OHIO ARCHITECT

OFFICIAL PUBLICATION OF THE ARCHITECTS SOCIETY OF OHIO OF THE AMERICAN INSTITUTE OF ARCHITECTS, INC

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

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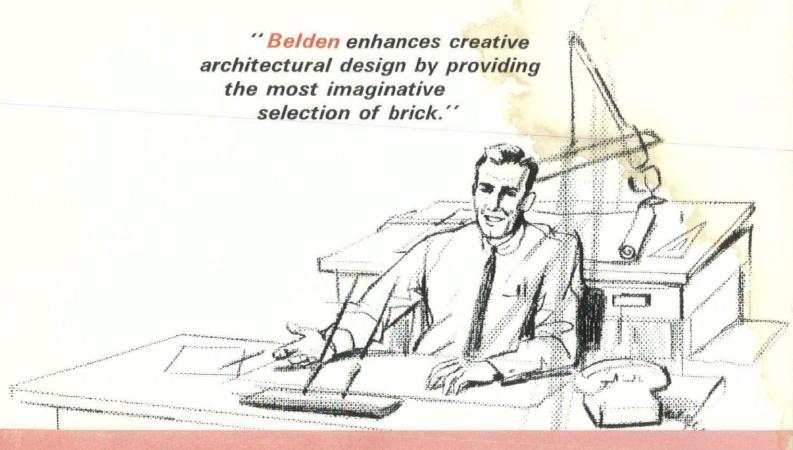
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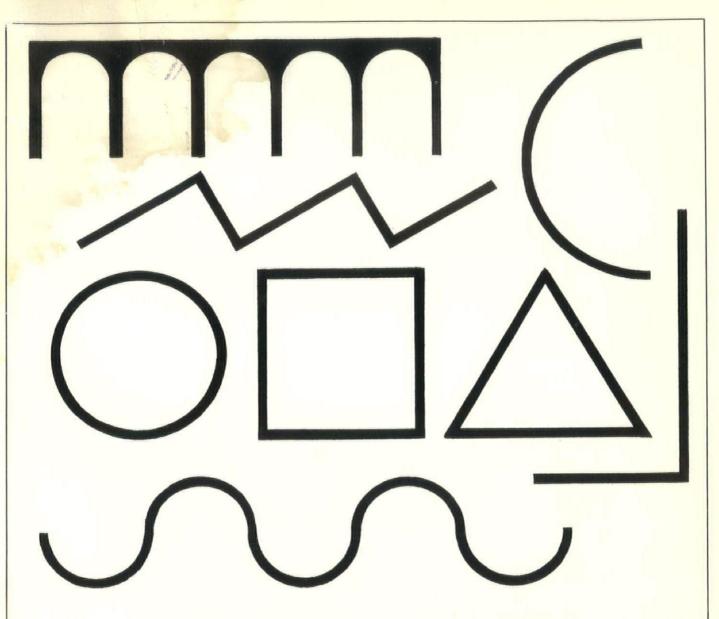
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THE EDUCATION OF THE ARCHITECT

The architect should be equipped with knowledge of many branches of study and varied kinds of learning, for it is by his judgement that all work done by the other arts is put to test. . . .

Let him be educated, skillful with the pencil, instructed in geometry, know much history, have followed the philosophers with attention, understand music, have some knowledge of medicine, know the opinions of the jurists, and be acquainted with astronomy and the theory of the heavens. . . .

Consequently, since this study is so vast in extent, embellished and enriched as it is with many different kinds of learning, I think that men have no right to profess themselves architects hastily, without having climbed from boyhood the steps of these studies and thus, nursed by the knowledge of many arts and sciences, having reached the holy ground of architecture."

Vitruvius, first century B.C.

Does anyone want to add anything else?

Submitted by Kenneth J. Breting Eastern Ohio Chapter Guest Editor

EXCERPTS FROM A SPEECH GIVEN AT THE ANNUAL MEETING OF THE ARCHITECTS SOCIETY OF OHIO, OCTOBER 15, 1965, by MAURICE J. LEEN, JR., COUNSEL FOR THE SOCIETY, and PARTNER OF THE DAYTON LAW FIRM OF PICKREL, SCHAEFFER & EBELING.

Originally, there could be no recovery against a person for a negligent act or faulty product, unless there was privity of contract between the person damaged and the party or firm at fault. Thus, originally the manufacturer of an automobile which failed because of a faulty part and caused injury could not be sued by the injured party unless he bought his automobile directly from the manufacturer, which almost never occurred. Normally, the contractual arrangement for distribution of automobiles was between the manufacturer and the franchise dealer, who was not the agent of the manufacturer.

The dealer then in turn had a contract with the ultimate purchaser when the sale was consummated. Thus, under the rule of law then in effect, the injured person was required to sue the dealer on his contract with the dealer, and the dealer would then have a cause of action against the manufacturer to seek reimbursement for what he was required to pay to the claimant because of the faulty automobile.

However, this was all changed beginning with the New York Court of Appeals case of McPherson vs Buick which, way back in 1916, held that privity of contract was not required, but that the injured party could sue the Buick Motor Company directly for injuries sustained as a result of a defective product, a wheel in this case. Thus, this court in effect held that the injured person was not required to sue on the contract, but could sue in tort (negligence) on the basis that the manufacturer was held obligated to foresee the injury to the ultimate purchaser if proper care was not used in the manufacture, and therefore, the Buick Motor Company was directly liable to the injured party.

Apparently, Ohio has adopted the view of requiring no privity of contract. One of the cases so holding is Furham vs Warner Elevator Co. In this case the Supreme Court of Ohio stated: "When one undertakes by contract to perform a certain service and is chargeable with the duty of performing the work in a reasonably proper and efficient manner, and an injury occurs to a blameless person, the injured person has a right of action directly against the offending contractor which is not based on any contractual obligation but rather on the failure of the contractor to exercise due care, in the performance of his assumed obligations".

It should be kept in mind that the professional person is in a peculiar position in reference to his liability to a third person. The licensing statutes for architects and other professionals in the State of Ohio are not primarily designed or intended to protect the architect and his work from inroads by persons not licensed to practice architecture. This is a part of the licensing statute, but the fundamental purpose and intent behind this statute is to protect the public; to guard the public's health, safety and welfare. There-

fore, if someone is injured the professional is a prime target, especially if he is enjoying apparent success. Juries are inclined to put the blame on the expert, and conclude the building just wasn't right.

