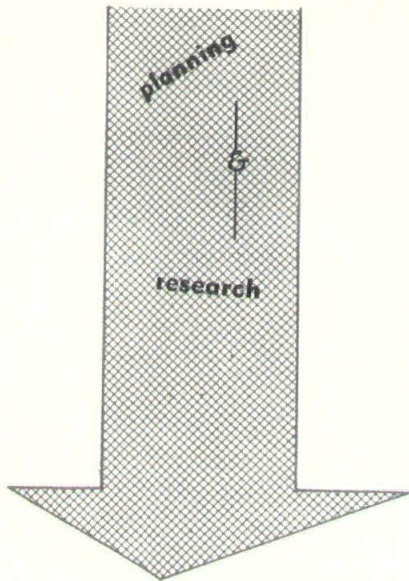
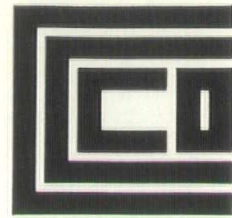


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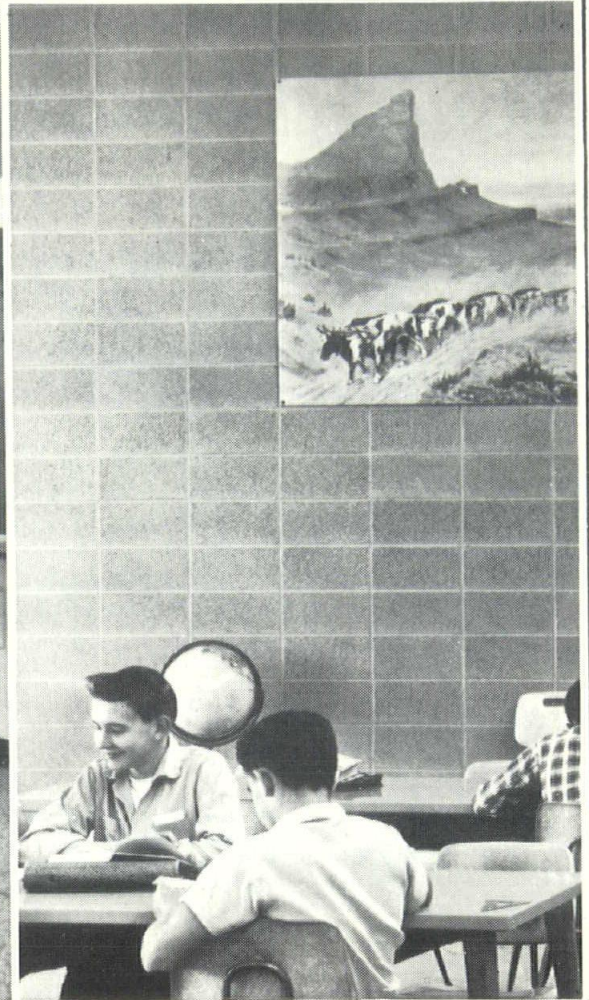
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editor's note:

HANG ON AMERICA!

At a meeting of AIA component presidents in St. Louis this month, the Vieux Carre expressway spontaneously nudged its way into the seminar discussion (as it does wherever architects gather).

Within minutes, the subject so enraged participants that decorum suffered. Angry cries for top level action were heard. The planned agenda was altered drastically.

These protesters were mid-westerners, far-westerners, plains-staters, hillbillies, who somehow have been led to believe that the Quarter belongs to America.

To illustrate this mass ownership mania, we reprint a Californian's letter which appeared in the Baton Rouge "Morning Advocate" on February 4.

Editor, Morning Advocate:

When I was 16 years old, I visited New Orleans with my father for the first time. For two decades, I dreamed about the quaint beauty, the sheltered charm, the exquisite antique shops, the graceful balconies of Vieux Carre. Meanwhile, there had been a war and sweeping changes in many American cities and I was almost fearful to return to New Orleans, lest its memorable French Quarter would be changed. Then, in 1956, I took six young Future Farmers there and was overjoyed to find it unchanged and as picturesquely lovely as before.

Recently, I was shocked to learn that an elevated expressway is being seriously considered which would invade our beloved Vieux Carre. This proposal must be thoroughly reconsidered by the Chamber of Commerce, which originated it, and all other allied groups. I visited New Orleans in August, 1965, so I am well aware of that fair city's traffic problems, but the nationally esteemed staff of Tulane University's School of Architecture has developed a carefully thought-out and practical alternative plan.

I have seen most of the major cities in 48 of the nation's states and I consider Washington, D.C. the most impressive and thrilling city in America and New Orleans the most interesting and charming. Why? Because of the picturesque splendor of Vieux Carre—its sequestered patios, the delicate tracery of its wrought iron designs, verdant Jackson Square, the majestic Basilica.

When I visit other cities and observe the drastic changes they have undergone, I silently affirm, "New Orleans is different. That gracious southern lady will not succumb to modern speed and growth trends. Vieux Carre will continue to be a haven of quiet charm, a treasure chest of antiques, a refuge from the turmoil of today."

I implore you to preserve the Old World loveliness, to protect Vieux Carre from noise and fumes that are inevitably associated with expressways. In times of rapid change, the preservation of loveliness is a precious accomplishment. Keep Vieux Carre undefiled for the sake of all Americans who find it delightful.

Thank you for your attention and consideration and please publish this letter of earnest appeal.

ALYCE W. JEWETT
788 Elmwood Dr.
Davis, Calif.

Tut, Tut, such an emotional display of unreasonable nostalgia . . . some will say.

