

able. Evidence was given by Mr. Helm (the plaintiff), Mr. Ford (architect), and Mr. Patterson (builder), to the effect that the building would cost from £2,500 to £2,700. Mr. Wansborough, giving evidence for the defendant, estimated that it might be built for £150 less. This led His Worship to believe that £2,500 was a reasonable estimate of the cost. As to the assessing of the fee, His Worship said he thought that to fix a lump sum was not the best manner of deciding what an architect's fee should be. The defendant had offered £30, but was not able to say how he decided that £30 was a reasonable fee. His Worship considered that the best method was to charge a percentage, as was usually done by architects when charging their clients for their work. Even though this might appear to have been a simple building, professional skill and care were required, and the architect was responsible for his work. It was admitted that  $6\frac{1}{2}$  per cent. of the cost was to be the fee for the whole of the architect's work, and the Court had to decide what proportion of that work had been done. The main work still to be done was the supervision. If  $4\frac{1}{2}$  per cent. were allowed for the supervision, even this seemed a high proportion. However, the plaintiff had produced the scale, which showed what architects usually ask, viz.,  $2\frac{1}{2}$  per cent. for the work that had already been done. He considered this charge was not unreasonable, and accordingly gave judgment for the plaintiff for the full amount claimed, together with costs amounting to £14 1s.

In commenting upon this case it is interesting to note that by the evidence the only "proof" of any agreement as to cost or estimated cost was the production by the plaintiff of the application to the Board of Trade, signed by the defendant, and his own admission as to a verbal agreement regarding percentage charges. The Board of Trade application was quite an accidental proof of "evidence of agreement." In cross-examination the architect admitted that he had kept no diary. Failing any signed document setting forth any agreement as between architect and client, an entry in the former's diary, regularly kept for the purpose, made on the date of the verbal agreement and setting forth the terms thereof, would have been accepted as *prima facie* evidence of an agreement as to the terms of employment. This is a matter which practitioners might well take to heart and consider seriously whether or not they have (should it be needed) any legal evidence of their employment by an owner. Many architects labour under the belief that an *instruction* (usually verbal only) carries with it certain fees. *Nothing of the kind.* It must first be proved that the instruction was received, and secondly what were its exact terms. It is considered necessary to have an agreement as between builder and client, why not between architect and client?

The American Institute of Architects (a most businesslike institution) advocates an "agreement

between the owner and the architect," and issues to its members blank forms of such agreements. Until we can introduce this form into New Zealand let us at least do something towards it, in our own interests, by establishing some reliable record of our agreements even if it is only an entry in a diary. While it is gratifying to read the Magistrate's decision in the case quoted, it should act as a warning to practitioners to place their relations with their clients upon a proper basis.

There is one other point of importance which arises out of just such cases as this one, and it is this: practitioners should be careful not to "contract" to design a building to cost, or not to exceed, a certain figure, as by so doing they are entering into a contract which, if not carried out strictly to the letter, will prevent them from recovering any fees at all for that particular work.

### Meeting of Council.

A meeting of the Council was held on Wednesday, the 4th inst., when the reports of the Special and other Committees were dealt with.

In connection with the proposed new Syllabus of Examination it will be remembered that this was considered at the last Annual Meeting, and was referred back to the Committee to make certain amendments suggested in the papers read by Messrs. Gummer and Munnings. The meeting also instructed the Education Committee to submit its revision to the next meeting of the Council for confirmation before the scheme was put into force. This course was adopted and the revision (which had been previously set up in type and circulated to all Councillors and Secretaries of District Branches) was submitted for the approval of this meeting. After a brief discussion the report was adopted, and the Council thereon declared the Syllabus to be the new "Appendix J" adopted and approved in accordance with the provisions of the Regulations, and the Secretary was instructed to take the necessary steps to have the report gazetted and issued to all concerned.

The Finance Committee also made a report upon the "Travelling Expenses of Councillors," as directed by the last Annual Meeting. The report sets aside a sum of £200 for this purpose. The Committee also took this opportunity of reporting upon the finances generally and submitting a series of suggestions regarding income and expenditure. The report was adopted and the Finance Committee authorised to give effect to its recommendations.

As regards the Special Committees charged with the preparation of reports on "Scale of Charges," "Competitions" and "Conditions of Contract," the latter made no report at this stage. The request for a revision of the existing conditions having come from the Builders' Federation, the Committee felt that it should be made aware of