

### MESSAGE FROM THE PRESIDENT

### POTOMAC VALLEY CHAPTER OF MARYLAND

American Institute of Architects Executive Secretary – 588-1125

EXECUTIVE COMMITTEE			
President			
President			
Secretary			
Treasurer			
Director			
Director			
Director			

POTOMAC VALLEY ARCHITECT EDITOR Robert B. Riley, 864-6414 MANAGING EDITOR Joseph C. Dennison, RA 6-1005 EDITORIAL ASSISTANT Amalie Dobres, 588-1125

Published monthly September-June by the Potomac Valley Chapter of Maryland, American Institute of Architects, 912 Thayer Avenue, Silver Spring, Maryland. Entered as second class matter at the Silver Spring Post Office. Subscription price: 50c per copy, \$4.50 per year. Unsolicited manuscripts and photographs will be returned only if accompanied by a self-addressed, stamped envelore.

Changes in advertising copy should be directed to: Mr. Joseph Dennison, 7705 Georgia Avenue, N.W., Washington 12, D.C.

### IMPORTANT NEXT REGULAR MEETING 12 Noon September 5 Sirloin Inn Wheaton Plaza Shopping Center NEW LOCATION

### EVENTS & EXHIBITIONS

AIA OCTAGON
Sept. 17-Oct. 7
Drawings of Eric Mendelsohn
1962 Honor Awards
Oct. 16-Nov. 11
Massey Medals for Architectural Exhibitions
NATIONAL HOUSING CENTER
September Program to be Announced
NATIONAL GALLERY OF ART
through Sept. 12
Water Colors by Winslow Homer

Dear Fellow Members:

The following list of Chapter Committees for the coming year is for your study to decide which committee you wish to serve on. Please make your wishes known to me by September 5th. Chapter members who do not indicate a preference will be assigned to a committee.

#### COMMITTEES - 1962-63

Education	Andy MacIntire
Associate Member Affairs	Joe Dennison
Building & Zoning	Dave Holtz
Liason	Jack Cohen
Membership & Attendance	Ed Ball
OFFICE PRACTICE	Marion Bagley
PRESERVATION OF HISTORIC BUILDIN	RGS Paul Kea
POTOMAC VALLEY ARCHITECT EDIT	OR Bob Riley
Chapter Affairs	Ron Senseman
REGISTRATION & LEGISLATION	Al Rinaudot, Kea, Aubinoe
Programs	Phil Mason
JOINT SCHOOLS	Chuck Soulé
STATE ORGANIZATION	Jack Cohen, Arthur, Cromar
Planning Group	Jack Cohen, Chairman, Noakes, d'Epagnier, Montgomery, Moore, Shaw, Cromar, Holtz, Ball, Greene, Flouton, Esten, Delmar, Haft, Madden, Dennison, Elliott, Lawrence, Senseman, Lee, Gruss, Riley.

Remember to notify me of your choice by September 5th, or you will be assigned.

> Sincerely, Theodore R. Cromar, Jr. President

#### THIS MONTHS COVER

A graphic abstraction of the Planning Committee's hopes for the new Silver Spring. A rejuvenated core, closed to through automobile traffic. Photographs by Air Photographies, Inc.

# WARNING!

### To All Architects Registered In The District Of Columbia

Many renewal checks for D. C. registration renewal have been lost in handling.

This year, as last, PVA hopes to serve as a clearing house for plans, criticism, debate, and comment on the future of the metropolitan Washington area. In line with this policy, we are reprinting the following report, only portions of which have appeared in the press. While the report contains neither concrete proposals nor any fundamentally new thinking, it is important as a basic statement of important Washington problems, and a reminder of the concern we as architects should have in their solution. As such, it is a fine introduction to what we hope will be useful contributions on the subject in coming issues of PVA.

## STATEMENT BY THE AMERICAN INSTITUTE OF ARCHITECTS' NATIONAL CAPITAL COMMITTEE

President Kennedy's recent directive on Federal architecture is a forward step of great potential significance. In establishing guidelines for design of government buildings which "embody the finest contemporary American architectural thought," it points to a standard of excellence that should be applied to the environment of the entire Washington region. It is our hope not only that this directive will be implemented by Federal agencies, but that its spirit and goals will be adopted by the District of Columbia government, the municipalities surrounding Washington, and all of those concerned with private construction.

