

## Conditions of Contracts and Dinner Invitations: traces of the architect in builder association archives

Christine McCarthy, Interior Architecture, Victoria University

**ABSTRACT:** The institutional records of builders in Otago in the 1890s are more comprehensively preserved than those of architects. These are primarily represented by the archives of the Dunedin Builders and Contractors' Association, and they provide a specific point of view of the profession of architect during the decade. This paper will examine how these records represent the relationships between builders and architects and the emerging attempts to define these trades and professions with their distinct contributions to, and benefits gained from, the processes of design and building architecture.

### Introduction: 1870s-90s

The Master Builders Association, initially the Dunedin Builders Association (DBA), was instituted in May 1873, with objectives to "protect the interests of the Trade generally and to assist by united effort the redress of grievances under which Contractors may labor, and to maintain the legitimate rights or privileges to which these engaged in the Building trade are fairly entitled."<sup>1</sup> Within a month of its 1873 founding, the Builders Association proposed a meeting with local architects in order to "endeavour ... to obtain a more equitable form of Contract agreement, and to bring the interests of this association prominently before them."<sup>2</sup> The proposed agreement was to be based on the one used by the RIBA and the London Builders Society,<sup>3</sup>

<sup>1</sup> 31st May 1873, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>2</sup> 11th June 1873, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>3</sup> 18th June 1873, Minute Book [16 May 1873-16 August

published in Laxton's Price Book, 1873.<sup>4</sup> The builders drove this process, taking the initiative to involve lawyers to ensure the proposed agreement met legal requirements; the architects appearing to be less organised, possibly because it was not until October 1876 that a "Dunedin Institute of Civil Engineers and Architects" was formed.<sup>5</sup> This architects'

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1902 Dunedin Builders Association].

<sup>4</sup> 12th November 1873, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association]. Laxton's Price Book appears to be a serial publication. Related publications listed in the British Library's catalogue include: Laxton, William *The Improved Builder's Price Book* (London, 1828, 39; Thirteenth edition.); Laxton, William *The Builder's Price Book for 1845* (1848, 49, 52-55). ... *By W. Laxton. Together with the new Metropolitan Buildings Act ... By W. Laxton. Thirty-second edition, by H[enry]. Laxton and F[rederick]. W[illiam]. Laxton* (London, [1844-54.]); Laxton, Henry *Laxton's Builders' and Contractors' Tables for the use of engineers, architects, ... and others* (London, Derby [printed, 1869-72])

<sup>5</sup> New Zealand Institute of Architects, Otago Branch: History p. 8.

institute only lasted until early in 1880,<sup>6</sup> meaning that from 1880-1900 the architects in Dunedin, unlike the builders, were not an organised group; the Otago Institute of Architects not forming until September 1900.<sup>7</sup> The builders also circulated the Conditions of Contract, including to local architects, initially asking the architects to adopt the contracts agreement,<sup>8</sup> and then informing them in early 1879 that this was the only contract their members would agree to.<sup>9</sup> Other issues addressed by the DBA leading up to the 1890s included the setting of wage rates,<sup>10</sup>

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<sup>6</sup> New Zealand Institute of Architects, Otago Branch: History p. 8.

<sup>7</sup> New Zealand Institute of Architects, Otago Branch: History p. 1.

<sup>8</sup> 25th November 1878, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>9</sup> 15th January 1879 and 12th February 1879, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>10</sup> i.e. for carpenters, masons, bricklayers, plasterers and labourers. An example of this can be seen on 11th

supporting the Saturday half holiday, advocating for a lien law based on the American one,<sup>11</sup> providing financial assistance to members facing grievances with architects or proprietors, and organising the annual banquet.<sup>12</sup> They also lobbied architects to submit details and schedules of quantities with plans for tendering,<sup>13</sup> and to adopt "the system practiced in England, and also by some Architects in New Zealand, including the Colonial Architect" of including details with plans for tendering.<sup>14</sup> They protected the distinction between builders (contractors) and workmen (subcontractors),<sup>15</sup> encouraged the submission of deposits with all tenders to ensure more careful tendering,<sup>16</sup> and battled

