

An Architect's Liabilities.

In a paper recently read by A. Montefiore Brice, of the Middle Temple, before the London Society of Architects, there was an elaborate statement of the liability of an architect to the person who employs him. In most respects the following observations of the essayist, are applicable to this country as well as England.

An architect is frequently called in merely to advise a person contemplating the erection or alteration of a building. When thus consulted he holds himself out as possessing the requisite knowledge and practical skill, and if his client should be injured by his failure to display these qualities he will be liable for any damages.

Ordinarily the architect is not merely an adviser, but also a designer. In this capacity he contracts to supply drawings and specifications capable of being carried out. His plans must not only comply with the requirements and instructions of his employer, but also with the various statutory and municipal regulations affecting such building as he has been called upon to design. He must observe all such restrictions, and also see to it that the building designed is not defective in structural strength. If asked to furnish estimates of the probable cost of the designs and plans he must not estimate the work at a price at which he would not contract for it.

In regard to estimates of the cost of building it is a general rule that whenever an architect, by want of skill or care, advises the owner that the cost will be very much lower than what the event proves it would be, the architect loses his right to recover fees, and may even make himself liable in damages. The disparity between the estimated and the actual cost must be substantial, although if the architect is engaged to furnish drawings and plans for a building not to exceed in any event a certain cost, he cannot recover any fee if the designs furnished by him are incapable of being executed for that sum.

Unless otherwise agreed, it is the duty of the architect to deliver up his drawings and specifications upon payment of his fees, and the architect cannot evade that duty by setting up a custom to the contrary; at least, not unless he can show that the owner knew of the custom and contracted with reference to it.

To the architect's function as adviser and designer may be, and usually are, superadded the duties of overseeing and superintending the construction of the building in accordance with the plans. Upon accepting that duty the architect becomes the agent of the owner of the building and liable as such. He is bound, in the first place, to observe all legal limitations upon the use of the proposed site. He must not suffer the building to be so erected as to impair the rights of adjoining owners or infringe the general or local regulations. Ignorance or neglect of these precautions may subject his client to a fine or to the demolition of the building. If the architect disregarded a building line, the owner, when compelled to set his building back, could ordinarily hold him liable for the cost of so doing. In like manner the architect would be responsible for any damage incurred by the owner because of the building being so constructed as to interfere with party walls or other rights or easements of the owners of adjoining property. So, too, if an architect negligently placed a building partly on another man's lot he would be answerable to his employer for the consequences.

An architect is bound to take cognizance not only of the legal restrictions upon the use of the premises, but of the natural condition of the site and soil. It was

held in a famous English case that if the foundations of a building prove to be bad, the architect who has failed to make a proper examination of the nature of the soil cannot recover his fees. It follows that he would also be liable in an action for damages.

Victoria's New Fair Building.

The result of the award in the public competition for the architects' plans and specifications for the new main building to be constructed by the Victoria Agricultural Association has been made public by Secretary J. E. Smart. The plans and specifications will be a credit to the management and to the city.

The winner of the first prize of \$300 was David Frame of F. M. Rattenbury's office, while the winner of the second prize of \$100 was the firm of Hooper and Watkins. There were five architects who competed for the prizes and only the plans of the first winner were accepted by the directors and these will be subject to slight alterations. The contest has been in progress since the first of March and the contestants have been working assiduously on the specifications since that time.

The building is to be of circular construction, and will be situated on the west side of the main entrance of the grounds. The entrance to the building will face the east. The structure will be 200 feet long, 90 feet wide and 45 feet high, and will have a floor space of 20,000 feet unobstructed by a single post. It will have a large wing on either side and four exits. The main entrance will be underneath a tower rising some 70 feet in height. The outside of the building will be shingled and the dome portion will be covered by Mansard roofing. Two rows of twenty skylights will be located on either side of the centre of the roof.

The exhibition management will have offices in a gallery over one of the wings, while in the other wing an up-to-date grand stand will be constructed.

Liabilities of Building Contractors.

A case of interest to architects and contractors was heard before Magistrate Love at London, Ont. recently, when Mr. J. B. Smallman and Contractor E. Martyn appeared in court charged with breaking the bylaw, which states that proper measures shall be taken for the protection of workmen.

City Engineer Graydon, who laid the information, claimed that as there was no flooring as yet in the new Smallman & Ingram building, the workmen on the ground floors were in danger of being struck by falling tools, materials, etc., from the upper stories; while workmen on the upper parts of the building might fall a long way and sustain serious injuries.

Mr. J. B. Smallman stated to the court that he did not think he was to blame as the bylaw had not been passed until three months after he had let the contracts for the work. It seemed to him that it was the contractor's place to look out for that part of it.

One of the contractors, Mr. Martyn said he undertook to do the brick work, and had nothing to do with putting in the floors. A New York firm has the contract for putting in the cement floors.

An effort will be made to have the New York firm's representatives give evidence, and in the meantime the magistrate has ordered that all the work below the fourth floor be stopped. A temporary floor will be put in above that, and work will shortly be gone on with there.