

Institute Prizes

The following prizes have been awarded:

- Sheffield City Polytechnic
 - Polytechnic Associateship – Construction Management and Economics – M. J. Horsman
 - Singapore University
 - BSc Building (1978/79 year) – Loh Yong Hian
 - BSc Building (1977/78 year) – Then Joon Boo
- The following prizes have been awarded:
- Willesden College of Technology
 - Diploma QS – R. F. Allen,
 - HND Building – B. J. Green HND QS – A. Broughton

Publicity and Information Officer

Miss Belinda Evans, BA has joined the Headquarters staff as Publicity and Information Officer. This appointment will involve administration of the Journal, press liaison, publicity and information services both internal and external.

Belinda was educated at Birkenhead High School and UCW Aberystwyth. Since graduating she has worked as an Information Officer with a firm of Chartered Surveyors before joining the Institute.

Initially Miss Evans will be concentrating on the production of "The Quantity Surveyor" before taking over other duties. The Journal, as has been pointed out in some quarters, needs more full time attention, we hope that this new appointment will satisfy our critics and we wish Belinda a happy association with us.

Announcements

D. A. AUCHTERLOUNIE, FRICS, FIQS wishes to announce that as of 30th June 1979 he has retired as partner in charge of quantity surveying with Husbanks & Company, Consulting Engineers. He is now practising on his own account from 129 Knowle Lane, Sheffield S11 9SN. (0742 363621).

BUCKNALL AUSTIN AND BRIGGS, Quantity Surveyors and Building Cost Consultants, of Holmesfield House, 73 Wilkinson Street, Sheffield, are pleased to announce that Peter Wild has been promoted to Associate Partner as from 1st June 1979.

BUCKNALL AUSTIN AND PARTNERS wish to announce that from 1st May 1979, Harry James ceased to be a Partner of Bucknall Austin and James. Bucknall Austin and Partners continue to offer their quantity surveying and building cost consultancy service from Dene House, Durham Road, Low Fell, Gateshead and Stephen Foster, BA, AIQS has been appointed manager of this office.

HARRY PLACE & PARTNERS, Chartered Quantity Surveyors of Farnworth, Bolton, wish to announce that as of 1st June 1979, K. J. Barton, AIQS has been appointed an Associate of the Practice.

LESSER DESIGN & BUILD LIMITED has appointed H. I. Davies, AIQS as the Company's Managing Director.

J. LONSDALE, AIQS wishes to announce that he is now practising as LONSDALE & ASSOCIATES from 71 Watling Street Road, Fulwood, Preston PR2 4EA. (0772 719639).

The Partners of SHEPPARD HART ASSOCIATES, of Radlett, Hertfordshire, are pleased to announce the appointment of Robert L. Parker, AIQS and Peter D. Judd, AIQS as Associate Partners of the Practice with effect from 1st June 1979.

TURNER AND TOWNSEND, Chartered Quantity Surveyors, announce the opening of an additional office at Greenhale House, 8-10 Providence Street, Wakefield WF1 3BG (Wakefield 69421), with effect from 2nd July 1979. The resident partner will be R. J. SMITH, FRICS, FIQS.

CORRESPONDENCE

JCT Contract: Retention of Fluctuations Practice Query 12/27

Sir,

In your May issue, Mr. P. N. Phipps misquotes his extract from Clause 31 D (4) (c) by omitting the words "or subtracted from". Surely your contributors and Practice Advisory Panel would agree that should there be a decrease in price of, say, copper on a large copper roofing contract then the decrease should not be subject to retention?

However, it is worth pointing out that any fluctuations included in a firm price tender are always subject to retention.

Yours faithfully,

Queens Park, Bournemouth

R. E. Jones, ARICS, AIQS

Re-Claims and the Design Cost Planning Role of the QS in Europe

Sir,

As a member with experience of both UK and Continental tender and contract procedures, I would like to comment on the Editorial in the April issue of the IQS Journal and on Mr. E. R. Skoyles' recent article on the possible future of the QS in Europe as a design cost planner.

According to the Rt. Hon. M. Chevasse "Building Feb 79" most claims arise from a lack of either a proper study of ground conditions or full consideration to the real final design requirements before tenders are invited.

I find it good thinking on the part of the IQS Editor to raise a point on which most QSs will remain silent.

The traditional Bills of Quantities method of tendering in the UK by main contractors coupled with British case law and a very democratic JCT Form of Contract must inevitably bring about claims on any large sized contract. How many tender documents include full earthworks information and all the detailed drawings and schedules for the job. In West Germany a "Prüfingenieur" has to check all design calculations prior to building approval.