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February 1880 and 10th September 1884, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>11</sup> 14th January 1889, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>12</sup> 9th April 1879, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>13</sup> 11th June 1879; 9th August 1882; 11th July 1883 and 12th December 1883, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>14</sup> 11th June 1879, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>15</sup> 11th February 1880, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>16</sup> 10th March 1882, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

for the inclusion of Arbitration Clauses in all agreements.<sup>17</sup> From 1879, the builders also supported an annual Builders' prize, including one for architectural drawing, at the School of Art,<sup>18</sup> and, following the news, in September 1886, that Robert A Lawson was leaving Dunedin for Wellington, the builders recorded a minute "expressive of regret at the loss to the profession & to the builders here in losing our oldest established and most popular architect."<sup>19</sup>

#### **During the 1890s**

This pre-history of the association though was not always a bright and united one. During the period from 1873 until 1890 there were periods of low member involvement and months of inactivity.<sup>20</sup> The depression had hit Dunedin builders from mid 1879, such that

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<sup>17</sup> 9th January 1884, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>18</sup> 12th February 1879; 8th October 1879; 14th December 1881; 21st January 1895; 21st May 1895; 22nd June 1898; 24th August 1898; 28th September 1898 and 26th October 1898, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>19</sup> 18th April 1887, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>20</sup> e.g. March 1885-August 1885; October 1885-February 1886; September 1886-February 1887; January 1888-April 1888.

the annual report of January 1880 noted that "[t]he past year cannot be reported as a very successful one for the building trade the last eight months having been a time of great depression."<sup>21</sup> The depression had impacted on the Builders Association as well as the building trade more generally, causing 1890s to open with introspection about low membership numbers, the association resolving "to consider what steps be taken to revive an interest in the association ... [and t]he advisability of reorganising the present Builders & Contractors Association, by increasing its numbers with a view to protect trade interests."<sup>22</sup> Consequently the Builders & Contractors Association, became the Dunedin Builders' and Contractors' Industrial Union of Employers,<sup>23</sup> and a meeting only two weeks later attracted 37 members, up from two years prior, when only six members attended the AGM.<sup>24</sup>

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<sup>21</sup> 7th January 1880, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>22</sup> 31st June 1890, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>23</sup> 31st June 1890, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>24</sup> 14th July 1890 and 9th July 1888, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

### Conditions of Contract and Memorandum of Agreement

During the 1890s, the Conditions of Contract and Memorandum of Agreement established earlier in the Association's history continued to be refined, this being the main point of interaction between the builders and the architects. The builders continued to take the lead in this process and circulated copies of Conditions and Agreements to Dunedin architects.<sup>25</sup> These copies included lists of DBA members to advise the architects of those builders who would only tender on work covered by the agreed conditions.<sup>26</sup> The Dunedin builders were not only proactive in establishing a uniform set of conditions in Dunedin but they also actively sought for common conditions across the colony of New Zealand.<sup>27</sup> They circulated their Conditions to builders throughout New Zealand,<sup>28</sup> and to other Builders' Associations, sometimes in response to requests from their fellow

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<sup>25</sup> 25th August 1890, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>26</sup> 15th December 1890 and 19th January 1891, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>27</sup> Letter to D. Reece, 6 October 1890, Letterbook, Otago Master Builders' Association Inc.

