

mason contractor has built a cellar or basement wall, and the excavator wishes to fill against it on the outside before there is sufficient weight on the wall to insure its stability, or perhaps he may be directed to do so by the architect or owner. If the excavating is under the control of the mason, he can forbid the filling until such time as it may be done with safety, but if he has no control over it, he should protect himself by notifying the owner in writing that if the filling is done it must be at his, the owner's risk, otherwise if the wall springs or falls the mason contractor will be expected to make it good.

Similar risks or chances of injury frequently arise in connection with other portions of the building, especially when the work is done under several contracts, and the wise contractor will protect himself as far as possible from damage that may happen to his work through the ignorance or carelessness of others. If a contractor executes a given piece of work in conformity with the plans and specifications, and it is injured through the fault of persons working under another contract with the owner, it is evident that the first contractor should not be made to suffer from the damage; but it is the experience of all who have had charge of building operations that, unless some unusual precautions are taken, it is difficult for the contractor to collect damages for repairing his work, and he must leave it in good condition before it will be accepted.

Contractors also occasionally run a risk in attempting to execute work that is not properly designed or has not sufficient strength. For example a stone lintel may be shown on the drawings with a span so great that it is doubtful if the stone will support its own weight and that of the load upon it. Now, if the contractor goes ahead and puts in the lintel without comment, and it breaks, the chances are ten to one that the architect or owner will insist on his putting in another stone or remedying the defect in some way, at his, the contractor's, expense. The same thing may happen in the case of an arch without sufficient abutment, or of a flat arch with no support under it. It is therefore the business of the contractor to carefully consider all of the constructive features of the building before he commences work on them, and if he believes that any part of the work cannot be safely executed, as shown by the plans, he should call the attention of the architect to it and try and have it changed, or extra provisions made to give the necessary strength, so that there will be no risk of failure. In case the architect declines to make any change, the contractor should serve a written notice on the owner that he will not be responsible if the work fails, and at the same time he should take care to see that the work is executed in the best manner, and in strict conformity with the plans and specifications, so that in case it does fail there will be no opportunity to show defective work as a cause. Generally it will pay the contractor to go to some extra expense himself to insure the safety of the work rather

than to run any risk of a dispute or possible lawsuit. The writer has known a number of instances where contractors have suffered considerable loss from carelessness or negligence in this respect.

Occasionally a contractor permits himself to be imposed upon by the architect in the way of details. Not a few architects have the fault of showing much more work on their details than is implied by the scale drawings, and of expecting the contractor to carry out whatever they may choose to draw. Of course, if the details are made before the contract is awarded, and the contractors have an opportunity to examine them, it makes no especial difference if the drawings do not exactly correspond, as the details would determine the character of the work to be done, and the tender would, or should, be based on them. When the details are made after the contract is signed, however, the contractor is not obliged to adhere to them if they show more expensive work than is reasonably implied by the scale drawings and specifications. Thus, for illustration, where carving or dentils are put on the detail drawings, but are neither shown in the original scale drawings nor mentioned in the specifications, the contractor may claim an extra price for the extra work, or refuse to execute it. A claim for extra remuneration, however, would probably not be allowed unless made in writing before commencing the work, and acknowledged by the architect. It is, therefore, best, in such cases, for the contractor to politely call the attention of the architect to the discrepancy and show him that the work cannot be done for the price which the original work was figured. If he is then unwilling to either allow an extra price for the work, or to change the details, the contractor must choose between omitting the extra work or putting it in at his own expense. If to carry out the details means a loss on the contract, it will probably be best to refuse to do more than the contract drawings call for, but if only a small amount is involved, it may pay the contractor to retain the good will of the architect by doing the work. Very often such extra work is put on the detail drawing by draftsmen without the knowledge of the architect, and when his attention is respectfully called to it he will have the details revised.

In conclusion, the writer suggests that while the main object of a contractor is to make a profit from his business, or, in other words, to make a success of it, such success depends upon the exercise of a considerable degree of intelligence and tact, and that a successful contractor must have in mind the interests of the owner and architect as well as of his own; also that a successful business does not necessarily imply that a profit must be made from every piece of work. Not a few successful contractors owe their success in a considerable degree to the fact that they have carried out their unprofitable contracts with the same thoroughness with which they have executed their profitable ones.

Mr. John M. Burnett, contractor, of London, Ont., was severely injured by falling from the upper story of the new Masonic Temple now in course of erection in that city.

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