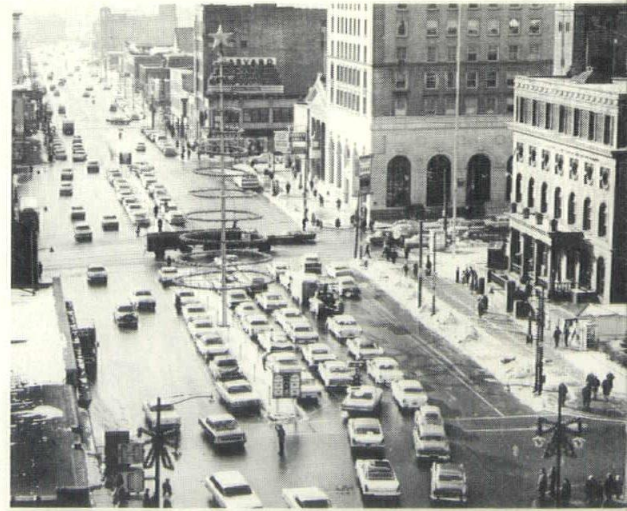
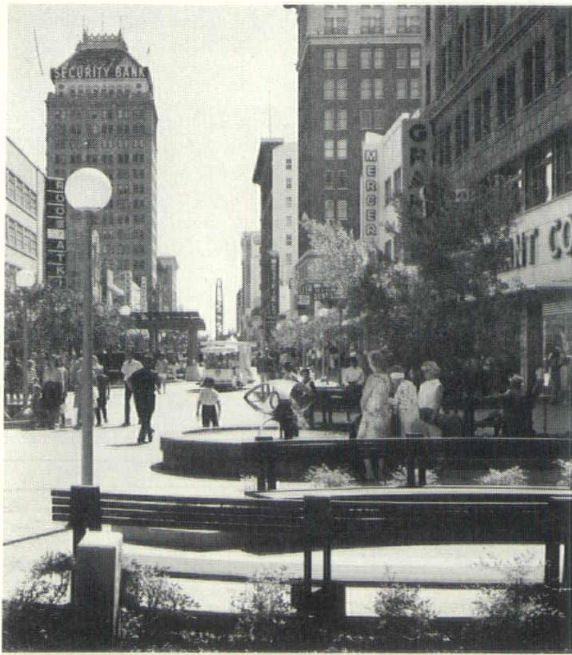
EDITOR

NO TIME FOR DELAY

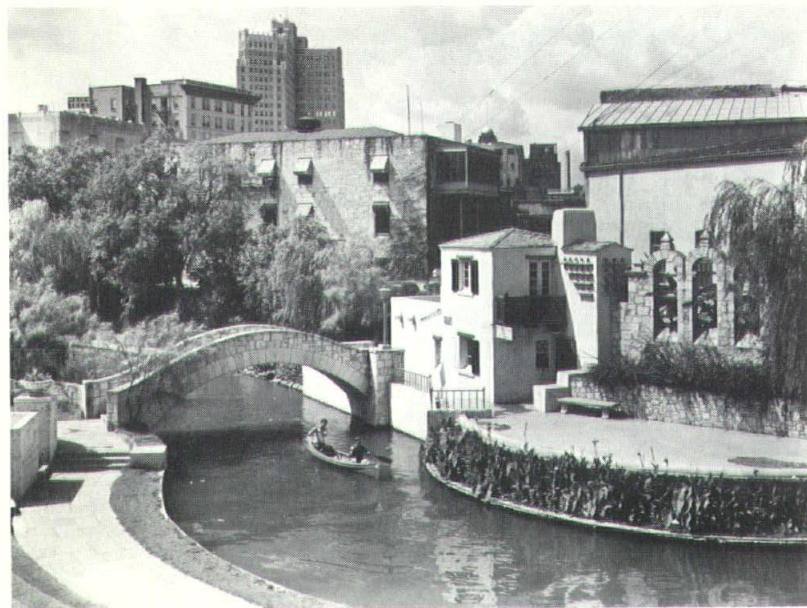
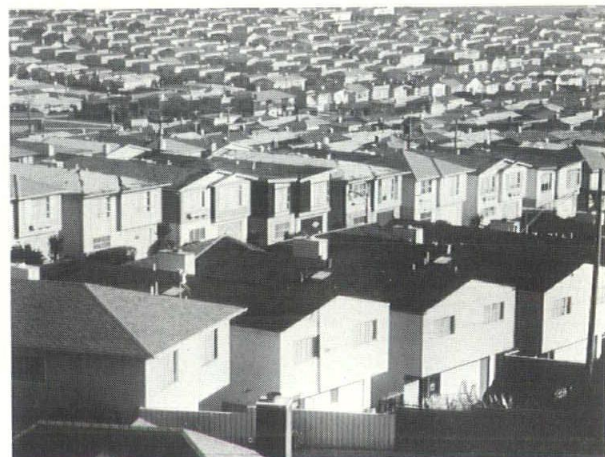
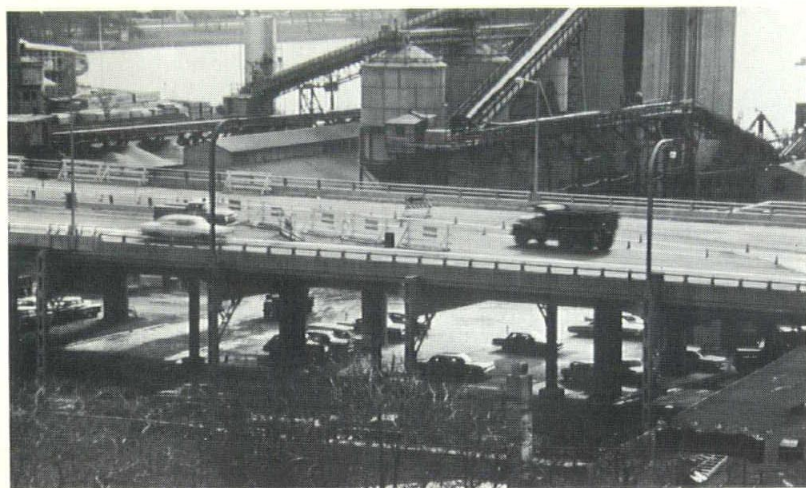


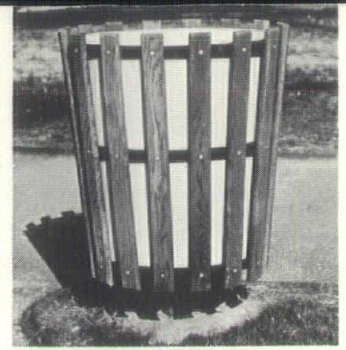
We Don't Have To Be Ugly

Your city can look most any way you want it to look. You can have a downtown confused by ugly and unreadable signs, corrupted visually by poles and wires, congested with cars. Or, as in Fresno, California, you can take traffic off the street, create a pedestrian shopping street with sculpture, water displays, benches, trees and flowers, minibuses. Canton, Ohio, before and after, shows how an ugly public area can become a handsome plaza with restaurant, community exhibit area, greenery, and a gay sidewalk cafe which in winter becomes an ice skating rink.