<sup>28</sup> 25th August 1890, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

organisations.<sup>29</sup> When, in 1891, the Auckland builders sent a copy of a letter from Auckland Architects to the Dunedin builders, the Dunedin Association informed their Auckland counterparts that "the Dunedin Conditions were in general use in ... [Dunedin] City and this Association would strongly urge the Auckland Association to insist on their adoption as they have met with approval in all the other Centres of the Colony."<sup>30</sup> The letter sent recorded the Dunedin meeting when

the [Auckland] Architects conditions [were] read and compared with ours and after full consideration the meeting considered that for the purpose of protecting the builders ours was the soundest and the least likely to lead to any friction during the course of the works. You will notice that we have not got the clause in whereby the lowest tender {in the event of the job not going on} gets compensation. We endeavoured to get it but were advised we could not legally enforce it - and so had to abandon it in the meanwhile, but there is no reason why you should not have it in any conditions you may adopt ... wishing you every success re[garding] the adoption of uniform conditions.<sup>31</sup>

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<sup>29</sup> 19th January 1891, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>30</sup> 18th May 1891, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>31</sup> Letter to Mr. Rhodes, Secretary to the Master Builders Association, Auckland, 26th May 1891, Letterbook, Otago Master Builders' Association Inc.

Equally the Dunedin builders were supportive of the Wellington Builders & Contractors Union of Employers in their "struggle with the architects there for equitable conditions of contract."<sup>32</sup> In mid-1899, the Wellington builders came to a "satisfactory settlement"<sup>33</sup> with the Association of Wellington Architects adopting the RIBA conditions. Correspondence three months later, referred to the Wellington Conditions of Contract & Agreement as having "been finally accepted by the Association of Wellington Architects," suggesting that the RIBA conditions were not quite as satisfactory as first anticipated.<sup>34</sup> Communications with the Christchurch Builders Association had also reiterated these sentiments, the Dunedin Builders again asserting that

our conditions are fairly well used across the Colony and wherever they have been tried they have been given the utmost satisfaction to all parties. We supply copies to all our Architects and decline to sign any contract when they are not attached. Our Rules have formed to be very satisfactory too although each circumstances

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<sup>32</sup> 21st June 1899, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>33</sup> 21st June 1899, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>34</sup> 27th September 1899, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

might demand certain alterations.<sup>35</sup>

The annual report of 1890-91 stressed this accomplishment noting that the latest revision of the Conditions of Contract and Memorandum of Agreement had enabled the members of the Dunedin Builders Association "to carry on their avocations on a more equal footing and with greater confidence in the event of any dispute arising during the progress of any works."<sup>36</sup> It reaffirmed the "very favourable manner in which our conditions have been received at all the principal centres of the Colony,"<sup>37</sup> and recalled the praise of the Conditions given by the late Minister of Public Works, the Honourable J Fergus, "after having compared them with other Conditions now in use in the Mother Country - stating that they were more suitable [to] the requirements of this Colony, than any others yet brought under his notice."<sup>38</sup>

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<sup>35</sup> Letter to F. James, Secretary of the Builders Association Christchurch, 7th June 1897, Letterbook, Otago Master Builders' Association Inc.

<sup>36</sup> Standing Committee Report for year ending June 14 1891, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>37</sup> Standing Committee Report for year ending June 14 1891, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>38</sup> Standing Committee Report for year ending June 14

Seemingly as an afterthought, the report mentions the "very cordial manner in which the architects of this city have met us in this matter thereby showing that our Conditions are as nearly possible fair & just in operation to both builders and employers."<sup>39</sup>

This last point is supported by the archival records which provide only a few instances of when individual Dunedin architects omitted to attach the agreed Conditions to tender documents. When this occurred the builders interviewed the architect concerned in order to find out why the Conditions were not attached,<sup>40</sup> resulting, in the majority of cases, with the Builders Conditions of Contract being agreed to. They also lobbied "private parties acting as architects," informing them early in the decade that "[b]uilders do not tender for any work unless the Conditions & Agreements as adopted by this Association

