

# LOUISIANA ARCHITECT

MARCH

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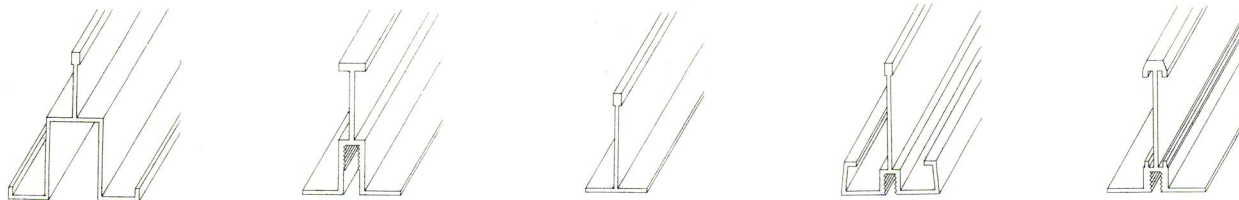
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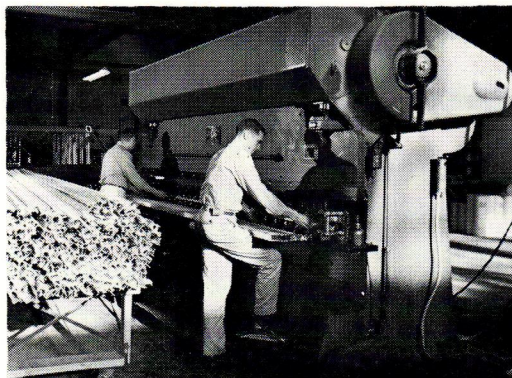
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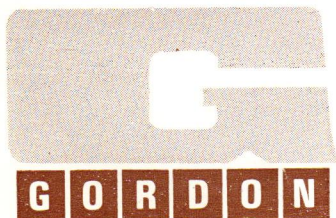
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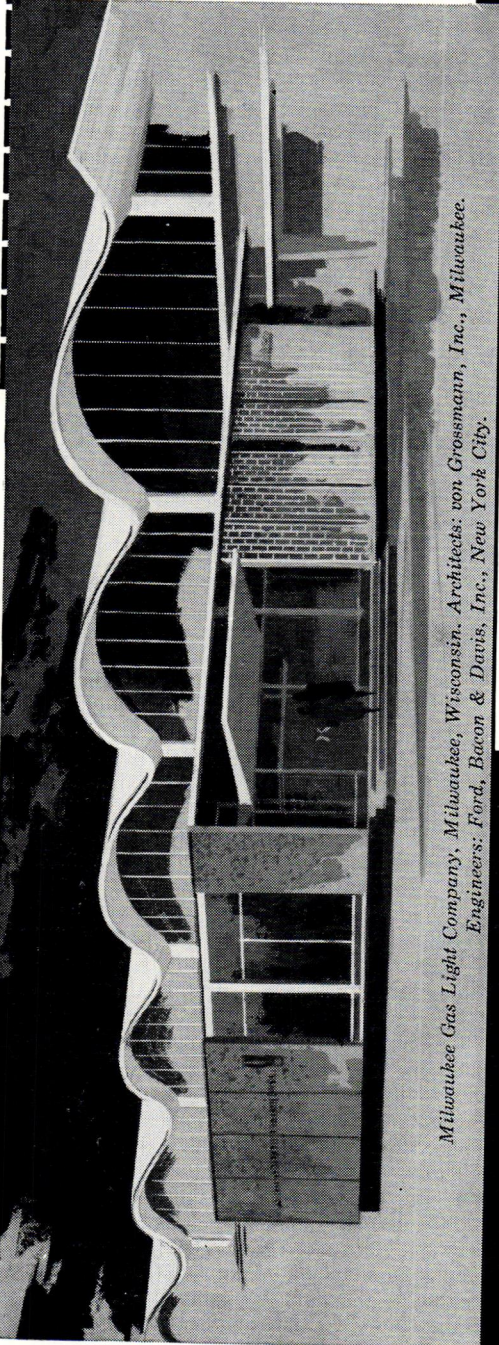
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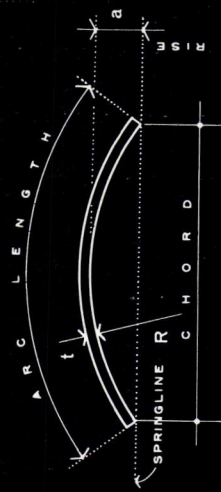
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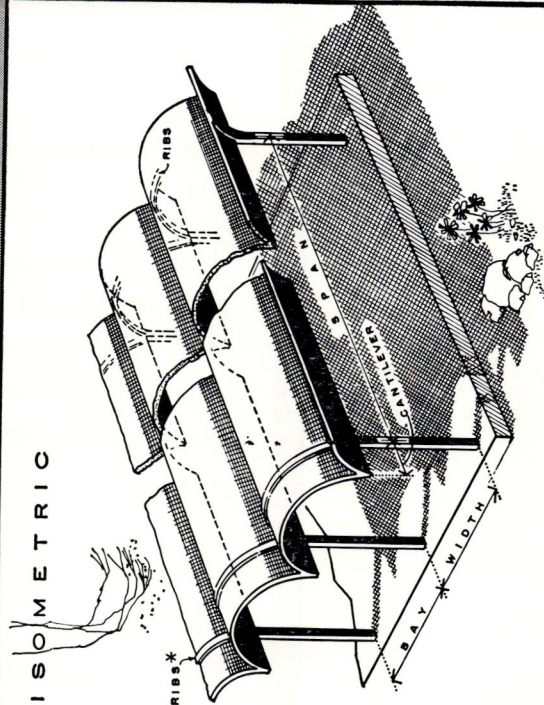
### BARREL SHELLS / SPAN DATA <sup>(1)</sup>

SPAN	BAY WIDTH	a	R	t	reinforcing (2)
80'	30'	8'	25'	3"	3.5
100'	30'	10'	30'	3"	4.0
120'	35'	12'	30'	3"	4.5
140'	40'	14'	35'	3"	5.0
160'	45'	16'	35'	3 1/2"	6.5

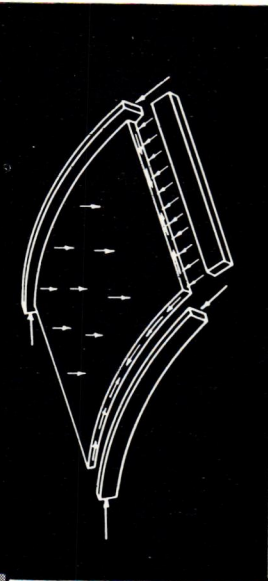
(1) for long-span multiple barrels, the usual span-to-depth ratio varies from 1:10 to 1:15

(2) pounds per square foot of projected area

### ISOMETRIC



\*RIBS, NECESSARY TO STIFFEN THE SHELL AT THE SUPPORTS, MAY BE INCORPORATED ABOVE OR BELOW THE CURVED PLANE. DRAWING ABOVE SHOWS BOTH TYPES.



some small bending moments in the shell must be considered in the design.

The stiffeners along the curved edges usually consist of arch-type ribs or diaphragms spanning between the supporting columns. Cantilevers are easily achieved; thus the visible shell edge can be as thin as the basic shell. Write for further free information. (U.S. and Canada only.)

