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1914

Institutes of South African Architects and the Chapter of South African Quantity Surveyors

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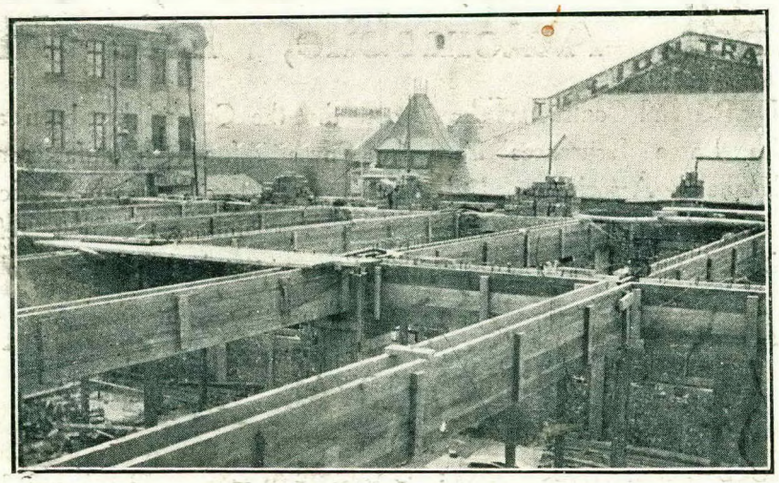
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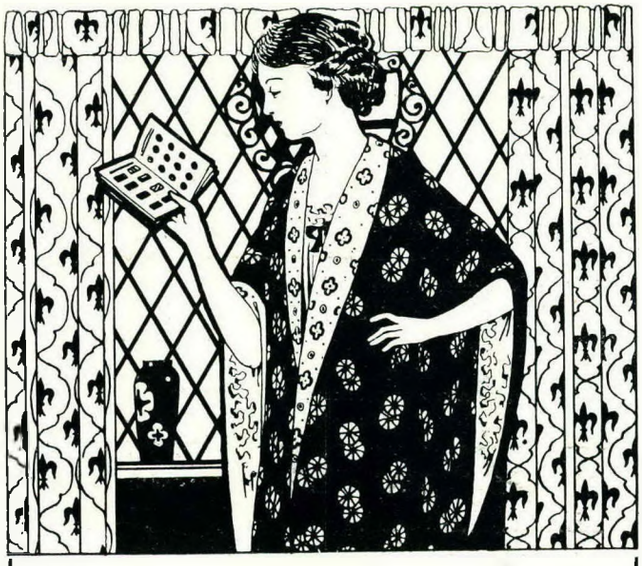
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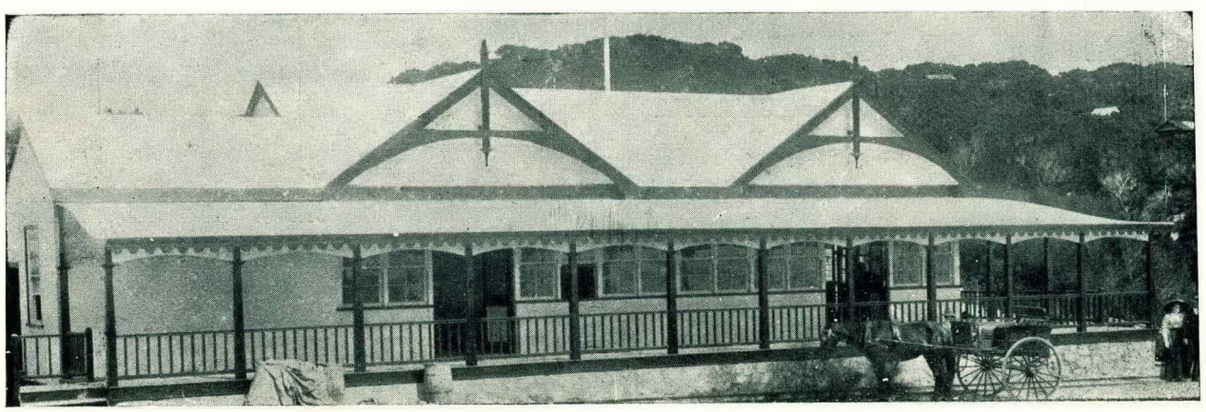
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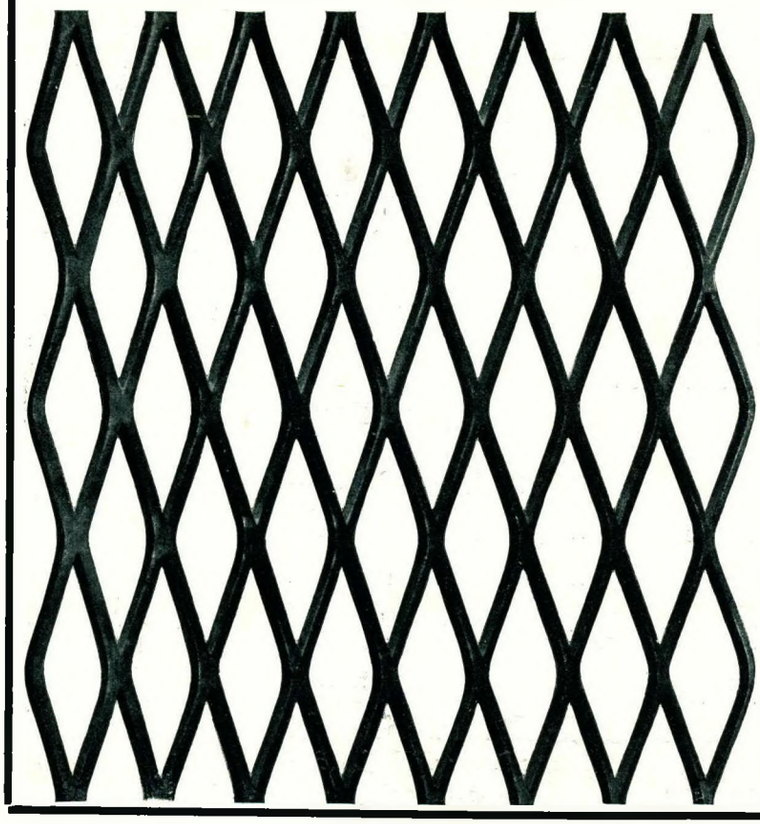
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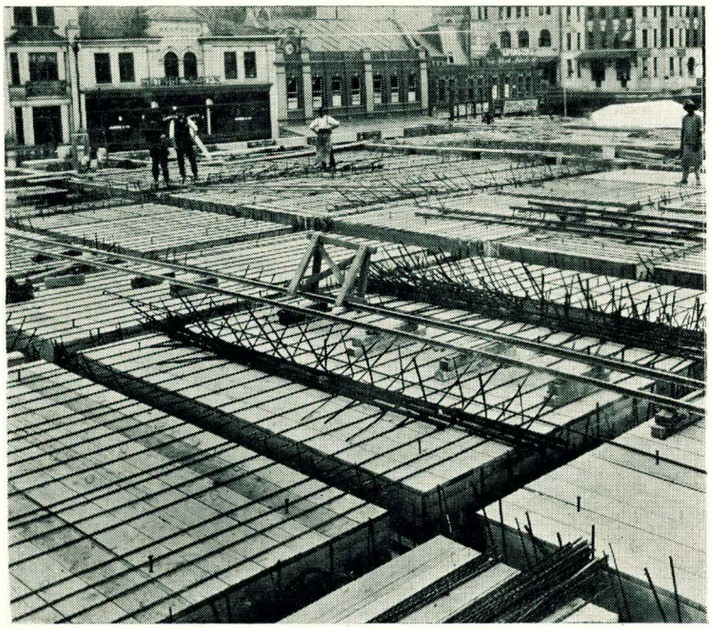
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Don't talk more than is absolutely necessary.

Don't place much reliance upon the evidence of a witness who is too glib.

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The
African Architect

A JOURNAL DEVOTED TO THE INTERESTS
OF THE ARCHITECTURAL PROFESSION
IN SOUTH AFRICA

PROPRIETOR AND RESPONSIBLE EDITOR — JAS. T. BROWN

VOL. 4. NO. 1. — JUNE 1914. — 10/6 PER ANNUM, POST FREE.

THE CAPE INSTITUTE.

