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Volume 13
APRIL 1941
Number 4
THE AMERICAN INSTITUTE OF ARCHITECTS

THE OCTAGON, WASHINGTON, D. C.

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CLEMENT R. NEWKIRK, 258 Genesee Street, Utica, N. Y. (New York Dist.)

State Association Director

For One Year (1940-1941)

LEIGH HUNT, 152 W. Wisconsin Avenue, Milwaukee, Wisc.

THE OCTAGON, a Journal of The American Institute of Architects. Published Monthly by The American Institute of Architects. Executive and Publication Offices, The Octagon, 1741 New York Avenue, N. W., Washington, D. C. Twenty-five Cents the Copy. $1 per year. (Foreign $2.) Checks or Money Orders should be made payable to The American Institute of Architects. All communications should be sent to The Secretary. Entered as second-class matter, February 9, 1929, at the Post Office at Washington, D. C.
The President’s Message

In February I intended the March message to give further information of defense construction matters. In March it seemed better to defer it. I will now bring to you what I have not reported.

Congress these last few weeks has provided funds for the Army and the Navy sufficient to round out the 1940-41 program of construction, and within a short period will provide funds to begin a new construction program.

The buildings to complete the old program of the Army will comprise reception and discharge centers, recreation and administration facilities, chapels, warehouses, depots, air corps construction and miscellaneous buildings. Many of them are small and of temporary construction, and the planning of most of them will be done by the Architect-Engineers who had charge of the construction of the cantonments of which the buildings will form a part. The larger projects such as the warehouses and depots are of more substantial character, and probably many of them will be done by Architect-Engineers.* These Architect-Engineers have not been selected, and it is always a hope that our profession will be recognized for the building designing.

The new construction program will repeat in many ways the program of 1940-41. There will be twenty or more new cantonments and an extended program of industrial and munitions work. The cantonments will be of the temporary type as before, built for a duration of five years. It is the plan to employ an Architect-Engineer for each cantonment, and the former Architect-Engineers may be re-employed in many instances, on the theory they, having an assembled personnel and having been through the mill, can perform more quickly and efficiently than untried practitioners.

The program for this new work is now being made ready and will be started as soon as the appropriations are made.

It should be noted here that R. H. Tatlow has been appointed to the Construction Advisory Board to succeed Mr. Francis Blossom, resigned. Mr. Tatlow has been with the Department since the beginning of the defense program, and is excellently fitted to sit as a member of the Committee that recommends Architect-Engineers for the projects.

The new Navy program undoubtedly will be carried out as before. That Department has given contracts directly to some architects in private practice, and some others have been employed in connection with projects arising out of the Navy program. The number employed directly on the new program probably will not be great.

It should be recorded that a considerable number of architects have been employed for private or semi-private work growing out of the Army and the Navy projects, such as airplane and other factories and industrial plants.

The defense housing matters seem to stand as before. Funds just appropriated for the Lanham Act housing have doubled the appropriations made for 1940. Other appropriations will bring the total amount available in 1941-42 for defense housing to approximately the amount appropriated in 1940.

No changes in policy with respect to employing architects and practitioners of the other planning professions for the defense housing work have been

* This term denotes the architect or engineer who has been employed by the Army for a defense project.
announced. It may be presumed that the U.S.H.A. will continue to employ private practitioners, but is offering employment to them at terms and under conditions which neither The Institute nor the other planning societies can accept as fair. This is particularly true of the terms it is offering for Lanham Act defense projects.

The joint committee of The Institute, The American Society of Civil Engineers, the American Society of Mechanical Engineers and the American Society of Landscape Architects which has been working for more than ten months on defense matters, presented to the United States Housing Authority as long ago as January 31, 1941 a form of cost-plus-fixed-fee agreement which it had developed for employment of architects and members of other planning professions on defense housing matters. The form was based somewhat on the agreement used by the Army for employing the Architect-Engineers. Since January 31, the joint committee has endeavored to reach an agreement with the Authority, without success.

On February 7 the Committee submitted a schedule of fees, with and without supervision, for projects based on its form of contract.

The contract forms and schedules of fees were submitted for all defense housing projects, whether they were for Lanham Act projects or otherwise.

After these forms and schedules were submitted in compliance with the request of the Housing Administrator, the Authority notified the committee that the defense low-rent housing program of U.S. H.A. would take precedence over its defense housing work under the Lanham Act, and that it did not wish to give present consideration to the form of contract and the fees for the Lanham Act projects. This seemed so unfortunate to the Committee that it sought a hearing with the Federal Works Administrator, John M. Carmody, and, at a conference with him, submitted the forms of contracts and schedule of fees it had presented to U.S.H.A. nearly a month before. This conference was held late in February. On March 17 Mr. Carmody wrote the Committee that its submissions would be considered by a committee appointed by him. The composition of that committee was not given out.

The matter stands thus at the present time.

Meanwhile U.S.H.A. has been making contracts under its own terms and conditions which The Institute and the other societies concerned consider unjust to the professions and the public. Members can judge for themselves, for the schedules set out by the societies and their proposed agreements and those being used by U.S.H.A. are both published elsewhere in this issue. The full correspondence between the societies and U.S.H.A. and Mr. Carmody is also printed in this issue.

In considering the schedule of fees proposed by the societies, it must be remembered that any proposed fixed-fee set out in these particular schedules is not profit, for it contains all of overhead, all of architect's salary, and some items of direct expense. It is based on normal architectural practices over periods of years and on services performed on many types of structures. It is based on the experiences of many architects in every part of our country, and is just as representative of the experiences of the other planning professions as it is of the architectural professions. It is not subject to reduction on account of repetitions in plans and design, or other similar circumstances. These are items of reimbursable costs, and the Authority would derive every benefit of lowered cost that would occur.

