client to considerable inconvenience, or at any rate in an uncomfortable position, he may not be prepared to meet the sudden demand, and it may be unpleasant for him to be obliged to refuse payment for a few days.

In order to help a contractor if really in a temporary difficulty, it is possible to issue a certificate and write across it distinctly "not to be presented for payment until such and such a date." The contractor could then use it to show a pressing creditor that this money is coming to him, but all these ways are best avoided if possible. Once break through a rule and you create a precedent, and if you do it for one, it is hard to refuse it for another. But I must here add a few words on the responsibilities of architects in issuing certificates, which is a point, we shall, I hope, discuss presently. I would lay particular stress upon the fact so little understood even by contractors, that the certificate is not equal to a draft. The law recently has been so strictly enforced, to the harm of individual architects, in various countries, that it behooves us, if we would save ourselves from its clutches, to word our certificates in a manner that will relieve us of serious responsibility in regard to work carried out under our orders, but which we have been unable to supervise. Our clients must learn that if they will not pay for proper supervision, they cannot expect the architect to hold himself by his certificate responsible for improper construction.

An important matter and one that requires careful regulation, is the ordering of extras and the payment for them. Some detail requires alteration that will incur extra expense, or some matter not previously thought about, will turn up requiring an additional outlay on the part of the proprietor. Now for everything of this kind, however simple, a written memorandum, signed by the architect, should be given to the contractor. It is only fair to him and to the proprietor, your client, that no work beyond the contract should be paid for unless these orders or vouchers are produced by the contractor, this often forms a clause of the contract, and the contractor must be careful to see he gets vouchers, and ought to refuse to carry out the work unless a voucher is given. But they are often overlooked, extras ordered verbally and carried out, time elapses, and when accounts come up for settlement, you may have forgotten all about the matter and trusting to the contractor you grant payment for it, but it leaves a loophole for a dishonest contractor to pile on the extras, and you have little chance of disproving them. To have to allow them with doubt in your mind, is to say the least, unsatisfactory.

I have found among certain contractors a dislike to signing contracts, not because they wish to get out of them, but because of a weak idea that they are not being trusted, and their feelings are hurt. I have been told, "I never signed any contract for So and So, and I have done thousands of dollars work for him and had no trouble." That is all very well, but business is business, and be a contractor ever so honest, no one can say what may befall him before the works are completed, and if any misfortune does occur to him what have you to show your client, or how can you prove in the event of dispute that the builder was *morally* bound, or legally he certainly is not, and you have no hold upon his "heirs, executors, administrators or assigns." It is not a matter of hurting feelings; where business is concerned "feelings" must not be considered. We are bound from our position in our clients' interests, to see that the proper signatures are attached to the deeds. I know an architect who never obtained the builders' signatures until just when the work was completed and before the final settlement took place. This man ran a very serious risk in more than one direction. His contractor was not bound to perform the works, his client was not bound to pay for them, and he laid himself open to the very serious charge of conniving with the builder to the defrauding of the proprietor.

It is one of the great questions of the day as to whether an architect should have anything to do with the contract. It certainly is lawyer business, and the architect should not have the responsibility of drawing up the contract. Again, the architect, in the interest of his client, has to bind the contractor to do certain things. Everything except payments to be made by the proprietor is to bind the contractor, so that at best it is a very one sided document, decidedly in the favour of the client. The use of printed forms saves a great deal of responsibility, but these in common use to-day are doubtful and unsatisfactory, and the only remedy is for a lawyer to be consulted and draw up a proper form having nothing to do with the architect, excepting that the architect should agree in writing to accept the arrangements entered into between the proprietor and builder, and to assist in their carrying out. But it is of course to the architect's interest that matters should run smoothly between the contracting parties, so perhaps his signature may be dispensed with. Before long, however, we may hope to see some such change made in the contract system.

Now a few words upon tenders and tendering. As a rule if a building tendered for, goes on, it is the lowest tender that is accepted, and naturally the contractor who has sent it in, expects to be employed. But the question is "Who is the lowest tenderer, was he invited to tender, and is he responsible?" If he has come in answer to an advertisement for tenders in the pubblic press, he is an invited tenderer and you must respect his tender, for anyone can answer an advertisement and perhaps give you some trouble. Perhaps he has figured the work down very low. He is probably hard up for work, and it looks bad for his creditors if he has no work in hand, and he takes the chance of failing or making something out of the "job." Now unless you have expressly stated that "the lowest or any tender will not necessarily be accepted," this man feels that he has a grip on you, and being unscrupulous, will make the most of it, and unless you can find out anything against him definitely you feel obliged to employ him. It is an unpleasant result of trying to do the best you can for your client. But the best way is *not to advertise*. Have a list of responsible builders to whom you would be satisfied to entrust the work, and have a printed form of post card, with blanks to fill up before issuing, stating that tenders will be received, etc., etc. It is safest always to insert the clause about not accepting any tender of necessity, in case the prices come out too high or the proprietor from some cause or other decides not to go on with the work. In such a case I always consider, however, that the tenderer whose tender would have been accepted had the works proceeded, is entitled to remuneration based on the time taken by him to make up his tender. It is the custom of the profession in England to allow contractors to know how each man's tender compares with the accepted one. Some of the professional journals make a practice of publishing lists of tenders without charge. It certainly is unsatisfactory to a tenderer, when, having spent much time and trouble in making up a tender, he finds himself shelved, and does not know at all whether he was anywhere near the accepted amount.