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## Thank You, John McInnis

There is much talk about the growing reluctance of our citizens to "get involved." Too many have experienced the high price one often pays when he stands up to be counted, even though he might stand up for righteousness.

On March 4, Minden Contractor John McInnis appeared before the Legislative Committee probing into alleged bidding irregularities. He appeared as a voluntary witness. He spoke plainly and to the point. He didn't choose to hide behind technicalities; he did not evade difficult questions.

John McInnis was one of the first men to raise his voice in protest. With patience, dedication and fortitude (and after considerable time and personal expense) he continues the effort that few of us have the will and courage to expend.

The Shreveport AGC Chapter and the State AGC Council should be proud of John McInnis. In fact, the entire construction industry is indebted to John McInnis, to the W. A. McMichaels and the Jack Terrills. One thing for sure, the Louisiana Architects Association is. (EDITOR)

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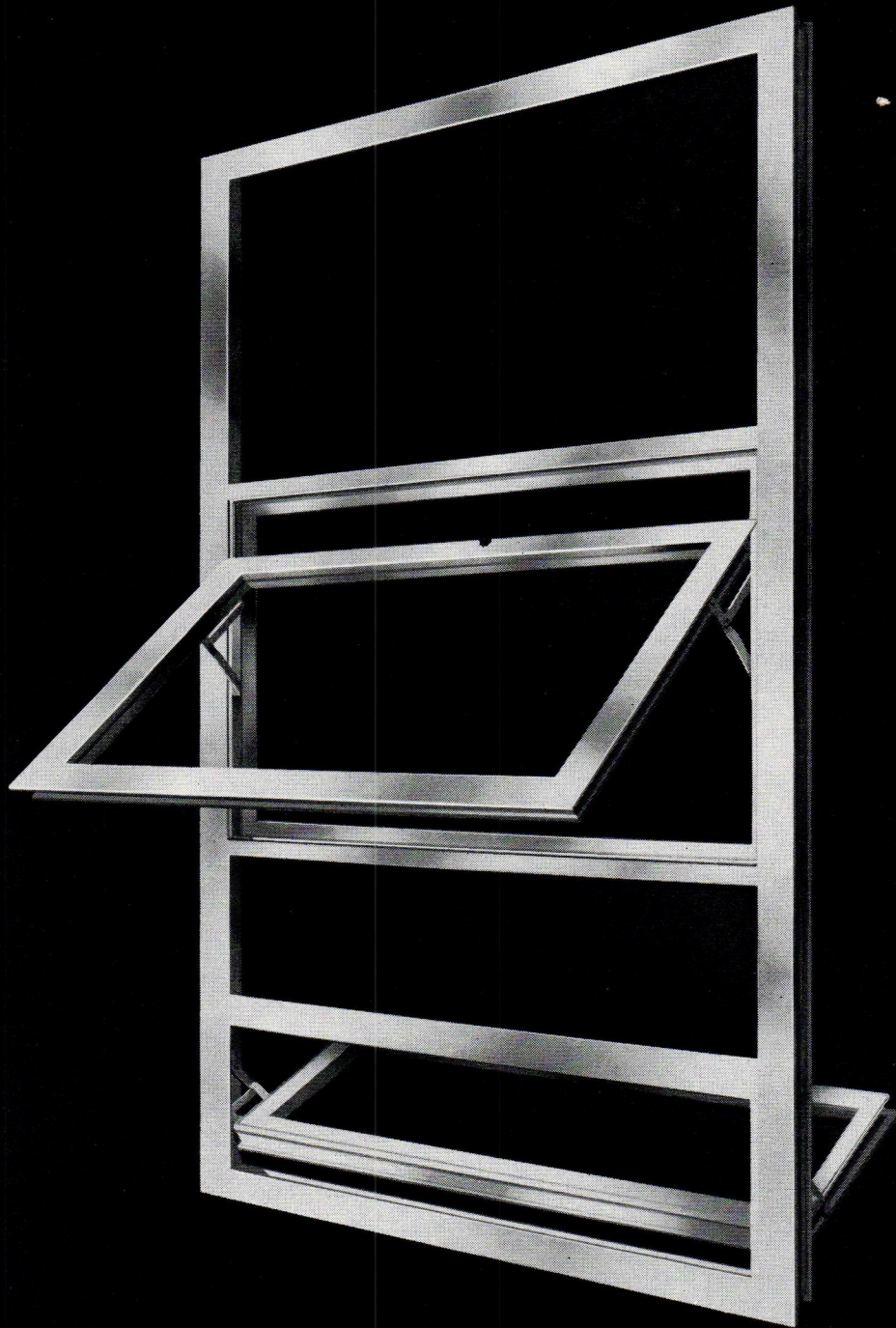
COVER: See page 14 for pertinent narrative.



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Dear Editor:

Enclosed you will find a paper entitled "Defense of Suits under Professional Liability Policies." This was prepared by Mr. Drake who was formerly with Continental Insurance Company, the company that writes the AIA standard policy. I have written Mr. Drake and obtained his permission to publish this if you would like to do so. While directed primarily to lawyers, I think it will be of great interest to the members of the Louisiana Architects Association.

Alvin B. Rubin

In the past, on more than one occasion, when I have been asked to discuss some topic of the law with defense attorneys, I have always secretly suspected that the unannounced subject was: "How To Get Along With An Insurance Company—Its Agents, Insureds and Adjusters!" In this instance, before I could appear before you, I "deflected" to join your ranks as a defense lawyer!

Never-the-less, it is both true, and in part unfortunate for the insurance industry, that a typical successful defense lawyer may spend 98% of his time getting along with his client—the insurance company, and 2% of his time defending the law suits that they refer to him. This illustrated by the fact that approximately 10% of the pending liability claims were in suit, but less than 2% of these suits are tried to conclusion. From these statistics, it is reasonable to deduce that the defense lawyer has to spend most of his time writing opinions, making status reports and corresponding with the company representatives. Of course, a time charge can be made for this work, but that particular aspect of the matter is outside the scope of this discussion.

About twelve months ago, while I was still employed by Continental, I conceived the idea of conducting a series of meetings or seminars for Continental's defense attorneys. The principal objective of these meetings was to improve our defense efforts through an exchange of ideas about investigations, depositions, settlements, trial technics, fees, and our basic claim handling philosophy. While these seminars were primarily concerned with our claims and suits under professional liability policies; with only a slight modification this same material could have been applied to all types of liability claims.

A paper which I prepared on this subject of handling suits and claims received wide distribution; and later it was printed in the August, 1964, issue of the *Insurance Law Journal*. From the comments I received, most defense lawyers have read this article with an enlightened interest; however, some insurance company personnel did not share such enthusiasm; not because of any fundamental disagreement with the statements which were made, but primarily because they preferred to "reserve their rights" on the subject, even to the extent of dealing with their own defense lawyers. If time permitted, I could illustrate with some true-to-life stories.

Your success in defending suit under a professional liability policy, as with any other insurance policy, depends primarily upon your ability to know, and to get along with the representatives of the insurance company that you represent.

Another consideration which does not have anything in common with suits under other types of liability policies, is the fact that the insured under the professional liability policy who is your "client" by reason of your having been requested by the insurance company to afford him a defense, now may become "adverse" to the interests of the insurance company.

Under professional liability policies, this situation can arise in several different ways.

1. The policy provides that no settlement or compromise of the claim or suit may be made without the written consent of the insured.

