

Agency and Gift of Architecture

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If agency signifies (first definition, and amongst other things) the ability to act, then architecturally this power is complex in the sense that it is deployed at one remove, that is, via agency (second definition), and such in at least two directions or registers: the agent acts both through others and for others. Taking its clue from an early written building contract, this paper discusses the role of the architect as agent in this light. On the one hand, the role of agent can be seen as a parasitical one, an unnecessary burden (financially and morally) on the 'real' act of construction. In this sense, we might think of the ideal of a direct and perhaps more natural relationship between construction and inhabitant – a relationship unmediated by the law, the contract, and agency, a relationship where the architect is redundant. This status of the agent/architect is discussed in relation to Saint Paul's notion of 'sin' and the possibility of a salvation which is linked by Badiou to the gift, kharisma; and the article concludes by positing what the nature of an architectural gift might be.

Introduction

Costacciaro stands on the Via Flaminia, west of Gubbio; a small fortified town past which the Roman road from the capital to Rimini still runs. In 1477, Francesco di Giorgio Martini was formally commissioned as the architect for various works of fortification and civil engineering to the body of the town. The contract is recorded in the *Fondo Notarile* of the Gubbio archive as follows:

In the name of our Lord, Amen. On the 17th day of May 1477 in the home of my notary. There being present Bartolomeo Antonii Cellis de Villa Vignoli and Fanne Nannis de Castro Turris, and Rentio Spagne de Villa Submontis Count of Gubbio being called upon as witnesses to the underwritten:

Franciscus Georgi de Senis [ie Francesco di Giorgio Martini, from Sienna] in the place and in the name of the Lord, Federico Duke of Urbino, has given and placed the work described below with Master Johanni Jacobi, Master Pietro, the Masters Laurentii, and Master Caleazzo ser Ferandi de Riva Sancti Vitalis.; they being present and in accord; namely the construction of a wall at and for the fortified town of Coastacciaro, together with certain vaulted water sources placed below the designated ravelin according to the prepared designs and specifications. What touches upon the performance of this work is under the above worthy Francesco.... The contractors solemnly promise to construct the above work and do the masonry work faithfully and according to the rules of the art and subject to the approval of Francesco himself. They promise to make appropriate foundations and do all the other work needed to complete the effort and fulfil the contract in accord with what the prefect [ie architect] Francesco has ordered and will order.

...The aforesaid contractors have promised to observe and



Fig. 1. Ravelin, Costacciaro, Umbria, Italy, by Francesco di Giorgio, 1477. Photograph: Tim Gough.

¹ Quoted in Michael Dechert, *City and Fortress in the Works of Francesco di Giorgio* (unpublished PhD Thesis, Washington DC, 1983), p.143.

fulfil all these conditions under penalty of 100 ducats for whoever does not comply. The aforesaid contractors....herewith undertake to fulfil the foregoing and to observe and comply with each and all of the conditions and not to do anything contrary...¹

Such contractual arrangements involving client, builder and architect exist to this day. Those involved with 'practice' will recognise here the supposedly banal outlines – indeed the specifics - of OCT:, FIDIC: or other standard forms of building contract: the dating; the witnesses; the promise



Fig. 2. Defensive tower, Costacciaro, Umbria, Italy, by Francesco di Giorgio, 1477. Photograph: Tim Gough.

on the part of contractors or undertakers to act; the sanction for not so acting; the specification; the design; the appeal to common good practice and workmanship and so on; all within the auspices of overarching law which allows for and guarantees specific legal agreements.

Who, or what, is here the agent? Inherent in this contract for performance – in all similar contracts - is an ambiguity and complexity regarding the status of agency. If on the one hand, agency means the ability or power to act, and specifically the power to act as a human, directly and with choice, with autonomy - then this power is marked, and damaged, by the legal structure which is here set up. This legal structure's also one of *agency*, but this time agency in another of its many meanings, or rather in the meaning that is diametrically opposed to the first: the meaning of the rerouting of action away from the principal, the originator, to someone who represents, who takes the place of the principal. In short, the displacing of action to the agent, the disrupting of *agency* (first meaning) by *agency* (second meaning).

We find that agency as action becomes, in these contractual arrangements at Costacciaro, always at one remove, and such in at least two directions or registers: the agent acts both *through* others and *for* others.