To be licensed as a professional is a privilege, and with that privilege comes certain responsibilities in reference to the degree of care and skill the professional must use, which is not present in claims against all other classes of persons in our society.

Until the time your State Society was instrumental in obtaining passage of a statute of limitations on claims against architects and others, a claims for personal injury could be lodged against any architect by all types of claimants within two years after the injury occurred. This, of course, could be many years after an architect had completed his contract and turned the property over to the owner.

Under this rule there was really no cutoff of potential responsibility to anyone while the structure remained in existence. It is well recognized that sound public policy justifies a statute of limitations because of the difficulty of preserving evidence, frailty of memory and death of witnesses. Our present statute of limitations, passed through the efforts of the Architects Society of Ohio, and which was effective in September of 1963, provides a cutoff of all claims which arise within the State of Ohio more than ten (10) years after the performance or furnishing of services of the architect. However, please keep in mind that the Ohio statute of limitations has no application for work performed in another State. Such State may or may not have a statute of limitations — it may or may not be for ten (10) years.

I can see some questions of fact which may arise in reference to when these services ended - much in the same manner as arise in reference to the running of the sixty (60) day limitation for the filing of mechanics liens. However, I feel it would be safe to say the architect's services continue until all work has been performed properly by all the contractors and subcontractors. Thus, the ten year period would not commence to run until after replacements or reworking has been completed. I feel that even the issuance of a Final Certificate of Payment would not always start the ten year period to run, if a contractor was called back by the architect to perform some service not properly performed, or make a replacement of any part of the building. On the other hand, actual repairs to the building, as distinguished from reworking or replacement, would not prolong the period, even though they accurred in proximity to the completion date of the new building.

However, there is another way that you could be held responsible beyond the ten year period, and that would



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be on the basis of your contract with the owner. The statute of limitations on a written contract is fifteen (15) years in Ohio, and thus, if the user of a building sues the owner rather than you, and the owner is required to pay a claim, he could file a suit against you, during the fifteen year period following the completion based on the contract, seeking reimbursement.

Record keeping is a big problem for all of us and the sheer bulk of the plans, specifications and contracts prepared and used by an architect makes his problem even more acute. However, I recommend very strongly that all plans, specifications and contracts used in your profession be retained for a minimum of fifteen years after completion of the job.

The architect's liability to the owner can be governed by the terms of the agreement with him. Likewise, the agreement between the owner and the contractors who perform the work can provide protection or indemnification to both architect and owner from claims by construction workers arising during construction, but there is no practical way to protect yourself from claims of occasional users of the structure, if negligence can be established arising out of your professional services.

Examine your contracts and practices—do you protect yourself to the extent possible.

For example, the AIA standard form of agreement with the owner does a good job of protecting the architect, during the construction phase of the project, from unreasonable claims of the owner by limiting the degree of supervision required, and your responsibility to the owner for failure of the contractor to carry out the work in accordance with the plans. I think the present language goes about as far as legally possible to protect the architect in this regard, because you, as architects, cannot consider the supervision phase of your work within the practice of architecture, as I know you do, and then have a contract which, by its terms, legally and completely relieves you of all responsibility to perform a professional job in this regard. This limitation would be applicable to the contract in all respects.

So, even with the protection afforded under paragraph C 4 of the AIA standard form of contract with the owner, in an action by the owner, it could reasonably be claimed that you failed to meet the test of care required in your professional capacity during the supervisory phase of construction. In this event however, in a claim by the owner, the test of care and skill to determine if negilgence occurred, would be applied with the contract limitations being taken into consideration, as long as they are reasonable and not void on the basis of being against public policy.

What does the law require of you when the claims of the remote users of the buildings are involved—or the claims of the owner when not covered by contract language—what constitutes actionable negligence entitling them to recover damages against you? In the first instance, the law does not require you to be perfect or free from error or mistakes. The law recognizes that even highly skilled and trained professionals are only human. But, the law does require the

architect to use the skill and diligence which is ordinarily exercised by architects. Thus, in the preparation of plans and drawings, and during the supervision of a project, an architect owes to the person employing him and to remote users of the premises, the duty to exercise his skill and ability, his judgment and taste reasonably and without neglect. His efficiency in this respect being tested by the rule of ordinary and reasonable care and skill usually exercised by one in that profession.

An architect, after being licensed and having proven his ability by examination and that he has the education and skill needed to meet the requirements of a licensing statute, and who thereafter holds himself out as an architect, and undertakes to practice his profession, impliedly represents that he possesses, and his clients are warranted in relying on the fact that he possesses, that degree of learning and skill ordinarily possessed by architects of good standing practicing in the same locality.

The architect's undertaking, however, in the absence of a special agreement, does not imply or guarantee a perfect plan or satisfactory result, but he is liable only for failure to exercise reasonable care and skill.

He does not give an implied warranty that his plans and specifications will meet all conditions and tests. The subsequent use of the structure may eventually show a mistake or defect, although he may have exercised the reasonable skill required and have met the standard of care required as indicated above.

The application of the above described tests will de-

termine if the architect has been guilty of negligence, but this is not enough to establish liability. As in all negligence cases, after the negligence of the architect is established, the plaintiff must prove that his negligence was the proximate cause of the failure, loss or injury.

Thus, both negligence and proximate cause must be present for any claimant to be successful against the architect. However, the negligence of the architect need not be the sole cause of the injury. There could be more than one cause—such as concurrent negligence of the architect and the contractor. If the negligence of both contributed so as to result in the defeat or failure, then both could be liable. Since comparative negligence is not applicable in Ohio, minor negligence of the architect and major negligence of the contractor would not relieve the architect of liability, if in fact his negligence, though minor, actually contributed to the injury.

However, assuming the architect was negligent, he will not be held responsible if the injuries complained of can be traced directly to the negligence of some other person and not that of the architect. Here we have an intervening or independent cause. In this event, the intervening act becomes the proximate cause and since the architect's negligence did not proximately contribute to the injury, he would not be responsible.

The architect's responsibility to claimants with whom the architect has no contractual relationship is tempered in no way by the provisions of the contract with the owner. Whether negligence of the architect occurred during the

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Glenn D. Phillips & Associates Structural Engineers Registered In Ohio & Illinois 24½ North South Street Box 481, Phone 382-3179 Wilmington, Ohio design or supervision phase of the construction will be determined by application of the general common law rules previously indicated, and not by the interpretation of provisions of a contract to which the claimant is not a party.

