



PRICE 15 CENTS.

DECEMBER 7, 1895.

THE
AMERICAN ARCHITECT
AND BUILDING NEWS

VOL. L.

* REGULAR EDITION *

NO. 1041.

ARCHITECTURE

ENGINEERING

DECORATION

211 TREMONT ST.

CONSTRUCTION

BOSTON MASS.

L.S. Mason

CONTENTS.

EDITORIAL SUMMARY.
ART IN THE MODERN CHURCH. — VIII.
LETTER FROM LONDON.
EMPLOYER AND EMPLOYEE UNDER THE COMMON LAW.
LETTER FROM PHILADELPHIA.
SOCIETIES.
EXHIBITIONS.
NOTES AND CLIPPINGS.

ILLUSTRATIONS.

HOUSES OF WILLIAM McMILLAN, ESQ., AND W. H. THORN-
BURGH, ESQ., PORTLAND PLACE, ST. LOUIS, MO.
[Gelatine Print issued with the International and Imperial Editions only.]
A COMPETITIVE DESIGN FOR THE MINNESOTA STATE CAPITOL,
ST. PAUL, MIN.

SECTIONS OF THE SAME.
PLANS OF THE SAME.

Additional Illustrations in the International Edition.

GATEWAY TO WASHINGTON TERRACE, ST. LOUIS, MO.
[Gelatine Print.]
DETAIL OF THE UNION TRUST BUILDING, ST. LOUIS, MO.
[Gelatine Print.]
PALAZZO BIZARRO, RAGUSA, DALMATIA.
ROYAL INSURANCE CO.'S BUILDING, BUCHANAN ST., GLASGOW,
SCOTLAND.
RAILROAD STATION, BUCHAREST, ROUMANIA.
NEW CONCERT-HALL, ZURICH, SWITZERLAND.
HOUSE OF WM. BURGESS, ARCHITECT, KENSINGTON, LONDON,
ENG.



The SANITAS VENTILATING CLOSET.

For School-House Use.

Combining a Ventilating Closet with a Complete Ventilating System for the Toilet Room.

Architects will find this the latest development of a Ventilating Closet. It is the only closet made with double ventilating flues, having a capacity equal to a 4-inch pipe. This 4-inch vent pipe leads from the rear of the closet to an heated flue. When so connected, the unusually large vent is continuous in its action, and ensures a thorough ventilation of the apartment in which it is placed.

The two ventilating flues leading from the closet are each twice as large as the single vent ordinarily used on closets. There is a steady downward draught through the seat, rapidly drawing all undesirable odors from the closet and room.

Besides its advantages as a ventilator this closet is remarkable for its strength and durability, these features being secured by unusually thick porcelain in the places where most likely to receive rough usage.

It is a thoroughly reliable sanitary arrangement for ventilating not only the closet but the entire room, and its certainty of operation makes it independent of, and separate from, any system of general ventilation. It is especially desirable for institutions, schools, asylums, etc.

MADE BY

SANITAS MANUFACTURING COMPANY,
48 to 54 Union Street, Boston, Mass.

SMITH & ANTHONY CO., Proprietors.

CHICAGO AGENCY, 217 Lake Street.



W. R. OSTRANDER & CO.,
204 Fulton Street, New York.

Manufacturers of

Speaking-Tubes, Whistles, Oral, Electric, Mechanical and Pneumatic Annunciators & Bells. Complete outfits of Speaking-Tubes, Whistles, Electric, Mechanical, and Pneumatic Bells. A full line always in stock. Send for New Catalogue. Factory, De Kalb Ave. near Knickerbocker, Brooklyn, N. Y.



DIXON'S AMERICAN GRAPHITE PENCILS

FOR DRAUGHTING.

By mentioning *American Architect and Building News*, and sending 16 cents in stamps, you will receive an assortment of draughting pencils worth double the money, and unequalled for smooth, tough and uniform leads.

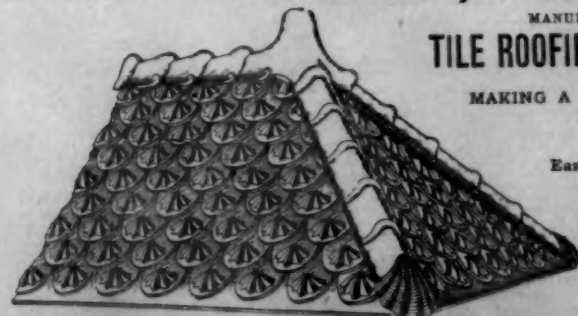
JOSEPH DIXON CRUCIBLE CO. - - JERSEY CITY, N. J.

W. H. MULLINS, 107 DEPOT STREET, SALEM, OHIO.

MANUFACTURER OF

TILE ROOFING IN SHEET METAL,

MAKING A VERY HANDSOME AND DURABLE ROOF.



Easily and quickly applied.
Guaranteed Storm-proof.

Send for Catalogue and prices.

Eastern Office:

108 Chambers St., New York.

"ATLANTIC SHELL TILE ROOFING. Patented, March 5, 1895.

VAILE & YOUNG'S Patent Metallic Skylights.



Without Putty.

Construction adapted to all forms and styles of Skylights. Thousands of feet in use have proved its superiority. Particularly adapted for Depots, Mills, Factories, etc., where large and continuous lights are required.

Send for Illustrated Catalogue.

216 N. Calvert St., Baltimore, Md.

DE FOREST PATENT SKYLIGHTS.



NO Putty Leakage ALL Metal & Glass

Full information, estimates and references to work erected furnished on application.

If you want the WHITE THE METALLIC GLAZING CO., 23 South St., N. Y. City.

G. BICKELHOUP, PATENT METALLIC SKY-LIGHT WORKS.



242 and 245 West 47th Street, New York.

Telephone: 675 39th St. a few doors west of Broadway. Send for Catalogue.

THE AMERICAN ARCHITECT AND BUILDING NEWS.

VOL. L

Copyright, 1895, by the AMERICAN ARCHITECT AND BUILDING NEWS COMPANY, Boston, Mass.

No. 1041.

Entered at the Post-Office at Boston as second-class matter.

DECEMBER 7, 1895.

CONTENTS.

SUMMARY:—

The Attempt to present a Memorial to the Poet Heine to the City of New York. — Artists as Judges of the Work of other Artists. — The Housesmiths' Strike in New York. — Denial of the Injunction against the Erection of a Memorial Statue of Mrs. Schuyler. — The Right of Privacy merged by Death. — The New Illinois Arbitration Law. — The Labor Question and Mr. Debs. — Expert Testimony before the Courts. — Leakage by Storm-driven Moisture. 105

ART IN THE MODERN CHURCH. — VIII. 107
LETTER FROM LONDON. 110
EMPLOYER AND EMPLOYEE UNDER THE COMMON LAW. 111
LETTER FROM PHILADELPHIA. 114
SOCIETIES. 115

ILLUSTRATIONS:—

Houses of William McMillan, Esq. and W. H. Thornburgh, Esq., Portland Place, St. Louis, Mo. — Design for the Minnesota State Capitol, submitted in the Second Competition. — Sections of the Same. — Plans of the Same.

