

LOUISIANA ARCHITECT

JULY

1965

OFFICIAL PUBLICATION OF THE LOUISIANA ARCHITECTS ASSOCIATION

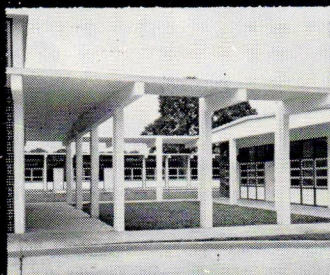
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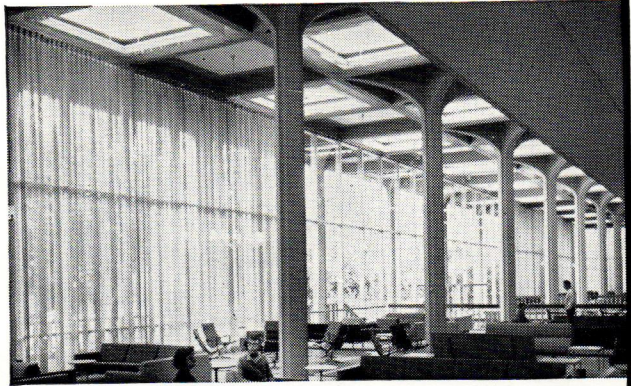
Architects: Brocato-Bentin, Baton Rouge, La.
Structural Engineer: Edward E. Evans, Baton Rouge, La.
Contractor: Crump Construction Co., Baton Rouge, La.
Owner: East Baton Rouge Parish School Board