The Committee is hopeful that the results of Mr. Carmody's study of the proposed agreements will be such that the interested societies can recommend them to their members without equivocation.

Edwin Bergstrom,  
President
A JOURNAL OF THE A. I. A.

CORRESPONDENCE BETWEEN FEDERAL WORKS AGENCY, UNITED STATES HOUSING AUTHORITY, AND JOINT COMMITTEES OF THE AMERICAN INSTITUTE OF ARCHITECTS, AMERICAN SOCIETY OF CIVIL ENGINEERS, AMERICAN SOCIETY OF MECHANICAL ENGINEERS, AND AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS—CONCERNING U. S. H. A. CONTRACTS AND FEES FOR PLANNING SERVICES ON DEFENSE HOUSING PROJECTS.

To the Federal Works Agency

January 31, 1941

Dear Mr. Shire:

The joint committee of The American Institute of Architects, the American Society of Civil Engineers, the American Society of Mechanical Engineers, and the American Society of Landscape Architects, transmits herewith for your consideration:

A. A form of cost-plus-fixed-fee agreement for U.S.H.A.-Aided Low Cost Housing;

These forms of agreement have been agreed on by the joint committee of fifteen members after many meetings and discussions over the last six weeks. They represent the societies' best judgment of the terms of cost-plus-fixed-fee agreement that would be fair and equitable to the public and the planning professions. They were developed from the form for agreement for defense housing suggested by you, from the form we submitted to Mr. Carmody last fall, and from the one in use by the War Department for its contracts for professional services on defense matters.

The agreements are similar in form and conditions and:

1. Offer collaborative services of an architect, a civil engineer, a mechanical engineer, and a landscape architect on such project, with one of the collaborators acting as coordinating authority and the signer of the agreement of employment as party of the second part. Each of the collaborators and the service he is to perform is to be approved by the Authority;
2. Offer supervision and superintendence by the collaborators. If the Authority does not desire the collaborators to provide either or both of these services, then that fact is to be set out in Article 13 of this agreement. This requires only one form of agreement.
3. Make reimbursable the portion of management and general operating expenses that is applicable to the period of producing the drawings and of administering the job, whether or not supervision is included. The remainder of cost of management and of general operating expense is included within the fixed fee;
4. Make the responsibilities of the collaborators more specific and stringent than heretofore, by making the collaborators responsible for deviation from Authority's written orders.

The fixed fees, including the portion of the cost of management and of general operating expense not reimbursed, are being determined from a careful study of experiences and of fees previously recommended by the societies to their members.

The fixed fees we expect to propose as equitable do not accompany either of these forms, but can be determined and offered after agreement is reached on the general terms on which the fees must be based.

We respectively offer these drafts in the hope that you will approve their general terms, and that thereafter we can agree on the schedule of fees. Each of the societies then can recommend to its members the contract form and schedule of fees as we desire to do.

Very truly yours,

The American Institute of Architects
(S) Edwin Bergstrom
American Society of Civil Engineers
(S) Walter E. Jessup
American Society of Mechanical Engineers
(S) M. X. Wilberding
American Society of Landscape Architects
(S) A. D. Taylor

Federal Works Agency,
United States Housing Authority,
Attention: Mr. A. C. Shire, Director,
Technical Division, North Interior Building.

To the Federal Works Agency

February 7, 1941

Dear Mr. Shire:

The planning professions, represented by The American Institute of Architects, the American Society of Civil Engineers, the American Society of Mechanical Engineers, and the American Society of Landscape Architects, submit, herewith, for your consideration and approval, the Schedule of Fees for use in connection with the forms of cost-plus-fixed-fee contracts (revised to January 30, 1941) recently submitted to you.

The Schedule of Fees includes housing projects under the Lanham Act with and without supervision, and inclusive of overhead; and projects under the low cost housing program with and without supervision, but inclusive of overhead in each case.

These fees have received long consideration by the joint committee representing the societies and are their mature judgment of what we can recommend to our members as fair and just to the public and to the planning professions. The Schedule of Fees will be Exhibit C attached to the contract forms.

By including all overhead in these fees, the provisions of Appendix D, providing for percentage of direct cost to be added to the fixed fee, will be deleted.
Other matters in connection with the contract forms to which you called attention in your letter will be considered with you at any time by the joint committee.

Very truly yours,

The American Institute of Architects
(S) Edwin Bergstrom

The American Society of Civil Engineers
(S) Walter Jessup

American Society of Mechanical Engineers
(S) M. X. Wilberding

American Society of Landscape Architects
(S) Markley Stevenson

Federal Works Agency,
United States Housing Authority,
Attention: Mr. A. C. Shire, Director,
Technical Division, North Interior Building,
Washington, D. C.

Enclosure

Schedule of Fixed Fees Proposed for Defense Housing by the Joint Committee of the Societies

<table>
<thead>
<tr>
<th>Cost of</th>
<th>Lanham Act</th>
<th>Low Cost</th>
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<tr>
<td>Specific Part</td>
<td>Without Supervision</td>
<td>With Supervision</td>
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<td>Work</td>
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<tr>
<td>100,000</td>
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<td>12,100</td>
</tr>
</tbody>
</table>

(Average maximum price per unit, $3,500.00)

The fees for number of dwelling units between those given above shall be correctly interpolated.

The fees so computed are maximum fees and shall be equitably adjusted downward upon the basis of the amount of work that will be required of the Architect on a specific project and in accordance with local conditions.

Although the fixed fee is based on the number of dwelling units, it constitutes compensation for all architectural work to be performed for the project, including such other features as community or administration buildings.

From the United States Housing Authority

February 4, 1941

Mr. Edwin Bergstrom, President, A. I. A.
Mr. A. D. Taylor, Director, A. S. L. A.
Mr. M. X. Wilberding, A. S. M. E.
Mr. Walter Jessup, Field Secretary, A. S. C. E.