As previously stated, although the provisions of the contract with the owner cannot limit the architect's responsibility to users of the building, I feel that the standard provisions of the AIA contracts could be used as evidence to establish the standard of care and skill usually exercised by architects.

For example, I would refer again to paragraph 4 C of the AIA agreement with the owner pertaining to supervision. Now, everyone knows an architect or his representative can't be everyplace on a project at the same time, and be constantly watching each worker or phase of the construction as it progresses. So, a reasonable and customary rule would have to be applied in reference to the usual degree of care and skill required of an architect while supervising the construction.

Now, if it could be established that most architects use this AIA contract and, during the supervision of the project, customarily are guided by that contract provision, and customarily and usually act accordingly, this then becomes the test to be used, not because it is in the owner's contract with the architect, but because this in the ordinary and reasonable care and skill usually exercised by architects during the supervision phase of the project.

You are responsible for the mistakes of your salaried employees who assist in the preparation of the plans and specs—or participate in the supervision of construction.

This problem magnifies in direct proportion to the size of your organization.

If you operate as a partnership with one or more architects, and you have nothing whatsoever to do with a certain project—let's assume it is handled entirely by your partner—a judgment may be rendered against both of you, and the judgment creditor may proceed against your personal assets and the partnership assets in full satisfaction of his judgment. This is based on the general partnership rule in Ohio that each partner is responsible for the acts of his partner during the course of the partnership business.

How many of you are acquainted with the provisions of Revised Code Section 4107.37 pertaining to work on the many public buildings which are listed in Revised Code Section 4107.31, such as schools, theaters, churches, hospitals, etc.? It provides that an architect shall not alter approved plans for the listed public buildings, or fail to construct or alter a building in accordance with such approved plan, without the consent of the department that approved them, which would either be the City Inspecton Department or the Department of Industrial Relations of Ohio, or by a court order.

A case decided in Monroe County, Ohio in 1963 held that where plans for alterations to a school called for a lunchroom in the basement, changing the plans to locate it on the first floor would be a violation of that statute. (Probably did so at the urging of the School Board). This same court held failing to **complete the work** on such a building would be a violation of 4107.37.

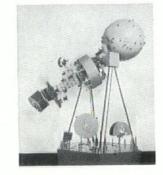


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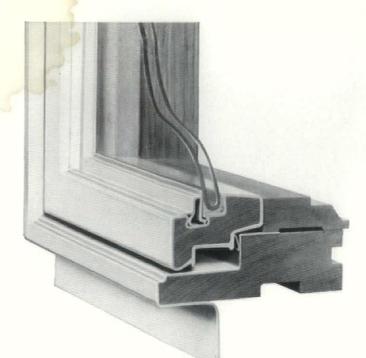


FUTURE O.A. ARTICLE ON PERSONNEL POLICY

The Ohio Architect is pleased to announce that it will feature in the next issue, March-April, excerpts from a speech presented to the ASO annual meeting at Atwood Lake Lodge in October, 1965, by Robert Piper, AIA Administrator, Professional Services, on the subject, Personnel Policy.

This series of articles for the profession is being published by your publications committee and OA staff in its program to provide OA readers diverse reading material.





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YORKSHIRE VILLAGE CONDOMINIUM

Community living similar to that of the luxury apartment dweller but with the feeling of definite ownership and privacy. The Yorkshire Suburban Town Houses solve this basic need.

The site for this community is the bank of a stream near the intersection of Noe-Bixby Road and Livingston Avenue in Eastern Columbus, Ohio.

Basic criteria of the developer, Ernest G. Fritche Inc., was to develop a number of homes with the pleasant, intimate atmosphere of a colonial village. Adequate space and privacy was imperative. These living units were to be built to provide a salable home in the low twenty thousands of dollars. This task provided a challenge to the Architects, Ted H. Prindle and Associates, Columbus, Ohio.

The problems and requirements for a condominium become more acute than those of rental units. Particular attention must be given to sound control and privacy. The individual units as well as the total complex must be designed to accommodate several different families, all of which have different ideas and requirements. These families will own a portion of a single building structure within an intimate grouping. Research does indicate however, that this type complex attracts those having a similar concept toward closely knit community spirit. Age grouping varies from the young married to the retired. Such an undertaking must meet individual requirements, yet maintain aesthetic continuity and provide an accumulation of equity for each owner.

The total Yorkshire Village complex is being developed in two (2) stages with the first phase of twenty six (26) units nearly completed.

The first problem to be approached was that of the individual units. The concept being that people prefer either the feeling of spaciousness or that of separate rooms for each living activity. Thus, the architect developed eight different unit types. Units range from a two (2) bedroom townhouse type, to a single level two (2) bedroom type. Privacy at the entrance of each unit with a convenient guest closet is essential as well as separated dining areas, whether an alcove or room. All units include a basement, covered parking area and private patio or terrace.

Large closets, luxurious kitchens and baths appeal to the owner. The warmth and cozy atmosphere of a fireplace enhances the colonial design motif of several homes. Of course, the most attractive feature of Yorkshire, as in most condominiums, is freedom from exterior maintenance and yardwork.

As one gains entry into the village, passing under the

living units spanning the entrance, he will find the dwelling units in Yorkshire are grouped into three (3) buildings surrounding an internal access corridor. These structures are situated to provide the intimate warmth of community living as well as blend into the terrain. A pleasant atmosphere is accomplished by the use of soft, warm brick texture accented with wood trim.

Effort was given toward some identification of the individual units as well as unification of each building as a whole. This was accomplished by using similar compimentary materials throughout. The various design elements are again blended by complimentary trim and colors to create homogenous environment.

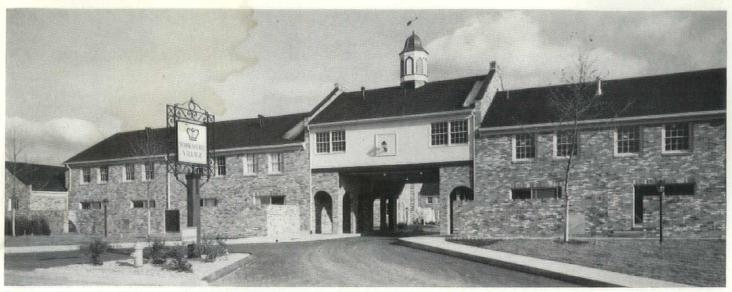
Single level, almost completely separate dwelling units are integrated with two story town house units to provide variation in massing. Consequently the facade maintains continuity and similarity throughout the Village without being monotonous.