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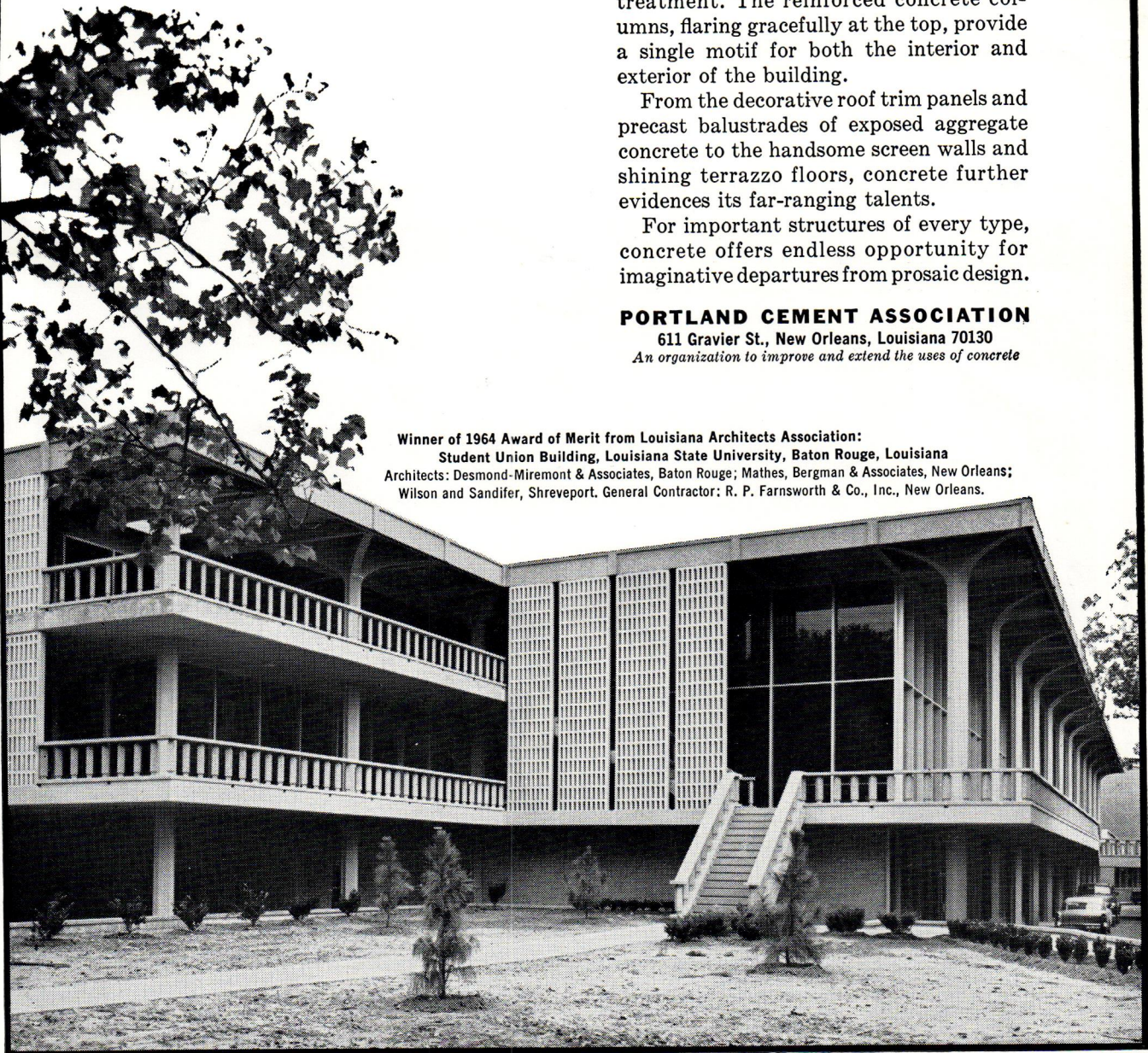
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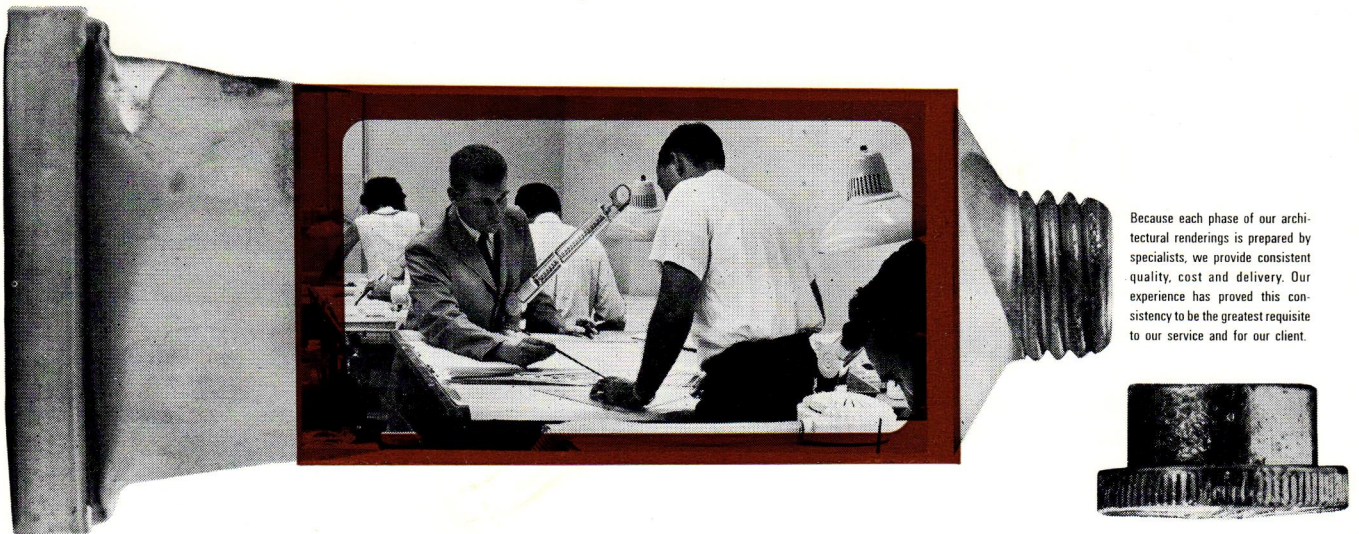
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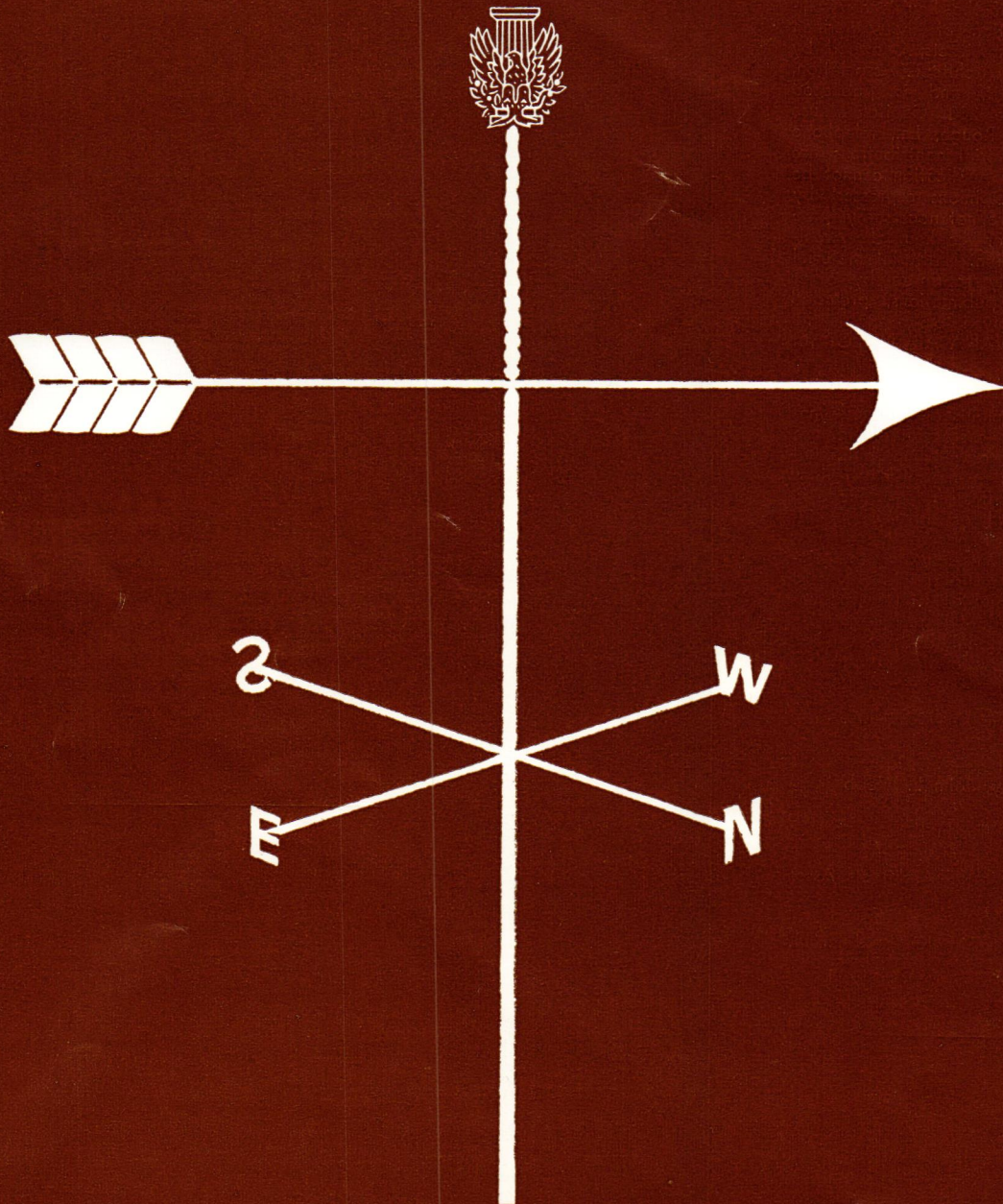
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AN INVITATION TO EXHIBIT