Gentlemen:

We have read over the draft (revised to January 30, 1941) of Professional Service Contract. Our immediate reaction, on a first reading, is that this is a clear, carefully worded document, and of particular interest because of its approach to a collaborative service by a professional group representing the important technical services needed. With this latter idea we are in full sympathy, as we believe you know.

We are not yet prepared to make any positive statements on the acceptability to the United States Housing Authority of the wording used in this contract, or even of some of the paragraphs themselves. As we explained to you, a document such as this must be subject to scrutiny by legal and auditing officials, and the wording suited to administrative procedures deemed necessary or advisable in governmental work.

We are glad to set down for future clarification a few points which occur to us as we read the contract form.

Why has an electrical engineer been omitted from the collaborating group?

In Article 2 it may be necessary to set forth someone, presumably the architect, who shall be responsible for the performance of the group, unless the group as a partnership or corporation is to be "party of the second part."

It may be advisable to tie in approvals by the United States Housing Authority in order that difficulties caused by unauthorized approvals by "Local Authority" shall not arise.

Exhibit B makes the civil engineer responsible for surveys and property and topographical maps, whereas Article
Gentlemen:

Our immediate problem is the determination of a form of contract and schedule of fees for our regular USHA-aided projects. From the United States Housing Authority.

Mr. John M. Carmody, Administrator, Federal Works Agency, Washington, D. C.

February 21, 1941

Dear Mr. Carmody:

This will confirm an appointment with you at your office at 2:15 P. M. on Tuesday afternoon, February 25, 1941, for Mr. Frederick H. Fowler, President, American Society of
Civil Engineers; Mr. A. D. Taylor, immediate Past President
American Society of Landscape Architects; Mr. Warren
McBryde, immediate Past President of the American Society
of Mechanical Engineers; and myself.

These four represent the joint committee of the organizations mentioned which has been developing a basis for collaboration among the professions to aid the Government on its low cost housing and its defense housing programs.

We would wish to discuss with you the matters concerning the collaborative procedures contained in the attached correspondence with the United States Housing Authority.

We also enclose a graph showing comparative schedules of fixed fees, based on schedules of fees paid by U.S.H.A. on those approved by the societies, etc. Each is appropriately designated, and each includes all overhead and other costs not directly chargeable to the projects as reimbursable. Each is based on complete supervision.

Sincerely yours,
Epwin Bercstrom, President

Enclosures
Letter of January 31, to Mr. Shire.
Form of Contract—Low Cost Housing and
Form of Contract—Defense Housing, with Appendices as follows:

Division of Responsibilities and Work
Schedules of Fees

Letter of February 4, signed by Messrs. Shire and Rodier.
Letter of February 7, to Mr. Shire
Letter of February 18, signed by Mr. Seaver
Graph showing comparative schedules of fixed fees.

From the Administrator

March 17, 1941

Mr. Edwin Bergstrom, President
The American Institute of Architects
1741 New York Avenue
Washington, D. C.

My dear Mr. Bergstrom:

Apparently the proposals made by you and the representatives of the other professional societies who visited me recently do not admit of a simple solution that will be acceptable all around to our people here. In order best to determine how to get at it, I asked one of my associates who has had a great deal of experience in professional work himself and with professional people at various levels of Government, to make preliminary inquiry and some recommendations. I quote from his memorandum:

"... I feel the arrangement proposed by the societies will represent an expensive way to secure the necessary professional and technical services required for the work. I believe strongly in the use of experts and have employed many of them in connection with local projects, but have never felt it wise to enter into a contract for joint service on such an all-embracing scale."

Inasmuch as any arrangements entered into by one of the units of this Agency for large scale employment of consultants will affect in one way or another arrangements of all of them, I am setting up a representative committee here to review your proposal, or to get from you and your colleagues any additional information or statements that they and you feel will assist them in their inquiry.

Sincerely,

(S) John M. Carmody
Administrator

To the Administrator

April 9, 1941

Mr. John Carmody, Administrator
Federal Works Agency
Washington, D. C.

Dear Mr. Carmody:

I am writing this letter as Chairman of the joint committee representing the technical planning professions of Architecture, Civil Engineering, Mechanical Engineering, and Landscape Architecture.

Following the conference of this joint committee with you at your office on February 26, I have received your letter of March 17. I note that copies of your letter have been sent to the representatives of the other professions represented at the conference.

We greatly appreciate the further consideration which you have given to this matter and your desire to reach an equitable solution through your appointment of a special committee charged with the responsibility of further analyzing these questions and making a report to you. We hope that this report from your special committee will be made at an early date and that an immediate future conference following that date, may be procured with you to be attended by representatives of these professions.

We greatly appreciate the further consideration which you have given to this matter and your desire to reach an equitable solution through your appointment of a special committee charged with the responsibility of further analyzing these questions and making a report to you. We hope that this report from your special committee will be made at an early date and that an immediate future conference following that date, may be procured with you to be attended by representatives of these professions.

I note that you are fully in touch with the procedure which is now being followed by the U.S.H.A. in which the U.S.H.A. is engaged in the employment of members of these professions on Defense Housing under a form of contract and a schedule of fees that has neither been discussed with, nor approved by these professions. On the other hand the U.S.H.A. has officially stated to these professions that it will only discuss with us questions of contract form and of fees relating to the regular low rent housing program, to which the developments of the Defense Housing program is taking precedence.

It seems to us unfortunate that we should not have had an opportunity to discuss with the U.S.H.A. this important question of contract form and of proper fees for the services of these professions on defense housing projects—in connection with which planning work is being expedited.