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1891, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>39</sup> Standing Committee Report for year ending June 14 1891, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>40</sup> e.g. J. Hislop, 24th January 1891 and 16th February 1891 and the Queens Theatre job 20th May 1892, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

are attached to the Specifications."<sup>41</sup> Revision of the conditions and agreements occurred regularly<sup>42</sup> requiring the builders to organise meetings with architects and engineers,<sup>43</sup> who included TS Lambert,<sup>44</sup> Robert Forrest, James Hislop, Percy William Laing,<sup>45</sup> R Hay<sup>46</sup> and Frank W Petre at the 1890 meeting.<sup>47</sup> Clauses amended during this period included the retention of 5% "for one month after the completion of works,"<sup>48</sup> and that "parties seeking arbitration should be required to deposit a sum sufficient to cover the [arbitration] cost[s]."<sup>49</sup>

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<sup>41</sup> 16th February 1891 and 20th April 1891, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>42</sup> 25 August 1890; 15 September 1890; 10 October 1890; 1 December 1890; 15 December 1890 and 3rd February 1893, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>43</sup> 15th September 1890; 3rd October 1890 and 10th October 1890, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>44</sup> "Obituary" p 25.

<sup>45</sup> "Otago District Branch: Fellows" p. 8; also *Stone's Otago and Southland Directory 1890* p 477.

<sup>46</sup> The handwriting is difficult to read, this maybe R. May.

<sup>47</sup> 10th October 1890, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>48</sup> 25th August 1890, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>49</sup> 10th October 1890, Minute Book [16 May 1873-16

## Tendering

The builders were also assertive regarding customs and conditions related to tendering, for example, they visited several architects to lobby for the discontinuation of providing deposits with tenders less than £500.<sup>50</sup> They also interviewed different architects regarding a DBA resolution that "the Architects practising their profession in Dunedin should supply intending tenderers work complete schedules of quantities guaranteed correct,"<sup>51</sup> the matter being "received favourably" by the architects in October 1891,<sup>52</sup> though later meeting resolutions repeating this desire suggest that the inclusion of schedules of quantities was not initially taken up by all Dunedin architects;<sup>53</sup> the builders sending a circular to all the architects requesting their "opinion on the feasibility of the matter"<sup>54</sup> a

year later in December 1892. Shortly after gaining initial support for the schedule of quantities in the tendering process at the end of 1891, the builders refined their demands requesting that, when a schedule of rates was included with the tender price, the total amount and its schedule should be "tendered in separate covers,"<sup>55</sup> and that only the schedule of the successful tender should be opened, "All other schedules unopened & deposits to be returned to the unsuccessful tenderers."<sup>56</sup> Dunedin architects and engineers were sent a circular informing them of the builders' decision at the beginning of 1892.<sup>57</sup> Such actions were typical of the DBA with meeting resolutions being circulated to members and architects and sometimes even published in local newspapers as a *fait accompli*.

It was following this interest in schedules of quantities that the DBA considered employing

a quantity surveyor.<sup>58</sup> This was not the first time such an arrangement had been thought of, the Builders' Association having appointed a quantity surveyor in February 1883,<sup>59</sup> but following a short trial of a matter of months it cancelled the agreement.<sup>60</sup> Over two and a half years after this second decision to appoint a QS to act for the DBA, the builders agreed to "extend their patronage"<sup>61</sup> to a Mr Stott, QS. The Secretary was instructed to suggest to Stott "that it would expediate matters if Mr Stott would personally interview the architects in the matter of attaching Bills of quantities to their Specifications of work,"<sup>62</sup> indicating that the builders were still yet to convince all the architects to do this.

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August 1902 Dunedin Builders Association].

<sup>50</sup> 18th September 1893, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>51</sup> 17th August 1891 and 21st September 1891, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>52</sup> 19th October 1891, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>53</sup> 17th October 1892 and 21st November 1892, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>54</sup> 9th December 1892, Minute Book [16 May 1873-16

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August 1902 Dunedin Builders Association].

