

FILE 796

GYMNASIUM & MACDONALD PARK:

NOBBS' DESIGNS

1921 - 1932

DOCKET STARTS:

The
Graduates' Society of McGill University

PUBLISHERS OF THE
"THE MCGILL NEWS"



MCGILL UNIVERSITY, MONTREAL
PHONE MARQUETTE 9181

Montreal, April 26th, 1932.

Sir Arthur W. Currie, K.C.B., G.C.M.G., L.L.D.,
Principal & Vice-Chancellor,
McGill University,
Montreal.

My dear Sir Arthur:

Your letter of April 25th has just been received, and I am very much relieved and pleased at the final issue regarding the plans for the proposed Gymnasium.

As expressed in my previous letter, I think that the fair point of view which Professor Nobbs has taken in this matter will cause him to stand higher in the opinion of the Governors and of the Graduates in general.

I can assure you that, if I have anything to say concerning the matter, Professor Nobbs' partner will certainly receive equal consideration with the other graduate architects when and if we ask that plans should be submitted.

With kind regards,

Yours sincerely,

President, The Graduates' Society
of McGill University.

HMJ/RH

April 25, 1932.

Homer Jaquays, Esq.,
Steel Company of Canada,
Canada Cement Building,
Montreal. P. Q.

My dear Mr. Jaquays,

You will be pleased to hear that I am in receipt of a letter from Professor Nobbs in which he waives all claims on behalf of the firm of Nobbs and Hyde in the matter of the gymnasium, - claims which were based on understandings arrived at with the late Principal Peterson.

Mr. Nobbs adds that he would very much regret if any claims of his firm were to be the cause of the least embarrassment between the Governors and the Graduates. All he asks is that his partner receive equal consideration with the other graduate architects who may submit plans.

Ever yours faithfully,

Principal

April 23, 1932.

E. W. Beatty, Esq., K.C., LL.D.,
Chancellor,
McGill University.

My dear Chancellor,

You will be pleased when I tell you that I am in receipt of a letter from Professor Nobbs in which he waives all claims on behalf of the firm of Nobbs and Hyde in the matter of the gymnasium, - claims which were based on understandings arrived at with the late Principal Peterson.

Nobbs adds that he would very much regret if any claims of his firm were to be the cause of the least embarrassment between the Governors and the Graduates. All he asks is that his partner receive equal consideration with the other graduate architects who may submit plans.

Ever yours faithfully,

Principal.

April 23, 1932.

Professor Percy Nobbs,
New Birks Building,
Montreal. P. Q.

My dear Professor Nobbs,

Let me acknowledge with very sincere thanks your letter of yesterday with reference to the obligation of the University to you in the matter of a gymnasium.

May I venture to say that I think you have come to a very wise decision, certainly one which will meet with the very warm commendation of the Governors and the Graduates' Society. I am quite sure your firm will not, in the long run, suffer in any way. It relieves an embarrassing situation, and I am very grateful.

Certainly not only the Graduates but the University will expect your firm to put in plans for the new gymnasium. Personally, I should not be at all surprised if your plans were accepted, because no one has given this matter anything like the thought and consideration that you have.

assurance of my thanks,

With the further

I am,
Ever yours faithfully,

Principal.

The
Graduates' Society of McGill University

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MCGILL UNIVERSITY, MONTREAL
PHONE MARQUETTE 9181

General Sir Arthur W. Currie, G.C.M.G., K.C.B.,
Montreal.

Apr. 1/1932.

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to 1919 - the period covered by the letters quoted in yours of the 9th - plans for a gymnasium were made, and that these were submitted for tenders. It was presumed that Professor Nobbs was remunerated for his services in the development of such plans. It was also assumed that if competitive designs are sought, Professor Nobbs should be given the privilege of submitting plans for the building if he so desires.

In view of these facts, we were asked by the Committee to communicate with you again so that the matter might be given further consideration, and that you would be under no misunderstanding with regard to the views taken by the Committee.

May we assure you that this question would not be raised were we not confident that a decision to place this work in the hands of any particular architects without competition, would seriously embarrass our efforts in the enterprise, subject us to adverse criticism and, we believe, place any architect so selected in an unfortunate position in the eyes of our graduates.

