

ship the name of each member therein, together with the place of business, and asking to become a licensed plumber.

8. Any change in the firm or location of the business shall be properly reported to the board, and that the license shall be at all times in a conspicuous place at the place of business, and no license shall be transferable.

9. All master plumbers shall be held responsible for all work done by their employees in connection with the business for which this license is issued, and upon satisfactory evidence furnished to the board that any master plumber has been twice convicted for the violation of this by-law or any part of this by-law respecting plumbing, drainage and sanitary matters, that the said board of plumbing examiners declare the said license forfeited.

10. Any master plumber whose license shall be declared forfeited as herein before mentioned, shall not again be entitled to a license until the said declaration of forfeiture shall be revoked by the board of plumbing examiners.

11. No person shall do plumbing or carry on the business of plumbing unless he is the holder of a license issued as hereinbefore mentioned to himself or to the partnership of which he is a member.

12. All persons working as journeymen plumbers shall pass a satisfactory examination before the board of plumbing examiners, and receive a certificate within three calendar months after this becomes law, and no master plumber shall employ plumbers or any person to do plumbing work who shall not have passed a satisfactory examination before the board of plumbing examiners, and no journeyman plumber shall carry on the business or trade of plumbing on his own behalf before he first obtains a license as a master plumber.

All master plumbers carrying on the business of plumbing in the city of Montreal at the time of this becoming law shall be granted a license on applying and paying for the same within three (3) calendar months of this becoming law, but all applicants in the future shall pass a satisfactory examination before the board of plumbing examiners before a license shall be granted.

Signed on behalf of the Master Plumbers' Association of Montreal.

#### LEGAL.

REG. V. TORONTO PUBLIC SCHOOL BOARD.—Judgment by the Divisional Court at Toronto on motion by defendants to quash a conviction of defendants, who were charged with an infringement of by-law No. 2,478 (particularly sec. 13), by permitting closets to be fitted up under the Smead-Dowd system and used in a building contrary to the by-law. The Police Magistrate for the city of Toronto, though the case seemed clearly within the by-law, refused to convict on the ground that the municipality had in this case sanctioned the violation of the by-law. The defendants were, however, on appeal to sessions, convicted, and, having obtained an order nisi then, made this motion. Held, that the information and complaint in this case being for an offence against a by-law of the City of Toronto, passed under the authority of the municipal act, R.S.O., ch. 223, sec. 551, the criminal code, part 8, sec. 840, does not apply; so that the authority, if any, for an appeal to General Sessions from an order of dismissal, must be found in the Ontario summary convictions act, R.S.O., ch. 90, and "conviction or order," in sec. 7 of that act means one of or against the party against whom the information and complaint is laid. Order as there used does not mean order of dismissal. It is for the Legislature to so construe the word if they desire. The words of sec. 105 of the imperial act 5 and 6 Will. IV., ch. 50, are much stronger in favor of an appeal from an order of dismissal than sec. 7 of the Ontario act, yet in Reg. v. Keepers, etc., of London, 25 Q.B.D., 357, the court held that they did not include an order of dismissal. Conviction quashed without cost.

MURPHY V. HUTCHINS.—This was an appeal to the Court of Review at Montreal, from the Circuit Court for \$19.60, and rested on the interpretation to be placed on 59 Vic., Cap. 42, otherwise known as the Auge Workmen's Lien Act, which creates a privilege upon immovables for the claims of workmen, the suppliers of materials and others who contribute to the construction of buildings. Defendant gave a contract to one Wand for the erection of a house on the property of the former. Plaintiff, with other workmen, whose claims are now in abeyance until the present issue is finally determined, were engaged by the contractor to work upon the building. The judgment complained of by defendant condemned him to deliver up his property to be sold in due course of law unless he paid the wages due plaintiff by Wand within fifteen days. These workmen were in the habit of receiving their wages on the Saturday of each fortnight. The last payment was made on the 17th of September, 1898. On the 26th want of material caused a stoppage of the work. Wand failed to