Which of the parties to this contract is, then, ostensibly the agent (second meaning)? Who takes the place of the principal? We are told explicitly: the architect, Francesco di Giorgio, is 'in the place of' his master, Federico Duke of Urbino (commonly known as Federico da Montefeltro). The architect takes the place of the client for the purposes of the building contract, acts as agent for the client. The law of agency, including the principle of *Respondeat Superior* codified in British law in the 17th century whereby the agent acts for and therefore binds their principal – Federico, in this case – is already at work at this early date. But is this date so early? We could suppose the opposite – that this date is already late, that the possibility of the substitution of agency (action) by agency (agent) is *always already* at work; that is, that agency is constitutive of the subject, of the 'for itself', of that being which each of us is (however we may wish to name it), and therefore that as soon as there is anything like 'the human' there will be *agency* as well as *agency*.

The agent – Francesco di Giorgio - has been clearly identified, we may believe; but his presence, ready to act in place of the Duke, is not taken for granted within the contract, precisely because he is not actually present. Those who *are* present – that is, the witnesses - are necessary in order to guarantee a lack of presence, perhaps the ghostly presence, implied by these arrangements – a lack of presence not only of the principal (the Duke), but also that of Francesco himself, the agent.

We have so far understated matters as to this operation of agency (second meaning), this displacement of agency (first meaning). Agent-like rerouting structures the whole of the Costacciaro contract, and not just that part relating to the Sienese architect. We have supposed that the Duke is the principal, the one on whose behalf the work is carried out,

but this is a reduction by analysis from the situation there. The whole of the contract – both written and constructed - is done 'in the name of our Lord', that is, not the Lord Duke of Urbino, but the godhead. All parties to the contract stand in the place of and continue on his behalf the work of their Lord in heaven. This overriding authority and agency is carried through the more specific route of a second one who is called 'Lord', that is the 'Lord, Federico Duke of Urbino' in whose further name the work is arranged; and then only via the one who takes his place and speaks on his behalf – the architect, who in turns places the work with the contractors.

What is to be remarked here is not so much the fixed hierarchy of belief within a traditionally-ordered society, guaranteed by the godhead and giving authority to the Duke, but rather the iterated structure of substitutions – of agency - which gives this hierarchy its possibility and which thus precedes any such supposedly fixed hierarchy. What the ruler (the Duke in this case) will understand if he is a great ruler – and Federico da Montefeltro most certainly was - is the political importance of precipitating and maintaining this 'fixed' hierarchy out of the movement of agency; and thus it is his task (and that of his trusted agents) to be master of the law of agency, to comprehend it and play it effectively by means of, for instance, a contract such as that above, and the consequences of the action it requires – in this case, architecture.

There is something, according to a certain quite pervasive logic, to be deprecated in this process of substitution. In general, the agent is perforce in the position of the *parasite*. Specifically, it will be said that the architect is not involved in the action itself, but instead is managing, overseeing, directing, criticising and removing resources from the thing itself which needs to be achieved, the real matter at hand – in this case the actual construction of the ravelin, the good, honest and uncomplicated labour of the laying of stone on stone. Not responsible in person but, if at all (slippery status that it is), as a bystander who nonetheless demands their cut, their percentage, the architect as agent we might say is the very figure of the useless, or worse-than-useless, disrupting the presence of the true master to the true servant by rerouting or diverting the immediate intentions of the former as directed toward the latter.

This pervasive logic is explicated by Badiou, in his atheistic book on Saint Paul,² where he necessarily uses the term *sin* in this regard, and links it, as Paul does, to the place of contract, of writing, that is, of law:

Sin is the life of death. It is that of which the law, and the law alone, is capable..... Paul is striving to articulate a de-centring of the subject, a particularly contorted form of its division. Since the subject of life is in the place of death and vice versa, it follows that knowledge and will, on the one hand, agency and action, on the other, are entirely disconnected.³

The meaning of law is that agency as action (our first meaning) is stained by agency as separation (our second): 'For Paul, the man of the law is one in whom doing is separated from thinking... sin is not so much a fault as

² Alain Badiou, Saint Paul – *The Foundation of Universalism*, trans. Ray Brassier (Stanford: Stanford University Press, 2003). As Giles Deleuze notes (in *Logic of Sensation* trans. by Daniel W Smith (London: Continuum, 2003), p.124, 'Christianity contains a germ of tranquil atheism' which Badiou makes use of in his book. We do not need to have faith in order to appreciate the momentous structural task Paul of Tartus accomplishes.