<sup>55</sup> 15th February 1892, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>56</sup> 15th February 1892; 22nd April 1892 and 20th May 1892, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>57</sup> 22nd April 1892, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

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<sup>58</sup> 20th May 1892 and 20th June 1892, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>59</sup> 14th February 1883, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>60</sup> 9th May 1883 and 13th June 1883, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>61</sup> 15th December 1894, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>62</sup> 15th December 1894, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

### **Arbitration Clauses: Government Contracts and the Education Board**

The greatest difficulty faced by the builders in their attempt to get their Conditions universally received was the refusal of the Education Board to include an Arbitration Clause in their Conditions of Contract. In early 1891 the Association President (Alexander Bain) and Secretary (Charles E George) interviewed Mr PG Pryde, the Secretary to the Education Board resulting in the Board considering to attach the DBA Conditions to specifications.<sup>63</sup> The meeting as reported suggested a positive relationship between the builders and the Board, failing to predict the builders' future ongoing and persistent attempts to convince the Board to fully adopt their Conditions, in particular the inclusion of an arbitration clause.<sup>64</sup> This struggle, described as a grievance, was referred to in the 1890/91 Annual Report, which stressed the need for "united action on our part in conjunction with all the other

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<sup>63</sup> 24th January 1891 and 16th February 1891, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>64</sup> Standing Committee Report for year ending June 14 1891; 3rd August 1891; 15th February 1892; 21st March 1892; 23rd May 1892; 6th September 1892; 21st November 1892; 19th March 1894 and 5th May 1894;

assoc[iatio]n[s] of the colony."<sup>65</sup>

The same concern was held with all Government Conditions of Contract, resulting in a colonial petition to Parliament,<sup>66</sup> and meeting with the Premier,<sup>67</sup> and interviewing candidates for Parliament.<sup>68</sup> As late as March 1895 the Government Conditions disrupted the local agreement between Dunedin builders and architects to use the DBA Conditions, resulting in a Special Meeting of the Builders Association, convened to discuss the "Conditions as attached to the Government Insurance Contract now being tendered for in Messrs Mason & Wales Office."<sup>69</sup> This may have caused particular concern as Nathaniel Wales had previously

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<sup>65</sup> Standing Committee Report for year ending June 14 1891, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>66</sup> 3rd August 1891; 5th October 1891; 19th March 1894; 28th March 1894; 5th May 1894 and 18th June 1894, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>67</sup> 19th October 1891 and 16th November 1891, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>68</sup> 16th October 1893, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>69</sup> 30 March 1895, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

agreed to use the builders' Conditions.<sup>70</sup> Consistent with past form, a deputation of builders interviewed Wales to ask him "why the Builders Association Conditions ... [were] not attached to the contract for the Insurance Buildings."<sup>71</sup> Wales replied that he had no option because "the job was for the Government."<sup>72</sup>

The resistance of the government and the Education Board to the inclusion of an Arbitration Clause<sup>73</sup> meant that the members of the Builders Association were barred from tendering for their work.<sup>74</sup> This resolution was solidly protected with at least one building firm (Ford & Knowles) being struck off the DBA's Roll of Members for tendering

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<sup>70</sup> Letter to E.W. U'Ren, Secretary of the [Dunedin] Builders Association, from Mason, Wales & Stevenson, 20th March 1879, Letterbook, Otago Master Builders' Association Inc.

<sup>71</sup> 30th March 1895, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>72</sup> 27th April 1895, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>73</sup> 14th June 1891; 23 May 1892; 19th June 1893 and 19th March 1894, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>74</sup> 15th February 1892; 21st March 1892; 23rd May 1892 and 6th September 1892, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

for Education Board work.<sup>75</sup> Lobbying to achieve the Arbitration Clause included sending circulars to school committees and candidates for the Board "explaining the cause of trouble between the Builders and the Board and requesting ... assistance to obtain the ... Arbitration Clause in [the] Conditions of Contract."<sup>76</sup> This last letter was forthright noting that the builders:

Before using our influence for or against any candidate for election ... desire to know your views in this matter, and whether you will give an active support to get an Arbitration Clause inserted in any future conditions. Several of the members of our Association are members of School Committees, and besides, we as a body can exercise considerable influence and are unanimous in our desire for the insertion of an Arbitration Clause. We can also inform you that all the principal architects of the colony use conditions in which are inserted Arbitration and Referee Clauses.<sup>77</sup>