You can wipe out the recreational future of an urban waterway with industrial debris and elevated highways, as Washington, D.C., has done along the Potomac. Or, as did the people of San Antonio, Texas, you can grace your river with shaded walkways, boating, trees, and cafes. Suburbia can be as barren a landscape of cracker-boxes as is this California subdivision. Or as the contrasting example in Virginia shows, it can be a community of well-designed and well-sited houses with trees kept in and power lines kept out of sight—underground.





The Time For Action Is Now

We have all the skills, tools, and resources we need to rid our communities of ugliness and create an urban environment of beauty and order. What we have little of is *time*.

Major community improvement is a four-stage operation: Awareness, commitment, planning, and action. If your fellow townsmen have shut their eyes to the problem, help them to want to see again. Raise the issue in community meetings, write letters to your newspaper, demand action from your local government, urge your state legislators, governor, and congressmen to help reverse the tide of urban ugliness.

Determine the extent of the problem with a careful and competent visual survey. A team of responsible citizens can quickly establish how badly wire blight and signs befoul the approaches to the city; see how far downtown is rundown; determine whether urban housing needs restoration or razing; and report on parks that have been replaced by parking lots, river banks that have been desecrated by highways, and forests that have been ravaged for badly-planned subdivisions.

Essential to any genuine improvement is formation of a long-range master plan to guide the redevelopment and orderly growth—in short, the design—of the community. The master plan should be accompanied by a list of short-range and long-range action programs. Among other things, it should call for:

Coordination of community design with planning for highways; redevelopment of blighted business and residential areas; identification and preservation of historic buildings; enactment of ordinances regulating billboards and storefront signs and requiring utility lines to be placed under-



ground; creation of small parks to break up the city's density; adoption and enforcement of up-to-date building codes and zoning laws; re-design of municipal traffic signs and street furniture (light poles, benches, trash receptacles, etc.); proper maintenance of public properties.

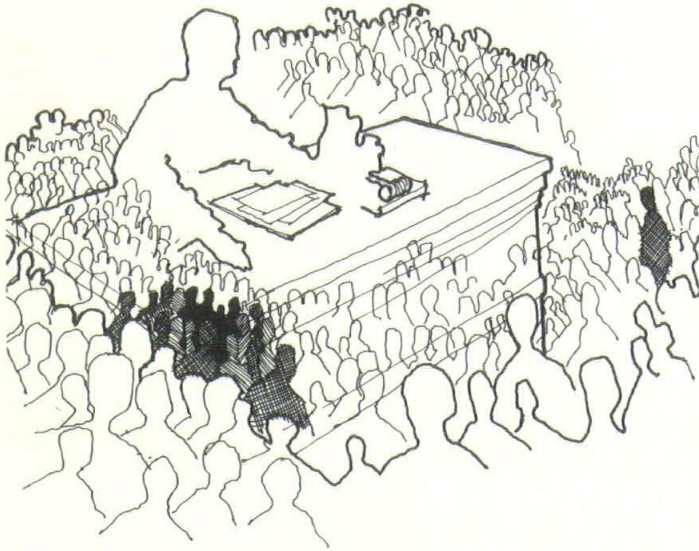
Four forces are necessary to effect community redevelopment—an enlightened government, interest and leadership of the business community, skills of architects and other design professionals, and one that must be ever-present—public demand. Efficient and beautiful communities can be created in free societies only when the people who live in them know the difference between the good and the bad—and demand the good.

We have all the tools we need to do the job—a responsive and democratic political system, business leaders with a demonstrated capacity for getting things done, and design skills which can create everything from a regional land-use plan to a better street sign. The only thing in short supply is time. *Now* is the time to act.

A film, "No Time for Ugliness," on the subject of community beautification is available for loan from the Louisiana Architects Association or from a local chapter of the American Institute of Architects. The film, 16 mm, sound, 27 minutes, is excellent for presentation to civic clubs and organizations of diverse interests. To borrow the film from the Louisiana Architects Association, inquiries should be addressed to Myron Tassin, Executive Director, Louisiana Architects Association, Jack Tar Capitol House, Baton Rouge, La. 70802. To obtain a copy on the local level, call your local chapter of the American Institute of Architects.



the jacka case



EDITOR'S NOTE: LAA Member Beuford Jacka won a suit against a local school board in his area for \$27,005.57 as balance due him in fees. The District Court of Appeals reversed the lower Court decision. Jacka's attorneys requested a re-hearing but were denied.

They then appealed to the Supreme Court and, at the same time, requested LAA's participation as a friend of the Court. A majority of sixteen LAA board members voted to petition the high Court to review the Appeals Court ruling. Excerpts from LAA Legal Counsel Alvin Rubin's brief are herein presented. Most of the legal citations are omitted but can be obtained by writing to Rubin.

Before going to press, it was learned that the Supreme Court has granted the hearing. Jacka's attorneys credit Rubin's brief in large part for this positive turn of events.

TO THE HONORABLE, THE CHIEF JUSTICE AND
THE ASSOCIATE JUSTICES OF THE SUPREME
COURT OF THE STATE OF LOUISIANA:

The petition of the Louisiana Architects Association, a non-profit corporation organized under the laws of the State of Louisiana, and a state component of the American Institute of Architects, appearing herein as amicus curiae, with respect represents that the petition of Beuford G. Jacka for a writ of certiorari or review should be granted, and in support of this respectfully shows:

STATEMENT OF THE CASE

The facts out of which this case arises are fully set forth in the petition for writ of certiorari or review previously submitted by Beuford G. Jacka. These facts raise issues of importance and concern to the architectural profession, to public agencies and private citizens dealing with that profession, and hence of general public importance — issues of such significance that they should be resolved by this Honorable Court.

MEMORANDUM OF AUTHORITIES ON PRINCIPLES OF LAW INVOLVED

It is respectfully submitted that the opinion of the Honorable Court of Appeal for the Second Circuit fails to consider properly the issues involved in this matter or to apply the correct principles of law to the resolution of these issues. The questions of law in this case are of such importance that they should be resolved by this Honorable Court. It is respectfully submitted that the applicable principles of law are as follows:

- (A) WHEN AN ARCHITECT IS EMPLOYED, THE SERVICES WHICH HE IS TO RENDER ARE TO BE INTERPRETED IN THE LIGHT OF PREVAILING CUSTOM AND SOUND PRACTICES IN THE PROFESSION UNLESS THERE IS AN EXPRESS CONTRACTUAL UNDERTAKING TO THE CONTRARY.