So much of current progress is the outcome of conference and discussion upon modern problems, that Society owes no greater commendation than that which is earned by the efforts of those professional institutes which encourage the exchange of ideas by experts in a specialist calling. Of American people it has been said, derisively, that they "love the tabloid form of education known as a lecture." Certain it is that no nation has produced greater masters of the art of delivering a public lecture; and, if we are to judge the specific by its results, the go-ahead qualities of that nation in matters scientific and practical afford such abundant testimony of excellence that the sneer is left devoid of sting. Such institutions, therefore, as the Cape Institute of Architects—whose annual report, comprising a syllabus of excellent lectures and discussions, was printed in our last issue—are entitled to the enthusiastic support of the profession, and constitute an asset of, it may be, incalculable value to South Africa and its people.

The activity of the Cape Institute, satisfactory in itself, stands out with the greater distinction by reason of its contrast with the inactivity which has characterised the other professional bodies of the Union during the same period. Still more noticeable is its programme when we remember that this sum of achievement emanates from a body numerically insignificant when compared with, say, the Association of Transvaal Architects, or other of our professional organisations in that locality where architects most do dwell. Professional *esprit de corps*, at the Cape, has not been dimmed. In a paragraph of the annual report is the remark, which must read quaintly to Transvaal architects, that "some members of the profession, both practising and assistants, have not yet subscribed to the funds for the (Registration) Act." That, at the Cape, appears to be a matter for comment.

On this matter of the proposed Registration Act we note with especial interest a statement made in the annual report. "The draft Registration Bill is still in the hands of the Association of Transvaal Architects, and will not be presented to Parliament this session. Your Council is considering the advisa-

bility of acting independently of the Transvaal. . . . ." Without, for the moment, venturing any opinion as to the wisdom of such independent action by the Cape Institute, we earnestly hope that such action—if decided upon—will only be taken after due note of the disastrous effects of certain deficiencies of the Transvaal Registration Act. What practically amounts to disfranchisement of the practising men is the condition of things now obtaining in the Association of Transvaal Architects, and—more serious still—in any matter of concern to practising architects no step can be taken except by leave of certain leaders of public architectural staffs. It is necessary to live under the operation of a Registration Act to learn that there are dangers to be avoided as well as advantages to be gained.

We venture to think that Mr. Walter Reid, in his interesting letter published elsewhere in this issue, is somewhat near, but not quite on the mark, in regard to the apathy of the Transvaal architect towards matters of general professional interest. Mr. Reid, in his letter, which should be carefully read, urges the necessity for a greater continuity of policy, and contends that heedless departures in this respect have reduced Transvaal Professional organisations to pure futility. It may be so, and than Mr. Reid few can possibly speak with more authority. But while Mr. Reid speaks of "the apathetic architect," we believe that the apathy he deplores is purely one of seeming. The Transvaal architect practitioner, being human, is keenly alive to the public needs of his own profession. But having been taxed for five years by a subscription amounting to double that paid by the often better-placed salaried man, and continually faced with the "non-possumus"—or complete indifference—of his successively elected Councils, it is small wonder that, being only human, he despairs of any abiding effort to remove the many cankers and ills which, in that Province, beset his calling. And so, losing faith in the team, he neglects to pay his subscription and—more often than may comfortably be admitted—decides henceforth to play for his own hand.

We echo Mr. Reid's plea for continuity, if by continuity is meant progress—the steady discarding of past errors for the new methods of a better instructed future. His suggestion that a joint committee be appointed, representative of each architectural body in the Union and with full power to act in professional questions, is one which should command general support, and has our wholehearted endorsement. We further trust that the Cape Institute will accept Mr. Reid's suggestion as to the proposed Registration Act in the proper spirit—that of a due regard to the opinions of the large majorities who adopted the principles embodied in the "Proposed Architects Act for South Africa, 1913," as published by the Association of Transvaal Architects in its active days. Those opinions were the outcome of an experience gained under Registration—an experience which the delays of "hope deferred" have neither softened nor sweetened; and an experience which, we earnestly hope, will not fall to the lot of architects throughout the Union by reason of an extension, on their own asking, of ill-considered legislation.

THE MASTER BUILDERS' CONGRESS.

Interest has been so widely aroused by the references, in our last issue, to the recent Master Builders' Congress at Durban, that no apology will be needed for our returning to the subject with the view of giving further particulars of the proceedings. The "South African Master Builders' Annual" for 1914—just published—contains a full report of the Tenth Annual Congress of the "National Federation of Building Trade Employers in South Africa," as the builders' organisation is officially styled. The editor makes some remarks comparing the Congress held last month with one held in Durban seven years ago, and comments on the similarity of the questions dealt with. In a reminiscence of the proceedings at the 1907 Congress, the following interesting speech is recalled:

> "Mr. William Lucas (Maritzburg), replying on behalf of the architectural profession of South Africa, gave one of the finest speeches of the evening. He said that it was almost impossible to believe that three years' movement should see the builders so vitally welded together. What was still the architects' vision the builders had accomplished ("This even holds good to-day," observes the Editor.) By such congresses all got to know each other better, and could realise that they were integral parts of one of the greatest forms of social service. . . . Uniformity in every line of action they did not desire; but he claimed that uniformity of intention, unity of aim, and unity of action on all main lines of honourable relationship were mutually theirs. . . . By the exercise of those factors of statesmanship, in confidence in the resources of the men and materials in South Africa, and of determination that the several Colonies shall have their best, was it given to them as representatives of the architectural and building interests in South Africa to assist in no slight measure, not in the return of the abnormal prosperity of the past, but in the advent of that prosperity which shall prove more durable, because based on a more economic foundation. . . ." The Editor asks: "Is it too much to hope, Mr. Lucas, that this year or next we may see the architectural profession in South African united under a Registration Bill that will find favour amongst all your members?"

The retiring President of the Builders' Federation (Mr. Albert F. Turner), in his address at Durban, said: "It seems to me very much to be regretted that the members of the architectural profession do not generally welcome the proposition in regard to quantities which we have put forward, and I cannot help thinking, speaking from experience gained locally, and also from the observations I made in going round the different centres in South Africa, that it is also to be regretted that more cohesion is not shown in the ranks of the architectural profession. It seems to me, and I say this deliberately, that there is not the same unity of views amongst architects that there is amongst builders, and I am firmly of the opinion that if the members of the profession in South Africa followed our lead in reconciling divergent views and treating generally the system of measuring builders' work and universal conditions of contract on a broad and liberal-minded basis, it would be to the benefit of not only the architect, the surveyor, and the builder, but would also be of infinite benefit to the client. I have

noticed in the official organ of the architects—namely, *The African Architect*—for the last two years that there has been prolonged discussion on the question of the Registration Act, and, speaking to the reports which I have read, it seems to me that the members of the architectural profession are endeavouring to get to the summit of the same hill by different roads. If I may be allowed to proffer advice, it would be to suggest to the architects that they sink personal views so far as possible, and endeavour to attain their object by a mutual and combined effort, through which, I feel certain, not one of them would lose personal dignity. So far as our Federation is concerned, we shall at all times be willing to assist in whatever way we possibly can to meet the views of the architects, and to help them to attain uniformity both in conditions and in the standard system of measuring throughout this country."

Conditions of Contract.

The President of the S.A. Institute of Quantity Surveyors contributed the following remarks on Universal Conditions of Contract. The existence of various forms of agreements and conditions of contract now being used throughout the Union is extremely unsatisfactory. The legal aspect alone should be sufficient to convince everyone connected with the building trade of the advisability of having a standard contract adopted by the National Federation. At the present the judgments given in the various Courts throughout the Union are practically useless, but if a contract can be drawn up and afterwards adopted by the whole of the agricultural, municipal, and Government bodies of the Union, every decision of the Courts will strengthen same, and the contract can be revised from time to time to meet all and every possible contingency. At the present time the tendency of contractors to widen the scope of their activities is increasing, and will further increase with the adoption of the Standard System of Quantities. The position has now arisen when up-country contractors are tendering in the Cape and Natal towns and *vice versa*, and the advantage to contractors in having a Standard Contract and Quantities when tendering in any part of the union will be immense. With the adoption of a Standard Contract the element of speculation will be eliminated; every contractor will know exactly his liabilities under the contract. At the present time with the various forms of contract in existence very few contractors either understand or realise their liabilities under the contracts they enter into, and go on blithely signing all sorts and conditions of contract until such time as bitter experience teaches them. The vexed questions of provisional sums and prime cost items, liabilities and responsibilities of sub-contractors, etc. will be definitely settled with the adoption of a Standard Contract. It is proposed to create a Committee composed of delegates representing the various architectural bodies, the South African Institute of Quantity Surveyors and Master Builders, who will carefully examine the various contracts now in use throughout the Union and draw up a contract which will be equally fair to both employer and contractor.