at the 1965 Convention
of the Louisiana Architects Association

October 7, 8, 9, 1965

City Hall Auditorium • Alexandria, La.



Alexandria, Louisiana

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LOUISIANA ARCHITECT

OFFICIAL JOURNAL OF THE
LOUISIANA ARCHITECTS ASSN.

Vol. IV

No. 9

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Cover

Photo of Prince Murat House, Baton Rouge, by Elemore Morgan. See next page for resolution concerning the threat to this outstanding example of Louisiana architecture.

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The Prince Murat Controversy

"WHEREAS, the Prince Murat House, located within the City of Baton Rouge, is a landmark of priceless historical and architectural significance to our Nation and the State of Louisiana, as well as to the City of Baton Rouge, and

"WHEREAS, a recent zoning decision threatens the existence of this historical edifice, and

"WHEREAS, the Baton Rouge City-Parish Council is scheduled to consider ratification or reversal of this zoning decision on July 28, 1965, and

"WHEREAS, the Mayor-President of Baton Rouge has publicly expressed personal concern for the future of this landmark, and has further expressed support for a popular movement to preserve and restore this building,

"NOW THEREFORE BE IT RESOLVED by the Board of Governors of the Louisiana Architects Association, assembled at a special meeting in Baton Rouge on June 23, 1965, that the City-Parish Council of Baton Rouge be strongly urged to reverse the zoning decision, and

"BE IT FURTHER RESOLVED that Mayor-President W. W. Dumas be commended for his interest in preservation of this structure, and

"BE IT FURTHER RESOLVED that the Louisiana Architects Association offer the professional services of its membership to the City-Parish Council, the Mayor-President and the owner to find an equitable solution to this grave problem."

Editor's Note: The people supporting a zoning change disarmingly ask, "Where have you been all these years? Where is your respect for private property rights?"

Our answer to them is this: For all these years, there has been no threat to the existence of this house. In fact, our appreciation of private property rights is so keen, that in spite of neglect and its deteriorating condition, we have not bothered the owners, so long as the threat to existence was not there.

Supporters of the zoning change further ask, "What's wrong with moving the house to another location and then restoring it?" For a good answer to that question, we paraphrase Chester Jordan, A.I.A., a member of the Planning and Zoning Commission, who said something to the effect that he had seen a replica of the Alamo at the World's Fair, but it had done little for him. To move the Prince Murat House from its magnolia mound to a cow pasture or pine grove, would be like moving the New Orleans French Market to White Sands, New Mexico.

EDITOR

Louisiana Architect Wins Judgment

Following is a judgment rendered in June by a District Court in Louisiana. Although the judgment is favorable to the architect in question, the case has been appealed. Therefore, the names of people, places, firms and agencies have been changed for evident reasons.

The plaintiff, Mr. Architect, brought this suit against the Quebec Parish School Board for the sum of \$27,005.57, as the balance actually due him for architectural fees under a contract with defendant to render such services in connection with the planning and construction of a school building in South Quebec, Louisiana. The School Board answered the suit and substantially admitted the correctness of the account, but filed a reconventional demand alleging that the plaintiff was indebted unto the Board in an amount equal to the difference between the amount of the original contract and the actual cost of the completed work because of negligence and fault on his part in preparation of the plans and specifications. Plaintiff answered the reconventional demand and denied that he was guilty of any negligence or fault.

On April 25, 1962, the Quebec Parish School Board, hereinafter referred to as the Board, executed a contract with the plaintiff, a registered architect, in which it was stipulated that plaintiff was to provide all necessary architectural services for the construction of an addition to the Little Red School and for the construction of a new school to be located on Lincoln Street in South Quebec, Louisiana. Under the terms of the contract, the Board was to pay plaintiff for his services, a sum equal to the basic rate, or six per cent, computed upon the entire and final cost of the work, the final payment to be made upon the completion and acceptance of the work. The plaintiff requested, and was furnished by the Board, a topographical (hereinafter referred to as "topo") map of the Little Red School site. Shortly thereafter Mr. Architect made plans to commence his work on the school building on Lincoln Street, and after repeated attempts to contact the superintendent, or the assistant superintendent of the Board, he was furnished a topo by one of the board members residing in the ward in which the school was to be built.