Perhaps in inviting tenders you have not on your list a man who considers himself eligible for the work, and I have heard some people argue against this method of inviting, because by omitting some one, you might give offence. Now we cannot spare the time to look after contractors to see whether they are fit for our work, and if I have not got a contractor on my list who thinks he should be there, that is his fault; if he wants work from my office he should come and show me that he is eligible, and then I shall be glad to give him an invitation. The safest way or method in the matter of tenders is to know who it is you invite, invite only such as you would employ, and accept the lowest tender unless you have good grounds for knowing that it is too low, and then put up the list of tenders for the tenderers' inspection. I have always found this answer well. If the lowest tender is considerably below the next and there is a fair sequence of tenders above the second lowest, the probability is you will reject that lowest tender, and you have a good ground for doing so. The probability is also that either the tenderer has omitted some item or his tender is fraudulent, and by exposing all tenders received in a list, you lessen the chances of unfair tenders, because the tenderers know that they will be exposed.

Specifications are often written in a very loose kind of a way. Vague clauses are introduced which cover a lot of ground but leave the actual intention of the architect a matter of doubt, to the tenderer; and they are generally made by those who use them to turn out in the interest of the client. If you have drawn the plans you know exactly what you want, materials and workmanship—and although it takes time to write a detailed specification, it is part of your work to do it thoroughly. Contractors would far rather have a long specification to tender on than a short and vague one. This vague system has been too often made use of by unskillful and unscrupulous practitioners to the defrauding of the contractor, a base and unprofessional action, that it is hoped that the formation of this Association will do much to prevent.

An unscrupulous use is sometimes made of the clause of our contracts which states that the specifications and drawings shall be taken together, and that items shewn on the one and omitted in the other one, as far as necessary to the carrying out of the works, to be included in the contract. This clause only refers to such works as are necessary that must not and could not be omitted, and that the contractor ought to foresee will be necessary. And yet, in the debased condition of professional practice, I have met with cases in which even faint pencil markings over colours have been insisted upon as being included under this clause. When such a clause is inserted the contractor ought to insist that the drawings he has to sign should be inked in.

To keep up the tone of our profession, we should exert ourselves to see that we leave no loophole through which the charge of unfairness can be fired at us. Drawings should be inked in, and all pencil notes and marks rubbed away before the tenderers see the drawings at all. The drawings a man takes his quantities from should be the contract drawings. These having been inked in previously, leave no opportunity for a dishonest or troublesome contractor to dispute. However sharp he may try to be you are safe, as he sees for himself that no alteration or change incurring further expense to him can be made without his seeing the marks on the drawings. You are freed from even the possible annoyance of any dispute.

One thing more before concluding I must touch upon, that is the malpractice of taking commissions from contractors, an action that shames a man, and causes him loss of dignity before the contractor, however bold a face he may put upon it. The action of the Directorate of our Association should meet with our hearty support in putting down this insulting procedure on the part of contractors who offer us commissions. The fellows themselves do not know they are offering us an insult; they have been too much accustomed to having their commissions accepted; such is or has been the deplorably low condition of men who call themselves architects. But gentlemen, we are banded together to stop the disgusting abuses to which our profession has been subjected; it is our aim and object to raise it again in the public estimation; it is easier to drag down than to raise up, and we must be vigilant and eager and have no scruples about exposing cases of unprofessional dealing.

DISCUSSION.

Mr. Gordon said it would be well if the Association would provide a form of certificate, which would be recognized as a standard form, and which would relieve architects from trouble in that matter—both a progress and final certificate.

Mr. Curry suggested that Mr. Bousfield be asked to submit a form that he might think desirable.

Mr. Bousfield did not think any one man should undertake such an important work. It would be better for a committee to act. There were some men who made a practice of putting upon their certificates that they will not be held responsible for any bad work that might have been done under it. The certificate simply meant that the contractor had done a certain amount of work.

Mr. Burke said it appeared to him that a good many persons thought a certificate was equal to a cheque, whereas it was merely a statement that a certain amount of work had been done.

Mr. Curry agreed that something should be done with reference to certificates. If an architect wrote across the face of a certificate that he would not be responsible for the work done, he killed its value. It was simply a question as to how far the architect could throw off responsibility without injuring the certificate. The better plan would be to insist upon a definite understanding with the client as to what duties the architect should assume. It might be agreed that the architect should not assume responsibility for such bad work as by ordinary care and diligence he could not discover. It was simply impossible for an architect to see all the bad work that might be done about a building. It was not fair to hold him responsible for everything. If an architect was to be responsible for all the work on a building, he should receive a remuneration that would be more equal to the risks he had to assume. Five per cent. did not more than pay the architect for his time and trouble. No business man would assume enormous risks without being paid for doing so. There should be some uniform agreement placed in the hands of the clients showing the position assumed by the architect.

Mr. Paull said that if all that Mr. Curry said were admitted, the value of an architect would be lessened considerably. A good deal of faith in men was required in order to get through this world. If proper contractors were selected, an architect could have no doubt that the work would be properly carried out. The trouble, however, was not so much with the contractors as with the workmen, who were frequently inclined to scamp their work.

Mr. Curry said that with reference to Mr. Paull's reply to his remarks, he wished to say that every architect knew that many clients had a most