

"talaria" on his feet—which indicate the speed with which this messenger of the gods could fly down to earth—and the "caduceus" which he carries as the emblem of the messenger of peace!

The Assyrians, too, when they wished to express the strength, intelligence and far-reaching power of the nation, did not copy any natural example, but embodied in a figure of their own invention those qualities found in various models. Thus, in the highly symbolic piece of sculpture standing at the entrance to the palace at Nineveh (Fig. 12.) we see the principles of rectangularity conveying the expression of great force and power, and the representation of wings indicates the extent of rule, for we are led to think of the keen-eyed eagle, which, borne aloft on its powerful wings, can view a vast extent of territory, and swoop down when it will upon its prey. Then we have the cloven hoof of the virulent bull, and above all the majesty of intellect of man. Although neither part of this so-called bull copies exactly the features of the natural object, whose qualities it is intended it should represent, still it represents them too closely to attain that unity of expression which a work of art should possess. Yet, while this is so, we cannot stand before those wondrous productions without feeling the force of the ideas they are intended to convey.

Very different is it with the insipid looking animal of Landseer's (Fig. 13.) one of four at the base of Nelson's Column in Trafalgar Square. Here there is no passing through the "alembic," it is simply the copy of a natural lion in bronze. But it may be held that this being true to nature must be good. On the contrary, it is most unnatural. Nature never intended that lions should be cast in bronze, and set upon high blocks of granite; far greater pleasure would be conveyed by paying tribute to the noble animals themselves at the Zoological Gardens.

There must be an expenditure of thought and feeling, as well as technical skill, if the work is to attain to the dignity of Fine Art.

[Mr. Hurst Seager's series of interesting articles will be continued in subsequent issues.—Ed.]

The Significance of Architecture

We take pleasure, or *should* take pleasure, in architectural construction altogether as the manifestation of an admirable human intelligence; it is not the strength, not the size, not the finish of the work which we are to venerate: rocks are always stronger, mountains always larger, all natural objects more finished; but it is the intelligence and resolution of man in overcoming physical difficulty which are to be the source of our pleasure and subject of our praise. And again, in decoration or beauty, it is less the actual loveliness of the thing produced, than the choice and invention concerned in the production, which are to delight us; the love and the thoughts of the workman more than his work: his work must always be imperfect, but his thoughts and affections may be true and deep.—*Ruskin.*

Important Question of Law

Concerning Architect's Certificates

A case bearing on the question of the finality of Architect's Certificate for payment, was heard in the Auckland Supreme Court on August 24th and 25th last by his Hon. Judge Cooper who delivered the following judgment on August 28th.

This is an action in which the plaintiffs claim from the defendants the sum of £448 7s. 0d. balance alleged to be due to them by the defendants upon a final certificate issued by the architect for the defendants of the new Grand Theatre, Auckland.

The plaintiffs signed on the 8th February, 1914, a contract for the erection of the Theatre, the contract price being the sum of £9945. A subsequent contract for nearly £3000 for extra work for the erection of a basement billiard room, etc., was signed by the plaintiffs some time afterwards. Certain general extras were also ordered by the architect and some variations and deviations from the specifications were also made by the architect. Progress payments to the amount of £12,350 had been made by the defendants on certificates issued by their architect, and the final certificate was for the balance certified by the architect to be due to the plaintiffs after allowing for extras and after deducting for work not done in consequence of the variations from time to time of the specifications. The certificate is in the following terms:—

CERTIFICATE FOR PAYMENT.

Phoenix Chambers, Queen Street, October 14th, 1915
Picture Theatre and Basement Contract for Webster & Tonks. We hereby certify that Messrs. Johns & Son, Contractors, Auckland are entitled to the sum of four hundred and forty-eight pounds seven shillings (£448 7s. 0d.) for work done, material supplied on site in the above.

Amount of contract	£12,969	0	0
Deductions	170	13	0
		£12,798	7	0
Amount of previous certificates	£12,350	0	0
Amount of this certificate	448	7	0
		£12,798	7	0
Balance	£448	7	0

B. C. CHILWELL, Architect.

The contract was not signed by the defendants or by anyone on their behalf and the form of appointment of the architect provided at the foot of the contract does not contain the architect's name, the blank in the form not having been filled in.

The statement of defence, *inter alia*, contains a denial that the contract set up by the plaintiffs was the contract between the parties, and in order to ascertain what was the real contract between the parties evidence was taken on Thursday and Friday last. At the conclusion of this evidence Mr. Ostler admitted on behalf of the defendants that the defendants, although they had not signed the contract, were bound by it and its terms, and that the architect was their architect. The contract is a short standard form settled between the Institute of Architects and the Builders' Association in 1910 and incorporates the "General Conditions" similarly settled.