After working, drawings and specifications were completed on the school building, which was later named the South Quebec School, and which is the only part of the contract we are concerned with in this case, they were delivered to the Board. In due course bids were asked for and on September 19,

1962, the Board awarded a contract to Mr. Contractor & Son, Inc. (hereinafter referred to as "Contractor") for the sum of \$1,007,948.00.

Shortly thereafter the Contractor began construction of the building and during the early stages discovered that a discrepancy existed between the layout of the building as shown on the drawings and specifications and the actual topography of the existing ground, which made it impossible to construct the building as originally designed. This information was conveyed to plaintiff and he employed Mr. Civil Engineer, a civil engineer in Quebec, who incidentally had been employed by Mr. Architect to design the structural work in connection with the planning of the building, to prepare a topo map in order to ascertain the differences between the true elevations of the existing ground and those shown on the topo furnished by the Board. Based on Mr. Civil Engineer's survey, plaintiff prepared a new grading and paving plot plan which was given to the Contractor for estimates. The Contractor submitted a supplemental estimate in the sum of \$28,000.00, which figure was verified by Mr. Civil Engineer as being reasonable. On the afternoon of October 30, 1962, just prior to the board meeting which was held that evening, it became known to Mr. Civil Engineer and Mr. Architect that certain members of the Quebec Parish School Board desired to raise the elevation of the entire school one foot. It should be pointed out, however, that neither Mr. Architect nor Mr. Civil Engineer were ever consulted with regard to this proposed change. In any event, at the meeting that evening, the representative of Mr. Contractor & Son, Inc. submitted an estimate to the School Board in the amount of \$57,500.00 to perform the necessary grading work and also to raise the elevation of the school building one foot. This proposal was accepted by the School Board and on the following day the contract was executed between the Quebec Parish School Board and Mr. Contractor & Son, Inc.

Upon learning of the action taken by the School Board, the District Attorney, by a registered letter dated October 31, 1962, advised the School Board that, in his opinion, the action taken the previous evening was illegal. Shortly thereafter the School Board rescinded the supplemental contract (Change Order No. 1) and requested that Mr. Architect prepare revised plans, including the one foot elevation change. A revised grading and paving plot plan was then prepared by Mr. Architect and Mr. Civil Engineer and submitted to the Contractor. The Contractor then proposed to perform the supplemental work for the sum of \$46,913.37, which said proposal was accepted and on December 6, 1962,

Change Order No. 2 was executed. Construction of the building was ultimately completed and on March 12, 1964, the job was accepted by the Quebec Parish School Board.

The final cost of construction was \$1,054,861.37. Under the terms of the contract, Mr. Architect's fee amounted to \$63,291.68, of which amount the sum of \$36,286.13 has been paid. Accordingly, it is alleged that there is a balance due and owing by the School Board in the amount of \$27,005.55, which is the amount of plaintiff's demand herein.

The only question involved in this suit is whether or not plaintiff was negligent in the preparation of the plans and specifications of the building.

In effect, the School Board has admitted its indebtedness to the plaintiff in the amount set forth in the original petition, but has filed a reconventional demand against plaintiff, alleging that plaintiff is indebted unto the School Board in an amount equal to the difference between the original contract price and the final cost of the completed work.

The evidence shows that plaintiff was furnished a topo map by a member of the Board and this was used by plaintiff in the preparation of his plans and specifications. Mr. Architect employed Mr. Civil Engineer, a civil engineer, to design the concrete foundation work, grading, drainage, and other structural work and the same topo map was furnished Mr. Civil Engineer.

When the contractor discovered the discrepancy between the plans and specifications and the actual topography of the existing ground, plaintiff employed Mr. Civil Engineer to make a new topo and it was then discovered that the map furnished by the Board was in error. The erroneous character of the topo furnished by the Board is practically conceded by all parties.

Defendant contends that plaintiff should have verified the correctness of the map furnished him by the Board before he proceeded to prepare plans and specifications. However, plaintiff testified that he, as well as other architects, have a right to rely on such maps as being correct and would have a right to proceed without questioning the correctness thereof. He also produced two other prominent architects who testified that had they been employed to design the building, and had been furnished the same topo map, they would have relied upon the information it contained. They also said, in their opinion, the architect who relied on the topo survey furnished him in this instance, exercised the degree of care and skill required of quali-



PAYS OFF!

Part of the LAA's report to Governor John McKeithen on restoration of the 120-year-old Pentagon Barracks has already been implemented with removal of an unsightly quonset hut and other paraphernalia from the court area. On July 7 the governor announced authorization to spend \$800,000 to restore the historic buildings. The architect appointed to the project reports that the Governor's office made available to him the master copy of the LAA's Pentagon study.



