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"CONSULT YOUR ARCHITECT"

The well known slogan of "Consult Your Architect" was suggested to the American Radiator Company in 1916 by one of our editorial staff and has since become nationally famous.

"An Architect" writing for "Printers Ink" in the July 26, 1928, issue enters his protest against advertising as noted in the following article:

"I am a believer in advertising in all its manifold forms and the important things advertising has done for my profession remain unquestioned, but there is an unwritten chapter connected with certain campaigns which may not have occurred to my readers.

"Architects have entered upon an era of what I am compelled to refer to as 'interference.' People who build homes in this generation desire to specify almost every item which goes into the house. Roughshod, they ride over our professional advice and suggestions. They insist upon having their own way. They ask for this cement and that branded grade of lumber. They order the steel window frames and will have nothing but the sort of hardware they settle upon in advance. I do not think there is a single item in the building of a home which does not now come under the jurisdiction of the person who builds the house.

"Analyzing this from certain angles, it is an excellent development. Prior to the day when various raw materials were advertised to the general public, the average man paid no attention to the component parts of a house he built. He trusted to the architect. His word was law and his judgment was always respected and depended upon. Twenty years ago no home owner concerned himself with the type

of wallboard used, or the insulation of heating pipes. People admitted that all these problems were specialized subjects. Today it is quite a different story. Practically everything which enters into the building of a house is advertised to the 'consumer,' and he is accepting the invitation to look things over and to use discrimination. No longer is the architect the final arbiter. The suggestions may be listened to respectfully, but the client is quite likely to take issue at any moment and call for a contrary specification.

"From an unselfish point of view, I can see the wisdom of educational campaigns. Better homes are often constructed because the owner knows what he is talking about and refuses to permit shoddy material to be used in the house he erects.

"I know of one instance where twenty-seven items in a modern bathroom were specified in detail by a home owner. He knew exactly what he wanted from tiling to plumbing and from bath tub to lighting fixtures. Some of these items cost more than the program called for. He smilingly agreed to the additional expense.

"But there are drawbacks where we are concerned. Once it was our practice to secure a general conception of the type of house wanted, and then go ahead. Now we must have many conferences with the customer on small details.

"Estimates are not made in the former manner, because they must be based on special things which are asked for by the client. Very often, when the total cost is shown him, he finds it is necessary to retrench and to make other decisions. This calls for extra labor—an amazing amount of it.

"The power of national advertising was never so brought home to me as during the last few years, as manufacturers have been going over our heads and appealing directly to the owner of the house.

"A man and a woman came to me not long ago and stated that they desired to build a house in a suburban section. It was not a mansion by any means—just an average little edifice, characteristic of the American of moderate circumstances.

"These people had an astounding collection of data and printed matter with them. They had definitely decided, not how the house was to be built architecturally, but what materials were to go into it. And no amount of argument would change their determination personally to conduct this complex expedition.

"They specified the lumber, inside and out, by brand name. They wanted certain paints and varnishes and enamels. They had in mind the type of art shingle to use, the metal sash, the wallboard, the plumbing, the house-wiring, the plaster, the window glass, the gutter metal, the type of coal window for the basement, the furnace, the bathroom fixtures, the refrigerator, the window screens, the hardware, the radiators and the new type of covers for same, the gas range, the flooring for each and every room in that house.

"They had a list covering nine pages. Nothing was left to me or to my associates.

"They even brought along a plan which had been supplied by a certain well-known advertiser, as incorporating numerous features as to the physical make-up of their cottage.

"I felt rather helpless and stupid in the face of such limitations. Nor was their judgment entirely infallible. They specified products which I happened to know were certainly not best for the purpose. Sometimes these products clashed, but the advertising had sold them completely and rather marvelously.

"It might be inferred that it would be far easier to deal with people who know exactly what they want, even down



to nails. I can assure you this is not necessarily the case. People have some strange ideas regarding price, for one thing. They do not always reckon on it. They demand that a house shall come within a certain figure, and then proceed to specify extravagant modern appliances and materials.

"In not every case do such products and lines live up to specifications; often, at least, they differ from the conceived ideas of them arrived at by the home owner. But we are blamed.

"Modern houses are trade-marked throughout, a situation which was not true in the old days. A renting agent or a man who builds ready made houses for sale points to almost every item in a house and the insignia which stamps each as the real article.

"Before the modern house owner goes to an architect he sends for a world of catalogs, booklets, estimates and tracts, which relate to the items entering into the building of a home. It is practically impossible for him to master the intricate details of these goods in even a considerable period of time. He invariably considers them independent of other and related factors and this, I may say, influences the matter seriously.

"He sees an attractive picture in colors, for example, of a certain type of tinted art shingle and straightway demands that this roofing go on his house, although the building, architecturally, may not be in proper harmony.

"He asks for metal sash when the conditions are not mechanically propitious for it. He demands paint of a certain character, although a professional house painter might know that this was in no wise the best product to use under the circumstances. I might mention hundreds of similar instances.

"We are apparently entering upon or are well across the threshold of an age of the universal trademark. People demand a mark of identification on everything. But they are not all expert combiners and joiners.

"I can scarcely argue against the idea of familiarizing a man with the internal composition of the home which he builds for himself and pays for out of his own pocket. It is an American idea which is now almost universal in every direction. We are told to study and know about the cloth which is made into a suit of clothes; the metals which enter into the construction of a motor car.

"We have become economic students of the machinery which makes things go. We place everything we buy in a laboratory of our own and put it to a very severe test. This I believe to be the moral right of every man, every woman, who spends a dollar for anything. It will make for better merchandise and better business. Eventually, it will force manufacturers to use certain materials, or the public will not buy their products. A standard of quality will be established, and one of an exceedingly high order.

