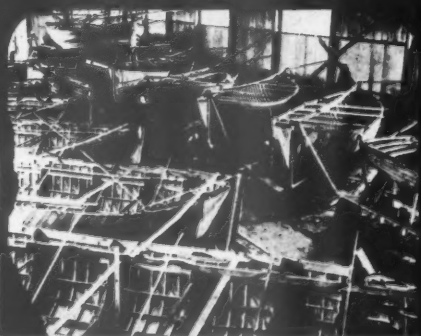


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were built of Teak

The same factors which make Teak an ideal boat building material make it an ideal house building timber. Architects and builders want trouble-free timber that will stay put once it is set in place—a timber upon which they can rely. The answer to that is Teak, *Tectona grandis*.

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THURSDAY, AUGUST 14, 1941.

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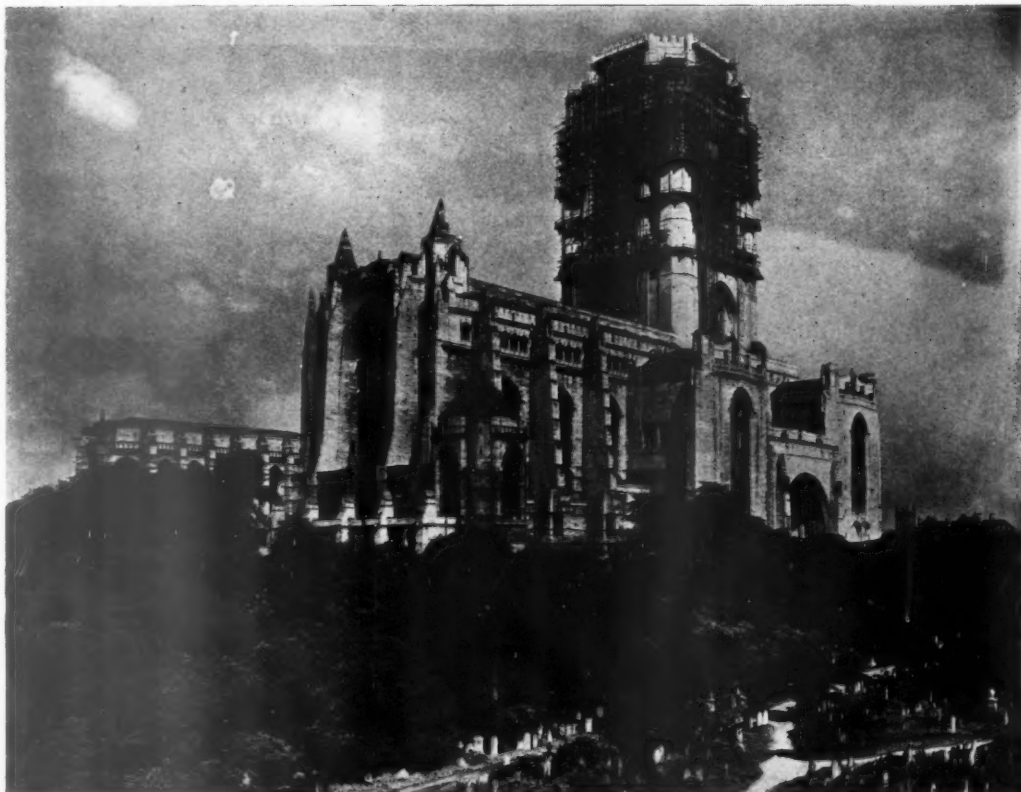
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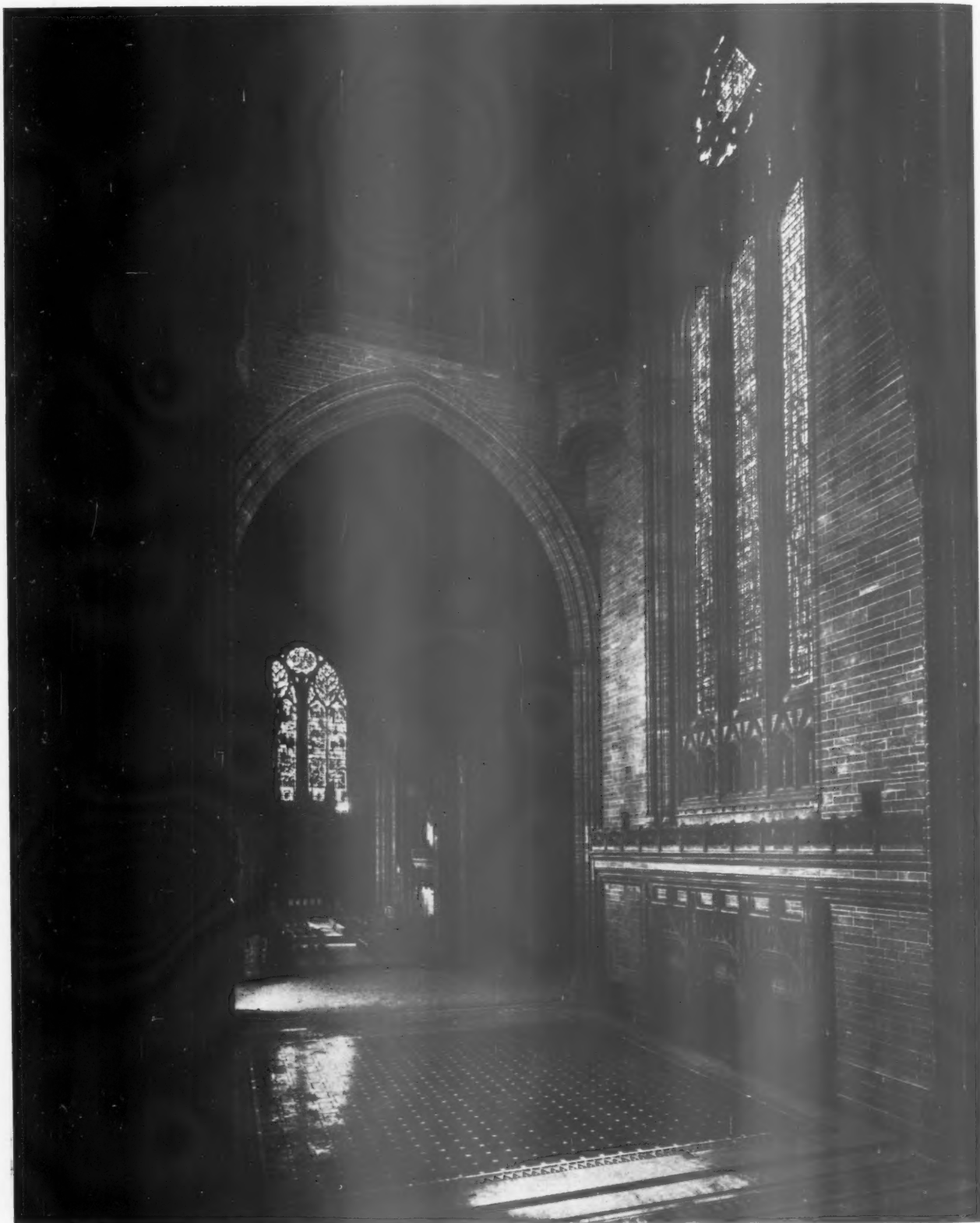
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LIVERPOOL CATHEDRAL



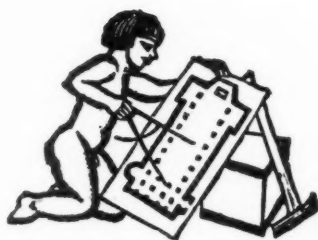
The new section of Liverpool Cathedral, handed over on July 27 by the Building Committee to the Dean and Chapter, was begun in 1925. Certain details and fittings are still unfinished and cannot be completed until the end of the war. The addition of the new portion almost doubles the area of the Cathedral. Approximately three-quarters of Sir Giles Gilbert Scott's design, work on which has been in continuous progress for the past 37 years, is now completed and only the nave and its aisles remain to be built. The photographs show: top, the exterior; above, left, the under tower from the choir aisle, looking east; right, the western transept and under tower. Another view of the under tower appears on page 110.



LIVERPOOL CATHEDRAL

A view of the under tower looking towards the choir. The under tower is flanked on either side by double transepts and in the centre of the building is an unobstructed area, 186 feet long with a maximum

width of 87 feet, which has no counterpart in any Gothic cathedral at home or abroad. The interior height of the under tower, 176 feet, is 60 feet higher than the vault of the choir.



MORE NEGATIVE PLANNING

THOSE who follow the course of Parliamentary events will have experienced what must be taken as a melancholy corrective to the optimistic view so generally adopted in the matter of reconstruction.

The Uthwatt Committee, set up to examine and report upon means for stabilizing the value of land for development or redevelopment, and to advise on the changes of law which their proposals would make necessary, have presented their interim report to Parliament. Some of their proposals have been accepted but their central recommendation has been turned down.

In the preliminaries to the interim report in question they are at pains to record a statement by Lord Reith to the House of Commons in March last that "the principle of planning will be accepted as national policy and that some central planning authority will be required," and further that "this authority will proceed on a *positive* policy for such matters as agriculture, industrial development and transport."

This statement they accept as being definite enough to be incorporated, for all practical purposes, as part of their terms of reference, they themselves being as convinced as Lord Reith of the necessity for a central planning authority.

Their report deals with extremely important questions concerning the rights of individuals and private bodies to develop land, including even the proposal to acquire the development rights of all undeveloped land on behalf of the nation. They go on to make definite proposals for the continuation of wartime controls over development and building for a period after the war which they have no means of calculating, but which they foresee as being rigidly maintained during a series of stages that will leave the major re-development areas to the last. Very important matters, you will agree.

As their report develops, so also does the dependence of their recommendations upon a smoother working and positively acting Central Planning Authority. It becomes indeed the keystone of their building.

The operating sentences in their report are not printed in heavy type, but they are to be noted and remembered for a future occasion. They are as follow :

"The further period during which the control of development should apply should not be *unduly prolonged* (our italics). The shorter it is the better. It can only be kept within reasonable limits if local authorities and others interested in re-development

draw up their plans for the future rapidly. If indeed the period is unduly prolonged the question is bound to arise whether owners should not receive some compensation in respect of the time during which without good cause their property has to remain sterile. . . . The adoption of our recommendations results in a purely negative state of affairs unless a positive scheme of reconstruction is prepared and promptly put into action."

This is the moment to recall to mind the schemes for reconstruction prepared under similar circumstances before the end of the last war, and how they were thrown overboard and the controls disbanded in the feverish rush to resume normal life again, and what happened to them amid the soaring prices and confusion of the later years.

There was then rather less determination in people's minds to make national reconstruction a serious act of government, but what happened in the inter-war period and the state of the world to-day force us to admit that without reconstruction we are unlikely to survive long at our normal standards of living, much less rise to higher.

Now reconstruction, as we see it, is no local affair, in the sense that to whatever extent the work of reconstruction is carried out locally, in essence it is national reconstruction, the main lines of which must be centrally directed and centrally co-ordinated. The Uthwatt Committee, recognizing this principle of planning, sketch the lines of a structure, centred upon a National Planning Authority, with delegated authority in localities, and a general right of appeal to the centre again. Once you accept, as Lord Reith does, the idea of national planning, such a central authority follows automatically, and the pace of planning, and its quality, will depend upon the character of this authority, just as in everyday life the reputation of a company or of a firm of architects depends upon its principals.

It is the Central Planning Authority that Parliament refuses to set up, substituting for it a Committee of Ministers under Lord Reith, which appears to us to register the differences between the departments but in no sense to unite them in a common instrument of planning.

Without clear authority there can be no drive and no direction. Planning will lag, no "co-ordinated scheme of reconstruction" will be prepared, and the once so confidently heralded results will end in just "a negative state of affairs."



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NOTES

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T O P I C S

VERDICT

IT must seem to many architects that the judgment in the *Meikle v. Maufe* case has given legal approval and somewhat unreal substance to two architectural principles which were just at the point of death from natural causes.