It was issued at an appropriate moment. The character of the Washington region is endangered at present by a consistently low standard of quality in private as well as public buildings. There is, moreover, an immediate need for closer coordination of planning and design activities and a broader consideration of the region's problems.

Preservation of the beauty of the Potomac shoreline, for example, must be regarded as a single continuing concern of the region as a whole. Threats of desecration through construction of high-rise apartment buildings, such as those recently proposed in Fairfax, Montgomery, and Prince George counties, cannot permanently be met one-by-one. If one community yields to pressures for indiscriminate development of the shoreline, the pressures on the next are vastly increased. A unity of purpose and action is required.

There must also be the application of sound professional principles of planning and design. The value of such principles can be seen in the effective program of the National Capital Planning Commission over the past five years. The Commission has vigorously attacked the problems of the Washington region. The activities of all other agencies concerned with Washington's development, such as the office of the Architect of the Capitol and the District government, should be carefully coordinated with the Commission's planning objectives. In particular, the provisions of the Year 2000 Plan calling for maintenance of open areas deserves the support and cooperation of all other planning bodies involved.

The Commission should have a strong voice in the location of any future monuments in Washington to assure that they contribute positively to the form of the city. If monuments must be put in parks, they should not be so large as to destroy the parks' character. Once those currently proposed are constructed, there should be a moratorium declared until an order of priority for future monuments is established.

Preservation of historic buildings is another planning consideration of special importance to Washington. There is pressing need for an inventory of buildings of such historic significance that they should be retained at any cost. These buildings should then be made part of any general plan. The historically important sections of Georgetown should be more precisely defined so as not to hinder needed improvements. Some parts of Georgetown have such a strong historic character that they should be preserved intact. But in others, especially where large buildings are to be constructed, a literal and detailed enforcement of the Federal style mitigates against achievement of architectural quality.

Freeways pose problems which Washington shares with all American centers, but here they are more acutely felt because of the classic order of the city's original plan. We consider viaducts and elevated roadways to be inherently negative in their effect on the community. Superficial embellishment of bridges and other highway structures is ineffective. In general, freeways should follow Washington's established rights of way and not tear new holes in the fabric of the city.

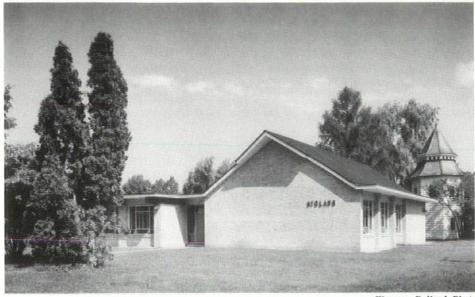
Paul Thiry, FAIA: CHAIRMAN – David N. Yerkes, AIA, I. M. Pei, AIA, Paul Frank Jernigan, AIA, Roy F. Larsen, FAIA.

## PLANNING GROUP PROGRESS REPORT

Since its inception, the Planning Group of the Potomac Valley Chapter, A.I.A. in June, 1962, has had weekly meetings for discussions and group action. At our first meetings, discussions centered mainly around the kind of work we would undertake. We tried to establish objectives for the group and form basic design concepts. After much discussion, it was decided to take the Silver Spring area as a pilot project for planning with a possible overall investigation of Montgomery County and Prince George's County areas needing study i.e. Mt. Rainier, Hyattsville, Bethesda, Chevy Chase, etc. At each meeting, members were given various assignments as: contacting Planning Commission, RLA, HHFA, State Road Commission, Mass Traffic Authorities, MNCPPC, etc. One interesting parallel development occurred while we were beginning our studies. A group of prominent individuals from the Silver Spring area formed the Silver Spring Progress Committee to undertake a study to determine what could be done for the business community. Several members of the Planning Group met with this committee to discuss aims and directions; a genuine enthusiasm was engendered from the members of this committee. Some time in September we are to present to them a plan of action indicating the direction we feel the development of Silver Spring should take. At this time, the need for special surveys to complete our work will be discussed.