The Louisiana Architects Association fully recognizes that the architect's professional status requires the highest professional responsibility. The architect owes his client professional ability, loyalty and professional integrity. The architect's employment contract is to be read in the light of the architect's professional status.

It is of course clear, in Louisiana, that, subject only to the limitations imposed by law the architect can contract with his client, the owner, to do as much or as little as they jointly agree. To the extent that their intent is "evident and lawful, neither equity nor usage can be resorted to, in order to enlarge or restrain that intent" LSA CC Art. 1963.

In this case, however, the contract between the owner and the architect does not state in express terms who is to provide a topographical survey. It is evident from the record that a topographical survey is required in undertakings of this type before the architect can commence work. The type of survey needed must not only show the exact size, shape and location of the property (perimeter and location survey) but must in addition show its elevation, grades and contours, and other physical characteristics of the site.

The testimony in the record indicates that the usual custom in connection with such contracts is for the owner to provide the topographical survey at the owner's expense. There is no evidence in the record to the contrary. It is therefore respectfully submitted that, in the absence of an express agreement by the architect to provide the topographical survey, his obligations in this regard — as well as his other obligations not expressly delineated in the contract — are to be determined by resort to the basic principles set forth in the Louisiana Civil Code.

"Whatever is ambiguous is determined according to the usage of the country where the contract is made." LSA CC Art. 1953.

Of course "Equity, usage and law supply such incidents only as the parties may reasonably be supposed to have been silent upon from a knowledge that they would be supplied from one of these sources." LSA CC Art. 1964.

However, where the contract is ambiguous, the usual and customary manner of fulfilling such contracts should be taken into consideration. *Terrell v. Alexandria Auto Company*, 1930, 12 La. App. 625, 125 So. 757. And "In contracts, the clauses in common use must be supplied, though they be not expressed." LSA CC Art. 1954.

Under these authorities, those portions of the architect's employment contract which do not expressly define his duties in unmistakable detail are to be read in the light of "equity and usage."

We take it that such usage would imply the application of good standards of professional practice, not a new practice

or a custom of indifferent value. In the present case, sound usages and custom in the architectural profession should be consulted in order to determine whether it was the architect's duty to furnish the topographical survey or whether he was entitled to rely upon the owner to furnish it and, once the owner had furnished it (as was in fact done here), whether the architect properly performed his obligations in relying upon it.

- (B) IF PREVAILING CUSTOM AND GOOD PRACTICE REQUIRE THE OWNER WHO EMPLOYS AN ARCHITECT TO FURNISH A TOPOGRAPHICAL MAP, AND IF A REPRESENTATIVE OF THE OWNER FURNISHES HIM WITH SUCH A MAP, THE ARCHITECT IS ENTITLED TO RELY UPON IT ON PREPARING PLANS AND SPECIFICATIONS FOR THE BUILDING HE HAS BEEN EMPLOYED TO DESIGN.

The correctness of this statement is almost self evident. It should be noted that the question here is not whether one member of a public body may obligate the body contractually. The question is whether one who deals with a public body and who is supplied information by that body in discharge of its own obligations may rely upon the information furnished him.

In the present case, the school board furnished the architect with a topographical map. He relied upon it. It is submitted that he not only had every right to do so, but that the school board is estopped to deny that he should have done so. For the doctrine of estoppel applies to the school board, as it does to the State. *State v. Taylor*, 1876, 28 La. Ann. 460.

It is well settled also that where one party fails to perform a contract as the result of the act of the other party or where there is a delay in performance by one as a result of the act of the other, the party who has thus been prevented from performing his contract or who has failed to perform it within the specified time is relieved from responsibility.

Certainly where, as here, the owner furnishes the architect with a topographical survey and intends that the architect shall rely upon it, the architect who in fact does rely upon it should not be held liable for any damage that may result from errors in the survey.

Indeed in one case where an architect relied upon plans and specifications prepared by a former architect, a court in another state has held that the architect was not responsible to his employer for errors or mistakes made in those plans and specifications. See *May v. Howell*, 1923, 32 Del. 221 121 A. 650.

- (C) AN ARCHITECT IMPLIEDLY REPRESENTS TO HIS CLIENTS THAT HE POSSESSES THE SKILL AND ABILITY TO PERFORM THE SERVICES WHICH HE HAS UNDERTAKEN AT LEAST ORDINARILY AND REASONABLY WELL BY PROFESSIONAL STANDARDS, AND HE IS OBLIGED TO PERFORM HIS PROFESSIONAL OBLIGATIONS WITH THE SAME CARE AND SKILL CUSTOMARILY USED BY OTHERS IN THE SAME PROFESSION IN THE LOCALITY IN QUESTION.

The Louisiana Architects Association believes that, as professional practitioners, architects should be held to the same standards of skill and care as those exacted of the other learned professions. The rule that has been applied to engineers and to other professions in Louisiana is well summarized in *Pittman Const. Company, Inc. v. City of New Orleans*, 4th Cir., 1965, 178 So. 2d 312.

The same rule is set forth in Tomson, "It's the Law! Recognizing and Handling the Legal Problems of Private and Public Construction," 1960, p. 245.

The architect, like the members of other professions, should be held only to the professional standards customary among learned members of his profession in the same community.

The California court stated the same rule in *Paxton v. Alameda County*.

In the present case, there is no evidence, whether of expert witnesses or others, that the architect failed to follow the standard of the learning, skill and care ordinarily possessed and practiced by the same profession, in the same

locality, at the same time. Indeed the only evidence in the record is the expert evidence of two architects of unquestioned integrity and ability, each with many years of practice, and each of whom testified that the architect in this case did all that should have been expected or required of him.

- (D) IF AN ARCHITECT FAILS PROPERLY TO PERFORM HIS DUTIES TO HIS CLIENT, THE PROPER MEASURE OF DAMAGES IS THE ACTUAL LOSS THE ERROR CAUSED THE OWNER. IF THE ARCHITECT MERELY FAILED TO PROVIDE FOR WORK THAT WOULD HAVE OCCASIONED THE SAME COST TO THE OWNER HAD IT ORIGINALLY BEEN INCLUDED IN HIS PLANS, THE PROPER MEASURE OF DAMAGES IS NOT THE FULL COST OF THE WORK BUT ONLY THE ACTUAL LOSS SUSTAINED BY THE OWNER.

