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GEORGE G. SCHNEIDER and RALPH E. SCHAEFER
ARCHITECTS

JANUARY 1951
VOLUME 19 No. 1
BUSINESS MEETING, FEBRUARY 15
OPENS ANNUAL CONVENTION

The Annual Business Meeting, Thursday evening, February 15 at 8 o'clock will open the Wisconsin Architects Association Second Convention at the Plankinton House, Milwaukee.

Registration for the Regional A.I.A. Seminar will start at 9 o'clock Friday morning, immediately followed by the Seminar. Luncheon is at 12:15 o'clock.

Members of the Producers' Council, Wisconsin Chapter, will have their "Table-top" displays on the Mezzanine and from 6:30 to 7 o'clock will be hosts to the architects at a cocktail party.

The Annual Banquet will be at 7 o'clock.

The Saturday session opens at 9 A.M. with the continuation of the seminars, adjourning at 12:15 for lunch.

BY-LAW AMENDMENTS

Two major changes are to be proposed at the Annual Meeting.

It is planned to offer for consideration an amendment to the By-laws increasing the number of directors-at-large from five to six and their term of office from one year to three years, two to be elected each year. It is also proposed to establish an education foundation as a corporation separate from the Association.

It is claimed that the longer term for directors-at-large will allow greater continuity in personnel and in programming the efforts of the Association. The directors elected by the Chapter Divisions are to continue to be elected and serve for one year.

The proposed education foundation would be legally separate from the Wisconsin Architects Association, but substantially under its control and subsidized by the Association. The Board of Directors has been advised by Gerald J. Rice, Counsel for the Association, that while the Wisconsin Architects Association is exempted from the payment of income taxes, it is still not qualified to accept gifts which are deductible by the donors from their income tax returns. Mr. Rice pointed out that the Federal Board of Tax Appeals has ruled in the case of American Institute of Accountants (Geo. O. May, 1 B.T.A. 1220, Sec. 12,760) —P.H. Vol. 2, Income Tax) and in the case of the New York Bar Association (Alfred A. Cook 30 B.T.A. 292 Sec. 12, 760 P.H. Vol. 2) that such organizations do not qualify under the Federal tax laws so as to receive tax-deductible gifts. Sec. 29.23 (o) of the Internal Revenue

(Continued on Page 11)
The Annual Meeting of the Milwaukee Division of the Wisconsin Association was held Wednesday, December 12, 1950 at the Plankinton House.

Following luncheon, the meeting was called to order at 1:30 P.M. by President William G. Herbst who then introduced Edgar H. Berners, President of the Wisconsin Architects Association.


In the absence of Fred A. Luber, Secretary-Treasurer, President Herbst appointed Leigh Hunt to act as secretary pro tem.

The following Annual Report, prepared by Secretary Luber, was read by the acting secretary and approved.

SECRETARY'S ANNUAL REPORT

Organization meeting held at the City Club October 26, 1949, to organize and form the Milwaukee Division. The Nominating Committee submitted the following names for the various offices, who were then duly elected.

William G. Herbst, President
Alvin E. Grellinger, Vice President
Fred A. Luber, Secy.-Treas.
Theodore L. Eschweiler, Director
Paul Brust, Director

Meeting of Board of Directors of Milwaukee Division December 5, 1949, which was called especially to make appointments to the various standing committees.

Membership meeting, Milwaukee Division, January 13, 1950, meeting jointly with the Wisconsin Chapter of the Producers' Council, held at the Hotel Plankinton Hotel. In his welcoming remarks President Herbst indicated that this was the first meeting of the membership of the Milwaukee Division of the Wisconsin Architects Association since the organization of the Wisconsin Architects Association. President Edgar H. Berners briefly outlined the organization of the new association and suggested that the meetings of the Milwaukee Division be open to members of other divisions throughout the state and especially where special programs are contemplated. President Herbst introduced Hal Row of the Armstrong Cork Co. and Bob Friauf, Vice President of the Producers' Council who extended their best wishes and expressed the hope that the two groups would join together on frequent occasions to discuss their mutual problems. The speaker who gave a very interesting and construction presentation on radiant heating.