It has long been a point of faith, if not of rational conviction, in the profession that there resides in a building certain qualities which, taken together, constitute its essential *design* of which the copyright is vested in its architect or architects. The qualities composing this design are more often æsthetic than of plan or structure, more of detail than of general proportion and massing.

In its simpler and more commercial aspects this belief is justifiable and its enforcement legally a necessary form of trade protection if architects are to live. But directly the principle is applied to a difficult case such as that of *Meikle v. Maufe*, it begins to look seedy. There is nothing new in architecture; we all copy from each other all the time and always have done and could design nothing if we did not.

By laying it down that this copying must not extend to the exact reproduction of a building or part of a building, the *Meikle v. Maufe* verdict puts a sensitive architect for the future in an awkward position. When extending or building in close proximity to a well-known building he may be urged by common sense, civic feeling and good manners to *harmonize* with it. But he will have to remember that henceforward harmony is permitted only in moderation—however excellent the motive. Once harmony becomes too perfect, once a certain imperceptible line is passed, the very noticeable discord of a tort will have occurred.

The future also holds inconveniences for the building owner. By the admission of Mrs. Dunbar Smith as a plaintiff the case has brought architectural copyright in closer conformity with literary copyright. By admission of damage to Mr. Meikle—Messrs. Smith and Brewer's

successor in business—it follows commercial precedent concerning proprietary articles. Thus building owners who desire to carry out a building venture in stages over a period of years must choose their architect carefully, take an assignment of the copyright, or abandon all faddiness about perfect harmony in detail.

... AND CHANGING ARCHITECTURE

The most interesting aspect of the *Meikle v. Maufe* verdict is that which I touched on in saying that the principles given legal sanction by that verdict were just on point of expiry.

It is no longer true, if it was ever true, that an architect can achieve in a building a creation as much his own as *The Forsyte Saga* is Galsworthy's. The modern architect is more the conductor of an orchestra than a composer. What is more the great originalities in architecture during the last twenty years are not the flutes and medallions in which a layman can comprehend originality and plagiarism, but those of plan.

Mr. Cowles Voysey's "Worthing" and Mr. Uren's "Hornsey" plans possessed genuine originality and in commercial circles would certainly have been patented. Both have since appeared in every open competition without their authors' showing signs of resentment. And where such an attitude is prevalent in large matters it is likely to spread to small.

The principle that an architectural copyright can be transmitted to successors in business and heirs at law is also likely to die by inanition. In the next decade prefabrication and standardization are likely to sweep away much of detailed decoration on account of which an infringement of copyright can most hopefully be claimed before laymen.

MR. JUSTICE UTHWATT

Mr. Justice Uthwatt has figured prominently in the architectural news of the week. Many people must be wondering why (quite apart from the *Meikle v. Maufe* case) he was selected to preside over the Expert Committee on Compensation and Betterment appointed by Lord Reith, and invariably referred to as the Uthwatt Committee. My legal friends tell me that at the bar Mr. Justice Uthwatt has a reputation for brilliance and unconventionality. When not otherwise employed he is fond of a game of golf, and his handicap is somewhere about scratch. He is in his fifties and looks young for his age. It is only a few months since he was appointed a judge of the Chancery Division.

Previously to that he practised at the Chancery bar, where most cases affecting property are heard; so that he is experienced in dealing with knotty problems connected with angles of light, compensation, rights-of-way and such like. About ten years ago he was appointed Junior Counsel to the Treasury in chancery matters, which means that in all cases of this kind affecting the Crown he was automatically briefed.

He also continued to practise privately and, at a time when it was fashionable for men of wealth to clamour for schemes for evading liability to taxation, Mr. Uthwatt's services were in very great demand, as his ability to understand the law as it stood and to point out its limitations, was unsurpassed.



Chairman of the Expert Committee on Compensation and Betterment familiarly known as the Uthwatt Committee, and Judge in the *Meikle v. Maufe* case—Mr. Justice Uthwatt.

This particular type of ability, together with the experience he has had in cases dealing with property, makes him a particularly suitable person to preside over a committee chosen to report on payment of Compensation and recovery of Betterment. The first essential of any legislation dealing with the subject is that it should recover from adjoining property owners the FULL capital cost of amenities and services provided for them at public expense, and that it should apply equally to everyone without possibility of evasion.

BUILDING COUNCIL . . .

The job of the Building Council, which is reported to have been set up by Lord Reith, is the considerable one of organizing the industry to meet all wartime demands. It is therefore damping to architects to read that the new Council is to be purely advisory: for pre-war town planning has schooled the profession into a total lack of respect for this adjective. In those days an advisory body was one intended to encourage belief that effective action was about to be taken in a matter where it was plainly desirable but totally unacceptable to Authority. However, war which has changed so much else may have changed the meaning of this word in at least one Ministry.

★

Mr. Hugh Beaver's appointment as Chairman of the Building Council encourages belief that this is so. Before entering the Ministry of Building, of which he is now Director-General, Mr. Beaver was one of the partners of Sir Alexander Gibb and Partners; and it seems safe to say that of all the adjectives which may have been applied to the entrance of that great organization upon a new field of endeavour, "advisory" has never been one.

The Council's vice-chairman is to be Sir Ernest Simon who has presumably been chosen to see to it that civilian needs, wartime or post-war, are not forgotten amidst the close-range clamour of Service Departments.

. . . AND ITS METHODS

First press reports deal very gingerly with the methods the Council is going to employ to do its job. A few safe hints were made of standardization and rationalization and that was all.

★

But most architects who have any knowledge of the manner in which large war building works are now being carried out would feel brave enough to offer some general advice to the Council under these headings:

Design.—The design first agreed upon for any large scheme should be adhered to for that particular scheme. Better ideas of all kinds should be saved up and, together with snags discovered during construction, be incorporated in the design of the next scheme of the same kind. Changes of mind by the employing Ministry waste more labour and materials than all other factors put together.

Materials.—The continuous indecision about the proportions of brick, concrete, steel and timber which should be used in a particular scheme can surely be put an end to by this time. It appears to be caused by "pull" which the Timber or Steel Controls or Mines Department can exert at various times in a given region, and can be eliminated by agreeing fixed proportions of each material for schemes of various types.

Fittings and Equipment.—Pre-war stocks are now running out, and Mr. Tait should have a clear field for introducing standardized types.

Site Management and Organization.—See *Design* (above) for cause of 90 per cent. of inefficiency and heartbreak in this field.

Labour.—Excellent circulars have been sent out by the Ministry of Building about the welfare of operations and they are being put into effect. An extension of the bonus system so that any reasonably competent man can have "something to look forward to," would also help in this explosive matter.

PHENIX FROM THE ASHES

The Building Centre, which seems to have been singled out by the Germans as a military objective of particular importance, is slowly re-establishing itself in new quarters. I have just been shown round their new premises on the top floor of the Polytechnic building, Little Tichfield Street, by Mr. Yerbury, appropriately clad in the full regalia of an auxiliary fireman. Their premises now comprise two rooms for display purposes and one used as a record office.

★

The Building Centre suffered its first blow in October, when the Grafton Galleries were hit. It was just recovering from this, having salvaged and sorted out what was left of the exhibits previously contained in the Grafton Street Galleries, most of which were destroyed, and was preparing to open an exhibition in the Bond Street building, when that also was hit by a bomb and completely wrecked. The second catastrophe occurred in May. It seemed at the time as if the Building Centre might cease to exist. It has, however, survived even the second ordeal, encouraged by the strongly expressed wish of the Ministry of Works and Buildings, that it should continue in being.

★

The character of the exhibits is still much the same, but there is an increasing emphasis on materials and types of construction that are useful in war time. Arrangements are being made for the Building Centre to work in close collaboration with the Ministry of Works and Buildings wherever possible. For instance the standard units which are being designed by Mr. Tait on behalf of the Ministry will be exhibited there in the near future. ASTRAGAL

NEWS

HOSTELS FOR WORKERS

The Ministry of Works and Buildings is building 289 hostels in England and Wales for 12,000 agricultural workers. The hostels are being erected for the Ministry of Agriculture.

MORE BUILDERS WANTED

Five thousand building firms in London and environs answered the call last spring to enrol for house-repair work in London after enemy air raids, and the effect of that voluntary enrolment was that local authorities were able to counter the bombing of the Luftwaffe smoothly and swiftly.

During the summer months, this organization of London's builders has been still further perfected; but it is believed that there are as many as a thousand firms within the London Civil Defence Region who have not yet come forward for this voluntary enrolment. For their own sakes and, more important, for the sake of London's citizens, they are asked to come forward now. They are required merely to send their names and addresses to the Ministry of Works Emergency Works Officer, 47 Bedford Square, London, W.C.2.

LETTERS

FRANK PICK

ALFRED C. BOSSOM, M.P.,
F.R.I.B.A.

Has the D.I.A. a Future?

SIR,—I have read Noel Carrington's article with interest and agreement, but I shall not exactly follow him.

No one can look at any of the great general stores, whether in London or the provinces, without realizing how much work must still be done to raise and maintain even a reasonable standard of quality in workmanship and design. The cause of the falling away may be greed, but it is also ignorance. There is therefore scope for the D.I.A. as a missionary society for the rescue of common things from vulgarity and abuse.

The original motto of the society, "fitness for purpose," was too narrow and became desiccated into functionalism, which is the negation of beauty.

Learning then from the experience of the last twenty-five years, the D.I.A. can make a fresh start in this war to match its start in the last war but with a broader conception of its aims. Its criteria can now be threefold:

- (a) Craftsmanship or skill in execution, whether by hand or by machine tool;
- (b) Utility or aptness in design;
- (c) Significance or meaning in any added decoration.

It will be observed that all these three criteria are capable of practical application and call for no judgment of

taste, about which argument may range and rage. The thing which will answer to all three tests is extremely unlikely to be bad.

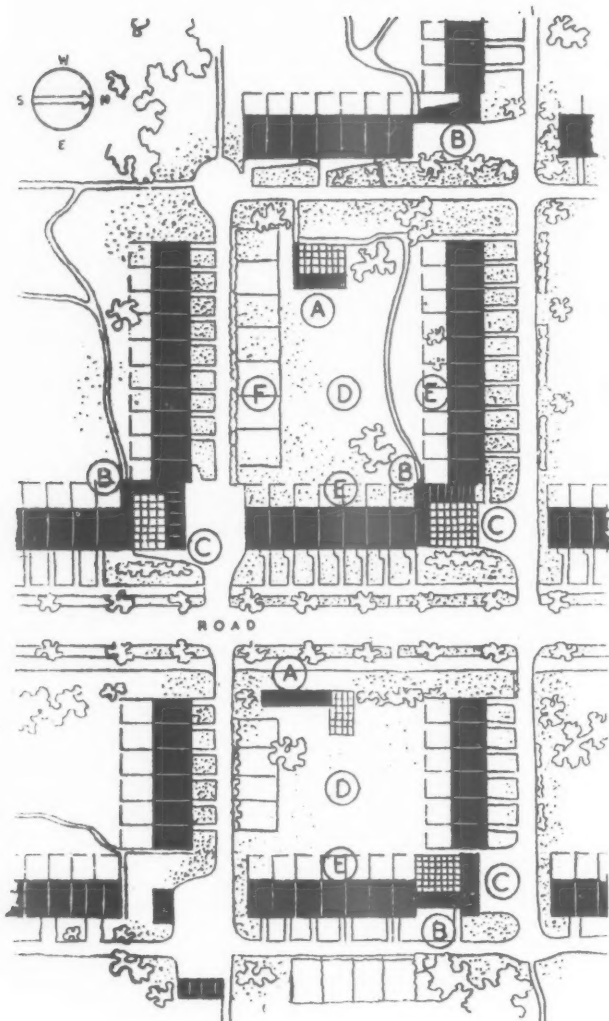
Perhaps after the deadliness of functionalism, the third or significance in decoration is the most to be stressed. Every bit of flourish or ornament must justify itself as securing some purpose, satisfying some requirement, fulfilling some need of body or mind. We are somewhat cowardly about decoration, but after the war our courage should return. Social advance is bound to find its appropriate expression in joyous art.

