STUDENTS' DEPARTMENT.

"When we mean to build
We first survey the plot, then draw the model;
And, when we see the figure of the house,
Then must we rate the cost of the erection;
Which, if we find outweighs ability,
What do we then, but draw anew the model
In fewer offices, or, at least desist
To build at all."—Shakspeare.

YOUNG men studying for the profession of architecture will do well to remember that the law has had a good deal to do with architects and their clients in the past and that there are some very important lessons to be drawn from the fact. It is important that an architect should be posted on some particulars at any rate, in order that he may be saved from the consequences of actions that, though they are in themselves insignificant, may give rise to much trouble.

Some men are fortunate in their clients and no one at the outset expects that he will have trouble before his work is completed, but a sudden occasion will sometimes give rise to a serious disagreement and the settlement of accounts may result in alarming lawsuits.

The subject is one worthy a far more lengthy treatment than the limits of this article will allow, but I propose to give a few pointers to young architects and students that may help them to avoid the courts.

First of all, then, if an architect is employed to carry out a building that it will be more than a year before his work in connection with it is finished, he must have a contract in writing with his clients. This is according to the Statute of Frauds. The effect is, that, if at the commencement of an architect's employment it was foreseen that the work he is engaged for would take more than a year to complete and he has no written contract, if a dispute arises between him and his employer the employer can escape from paying for his services and the court cannot but uphold him in his contention. If the employer is a corporation or any body possessing a seal, there must not only be a written contract, but the seal must be attached. The seal is the sign that the whole corporation enters into the contract and not the individual who signs on behalf of the corporation. The fact that a mayor or president signs with the full intention of binding his corporation and that they fully concur in the signing does not count at law if the seal is not attached to the contract.

In the prosecution of an architect's work it sometimes occurs that some other person than the proprietor, his wife, for instance, will give the architect an order for some change of plan or some additional work, and the architect, believing that in pleasing the wife he is satisfying his client, has the work done as requested. When, however, it comes to a settlement of accounts, the architect learns to his mortification that the wife was not the duly authorized agent of the proprietor, and, as she had no authority to give an order, so the architect has no right to carry it out. It matters little that the client benefited by the change and personally enjoyed the improvement. The architect has rendered himself liable for the whole expense. Again, in dealing with the authorized agent of a client, it may be his lawyer or his business manager, it is necessary to have it clearly laid down what is the extent of the agency, what power the agent has to order work or changes. So the architect, as the agent for his client for the particular purpose of his profession, must be careful not to exceed the powers of his agency. That is to say, it should be understood between architect and client what limitations, if any, are to be placed upon the architect in respect to ordering articles as, for example, gas or electric fittings, grates and so on, for it may be the employer concludes he is to have the choosing of such things, and it may be hard for the architect to prove that he had authority to give orders in the face of a determined stand of the client that he never gave such authority. It has, however, been laid down that where the orders given by the architect are "necessary for the carrying out of the work" he has that authority implied by his employment; the point turns on what is "NECESSARY for the carrying out of the work." It will at any rate be worth while to consult the client first.

The architect should never order anything for his client's building in his own name, lest, as has happened, the seller should find it easier to collect from the architect than his client. It is always well to make use of some such sentence as "I am authorized by my client So and So to order, etc., etc.," so that there may be no mistake. Where the employer becomes bankrupt, the architect has had to foot the bill because he omitted to mention that he was ordering for his client, even though it may have been naturally supposed from the circumstances that the architect could not be ordering for his own use.

If a client is disposed to quarrel, he can find occasion easily enough. He discovers that the architect has made some change, perhaps substituting stone for brick, or otherwise made some slight improvement that he thought would be advisable without adding to the cost, which, however, constitutes a variation from the drawings and specifications. If the architect can show no authority for the change he is liable. It has been held "that the power given to the architect by the builder's contract, to order additions and omissions, did not give authority to order VARIATIONS."

The architect being the agent of his client for a special purpose, the client has the right to require of him, not only skillful performance of his agency, but also good faith towards himself. James, L. J., has laid down "that any surreptitious dealing between one principal to a contract and the agent to the other principal is a fraud in equity and entitles the first-named principal to have the contract rescinded and to refuse to proceed with it in any shape." It has also been held "that when a secret gratuity is given to an agent with the intention of influencing his mind in favor of the giver of the gratuity the transaction is fraudulent and the contract void at the option of the other party to the contract." If, on the other hand, the architect, to suit the convenience of the employer, withholds a certificate from a contractor when it is justly due, he may be held liable, individually or jointly with the employer, but the contractor must prove that there has been collusion between the employer and the architect to defraud him.

A contract that binds the employer to pay on the certificate of the architect does not enforce payment if the