"But a house is somewhat different. You can put a certain roof on some types of homes that would not do at all for others. One dwelling will call for a certain sort of heating system, and the architect will know more about it than the man who is building the house.

"Confusion often takes place because the home owner is irrevocably set on having certain things which may not be for the best, advertising notwithstanding.

"I am a firm believer in the modern trend to dissect what you buy.

"In the end, it will drive out the manufacturers of shoddy products. Nothing can be concealed from the public. It is an idea which has given us the almost perfect low priced automobile. When a car manufacturer today states the facts about his product in his advertising, he makes a point of telling you about the essential accessories and who manufactures them.

"They are, indeed, a very valuable aid in selling his own product. They are evidences of good faith. He does not, for example, manufacture carburetors or tires or bumpers or springs or bodies, himself, but he goes to people who produce the best. And he wants you to know it. You will ask him a great many questions on these subjects in any event, and he is aware of the fact.

"If you see a makeshift house, however, with many mysteries of architecture in bold evidence, you will understand the reason. Every individual item in the building of that house has come under the personal supervision of the

owner or his good wife. And they do not always exercise sound judgment."

*Editor's Note. It is obvious that the solution of the entire problem lies in the advertiser including in his advertising matter the words, "Consult your Architect! Follow his advice, he knows our material and its proper function and application."*

### "PROPOSED STANDARDIZED MECHANIC'S LIEN ACT"

The following report of Joint Committee Representing the Three Architectural Organizations in the City of Chicago throws some much needed light on the activities of the Standard State Mechanic's Lien Act Committee, Department of Commerce.

The Committee's report is printed in full, including "Copies of opinions rendered by attorneys who have made a special examination of the proposed act."

CHICAGO CHAPTER, A. I. A.  
ILLINOIS SOCIETY OF ARCHITECTS  
ARCHITECTS CLUB OF CHICAGO

July 18, 1928.

Dan H. Wheeler, Secretary,  
Standard State Mechanic's Lien Act Committee,  
Department of Commerce,  
Washington, D. C.

Dear Sir:

The architects of Chicago representing the Chicago Chapter, American Institute of Architects, Illinois Society of Architects, and the Architects Club of Chicago have received various printed matter relative to the Second Tentative Draft of a Mechanic's Lien Act, and also Supplement to same, and in response to inquiries from your Committee, have studied same most carefully and desire to submit to said Committee through you, their Secretary, the following:

First, said Committee of Architects is very strongly inclined to believe that it is absolutely necessary that provisions be made in said Lien Law Draft for architects and engineers who prepare plans and drawings, and where for unknown reasons, the owner decides not to build. We have such a law in the State of Illinois and the architects in this State insist upon having provisions made for them as well as for contractors, material men, and laborers.

"We believe that if the architect or engineer has prepared plans and specifications in accordance with contract with the owner or corporation, he has immediately made available to the owner, material which can be used for the improvement of property. He has, in fact, performed labor for the improvement of the property and improved it in the sense that he has laid out the scheme for the work of improvement, and the specifications under which it is to be carried forward. Under the statute which gives a lien for work done (for the improvement of real property), as distinguished from work done (in the actual improvement of real property), services of this character might well, and logically, be made the basis of a lien." The above is a quotation from the Architectural Forum.

To accomplish such a possibility, it would be necessary to omit the word "improved" in the 9th line of Section 2 of the Second Tentative Draft. Also in the third line of Section 3 insert the following after the word "operations": "except the services rendered by architect or engineer, or both, also."

On page 17 we would eliminate the explanatory note No. 26.

Also insert the following, Section 4, 4th line, after the word "acquired"—"except as otherwise provided in Section 2 and 3."

The majority committee report in favor of adopting Section 5 and 6 of the Supplement to Second Tentative Draft with the exception that lines 33, 34, and 35 should be rewritten in such manner as to afford the owner better and more complete protection. The minority report suggests a complete rewriting of Sections 5 and 6 by competent lawyers in an endeavor to simplify without weakening the proposed draft.

We also desire to call the Committee's attention to Section 8 in which, when a person making a statement under oath makes a false oath, same shall be guilty of perjury and shall be prosecuted, and so forth. That is not the defini-



tion of "perjury" in the State of Illinois, and such a clause would work seriously against the adoption of this Mechanic's Lien Act in the State of Illinois.

We do not find the statement anywhere indicating who shall sue the contractor who makes a false statement.

We do not find any clause explaining who pays the costs, how taxed, and cost of attorneys fees in case of a suit for lien. There is such a clause in the Illinois Lien Law, Section 17, which definitely explains that the Court at its discretion, shall order a reasonable attorneys fee taxed as a part of the cost in favor of the lien creditor. We believe this entire Section should be included in the new Mechanic's Lien Act. The section reads as follows:

Section 17. COSTS—HOW TAXED—ATTORNEYS' FEES. The costs of proceedings, as between all parties to the suit, shall be taxed equitably against the losing parties, and where taxed against more than one party shall be so taxed against all in favor of the proper party, but equitably as between themselves; and the costs, as between creditors aforesaid in contests relative to each other's claims, shall be subject to the order of the court, and the same rule shall prevail in respect to costs growing out of all proceedings against and between incumbrances. In all cases where liens are enforced, the court shall, in its discretion, order a reasonable attorney's fee taxed as a part of the costs in favor of the lien creditor.

The Committee desires to state that they have found this clause a very valuable one inasmuch as it has been the means of stopping many mechanics liens where there was a question as to their rights in the case.