Serious consideration was given to the use of drive-through units. The question of salability of a living unit one story in the air, with automobile traffic passing underneath was a cause of some speculation. A rental unit of this nature could be justified in many ways. However, to plan such a unit to be sold as a home brought much doubt to the developer and the architect.

It was felt that the entrance into the Village should be a restricted space opening into the community complex itself. By spanning the entrance with a living unit, such a restricted space could be accomplished and at the same time create a massing of units appropriate for this type complex.

The drive through unit does enclose the community providing the internal aesthetic atmosphere intended. To provide a salable unit, however, some practical problems were to be solved. Traffic beneath would be slow but still noisy. Particular consideration was given to insulate the floor against sound and temperature. No other amenities beyond those provided in all other units were given. The result the two (2) drive-through units of the first stage were among the first to be put under contract.

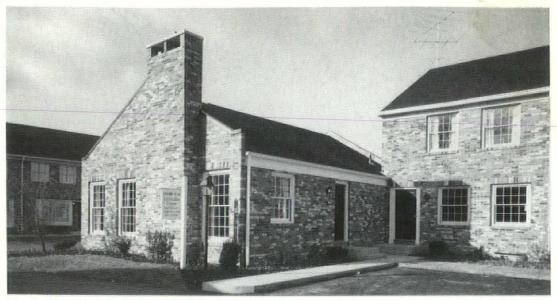
Each living unit begins to take on a slightly different appearance as it becomes occupied. With all the planning and attempt to create identification and continuity the separate homes become alive with each owner. Continuity and unification are definitely maintained, but, individual touches of drapery, a flower, or a door knocker bring personality to this small internal Village. The end result is a most pleasant family.



Entrance from Noe-Bixby Road.

Two Bedroom Townhouse.





Single level two bedroom Unit

Townhouse Kitchen

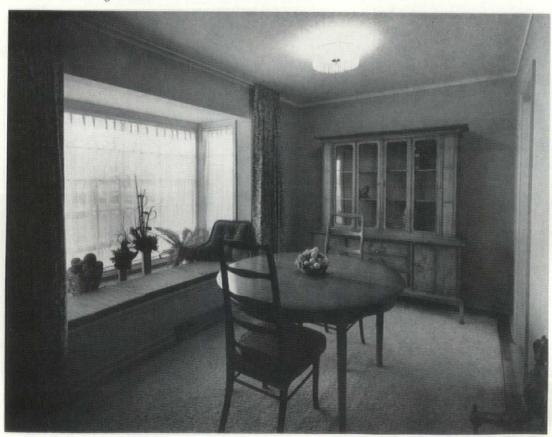


OHIO ARCHITECT



Townhouse Living Room

Townhouse Dining Room

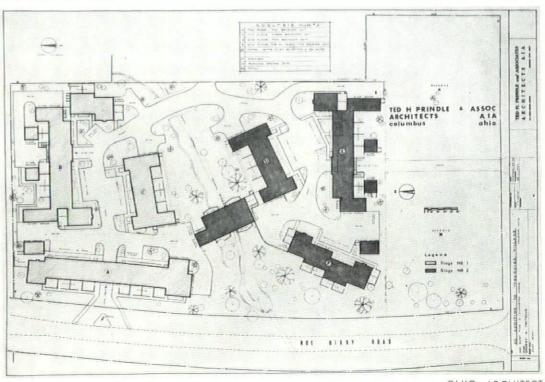


JANUARY-FEBRUARY, 1966



Typical Patio

Yorkshire Site Plan



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LEGISLATIVE REPORT

HANDICAPPED PERSONS ACCESS AND USE OF PUBLIC BUILDINGS — A NEW BUILDING LAW

Senate Bill 124

Sec. 3781.111. In addition to the powers conferred by any other section of the Revised Code, the board of building standards shall adopt standards, rules and regulations, to facilitate the reasonable access and use by all handicapped persons of all public buildings and the facilities thereof for which plans are submitted for approval under section 3791.04 of the Revised Code after January 1, 1967.

Such regulations may provide for exemptions of buildings where the cost of compliance would be substantially disproportionate to the total cost and anticipated use of the structure or where the nature of the structure is such that stairs or steps are the only feasible method of entering and for other good and sufficient reasons.

Lodging facilities shall be deemed to be in compliance with such regulations if ten per cent of the units are accessible in accordance with such regulations. Such regulations shall not apply to buildings which are to be remodeled.

The owner of a public building affected by an order enforcing this section, or any rule or regulation adopted pursuant to this section, may appeal to the board of building appeals and the final order issued by the board of building appeals pursuant to such hearing may be appealed to the director of public works, who may reverse or modify such order if he finds: (1) that the order is contrary to a fair interpretation or application of this section or any rule or regulation made thereunder, or (2) that a variance from the provisions of this section or any rule or regulation made thereunder, in specific case, will not be contrary to the public interest, and a literal enforcement of such provisions will result in unnecessary hardship.

As used in this section:

(A) "Public building" means any building owned by the state or any political subdivision thereof which is open to and used by the public.

(B) "Handicapped person" means any person subject to a physiological defect or deficiency regardless of its cause, nature or extent, and shall include all such persons whether ambulatory or confined to a wheelchair and shall include children and adults.

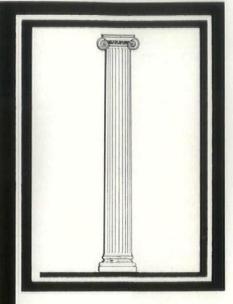
(C) "Facilities" includes, but is not limited to toilets, toilet rooms, dining areas or dining rooms, drinking fountains, public phone booths, lodging rooms, or quarters for transient guests.

Prevailing Wage Law on Public Works Changed

We are recapping here some of the recent Legislation pertaining to the Prevailing Wage Law which became effective on November 3, 1965.