Additional: Gateway to Washington Terrace, St. Louis, Mo. — Detail of the Union Trust Building, St. Louis, Mo. — Palazzo Bizarro, Ragusa, Dalmatia. — Royal Insurance Co.'s Building, Glasgow, Scotland. — Railroad Station, Bucharest, Roumania. — New Concert-hall, Zurich, Switzerland. — House of the late William Burges, Architect, Kensington, London, Eng. 115

COMMUNICATIONS:—

Corrections. — Dangerous Boilers. 115

EXHIBITIONS.

NOTES AND CLIPPINGS. 116

THE artistic world of New York is a good deal stirred up just now over the Heine monument, which some public-spirited citizens desire to present to the city. It seems that the monument, which is in the shape of a fountain, was originally intended to be set up in Düsseldorf, where the poet was born; but the city refused to accept it, on account, as is alleged, of Heine's objectionable political views. After this, the United German Societies of New York took up the matter, and started a subscription for the purpose of buying the fountain and bringing it to this country. As it is now necessary to submit works of art intended for the public parks of New York to a committee of the National Sculpture Society, before they can be granted a place, photographs and plans were sent to the Society for the committee. The result of their deliberations was that they felt themselves "called upon to recommend . . . in the most explicit manner" the rejection of the fountain. The committee was nearly four months in reaching this decision, and, as the German Societies had gone on meanwhile with their collection of funds, they are, naturally, not too well pleased over the matter. However, a part of their plan for raising money consisted in holding a fair. This fair opened just after the judgment of the committee was announced; and its unexpected success, twelve thousand dollars having been realized for the fund, is attributed in part to the desire of the persons interested to make a sort of silent protest against the Committee's decision.

WHILE this affair was under consideration before the Park Commissioners, a communication was received from Mr. Alexander Doyle, a sculptor, protesting against allowing the National Sculpture Society, which, as he said, represents a certain class of sculptors, to pass official judgment upon the work of brother sculptors. As he truly says, the reputation of an artist should not be placed at the risk of malicious judgment by professional rivals; and while we should be the last to suspect the members of the Sculpture Society of anything like malice in their decisions, we have doubts whether Mr. Doyle has not good reason for thinking that a committee of sculptors is not the best jury to pass upon the selection of works of art for public places. Every one remembers the conviction to which Sir Joshua Reynolds came — that the best judge of pictures is the public; and that, while artists are almost always influenced by professional fashions, or training, or associations, or, as Mr. Doyle puts it, by their own ideals — which they never reach themselves, but expect other people to reach — the great mass of ordinary people, whom artists and connoisseurs affect to despise so much, often select, in the end, the works which best deserve immortality. It is true that the preliminary sifting by a jury of works offered for public places, a

sifting which is necessary to prevent the available places from being appropriated by worthless objects, to the exclusion of better ones, does not necessarily interfere with a subsequent popular judgment — though passage of time often shows this to be seriously at fault — but it need not to assume to take the place of this judgment, nor should the public ever have reason to think that any set of men intends to dictate to it in matters of art.

THE strike of the housesmiths in New York is getting into the comic stage, so far as the spectators are concerned.

The men themselves, or, at least, the more enterprising members of the union, seem to have left the city promptly on the declaration of the strike, and to be quietly endeavoring to get work in other places, for such wages as they can earn, out of reach of the pitiless claws of their own elected superiors; and, in the meantime, the contractors are, without much difficulty, getting non-union men to finish their contracts. Walking-delegate Lenahan, who was the most prominent instigator of the strike, is said to have approached one of the principal iron contractors, offering to allow his men to return to work for him, at the old wages, and under all the conditions previously existing, if he would "recognize the union." The "recognition" of a union by a contractor means, of course, an agreement on his part not to employ any man not belonging to it; and Mr. Milliken declined to become the tool of any such scheme of oppression. His buildings were, therefore, "picketed," and Mr. Lenahan seems to have gone around them, trying to persuade the new men to abandon their work. By the argument of a five-dollar bill, he succeeded in inducing some of them to leave the job; but it is rumored that some of the more ingenious of them did so with the private intention of going to work the next day for another picketed contractor, and getting another five-dollar bill for leaving him; and so on, as long as the union funds, available for this purpose, held out.

OUR readers will remember the Schuyler Monument case, which has been in the New York courts for some time, in which Philip Schuyler sought to restrain the officers and members of the association known as the "Woman's Memorial Fund" from "making or causing to be made or exhibited" a statue of the late Mary M. Hamilton Schuyler, his aunt, on the ground that "the right of privacy" would be violated by making or exhibiting such a statue of a deceased person without the consent of that person's living relations. The Special Term of the Supreme Court decided in favor of the plaintiff, and granted a perpetual injunction against the association, forbidding all its members and officers to make a statue in any form of Mrs. Schuyler, or to exhibit any such statue, or to solicit or to receive subscriptions in any way for any project of making or exhibiting such a statue "at the Columbian Exhibition or elsewhere." The case was appealed to the General Term, which affirmed the decision of the Special Term; and was again appealed to the Court of Appeals, which has reversed the previous decisions, dismissing the complaint with costs.

THE majority opinion of the Court of Appeals is written by Judge Peckham. The Court says, not without a spice of sarcasm, that "It may perhaps be somewhat difficult for the ordinary mind to perceive any reason for the plaintiff's distress, arising out of this contemplated action by women of respectability, who are desirous of honoring the memory of a woman whom they regarded in life as a friend and benefactor of their sex." Speaking of the plaintiff's claim that his action was taken in defence of the right of privacy, the Court says, "After taking all these objections into careful consideration, we cannot say that we are in the least degree impressed with their force. . . . Whatever right of privacy Mrs. Schuyler had died with her. Death deprives us of all rights in the legal sense of that term. The right which survived . . . was a right pertaining to the living only." As to the rights of the living which were infringed, the Court held that, although Mrs. Schuyler herself might have objected to the publicity of a statue, her rights in the premises ceased at her death, and her relatives must show the violation of some right of their own. A proceeding which might have been disagreeable to Mrs. Schuyler was not necessarily an injury to her descendants; and the Court could not "credit the existence of any real mental

ART IN THE MODERN CHURCH.¹—VIII.

MODERN ECCENTRICITY.



Fig. 51.

SIDE by side with the over-development of the picturesque in our modern American churches there has been developed a strange feeling for the eccentric in design. Something new, something strange, something bizarre, odd, original, unheard of, has been the cry of our architects, if we may judge, as of course we are entitled to, from many of their works. Fearful, apparently, of following too closely the beaten track, these misguided people have striven to make tracks for themselves, setting up new styles, inventing new forms, devising new details, forming new combinations. The result is an utter strangeness, a barbarity of art, a grotesque architecture that from first to last is devoid of Christian calm and faith.

There was once a man—it is an old story repeated a thousand times every day—who had developed a certain business on a very large scale by following certain methods. In the process of time his son became associated with him, bringing "fresh blood" to the ancient enterprise. When the father died the infusion of "fresh blood" proceeded at such a tremendous rate, and so many new ideas and methods were introduced, that the business speedily diminished, until nothing was left, and even the "fresh blood" wore out.

This homely tale represents a condition of affairs that prevails in our modern church architecture in a very similar manner. In previous times a great and glorious Christian architecture was developed for the church. It was beautiful, it was refined, it was rich, it was Christian. It had all the characteristics of a noble religious art, and all the beauty of a profound aesthetic sensibility. It left nothing to be desired, either in the wealth of its materials or in the variety of its forms. As perfect an art, in its way, as any art produced by human hands, it was wholly complete in its developed form.

