

OHIO ARCHITECT

OFFICIAL PUBLICATION OF THE ARCHITECTS SOCIETY OF OHIO A REGION OF THE AMERICAN INSTITUTE OF ARCHITECTS, INC.

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Fisherman's Wharf Motel, St. Claire, Michigan. Architect: George D. Lytle

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JULY, 1962

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COVER AND FEATURE MATERIAL

This month's cover, a rendering of a stained glass window, and the feature material on page 4 were prepared by Associate Editor Leonard S. Friedman, with the assistance of Rudy Nobis, Nobis Decorating Company.

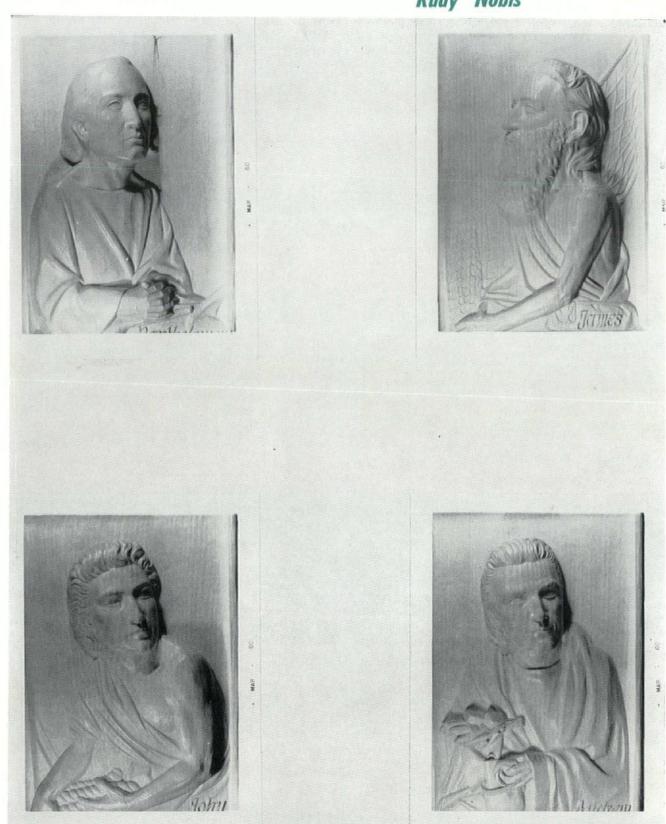
The article on the Dayton and Montgomery Library on page 19 was prepared by Associate Editor Robert J. Makarius.



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Art In Church Architecture

By: Leonard S. Friedman, A.I.A. Rudy Nobis



Four of a set of twelve panels carved in Linden wood depicting the twelve apostles. Courtesy Nobis Decorating Company, Inc.

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Gold Candle Holder with applied enamelled copper symbols. Courtesy Nobis Decorating Company, Inc.



Gold Baptismal set. Courtesy Nobis Decorating Company, Inc. JULY, 1962

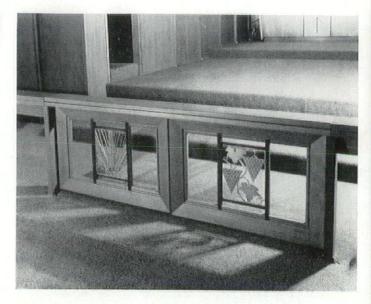
"We must put the best in Church, not in the museum. We must bring the best artist from the gallery of art into the church of God. Two things which have been too long apart may now become one—the highest and noblest expression of the artist and the deepest most fervent prayer of man. When the artist turns his blind groping into a rational research for God, when his self centered feelings are transformed into God-centered ferver, his art may blossom and bloom again. Then the house of God will grow bright with the beauty and splendor and radiance which are its rightful possession."

> REV. ANTHONY LAUCK, C.S.C. professor of sculpture at the University of Notre Dame.



Bronze cross. Courtesy Nobis Decorating Company, Inc. Page 5

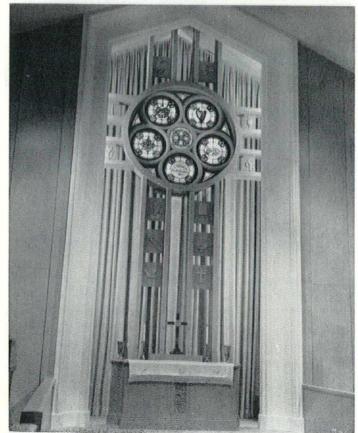
Communion symbols (wheat and grapes) in the communion rail gates at Christ Methodist Church in Kettering, Ohio. Symbols are done in cast aluminum by Arthur Armour, Grove City, Pennsylvania, from sketches by Damon, Worley, Samuels & Associates.



First Methodist Church of Medina, Ohio.

Dossal screen with leaded glass window as a center in a cross motif.

Carved symbols molded and cast by Fischer and Jirouch, Cleveland,
Ohio. Architect, Damon, Worley, Samuels & Associates.



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The Narthex screen of the Aldersgate Methodist Church in Maple Heights, Ohio, has clear and colored glass, together with symbols of the Apostles worked on white structural glass in charcoal color and gold. By Winterich Studios of Cleveland. Architect, Damon, Worley, Samuels & Associates.



OHIO ARCHITECT

Art is a creation which becomes ecclesiastical, when it applies to the cult of the church. A work of art always reveals the spiritual state of its creator. The artist must strive to comprehend the reality and dogma behind the figure or scene he is creating. Apart from what it represents, it is undeniable that the images used explain the faith, or lack of it, of its author. Spiritual values have been so depreciated in our materialistic time that it seems almost impossible to appeal to the contemporary man with an original creation. If contemporary church art is to be the true and honest expression of the religious feelings and spirit of the 20th century it must show originality. Because one of the main marks of art is originality, there must be something in the contemporary religious art that is not bound to tradition. As to its substance, the requirement of tradition is not questionable, while in regard to the form, tradition has only a limited right. That does not mean, however, that it is to follow every artistic fashion. When creating religious art the artist's primary aim is to the Glory of God and leading man to God. Any art which needs explanation makes as much sense as a prophesy which no one can understand. The Architect and spiritual leaders of the Church must realize that they have a great role in the creation of new church art. It is the Architect and the spiritual leader who must set the theme for the Artist to interpret and develop this theme visually. In order to reach this, the Artist must be given freedom in the development of the form. It is a sacred duty to protect its freedom, its purity and its frailty. This form should be helped by love, with respect and with prayers. Religious art should show the spiritual growth of a period.

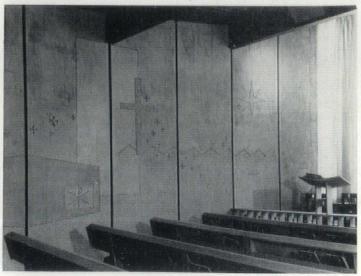
The Artist however, should also remember this. His work is at the service of a community, a family of faithful who try to get in touch through his work with God himself. Egotism is a sin also in art. The Artist is provided by the Creator with special talents and abilities to accomplish this wonderful miracle, called art. The Artist also has a responsibility towards man, a responsibility to lift him up in the pure sphere of his spirit, where man feels closer to God and free from earthly cares and anxieties in the absolute beauty of creation.

The proper material for sacred art is the matter of the Incarnation—fallen humanity—not humanity with its sores hidden under fancy dress. The form of such an art is revelation, Its aim is the expression of the spirituals and the natural. But the only safe refuge for an Artist treading such dangerous ground is a knowledge of humanity. To strive to leave this foundation ends in the simpering of upturned eyes in an annoying effort to edify. The Artist is not here to preach, but to inspire.