Membership meeting, Milwaukee Division, February 8, 1950. This was a noon luncheon meeting held at Joe Deutsch's Cafe with 23 present. The president called attention to the State Convention scheduled to be held at the Plankinton Hotel on February 24 and 25 and suggested that as many as possible arrange to attend. Mr. Joseph A. Blatecky, a member of the Milwaukee Bar Association, gave a very interesting presentation on the United Nations, their history, organization, procedure, etc.

Board of Directors meeting, Milwaukee Division, March 13, 1950. Chairmen of the various committees were present and discussed their problems and their proposed plans.

Membership meeting, Milwaukee Division, March 16, 1950, held at the Elks Club. President Herbst called attention to the Draftsmen's Educational Program and suggested that members give consideration to this subject and be prepared to discuss it in detail at subsequent meetings. The speaker of the evening was Mr. Richard W. E. Perrin, Executive Director of the Housing Authority of the City of Milwaukee, also a member of the Institute, who presented a very interesting story on the St. Louis Conference and on the role of architects in slum clearance and urban redevelopment projects.

Membership meeting, Milwaukee Division, April 12, 1950. This was a noon luncheon meeting at the Plankinton Hotel. The principal speaker was Mr. Norman E. Buettner, Consulting Engineer of Chicago, who presented a very interesting review of the general standard methods of heating.

Membership meeting, Milwaukee Division, May 3,
1950. This was a noon luncheon meeting held in the Lotus Room of the Plankinton Hotel. The principal speaker at this meeting was Professor Lewis H. Kessler, Hydraulic Engineer of Northwestern University, who discussed the subject of water hammer in water supply piping, going into detail on the causes and possible cures. Prof. Kessler was introduced by Mr. L.J. Novotny, local representative of the Wade Mfg. Co., who later stated that the services of Prof. Kessler were available to architects.

Membership meeting, Milwaukee Division, May 26, 1950. This meeting was an evening dinner meeting held at the Plankinton Hotel. The principal speaker was Mr. John McKinnon, Engineer of the Minnesota Mining and Mfg. Co., who was assisted by Messrs. P. E. Stephens and Byron Ellis of that company. He presented a very interesting and instructive demonstration with models on the use of ceramic tile adhesives.

Inspection tour of research and development laboratory of Portland Cement Association at Skokie, held June 16, 1950.

Summer dinner dance party, Chenequa Country Club, Wednesday, July 12, 1950.

Board of Directors meeting, Milwaukee Division, August 10, 1950. Meeting held at the Plankinton Hotel with all board members present. Meeting called principally to give consideration to a request made by Mayor Zeidler of Milwaukee to have the architects appoint a committee to serve and assist the Mayor’s Civic Disaster Committee. The committee appointed consisted of Messrs. Francis J. Rose, Chairman, A. C. Eschweiler, Jr., William Herbst, Francis S. Gurda, and Charles Reynolds.

Summer outing, Lakeside Hotel, Pewaukee Lake, Thursday, August 17, 1950.

Joint meeting with the Producers’ Council of Milwaukee, Thursday, September 14, 1950 at Schlitz Brown Bottle.

Membership meeting, noon luncheon, October 18, 1950, Lotus Room of the Plankinton Hotel. An illustrated presentation on Plywood by Mr. Ray F. Dumke, a representative of the U. S. Plywood Corp., was given.

Membership meeting November 8, 1950, in the Lotus Room of the Plankinton Hotel. The principal speaker was Charles E. Brown of Chicago, General Sales Manager of the Building Products Division of Kaiser Aluminum Co., Inc., who spoke on aluminum siding and Kaiser aluminum shade screens.

