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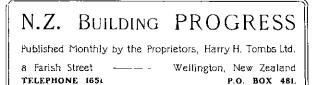
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### Band Rotunda,

The Rotunda is to be suitable for a public park, and is to be constructed as far as practicable of stone. There is no limit to cost, but mere size will not win the competition.

Each set of drawings to be on one small sheet, to be drawn to scale of one-eighth inch equal to one foot, and to consist of plan, elevation, and section. Drawings are to be inked in and shaded with diluted Indian ink. Any notes competitors wish to make are to be made on the drawings.

Mr. Leslie D. Coombs, A.R.I.B.A., of Dunedin, has kindly set this subject.

Designs must be sent in, finished as above, under a nom-deplune, addressed to **Progress**, 8 Farish Street, Wellington, and marked clearly "Forty-ninth Prize Competition" on outside with a covering letter giving competitor's name, and address of employer. Designs to be sent in by December 10th.

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### "The Quality of Fitness in Architecture."

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Length of Essay not to exceed 2000 words. Points will be given for original matter; practical application of the "quality," literary style, punctuation, grammar and spelling. Students are advised to read "Essentials in Architecture" by John Belcher, A.R.A. (5]-). Mr. Basil B. Hooper, A.R.I.B.A., of Dunedin has kindly set this subject.

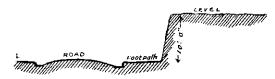
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### Motor House

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Drawings required : Plan, elevation and two sections to 1-inch scale.

Mr. Wm. Fielding, Architect, of Wellington has kindly set this subject.

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WELLINGTON, AUCKLAND, CHRISTCHURCH, AND DUNEDIN, NEW ZEALAND, NOVEMBER, 1916.

### Contents for November

D'. (				<sub>Раде</sub> 762
Directory				
Publisher's Ar	nnouncei	nents		763
Editorial				765
What is Art, & No. 111- ger, F.R.	by S.	Hurst	Sea-	76 <b>7</b>
Important Que Validity	of the	Arch	itect's	772
Certificate				
N.Z.I.A. Cou	incil M	eeting		774
Sarjeant Art G	allery C	Competi	tion	775
The Art Gall	eries of	Europ	e and	
the Sarjea	ant Art	Gallery	/3	776
Cement for C	rnamen	tation		778
Union of Pro	tessiona	l Men		779
Christchurch A	rchitect	ural Stu	dents'	
Association	on			778
Recent Town	Planni	ng		780
Federal Capita	al Comp	etition		780
Personal	••••	•••		780
Recent Buildin	ng Pater	nts	• • • •	780
Building Note	es			781
ට				C

### **Editorial Comment**

The Coming Age of Research In our issue of August under the accompanying heading we discussed the question of State organisation of scientific measure and the the

scientific research. Since then, the matter has been well ventilated in the daily press, the discussion in Auckland having been particularly useful and informative. Our university science professors have ably advocated lines of research, showing the direct advantage to the farming and commercial classes to be derived from well-planned work. Care has also been taken to urge the value of scientific work which, on the face of things, appears to bear only remotely on the practical things of commerce. New Zealand is full of opportunities for research. Even its geography has not been fully investigated. Few countries are so marvellously endowed by nature. The Dominion has been called "a pocket edition of the world's geology," and there are things geological yet to be discovered. A good start was made in this work, but the clamant demand for roads, railways, and more settlement has kept the purse-strings tight where geological surveys are concerned; in fact the work would have been still more curtailed but for the anxiety of New Zealanders to learn the possibilities of various oil indications in the North Island. The Hon. G. W. Russell, Minister of Internal Affairs, is evidently watching the discussion with sympathetic and enlightened interest, but it is significant of his poor estimate of legislator's concern for scientific research that he only ventured to ask Parliament for a grant of £250 for the purpose. He shrewdly takes notice of Mr. A. D. Bell's suggestion that the mica-schist deposits of Otago should be turned to account in the production of phosphates, which are used in large quantities in New Zealand's primary industry, because this proposal will win much parliamentary support from the farming community, which really dominates Parlia-A lengthy report was submitted to the ment. Minister by Dr. Allan Thomson, director of the Dominion Museum, outlining what the Hon. G. W. Russell describes as an ambitious scheme of scientific research. It was referred back for modi-The Government wishes to be extremely fication. modest in its early steps, as the microscopic nature of the first grant shows. Courage and imagination are required, and these qualities are possessed by New Zealanders, though possibly not by the National Government in its relation to the unexplored paths of science.

A dreadful thing has been happening at A "Blot" Potsdam! Simutaneously with the on Potsdam "strafings" of the English, and the

eallous blood sacrifices of Verdun, the building of a villa for the Crown Prince of Germany has been quietly going on at Potsdam, and the worst of it is, according to a Hun who writes with much emotion in the "Vossische Zeitung," that the With better taste than he could style is English! be credited with, the Crown Prince, in building a home, departed from the heavy effects of German domestic architecture, and selected a design based on the Elizabethan. He should, if he persists have a pretty home, but his choice is declared to be "a misfortune for Potsdam and for the credit of German architecture at home and abroad." It is true, says the critic, that since the war began attempts have been made in certain circles to speak of this house as belonging to "a Low German style" of architecture, "but that is mere embarrassment." The characteristics of "modern English domestic architecture'' are familiar, and there is no mis-taking this erection. "The Romantic chinneys, the false appearance of antiquity of the walls, the application to them of timber framing, the emphasizing of the hall by a big window, the projections which, in this instance, are devoid of the smallest practical meaning, the impression of low rooms created by low, broad windows-in short, the Elizabethan character of the whole design makes the house, as it were, a foreign body in the scenery of Potsdam."

Auckland motorists are moving in the Good Roads formation of a Good Roads Association,

and they deserve the heartiest support from motorists throughout the country. Local bodies should also help, for an enormous amount of ratepayers' money is wasted to-day on inadequate road work which will not stand up to the traffic. There is no governmental guidance to be obtained in regard to the relative advantages of different kinds of road surface material, though Government grants by the hundred thousand are spent annually by local bodies in the way that suits them best, within the limitation of their local knowledge. This question of good roads is as much a national one as education, and there is more waste of public money in this direction that upon education, which is well piloted from the centre by alive, thoroughly trained We hope to see some parallel administrators. system evolved for the making and maintenance of the country's greatest practical need, good roads.

### Imperial Organisation

The two leaders of the National Cabinet, now in London, have ventured further upon expressions of opinions on the imperial problem

than we would have expected after their shy reticence when a few legislators, on the last day of the session, endeavoured to "draw them out." Sir Joseph Ward's imperialism has always been live and practical, and he may yet see his scheme of feder-ation, coldly received at the last conference of premiers, brought into shape. His colleague, who in New Zealand talked less of the machinery of federation, and more of "the silken ties of blood and kinship," now goes the length of suggesting an imperial convention to consider the ties of Empire. His mind is evidently running in the direction of realising that some actual framework is required. The "Round Table" school of thinkers advocate an Imperial parliament, but politicians, being prone to compromise, may first approve some enlargement of the customary imperial conferences, and the establishment of a secretariat. The activity of thinkers outside the regular ranks of the politicians serves admirably to sustain thorough-going ideals on the great subject, and to bring into the discussion a wealth of carefully gathered information which no busy statesman has the opportunity of compiling. New Zealanders, who are now taking keen interest in the question, should be careful to avoid a bargaining attitude. The whole balance of inter-national affairs having been rudely disturbed, enormous patience will be required to settle the many after-the-war problems. Any talk of federation being the only chance of preventing disruption should be discountenanced. If the settlement of our fighting men after the war cannot be provided for before the peace, we must give first consideration to those who have the greatest claim upon our gratitude.