The Memorial Room gate of the Rodef Sholom Temple in Youngstown is executed in aluminum and bronze, set in a doorway of a walnut panelled wall. The burning bush is represented with the flame done in bronze in the form of a sheet, This is the work of Wendell August Forge of Grove City, Pennsylvania. Architect, Damon, Worley, Samuels & Associates.

First Methodist Church of Columbiana, Ohio. Christian symbols executed in wet plaster. Designed and executed by James Olsavsky. Bostwick & Olsavsky, Architect



When Is an Architect Liable?

Early American cases, following the English rule, held the architect not liable for negligence in making decisions, says Mr. Witherspoon. In our modern times, the pendulum is slowly swinging away from these holdings. Architects and engineers have been held liable for negligence in three general classes of cases, according to the author, who adds that there are also many miscellaneous fringe areas where new theories are fast developing.

by Gibson B. Witherspoon

Under the Code of Hammurabi, Babylonian justice was swift and severe. Death was required "of a builder's son for a house being so carelessly built as to cause death to the owner's son."1 The Romans continued the vogue of lex talonis.2 From Babylonian justice the pendulum swung to the farthest extreme in the English law of no liability, during a period of over three thousand years.

British barristers developed a rule that an architect's duty is not merely ministerial but that he is in the position of an arbitrator between the parties and therefore could not be held liable for the result of his decisions, if free from fraud or collusion. Even where there was a refusal to give either grounds or reasons for apparent erroneous decisions, the courts held the super arbiter was not required even to explain.3

Following the English rule, early American decisions held the architect not liable for negligence in making decisions under the quasi-arbitrator theory.4 In our modern times the pendulum is slowly swinging away from the early decisions. True, architects' decisions are binding on all parties, but liability for negligence is determined by our common law. Architects and engineers have been held liable for negligence in three general classes of cases and there are many miscellaneous fringe areas where new theories are fast developing.

Defects Attributable to Plans and Specifications

In the preparation of plans, draw-

of the Mississippi Bar (Meridian)

ings and specifications, an architect owes his employer the duty to exercise his skill, ability, judgment and taste both reasonably and without neglect.5 The measure of damages for defects of construction attributable to the lack of skill either in preparation of plans or supervision of construction has developed two distinct rules, depending on the character of the defects rather than the lack of uniformity in different jurisdictions. If defects can be remedied, the cost of the remedy is the true measure of damages. If the defect is so intimately connected with the body of the structure, or is so inherent in some permanent part of the structure that it cannot be remedied at a reasonable expense, or without tearing it down and rebuilding, then the proper measure of damages is the difference between the value of the building now and the value it would have had if it had been erected upon correct plans and specifications.6 Complications arise where there are two causes contributing to the defect. The architect is only liable for his part thereof, but he is not allowed anything for preparation of the plans since he failed to supply proper ones originally.7 Efficiency of an architect in the preparation of plans and specifications is tested by the rules of ordinary, reasonable skill usually exercised by one in this profession. However, an architect undertaking to prepare plans does not imply or guarantee a perfect plan or a satisfactory result.8

These general principles attributed to error in plans or specifications of the architect usually occur when:

- 1. The fixtures are not adequate for their intended use:
- 2. The roof, floors or walls become cracked, buckled or collapsed;
- 3. The foundation is not sufficient to provide adequate support; or
- 4. The waterproofing is not sufficient to prevent leaks or seepage.9

Occasionally the owner claims that the architect is responsible for defects in the work which are alleged to have been caused by improper or unsuitable material stipulated in the specifications. The architect's rights against the manufacturer in such cases will not be discussed herein. Usually they are claimed as offsets or counterclaims when the architect sues the owner for his fee for preparation of plans and specifications. Even where there is error or oversight in the preparation of the plans necessitating repairs, these repairs cannot be made with unnecessary expense in an extravagant form if the owner expects recovery of the amount of this extra disbursement.10

An architect employed to complete a building according to the plans and specifications of a preceding architect is not responsible to the employer for error in such plans and specifications, nor is the architect responsible if the workmanship and materials prescribed do not meet the approval or expectation of the employer. But an architect so employed is required to complete the building in a reasonably careful and skillful manner and in substantial compliance with the plans and specifications of the original architect.11

(Continued on Page 11)

^{1.} Encyclopedia Britannica, page 864 (14th ed.).
2. "Like for Like—Punishment of an injury by an act of same kind—Eye for Eye", Black's Law Diotionary, page 1781 (3d ed.).
3. Stevenson v. Watson (1879) L.R. 4 C.P. Div. 148, 40 L.T.R. (N.S.) 485.
4. Immunity of Arbitrators, 3 Am. Jur., page 928, para. 100.
5. Bayshore Dev. Co. v. Bonfoey, 75 Fla. 455, 78

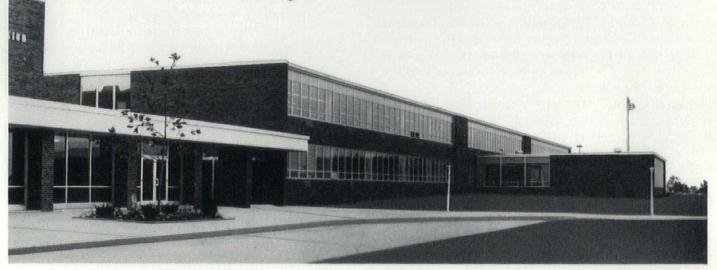
So. 507 (1918). Followed in Canada—Cauchon v. MacCosham, 19 D.L.R. 708—a principal agent relationship exists because of the contractural relation with the owner. 6 C.J.S., Architects, para. 7. 6. Truck and Gordon v. Clark, 163 Iowa 620, 145 N.W. 277, 3 Am. Jur., Architects, para. 20, page

^{7.} Annotation, 25 A.L.R. (2d) 1085-1103 (1952). 8. White v. Pallay, 119 Ore. 97, 247 Pac. 316

<sup>(1926).
9.</sup> Hill v. Polar Pantries, 219 S.C. 263, 64 S.E. 2d 885 (1951); School District of King Co. v. Josenhaus, 88 Wash. 624, 153 Pac. 326, 25 A.L.R. (2d)

^{10.} Bayshore Dev. Co. v. Bonfoey, 75 Fla. 455, 3 So. 507 (1918). 11. May v. Howell, 32 Del. 221, 121 Atl. 650

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ASO Members - PERSONAL:

As your A.S.O. delegate to the recent AIA Convention in Dallas, I offer this brief summary of the various educational and Institute business events for the benefit of those who did not attend.

Howard B. Cain, AIA

8 MAY 1962 — MORNING SEMINAR SESSION ON "CITY PLANNING"

Charles Colbert, FAIA, Dean of Columbia University:
Architects should expand their interests and solve
the social problems of cities through joining and consulting others who are more qualified in specialized
aspects of planning.

Jane Jacobs, Editor, ARCHITECTURAL FORUM:

Other, lesser, brains are taking over decision making in building design. A vacuum exists in defining function of cities. Architects are best qualified here. Function is trying to follow form and taking a beating because modern, mobile, mechanized functions are not compatible with the form of the old city.

Ben West, Mayor of Nashville:

No one is qualified to understand complexities involved in city growth and planning. Vast majority of growth will occur under jurisdiction of municipalities—low level government. Note empty buildings downtown. Architects should do something with these—not wait for someone else. Tax system is antiquated.

The farmer is over-waged by the Department of Agriculture. City building owners are penalized when they improve their buildings, therefore they are encouraged *not* to improve buildings. Urban renewal is not any more than inertia dispellant. Clean-up is contagious.

Sam Hurst, Dean of the School of Architecture of the University of Southern California — In summary of remarks by the above speakers:

Aesthetics is the concern of the architectural schools—because the profession is not doing anything about it. Mobility and the arts represent desirable power and should be encouraged — not restricted.

