

adding as the sum payable thereunder "one hundred pounds," and discounted the note for value. It was shown that the total sum of all the progress-payments made by the employer to the contractor, including the sum of £100, exceeded, by £60, three-fourths of the contract price of the work. The employer claimed to be entitled to set off the full amount of the promissory note against the claim of the subcontractors, who, on the other hand, contended that he could treat the promissory note as a payment of £40 only, or, in other words, that the employer was liable for all contract-money above the 75 per cent. paid. The Court held that, while the promissory note had been negotiated for £100, if it was a payment on account of the contract price, the employer had not observed the statutory duty cast upon him by subsection (2) of section 59 of the Act—*i.e.*, of retaining in his hands one-fourth part of the money payable under the contract until the expiration of thirty-one days after the completion thereof; further, that if it was not a payment on account of the contract, the employer must be deemed to have the balance of the contract-money still in his hands, although the moneys were, in a sense, not payable to the contractor, because as against him the employer could set up that he had already paid him—that this arose from his own act and was directly contrary to the statute. The Court therefore held that the employer could not set off the amount of the promissory note against the claims of the subcontractors, and was entitled to treat it as a payment of £40 only.

(2.) In this case the evidence showed that ten days after a contract for a building had apparently been completed the contractor discovered that some defects existed which it was necessary to remedy. In order to effect this he gave an order for the necessary additional supply of material to a firm which had already supplied certain of the material for the job. Twenty-seven days later the firm, having lodged a lien for the price of the material supplied, gave notice thereof to the employer. After another subcontractor who had been engaged to perform certain work on the job had commenced the work the contractor assigned to the firm in question moneys coming due to him in respect of the contract. The second (working) subcontractor had also given due notice of his lien. He claimed that his lien should have priority over that of the firm, contending (1) that the order for the additional supply of material which was required to remedy defects (discovered subsequently to the completion of the job) could not be deemed to be continuous with orders for previous supplies for the job, and was therefore not part of the main contract; and (2) that therefore the notice of the firm's lien (which was given twenty-seven days after the supply of the additional material, but more than thirty days—*viz.*, thirty-seven days—after the completion of the contract) was not given within the time required by the Act. The Court upheld these contentions, and ruled that the firm's lien was valid only in respect of the additional material supplied.

A number of requests has been made by contractors and subcontractors during the past two or three years for amendment of this Act. Amongst them is one urged by subcontractors engaged in the building trade for some further protection than is provided by section 60, to ensure that they shall receive the amounts due to them for their portion of the contract work out of the money payable by the owner of the property to the main contractor. Section 60 merely provides that when a subcontract is let by a contractor the latter shall notify the owner of the fact, but it goes no further, and the provision has generally been ignored in consequence. This Act has been in force unamended since 1892,* and, together with the other portions of the consolidation of 1908 enumerated above, requires complete revision. This work has been in hand for some time.

A short amendment was passed last year to rectify a somewhat important defect in the Act, disclosed by a recent decision of the Supreme Court, in which it was held that the date of "the completion of the work" referred to in a contract was after (not before) the usual maintenance period of three months. The effect of this decision was that the duty of the contractor under his contract was not complete until the expiration of that period, and would, but for the amendment that has since been passed into law, necessitate the withholding by the owner of the usual 25 per cent. of the contract-money for three months longer than has been customary or had been intended.

WOMEN'S EMPLOYMENT BRANCHES.

The number of domestic servants and other women workers (generally) assisted to employment by these branches totals 2,165, an increase of two over the previous year; but this is

* With the exception mentioned below.