I cannot therefore despair of D.I.A. Let it keep itself intact and set to work to make its plans for a fresh attack on the cheapness, carelessness, wickedness, slovenliness that still beset things.

FRANK PICK

London

(Letters continued on page 124)



LITERATURE

HOUSING IN WAR

[By Cyril Sjöström]

[Safe Housing in War Time. By O. N. Arup, M. Ing. F. D. Gestetner, Ltd., London. Price 5/6 post free.]

Mr. Arup has been frequently misquoted and his theories have generally not been fully understood. His book, "Safe Housing in War Time," should do a lot to dispel these misconceptions. This interesting work includes a résumé of shelter construction and requirements. An appendix is included which appears as a reprint of one of Mr. Arup's previous publications, dealing with the theory of protection and it is notable that even two years later he has had no reason to revise the principles laid down. At this point, it is as well to dispel one of the principal misunderstandings regarding his approach

HOUSING IN PEACE



- | | |
|--------------------------------|----------------------|
| (A) COMMON ROOM & KINDERGARTEN | (D) COMMUNAL GARDENS |
| (B) BOILER PLANT & LAUNDRY | (E) PRIVATE GARDENS |
| (C) GARAGES | (F) ALLOTMENTS |

The illustration above shows a safe Housing Scheme that has been converted for peace-time use. In this case the dwellings are of the two-storey terrace house type. A photograph on the

next page shows a six-storey block of flats built with the same method of construction. Illustrations reproduced from *Safe Housing in Wartime* reviewed on page 114.

to the shelter problem. He has never advocated deep or bombproof shelters. In the case of the much publicised Finsbury shelters, these were simply the logical outcome of the problem set, namely, to provide shelters giving protection against the direct hit of half ton bombs at a cost of £12 per head, and without disfiguring the few open squares which were the only available space. Given that set of conditions, it was the only possible solution, but he has always been aware of the advantages of "wall" shelters, which do not attempt to give overhead protection from direct hits, and which derive their safety from the smallness of each shelter and the strength of the walls.

Mr. Arup shows how great economies, more protection and better amenities can be provided by grouping individual shelters together to form larger units. This arrangement, in spite of possible higher casualties in one spot, con-

siderably reduces the average total casualties. He has considered it necessary to correct once again the apparently popular misconception that dispersal within a danger area reduces average casualties. This is dealt with in a way that can hardly leave any room for doubt in the minds of any reasonably intelligent person.

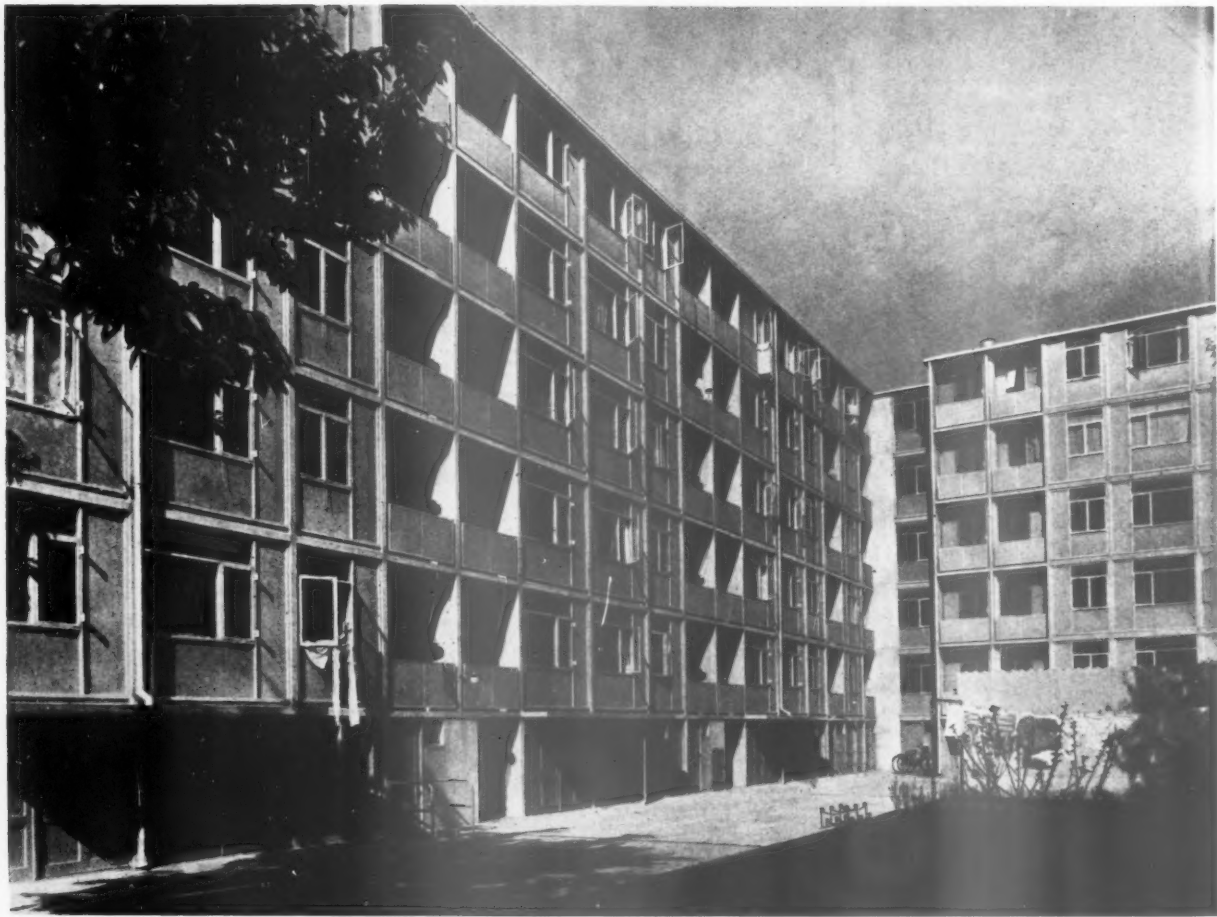
As regards methods of construction advocated, reinforced concrete cast in situ gives the maximum protection for the money spent. The structure takes the form of multi-cellular units of monolithic concrete; shelters actually in existence in Finsbury are based on these principles.

Having reached this conclusion, the logical development was to try to discover whether the same principles could be applied economically to hostels or war-time housing. Such an application may at first glance seem too costly, but from tables of costs included in the

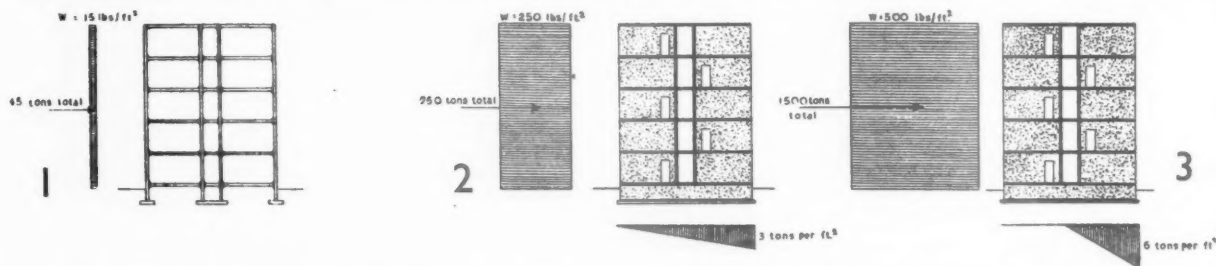
book, it can be seen how simplicity of design entailing a repetition of units, enable a high standard of protection to be provided at an expenditure below that of light prefabricated structures with shelters attached.

Buildings designed on this principle have the great advantage that they need never be wasted. Several schemes are illustrated showing how a shelter can be converted into a hostel or wartime dwelling, which in turn can be altered to suit post-war housing requirements. The economy resulting from such far-sighted policy would ultimately save a vast amount of public expenditure, and it would also help to solve the post-war housing problem. It may be argued that it is wrong to build structures which can be regarded as permanent when the post-war relocation of industries makes it difficult for us to decide where to build. At the same time, we need only regard

SAFE HOUSING IN PEACE



Pre-war housing in Denmark ; constructional methods advocated by Mr. Arup were employed here for financial reasons.



Shaded area on the left of each section represents horizontal forces which can be resisted in each case. (1) Steel or concrete frame buildings of normal design ; (2) monolithic concrete buildings of normal design assuming a load of three tons per square foot can safely be transmitted to the ground (this figure is normal) ; (3) monolithic concrete buildings of normal design assuming a load of six tons per

square foot can safely be transmitted to the ground. This figure is not usually considered safe but it is unlikely that damage would result even if this degree of pressure were developed. The building might settle slightly on one side, but owing to the rigidity of box construction no internal dislocation would be caused. Internal working stresses developed in cases (2) and (3) leave a large margin of safety.

Moment in cross wall $M_c = P \times e$ when e = the eccentricity.

Moment in corridor wall $M_w = P \times \frac{l}{3}$

the moment M_c would be resisted by a couple of horizontal forces "H" acting on the roof and fourth floor slab.

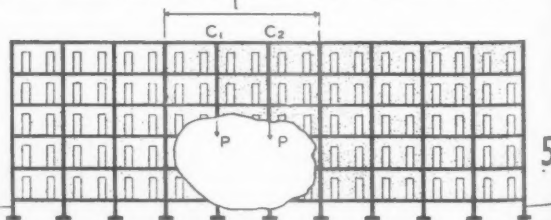
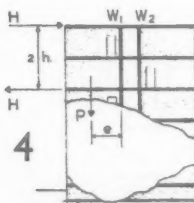
$$H = M_c = \frac{P \times e}{2h}$$

in this case $e = 9.0$ ft. $l = 43.75$ ft. $h = 8.83$ ft.

$$P = 90 \text{ tons} \quad M_c = 810 \text{ ft. tons}$$

$$M_w = 130 \text{ ft. tons} \quad H = 45.8 \text{ tons}$$

Resulting stress would not exceed 750 lb. per sq. in.



Damage by bomb to the extent shown in (4) and (5) would not cause the collapse of any part not directly destroyed. Resulting stress in concrete would not exceed 750 lb. per square inch. Diagrams from "Safe Housing," see page 114.

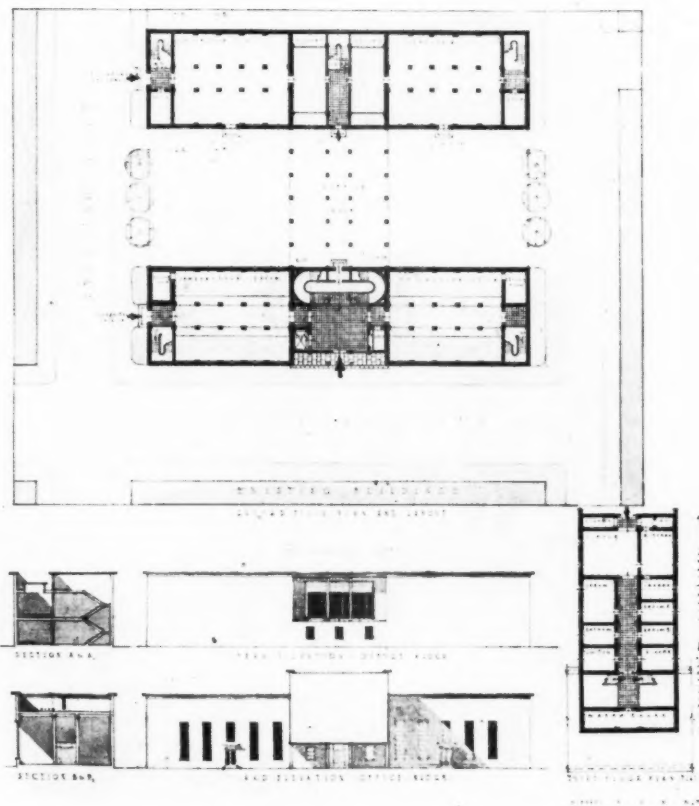
these structures as permanent if we choose to do so. No additional cost has been expended in providing protection, and in many cases we do know where housing will be required—we can take Clydeside as an example. In any case, the author does not advocate the building of safe housing to the total exclusion of all other forms of construction. It is not possible to remove the entire population from our blitzed cities to safe areas, and therefore dispersal should not be considered the only solution to war-time housing, let alone the fact that transport is liable to become one of the most serious bottlenecks in our industry. The principle of heavy repairs to reinstate our slums to their pre-war condition seems so utterly illogical that we need hardly dwell on that point. The fact that workers need not seek shelter at night but can remain in comparative safety in their protected homes, is an advantage which should be apparent to anyone interested in our industrial output.

