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THE WISCONSIN ARCHITECT

THE OFFICIAL PUBLICATION OF
THE STATE ASSOCIATION OF WISCONSIN ARCHITECTS
WISCONSIN CHAPTER OF THE AMERICAN INSTITUTE
OF ARCHITECTS
BUILDING CONGRESS OF WISCONSIN



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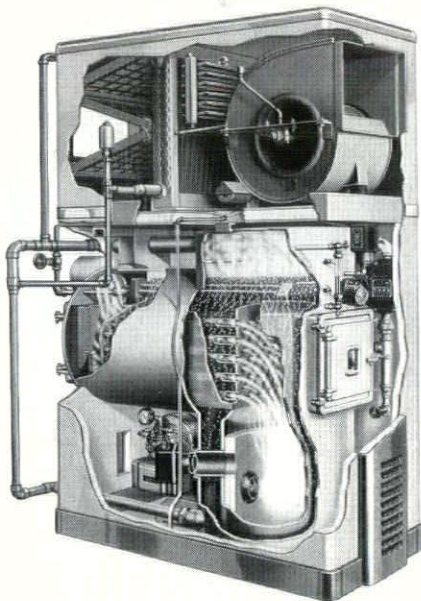
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other Architects

THE WISCONSIN ARCHITECT

724 E. MASON ST. . . . MILWAUKEE

The Architect Must Resist Usurpation

While architects have not had a New Deal, their professional place is very generally accepted by the public, both in residential and industrial building work. In the "horse and buggy" age, it was common practice to construct different kinds of buildings without the service of architects. Happily, this is not true today and advancement in education and State registration of architects has raised their practice to a high plane.

The advice "consult an architect" frequently seen in newspaper and magazine articles and in paid advertisements and literature of manufacturers, is but one indication of the acceptance. Another important indication is that many insurance companies and building and loan associations do not make building loans unless an architect is engaged for the operation. It is now commonly accepted that residential and industrial buildings have a greater sale value if architects' services have been used, and the time may arrive when a statement from an architect certifying that the building was planned and the construction supervised by him, will be a necessary document in the sale of the property.

In view of these facts, it is surprising to find some contractors and building material producers still resorting to "horse and buggy" methods and taking advantage of the depression to secure the services of architectural draftsmen to render architectural services for small compensation. In some cases the illegal practice of having a licensed architect stamp the plans is being resorted to.

These concerns seem to lose sight of the fact that one of their valuable assets should be to cultivate good will among architects, instead of subjecting them to unfair competition, and that the added business to be gained by their methods is small compared to the amount they may lose when the facts are made known to the profession.

An architectural firm having a large practice in store front modernization and remodeling has advised that its business has been considerably curtailed by glass manufacturers furnishing free drawings and specifications of not only the glass work but also of the accompanying work in other materials. There are many large manufacturing concerns that encroach on the architect's province—firms that solicit business from the architect—and for their own building programs hire a draftsman and do their planning.

A national paint manufacturer is doing just this in the Chicago vicinity at the present time. Another case is a large corporation allied with a building supply manufacturer that does all of its own planning of branch stores and buildings. Such companies surely are not entitled to consideration of their materials by the architect.

Much work has been lost to the profession by elevator companies selling direct to the owner new and modernizing equipment and having doors and cabs designed by a manufacturer. Escalator installations have been made involving major changes in the structure of the building without architectural services.

The ends to which material manufacturers will go in the matter of furnishing architectural services can best be illustrated by quoting several letters which are on file in the secretary's office. The first letter is written on

what is apparently a letterhead of a national building supply company. The letter is addressed to one of our members.

"Dear Sir: As a building manager, trustee or receiver, you are vitally interested in maintaining your buildings for 100% occupancy at a minimum cost.

We have been contracting and executing general building reconditioning in all its various phases for the past forty years, and can meet your every requirement, no matter how small or large, speedily, efficiently and to your entire satisfaction.

FULL ARCHITECTURAL SERVICE AND COUNSEL REGARDING ANY TYPE OF BUILDING, REMODELING OR ALTERATION WILL BE FURNISHED.

In contacting us you incur no obligation whatsoever, and we will give immediate attention to your inquiries. References furnished on request.

Respectfully yours,

All designs by (Manufacturer's Name) for every architectural need."