As spokesman for these professions, we raise for your consideration the question as to whether this is a proper procedure on the part of the U.S.H.A.
April, 1941

A JOURNAL OF THE A. I. A.

To these professions it seems most important that these questions concerning contract forms and fees for defense housing whether under Lanham Act or otherwise, should be settled at the earliest possible date. Any assistance which you can give to us in expediting this procedure in a proper manner in the interest of the Government and of the professions, we will greatly appreciate.

Sincerely yours,

Edwin Bergstrom, Chairman, Joint Committee
THE AMERICAN INSTITUTE OF ARCHITECTS
AMERICAN SOCIETY OF CIVIL ENGINEERS
AMERICAN SOCIETY OF MECHANICAL ENGINEERS
AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS

NOTICE TO MEMBERS

THE AMERICAN INSTITUTE OF ARCHITECTS

CONCERNING AMENDMENTS OF BY-LAWS

Notice is hereby given that the amendments of the by-laws set out hereinafter in this notice will be submitted to the annual convention of The American Institute of Architects for adoption, at Yosemite Valley, California, on May 18 or 19, 1941.

This notice is given in accordance with the provision of chapter XVII, article 1, section 1(a) of the by-laws.

CHARLES T. INGHAM, Secretary
April 16, 1941

EXPLANATORY

Words underlined are new and are to be inserted in the existing by-laws.
Words with a line drawn through them are to be deleted from the existing by-laws.

The purpose or effect of each amendment is stated in the “Comment” that accompanies the amendment.

The resolution for adopting each amendment is set out in italics in an indented paragraph at the end of each amendment.

AMENDMENTS OF BY-LAWS

Relating to Annual Dues of Members in Military
Service

Comment: Amendment 1. that follows is proposed by The Board. Its purpose is to give The Board power to remit the dues of a corporate member of The Institute engaged in the military services of the United States.

1. Amend chapter 1, article 2, section 5, paragraph (b) as follows:
   Add the following new paragraph:
   The Board may remit from year to year the annual dues of any corporate member while he is actively engaged in the military, naval, aviation or maritime service of the United States of America, and for a period of six months after his return to civil life.

   Proposed Resolution
   RESOLVED, That the seventy-third convention of The American Institute of Architects hereby adopts the amendment of chapter 1, article 2, section 5, of the by-laws of The Institute as the said amendment appears in The Secretary’s Notice of Amendments dated April 16, 1941, and the said by-laws hereby are declared amended accordingly.

Relating to Termination of Corporate Membership
After Conviction of a Felony

Comment: Amendment 2. is proposed by The Board. Its purpose is to terminate the corporate membership of a member who has been tried and found guilty of committing a felony.

2. Amend chapter II, article 1, section 11, as follows:

   Section 11. Termination of Corporate Memberships.

   A corporate membership shall be terminated by the death of the member, by his resignation, by his conviction of a felony, or by his default under the conditions prescribed in these by-laws, and it may be terminated by action of The Board after it finds him guilty of unprofessional conduct.

   Proposed Resolution
   RESOLVED, That the seventy-third convention of The American Institute of Architects hereby adopts the amendment of chapter II, article 1, section 11 of the by-laws of The Institute, as the said amendment appears in The Secretary’s Notice of Amendments dated April 16, 1941, and the said by-laws hereby are declared amended accordingly.
Relating to Delinquent Chapters

Comment: The Amendment 3. that follows is proposed by The Board. Its purpose is to permit The Institute to take appropriate regulatory action with respect to delinquent chapters which have failed to hold meetings, elect officers, and function otherwise.

3. Amend chapter V, article 1, section 1, as follows:

Change the designations of the present paragraphs (c), (d), and (e) to (d), (e), and (f);

Add new paragraph (c) as follows:

(c) Delinquent Chapters. Should the executive committee of any chapter fail to hold an annual election of officers, or otherwise grossly neglect the prescribed functions of a chapter, The Secretary of The Institute may, after calling the attention of the executive committee to its delinquency, notify each corporate member of the chapter and invite a reorganization of the chapter.

Proposed Resolution
RESOLVED, That the seventy-third convention of The American Institute of Architects hereby adopts the amendments of chapter V, article 1, section 1, of the by-laws of The Institute, as the said amendments appear in The Secretary's Notice of Amendments dated April 16, 1941, and the said by-laws hereby are declared amended accordingly.

Relating to State Association Director

Comment: The Amendment 4. that follows is proposed by The Board to increase the term of office of the State Association Director from two years to three years, as in the case of regional directors.

4. Amend chapter VII, article 2, section 1, paragraph (b) to read as follows:

(b) The term of office of the state association director shall be three years.

Proposed Resolution
RESOLVED, That the seventy-third convention of The American Institute of Architects hereby adopts the amendment of chapter VII, article 2, section 1(b), of the by-laws of The Institute, as the said amendment appears in The Secretary's Notice of Amendments dated April 16, 1941, and the said by-laws hereby are declared amended.

Relating to Applications for State Association Membership

Comment: Amendment 5. that follows is proposed by the written petition of not less than one percentum of the total number of corporate members in good standing in The Institute, in accordance with the provisions of chapter XVII, article 1, section 1, paragraph (c).

5. Amend chapter II, article 2, section 2 by striking out all of the paragraph under "first" after the word "approved" and substituting therefor new paragraphs (a) and (b) as follows:

first, the application of such membership is approved

(a) by a majority of the chapters of The Institute within the state by votes taken at any regular or special meeting thereof held within a period of time fixed by The Secretary; or, in the event of the failure of a majority of such chapters to vote

(b) by a majority of the corporate members of The Institute in good standing in the state, by means of a letter ballot vote of such members secured by The Secretary;

Proposed Resolution
RESOLVED, That the seventy-third convention of The American Institute of Architects, hereby adopts the amendments of chapter II, article 2, section 2, of the by-laws of The Institute, as the said amendments appear in The Secretary's Notice of Amendments dated April 16, 1941, and the said by-laws hereby are declared amended accordingly.