Their letters to the Otago Education Board were also to the point, laying out the

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<sup>75</sup> 21st November 1892; 9th December 1892 and 19th January 1893, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>76</sup> 14th January 1893 and 3rd February 1893, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>77</sup> Letter to candidates for Education Board, 28th January 1893, Letterbook, Otago Master Builders' Association Inc.

advantages of an Arbitration Clause to the Board. These were:

That it does not necessitate Contractors allowing a large sum for Contingencies.

That there will be more tenderers and thereby increased competition for the Board's work.

That all the principal architects of the Colony have recognized the necessity of such a clause and have it inserted in all their Conditions and hitherto it has always been found to work in a smooth and satisfactory manner.

It may be mentioned that under the present conditions if the architect omits to describe or does not show on the plans or anything unforeseen arises he may rule that such works must be done without any extra charge and the Contractors has not any redress as the matter of signing the Board's Conditions puts him entirely in the hands of the Architect who is thereby constituted Judge, Jury & Executioner.<sup>78</sup>

While it appears that the agreement to include Arbitration Clauses had been reached with the majority of Dunedin architects, there is no evidence of the architects actively supporting the builders in their aim to redress the imbalance of power which led to architects being constituted as judge, jury and executioner. In early May 1894 the builders met with more success when the Builders'

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<sup>78</sup> Letter to the Chairman of the Otago Education Board, 12 May 1894, Letterbook, Otago Master Builders' Association Inc.

Association Secretary (Charles E George) met with Mr Cohen<sup>79</sup> and Dr Stenhouse<sup>80</sup> regarding the Arbitration Clause.<sup>81</sup> This meeting appears to have resulted in E Cohen successfully lobbying for the Clause to be inserted, the Association writing to the other centres in May 1894 to acquaint them with the Dunedin "success in getting arbitration clauses in Education Board's Conditions of Contract"<sup>82</sup> and sending a letter expressing their thanks to Cohen, "conveying our appreciation of his exertions on our behalf in the matter of getting arbitrement clause inserted in the Education Board's Conditions of Contract."<sup>83</sup>

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<sup>79</sup> There was a Mark Cohen (1849-1928) who was elected to the Otago Education Board during this time, Griffiths "Cohen, Mark" unpaginated.

<sup>80</sup> A William M Stenhouse was one of the candidates for the Otago Education Board lobbied by the Dunedin Builders Association, Letterbook, Otago Master Builders' Association Inc.

<sup>81</sup> 5th May 1894, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>82</sup> 21st May 1894, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association]; see also Letter to N.J. White, 12th June 1894, Letterbook, Otago Master Builders' Association Inc.

<sup>83</sup> 21st May 1894, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

### The Anniversary Banquets

In the majority of cases it appears that the Builders Association had a good relationship with the local architects, who as a group may have been at times lethargic, but as individuals demonstrated consistent professional ties. The relatively amicable discussions which occurred in the development and refinement of local Conditions of Contract are echoed by the consistent participation of the architects at the annual Builders' social. In the 1890s these recommenced with the resolution in April 1891 to take steps to "commemorate the first Anniversary of the present reorganised M[aster] Builders Assoc[iation] by means of a social gathering."<sup>84</sup> In its previous incarnation, between 1873 and 1889, the DBA had irregularly held a banquet or supper, beginning in 1876.<sup>85</sup> A feature of past banquets had been the invitation of a select number of Dunedin architects, along with members of the local press.<sup>86</sup> The architects

