

will be in the neighborhood of \$7,000.—George E. Mills has been granted a building permit for three two-story dwellings on King street, between Grant ave. and Emerald street, to cost \$5,000.

WINNIPEG, MAN.—The Committee on Works has decided to call for tenders at once for constructing block pavements on Fort street from Portage avenue to York street, King street from Central avenue to Bannatyne, and York avenue from Main street to Lane street east. The estimated cost of the work is \$27,000. The committee also recommends that tenders be invited for both iron and wooden superstructure of the proposed bridge over the Assiniboine river near Maryland. The cost of the work is estimated at \$22,000 and \$16,000 respectively.

TORONTO, ONT.—A Court of Revision will be held on the 9th of April for the purpose of hearing complaints against the construction of the following works; sewer on North Crawford street, cost \$3,820; sewer on Avenue road, cost \$3,392; sewer on lane north of Elm street, cost \$185; cement concrete sidewalk on east side Sherbourne street, from Queen to Shuter street, cost \$955.—Eight new cottages are to be erected at once on Hanlans Island.—Tenders are invited by Mr. John Shaw, Chairman Executive Committee, until the 5th of April for the supply of stationery and blank books required by the corporation for one year from 1st May.—The city estimates for 1894 contain the following items: Renewal of cedar block pavements, \$12,500; sewers, \$47,200; bridges, \$10,000; new stables, \$5,000; new hose, \$1,970; new steam fire engine, \$7,990.—Mr. Morgan Baldwin, Harbor Master, invites tenders until noon to-morrow (Friday) for certain dredging required in the Western channel and at the wharves and slips in the harbor. Specifications may be seen at the Harbor Master's office.—The assessment for an asphalt pavement on Queen street, from Yonge to River streets, has been confirmed by the Court of Revision.—Building permits have been granted as follows: James Eaton, alterations to stores, 80 to 88 Yonge st., cost \$5,000; W. J. McMurty, 41 McCaul st., alterations to dwelling, 184 John st., cost \$1,000.

FIRES.

Seven business places at Port Rowan, Ont., were destroyed by fire on the 21st inst. The losses are as follows: Steam's hotel, loss, \$3,500; insurance, \$2,200; Anderson's storehouse, loss, \$2,000; insurance, \$1,100; B. Killmaster, dwelling house and shop, loss, \$1,500; insurance, \$800; S. P. Mabee, shop, loss, \$700; insurance, \$200; Allan's warehouse, loss, \$1,000; William Ross, dwelling house and shop, loss, \$600; no insurance.—The Roman Catholic church at Sudbury, Ont., was burned on Friday of last week. It was a brick building valued at \$15,000; insurance, \$7,000.—The Richelieu and Ontario Navigation Company's stores at Longueuil, Que., were burned on Sunday morning, loss, \$5,000.—John Carroll's residence at Newcastle, N. B., was destroyed by fire on the 23rd inst.

CONTRACTS AWARDED.

GANANOQUE, ONT.—Mr. W. N. Rogers has been given the contract to erect a new building for Mr. James Dempster.

CHATHAM, ONT.—The Mimico Brick and Tile Company have been awarded the contract for supplying the town with drain tile for the year.

WINDSOR, ONT.—The Board of the Presbyterian church have signed a contract with Messrs. S. R. Warren & Son, of Toronto for a new pipe organ.

VALLEYFIELD, QUE.—Messrs. Belanger & Prefontaine, of this place, have been awarded the contract for the erection of the Roman Catholic church here.

MITCHELL, ONT.—The Royal Electric Co., of Montreal, have been given the contract for an incandescent plant for the town.

OTTAWA, ONT.—Mr. E. F. Farquhar, of Toronto, has secured the contract to construct thirty-five miles of the Ottawa, Arnprior and Parry Sound railway from Barry's Bay to Long Lake.

BUSINESS NOTES.

Charbonneaux & Lamoureux, plasterers, Montreal, have dissolved.

John B. Rose, of Montreal, has registered as the Dominion Ornamental Iron Co.

Louis Hughes and Joseph Brisson have formed a partnership in Montreal as contractors under the name of Hughes & Brisson.

Brouillet & Tremple have registered to carry on business in Montreal as contractors.

Beauvais & Metivier have formed a partnership as contractors at Maisonneuve, Que.

Mr. Daniel Livingstone, of the firm of Livingstone & Wright, contractors, Toronto, was accidentally killed at the city pumping station on Friday of last week.