Art Galleries of Europe and the Wanganui Gallery

The Competition for the Art Gallery at Wanganui together with Art Galleries in other parts of world was the subject of a lecture given by Mr. Hurst Seager, F.R.I.B.A., in Wanganui on October 10th, just after the winner of the competition had been announced by

him, as Assessor for the Competition. We publish in another column the report of the lecture as given by a local paper owing to the remarkably eulogistic remarks made by the Assessor on the designs sent in. He states frankly with reference to the first design "that we are to have not mercly a building that will be "good enough," but which will be the "best possible," and better than the world's best (the italics are ours-Ed.) in all its essential features-a gallery which will be scientifically correct, structurally perfect, and architecturally beautiful." Referring to the four designs sent in for the final competition, Mr. Seager is reported to have said that "all of them---and especially the design placed second--would have ensured a more perfectly appointed art gallery than he had seen in any part of the world." We wonder whether any Assessor could have gone further! The winner has our heartiest congratulations.



**Architecture & Building** 

[Note—The Articles appearing on pages 767 to 775 are published by arrangement with the New Zealand Institute of Architects.]

### "What is Art, and who are Artists?"

### By S. HURST SEAGER, F.R.I.B.A.

It has been said that literature cannot fully convey the power of the other arts, and this is equally true of them all; each art has a power peculiar to it which cannot be conveyed by any other means than the art itself, thus neither descriptions nor definitions can carry us very far; for unless we know something of the thing defined it carries no meaning with it. It

man. Illustrations will assist us in realizing its far reaching truth.

Let us first see the process of passing natural supports through the alembic of man. There can be no better mode of realizing this than by means of a diagram (Fig. 1) which I copied some years ago from a book by Mr. Garbett, to whom I am indebted for an interpretation of it. We want a column, that is, a long body intended for transmitting pressure to or from a flat surface, and the expression we want to give is that of fitness to receive this pressure. Some nations have copied columns from trees, and some from men, but neither is imitating nature; on



Fig. 1-The Supports of Nature Compared with the Doric Column.

is only by long study and observation that the definitions have been framed, and it is only by long study that the full meaning of them can be grasped. The more comprehensive the definition, the greater the knowledge necessary to feel its full force. Still it is of great advantage to have a comprehensive definition before us to guide us in our observations and lead us more directly to good results.

Therefore let us remember one other which from its brevity and comprehensiveness is of great value. "Art is Nature passed through the alembic of man." It is hard to grasp the depth of meaning in this definition, nor is it much easier on learning that "alembic" is an old alehemist's term for crucible— Art is Nature passed through the "crucible" of



Fig. 2-The Doric Column as seen in the Parthenon at Athens.

the contrary, they are most unnatural, since Nature has not made either a tree or a man to serve the purpose of a column. Are there then no columns in nature? Certainly there are The limbs of all animals are columns, and the surface against which they press is the ground. The human arm uplifted to support a weight is also a column, and when pushing horizontally it is a horizontal column or strut. Now in comparing these natural columns, to discover what they have in common, we find :---First, that their transverse section has roundness, therefore we make the artificial column round. Second, we observe that they vary in length from four to ten times their greatest diameter, but that in animals remarkable for power and majesty they

767

do not exceed six times the said diameter. Therefore, when this character is aimed at, as for instance in the Greeian Doric temples, the columns are confined to a length of between four and six diameters. Third, with regard to their longitudinal outline or profile, they have a general diminution from their origin to the ankle or wrist, that is, to a point near the surface against which they are applied. Therefore we make the artificial column diminish from its origin, that is its base, to a point near the surface to be sustained. This diminution is in a contrary direction to that of the legs of animals, because they issue from the object to which they belong, and apply themselves to a surface below; but the legs of a fixed structure should issue from the sub-structure. and apply themselves to the support of that above, otherwise they would appear to belong to the superstructure, as do the supports of furniture which is

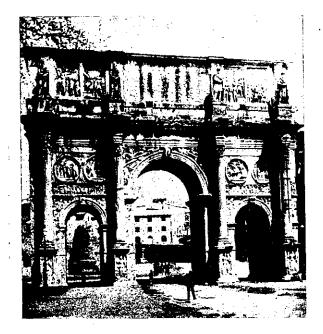


Fig. 5-The Arch of Constantine near the Roman Forum at Rome, shewing Columns used as Decoration.

made to be moved about. The position, therefore, of the column, is not that of the leg, but that of the uplifted arm. Fourth; another circumstance common to all models is that the diminution above noticed is not regular or in straight lines, but tends to convexity; i.e., the diminution at first slow, becomes more rapid towards the wrist or ankle; and this is accordingly imitated; the convexity or technically, entasis, being made much less than in the human example, because in that it is peculiarly great, and the object is not to imitate this or any other single model, not any particular limb, but the general idea of limbs, their central form avoiding all pecularities. If their outlines were, in universal nature, as frequently concave as convex, the correct imitation would be to make it straight; but this is not the case. Convexity predominates and slight convexity predominates over that which is more decided. *Fifth*, observe it to be a part of the nature of limbs, that after passing the smaller part there is a rapid swelling to form the extremity, either the hand, or paw, or hoof, and this is represented by what we call the capital. This protuberance is, in nature, commonly eccentric with regard to the axis of the limb, projecting most on the side to which the animal looks, and very slightly, and often not at all on the opposite side. But this eccentricity is least in the most powerful animals, and is properly omitted in the column as having an obvious relation to a property not intended to be expressed, namely, locomotion, for the foot always projects most on the side towards which it moves; and as the capital is not to move, there is no natural example for its



Fig. 4-Durham Cathedral. The Nave, shewing massive Columns and Beautiful Proportions.

projecting more on one side than another. Sixth, with regard to the outline of the extremity, we find it to be at first concave for a short distance, then becoming very slightly convex, and as it spreads the convexity slowly increases till it rapidly curves round and returns inward to a small distance.

Such are the points common to every animal extremity when applied against a flat surface; and such are those which constitute the profile of the capital in that wonderful specimen of generalised imitation, the Doric column, as seen in the finest of the Greek temples—the Parthenon, on the Acropolis at Athens (Figs. 1 and 2). This form, brought to perfection by Ictinus in the Periclean era—400 years, B.C.—has stood unrivaled for over 2,000 years, and to day we cannot improve upon what was done by those noble Greeks at that time. In the example given and in others of the Doric order, they did not stand the column on a base-following in this the Egyptian prototype at Beni Hassan. The necessity for a base was not felt in the Doric order which expressed material force and strength. Τo express this strength absolute rectangularity was For in the three kingdoms -animal, aimed at. vegetable and mineral--all those examples possessing strength are distinguished by their various parts being nearly or quite at right angles to each other, and many optical refinements were introduced by the Greeks to ensure that this impression of squareness should be created. In the lighter more graceful Ionic and Corinthian styles which followed the Dorie in Greek art the base was rightly added. Tt.

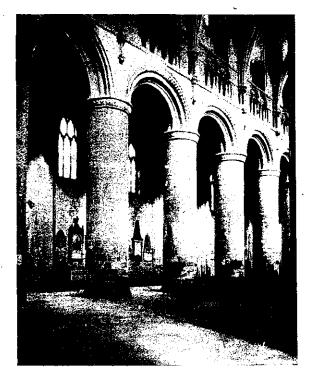


Fig. 5 · Gloucester Cathedral. The Nave, shewing Massive Columns, but Effect of the Whole Spoilt by lack of Proportion.

is worthy of mention that no feature, no principle, which they adopted has become obsolete; their work gave examples for all subsequent nations to make use of.

The Romans adopted the column from the conquered Greeks, but used it principally for decorating the face of works which did not need it for actual support. Thus in the fine arch of Constantine (Fig. 3.) at Rome, it is seen that the columns are simply applied to the surface of the work, and serve no other purpose than that of forming a ledge upon which figures are placed. The main work is done by the arches, and the columns are simply unnecessary appendages; they form no part of the construction of the work, and therefore violate a principle of truth which takes from it the right to be classed among works of the purest taste. Very different is the use made of the column by the mighty builders of the 11th and 12th centuries. Look at the grand Norman naves of Durham and Gloucester Cathedrals (Fig. 4 and 5.) How simple yet how noble they are! And note in comparing them the extreme beauty of proportion seen at Durham where —dividing the whole height into 9 parts—we have:--

	Nave Areade	Triforium	Clerestory
Durham	4	3	2
Gloucester	$5\frac{1}{2}$	$1\frac{1}{2}$	<b>2</b>
The teaching	ng of nature	at Gloucester	has been

ignored. A simple numerical ratio not only pleases the eye in matters of form, but also satisfies the ear by creating pleasing harmonies in sound. In these examples the base and the capital remain, but the



Fig. 6-Westminister Abbey. The Nave, shewing the Series of Columns and Shafts creating the Aspiring Effect seen in fully Developed Gothic Art.

subtle refinements of the Greeks have vanished; for in all Norman and later Gothic works, the columns are used only for the purpose of supporting arches. The face of these is, of course, vertical, and if the column were made to diminish, as in the Greek examples which support a flat entablature, the effect would be most unhappy. For in these Gothic buildings the columns are always seen as a series, only one side being visible at a time, and if the profile were not vertical they would appear to be falling over. The diminution in all Gothic works is therefore very wisely omitted.