Yet the modern architect comes along with that vain self-consciousness of the ignorant, and hastily says: "This old art will not do for me: it is old; I am new: I will make for myself a new, a modern architecture, which will express not only my modern artistic feelings, but which will illustrate the modern church."

We all know how this striving for "modern" feeling in church architecture ends. We have seen how a feeling for the picturesque has led our architects astray; a search for the "modern" is equally delusive, and generally ends in the grotesque, the uncouth, the strange, the new; in anything that indicates a departure from the old, or which stands antagonistic to it.

Our modern life is a new life, we are told, our thoughts, ideas, manners, customs, ideals, are all new and modern. We have expunged the old from our existence; we hunger after the new, and long for the morrow that it may lead us farther on. Look at our inventions, our ingenuity, our modern devices! We live a modern life, and all that has not that quality must be thrust out of it. And so, because all things are new, we cannot have what we once have had. We must change our art as we have changed our speech and

our ideas. Our buildings must conform to our life, and in this general renovation and modernizing the church cannot escape.

Now it is true that our life is new; that new elements are entering into it every day; that it is modern in the fullest and loftiest sense of the word. But does this change permeate everything? Do the trees and the plants of the field put forth modern leaves, and send out modern flowers in a new style of modern vegetation? We know, indeed, that the surface of the land and the distribution of the waters have varied in historic times, while geology tells us of tremendous changes that have taken place in the unnumbered ages of the past. But the changes we know to have occurred in nature within the last two thousand years or more are too inconsiderable to be considered in the rapid strides with which man's mentality has advanced or the speed with which his conquest over nature has proceeded. But amid all this change, be it great or small, God has remained One and Immoveable. The God that is worshipped to-day in every Christian church throughout the world is the same God that spake unto Abraham and that was adored immediately after the Ascension by the Apostles. His nature has not changed; His mind has not altered; His ways have not taken on new methods. Mankind has changed, and its ways of approaching the Father and of worshipping Him; but it is the same God, ever the same, world without end.

It is true enough, though surely it is not a thing to boast of, that we have changed many things in our manner of worship. We put in comfortable pews that we may lounge in comfort while a high-priced orator descants on sundry moral virtues with a judicious regard for the feelings of his auditors. Many now think God can be worshipped only in listening to a sermon that shall nourish their souls, while the worship of the altar is looked upon as a thing accursed. Others, again, claim that God shall be worshipped according to the wishes and inclinations of the individual sinner, and no one form or method shall prevail to the exclusion of any other form. But these changes, the individual effects of which are not always small, are petty and insignificant beside the great fact of God's unchangeableness. A Christian may find many things to argue about in his religion, but he will not venture to debate this fundamental fact.

So God, being unchangeable, the notion of a modern religious conception of a modern religious life is a question that can scarce be argued save by those venturesome enough to ignore this basic essential. It is dangerous ground to enter upon, and its specific bearings are foreign to the topic we have in hand. It has, however, been needful to refer to this one element in modern thought in order to show how dangerous it is also to contend for a "modern" church architecture. Perhaps this is not the best way of putting the matter; it

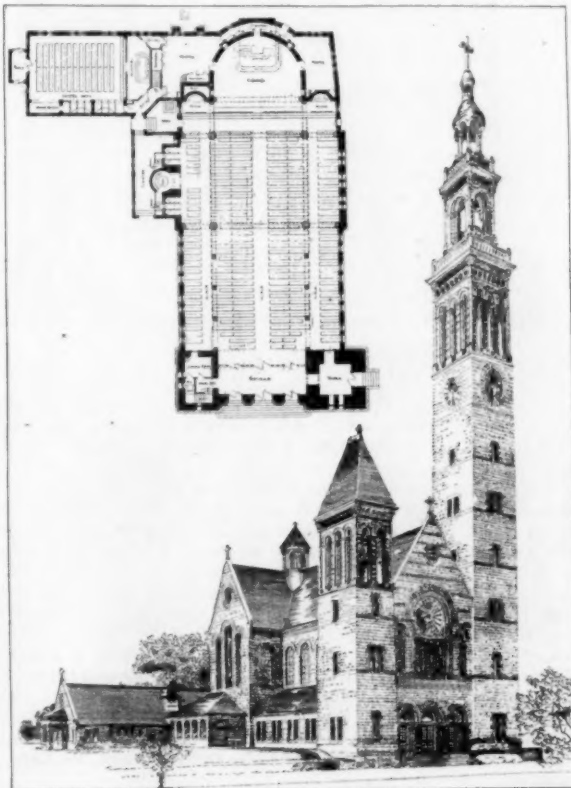


Fig. 52.

may not be the question of modern feeling in our church architecture as much as, What constitutes this modern feeling? This last is, indeed, a subtle question, since behind it lies the whole architectural question, What form of building shall we use? What style? What

¹ Although the author of this paper has drawn the greater part of his illustrations from designs that have appeared in this journal, he and we are under obligations for the remainder to the *Inland Architect*, the *Northwestern Architect* and to *Architecture and Building*. Continued from No. 1040, page 98.

detail? These points decided, it then becomes proper to inquire, What is meant by modern feeling in Christian architecture, and how may it be expressed in our churches? Yet, after all, the questions hardly call for a reply. God being Himself unchangeable and unalterable, why should we seek to thrust new ideas into our religious art because we have them in other forms of thought? We may modify our conception of man's duty towards God, but we cannot modify God's attitude towards man. It is clear, therefore, that God's house does not call for new forms with each doctrinal advance (if such things be), and we cannot hope to "modernize" church architecture by the introduction of new features, whose sole merit shall be their strangeness and their dissimilarity from what has been used before. The truth is, that all this strange demand for a "modern" church architecture rests on a mistaken notion that because the modern man has set himself up with all sorts of modern things, he must have a new God, and so must worship in a new sort of building.

Some notorious examples of the practical effect of such a demand may be seen in some of the new churches of France. The French architects pride themselves on their "advanced" position, and, doubtless, they are right in being the most modern of architects. France is so richly dowered with churches that opportunities to erect new ones are not as plentiful as with us, but the last few years have seen the erection of several important ones that are solemn warnings against the "modern" church idea. Take, for example,

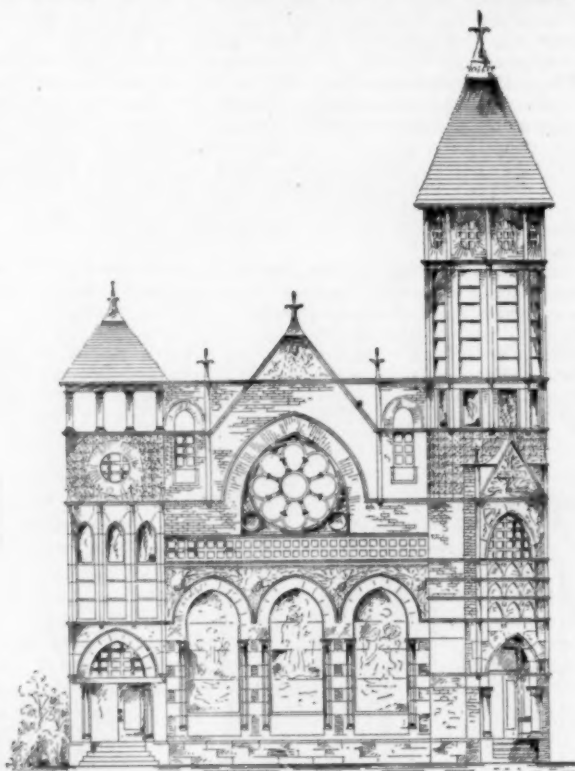


Fig. 53.