May we further point out that we do not wish to do anything that would reflect in the slightest degree adversely on Professor Nobbs' credit or reputation, and that this is in no sense a personal matter. It is the principle that is under discussion. We quite understand that our interests are all mutual in this enterprise, and that you must have assurance that any building erected must comply with your ideas of your final developments.

With this understanding, it should be possible for us to make some arrangement whereby no injury could be done to any person and an opportunity afforded the graduates to carry out the plans in such a manner as to avoid all criticism.

The
Graduates' Society of McGill University

PUBLISHERS OF THE
"THE MCGILL NEWS"



MCGILL UNIVERSITY, MONTREAL
PHONE MARQUETTE 9181

Montreal, April 1st, 1932.

General Sir Arthur W. Currie, G.C.M.G., K.C.B.,
Principal and Vice-Chancellor,
McGill University,
Montreal.

Dear Sir Arthur:

Yesterday your letter of the 19th, relative to the architect for the proposed gymnasium, was placed before the Provisional Committee of the Graduates' Society. The Committee, after a lengthy discussion, remained still of the opinion that it would be of the greatest benefit to the gymnasium project if the design of the building were a matter of competition thrown open to McGill Graduate architects. I want to emphasize that this feeling is not caused by the fact that any one architect is closely connected with the University. It is essentially a feeling - and a very strong feeling - that such a procedure would free the Graduates' Society from any criticism of partiality and ensure that we get the best plans for a gymnasium that our architects can give us. We must recognize the fact that at the present time there is very little work in the architects' offices, and, consequently, it is an opportune time for any who may be so inclined to criticize us if a slip is made. I am sure we all feel that it is extremely important in proceeding with the collection of the fund for the project, that our first step should not be subjected to the slightest adverse criticism. This was the feeling which actuated a frank discussion of your letter.

With regard to Professor Nobbs, it was quite understood from your letter that the Governors felt that there was an obligation to him with respect to University buildings. It was developed, however, in our conversation that the proposed building is not strictly speaking one that would be put up by the Governors but would be built by the graduates, and because of that fact the Governors might be relieved of what they consider an obligation on their part. It was also developed in conversation that subsequent

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Montreal.

Apr. 1/1932.

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I hope that after you have considered the foregoing I may discuss the subject further with you, together with Mr. P. F. Sise, the representative of the Board of Governors on our Committee.

Faithfully yours,

Handwritten signature of H. C. Laquerre

President, The Graduates' Society
of McGill University.

HMJ/RH

The Steel Company of Canada, Limited

OFFICE OF VICE-PRESIDENT

Montreal, Canada

March 15th, 1932.

Sir Arthur W. Currie, G.C.M.G., K.C.B., L.L.D.,
Principal & Vice-Chancellor,
McGill University,
Montreal.

Dear Sir Arthur:

I have at hand your letter of March 9th re. Architect for Gymnasium, and I am greatly obliged to you for so clearly explaining the position. This letter I will place before our Committee at our next Meeting, and I feel confident that everybody will be satisfied now that we have a proper understanding of the conditions.

You will please understand that, so far as I myself am concerned, I would not have raised this question. It was raised because of the fact that suggestions were made by some graduates that we ought to have a competition open to all McGill Graduate Architects, and in matters of this sort it is well to conduct oneself so that there can be no adverse criticism regarding our actions.

Yours faithfully,

H. W. James

*pa
awc*

HMJ/RH

March 9th, 1932.

Homer Jaquays, Esq.,
President,
The McGill Graduates' Society,
Montreal. P. Q.

My dear Mr. Jaquays,

This morning Mr. John Ross and I discussed with Professor Nobbs the matter of throwing open to competition plans for a Gymnasium.

Personally, I cannot see what can be done. After the War, the Governors sought to arrive at some definite understanding with Professor Nobbs as to their obligation to him in the matter of buildings, etc. In a letter written by Mr. Walter Vaughan, for years Bursar of the University, to Mr. A.P.S. Glasco, Bursar, on June 16, 1919, I find the following:

"It was distinctly understood that Professor Nobbs should be employed as the architect for the gymnasium and a committee was about to act in conference with him and the university authorities when the war broke out and the plans for the gymnasium had to be held in abeyance until the termination of the war....."