We also hand you, herewith, several copies of opinions rendered by attorneys who have made a special examination of the proposed Mechanic's Lien Act as compared with what Illinois has now. In fact, it is just in line with what will occur in every State where the new Lien Law may be submitted for approval.

We find in this comparative report many very important, essential items and desire that your Committee peruse same most carefully.

Most respectfully submitted,

Richard E. Schmidt,

Frank E. Davidson,

H. B. Wheelock.

Representing the three Architectural organizations in the City of Chicago.

#### COMMENTS

with respect of

#### SECOND TENTATIVE DRAFT OF UNIFORM MECHANICS' LIEN ACT OF THE STANDARD STATE LIEN ACT COMMITTEE OF DEPARTMENT OF COMMERCE.

##### General Observations

1. There may be many persons to whom lien acts are of interest who may not be impressed with the need for a uniform act. There are, for example, some subjects concerning which uniform legislation is of decided and obvious advantage, for example, bills and notes, corporate stock, sales, etc., for in each of the branches mentioned there is a large volume of interstate business, and it is therefore of interest to the parties involved to be able to ascertain the law of the various states without the necessity of tedious study and to proceed with their various transactions without uncertainty as to the construction to be put upon their contracts in the state or states in question.

It may be doubted whether contracts for the improvement of premises are of the same type. Such contracts are more local in their nature, and where, locally, special or different provisions are required, they can be attained by way of amendment to existing acts.

2. There is a very considerable advantage and security derived from existing lien acts by reason of the fact that they have been in existence sufficiently long to permit construction by the courts of their more important provisions. When it is considered that mechanics' lien acts are invariably strictly construed by the courts as being contrary to the common law, and also that very often the plain provisions of such acts have been changed by judicial construction, it will be apparent that the parties in interest have, under existing acts, a sense of security based on the knowl-

edge that such acts have been passed on by the courts. In short, the parties in interest pretty well know just where they stand. It has taken perhaps fifteen or twenty years, or more, to reach this point, and an equal time might elapse before the same could be said about any new act. As against this, there is of course the consideration that knowledge gained through the construction of the courts can be utilized in the preparation of the new act, so that the only points undecided would be those that differ from the ones contained in existing acts.

3. There is submitted to us a mere draft of the proposed Act, and consequently it appears to lack the coherence and the smoothness which it will no doubt ultimately be given. We have not sought in our further comment to refer to anything but substantial points.

4. The Act as drafted does not differ substantially from the existing Illinois law except in the respects mentioned in the next succeeding division hereof. In the next division, therefore, we shall set forth the points of difference, and in the following division miscellaneous comment.

#### Main Points of Distinction

1. Section 3, on page 7, in effect provides that liens shall attach as of the time of visible commencement of operations (visible commencement is defined in the last paragraph on page 5). Section 18 on page 17 gives the lien claimant priority over only such incumbrances as are not recorded, etc., at the time of visible commencement.

Under these sections it would appear that the lien of a mortgage securing a building loan recorded before visible commencement of operations would be entirely prior to mechanic lien claims to the extent of the full amount required to be advanced under such mortgage.

Under the existing Illinois Act such mortgage would have priority only as to the real estate, including improvements on it at the time of the making of the contractor's contract, and the lien claimant would have priority on the improvements erected subsequent to the date of his contract. The liens of subcontractors would attach as of the time that the lien of the principal contractor attaches, which would be the date of the principal contract. To illustrate, a building loan of \$10,000 is made on property worth \$25,000 with the improvements erected, the land itself being worth \$5,000. The trust deed securing the loan is recorded prior to the letting of contracts and at a time when the property is vacant. Contracts are then let for \$20,000 and the work completed. Assuming that none of the lien claimants were paid, the priority as between the mortgages and the lien claimants would be as follows: the mortgagee would have a prior lien on the vacant land; and the contractors would have a prior lien on the improvement erected thereon, so that the proceeds of the sale of the property would be divided into two portions, one of \$5,000, representing the value of the land, which would be distributed to the mortgagee, the other of \$20,000 to be distributed to lien claimants. Of course, if the sale were for a lesser amount than the full value, the proceeds would be divided in proportionate amounts, and in cases where there remained a surplus in either fund after satisfaction of the prior claim, the surplus would be available for application to the claims of those sharing in the other fund.

It would seem, therefore, that the lien claimant's security under the proposed Act is not nearly so substantial as under the present Act.

2. Section 14, on page 14, among other things, provides that where two or more lots are improved under the same direct contract, and the improvements are not to be operated as a single plant, the lienor may apportion his contract price between the several lots and improvements thereon and file a separate notice of lien for the amount claimed against each lot and the improvements thereon.

This provision would undoubtedly be upheld where the direct contract referred to is divisible, that is, where the contract itself apportions the price amongst the separate lots and improvements, but where the contract is for a fixed price for the performance of all of the work on all of the lots, that is, where the contract is in law entire, then it would seem that there would be no proper basis for apportionment under existing principles of law. That is, where a contractor, for example, undertakes to construct



two or more buildings upon two or more lots for a lump sum, say \$10,000, and where the parties do not agree nor stipulate as to what portion of the \$10,000 is charged for each of the lots, then the law cannot properly make a contract for them and fix any particular portion of the price against any one of the lots. An attempt to do so, in our opinion, especially where it is left to the contractor's discretion, might be held unconstitutional as against the rights of the owner and the rights of third persons dealing with one or more of the lots through the owner. At this point it may be suggested that in such cases the contractor should file a single claim for lien and that the claim should indicate the date of the last work on each piece of property, so that third persons dealing with the pieces separately might be in a position to ascertain whether or not the lien claim was effective against the parcels in question.