the new basilica of Notre Dame de Fourvières, on the hill above Lyons. A more frightful edifice it is hard to imagine. The proportions, the forms, the detail, all are new and up-to-date. There is nothing here that ever was before, and very strange and wondrous art it is. This church happens to be one of the most costly undertaken in France in the present generation. Money has not been stinted upon it. Carving, mosaic, precious marbles, gold have been lavished upon it in a princely manner. The resources of our age have been exhausted in adorning it, and in any other time it would have been a monument of contemporary artistic resource. Yet it is cold, ugly, pagan; it corresponds to no modern idea of art or of religion: it is an impossible church, and the more impossible because the amplest funds were to be had for making it a positive monument of our time. It is a thing to weep over and regret, and all because its author departed from the elementary spirit, forgot the meaning of a religious architecture, forgot even the significance of Christian ideals. Here, in truth, we have the modern conception of a modern church on the largest scale, and here, also, we have its utmost degradation.

I do not know a church building in America as bad as that of Our Lady of Fourvières; perhaps it is because we have not here anything so large and costly that may be directly compared with it. But in many of our churches we have that striving after novelty, that seeking after something new, that has been the ruin of the French basilica. It may be briefly described as a desire for the development of eccentricity. Many types of it may be seen in the

churches we have passed in review. Not in every part, perhaps, but in every design that is strange and odd, some one feature, if no more, has been introduced for no apparent reason than to have something new, different, "modern."

But is our modern life filled with eccentricities? Are all our manifold and much-prized conditions characterized by strangeness



Fig. 54.

and difference from other things? The peasant of the Middle Ages could have imagined no stranger, odder or more undreamed-of means of transportation than to seat himself in a car of wood and be drawn at an inconceivable speed by a machine of iron. We do not feel, when we take a railroad journey, that we are doing anything uncommon; we do not feel, when we go to a theatre and seat ourselves in a comfortable orchestra stall that we are performing an eccentric act; we do not feel, when we pick up our morning newspaper and find there all the news of the world in briefest form, that we hold in our hands a miracle of strangeness, once unthinkable as well as unknown. Every thing we do that makes our life modern is done in an orderly manner, without thought of its distinctive quality, without a notion that we are making ourselves conspicuous. So, when we come to build a church, we will not make it modern by thrusting in new things that must be seen whether we wish to look at them or no; that cry aloud for attention, and that persistently thrust themselves forward in the memory when we fain would think of more delightful things.



Fig. 55.

Strangeness, oddity, eccentricity have as little place in church architecture, be it old or new, ancient or modern, as paganism and infidelity have in Christian discourses. We cannot make our churches Christian by being eccentric in our ornament, or by being

strange in our ideas. We cannot make them holy by branching out into new fields, and encrusting them with our individual conceptions. We cannot ignore the unalterableness of God, nor can we modify His relations to us. That all these things are attempted to

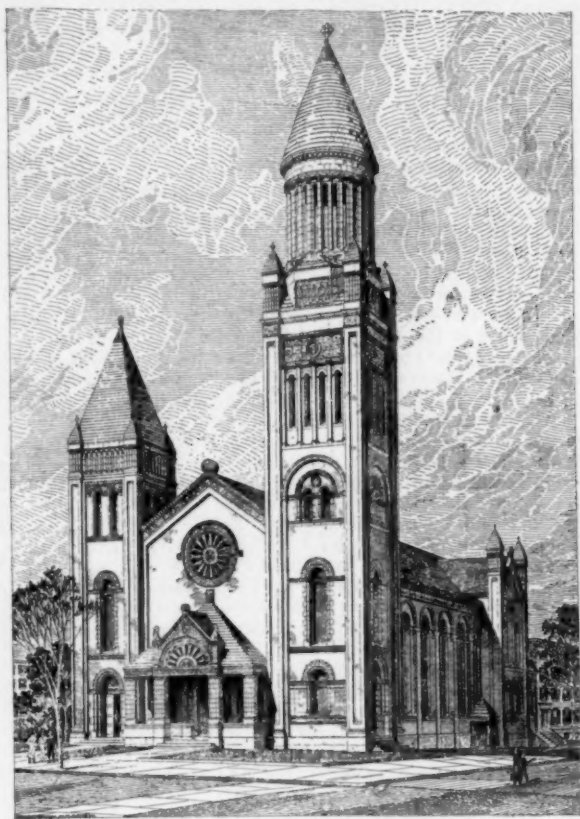


Fig. 56.

be done does not alter the fact of their impossibility or of their unreasonableness.

Some injustice may be done to a well-meaning (though ignorant) architect, in selecting a design as illustrating the eccentricity that may only be the result of a search after "modern" feeling. It is possible he was only doing the best he could, or was only using the small knowledge he had, and knew not otherwise nor the nature of his evil doing. Or a well-intentioned honest effort may, from want of an understanding of the true nature of Christian architecture, have ended in failure through sheer force of circumstances. Still, at the risk of attributing the results to a false cause, it is impossible to deny that there are many churches which may rightly be taken as eccentric in design or that indicate a desire for novel forms and combinations on the part of their authors, which strangeness may be attributed, in turn, to a wish to produce something new and modern.

The church shown in Figure 51 is a structure unlike any other church ever built, save another from the same hand in the same city. It is sufficient to illustrate one, as the resemblance between the two buildings is very close. It is impossible to characterize this design as Christian, where vivid coloring, clumsy forms, heavy detail and design in every part illustrate as wide a departure from Christian models as it is possible for an architect to take. And having left all behind him, and emerged on a path peculiarly his own, what has he accomplished? Is there aught in his design that appeals to any modern religious idea? Do these strange shapes seem more godlike or more in touch with our modern life than a church built in the traditional style, and presenting a traditional appearance? The most advanced modern would, I should imagine, be loath to accept the art of this structure as typical of his time. It may be new, it may be original, it may be the latest expression of religious architecture, but certainly *this* cannot receive acceptance as modern, nor can it be regarded otherwise than as an eccentric freak, unhappily and permanently built in stone.

The design for a Roman Catholic church shown in Figure 52 is another extraordinary design that illustrates, to a painful degree, some unfortunate tendencies in our American churches. This is a strange, strange church, with a tower more strange still. It is possible the tower is modelled after the Giralda at Seville, a Mohammedan structure subsequently put to Christian uses. Its extraordinary length, as well as its marvellous top-piece, is the most striking thing in this creation; the rest of the building is so poor and ordinary as to seem only designed that the tower might rise until the cross upon the summit should cut the skies. Only a time that

encouraged eccentricity and was ignorant of the first principles of Christian architecture would tolerate such a church design as this.

