

cannot fulfil his wishes. He also warns his client when his instructions are such as to increase the proposed expense of his work. He gives from beginning to end a clear statement to his client of what is proposed by the plans and what the estimates and tenders come to, and forwards to him all accounts when he has verified and corrected them. He is remunerated by his client and by his client only, without receiving anything from anyone else connected with the works. Even when the works involve services to another person the fee based upon this expenditure is paid by his client, who recovers the amount from the other party or parties. In matters of litigation an architect declines to act as an expert in a matter in which one of his clients is a party. He declines to act as expert if he has already published an opinion upon the matter in litigation. If he is nominated as expert by a client, as, for example, in a

Plans and Specifications.

MANY contractors, when making estimates of work on which to tender, will examine the plans and specifications closely with a view of discovering some flaw or some defect or omission whereby they may evade some of the conditions, and by this means fail to comply with the spirit of the architect's intentions. There would be but little use of specifications entering into details and descriptions if contractors were allowed to interpret every disputed point to their satisfaction, for it is quite obvious every interpretation would be in the interests of the contractor's pocket, and to the disadvantage of the owner. If the practice of evading written specifications and drawings were not so common, the subject might be left untouched, but, from what can be gathered, the practice of wilful evasion, or violation, is becoming so frequent that the matter requires consideration. To make this clear, a few instances may be cited by way of explanation. A certain contractor agrees to build a house, according to plans and specifications provided,



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question of insurance, he ceases to become the agent or representative of his client, and becomes merely an expert.

Towards contractors: The architect is fair and disposed to smooth their work as much as possible, but, as before said, he has no dealings with them which place either them or himself under money obligations one to another. He deals promptly and openly with all accounts between them and the owners, but does not pay them unless he receives a special commission from his client to do so. When an architect has a contractor or body of contractors as client, he is remunerated by fees in precisely the same manner as by any other client, and does not become involved in any element of commercial speculation which may be connected with the work. An architect who becomes a contractor or the clerk of a contractor loses the quality of architect. He does not lose this in becoming the clerk of an architect.

for a stipulated sum. The plans have been prepared by an architect residing some distance from the contemplated work. The contractor persuades the owner that the plans and specifications are complete, and that the cost of inspection may be saved, as he—the contractor—will see that everything is done properly. The owner consents, when a series of violations and evasions begin, that properly named would be called bare-faced robbery. The building is finished—according to the contractor's view—and the owner, to make sure that all is right, employs the architect, or some other competent person, to go over the building and to report. With plans and specifications in hand, the work is gone over, but paint, mortar, putty and sheathing have so hidden defective work and materials that the inspector cannot reasonably find fault with defects he cannot see, so orders some changes in the hardware, has a bolt put here, a sash-lock there, another step at the kitchen door, and a few shelves and drawers in the pantry, with a few more wardrobe hooks in the closets, and he has earned his