³ Ibid, p.83. Badiou links this with Lacan's famous anti-Cartesian thought of the subject: there where I think I am not, and there where I am, I do not think. Jacques Lacan, *Écrits A Selection* trans. Alan Sherridan (London:Routledge, 1977), p.166. The title of Lacan's essay is relevant to our topic: 'The Agency of the Letter in the Unconscious; or, Reason since Freud.'

living thought's inability to prescribe action.' For Paul, the structure of sin is the disruption of intentionality within the subject by means of the law; likewise, the action of the law in sustaining the movement of agency disrupts the intention of the principal, of the 'Lord', and by means of the letter of the contract reroutes it via in this case the exemplary agent, the architect.

As with all phenomena of foundational importance, this movement plays both ways. Saint Paul says: the law breaks the immediacy of action, and this is sin; agency as separation from original intention is introduced. We say: agency, as original separation from intention, as the break between knowledge/will and agency as action, is what 'causes' law to exist in the first place. If there were no agency (as separation) there would be no law. The law is the means of dealing with the non-presentness of an action, both in terms of contractual arrangements (as exemplified by the written building agreement at Costacciaro) – which are only necessary because the principal is not present when the works are being done – and in terms of criminal law where adjudication occurs within the rule of law whilst taking account (and making an account of) the non-presence of a past (illegal) act. 'Cause' is in fact the wrong term here: instead, a reciprocal conditioning is at work between law and agency such that we cannot grant one the position of being a cause, of being first (either logically or temporally). Between them lies not a relation of cause and effect, but rather a *disjunctive* relation of community, to use Kant's terminology from his table of categories in the first critique⁴, where, not coincidentally, the relation is characterised as one of the interplay of 'agent' and 'patient'.

⁴ Immanuel Kant, *Critique of Pure Reason* trans Normal Kemp Smith (London: MacMillan, 1929), p.113 [B106].

In the case of the building contract at Costacciaro, it can be shown that this stain of Pauline sin marks each member of the chain of agency in which Francesco di Giorgio sits, both empirically and essentially. (The one exception to this is that being which is defined as exception itself, namely the Lord, the godhead; the further definition of which is to lack this stain, to lack sin.) Taking the Duke Federico da Montefeltro and to speak empirically: an illegitimate son, his position as ruler of Urbino and Gubbio was obtained only after his younger half-brother was assassinated – an act for which suspicion has long fallen on Federico himself.⁵ To speak essentially: this particular stain is only an instance of the general rule that an earthly sovereign is guilty, that is, can only have gained their position through a necessary fault that runs through *all* moments of foundation (of a state, dynasty or rule).⁶

⁵ See Robert Kirkbride, *Architecture and Memory – The Renaissance Studioli of Federico da Montefeltro* (New York: Columbia University Press, 2008), p.13 and p.32.

⁶ See the work of René Girard in this regard, particularly his *The Scapegoat*, trans. Yvonne Freccero (London: Athlone, 1986).

⁷ Alain Badiou, op. cit., p.84.

⁸ See Alain Badiou, *Being and Event* trans. Oliver Feltham (London: Continuum, 2005), *Meditation 35 – Theory of the Subject*; and 'The Political as Truth Procedure' in *Metapolitics* trans. Barbara P. Fulks (New York: Verso, 2005).

But whilst the law and sin are thus shown to be unavoidable, Saint Paul famously frees us from them by means of salvation, and, by this ideational act of creating and setting into effect salvation, establishes the world religion of Christianity in its Pauline cast. What does this 'salvation' mean? Two things, according to Badiou. The first is 'that thought can be unseparated from doing and power', that 'the divided figure of the subject maintains thought in the power of doing.'⁷ This Badiou calls a 'truth procedure', a process or event of truth which he explicates elsewhere.⁸ The fact that it is a 'truth procedure' is the reason why it is effective in instaurating a world religion, and he links this procedure here to grace,

which is the possibility for a 'pure act', pure agency.

The second meaning of salvation is revealed by its disjunction from 'reward' or 'wage', that is from what is contractually owed: as Badiou says, 'it pertains to the granting of a gift, *kharisma*.'⁹

⁹ Alain Badiou, *Saint Paul*, p.77.

To return to the specifics of architecture and Costacciaro, and now to save the situation there from a parasitical deprecation: it is in this possibility of salvation by means of the granting of a gift that we might hope to see the ethical task of the architect as agent, a task which reaches beyond the contractual and calculated legal relations in which she necessarily stands. It reaches beyond these written relations towards what is *not* mentioned in the Costacciaro contract, namely the community itself¹⁰ for which the town is constructed. The community is that body towards which the architect acts as an unwritten and uncontracted agent, just as the Duke, for all his invocation of analogies with his Lord in heaven (such invocations being the routine ruse of power), rules by virtue of and as agent of the community which brought him to power.¹¹

¹⁰ The full form of the contract does include a reference to the commune of Costacciaro, but only insofar as they are to provide building materials delivered to the site.