ANNUAL COMMITTEE REPORTS

EDUCATION and DRAFTSMEN —
   Ralph Kloppenburg, Chairman .......... No Report

Mr. Lee, who represents the Wisconsin Architects Association as instructor in Architectural Design at the Layton School of Art, inquired if the Association had come to any decision as to the awarding of scholarships to outstanding students. Mr. Berners replied that his Board had taken action on the setting aside of Three Thousand Dollars for the Educational Fund from which loan scholarships to students could be made.

Mr. Hunt stated that for many years he had been working on the matter of the establishment of an architectural school at the University of Wisconsin, and that now, with the Proposed Lake Shore Area University in view, it might be well for the Association to take steps toward the establishing of an architectural school in connection with the new university, this School of Architecture to be an accredited college similar to the colleges of our neighbors, Minnesota, Michigan and Illinois.

Mr. Schweitzer moved that the Education Committee be instructed to make such recommendation to the Board. The Motion was seconded by Paul Brust and carried.

CIVIC DESIGN and ADVISORY COMMITTEE
   F. J. Brimeyer, Chairman ................ No Report

COMM. ON RELATIONS WITH CONSTRUCTION INDUSTRY
   A. L. Seidenschwartz, Chairman ...... No Report

PRACTICE COMMITTEE
   Walter Memmler, Chairman .......... No Report

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Fred Luber, Chairman
No Report

PROGRAM COMMITTEE
John P. Jacoby, Chairman

Mr. Jacoby stated that he had made his reports at the monthly meetings and that his final report had been well covered in the Secretary's Annual Report.

BEAUX ARTS BALL
Wallace R. Lee, Chairman

Mr. Lee reported that the Beaux Ball to be held in the Milwaukee Auditorium the evening of January 6, should be a great success, from every standpoint.

ELECTION OF OFFICERS
President Herbst read from the By Laws, the procedure for the conducting of nomination and election of officers.

The tellers announced the following results:

A. E. Grellinger, President
Frederick J. Schweitzer, Vice President
Fred A. Luber, Secretary-Treasurer

Arthur O. Reddemann and Fitzhugh Scott, Jr., were elected to represent the Milwaukee District on the State Board of the Wisconsin Architects Association.

Following the election, President Herbst turned the gavel over to Newly Elected President Grellinger who graciously thanked the meeting for honoring him.

The Annual Meeting was adjourned at 3 P.M.
Respectfully submitted,
LEIGH HUNT, Acting Secretary

REVIVE A. I. A. COMMITTEE ON PRESERVATION OF HISTORIC BUILDINGS

The Institute's Committee on Preservation of Historic Buildings is being reactivated, according to a letter received by the Editor of the Wisconsin Architect from Edmund R. Purves, Executive Secretary of The American Institute of Architects.

Mr. Purves' note was prompted by two letters published in the December Wisconsin Architect. The first one — Earl H. Reed's copy of a letter addressed to Ralph H. Walker, President of The American Institute of Architects, by Thomas C. Vint, deploring the discontinuance of the Committee on Preservation of Historic Buildings of which both Messrs. Vint and Reed are members. The second one — a copy of Mr. Reed's letter to Morgan Yost, President of the Chicago Chapter, A.I.A., in which he asked support in urging continuance of the Committee.

In addition to those sent to the Editor, copies were also mailed by Mr. Reed (of the Chicago Chapter) to various other A.I.A. members. Obviously, the combined correspondence was effectual.

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Dear Leigh:

The WISCONSIN ARCHITECT which I always read contains in its December number an interesting article on the professional liability policy by Gerald Rice.

Although our membership has been informed, it should be stated again that the liability policy now being offered by the General Accident Assurance Corporation is not being made available through the efforts of The American Institute of Architects. The Institute would, however, I am sure, consider the policy a good and satisfactory one for the premium charged.

There was an Architect's Professional Liability Program set up in 1948 which was being carried out through a master policy, or contract, entered into by The American Institute of Architects and the G.A.A.C. That program proved to be unworkable and unsatisfactory from the point of view of both The Institute and the carrier. The contract was, therefore, terminated as of April 1, 1950.