8 MAY 1962 — AFTERNOON SESSIONS HELD IN VARIOUS HOTEL ROOMS

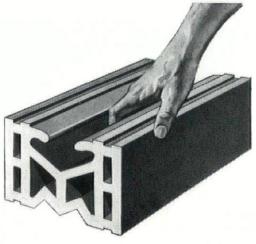
Representatives of region meet in 3 hour session to interview candidates for AIA offices. This was a very excellent experience and it should be repeated next year. All candidates seem very outstanding. Very reassuring for AIA status and welfare.

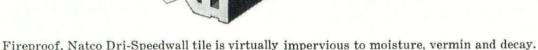
9 MAY 1962 — MORNING BUSINESS SESSION

* Lynn Smith gives "Report on AIA Structure". Suggests offering provisional membership to *all* registered architects.

(Continued on Page 15)

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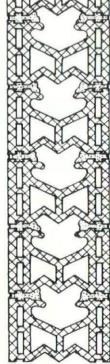
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When is an Architect Liable? (Continued from Page 8)

Injury or Death from Improper Plan

In the early cases it was declared that no cause of action in tort could arise from a breach of contract unless there was privity of contract between the architect and the injured plaintiff. In more modern times the doctrine has either been limited, modified or completely rejected.12 Since MacPherson v. Buick Motor Co.13 held a manufacturer of an inherently dangerous automobile liable for injuries to a remote user, the early doctrine has been Dean Prosser declares, "There is no visible reason for any distinction between the liability of one who supplies a chattel and who erects a structure."14 Pennsylvania was one of the first courts to follow this line of reasoning, holding: "[T]here is no reason to believe that the law governing liability should be, or is, in any way different where real structures are involved instead of chattels. There is no logical basis for such a distinction." The principle inherent in liability "cannot be made to depend upon the merely technical distinction between a chattel and a structure built upon the land."15 Architects, engineers and contractors should be held liable to persons with whom they have no privity of contract for injuries sustained, even after the erection of a dangerous structure, under the same principles of negligence applicable to manufacturers.16 It appears that the proper test of liability is whether the manufacturer or architect should have recognized that his failure to exercise due care would result in substantial bodily harm to those using the chattel or structure in the manner and for the purpose for which it was created. Moreover, an architect in preparing plans and specifications for the construction of a building under employment by the owner is following an independent calling and is doubtless responsible for any negligence in the exercise of the ordinary skill of his profession, which

results in the erection of an unsafe structure whereby anyone lawfully on the premises is injured.17

By undertaking professional service to a client, an architect impliedly represents that he possesses—and it is his duty to possess-that degree of learning and skill ordinarily possessed by architects of good standing practicing in the same locality. It is his further duty to use the care ordinarily exercised in like cases by reputable members of his profession practicing in the same locality. In addition, he must use reasonable diligence and his best judgment in the exercise of his skill and application of his learning in an effort to accomplish the purpose for which he is employed. However, there are limitations on the duties of an archi-

The responsibility of an architect does not differ from that of a lawyer or a physician. Where he possesses the required skill and knowledge and in the exercise thereof has used his best judgment, he has done all that the law requires. The architect is not a warrantor of his plans and specifications. The result may show a mistake or defect, although he may have exercised the reasonable skill required.18

An architect, employed by a school trustee to draw plans and specifications for a school building which met with the approval of the trustees, was held not liable when a child fell over a wall onto a concrete floor. Alleged negligence was based on the absence of a guard rail. Stress was laid on the theory that in this case a public officer vested with discretion, when exercising his judgment in matters brought before him, is immune from liability to persons who may be injured as a result of an erroneous or mistaken decision, provided he acts within the scope of his authority and without either willfulness, malice or corruption. The court held that the architect was employed to draw plans and specifications for a school building; that these were submitted to the trustees, who in turn discussed, changed, modified, correct-

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ed and finally approved. Thereafter the school was constructed according to the new plans and specifications. "It would be a strange rule of law which would excuse the act of the official in passing upon the plans and adjudging them sufficient and yet would hold the person who drew them liable in damages because of alleged incompetence."19

Another category of architects' liability arises before the building is completed and in cases wherein injuries or death result from a collapse of the structure due to defective plans or designs. In the illustrative case, Clemens v. Benzinger,20 plaintiff's intestate was employed by a contractor engaged in the erection of structural steel for a grandstand. Fatal injuries were sustained when he was struck by a steel column which fell because of a wrong type of bolt used to anchor it in concrete which had not hardened sufficiently to bear the strain and weight (Continued on Page 12)

^{12. 58} A.L.R. (2d) 865 (1958); 13 A.L.R. (2d) 191 (1950).

^{13. 217} N.Y. 382, 111 N.E. 1050 (1916). 14. Prosser, Torts, page 517, para. 85 (2d ed.,

^{15.} Poley v. Pittsburgh-Des Moines Co., 363 Pa. JULY, 1962

^{1, 68} A. 2d 517 (1949), See also, 58 A.L.R. (2d) 865-891 (1958), 16. Imman v. Binghampton Housing Authority, 1 App. Div. 2d 559, 152 N.Y.S. 2d 79 (1956), 17. Potter v. Gilbert, 196 N.Y. 576, 115 N.Y.S. 425 (1909), 18. Bayne v. Furkam, 101 M.J. 18. Bayne v. Everham, 191 Mich. 181, 163 N.W. 1002 (1917).

^{19.} Sherman v. Miller Const. Co., 90 Ind. App. 462, 158 N.E. 255. But governmental immunity of school districts is being abolished as a matter of public policy. See Molitor v. Kaneland Community Unit District No. 302, 181 III. 2d 11, 163 N.E. 2d 89 (1959).

^{20. 211} App Div. 586, 207 N.Y.S. 539 (1925).

When is an Architect Liable? (Continued from Page 11)

of the column. Judgment was rendered against the contractor who did the work, the contractor who did the structural steel work and the architect who supervised. The appellate court affirmed the judgment against the architect. Liability was predicated upon his supervisory activities, namely his failure to notify the contractor engaged in the erection of the structural steel of the true condition after authorizing and directing the placing of the anchor bolts in the drilled holes, with their strength and supports wholly dependent on the resistance of the unhardened cement. Further, it was based on defects of the original plans in which the type of anchor bolts to be used was not specified. The architect approved the detailed plans prepared by the contractor in which the improper type of bolt was specified. "For defects in original plans and the approval of detailed plans arising from negligence on the part of the architect liability resulted." Also where there is a latent or concealed defect resulting in injury liability results.21

In Day v. National U. S. Radiator Corp.22 a boiler exploded, burning the deceased while he was installing the hot water system. An \$83,000 judgment was affirmed by the Louisiana Court of Appeals. The court held the architect owed a duty to the contractor and his employees as well as to sub-contractors and their employees whom he had every reason to antici-

pate would be involved in this con-The architect contended struction. that a person named Vince was negligent in failing to install a pressure relief valve. But the court held Vince's gross, inexcusable negligence could be of little comfort to the architect, "The negligence of the architect combined with that of Vince in contributing to the injury and rendered him liable in solido. One whose negligence combines with that of another to cause injury cannot plead the negligence of such other as a defense to an action by the injured party."23

Issuance of an Improper Certificate

The American Institute of Architects has zealously fought to preserve the high standing of all architects in the courts of our nation and especially to preserve the immunity which its members have enjoyed for centuries. Members of this outsanding association are vocal, loval and very fraternal in defense of all of their members. If you try to prove lack of good faith, fraud, failure to exercise skill and care, or even simple and apparent negligence, you will be confronted by a most difficult situation. Your status is analogous to a plaintiff in a malpractice case who wishes to produce a disinterested doctor who is not prejudiced.