# DEFENSE OF SUITS...

By Norbert H. Drake

2. Most professional liability policies are written with a substantial deductible; therefore, the insured has an interest in the claim. He may not feel comfortable with the insurance company's attorney representing him, and he insists that all matters be checked by his own attorney.

3. The insured, for reasons known only to himself, may adopt an attitude either that he freely admits the error, or denies the error . . . with or without facts in support of his conclusions.

In order to successfully defend the insured, the lawyer must also handle these aspects of the claim and suit.

This concludes the "psychological" part of my discussion.

In studying the legal aspects of this subject, my comments of necessity are not based on my reputation as a trial lawyer; since it has been only within the past few months that I have returned to the private practice of law after fifteen years devoted to handling and supervising liability and surety claims for an insurance company. Perhaps my only qualification to discuss any phase of the Law of Louisiana is that I graduated from L.S.U. Seriously, I am going to discuss this subject more as an outside critic, than a skilled performer of any legal jurisdiction. My observations and suggestions on this subject are primarily based upon observing defense lawyers try cases; and upon many years of reading depositions, briefs and trial reports. Further, my observations are not based upon what I have observed of the efforts of one law firm, but a comparison of the efforts and the results of many law firms, both large and small, throughout the United States.

## MUST ALLEGE AND PROVE

Every trial attorney knows that to recover damages against a defendant for negligence, he must allege and prove certain basic assertions or allegations. By experience he is able to select and judge from the complexity of the case, and the available proof, those assertions which are most likely in his opinion to persuade the judge and the jury that the defendant is liable. The plaintiff's lawyer tries to reach these conclusions as rapidly as possible, so as to devote a greater portion of the time available to prove the dollar value of the claim or damages.

The effect of this approach by the plaintiff's attorney, together with the pre-occupation of the representatives of the insurance company in obtaining from the defense lawyer a prompt report as to the settlement value of the suit, is that the defense lawyer immediately concentrates on the dollar value of the plaintiff's injuries. The importance of the substantive law upon the plaintiff's case is given second consideration, or none, until it is apparent that the suit will have to be tried. Even at pre-trial and during suit, the emphasis is upon the dollar value.

This concern with the dollar value of the suit affects other aspects of the claim. When the suit papers arrive at the lawyer's office, little or no investigation may accompany them. From the insurance company's point of view, this is another expression of their emphasis upon costs. Even if there is an investigation, it was primarily directed toward the phases of the claim which are often of little value to the lawyer in assembly of the evidence to be used as proof. Usually, the lawyer does not ask the

# ... Under Professional Liability Policies

company for help in the matters, but resorts to the discovery procedures available under the Practice Code of the jurisdiction involved.

Meanwhile the plaintiff's attorney and the company's representatives continue to press the defense lawyer for the top dollar value. The defense lawyer is told that even the non-liability claims have a settlement value to the insurance company. Unless the defense lawyer can discover "fraud" in the plaintiff's claim, it has been my experience that he will not be able to get the insurance representatives to consider non-liability as justifying a "go-to-trial" suit. The defense lawyer has difficulty in getting the company to examine the claim from the viewpoint of the substantive law.

From having examined thousands of liability claims and suits, I am convinced that both the insurance company and the defense lawyer should give more attention to the substantive law as it affects the liability claim. The issues of dollar value and settlement are always important, but to concentrate on these aspects almost to the exclusion of the substantive law is to reduce the plaintiff's burden of proof.

## *THE SUCCESSFUL DEFENSE OF A PROFESSIONAL MAN DEPENDS UPON THE EFFECTIVE APPLICATION OF SUBSTANTIVE LAW TO THE PROOF OF NEGLIGENCE.*

Whenever a person holds himself out to the public as a person with a special competence, as in the case of a lawyer, an architect, a physician, etc., the law imposes upon him a duty to act as a reasonable and prudent man with the *special competence*. Professional negligence is the failure to act as the reasonable man with the special competence would under the same or similar circumstances.

There is no such thing as reasonable or unreasonable conduct standing alone; all conduct must be considered in relation to the qualities of the actor, which include his physical attributes, skills, training, intellectual powers, and mental condition at the time of the action. In applying this rule, Courts have made allowances, not only for the external factors, but for many of the physical and mental characteristics of the actor, and have applied a more or less "subjective standard of care."

## STANDARD OF CONDUCT

At law, the man who represents himself as being a professional man, and undertakes to perform a professional service for others, has imposed upon him a standard of conduct or care not only to perform such work with "reasonable care" but such professional man is *presumed* by the law to possess knowledge, skill and intelligence in his special competence that is superior to that possessed by an ordinary man. The results of the professional man's services will be judged according to this standard of conduct. The standard of conduct will vary according to the branch of the profession or specialized training to which the man belongs, but the standard of conduct in the performance of professional services is always higher, than that which would be required of an ordinary man under similar circumstances.

Malpractice or the failure to exercise due care in the practice of professional skill will vary with the various professions.

The malpractice of a physician refers to the individual's conduct toward a patient that is reprehensive because the act is evil or immoral in itself, or the act may be forbidden by law. A lawyer who is guilty of unprofessional conduct usually has failed to properly represent his client before the court or in legal procedure. There is no wrongful professional act toward the person. A similar situation exists with an architect. The architect's professional wrong consists of an error or omission with reference to the design or the preparation of plans and specifications. Here again there is no wrongful conduct directed toward the person.

The plaintiff's burden of proof is greater in proving professional negligence, not only because of the variables in professional conduct, because it is not merely a matter of showing that the defendant failed to exercise the proper degree of care that was the proximate cause of the injury, loss, or damage.

## SELECT APPROPRIATE ASSERTIONS

In order to prove that the professional man's conduct was negligent, the plaintiff must select the appropriate basic assertions or allegations, and prove these assertions to support an action for professional negligence. These basic assertions are:

- (1) The conduct of the defendant. (What was the defendant doing? What happened?)
- (2) The defendant's conduct was wrong. (What was the error?)
- (3) The defendant knew that his conduct was wrong. (The professional man has a right to a "judgment" . . . every thing is not always right or wrong.)
- (4) The defendant could have prevented the injury, loss or damage. (There are always others acting in concert.)
- (5) The defendant knew or should have known there were safer ways to act.
- (6) The defendant did not exercise the care imposed upon him by law. (Distinguish between contractual obligations and those imposed at law.)
- (7) As a direct consequence of defendant's wrongful act the plaintiff was injured, or there was property loss or damage.

## FEW COURT GUIDES

There are few guides to help the court to decide on the adequacy of proof of negligence. When the defendant asks the trial judge to keep the issue from the jury, and to rule on the issue in his favor, the judge can look only to the requirements of the substantive law and the proof that has been offered in its support. Substantive law points to what must be proved. But if the substantive law furnished offers no test of negligence more exact than the "reasonably prudent man standard," the court and jury in passing upon the professional negligence will not only have to determine whether or not the proof justifies a finding that the "horse" was left unhitched, but also whether or not leaving the "horse" unhitched should be characterized as negligence in the first instance. The best defense is to know what the plaintiff must prove and to prove that the plaintiff has failed to sustain his burden of proof.



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# ARCHITECTURAL BROCHURES

## AND

# PROFESSIONAL STANDARDS

The architects' brochure is perhaps the best, and in some cases the only, way that an architect can ethically demonstrate his professional qualifications to prospective clients. As such it can be considered to be an essential part of the architects' professional armament. As a matter of fact, some clients, particularly governmental agencies and corporations *demand* that brochures be submitted by architects.