Some interesting examples from Denmark of this same principle of construction are illustrated at the end of the book, and the reason was in this case a saving of labour and cost compared with framed construction. The method of shuttering used is particularly interesting and has been tried out in this country. Reinforced concrete is not an entirely suitable material for external walls, particularly when we anticipate the conversion of the war-time structure to peace-time dwellings with larger windows. Reinforced brickwork or pre-cast concrete blocks can be used for the infilling of external wall panels, and this principle of construction enables the casting of the concrete to be carried out without external scaffolding.

Mr. Arup's book is particularly valuable in that it gives costs as well as exact quantities of materials, and estimated time of erection; in fact it is not a half-digested proposal, it sets forth something which has been thoroughly studied and tried out. One of the drawbacks of protected dwellings might be considered to be the use of a certain amount of steel reinforcement. If, on the other hand, we consider the nation's total production of steel, which I believe is in the neighbourhood of 13,000,000 tons annually, the provision of safe housing for, say, half a million people would only require 25,000 tons, and if we visualise the development of the war as a bombing match between our country and Germany the protection of our homes becomes a vital issue, and the whole question must be seen in its proper perspective.

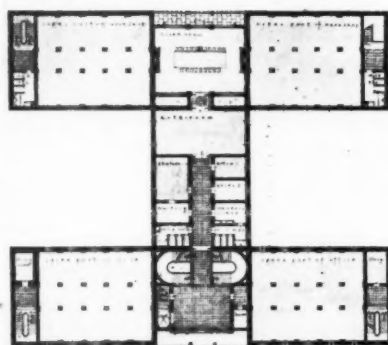
In conclusion I'd like to quote the author. . . . "The keynote to sound planning and construction is simplicity, to which the proposed system lends itself easily. It allows for considerable flexibility and can easily be adapted to varying architectural requirements. The schemes illustrated are examples of this adaptability, combining straightforward planning with economy in construction."

ELECTRICITY BOARD OFFICES

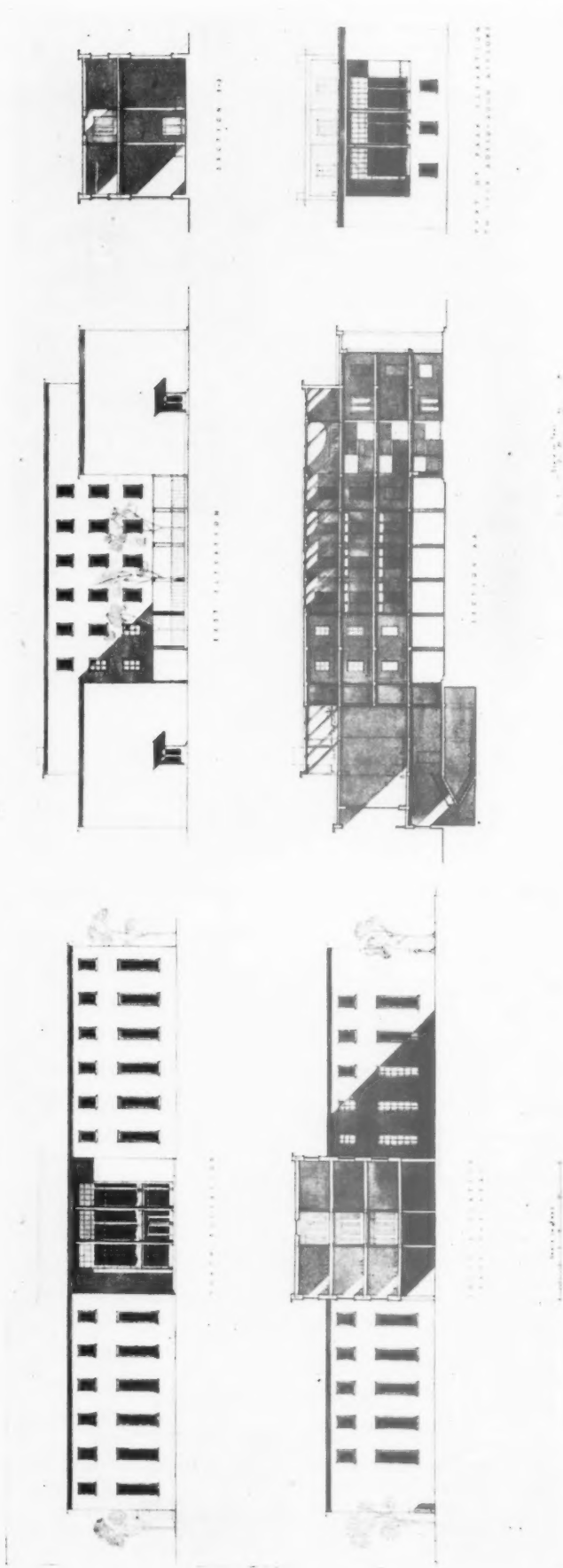


Above, ground and third floor plans, elevations and sections. Below, first floor plan.

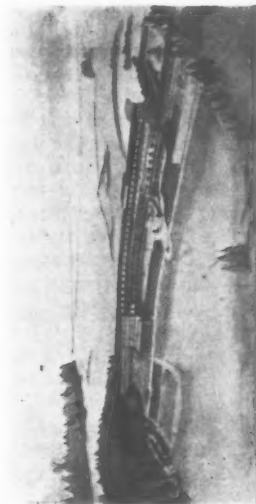
Offices for an electricity board, by F. L. Evans, Third year, Liverpool School of Architecture: plans, elevations and sections. The principal elevations are reproduced on page 118. Although the number of students has fallen from the normal peace-time complement of 220, there are still over 100 in the school and it would seem from the applications received during the past few months that the total may be slightly higher next session. The calling-up of students for military or other forms of national service has chiefly affected the senior years. The junior years remain large.

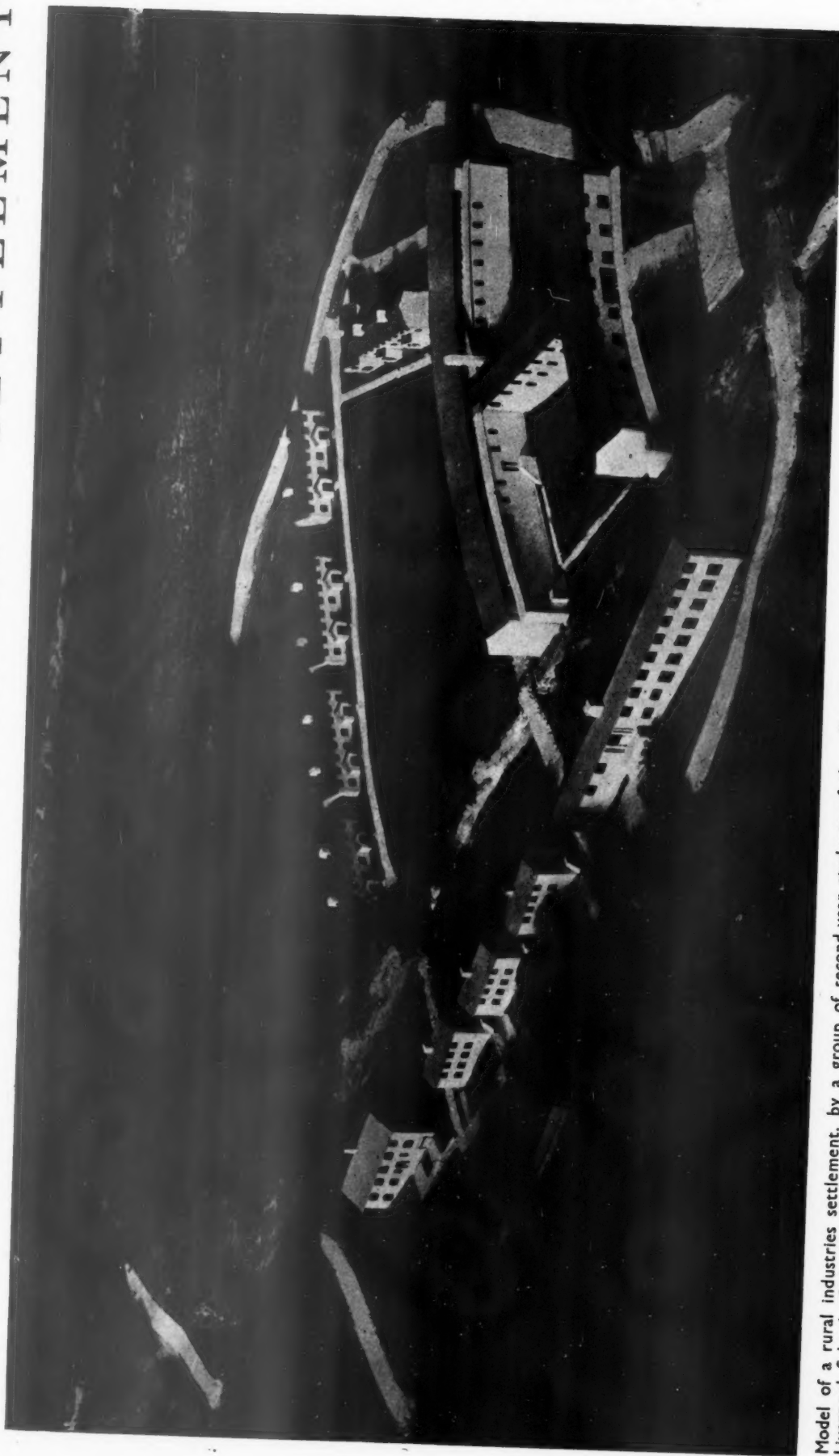


OFFICES FOR AN ELECTRICITY BOARD



Above, offices for an electricity board, by F. L. Evans, Third year, Liverpool School of Architecture: elevations and sections. The plans are reproduced on page 117. Left, a country club at Freshfield, Lancashire, Thesis design and one of a set of project and working drawings, by Sheila D. Taylor, Fifth year. During the summer term the fifth year students were evacuated to Harlech in North Wales, where the University has secured collegiate buildings for the duration of the war. There the students were able to complete their thesis designs. Arrangements have been made for both the fourth and fifth years students to go into residence at Coleg Harlech next session. This year the school dispensed with its usual annual exhibition owing to the war-time difficulties. This decision was reached with considerable regret as more than sufficient material was available for a show that would have maintained the standards of the past. Several of the staff have been granted temporary leave of absence by the University to undertake work of national importance, but eight full-time members are still carrying on so that it has been possible to maintain the normal curriculum in full without modification.





Model of a rural industries settlement, by a group of second-year students of the Liverpool School of Architecture. The settlement is intended to form a training centre for future apprentices. They would work alongside the permanent employees and be given additional instruction by a number of specialists attached to the settlement. The buildings comprise a house for the director, six houses for instructors, twenty cottages for permanent employees, hostel for thirty apprentices, with canteen, club-room and flat for married couple; general store and post office, with flat over; bus shelter, an administrative building containing directors' office, general office, exhibition hall, lecture room and ancillary accommodation; and workshops for furniture, upholstery, finishing, weaving, basketwork, mat and rug making and metal ware.