The building supply company was communicated with and they sent the Society a copy of their letter to their Chicago Manager. We quote:

"We were very much disturbed to receive in this morning's mail a letter addressed by your company on our letterhead, supposedly to contractors, but **THROUGH ERROR NO DOUBT, ONE OF THESE WAS RECEIVED BY AN ARCHITECT.** In your letter you propose to do contracting and general building reconditioning and offer your 'full architectural service and counsel' in connection with this remodeling.

As you undoubtedly know, this company has enjoyed the confidence of the architects throughout the country for a good many years and we have always worked with them, and it is not our intention to have this letterhead showing (manufacturer's name) cuts and designs used in this manner because of the unfavorable reaction on the part of the architects as a whole.

Will you, therefore, please cease advertising full architectural service and counsel, with our request that you work through the architects.

May we hear from you?

Very truly yours,"

From the above letter, particularly that part which we have capitalized, the manufacturer seems to feel that his only error was that one of the letters was received by an architect. However, we think good has been accomplished in this case and that the manufacturer's prompt action in the matter is commendable.

Letters and advertising of this sort are sought by the Society from its members.

It might be interesting to some of our younger members to go back for a time to an occurrence which only our older members will recall. The case is the Columbus Memorial Building. The architect was W. W. Boyington; the general contractor, George A. Fuller Company; the marble contractor, William Henry Burke. Burke was an Englishman and was brought to this country

(Continued on page 5)

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Minutes of the February Meeting of the Executive Board of the State Asso- ciation of Wisconsin Architects

The regular monthly meeting of the State Association of Wisconsin Architects was held at the City Club, Milwaukee, Wisconsin, on Friday, February 19, 1937.

The meeting was called to order by President Henry Auler at 1:00 P. M.

Those present were Messrs. Mickelsen, Tullgren, Brust, T. L. Eschweiler, Herbst, Scott, Hunt, Auler, and Seidenschwartz.

Represented by proxy were Messrs. Brielmaier, Stepnoski, Berners and Potter.

Messrs. Kirchhoff, Buemming, and Stubenrauch were absent.

The reading of the minutes of the meeting of January 29, 1937, was dispensed with, and approved as printed and mailed to the members of the Board.

Publicity's Committee report on advertising: A complete detailed report on the method of procedure and the collection of the cost thereof for advertising in the Milwaukee Journal over a period of thirty-two weeks in the year of 1937 was presented to the Board by the Publicity Committee. The pro-rated cost of advertising was figured out to run about \$1.50 per issue or a total of \$7,200.00 for the entire campaign. The payments are to be made monthly by the members to the Milwaukee Journal, the amount being \$6.00 per month and run over a period of eight months. After considerable discussion on the matter it was moved by Mr. Scott and seconded by Mr. Herbst that the Publicity Committee be allowed to proceed and send out notices to the members of the Association, and find out how much money can be collected. The motion was adopted.

It was further suggested that members of the Board and Publicity Committee, meet with the several districts to properly place the advertising campaign before them.

It was moved by Mr. Herbst and seconded by Mr. Tullgren that the Executive Board express their appreciation for the wonderful work done by the Publicity Committee on this advertising campaign. The motion was adopted.

There being no further business to come before the meeting, same was adjourned at 2:15 P. M.

A. L. SEIDENSCHWARTZ, Secretary

Second District News

Mr. Leigh Hunt
152 N. Wisconsin Ave.
Milwaukee, Wisconsin
Dear Sir:

March 23, 1937

Just a report on activities on District No. 2. I called on Mr. H. M. Nelson of Eau Claire and find him exceedingly busy as well as myself, although neither have got to the point where we will close our doors or say no to a new prospective client. I have been unable to meet Mr. Volkman and Mr. Lee, also members of District No. 2. I did however succeed in getting the last outstanding dues for our district and they are on their way to Mr. Arthur L. Seidenschwartz. This makes Association dues for District No. 2 paid up 100%; of course there are only four members so that was not so bad.

With reference to the Advertising campaign I have written a letter to Mr. Seidenschwartz and he most likely will refer the matter to you.

Yours truly,

E. F. KLINGLER, *Architect*

Sixth District News

At the invitation of the Madison Chapter of the American Institute of Architects the monthly meeting of District No. 6, on February 9, 1937, was made a joint meeting of both bodies. Mr. Arthur Peabody, State Architect, presided.