EDITING OF BY-LAWS

With respect to Amendments adopted by the Seventy-third Convention

Comment: The preceding proposed amendments to be offered for adoption by the seventy-third convention do not include amendments of text and details of form contained in various provisions of the by-laws which relate directly or indirectly to the subject matter of the amendments. It is desirable to give to The Secretary of The Institute the power to edit any relevant and unamended provisions of the by-laws for the purpose of making them consistent with the amendments adopted by the convention.

Proposed Resolution
RESOLVED, That the seventy-third convention of The American Institute of Architects hereby authorizes and directs The Secretary of The Institute to edit the by-laws of The Institute for the purpose of making the form and text thereof consistent in principle and in detail with the amendments of the said by-laws adopted by the seventy-third convention of The Institute.
Notice of Convention and Nominations by Petition

THIS is final notice that the seventy-third convention of The Institute will be held in the Yosemite Valley, California, May 17, 18, 19, 1941, concluding in Los Angeles with the annual dinner on the evening of May 21.

As announced in the February number of The Octagon, (page 38), the offices to become vacant at the time of the seventy-third convention are those of The President, The Vice-President, The Secretary, The Treasurer; of Regional Directors of the Great Lakes, Middle Atlantic and Western Mountain Districts, and of State Association Director.

Under the procedure of The Institute nominations for directorships are not published in The Octagon. Such nominations will be made from the floor of the convention.

All nominations by petition for offices other than for directorships which were received at The Octagon on or prior to the last day for filing such petitions—April 6, 1941—are listed as follows, and were made in accordance with the provisions of chapter VI, article 4, section 1 of the by-laws:

For President and Director:

Richmond H. Shreve, New York, N. Y.

By members of the Baltimore, Boston, Brooklyn, Buffalo, Central Illinois, Central New York, Central Texas, Chicago, Colorado, Detroit, Florida Central, Florida North, Georgia, Grand Rapids, Kansas, Kansas City, Kentucky, Louisiana, Minnesota, Montana, New York, North Carolina, Northern California, Oklahoma, Oregon, Philadelphia, St. Louis, Santa Barbara, South Carolina, South Georgia, Spokane, Tennessee, Toledo, Washington State, Westchester, and Wisconsin Chapters.

For Vice-President and Director:

Walter R. MacCornack, Cambridge, Massachusetts.

By members of the Alabama, Boston, Colorado, Florida North, Georgia, Kansas, Kansas City, Minnesota, Montana, Northern California, Oregon, St. Louis, Santa Barbara, South Carolina, Spokane, and Washington State Chapters.

For Secretary and Director:

Charles T. Ingham, Pittsburgh, Pennsylvania.

By members of the Alabama, Colorado, Florida North, Georgia, Kansas, Kansas City, Minnesota, Northern California, St. Louis, Santa Barbara, and South Carolina Chapters.

For Treasurer and Director:


By members of the Alabama, Florida North, Georgia, Kansas, Kansas City, Minnesota, St. Louis, and South Carolina Chapters.

Announcement of Desirable Amendments of Arbitration Provisions of General Conditions of the Contract

INFORMATION received from the American Arbitration Association makes it clear that certain court decisions have been rendered indicating a loophole in our present Standard General Conditions regarding arbitration. The intention was to provide for arbitration of all the architect’s decisions excepting only those relating to artistic effect. It was also intended to provide for equally broad arbitration of disputes arising between the general contractor and his subcontractors.

In some cases a dispute arises in a contract where the architect is non-existent or where his decision is not involved in the matter under dispute between the general contractor and the owner or between the general contractor and a subcontractor.

Court decisions indicate that in such cases a very limited interpretation is placed upon the Standard General Conditions as to the matters on which arbitration is to be considered mandatory. This unintended loophole in the General Conditions as now drafted in the Fifth Edition and previous editions will be corrected in the next edition.

Meanwhile it would seem desirable for architects to take care of the situation by inserting a new
amending Article 45 on page 10 of the General Conditions, as follows:


(a) Amend Article 37, sub-paragraph (o), first sentence, by adding a clause reading as follows: “provided, however, that a decision by the architect shall not be a condition precedent to arbitration.”

(b) Amend Article 39, by adding a fifth paragraph, reading as follows: “Where an architect’s decision or instructions are not required or are not available within a reasonable time, any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration.”

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**Annual Meeting - The Producers’ Council, Inc.**

In accordance with long-standing custom, The Council will hold its 1941 Annual Meeting in conjunction with the 73rd Convention of The American Institute of Architects, which will be held in the Yosemite Valley, California—May 17-19.

The first part of The Council’s Meeting, however, will be held at the Stevens Hotel in Chicago, on May 7, 8, and 9, prior to the departure for the Yosemite sessions.

Headquarters for The Council at Chicago and the Chicago sessions will be at the Stevens Hotel. The Council will have the entire use of the Lower Tower Ballroom for Registration and a gathering place—and the Upper Tower Ballroom, one flight above—as a meeting place.

Reservations at the Stevens Hotel should be made directly to L. B. Raugh, Convention Department, Stevens Hotel, Michigan Boulevard at Balboa Drive, Chicago, Illinois—referring to The Council Meeting.

Reservations for the A.I.A. Convention Tour, leaving Chicago May 12, arriving at Yosemite May 16—and leaving Yosemite May 20 arriving Los Angeles May 21, should be made directly to The American Institute of Architects, 1741 New York Avenue, N. W., Washington, D. C., (or routed through The Council Office).