Thereupon the G.A.A.C. proceeded to make available the policy described and commented upon in your article. Our Board of Directors was very glad to have the G.A.A.C. continue to offer a liability policy.

The article in your magazine which, while citing cases presumably drawn from the Company's files, nevertheless constitutes largely the opinion of an attorney in which a certain amount of speculation is indulged. A true evaluation of the present policy could best be drawn from the Company's records. I am taking the liberty of sending a copy of this letter to the G.A.A.C. in the event they wish to make a statement.

The Institute has a small Committee, under the Chairmanship of Wilbur H. Tusler, which is engaged in making a further exploration of possible insurance to cover professional liability. I think I am right in stating that so far the Committee has found no form of policy comparable to that offered by the G.A.A.C. for the modest premium charged, and has further found that what might be termed as complete insurance to cover any form of malpractice on the part of an architect can be obtained but at a prohibitive premium.

The present policy offered by the G.A.A.C. looks to us as a very good buy for the price.

Sincerely yours,

EDMUND R. PURVES
Executive Director, A.I.A.

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COMPENSATION FOR ARCHITECTURAL SERVICES

By GERALD J. RICE

Attorney for the
Wisconsin Architects Association

Compensation for his services is the vital concern of an architect as it is for any man who does not choose to labor in vain. It is frequently the cause of misunderstanding between the architect and the person who engages him. While the following remarks are far from being an exhaustive treatise on the subject, they may serve to clarify some common problems of the practicing architect. Most problems of compensation can be eliminated by clear and concise contract provisions; and the writer strongly advises that the architect secure the services of his own lawyer in drafting contracts for his services; particularly where public work, or work involving large outlays by the architect, is concerned.

The amount of an architect's compensation is normally determined by the contract under which he is engaged professionally. If there is no agreement as to the amount of his compensation, the architect then is entitled to be paid the reasonable value of his services. Ordinarily, the value of an architect's services is measured on the basis of a percentage of the cost of the structure or work which the architect plans and superintends. If the work of construction is not commenced, however, the fee must be computed on the basis of the total of the bids taken, or if no bids are taken, on the architect's estimate of the cost of construction.

The usual contract provides that the architect shall be paid as the work progresses and in specified percentages of the fee upon completion of preliminary drawings, upon completion of working plans, upon completion of specifications, etc. This contract has been held by the courts to be a "severable contract"; i.e., one that the owner can terminate at any time, by paying the architect to date and discharging him. It is possible, of course, to draw a contract which is not severable, but which is entire. Under an entire contract, the owner who dismisses the architect before the work is completed, is liable, nevertheless, for the full fee as long as the architect is ready, willing and able to complete the work.

Extra or additional services not contemplated by the original agreement are usually paid for at the contract rate for like services; or, if there is no contract, at the reasonable value of the extra effort involved. Sometimes the changes in plans requested by an owner require an entirely different set of plans, the buildings contemplated by such plans having nothing more in common than the building site. In such case, there is involved not merely an extra charge but a whole new fee. When such a completely new set of plans is requested, it should be made clear by the architect whether the charges therefor are to be made on the basis of extra charges or on the basis of a new contract for his professional services.

As a general proposition, an architect holds himself out as possessing the skill and ability necessary to enable him to perform required services reasonably well. Thus negligence, incompetency or misconduct in the practice of architecture may bar an architect's recovery for his services. Also, he may not recover if he procures a contract for his services by reason of a fraudulent act or misrepresentation on his part. It has been held that an architect cannot recover if the building produced from his plans would be in violation of building and zoning regulations if erected on the proposed building site.

Generally, however, the rule of substantial performance applicable to contractors, also applies to architects. Thus where there is substantial compliance with the contract, in good faith, slight omissions or defects easily remedied by an allowance out of the contract price, will not bar recovery, and the architect may recover his contract price less the damages or allowance therefor.