Both in the early cases and today an architect's certificate is agreed to be conclusive as between the parties. Because he is acting in a dual capacity

and as a quasi-arbitrator there is no resulting liability.24 The reasoning is sound and based on the contract wherein the plaintiff owner and the contractor have both agreed that the architect is to be the sole arbitrator.

During World War I the pendulum began to swing towards greater liability. Then the courts held that an architect who was negligent in approving a contractor's claim for a greater amount than was actually due was liable to the owner for the excess payment made in reliance on the certificate, but not for the cost of completing the building in accordance with the contract terms.25 Where defects in construction are discovered after a supervising architect has given his final certificate, evidence of such defects might give rise to a claim for damages in recoupment in the architect's action for his services. However, a showing of negligence alone does not constitute a complete defense to the claim for compensation.26 The reasoning in these cases is based on the premises that architects are skilled persons and are therefore held to a higher degree of care than unskilled persons, and if they fail in the duty owed either in the preparation of plans or in the supervision of the work, or the issuance of a certificate, liability will result for the damages proved by the owner.

Where a roof collapsed after an architect who prepared plans and supervised work gave his final certificate, the court rejected the theory that prog-(Continued on Page 14)

^{26.} Lindberg v. Hodgens, 89 Misc. 454, 152 N.Y.S 229 (1915).





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^{21.} Campo v. Scofield, 301 N.Y. 468, 95 N.E. 2d 802 (1950).
22. 117 So. 2d 104 (1959). The Supreme Court of Louisiana recently reversed the Louisiana Court of Appeals in this matter. See 128 So. 2d 660. It did so on the ground that there was no negligence in approving shop drawings as to the pressure release valve be-

cause this was not followed by the subcontractor and therefore was not the proximate cause of Day's death. See also, Marine Insurance Co. v. Strecker, 100 So.

²d 493.

23. See the chapter by Bell on architects and engineers at page 179 in Professional Negligence (Vanderbilt University Press, 1960).

^{24. 3} Am. Jur., Arbitration and Award, para. 100 (1939); 42 L.R.A. (N.S.) 282 (1913).

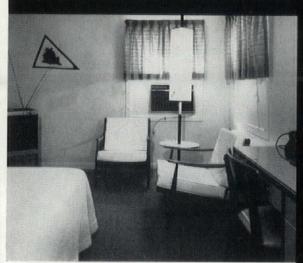
^{25.} Bump v. McGrannahan, 61 Ind. App. 136, 111 N.E. 640 (1916).

Visit Key 53, where old fashioned heating units were recently replaced with new flameless electric heating and cooling heat pumps.

flameless ALL ELECTRIC

Heating and Air-Conditioning pleases the guests... benefits the business.

Jack Shaucet, manager of Key 53 Motel and Key DiVille Motel at 4444 East Main Street recommends that motels be heated and cooled automatically, electrically. Guests appreciate the pleasure of perfect comfort at the turn of a dial. The motel benefits from the cleanliness and convenience of flameless heating and cooling.



Key 53 units feature Chrysler flameless electric reverse cycle heat pumps.



Key DiVille units feature flameless electric baseboard heating and Chrysler window unit electric air-conditioners.



Key DiVille's units feature flameless electric heating, air-conditioning.

Each motel unit is automatically and individually controlled. However, a master heating control panel, located in the office, allows the desk clerk to control the heating system when units are unoccupied.



COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY

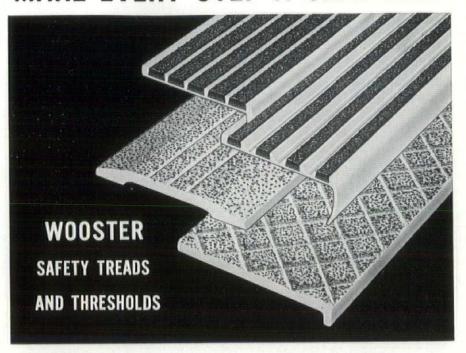
When is an Architect Liable? (Continued from Page 12)

ress payments were merely authorization for the contractor to draw proportionate parts of his pay. The fact that the condition which caused the collapse was known to the owner was held not to preclude recovery, since the owner was entitled to rely on the sufficiency of the construction as certified by the architect. The certificates given during the progress of the work were each evidence that the work had been satisfactorily completed by the contractor.27

A supervising architect acting fraudulently or in collusion with one of the parties issuing payment certificates can be held liable for all resulting damages. A question of fact is presented for an architect's negligence in issuing a certificate, but a false certificate based on either fraud or collusion renders the architect liable for all damages, since he owes the owner a fiduciary duty of both loyalty and good faith.28

In an exceptionally well reasoned case, State for the use of National Surety Co. v. Malvaney,29 it was held that where the contract required the contractor to submit evidence to the architect that payrolls and materials bills had been paid before issuing a certificate of substantial completion, it was negligence, which resulted in liability, if the architect failed to require such evidence and, by issuing his certificate, released the retainage. The surety had the right of subrogation. since it was entitled to protection. The court rejected the contention that the architect could be held liable because there was no privity of contract between the architect and the surety. The duty to ascertain that the contractor had paid the bills was owed to both the building owner and the surety, for whose mutual protection the retainage was provided. The failure of the architect to exercise due care and diligence in carrying out his duties might result in a loss to the surety where he undertook the performance of an act which,

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if negligently done, would result in loss, so the law imposed upon him the duty to exercise care to avoid such loss even in the absence of a contractual relationship. The fact the surety had taken no steps to ascertain that outstanding bills for labor and materials were being paid by the contractor was

held not to charge it with contributory negligence, since it had the right to assume that the retainage would not be released until the contract had been fully performed.30

A certificate carelessly issued by an architect may injure not only the own-

(Continued on Page 16)

^{27.} School District v. Josenhaus, 88 Wash. 624, 153 Pac. 326 (1915).

^{28.} Palmer v. Brown, 127 Cal. App. 2d 44, 273 P. (2d) 306 (1954). 29. 221 Miss. 190, 72 So. 2d 424 (1954). The architect unsuccessfully raised these defenses:

^{1.} No privity of contract between the architect and

the surety.

Retainage not a trust fund and therefore no lien, neither legal nor equitable.

Even if the surety had a cause of action, it failed to keep informed and the architect is entitled to offset its contributory negligence.
 By agreement the architect was the sole judge

of what evidence should be required that materials bills were paid.

5. If the surety had any rights under equitable subrogation, they did not accrue until either the date of the contractor's default or when the surety actually paid the bills.

30. See generally, Annotation, 43 A.L.R. (2nd) 1227 (1955).

ASO Members - PERSONAL

(Continued from Page 10)

- * A motion was passed that the First Vice President of the AIA will henceforth be known as the "President Designate".
- ** A motion was passed requiring that we table resolution relative to "Formation of Allied Professional Councils" Motion passed 456 to 450. This resolution probably would have been defeated if it had not been tabled.
- * The convention passed a resolution to permit Board to terminate membership of those who are indebted to AIA for *other* costs than dues.

9 MAY 1962 — AFTERNOON PANEL: "NEW DIMENSIONS OF ARCHITECTURAL KNOWLEDGE"

William Periera, FAIA:

Architect must be entrepreneur, but he must also improve his ability and competence.

Karl Falk, Economist:

In Newtown, Brighton, England, utilities are placed underground, under removable sidewalks. "We have a bull by the tail — let's face it squarely." Architectural profession is best suited to take the lead in development work — but generalization is hazardous — most people specialize today.

Paul Oppermann, Planner:

Home builders have taken over in residential planning area. Planners and architects must work together. Architects should take lead — support the planners. Insist on master plans in all communities.