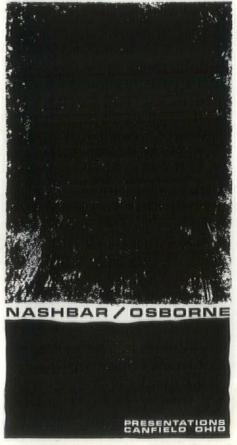
Some of the Changes which have occurred are:

- 1. The minimum cost of project requiring prevailing wages is now \$2,000. This is increased from \$300.00.
- 2. Prevailing wages now include certain bona fide fringe benefits as defined by Chapter 4115, Ohio Revised Code, and as certified by the Department of Industrial Relations.
- 3. The new law requires that the public authority authorized to represent a public improvement by contract, or its agent, such as a consulting engineer, shall file a copy of the bidding blank with the Department of Industrial Relations, Division of Factory & Building Inspection, before a contract is awarded. The bidding blank shall contain a schedule of wage rates applicable to the project which has been previously certified by the Department of Industrial Relations.
- 4. Wage rates are required to be posted at the site of the construction.
- 5. The contract shall have a statement included in it containing a requirement for the contractor to pay prevailing wages. This need not be a separate affidavit but may be included to be signed as part of the contract.



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A.S.O. NEWS

Cleveland Chapter

The Cleveland Chapter of The American Institute of Architects announces the election of Robert A. Little, FAIA, as president.

Elected to Fellowship in The American Institute of Architects this past year and a previous vice president and active in Cleveland Chapter activities since 1946, Mr. Little has been associated in the architectural firm of Robert A. Little & George F. Dalton and Associates, 11900 Shaker Boulevard, since 1958, An active teacher and lecturer in architecture for 11 universities, the presidentelect received his B. Arch. degree cum laude from Harvard College. In 1965, either by firm or individually, the partnership was awarded the Architects Society of Ohio Award of Merit, Creative Fine Arts Award and The Cleveland Chamber of Commerce Bronze Award.

Completing the Chapter's slate of officers and directors are architects: Howard B. Cain, vice president; Bertil Lindblad, treasurer; and William H. Collins. secretary. Executive Committee directorships are served by Richard J. Fleischman, Keith E. White, and Fred S. Toguchi. Elected as Architects Society of Ohio directors are Wilbur S. Riddle, Nicholas Lesko and George M. White.

Eastern Ohio Chapter

Theodore J. Kapenekas, AIA, has been elected to serve the Eastern Ohio Chapter as President. Thomas B. Ross, AIA, will serve as Vice President, Gordon W. Canute, AIA, Secretary and Ralph A. Goodenberger, AIA, as Treasurer.

Ohio Valley Chapter

Ohio Valley Chapter reports they have re-elected their entire slate of 1965 officers. Earl C. Hayes, Jr., AIA, President, Richard G. Millman, AIA, Vice President, Chester D. Camden, AIA, Secretary and Robert H. Scott, AIA Treasurer.

Toledo Chapter

The Toledo Chapter, announced the election of Robert E. Martin, AIA, as President, Richard B. Valasek, AIA,

First Vice President, Harold R. Roe, AIA, Second Vice President, Joseph M. Angel, AIA, Secretary and Charles H. Stark, III, AIA, Treasurer.

Columbus Chapter

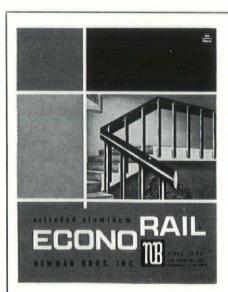
William Liebersbach, AIA will serve as the 1966 President of the Columbus Chapter, with Thomas G. Zaugg, AIA, Vice President, John P. Albert, Jr., AIA, Secretary, and W. Byron Ireland, AIA, Treasurer.

Cincinnati Chapter

Cincinnati Chapter reports that they have re-elected George F. Schatz, AlA, for his second term as the Chapter's President. Thomas Landise, AlA, will serve as Vice President, Roland Killian, AlA, Secretary, and John B. Gartner, Jr., AlA, Treasurer.

Dayton Chapter

Thomas Parker, AIA, has been reelected to a second term as President of the Dayton Chapter. Vice President, Richard Levin, AIA, Secretary, George Walter, AIA and Treasurer Verdin Moll, AIA.



The Big News For 1966

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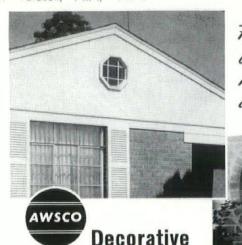
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White Named Architect For Cleveland Home and Flower Show

Keith E. White, architect, 3510 Lee Road, Cleveland, has been honored by his fellow members of Cleveland Chapter, American Institute of Architects, having been chosen by them as Architect for the 1966 Cleveland Home and Flower Show.



Announcement was made today by Richard E. Fleischman of Conrad and Fleischman, chairman of the AIA Show Committee, and Frank M.

Murphy, Managing Director of the Home and Flower Show. Fleischman, award winning architect, and designer of the Show's 1965 "Cluster Community", was assisted by Fred S. Toguchi; Edward J. Heine, of Heine, Crider and Williamson; Robert C. Gaede, Vispanou and Gaede; Joseph Ceruti, Joseph Ceruti-Febo and Associates; and Ralph Russell Peck, all of whom have done Show Exhibit Homes.

Mr. White will design two complete homes to be on display March 5th through 13th, 1966 for the twenty-third annual Cleveland Home and Flower Show at Public Hall. Theme of the Show will be "Spring Promenade".

A native of Norwalk, Ohio, White graduated from Western Reserve University with the degrees of Bachelor of Architecture and B. A. in Art History. He is a member of Omicron Delta Kappa and Phi Beta Kappa. His studies continued under the award of the Schweinfurth Scholarship from WRU, at Ecole des Beaux Arts, Fontainebleau, France, during the summer of 1959, in architecture and city planning. White's scholarship was augmented by a grant in that year from the Home and Flower Show to the University.

Mr. White said today "The Cleveland Home and Flower Show presents an exciting challenge to its architect. Working on a tight schedule of deadlines, he brings a concept to fruition in an extremely short space of time".

"Reflecting the highest standards of the American Institute of Architects, he has an unparalleled opportunity to demonstrate values and viewpoints that an architect brings to the design of a home. Free of the marketplace, so to speak, he is afforded an uncommonly wide range for the demonstration of new ideas."

In the seven year interim between European studies and the 1966 Home and Flower Show, Mr. White has been a partner in the architectural firm of Ruth, Huddle, White and Howe, for a two year period, opening his present office in November of 1964. A registered architect in the State of Ohio, his general practice includes all public,

institutional, commercial, industrial and residential building types.