From the sturdy nobility of the early Norman works we reach by a gradual process such marvellous creations as Westminster Abbey (Fig. 6.). The rudenesses of the earlier examples have now disappeared, and here we see a grand bursting forth into the lovely freshness of a new style, full of purity of force and vigour, expressing everywhere both constructure and artistic truth. Here, in the first half of the 13th century it reached its full power of expression. Our column has assumed a different



Fig. 7--Church of St. Jaques, Antwerp, shewing Columns with Capitals giving evident Support to the Wall above.

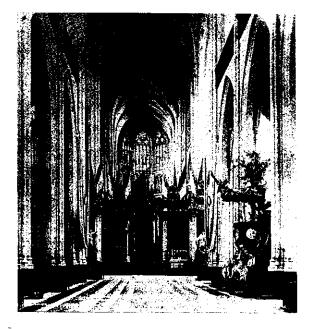


Fig. 8-St. Bavon, Ghent, shewing Diminished Beauty by the Omission of the Capitals of Columns.

form, but the main principles are retained, and by means of the slender shafts around the central pillar, the eye is led higher and higher by easy gradations, past the capitals, along the graceful, noble arches; it dwells for an instant upon the wonderfully beautiful triforium arcades, then up the delicate shafts beyond the elevestory windows, until it rests on the maze of intricate vaulting above.

In Belgium I found a very good illustration of the necessity of following the rules deduced from Nature's laws. Thus, in the Church of St. Jacques

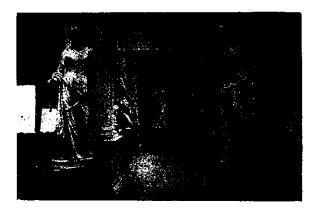


Fig. 9-The Venus of Milo and other Antique Statues, shewing the Generalised Imitation of Nature,

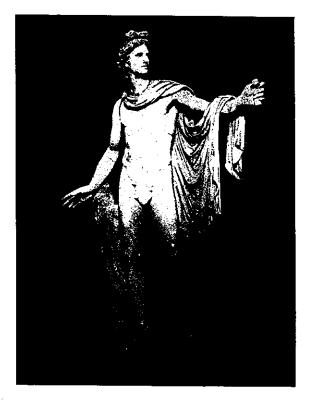


Fig. 10-Apollo, shewing Generalised Imitation of Nature.

at Antwerp (Fig. 7.) the principles we have found to govern columns are strictly adhered to, and the result is, in this respect at least, an artistic work the work of an artist. The church is in nearly every other part identical with the Cathedral of Ghent (Fig. 8.) but you will see at once that this is far less beautiful, and at the same time you will realise why it is so; you will see that these arches pass from the apex to the base without an intervening capital. The supporting element is not defined from the part supported, and the effect is a lack of beauty. The builders failed to follow the laws which are found to govern Nature's works.

Generalised imitation of nature, then, is the result of passing nature through the alembic of man; that is, the imitation of those qualities which are to be seen in every example of that which is to be imitated, leaving out all those qualities which are peculiar to the individual models. To draw the likeness of any particular man is not imitating nature, "for how can that be the nature of man in which no two individuals are the same?" To dis-

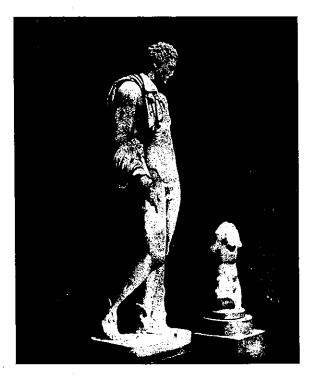


Fig. 11-Mercury, shewing the Recognition of Statues by Attributes.

cover and draw all that is common to a certain class of men, omitting everything which is peculiar to each, this is imitating nature. I have dwelt at some length upon the methods to be adopted in imitating Nature's columns or supports, because it is exactly upon the same principles that every noble work of Fine Art is produced. Artists seldom, if ever, try to generalise and embody the nature of a whole species. In each work they try to express some particular quality of mind or body, and their generalisation is confined to those individuals who possess this quality. Thus, the unknown Grecian artist or artists who created the wonderful statue of Venus, known as the Venus of Milo (Fig. 9.) (the name of the island on which it was found), sought to represent the quality of beauty as seen in woman; and to do this no individual model was taken, but every part, every feature was imitated in the manner I have spoken of, from those natural models in which beauty was seen, and by leaving out all those marks peculiar to the individuals a work of transcendent beauty results. And in representing the god Apollo (Fig. 10.) the same end was gained by exactly similar means; the qualities found among noble and handsome men were



Fig. 12:-Assyrian "Bull," shewing Symbolic treatment of Sculpture.



Fig. 13-Landseer's Lion, shewing Direct Copying of Natural Form.

selected and embodied in this statue, one of the most beautiful works of antique Sculpture extant. In all their gods the same expression of nobility and beauty is found, and it is only by their attributes that one is recognised from the other; as Mercury (Fig. 11.) is recognised by the small wings or "taleria" on his feet—which indicate the speed with which this messenger of the gods could fly down to earth—and the "caduccus" which he carries as the emblem of the messenger of peace!

The Assyrians, too, when they wished to express the strength, intelligence and far-reaching power of the nation, did not copy any natural example, but embodied in a figure of their own invention those qualities found in various models. Thus, in the highly symbolic piece of sculpture standing at the entrance to the palace at Nineveh (Fig. 12.) we see the principles of rectangularity conveying the expression of great force and power, and the representation of wings indicates the extent of rule, for we are led to think of the keen-eyed eagle, which, borne aloft on its powerful wings, can view a vast extent of territory, and swoop down when it will upon its Then we have the cloven hoof of the prey. virulent bull, and above all the majesty of intellect of man. Although neither part of this so-called bull copies exactly the features of the natural object, whose qualities it is intended it should represent, still it represents them too closely to attain that unity of expression which a work of art should possess. Yet, while this is so, we cannot stand before those wondrous productions without feeling the force of the ideas they are intended to convey.

Very different is it with the insipid looking animal of Landseer's (Fig. 13.) one of four at the base of Nelson's Column in Trafalgar Square. Here there is no passing through the "alembic," it is simply the copy of a natural lion in bronze. But it may be held that this being true to nature must be good. On the contrary, it is most unnatural. Nature never intended that lions should be cast in bronze, and set upon high blocks of granite; far greater pleasure would be conveyed by paying tribute to the noble animals themselves at the Zoological Gardens.

There must be an expenditure of thought and feeling, as well as technical skill, if the work is to attain to the dignity of Fine Art.

[Mr. Hurst Seager's series of interesting articles will be continued in subsequent issues.—Ed.]

### The Significance of Architecture

We take pleasure, or *should* take pleasure, in architectural construction altogether as the manifestation of an admirable human intelligence; it is not the strength, not the size, not the finish of the work which we are to venerate: rocks are always stronger, mountains always larger, all natural objects more finished; but it is the intelligence and resolution of man in overcoming physical difficulty which are to be the source of our pleasure and subject of our praise. And again, in decoration or beauty, it is less the actual loveliness of the thing produced, than the choice and invention concerned in the production, which are to delight us; the love and the thoughts of the workman more than his work: his work must always be imperfect, but his thoughts and affectious may be true and deep.-Ruskin.

### Important Question of Law

### **Concerning Architect's Certificates**

A case bearing on the question of the finality of Architect's Certificate for payment, was heard in the Auchland Supreme Court on August 24th and 25th last by his Hon. Judge Cooper who delivered the following judgment on August 28th.