Let us assume, for the sake of argument that an architect has violated his duty to the owner who employed him failing to provide in his plans and specifications for some of the work required to complete the building project: what is the proper measure of damages?

Of course a party who has sustained a breach of contract should recover the damages which he has suffered; in Louisiana, he may recover his actual damages but no more. Our courts have long refused to permit punitive or exemplary damages.

If the present case be construed as involving a contractual violation, the measure of damages in the event of a finding that the architect violated his duty, is stated by LSA CC Art. 1934 as follows:

"Where the object of the contract is any thing but the payment of money, the damages due to the creditor for its breach are the amount of the loss he has sustained, and the profit of which he has been deprived, under the following exceptions and modifications:

"1. When the debtor has been guilty of no fraud or bad faith, he is liable only for such damages as were contemplated, or may reasonably be supposed to have entered into the contemplation of the parties at the time of the contract. By bad faith in this and the next rule, is not meant the mere breach of faith in not complying with the contract, but a designed breach of it from some motive of interest or ill will."

Let us put the present case in proper perspective by first taking a hypothetical case. Suppose the owner of property employs an architect to design two identical apartment buildings to be built on the same property. The architect prepares plans and specifications but, through the architect's error, when bids are taken contractors are instructed to bid and do bid on only one building, for the sum of \$50,000. The error is discovered. The plans and specifications are revised and bids are taken on the second unit. The additional cost of this is \$55,000. The contractor testifies that, had he bid on both buildings at the same time, the total bid would have been \$100,000. Which is the proper measure of damages?

It is submitted that, in this event, the damage to which the owner is entitled amounts to \$5,000, measured as follows:

| | |
|--|-----------|
| Actual cost of two apartments | \$105,000 |
| Cost of two apartments had the architect made no mistake | \$100,000 |
| Loss to the owner | \$ 5,000 |

The measure of injury to the owner is not the total cost incurred after the error was discovered but the cost of rectifying it, that is, the additional cost to which the owner was put as a result of the error.

While it is not entirely apposite to the issue, LSA CC Art. 2769 states the general principle relative to damages that should be applied:

"Art. 2769. If an undertaker fails to do the work he has contracted to do, or if he does not execute it in the manner and at the time he has agreed to do it, he shall be liable in damages for the losses that may ensue from his non-compliance with his contract."

It will be noted that the contractor is liable for the losses that result from his non-compliance with the contract.

(Continued on page 18)

Here is your country. Do not let anyone take it or its glory away from you. Do not let selfish men or greedy interests skin your country of its beauty, its riches or its romance. The World and the Future and your very children shall judge you according as you deal with this Sacred Trust.

Theodore Roosevelt

AESTHETICS AND CITY PLANNING

EDITOR'S NOTE: In light of the raging furor over the proposed New Orleans Riverfront and Elysian Fields Expressway, LOUISIANA ARCHITECT presents a few pertinent notes and quotes from courageous judges. (Taken from an article in the American Journal of Economics and Sociology.)

JUDICIAL RECOGNITION OF AESTHETICS

As a practical matter in planning, aesthetic and the recognized other considerations are so interwoven and so frequently present together that consideration of situations involving pure aesthetics unmixed with the other supporting considerations gets into the courts but infrequently. Hence, when courts go out of their way to give support to aesthetic considerations pure and simple as a basis for the exercise of the police power we are entitled to sit up and take notice. So we note with satisfaction when here and there a courageous judge, impatient with the judicial treatment of legislative efforts to improve or protect the aesthetic amenity of American communities, comes out with a protest. Space permits quotation of but a few (collected in an appendix).

SUPREME COURT OPINION

Particularly does one note with satisfaction the language of a United States Supreme Court Justice in a recent case, even though the language goes a bit further than the case itself required. Reference is made to the opinion of Justice Douglas in the case of *Berman v. Parker*³ decided November 22, 1954, which opinion was the unanimous "opinion of the court," there being no dissent nor any reservation or qualification from any other justice. Excerpts follow:

"Miserable and disruptable housing conditions may do more than spread disease and crime and immorality. They may also suffocate the spirit by reducing the people who live there to the status of cattle. They may indeed make living an almost insufferable burden. They may also be an ugly sore, a blight on the community which robs it of charm, which makes it a place from which men turn The concept of the public welfare is broad and inclusive The values it represents are spiritual as well as physical, aesthetic as well as monetary. It is within the power of the legislature to determine that the community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled.

³348 U.S. 26.

Quotations from Selected Judicial Opinions Relating to Public Control of Private Property on Aesthetic Grounds (in Chronological Order).

Judge Holt in *State ex rel. Twin City Building and Development Co. v. Houghton*¹⁰ (1920):

"It is time that courts recognized the aesthetic as a factor in life."

Judge Dawson in *Ware v. City of Wichita*¹¹ (1923):

"It is recognized and hereby declared that beauty of surroundings constitutes a valuable property right which should be protected by law."

Chief Justice O'Niell in *State ex rel. Civillo v. City of New Orleans*¹² (1923):

"If by the term esthetic consideration is meant a regard merely for outward appearance, for good taste in the matter of beauty of the neighborhood itself, we do not observe any substantial reason for saying that such consideration is not a matter of general welfare. The beauty of a fashionable residence neighborhood in a city is for the comfort and happiness of the residents, and it sustains in a general way the value of property in the neighborhood. It is, therefore, as much a matter of general welfare as is any other condition that fosters comfort or happiness, and consequent values generally of the property in the neighborhood. Why should not the police power avail as well to suppress or prevent a nuisance committed by offending the sense of sight, as to prevent or suppress a nuisance committed by offending the sense of hearing or the olfactory nerves? An eyesore in a neighborhood of residence might be as much a public nuisance, and as ruinous to property values in the neighborhood generally, as a disagreeable noise or odor, or a menace to safety or health. The difference is not in principle, but only in degree."¹³

¹⁰144 Minn. 1; 20.

¹¹113 Kansas, 153.

¹²154 La. 271; 97 So. Rep. 440.