MEMORANDUM TO:

East Baton Rouge Parish School Board
Building and Grounds Committee

FROM:

The Baton Rouge Chapter of the
American Institute of Architects

GENTLEMEN:

Because in the past, the buildings of the East Baton Rouge Parish School system were not air conditioned, and because the attached information concerning the recommended changes in the School Board's Operational Procedure document does include an over-ride fee of 4% for air conditioned projects, we wish to offer the following justification for this increased fee over the fees paid for previous school projects:

INSPECTIONS:

More thorough and more frequent inspections of the contractor's work are essential to obtaining a satisfactory installation.

START-UP:

Beginning the operation of the air conditioning equipment is critical and it is essential that the architect and engineer spend considerable more time observing the start-up, initial operation and adjustment of the systems.

THE HUMAN ELEMENT:

Air conditioning deals with the comfort of people and this comfort depends upon close control of *temperature, humidity, air movement and air purity*. Designs are based on standards developed as a result of extensive research, however, due to a wide variation of personal preference, the time required to adjust a system to satisfy individual need is often a major item. This is much more of a problem in air

4% Over-ride Justified

CALCULATIONS:

In order to determine required equipment capacities, calculations must be made of building transmission, ventilating air, solar heat and internal heat due to people, lights and equipment, whereas, in design of heating system it is only necessary to consider building transmission and ventilating air.

DETAILING:

Extensive detailing of piping, control systems, air ducts and equipment arrangements are required on the drawings and requires more time than for a heating system alone.

CONTROLS:

Due to the fact that temperature, humidity and ventilation all must be accurately controlled, the control system is complex.

NOISE AND VIBRATION:

Extreme care must be taken in the design work to avoid excessive equipment noise and vibration.

COORDINATION:

Fitting equipment and air ducts into spaces requires close checking and designing architectural details and structural details and requires many more hours over that in a simple heating system for architectural coordination of all phases of the building planning.

conditioning than in heating because people, in general, seem to be more comfort conscious in warm, humid weather.

FOLLOW-UP:

Experience has shown that, even with the most careful design and inspection work it is impossible to eliminate entirely the time which must be spent on a system during the first few years of its operation assisting the Owner in arranging for replacement of defective equipment or materials, and in establishing an adequate maintenance procedure.

SUMMARY:

The above nine reasons should more than justify the 4% over-ride fee on the air conditioning portion of the project. The approximate cost of air conditioning in a school project would be 12%. The actual percentage of the contract cost would vary slightly with the type of system installed. This is actually a relatively small increase in the fee, for example, in a \$500,000.00 project, the cost of the air conditioning system would be \$60,000.00 and the increase in fee would be \$2,400.00.

To further justify our request for the air conditioning fee we wish to point out that all Louisiana State agencies include the 4% over-ride fee in their contracts with architects.

Following is a condensation of an article which appeared in the January issue of the AIA Journal. The Louisiana Chapter of the Architectural Woodwork Institute was so pleased with its contents, it has requested that it be re-emphasized.

The Design of Fine Woodwork

By WILLIAM T. SUTHERLAND

The author is the director of the Architectural Woodwork Institute and has contributed numerous books and articles in his field. He is an Honorary Associate of the Middle Tennessee Chapter AIA.

DESPITE promoter's belief to the contrary, enlightenment by no means requires one to be "positive" to have a program and make converts. In the most important matters such as design prerogative, persuasion is an offense. But presenting the truth about a material and showing the conditions and connections of its object—"if-then"—is possibly a service. We can apply this same touchstone of cost and condition to every material, inasmuch as all have their limitations and advantages.

Herein I shall attempt to give some of the advantages and limitations in the use of wood for custom designs. Both sides of the if-then equations will be given, even when they point to limitations. Promoters have long equated limitations with inferior product images. I feel that this is an error in addressing any educated group—certainly in addressing a professional group continually harassed by five-color brochures which are often more pretentious than informative.

Due to its workability, flexibility and availability, wood is almost the only material that can economically be used to produce one-of-a-kind, custom-designed items of unlimited variety. As such it holds a unique place in the opinion of creative architects who prefer to do their own designing, rather than depend upon catalog designs.

The one principle upon which almost all psychologists agree is that we change our behaviors, briefly or permanently, only as we change our seeing; only as we accommodate within our awareness hitherto un-

perceived or unaccepted aspects of reality. I hope to expand and deepen your awareness concerning the use of wood.

Since almost all construction work is highly competitive, even the most dedicated will fail if they attempt to provide materials or workmanship more costly than those which the architect clearly and precisely specifies. Therefore, we should be concerned and alarmed by vague woodwork specifications which encourage the marginal to take calculated risks of "getting by." If they are allowed to get by because the specifications are so meaningless as to be unenforceable, then the honest and competent woodworker is denied the work, and abstractly worded specifications perpetuate incompetence.

The Authority of The Nature of Things

This is the authority willingly obeyed by all genuine, informed artists, architects and craftsmen—by all who know that the way of strength is not that of ruthlessly imposed power, or that of holding fast to unexamined and fiercely defended beliefs, but of yielding to the nature of the materials in which they work. Obedience to the nature of things, insofar as this nature has been persuaded to reveal itself, is the mark not of subservience but of honest humility in the face of reality.