10 MAY 1962 — MORNING SESSION: "CASE HISTORIES OF COMMUNITY SERVICES"

Oregon Chapter, Knoxville Chapter, and Little Rock Chapter display very excellent examples of how architects can take the lead in rebuilding the downtown areas of their cities. Very impressive work.

10 MAY 1962 — AFTERNOON SESSION: "CASE HISTORY OF EXPANDED SERVICES"

A medical plaza in New Orleans is cited as good example. "Knowledge is Power." If architect has the knowledge he can be leader of the team, but in general, he does not always have rounded knowledge in financing, real estate, etc.

A second case history is cited consisting of office building and plant in Danbury, Connecticut. This project required community approval. A building corporation was used to do early engineering, cost estimating and contracting. Architect acted as owners agent and design coordinator. This was poor example of architects expanded services.



Mount Clemens Federal Savings and Loan Assn., Mount Clemens, Mich-Architect: Meathe, Kessler and Assoc. Inc., Grosse Pointe Park, Michigan.

Soaring shell roof that lets the daylight through

Cast in a single day, the concrete roof of this spectacular building is supported by four flaring corner columns only. Circular skylights molded right into the concrete roof admit daylight over the entire column-free interior.

Concrete's freedom of form inspires architects to seek imaginative new designs for all types of buildings.

PORTLAND CEMENT ASSOCIATION

50 West Broad St., Columbus 15, Ohio

A national organization to improve and extend the uses of concrete

11 MAY 1962 - MORNING BUSINESS MEETING

Two-thirds vote of delegates required to act on business items. However, many delegates have gone home and therefore we cannot act on important items.

"Affiliate Membership" is discussed with strong proand strong con. No vote taken.

Proposed competition to design new AIA headquarters building is discussed. 20,000 square feet will be required by AIA in the next ten years. AIA will save \$7000.00 per year in annual operating costs if new building is built and extra space rented out. Motion is passed to hold competition for design of new building.

Motion relative to permission to mortgage Washington property is voted upon by IBM card ballot. Results follow:

| Total | votes cast | 710 |
|-------|------------|-----|
| Yes | | 669 |
| No | | 41 |

This is not sufficient to constitute a quorum — 750 (approx.) required to be two-thirds majority of delegates.

When is an Architect Liable? (Continued from Page 14)

er but the surety. In Hall v. Union Indemnity Co.31 the certificate of the architect certified progress payments which overpaid the contractor, who thereafter defaulted. The owner brought suit on his bond guaranteeing faithful performance. The surety company defended on the ground that the architect had not followed the contract in issuing the certificate. The contract provided, as all standard forms provide, that the payment would be made upon invoices presented to the contractor. The court ruled that the architect in certifying amounts due on the basis of these estimates was acting as agent of the owner and the architect's violation of the terms of the contract was chargeable to the owner. An apparently improper certificate would be an increased risk to the surety. Consequently, the surety would have been released under the bond except for an estoppel, which applied because of unusual facts found in this case.32

Where the architect is rendering a partisan service to the owner, there seems to be little question that the certificate must be made with reasonable care after the exercise of professional judgment.33

In an early case, Corey v. Eastman,34 a contractor secured a certificate from the architect stating that more than the amount of work necessary for the first payment had been completed. The doubtful owner was reassured by the architect that the certificate was correct and paid. The builder thereafter went into bankruptcy. Upon finding that the certificate was improperly issued, the owner sought and recovered damages from the negligent architect.

Miscellaneous Liability

Thus, we find the pendulum has passed three general classes of cases where the architect is liable. However, there are other areas where the courts impose liability. Misrepresentations as to the cost of the building should result in liability of the architect.35 Where the final estimate of the building was \$400,000 and the complete cost \$700,-000, the court held the architect liable for an intentional misrepresentation in a suit for the \$300,000 differential.36 Where the costs exceeded the estimate of \$125,000, the court held the architect liable, but pointed out it would be inequitable to allow the owner to retain the more valuable building and still recover the difference between the estimate and the actual cost.37 The architect cannot hold up construction by late completion plans without subjecting himself to a claim for damages for delay. In short, an exactness of performance in this regard is required from the architect.38

In a recent volume, the author lamented that the South, so rich in traditions, is also "guilty of imitating itself to death in architecture."39 It is alleged that "the South has been scourged by pseudo neo-Georgian, neo-Charleston, neo - Orleansean electric buildings. Mass produced, catalognumbered wrought ironwork, wood columns and Georgian doors are superimposed and applied upon houses and buildings as a kind of costume that one might wear to a fancy dress ball."

Based on this allegation alone of one section of America, an interesting question is posed. Suppose an architect conceived a new and original idea and proudly put on his plans and specifications "© All Rights Reserved," and had his idea copyrighted. It is an opinion that he would have a cause of action against another architect who stealthily stole his ideas and plans.

In England the present Copyright Act⁴⁰ provides:

(1) In this Act "artistic work" means a work of any of the following descriptions, that is to say,

- (a) the following, irrespective of artistic quality, namely paintings, sculptures, drawings, engravings and photographs:
- (b) works of architecture, being either buildings or models for buildings:
- (c) works of artistic craftsmanship, not falling within either of the preceding paragraphs.

Although this question has not been adjudicated on our side of the Atlantic, an American authority41 wrote:

"While it may be doubted if a work of architecture may be copyrighted, after completion, under the United States Act, no good reason seems to exist, under this section, why adequate protection may not be obtained by architects, if they copyright their models or designs. This right-completing, executing, and finishing-is supplementary, or correlated as an antecedent right, to the general rights given by Section (a) of Section 1."

Not posing as a prophet to the architects, as Jonah was to Nineva, it is my considered conclusion that an architect will someday sue a brother architect for infringement of his copyrighted plans and specifications.42

In three general classes of cases and many miscellaneous cases, where common law negligence can be proved, a cause of action against an architect may be successful. History moves on and the pendulum swings past other cases, which are destined to become beacon lights for architects' liability in the future. Although we are not near the strict Babylonian justice of centuries ago, we have progressed very far from the early English rule of no liability of an architect.

This article is a reprint of that appearing in the April 1962 issue of the AMERICAN BAR ASSOCIATION JOURNAL, prepared by Gibson B. Witherspoon, attorney-at-law, Meridian, Mississippi.

^{31. 61} F. 2d 85 (8th Cir. 1932)

^{32.} See generally, Note, Architects' and Engineers' Third Party Negligence Liablility—the Fall of the House of Privity, 10 W. Res. L. Rev. 563, at 568 (September, 1959).

^{33.} Coombs v. Beede, 89 Me. 187, 36 Atl. 104 (1896).

^{34. 166} Mass. 279, 44 N.E. 217 (1896).

^{35.} Prosser, Torts, paras, 87-88 (2nd ed. 1955). 36. Edward Barron Estate Co. v. Woodruff Co., 163 Cal. 561, 126 Pac. 351 (1912).

^{37.} Capitol Hotel Co. v. Rittenberry, 41 S.W. (2d) 697 (1931).

^{38.} Edwards v. Hall, 293 Pa. 97, 141 Atl. 638

^{39.} Waugh, The South Builds: New Architecture in the Old South.

^{40.} Copyright Act of 1956, para. 35 (1). Also the standard British text. Copinger, Copyrights 209-215 (8th ed.) cites many cases of infringement.
41. Weil, American Copyright Law, page 83.
42. Certainly architectural drawings fall within Class I of the Copyright Law, this including drawings or plastic works of a scientific or technical character,

However, where they are other than working plans, they

However, where they are other than working plans, they may be essentially artistic in character, as pointed out by authorities, and would fall into Class G— works of art. Horace G. Ball in his publication, Law of COPNRIGHT AND LITERARY PROPERTY, observed:

It seems likely that the Copyright Act (when a case arises on this point) will be interpreted as limiting protection to architectural plans as distinct from architectural works.

