

## LEGAL.

Builders as long ago as 1826 were informed in courts of law that an architect has no general power to order extras. If he does so without express authority the contractor cannot recover from the building owner unless special arrangements have been made. Since then many cases have been fought on this point which contained differences of detail, and thereby differences of decisions. One was recently heard on appeal at Glasgow by Sheriff Guthrie. A firm of contractors had agreed to effect alterations to underground premises for £4,746. 12s. 3. The employers left the control of the work to Mr. Bell, their architect. Unexpected difficulties were encountered, especially the foundations, which required to be excavated, and brought up the total cost to £7,821. 7s. 11. The employers refused to pay the balance. They were ordered by the court to pay the whole amount on the ground that though the work executed was not included in the estimate, it chiefly consisted of extras ordered by themselves or their architect. Sheriff Guthrie, after hearing the appeal, said that from the evidence it was clear that the employers left the whole operations under the control and power of Mr. Bell, and it was equally clear that he ordered and priced after measurement the whole of the work done under contract, including extras and deviations. It was certain that the defenders' directors knew that deviations were taking place, and it was equally certain that both in accepting the contract at first and in every stage of the work these directors entered into no direct communication with the pursuers beyond occasional conversation and consultation, and that the whole superintendence, direction and control of the work was left by them to Mr. Bell. The magistrate, in conclusion, said: It might not perhaps be wise in all cases for owners of property to put themselves entirely into the hands of their architect, but if they did so they had themselves to blame, and if the architect had exceeded his powers in dealing with contractors who had been allowed, as in this case, to suppose that his powers were unlimited, their remedy was against him, and not against the innocent contractor.

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