We have had the approval and cooperation of the various agents contacted. We have amassed data on mass transportation, traffic counts, state road surveys, etc. – all of which are being studied. At the last few meetings we have concentrated on delineating the specific areas the group will study. We have used aerial photographs, zoning maps, and street maps obtained from the Planning Commission. At present, we are about to present a traffic solution that would eliminate the 50,000 cars per day that go through Silver Spring.

Next on the agenda will be a survey of the condition of individual buildings in Silver Spring.



Warren Ballard Photo

AYRLAWN ELEMENTARY SCHOOL KEYES, LETHBRIDGE & CONDON, ARCHITECTS Owner: Department of Education, Montgomery County Contractor: E. J. Smith Construction Co.

### CSI To Study New Material This Season

The D. C. Chapter of the Construction Specifications Institute will begin a new type of program this season, under the chairmanship of Edward C. Roth. Committees will be organized to develop objective information about such material as new insulation and new types of roofing. The results of this research will be presented at monthly seminars beginning in October. These meetings will be held the third Tuesday of every month, at 8:00 p.m. at the National Housing Center, 1625 L St., N.W.

The new season will start on September 18th with the program "A Critical Examination of the Nature and Accomplishments of the CSI." Key members of the local and national organization will restate the fundamental purposes of the CSI, and also describe the new tools developed for the improvement of specifications. PVA readers who are curious about the CSI should find this meeting an ideal introduction to the organization.



NEW OFFICERS INSTALLED At the July meeting, left to right, Messrs. Moore, Cromar, Madden & Lawrence

The following article is reprinted from the April, 1962 issue of the American Bar Association Journal. The author is a member of the Mississippi Bar. Most of the author's original footnotes have been eliminated in this presentation. Readers interested in the problem of the architects responsibility to surety will find it covered further in an article by Judge Bernard Tomson and Norman Coplan in the July 1962 Progressive Architecture. That same issue also features a fuller coverage of the copyright laws as applied to architects, written by John Warren Giles.

## 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". The Roman continued the vogue of *lex talonis.*' 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.

Following the English rule, early American decisions held the architect not liable for negligence in making decisions under the quasi-arbitrator theory. 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, drawings and specifications, an architect owes his skill, ability, judgment and taste both reasonably and without neglect. 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. 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. 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 either a perfect plan or a satisfactory result.

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.

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.

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.

### 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. Since MacPherson v. Buick Motor Co. held a manufacturer of an inherently dangerous automobile liable for injuries to a remote user, the early doctrine has been changed. 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." 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 principal inherent in liability "cannot be made to depend upon the merely technical distinction between a chattel and a structure built upon the land." Archiengineers and contractors tects, 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. 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.

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 architect.

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.

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, modified, changed, corrected 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.

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, 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 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.

In Day v. National U. S. Radiator *Corp.*<sup>2</sup> 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 anticipate would be involved in this construction. The architect contended 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."

### 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 outstanding association are vocal, loyal 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 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. 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. 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. 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 work, or the issuance of a certifithe duty owed either in the preparation of plans or in the supervision of cate, 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 progress 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.

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.

In an exceptionally well reasoned case, State for the use of National Surety Co. v. Mulvaney<sup>3</sup>, 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 not 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, 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.

A certificate carelessly issued by an architect may injure not only the owner but the surety. In *Hall v. Union Indemnity Co.* 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.

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.

In an early case, *Corey v. Eastman*, 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 bankduptcy. 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. Where the final estimate of a 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. 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. 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.

In a recent volume, the author lamented that the South, so rich in traditions, is also "guilty of imitating itself to death in architecture".<sup>4</sup> 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 snper-imposed 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 "Copyright, 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 Act 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 authority 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.

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.

1. "Like for Like–Punishment of an injury by an act of same kind–Eye for Eye", BLACK'S LAW DICTIONARY, page 1781 (3d ed.)

2. 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 because 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.

3. 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.
- 3. 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.

4. Waugh, THE SOUTH BUILDS: New ARCHITECTURE IN THE OLD SOUTH.

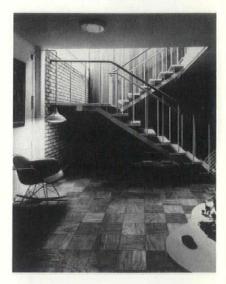


### GALBLUM RESIDENCE HAROLD LIONEL ESTEN, ARCHITECT

LOCATION: Bethesda, Maryland Owner: Mr. & Mrs. Harry S. Galblum Contractor: Gerald Galblum

> This residence is located on a wooded and rather steeply sloping two acre site in a rural residential area. The program called for individual bedrooms for each of the four children, a maid's room and for the adults large open areas for informal entertaining separated from the children's part of the house.