The "preliminary sketch for a church" (Fig. 53) offers another singular example, in which the authors have used the pointed opening of the Gothic style, but have produced a structure that could have been thought of in no other age than ours. Is it, therefore, modern? Verily, it would seem so, if utter unlikeness to the churches of previous times is the definition of a modern church building.

The next design (Fig. 54) — whether executed or not I do not know — is another singular design that is the product of an unfamiliarity with the traditional forms of architecture, of a desire to produce something new and "original," with a profound ignorance of the nature and function of Christian ideals. Again we have a design that could have been produced in no other epoch, and which must, therefore, be modern in every sense of the word.

Figure 55 belongs to a somewhat different category from the preceding examples. There is nothing repulsive or startling in it; on the contrary, it presents an *ensemble* of considerable picturesqueness. Yet its author so far forgot the purpose of a Christian church as to make his desire to obtain just this picturesqueness which should be unlike every other sort of picturesqueness, the end and aim of his work. And so once more we have a design that is modern — since no other age could have produced it — though it is redeemed from positive blemish by a considerable artistic feeling that unfortunately shows no Christian impulse.

The next church (Fig. 56) and the competitive design for a church (Fig. 57) may be grouped together. Both are by the same architect, though only the former has been erected, and both exhibit a considerable similarity in idea, the competitive design being, in a measure, an outgrowth of the other church. That the former is the more elaborate is evident, but whether it is an improvement need not be questioned. The point for us to consider is, Would these churches have been designed in this way had not their author been striving to be original, and endeavoring to produce what, in effect, would be a new type of church? The design for this church abounds in features of new form, and in cunning contrivances that bewilder in their variety. But are these buildings nobler on account of their pronounced individuality — or originality, if you will? Do they, in any way, correspond to a modern conception of religion? Do they make us better Christians, do they bring the power of God, His might and His love before us daily and hourly as we look at them? Do they increase our reverence? Do they help relieve our souls of their burden of sin?

Are they not rather the individual expression of the taste of the architect? Do they not represent exactly his own individual artistic conceptions, and nothing more nor less? Such, I think, will be admitted without debate. And on just such baseless, irreligious, irresponsible, personal grounds of taste and private predilection



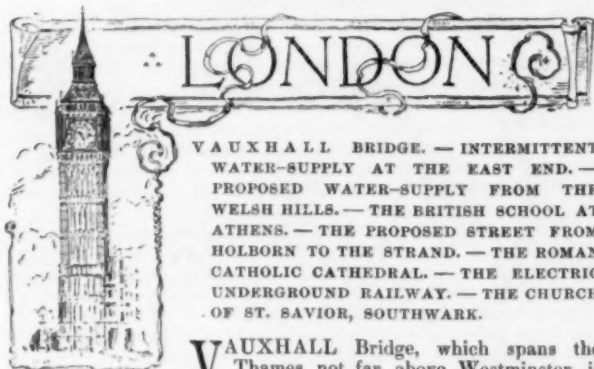
Fig. 57.

does most of our American church architecture rest. The architect who builds the tallest towers, who devises the widest vaults, who invents the most individual designs, who introduces the latest novelties in church architectural fashions — he is the man whose work is

caught up and copied and built over our land. It is this unthinking, unreasoning ignorance of the nature of Christian architecture that has so lowered the architectural standard of our churches. One or two, here or there, may rise above the level of American mediocrity; one or two faithful souls may speak the truth understandingly, and build churches that are really Christian, and as sacred in their architecture as in the religion taught within their walls. But these are exceptional. The designs illustrated in this chapter and in the preceding chapters are designs of average churches. A study of them shows how low this average is, and how far American church architecture, as a whole, is from an appreciation of the value of Christian art, or even from an understanding of its meaning.

BARR FERREE.

(To be continued.)



VAUXHALL BRIDGE.—INTERMITTENT WATER-SUPPLY AT THE EAST END.—PROPOSED WATER-SUPPLY FROM THE WELSH HILLS.—THE BRITISH SCHOOL AT ATHENS.—THE PROPOSED STREET FROM HOLBORN TO THE STRAND.—THE ROMAN CATHOLIC CATHEDRAL.—THE ELECTRIC UNDERGROUND RAILWAY.—THE CHURCH OF ST. SAVIOR, SOUTHWARK.

VAUXHALL Bridge, which spans the Thames not far above Westminster, is about to be rebuilt, and it seems possible that London will be the richer for a bridge of some architectural merit. But, as in other cases, the engineers are not quite at one with architects on this question. The circumstances are much as follows: the Bridges Committee of the London County Council invited the R. I. B. A. to submit a design for the bridge. This was done under the superintendence of the Art Committee of the R. I. B. A., and though the plan has not yet been made public, there is reason to believe from current report that the design was of good character and not without effective treatment of mass and shadow. It may be said that the design suggested by the County Council Engineers for the constructional ironwork was fully adopted in the Institute design. It appears that the engineers also have produced a design of the bridge as a whole, though we cannot think at an equal expense of thought for appearances. The decision of the matter lies in the hands of the Bridges Committee of the County Council and advocates will certainly not be wanting to push the claims of both proposals. Architects must rest content that the designs will be judged on their intrinsic merits—and with the consolation that at least an effort has been made to suggest the possibility of a bridge possessing beauty as well as strength and durability.

Much interest has been taken in the inquiry lately held by order of the Local Government Board into the reasons for the deficient supply of water in the eastern districts of London throughout the greater part of the summer. The East London Water Company, which supplies the districts in question, is one of the greatest of the companies, serving a population of about a million and a quarter. The supply, originally intermittent, afterwards became constant, and in consequence storage cisterns were almost universally given up. When, therefore, the supply was cut down in the heat of the summer to a service of two hours a day, very real distress resulted. As is not unusual in such inquiries, the evidence given as to the reasons of the failure and the effects of the lack of water, is contradictory. On the one hand, the London County Council and the parties who are anxious to bring the water companies to a higher state of efficiency state that the lack of water was due to the negligence of the Company in not hastening to repair the mains which the severe frost of last winter had seriously damaged. They further charged the Company with discriminating between those of their consumers who paid for water by metre and those who simply paid the water-rate; that whereas the latter were reduced to a very small supply daily, the former continued in the enjoyment of a constant supply. Medical evidence was produced to prove that the death-rate of the districts affected was abnormally high last summer, and that this was due to a great extent to the lack of a proper water-supply. On the other hand, the Company declare that all their broken mains were repaired by April 19th, and that in view of the fact that the chief complaints concerned the months of June, July and August, the waste of water actually took place upon the consumers' premises. Not only was alleged delay on the consumers' part to repair their several pipes and fittings, but a constant and habitual negligence in the management of their taps and other points of supply. The amount of water pumped into the pipes during the period was greater than the average, both in the aggregate and per head of consumers. The Company would excuse their own action in maintaining the constancy of the supplies metrically registered, by the statement that had these also been restricted, factories and other establishments of the like nature must have been closed, producing undoubtedly widespread

loss and distress. Further medical evidence went to show that, when compared with the returns for the Company generally, there was nothing exceptional in the death-rates of the eastern districts of London for the summer months, and that the intermittent supply had had no material effect upon the public health. Finally the Company stated that drought in the districts from which they drew water had greatly affected their supplies, that had not the County Council systematically opposed all the schemes laid by the Company before Parliament for securing additional storage-capacity, no difficulty would have arisen in meeting all demands. Such is the evidence the Local Government Board Inspectors are called upon to consider and their report will be awaited with no little interest.