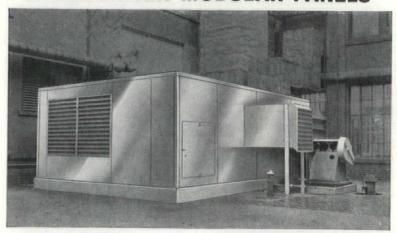
Currently a director of AIA, Mr. White also serves as Chairman of the Cleveland Chapter's Civic Design Committee, is a member of the Visiting Committee for Adelbert College, WRU, and the WRU Architecture Alumni Association. He served in the United States Air Force from 1951 to 1954.

It was at Fontainebleau that he met New Orleans' Leatrice Alonzo, now Mrs. White, an interior designer with Anne Fox and Associates, of Cleveland. The Whites make their home at 16819 Kenyon Road, Shaker Heights, with daughter Melissa, aged three months.

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Architect's Board Elects Officers

At its annual meeting held in Columbus January 18-19, 1966, the State Board of Examiners of Architects reelected Arthur F. Sidells, Warren, as its president. Sidells, who has been a member of the board since 1961 will be serving his second year as president.

Newly elected vice president is George F. Schatz of Cincinnati. Schatz is also presently serving as president of the Mid-Central Conference of the National Council of Architectural Registrations Board as well as president of The Cincinnati Chapter, American Institute of Architects.

Ronald A. Spahn, Cleveland and Horace M. Coy, Toledo, were elected secretary and assistant secretary, respectively. Ferd E. Freytag, Sidney, is the fifth member of the Board. Burt V. Stevens was reappointed executive secretary.

Landscape Architects Elect Officers

The newly formed Board of Landscape Architect Examiners met in Columbus on January 17, 1966, for its first annual meeting and elected its officers for the coming year. Kenneth J. McElroy, Columbus, will serve as president, and Ernest L. Dewald, Cleveland, as secretary. Third member of the board is James A. Labrenz, Columbus. Burt V. Stevens, Columbus, was appointed executive secretary.

At the same time, new Rules of the Board were adopted, following a public hearing.

The rules, covering examinations and application procedure for registration will become effective February 1, 1966. Applications for registration as land-scape architects in this state are available from the board office, 21 West Broad Street, Columbus, Ohio.

The Registration law was passed by the 106th General Assembly and provides for receipt of certificate without examination by any person submitting satisfactory evidence to the Board that he has been regularly engaged for not less than two years prior to November 11, 1965, in the practice of landscape architecture. Such request must be filed by November 11, 1966. Otherwise regis-

tration will be obtained by written examination, the first one scheduled for September of this year.

Ohio is the eighth state providing for registration of landscape architects.

Miami University Expands Graduate Program in City Design

The graduate school of Miami University in conjunction with the Department of Architecture announces a two year graduate program leading to the degree MASTER IN CITY DESIGN. The program is concerned with the planning and design of urban communities and building groups with emphasis on the aesthetic and three dimensional aspects. "PROBLEMS IN CITY DE-SIGN" consisting of a series of urban planning and design problems forms the core of the curriculum and is complemented by the following courses and seminars. The Twentieth Century City, Advanced Urban Geography, Governmental Aspects of City Planning, Urban Population and Ecology, Principles of Urban Sanitation and Transportation, Urban Planning and Design Research, Seminar in Local Planning Administration, Seminar in Urban Renewal.

Candidates must be graduates of a School of Architecture, Landscape Architecture, City Planning or Civil Engineering.

Enrollment is limited to twelve students per year. Applications should be made before March 1. Candidates will be notified of acceptance of April 1.

For application or further information write: Professor Rudolf Frankel, Department of Architecture, Miami University, Oxford, Ohio 45056

Western Reserve Announces Cable Construction Seminar

The department of Architecture of Western Reserve University has announced an all-afternoon seminar on Cable supported buildings to be held Wednesday, February 9, in the Allen Memorial Library on the University campus at Euclid Avenue and Adelbert Road, Cleveland, Ohio.

The main objective of the seminar will be to provide a truly worthwhile presentation on the technology of Column free buildings with cable supported roof systems.

No registration or admission fees are involved. The program will get underway at 1:00 p.m. For further information and registration contact W. T. Priestley, Chairman, Department of Architecture, Western Reserve University, Cleveland, Ohio.

ANNOUNCE FIRM CHANGE

The firm of Damon, Worley and Associates is pleased to announce the addition of two partners to the firm and the change of it's name to Damon-Worley-Cady-Kirk and Associates.

Both Bob Cady and Tom Kirk are no strangers to the business or the profession. Bob Cady has been with the firm since its inception in 1945 and advanced to the position of Associate and Chief Designer in the Cleveland Office. In his roll as partner he will remain in the Cleveland office. Tom Kirk, who has been a member of the firm for the past twelve years, advanced to the position of Associate and Chief Draftsman in the Youngstown Office. In his roll as partner he will remain in the Youngstown office.

OUR COVER

The cover on this issue of The OHIO ARCHITECT is the entry to our cover design competition last year submitted by Joseph Chance, fourth year student at Ohio University. The jury for this competition selected this submission for an Honor Award. This cover represents the third of five winners in the design competition.

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NEWS OF OUR ADVERTISERS

N.I.A.E. Announces Student Competitions

The National Institute For Architectural Education announces a special competition sponsored by Owens Corning Fiberglas Decorative & Home Furnishings Division entitled "An Experimental Elementary School".

First prize — \$800.00, second prize \$300.00, third prize — \$150.00 and twelve Merit Awards, each \$25.00.

To the school of the First Prize Winner, for their use for scholarship in any way they wish to award it — \$250.00.

All designs may be submitted for the national evaluation for prizes, The evaluation will take place about June, 1966.

The competition must be executed in any consecutive five weeks prior to May 1, 1966. All entries must be received by May 20, 1966.

The competition is open to all students in their 4th and 5th year design and to others who are under 30 years of age before midnight May 1, 1966.

ONLY ONE entry may be submitted by a single individual or group.

Program may be obtained on filing application and an entry fee of \$2.50. Application form will be mailed on request. If the entry is to be that of a team, all names must be filed.

The report and illustrations of the premiated designs will be published in the 1966 NIAE - YEARBOOK.

National Institute For Architectural Education also announces a special competition sponsored by Architectural Metals Products Division of the National Association of Architectural Metal Manufacturers co-sponsor Ohio Association of Architectural Metal Manufacturers. Through the facilities of the NIAE the sponsors will award prizes for the design of "A Memorial Lobby In A Public Library".