This is an action in which the plaintiffs claim from the defendants the sum of £448 7s. 0d. balance alleged to be due to them by the defendants upon a final certificate issued by the architect for the defendants of the new Grand Theatre, Auckland.

The plaintiffs signed on the 8th February, 1914, a contract for the erection of the Theatre, the contract price being the sum of £9945. A subsequent contract for nearly £3000 for extra work for the erection of a basement billiard room, etc., was signed by the plaintiffs some time afterwards. Certain general extras were also ordered by the architect and some variations and deviations from the specifications were also made by the architect. Progress payments to the amount of £12,350 had been made by the defendants on certificates issued by their architect, and the final certificate was for the balance certified by the architect to be due to the plaintiffs after allowing for extras and after deducting for work not done in consequence of the variations from time to time of the specifications. The certificate is in the following terms:---

### CERTIFICATE FOR PAYMENT.

Phonix Chambers, Queen Street, October 14th, 1915 Picture Theatre and Basement Contract for Webster & Tonks. We hereby certify that Messrs, Johns & Son, Contractors, Auckland are entitled to the sum of four hundred and forty-eight pounds seven shillings (£448 7s. 0d.) for work done, material supplied on site in the above.

$-\Lambda$	mount of	contract				£12,969	0	0
Ð	eductions	••	• •			170	13	0
						£12,798	7	0
$-\Lambda$	mount of	previous	certifi	cates		£12,350	0	0
А	mount of	this cert	ificate	• •	••	448	7	0
						£12,798	7	0
	Ba	lance				£448	7	0
			в. с.	CHILA	NELL,	Archited	et.	_

The contract was not signed by the defendants or by anyone on their behalf and the form of appointment of the architect provided at the foot of the contract does not contain the architect's name, the blank in the form not having been filled in.

The statement of defence, *inter alia*, contains a denial that the contract set up by the plaintiffs was the contract between the parties, and in order to ascertain what was the real contract between the parties evidence was taken on Thursday and Friday last. At the conclusion of this evidence Mr. Ostler admitted on behalf of the defendants that the defendants, although they had not signed the contract, were bound by it and its terms, and that the architect was their architect. The contract is a short standard form settled between the Institute of Architects and the Builders' Association in 1910 and incorporates the "General Conditions" similarly settled.

The contract having been established and admitted, a very important question of law has risen, namely, whether the defendants can, in the face of the architect's final certificate, dispute the validity of the plaintiffs' claim, unless they can prove that the certificate was given by the fraud and collusion of and between the architect and the contractors, and this is not alleged.

Where under a contract for the performance of work the decision of the architect or engineer on matters within the contract is made final and conclusive, and the certificate of the architect or engineer of the architect is made final and conclusive, both parties are bound by the decision or certificate of such architect or engineer, unless fraud and collusion between the parties claiming under the decision or certificate of the architect or engineer is established, or unless upon a construction of the contract between the parties it appears that the decision or certificate was not intended to be final and conclusive. There is ample authority for this proposition. L need only cite three decisions of the Supreme Court of New Zealand in support of it, namely, Forrest v. Ohinemuri County 299 N.Z.L.R. 401, 12 G.L.R. 342, Burns and Kenealy v. Furby 4 N.Z.L.R. 110, and Fraser v. Mayor of Hamilton 32 N.Z.L.R. 205, 15 G.L.R. 156.

Some years ago the Royal Institute of British Architects sanctioned a form of contract which has been from that time in general use in the building trade in Great Britain, and it has been held by the English Court of Appeal in Robins v. Goddard 1905 1 K.B. 294, that because in that form of contract there is an Arbitration clause to which a dissatisfied party to the contract could resort, and which gave the Arbitration power to open up, review, and revise any certificate or decision of the architect, save in regard to matters expressly excepted from the Arbitration clause, the certificate or decision of the architect having been made subject to the decision of an arbitrator, the certificate or decision was not final. It was further held in that case that the builder having such the employer, and the employer not having elected to go to Arbitration, the employer could in the action dispute the validity and finality of the architect's certificate. Mr. Justice Farwell had held that the certificate was final (Robins v. Goddard 1904 2 Ch 261) and his The general facts in that judgment was reversed. case were practically similar to those in the present case, and if the contract in this case was not materially different from the contract in Robins v. Goddard, this Court ought to follow the judgment of the English Court of Appeal.

It is clear that the arbitration clauses in the "Conditions" which are incorporated in the present contract have been founded upon the British contract. Clause 32 of the British contract is as follows:---

Provided always that in any case any dispute or difference shall arise between the employer or the architect on his behalf and the contractor, either during the progress of the works or after the determination, abandonment, or breach of the contract, as to the construction of the contract, or as to any matter or thing arising thereignder (except as to matters left to the sole discretion of the architect under clauses 4, 16 and 19 and the exercise by him under clause 18 of the right to have any work opened up) or as to the withholding by the architect of any certificate to which the contractor may claim to be entitled, then either party shall forthwith give notice of such dispute or difference, and such dispute or difference shall be and is hereby, referred to the arbitration and final decision of .... and the award of such arbitrator shall be final and binding on the parties. Such reference, except on the question of certificate, shall not be opened until after the completion, or alleged completion of the works unless with the written consent of the employer or architeet and the contractor. The arbitrator shall have power to open up, review, and revise any certificate, opinion, decision, requisition, or notice. save in regard to the said matters expressly excepted above, and to determine all matters in dispute which shall be submitted to him and of which notice shall have been given as aforesaid, in the same manner as if no such certificate, opinion, decision, requisition, or notice had been given.

I cite in full clauses 25 and 26 of the present contract:—

25. In case any question, dispute, or difference shall arise between the employer or the architect on the one hand and the contractor on the other touching the construction of this contract or as to the payment for extra works for which the architect shall have given or shall have refused to give an order in writing, or as to any allowance or compensation to be paid to the contractor, or as to the refusal of the architect to measure or appraise or to issue any certificate, or touching the appointment of any substitute for the architect, or as to any other matter or thing arising out of these conditions, or relating thereto, such dispute, shall, if not otherwise distinctly provided for by any of the foregoing clauses, be settled and determined by the award of one referce if the parties can agree on one reference, and the award of such referee shall be made within 30 days after the matter shall have been referred to him or within such further time, not being more than 30 days additional, as the referee shall by any writing signed by him from time to time appoint, or within such further time as the Supreme Court or a Judge shall order, and the said award when so made shall be final and binding upon all parties.

26. The said referee shall have power to examine witnesses, including the parties, on oath, and to call for all documents and papers relating to the matters referred, and the costs and expenses attending and incidental to the said reference and award shall be borne and paid by the owner or contractor as the said referee shall direct. The referee shall have power to open, review, and revise any certificate, opinion, decision, or requisition, or notice, save in regard to the said matters expressly excepted as above, and to determine all matters in dispute which shall be submitted to him, and of which notice shall have been given as aforesaid in the same manner as if no certificate, opinion, decision, or requisition or notice had been given. Upon every or any such reference the costs of and incidental to the reference and award respectively shall be in the discretion of the referee who may determine the amount thereof or direct the same to be taxed as between Solicitor and Client or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

First it is clear that the question, dispute, or difference, which is to be referred to arbitration is one which may be between the employer and the contractor, or between the architect and the contractor. In Robins v. Goddard where the words used were substantially the same it was held that an employer when sued by the contractor was entitled, because of clause 32, to dispute the finality of the architect's certificate. Secondly under clause 26 of the present contract, the arbitrator is given power to open, review, and revise any certificate, opinion, decision, requisition or notice, save as expressly excepted by clause 25 as if no certificate etc. have been given. In this contract as well as in the British contract, this power of the arbitrator has a limitation. In the British contract the limitation was "except as to matters left to the sole discretion of the architect" under certain clauses in the contract. In the present case the arbitration clause extends to all matters or things arising out of the conditions or relating thereto "not otherwise distinctly provided for by any of the foregoing clauses of the conditions. Clauses 25 and 26 are, therefore, fully as wide as Clause 32 of the British conditions.