Another ground frequently alleged for barring recovery for architectural services is where the cost of construction substantially exceeds the amount estimated. Where there is no representation or estimate of cost involved this question does not arise. The reason for barring recovery for excessive cost is that an architect holds himself out as an expert in his field and cannot be negligent in estimating cost any more than he can be negligent in any other phase of the work. Whether the actual cost is reasonably near the estimated cost is a question of fact for the court or jury in a given case. Of course, where the owner has ordered changes which substantially affect the cost, the architect cannot be bound to his estimate. Furthermore if the owner accepts the plans knowing of the increased cost, he must pay for them. It has
also been held that where plans involving excessive cost are revised by the architect to approximate the estimated cost, or where the architect is agreeable to revise the plans downward without charging for extra services, but the owner refuses to allow the change, the architect may recover for his services.

Where an architect has been employed by the state or a political subdivision thereof, it is the general rule that he cannot recover for his services where the building he designs would cost more to erect than the governmental unit is permitted by law to expend for the purpose.

It frequently happens that an architect agrees to wait for the balance due him for his services in drafting plans for an entire project where only part of the project is built, or where the whole project is delayed because of war conditions or because the cost of construction is such that the owner is financially unable to commence the project or feels that the cost will be more advantageous in the future. It has been held that the architect need wait only a reasonable time, even though at the end of that time the owner does not regard the time favorable to proceed with construction. In one case, a delay of four years by a church was held a reasonable time.

Payment for the services of an architect may be secured by a claim for a mechanics lien, under the Wisconsin Statutes, where construction of the work planned by the architect has actually begun. If the work of construction is not commenced within six months after the last work on the plans is done by the architect, he is not entitled to the mechanics lien.

It is a common failing of professional men to avoid discussion of fees. This may arise from the fond hope that the services rendered will be so much appreciated that the client will gladly pay the fee finally charged by the professional. Such wishful thinking, however, leads only too frequently to disappointment. It is far better to discuss the matter of fees with your client honestly and openly. A clear understanding will eliminate most problems relating to compensation for services rendered.

PREDICTS FALL IN 1951 PRODUCTIONS

Production of building materials and equipment has exceeded all past records during 1950 but will fall well below the new peak in the coming year, A. Naughton Lane, president of the Producers' Council, national organization of building products manufacturers, has stated.

"The extent of the decline in 1951 is unpredictable, because no one can tell at this time how far defense needs will curtail civilian construction," Mr. Lane said.

However, in some lines the cutback in production of materials will be less than the reduction in building volume, because inventories in the hands of producers and dealers have been relatively low in recent months and will be built back to normal in the first part of the new year.

BUILDING RESEARCH ADVISORY BOARD
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2101 Constitution Avenue, Washington 25, D.C.

"FIRE RESISTANCE" CONFERENCE
WELL RECEIVED

BRAB's second research correlation conference, on the subject of "Fire Resistance of Exterior Non-Load-Bearing Walls", was held on November 21. One hundred and six persons, from fifteen states, the District of Columbia, and Canada, attended the one-day meeting.

Under the able chairmanship of Carl F. Boester, Housing Consultant of the Purdue Research Foundation, the seven speakers presented papers which were received with marked interest. The question and answer periods which followed each paper, and the open discussion for more than an hour which concluded the program, were entered into enthusiastically by the audience.

The speakers, and their subjects, were as follows:

"The Background of Requirements for Fire-Resistance of Exterior Non-Load-Bearing Walls"
George N. Thompson, Assistant Chief, Building Technology Division, National Bureau of Standards, Washington, D. C.

"The Wall — What Do We Want?"
J. Walter Seveneringhaus, Partner; Skidmore, Owings and Merrill, Architects-Engineers, New York, New York.

"The Viewpoint of the Research Director"

"Costs of Exterior Non-Load-Bearing Walls"

"The Viewpoint of the Code Official"

"Fire Hazards and Fire Protection"
James K. McElroy, Assistant Technical Secretary, National Fire Protection Association, Boston, Massachusetts.

"Proposed Restrictions for Exterior Non-Load-Bearing Walls with Respect to Fire Safety"
John W. Dunham, Assistant Chief Structural Engineer, Public Buildings Service, General Services Administration, Washington, D. C.