Speaking further, Mr. White said the idea was not to revolutionise the conditions, but to get conditions of contract which would be acceptable to the whole

of South Africa. Dealing with the legal aspect, Mr. White pointed out that judgments they got in the Courts in one Province at present were practically valueless in another Province because of differences in the conditions of contract, whereas if the wording of the clauses were identical every judgment would strengthen the contract. As regarded the Transvaal contract, he admitted that it was an excellent one, with which very little, if any fault might be found, and if that were so, then the Committee which would be appointed to decide the matter might adopt that contract for the whole of the Union. He did not think any harm could possibly happen by having that matter discussed. He did not suggest that it would be possible to get a form of contract on which they would all be unanimous, but it would be far better than having different contracts in different parts of the country.

The following resolution was agreed to:

That this Congress is desirous of co-operating with other interested bodies in the compilation of a uniform conditions of contract, and wishes to appoint a Committee of three from the National Federation of Building Trade Employers to meet the afore-mentioned bodies in an endeavour to draw up a set of working conditions.

Quantities.

A long discussion on the question of quantities took place at the Congress. This hinged for the most part on the point whether the affiliated builders should tender for works in value under £1,000 without quantities. Very often, it was pointed out, Association members were penalised by not being allowed to compete where the £1,000 limit was slightly exceeded In Durban a 10 per cent. margin in excess was allowed. Again, in other centres £500 was the prescribed limit for the issuing of quantities. Finally the following resolution was adopted, as the outcome of a recommendation of a Committee appointed to deal with the matter:

Your Committee unanimously agree that the principle laid down at previous Congresses in regard to quantities be reaffirmed and continually kept in view by each local association in the Federation.

Your Committee recommends that it is desirable that quantities be supplied, the limit in value to be defined by each local association in the district concerned, but in no case to exceed £1,000.

That the architect's *bona-fide* statement as to the value of the service be accepted, and that power be left with each local association to allow its members to tender in particular instances where it is likely that the amount will be exceeded, in order to meet competition from outside builders.

In cases where the architect's estimate is open to question, the decision as to whether members shall be allowed to tender shall rest with the local Executive.

In regard to this latter portion of your Committee's recommendations, it is urged, however, that special care be always exercised in order to avoid the limit being abused.

These recommendations in no way interfere with or annul the agreement with the P.W.D.

Priced Schedules.

This occasioned a good deal of discussion, and the following resolution was unanimously adopted :—

"That this Congress resolves to ask the Executive to notify all architects and administrative bodies by circular letter that priced schedules should be treated as confidential, and that irresponsible persons should not under any circumstances, have access to same, and that at the completion of the work they should be returned to the contractor."

Clerks of Works.

A suggestion from Johannesburg caused quite a stir. It was as under :—

"To consider the advisability of affiliated builders adding to their tender a proviso in effect that a contractor reserves to himself the right to object to taking up a job should any certain clerk of works (considered by experience as oppressive, unfair, or causing undue delay to the progress of the work by trifling or unnecessary interference) be in charge of the work."

There were no discussion, however, and the matter was referred to the Executive.

P/C Sums and Builders' Discounts.

This is a much-debated point amongst master builders, and the reports of the discussion which were telegraphed to the daily press have, we understand, led to enquiries from the Natal and Cape Institutes. Several prominent builders commented on the "overloading of contracts with p.c.s," while one member claimed that instead of getting 25 per cent. (which he claimed he was entitled to) he only got $12\frac{1}{2}$ per cent.—"the rest went to other parties!" Alternately the following resolution was agreed to :—

"That this Congress resolves that it be an instruction to the Federated Associations to discourage P/C sums in contracts, and to endeavour to arrange with local architects and administrative bodies that P/C sums in any contract should not exceed $2\frac{1}{2}$ per cent. of the total contract.

Unsatisfactory Quantities !

Mr. Plint (Capetown) said that his Association wished to draw attention to the large number of architects who were issuing quantities of the most unsatisfactory nature, these architects being Society members. He suggested that the

Executive should send a circular letter to the different Architects' Institutes asking them to adopt a model bill, as already adopted by the surveyors and architects in most of the centres. At present there were two or three architects at the Cape who would insist on issuing quantities in their own manner and their own style. He mentioned instances in which architects had forgotten important items in the quantities they issued.

Mr. White said that, as President of the Institute of Quantity Surveyors, he would like all cases where a member of the Institute continued to take out his quantities contrary to the model system to be brought to the notice of the Institute. They had a special by-law dealing with the matter, and one of the essentials laid down for membership of the Institute was that members must take out their quantities on the standard system, and any breach of that brought before the Council would be dealt with.

Mr. Thompson (Johannesburg) said that the best cure for the practice complained of was publicity, and he thought that if the omissions which had been mentioned were published in the *Master Builders' Federation Journal* the architects concerned would mend their ways.

Mr. Prentice (Pretoria) suggested that the local associations should report to the General Secretary the names of any architects who did not take the model bill of quantities as their standard, and that a circular letter be prepared by the Executive which could be sent to such architects, impressing upon them the desirability and advantages of that model bill.

Mr. McClelland (Port Elizabeth) said that in Port Eliabeth they had done their best to get the model bill adopted. There they had three established firms of architects. The one, when approached, agreed to adopt the model bill of quantities as far as local conditions would permit. The second were prepared to compromise and mend their own system to meet the model bill, although they would not adopt the latter in its entirety. The third met them in a very different way. He said he had been preparing quantities for the last forty years, and had had no difficulty at all, and he was not going to alter his method. It seemed to him (Mr. McClelland) that they would have a tremendous difficulty in getting the people to come into line.

Mr. Carr (Durban) said this question had been exercising the Durban Master Builders' Association for a considerable time. They had had some little difficulty with their architects—perhaps they were not quite as much alive as the builders, for they wrote to them in October last year, and received a reply in February this year. They sent a copy of the model bill of quantities to every architect in Durban who was a member of the Institute, and it was seven or eight weeks before they received an acknowledgment. The members of the Durban Association were endeavouring to the best of their ability to get the standard system into every office in Durban and in Natal. There were offices in Durban that had reaped considerable benefit from the introduction of the model bill of quantities, but there were some architects who would not take up the standard system because they might not be able to take out their quantities on those lines.

Mr. Midgley (Durban) thought they should pass a resolution deprecating architects taking out bills of quantities when duly qualified quantity surveyors were available. If that went forth it might assist them somewhat. He moved to that effect.

Mr. Douglas (Johannesburg) thought it would be dangerous if they adopted Mr. Midgley's suggestion, as they had some architects who were qualified quantity surveyors.

After further discussion Mr. Plint (Capetown) moved:—

"That this Congress regrets that, notwithstanding the fact that the model bill of quantities has been adopted by the majority of architects and administrative bodies in the Union of South Africa, there are still quantities being issued of a most unsatisfactory nature, and resolves that each local association report practising architects departing from the model bill to the General Executive, who will take every means to induce general adoption."

This was seconded by Mr. Douglas.

Mr. White said that, speaking as a surveyor, it would be a dangerous thing for the Congress to deprecate architects taking out quantities, for an architect could also be a quantity surveyor, and if qualified there was no reason why he should not take out quantities. They could be both architects and quantity surveyors, and it would be dangerous to make any mention of a difference.

Mr. Midgley said he would withdraw his motion, which he certainly did not mean to apply to architects who were also quantity surveyors.

The motion moved by Mr. Plint was then put and carried.

The President of the Natal Institute of Architects on the Builders.