If they are straightforward and simple, accurate and truthful, brochures can be a credit and an asset not only to the individual architect but to the entire profession. And since in so many cases the architect and the architectural profession will be judged by these brochures, they should be well planned and attractive in appearance.

### PITFALLS IN PREPARATION

But there are pitfalls in the preparation of brochures. Their contents must comply with the professional standards of the architectural profession. They must also maintain the highest professional relations between architects and their public and with other architects. Brochures should be the means to show organization, experience and general philosophy of architectural offices.

The following guides are suggested for the production of architects' brochures:

1 The basic requirement is that any brochures or promotional ma-

terial produced by architects must comply with The Standards of Professional Practice, AIA Document No. J-330. The guides listed below are merely to enlarge upon and clarify this basic requirement.

2 Absolute truthfulness and accuracy must be observed. The presentation should be simple, straightforward and direct.

### "REPRESENTATIVE WORK"

3 In listing "representative work" dates should be shown, and it should be clearly indicated if the work is a completed building, a building under construction, a project in the drawing stage, or promotional or preliminary work. In this regard, photos of representative work are generally highly desirable.

4 Where listed, "costs" should be actual complete costs. It should be clearly stated whether they are "complete project costs" or "construction costs." Areas and units should go with costs so that full analysis is possible.

5 The amount and type of information given on organization and staffing would vary with different offices and perhaps with the type of client each office is trying to reach. Some of the information which might be listed is:

a Physical size and disposition of office.

b Number and specialties of employees.

c Education and experience of principals and other key personnel.

d Type of work specialized in—if any.

6 Where work is done in association with others, the exact nature of the association should be clearly stated and the extent of responsibility should be clearly defined. *"Employment" is not considered to be "association."*

7 The exact nature of relationships with specialists or consultants, or with other architects listed as "consultants" or "associates" should be clearly defined. The work of each associate or consultant should be listed so that the experience and work of each individual is clearly and readily identifiable.

8 "Consultants" or "associates" should *not* be listed as part of the "architect's organization."

### OBTAIN APPROVAL

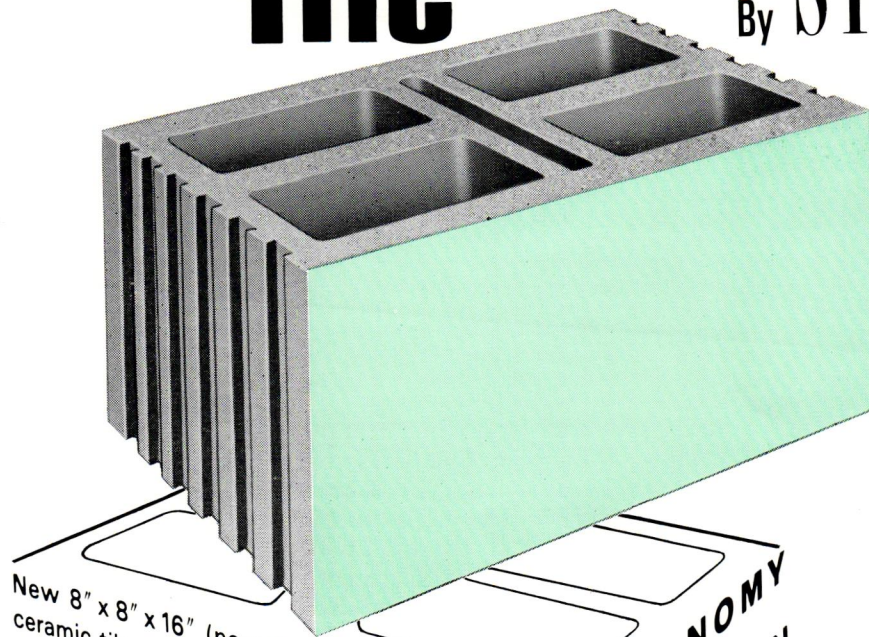
9 Work should not be listed by an architect for which he has not been the principal professional unless approval has been obtained from the principal professional.

10 Brochures may contain no self-laudatory, exaggerated, or misleading statements, nor may they contain testimonials.

Distribution of brochures should be done on a personal basis and in general should be limited to persons with whom the architect has had previous professional or personal contact. The "wholesale" distribution of brochures is strictly prohibited.

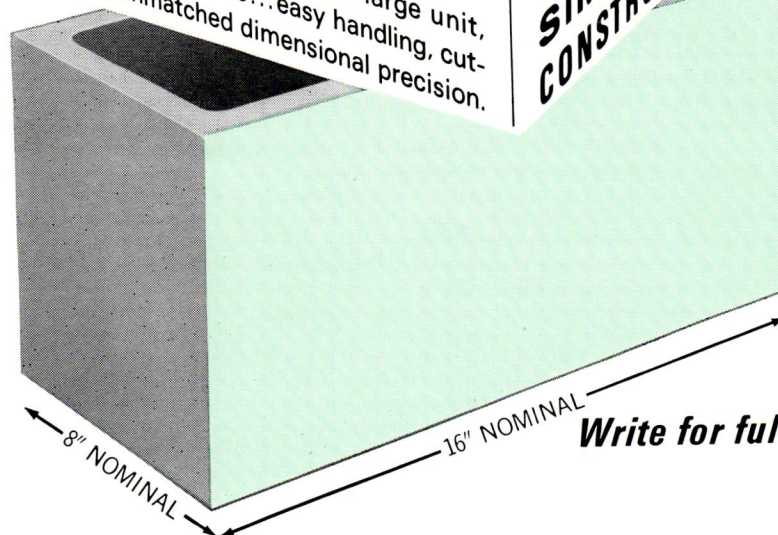
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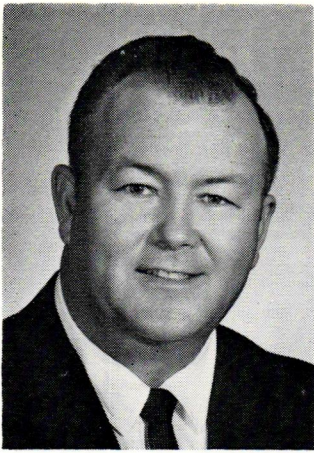


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## "Louisiana's New Look"

BY H. D. RUFFIN, DIRECTOR

Dept. of Occupational Standards  
(Administrative Agency for the State Board of Architectural Examiners)

The political climate in Louisiana has improved so tremendously in the past few months that the eyes of the entire nation are focused upon us in an entirely different light. You, the architects of Louisiana, will figure prominently in the boom that is here to stay and sure to continue to accelerate.

Our state has always had the "natural ingredients" but lacked the stable image so necessary to prosperity. We have some of the finest state parks in the nation; some of the finest hunting grounds in the nation; plenty of fresh water. The largest river in the world flows through Louisiana. Lake Ponchartrain is one of the largest inland salt water lakes in the world. We have plenty of port facilities, the New Orleans Port having the second largest tonnage in the world and the Baton Rouge Port ranking ninth in the nation.

The Gulf South Research Institute has been created to engage in scientific and economic research for the purpose of promoting economic growth of Louisiana. It will be financed by private funds; also, facilities are to be constructed by the State of Louisiana for lease to the Institute. It has been proposed that this great research institute be located between Baton Rouge and New Orleans.

Unemployment in Louisiana is less than the national average and has been since the latter part of 1963. The outlook for 1965 is very good.