Hotel reservations at the Yosemite for those not taking the Convention Tour should be made directly to the Yosemite Hotels. Complete information on this and the Convention Tour will be found in the January 1941 issue of The Octagon.

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**Twentieth Annual Convention of the N. C. A. R. B.**

The National Council of Architectural Registration Boards will hold its Twentieth Annual Convention simultaneously with the seventy-third convention of The Institute.

The first day’s meeting will be held at the Stevens Hotel in Chicago at 9:30 A.M. on Sunday, May 11.

On Monday, May 12, most members of the Council will board the Convention special train which leaves Chicago at 10:00 A.M.

The second day’s meeting of the Council will be held at the convention headquarters hotel in Yosemite Valley, California, at 9:30 A.M. on Saturday, May 17.

It is hoped that all members of the Council will attend the seventy-third convention of The Institute, as well as the Council meetings.
New State Association Members

The Alabama Association of Architects was elected a state association member of The Institute, effective March 18, 1941.

The officers of the Association are:
President: Raymond C. Sizemore, 115 South Union Street, Montgomery.
Vice-President: Paul W. Hofferbert, 220 South 8th Street, Gadsden.
Vice-President: T. Cooper Van Antwerp, 216 1/2 St. Francis Street, Mobile.
Secretary-Treasurer (Pro tem): Clyde C. Pearson, 7 Moorland Road, Montgomery.

The Missouri Association of Architects was elected a state association member of The Institute, effective April 15, 1941.

The officers of the Association are:
President: Harry Satterlee Bill, Columbia.
Vice-President: Ewald Froese, 3605 Laclede Avenue, St. Louis.
Secretary: Austin H. Welch, P. O. Box 52 Jefferson City.
Treasurer: Lewis P. Andrews, Barry Building, Sedalia.

The New York State Association of Architects was elected a state association member of The Institute, effective April 15, 1941.

The officers of the Association are:
President: James Kideney, 505 Franklin Street, Buffalo.
Vice-President: Charles Ellis, 606 City Bank Building, Syracuse.
Vice-President: C. Storrs Barrows, 217 East Avenue, Rochester.
Vice-President: Charles C. Platt, 221 West 57th Street, New York City.
Vice-President: Maxwell A. Cantor, 373 Fulton Street, Brooklyn.
Secretary: John Briggs, 101 Park Avenue, New York City.
Treasurer: M. W. Del Gaudio, 545 Fifth Avenue, New York City.

Syracuse University—Summer Sessions

The Department of Architecture of Syracuse University will conduct courses in Architecture for a limited number of students during the Summer Session of 1941.

The session will begin July 7 and will cover a six weeks period of study.

The following courses will be offered:

Courses in art history, drawing, painting, modeling, etc., will be given in other departments of the College of Fine Arts.

A bulletin of information may be obtained upon request to the Director of Summer Sessions, Syracuse University, Syracuse, N. Y.

Cranbrook Academy of Art Scholarships

The Cranbrook Academy of Art announces that it will award a limited number of resident scholarships, on a competitive basis, for study in its advanced departments of architecture, sculpture, and painting for the school year 1941-42. These scholarships are valued at $900 each. For information write Richard P. Raseman, Executive Secretary, Cranbrook Academy of Art, Bloomfield Hills, Mich.
Appreciation of Chester Aldrich

CHESTER ALDRICH was an idealist. I learned this long ago when, in our young manhood, we first met. His brother Richard was my colleague and friend and he made us acquainted on the eve of Chester's departure for Paris and the Ecole des Beaux-Arts. We took counsel together as to the career upon which he was embarking. I cannot pretend to remember all that passed between us but I do remember that—at the very outset he had hitched his wagon to a star and was resolute to abide by a high standard. He was faithful to such a standard from the beginning to the end.

He maintained it at the Ecole, he maintained it through his period in the office of Carrere & Hastings, and right nobly he maintained it when he and Wm. Adams Delano joined forces in 1903, forming a memorable partnership. I have never know where either of them left off and the other began. They have always seemed to me to design their buildings with one mind and one spirit. Some years ago I had the happy experience of exploring a number of their many houses on Long Island. What struck me about them all were their dignity and charm, their serene elegance, their illustration of what we call, simply, good taste. I have a friend, an architect, whose belief is that there is such a thing as "a gentleman's house'. Chester Aldrich held that belief and he and his partner lived up to it. It has been so whether they have built in the country or in the town. If you want to see a perfect example of the idea, go through the Union Club. It is one of many monuments to Delano & Aldrich's dedication to taste and beauty.

Chester had a passion for beauty and at the same time, like every good architect, he was intensely practical. I recall our visiting together the Union Club, which his partner had designed. He was proud of the elements of tradition in the handsome rooms but he was particularly gleeful over the newly invented electrical device which caused a pantry door to fly open as one approached it, with no need of the touch of a hand. Chester was almost boyishly pleased with it. He was, indeed, a constructive architect, concerned with the integrity of a plan, with the relation of a building to its site, but, as I have said, he was above all things concerned with beauty. This sense of beauty, allied to practical requirements, showed itself in the Colony Club, which he designed in 1915. The program was a difficult one but he threw himself into the task of solving it with enthusiasm. It stands today as a monument to his architectural good sense and love of beauty.

It was this that led to his love of Italy; to his establishment of a sanctuary at La Verna, where he was wont to spend his holidays and where, characteristically, he raised funds to provide the Franciscan Monastery with a new organ; and ultimately to his directorship of the American Academy in Rome. He used often to write me from there and there are many passages in his letters which breathe of his happiness in the country. Here is one of them:

"I wish you were going to join us tomorrow in our motor to Cavi, with a picnic lunch, in spring sunshine, on the steps of the beautiful little temple of Hercules, and then to walk down the slopes of the mountain, overlooking the (former!) Pontine Marshes to cyclopaen Norba and then down to tea with Prince Bassiano at his enchanting Ninfa, which Gregovonius called the Pompeii of The Middle Ages."