3. By virtue of paragraph 1 on page 2, paragraph 3 on page 3, and Section 2 on page 6, one who specially fabricates materials for incorporation in the improvement is given a lien as a materialman.

This is contrary to the present Illinois law, the theory of which is that mechanics are to be allowed a lien on the improvements erected by them for the reason that the value of the real estate is enhanced precisely to the extent of the value of the labor and materials furnished by the mechanic. Under this theory it was at one time held that before a lien could exist it was necessary that the labor or materials be actually incorporated into the improvement erected on the premises, because, presumably, if not incorporated, they could form no material part of the value of said premises. Later, and at the present time, liens are granted where materials are delivered to the premises for the purpose of being incorporated into the improvement whether they are actually incorporated or not. Neither the Illinois Lien Act nor the decisions thereunder recognize liens claimed for materials not delivered to the premises for the purpose of being incorporated in the improvement being erected thereon.

In this situation it might well be held in Illinois under the proposed Act that, notwithstanding the Legislature's attempt to grant a lien for material specially fabricated, that no such lien would attach and that the provision in question is invalid, for materials specially fabricated but not delivered to the job can in no way be said to enhance the value of the improvement erected or being erected on the premises.

4. Section 22, on page 21, would appear to be an entirely new provision so far as Illinois practice is concerned. One of the provisions of that section is that the owner or contractor, before or after the filing of the lien suit, may, by executing his bond to the state conditioned upon the payment of any decree which may be rendered for the enforcement of the lien, have the lien transferred by appropriate order of court from the real estate to the bond. Two kinds of bond are provided for, to wit, a surety company bond and a bond executed by two sureties who are the owners of real estate, which real estate is to be scheduled.

We should say that it is doubtful if lien claimants should be thus compelled to take security different from that afforded by the premises constructed by them, although in many cases they might wish, and agree, to do so. However, in cases where a surety bond were deposited, there might be little practical objection to the substitution of security, but we do not believe that the same is true as to real estate bonds. In practice it is difficult to determine the value of real estate scheduled, and persons scheduling the real estate can dispose of it before their liability on the bond is terminated. It is true that this section provides that the bond shall be a lien on such real estate until the conditions of the bond have been fulfilled, but it is to be doubted if anything short of a properly recorded conveyance of the real estate would be sufficient to constitute a valid and sufficient lien, and then, too, in cases where real estate bonds are given, both the principal and the sureties often have no assets other than the real estate scheduled, so that where it becomes necessary to sue on the bond the real estate is the only asset available for the satisfaction of any judgment obtained. The financial responsibility of qualified surety companies, however, is usually sufficient to enable them to meet their obligations on bonds.

5. Section 12, on page 12, provides that insurance on the premises in certain cases shall enure to the benefit of lienholders. This is a new provision, and without special examination we cannot give an opinion as to its validity. Practically it is a good idea, although such cases do not arise with frequency. At the present time, for example, we are defending a suit brought by a lien claimant who is seeking to reach the proceeds of insurance money, the improvement having been destroyed by fire. Under the existing Illinois Act we know of no way in which he can reach proceeds of insurance. The Act gives him no lien thereon, and of course he is not a party to the policy of insurance, which is a contract between the owner and the insurance company.

#### Miscellaneous

1. **Page 16, Section 17.** This section provides that within ten days after the filing of notice of lien there shall be served on the owner a copy of such notice. It would seem unnecessary to provide that there be served on the owner copy of notice of lien in instances where the notices of lien were filed by direct contractors. It would appear to be otherwise where the notice is filed by subcontractor, for the owner often has no knowledge of the existence or identity of the subcontractor, but always has of the direct contractor.

2. **Page 26, Section 25.** The right of redemption should not be limited to the person whose interest is sold, but should extend to all parties in interest.

3. **Page 12, Section 11.** This section provides that where a contract is made with husband and wife, and the property is owned by the other or by both, the husband or wife who contracts shall be presumed to be the agent of the other, unless such other within ten days after learning of the contract gives the contractor written notice of his or her objection thereto. It might be well to require that the contractor, upon receipt of such written notice, if any, be obliged to advise his subcontractors.

4. **Page 15, Section 15.** This section provides the time within which notice of lien may be filed and the place for filing. It should expressly state that the notice be registered in the office of the Registrar of Titles, where the real estate involved is carried under the Torrens System.

#### "ON ADVERTISING"

The March number of the Bulletin published a report from the Michigan Society of Architects upon the subject "On Advertising." In the May number of the Bulletin a letter from Abraham Garfield, Chairman, Committee on Practice, A. I. A., referring to this report was published.

Ye Editor notes with interest in the September issue of the Weekly Bulletin of the Michigan Society of Architects an article entitled "This Matter of Advertising" which is in part: "To go back to the February 28th issue of the M. S. A. Bulletin you will find published the paper referred to which was prepared by G. Frank Corder and read at our last Convention. In this paper the author states that the chief obstacle to advertising architecture would probably be the question of Ethics. He then goes on to ask of such objectors why we do certain other things which might be considered advertising. Such as:

Why do we—

Join social clubs?

Issue illustrated catalogues of our work?

Send out direct mail letters about specializing in this or that?

Have financial interests in companies manufacturing building material?

Employ solicitors?

Make free sketches?

Want newspapers to place our names under pictures of our work?

Take space in one-time publications, such as programs?

Publish house organs?

And so on.

The Society has no apology to make for this paper, but it is unfortunate that every one did not understand its true meaning. In the first place, it had for its subject the advertising of Architects collectively and not individually. The



author used the term "we" and it was in no sense an attack on the members of the Institute. These things do exist—maybe not generally, but in many cases and the writer does not consider that they are altogether "abuses." The meaning the author intended to convey was that every Architect advertises in one way or another. Whether he employs a paid solicitor or uses other means, the problem of getting business has to be dealt with. Then why not face the fact by banding together and educating the public to what the Architect has to offer?