We, here in Louisiana, are in the 47th month of the upward business cycle which is the longest period of the upward business cycle since World War II. All this points to prosperity in our State for everyone.

We are on the verge of a tremendous industrial boom in Louisiana with the large plants to locate here in the immediate future.

Jimmy Moore of the Moore-Kellogg Oil Company of Monroe has already effected port facilities on the Ouachita River in Monroe. That is bringing more business to Monroe and North Louisiana.

The Western Electric Company has committed itself to build a manufacturing plant on the south side of Shreveport. In the year 1965 there is to be an unbelievable amount of money spent on new plants and plant expansions in Louisiana. There is to be a Texaco Plant

north of the Sunshine Bridge; International Telephone and Telegraph is to locate a plant somewhere in the State. International Telephone and Telegraph and Western Electric will each employ at least 1000 people.

American Cyanamid at Fortier, near New Orleans on the west bank, is to spend approximately 20 million dollars on plant facilities.

Another 20 million dollars will be spent by Humble's Ethylene at Geismar; Union Carbide at Taft plans extensions of from 50 to 80 million dollars.

One small Mobile Home Operation at Alsatia, near Lake Providence, is to go into operation early this year which will provide employment for about 50 people.

Olin Mathison is to enter the plywood business in West Monroe. I am advised by the Commerce & Industry Department that other companies are planning plywood plants in Arcadia, Minden, Many and Oakdale. The Bernice Manufacturing Company which recently went into business will employ some 500 people by the end of 1965.

International Paper Company at Bastrop plans approximately 8 million dollars in expansion at the present with other expansions in the foreseeable future. Manning, Maxwell, and Moore plan an expansion of their present facilities near Alexandria to include 90,000 more feet of floor space and this will increase employment from 500 to 800 within the next six months.

All of these plants and businesses will bring new people and other businesses and industry to our state. They will cause expansion of present business and industry. It will be up to you, the architects of our state, to give these people, who are expressing confidence in Louisiana, the planning, design, supervisory and other professional services so necessary in a period of rapidly expanding growth.

Architects from other states are quickly coming to appreciate our great potential here. I point to this memo which has just crossed my desk as evidence:

February 22, 1965

MEMO TO MR. RUFFIN—

*Due to the expanding building industry in Louisiana we have received inquiries regarding architectural registration*

*from architects who reside in the following states:*

1. Alabama
2. Arizona
3. California
4. Florida
5. Illinois
6. Maryland
7. Mississippi
8. Missouri
9. New York
10. North Carolina
11. Ohio
12. Oklahoma
13. Pennsylvania
14. Texas—(numerous inquiries from Texas)
15. Utah
16. Virginia

*Since the first of the year we have received applications through National Council of Architectural Registration Boards for architectural registration in Louisiana from applicants in the following states:*

1. Alabama
2. Missouri
3. Oklahoma
4. New York
5. Texas

*Licenses for the practice of architecture in the State of Louisiana will be granted to applicants residing in the above named five states on the basis of holding N.C.A.R.B. Certificates.*

*Pursuant to this vast expanding building industry—we have an applicant who received his architectural registration in 1957 in Louisiana on the basis of N.C.A.R.B. registration from the STATE OF FLORIDA who discontinued his registration in Louisiana during the year of 1961 and who now informs us that he plans to reactivate his license for the practice of architecture in this state.*

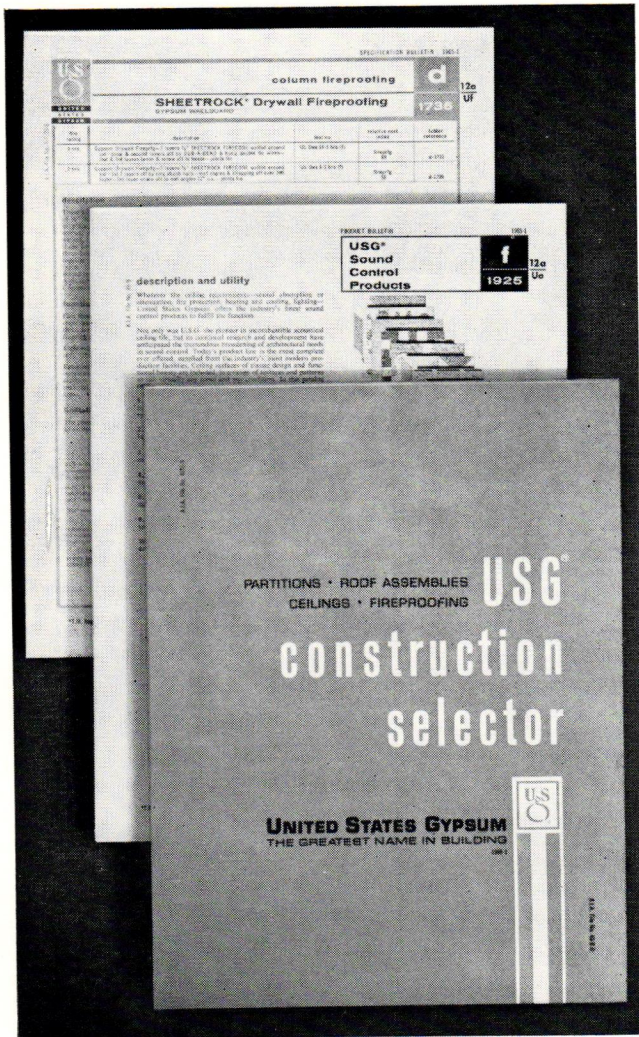
*Summarizing the situation with reference to expanding building industry in Louisiana—the outlook is promising.*

LENA WOODY, Clerk  
State Board of Architectural Examiners

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# NEWS, NOTES, ZIP CODERS...

Editor's Note: Several board members have recommended that the resolution adopted at the last convention commending Murvan M. "Scotty" Maxwell for his untiring and productive efforts as president of LAA in 1964 be reproduced in LOUISIANA ARCHITECT. It is good to report that "Scotty" is recuperating quite well from his recent illness. The Resolution:

## RESOLUTION

WHEREAS, the Louisiana Architects Association has achieved a formidable measure of success in upholding and promoting the interests of the profession of architecture since the inception of a full-time headquarters office in 1960, and

WHEREAS, the leaders of the organization are to be commended for their selfless service and positive leadership during these four years, and

WHEREAS, several major programs envisioned and fostered during previous administrations were enacted, activated and/or strengthened during the year 1964, particularly in the fields

of legislation, opposition to infringements and public relations, and

WHEREAS, much of the credit for the aforementioned success must be attributed to dynamic leadership of the Association during 1964,

NOW THEREFORE BE IT RESOLVED, that the Louisiana Architects Association, in convention assembled on this day, November 7, 1964, with a quorum in attendance, does hereby express its wholehearted gratitude and appreciation to Murvan M. Maxwell, A.I.A., in recognition of his active and meritorious service to the profession of architecture during his term as President of the Louisiana Architects Association in 1964.

From the "PROFESSIONAL ENGINEER," October 31, 1964

## A CODE OF ETHICS

At a meeting of engineers, the boys were discussing the Code of Ethics of the profession, and as Item #3 came up for consideration—"Deport yourself in a manner which reflects credit to your profession," one of the engineers said he could not help but recall an item which appeared in a professional news publication, which aptly covered this particular area of ethical conduct. It goes like this," he said:

"I shall not drink, but if I do,  
I shall not get drunk—but if I do,  
I shall not do so in public but if  
I do,  
I shall not stagger, but if I do,  
I shall not fall down, but if I do,  
I shall fall face down  
So my society emblem will not  
be seen."