I quote the fragment for its indication of what was characteristic of Chester Aldrich, his saturation in the magic of the Italian scene. He was always moving about in it, seeing things, rejoicing in the landscape and the monuments, visiting friends like the Italian he mentions or like our great critic of Italian art, Bernard Berenson, and everywhere making allies for the Academy. He had fixed in his mind and heart the conception of that institution formed by McKim. I know what that conception was because I often talked with the founder when he was launching it. The Academy, he would say, was not created to teach the rudiments but to enrich the imagination of finished men. He did not want them to try to be little Bramantes, little Michael Angelos, little Raphael. He wanted them to look about them, to think and feel under the impact of beauty. I remember a meeting with McKim at an especially lovely moment in the garden of the Villa Doria pamphili. "How beautiful it all is", he murmured. "How beautiful it all is." That murmur was ever echoing in the inward ear of Chester Aldrich. It strongly tinc-
tured the thoughts and the sensations which came to him amid the marvels of Italy; and the inspiration that Italy gave him, the faith in tradition which it nurtured in him, he passed on to the men under his care at the Academy, an enthusiast communicating his ardor. He continued to be thus devoted down to the time of his death. In another letter, written after the war included Italy, he says:

"As for ourselves"—meaning his gallant sister, Amey, as well as himself—"we are, as you see, still holding the fort, looking after the Academy's properties and its future."

He looked after more than the Academy's properties: he looked after its soul. For Chester Aldrich was a spiritual man. I think of more than one evidence of this. The sweetness of his character. His generosity in speech about others. His giving of himself to the interests of the Kips Bay Boys' Club. His and his sister's personal support of the farm on Staten Island, where they gave boys who had been dismissed from the hospitals for lack of room a chance to recuperate; there are many boys today who owe their health to Chester's and Amey's generosity. His way of living by the affections. His true gift for friendship. It is all summed up in the word "goodness". We take that for granted in our friends but sometimes it is so active an agent in the governance of a man's life that one is moved to pay articulate tribute to it. It was thus active in Chester Aldrich's life. He was busy in diverse directions, in architecture, in the Academy, in music, in philanthropy, in social life. He could be gay and witty. He was a man of his time and had his share of sophistication. But it was to the high admonition of his inner self that he gave heed. If, wherever he went, he diffused an atmosphere of goodness, it was because he kept himself unspotted from the world.

From an address by Royal Cortissoz.

### Members Elected, Effective April 12, 1941

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* Readmission.

### Exhibition—"An Architect's Education"

A

Exhibition affording a graphical representation of an architect's education will be presented in the galleries of the City Art Museum, Forest Park, St. Louis from May 15 to June 1 under the auspices of the Washington University School of Architecture and the Scarab Fraternity.

The purpose of the exhibition is the presentation of the sequence, content and coordination of the wide variety of studies which enter into an architect's education. This will be shown by means of rendered projects, structural drawings, models, water colors, delineation and diagrammatic material showing the interrelation of the courses with each other and professional practice.

Another purpose of the Exhibition is to emphasize to the public the importance of architects' services.
OBJECTIVES OF COMPONENT ORGANIZATIONS

Foreword: The Board of Directors at its meeting in May 1940, adopted the report of the Committee on Objectives of Component Organizations which related to the development and coordination of work between the state associations and the chapters in the states. It directed that the report be issued in the form of an Institute document on condition that the provisions contained therein shall be advisory and not mandatory with respect to the chapters and state association members.

The document is published below as of general interest to the membership and will be available in separate form.

An exact division of activities between the chapters of The Institute and its state association members is neither possible nor desirable. Each organization is interested in every matter that concerns the profession of architecture, and when the matters are of major importance, the two should act jointly.

Chapters and state association members should engage in activities other than those listed if they so desire. The division of activities hereinbelow set out is advisory and not mandatory, and if followed will result in the least overlapping of effort.

ACTIVITIES OF CHAPTERS

THE CHAPTERS WOULD SEEM TO BE PARTICULARLY FITTED TO TAKE THE INITIATIVE IN THE FOLLOWING ACTIVITIES:

Ethical Relations in the Profession
- Aesthetic.
- Professional competitions—for the selection of an architect.

Legislation
- Legislation—national.
- Protection of private practice—from encroachment by federal governmental bureaus and others.

Education
- Student education—such as support of architectural schools, scholarships, design competitions, ateliers.
- Educational competitions—such as those for students, for public service or for the development of a commercial product.

Relations with the Building Industry
- Recognition of craftsmanship—by medals or honor awards.
- Technical problems—such as use of new materials and standards.
- Business practices—such as office practice, accounting, contracts.

ACTIVITIES OF STATE ASSOCIATION MEMBERS

THE STATE ASSOCIATION MEMBERS WOULD SEEM TO BE PARTICULARLY FITTED TO TAKE THE INITIATIVE IN THE FOLLOWING ACTIVITIES:

Business Relations in the Profession
- Bulletin.

Legislation
- Legislation—state.
- Registration law enforcement.
- Protection of private practice—from encroachment by state bureaus and others.

JOINT ACTIVITIES

THE FOLLOWING ACTIVITIES WOULD SEEM TO BE DESIRABLE FOR BOTH THE CHAPTERS AND THE STATE ASSOCIATION MEMBERS, WORKING THROUGH JOINT COMMITTEES WHENEVER PRACTICABLE:

Ethical Relations in the Professions
- Ethical standards—as between the architect and the public, the architect and his fellow practitioners, and the architect and the other professions.
- Disciplinary actions.
- Personal fellowship.
April, 1941

A JOURNAL OF THE A. I. A.