Replying to the toast of "The architectural profession in South Africa," Mr. J. D. Anderson remarked that banquets and long toast lists were reminiscent of the good old days when toasts were, as far as he could make out, only an excuse to afford another opportunity to indulge. But in these days of indigestion and concentrated tabloids the sincerity of a toast could not be questioned. There were still quite a few architects who are old-fashioned enough to think that both quantity surveyors and bills of quantities are an unmitigated nuisance, and also quantity surveyors who think that the average architect is an imaginative idiot whose ideas are frequently anything but practical. For some considerable time he had been at a loss to fully realise the result of these Congress meetings of the Federation. He could not make out whether they were chiefly one of a social nature or resulted in something more substantial than the mere exchange of brotherly sentiments. His ideas regarding this matter could be likened to the old schoolmaster teaching his geography class, and having asked, "What is the shape of the earth?" and having got no reply, said. "Ah, this is terrible; what will the minister say" "I will gae you a token," and, producing his snuffbox, he held it up and exclaimed, "What is the shape of this snuffbox?" "Square," was the

reply. "Oh, aye," he said, "but on Sunday, when I change my class, I wear a roond yen; now don't you forget." Some little time after the minister and a few of his elders arrived, to examine the school, and presently had the same class before them, and eventually the same question was asked, "What is the shape of the earth?" All hands were extended in eagerness, and the whole class was anxious to reply to the question. One bright-eyed little chap was selected to give the answer: "Roond on Sundays and square a' the rest of the week." The "roond" portion, said Mr. Anderson, was what he thought equalled the work, and the square the social side of the activities. This idea has had to go, however, for he could see that these meetings were for the great good of the builders of South Africa. To mention only one item, the adoption of a resolution not to tender for work when the value is over £1,000 unless bills of quantities are supplied. This, although it does not seem to be fully realised, amounted, in his opinion, to the emancipation of the builders from what must have been little short of slavery. The amount of time they had to devote to the work of taking out their own quantities and the responsibilities needlessly assumed, must have been grinding and exacting to a degree. Regarding the proposition to have a contract agreement drawn up that will be acceptable to the general public, builders, and architects for general building purposes, it was one that must meet with general approval by all concerned. He might say that the Natal Institute of Architects had been discussing and considering the existing official form of agreement, with the purpose of bringing it up to date, and in consonance with the experience gained in using it for the last decade. At the various Congress meetings it appeared to the speaker the questions discussed and dealt with are more for the furthering of the interests of the members of the Federation as contractors, and not as builders or master craftsmen. Now a great opportunity is open for the Federation to develop a finer class of Colonial craftsman. He would not suggest how this could be done, but he was sure it could be done with the support of the Federation, and instead of having to look outside the country for our most skilled men, required for the best class of work, we should be able to find all this in South Africa. This he was sure would be for the ultimate good of the men themselves, for the builders, and for the country. He observed, by the remarks made at Tuesday's meeting by one or two of the members, that they seem under the impression that nothing but unfriendliness and unkind feelings exist amongst the architects of South Africa. This is the first time that he had heard of such a state of affairs, and he was proud to say that it did not apply to Natal. The architects and quantity surveyors of this country who take any notice of what is being done have only the fullest sympathy for the work of the Federation, and on their behalf he wished the master builders every success for their future.

Builders' Relations with Public Bodies.

Your Executive Council records with pleasure the amicable relations that have existed throughout the past year with the Government, Architectural Societies, Surveyors' Institute and the several Municipalities with whom we have had dealings, and we also place on record our thanks for the courteous treatment we have received from the professional gentlemen representing the interests of these bodies.—Extract from Builders' Federation Annual Report.

Public Works and Standard System of Measurement.

It is satisfactory to be able to report that the Public Works Department of the Union have adopted "in toto" the new system of measuring builders' work.—Extract from Builders' Federation Annual Report.

The Mayor of Durban (Councillor W. Holmes), in opening the Builders' Congress at Durban, said: "It is no desire of mine to flatter you, but I do contend that while you continue to raise the standard of your trade, to faithfully carry out your contracts, it is the duty of the Government and every Municipality, and the architectural profession, to see that you also are treated fairly and reasonably."

Correspondence.

Letters for this section should be written on one side of the paper only. The writer may adopt an assumed name for purposes of publication, but he must in all cases furnish his real name and address to the Editor. The Editor cannot be held responsible for any views expressed by his correspondents.

THE SOCIETY OF ARCHITECTS.

Mr. C. McArthur Butler, Secretary of the Society of Architects, London, has addressed the following exceedingly interesting letter to the South African branch of the Society, whose President and members desire the "African Architect" to give publicity thereto. Mr. Butler's letter reads:—

S. C. Dowsett, Esq.,
Acting Hon. Secretary,
South African Branch,
The Society of Architects,
Johannesburg.

April 17th, 1914.

Dear Sir,

Some Privileges of Membership.

South African members, in common with other members in distant parts of the Empire are debarred to a certain extent from availing themselves of some of the privileges of membership which are open to its members at home, but there are still some ways in which the Society can be of the greatest use to its members in distant lands, and incidentally to their fellow architects. I refer more particularly to the facilities which exist for a member to consult the Council on difficult points of practice, and in certain cases invoke the aid of the Society in contesting cases where the point at issue is one of principle affecting the profession generally. The Society has an Advisory Committee backed up by a Professional Defence Fund, and while it is probable that South African Members would be able to settle their own questions on points of practice better by consultation with the

Branch Committee, who are better able than the home Council to advise them in local matters, there may be occasions when a South African member may wish to appeal to the Society for some more substantial assistance, in the wider interests of the profession.

The procedure would be that the case would first be submitted to the Practice Committee, who would then decide whether or not it was a matter to go before the Advisory Committee; if so it would be referred to them, who would in their turn advise the Council whether the case was one which the Society could possibly take up, either by way of making some grant towards the costs, or by undertaking the defence.

I think in the case of members in South Africa the Society would probably undertake to guarantee certain financial help, leaving it to the Branch to see the matter through. It is, however, impossible to make any definite statement at this stage, because everything would depend upon the circumstances at the time. The point is, that so far as it is possible to do so, the privileges of membership are extended to members, irrespective of distance.

The Society have not yet had occasion to take up a case of this kind, but in at least one instance the very fact that it was known that the Society was prepared to assist its members in this way was sufficient inducement to the other side to settle the case out of Court.

It may also be of some interest to South African members or potential candidates for membership to know that the knowledge that the Society maintains and enforces among its members a very high standard of professional ethics has an excellent moral as well as a practical effect in other directions. For instance, a public body invited a member to tender for professional work on a basis of fees. His reply to that was to point to his Code of Ethics, and to the fact that he would be liable to be struck off the Roll if he accepted the invitation. The result was that he was appointed architect for the work, and his clients agreed to pay him the customary schedule fees.

Again, in several cases public appointments have been advertised for which candidature has been restricted to architects who are members of one Institution only. In each case where the attention of the Society has been drawn to the matter they have been successful in getting the appointment thrown open to any architect.

What I want the Committee of the Branch to realise and to make known to its members and to intending candidates for membership is that the Society lays itself out to give the utmost possible assistance to its members in the practice of their profession, and to emphasise the fact that in doing so, the Society is not out only to benefit its members, but through them, the profession generally.

With best wishes for the continued success of the Branch.

Yours faithfully,

C. McArthur Butler,
Secretary.

The Decline and Fall of the Architectural Profession.

Mr. Walter Reid's Views.

Johannesburg,
June 15th, 1914.

The Editor, "The African Architect."

Sir, Allow me to congratulate you on the contents of your last issue, wherein many home truths are thrust on the apathetic architect, without fear or favour; and it is to be hoped that your honest and outspoken endeavour to alter existing conditions will soon be crowned with success—the time for a kid glove policy is surely past.

I refer particularly to your leading article, to the extracts from the proceedings of the last Master Builders' Congress held at Durban, also to that portion of the report of the annual meeting of the Cape Institute of Architects bearing on the proposed Union Registration Act. No one with broad views and proper regard to the true interests of his profession and the public welfare could take substantial exception to the home truths outlined in those articles.

It would be incongruous on anyone's part to comment in much detail on the deplorable results of past efforts to forward a progressive policy and to improve existing conditions; yet as one who has taken an active part in architectural politics (excusing the term!) I venture to offer a few remarks.

As an object leson in unblemished organisation and endeavour to clarify the conditions under which the builders, architects and general public have been struggling for many years in this country, the Architects' Institutions can readily take a hint from the methods and wonderful results obtained from the activity displayed by the Federated Master Builders' Association of South Africa. I do not contend that the Master Builder is a more infallable and angelic mortal than the Architect, but it cannot be denied that he has set an excellent pattern in the way of organisation and "camaraderie" worthy of imitation by our profession.

It must be patent to all *intelligently* interested and concerned that the ills and fears referred to in your articles will be dissipated with the passing of an Union Registration Bill on proper lines. So far as presenting such a measure to Parliament is concerned, the main disturbing element in the past has been lack of continuity of policy on the part of the Association of Transvaal Architects, plus a modicum of self interest, vanity and narrowness of outlook displayed by a few individuals, to the detriment of the majority. These remarks may with justice be applied to other Architectural bodies in the Transvaal, jealous each of the others.

Each year a new Council is empanelled and a new policy instituted, with fatal results so far as achieving any real progress is concerned. The amount of hard work involved is too great, and requires more concentration of thought than it is fair to expect from any one body in a single year; the more so as there are so many other bodies throughout the Union to be consulted before a definite and final document can be produced.