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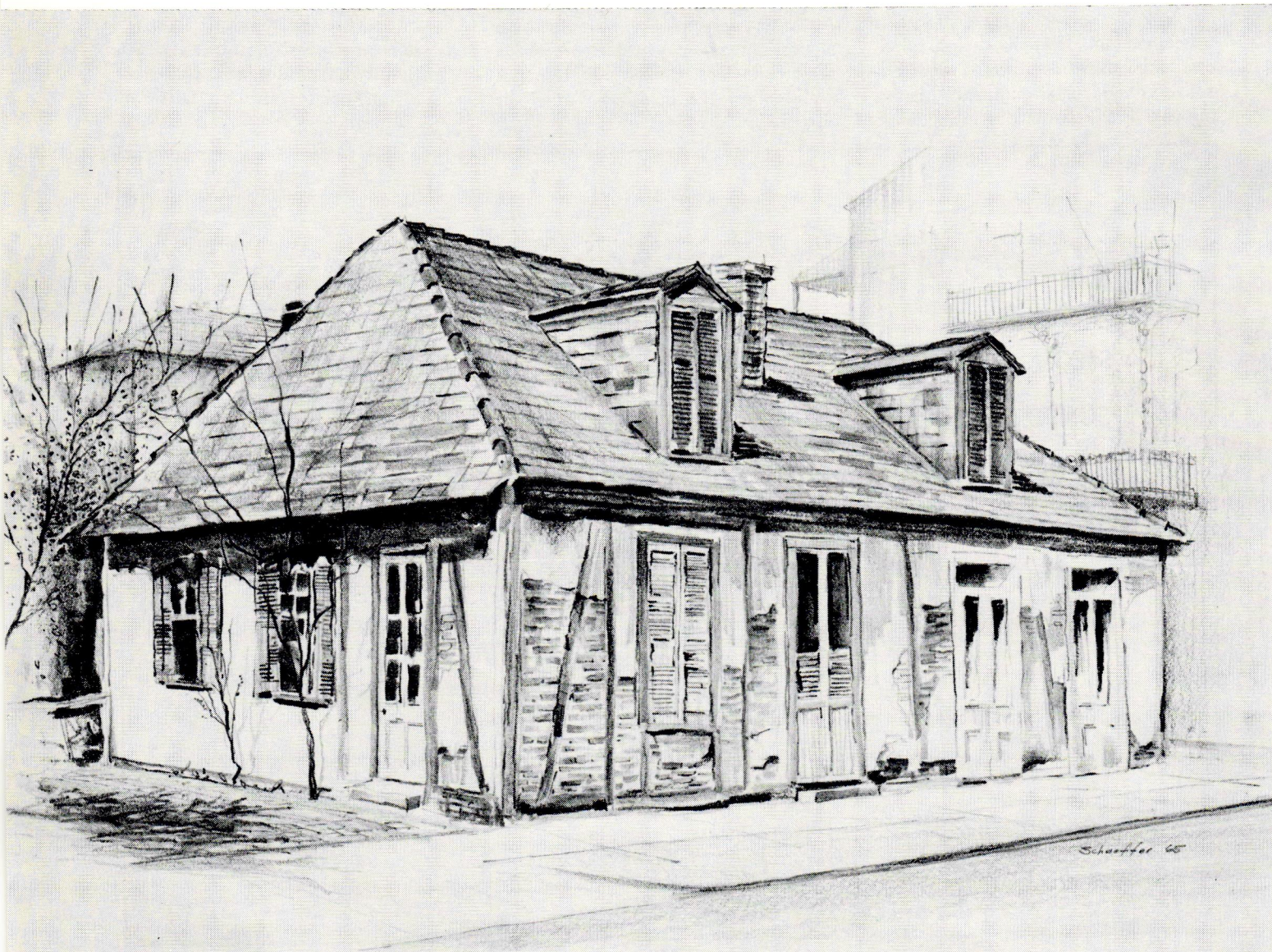
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NEW ORLEANS

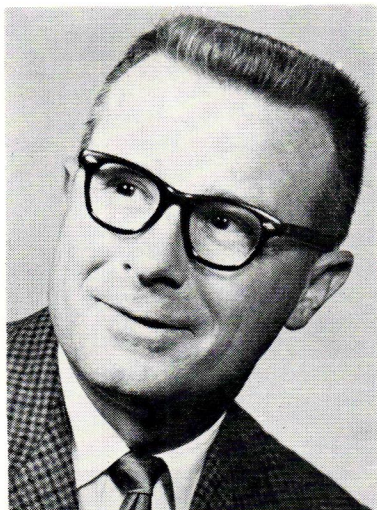
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JEAN LAFITTE'S BLACKSMITH SHOP, Bourbon and St. Philip Streets, New Orleans, Louisiana, built sometime before 1772, is one of the oldest in the French Quarter. The house was supposedly used as a guise by the Lafitte Brothers to appear respectable while carrying on smuggling and piracy. The type of architecture is known as "briquete entre poteaux" with its diagonal placing of handhewn timber in the brick. Lafitte's Blacksmith Shop now serves as a favorite French Quarter cocktail spot.

This sketch by JOHN H. SCHAEFFER of John H. Schaeffer and Associates, is the first in a series of indigenous Louisiana buildings to be presented in LOUISIANA ARCHITECT. Before the March issue went to press, there were already inquiries regarding the purchase of the original or reproductions. For such information, write to Mr. Schaeffer at P. O. Box 13, Baton Rouge, Louisiana.



VITAL AND VARIED STATISTICS ON PAUL MURFF O'NEAL, JR., NEW MEMBER — STATE BOARD OF ARCHITECTURAL EXAMINERS.



**BORN:** February 9, 1921—Shreveport, Louisiana.

**EDUCATION:** 4 years — Byrd High School, Shreveport, Louisiana; 1 year — Centenary College 1947-48; 4 years—Tulane University 1948-52.

**DEGREE:** Bachelor of Architecture 1952.

**HONORS:** Member Tau Sigma Delta Honorary in Architecture; Graduated second in class.

**REGISTRATION:** Louisiana — Architect — 1952.

**PROFESSIONAL EXPERIENCE:** Associate with William B. Wiener, Architect, 1952 to 1958; Partner in firm Wm. B. Wiener, Morgan and O'Neal, Architects, 1958 to present.

**MEMBERSHIP IN ORGANIZATIONS AND OUTSIDE ACTIVITIES:** Past Vice President, Board of Directors, Executive Committee of Shreveport Association for the Blind; Board of Directors, Volunteers of America; Secretary-Treasurer, Gulf States Regional Council, AIA; Board of Directors, Louisiana Architects Assn.; Past President of Shreveport Chapter, AIA; Shreveport Chamber of Commerce; American Institute of Architects.

**MILITARY:** Served with Army Air Corps—September 1942 to November 1945 (2 years in European Theatre).

**FAMILY:** Wife, Arey (Nee) Moss; Daughter, Judy — 16; Daughter, Paula — 10.

MARCH, 1965

## Two Januarys

Every editor has nightmares about the day when the name of his publication will be misspelled on the cover, or when the wrong date will appear on the cover. Perhaps this worrying is a blessing because when it does happen, the hurt is not as severe as expected . . . which is to say that LOUISIANA ARCHITECT has two January issues this year, and no February issue.