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<sup>84</sup> 20th April 1891; also 1st June 1891 and 8th June 1891, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>85</sup> 10th November 1875; 12th January 1876; 9th April 1879; 14th April 1880; 11th May 1881; 8th June 1881; 5th July 1881; 9th January 1884, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>86</sup> 12th January 1876; 9th April 1879, Minute Book [16

who had been invited had included Louis Boldini,<sup>87</sup> John Arthur Burnside,<sup>88</sup> Maxwell Bury,<sup>89</sup> Thomas Bedford Cameron,<sup>90</sup> Henry Frederick Hardy,<sup>91</sup> James Hislop,<sup>92</sup> Robert Arthur Lawson,<sup>93</sup> Frank William Petre,<sup>94</sup> David Ross,<sup>95</sup> Joseph L Shaw,<sup>96</sup> John Somerville,<sup>97</sup> a Mr Stevenson, Nathaniel Young Armstrong Wales,<sup>98</sup> and William Thomas Winchester.<sup>99</sup> The architects were also called upon to toast the "Builders Association" (Lawson in 1879; Ross in 1881), the "Trades of Dunedin" (Lawson in 1879), "Commercial Interests" (Wales in 1879) and the "Ladies" (Petre in 1879; Lawson in 1881). In 1891, this tradition continued, the architects

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May 1873-16 August 1902 Dunedin Builders Association].

<sup>87</sup> Knight and Wales *Buildings of Dunedin* pp 83-85.

<sup>88</sup> Knight and Wales *Buildings of Dunedin* pp 85-88.

<sup>89</sup> Knight and Wales *Buildings of Dunedin* pp 88-92.

<sup>90</sup> Knight and Wales *Buildings of Dunedin* pp 94-95.

<sup>91</sup> Knight and Wales *Buildings of Dunedin* pp 112-118.

<sup>92</sup> Knight and Wales *Buildings of Dunedin* pp 118-121.

<sup>93</sup> Knight and Wales *Buildings of Dunedin* pp 126-154.

<sup>94</sup> Knight and Wales *Buildings of Dunedin* pp 198-206.

<sup>95</sup> Knight and Wales *Buildings of Dunedin* pp 208-213.

<sup>96</sup> Knight and Wales *Buildings of Dunedin* pp 225-226.

<sup>97</sup> Knight and Wales *Buildings of Dunedin* pp 227-228.

<sup>98</sup> Knight and Wales *Buildings of Dunedin* p 168.

<sup>99</sup> Knight and Wales *Buildings of Dunedin* p 242; 9th April 1879 and 5th July 1881, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

invited being John Burnside, Robert Forrest,<sup>100</sup> Henry Hardy, James Hislop, TS Lambert, Percy Laing,<sup>101</sup> Frank Petre, Edmund M Roach,<sup>102</sup> John Somerville, a Mr. Ussher and Nathaniel Wales, in later years the invitation list also included J Louis Salmond.<sup>103</sup> These annual socials with complimentary tickets sent to Dunedin architects continued to be held throughout the decade in the consecutive years from 1892 until 1897.<sup>104</sup> Further research would determine whether such invitations were reciprocal once the architects formed their own institute in September 1900. The lack of such an institute and accompanying activities during the 1890s meant that the builders' annual social provided architects, as

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<sup>100</sup> Knight and Wales *Buildings of Dunedin* pp 106-107.

<sup>101</sup> Knight and Wales *Buildings of Dunedin* p 125.

<sup>102</sup> Knight and Wales *Buildings of Dunedin* pp 207-208.

<sup>103</sup> Knight and Wales *Buildings of Dunedin* p 216; 8th June 1891, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association]. In 1893 Burnside, Hardy, Hislop, Petre, Roach, J. Louis Salmond, Wales were invited and in 1895 the architects invited were Burnside, Forrest, Hardy, Hislop, Petre, Roach, Salmond, Wales, 8th July 1893 and 17th June 1895, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>104</sup> 20th June 1892; 18th July 1892; 15th May 1893; 19th June 1893; 24th June 1893; 8th July 1893; 21st May 1894; 4th May 1895; 17th June 1895; 15th July 1895; 1st July 1896 and 18th August 1897, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].



well as builders, opportunities to socially meet together as a professional group.