Six private rooms were also required for the instructors and about three drawing studios, primarily for apprentices, one to be planned in conjunction with the workshops, which have stores for materials and finished articles and provision for reception and dispatch. Three alternative sites were provided in different parts of the country, similar in plan but with varied contours and differences in local vegetation and building materials. Groups of students began by making models of the sites. Each student then prepared a layout scheme for the site chosen, and during the session planned and designed, and in some cases detailed to large scale, the individual buildings. Each student also designed a bridge over the stream and a sign for the settlement.

LAW REPORTS

MEIKLE v. MAUFE

Mr. Justice Uthwatt's judgment, delivered in the Chancery Division, on Thursday, July 31, in the case brought by Mr. J. A. Meikle and others against Mr. Edward Maufe and others for infringement of Architectural Copyright

His Lordship, in giving judgment, said: The defendants, Heal and Son, Ltd., in or about the year 1912, following an idea that they had had in mind since 1910, employed the firm of Smith and Brewer as their architects in connection with buildings, which shortly after were put up on part of their premises in Tottenham Court Road. In the year 1935 the defendants, Heal and Son, Ltd., employed the defendant Mr. Edward Maufe as their architect in connection with an extension of the original building. The claim in the action is made by the sequels in title of Smith and Brewer, who allege that buildings put up in accordance with Mr. Maufe's plans, and the plans themselves, infringe the copyright vested in the plaintiffs, in the artistic design of the buildings for which Smith and Brewer were responsible, and in the relative plans. Apart from questions of law and the question whether the later plans and buildings reproduce the work of Smith and Brewer, the main defence is that it was implicit in the transaction between the defendants, Heal and Son, Ltd., and Smith and Brewer that Heal and Son Ltd., and any architect employed by them, should stand authorized to do what in fact had been done.

I propose to deal in the first instance with the relevant facts, so far as they relate to the original building, and the question of the extent of any infringement of any copyright in the design of, and plans for, the original building, and the questions arising thereon, and at a later stage to deal with the question of the implied authority.

As regards all the questions involved as to the nature of the original and infringing building, I propose to deal with these by reference to the buildings and the design involved in them, and to regard the relative plans generally, subject to exceptions, as plans to which effect is given in the relative buildings. In the course of the opening of this case, I was invited by Mr. Harman, on behalf of the plaintiffs, to deal with the matter by reference to the buildings alone, but as Mr. Shelley, on behalf

of the defendants, stated that his case was to some extent dependent on details, the plans were in the course of the hearing considered in detail. In his closing speech Mr. Shelley agreed that this matter might really be considered by reference to the buildings alone. I personally have found that little assistance in determining the substance of the points involved in the case can usefully be derived from the plans.

The firm of Smith and Brewer, which consisted of two partners, Arnold Dunbar Smith and Cecil Claude Brewer—a member of the Heal family—were employed as architects for the building operations which were begun by the defendants Heal and Son, Ltd., in 1914, and were completed in or about the year 1916. These buildings, so far as they faced Tottenham Court Road, were built on land leased from the Bedford Estate, and I will refer to those lands and buildings thereon as the northern section.

There were no special terms contained in the contract for the employment of the firm as architects. They were appointed architects and the matter was left at that. In connection with the buildings many plans were prepared by Smith and Brewer, and it was admitted by the defendants in their defence that the northern section was built in accordance with the plans submitted by Smith and Brewer, though the fact that the firm were "the authors" of these plans within the meaning of the Copyright Act, 1911, was not admitted.

As regards the copyright in the plans of the building in the northern section, I find as a fact that the plans and design were the joint work of the two partners done in the ordinary course of their partnership business; that the plans in accordance with which the building was erected were, subject to some matters of detail to which I refer below, the original work of the partners working together, and that accordingly the copyright in those plans became vested in them for their partnership purposes, and subject to the point of law to which I will refer later, the

copyright in the artistic design of the building was also so vested in them. It is clear on the evidence that both partners in fact collaborated in the work, and indeed it would appear from some of the published comments on their work, that by their diverse and complementary qualities they were well fitted for combination. If indulgence in atmosphere was the natural bent of one, the other could be relied upon to see that his partner's ideas were translated into tactile effects. However this may be, the result in this case was that, in accordance with their plans, a novel building of an artistic character was put up in the Tottenham Court Road.

I do not propose to describe the building in detail. The general features of the façade were that the shop windows on the ground floor lay within a colonnade on the line of the street pavement, and that above the ground floor the general design was an alternation of triple and single bays, until the entablature was reached. The design was one which was capable of repetition in any extension.

As regards the interior of the building—I speak generally—each of the floors in question was designed as a single room, and in each of these rooms there was a series of stanchions regularly spaced which supported the beams.

The exceptions as regards original work, to which I have referred, are of minor importance; they relate to matters of detail. With respect to the façade, Mr. Armitage, an architectural carver and modeller, was responsible in whole or in part for the design of certain of the details which entered into the façade of the building as constructed. For the design of the cast-iron enrichment around the window frames, for the lions' heads appearing on the first-floor level, and for all but one of the cast-iron trade panels, he was wholly responsible; for the design of the cornice he was partly responsible. It may be that he was partly responsible for other minor features embodied in the building. The matters with which Mr. Armitage was concerned were specialist's work on which he was engaged with a view to carrying out in a satisfactory way ideas placed before him by the architects as to details incorporated in the architect's design. In the general design embodied in the building there is no evidence that anyone played any part other than Smith and Brewer.

With respect to the interior, the stanchions and beams presented no novel feature, the caps, rails and bases of the stanchions do not contain any feature not commonly used by architects, and I attribute no originality to Smith and Brewer as regards the form of these features. They, however, were responsible for the layout of the rooms, that is the main point, and these exceptions do not affect my view

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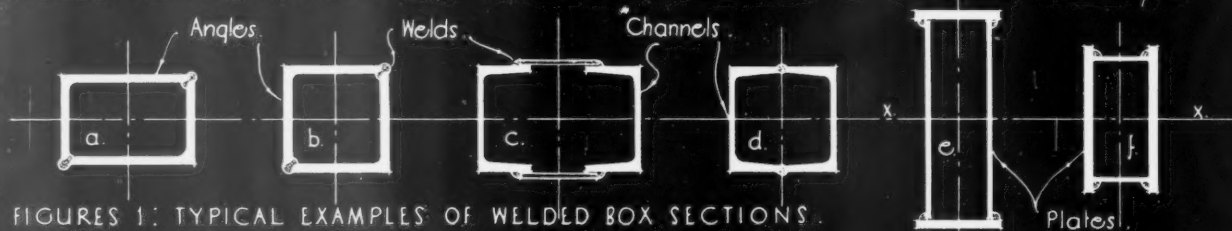
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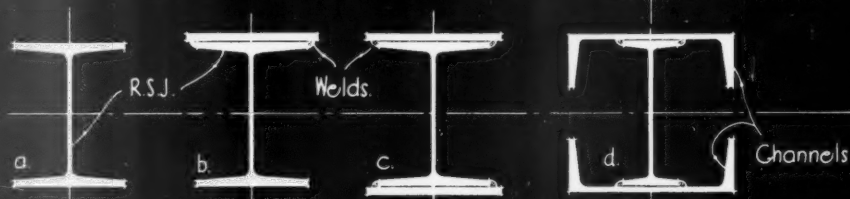
GENERAL CONSIDERATIONS AND PRINCIPLES OF DESIGN IN WELDED STEEL, 2 :



FIGURES 1: TYPICAL EXAMPLES OF WELDED BOX SECTIONS.

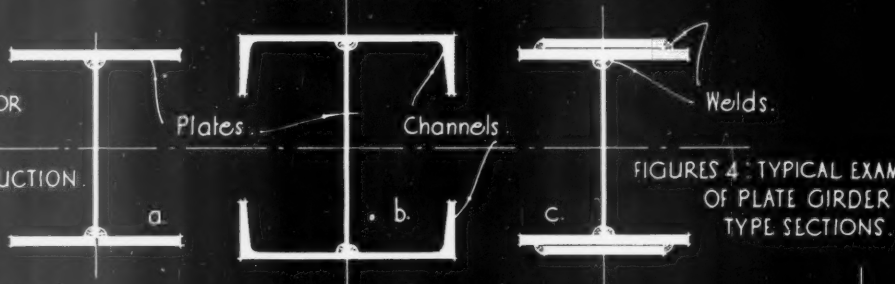
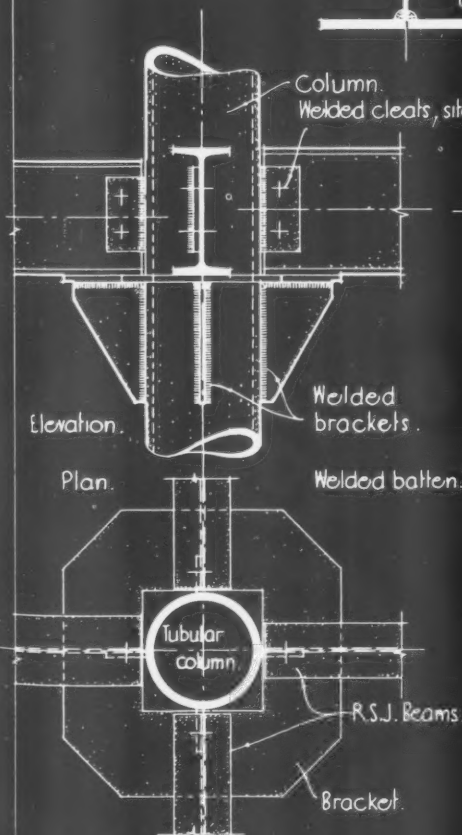
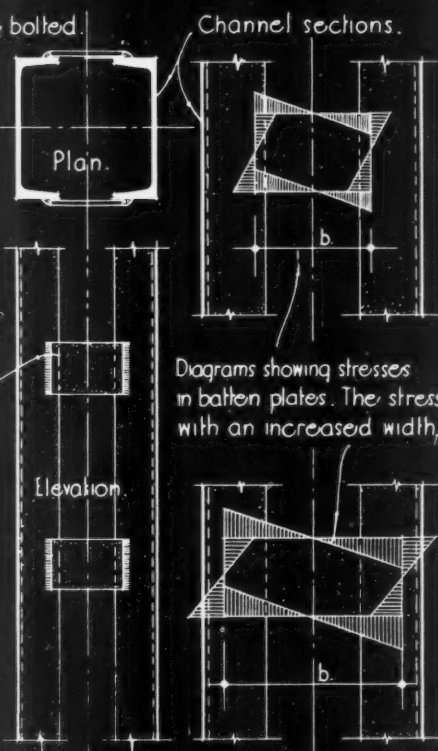
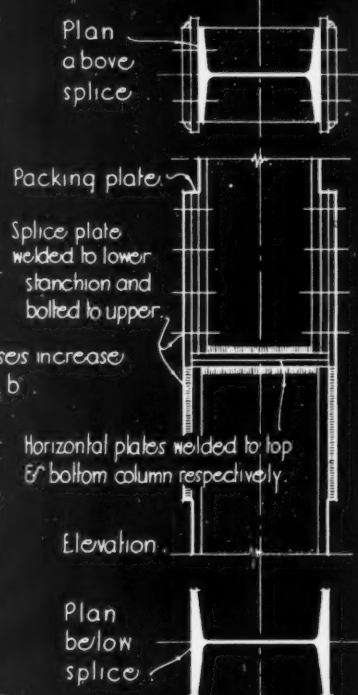


FIGURE 2: TUBULAR COLUMN.



FIGURES 3: TYPICAL EXAMPLES OF R.S.J. SECTIONS.

TYPES OF COLUMNS FOR
MULTI-STOREY
WELDED STEEL CONSTRUCTION.

FIGURES 4: TYPICAL EXAMPLES
OF PLATE GIRDER
TYPE SECTIONS.FIGURE 5: TYPICAL WELDED
BRACKETS TO SUPPORT BEAMS.FIGURE 6: WELDED BATTENING
TO COMPOUND COLUMNS.FIGURE 7: SPLICING A COLUMN
WITHOUT SITE WELDING.

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STRUCTURAL
STEELWORK

Subject : Welding 12 : General Considerations and Principles of Design in Welded Steel : 2, Columns.