The ostensible remedy would be the appointment of a permanent committee, representative of each professional body in the Union, not unwieldly in number, and elected with full power to act, thereby ensuring continuity of policy and presentation of a draft Bill to the Parliament of the country within a reasonable time. Failing the adoption of some such method, there can be no reasonable objection to the Cape Institute proceeding with its own application for an Union Act in its own way, without any further reference to the Association of Transvaal Architects. As a matter of fact, as far back as 1910 the Council of the Transvaal Association of Architects left the matter entirely in the hands of the Cape Institute to promulgate such a measure, but succeeding Councils and Presidents thought fit to retract the undertaking given, for reasons best known to themselves, hence the misunderstandings and delays that have taken place. My advice to present and incoming Councils would be to revert to the original resolution and leave the matter in the hands of the Cape Institute, who can look at it with clearer spectacles than the Transvaal Association (with its rights secured by Act of Parliament) is ever likely to.

Yours faithfully,

WALTER REID, F.R.I.B.A.

THE INFLUENCE OF ARCHITECTURE ON THE RELIGIOUS EMOTIONS.

By W.D.C.

Hardly anyone at this time of day could be found to dispute the existence of religious emotions in human nature and the enormous importance of these emotions in human life and character. Many people, however, might be found who would either deny that architecture had any influence on these emotions, or, admitting that it had, would deem that influence of no great value or importance. That this is a great mistake, and the cause of much lack of feeling and reverence, if not also of more important effects, in the worship in some of our churches, it is the object of this little article to show. It is quite possible, of course, for a spiritually minded person to have the true spirit of reverence, praise and adoration apart from any building whatever. I have even seen it stated somewhere that nowhere is the spirit of worship more developed than on the top of a mountain, with nothing but the blue vault of heaven above you, and everything earthly underneath your feet.

While this may be true of some natures, there are very many on whom such a situation would have little or no effect, it would be altogether too ethereal. We are all affected—and very powerfully—by material things, their associations, and the things they represent. Dark sombre things speak to us of solemnity, of sorrow, or mourning: as a hearse, a pall, a draped chamber. On the other hand, light, bright things speak to us of joys and happiness, as the wedding dress and carriages, the festoons of flags and flowers that adorn our streets and buildings

on a great public rejoicing. The same observation applies to the effect of music. The music of sorrow is slow and solemn, filling those who hear it with feelings of sympathy and tenderness for those whose sorrow it more immediately expresses. The music of joy and gladness, on the other hand, is bright, sprightly, vivacious, makes the heart glad simply to hear it, and often without knowing why.

A picture, again, one might describe as a piece of paper or canvas with certain pigments brushed upon it to represent certain forms and colours. But would that be a truthful and adequate statement regarding such pictures as Raphael's frescoes in the Vatican, or Michael Angelo's on the ceiling of the Sistine Chapel, or Francesco Francias' beautiful lunette of Christ's mother with the two angels weeping over his dead body, or Leonardo's piture of "The Last Supper," or even such pictures as Reynold's "Holy Family," or Sir J. Everett Millais' "St. Stephen," "The Martyr of the Solway," or the "Order of Release," or his "North West Passage," or Watts' "Hope," or Holman Hunt's "Light of the World"? Not at all! These, though material things, are things capable of producing the most powerful emotions on the mind and heart of the beholder. Why? Because they are the reflex of the mind and emotions of the painters who painted them, and painted them for that very purpose, the purpose of all high art, the production of ideas and emotions on the mind of the beholder.

Now you will find, if you consider it, that this applies to every art, and more perhaps to what is called the parent of the arts, architecture, than to any other, though we may not always be so conscious of its influence in this way. Architecture, with its various forms and embellishments, has the power to produce powerful emotions, and perhaps no form of architecture does this more effectually than that of some of our grand old Gothic churches and cathedrals. I well remember the time I first stood in that grand old building, Westminster Abbey, and the powerful effect it produced upon me. Of course, much of this effect was no doubt due to the associations and history of the building, to the memory of the noble men whose statues line its walls, and whose bones are resting beneath its slab-covered floor, but a great deal was also due to the sublime proportions of the building itself; the magnificent work of its piers and arches, its groined vaulting, the beautiful tracery of its windows with their stained and painted glass, its historic trophies hanging around the walls, the breadth of light and shade pervading the whole work—all producing a feeling of awe, reverence and solemnity overpoweringly grand.

Now these effects do not come by chance, they have to be deliberately planned and designed for by men who know the power of these things over the human heart and mind, and for anyone to say that these make no difference is to confess his entire want of feeling and imagination, if not his total ignorance, of all that is best and highest in human work and effort.

The same remarks apply in some degree to almost any building. If one were designing a theatre he would try to produce ideas and emotions in keeping with such a place of amusement, his ornaments and embellishments would be those pertaining to the purpose of the building and associated with it. On the other hand, a law court, or court of justice, would be so designed as to be severe and almost stern in its effects. A home, again, should be designed as a place of rest, quiet and comfort to its inmates, and be bright, cheery and inviting to friends.

Now exactly the same ideas apply to a sacred edifice like a church. A well-designed church will produce in the mind of the person who enters it a feeling of reverence, of solemnity, of devotion that is well nigh irresistible. When you enter such a building you instinctively take off your hat, and move softly along its tiled corridor as if afraid to disturb the sanctity of the place. Now it is, or should be, impossible to use such a building for any other purpose, it should outrage one's feeling of decency and propriety, and on the other hand it is almost as impossible to produce these emotions in the average person in a building designed in a different manner and for totally different purposes and with associations other than those that are religious. The human mind depends largely for expression and impression on material things. Pictures, statuary, musical instruments, distinctive forms and colours in dress, emblems, ornaments, and more so perhaps in buildings than in all other things beside. A church, I take it, should be the most noble and beautiful building it is in our power to make it; a centre and source of every sweet and cultivating influence we can give it. Such was the temple of Solomon, such were the ancient temples of the Assyrians, Egyptians, Greeks and Romans. Such were many of the beautiful basilicas of the early Christian church and of the Middle Ages, and hence many of these are to-day, even in their ruins, splendid monuments of the art and culture of their builders.

In trying to get away from the abuses that gradually grew up in the Christian church, as in all other institutions, our forefathers, in the excess of their zeal, destroyed, with the abuses themselves, many beautiful things that had really nothing to do with them, and the result of this proceeding is seen in many of our bare and ugly churches in the present day.

The Presbyterian and Nonconformist churches generally are, I think, specially guilty in this respect. We make a Town Hall, or picture gallery, or theatre, or even a bioscope hall or tea room beautiful, and a source of pleasure and satisfaction to every artistic sense; but for a church, designed for the highest exercise of which the human mind is capable, apparently anything will do with some people. We cannot wonder, therefore, if some of our church services do not attract the people whom it is the especial mission of the church to reach, and that even those with decidedly religious leanings are tempted to pass by the church for other things which minister more fully to their artistic and æsthetic sense. A well-designed church and a suitable service will attract people, and it is then the preacher's business to see that he does not neglect t' e opportunity their presence gives for impressing them with the deeper things and realities for which the church stands. An ugly church, whatever we may think to the contrary, is only a true reflex of the hearts, character and culture of its people.

THE LATE H. H. SNOWBALL.

The many friends of Herbert Henry Snowball, of the firm of T. Schaerer and Co., will be deeply grieved to hear that he passed away quietly at quarter to six on Saturday, 27th June, at the residence of Mr. Hieberg, 3rd Avenue, Melville, Johannesburg. The fatal result was caused by Bright's disease, which was

originally contracted from a chill after an attack of enteric during the late Boer War, 1899-1902, when our friend was serving with the Imperial Yeomanry.

After the war he worked for a short time in Capetown, and was then engaged for years in Messrs. Leck and Emley's office, working in the Corner House, National Bank, and other large buildings. Subsequently, during the bad times of 1907, he was following mining pursuits in the Pietersburg district. Returning to Johannesburg, for a good many years he has been with Mr. Schaerer, who had lately admitted him to partnership.

It is no mere truism to say that our friend was very dear to many of us who had come into association with him professionally and socially, for he possessed a quiet charm based on an unusually unselfish and beautiful spirit, which constantly showed itself in a forgetfulness of himself in serving others.

As a professional man he occupied a high place, and was held in great regard for his work's sake.

He was born at Newcastle-on-Tyne, and had only reached the age of 36 when he was taken after an illness of over two months, when he had to undergo great pain, which he did without a cry or murmur.

He was buried at the Braamfontein Old Cemetery, and at the graveside were, amongst others: Messrs. E. H. Waugh and T. Schaerer, representing the Council of the Association of Architects, Messrs. F. Raine, R. Graham, C. Small, D. Ivor Lewis, T. Edgar Rodger, F. Bromilow, J. R. Hieberg, and the deceased's brother.

E. H. WAUGH.

TOWN HALL GARDENS: Public Designs Suggested.