pay his workmen either then or on the 1st of October. On the 7th fifteen of them, including plaintiff, verbally demanded their overdue wages from defendant, who refused to pay on the ground that he owed his contractor nothing. On the 10th a written notice was served upon him setting forth the number of hours worked, the rate per hour, and the resulting amount due to each of them. This notice, if followed by registration, would have constituted a mortgage on the property in favour of each of the parties signing it. It was agreed, however, among all the parties concerned that registration of this document should be waived, without any right being thereby prejudiced. The assertion of defendant that he owed nothing to the contractor at the sale of either notice is not controverted. He declared his readiness to personally assume responsibility for their future wages and to hold any surplus which might thereafter become payable to the contractor for the extinguishment of overdue wages. The offer was not accepted, and he, in turn, refused to pay again what he had already paid to the contractor. Mr. Justice Davidson reviewed the law on the subject, and came to the following conclusions: "Thus, while the previous law required unpaid workmen to give notice to the proprietor for each term of payment due them, the amendment required it to be given at and for each term of payment due them. It was the evident intention of the Legislature to impose the condition that the proprietor should be instantly warned of the default of his contractor. This is a very rigorous law. It imposes upon one person the duty of looking after the debts of another, under pain of finding his property burdened with a number of mortgages, and must, in regard to the formalities and notices required, be strictly construed. Building operations are unquestionably hampered by its provisions; care must be taken that they are not made impossible. At the very latest, the wages of the complaining workmen were due on the 1st of October, and notice of the contractor's default might easily and ought to have been given to the proprietor on the 2nd; whereas it only reached the proprietor, and even then, informally, on the 7th. All manner of difficulties and disputes might arise between the proprietor and contractor if a delay of this kind were to receive judicial recognition. If there may be seven days, why not fourteen? And in the interval, is the proprietor to be upheld in refusing to pay his contractor or architect's certificates, on the plea that he stands exposed to mortgages which may still be registered against him? Uncertainty of this kind might, on the one hand, expose the one to a suit of law, and the other to possible ruin, and prejudice the interest of the workmen themselves. We, therefore, reverse the judgment under review and dismiss plaintiffs action with costs, Lavergne, J., dissenting."

#### EFFECT OF SEA WATER ON MORTARS.

SOME interesting observations relative to the action of sea water on mortars are contributed by E. Caudlot, whose investigations in the harbor of La Rochelle cover a period of something like 40 years. Blocks of 60 cm. (2.36 inches) in length were exposed to the open sea from 1856 to 1875, and were above the water surface at low tide. The mortars were of hydraulic limes of different origin, of natural cements from Pouilly, Vassy, &c.; of artificial pozzuolanas mixed with lime and sand; of trass from Andernach, &c. Nearly all blocks had completely lost their cohesion after different periods. The few blocks of Portland cement experimented upon were in good condition; but blocks of neat cement (English and French) were decomposed. From these tests Vienne draws the following conclusions: 1. Neat cements are destroyed more rapidly than mortars of a certain composition; 2, mortars made of one volume of cement to one of sand, and, again, of one volume of cement to two of sand, are those which offer the greatest resistance to sea water. They will last for 20, 36 and 38 years.

Thurninger commenced new tests with blocks of masonry, and concrete made of lime and Speil mortar, with a length of edge of 40 cm. (about 1.6 inches). In 1895 the masonry blocks disappeared, their destruction having commenced four years after their exposure, and out of 32 concrete blocks only 26 remained, but they were in advancing decomposition. In 1880 other tests were commenced on blocks submerged, of various limes. Many of these have perished. "Out of 31 masonry blocks laid in Portland cement mortar, and submerged between 1881 and 1892, 23 are still intact, while some have commenced to disintegrate." Vienne points to the following conclusions: 1, Mortars of hydraulic lime, mixed in any proportion, in most cases commence to disintegrate after one or two years' immersion in sea water—they crumble into pulp after periods varying in length, but apparently not exceeding 15 years; 2, concrete resists better than masonry, owing to the greater density imparted to it by ramming; 3, rapid setting cements may commence to disintegrate after six or eight years, but may last longer than 38 years without crumbling; 4, the mortars offering the greatest resistance are those consisting of one part cement to one or two parts sand. This mixture corresponds to the weight of cement required to fill the spaces between the grains of sand. These, therefore, are the least porous mortars.