The competition is open to all students in junior, senior and graduate grades, and to all draftsmen under 30 years of age April 1, 1966.

An application must be accompanied by an entry fee of \$2.50. Application form may be obtained from the NIAE. The competition may be executed in any two (2) consecutive weeks **prior to April 1, 1966.** Programs will be mailed to arrive on the date indicated on the application.

All entries must be forwarded, fully prepaid, immediately on designated date of completion. (Shipping instructions are on the program.)

First prize - \$800.00; Second Prize - \$400.00; Third Prize - \$150.00. Eight merit awards of \$25.00 each. School of First Prize winner to receive \$500.00. One special regional prize \$500.00 offered by Ohio Association of Architectural Metal Manufacturers.

To the student from the Ohio School who places highest in competition \$150.00. To the Ohio school of the student who places highest in competition \$350.00. Announcement of the winners will be made at the Convention of the National Association of Architectural Metal Manufacturers in San Francisco, California on April 27, 1966. The report and illustrations of the premiated designs will be published in the 1966 NIAE YEARBOOK.

For further information and details write to NIAE — 115 East 40th Street, New York, New York, New York 10016.

1965 PRESTRESSED AWARDS ARE MADE

The Ohio Prestressed Concrete Association has announced winners in the sixth annual awards program.

F. W. Pressler & Associates, Cincinnati architects, won the 1965 prize for the best building design in Ohio using prestressed concrete.



The winning building was a multipurpose parking deck at the University of Cincinnati. The structure is 680 ft. by 125 ft. with two elevated decks. The two lower floors furnish parking spaces for 584 cars while the top deck has been made into a recreation area. The building is framed by giant prestressed tees that span between precast columns spaced at 20-ft. intervals.

Working with the Pressler firm on the project were Truman P. Young & Associates, Cincinnati, as structural engineers, and T. Y. Lin & Associates, Chicago, special consultants. Precast prestressed concrete was supplied by Price Brothers Co., Dayton. General contractor was Frank Messer & Sons, Inc., of Cincinnati.

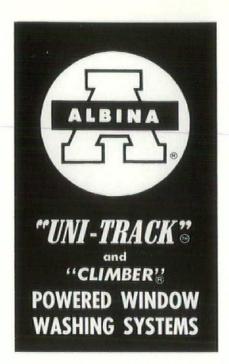
Musson Rubber Announces New Diamond Safety Tread

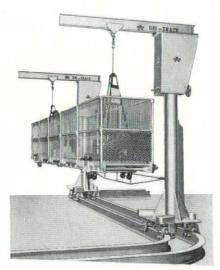
A new, molded rubber stair tread is being introduced by The R. C. Musson Rubber Co., to meet requirements of treads for pan-filled or molded concrete stairs. Designted as the Musson Diamond Design No. 625 Rubber Stair tread, it embodies one of the favorite basic Musson Safety designs on the tread surface.



Musson's new Diamond Safety Designed tread has an extra long nosing. The square nosed tread has a 5/32" radius under the nose and full 2" front nosing. The curved nose tread has a 5/8" underneath radius, with full 11/2" drop-down front nosing. The treads are 7/32" thick at wear and stress points, 121/2" deep and available in lengths of 36", 42", 48", 60" and 72". They are made of first quality, resilient molded rubber, in marbleized Red, Green, Gray, Mahogany, Beige, Walnut, Birch and Black.

Samples and full details of the Musson No. 625 tread can be obtained with a bulletin of specifications and prices by contacting The R. C. Musson Rubber Co., 1320 E. Archwood Ave., Akron, Ohio 44306.





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MSA Executive Director Joins Architectural Firm

James B. Hughes, AIA, has joined Smith, Hinchman and Gryllis Associates, Inc., in the position of assistant to the president, it was announced by Robert F. Hastings, president of the Detroit-based architectural, engineering and planning firm.

Mr. Hughes has served as Executive Director of the Michigan Architectural



Foundation, Michigan Society of Architects and Detroit Chapter AIA as well as serving as editor of the MSA Monthly Bulletin since 1962.

A native of Sligo, Pennsylvania, Mr.

Hughes received the degree of Bachelor of Architecture from Carnegie Institute of Technology in 1937. He came to Detroit in 1940 to join Albert Kahn Associates, and was associated with Saarinen, Swanson and Saarinen; Harley, Ellington & Day, Inc., C. L. T. Gabler & Associates, in private practice, and was chief architect for S. S. Kresge Company prior to his association with MSA and the Detroit Chapter AlA. In association with Earl W. Pellerin, FAIA, he served as architect for the Lawrence Institute of Technology buildings and campus and was a part time instructor at that institution for eight years.

Mr. Hughes became a registered architect in Pennsylvania in 1940, and is now reciprocally registered in 27 other states as well.

A member of the American Institute of Architects, Michigan Society of Architects and Detroit Chapter AIA he served as MSA Convention Chairman in 1956, MSA Director 1957-8, Chairman Detroit Chapter Centennial Exhibit in 1957 and is currently Chairman of the Membership Committee of the Detroit Chapter.

Mr. Hughes has attended several Architects Society of Ohio annual meetings during the years he served as Executive Director of the Michigan Society of Architects. He has many friends in the ASO and will be missed at these affairs.

American Society for Church Architecture Plans 1966 Conference

"Architecture, Religions and Relevance" has been adopted as the theme of the 1966 annual conference of the American Society for Church Architecture, Donald Sunshine, AIA, General Conference Chairman has announced.

Attendance at the session, scheduled for the Conrad Hilton Hotel, Chicago, May 10th, 11th and 12th, is expected to be in excess of 600 divided about equally among the three basic categories of membership, Mr. Sunshine stated. The Society's membership is composed of the leading architects in the field of religious building design, including not only sanctuaries but educational facilities as well; members of the clergy with special interests in the design and construction of religious buildings, and laymen who serve on the various boards and committees which assume responsibilitity for design and construction of new churches for their congregations.

The program will include seminars, general sessions and official association meetings. Emphasis will be placed on two phases of religious construction; first, on the practical matters of developing plans, selecting and using materials and the construction process, and, second, on the design problems concerned in relating ritual and worship procedures to the architecture and layout of the building.