In the British contract there is an express provision that no certificate of the architect shall be considered conclusive evidence as to the sufficiency of any work or materials to which it relates, or should relieve the contractor from the liability to make good all defects as provided by the agreement.

There is no similar clause in the present conditions but there is no provision in any of the clauses of these conditions which makes the certificates issued by the architect final. Mr. Haddow has submitted that certain of the clauses produce this result and he cites in particular clauses 19 and 20. Clause 19 gives to the contractor a right to sue for the amount of an overdue certificate and entitles him to charge interest on the amount, but it does not state that the certificate is final and conclusive. Clause 20 provides for a certificate of completion, but in neither of these clauses nor in any of the other conditions relating to certificates to be given by the architect, is there any "distinct provision" taking a dispute in reference to such certificates out of the ambit of the arbitration clauses.

The specifications annexed to the conditions in the present case provide that the works are to be executed to the "entire" satisfaction of the architect. These specifications are expressly subject to the conditions of the contract. There is no statement in the specifications which makes a certificate that the work is done to the satisfaction of the architect conclusive. In the British conditions the works had to be executed to the reasonable satisfaction of the architect. Under both the British conditions and the present conditions the employer is, no doubt, bound by many acts of his architect, for instance, when the contract contains,

as the present contract does, power to the architect, as agent of the employer, to authorise extra works, or deviations from, or variations of the contract, the employer cannot dispute the agency of the architect, but as regards the price to be paid for extra works or to be allowed for deviations or variations, these matters are within the arbitration clause. The arbitration clauses apply equally to a dispute by the employer where a certificate has been given, and to a dispute by the contractor when a certificate is refused. In my opinion the object and meaning of clauses 25 and 26 is to enable either party to go to arbitration upon any matter which is not otherwise distinctly provided for in the conditions. I am of opinion, therefore, that Robins v. Goddard applies to the present case. There the contractor sued the employer for the money due on the architect's certificates including the final The employer was held to be entitled to certificate. dispute his liability upon the certificates and to counterclaim in respect of defective work and materials and for the cost of re-executing work which was thus defective. The substantial ground upon which Mr. Justice Farwell's judgment was reversed, was, as appears from the judgments of the Master of the Rolls, and of Lord Justice Stirling, that the arbitration clause entitled the arbitrator to revise, review, and reopen the matter as if no certificate had been given. The same power is given to the arbitrator here, and I adopt the words of the Master of the Rolls "if something which purports to be conclusive is made subject to revision, it loses its quality of finality, that is the case here, where the decision of the architect is made subject to the decision of an arbitrator."

### **Council Meeting**

A meeting of the Council of the New Zealand Institute of Architects was held on October 3rd, 1916, when the following were present:— Mr. W. A. Cumming (president); Messrs, Wm. C. Chatfield and A. Atkins (past presidents); W. Crichton (vicepresident); S. Hurst Seager (Canterbury); E. W. Walden (Otago); J. H. McKay, C. A. Lawrence and J. Charlesworth (Wellington); J. S. Swan (hon, treasurer); W. Gray Young (hon, secretary); and the Secretary.

Proxies were lodged by Messrs. P. J. Wales and B. B. Hooper in favour of Mr. Walden. Apologies for non-attendance were received and accepted on behalf of Messrs. Hooper, Wales, Clarkson, Hart, Wilson, Goldsboro' and Allsop.

On the motion of the president the minutes of the previous meeting which had been mineographed and eirculated, were taken as read and confirmed. The minutes of an extraordinary meeting held on the 4th September last, were reported and adopted.

### Correspondence.

Mr. E. E. Gillman wrote asking the Council to advance him to the rank of Fellow. The secretary was instructed to reply pointing out that the application must be made through the District Branch to which the applicant belongs. Mr. Gillman was therefore referred to the Auckland branch. A letter was read from the Minister of Defence agreeing to the Institute's request to enable student members with the forces to be discharged in England, should they so desire, subject to the consent of the General Officer Commanding the Expeditionary Forces.

Mr. Hooper wrote asking the Council to set up a special committee to consider present and possible amendments to the Regulations. It was decided to reply that a file was now kept, on which were recorded all suggested amendments to be dealt with at a suitable time. Mr. Hooper was asked to say in what particular direction he wished the Regulations amended.

The Otago district branch wrote suggesting that the Institute should invite the Government to institute a competition for at least the facades of the new Post Office in Dunedin. Some discussion followed, on the grounds that it seemed to be undesirable to ask for a Competition for any one portion of a building. It was resolved, on the motion of Mr. Hurst Seager:--"That the Government be asked to arrange a competition for the new Post Office at Dunedin, in terms of the Institute's Regulations for Architectural Competition; and that if thought necessary a plan of the office requirements could be attached to and form the basis of the Competition."

Mr. Gummer wrote accepting advisory membership of the Education Committee.

A letter was read from Mr. T. H. White, Opotiki, expressing his thanks and appreciation of the good wishes of the Council on the occasion of his golden wedding.

### Members on Active Service.

The Secretary reported to the Council that Lieutenant V. P. Haughton, New Zealand Field Artillery, a member of the Institute, had been seriously wounded, whilst serving in France. It was resolved that a letter be sent to his father, expressing the sympathy of the Council and hopes for Lieutenant Haughton's speedy recovery.

The Secretary also reported, as killed in action, Major Fleming Ross, son-in-law of Mr. G. G. Schwartz a former Member of Council. The secretary was instructed to write to Mr. Schwartz and convey to him the sympathy of the Council.

In connection with Members on active service the Secretary was directed to write to all district branches for the purpose of obtaining a complete list of members for a Roll of Honour, the branch secretaries to be asked to supply, where possible, the Reinforcement number and regiment and to report any casualties that may come to their knowledge.

### Conditions of Contract.

A memorandum by the president as to the finality of an architect's certificate as set forth in the general conditions of contract was considered. The question arose out of a case recently heard in the Supreme Court at Auckland in which an employer refused to make the final payment to the contractor in terms of the architect's final certificate. The president submitted a copy of the written judgment from which it would appear that there can be no finality to any matter which is subsequently liable to arbitration. As the case is of great

importance and interest to all members the judgment was ordered to be printed in the next issue of the Journal. The president also detailed his suggestion for an alteration in Clause 25 which he thought might overcome the difficulty.

As the contractor's case appeared to have been to some extent prejudiced by the fact that the conditions had never been signed, it was resolved on the motion of Mr. Hurst Seager:--"That in the opinion of this Council it is the bounden duty of the architect to ensure that the agreement and the conditions of contract are signed by the employer in order that the interests of the contractor may be protected."

### General.

The secretary presented all the certificates of membership duly signed and scaled. These were now to be posted to all members, without delay, save those whose subscriptions were in arrear.

Several accounts were passed for payment.

As it appeared improbable that there would be another Council Meeting prior to the Annual Meeting in November, the following Councillors were appointed a Committee to make the necessary arrangements for the election and to draw up the annual report: The president, Mr. W. A. Cumming, Mr. Chatfield, Mr. Atkins, Mr. Crichton, Mr. W. Grav Young.

Mr. Frank Peck, F.R.I.B.A., who was conditionally admitted at the last meeting, sent in his application form and fees. The form was then signed by the president on behalf of the Council.

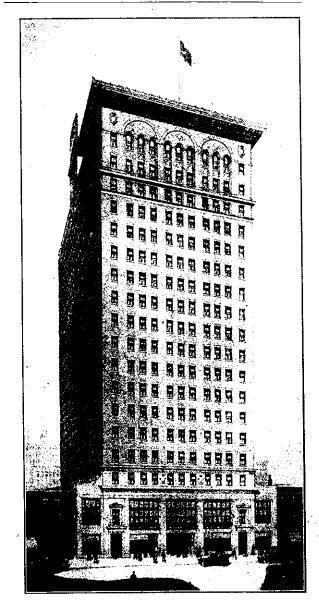
Applications for membership from the following were considered:--Mr. C. E. Harris, Christchurch; Mr. H. L. Massey, Auckland; and Mr. E. Phillips, Auckland. All these applications being in order the applications were duly admitted.