"In respect to the gymnasium and the lay-out of the Park, therefore, there is nothing further due to Professor Nobbs or his firm, but the University is under contract to Professor Nobbs to employ him as architect for the gymnasium, and if it should care to give him further remuneration for the work which he had done on that building, it can be deducted from his professional fees, when the construction of the building is proceeded with."

In another letter, written on the 25th of June, 1919, by Mr. Vaughan to Mr. Glasco, I read these words,

"With regard to the gymnasium, the University must consider itself as under contract with Professor Nobbs to employ him as architect for the building. \$1600 was paid on account of services rendered in connection with the building and the lay-out of Macdonald Park, but this amount was quite inadequate to cover the services rendered, and I should recommend that the University now pay to Messrs. Nobbs and Hyde the \$1900 suggested in their letter of the 18th of March. Messrs. Nobbs and Hyde do not press for payment of this sum at the present time, but it would doubtless help them if they could receive it now, and the payment would be merged in the professional fees which would become payable when the gymnasium is undertaken."

On the 26th of June, 1919, Mr. Glasco (Secretary of the University) writes as follows to Messrs. Nobbs and Hyde:

"I beg to enclose copy of a letter which I have received from Mr. Vaughan dealing with the position of affairs between your firm and the University with respect to services rendered in connection with the proposed gymnasium, dormitories and convocation hall. I would like to have a written confirmation of the verbal acceptance by you mentioned in Mr. Vaughan's letter.

"It was agreed at a meeting of the Finance Committee of the Governors, held today, that on receipt of such acceptance your firm should be paid \$1,900 on account of work done on plans of the proposed gymnasium; this sum, together with the \$1600 already paid on this account, to be deducted from the regular fees which will become due at the time this work is proceeded with."

This letter was acknowledged on June 27th by Mr. Nobbs, when he confirmed the understanding, as Mr. Glasco had asked him to do.

I may point out to you that all this was done before I became Principal of the University, and I must add that never by the Governors of the University has there been any question of their obligation to employ Mr. Nobbs when the building of the gymnasium is proceeded with. Of course, I know that the owner can always dispense with the services of an architect or a contractor; but if he does so, there are certain things which by law must be settled.

The owner must compensate the architect for his services, his costs up to date, and any damages which the architect may feel he suffers in the matter of credit and reputation. For twenty years it has been understood by the University authorities and by Mr. Nobbs, and acknowledged by us to him, that he was to be the architect of the gymnasium when the building was put up. For twenty-seven years he has been the Professor of Design at McGill University, and I may add that his salary today is the same as was paid to him twenty-seven years ago. It has always been recognized (by me, at least) that in the matter of his teaching and his professorship, Mr. Nobbs was being paid far less than the position called for, though I think, and he agrees with me, that while he has been kind to the University in that respect, the University has been kind to him in the matter of employing him as architect for their buildings.

As I say, Professor Nobbs is Professor of Design, a very important position in our School of Architecture, and if we refuse to employ him as the architect of the gymnasium, after an understanding of twenty years' standing that he would be so employed, in my opinion he would have very just and ample grounds for damages as to his credit and reputation. Professor Nobbs enjoys a very respected and honoured standing among the architects of Canada, and I repeat that were the University to refuse now to keep its agreement with its own Professor of Design, it would be a sad reflection on our own School, on Mr. Nobbs, and on our conception of what is honest and fair. I am quite sure that your own good judgment will harmonize with the opinion I have formed.

Now, as to the suggestion that we call for competitive designs, sketches and plans, and agree to make the winner of this competition the associate architect with Mr. Nobbs. I quite agree with him when he says that the result of such a plan would be wasteful and likely to produce friction. As Mr. Walter Vaughan says, the University has been under contract for twenty years with Mr. Nobbs, and it must, in my opinion, respect that contract. I think our own graduates in Architecture ought to respect the contract as well, and not try to bring any pressure on the Governors to break a solemn obligation. I am sure if the architects concerned really understood the situation, they would not press this matter.

If you would like to discuss the matter further with me, I am at your disposal at any time.

Ever yours faithfully,

Principal.

DOCKET ENDS:

NOBBS & HYDE

ARCHITECTS

PERCY E. NOBBS, M.A., F.R.I.B.A., R.C.A.