The attendance was as follows:

Arthur Peabody	Ellis Potter
Albert Gallistel	Paul Nystrom
Ed Law	Joe Wiler
Henry Loeprich	Ed Oliver
August Nerlinger	Myron Pugh
Henry Dysland	

Dinner was served at the University Club after which the guest and speaker of the evening, Professor E. G. Solalinde of the Spanish Department of the Wisconsin State University, presented an illustrated talk on Arabic architecture as found in Spain, his native land.

It is seldom that we are privileged to view such excellent examples of ancient Arabic architecture as were shown on the silver screen that evening. With the professor's descriptive remarks and the slides, the members present were given a fuller appreciation of this old and rich form of architecture.

MYRON E. PUGH, *Secretary*.

"The World War, all told, cost—apart from 30 million lives—400 billion dollars. With that money we could have built a \$2,500 house, furnished it with \$1,000 worth of furniture, placed it on five acres of land worth \$100 an acre and given this home to each and every family in the United States, Canada, Australia, England, Wales, Ireland, Scotland, France, Belgium, Germany and Russia. We could have given to each city of 20,000 inhabitants and over, in each country named, a five-million-dollar library and a ten-million-dollar university. Out of what was left we could have set aside a sum at 5 per cent that would provide a \$1,000 yearly salary for an army of 125,000 teachers and a like salary for another army of 125,000 nurses."

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The Architect Must Resist Usurpation

(Continued from page 3)

by McKim. He was a great friend of D. H. Burnham and Henry Ives Cobb. He was a real designer, but not an architect. The owner of the building was Henry J. Furber. Burke, by clever manipulation, discredited the architect in the mind of the owner with the result that he, Burke, in addition to his contract for furnishing and setting the marble was given the designing of all the corridors, stores, the main lobby and even the bronze store fronts. He employed our old friend Trost as designer for the bronze work. We do not recall the amount of money involved, but it was a considerable amount even in those days. The net result of the operation, which was carried out without any architectural supervision or check, was a grand lawsuit.

The architects meekly submitted to the government action in the matter of public work. It is manifest that the great majority of the men employed by the government in this work received their training in offices of the profession. It may be that we have lost our sense of humor and need a Gilbert and Sullivan to bring before us, in words and music, the comedy of the present situation.

The "I, Aye, I" articles by Lewis Horowitz published in the *Saturday Evening Post* during the last few months do not lend any particular dignity to the profession.

To what conclusion does all this bring us. Does it not demand of us zealotness, vigilance, ethics, and—in every way—dignity worthy of our profession?

This is not a one-sided question. The architects have a responsibility as well, and they should refrain from asking any contractor to make drawings for them. There is a willingness on the part of the terra cotta makers to furnish rendered drawings of store fronts and alteration work which when furnished are submitted as the architect's own work! Surely, there can be little difference, from an ethical standpoint, whether the architect with a contractor's presentation or a contractor with his own presentation sells the owner.

It would be helpful if any member unearthing practices such as we have mentioned would notify the Society in writing, as many have already done. In this way a list of the offenders can be made.

—Howard J. White, *Committee on Architects' Practice*

Legal Decisions of Interest to the Architect

DISCHARGE OF SURETY BY UNAUTHORIZED PAYMENTS

Where the owner of a building paid the entire amount due under the contract to the contractor before the completion of the building in violation of a provision of the contract requiring him to retain 15 per cent thereof for 30 days after the completion, and did not require production of receipts for labor and materials furnished as required by the contract, the Colorado Supreme Court holds that the surety on the bond securing the contract, which bond made the contract a part of it, is not liable for the amount paid by the owner above the current price to discharge the claims of laborers and materialmen.—*United States Fidelity & Guarantee Co. vs. Citizens' Building & Improvement Co. (Colo.)*, 163 Pac. 281.

TIME OF FILING MECHANICS' LIENS

In an action to enforce a mechanic's lien the Minnesota Supreme Court holds that if the work being done is one continuous work constituting one job, though there are several agreements for the furnishing of different materials, each being a separate contract for some part of the general work a lien claim filed within the statutory time after the last item preserves a lien for all. If the contracts are separate and distinct and unrelated, not in connection with a continuous work or job, a lien claim filed does not preserve a lien upon materials furnished prior to the statutory period. The application of these two doctrines to the varying facts of particular cases is often attended with difficulty. An owner of a building was making some changes. The contractor had a contract for putting in a new front. Materials were furnished by a materialman. The work was completed and the contractor was paid. Later the contractor entered into a contract with the owner for some work in the basement. This work was not in contemplation at the time of the contract for the front. The same materialman furnished material for this work. It was held that the two contracts were separate and distinct and the materialman had no lien for material furnished in connection with the front more than the statutory number of days prior to the filing of his lien.—*Paint & Nixon Co. vs. Dahlwick*, Minnesota Supreme Court, 161 N. W. 257.