¹¹ As noted in Kirkbride op cit, see James Dennistoun, *Memoires of the Dukes of Urbino* (London: Longman, Brown, Green and Longmans, 1851), vol. 1 pp. 417-20 for details of the written constitutional agreement signed between Federico and the citizens of Urbino before they permitted him to enter the city to become ruler.

Why do we claim that the architect acts as agent for the community? For in this claim we wish to posit that unless - outside all contractual, legal, rewarded and predicable duties - the architect acts as generous agent towards the community, unless a gift occurs in the creation of the work, then there will be no such thing as architecture, properly defined. And this occurrence of the gift is the location of an ethics of architecture - an ethics necessarily outside the realm of law, just as justice is also beyond the law.

The architect acts as agent for the community because, if it is to be possible for a gift of architecture to be granted to it, then architecture must be defined thus: as an active and eventful reciprocity which engages the community. In no other manner could it be possible for such a gift to occur. Since the specific nature of architecture concerns the environment - buildings, places, landscape - this engaging reciprocity is for it the interplay between people/community and place/buildings; or between subject (us, community) and object (buildings). Architecture is inherently *situational*, in the meaning of the term which Sartre gives it: 'the situation is a relation of being between a for-itself [us] and the in-itself ['objects', environment] which the for-itself nihilates.... The situation is the subject illuminating things by his very surpassing...'¹² Architecture is inherently *disjunctive*, to again use the term from Kant's table of categories: it is to do with the reciprocity of agent and patient (in this case, people and place), a relation which itself is termed one of community.¹³

¹² Jean-Paul Sartre, *Being and Nothingness* trans. Hazel E Barnes (London: Methuen, 1958), p.549.

¹³ loc. cit. Or, to put it another way, architecture is inherently *theatrical* in the meaning of the term which Michael Fried gives it when he used it disparagingly to describe minimalist or 'literal' art. Cf .Michael Fried, 'Art and Objecthood', in *Art Forum* 5 (June 1967), pp. 12-23.

The architect acts as agent for the community insofar as they have a view to the communal - that is, situational and disjunctive - being of architecture. This act of respect has, necessarily, the nature of a gift; it will only occur beyond any rule of law, beyond any contract, and beyond any duty. In the case to hand: there is a so-called pragmatic task for the architecture to fulfil, namely the protection of the fabric of the town and the Duke's realm by means of a defensive bastion and tower. If the work of architecture does not achieve this, then the legal requirements have

not been discharged. But this is a necessary and *not* sufficient condition for what the architect should achieve; or, better put, the pragmatic aspect should only be an effect of analysis and reduction after the event, *not* at the origin of the creative and generous act. The creative and generous act of the architect is to operate on and maintain the scope of an *unreduced* situation. The sign of this at Costacciaro is explicitly given in the terrible and unexpected beauty of the ravelin – why, according to the law, should a bastion be beautiful? – and less explicitly and perhaps more intriguingly in the simple and everyday beauty of the tower.

Finally, and more radically, the work of architecture is to have the nature of a gift because the community to which this gift is given *does not yet exist*. It is a community to come,¹⁴ a community of future possibility, a community of those who perhaps have nothing in common aside from that which may come to occur by means of the architecture thus thought and created. It is not simply that the community of Costacciaro as a legal body is not party to the formal contract between architect, Duke and builder, since we can envisage that they might well be; but more that the community thought outside the law and thought in terms of an eventful architecture *cannot possibly be party to a contract*. There is nothing there of which the architect could be an agent except a sort of ghostly presence – if we can imagine such a thing as a futural ghost, the ghost of an architecture or community to come. And yet the architect, in acknowledging the essentially futural nature of architecture, should – it is a matter of ethics that they do – respond as this spectre's agent. We see that on the one hand the architect envisages the battle-to-come which will rage around the bastion- and tower-to-come, and gives that untameable event an indeterminable and open possibility or series of possibilities; and on the other, the uncalled-for event of beauty will occur here for one who approaches these architectural works from out of an unknown future. The agent of the future unknown: such might be the situation of architecture.

¹⁴ On this, see Giorgio Agamben, *The Coming Community* trans. Michael Hardt (Minneapolis: University of Minnesota Press, 1993).