This failure of the East London supply, and the unsatisfactory nature of the metropolitan supplies generally, has brought into prominence a scheme for bringing water to London from Wales. The County Council in July last agreed to the expense of £2,500 in making surveys and obtaining other information as to the feasibility of this project. The report which has just been presented is entirely favorable, though the surveying is not yet so far advanced as to render possible a detailed estimate of the cost of the scheme. Broadly, it is proposed to collect the water in the Welsh Hills and carry it by aqueduct to the outskirts of London, a distance of 150 to 170 miles. Here would be formed reservoirs capable of storing a supply sufficient for sixteen days—thirty-two hundred million gallons; this is at a rate of two hundred million gallons daily, an amount, as a matter of fact, by several million gallons in excess of the quantity at present supplied daily by the eight Metropolitan Water Companies. The approximate estimate has been drawn up, including a liberal margin for contingencies; the total amount required to bring to London two hundred million gallons daily being £18,000,000. This at starting is considerably less than the present water companies are willing to take for their undertakings; and, moreover, the following advantages are claimed for the new scheme. The Thames and the Lea would be left in possession of the whole of their waters, increasing their cleanliness and flow, thus improving the health of London. Nearly all expense of pumping would be saved, as the force of gravitation would, with very few exceptions, be ample to serve the metropolis. London would gain a supply of purer and softer water than at present, at a less cost, the works being in the hands of the municipality. Eventually, and in view of the continuing increase of the population of London, it is proposed to make a second aqueduct to the south of the first, to guard against a break-down from any cause arising. This second aqueduct would discharge into reservoirs to the south of London; the two systems of reservoirs, it is confidently asserted, would render any extension unnecessary for several generations of almost abnormal increase. But this eventual plan, which completes the whole scheme, would raise the total cost near to £40,000,000, so that for the present, half the scheme only will be seriously considered. The County Council hopes to lay the whole plan before Parliament within twelve months.

Mr. Alma Tadema, R. A., in an interesting little address, delivered to the students of South Kensington Art School, has laid great stress on the intimate relations between knowledge and art. "Art is not spontaneous; art is not so much the outcome of an individual brain, as it is the continuity of experience which, concentrated in one specially gifted brain, produces those incomparable artists who are the crowning features of their time and country." The finest sculptured work of the Greeks and of the Italian Renaissance showed the deepest knowledge of their subject and an indisputable mastery over anatomy. "To know," said Mr. Tadema in his concluding words, "enables one to render; not to know enables one to blunder; to know enables one to teach, but who can teach without knowing?" Those who will disagree with him in his contention that study is the foster nurse of art must be few in number; so that undoubtedly the sympathies of artistic circles of Great Britain lay strongly with the enthusiastic meeting called to consider the financial position of the British School at Athens. This is undoubtedly in a seriously handicapped condition when compared with the similar institutions which your country and the Governments of France and Germany so generously support. Lack of funds has not only prevented the possibility of granting scholarships from the great universities, but, more serious still, has put excavation and exploration practically out of the range of possibility. The subscription-list of last year included some eighty subscribers only, and the subscribed income was about one-quarter of the annual income enjoyed by the German School, one-sixth of that of the French. H. R. H. the Prince of Wales presided over the meeting, which included representatives of all branches of British art and learning. One of the most satisfactory announcements was to the effect that the late Government before resigning had settled upon the School a grant from the Public Funds for five years, and this step the present Government is willing to confirm. The gift has turned out to be £500 per annum, a sum of such magnitude that while it will be in the highest degree welcome and valuable to the school, will not militate against the generosity of private individuals. It is upon the latter that most of English institutions of this nature find their foundation; it is sincerely hoped that this meeting may have roused enthusiasm and proper generosity amongst monied scholars, archaeologists and others, and that the work henceforth performed by our representatives in Greece may be on a fitting scale, and more worthy to rank in importance with the achievements of the other schools.

Movement has again been made respecting the proposed new

street from the Strand to Holborn, the two most important arteries running westwards from the city. The communication north and south between these streets is at present altogether obscure and inadequate, while such a thoroughfare as is now proposed would in every way meet the long-felt want. Leaving the Strand near the Law Courts the proposed road runs northwards at a width of ninety feet, while several spur streets upon the main avenue will be obtained by widening existing streets. The property through which it will run is, of course, very valuable from its central situation; on the other hand, the buildings are poor and crowded, and the whole district will be improved by the alteration. A feature of this road is one which no doubt will appear in every important thoroughfare hereafter laid down—there is to be a subway throughout the whole length of the street for the accommodation of pipes, wires, etc. The cost of the work is estimated at £150,000, while the amount of compensation for acquisition of property reaches £1,943,200. The total expenditure then will be over two millions sterling, and this does not include the cost of housing some four thousand people who will lose their homes in the alteration. The scheme is ambitious and has not yet been sanctioned by Parliament. But it is an improvement that has long been necessary, and a definite conclusion of the preliminaries will be welcomed by all parties.

Cardinal Vaughan has laid the foundation-stone of a building of high importance to the Roman Catholic Church. This is the new cathedral at Westminster. The architect is Mr. John F. Bentley, who, though best known in work of a Gothic type, has shown himself by the thoughtful restoration of more than one of our city churches to be equally capable in dealing with the Renaissance style. The original wish was that the Cathedral should follow the earlier basilican type, but after long study and careful thought, Mr. Bentley reached the conclusion that this type is unsuited to modern treatment and London requirements. Instead, a Byzantine feeling has been adopted and the cathedral, which will be of considerable proportions, will be chiefly remarkable for its plain breadth of treatment. The detail will be sparingly disposed, and carving will be almost exclusively applied to the deeply recessed great doorway and the capitals of the internal columns. But although the interior decoration is to be of a flat type, it will not be the less gorgeous on that account. Marble lining, figure and Arabesque mosaic-work and painting will eventually leave little of the interior space undecorated. In English ecclesiastical architecture the adoption of the Byzantine style is a distinct experiment, and it is chiefly on this account that the building will be of more than passing interest. It is to cost £150,000, of which one-half is already in hand. The shell of the building is being executed as rapidly as possible, the decoration following as funds permit.

In my last letter I introduced to your notice the new electric railway that is being constructed beneath the river Thames, and which will connect the centre of the City with Waterloo railway-station. I then told you that the City terminus of that railway would be placed at a point close to the Mansion House, and that this same terminus would also be used as such by the Central London Electric Railway. The latter scheme has now been properly formulated and the £3,000,000 required for the undertaking were subscribed with remarkable readiness. The scheme is much as follows: starting from the Mansion House there will be two tunnels running close together westwards for a distance of about six and one-half miles to Shepherd's Bush; this is a district towards the outskirts of West London. There are to be fourteen stations, so that the points of contact with the upper world will be as frequent as is the case with our present underground railway. The system of working the tunnels will be by means of the "shield" which has proved so successful in the Blackwall Tunnel and the tunnels I endeavored to describe to you in my last letter. That the new railway will interfere with the traffic of the ordinary Underground Steam Railway from the extreme west seems certain, but the system on which the original "Underground" was constructed, the "Inner" and "Outer Circles," is one which lines from within, cross-radiating from something like the common centre of the "circles," can never seriously affect. In fact, only when the lines of radiation are running towards all points of the compass will our ideal web of communication be woven. Perhaps not the least advantage to the general public appears in the fact that the Company have undertaken at their City terminus so to construct subways connecting all the principal abutting streets, that pedestrian traffic will find no check and that the flow of passengers to and from the trains will not impede the vehicular traffic. No stranger can fail to be impressed with the normally congested condition of the traffic at this point, the true centre of the City; and if by descending and ascending a few steps, the foot-passenger of the future will be spared all the annoyance and danger of steering a course through endless streams of omnibusses and cabs, he will owe a debt of gratitude to the promoters of the Central London Railway.