Assisting Mr. Sunshine as members of the Conference Planning Committee are: Architects: Norman Abplanalp, AIA; Donald Anderson, AIA; Donald Billman, AIA; Leroy Bonesz, AIA; Charles Cedarholm, Morris Hertel, AIA; Donald Patton, AIA; Charles Rowe, AIA: Charles Stade: Robert C. Taylor, AIA: D. Carr Whitehead, AIA. Clergy: Reverend William Allen, Vicar, St. Anselm Episcopal Church; Reverend Richard J. Douaire, Assistant Pr tor, Our Lady of the Angels Church William Shubert and Ellis Jurphy. ~s. D. general conference manager Carr Whitehead will develop dies program.

Osborn Engineering Elects Borton Board Chairman

Director of Osborn Engineering Company, Cleveland's oldest firm of consulting engineers, have elected Homer T. Borton chairman of the board and named Ralph E. Scott to succeed Mr. Borton as president.

Chairman Borton, a registered professional engineer in 22 states and a member of numerous professional societies and institutes, is a graduate of Muskingum College and Case Institute of Technology. He has been Osborn president for the past 11 years.

Founded in 1892, Osborn Engineering Company is particularly known locally as the designer of Cleveland Municipal Stadium and Public Auditorium and more recently as designer of the new District of Columbia Stadium. It is currently working on the designing of the projected new stadiums in Pittsburah and Cincinnati.

The firm also is nationally recognized as a leading designer of industrial and commercial structures, research laboratories, and similar facilities.

Ohio Architect Announces Editorial Features For '66

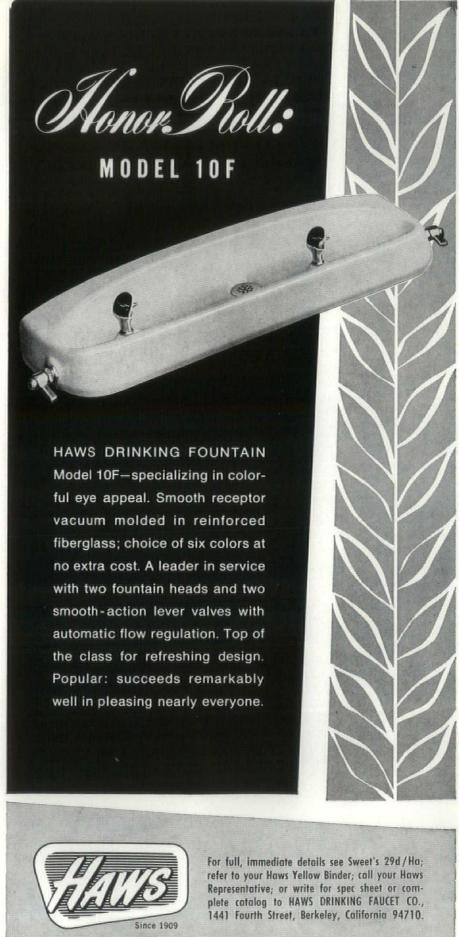
The OHIO ARCHITECT is pleased to announce the following schedule of featured material for 1966.

March/April, Financial Institutions and Roster Issue; May/June, Schools; July/August, Institutional Construction; September/October, Annual Meeting: November/December, Churches.

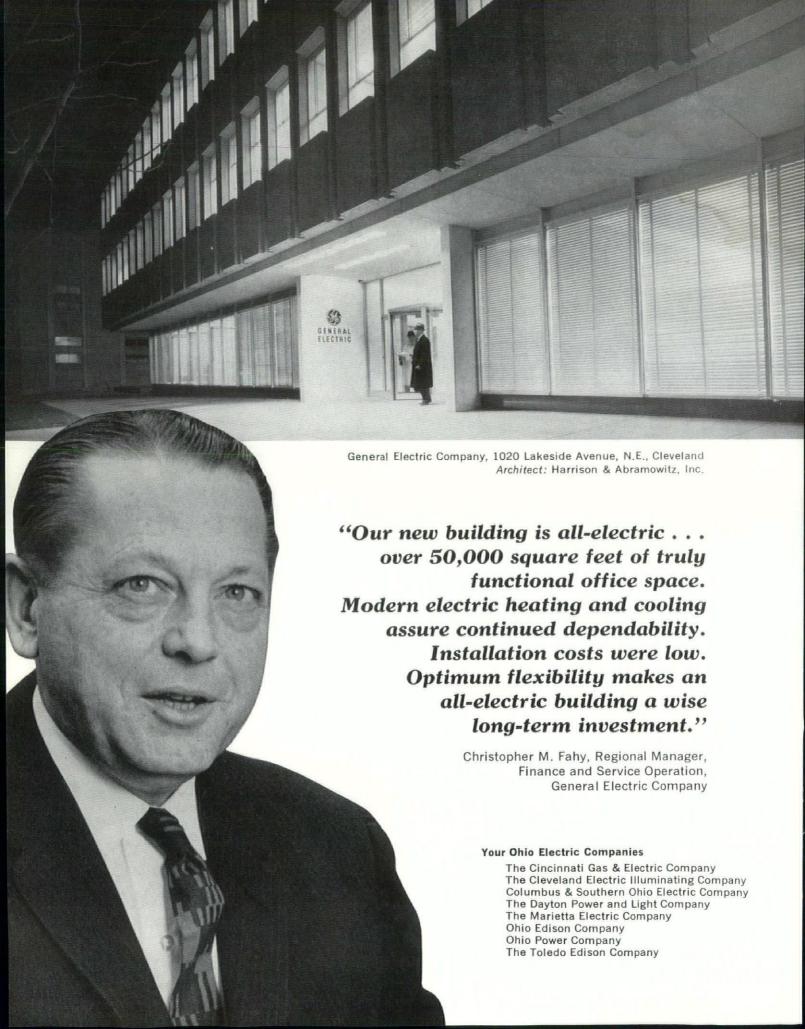
The OHIO ARCHITECT in it's continued program of diversity will also offer, from time to time, technical articles pertaining to the profession layoriented features of architectural projects in Ohio, a guest editorial, in conjunction with the AIA Chapter news items and other notices of technological advances in the industry.

Our Apologies

The OHIO ARCHITECT offers its apologies to David F. M. Todd, AIA, for using excerpts in the September/ October issue from an article written by Mr. Todd which appeared in the June, 1965, issue of The Architectural and Engineering News without giving proper credit to Mr. Todd. No plagiarism was intended. We regret this unfortunate action. - Ed.







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