Therefore, whereas the plans may be protected under Class I, the completed work is more difficult to protect under our present copyright laws. Apparently, architects should consider pursuing design patent protection for the design of a unique building construction.

Ohio School Board Association Convention Scheduled For November 13-15

One of the busiest spots at the 1961 annual convention of board members and administrators was the display of scale models and renderings of new school buildings. There is every reason to believe it will be equally popular at the 1962; the need for additional buildings and classrooms has not abated. The display of new and proposed buildings is annually presented for Ohio school officials by the Architects Society of Ohio and is part of a 200booth exhibit of school products and services.

The Trade Show is staged throughout the school officials' convention. Dates for the 1962 convention are November 13, 14 and 15 at Columbus Veterans Memorial Building.

Board members and their administrators are not novices at choosing school structures anymore, which probably explains in part their interest in seeing the work of many architects. There was a time when a board member might possibly be included in one building decision during his term of office. Today the odds are, he will be included in at least one; in fast growing districts, two or three.

The program announced for the 1962 convention reflects the board members concern with buildings and building needs. One of the ten discussion sessions scheduled for a fourtime presentation at the convention is entitled "Better Building and Facilities". The session will center around research on learning environment, giving board members some insight into the findings of noted educators and architects on design innovations in school buildings.

The Trade Show and architects display are staged in the exhibit hall of Veterans Memorial Auditorium site of all convention activities. Every conceivable school need is featured in the Trade Show with a heavy concentration of products used in construction and furnishing. The exhibit hall is open throughout the day-time hours of the convention with ample time alloted in the program for exhibit viewing.

COURT ACTIONS Youngstown Architects Enjoin Non-Licensee From Practice of Architecture

On 16 August 1960 the Youngstown Area Architects petitioned the Common Pleas Court of Mahoning County to prohibit Herbert A. Mincher of 3224 Oran Drive, Youngstown, Ohio, from the illegal practice of Architecture.

Mincher, who is not a licensed architect, had been designing and preparing plans and drawings for the construction of buildings, Judge Frank I. Battisti heard the evidence and granted an injunction prohibiting the defendant from further practice.

On 20 April 1962 the Youngstown Area Architects again cited Mincher into the Common Pleas Court for contempt of the original injunction and court ruling. He was represented by his attorney and pleaded guilty to contempt of court. Judge Forrest J. Cavalier sentenced Mincher to 30 days in jail, with a \$200 fine and court costs. all suspended, but with a stern warning that further violations would result in the possible execution of this sentence and whatever additional action the court deemed necessary to prevent the defendant from further contempt of the courts rulings.

Under Ohio Law, as in other States, no person other than a registered Architect may engage in or enter upon the practice of architecture; or in any way indicate or imply the qualifications of an Architect.

The Ohio Board of Examiners of Architects in Columbus defines the practice of Architecture, in part, as:

"The act of rendering or offering to render service to clients including any one or any combination of the following practices or professional services, such as advice, consultation, evaluation, planning, design, including aesthetic and structural design, or responsible supervision of construction wherein expert knowledge and skill are required in connection with the erection, enlargement or alteration of any building or buildings, or the equipment, or utilities thereof."

To be a registered Architect, one must pass a State Examination comparable to the bar examination for

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Ohio Well Represented At Dallas Convention

More than 26 Ohio architects participated in the activities at the 1962 AIA Convention in Dallas, May 7 through 11th, according to the Official Roster of Attendance published by the American Institute of Architects.

Those who attended, listed by chapter, are as follows:

Cincinnati

Cellarius, Charles F. 613 Gas & Electric Bldg. Cincinnati 2, Ohio

Martin, George M. 2801 Country Club Place Cincinnati 8, Ohio

Schatz, George F. 3303 Jefferson Cincinnati 20, Ohio

Cleveland

Bonebrake, John C. 20812 Syndenham Road Shaker Heights 22, Ohio

Cain, Howard Bruce 614 Park Bldg. Public Square Cleveland 14, Ohio

Flynn, Edward A. 1740 East 12th Street Cleveland, Ohio

Hoag, Arthur H., Jr. 7016 Euclid Avenue Cleveland 3, Ohio

Lipaj, John F. 528 Terminal Tower Blda. Cleveland 13, Ohio

Mayfield, Leonard H. 517 Hanna Bldg. Cleveland 15, Ohio

Mellenbrook, Earl A. 365 Prospect Road Berea, Ohio

Priestley, Wm. T. Western Reserve University Cleveland, Ohio

Riddle, W. D. G. E. Lighting Insti. Nela Park Cleveland 12, Ohio

Wefel, Walther, J., Jr. 3717 Lee Road Shaker Heights 20, Ohio

White, George M. Finance Bldg. Cleveland 15, Ohio

Columbus

Eiselt, Richard Henry 332 S. Cassidy Avenue Columbus, Ohio

Hobbs, Frederick H., Jr. 582 Oak Street Columbus 8, Ohio

Whitaker, Elliot L. Brown Hall 190 West 17th Avenue Columbus 10, Ohio

Eastern Ohio Damon, H. Walter 215 Lincoln Avenue Youngstown 3, Ohio

D'Orazio, P. Arthur 1005 Belmont Avenue Youngstown 5, Ohio

Dykes, E. W. 125 Valleyview NW Canton 8. Ohio

Marr, Charles J. 138 Ray Avenue, NW New Philadelphia, Ohio

Morbito, Joseph F. 130 Overlook Drive Kent, Ohio

Roberts, Stewart A. 1088 Woodward Avenue Akron 10, Ohio

Sidells, Arthur F. 345 Fairway Drive Warren, Ohio

Toledo Britsch, C. C. 2446 Sylvania Ave. Toledo 13, Ohio

Richards, John N. 1600 Madison Avenue Toledo, Ohio

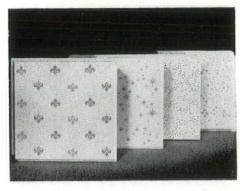
Bronze Tablet Designs Offered by Meierjohan-Wengler

Nearly 50 illustrations of new designs of Tablets, Memorials, Sculptured Plaques, Honor Rolls and Architectural Letters are displayed in a new folder by Meierjohan-Wengler, Producers of Fine Bronze Work for over 40 Years.

Included in this folder are new ideas custom-fabricated, hand-finished Bronze, Aluminum or Nickel Silver Plaques, Tablets and Memorials, suitable for Schools, Churches, Memorial Halls, Institutions and other non-residential buildings.

Your copy of this new supplement to Folder "W", if not in your file, can be obtained without charge by writing to Meierjohan-Wengler, Metalcraftsmen, 1102 West 9th Street, Cincinnati 3, Ohio.

ARMSTRONG ADDS NEW DESIGNS



Four new additions to the Armstrong Cork Company's line of acoustical and Decorator ceiling materials have been announced. They are (l. to r.) Cavalier, Candlelight, Classic Fashiontone and Sunspray. Cavalier - an attractive fleur de lis pattern in pastel blue and gray, and Candlelight a random star pattern in three shades of green, are both designed for use in modern or traditional interiors where sound absorption is not required.

Classic Fashiontone is an incombustible mineral acoustical tile in the popular Classic perforated pattern, combining elegant appearance with versatility and ease of installation. Sunspray — in the Company's Centennial Cushiontone line — features combination of perforations and printed floral design in yellow, beige and fresh orange, for unusual decorative effect, as well as sound conditioning.

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Dayton
and
Montgomery County
Public Library

Pretzinger & Pretzinger, Architects

After six additions resulting in eleven different levels on three main floors, the Dayton and Montgomery County Public Library, built originally in 1888, has been replaced. The site of the old building, now being razed, will be incorporated into Cooper Park.