ACTION FOR PREPARATION OF PLANS

In an action by an architect for the value of plans prepared for a dwelling house, the defense was that they were only to be paid for if the house was built. The negotiations for the plans were for the most part conducted by the plaintiff and one Houston, a contractor. The question was whether Houston had the necessary authority to make the agreement relied upon. A brief reference to the evidence is necessary. The plaintiff testified that Houston told him the defendant had asked him to inquire of the plaintiff what the cost would be of making a plan for a house the defendant intended to build, and of which he showed him the floor plan. The plaintiff told him the price would be about \$90 or \$95. Houston said he would take it up with the defendant and let the plaintiff know in a few days. He returned in a few days, and said that \$90 was satisfactory to the defendant, and "to go ahead and make up preliminary plans" for the defendant's approval. After these pre-

liminary plans had been made and handed to Houston, and by Houston to the defendant, the plaintiff testified that he went to the defendant's house and discussed them with him and his wife; that the plaintiff was satisfied with the preliminary plans, and said that when he had gone over them would let him know through Houston in a few days; that in a few days Houston came to his office with the same drawings and said that the arrangements were satisfactory, to go ahead with the plans. The plaintiff then completed the plans and turned them over to Houston. Houston testified that after the preliminary plans had been submitted to the defendant he said, "go ahead, I am going to build the house," and "to have the plans completed then;" and he then told the plaintiff what the defendant had said, and the plaintiff then completed the plans. The Oregon Supreme Court held that the trial court properly refused to direct a verdict for the defendant. The submission of the question of authority to the jury resulted in a verdict for the plaintiff, judgment on which was affirmed.—*Wicks vs. Sanborn (Or.)*, 159 Pac. 71.

WAIVER OF ARBITRATION CLAUSE

The Maryland Court of Appeals holds that an owner waived any right under a uniform building contract to arbitrate disagreements with the contractor where he moved into the building in October, and, until shortly before the contractor sued for his balance in January, raised no objection to the amount certified by the architect as due, but appeared to be preparing to pay it and did not suggest arbitration until the following September.—*McEvoy vs. Willard E. Harn Co. (Md.)*, 98 Atl. 522.

CONSTRUCTION OF CONTRACT FOR ALTERATIONS

Under a contract for the alteration and repair of buildings, including excavations, concrete foundations, walls, walks, and flooring, the ripping of partitions and the building of new partitions, the building of a new front, etc., the omission to put in a 6-inch plaster partition inclosing the stairs in the basement was held to be of so slight or unsubstantial character as not to affect the contractor's right of recovery. The contract required the contractor to obtain all permits and pay therefor, and to comply with all building and sanitary laws, and made him responsible for any violations, whether caused by omission in the plans or not. It was held that he was not bound to procure the dismissal of violations filed by the building department, due to the architects' failure to file proper plans to cover additional work, or those filed by the water department after the completion of the work, by reason of defendant's acts in causing back pressure. The contract called for monthly payments covering a certain percentage of the work done, subject to additions, etc., and provided that upon the architect's certificate the final payment should be made within 90 days from the completion of the work, and should be due when certificates therefor were issued. It was held that the architect's refusal to issue a final certificate after the substantial completion of the work was unreasonable, and excused its non-production as a condition to payment. The contract provided that the "contractor should receive 10 per cent of the cost of labor, material, superintendence, and expenses by himself" and 5 per cent of the cost of any work done by

his or other subcontractors. It was held that the contractor was entitled to compensation upon the cost of all labor performed by his workmen and superintendents and foreman employed upon his own account and expenses incident thereto, and hence was not entitled to a charge for the time expended by him in superintendence when that was being done by his own superintendents, nor to charges of 10 per cent upon items of work performed by third parties under arrangements with him, where such parties, though having no written contracts, were in fact subcontractors, nor to an amount received from a subcontractor as a rebate without defendant's consent. Under such contract, providing that no certificate of the architect or any payment under the contract, except the final certificate of payment, should be conclusive evidence of the performance of the contract, the defendant was not estopped by the architect's monthly certificates from questioning the propriety of charges which had been allowed thereby, where it appeared that neither the architect nor the defendant knew that such charges had been allowed.—*Muelenberg vs. Coe*, 160 N. Y. Supp. 581.