### The Decline of Gothic

The life of a nation is usually, like the flow of a lava stream, first bright and fierce, then languid and covered, at last advancing only by the tumbling over and over of its frozen blocks. And that last condition is a sad one to look upon. All the steps are marked most clearly in the arts, and in architecture more than in any other; for it, being especially dependent, as we have just said, on the warmth of true life, is also peculiarly sensible of the hemlock cold of the false; and I do not know anything more oppressive when the mind is once awakened to its characteristics than the aspect of a dead architecture. The feebleness of childhood is full of promise and interest-the struggle of imperfect knowledge, full of energy and continuity-but to see impotence and rigidity settling upon the form of the developed man; to see the types which once had the die of thought struck fresh upon them, worn flat by over use; to see the shell of the living creature in its adult form, when its colours are faded and its inhabitant perished---this is a sight more humiliating, more melancholy, than the vanishing of all knowledge and the return to confessed and helpless infancy .- .- "Ruskin."

### The Sarjeant Art Gallery Competition

It was our intention to publish this month some particulars of this Competition, but owing to the fact that up to the time of going to press the Wanganui Council had not made public the full decision of the Assessor, we are unable to do so this month. We hope however to have some interesting particulars for publication for next month. There will be an Art Edition of this Competition published on first-class paper containing the Assessor's full Reports, with illustrations of the drawings of the final four competitors' In the meantime we would draw our readers' designs. attention to the Assessor's remarks contained in the report (published on this page) of a public lecture given in Wanganui on Art Galleries generally.



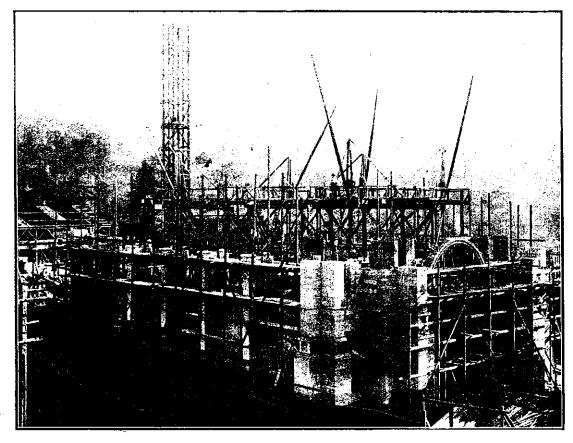
Chicago's new Y. M. C. A. Hotel which has 1821 Bedrooms.

### The Art Galleries of Europe and the Sarjeant Gallery

The large audience which assembled last evening at the Opera House (says the Wanganui Chronicle of October 11th), must have afforded Mr. Hurst Seager gratifying evidence of the fact that there are many citizens of Wanganui who take a lively and intelligent interest in the artistic, as well as the material, development of their city. The main purpose of Mr. Seager's lecture was to illustrate and explain the scientific, structural and architectural merits of the accepted plan for the Sarjeant Art Gallery, in comparison with the art galleries of Europe. Mr. Seager, who is recognized as one of the foremost architects of the Dominion, may be said to have made a hobby, and consequently a study, of that all-important essential of art galleries- the effective lighting of the pictures. He has personally visited most of the best-known galleries of the world and, with camera and note-book, carefully recorded their deficiencies and defects. It is a curious circumstance, recognized alike by experts and laymen, that in no single instance have the builders of the great galleries succeeded in solving the problem of satisfactory lighting. From the point of view of architectural beauty they have provided magnificent buildings for the housing of the priceless works of the great masters; but they have all, in greater or less degree, failed to evolve a system of lighting such as would enable the full beauty of the pictures to be seen without the annoying and eye-trying distractions of shadows and reflections. Mr. Seager set himself to solve this problem, and it is indeed fortunate for Wanganui that the Australian and New Zealand architects who competed in the designs for our local gallery should have had the advantage of his wide experience and special knowledge. The result is-as was clearly illustrated by the excellent lantern slides provided for the lecture by Mr. F. J. Denton -- that we are to have not merely a building that will be "good enough" for its special purpose, but which will be the "best possible," and better than the world's best in all its essential features-a gallery which will be scientifically correct, structurally perfect and architecturally beautiful. This in itself is a big thing, yet it assumes even more imposing proportions when regarded as only part of the complete scheme which has been evolved by the Author of No. 16 for the utilization of the magnificent site on which the Sarjeant Art Gallery is to be crected. It is a most alluring scheme, a truly noble conception, and its ultimate consummation-for which we must all strive---will endow our town with one of the most imposing and picturesque civic centres in Australasia. And, as Mr. Seager pointed out, the first step towards the attainment of this desirable end has been made possible by the munificent generosity of one public-spirited citizen, and it is for others to follow the late Mr. Henry Sarjeant's noble example. Mr. Seager paid a warm tribute to the Author of the design No. 2, whose excellent design secured the second honours in the competition, and he also eulogised the merits of the designs which were placed respectively third and fourth. The outstanding merit of the winning design was evidenced by the lecturer's statement that but for the Winner's splendid conception, either of the other three designs which came up for the final test would have been eminently satisfactory, and that all of them—and especially No. 2--would have ensured a more perfectly appointed art gallery than he had seen in any part of the world.

In the unavoidable absence of the Mayor, Mr. Geo. Spriggens (Deputy-Mayor) presided, and at the conclusion of the lecture Cr. G. W. McCaul in-

upon declined to have anything further to do with the matter and billed the client for the usual charges. This was all the architect had to do with the matter for some time. In the meantime the client paid progress payments to the builder amounting to some hundreds of pounds in eash. Four months later the client returned to the architect and complained that the work was at a standstill, and what work there was completed was badly carried out, and that as the house was not sufficiently advanced by the time promised to accommodate him he was paying two The architect releated, was sorry for the rents. elient, and agreed to consult him and see what was the best to be done. They visited the building



Dunedin's New Cathedral-showing Progress made in the Building to date.

vited the audience to join with him in according Mr. Seager a hearty vote of thanks—an invitation which met with an enthusiastic response.

### Inadequate Supervision in Home Building

In a northern city an architect reports the following experience. A client of his arranged to build a house for which he drew the necessary plans, and agreed upon the price for same after which tenders were called. The client then on his own account, (and with a view to saving the architect's fee), let the job to a friendly builder. The architect theretogether and reported to client's solicitor, after having advised him not to make any more progress payments to the builder. The persuasive eloquence of the builder, however, got the better of the client, and he parted with all his available cash.

The architect reported to the solicitor that his enquiries showed that the bulk of the materials were not paid for, and a considerable sum was owing for wages and the house was only two-thirds finished. No legal agreement had been made between the parties. A summons was issued against the builder, but alas his address was "not known." The unfortunate client who was so economical that he decided to do without adequate supervision in the end had to do without his house.

### Christchurch Architectural Students Association

The Annual report of the Committee of the Christchurch Architectural Students' Association for the Session ending September 30th, 1916 took place last month.

The first general meeting of the second session of the Association was held on March 25th, 1916. The following were elected to the Committee:— Messrs G. W. Haines, Honorary Secretary; H. G. Cotterill, Chairman; R. S. D. Harman, Hon. Sec. Design; H. S. Clarkson. Mr. S. L. Blackburn was elected Hon. Photographer to the Association for the Session.

At present the Association consists of 16 members and 11 Honorary Members, and 1 Life Member, as against 11 Members and 8 Hon. Members of the previous year.

The following Members and Hon. Members have volunteered for Active Service:--Messrs G. Checkley, L. D. Bestall, W. M. Lawry, A. Ball, A. Postgate, W. H. Trengrove, R. S. D. Harman, D. Hall, A. D. Reese, M. K. Macleod, F. S. Candy, and W. V. Wilson. Messrs Checkley, Bestall and Lawry are now at the Front.

It was decided that the Session should extend from March to September, and that six design subjects should be set during the year.

The following gentlemen have set design subjeets:-Mr. M. J. Guthrie,-A Small Sports Pavilion; Mr. J. G. Collins,-A Week-end Cottage; Mr. A. D. Reese,--A Tea Kiosk; Mr. W. A. P. Clarkson, -An Ingle Nook; Mr. T. D. Brown,-A Telephone Call Box; Mr. G. A. J. Hart, -A Cabman's Shelter and Newspaper Kiosk.