The Master Builders' and Allied Trades' Association, Johannesburg, has addressed the following letter to the Town Clerk of Johannesburg:—

Johannesburg, June 23rd, 1914.

DEAR SIR,

In connection with the laying out of the Market Square, I am instructed to call the attention of your Council, that it is our belief your Municipality will act wisely, and in the best interest of the ratepayers, if the designs for this important feature are thrown open to public competition. Pretoria and Durban have instituted and carried out competitions for town planning and the laying out of public squares, in each case with much success, and it is our opinion that in the case of Johannesburg with the most modern of Town Halls, designed under the open competition system, the spacious grounds adjoining it should receive for its laying out the most capable brains in the Union of South Africa.

In connection with Durban, it is common knowledge that its officials are among the most up-to-date in beautifying their town, but, notwithstanding this, when it came to the town planning and the laying out of Stellawood, they threw it open to the whole of South Africa, with the result that the premiated design went to a Pretoria firm of Architects. We have much pleasure in introducing our views for the due consideration of your Council.

Yours faithfully,

R. TWEEDDALE-HOGG, Secretary.

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The Arbitration Clause.

By W. Valentine Ball, M.A., Barrister-at-Law.

Mr. Valentine Ball, who read a paper on this subject before the Society of Architects, on April 16th, said that he would not necessarily deal with arbitration in its every aspect, he only wanted to discuss certain practical points which had given lawyers and architects a good deal of difficulty. He would take first the arbitration clause (Clause 32) in the R.I.B.A. Form.

The Clause in the R.I.B.A. Form.

Its general effect, he said, is as follows: It is that disputes which arise between builder and building owner are to be referred, not to a court of justice, but to an arbitrator named in the contract. In other words, the parties agree to be bound in certain matters by the decision of a self-appointed tribunal. That arbitrator is to have full power to settle all matters in dispute subject to this, that certain questions which arise in the course of the works are left to the decision of the architect.

Matters upon which the Opinion of the Architect is final.

The following is a list of matters with regard to which the word of the architect is final. These are:—

(a) A decision of the architect with regard to discrepancies in the drawings, or between the drawings and the specification (Clause 4).

(b) The dismissal of any workman at the request of the architect (Clause 9).

(c) The removal of improper materials and the removal and re-execution of work not in accordance with the drawings, specification or instructions, provided the decision is given during the course of the works (Clause 16).

(d) The assignment and sub-letting of any portion of the works (Clause 19).

(e) A decision of the architect that part of the work shall be opened up for inspection (Clause 18).

Matters which may have to be Determined by the Arbitrators.

The following are examples of questions which may have to be determined by an arbitartor:—

(a) Whether a particular piece of work is wholly outside the contract, and, if so, what is to be paid for it (see Clause 1).

(b) Whether a particular piece of work is to be reasonably implied from the drawings, etc. (see Clause 4).

(c) A decision that errors in setting out shall be amended at the cost of the employer (see Clause 6).

(d) Whether a defect arising within a stated period from completion was due to materials or workmanship not in accordance with drawings, specifications, or instructions (see Clause 17).

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(e) Whether work opened up was or was not executed in accordance with drawings, specifications, or instructions (see Clause 18).

(f) Whether an objection made by the contractor to a specialist was or was not reasonable (see Clause 20).

(g) Whether the works were injured by frost or other inclemency of the weather (see Clause 21).

(h) Whether the works could reasonably have been completed by a certain date (see Clause 24).

(i) Whether or not the contractor was entitled to an extension of time (as provided by Clause 25).

(j) Whether a notice given by the architect to proceed with the works in accordance with Clause 26 was reasonably or properly given (see Clause 26).

(k) The arbitrator may be asked to review a decision of the architect as to the value of works executed which justify the grant of a certificate, and the refusal of the architect to grant a certificate (see Clause 30).

Whether Arbitrator can decide a Point arising after Completion.

There is one point upon this clause which has not, so far as I know, been judicially considered, yet it goes to its very root. Look at the first few words of the clause. You will observe that the arbitrator only has jurisdiction "in 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." It is clear from this that if a dispute arises while the works are in progress, e.g., before the roof is on, the arbitrator has jurisdiction. It is also clear that his aid can be invoked in a case where the builder throws up the job, or the employer commits a breach of the contract by not allowing the builder to complete. The doubt remains: has the arbitrator jurisdiction after the job is finished in the ordinary way? You will notice that he has jurisdiction with respect to a dispute arising after the determination of the contract. Were this the only clause in the whole contract in which the word "determination" is used, I should take the view that it is equivalent to the word "end" or "completion." But if it means, or is intended to mean "completion," nothing would have been easier than for the draughtsman to use the word "completion." That word "completion" is, in fact, used in the contract. See, for instance, Clause 17, which deals with defects, etc., appearing "within . . . . months from the completion of the works." The fact is, however, that the word "determination," as used in this contract, is a term of art —that is to say, it is a word with a special meaning. Look, for instance, at Clause 31. That clause provides for what is to happen if the employer does not honour a certificate, or if the employer becomes bankrupt, and the trustee in bankruptcy does not satisfy the contractor that he can carry out the contract. In these cases the contractor may determine the contract by notice in writing to the archi-

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tect, and recover from the employer payment for all work executed, and for any loss he may sustain upon any plant or material supplied or purchased or prepared for the purposes of the contract. "Determination" of the contract is therefore a different thing from "completion," and I venture to express the opinion that after final completion of works, the assistance of the arbitrator appointed under the contract can no longer be invoked. For instance, suppose a defect appears after completion—such, for instance, as subsidence of a wall, or the dry rot of joists on the ground floor. The employer may complain that these defects were due to the fault of the builder, but if he wants to obtain redress he must do so by action of law. In this connection it should be borne in mind that the final certificate of the architect is not conclusive as to the sufficiency of any work or materials to which it relates so as necessarily to relieve the contractor from liability.

Damages for Delay when Time has been Extended.

There is a very important question arising on the Institute form to which I would like to refer. The architect has power to extend the time for completion in certain cases. Thus, if delay is caused by a strike or bad weather, or extras, or in consequence of the contractor not having received in due time necessary instructions from the architect, the architect must make a fair and reasonable extension of time for completion in respect thereof. Mere extension of time, however, will not always be sufficient for the contractor. Delay may have the effect to throw the work over into the winter months, or it may otherwise increase the cost by rendering it necessary for building operations to be carried out at a time when labour is scarce and expensive. May the employer, in such circumstances, claim damages and seek to have the amount determined by arbitration?

This very question arose in a recent case, which is not reported, but which came under my notice. The name of the case is Trollope & Sons and Colls & Sons, Ltd. v. W. M. G. Singer, and it was heard by Mr. Justice Channell, on December 1st, 1913. The material facts were, that owing to delay in giving orders for works, the clerk of the works was kept idle, and the builder sustained other damage. He sought to recover this in arbitration proceedings, when the employer took the point that there was no claim.

Mr. Justice Channell said (according to a copy of the shorthand note of his judgment):—

"I have only to deal with certain matters which are set out in the award for the opinion of the Court. If he has included matters outside his jurisdiction it is for the Divisional Court and not for me to take them into account. In substance an award in the form of a special case is equivalent to a request by the arbitrator to inform his mind upon certain points. I have to deal with the contentions put forward in paragraphs 18, 19, 20 and 21.

"Paragraph 18 is as follows [His Lordship read this paragraph and continued]:

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"It is contended that the power to extend the time which is given in certain events by Clause 25 has effect to preclude a claim for damages if there is an extension of time. In other words, it is urged that an extension of time is to be deemed to satisfy all damage. Now, I cannot think that is what it means. The clause specifies a number of events on the happening of which the architect is empowered to extend; indeed, he is not only empowered, but the clause says he shall, in those events, make a fair and reasonable extension of time for completion in respect thereof. I have to consider what they are. They fall into three categories. The first two are 'force majeure and exceptionally inclement weather. In respect of these the contractors might (unless they were specially provided for in the contract) say: 'It really is not my fault that I have not completed: the weather was bad.' He could make a grievance, but if he has contracted to do the work within a particular time the risk would be his according to our law. Although in that case he might ask for an extension he would not be entitled to it. Unless the contract contains some such clause as 25, which provides for 'force majeure,' the contractor would have to take the risk. The clause then goes on to a different class of thing, 'by reason of authorised extras for additions.' Authorised extras and additions are, of course, extras authorised and contemplated by the contract. They do not amount to a breach of contract. It is no breach of contract by an employer to order something extra, and as a rule the contract shows that it is contemplated that there shall be extras, and the contract even provides a way of dealing with them and a way of ascertaining them. Nevertheless, an extra is a thing which, if done, and if so done as to make it impracticable to complete the work in the contract time, prevents the contractor being bound to complete within that time, and it is a matter which it is obviously reasonable to provide for by an extension of time.

