



(Correspondence of the CANADIAN ARCHITECT AND BUILDER.)

THE AUGÉ BILL AS AFFECTING BUILDERS.

The amendments commonly known as the Augé Bill affecting that section of our civil code concerning builders and others engaged in the building trades, interest in such a degree the readers of this journal that it is probably opportune to say a few words about it. Mr. W. A. Baker, advocate, in a very able article in a recent issue of "La Revue Legale," exposes the situation in its true light and suggests several amendments, the principal of which are the restoration of the "proces-verbaux," and a restoration of the redemption system under the Augé Bill.

Article 2013 of the civil code as it existed before the late amendments, gave privileges on immovables to builders or other workmen, and architects, over the vendor and all other creditors upon the additional value given to their immovables by their works, provided an official statement (proces verbal) establishing the state of the premises previous on which the works were to be made, had been previously made by an expert appointed by a judge of the superior court in that district, and that within six months from the completion of such works have been accepted and received by an expert appointed in the same manner, which acceptance and reception were established by another official statement containing also a valuation of the work done. In this manner builders or workmen and architects were privileged to the amount of valuation ascertained by the above said second statement, and was reducible to the amount of the additional value which the immovables had at the time of the sale.

Article 2013 is now changed to read as follows:—"The laborer workman, furnisher of building materials and the builder (principal contractor) have on the immovables a right of preference to the amount of additional value given to the estate by works or materials furnished, etc."

As it will be noticed, the architect is excluded amongst the privileged and takes rank amongst other creditors. What is the reason for excluding him? Does he not contribute to create the additional value of the estate as much as the builder or any one else. And as to the supplier of materials, he certainly ought to come under the clause regulating traders and the general commerce, as if he sells to a contractor and has any doubt as to his responsibility, he has but to require of him the payment of his goods c. o. d., as is done in other lines of trade. The right of preference or privilege exists in the following manner: During the whole time that the work last, and with registration if effected within 30 days of the completion of the work, but for a period not exceeding two years unless there are arrangements to the contrary stipulated in the contract or a judgment to that effect. The conservation of the privilege is subject to the following conditions: The laborer and workman have to inform the proprietor in writing, or verbally, before a witness at every term of payment due them, that they have not been paid, and the furnisher of materials declare to the proprietor the contracts passed between the contractor and himself for materials, before they are delivered, and also their cost. The sub-contractor shall also declare to the proprietor the contracts made between himself and the principal contractor. What is the meaning of this clause? It is the most obscure in the bill. If it is deemed necessary to declare to the proprietor the contracts he closes with the principal contractor, is it that he has a right of preference or a privilege? It is not probable, as article 2013 ignores entirely the sub-contractor and mentions as privileged only the laborer, workman, supplier of materials and the principal contractor. It is a mere mine of exploitation for lawyers, as it is almost impossible to foresee the result of a law-suit based on this cause.

Another source of law suits in the Augé Bill is that there are no longer any "proces-verbaux." It would be well to advise those engaged in

the creation of the additional value, to make use of the "proces-verbaux" as in the past, but with this difference that each of the two interested parties should appoint an expert to guard their interests, as it is the best means of protection for all, and the foundation of the privileged credit.

In his article Mr. Baker concludes by saying that what prevents the Augé Bill from working is that all the accessories indispensable for its proper working have been ignored, and suggests that the sale by right of redemption be restored by an amendment to its former popularity, as according to him the right of redemption is an indispensable accessory for the security of the loaner who by the transaction has all the privileges of a proprietor, and has a right to the notices of the Augé Bill, and can therefore keep an eye on the transactions between the proprietor and the contractor. The falling into desuetude of this system is to be attributed to an amendment made a few years ago which declares that if the seller fails to bring a suit for the enforcement of his right of redemption within the stipulated term, the buyer remains absolute owner of the property. This scares all speculators, as for unforeseen causes they might not have realized the cash wanted at the required period and therefore lose all their rights.

PROVINCE OF QUEBEC ASSOCIATION OF ARCHITECTS.

The semi-annual examinations announced for the 25th, 26th and 27th July, were held as announced in the rooms of the association, but lasted only two days, the 25th and 26th, there being no candidates for the diploma. Four candidates presented themselves for matriculation examinations, all of which passed in the following order of merit:—1st. F. Dubreuil; 2nd. L. A. Venne; 3rd. L. Lonnais; 4th. J. L. Morin. The examiners were Messrs. A. C. Hutchison, 1st vice-president, A. T. Taylor, 2nd vice-president, and J. Venne, secretary.

MASTER PLUMBERS' ASSOCIATION.

The Montreal Master Plumbers' Association have petitioned the City Council to permit the use of tile drain pipe in certain cases, which is now forbidden by the drainage by-law inside of houses from two feet of outside of exterior stone foundation wall. The Association of Architects in revising the building by-law have attached a drainage and ventilation by-law to it, and have confirmed the existing by-law. It is thought that the Board of Health, to whom the matter has been referred, will not alter the present state of affairs, as the use of cast iron pipe is recognized the best, and is being now more extensively used than ever in large cities.

Montreal importers of drain pipe are about to make and organize a more suitable appraisal of this class of goods by the Customs Department, individual efforts in this direction not having met with success. The importers claim that the arbitrary basis upon which the duty is levied at present was adopted at a time when abnormal prices obtained in the European market as the result of the great coal strike a few years ago, and that consequently the standard of valuation does not correspond in any way to prevailing values. A prominent dealer whom I interviewed said: "Mr. Douglas, the appraiser, examined two or three dealers in this city, but the enquete came abruptly to an end for unknown reasons. The arbitrary scale on which the prices are based are about double to what is being paid for the material. Invoices shown by manufacturers in Scotland are shown to Customs officials here, but are not accepted."

PERSONAL.

Mr. W. H. Carrick, manager of the Gurney Foundry Co., Toronto, accompanied by Mrs. Carrick, sailed a fortnight ago for Europe on a pleasure tour.

We regret to announce the death from paralysis, of Mr. Wm. Elliott, of the firm of Elliott & Son, wall papers and stained glass, Toronto. The sad event occurred at his residence on Sherbourne St. about the middle of July. He was born in Ireland in 1829, and came to Canada when a boy, locating in Toronto, where he has been in business for nearly forty-five years.

We are pleased to learn that the enterprise displayed by Mr. J. A. Pearson, of the firm of Darling, Sproatt & Pearson, architects, Toronto, in opening an office and taking up his residence for about two years in St. Johns, Nfld., immediately following the great conflagration in that city, has brought him large reward, not only in the shape of commissions, but in the form of one of the fair daughters of the ancient colony, whom he has recently brought home as his bride. Regardless of the opinion of the majority, there is a minority who believe that the great St. Johns fire was a most fortunate occurrence, it being the means of introducing to one individual both a new-found-land and a new-found-happiness. May the latter continue as long as the former.

The firm of Arnoldi & Calderon, architects, Ottawa, has been dissolved, Mrs. Calderon continuing for the present.

The Toronto Steel Clad Bath and Metal Co. have published in pamphlet form a number of excellent testimonials from architects and others as to the merits of their steel clad baths.

The idea that ten cents for the Cosmopolitan means inferiority from a literary point of view is dispelled by the appearance in the August number of such writers as Sir Lewis Morris, Sir Edwin Arnold, Edgar Fawcett, Tabb, W. Clark Russell, Lang, Sarcey, Zangwill, Agnes Replier, etc.