A fine response has been made to all these competitions by the members, and the adjudicators have expressed pleasure at the quality of the work and progress made Aesthetic design, neat draughsmanship and sound construction have been the points the assessors have laid great stress upon.

At the third meeting Mr. Herdman Smith, Director of the School of Art, gave a very interesting and instructive lecture on "Relief Decoration." Mr. R. Speight, Curator of the Canterbury Museum, gave a most instructive lecture on "New Zealand Building Stones," illustrating the lecture by numerous specimens which he brought with him. At the fifth meeting Mr. W. F. Robinson touched upon the subject of "Estimating." He explained the various methods and pointed out the defects of each and his lecture was much appreciated by all those who were present.

Two volumes of the Building World, kindly contributed by Mr. Robinson, which have been bound, and also the Studio Year Book for 1916, now adorn the shelves of the library. Mr. M. J. Guthrie generously offered a prize of half a guinea to the student gaining the highest number of marks in the competitions. The committee thanked the local Branch of the New Zealand Institute of Architects for the use of their room, and gratefully acknowledged the support and interest shown by those

Members of the Institute and other gentlemen who have done much to make the meetings successful and instructive.

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### **Cement for Ornamentation**

Cement and concrete are playing a very important part in the ornamentation of business structures of to-day.



An Ornamental Cement Doorway

A very fine instance is the Consolidated Realty Company Building in Los Angeles. The entire first

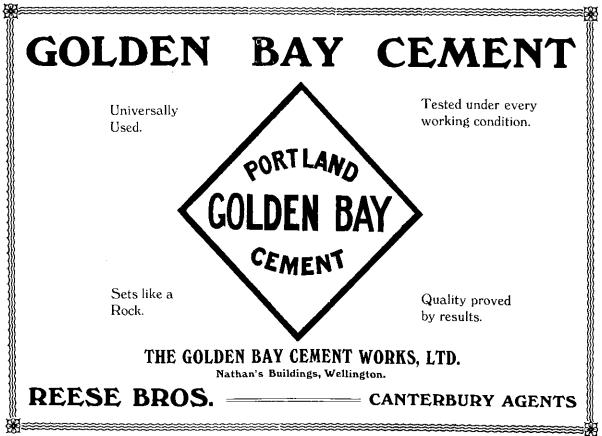


Cement Doorway

two stories, including vent openings, sills, transome bars, spandrels, frieze main and back entrance, are all of artificial stone (cement). The same method is employed in securing this facing work to the plain structure as is used in terra cotta work, namely, all work is locked round the reinforced concrete, which was already erected. The fluted columns were constructed in one piece in position, all other work was cast at the works of the company and placed after All the ornamental work was cast in gelatine setting. moulds, thereby getting a greater amount of undereut, giving the fine finish and relief. The cost was approximately £1,200.

### Union of Professional Men

An application has been made at Brisbane to the Arbitration Court that an association of architects, engineers, and surveyors be registered as an industrial union. This came as a great surprise to members of the professions elsewhere, and it has also caused considerable indignation, for it is felt that there would be something derogatory in professions taking the status of trade unions. It is said that a good many of the engineers and surveyors in the civil service are behind the movement. One of the Victorian institutes interested in the matter will take all possible steps to defeat this move, and, if necessary, there will be an appeal to the High Court, for it is contended that the registration would be invalid.



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November 1916

controlling the valve-spindle so as to cause such valve to close after a predetermined number of revolutions of such fan, wheel, or screw. The invention may be carried out in a number of ways in which fans, or water-wheels or screws, of different designs may be employed to actuate the mechanism controlling the valve-spindle.

Artificial Stone. - Patent No. 274, by P. Ford and Sons, England. In the manufacture of reflectors, tiles, building blocks, and the like,

ctors, tiles, building blocks, and the like, pieces of alabaster or gypsum of irregular or uniform size are mixed with cement and moulded or rolled to the desired shape. The articles and blocks so formed are then cut and polished.

Ordinary cement is used, and in some instances may be replaced by plastic vulcanite or by semi-transparent or colourd cement.

As applied to electric light reflectors the moulded shade is turned and polished and polished and becomes semi-transpar-

ent, the light being diffused through the alabaster chips A.

**Read Making.**—A patent, No. 606, has been taken out by L. Litton, of New South Wales, to increase the wearing qualities and facilitate the rolling of a road, by substituting unbroken pebbles for the usual angular pieces of broken metal.

### Notice to Subscribers

"N.Z. Building Progress" is posted each month through the G.P.O. at Wellington. If any subscriber should not get his copy, another will be sent him if we are notified in good time. The paper is supplied from year to year only, and if subscribers continue to receive the paper after expiry of the current year, we shall accept it as an intimation of their desire to continue for another twelve months. We undertake to supply the paper for such further term. Notice of discontinuance must be sent to the Manager, 8 Farish Street, Wellington in writing, as no Agent has authority to receive notice of discontinuance on our behalf. The subscription is 7/6 per annum. A discount of 1/- will be allowed off this amount if subscription is paid in advance.

### **Building Notes**

### AUCKLAND.

The proposed new building for the Y.W.C.A. has now progressed another stage, the tender of Mr. G. Garner for £15,532 having been accepted last month out of 13 sent in.

The designs, as reported in our October issue, come from the offices of that very live firm Messrs. Hoggard & Prouse and W. H. Gammer, A.R.I.B.A. and the building is to be erected next to Myers Park, overlooking the city. The ground slopes charply at the back, so that there will be a three-storey frontage to Queen Street, and five storeys at the The structure will be of steel and ferro-concrete, rear. while the front elevation will be most striking in appearance. A sweeping flight of stone steps leads up to the portico at the main entrance in the middle of the building, this being supported by two imposing lonic pillars, and extending as high as the second storey. A wide terrace, with a pergola roof, runs the entire length of the Queen Street frontage for the second storey, while a flat roof will permit of a full size tenuis court on the top of the building. A strikingly-designed lounge lobby opens out from the main entrance, several large open fireplaces giving a very comfortable and cosy appearance. A lecture nall, with a seating capacity for 250, is to be built on the main floor, with a separate entrance on the lower ground floor level. A roomy gymnasium, 64ft. by 36ft, and a games room occupy space on the basement level, and special attention has been paid to the requirements of the junior department of the association, Class-rooms, rest-rooms, locker-rooms, and

### W. A. CHOTE, FARISH ST. PHONE 763.



### PATENTS Obtained in all Countries!

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DUNEDIN	. Joel's Building, Crawford Street
CHRISTCHURCH	Corner of High and Cashel Sts.
INVERCARGILL	Esk Street
	8 Smeeton's Buildings
NEW PLYMOUTH	Walter Bewley, Representative
WANGANUI	J. L. Stevenson, Representative
NAPIER	. Cranby & Co., Representatives
HASTINGS	J. A. Fraser. Representative
NELSON	G. Langley Bell, Representative
BLENHEIM W	T Churchward, Representative
PALMERSTON NORTH, R	avenhill & Co., Representatives

Head Office: 215 Lambton Quay, Wellington offices have all been provided, and when the building is finished, it will rank as one of the very best of its kind in this part of the world, being not only most attractive in appearance, but also built with a view to the growing needs and special requirements of the association.

The Auckland Hospital and Charitable Aid Board at its meeting last month decided not to proceed with the crection of the new cottage hospital at Warkworth in view of the existing war conditions.

A new building is required at Newmarket school to accommodate the additional scholars. At a recent Council meeting it was decided that a letter be sent to the Education Board asking if there was any reasonable prospect of a new school being erected in the neur future on the site which had been proposed. It was moved that the town clerk be instructed to write to the board inquiring if Dr. Anderson, Director of Education, had inspected the school as promised, and what the board proposed to do in regard to the crection of a new school at Newmarket.

Mr. D. Jack's tender of £2285 was accepted during the month for the auxiliary premises of the Girls' Grammar School which it is hoped to complete by February.

A serious fire occurred at Tangowahine near Dargaville by which a sawmill owned by Messrs. Gibbons Ltd. was destroyed. Danage is estimated at £5000. Two million feet of sawn timber had a narrow escape from destruction owing to the direction of the wind.