Here is an advertisement that recently appeared in a full page in Detroit's newspapers:

#### A PLEDGE

To the Customers of the  
Trust Co.

The ——— Trust Company pledges to all its customers the close, personal attention to their individual needs that is the basis of all satisfactory trust relationships.

Size—strength—unquestioned financial stability—thorough organization for attention to detail—these things are of great importance, and nowhere are they more apparent than in the ——— Trust Company. But here they will never be permitted to overshadow the importance of the individual.

The ——— Trust Company considers a friendly, human spirit essential in all business relations. The needs of any two individuals are never exactly alike. And no written document can ever exactly define the duties and obligations of the parties to an agreement. Always there are points where it is essential that the company go beyond mere legal requirements and interpret its obligations in a spirit of friendly helpfulness. This the ——— Trust Company pledges itself to do always.

We will draw strength from the financial standing of the company; from its good reputation; from its comprehensive organization; but we will prize most the friendly relationships that we now enjoy and that we hope to make from day to day.

Why wouldn't it be entirely proper for an Architects' organization to take this ad, making a few minor changes, inserting Architects' organization where Trust Company appears and use it to pledge themselves to their clients? It might do a lot toward dispelling the ideas that when about to build one should see a contractor first.

Listen to this: There appeared in the Detroit News, June 24, 1928, an article regarding the Convention of the National Association of Real Estate Boards, and its Annual Convention in Louisville, Ky., in which Mr. Charles P. Marks of Birmingham, Ala., was quoted. Mr. Marks, who is considered a national authority in matters of real estate, building and property management, is a member of a committee on uniform systems of accounting for apartment buildings, and is working on an important study of the cost items in operating apartment buildings in fifteen leading cities of the country over the year since 1923. In his talk before the Convention he gave out some thoughts as to how the prospective owner should proceed. He was quoted as saying:

"The prospective builder should be careful to secure a good location, employ a competent and reliable contractor and construct the building at the lowest possible cost, and last, but not least, put the management into competent hands. For even though he has complied with all these other requirements, should the management get into improper hands, the reputation of the building can be seriously damaged and the net returns greatly reduced."

Now, what do you think of that? Here is a national organization second to none, and a figure in that organization considered to be the last word in authoritative advice, and he advises an owner when about to build to buy the site first and then go to a competent and reliable contractor. And remember this article appeared in every newspaper of any consequence in the United States! What more can be expected that the prospective builder just doesn't think of an Architect? Not only the Real Estate Boards, but the public in general should be told that they shouldn't even buy a site until they have consulted an Architect. But who is going to tell them? It's a cinch the Realtors aren't.

And here's another which appeared in a magazine of national circulation, the name of which I am unable to give.

All I know is it appeared on page 125: "The effect observed has been a desire to deal with responsible contractors who employ good workmen and use only first-class materials that are guaranteed by manufacturers. The public appears now to be fairly well set in the habit of purchasing houses ready to move into, because it is difficult for the average man to visualize a house from drawings."

As George Bungle would say, "Fine business." The only thing the public ever sees is that they should employ a good realtor, a good contractor and a good manager.

Well, the matter of advertising architecture is with us, whether we want it or not, and it's here to stay. Roger Allen, in a copyrighted article, with only two errors, in the Grand Rapids Architectural Club "Architectonics" states that they are all set to go with a campaign in Grand Rapids. Seattle, Wash., Chapter, A. I. A., have already advertised as have the Pittsburgh Chapter. "The Southern Architect" is promoting a campaign, and all over the country the tide is rising. What are we going to do about it? Let's hear from the other constituents."

#### "THE MAKING OF AN ARCHITECT"

Though it is true, in a sense, that architects are born, not made, it is equally true that even the best material requires a great deal of development.

Perhaps the most important fact to be grasped is that architecture is not something merely to be learned. In the opening sentence on this page the emphasis has been placed advisedly upon development.

There is a threefold purpose in any thoroughly good course of architectural training. Naming the least important purpose first and the most important last, we may make the following division. One purpose is the acquisition of the knowledge that is a necessary tool for the architect. Another purpose is the formation of a habit of proper procedure in developing problems in architectural design. The third purpose is the development of appreciation and of the power to create in terms of architecture. One should know architecture, but to be an architect means this and a great deal more.

Whether one gains the knowledge, the habit and the development entirely in office work or through school work, supplemented by office experience is immaterial, though, excepting in rare cases, the conditions for proper training are not found in office work alone. Actual contact with good, old buildings in this country and abroad is very valuable and travel has a broadening effect. A traveling scholarship is well worth working for.

The courses offered by the recognized architectural schools and by the ateliers are open to practically everyone and are designed to accomplish the threefold purpose described above. The program of the Beaux-Arts Institute of Design, which is incorporated in most of the courses in architecture and followed in the ateliers, is planned to train the student in all these ways.

As supplementary training, each student ought to secure for himself in his free time as great a development as possible for his sensibilities and of his power to think clearly. Attendance at the opera and at concerts and visits to picture galleries in the season make him more sensitive to beauty and more receptive of the messages embodied in art forms. In the summer, tramping and sketching in the country, among the hills and in the forests; opening himself to an appreciation of the beauty of nature and to comprehension of the inevitable sequence of cause and effect in nature's workings will give him invaluable development and will help him to maintain the splendid state of physical health that is a prerequisite to really effective study or work.

We have spoken of the opera and the picture galleries, but the musical comedy and the "movie" have their proper place in the scheme—as has everything else that tends to normality.