> The roof and floor construction are principally of steel. Bar joists span from a central steel girder to steel channel fascias. The floor deck at the first floor level is a two inch concrete slab over steel centering. The roof deck is of plywood nailed to the upper chords of the bar joists.

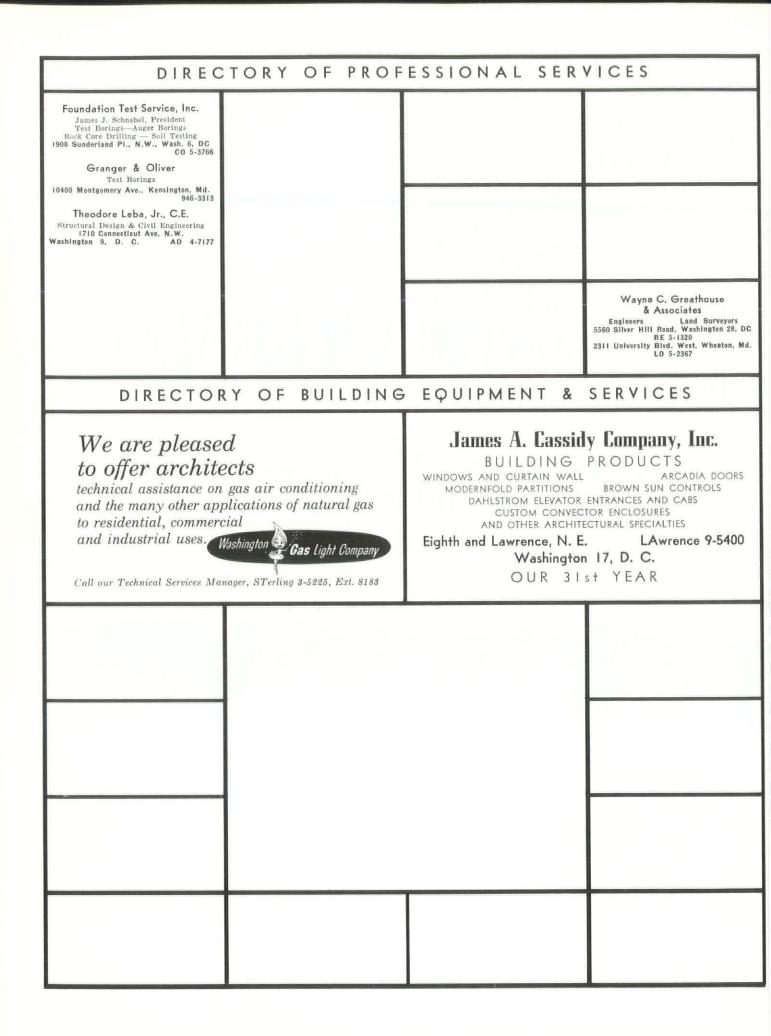




Robert C. Lautman Photo



Warren Ballard Photo



VACODERS -	MT VEBLICAL	Devel D. L. L. C.	Windows Folding Doors
Whole-House Air Conditioning The Cushwa Brick and Building Supply Co. TU 2-1000 HU 3-6575	MT. VERNON CLAY PRODUCTS CO. 877 Hamlin Street, N.E. Washington 17, D. C. 832-8400	Permanent Products Co. CHARLES R. WOODHAMS, Mgr. District Representatives Granco-Corrutorm-'Cofar' Mesker Curtain Walls, Windows Aluminum and Steel Systems 7714 Radnor Road, Bethesda Washington 14, D. C. — OL 2-7475	Windows, Folding Doors Folding Partitions Stilding Glass Doors Rolscreens Pella Products of Wash., D. C. 3250 K St. N.W. Phone 333-2900 Floyd E. Koontz
BUILDING EQUIPMENT & MATERIALS Kidwell & Kidwell, Inc. Irving L. Kidwell, Pres. Dellburt A. Kidwell, Sr., Chmn. Aroustical Insulation. Brick Laying Drywall & Plaster Bex 266. Cellege Park. Md. GR 4-4500 The Hampshire Corp. Aroustical Tile, Plastering, Flooring. Paritions, Roof Deck 4626 Annapolis Rd., Bladensburg, Md. UN 4-0300 Metal Construction Services Corporation Windows, Poreclain, Steel Decks, Erection 10000 Parkwood Drive—Bethesda 14, Md. Bob Knopf, Mgr. 949-6555 T. M. Woodall, Inc. Plastering and Acoustical Treatment 5482 Silgo Mill Rd., Takoma Park 12, Md.	Morrison & Bready, Inc. Contractors & Builders 4206 53rd Ave., Bladensburg, Md. Post Office Box 85 UN 4-8229-30 N. S. Stavrou, Inc. General Contractors 905 Silver Spring Ave. Silver Spring, Md. JU 7-2802 Roy Thornton, Company General Contractor 6482 Silgo Mill Rd., Takoma Park 12, Md. JU 5-9759 Warthen & Ward General Contractors 10410 Montgomery Ave., Kensington, Md. LO 5-1186	PAINT Cunningham Paint Company Distributors: PVA Muraltone; Muralo Masonry Finishes for All Interior and Exterior Walls 2020 14th St., N.W., Wash. 9, D. C. Co. 5-2031 W. R. Winslow Co. Distributors for Benjamin Moore, Samuel Cabot and National Gypsum Winslow Products 922 New York Ave., N.W., Wash. 1, D. C. NA 8-8610	REPRODUCTIONS & SUPPLIES Cooper-Trent Your Authorized K & E Distributor Complete Reproduction Services 4923 Cordell Ave., Bethesda, Md. UL 6-8800 Leet-Melbrook, Inc. Blueprints, Architectural Photos, Drafting Supplies 950 Silgo Ave., Sliver Spring, Md. JU 9-8444 Rockville—206 Commerce Lane 762-2187 Geo. F. Muth Co., Inc. Architects', Engineers', Drafting and Artists' Supplies, 3M-Adhesives Office Equipment and House Paints 1332 New York Ave., N.W., Wash. 5, D. C ST 3-6323