¹³The Louisiana case goes on to suggest that the decisions in a number of the cases it cites "might have rested as logically upon the so-called aesthetic considerations as upon the supposed other considerations of general welfare."

Judge Martin in *General Outdoor Advertising Co. v. City of Indianapolis*¹⁴ (1930):

"Under a liberalized construction of the general welfare purpose of the state and federal Constitutions there is a trend in modern decisions (which we approve) to foster under the police power an aesthetic and cultural side of municipal development—to prevent a thing that offends the sense of sight in the same manner as a thing that offends the sense of hearing and smelling."

Judge Lehman in *Dowsey v. Village of Kensington*¹⁵ (1931):

"Aesthetic considerations are, fortunately, not wholly without weight in a practical world. . . . As yet, at least, no judicial definition has been formulated which is wide enough to include purely aesthetic considerations." [*Sed quaere*, Judge. If so, is it not because aesthetic considerations always and necessarily include other considerations?—A.S.B.]

Justice Hooley in *Preferred Tires, Inc. v. Village of Hempstead*¹⁶ (1940):

"This Court is not restricted to aesthetic reasons in deciding to sustain the validity of the ordinance in question, but if it were so restricted, it would not hesitate to sustain the legislation upon that ground alone. The Court cannot believe that, with the Legislature of the state specifically delegating the power to regulate or prohibit signs in the public streets, a municipal board in this day and age can be so restricted, as plaintiff contends, in thus promoting the happiness and general welfare of the community.

"The village of Hempstead would be far more beautiful if, upon its business streets, all of the present signs, placed in different positions, at different heights, of different shapes and colors, were completely eliminated from the public eye, and instead there was presented a clear and unobstructed view in which ugliness had been replaced by the symmetry and architecture of modern business buildings.

"For years the courts have strained to sustain the validity of regulatory or prohibitory ordinances of this character upon the basis of the public safety. They decided that aesthetic considerations could afford no basis for sustaining such legislation. Such considerations were deemed to render an ordinance of this character unconstitutional. But the views of the public change in the passing of years. What was deemed wrong in the past is looked upon very often today as eminently proper. What was looked upon as unreasonable in the past is very often considered perfectly reasonable today. Among the changes which have come in the viewpoint of the public is the idea that our cities and villages should be beautiful and that the creation of such beauty tends to the happiness, contentment, com-

fort, prosperity and general welfare of our citizens. The zoning regulations, which have been upheld by our courts, indicate the changes in the attitude of the public and the courts with respect to the right of a man to use his own property. He must now consider to some extent the interest of his neighbors and the interest of the community in general. The courts should not be so bound down with ancient precedent that they should close their eyes to every change."

Chief Justice O'Niell (again) in *City of New Orleans v. Pergament*¹⁷ (1941):

"The purpose of the ordinance is not only to preserve the old buildings themselves, but to preserve the antiquity of the whole French and Spanish quarter, the tout ensemble, so to speak, by defending this relic against iconoclasm or vandalism. Preventing or prohibiting eyesores in such a locality is within the police power and within the scope of the municipal ordinance."

Judge William M. Hargest, President Judge of Court of Quarter Sessions, Dauphin County, Pa., in *Commonwealth v. Trimmer*¹⁸ (1942):

"The law has now developed to the point where aesthetic considerations alone may justify the exercise of the police power. . . . But we definitely hold also in the light of the foregoing later decisions, that aesthetic considerations alone, in this day, are sufficient upon which to base an exercise of the police power."

Justice Wechter in *Krantz v Town of Amherst*¹⁹ (1948):

"Esthetic considerations are a proper factor, and these support this legislation."

Judge Jacobs in concurring opinion in *Lionshead Lake, Inc. v. Township of Wayne*²⁰ (1952):

"In the Point Pleasant case I recently expressed the view, to which I adhere fully, 'that it is in the public interest that our communities, so far as feasible, should be made pleasant and inviting and primary considerations of attractiveness and beauty might well be frankly acknowledged as appropriate, under certain circumstances, in the promotion of the general welfare of our people.' And in the Brookdale case Justice Heher expressed the view that, on principle, regulation on aesthetic grounds would seem to be within the police power 'if so far promotive of the interests of the public at large, through the resultant community development and profit, as to outweigh the incidental restraint upon private ownership.' . . . To the extent that our earlier cases express outmoded narrower doctrines (see *Passaic v. Paterson Bill Posting Co.*, 72 N.J.L. 285; 287 (E. & A.) they ought to be expressly disavowed."

¹⁴202 Ind. 85.

¹⁵257 N.Y. 221, 230.

¹⁶173 Misc. (N.Y.) 1017; 19 N.Y. Supp. 2d, 374.

¹⁷198 La. 851; 858; 5 So. Rep. 2d, 129.

¹⁸53 Dauphin County Reports, 1; s. c. 34 Munic. Law Rep. 37

¹⁹80 N.Y. Supp. 2d, 812.

²⁰10 N. J. 165; 177.