The Continental tendering procedure which is so often regarded in the UK as either a mystery or improper is normally executed on a trade by trade basis or in relatively small packaged lots. In West Germany anyway many of the UK claim complications are either avoided or minimised for the following reasons:—

The tender and contract documents are for work to be performed in the immediate future and the opportunity for design changes are therefore less. The documents are usually prepared by the person(s) specialising in both the technical and commercial aspects of the trade or trades concerned. Furthermore there is a more categorical legal system on the Continent which is more on the side of the client than the contractor who should provide his price for variations in advance of their being undertaken.

This leads me to the design cost planner who in my opinion is also the overall project manager, a very important position if it is to encompass all trades in the building and possibly Civil and Mechanical Engineering fields. A quantity surveyor could act as overall cost controller and project manager/co-ordinator all rolled into one providing he has had the necessary design and site control experience. This, however, the normal QS will rarely obtain under the UK system where one QS has the design cost planning and another the site cost projections, control and co-ordination problems.

It is in the latter "Oberbauleiter" function where the QS can

surely look for his future in Europe, but it needs a knowledge of another European language and that long awaited IQS/RICS amalgamation. Last but not least the QS needs to conform with the other land's laws, rules, regulations, standards and way of life.

Yours faithfully,

Antweiler, West Germany

M. J. Baker, AIQS

INSTITUTE DIARY

Institute Annual Dinner

Members are again reminded that the form of the Institute's major social function in London has this year been changed. Instead of the dinner dances of previous years a Dinner will be held at the Plaisterers Hall, 1 London Wall, London EC2 5UJ, on Friday, 2nd November 1979. Members will be permitted

to bring guests, including ladies. The dress will be dinner jackets.

Tickets for the dinner will be £20 per person. However as these will include pre-dinner drinks, wine, brandy or port and post dinner drinks, the price compares favourably with those for the 1978 Dinner Dance which, at £13.75, did not include drinks at all.

The Plaisterers' Hall is, of course, the hall of the Worshipful Company of Plaisterers incorporated in 1501. The Worshipful Company's first known hall was built in 1556 but their present magnificent hall was built in 1972.

In view of the attractive nature of this new venue for the Institute's major social function and the fact that seating is limited to 270, members are advised to make early application for tickets which may be ordered from the Secretary at any time. A formal booking form will be enclosed with the August issue of the journal.

The Branches

REPORT FROM THE BRANCHES—SOUTH OF ENGLAND BRANCH

Officers

CHAIRMAN	J. Brace, AIQS
SECRETARY	M. D. Hobby, AIQS
TREASURER	M. J. H. Hathaway, AIQS

CLAIMS - PREVENTION AND CURE

By J. M. Lenton

Text of a talk by Jeremy M. Lenton given at a meeting arranged jointly by the South of England Branch and the local members of the IOB.

I thought I would start by reading you a short article that appeared in the building press several years ago, courtesy of Sir Geoffrey Howe and Mr. Edward du Cann.

"And the Lord said unto Noah, 'where is the ark which I have commanded thee to build?'"

And Noah said unto the Lord, 'Verily, I have three carpenters off sick. The supplier hath let me down - yea, even though the girder wood hath been on order for nigh on twelve months.'

And God said unto Noah, 'I want that ark finished even after seven days and seven nights.'

And Noah said, 'Lord, it will be so.'

And it was not so.

And the Lord saith, 'What seemeth to be the trouble this time?'

Noah saith unto the Lord, 'My sub-contractors hath gone bankrupt; the pitch which thou needest me to put on the outside and on the inside of the ark has not arrived, and Shem, my son who helpeth me on the ark side of the

business hath formed a pop group with his two brothers.'

And the Lord grew angry and saith, 'And what about the unicorns and the fowls of the air?'

And Noah rubbed his eyes and wept, saying, 'Lord, unicorns are a discontinued line; thou canst not get them for love nor money and it has just been said unto me that the fowls of the air are sold only in half-dozens. Lord, Thou knowst how it is.'

And the Lord, in His wisdom, said, 'Noah, my son, why else dost thou think I have caused a flood to descend upon the earth?'

In a light-hearted way this story does illustrate one aspect of the building industry that bedevils my subject for tonight. It also helps to explain some of the prejudice and emotion, on both sides of the fence, that can surround the word claim in building. For what is seen on the one hand as a fully justified right to a calculated loss, is often seen on the other as simply a calculated liberty.

It's my belief that both these attitudes, when dogmatically applied, are equally responsible for creating division in the industry and preventing the one thing that both consultant and contractor should really be seeking in a claims situation, that is an equitable settlement within the terms of the contract. It does not help to consider whether those terms are themselves fair to both sides. Duncan Wallace argues strongly in Hudsons and elsewhere that the standard forms of Contract prepared by the Joint Contracts Tribunal are biased in favour of the contractor - I quite agree, but I feel such a bias is justified since it is the Contractor who inherently places capital and resources at risk and, to a degree, at the mercy of the Employer and his consultants.