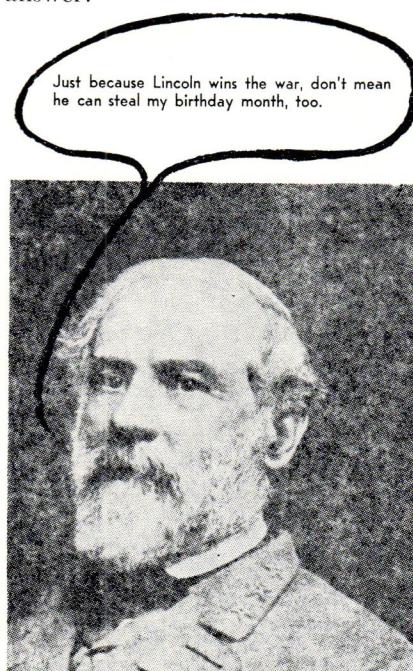
Why did it have to happen when the month of February figured so prominently with the symbolism of the cover art? Well, let us leave this January issue and jump straight to March by presenting this better-than-average "digging" letter:

LAFAYETTE

Regarding the January 1965 cover, Volume IV, Number 4, of the *Louisiana Architect*, and using the hint given on the contents page, we are proud to announce that we have solved the puzzle. Since that great American and Southern Gentleman Robert E. Lee was born on January 19, 1807, this must be the stall for his horse.

Sincerely yours,  
Joseph A. Sonnier, Jr.  
Manager, Acadian Chapter, AGC

P.S. We bet Ole Abe Lincoln would blow his stove pipe, if he found out this was the winning answer!



## ALEXANDRIA

John Schaeffer's rendition must surely be a hat that belonged to our 16th president, Abraham Lincoln.

Charles H. Jeffress  
Employers Information Service

Ed: Among the correct guesses was Mr. Jeffress'. His was reproduced for its brevity. We thought about giving him a year's free subscription to the magazine as a prize, but he must be getting the publication already. Oh, well.

## OBITUARY

EDMUND BURKE MASON

1883-1965

Ed Mason was a member emeritus of the American Institute of Architects; Louisiana Architects Association; American Legion, Crescent City Post 125; and Hiram Lodge No. 70, Free and Accepted Masons.

His military organizational service included holding the offices of past Grand Chef de Guerre of the State of Louisiana and past first District Commander of the American Legion.

At one time in his career Ed Mason was a mainstay in the old firm of Favrot and Livaudais. Later, he became a member of the firm of Mason and Spurl. During the depression years, the firm dissolved and Ed became a prominent architect-engineer in one of the federal agencies. Shortly after World War II, he returned to New Orleans and became associated in the firm of Spurl and Maxwell. With the passing of E. F. Spurl, Sr., he became an associate in the firm of Murvan M. Maxwell and Associates, and was with that firm at retirement.

## DEFENSE OF SUITS (Continued)

# Lawyers' Checklist

### Coverage

1. Pays on behalf of the insured for damages resulting from any claim for errors, omissions or (negligent) act arising out of the performance of professional services for others in the insured's capacity as an Architect or Engineer.

2. Coverage is afforded other persons for whose acts the insured is legally liable.

3. Coverage may vary with respect to time error was committed.

(a) Policy may apply only to errors committed during the policy period, provided claim is first made during the policy period.

(b) Policy may apply to errors committed at any time for which claim is first made during the policy period, provided that insured had no notice of the claim at the inception date of the policy.

(c) Policy may apply to errors committed prior to inception date of the policy only if the insured was previously covered by a prior policy of the company.

### Specified Exclusions

1. Infringement of copyrights, trademarks, patents.

2. Late completion of plans or drawings.

3. Express warranties or guarantees.

4. Estimates of probable construction costs.

5. Intentional or wrongful acts such as fraud, dishonesty, crimes, libel, slander.

6. Activities for which there is no coverage, except by endorsement, such as: fairs, exhibitions, boundary surveys, surveys of sub-surface conditions, ground tests, bridges, tunnels, liability of others assumed by contract.

### Notice and Date of Loss

1. Insured shall notify the company as soon as he has notice of an alleged error or of any matter which may give rise to a claim against him for error or omission.

2. The date of loss is the date that claim was first made against the insured.

### Deductibles

1. Deductibles can range from zero to \$25,000.

2. Cost of defense may or may not be included in the deductible.

(a) In one policy studied, the expenses of defense are subject to the deductible, except those expenses attributable to a claim involving bodily injury, sickness, disease or death.

(b) In the policy referred to in (a), the limit of liability includes claim expenses as defined in the policy. In such policies, the limit of liability in prior act situations is the lesser of the limit of liability of the current policy or the prior policy. If there was no prior policy in effect at the time of the occurrence, such occurrence is deemed to have happened while the first of the policies included

in the definition of the prior policy was in force.

### Investigation and Claim Handling

1. Prepare chronological survey of all events leading up to the claim or suit; obtain copies of all correspondence, contracts, specifications, drawings; take insured's statement; get opinion from insured and/or others as to the cause of the loss.

### Settlement

1. The insured's consent must be obtained to settle the claim.

2. The limit given in the declarations of the policy is the maximum for all accumulated losses during the policy year.

## Lawyers' Casefinder

### STANDARDS OF PROFESSIONAL CONDUCT

1. Differences of Standard of Conduct Between Architects, Engineers and Contractors

PEOPLE EX. REL. LAIST v. LOW-ER, 251 Ill. 527, 96 N. E. 346

BROYLES, ET AL. v. BROWN ENGINEERING CO., INC. 151 So. 2d 767

RABINOWITZ v. HURWITZ - MINTZ FURNITURE CO., 19 La. App. 811, 133 So. 498

COWLES v. CITY OF MINNEAPOLIS, 128 Minn. 452, 151 N. W. 184

PETERSON v. RAWSON, 15 N. Y. Supp. 234

2. Standard of Care Imposed Upon A Professional Man

5 AM. JUR. 2d, "Architects" Sec. 8, Page 669

PAXTON v. COUNTY OF ALAMEDA, 119 Cal. App. 2d 393, 259 P2d 934

OLANDER v. JOHNSON, 258 Ill. App. 89

BROWN v. SHYNE, 242 N. Y. 176, 151 N. E. 197

KLASFTER v. STATE EXAMINER, 259 Ill. 15, 102 N. E. 193

COMMONWEALTH v. COR-YELL, 27 Pa. Dist. Co. 416

### LIABILITY TO THE OWNER

1. Preparation of Plans and Specifications

"Defective Plans — Architects Liability" 25 A. L. R. 2d 1985

STATE OF NEBRASKA v. COMMERCIAL CASUALTY INS. CO., 248 N. W. 807, 88 A. L. R. 790

NASIF v. GEO. T. BOOTH, ET AL., 72 So. 2d 440

BROYLES v. BROWN ENGINEERING COMPANY, INC., op. cit.

HILL v. POLAR PANTRIES, 219 S. C. 263, 64 S. E. 2d 885

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GLASS v. WIESNER, 172 Kan. 133, 238 P2d 712

BLOOMSBURG MILLS, INC. v. SORDONI CONST. COMPANY, 401 Pa. 358, 164 A2d 201

SCHREINER v. MILLER, 67 Iowa 91, 24 N. W. 738

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rials and/or Equipment

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op. cit.