Among the essentials of an architect's equipment is a grasp of the relation of the arts,—more especially of architecture, to human life. Part of this he will get from a study of history in connection with a study of the architecture of the past, part of it, the modern part, he will get from current literature and from everyday contact with people.

Architecture more than any other art has traditions, and



they are invaluable as points of departure and as safeguards. The intelligent study of architectural documents, books of plates of measured drawings of the best old work.

Architecture has to solve practical problems and to find its expressions by means of construction in a great variety of materials. The matter of practical requirements is one of the greatest importance. An architect must know how a particular family lives in order to design a house for that family, whether they eat breakfast in their rooms, and even more intimate details of family life and of personal taste. These inquiries need to be made with tact and judgment. Watch people, learn their mode of life, see how they act in the railroad stations, restaurants, stores, and plan these buildings accordingly. A mastery of construction is necessary, the man who hasn't a grasp of it is handicapped in designing and is not an architect. The ability to write good specifications is essential.

The many sided nature of architecture makes it at once the most difficult and the most fascinating of the fine arts.

#### GARDEN APARTMENTS

Into the modern whirl of machinery comes the demand for better homes within the very network of this industrial mechanism. Steel girders, reinforced concrete, composition floors, standardized fenestrations, plate glass, flat roofs and automatic elevators are changing the structures of modern home life. Today there is no place for excrescences and cumbersome home planning.

The old rambling house or the poorly planned apartment building can no longer efficiently serve the demands of modern society. Architects are beginning to throw aside the impediments of "styles" borrowed and copied from the buildings of the past.

Unfortunately, however, there are many homes and public buildings being constructed today which are based on the plans of 1900 and fail to meet the immediate functions of modern society.

In determining the modern functions of society the architect must consider that light, air, and food are fundamental requirements. These requirements become greatly changed with the growing density of city populations, where there is little thought for these essential demands. Huge industrial plants arise in the latest glories of efficiency. Production attains its maximum in these well-lighted plans where the workers have the latest in modern equipment. Ventilating fans, diffused lighting, efficient arrangements in the executive offices as well as in the production department, clean walls and floors, conveying systems, hoists, and numerous other short cuts and conveniences lighten the workers daily tasks. But in another moment the picture may change instantly when the worker goes to his poorly lighted and ill-ventilated house. The new garden apartment house has been designed to bridge the gap between the worker and his place of business. In these apartments every room is well lighted and arranged in such a way that there is no chance for the overlapping of domestic duties and work. Light and sunshine flood the apartment home and create a new harmony of family life and contentment.

Every room serves a necessary function and there is no waste space from awkward corners, or hallways between rooms. The kitchen is as efficiently planned for service as the most modern business office. Built-in cupboards, tile floors and sinks, straight lines and flat surfaces help the busy housewife to avoid unnecessary steps and work during the preparation of meals or later cleansing operations.

Instead of confining the apartment flower garden to a tiny strip two or three feet wide between the sidewalk and the building, or eliminating it entirely, the planting is massed in large open areas between different sections of the building. The occupants of these apartments may look out upon masses of foliage and breathe in the fresh, scented air and experience a new feeling of relaxation from the daily work in the big city.

Before the time of modern traffic congestion, skyscrapers, concentrated metropolitan population and machine development the country home was near at hand. Many could afford their own homes and still be near their work on the farm or in the city. But with the enormous influx of

population to the industrial centers and the resulting living congestion, a new architectural demand became paramount. Apartment houses sprang up on every corner and the people rented these impersonal divisions of a boxlike building. From then on it was a case of mere maintenance, and the fullest enjoyment of home life was considerably hampered in such quarters. The architect had substituted an office building for a home. Better lighting, rest, convenience and design were demanded. The result is the latest expression in garden apartments.

Imagine the possibility of seeing an entire city block built up with these garden apartments! The exteriors of the buildings would be beautiful in form and color. These buildings would inclose a large community park area in the center of the block for the use of the children and other apartment dwellers. Hours of time and labor would be saved by maintaining community laundries, day nurseries, complete garage and equipment, janitor services, and gardeners. With such home and town planning there will be more leisure time for the city dwellers.

Thin reinforced cement walls and glass fenestrations are the expression of modern architecture in place of thick stone block walls and slit-like narrow windows. Today the factory can be banded with thin glass windows from top to bottom in spite of a 10 or 20-story structure. Steel ribs support the enormous weights in place of massive stone walls of the past. Never before has the architect experienced such a flexibility of choice for expressing the modern conception of the home. Balconies, windows, doors and rooms may be placed wherever there is a demand.

#### "CHICAGO BUILDING CODE"

Editor Stanhope is in receipt of letters from Frank M. Carroll and Editor F. E. Davidson, covering remarks on Chicago Building Code. It is well that full discussion be had on such matters, so the Bulletin will print both letters in full.

July 26, 1928.

Illinois Society of Architects,  
160 North La Salle Street,  
Chicago, Illinois.

Gentlemen:—

In your July Bulletin there appeared an article entitled "Chicago Building Code," and as this article was written without full possession of the facts relative thereto, the Architects' Committee on the revision of the Building Code wishes to inform you that this Committee, to which has been added C. Herrick Hammond and Richard E. Schmidt, has, in the past year, held sixty (60) meetings, none of which were less than two hours long; has made inspections for data, devoted time between meetings, and notwithstanding the fact that this has all been without remuneration, the members all feel that they have never been given a task to which they have devoted more serious thought.

For example, all of the meetings of the last two months have been devoted to the chapter of "Frontage Consents" for garages. This is a matter that was thought could be disposed of in one meeting, but illustrates, as well as any one item might, the necessity for thought that is required in order to adequately cover any regulating in such an intensified complex metropolis as Chicago has become.