The new building, built on the corner for ease of access, fronts on East Third Street at St. Clair Street, two blocks from Dayton's main intersection.

Sufficient ground for the building, service entrance and drive-in window, and garden area to be used for future expansion, was donated by the City of Dayton.

The building is of reinforced concrete, two stories above ground and two stories below. It is 220 feet long and 148 feet deep. The exterior is of brick, limestone, red granite and glass. The glass is used in large quantity to provide an inviting view of the main floor interior. The main entrance opens directly off the sidewalk in order to be easily accessible to the elderly and handicapped.

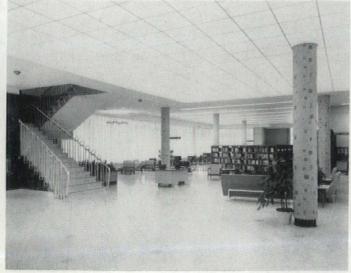
In order to minimize the confusion which numerous subject divisions cause the public, the adult collection is divided into three subject divisions — Social Science, Literature and Fine Arts, and Industry and Science. Also available are the children's room, the young adult area and a browsing library.

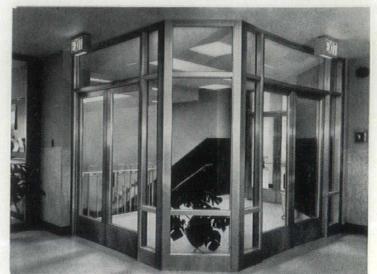
On entering the library lobby the patron finds the circulation desk to the right and the ornamental stair to the second floor on his left. Directly ahead is the card catalog section with an information librarian to serve and direct him. Opening off the left of the lobby is the browsing library including the young adult section. Adjoining it, but separated by book shelves, is the Social Science Division. As an integral part of this division, "The Dayton Collection" is located in the northwest corner of the reading room. It includes historical data pertaining to the Dayton and Montgomery County area.

To the right of the card catalog is the Literature and Fine Arts Division. It includes the record collection and individual players with earphones.

To the east of Literature and Fine Arts is an outdoor reading area enclosed by a serpentine wall. It includes

Main lobby of the new Dayton and Montgomery County Public Library. First floor houses the card catalog and information librarian as well as the Social Sciences, Literature and Fine Arts collections. (Lower left) The four floors of the library are connected by ornamental stairways. (Lower right)





JULY, 1962

two pools with a fountain and spillway, several walk-connected paved areas with suitable furniture groupings, grass and plantings. A small staff parking and receiving area is separated from the garden by a redwood screen fence.

The second floor, with access from elevators or stairs, contains the Children's Room with a story room, the Industry and Science Division, Film Collection and Auditorium seating 120 people and available as an art gallery, a meeting room for 40 people and a small kitchen.

The remaining space houses the administrative offices, technical processes, workrooms and a staff area seating 32 at tables and 12 in the lounge area.

Workrooms for each subject division are located adjacent to each division. Typing and microfilm reading rooms are also available to the public. Each subject division has open shelves to house all books less than ten years old, as well as standard older publications and the last ten years of frequently used periodicals.

The first level below ground contains the remainder of the book collection. Maintenance office and shops and supply rooms are included on this level. The lower level contains stacks for future book collections, storage rooms and the mechanical equipment room.

The capacity of the open shelves in the reading areas is 150,000 volumes. 600,000 volumes can be housed in the closed collection of the lower levels.

Tying the services together are four stairways, two public elevators, a service elevator and a stack elevator between the circulation workroom and the two stack levels. Book lifts and a pneumatic tube system connect each division to the basement stacks. An automatic telephone system further aids communication within the building and to most of the branches. The telephone operator controls the public address and recorded music system sent to all parts of the building.

The furnishings and equipment bring color to all parts of the building. The floors of all public areas, except the terrazzo of the lobby and stairhalls, are covered in pure vinyl tile of eggshell with specks of brown. On the light floor are medium blue book shelves. The furniture in the reading areas is wood with a fruitwood finish. The chairs are upholstered in brightly colored fabrics and plastics. Each subject division has a carpeted area with lounge furniture groupings. Because of the variety of color used in the furnishings, the walls and draperies are rather neutral in color.

A public utility furnishes steam to the building. The steam is converted to hot water which is piped to three air handling units. In summer water from a 65-foot well is pumped through a chiller to these units. All the air is electronically filtered and the humidity is controlled. Hot water fintube radiation furnishes auxiliary heat to large window areas.

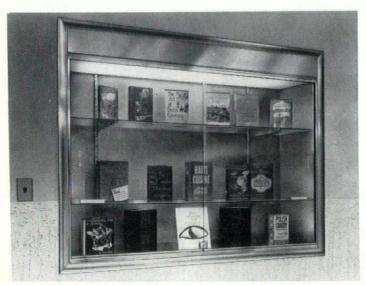
To keep clutter from the ceilings, only fluorescent fixtures are visible. These fixtures supply the conditioned air to all parts of the building. The sound system is concealed above the ceiling.

The overall impact of a much needed and long delayed modern library building, well staffed and well equipped, can be measured by the noticeable increase in circulation since its opening in March of 1962.

Consultants for the project were Schweiger, Heapy and Associates, Mechanical Engineers; Edna E. Voigt, Library Bureau, Remington-Rand, interior layout and decoration; and S. D. Zehrung, landscape architect.

Statistics:

126,700 square feet \$2,161,134.00 complete building



Decorative cases throughout the building display informational and educational materials.



The furniture in the reading areas is wood with a fruitwood finish. Chairs are upholstered in brightly colored fabrics and plastics. To keep clutter from the ceilings, only fluorescent fixtures are visible. Decorative cases throughout the building display informational and educational materials.

RAMCO art metal for dayton and montgomery county

Among the many pleasing features of this building, are the impressive window walls in frame-like masonry settings. They are an example of RAMCO's ability to combine beauty and economy.

The architect created an unusual horizontal design motif, by simply using standard windows and standard RAMCO mullions. These were combined with RAMCO custom-built vertical fins in the window walls. The fins provide a series of vertical accents to interrupt the horizontal pattern at strategic intervals.

Window walls, and other art metal portions of the building, were largely factory fabricated and assembled. They were then erected at the library with only minimum job-site fitting expense.

Where lasting appearance, durability and fine workmanship are a necessity . . . depend on The Reliance Art Metal Company, to produce the job on time, to your specifications and at the right price!

Note: These vertical fins, included in RAMCO standard window walls, are now available as standard sections. Write for specifications.

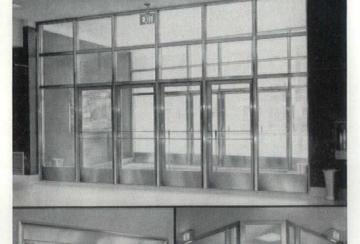


library .

THE PROPERTY OF THE PARTY OF TH

Pretzinger & Pretzinger Dayton, Ohio

Contractor: F. X. Minnigan Inc. Dayton, Ohio



AT the left are views of the stainless steel main entrance, an attractive stairwell enclosure, also a display case. The display case represents a RAMCO standard design selected from a wide range of styles available for bulletin boards, display or trophy cases. Write for bulletin A1A File No. 35-N3 and select a design for your next job.

RAMCO products include Kleer-Vu Doors, Entrances, Windows, Door Hardware, Canopies, Fascias, Soffits, Coping, Tablets, Plaques, Lettering, Bank Fixtures, Grilles, Railings, Bulletin Boards, Display and Trophy Cases.

Fabricated Designs in stainless steel, steel, aluminum and bronze

THE RELIANCE ART METAL CO.