General :

This series of Sheets on welded steel construction is a continuation of a preceding group dealing with riveted and bolted construction, and is intended to serve a similar purpose, namely, to indicate the way in which economical design as affected by general planning considerations may be obtained.

Both the principles of design, and the general and detailed application of welded steelwork are analysed in relation to the normal structural requirements of buildings. The economies in cover and dead weight, resulting from the use of lighter and smaller steel members and connections, are taken into consideration in the preliminary arrangement of the building components in order to obtain a maximum economy in the design of the steel framing.

This Sheet is the second of the section dealing with general considerations and principles of design in multi-storey, welded steel frame construction, and illustrates suitable columns and connections.

Column Sections :

Columns may be suitably welded. Statically, joist sections are never particularly suitable from the point of view of buckling, and are used in riveted construction merely because other sections present difficulties in detailing. Welded box sections, consisting of two unequal or equal angles (Figures 1a and b), two channels (Figures 1c and d) or in special cases, of four plates (Figures 1e and f) will always compete economically with R.S.J.'s.

Tubular sections (Figure 2) may also be used, as brackets to support the joist can

easily be connected to the shaft by welding, while the use of this most economical section for riveted constructions is restricted to one-storey buildings owing to the difficulty of making connections.

The use of R.S.J. sections for columns should be restricted to cases where large bending moments occur in one direction. Plated joists are generally to be preferred and the plates can be replaced by channels with advantage (see Figures 3a, b, c, and d). Sections resembling those of plate girders will be found to be more economical (see Figures 4a, b, and c).

Application :

For all compound as well as simple sections, bases and brackets for the support of beams can be suitably connected by welding. An example is given in Figure 5, and the economy will be the more pronounced as the loads become greater. Where columns consist of two sections batten plates are easily welded on and it can be seen from Figure 6 that much cleat material can be saved in this way and that the additional stresses created are smaller than in riveted constructions.

Splicing :

If no site welding is considered, the splicing of columns will often, in principle, be the same as in riveted construction. By welding horizontal plates to the shafts of the top and bottom columns, as shown in Figure 7, all compression stresses can be transmitted directly and only the minimum number of bolts stipulated by the regulations for stiffness against buckling need be inserted in the flanges. Splice plates can, of course, be welded to one column in the workshop.

Where extra rigidity is not required, very large columns may be placed on top of each other without flange splice plates.

Previous Sheets :

Previous Sheets of this series on structural steelwork are Nos. 729, 733, 736, 737, 741, 745, 751, 755, 759, 763, 765, 769, 770, 772, 773, 774, 775, 776, 777, 780, 783, 785, 789, 790, 793, 796, 798, 799, 800, 801, 802, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 816, 819, 821, 822, 823, 824, 826, 827, 828, 830, 832, 836 and 837.

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May 19, 1941

as to the authorship of the plans or of the general design embodied in the façade or the rooms.

I may add that it was not contended by the defendants either as regards the façade or the interior, that the design embodied in the building was not such as not to be susceptible of architectural copyright.

It was contended on behalf of the defendants that there could not be a separate copyright in a building as distinct from a copyright in the plans on which the building was based and that if there were a separate copyright in the building the copyright was in the builder. In the present case, neither of these contentions is material except in so far as the correctness of either of them may affect the quantum of damages. Upon the first contention it is argued that the originality lies in the plan, and that therefore there can be none in the building which reproduces the plans. Upon the second contention it is said that, wherever originality may lie, the author, for copyright purposes, is the builder who built the building and not the architect responsible for the plans. In my opinion neither contention is well founded. As regards these contentions, an architectural plan finds its meaning and purpose in the use to which it is put. The point of the architect's activities is not the making of plans as such, but the embodiment in the building of artistic and other ideas which he has in mind and which are contained in his plan. The plan is a means to an end and not an end in itself. To deny originality to the artistic design embodied in a building by attributing originality only to the plans which led to the building, would be to give reality to the shadow and refuse it to the substance.

As regards the second contention, to attribute for the purposes of the Copyright Act "authorship" of the building to the builder who has worked in accordance with an architect's plans and under the architect's supervision, does not seem to me to be required by the terms of the Act. The architectural work of art, in respect of which copyright is given, is defined as "a building or structure having an artistic character or design in respect of such character or design." By definition the protection is limited to the artistic character or design embodied in the building. In the making of the character or design the builder plays no part. He, like his plans, is only part of the machinery employed in the production of the structure that embodies the design and the ideas of the architect. The author, for copyright purposes, of the architectural work of art is the author of the plans. It follows that in my opinion Smith and Brewer are entitled to the architectural copyright in the building as well as the copyright in the plans.

It is now necessary to consider the evolution of the title to the copyright. As regards this, Smith and Brewer carried on business in partnership down to the date of the death of Cecil Claude Brewer on August 10, 1918. By his will and codicil proved by his executors Maurice Brewer and Arnold Dunbar Smith, on December 18, 1918, C. C. Brewer bequeathed his share and interest in the partnership of Smith and Brewer to Arnold Dunbar Smith, and that bequest accordingly included C. C. Brewer's interest in all copyrights, which had belonged to the partnership.

Following on the death of C. C. Brewer, Dunbar Smith carried on business on his own account until April 1, 1930, when he took the plaintiff J. A. Meikle and one K. W. F. Harris into partnership on the terms contained in a partnership agreement dated January 8, 1931. Under that agreement Dunbar Smith brought into the partnership the goodwill of his business of an architect, retaining however the right to the goodwill on the expiration of the partnership. The partnership expired by the effluxion of time on March 31, 1933, and on its expiration Dunbar Smith assigned his interest in the goodwill to Mr. J. A. Meikle, the plaintiff.

It was not disputed by Mr. Shelley, for the defendants, that assuming that copyright was originally vested in the firm of Smith and Brewer, some beneficial interest in the copyrights possessed by Smith and Brewer, was at and prior to the date of infringement thereof vested in Mr. Meikle, and the case was in substance argued and dealt with on the footing that Mr. Meikle was the beneficial owner of the entirety of the copyright.

To complete the title of the copyright, Arnold Dunbar Smith died on November 7, 1933, and the plaintiffs Clara Ellen Smith and Frank Douglas are his executors and by reason of the death of Maurice Brewer on March 6, 1935, are now also the executors of C. C. Brewer. It follows that between them the plaintiffs own the legal and equitable interests in the copyrights which were formerly vested in the original firm of Smith and Brewer.

It may here be added that the name "Smith and Brewer" was not at any time allowed to drop. Their successors continued to use it and Mr. Meikle and his present partner now carry on business under that name.

It is now necessary to consider the new buildings for which Mr. Maufe was responsible. These consisted of an extension (which I shall call the southern section) of the northern section and a building lying to the east called "the Albert Mews section."

As regards the southern section, Mr. Maufe chose as the centre of the building as extended the southern bay of the northern section. Having done that, the design of the façade was

repeated by him until he approached the southern corner. At that point he felt himself free to give rein to a certain extent to his originality. Mr. Maufe was quite frank about his action. He thought it necessary from the point of view of design to reproduce in the southern section the features which appeared in the northern section. I have no doubt that the work which was required to be done by Mr. Maufe was greater than that which an original design would have caused him. He did what he willed, but his will was determined for him. In fact he copied from the existing building the features which distinguished it. In the façade there are indeed minor differences. The spacing of the pillars in the colonnade is slightly different and the dimensions are not quite the same. The ornamentation in part of the new work differs slightly from that in the old, and there are other slight differences. It is fair to Mr. Maufe to say that no one suggests that these or the other differences to which I refer later, were made with a view to displacing the fact of copying. Mr. Maufe's object was to make the new look like the old throughout nearly the whole of the Tottenham Court Road frontage. He succeeded in his object. There is no doubt but that until one reaches the last pillar but one facing Tottenham Court Road there is a reproduction of the design embodied in the façade of the northern section and unless excused for some reason, a breach of the copyright so far as regards the façade of the northern section. This indeed was admitted by Mr. Shelley on behalf of the defendants in his closing speech.

At the southern corner there are certain changes in the design. The columns and pillars are different, but the general motif is repeated, and here again I find that, unless excused, there is a breach of the copyright until the window of the southern side of the building which encloses the staircase is reached.

As regards the interior, I do not propose to go into all the details which were enlarged upon in the evidence given to me, or give more than a rough description of it. It is sufficient to say that up to and including the third floor, each floor of the building as extended is a single room. Lift doors in the centre of the eastern wall of the extended rooms mask a lift. At the southern end of the extended building there is a staircase, and that end has no counterpart in the rooms as they were in the original building. In the basement, ground floor and first floor the stanchions in the southern section are in a line with the stanchions in the northern section. In the second, third and fourth floors they lie in the northern section about one-third of the depth from the Tottenham Court Road frontage. The beams in the southern

section are slightly less deep than those in the northern section. Speaking generally, pier caps and bases, beams, ceiling cornices, windows and window architraves and beam spacing are repeated, though there are minor differences in the spacing of the stanchions and other matters. On the fourth floor the mansard gallery has been influenced and again there is repetition. In the ante-room to the mansard gallery there is repetition of the design in the pier caps and base of work appearing on other floors. There are minor differences in the spacing of the stanchions, and in the details of the work on the stanchions. The general effect, however, is that the design embodied in the interior of the northern section has been followed in the southern section. In my opinion there has, as regards the basements and the first, second, third and fourth floors, been a repetition of the design embodied in the former rooms of the northern section, and again, unless excused, there has been a breach of copyright. As regards the Albert Mews section, the only complaint is as regards the interior of certain of the rooms. Here there is no trace of copying at all. The rooms are different. I find as a fact that there has not been any repetition of any work in which copyright was vested in Smith and Brewer.

The defendants sought by their defence to justify their action on three several grounds. Of these, two were withdrawn at the trial, and I do not propose to refer to them. The ground which remains, and which I now propose to deal with, is that pleaded in paragraph 3 of the defence. That paragraph runs as follows:—"It was agreed between the defendant company and the said Smith and Brewer that they should submit plans for the rebuilding of the said northern section. It was at all material times known to the said Smith and Brewer and to the defendant company that subsequently the southern section thereof might also be rebuilt and that in such event it was necessary that the northern and southern sections should together form one architectural unit. The said Smith and Brewer accordingly submitted the said drawings to the defendant company, who accepted the same, and the said northern section was built in accordance therewith. The said Smith and Brewer were duly paid by the defendant company all proper fees and charges in connection with the said drawings and plans and their supervision of the building of the said northern section. In the premises it was impliedly agreed between the defendant company and the said Smith and Brewer that the defendant company or any architect employed by them should be entitled to reproduce the said drawings and plans, and the said northern section, in so far as that might be

necessary, so as to rebuild the said southern section to form together with the said northern section one architectural unit."

Now the material facts bearing on the question of an implied term are as follows:

(1) There were no special terms incorporated in the contract under which Smith and Brewer were employed as architects.

(2) The original building was a complete architectural unit. The design of the façade, however, was such as rendered it capable of repetition whether the building was extended to the north or to the south. The showrooms fronting the Tottenham Court Road again were capable of extension without alteration of character.

(3) In and prior to 1914 the defendants, Heal and Son, Ltd., held the northern section of the building facing Tottenham Court Road under a lease from the Bedford Estate, and the part of the southern section lying immediately to the south of the northern section, under a lease from the City Lands Committee, the two sections being divided by a substantial party wall. It is stated in a letter of April 4, 1913, that the defendants, Heal and Sons Ltd., were then taking up by way of renewal a long lease of the northern section from the Bedford Estate, but had been unable to renew the lease then held by them from the City Lands Committee, which lease was due to expire in 1933. Lying further to the south, and forming the southernmost portion of the southern section, was the White Hart public-house, which was held by certain brewers from the City Lands Committee also for a term of years expiring at Midsummer, 1933. Heal and Son, Ltd., had in 1914 made some inquiries about the possibilities of acquiring the lease of the White Hart from the brewers, but nothing had resulted from those enquiries. They had not addressed any enquiries as regards this site to the City Lands Committee.