Architects and Structural Engineers —Attention

The Wisconsin Chapter of the American Institute of Architects and the Milwaukee section of the American Society of Civil Engineers will sponsor a series of six free lectures on structural engineering to be held in Milwaukee this Spring.

W. S. Cottingham, assistant professor of Structural Engineering, University of Wisconsin, is to give the lectures in which he will explain the analysis of building frames that act as continuous frames. Special reference is to be made to the needs of structural engineers and architects engaged in the design of buildings.

All lectures are to be held in Room S-100, Science Hall, Marquette University, 1217 W. Wisconsin Avenue, Milwaukee. The first of the series will be given Tuesday, April 13, at 8:00 p. m. One lecture a week is to be given on the following Tuesday nights, April 20 and 27 and May 4, 11 and 18. Watch for detailed program to be announced later.

Structural engineers and architects are invited and urged to attend all sessions in order to become familiar with recent developments in the analysis of building frames, namely, the analysis of continuity of Conereth building frames.

San Francisco - Oakland Bay Bridge

The Society of Iron and Steel Fabricators of Milwaukee invites the Architects of Wisconsin to attend a showing of Talking-Moving Pictures of the San Francisco-Oakland Bay Bridge.

This film will be shown after a 6:30 dinner Wednesday, April 7, 1937 in the Elizabethan Room, Milwaukee Athletic Club, 758 N. Broadway, Milwaukee, Wisconsin.

The building of the San Francisco-Oakland Bay Bridge is one of the greatest engineering feats of our time and is of exceptional interest to architects inasmuch as it combines practical engineering design with architectural beauty.

Mail or 'phone dinner reservations at \$1.25 per person before April 1, to:

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Once get a reputation as a winner, and your glory turns to suffering. You become a rocket that dare not come down.—*The Century Mark*.

Some distant relatives wouldn't be so bad if they kept their distance.—*Indianapolis News*.

One way to reduce motor accidents is to build cars so they can't go any faster than the average driver thinks.—*Life*.

Johnny had defined a collision as two things coming together at an unexpected time.

"Now Willie," said the teacher, "give me an example of a collision?"

"Twins," answered Willie.—*The Safer Way*.



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FEATURES FOR THIS MONTH

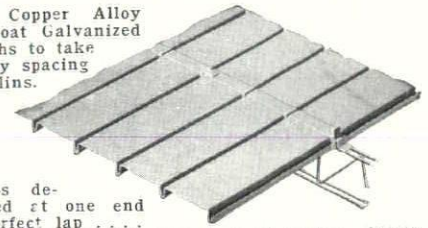
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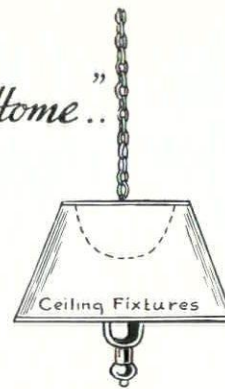
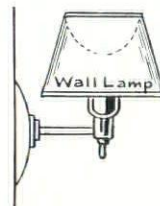
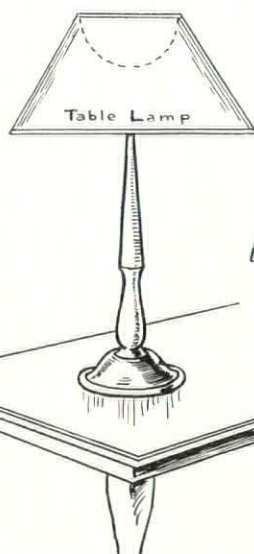
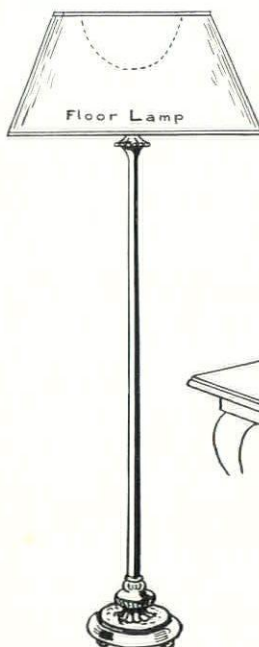
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