### Conclusion

The key issues for the DBA in the 1890s included engaging with the ramifications of the Factories Act, lobbying for an effective Lien Bill and ascertaining the ownership of old materials on site. With respect to local architects, the builders continued work begun in earlier decades to revise and consolidate their Conditions of Contract, with the aim of uniformity, initially throughout Dunedin and later throughout New Zealand. It appears that the DBA took the lead in this aspiration for uniform conditions across the colony, and the decade closed with renewed aspirations for forming a Federated Association, in part to achieve this.<sup>105</sup>

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<sup>105</sup> The DBA first considered the benefits of forming a New Zealand Federated Association in 1891, but by the end of the decade in 1900, a motion for the Dunedin builders to "correspond with other Builders Association in the Colony with a view of combining so as to be in a position to take concerted action in matters of vital importance to the trade" was withdrawn, but within the year the Committee Minutes in discussion of a proposal for a Federation of the Builders' Association of New Zealand, record the Dunedin builders were "willing to take steps to Federate." 5th October 1891; 29th August 1900 and 22nd May 1901, Minute Book [16 May 1873-16

Architects generally complied with the builders' aims, participating in meetings to refine the Conditions, and only occasionally omitting to attach the DBA Conditions to tender documents. It is the success of the builders in achieving their goal of local uniformity and making significant in-roads into its colonial reception which is particularly remarkable, especially given the apparent low numbers in the organisation, or at least the low numbers of active members. Membership lists survive from 1879 when there were 25 members,<sup>106</sup> and from 1901 where an accumulative list of 64 signatures occurs as an attachment to the rules of the DBA,<sup>107</sup> but this list includes nine resignations, one deceased and presumed new members over an undefined period of time, and hence it is difficult to establish meaningful numbers of members in 1901 from it. During the 1890s, attendance at the Annual General Meetings averaged 13 members, with a peak in attendance in July 1890 of 26, and a steady decline to seven members in 1899.<sup>108</sup> The

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August 1902 Dunedin Builders Association].

<sup>106</sup> Letters to Messrs Mason Wales & Stevenson, 26th March 1879 and to R.A. Lawson, 2 April 1879, Letterbook, Otago Master Builders' Association Inc.

<sup>107</sup> Rules 1890-1960,

<sup>108</sup> 31st June 1890; 21st July 1890; 20th July 1891; 18th July

meeting in 1890 to revive the membership attracted 37 members, and appears to be more representative of the numbers of members in the early 1890s.<sup>109</sup> Even given this, it appears that membership was only approximately 50% of the wider builders' community, the *Stone's Directory* for 1890 and 1899 listing 80 and 85 building firms respectively.<sup>110</sup> Whether there was a small total membership, or a large group of inactive members, the achievements of the DBA to gain ground in their employment conditions (rather than lose them during the final years of the depression) are admirable, and might be owed in some part to the good relations between builders and architects evident in the records of the 1890s, and no doubt the occasion drink at the annual banquet dinner.

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1892; 16th July 1893; 16th July 1894; 15th July 1895; 22nd July 1896; 21st July 1897; 21st July 1898; 26th July 1899; 11th July 1900, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>109</sup> 14th July 1890, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

<sup>110</sup> *Stone's Otago and Southland Directory 1890* p 487; *Stone's Otago and Southland Directory 1899* p 591. I have included Caversham, Kaikorai, Maori Hill, Mornington, North East Valley, Roslyn, St Kilda and South Dunedin etc as located in Dunedin, but not Port Chalmers nor Mosgiel.

Meanwhile, Robert Lawson, the well-known architect who had left Dunedin in the late 1880s extracting such expressions of regret and loss from the Builders Association, had at the close of the decade returned, the builders "offering him a hearty welcome back to Dunedin and wishing him every success."<sup>111</sup>

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<sup>111</sup> 3rd October 1900, Minute Book [16 May 1873-16 August 1902 Dunedin Builders Association].

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