For lack of funds the restoration of one of our most important mediæval buildings in London, second, indeed, only to Westminster Abbey is practically at a standstill. I refer to the Church of St. Saviour, Southwark. This church is of very early foundation, dating back quite to the beginning of the twelfth century. Early in the nineteenth century the old nave was taken down and a structure erected in the "Churchwarden Gothic" style. The church, structurally and historically, is of the deepest interest, and while it is a matter of congratulation that the work has already progressed so far, it is, notwithstanding, a pity that the completion should not be immedi-

ately possible. Sir Arthur Blomfield is doing the work of restoration and already £25,000 have been spent on the tower and the rebuilding of the nave on the lines of the original. Nearly as much money, £22,000 in fact, is now needed to restore the transepts and fit up the church for public worship; £5,000, however, will go a long way towards furnishing the essentials for the latter. There is a sum of £3,000, in promises, not yet due, and it is hoped that the further £2,000 may be obtained without very great difficulty. Once the church is in condition for public service, there should be no further delay in obtaining all supplies that may be necessary; for the church will almost certainly become a cathedral for a new diocese to include the southeastern district of London, and invested with such dignity cannot fail to gather the sympathies of all who are brought into contact with it.

EMPLOYER AND EMPLOYÉ UNDER THE COMMON LAW.¹

THE relations existing between employers of labor and their employes, and the reciprocal duties, obligations and rights growing out of those relations, are, in the absence of legislative enactments, governed by the common law in regard to master and servant, the words "master" and "servant" being legally synonymous with the words "employer" and "employé."

The common law consists of principles, usages and rules of action, applicable to the government and security of persons and property, which have grown into use by gradual adoption, without legislative authority, and have received, from time to time, the sanction of the courts of justice.

The great body of the common law of the United States consists of the common law of England, and such statutes thereof as were in force prior to the separation of this country from England, and applicable to circumstances and conditions prevailing here. These laws have been adopted as the basis of our jurisprudence in all the States except Louisiana, and many of the most valued principles of the English common law have been embodied in the constitutions of the United States and the several States.

In many details, however, the common law of the United States now differs widely from that of England by reason of modifications arising from different conditions and established by American adjudications. That branch of the common law governing the relation of master and servant has undergone some changes, although in the main it is the same in this country as in England. It is not the purpose of this article to point out such changes or differences, but to state the principles and rules of the common law now prevailing throughout the United States, except where they have been changed or modified by legislative enactments.

The statement which follows is derived from articles in the American and English "*Encyclopedia of Law*" on the subject of "Master and Servant" and kindred topics, and from standard legal works treating of the subject under consideration. The reader should bear in mind that any rule or principle of the common law, as given in this statement, conflicting with a statute which has not been declared invalid or unconstitutional by the courts, is modified or changed by the statute, and that the statute instead of the common law now governs.

Master and Servant: Definitions.—A master is variously defined as one who has in his employment one or more persons hired by contract to serve him either as domestic or common laborers; one who has the superior choice, control and direction, whose will is represented not merely in the ultimate result of the work in hand, but in all its details; one who is the responsible head of a given industry; one who not only prescribes the end, but directs, or may at any time direct the means and methods of doing the work; one who has the power to discharge; a head or chief; an employer; a director; a governor.

A servant is one who is employed to render personal service to his employer otherwise than in the pursuit of an independent calling, and who, in such service, remains entirely under the control and direction of the latter.

The Relation: Its Creation and Existence.—The relation of master and servant is created by contract, either express or implied, where both parties have the requisite legal qualifications for entering into a valid contract. The relation exists only where the person sought to be charged as master employs and controls the other party to the contract of service, or expressly or tacitly assents to the rendition of the particular service by him. The master must have the right to direct the action of the servant, and to accept or reject his service. The relation does not cease so long as the master retains his control or right of control over the methods and manner of doing the work, or the agencies by which it is effected. Furthermore, the relation exists where the servant is employed, not by the master directly, but by an employé in charge of a part of the master's business with authority to engage assistance therein.

The Contract of Service.—A contract of employment is one by which an employer engages an employé to do something for the benefit of the employer, or of a third person, for a sufficient consideration, expressed or implied. The authority of a subordinate to employ an agent or servant includes, in the absence of restricted

¹ A paper by Victor H. Oimsted and Stephen D. Fessenden published in the *Bulletin of the United States Department of Labor*.

words, authority to make a complete contract, definite as to the amount of wages, as well as to all other terms.

Ordinarily, when an adult person solicits employment in a particular line of work, the solicitation carries with it an implied assertion that the one seeking employment is competent to perform the ordinary duties of the position sought; and it is an implied condition of every contract of service that the employé is competent to discharge the duties of his employment.

A servant is presumed to have been hired for such length of time as the parties adopt for the estimation of wages; for example, a hiring at a yearly rate is presumed to be for one year; at a daily rate for one day; a hiring by piece-work, for no specified time; but such fact does not, in the absence of other evidence, necessarily fix the period of hiring. Where an employé has been hired to work by the week or month, the burden of proof is upon him to show any change in the contract of employment as to the term of service.

It is a general rule that where a person enters into a contract of service for a fixed compensation, he, *prima facie*, agrees to give his employer his entire time; but this rule is not inflexible.

A contract for service running for a longer period of time than one year, to be valid, must be in writing and signed by the party against whom it may be sought to be enforced, or by his authorized agent.

In the absence of an express contract of hiring, a person may recover compensation for services where the same were rendered under such circumstances as to show that he expected such compensation as a matter of right, and that the person for whom they were rendered was bound to know that he claimed compensation, or was legally entitled thereto. Where one person performs labor for another, a request and a promise to pay the reasonable worth of such labor are presumed by law, unless it is understood that the labor is to be gratuitously performed, or it is performed under such circumstances as to repel the presumption of a promise to pay.

Where there is an express contract the servant must be furnished with employment by the master during the period covered by its terms. If by the terms of the contract the servant is employed to work by the day, week, month or year, and nothing is said as to the time of payment for his services, the wages are due and may be demanded at the close of each day, week, month or year, as the case may be; but in such case, as upon all questions relating to the interpretation of contracts, custom has a strong bearing.

A man can contract to furnish his own services and those of his wife, and if she makes no separate claim can sue for them; and if such contract needs ratifying, the testimony of the wife in support of his demand will be a sufficient ratification.

A wife is not responsible for the wages of her husband's employé, notwithstanding the fact that she sometimes pays such wages.