(4) Heal and Son, Ltd., in the year 1932, acquired a building lease of the southern section upon which the present buildings were erected.

(5) All the expert witnesses were agreed, and I find as a fact, that architecturally there could not be a satisfactory façade for the Tottenham Court Road block unless the original design was repeated for practically the whole of the length of the extension, and I find as a fact that from a commercial point of view it was desirable that the premises should appear to be one shop. Again, as regards the showrooms, the commercial needs of the business would naturally suggest that if the building was extended the existing showrooms should be extended and that there should not be two showrooms on the same floor.

If the showrooms were extended, then again the design of the new part, in order to be architecturally and commercially satisfactory, would have to conform as near as may be to the design of the old part.

(6) There is the evidence of Sir Ambrose Heal, which I accept, that before the building was being erected, as well as in the course of its erection, he discussed with the architects the possibility of an extension southwards of the building then proposed. What the lines of that discussion were Sir Ambrose did not state, and indeed, at this distance of time, he could not be expected to do so. Mr. Meikle conceded in his evidence that an extension to the south had in 1914 always been known to be a probability and that it had always been hoped that the White Hart public-house could be included if Heal's requirements justified it. The question of an extension northward was not discussed and there is no evidence that such an extension was in contemplation.

Lastly, I should mention that there was some further evidence that in 1914, during the Great War, the defendants Heal and Son, after building had commenced, tried to get the builders to agree to a cancellation of the building contract, but this attempt was unsuccessful.

It is argued that upon this state of the facts I have to consider the question whether there is any such implied agreement as is alleged in the defence. In considering this argument, one must bear in mind the position that results from the provisions of the Copyright Act, 1911. Apart from any special bargain between the architect and the building owner, the latter is the owner of the plans prepared by the architect. But the architect owns the copyright in the plans and also in the design embodied in the owner's building. The building owner may not therefore reproduce the plans or repeat the design in the new building without the architect's express or implied consent. Apart from some express or implied bargain to the contrary, the architect is free, if so minded, to repeat the building for another owner. It may well be that where the copyright is vested in an architect professional instincts step in and would deter him from the breach of good manners involved in the repetition for a new client of a distinctive design used for a former client.

A sequel in title of the architect might not be moved by any such considerations. In any event the new client desiring a distinctive building would in all probability prefer a deviation into originality.

It was argued that some implication there must be. It was suggested that unless there was some implication a building owner could not without breach of copyright do extensive repairs

to his building, or reconstruct a building which had been destroyed by fire or enemy action. It is unnecessary for me in deciding this case to determine these points, and I do not propose to express any opinion on them, but to confine myself to the particular issues raised in this case.

The question whether or not a particular term is to be implied in a contract depends on the presumed intentions of the parties and general reasonableness. The point of implying a term is not to impose on the parties a more reasonable or wider bargain in lieu of that into which they have chosen to enter, but to work out the bargain they have in fact made. To indulge in the dangerous language of metaphor the parties choose for themselves the pattern and ambit of their contract. The pattern is sometimes incomplete and threads may be woven into the pattern to complete it, and holes in the background to which the pattern is applied may be filled up. But a new pattern is not to be evolved, nor is the subject matter to which the pattern is applied by the parties to be widened. In the present case the contract on which Smith and Brewer were employed could be and was completely fulfilled without the implication of any term. The term desired to be implied is directed to limiting the copyright which Smith and Brewer acquired as one of its results. I accept that in any extension of the building there was a need from an architectural and commercial point of view for unity of design in the façade of the extension and in the interior, and that there was a commercial need that the showrooms on each of the various floors should be one room. I accept the fact that the acquisition of a new lease of the southern section and of a lease of the site of the White Hart public-house was regarded as a commercial possibility at the date of the contract with the architects and that the architects knew of this. But there is another side to the matter. First the Smith and Brewer building was such as permitted or extension; it did not as a building hold out any promise of it; it was a complete architectural unit. Secondly the whole question of whether any extension should be made lay in the future. It might or might not occur. If it occurred Smith and Brewer might not be chosen as architects; there was no obligation so to do. Lastly, there is nothing to show that the form of any such extension should or might assume was ever under discussion or consideration.

To my mind, the intrusive stranger, whom Lord Justice Mackinnon in *Shirlaw v. Southern Foundries, Ltd.* (1939, 2 K.B., at page 206) postulates as interesting himself in the formulation of the contract under discussion between the parties, if he asks the question whether under their bargain the build-

ing owner was entitled to use the design embodied in the building and incorporated in any extension to the south, would not, I think, get the answer: "Of course." The rational answer would, I think, be: "Now you are talking about something else, please keep to the point." I am unable to infer any such term as that for which the defendants contend. In any case the matter is ventilated in another Court, and had I come to a contrary conclusion on the question of an implied term, I would hold as a fact, that if a term is to be implied, it is a term which would cover the extension which has in fact been carried out.

The question of damages remains. There is a certain amount of authority upon the proper measure of damages. In the *Fenning Film Service, Ltd. v. Wolverhampton, Walsall and District Cinemas, Ltd.* (1914, 3 K.B., at page 1171), Mr. Justice Horridge, following the principle laid down by Lord Esher in *Exchange Telegraph Co. v. Gregory and Co.* (1896, 1 Q.B., page 147), at page 153, stated that the damages and infringement of a copyright were at large. In the *Sutherland Publishing Co. v. Caxton Publishing Co., Ltd.* (1936, Chancery, page 323), Lord Wright, then Master of the Rolls, in pointing out at page 336 the distinction between the case where the claim was for damages for infringement of copyright and the case where the claim was for conversion of infringing copies, stated that in the former case "The measure of damages is the depreciation caused by the infringement to the value of the copyright as a 'chose in action.'" In *Chabot v. Davies* (155, *Law Times*, page 545) a case of infringement of an architectural work, Mr. Justice Crossman, after stating that presumably damages were to a certain extent at large, proceeded on the basis of considering what sum might fairly have been charged for a licence to use the copyright for the purpose for which it is used. It appears to me that the consideration on which Mr. Justice Crossman proceeded is a sound basis from which to begin, but that one is entitled to take into account all the surrounding circumstances in exactly the same way as one is entitled to do in the case of the invasion of a common law right of property.

There was an argument addressed to me on behalf of the plaintiffs which requires to be specifically dealt with. Mr. Meikle stated in evidence that, had he been asked for a licence, he would in all probability have required either that he should be employed as architect for the front block—the infringing block—or that his firm should be employed jointly with Mr. Maufe as architects for the whole new building. It was argued that Mr. Meikle would have been justified in refusing a licence except on these terms, because if he or his firm were not employed, the association of the

building with the firm of Smith and Brewer would disappear. The argument then proceeded that upon this footing the proper basis upon which to estimate the damages was to ascertain as nearly as might be the profit which Mr. Meikle or his firm would have made if they had been employed as architects for the infringing building. The relevant figures which enter into an estimate of damages made on this basis are as follows:

Firstly, the total cost of the whole new building was £94,500, the cost of the infringing building (exclusive of accessories such as lighting, etc.) was estimated at £24,000; the part of the cost attributable to the façade was estimated at £6,753.

Secondly, the architects' fees payable under the R.I.B.A. scale are, for new work 6 per cent., for alterations and additions to existing buildings not less than 6 per cent., nor more than 12 per cent., and for sketch designs, the fee payable is on the basis of a *quantum meruit* not exceeding one-sixth of those percentages.

Thirdly, as regards the expectant profit, the effect of the evidence given was that as regards Mr. Meikle and his firm the percentage of expenses to receipts varied considerably. The approximate percentages were, for the three years ending 1933, 20 per cent.; for the six years ending 1936, 30 per cent.; and for the years 1936, 1937 and 1938, 36 per cent., 60 per cent. and 60 per cent.

I do not accept this argument. It does not appear to me that an architect's profits which would accrue from employment as an architect in the infringing building are either in the general case, or in this particular case, the measure of the damages recoverable for breach of copyright in the design and plans vested in him. Where the copyright in the design or in the plans is vested in an architect competent and willing to do the proposed work, the fact that he is an architect may be taken, I think, into account among the other circumstances in assessing damages. But such profits do not provide, in my opinion, either a mathematical measure of damages on a basis upon which to estimate damages. Copyright is not the sickle that reaps an architect's profits.

I have already stated the cost of the infringing building and the extent of the infringement, and there are some other matters which were brought to my attention in connection with the question of damages.

Firstly, a practising architect would not, in the case of an important building such as the original building, repeat the design in another building, nor would, I apprehend, a new client normally desire a repetition of an existing building, and it is fairly clear to my mind that in substance the only market for licence to repeat the design was with Heal and Son, Ltd. The plaintiffs

on this basis have lost their only market for the copyright. However this may be, the infringing building as a whole contains nothing which detracts from the charm of the original design.

Secondly, there was evidence that frequently an architect would not make any charge to a brother architect who wished to repeat in an extension the design for which the former was responsible. This, in my opinion, is irrelevant upon the question of damages. Professional readiness to accept a compliment rather than to assist on a legal right is immaterial where damages for infringement of a right are being considered.

Thirdly, occasionally an architect is instructed to design a façade alone and is not engaged to carry out any other part of the work incumbent on the architect of the building, but as the fee paid is a matter of agreement and depends on the reputation and the presumed personal qualifications of the architect selected, it does not appear to me that the amount of fees paid in these circumstances are of any great assistance in assessing the damages.

Fourthly, some reliance was placed and some insistence was made on the fact that some journals contained matter which attributed the architectural work for the whole building to Mr. Maufe, and that there was some likelihood of the connection of the name of Smith and Brewer with the building being lost. As to this, it may be observed that none of the copyrights in question are vested in the present firm of Smith and Brewer, Mr. Meikle is the only member of the firm who has any interest in them. Further, it may be added, that neither Mr. Meikle nor his partner had any part or lot in the preparation of the design of the original building or the plans which they embody, and that there still remains engraved on the wall of the original building the names of Mr. Brewer and Mr. Smith as its architects. I may add here that there is not the slightest ground for thinking that either of the defendants was in any way responsible for any misleading matter which appeared in the journals in question.

Lastly, in a letter of July 26, 1935, Sir Ambrose Heal courteously explained to Mr. Meikle that his name had been considered by the defendants when the selection of an architect was under discussion, and that the company had no doubt but "that Mr. Maufe would follow out and develop in a contemporary manner Cecil Brewer's original design with the fullest sympathy and insight." To that Mr. Meikle gave an equally courteous reply making no comment on the phrase I have quoted. Following on this, Mr. Maufe, with the correspondence between Sir Ambrose and Mr. Meikle before him, wrote to Mr. Meikle about his selection as an architect, and Mr. Meikle in reply to Mr. Maufe's letter stated that his best wishes were with him in his

work and that he trusted that in it he would find much enjoyment.

It is conceded that these letters do not in fact amount to a licence authorising the infringement of the plaintiffs' copyright, but the defendants may well be forgiven for thinking that *qua* Mr. Meikle, Mr. Maufe had a free hand so far as the artistic necessities of the building required him to follow the original design, and that is what Mr. Maufe has done.

Taking all the circumstances into consideration, I assess the damages at £150.

Mr. Shelley said they had endeavoured to deliver all the plans which were alleged to be infringements and no complaint had been made that they had not delivered them all.

Mr. Mould said he understood that the plans of the façade had been given up. But his client did not insist on the return of the plans for the interior.

Mr. Shelley said the defendants had paid into Court a sum greater than his lordship had awarded the plaintiffs.

Mr. Mould said the payment was made with a denial of liability and it was not paid in in respect of any particular cause of action.

Mr. Shelley said the payment was made under an order of the Court that the defendants could pay a single sum without specifying for which causes the money was paid in.

Mr. Mould pointed out that under the rules there were two distinct issues here and plaintiffs were entitled to costs.

After argument his lordship said he would postpone the legal arguments on the question of costs till next term. He would stand the judgment over. It would not be drawn up and there would be liberty to apply for a date for arguments in October. The time for appealing would not run from to-day.