589-3811 CONCRETE PRODUCTS Atlantic Perlite Co. Lightweight Concrete Roof Decks 1919 Kenilworth Ave., N.E., Wash. 27, D. C. SP 3-0200 Tecfab, Inc. Precast Structural Insulating Panels and Window Wall Systems Plastic Mosaic and Tile Facings Beltsville, Md. GR 4-6211 The Upco Co. Al Pack Non-Fading Hydroment for Color Concrete	HARDWARE Builders Hardware Corp. Architectural Hardware Consultants Builders, Finishing Hardware 4908 St. Elmo Ave., Bethesda, Md. OL 6-6800 Fries, Beall & Sharp Co. Architectural Hardware Consultants Representative of Sargent & Co. and Schlage Shirley Hwy. and Edsall Rd., Springfield, Va. FL 4-3600	PORCELAIN Calcore Porcelain Co., Inc. Subsidiary of Calorie Corp. Architectural Porcelain - Curtain Wall Panels - Store Fronts 912 Thayer Ave., Silver Spring, Md. JU 7-7800	SPECIAL SERVICES Mickelson's Prints and Paintings Fine Picture Framing 709 G St., N.W., Wash., D. C. NA 8-1733 Patrick Sign Studio Sign Design & Manufacture Neon & Plastic, Billboards 942 Slige Ave., Silver Spring, Md. JU 9-2000
14800 Maydale Ct., Silver Sprine, Md. EV 4-9474 FURNISHINGS & EQUIPMENT Klon O. Row, Inc. Sanymetal and Weis Toilet Partitions Flour City Ornamental Iron Co. IS800 MacArthur Blvd., N.W., Wash. 7, D. C. FE 3-4410 Milo Products Corp. Milo Cabinet-Wall Closets and Fronts Milo Bi-Fold Doors, Metaloc Warp-Proof Silding Doors, Accordion-Fold and Voynwood Doors 010 Vermont Ave., N.W., Wash. 5, D. C. ST 3-9047 GENERAL CONTRACTORS AND BUILDERS	HEATING FUELS Griffith-Consumers Co. Distributors of All Types of Commercial and Residential Fuels and Heating Equip. 1413 New York Ave., N.W., Wash. 5, D. C. ME 8-4840 MASONRY AND MASONS A. Myron Cowell, Inc. Quality Masonry Contractors Brick - Glazed Tile. Cinder Block Rubble Stone — Glass Block Cut Stone Setting 538 Forest Glen Rd., Silver Spring, Md. JU 9-3340 JU 9-4580 Jack T. Irwin, Inc. "Dealers in Natural Stone", Flagstone, Building Stone, Jackoo Stone Products 1450 Rockville Pike, Rockville, Md.	PLUMBING, HEATING & ELECTRICAL American Radiator and Standard Sanitary Corp. Specifications for Plumbing and Heating 8641 Celesville Rd., Silver Spring, Md. JU 7-6600 Albert A. Fox, Representing Leading Manufacturers of Arch. and Eng. Lighting Including Prescolite, Gruber, Thermotank	SWIMMING POOLS Lewis Swimming Pool Construction Co., Inc. Swimming Pools 115 Mary St., Falls Church, Va. JE 2-735 TILE THE Mosaic Tile Co. of Virginia