### CHRISTCHURCH.

The directors of the Canterbury Aviation Company have secured a site for their Flying School adjoining Plumpton Park. The area is nearly as large as that of the Hendon Acrodrome. Lieut, J. W. H. Scotland (the New Zealand aviator who recently returned from Mesopotania) spent some days in inspecting the various sites offered, and considered the one selected very suitable for the purpose. The flying ground will be very convenient of access, being under six miles from Christchurch, and accessible by tram or rail, and should prove attractive to visitors.

### Public Notice.

The Proprietors (Vandervell & Midgley) of Letters Patent of New Zealand No. 30588 for an invention relating to "Variable Speed Self-regulating Dynamo Electric Machines" are desirous of disposing of the said Letters Patent, or of granting licenses thereunder, in order that the invention may be carried out in New Zealand.

For particulars address—

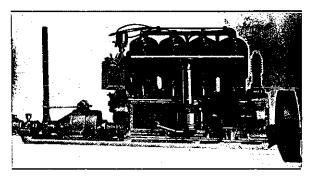
BALDWIN & RAYWARD, Patent Attorneys, Wellington, Auckland, Christehurch, Dunedin,

:	Telephone 2693
Edward D. McLar Quantity Surveyor	-
221 Victoria Arcade Auchland	
Telephone No. 2499	
Hugh C. Grierson	
A1 Security Buildings,	rchitect

### Loew Victor Motors

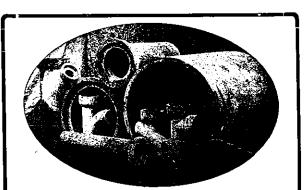
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The preparation of the ground will be taken in hand immediately, fences and trees removed. and minor preparation of the surface attended to.

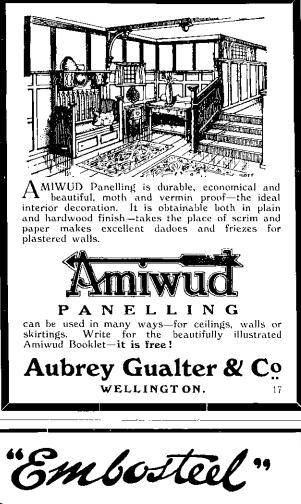
Hangars and repairing shops will be built, and accommodation provided for staff and pupils. The pupils will be provided with sleeping and living accommodation, lighting and firing, bathrooms, and a small library of flying literature, also a tennis court for exercise on non-flying days, but will probably be invited to run their own mess, as is commonly done in similar institutions elsewhere.

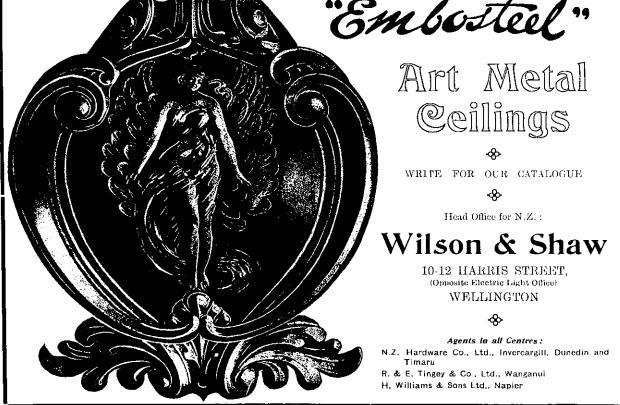
### DUNEDIN.

Mr. J. A. Burnside reports the following works recently completed:—Additions to residence of the late John McKenzie at Shag Point; much of the original building was pulled down before additions were made; "Wizard" lighting was installed; contractor, Mr. W. G. Wallace. A ten-romed brick residence in London Street, contractor Mr. J. Minn. An addition ot 10 rooms to the "Greeneliff Tea Rooms," St. Clair, contractor Mr. Shaw Cresland. Alterations to a shop in Octagon, contractor Mr. J. L. Hamilton. A six-roomed wooden residence at St. Clair, contractor Mr. Shaw Cresland. A six-rooomed brick residence at Kaikorai, being erected by day labour.

Mr. Leslie D. Coombs, A.R.I.B.A., reports that contracts have been recently let for the following:-Residence at Paretai, Messrs. Hutchins & Jones, contractors. Two new shop fronts in Octagon, C. W. George contractor. Additions and alterations to residence at St. Clair, Mr. Henry Abbott, contractor. Verandahs to three shops in Octagon, J. L. Hamilton, contractor. Additions and alterations to residence, Pino, Hill Street.

Mr. D. G. Mowat reports as follows:—A brick Factory in Hanover Street, (60 ft. x 40 ft.) just on completion, Robert Crawford & Co., contractors. A Residence at St. Clair (wood with Poilite sheeting on outer wall and plastered and finished in white rough east, Marseilles tile roof and granite plaster for interior finish), W. H. Naylor, contractor. Proposed alterations and additions to premises in Moray Place for Messrs. Mackay,





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Logan & Caldwell Ltd. of Dunedin taking the form of two additional storeys and alterations to the interior to suit the requirements of the firm.

### OTAGO.

The Dunedin City Council called for competitive designs for shelter conveniences and other buildings at St. Clair early this month. Mr. P. Y. Wales is Assessor.

Mr. Geo. Simpson, builder of this city, gave a paper before the Technological branch of the Otago Institute last mouth in which he dealt with various aspects of the war and its relation to the cost of building. "There will be a great boom in the building trade, not only here, but all over the world, after the war censes" said the speaker. Mr. Simpson believes that people who are holding back in the expectation that building will be cheaper after the war are making a great mistake. His reason for so thinking is that the enormous amount of rebuilding required in such places as the North of France after the war will keep prices up. Then here we have largely stopped building during the past two years, and the same thing has happened in the Old Country, so that the moment the war stops there will be a vast amount of building work to be gone on with.

### PALMERSTON NORTH.

New buildings are about to be erected in King Street, Palmerston North, for Messrs, Collinson & Cunningham 14d, to drawings of Messrs, F. de J. Clere & Son, Reg. Architects.

### WELLINGTON.

The question of a new building for the Technical School has again been raised at the Education Board's meeting last month. The Chairman, Mr. J. G. W. Aitken, said that if the Government did nothing in this direction the Board could not undertake the responsibility for technical education in Wellington. He further said that if the Government would go on with the construction of the building the City Council would give a donation of £10,000, and with a grant of £10,000 from the Government, a building could be creeted which would satisfy the needs of Wellington for some time. Wellington had been very unfairly treated in regard to technical education in the past. Buildings had been creeted in other smaller towns, as for instance, in Wanganui, which would almost satisfy the needs of Wellington. The Minister of Education (at a deputation meeting from the Board) was sympathetic to the movement, but could do nothing till the war was over—or at any rate till Mr. Massey and Sir Joseph Ward returned from England.

Experiments are being made by the Wellington Education Board with open-air class-rooms, and experience to date favours the extension of the scheme. Recently the board approved plans for an open-air class-room at Lansdowne School, near Masterton. The plans for this room embodied suggestions made as the result of experience at South Wellington. The dimensions of the room will be 30ft, by 24ft,, with a full length corridor behind the room. The essential idea in the structure is that it can be opened to admit the free passage of air on three sides in fair weather, but that when the weather is too boisterous to permit of work being curried on under these conditions the room can be closed in. No provision is made, however, for artificial heating. One side of the room consists of French windows opening outwards, and the other two sides of horizontal sliding windows, all of which can be opened or shut at will. The one point to be emphasised concerning the use of these rooms is that both pupils and teachers must be warmly clad in cold weather. In Canada the rooms are used throughout the winter, and children are habituated to do without artificial heat even when snow is on the ground.

A letter was received from the Department, asking the Board to forward approved plans for types of school buildings. The chairman said that this was the letter that had roused the ire of the Auckland and Dunedin Boards.

Mr. Kebbell said that the Department might long ago have saved the boards hundreds of pounds by supplying plans prepared by the Department's own architect for schools of various sizes.

Later, in committee, the board decided to recommend the Education Department to call a conference of boards' architects, with a view of determining standard plans for schools to suit New Zealand conditions.



### McCarthy's Family Hotel Taupo Quay, WANGANUI

C. J. MCCARTHY, PROPRIETOR