HONOR AWARD

1965

CIMINI AND MERIC AND ASSOCIATES ARCHITECTS

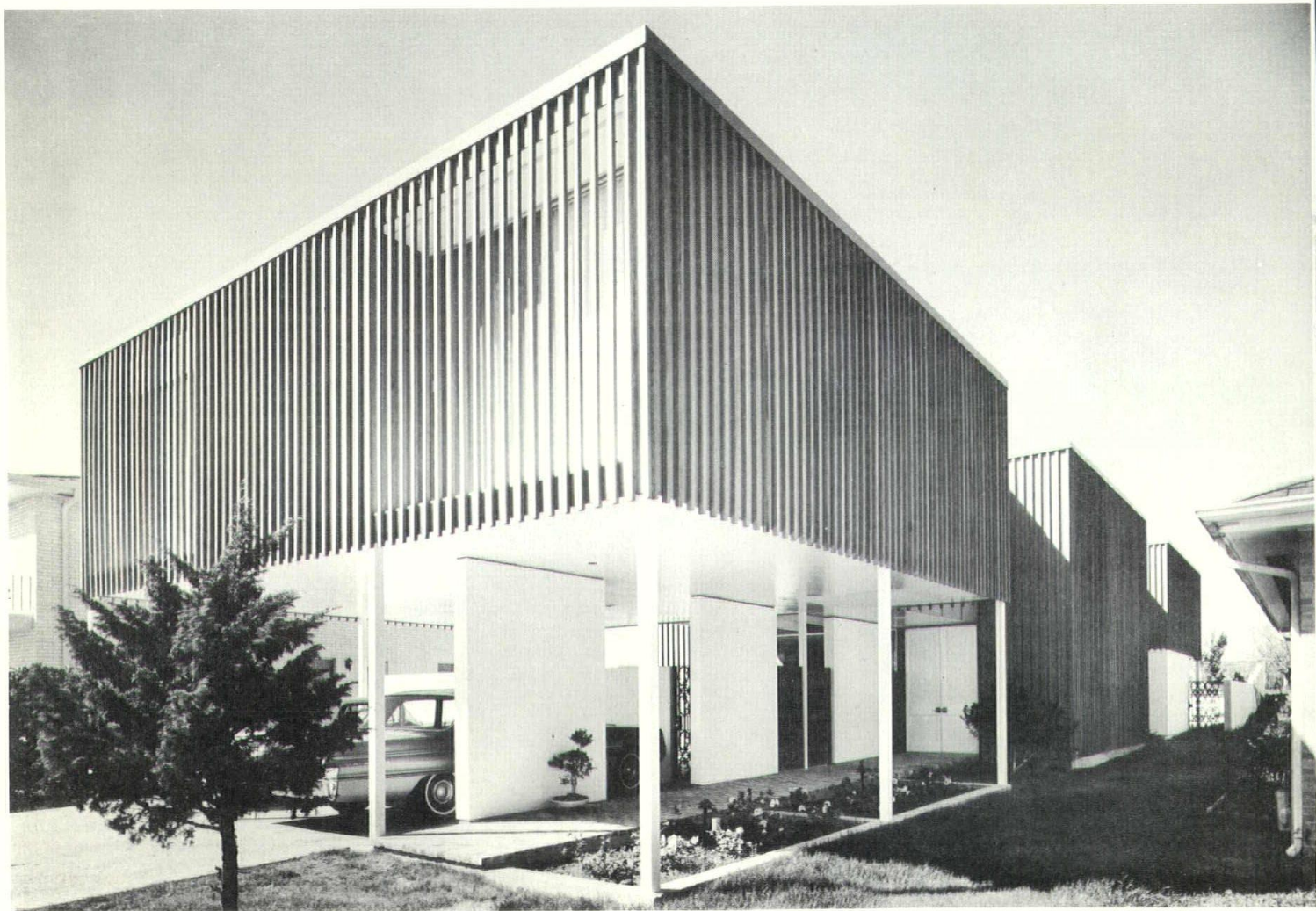
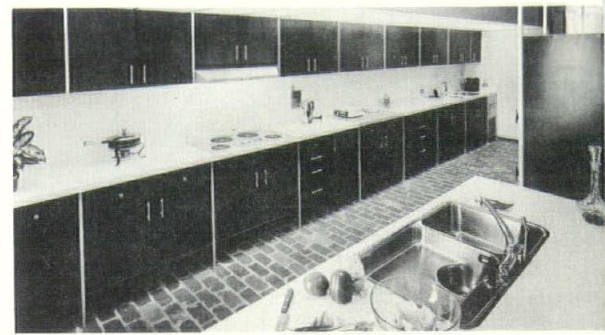
STRUCTURAL ENGINEER LYMAN L. ELLZEY
AND ASSOCIATES

MECHANICAL ENGINEER .. STONE AND LEONARD

ELECTRICAL ENGINEER EDWARD M. ALBA
AND ASSOCIATES

GENERAL CONTRACTOR ... J. O. KUEBEL COMPANY

PHOTOGRAPHER FRANK LOTZ MILLER



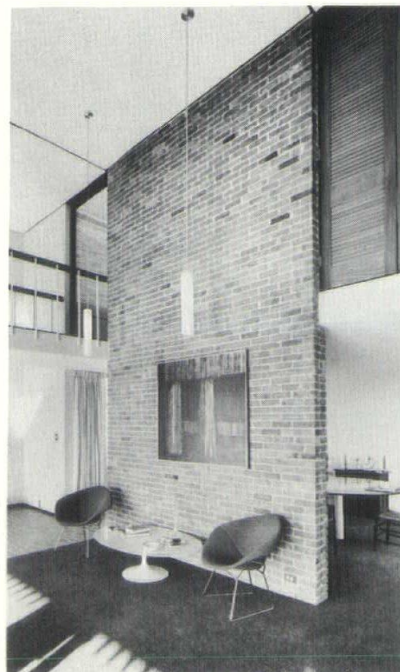
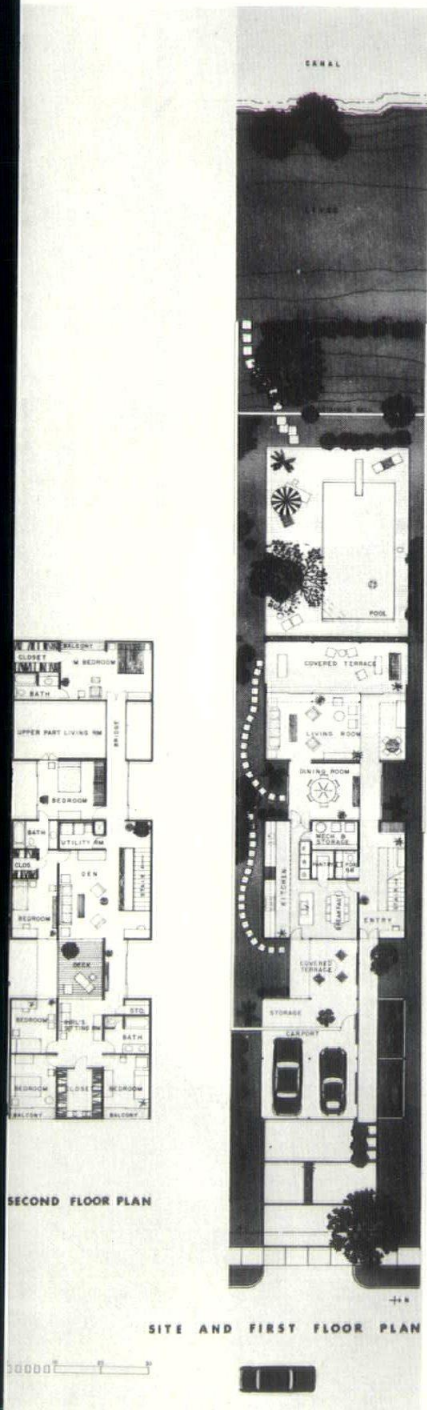
The Meric Residence is located at 5460 Bellaire Drive, New Orleans, Louisiana.