GEORGE T. HYDE, B.Sc., S.B.

14 PHILLIPS SQUARE

MONTREAL.

April 1, 1924.

Sir Arthur Currie, K.C.B.,
Principal,
McGill University,
Montreal.

re: Proposed Arena, Gymnasium etc.

Dear Sir Arthur,

I have pleasure in handing you herewith the thumb-nail plans as promised, showing possible disposition for a Hockey Arena, Gymnasium, Drill Hall and Bath, etc., on the irregular site between the Stadium and Pine Avenue. The amount of land occupied by the Arena is 56,000 square feet.

As I informed you, we are of opinion that the whole thing can be done within a million dollars, assuming that the character of the building is kept simple.

It has not been possible to do more than record in these drawings the general layout which, so far, appears to us most likely to offer a solution of the requirements, in such a way as to conform with the general scheme of the Stadium. The Gymnasium is the only part of the group which will be of any considerable height, and I feel very strongly that this should be placed in due relation to the cross axis of the Stadium; otherwise the people in the Stand will have a saw-tooth skyline as a background to the play.

A set of preliminary sketch plans, suitable for submission to the Committee could be got out in a fortnight, if Dr. Lamb and Major Forbes can be available to advise us on details.

Yours faithfully,

Percy E. Nobbs

PEN/C

Enc. Sketch Plans 1/32 scale. *Scheme K*

DOCKET STARTS:

file 29 from Currie's files

NOBBS & HYDE
ARCHITECTS

PERCY E. NOBBS, M.A., F.R.I.B.A., R.C.A.
GEORGE T. HYDE, B.Sc., S.B.

14 PHILLIPS SQUARE
MONTREAL

February 25, 1921.

Sir Arthur Currie,
Principal
McGill University,
Montreal, P. Q.

Dear Sir:

In reply to your note of the 23rd inst., and further to my letter of February 9th, I would say that my letter to Mr. Glassco of March 18, 1919, and Mr. Vaughan's letter to him of 25th June, 1919, read together, are quite explicit -- the sums that might become due to us in certain contingencies in connection with the works specified are matters for agreement or arbitration.

I append a memorandum of the services of my firm to the University from March, 1919, to date. Remuneration for services of this kind could in future best be arranged in the form of an annual retainer, as the separate items are, from the nature of the case, inter-related.

By the phrase "Vested interest in the material development" I mean that my firm has been consulted and has furnished sketches and information in connection with so many prospective building schemes during the last ten years, receiving no substantial remuneration for these services but relying on compensation in resulting commissions when the various projects were carried out. In view of the general situation, accounts for minor services have not been rendered. These services are mentioned now in answer to your definite request.

Yours faithfully,

PEN/C
Enc.

Percy Nobbs

25/2/21

MEMO. OF PROFESSIONAL SERVICES
TO THE UNIVERSITY FROM MARCH, 1919 TO DATE.

- May, 1919 - Sketches, Aerodynamic Lab.
Nov. 1919 - Reports, Cost of Dormitories.
Nov. 1919 - Sketches, Gymnasium II A.
Dec. 1919 - Plans, McCord Museum.
Mar. 1920 - Consultations re additions to
Physics and Old Medical Buildings, etc.
May, 1920 - Block Plan, General Scheme.
July, 1920 - Bird's Eye, General Scheme.
Oct. 1920 - Sketches, (3 schemes) Library.
Jan. 1921 - Report (Gymnasium).

NOTE 1. - In the case of the Gymnasium, the further amount incurred is mergeable in commission when the work goes on. Payment has been made in the case of the McCord Museum - a nominal sum of \$200. As to the Library we only charged for out of pocket expenses; the value of services might be placed at \$2,500.

The values of the Block Plan and Bird's Eye drawings are considerable as drawings, and as instruments of service might be placed at a substantial figure.

The minor consultations have absorbed an appreciable amount of time and office expense.

NOTE 2. If the Board does not desire to be under obligation to us, the sum of \$5,000.00 would be a reasonable adjustment on matters arising since March, 1919, outside the Gymnasium. A settlement of this nature is not sought.

Nobbs & Hyde

PEN/

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From Principals Files

NOBBS & HYDE
ARCHITECTS

PERCY E. NOBBS, M.A., F.R.I.B.A., R.C.A.