Artimont Dros., Inc. 1929 Bethesda Ave., Bethesda 14, Md. OL 2-1700 Briggs Construction Co., Inc. 4909 Cordell Ave., Bethesda, Md. OL 6-4545 OL 6-45	<ul> <li>National Brick &amp; Supply Company 424-5444</li> <li>National Brick &amp; Supply Company High Pressure Cured Block and Brick Dox Plank Floor and Boof System Terra Cotta, Wash 11, D. C. LA 9-4000</li> <li>Washington Brick Co. Masonry Manufacturers &amp; Distributors 6th and Decatur Sts., N.E., Wash. 11, D. C. LA 9-7000</li> <li>West Bros, Brick Co. Tunnel Kiln Face Brick, Various Colors 6600 Sheriff Rd., N.E., Wash. 27, D. C. WA 5-8220</li> </ul>	Including Prescolite, Gruber, Thermotank "Luminous Ceilings" 901 Quaekenbos St., N.W., Wash. 11, D.C. Tel: ST 3-3480 — RA 6-7385 (after hours)	Tile Manufacturer Warehouse and Showroom 607 S.Ball St., Arlington, Va. 07 4-5553 0T 4-5554 Standard Art, Marble & Tile Co. Scagliola, Marble, Mosaic, Terrazzo, Tile, Ceramic, Slate 117 D St., N.W., Wash., D. C. NA 8-7413 WINDOWS Hope's Windows, Inc. The Finest in Aluminum and Steel Windows 1820 N. Nash St., Arlington, Va. JA 5-8919
EXECUTIVE INTERIORS Wholesale to the Trade Only Consultants for Professional Space Planning & Design Herman Miller-Robert John-Monarch Imperial-Alma-All Steel-Accessories 015 12th St., NW, Washington 5, D C Mon. Thru Fri. 9 to 5 or by Appt. 347-4321	United Clay Products Co. — Headquarters for — Georgetown Colonial Brick Carrier Air Conditioning Alwintite Windows and Doors Bryant Heating Equipment 331 Investment Bullding DI 7-0787	— If It's a matter of MORTGAGE MONEY SEE WEAVER BROS., INC. FIRST Mortgage Bankers @ Realtors Washington Bidg. @ District 7-8300 Mortgage Loan Correspondent Metropolitan Life Insurance Co.	JAMES H. CARR, INC. Structural Timber Specialists Aluminum and Steel Glulam Arches and Bowstring Trusses Prefabricated Trussed Rafters 2138 P Street, N. W. Washington 7, D. C ADams 4-7979

Return Requested

POTOMAC VALLEY ARCHITECT SUITE 203 8055 THIRTEENTH STREET SILVER SPRING, MD. Bulk Rate U. S. POSTAGE PAID SILVER SPRING, MD. PERMIT NO. 274

Octagon Library American Inst. of Architects 1735 New York Ave., N.W. Washington, D.C.