"In Jones v. St. John's College, L.R. 6 Q.B., 115, the strict rights of the employer were preserved to him in respect of non-completion in the extended time. Then there is a third event or series of events in which this clause comes into operation. That is a breach or breaches of contract by the employer. I do not distinguish between a breach by him and by his agent. If such breaches are committed, and if they have the consequence of preventing the contractor completing the contract work in the contract

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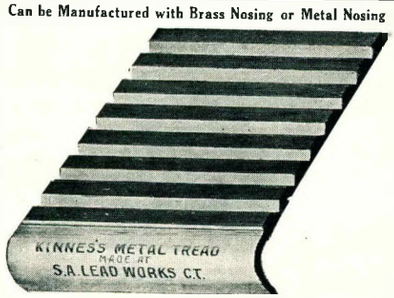
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time, they do not exactly give him an extension, but they free him from the consequences of non-completion. They free him from penalties, and in that case there is a condition of things which it is desirable to provide for by giving the architect power to extend the time. It follows that there are three classes of cases in which it is desirable to give the architect power to extend the time. Why is that a reason to deprive the contractor of his remedy in damages? I can see no reason whatever for doing it. There is ample reason for the clause, but there are no words in it which deprive the contractor of his right to damages. When time is extended, that affects the contractor not merely in the time he had to take in order to complete, but it also affects him pecuniarily in the way of damages. Why the employer should not pay damages I cannot see. This is a simple case where, by reason of the delay in giving orders to go on with the work at some particular place certain work was left idle on the place, and the clerk of the works or somebody on the spot who had to be paid was idle. An extension of time will prevent the contractor being liable for delay, but it will not put back into his pocket the damage which he has sustained by reason of having the men there and paying them. It seems to me he has a right to have those damages, and I must, therefore, decide against the employer."

I have given that extract from this judgment at length, because it is not recorded elsewhere, and may be of value to those members of the Society who ever have to construe Clause 25. The case of Bush v. Whitehaven Trustees (1888), 2 H.B.C., 118, may also be referred to in this connection.

Grounds for Objecting to an Arbitrator.

I do not propose to consider all the various grounds upon which an arbitrator may be objected to, but there is one aspect of the matter which it is important to deal with.

A question has arisen in many recent cases whether a person employed and paid by one party to a contract can properly act as arbitrator in the

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settlement of disputes. This point is hardly germane to a discussion of Clause 32 of the R.I.B.A. Form, because it is there impliedly, if not expressly, declared that the arbitrator shall be an independent person. Thus (as we have already seen when perusing the clause), disputes are referred "to the arbitration and the final decision of A, B, or, in the event of his death, or unwillingness or inability to act, of C. D. or in the event of his death or unwillingness or inability to act, of a person to be appointed on the request of either party by the President for the time being of the Royal Institute of British Architects, and the award of such arbitrator shall be final and binding on the parties." It is manifest that the architect, that is to say, the architect acting under the contract, could hardly be the arbitrator within the meaning of this clause. If he were, he might be placed in the absurd and anomalous position of having to review his own decisions!

Conduct of the Arbitrator.

The function of an arbitrator is similar to that of every judge. He is there to "hear and determine." Let me remind you of what one of the greatest chancellors of all time said concerning the duty of a judge. "Judges," wrote Francis Bacon, in his essay entitled "Of Judicature," "ought to be more learned than witty, more reverend than plausible, and more advised than confident.' And again, "Patience and gravity of hearing is an essential part of justice, and an overspeaking judge is no well-tuned cymbal. . . . The parts of a judge in hearing are four: To direct the evidence; to moderate length, repetition, or impertinency of speech; to recapitulate, select, and collate the material points of that which hath been said; and to give the rule of sentence."

It would be almost impossible to state the whole duty of a judge in smaller compass.

Fees.

A brief word upon the sordid but not wholly unimportant question of fees. The arbitrator may fix his own fee if nothing is said about the matter when he undertakes the reference, but, subject to this, that if he makes an exorbitant charge it can be recovered from him by action (Fernley v. Branson, 20, L.J.Q.B. 178).

As to the amount to be charged, I need not say much. Suffice it that fees run high, and properly so, for an arbitration takes up all the working hours of the day and interferes considerably with the practice of a profession. That the judges recognise this fact appears from the case of Mason v. Lovatt, 23, T.L.R. 486.

In that case a quantity surveyor had acted as arbitrator in a dispute between a firm of plumbers and a builder. The reference lasted for twenty-two days, and the arbitrator was subsequently employed for thirteen days in considering the case. He also took the advice of a solicitor and counsel on certain points of law. He charged £527 10s., which included ten guineas a day for thirty-five days, and £110 6s. for fees paid for legal advice. The district registrar, disregarding the evidence of surveyors in good position, held that five guineas a day was sufficient, and reduced the above amount by £283 0s. 6d. The

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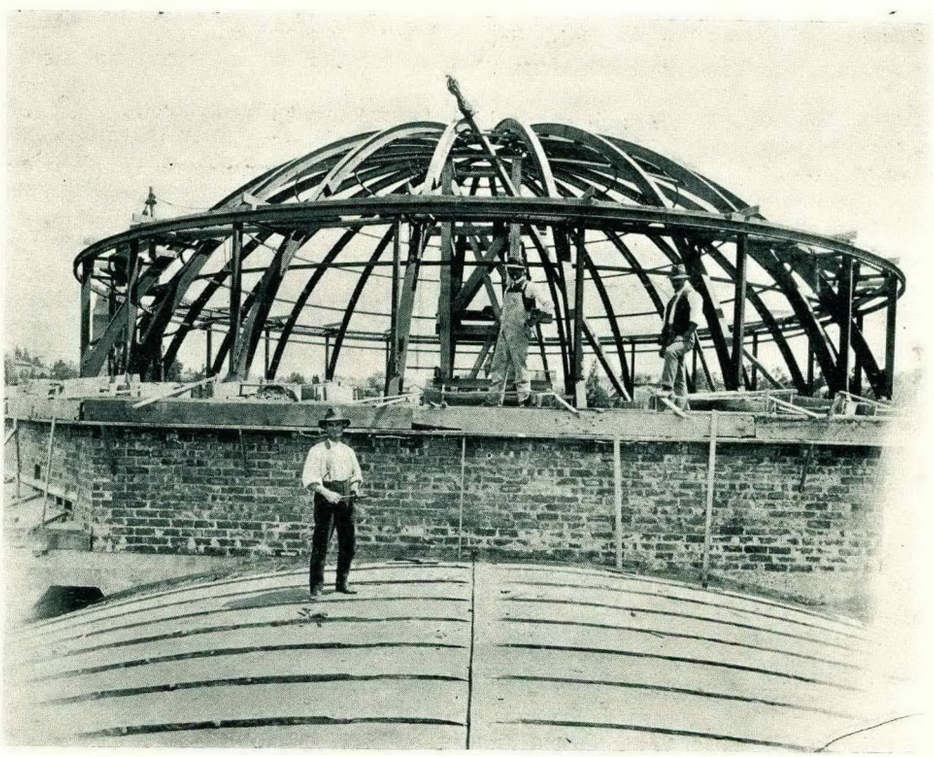
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Court of Appeal set this judgment aside. Dealing with the surveyor's remuneration, Lord Justice Moulton said: "The evidence is all one way, that the price charged by him was fair for a person belonging to his profession and occupying the position which he occupied in that profession. The district registrar was not entitled to set that evidence aside. The true standard, in my opinion, of what should be paid in such a case is what a fair-minded man in the position of the referee would have required if a bargain had been freely made beforehand. In this case there is no ground for supposing the referee has charged more than would have been required by a fair-minded man in a free bargain."

There is one satisfactory point about fees, and that is that the arbitrator should have but little difficulty in recovering them. He is entitled to keep back his award until the fees are paid. As a rule he saddles the party who is unsuccessful with payment of his fees, making them part of the costs.



Dome recently constructed by the United Engineering Co. at their Doornfontein Works for the New Synagogue, Wolmarans Street, Johannesburg.

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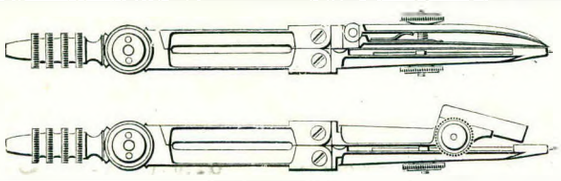
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Architects and Stop Orders for Stone:

Important Considered Judgment.