LETTERS—continued

Call in the Experts

SIR,—You may have seen this letter of mine in *The Times*, to which I have received such a sympathetic and commendatory response that I would like to enquire what you feel about it.

The real interest that the Minister of Health and the Secretary of State for Scotland have in this planning is of a legal nature, *i.e.* compensation for betterment, etc., but the work would have to be done by the very best technical experts that are available.

This being the case, would it not be best to call in these experts immediately and let them work right from the inception with the legal officers of the departments?

If the matter is left in the hands of a committee of good but overworked Ministers—who will be unable to give personal attention except at intervals—the solution of this problem might be delayed longer than desirable if left as at first proposed.

ALFRED C. BOSSOM
London.

[The letter in *The Times* referred to by Mr. Bossom is reprinted below.]

POST-WAR PLANS

MINISTERS ARE TOO BUSY

A CENTRAL AUTHORITY OF EXPERTS

To the Editor of *THE TIMES*.

SIR,—The proposals made by Mr. Justice Uthwatt's committee are clearly sound, but the suggested procedure for carrying these to the next stage is disconcerting.

It must be remembered that the decisions of the proposed "embryonic" central planning authority will largely control the work of any later body, and the principles now to be established may define the form of Britain for a century. No reflection whatever could be insinuated against the able and efficient, but fully occupied Ministers, Mr. Ernest Brown, Mr. Tom Johnston and Lord Reith—the committee recommended to initiate post-war reconstructional planning—if they were but free to give this gigantic problem the needed time and study. Their present commitments, however, will hardly permit them to squeeze in more than an occasional conference amid their present most exacting war-time activities.

After-the-war town and country planning is unavoidably complicated, and preliminary work to that end to be effective must envisage two indispensable considerations:—1. Results must be achieved with speed. Not only must all preliminaries and preparations be ready the moment the war ends, but obstructions, legal or otherwise, must also be anticipated. No amount of tinkering with existing Acts will suffice, for although planning legislation has been in operation for over eight years, it has not succeeded in bringing 5 per cent. of the country under permanent control. 2. Control must be compulsory. The decisions of the supervising authority must be, substantially, final; and such legislation needs the utmost care in preparation. Regulations so deeply affecting the whole nation are beset with untold intricacies and, to be successful, demand expert and mature consideration. Have these Ministers the essential time to give to this?

Could anyone envisage Haussmann establishing the principles controlling his magnificent lay-out of Paris at hurried conferences, or L'Enfant succeeding so admirably in his long-visualised development of Washington, or again, Sir Christopher Wren producing his practical plans for the re-development of London without the utmost concentration and continuous thought? Lord Reith's present proposals, in fact, mean that this abstruse subject would have to be studied by conscientious, but perhaps inexperienced, Civil servants who would submit their findings to the Ministers' committee for their "aye" or "nay."

Is not the solution rather to be found in the immediate formation of a central authority consisting of experts—possibly under Lord Reith's chairmanship—provided with all needed legislative advice required, by officials from the Ministry of Health and the Scottish Office? This authority could then be in continuous session, and could establish fundamentals upon which this, the greatest of all planning schemes, could be carried forward. This authority would examine in detail all legal controls and consult with all interests concerned, and thus reap the full benefit of existing knowledge covering planning, permanent open spaces, housing, location of industry, agriculture, transport, etc.

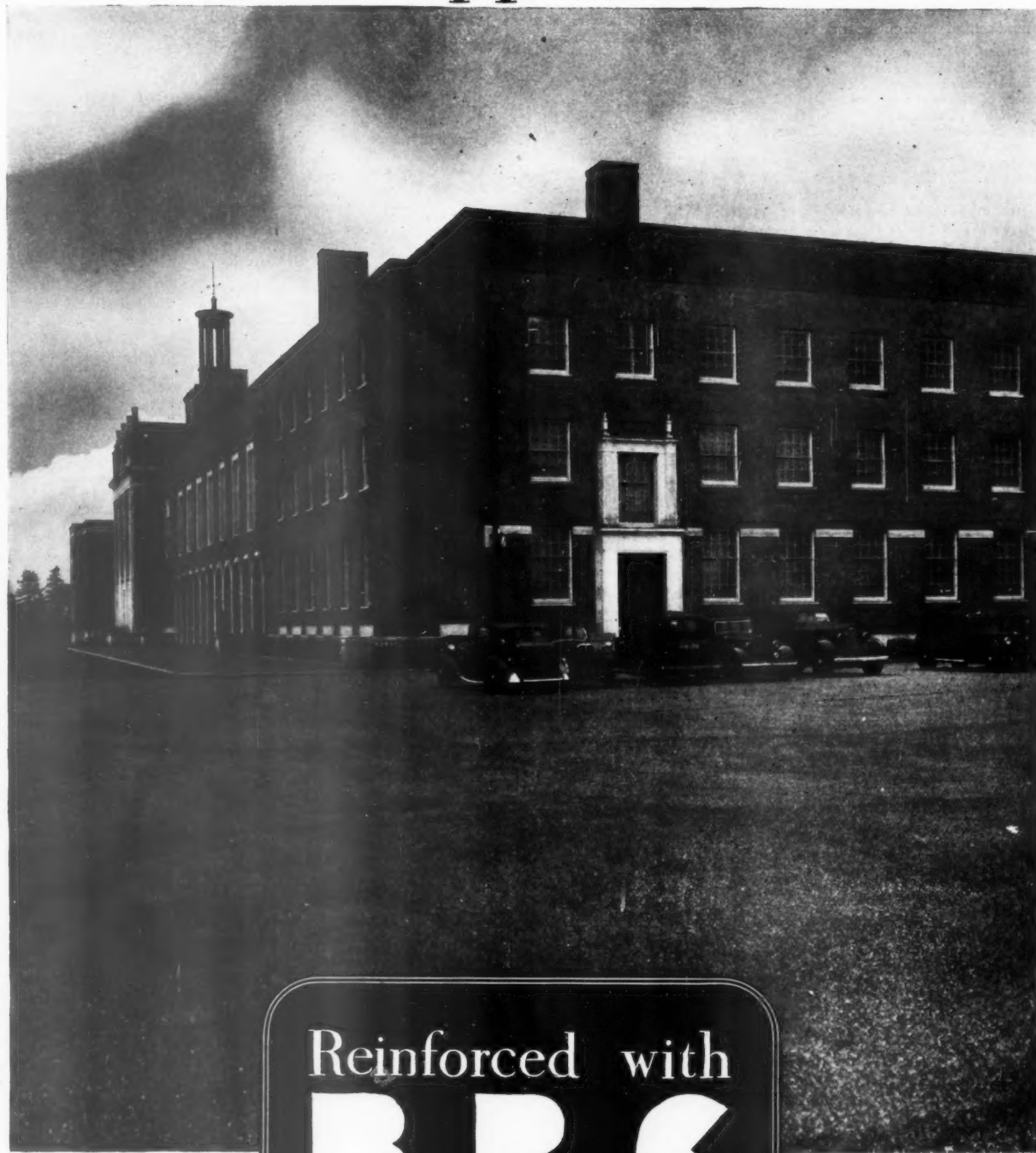
There is no doubt that planning and development after the war should receive the benefit of continuous study by responsible, highly technical experts from its earliest stages. Should we miss this golden opportunity of erasing most of the blemishes from our precious island, coming generations would, and should, never forgive us.

I am Sir, yours, etc.,

ALFRED C. BOSSOM.

5, Carlton Gardens, S.W.1.

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MAINTENANCE SCHOLARSHIPS

The Architects' Registration Council of the United Kingdom announce that Maintenance Scholarships have been awarded for the year 1941-1942 to the following, to attend schools of architecture as stated :—

Burden, H. E., School of Architecture, Edinburgh College of Art; Farrer, W. R., The School of Architecture, King's College, University of Durham; Matthews, J., The Welsh School of Architecture, Cardiff; Pratt, F., The Nottingham School of Architecture; Shortt, V., The School of Architecture, Leeds College of Art; Stewart, D., The School of Architecture, Edinburgh College of Art; Swann, P. W., The School of Architecture, The Polytechnic, Regent Street, London; Thompson, C. B., The School of Architecture, Leeds College of Art.

The Maintenance Scholarships awarded in previous years to the following candidates have been renewed for a further period of one year :—

Turner, R. B., The School of Architecture, University of Manchester; Palmer (Miss), B. M. Reeves, The School of Architecture, The Polytechnic, Regent Street; Cathels, D., The School of Architecture, Edinburgh College of Art; Page, H. S., The School of Architecture, The Polytechnic, Regent Street; Oddie, G. B., The School of Architecture, King's College, Newcastle-on-Tyne; McWilliam, A., The School of Architecture, Edinburgh College of Art; Halliday, A., The School of Architecture, University of Liverpool; Davies, W. H., The Welsh School of Architecture, Cardiff; Bardsley, G., The School of Architecture, University of Manchester; Baird, J., The School of Architecture, Edinburgh College of Art; Bebb, W. T., The Welsh School of Architecture, Cardiff; Cowper, J. E., The School of Architecture, College of Arts and Crafts, Birmingham; Evans, K. C., The School of Architecture,

College of Arts and Crafts, Birmingham; Maxwell, R. M., The School of Architecture, University of Liverpool; Walton, H. A., The School of Architecture, University of Liverpool.

The Maintenance Scholarships awarded to the following students have been placed in suspense for the duration of their military service :—

Hiner, W. E., Bartlett School of Architecture, University of London; Brown, R., The School of Architecture, King's College, Newcastle-on-Tyne; Gregory, T. W., The Birmingham School of Architecture, College of Arts and Crafts; Munro, I. A., The School of Architecture, Edinburgh College of Art; Paterson, I. W., The School of Architecture, Robert Gordon's Technical College, Aberdeen; Pritchard, W. D., The School of Architecture, University of Liverpool; Sykes, L. E., The School of Architecture, University of Manchester; Tolson, N. W. S., The Bartlett School of Architecture, University of London; Campbell, R. S., The School of Architecture, University of Liverpool; Bateman, G. D., The School of Architecture, University of Liverpool; McCowan, A. J., The School of Architecture, Robert Gordon's Technical College, Aberdeen; Bennett, P. F., The School of Architecture, The Polytechnic, Regent Street.

A.A. STUDENTS EXHIBITION

The A.A. annual exhibition of school work was opened by Mr. Stanley C. Ramsey, F.R.I.B.A., chairman of the R.I.B.A. Board of Education. Mr. Arthur W. Kenyon, President of the A.A., occupied the chair. At the opening of the proceedings the meeting agreed that Mr. Kenyon should write expressing the sympathy of the Members and friends of the A.A. to Mr. W. H. Ansell, P.R.I.B.A., who, as announced in a recent issue of the

JOURNAL, has been admitted to Guy's Auxiliary Hospital for an operations.

Mr. Kenyon made a comparison between the Architectural Association during the last war and to-day. In 1914, he said, the Association's was the only school of architecture in the country with a full three years' course. Seventy students entered for the term following the outbreak of the 1914 war but, owing to the immediate rush to volunteer for the forces, only six arrived. During the war period there had been between twenty and twenty-five students. In 1916 there had been no first year: to-day there were twenty-seven students in the first year. In 1917, before the end of the last war, women had first entered the A.A. school. After the armistice some 150 students had returned for refresher courses at the school under a Government training scheme, and it was now hoped that a similar scheme might be available at the end of this war. To-day over four hundred members and students were serving with the Forces. Many had been granted commissions on the field, and some had given their lives for their country. In October, 1939, the school had had 125 students: to-day there were 75 and it was considered this figure could well be maintained. Certain Government Departments were lending support to a suggestion by the R.I.B.A. that students should have their full military service deferred in the same way as with some of the other professions undergoing their training, provided they engaged upon national service. Should such a scheme go through it was bound to make a considerable difference to the numbers in the school.

CORRECTION

In the caption to Figure 2, heavily protected rest centre and shelter, on page 99 of our last issue the thickness of the concrete roof should have been given as 10 ft. with reinforcement near the underside. It should also have been stated that Figure 3 was reproduced by courtesy of "The Builder."

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