Business Relations in the Profession
Interprofessional relations—by cooperation with engineers, landscape architects, artists.
Recommended fees.
Membership.

Relations with the Public
Public education—such as lectures, radio broadcasts, exhibitions, publications.
Honor awards—by professional or lay juries.
Community development—such as city planning, zoning, housing.

Legislation
Legislation—local.
Protection of private practice—from encroachment by local bureaus and others.

Educational
Education of the architect—in professional conduct, business procedure, planning, etc.

Relations with the Building Industry
Cooperation with other units of the building industry—such as The Producers’ Council, building congresses, labor organizations.

With The Chapters

News Notes from Chapter Secretaries

Florida Central.
The annual meeting of the Chapter was held at the office of Norman F. Six, in Tampa, on March 1, 1941. This meeting was preceded, as usual, by a meeting of the Executive Committee.
Ten members and four associates attended the meeting; Charles W. Fulwood, Jr., President, presiding.
The election of three Institute members and six associates was the main accomplishment for the year 1940.
The following officers were elected for 1941: President, Norman F. Six; vice president, James Gamble Rogers II; secretary and treasurer, Carl N. Atkinson; director 1941-1944, Charles W. Fulwood, Jr.; director 1941-1942, Archie G. Parish.
Franklin O. Adams and Norman F. Six, of Tampa, were elected member delegates to the 73rd Convention.

Carl N. Atkinson, Secretary

Grand Rapids.
The Chapter held a meeting at the Morton Hotel in Grand Rapids on April 7. Special guest of the evening was Clair William Ditchy of Detroit, retiring Regional Director of the Great Lakes District.
Chapter President John Baker presided at the meeting, which followed an excellent dinner. Mr. Baker introduced Mr. Ditchy who gave an interesting talk, outlining the aims and accomplishments of The Institute and touching upon the possibilities for future achievements.

President Baker congratulated Edwin Valentine of Muskegon, and Carl Rudine, “Jim” Stewart, and “Gus” Langius of Lansing for journeying to Grand Rapids to attend the meeting.
Kenneth Welch has been elected as the Chapter’s delegate to the convention in California.

Paul Flanagan, Secretary

Kansas.
Vetoed was the bill to establish a state board for the examination and registration of architects. This bill, according to the Governor’s veto message “attempts to curtail and restrict the activities of individuals who are not architects, and subjects them to criminal prosecution under its provisions.” Because, in the Governor’s opinion the bill contains more than one subject matter, it “clearly violates . . . the Kansas Constitution.”
He continued by writing, “While I am in hearty accord with any law which would create a state board for the examination of architects, if enacted in such manner as not to interfere with the rights and privileges of other individuals, I cannot subscribe to this bill, which, at least by inference, is subject to that conclusion.”
(From The Topeka Daily Capital, April 10, 1941.)

South Carolina.
At a meeting held at Clemson College, S. C. on April 4 and 5, the following officers were elected for the year 1941:
Heyward S. Singley, President; James C. Hemphill, Secretary and Treasurer; Albert S. Thomas, Jr., Vice-President; G. T. Harmon, Director.

An affiliation with the Chapter and students of architecture is in the process of development. Architects from the Chapter will visit the School of Architecture of Clemson College at intervals to talk to the students on various subjects. Chapter members will also act as judges on the major school problems.

Heyward S. Singley, Retiring Secretary

Westchester.

The regular meeting of the Westchester Chapter was held March 25, 1941 in White Plains, N. Y.

During the meeting a vehement denunciation of certain manufacturers of building materials took place, for using, for their own benefit, illustrations of buildings designed by architects, without giving even so much as a "by-line" of credit to the architect. The Chapter felt that The Institute should endeavor to remedy this condition.

J. Bart Walther, Secretary

West Virginia.

A meeting of the Chapter was held on March 20, 1941, at the Daniel Boone Hotel, Charleston, W. V.

Edmund R. Purves, Regional Director of the Middle Atlantic District, was in attendance as a guest, and in the absence of the president of the Chapter, Mr. Purves presided.

A general discussion was held regarding the lack of activity of the Chapter during the past few years, and ways and means to improve the general condition of the Chapter were discussed. During this discussion Mr. Purves suggested that there was plenty that could be done, and that he would gladly point out to us different activities that could be undertaken.

At the end of this general discussion the nomination and election of officers for the ensuing year was held, as follows: C. E. Silling, president; Clarence C. Palmer, vice-president, and Francis G. Davidson, secretary-treasurer.

The meeting followed a luncheon sponsored by the West Virginia State Board of Architects, to which all registered architects in West Virginia were invited, for the purpose of forming a state society of architects. Mr. Purves had been invited to attend as the principal speaker for the occasion. This meeting was attended by thirty-three registered architects from all over the State and a very fine spirit of determined effort to cooperate in the advancement of all interests concerning the problems of the profession as a whole was displayed.


We are looking forward eagerly to the next meeting of the Society and are hopeful that a great deal will be accomplished in the coming months through this new organization.

Francis George Davidson, Secretary

New Book

Housing and Regional Planning.


"Beginning with a survey of existing conditions, giving important facts on available land resources in relation to future estimated population, the author considers not only city communities, but seashore and mountain resorts as well and shows how they should be laid out. To his subject Mr. Kobbe brings the accumulated knowledge and experience of two continents. Always practical and with an eye to making the most of the space available, he suggests the reclamation of marshes, prevention of erosion, fire-control, etc. Many fine photographs and line drawings show both proper and improper plans for modern housing developments, different types of small houses with allowance for variety and individuality, garden plans, parks and conservation. Here is a thoroughly complete, well constructed argument for "social service housing," a splendid exposition of a worth-while and desperately needed national building program."

(From a prospectus)