The nature of wood is that it is a fibrous material which shrinks as it dries and swells as it absorbs moisture. Wood absorbs or loses its water depending upon its own moisture content and that of the surroundings. The resulting change in moisture content causes dimensional changes in the wood, which, if uncontrolled, cause most of the difficulties encountered in the manufacture of woodwork made from solid members or those glued for width or thickness. Failure of archi-

itects and woodworking detailers to recognize and design to this natural characteristic has caused more failures in fine woodwork than all other factors combined.

Even the most expensive woodwork is sometimes ruined because the designer disregarded the nature of wood and used wide lumber for raised panels, interior cornice members, trim, casework and ornamental items, and also used solid, thick wood for doors and moulds. It is true that museums offer many fine examples of large wood carvings from ancient cultures, which still appear sound. Being an amateur sculptor as well as a woodworker, I have carefully examined hundreds of such carvings. I have never seen a single large wood carving that did not have large checks, although most had been filled to present a solid appearance to the casual observer. These carvings checked as they dried, although many of them were stress-relieved by removing the interior wood through a rear opening. Most of the drying occurred, of course, when the carvings were first placed in heated buildings.

Under this factor, the if-then equation becomes: "If you recognize the nature of the wood and design to it—then the final results will give permanent satisfaction."

Grading Terms Used to Specify Architectural Woodwork

Another factor in the use of wood is the relatively common practice of using lumber association grading rules to specify architectural woodwork. These rules were *not* designed for such use. These rules are based upon the premise that each board will be cut into smaller pieces and that defects can be eliminated during cutting. While this premise is valid for lumber cut into smaller pieces in the furniture industry, in architectural woodwork the designer is in-

terested in the entire exposed surface, even when it requires the use of a full board. Even the highest association grades allow defects which would not be allowed in even average quality woodwork. Sapwood is not a defect in even the higher grade of most woods. For these reasons, the woodworker must cull defects from even the best lumber association grades in order to obtain the proper surfaces. The largest possible board clear of all defects varies sharply between species, as do the limitation of defects in larger boards. Test 100-1 of the Quality Standards published by the Architectural Woodwork Institute is the only grading system in existence designed specifically to grade wood for architectural woodwork.

Under this factor, the if-then equation becomes: "If you use lumber association grades or vague abstract terms to describe grades of architectural woodwork—then you can expect to get woodwork that is not equal to your intentions. Further, it will be received too late to allow remanufacture and lead to endless arguments. If you use AWI Quality Standards, then everyone concerned knows what is required, and you know it is available."

Grading Terms Used to Specify Architectural Plywood

The third factor for discussion concerns the use of architectural plywoods. Frequently, only the species is specified, no type of cut or core is given, and either no grade is given or some reference is made to Commercial Standards; not only are several grades given in Commercial Standards but the standards themselves are *minimum* standards designed primarily to cover stock plywood rather than the finer architectural plywood. Effective quality control of this type of work requires that specifications for plywood include the following:

Accurate veneer description (species and type of cut). Species selection depends upon both color scheme and function, while type of cut determines the grain figure.

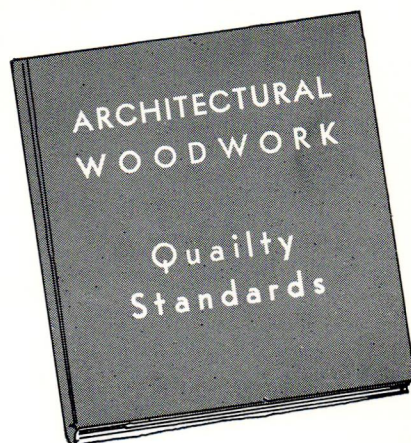
The if-then equation under this factor becomes: "If we spell out precisely what plywood we want in clear and precise terminology — then (and only then) we have every chance of getting it from competent woodworkers."

Specifications for Workmanship

The fourth factor for discussion is the language used to specify workmanship. It is here that mental laziness declares itself by the evasive, abstract and meaningless language used. Examples are abundant: "tight joints," "smooth surfaces," "well glued," "substantially made and suitable for a good finish." Such wording might give a false sense of pride to an uninformed client but should be a source of embarrassment to all thoughtful men. (If you judge by words, the architectural world is much alive to the desirability of producing and maintaining standards. Not a day passes without some reference to this sacred duty. Carrying it out is another thing. Here, few are incompetent in the abstract, but the lack of clear notions and express demands produces the same effect as incompetence. Specifications sometimes amass words in order to produce bulk, but in the land of practicability, to ask precisely what these words mean is an invasion of privacy.)

The if-then of this final factor becomes: "If your woodwork specifications are definitive concerning materials and workmanship, either through incorporation of the provisions of an accepted standards, or by reference to such standards—then competent woodworkers will see that you get what you want and the incompetent will be gradually eliminated."

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ARCHITECTURAL WOODWORK
INSTITUTE
LOUISIANA CHAPTER

This page in the last few issues has been reserved for photos depicting ugliness scenes in major AIA chapter cities in Louisiana. Because of the leadership of Shreveport Mayor Fant and the support of citizens in a clean-up campaign, it was impossible, on repeated attempts, for the photographer to find an example of real blight on the airport-to-downtown route. May the orderliness of the white space surrounding this message serve as congratulations to that large North Louisiana city.