In the Bow County Court recently, Judge Smyly, K.C., delivered a considered judgment in an action of considerable importance to stonemasons and architects. The plaintiffs were Messrs. McLeod & Co., Ltd., of 85, Gracechurch Street, E.C., artificial stonemakers, and the defendants, Mr. A. G. Barton, of Daventry Works, High Street, Walthamstow; Mr. Johnson, of Sutton Lodge, Hackney; and Mr. Gardner, of 14, Albert Road, Walthamstow, trustees of the United Methodist Free Church, Central Hall, Forest Road, Walthamstow, the claim being for £28 4s. 1d. for stone supplied. There was a counter claim for £35, occasioned, it was alleged, through the supplying of stone to wrong measurement.

Mr. Barton, barrister, appeared for the plaintiffs, and Mr. E. H. Coumbe was counsel for the defence.

It seemed that the United Methodist movement, which was started in a theatre, gained such ground that it was decided to build a hall. Tenders were put out, and that of Messrs. W. J. Holmes & Sons, builders, of Catford, was accepted. It was a point in the specification that the stonework should be supplied by Messrs. McLeod & Co., or people of their standing. When the order was placed with them Messrs. McLeod did not care to trust the builders financially, and the difficulty was put before Mr. Dunford, the architect. It was then agreed that the plaintiffs should supply the stone on stop orders on their work by Mr. Dunford, that meaning to say that, up to £70 a time, money due to the builders should be stopped by the trustees and paid by the architect to the plaintiff. The whole contract of the builders was £2,475, while the plaintiffs' contract was for about £300. From time to time stone was supplied, but difficulties arose with the builders, and while the trustees were pressing for the work to be finished the plaintiffs refused to supply until they were paid on their stop order. Finally the trustees took the finishing of the building in hand themselves, and it was for the balance of the stone supplied that the plaintiffs were now suing. The defendants, however, alleged that a quantity of it was not to the measurement in the drawings, whereas the plaintiffs said that it was supplied exact. The defendants also repudiated the authority of the architect to give stop orders, and the whole case was fought out on the question of the powers of an architect to issue such stop orders.

Mr. Dunford said it was quite the usual thing for an architect to give such stop orders, and he also said that his orders were ratified by the trustees the whole of the time, inasmuch that they signed the cheques from time to time to pay the plaintiffs.

In giving judgment, Judge Smyly said the members of the Building Committee, consisting of three, were engaged in building the hall under a contract placed with Messrs. Holmes. It would appear that that firm had not much capital, and the plaintiffs, before accepting an order for stone, asked Mr. Dunford, the architect, for a stop order, saying Messrs. Holmes were willing to agree to it. On a letter of Messrs. Holmes the architect agreed. It really only meant that money paid by the trustees would be earmarked to the plaintiffs by Mr. Dunford instead of going to Messrs. Holmes. The defendants alleged that Mr. Dunford had no power to issue such stop orders; but he considered from the specification, asking that plaintiffs' stone should be supplied, that he had. This stone was to be ordered off a special tradesman, and the money was to be paid to such firms as the architect might direct. There was clearly power, therefore, when a special tradesman was dealt with for the architect to pay direct; that gave him authority. He thought the defendants had ratified the agreement by paying on Mr. Dunford's certificate. He was also satisfied that a large quantity of the material for the hall was supplied on stop orders. A stop order did not increase the liability of the trustees; it only meant the tradesman getting his money, but only when he had supplied the goods. They suggested that when they took matters in hand the stop order should have been withdrawn, but he could find no authority for the procedure of an architect to withdraw a stop order. Then, again, it was suggested that the measurements were wrong; but on reading into the contract he found that any defects that were discovered within three months should be made good by the contractors, therefore it was in the power of the architect to put the matter right. From that, and all other circumstances, he considered the architect had acted perfectly correctly, and that the defendants were liable for £26 9s., less £1 4s. 1d. paid into Court. As to the counter-claim, it was clear from the contract that the defendants were not liable for anything, only the builders. If the plaintiffs had broken their contract, therefore, they would be liable to Messrs. Holmes. If the trustees sued the plaintiffs and recovered, it would mean they would have to pay twice, as the contractors could certainly sue. Because they made themselves liable on the stop orders, it did not entitle them to sue. His verdict would be for £26 9s. for the plaintiffs, and for the plaintiffs in the action on the counter-claim.

Judgment was entered accordingly.

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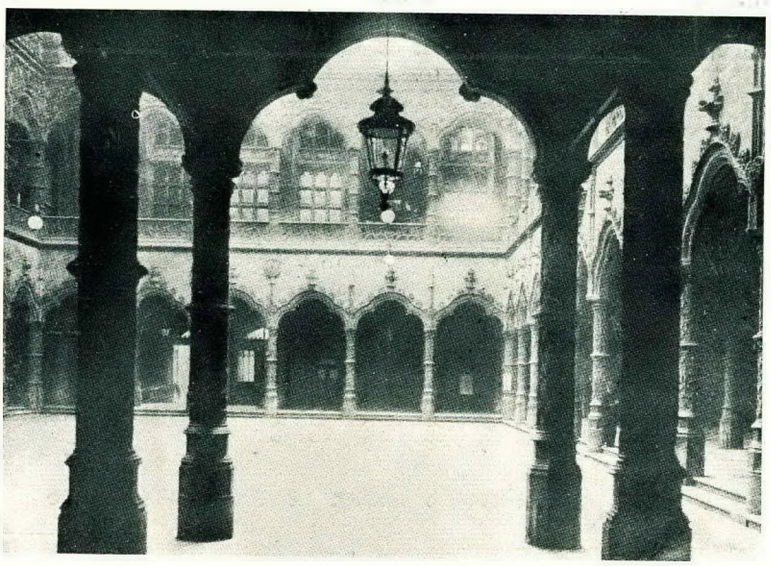
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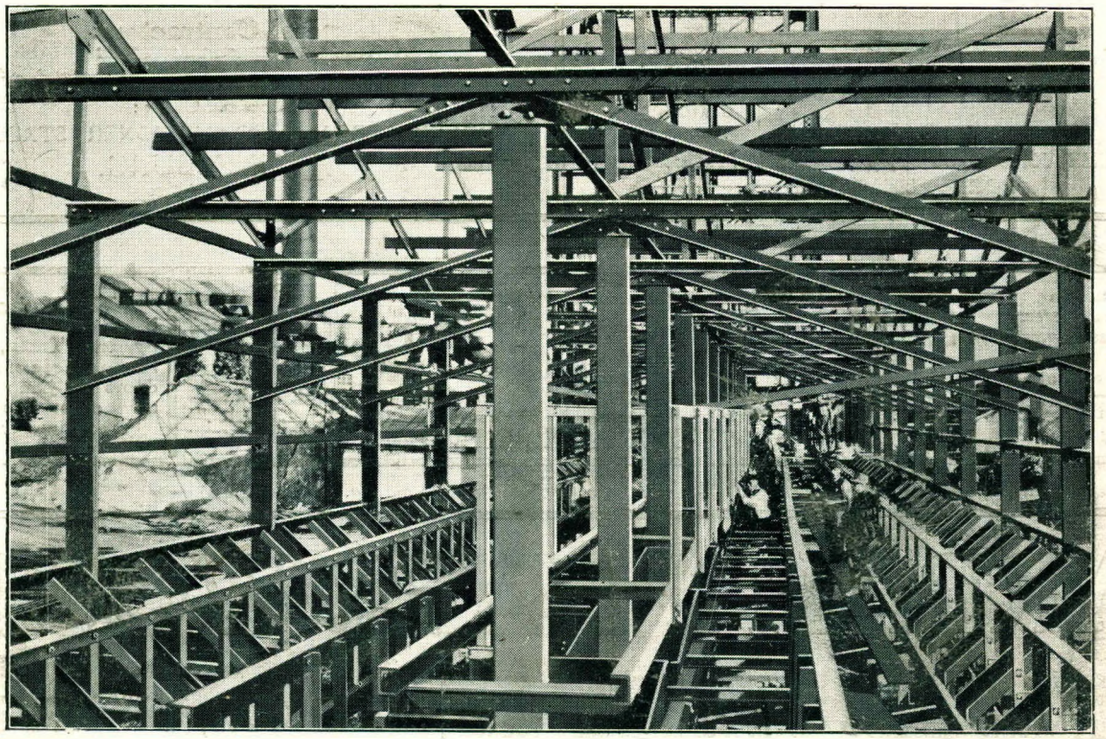
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Journal of the SA Architectural Institute

PUBLISHER:

University of the Witwatersrand, Johannesburg

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