3. Preparation of Cost Estimates

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al., 307 S. W. 2d 124

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App. 40, 18 S. W. 2d 561

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AL. v. RITTENBERRY, 41 S. W.  
2d 697

KOVACHEFF v. LANGHART,  
363 P. 2d 702

4. Approval, Direction or Super-  
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formance

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U.S.A. FOR THE BENEFIT OF  
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RATORY v. ROGERS AND ROG-  
ERS, 161 Fed. Supp. 132

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5. Approval of Progress Payments  
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PALMER v. BROWN, 127 Cal.  
App. 2d 44, 273 P. 2d 306

6. Delays in the Delivery of Plans  
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ings.

EDWARDS v. HALL, 293 Pa. 97,  
141 Atl. 638

OSTERLING v. FRINK, 284 Pa.  
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EDWARD C. LEVY COMPANY,  
337 Mich. 177, 58 N. W. 2d 899

#### LIABILITY TO THIRD PERSONS

1. Certification of Progress Pay-  
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Retained Percentages

PEERLESS INSURANCE COM-  
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CIATES, INC., 199 Fed. Supp. 2d  
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HALL v. UNION INDEMNITY  
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STATE OF MISS. FOR USE OF  
NAT'L SURETY CORP. v. MAL-  
VANEY, ET AL. (op. cit.)

2. Omission of Construction De-  
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TEXAS TUNNELING COMPANY  
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3. Bodily Injury — During Con-  
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# LAWYER'S CASEFINDER—

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CLEMENS v. BENZINGER, 211 App. Div. 586, 207 N. Y. S. 539  
"Architect's Liability for Personal Injury or Death" 59 A. L. R. 2d 1081

Allen, "Defense of the Architect In Personal Injury Cases"

INSURANCE COUNSEL JOURNAL, April, 1964

ERHART, ET AL. v. HUMMONDS, ET AL., 334 S. W. 2d 869

POTTER v. GILBERT, 115 N. Y. S. 425, 196 N. Y. 576

DAY v. NAT'L. U. S. RADIATOR CORPORATION, et al., 241 La. 288, 128 So. 2d 660

4. Bodily Injury — After Construction is Completed — Unsafe Condition Due to Design

White, "The Fall of the House of Privity," 10 WESTERN RESERVE LAW REVIEW, 563 (1959)

SWAN v. JACKSON, 7 N. Y. S. 821

HALE v. DePAULI, 33 Cal. 2d 228, 201 P. 2d 1

KULER BROTHERS, INC. v. SPAHO, 89 Ga. App. 885, 81 S. E. 2d 491

NICHOLS v. CRAVEN, 224 S. C. 244, 78 S. E. 2d 376

ROMAN CATHOLIC CHURCH v. KEENAN, 74 Ariz. 20, 243 P. 2d 455

INMAN v. BINGHAMPTON HOUSING AUTHORITY, 3 N. Y. 2d 137, 164 N. Y. S. 2d 699, 143 N. E. 2d 895, 59 A. L. R. 2d 1072

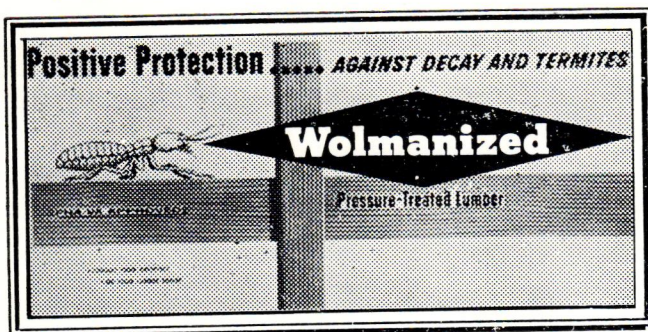
BAYNE v. EVERHAM, 197 Mich. 181, 163 N. W. 1002, 59 A. L. R. 2d 1081

\* \* \*

Drake, N. A. "Professional Negligence: Architects and Engineers," *Illinois Continuing Legal Education*, July, 1964 (Callahan & Company)

Drake, N. A., "Adjusting and Defending Claims and Suits Under Professional Liability Policies," *Insurance Law Journal*, August, 1964 (Commerce Clearing House)

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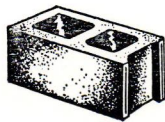
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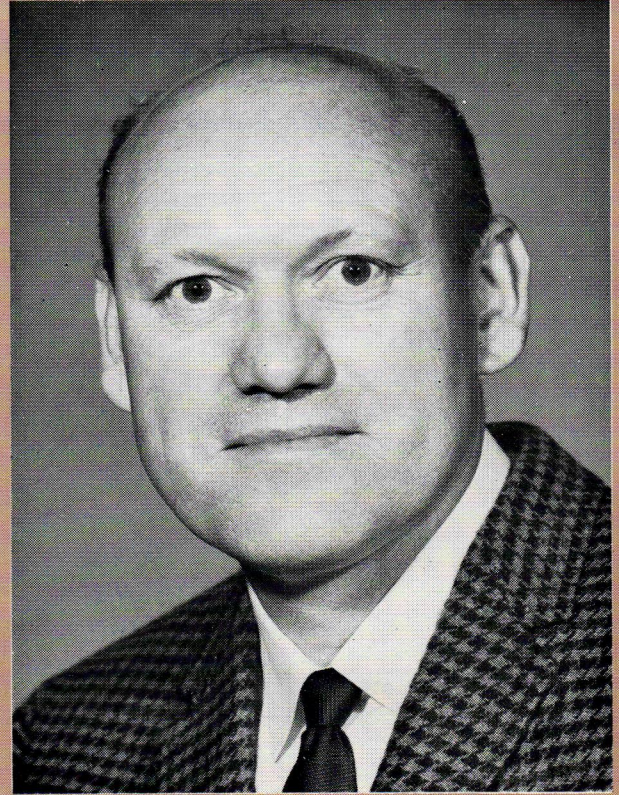
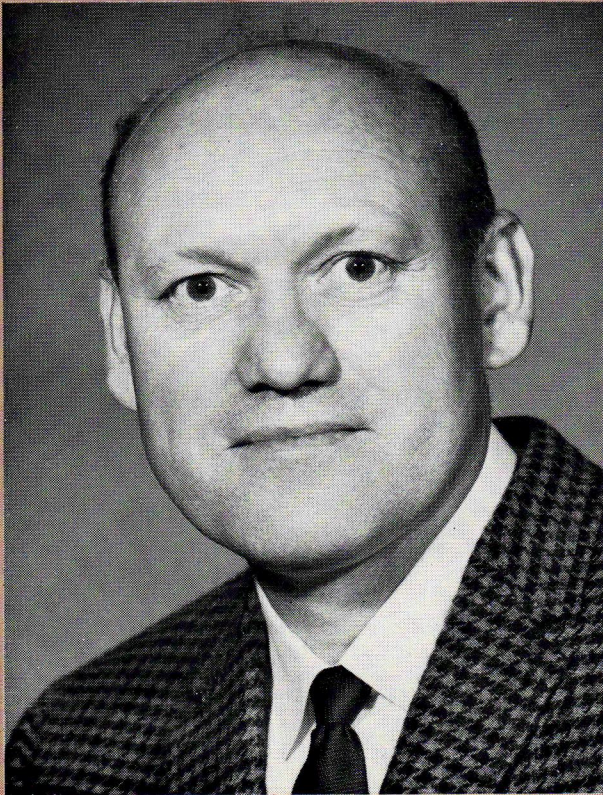
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