COURT INTERPRETS AIA CONDITIONS

In *Southern Motels Investment Corporation vs. Tower Contracting Company, Inc. of Texas*, 174 So.2d 852 (1st Cir. 1965), a Louisiana Court interpreted the provisions of the Standard AIA General Conditions relating to defects appearing within the first year after completion of the work and the arbitration of demands arising out of the contract.

That case involved a contract to build a motel. After the contractor was fully paid, but within one year from the date of completion, the owner made various complaints to the architect concerning alleged defects in the building. The architect made a thorough inspection of the motel, using the owner's list as a guide, and prepared a list of defects. He then sent a letter to the general contractor listing the defects which he had found and asking that these defects be corrected.

The contractor failed to repair the defects, and the owner filed suit for the cost of repair. The contractor contended that the general conditions required that any dispute be referred to arbitration prior to the institution of suit. The Court held that the architect's letter "was a decision of the architect and if the (contractor) was not pleased entirely with or intended not to comply therein (sic), he waived this right under the contract . . . to appeal from the architect's decision, and demand arbitration within ten days from its receipt. This the (contractor) failed to do and as a result thereof we are of the opinion that they waived their right to arbitration."

The Court also observed that, under the AIA General Conditions, ". . . it is our understanding that the architect is somewhat of a judge as to the performance of the contract, that a great deal of responsibility and duty is placed on his shoulders, to see that the defendant complies with the contract."

NEWS

Rubin Reports on Attorney's Conference

BATON ROUGE

As you know, as representative of the LAA, I attended a meeting of attorneys dealing with problems of architectural practice. This meeting was held in Washington, D. C., in advance of the annual AIA meeting. About 75 lawyers from all parts of the country attended. There were 4 lawyers from San Francisco alone. The meeting in Washington was most helpful, and I think its results will benefit the association. It consisted principally of a series of papers and discussions of problems of current interest in the profession. Among the topics discussed were the following:

1. Activities of the AIA committee on insurance.
2. Policy and procedure of Continental Casualty Insurance Company in settlement of claims arising under architects' liability policies.
3. Loss prevention aspects of professional liability insurance.
4. Comments on recent important court cases, involving architects.
5. Problems affecting architects arising from mechanics lien laws.

6. Problems arising out of the statute of limitations in the design professions. (Louisiana was pointed to as one of the leaders among the states that had "solved" its problem by the statute the LAA supported in 1964.)
7. The problem of unauthorized practice of architecture by engineers and vice versa.
8. Legal problems confronting an architectural firm doing business in more than one state.

Work is proceeding rapidly on a complete revision of the AIA standard form of general conditions. As you know, John Webb's committee and I have done a considerable amount of work on this project. However, the new general conditions are likely to be available this fall. I recommend that we postpone further work on a set of general conditions for use in Louisiana until we can see what the AIA will come up with.

In the near future I'll furnish you further information arising out of the meeting for general distribution.

Sincerest regards,
Alvin B. Rubin

NOTES

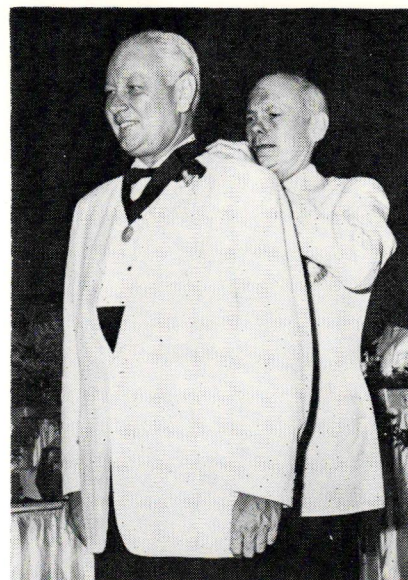
NEW ORLEANS

For your information, and as a news item for the Association's magazine, I believe you will be pleased to learn that Denny LeBreton recently has been elected President of the New Orleans Chapter, Construction Specifications Institute.

Lem McCoy is the retiring President, so this means two AIA members have been rather prominent in the activities of this organization.

Denny, also, is a member of the AIA's National Specifications Committee, thus the two activities have a tie-in.

Murvan M. Maxwell, AIA

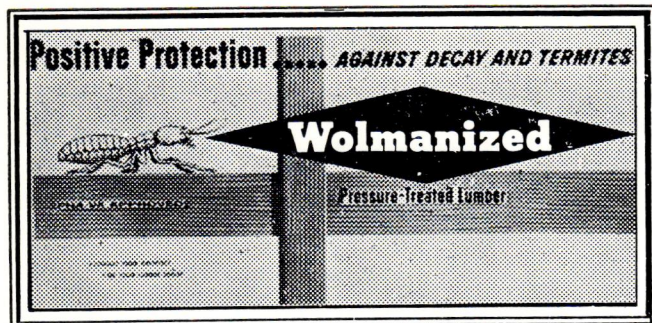


G. Scott Smitherman, former LAA president, receives his Fellowship Medal at the recent AIA Convention held in Washington. The new fellow is the immediate past Director of the Gulf States Region of the AIA and served as LAA president for two terms in 1959 and 1960.

Award Winner

Curtis and Davis, New Orleans, have received an architectural award of excellence from the American Institute of Steel Construction. The building so honored was the Curtis Residence in New Orleans. General Contractor was Jolar Corporation and Steel Fabricators was Orleans Materials and Equipment.