This Committee knows that this problem is being given even more consideration than the sponsors for the new ordinance ever dreamed would be necessary, and considered that it would be well to give you the foregoing in order that you might properly inform your members on this subject.

Yours very truly,

Frank M. Carroll,  
Chairman, Committee of Architects  
on Building Ordinances.

Mr. Leon E. Stanhope,  
55 E. Washington St.,  
Chicago, Illinois.

July 31, 1928.

My dear Mr. Stanhope:—

Attached please find a letter addressed to the Society from the Chairman of the Committee of Architects on Building



Ordinances, which I received through Mr. Palmer's office. I suggest that this letter be published in the September Bulletin.

A careful reading of Mr. Carroll's letter does not disclose that there were any misstatements made in the article appearing in the July Bulletin referred to in Mr. Carroll's letter. At least, Mr. Carroll does not allege in his letter that any of the statements contained in the article in question were inaccurate or incorrect.

Before I wrote this article, I interviewed members of his committee and believe that I was in possession of the facts. If I was not, members of his committee made inaccurate statements to me.

As an example of how his committee is working, note his statement, "that all of the meetings of the last two months have been devoted to the chapter of frontage consents for garages." What I believe architects and owners are more interested in than frontage consents for garages is the report of some of the absolutely necessary amendments to the building code that would remove some of the restrictions to class 1 buildings and similar structures. This is where the big money is spent.

It appears obvious to me that the chapter of the code relating to unit stresses could very well be amended and brought up to date and leave the question of frontage consents for garages in abeyance until more important matters were disposed of.

Another thing that is urgently needed is the simplifying of the code with relation to stairways in all classes of buildings. If there is any portion of the code that is in a chaotic condition, it is the present limitations and restrictions of stairways in all classes of buildings.

While it has been alleged that the Building Department has been very "liberal" in the interpretation of the ordinance, having in mind what it expects the committee to report, yet it must be remembered that the Supreme Court of the State of Illinois has specifically ruled that the building commissioner has no discretionary powers.

Our readers will recall the incident when the Illinois Society of Architects mandamus'd the Building Commissioner of Chicago and the case went to the Supreme Court on appeal.

Of course, it must be remembered that if the present city administration should go out of power before the committee is ready to report that its members will at least have had a good time collecting a lot of data and opinions, but unless their labor is actually incorporated into a code, their labors would not mean very much to the building industry of Chicago.

Very truly yours,

F. E. Davidson.

#### AN INTERESTING LETTER

The Editor mailed to a well known Chicago architect a copy of an advertisement, inserted by a so-called building firm in a daily newspaper, claiming to save prospective builders money by combined architectural, engineering and contractors service with a guaranteed limit of cost for the building.

His reply is just full of good common sense advice to our members, particularly to the younger architects:

August 15, 1928.

Mr. Leon E. Stanhope,  
55 E. Washington St.,  
Chicago, Illinois.

Dear Mr. Stanhope:—

In acknowledgment of yours of the 15th, enclosing a clipping from the Tribune,

As Barnum said, "There is a sucker born every minute," there is a certain class of clients who will always fall for the kind of stuff put out by this concern and others like it.

I have had occasion to look into the detail working of their organization on two different occasions. They tried to get business from my client after I had been retained and was working on the plans. In one case I induced my client to get their bid on my plans, and they presented it on a cost plus percentage basis. After several days of negotiations my client finally got a guaranteed upset price which

was 20% greater than the summary of the low bids received by me direct. In the second case they even went so far as to offer to compensate my client for my fees, but I followed the same tactics and we finally got a guaranteed upset cost out of them. I awarded the contract and supervised construction. The owner was pleased to find that the actual cost of construction was 25% less than the guaranteed upset

I think the thing to do is to do just what I have been doing—get their guaranteed cost, **then beat it.**

Very truly yours,

THE OFFICE OF R. CLIPSTON STURGIS

Architect

120 Boylston Street,  
Boston, Massachusetts

July 25, 1928.

F. E. Davidson, Esq.,  
Monadnock Block,  
Chicago, Ill.

Dear Mr. Davidson:—

Thanks for your letter of the 17th. The more the proposed lien act is studied the more difficult any standardization appears. If it were adopted in Massachusetts it would put us back to the conditions in 1915 which brought about our present law.

I, too, feel that lien protection is poor policy. It should be made difficult, not easy. There is a value, however, just as you indicate, in having the club available that notice of a contract or of a lien involves. It can force certain actions that otherwise might be difficult, as it is a cloud on the title that must be blown away. The provisions of the proposed act, however, are far from desirable, in my opinion.

Very truly yours,

William Stanley Parker.

P/W

#### COMMITTEE ASSIGNMENTS FOR 1928-29

Members should note the following changes from list of Committee Assignments for 1928-29 given in the July Bulletin:

##### Committee on Entertainment:

F. E. Davidson, Chairman  
B. H. Jillson, Vice-Chairman  
J. R. Fugard  
H. L. Palmer  
Leon F. Urbain

##### Legislative Committee:

B. H. Jillson, Chairman  
B. L. Hulsebus  
Frank O. DeMoney  
George B. Helmle  
John A. Holabird

##### Materials and Methods Committee:

Tirrell J. Ferrenz, Chairman  
R. C. Ostergren, Vice-Chairman  
John J. Davey  
Stanley D. Fairclough  
Raphael N. Friedman

##### Public Action Committee:

Harry B. Wheelock, Chairman  
Ralph C. Harris, Vice-Chairman  
Walter A. McDougall, Secretary  
Meyer J. Sturm, Evanston  
Albert P. Dippold, Chicago  
John Ebersson, Chicago  
George Helmle, Springfield  
William H. Schulzke, Moline  
Warren W. Day, Peoria  
Frank A. Carpenter, Rockford

#### NATIONAL COUNCIL ARCHITECTURAL REGISTRATION BOARDS

At the St. Louis Convention of the National Council of Architectural Registration Boards, held on May 15, 1928, the following officers were elected:

Mr. George D. Mason, Detroit, Michigan, President.  
Mr. Charles Favrot, New Orleans, La., 1st Vice President.



