

Oct. issue bound
after Nov. one.



THE first number of CONSTRUCTION brought forth a countless number of favorable comments from almost every quarter in both Canada and the United States, some of which are reproduced elsewhere in this number.

We had anticipated that a journal published along the lines laid out in our initial number would be well received by the building and engineering interests in Canada, but were not prepared for such a gust of enthusiasm as was shown in the reception accorded the first issue of the paper. In producing a publication like CONSTRUCTION it is always looked for,

ABOUT OURSELVES.

by the publishers, that some mistakes or deficiencies will creep into the first number and that later the policy

adopted may have to be changed in some few particulars. But we have failed to receive one adverse criticism on our initial issue and shall continue to carry out the vigorous, broad policy outlined in our first number.

When we first talked of producing a high-class journal for the constructional industries in Canada we met, from time to time, with the pessimist who maintained that the field in the Dominion was not sufficiently large to lend patronage great enough to warrant the production of an expensive publication, such as CONSTRUCTION. These views of the pessimist have disappeared and we are satisfied that we have already proven the fallacy of such contentions.

The large number of subscriptions already received, and the number of liberal advertising contracts secured at this early date, render the progress made by CONSTRUCTION, from its very inception, much more rapid and material than that of any journal ever started in Canada (technical or secular).

We trust that architects, engineers and contractors will realize the importance of lending us their co-operation in our efforts. We want every member of the craft in Canada to realize that CONSTRUCTION is his paper, the columns of which are always open for comment and criticism. We want every reader to be a correspondent. Every issue we want to make better than the preceding one and hope to give you a fresh surprise each month.

Owing to the lack of space we were unable to treat upon the large number of subjects outlined for our November issue, this month, but they will all be contained in our December number.

* *

COMPARATIVE figures of the years 1907 and 1908 show the increase in assessment of Toronto, Ont., to be the largest in the history of the Queen City. The figures are as follows: 1907, total assessment, \$185,263,260; 1908, total assessment, \$207,317,767, an increase of \$22,054,507.

The population of Toronto has also shown a gratifying increase from last year, 253,720 to 272,000 this year, an increase of 18,800.

TO all Canadian architects the judgment lately rendered by Mr. Justice Riddell in the case of Gibson vs. The Canada Furniture Company in the Toronto civil assizes, should be exceedingly interesting as it practically establishes the schedule rates adopted by the Ontario Association of Architects—and consequently throughout the whole Dominion, for they differ but slightly in the distinctive provinces—as legally recognized. It also makes

ARCHITECTS' FEES LEGALLY RECOGNIZED.

clear the attitude of the law toward the much overworked scheme, on the part of prospective builders, of evading payment where the architect's plans have not been entirely acted upon. Such capers are not uncommon,

and it is gratifying to be assured that the judiciary will not countenance them. While, within the past year—in the cases of Ellis vs. Conboy and Carrere & Hastings vs. Hyslop Bros.—the profession has been favored with two sympathetic manifestations in similar cases, the suit of two weeks ago is about the first on record to decide a straight issue of *quantum meruit* in this country.

On November 12, Architect C. J. Gibson, of Toronto, secured judgment against the Canada Furniture Company for full amount of suit and costs, at the hands of Mr. Justice Riddell. Mr. Gibson had brought action for the sum of \$907.75 for professional services rendered. His original bill had been \$1,407.75, upon which he had received \$500, the Company disputing the value of the services received and withholding the balance. The items of the bill were: \$700 for drawing up the plans and specifications of an entirely new factory at Seaforth, valued at \$35,000; \$600 for drawing plans for the remodelling and extension of the old building after it was decided not to build an entirely new plant; \$100 for services in connection with an extension to the Warton factory; \$7.75 travelling expenses.

A special arrangement with Mr. Gibson, according to which he should not charge the regular 2 per cent. on the cost of the buildings for his services, was claimed by the Canada Furniture Company, but plaintiff denied making any such arrangement. The company further stated that the plans for the new factory were never acted on, and the plans for the remodelling and extending of the old factory were not adopted, but merely used as a guide. Mr. Gibson admitted these facts, but said he failed to see why that should affect his bill, as it did not lessen the work he had performed.

The bone of contention was as to whether the schedule of charges adopted by the Ontario Association of Architects was collectable. The other claim that the plans were never acted upon was only a side issue, to strengthen the argument, if possible, that Mr. Gibson had charged excessively unreasonably throughout the whole deal. Mr. Edmund Burke, President of the Ontario Association of Architects, gave evidence as to the leniency of the charges