GEORGE T. HYDE, B.Sc., S.B.

14 PHILLIPS SQUARE

MONTREAL

February 9, 1921.

The Principal,
McGill University,
Montreal.

Dear Sir Arthur,

Following your conversation with Mr. Hyde and myself yesterday, at which you kindly disclosed to us certain proposals, very favourable to ourselves, now under consideration, I have pleasure in enclosing a memorandum on my relations with the University from 1903 to 1921, as you requested.

Yours faithfully,

Percy Nobbs

PEN/C
Enc.

9/2/21.

Memorandum regarding Mr. Nobbs' relations
with the University 1903 - 1921.

1903-1910.

From 1903 to 1910 I occupied the Macdonald Chair in Architecture. During that time the number of students increased from 2 to about 40. My salary was two thousand five hundred dollars (\$2,500.00) per annum. It was understood that I could practice, but not in partnership. I was associated from time to time with other architects on individual jobs, however, and did a good deal of consulting work. For the University I carried out the following works, to the value of about one million dollars (\$1,000,000.) under various arrangements as to salary and commission:

- (1) McGill Union;
- (2) R. V. College remodelled;
- (3) Macdonald Engineering Building Reconstruction;
- (4) Workman Building Extension;
- (5) Power House.

1910-1915.

In 1910, on my recommendation, a second full professor was appointed in architecture. To facilitate this arrangement with the means at our disposal, I resigned the "Macdonald Chair" and was appointed "Professor in Charge of Design" at a salary of fifteen hundred dollars (\$1,500.00) per annum. It was also part of the arrangement that I should be at liberty in the matter of partnership. I became associated with Mr. G. T. Hyde, a graduate of the Department in 1899. From that time up to the War no building of any consequence was done at the University. I was habitually consulted on all matters affecting the buildings, and some future projects were designed by my firm, chiefly in connection with developments for Macdonald Park. The University building projects during this period provided no profits. My firm was, however, successful, and we carried out five million dollars' (\$5,000,000.) worth of other work, the University of Alberta and the Protestant Board of School Commissioners being among our best clients.

Handwritten signature and date:
10/2/21.

9/2/21.

1915-1921.

Shortly after I went overseas, in 1915, I was notified that my honorarium as professor could not be continued, and on my return some time elapsed before I was reinstated. Whether this constituted a grievance or a compliment, I have never been able to decide.

Advantage was taken of my presence in Canada in 1916-1917 to further develop the schemes for the Gymnasium and Students' Residencies, and to initiate studies for a Convocation Hall. Some small sums were paid in this connection with a view to covering the out of pocket expenses to which my firm was put in these matters, but there were no profits from University building schemes.

It will thus be seen that, during the first seven years of my relations with the University, my services to the institution were profitably remunerative to me. Since that time I have been enabled to serve the institution because I could support myself professionally. During the last ten years I have earned approximately \$90,000. outside, and received about \$10,000. from the University as salary for instruction of a special and exacting nature. There has, of course, always been a frank recognition of my vested interest in the University's material development.

P. J. Webb.
10/2/21.

PEN/C

DOCKET ENDS:

NOBBS & HYDE
ARCHITECTS

PERCY E. NOBBS, M.A., F.R.I.B.A., R.C.A.
GEORGE T. HYDE, B.Sc., S.B., F.R.I.B.A.

1240 PHILLIPS SQUARE
MONTREAL

*Please return
to Principal*

April 22, 1932.

Sir Arthur Currie, G.C.M.G., K.C.B.,
Principal,
McGill University,
Montreal.

Dear Sir Arthur,

Since our conversation with Mr. Ross the other day on the subject of my firm's interest in the Gymnasium job, what may be called the broader aspects of the matter have been mentioned to me by mutual friends. On further consideration, and in view of my long association with the University and its development, I feel that I would prefer to waive all claims on behalf of my firm in this connection, based on understandings arrived at previous to your accession to the Principalship.

I should very much regret that any claims my firm has in this matter should be a cause of the least embarrassment as between the Governors and the Graduates.

In the event of a competition being instituted for the Gymnasium Building, strictly restricted to graduates of the University, my partner would expect equal consideration with other graduates.

I am,
Yours very truly,

PEN:C

Percy E. Nobbs