise provide, payments during the progress of the work should be made by the principal contractor to the sub-contractors upon the same basis of payment, in relation to amount of work performed, as is prescribed in the contract made by the principal contractor with the owner.

Final payment to a sub-contractor should be considered as due at the expiration of thirty days after the completion of his work and its approval by the architect or owner, unless otherwise provided by the sub-contract or agreement.

**ARTICLE 6.** Submission of Bids by Sub-Contractors.—Sub-contractors in submitting bids to principal contractors should enclose them in the envelopes prepared by this Association and kept on hand for the use of sub-bidders, or should endorse the envelope in which they are enclosed in such manner that principal contractors may know whom the bids are from, what portion of the work they comprehend, and the particular building they apply to.

Sub contractors who fail to so enclose and endorse their bids cannot claim protection or redress under the first article of this code.

**ARTICLE 7.** Obligation of Sub-Contractor to Principal Contractor.—Should a sub-contractor refuse to contract at the amount of the estimate he has given to a principal contractor, who has used the said estimate in good faith, he then should be liable to the said principal for damages in amount not less than the difference between the amount of the estimate which was submitted by him and the amount at which the principal contractor may be obliged to contract the work.

Payment of such damages will not relieve the sub-contractor from liability to discipline under provisions of Article X. of the by-laws of this Association.

**ARTICLE 8.** Obligations of Sub-Contractors to each Other.—Any sub-contractor suspected of unfair treatment of his fellow sub-contractors will be liable to complaint and discipline under Article X. of the by-laws of this Association.

**ARTICLE 9.** Trading Sub-Bids.—Trading upon sub-bids will be considered sufficient cause for complaint and discipline as provided by Article 10 of the by-laws of this Association.

**Article 10.** Bids to Architects or Owners.—When bids for separate departments of work on a building are solicited by the architect or the owner, they should be submitted with the understanding that they are direct estimates, for which direct contracts are to be made by the owner with the lowest bidder, and no other disposition of such bids should be permitted without consent of the bidder submitting the same.

Sub-bids should be given only to the principal contractors who are estimating the work in question, and should not be left with architects or owners for the inspection and information of principal contractors. Sub-contractors must understand that bids thus left with architects or owners are in great danger of losing their confidential character, and that if they so leave them they cannot claim protection or redress under the first article of this code.

**SUGGESTIONS.**—Members of this Association having sub-contracts to let or material to buy should, as far as may be consistent with business principles, deal only with members of the Association, or

at all events give their fellow members an opportunity to compete, and then give them the preference, other things being equal.

All bidders should take cognisance of the danger they may be subjected to through the practice, so prevalent in some architects' offices, of making changes in plans or specifications, or in both, during the progress of estimating. Correction of this pernicious practice can only be obtained through refusal by contractors to estimate under such conditions.

**DEBENTURES PURCHASED**

Municipalities issuing debentures, no matter for what purpose, will find a ready purchaser by applying to **G. A. STIMSON, 9 Toronto Street, Toronto.** Any assistance required in computing calculations in connection with sinking fund, etc., will be gladly given. N.B.—Money to loan at lowest rates on first mortgage.

**Imperial Trusts Company of Canada**

32 CHURCH STREET, TORONTO  
Capital, \$400,000.

The Company is ready at all times to purchase MUNICIPAL DEBENTURES, and has always such Securities on hand for sale. Allows 4% interest per annum on money, and takes charge of Sinking Funds on special terms. **J. S. LOCKIE, Manager.**

**The London and Canadian Loan and Agency Co., Ltd.**

Capital, \$5,000,000.00.

MUNICIPAL DEBENTURES PURCHASED.  
MORTGAGES PURCHASED.  
MONEY TO LOAN AT CURRENT RATES.  
103 Bay St., Toronto. - **J. F. KIRK, Manager.**

**DEBENTURES PURCHASED.**

WE will pay the highest price for MUNICIPAL DEBENTURES. We tender our services to those not having books to make for them the calculations necessary when issuing debentures payable in annual instalments. **ÆMILIUS JARVIS & CO.** (Member Toronto Stock Exchange), 23 King St. W., Toronto.

**EUREKA CONCRETE (=====  
====) PAVING COMPANY**

FOR SIDEWALKS,  
STABLE FLOORS,  
CELLAR FLOORS,  
BREWERY FLOORS, ETC

**A. GARDNER & CO.**

17 Yonge St. Arcade - TORONTO  
Telephone 2147

**W. McNALLY & CO.**

Building and Contractors'  
Supplies . . . . .

**SEWER PIPES & PORTLAND CEMENTS**

PATENT WALL PLASTER - The hardest, quickest drying and cheapest material made.

Corner McGill and Wellington Streets, MONTREAL

**THE THREE RIVERS IRONWORKS CO. ▷**

THREE RIVERS, P. Q.

MANUFACTURERS OF

**Cast Iron Water and Gas Pipes**

of best quality, from 2 inches in diameter.

**HYDRANTS, VALVES and GENERAL CASTINGS.**

**Drummond McCall Pipe Foundry Company,**

MONTREAL

MANUFACTURERS OF

**CAST IRON WATER AND GAS PIPES**

WORKS: LACHINE, QUE.

PRICES ON APPLICATION.

FOR ARTIFICIAL STONE PAVEMENTS, ROOFING GRAVEL,  
CONCRETE, ETC.

**USE CRUSHED QUARTZITE**

SILICA SAND & GRAVEL CO.

Telephone 2444

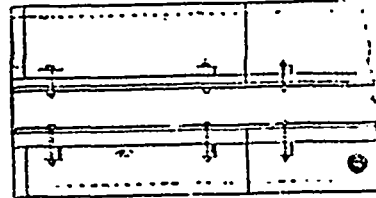
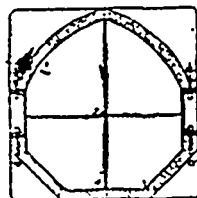
MONTREAL

15 Mill Street.

..... Write for prices delivered in your town. ....

**HERCULES INDESTRUCTIBLE CULVERT**

20 per cent. more waterway than circular form.



Unrivalled for  
Strength . Durability  
Cheapness.

Made in sizes of 20 in., 24 in., 30 in., 3 ft., 4 in. and 5 ft.

Write for prices to  
**EDWIN W. SMITH**  
344 Garth St., Hamilton, Ont.

**THE G. & J. BROWN MFG. CO.**

Railway and Contractors' Plant.

**BRIDGE BUILDERS**

BELLEVILLE, ONT.