1962 ASO CONVENTION NEWS

ATTENTION

ASO Members

Captain Orville Bauer has signed-on a crew of more than 75 top Ohio architects for the September 7, 8 and 9th ASO "Cruise Convention" aboard the S.S. North American. A capacity crew of 150 architects and their wives should be reached far in advance of the scheduled voyage.

The S.S. North American offers all the conveniences of a large metropolitan hotel. The large ballroom is ideal for general sessions and can easily accommodate ASO delegates and exhibitors. Smaller rooms are available for committee meetings and small gatherings. In addition to these meeting rooms, the ship houses a spacious dining room, cocktail lounge, fountain, barber shop and beauty salon.

While the business sessions are taking place, entertainment will be provided for the ladies. In addition to this entertainment, they will enjoy the deck games, sun bathing, and the big deck chairs where they may spend their leisure hours viewing the picturesque waterways.

The registration fee of \$75 covers the cost of all meals, social functions, stateroom accommodations, and the Annual Banquet at the Grand Hotel on Mackinac Island. Don't miss this opportunity to participate in a most unusual convention. Send in your reservation NOW and have your name added to the following list of architects already signed-up.

1962 ASO CONVENTION RESERVATIONS - ARCHITECTS

Howard B. Cain Cleveland Orville H. Bauer Toledo Robert E. Stough Toledo Loren J. Staker Columbus John N. Richards Toledo Michael B. O'Shea Toledo Robert M. Lutz Toledo Joseph Tuchman Akron H. James Holroyd Columbus Ralph A. Goodenberger Canton Charles J. Marr New Philadelphia Gilbert Coddington Columbus George Marshall Martin Cincinnati Ronald A. Spahn Cleveland Gordon W. Canute Akron G. Robert Powers Genoa

John P. Macelwane Toledo Harold M. Goetz Middletown Thomas Gene Zaugg Mansfield Robert H. Myers Columbus George F. Roth, Jr. Cincinnati Paula Schatzman Holmes Ann Arbor, Michigan Frank E. Poseler Toledo Robert R. Edwards Marion James H. Burris Marion Joseph M. Lyle Cincinnati Robert N. Yoder Cleveland Richard Henry Eiselt Columbus George B. Mayer Cleveland Carl C. Britsch Toledo D. James Crawfis Mansfield Benjamin H. Dombar Cincinnati

Product Suppliers

Can you imagine a convention where every business meeting is fully attended — where there are no absentees — where delegates are always available for special meetings and discussions? The ASO 29th Annual Convention scheduled for September 7, 8 and 9 aboard the S. S. North America will be just that!

When the ship departs from Detroit on September 7, convention delegates and product suppliers will be free from distraction and will have the opportunity to become better acquainted in the relaxing atmosphere of a Great Lakes cruise.

The S.S. North American offers ideal facilities for product literature display. Sheltered and carpeted promenade completely encircles the ship, the large ballroom will accommodate all delegates with ease, and separate meeting rooms are available for special meetings and small gatherings.

The cost for this unique three-day convention is negligible. Company participation fee is \$300, plus \$75 for each company representative (limited to 4 persons per fee). This includes all meals, all social functions, stateroom accommodations and space for an educational display of product information.

You can bet that the maximum limit of 50 participating companies will be reached quickly—so why not return the registration form on the opposite page to assure your space reservation for this convention.

George F. Schatz Cincinnati Robert W. Lecklider Dayton P. Arthur D'Orazio Youngstown Charles E. Firestone II Canton Kenneth J. Breting Canton Roger F. Buzzard Barberton Walter A. Taylor Athens C. Melvin Frank Columbus Richard L. Tully Columbus William R. Bogart Cincinnati Byron Dalton Cleveland George E. McDonald Cincinnati Louis F. Karlsberger Columbus H. Lee Smith Toledo Richard R. Iven Cincinnati Stewart A. Roberts Akron

J. Robert Normand Toledo Joseph L. Weinberg Cleveland Richard M. Troy Toledo David Briggs Maxfield Oxford Robert E. Forsythe Canton John Lipai Cleveland Robert R. Reeves, Jr. Columbus Fayne F. Freshwater Columbus Nelson E. Thal Toledo Melvin Henry Mull Toledo Harry Ray Nay Wheeling, West Virginia Paul P. Brown Dayton Russell S. Potter Cincinnati Edgar D. Tyler Cincinnati Frederick H. Hobbs, Jr. Columbus

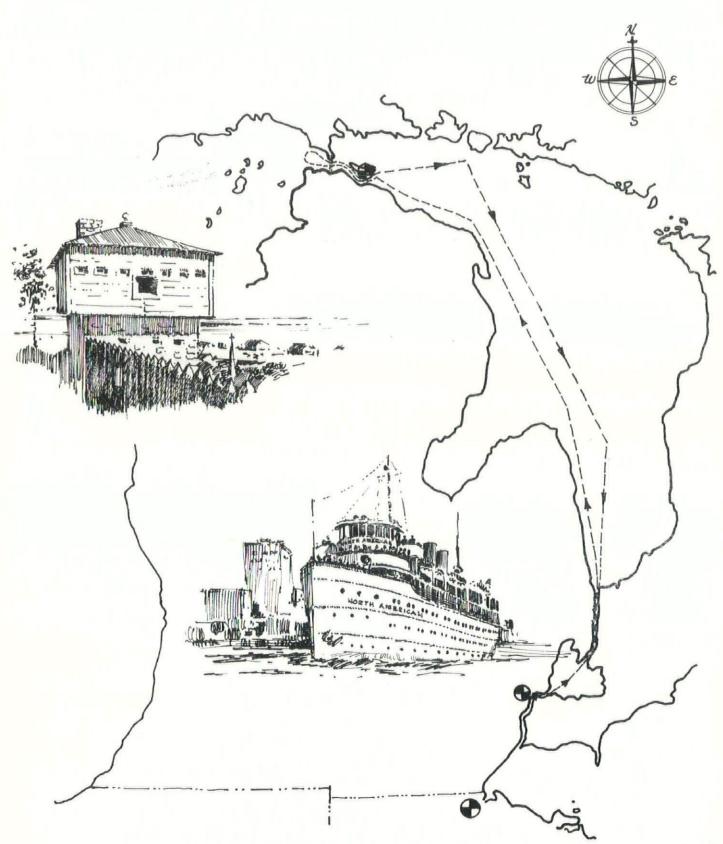
REGISTRATION FORM

29TH ANNUAL MEETING OF THE
ARCHITECTS SOCIETY OF OHIO
AND
OHIO REGIONAL CONFERENCE
OF THE
AMERICAN INSTITUTE OF ARCHITECTS

| Please register our company for participation in t | his "Cruise Convention" | |
|--|-----------------------------|-------------|
| COMPANY NAME | | |
| ATTENTION | | |
| ADDRESS | | |
| CITY | | |
| TELEPHONE | | |
| Participation Fee | | \$ 300.00 |
| Stateroom Accommodations - \$75 per person Limited to 4 persons per company. Each stateroom accommodates 2 persons | | \$ |
| | TOTAL COST | \$ |
| (Stateroom accommodations cost includes berth, n | neals and social functions) | |
| Print names and addresses of company representa | atives who will attend the | convention. |
| Name | Name | |
| Address | Address. | |
| City | City | |
| Phone | Phone | |
| | | |

Make checks payable to the Architects Society of Ohio and return with Registration Form to:

Architects Society of Ohio Attn: Clifford E. Sapp, Executive Director 5 East Long Street Columbus 15, Ohio (Telephone: 221-6887)



A S O ANNUAL MEETING SEPT. 7,8 & 9 \$75 covers everything! will you be going?