Teagle, Darwent & Co., builders, Toronto, have assigned to James Donovan. A meeting of creditors will be held to-day (Thursday) at the office of Robert F. Segsworth, solicitor, 103 Bay street.

The Legal and Commercial Exchange report the following: W. G. Reid, George Macdougall, Thos. Watson and M. Patterson have registered in Montreal under the style of the Montreal Quarry Co.—Bernard & Goulet, contractors and masons, Montreal, have dissolved; liabilities, \$13,000.—J. N. Cote and Joseph Julian have formed a partnership to carry on business in Montreal as plumbers and steamfitters, under the name of Cote & Julian.—N. Roy and Z. St. Aubin have formed a partnership in Montreal as plumbers, under the name of Roy & St. Aubin.—Bail & Robert, carpenters and joiners, will carry on business in Montreal.

NEW COMPANIES.

PALMERSTON, ONT.—Canadian Cone Carriage Company, seeking incorporation; capital stock, \$50,000; Wm Rothwell, Secretary and Superintendent.

WINDSOR, ONT.—Canadian Typograph Co., seeking incorporation; capital stock, \$250,000; incorporators, Joseph Taylor, M. J. Dee, of Sandwick; F. S. Evans, of Windsor, and others.

YARMOUTH, N. S.—New York, New England and Canada Company, seeking incorporation; to carry on the transportation business in all its branches; E. Franklin Clements, attorney for applicants.

QUEBEC MECHANICS' LIEN ACT.

On the 8th of January last the Legislature of the Province of Quebec gave its assent to the following amendments to Chapter 46 of 57 Victoria, relating to the privileges of builders, labourers, workmen and suppliers of materials, which are here printed for the information of contractors doing business in Quebec.—

1. Paragraph 7 of article 2009 of the Civil Code is replaced by the following:

"7. The claim of the labourer, workman, supplier of building materials and builder (chief contractor), subject to the provisions of articles 2013."

2. Article 2013 of the said Code is replaced by the following articles:

"2013. The labourer, workman, supplier of building materials and the builder (chief contractor) have a right of preference upon immovables, to the amount of the increased value given by the work done or materials furnished, over any other creditor except the creditor having one of the privileges mentioned in the first six paragraphs of article 2009 (1) and shall further have a preference over all chirographic creditors upon the said immovables.

"2013a. The privilege of the labourer, workman, supplier of the materials and builder (chief contractor) ranks as follows:

1. The labourer;
2. The workman;
3. The supplier;
4. The chief contractor.

"2013b. The right of preference or privilege upon the immovable exists as follows:

1. Without the registration of the claims in favour of the debt due the labourer, workman,

supplier of materials and the builder (chief contractor), during the whole time they are occupied at the work or while such work lasts, as the case may be; and with registration, provided it be registered within the thirty days following the completion or the cessation of the work;

2. But such right of preference or privilege shall exist only for two years from the date of the registration, unless a suit be taken in the interval, or unless a longer delay for payment has been stipulated in the contract.

"2013c. The preservation of this privilege is subject to the following conditions:

1. The labourer and workman must give notice, in writing, or verbally before a witness, to the proprietor of the immovable, that they have not been paid for their work, for each term of payment due.

Such notice may be given by one of the employees in the name of all the other labourers or workmen who are not paid.

2. The supplier of materials shall, before delivery of the materials give notice in writing to the proprietor of the immovable, of the contracts made by him for the delivery of materials, and mention the cost thereof and the immovable for which they are intended.

3. The sub-contractor shall, within eight days from the signing of the contracts, also inform the proprietor or the bailleur de fonds, or either of them, as the case may be, or his agents, of the contracts he has entered into with the chief contractor.

"2013d. In order to meet the privileged claims of the labourer, workman and supplier of materials, the proprietor of the immovable may retain an amount equal to that which he has paid or will be called upon to pay, according to the notices he has received, as long as such claims remain unpaid.

"2013e. In the event of a difference of opinion between the creditor and the debtor with respect to the amount due, the creditor shall, without delay, inform the proprietor of the immovable, by means of a notice which shall also mention the name of the creditor, the name of the debtor, the amount claimed and the nature of the claim.

The proprietor retains the amount in dispute until notified of an amicable settlement or a judicial decision."

3. Article 2103 of the said Code is replaced by the following articles:

2103. The privilege of the persons mentioned in article 2013 dates, in the cases mentioned in paragraph 1 of the article 2013b, only from the registration, within the proper delay, at the registry office of the division in which is situated the immovable affected by the inscription of a notice or memorial drawn up according to form A, with a deposition of the creditor sworn to before a justice of peace or a commissioner of the Superior Court, setting forth the nature and the amount of the claim and describing the immovable so affected.