At the conclusion of the afternoon session, the fol-
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lowing resolution was proposed by Harry C. Plummer, Director of Engineering and Technology, Structural Clay Products Institute, and was unanimously adopted by the audience:

“Our speakers today seem to be unanimous in the opinion that some modifications should be made in the criteria for fire resistance ratings and in the fire resistance requirements for non-load-bearing exterior walls, as included in many building codes. Certainly, the Structural Clay Products Institute concurs in this view.

“Mr. Dunham has, I believe, suggested a logical basis, both for developing criteria for fire resistance ratings and for establishing fire resistance requirements of codes, and I propose that the proceedings of this conference be sent to the Building Officials Conference, the Southern Building Codes Congress, the National Board of Fire Underwriters, the National Fire Protection Association, the American Standards Association, the American Institute of Architects, and the American Society for Testing Materials, with a request that they be referred to the appropriate committees of these organizations for consideration in the revision of methods of fire testing and requirements for exterior non-load-bearing walls.

Papers presented at the conference, a stenographic report of the discussion periods, and written comments which members of the audience were invited to submit following the conference are now being prepared for publication in Proceedings. Announcement of this publication will be made in a later number of BRAB Notes.

ABSTRACTS OF PAPERS —
MIT SYMPOSIUM ON SOLAR ENERGY

BRAB has recently been informed by Professor Lawrence B. Anderson, Chairman of the Committee on Space Heating with Solar Energy at the Massachusetts Institute of Technology, that a limited supply of mimeographed abstracts of the papers delivered at their summer symposium is available. Copies of these abstracts may be obtained without charge as long as the supply lasts.

Address your requests to Professor L. B. Anderson, Chairman, Committee on Space Heating with Solar Energy, Massachusetts Institute of Technology, 77 Massachusetts Avenue, Cambridge 49, Massachusetts. (Do not address requests to BRAB, please.)

Professor Anderson also announced that MIT plans to publish the complete texts of the papers and discussion notes at an early date. This text will be bound, and will be distributed upon request for a nominal charge.
(Continued from Page 2)

Code designates among such organizations as can receive deductible gifts a corporation, community chest or foundation organized under Sec. 29.101 (6) of the Internal Revenue Code "exclusively for religious, charitable, scientific, literary or educational purposes, etc."

Institutes and professional associations which are not organized and operated exclusively for the above purposes, such as Business leagues, real-estate boards, may be tax-exempt as to income under Sec. 29.101 (7) of the Code, but gifts made to them are not deductible.

Mr. Rice further states that the Milwaukee Bar Association has recently created a foundation known as Milwaukee Bar Association Foundation for the purpose of receiving gifts and donations and dedicating their use to the advancement of jurisprudence through education and scientific research by providing scholarships and promoting other means of legal education.

It is claimed by the proponents of the plan to establish a foundation, that in addition to the tax deductible gifts made possible, there should result a specific program of stimulating education of architects for Wisconsin and the channeling of funds for that purpose without the possibility of diverting such funds for other use.

Notices of the proposed amendments to the By-laws have been mailed by Secretary Fred A. Luber to all corporate members of the Association.

EXECUTIVE BOARD MEETING

The Executive Board of the Association will meet January 27 at 10 A.M. at the Plankinton House when final details of the Convention will be developed.

* * *

BRITISH ARCHITECTS' CONFERENCE

C. D. Spragg, Secretary of the Royal Institute of British Architects, has notified Secretary Fred A. Luber that the British Architects' Conference will take place from May 30 to June 2, in Belfast at the invitation of the Royal Society of Ulster Architects who will be celebrating their Golden Jubilee.

Visitors from the United States have always been very welcome at our Conferences," he writes, "and if any of your members contemplate being in the United Kingdom during the period in question, I should be glad if they would let me know in good time so that I can send them the Conference Programme." The address is 66 Portland Place, London W.I.

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