The basic problem was to design a large residence on an extremely narrow urban site for a family of 7 with 3 girls; 8, 12 and 14; a boy 11, and a widowed in-law.

The site is a narrow 40' x 200' interior lot with the rear 70 feet sloping upward to form part of a levee. A retaining wall placed 20' from the swimming pool and terrace, additional privacy and an opportunity for landscaping at different levels.

Since the local building code allowed a buildable width of only 30 feet the house necessarily would have to be long and narrow to provide the 3,800 sq. feet of enclosed area and 1,500 sq. feet of covered area. In order to eliminate the "box-car" appearance required by these dimensions and in order to articulate and define the various functions required, the house was designed in three 2-story units with sleeping and family activity on the second floor and living and entertaining on the ground floor.

Foundation is a structural concrete slab on wood pilings. Structural system is conventional wood framing on 4 x 4 steel tube columns. Exterior siding consists of 5/8" rough sawn cedar plywood with 2 x 2 cedar battens spaced 6" O.C. All exterior openings are aluminum sliding glass doors. All interior partitions are sheetrock with the exception of the brick wall in the living and dining rooms and the walnut plywood wall in the den. All ceilings are sheetrock with a texture coat of acoustical plaster. All ground floors are of old brick except the living room and dining room which are carpeted. All second floors are carpeted except the bathrooms which are white mexican marble.





BEAUX ARTS

1965

1



la 2, 66



3

2



THEME: LA MER (The Sea)

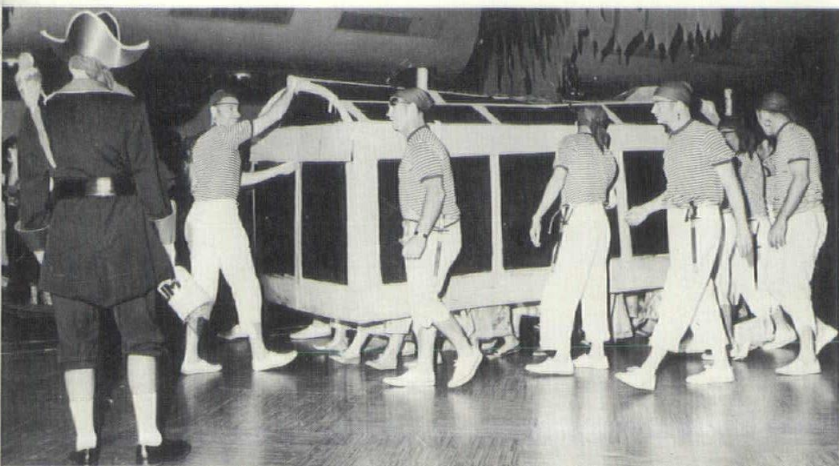
- 1. The Turtles (Dr. Frank Rizza and Miss Nancy Hanks)
Winner of Best Couple Award
- 2. The Prize Tuna
- 3. Mrs. Milton H. Finger (President, Women's Auxiliary)
Sidney J. Folse, Jr. (President, New Orleans Chapter, AIA)
- 4. The Vikings (Peter Briant Group)
Winner of Best Large Group
- 5. Moses from the "Red C" Group (Jim Blich's Group)
"Moses" was Tim Prapolin and winner of "Best Man" award
- 6. Treasures of the Sea (Ernest E. Verges Group)
- 7. Seasick (The Spangenburg's)

4



5

6



7

the jacka case

(Continued from page 11)

This means the amount that it will cost the owner to remedy the defects.

The fundamental basis for determining the amount of damages to be awarded for the breach of a contract is to place the plaintiff in the same financial position in which he would have been had the contract not been violated.

The same principles are followed in Louisiana.

In the present case, even if the architect was in error in using the topographical survey, then, the measure of damages to the owner is *not* arrived at by computing the cost of grading the land and of doing the other work that would have been necessary even if the error had not been made. It is the *additional* loss — but *only* the additional loss or damage — that the owner suffered as a result of the error. For in the present case, if the topographical survey had been correct, most of the costs used by the Court of Appeal to compute the award to the owner would have been incurred as part of the original cost. The work eventually done would have been necessary and would have cost an equal amount.

The Louisiana Architects Association agrees that an architect who violates his employment agreement and causes his client to sustain an injury should be held liable for that injury. He should make his client whole. But he should not be cast in damages that amount to more than the amount of the injury actually sustained as a result of his error.

The award made by the Court of Appeal is manifestly in error with respect to the proper measure of damages in such a case. This Honorable Court should correct the mistaken rule of law and announce the proper principle for the guidance of the courts in future cases.

CONCLUSION

It is respectfully submitted that this Honorable Court should grant the petition for writ of certiorari or review in this matter, in view of the importance of the issues involved,

the significance of the principles of law presented for decision, and the errors of law committed by the Court of Appeal.

Respectfully submitted,

Alvin B. Rubin of the firm of
Sanders, Miller, Downing, Rubin & Kean
201 Baton Rouge Savings & Loan Building
Baton Rouge, Louisiana

FROM A READER

Editor:

We just wish to congratulate you on the fine work and most appropriate articles in all your editions of the Louisiana Architect. We know from our own fledgling Alabama publication the vast amount of work which goes into the publishing of each edition and feel that the Architects of Louisiana are indeed fortunate to have such a publication, and we especially appreciate your sharing it with those of us in Alabama who receive it.

Yours very truly,
DIETZ, PRINCE AND FISCHRUPP
James F. Dietz
Mobile, Alabama

OBITUARY

Henry Tumbler Underwood, AIA, died in January. Underwood came to New Orleans from Philadelphia, Pa., in 1925. He was chairman of the board of Underwood Verges & Associates.

During the war he was manpower director for the New Orleans area. He was a member emeritus of the American Institute of Architects, Louisiana Architects Association, honorary member of the Pickwick Club and a member of Internation House.

Survivors include his wife; two nephews, and a niece.

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