2. In registering such memorial, it is sufficient to mention, oppose the official number of the cadastre which describes the immovable, if the cadastre be deposited, or opposite the title of the registered deed, if the cadastre be not yet deposited, the name of the claimant and the amount due at the time the memorial is filed.

3. The memorial shall be made out in duplicate, one copy of which shall remain in the archives of the registry office and the other be delivered to the creditor with the registrar's certificate thereon.

4. The creditor shall, within three days from the registration of the memorial, give a written notice to the proprietor of the immovable, or to his agents, if he cannot be found.

"210 c. The sale to a third party by the proprietor of the immovable or his agents, or the payment of the whole or a portion of the contract price, cannot in any way affect the claims of persons who have a privilege under article 2013, and who have complied with the requirements of articles 2013a, 2013b, 2013c and 2103 of this Code."

4. All articles of the Civil Code inconsistent with the provisions of the act are repealed.

FORM A.
Form of notice or memorial.

A. B. (name and residence of claimant), do hereby declare that I have worked upon the immovable of (name of the proprietor), at the following works (nature of the works), (or I have supplied), if he be a supplier, etc., as the case may be since (give the date); that the amount due me is (amount of the claim); that the immovable on which I have worked is described as follows (Number of cadastre or description by metes and bounds as much as possible.)

Sworn before me, this }
18 day of } (Signature) A. B.
C. D., }
Justice of the Peace.

(1) PRIVILEGES ARTICLE 2009 OF THE CIVIL CODE.

10. Law costs and the expenses incurred for the common interest of the creditors.
20. Funeral expenses, such as declared in article 2002 (that is limited to the station and means of the deceased) when the proceeds of the movable property have not proved sufficient to pay them.
30. The expenses of the last illness, such as declared in article 2001, and subject to the same restriction as funeral expenses.
40. The expenses of tilling and sowing.
50. Assessments and rates.
60. Seigneurial dues.

MUNICIPAL DEPARTMENT.

NEW BASIS OF AWARD FOR MUNICIPAL CONTRACTS.

Elsewhere in this issue we give, says the Engineering News particulars of the recent letting of an important contract for water tube boilers by the city of St. Louis. We allude to it here partly on account of the extraordinarily low price at which the contract was awarded, but chiefly to call attention to the premium system of drawing specifications, which was adopted in this case, and to which the very low figure at which the contract was let was undoubtedly due. Without repeating the particulars elsewhere given, we will say that the city of St. Louis specified that these boilers should show an efficiency of 65% and that for each 1% increase in efficiency over this requirement a premium of about \$1 per horse power should be paid; or if the requirement were not reached, then for each 1% deficiency the same amount should be deducted from the contract price. We have elsewhere shown that the fuel saving by this 1% increase in efficiency will effect a yearly economy equal to the interest on two or three times the premium which the city of St. Louis offered. It cannot be claimed therefore that the premium is excessive, and it appears from the prices offered that the bidders so reduced the amount of their bids that all the premium they are likely to earn will no more than give them a fair profit on their contract. Of course the method of letting contracts was assailed in the sharp controversy which accompanied the letting, but no one was able to present any really valid argument against it. We discussed the system of offering premiums for high efficiency in the award of naval contracts in our issue of Feb. 8. It is a system well worth the careful study of those entrusted with the letting of contracts of very many classes, and we are pleased to note that its adoption at St. Louis has had in this case such excellent results.

Judge Elliot delivered judgment at London, Ont., recently in the case of G. Park against Ald. Parnell. The Judge found that the alderman holding a contract from the County Council, in which the city was interested to the extent of 60 per cent, even if the city was not named as a party to the contract, could not sit as an alderman of the city.

13,540 BARRELS

of our Thorold Cement were used in the construction of the Sault Ste. Marie Canal. W. G. Thompson, Esq., Chief Engineer. Messrs. Hugh Ryan & Co., Contractors.

MY TESTS

of the Thorold Hydraulic Cement have extended over a period of twenty-eight years, and I have been afforded abundant evidence of the reliability of this cement, both in masonry and concrete above and under water.—W. G. THOMPSON, ESQ., engineer in charge of the new Welland Canal and Sault Ste. Marie Canal.

Estate of John Battle - Thorold, Ont.

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