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To the: Architect John J. Desmond
Guaranty Bank Building
Hammond, Louisiana

Dear Sir,

I am a registered architect from the Philippines and I will be very grateful if your good office will accommodate myself and my fellow architects who want to work there as a draftsman and others pertaining to construction. My name is Perfecto A. Espiritu and my fellow architects who also want to work in your office are the following:

1. Arch. Vergilio Cuenca
2. Arch. Leonila Espiritu (Miss)
3. Arch. Verginia Vernabe (Miss)
4. Arch Ramon Floro
5. Arch. Marcelo Quiambao

We are all very eager to serve your good office. May I repeat, sir, that our accommodation there will be of a big help to us who are young and very hopeful to learn more and more about American construction.

Best regards and may God bless your good office.

Sincerely,

Arch. Perfecto A. Espiritu
Meycawayan, Bulacan
Philippines

Dear Sir:

We thank you for your interest in our office. At the present time we are not capable of employing additional draftsmen; however, there is a shortage of architectural draftsmen in the City of Baton Rouge and the State of Louisiana. We have therefore passed your letter on to the Executive Director of the Louisiana Architects Association who will publish the information contained in your letter in the newsletter to all member firms in the state. It is highly possible that an arrangement can be worked out where the people mentioned in your letter could be employed by several firms within the area. It is even possible that we may be able to use one person later in the year provided they have enough experience in the architectural field.

It might be well for you to forward to us the training, experience, age, etc., of the various people involved.

L. E. Miremont

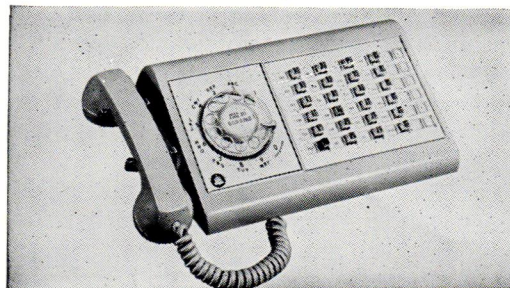
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fied architects in this area. Especially was this true when it bore the signature and seal of the person who prepared it, because a registered surveyor or civil engineer who places his seal on a topo map prepared by him, certifies that the information contained therein is correct. They testified that the common practice is that the owner is to furnish this information to the architects, unless they, the architects, are asked by the owner to have someone of their choice to prepare it. These two architects were Mr. John Doe and Mr. James Doe, both of whom have had wide experience and have designed many public and private buildings in and around Quebec.

Likewise, Mr. Civil Engineer, a well known civil engineer, testified that for his purposes in connection with the designing of the foundation for the building, the topo map furnished plaintiff by the Board appeared to be in order in every respect.

In 5 Am. Jur. 2d, Sec. 8, page 669, the following rule as to the standard of care required for professional architects is stated as follows:

Judgment

"An architect, in contracting for his services as such, implies that he possesses skill and ability, including taste, sufficient to enable him to perform the required services at least ordinarily and reasonably well, and that he will exercise and apply in the given case his skill, ability, judgment, and taste reasonably and without neglect. The duty owing to his employer is essentially the same as that which is owed by any person to another where such person holds himself out as possessing skill and ability in some special employment and offers his services to the public on account of his fitness to act in line of business for which he may be employed. An architect holds himself out as an expert in his particular line of work and is employed because he is believed to be such.

"The skill and diligence which he is bound to exercise are such as are ordinarily required of architects. Thus, an architect, in the preparation of his plans and drawings, owes to the person employing him the duty to exercise his skill and ability, his judgment and taste, reasonably and without neglect, and the efficiency of an architect in the preparation of plans and specifications is tested by the rule of ordinary and reasonable skill unusually exercised by one in that profession. . . . The architect's undertaking, however, in the absence of a special agreement, does not imply or guarantee a perfect plan or satisfactory result, and he is liable only for failure to exercise reasonable care and skill. . . ."

The Court finds that based on the testimony of the witnesses for plaintiff, the defendant has failed to prove that he did not exercise and apply in this case, his skill, ability, judgment and taste reasonably and without neglect. The testimony clearly shows that he used the same standard of care as exercised by other reputable architects in this locality.

It is to be noted that no officer or member of the School Board appeared as a witness to dispute the authority of a member of the Board to give plaintiff the topo map in question. Likewise, the raising of the building one foot was an action taken by the Board itself and not by plaintiff. As a matter of fact, the testimony showed that it was not necessary to do this at all except from an aesthetic standpoint.

The total completed cost of the building amounted to \$1,054,861.37, and under the terms of plaintiff's contract, he was entitled to a fee of six per cent of that amount or \$63,-

291.68. Since plaintiff has been paid the sum of \$36,286.13, he is now due the balance of \$27,005.55.

For the reasons hereinabove assigned, let there be judgment herein in favor of plaintiff and against the defendant in the sum of \$27,005.55 plus interest and costs. Also let there be judgment in favor of plaintiff and defendant in reconvention, dismissing said demands at defendant's cost.

Douglas Frederick Doe, III, Judge



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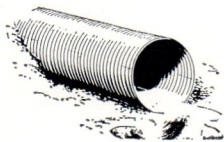
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