Mr. Myron Hunt, Los Angeles, Calif., 2nd Vice President.  
 Mr. Delos H. Smith, Washington, D. C., 3rd Vice President.  
 Mr. W. H. Lord, Asheville, N. C., Past Pres., Mem. Ex. Com.  
 Mr. Emery Stanford Hall, Chicago, Ill., Secy.-Treas.

Ex-president Lord automatically became a member of the Executive Committee. Secretary Hall has been elected to his office each year since the inception of the Council, in 1920.

The object of the Council, as stated in its Constitution, is as follows: "Its object is to foster the enactment of uniform architectural laws, equality of standard in examinations of applicants for state registration or licensure, and the establishment and maintenance of reciprocal registration between states having registration laws."



The regular meeting of the Board of Directors held September 11th, was attended by the entire membership of the Board.

Louis Bourgeois was elected to membership at the August meeting of the Board of Directors.

With the current issue of the Bulletin, the Editorial Staff has inaugurated "THE COLUMN." It is open, not only to the members of the Illinois Society of Architects, but to the members of our allied societies, the Chicago and Central Illinois Chapters, A. I. A.; the Architects Club of Chicago and the Architectural Sketch Club of Chicago, for current items of human interest.

"This is a shifting world, and the architect must adapt himself. What he has learned today may be of little value tomorrow.

"Keep your eyes open, boys, and move with the procession."

The University of Michigan at Commencement of June 16, 1928, conferred the honorary degree of Master of Architecture on Mr. George DeWitt Mason, of Detroit. Mr. Mason, who has long been one of the leading architects of the middle west, began practice in Detroit in 1878. In addition to distinguishing himself as an architect he has rendered a splendid service to the profession in the state as president of the State Board of Examiners for the Registration of Architects, 1915-1919. At the recent convention in St. Louis he was elected president of the National Council of Architectural Registration Boards.

The Bureau of Standards recently staged a fire in the heart of Washington in order to test the fire-resisting properties of different types of office safes. Much valuable technical information was gained through this test about the conduct of fires. The bureau will later issue a pamphlet to show how the safes resisted the fire and the effect of the intense heat on their contents.

In discussing the building situation Building Commissioner Paschen had the following to say: "I am convinced that Chicago is not overbuilt. On the contrary, there are districts in this city that are decidedly underbuilt in modern structures. Chicago is not only growing laterally, but is changing, and therefore obsolescence of buildings plays an important part in our building program. The demand of the day is for modern structures, and in some places these are lacking.

Ye Editor wishes to acknowledge receipt of an autographed copy of Preston M. Nolan's latest book entitled "Business First." Friend Nolan is certainly hitting the nail on the head every time he strikes. The following is one of the high spots in "Business First," on page twenty-one, entitled, "HIGH-POWER SELLING."

"High-power selling is a negative form of dishonesty. To sell a man an article he does not need is an economic waste. To sell him a thing he cannot use is theft.

"A business that is based upon methods of this sort cannot last. It is fundamentally unsound and is an ultimate liability to the community in which it operates.

"Only that concern or individual which takes no man's money without rendering him a constructive service is building a permanent structure.

"Nothing is lastingly profitable that breaks down self-respect, whether it be individual or corporate."

Beaux-Arts Institute of Design, season 1928-29, opens September 15th and 22nd at the Architectural Sketch Club, Atelier-Parsons-Adams-Boaton, 1801 S. Prairie Avenue, Chicago. Membership in the club is open to all architectural draftsmen. Membership Committee, Harold Spitznagel, Chairman, 104 S. Michigan Ave., Room 1515.

Among the many trade journals laid on the Editor's desk is a new member of the family,

#### "METALCRAFT"

By the Furniture Publishing Corporation,  
 Fourth and Clinton Streets,  
 Jamestown, New York.

"Metalcraft" instantly attracted Ye Editor's attention by its unusually fine and interesting makeup. It is undoubtedly one of the finest, if not the finest, Trade Journal in circulation. Its editors are apparently trying to give the architects intelligent engineering and technical data instead of the usual "sales bunk." Its editorial staff is to be congratulated.

#### "I'D LIKE TO GIVE YOU THIS JOB, BUT—"

Because it relates a story so often heard, we herewith reproduce a bit of verse which was contained in the last issue of "Building." We think it good:

"Said the 'Architect' to the 'Builder,' with a large and chesty sigh,

'I'd like to give this job to you, but Holy Gee, you're high!'

'Oh! Never mind,' the 'Builder' said, 'I'll take it anyway,

I'll cut off ten thousand bucks and make the subs pay.'

The subs came flocking 'round the job like flies around a pie,

But all the 'Builder' said to them was, 'Holy Gee, you're high!'

He took their hide, he picked their bones, and scraped their carcass dry.

They found the money, brains and skill; he found the air and sky,

And when they got all through the job, they owed him ten per cent

For hauling rubbish, watchman's fees, and super-in-tend-ent."

—Associated Builders Magazine.

#### IN MEMORIAM

Frederick W. Perkins  
 Paris, France  
 August 14th, 1928

Horace Swett Powers  
 Chicago, Illinois  
 September 2nd, 1928