

experience and skill, would or would not have acted in the same way as the architect in question, I proceeded to shortly examine the evidence of the professional men called on each side. There were three architects examined on behalf of Mr. Ross—Messrs Currie, Fernyhough, and Wilson. Mr. Currie's evidence is entirely in favour of Mr. Ross. Mr. Fernyhough in his examination in chief said "if the owner said he wished the material to be used, I should consider it my duty to put an impervious material over the P.T. & G. boarding to prevent, if it melted, the material going through the joints of the boarding." In his cross-examination he stated "I should consider if a specialist was doing the work that I as architect, would have the right to interfere if he was not doing the work properly. If I had sufficient knowledge of the material I would interfere if he was not doing the work properly. If I had no knowledge of it I would interfere if the specialist was not doing it in the manner in which he stated he would undertake to do it. This applies to work of which I could judge myself whether it was being done properly or not." It is clear that Herrold had no knowledge of the constituents of Soltar, or of its previous use as a roofing material, or of the method in which it should be applied. The method was left to the specialist, the company having represented that it could be applied by them successfully and without risk.

Mr. Wilson considered that Soltar, as it had not previously been used for a flat roof should not have been specified, and he also "suggested" that it would have been better if some material had been put on the boarding before the application of the Soltar. In cross-examination he stated that assuming that the roof would not carry a heavy covering, that Mr. Ross had discussed the matter with the architect, and that the architect had made enquiries from the Soltar Company and had obtained from them a guarantee, and had informed the owner that he had the guarantee, and that on it he was prepared to specify the use of Soltar he (Wilson) would consider the architect was justified in using it if the owner agreed to it and would take the responsibility.

The architects called for Herrold were Messrs Daw, Ashlev-Hunter, and Goldshoro, all men of good standing. They all thought that, assuming Herrold's evidence to be correct as to what took place between him and Ross, that he was justified in specifying the Soltar, and that as the material was unknown to him and was to be put on by an expert specialist, he was justified in leaving the matter to the specialist, and was under no duty to control the method adopted by the specialist.

In my opinion, I cannot, therefore, viewing the evidence as a whole, find that Mr. Ross has established his counterclaim.

The only item in dispute at the trial upon the plaintiffs claim was the sum of £7 claimed for travelling expenses. In his account rendered to the defendant on December 17, 1914, he did not claim this amount. His claim was limited to the sum of £60 6s. 0d. In his letter of the 1st February, 1915 he only claimed the £60 6s. 0d. It was not until the

22nd February, 1915 that he amended his claim. I think he must be held to his original demand. I give judgment for the plaintiff for £60 6s. 0d. on his claim.

I think the proper judgment to enter upon the counterclaim is a judgment of nonsuit, and the plaintiff by counterclaim is accordingly nonsuited. The plaintiff in the action must have his costs of the statement of claim on the lower scale and, as defendant by counterclaim, his costs of nonsuit, which will be also on the lower scale, and will be statement of defence £3 3s. 0d., preparing for trial £4 4s. 0d., costs of trial £7 7s. 0d., and extra day £15 15s. 0d., witnesses expenses and disbursements to be ascertained by the Registrar.

## Among the Sky-Scrapers

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The Australians strolled down Broadway and the wonder of the Woolworth Building burst upon their vision with all the suddenness of the first glimpse of the Grand Canyon. It was inspiring to see its sixty storeys, and its green copper-capped tower rising 780 ft. above the street level. Entering its main hall they stepped into the elevator; it was an express for fifty-four storeys; and having arrived at that level they entered a second elevator that continued the journey to the tower top. What a vision! Looking up Broadway beyond the beautiful tower of the Civic Hall, the white tower of the Metropolitan building stood above the encircling peaks of giant structures. Looking down Broadway the Singer Building disputed pride of place with the Liberty Building; whilst beyond was the Bankers' Trust Building with a cloud of steam escaping from the apex of its pyramidal top, like sacrificial incense from an Egyptian temple. They turned to descend. A card caught their glance. It read: "This building has forty acres of floor space, twenty-eight lifts, 3,000 windows, 80,000 electric lights, 7,000,000 bricks, and ——" But simple figures lose their expression. The height is sufficient. It is high enough to look over an area of three thousand square miles. "And yet," said the Editor, as they descended in the lift, "the most wonderful thing about this building is that, as a building, it is a financial failure. You will note that only one-third of it is occupied, and most of the upper offices are tenantless. I am told that the rule is the higher you rise the higher the rent. Yet the owner can afford to keep the place empty as he only built it as an advertisement. In almost every city and town in America is a 'Woolworth' shop. It is a 'five and ten cent' store; nothing is quoted higher. It sells what are known as 'fancy goods,' and as it is a cash business the turnover is very great. Woolworth put his money into bricks and steel. He wanted 'the highest building in America, sure.' He realised that very newspaper would talk about it and that this continual advertising of the Woolworth Building would be worth millions of dollars to his shops.