

THE OWNERSHIP OF ARCHITECTS' DRAWINGS.

MR. H. H. STATHAM'S MOTION IN THE INTERNATIONAL CONGRESS OF ARCHITECTS.

The question is distinct from that of architectural copyright in designs, with which it must not be confounded. It turns on the question whether the drawings and specifications made by the architect in order to carry out a building are to be retained in his custody or to be handed over to his client. In France and Germany no legal question is raised on the subject—the architect retains the drawings as a matter of law. In England the custom has been almost universal in the same sense. But in the case of *Ebdy v. McGowan* (1870), the Court ruled that, the building not having been carried out, the drawings must be handed over to the client on his paying for the time expended on them. In the case of *Gibbon v. Pease* (1904), the Court, to the surprise of architects, ruled that the precedent of *Ebdy v. McGowan* covered all cases, whether the building had been carried out or not, and that the client had a right to demand all the drawings, the Court refusing to hear any evidence on the side of the architect, whose drawings and specifications can, therefore, in England, be legally claimed by the client, although he already has what he really paid for—viz.: the building itself. It is pointed out that an architect is not paid for making drawings, but for producing a building, the drawings, being only his necessary instructions to the workmen; under some circumstances he might even dispense with drawings altogether. To require him to hand over to the client drawings and specifications, which represent the result of this professional experience over many years, for the client to use as he pleases, is a manifest injustice to the architect. Moreover, the custom in the profession of handing over the drawings to the client when the building has been planned, but not carried out, is a mistake on the part of the profession; as in such a case an unscrupulous client has only to say that he has

changed his mind in order to get possession of the drawings and use them as he pleases, with no further compensation to the architect. The wording of Clause I of the Institute Scale of Charges is most unfortunate, as it appears to state (though not so intended) that the architect's commission is for producing drawings of a building. The wording of this clause should be amended. The author moves the following resolution:

"That, in the opinion of this meeting, the Royal Institute of British Architects, having revised the wording of its paper on the Professional Practice as to the Charge of Architects in the sense indicated above, should as early as possible take steps to get a Bill introduced into Parliament for securing the adoption of their scale of charges, so amended, as part of the law of the land."

At Clayburn, about 40 miles from Vancouver, within the last few months a number of inexhaustible clay mines have been opened; a plant has been installed for the manufacture of all kinds of building and fire brick, fire proofing, terra cotta and drain tile, and the latest style of forced draught kilns erected. The factory contains a number of different machines, operated by steam power, and automatic in action. There are two dry-press machines, capable of producing 20,000 bricks daily, and an augur machine with a capacity of 35,000 daily. All the wares from this machine pass through drying tunnels before reaching the kilns. There are eight of these, each 105 feet in length. Permanent down-draft kilns are now in process of construction. These will be of different capacity, four of 75,000 each; one of 15,000, and three of 300,000 each. Plans have been prepared and construction will soon begin on the factory for the manufacture of sewer pipe. This building will be of brick, four stories in height, and will have a plant by means of which all the standard diameters of pipe may be produced.

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