When a master agrees to pay his servant what he considers the servant's services to be reasonably worth, or, where he agrees to pay the same wages as shall be paid to other men in his employ filling similar positions, and there is no showing that the master has other employés in similar positions, the servant is entitled to recover, in a suit for wages, what his services were actually worth. And where the master and servant agree as to the existence of the contract of service, but disagree as to the wages to be paid, the question of compensation must be left to a jury.

Unless otherwise agreed, the wages of an employé must be paid in cash. The master has no right to handle, or invest, or in any manner apply such wages, whether beneficial to the servant or not, but must pay them directly to him.

An employer may discharge an employé before the expiration of the term of service stipulated in the contract for good and sufficient cause, as for incompetency. The discharge must be couched in such terms as to leave no doubt in the employé's mind of the employer's desire to terminate the relation.

In a majority of the States a contract for service for a specified time is considered apportionable, and an employé who has been discharged for cause is entitled to compensation for the work he has actually performed.

Where one has contracted to employ another for a certain period of time, at a specified price for the entire time, and discharges him wrongfully before the expiration thereof, the wrongfully discharged employé is entitled to recover an amount equal to the stipulated wages for the whole period covered by the contract, less the sum earned, or which might have been earned in other employment during the period covered by the breach. Upon dismissal, a servant, under the law, must seek other employment, but extraordinary diligence in such seeking is not required of him. He is only required to use reasonable efforts, and he is not bound to seek employment or render service of a different kind or grade from that which he was engaged to perform under the violated contract, nor to seek employment in a different neighborhood; and if he fails to secure employment and works on his own account, the value of such work cannot be deducted from his claim.

Where an employé for a fixed period, at a salary for the period, payable at intervals, is wrongfully discharged, he may pursue one of four courses:

1. He may sue at once for the breach of contract, in which case he can only recover his damages up to the time of bringing the suit.
2. He may wait until the end of the contract period, and then sue for the breach.

3. He may treat the contract as existing, and sue at each period of payment for the wages then due.

4. He may treat the contract as rescinded, and sue immediately for the value of his services performed, in which case he can only recover for the time he actually served.

An employé is entitled to recover damages from a person who maliciously procures his discharge, provided he proves that the discharge resulted in damage to him.

An employer is entitled to maintain an action against any one who knowingly entices away his servant, or wrongfully prevents the servant from performing his duty, or permits the servant to stay with him and harbors such servant with the intention of depriving the master of his services.

Combinations and Coercion of Servants.—Every one has the right to work or to refuse to work for whom and on what terms he pleases, or to refuse to deal with whom he pleases; and a number of persons, if they have no unlawful object in view, have the right to agree that they will not work for or deal with certain persons, or that they will not work under a fixed price or without certain conditions.

The right of employés to refuse to work, either singly or in combination, except upon terms and conditions satisfactory to themselves, is balanced by the right of employers to refuse to engage the services of any one for any reason they deem proper. The master may fix the wages, and other conditions not unlawful, upon which he will employ workmen, and has the right to refuse to employ them upon any other terms. In short, both employers and employés are entitled to exercise the fullest liberty in entering into contracts of service, and neither party can hold the other responsible for refusing to enter into such contracts.

It has been held, however, that employés in separate, independent establishments have no right to combine for the purpose of preventing workmen, who have incurred the hostility of one of them, from securing employment upon any terms, and by the method commonly known as "blacklisting" debarring such workmen from exercising their vocation, such a combination being regarded as a criminal conspiracy.

On the other hand, a combination of employés having for its purpose the accomplishment of an illegal object is unlawful; for instance, a conspiracy to extort money from an employer by inducing his workmen to leave him and deterring others from entering his service, is illegal; and an association which undertakes to coerce workmen to become members thereof or to dictate to employers as to the methods or terms upon which their business shall be conducted, by means of force, threats or intimidation interfering with their traffic or lawful employment of other persons is, as to such purposes, an illegal combination.

Unlawful interference by employés, or former employés, or persons acting in sympathy with them, with the business of a railroad company in the hands of a receiver, renders the persons interfering liable to punishment for contempt in court.

Employer's Liability for Injuries of Employés.—Where a person employs an independent contractor to do work for him, and retains or exercises no control over the means or methods by which the work is to be accomplished, he is not answerable for the wrongful acts of such contractor; and the same rule governs as between a contractor and a subcontractor. Under these circumstances an employer would not be liable for an injury sustained by a workman in the course of his employment for which he would have been liable had the work been performed under his own direction.

An employer is ordinarily liable in damages to his employé who sustains an injury through the employer's negligence. Such negligence may consist in the doing of something by the employer which, in the exercise of ordinary care and prudence, he ought not to have done, or in the omission of any duty or precaution which a prudent, careful man would or ought to have taken.

An important duty on the part of a master is to furnish his servant with such appliances, tools and machinery as are suited to his employment and may be used with safety; and if a master fails to use ordinary care in the selection or care of such appliances his ignorance of a defect therein will not excuse him for liability for an injury caused thereby; he is responsible for all defects in machinery or appliances of which he should have known, but failed through negligence to learn of, or which, having learned of, he has failed to remedy.

A railroad company is liable for injuries to its employés occasioned by the company's negligence in failing to keep its track or road-bed in proper condition; but such company is not bound to furnish an absolutely safe track or road-bed, its duty only being to use all reasonable care in keeping them in safe condition.

A railroad company is likewise liable if it fails to keep its track clear of obstruction and structures dangerously near the same; but such company is not negligent because it erects and maintains structures and contrivances for use in the operation of its road merely for the reason that they may be dangerous to employés operating the company's trains.

It is negligence for such a company to fail to use safe and appropriate engines; or to have the boilers of its engines properly tested; or to furnish suitable freight or passenger cars, and proper and safe attachments and appliances to be used in connection therewith; and such company cannot divest itself of its duty to use due care and diligence with respect to the cars of other companies to be moved and handled by its employés, in seeing that such cars are in safe

condition to be so moved and handled, by contracts with such other companies that they shall keep their cars in repair.

It is negligence in such a company to permit its employés to disobey its orders, and it is liable for injuries arising from the careless or reckless running of its trains, or the starting thereof without notice, or the running of its trains at immoderate speed.

Railroad companies, and employers of every description, are negligent if they fail to protect a servant who is exposed to danger; but such a company is not absolutely bound to take all possible precautions against storms, or against washouts, landslides, or other obstructions which may be dangerous to its employés. And if the mill of a manufacturing corporation is properly constructed for the carrying on of its ordinary business, the corporation is not liable to an employé who has been injured by a fire, not caused by the negligence of the corporation, because it failed to provide means of escape from the fire; nor is such corporation liable for an accident resulting in injury to an employé from its failure to fence the ordinary machinery used in the servant's employment; if, however, there is a custom in reference to the adoption of certain safeguards in a given business, so general that the employer is presumed to have knowledge of it, he is guilty of negligence if he fails to adopt such safeguards.

A master is not chargeable with negligence when an employé is injured through the use of a machine for an improper or dangerous purpose, for which it was not intended or provided, but is guilty of negligence when he exposes an employé to dangers not obvious or fairly incident to the employment, or where he introduces new and unusual machinery, involving unexpected danger, without notice to his employé.

Employers are not, as a rule, required to furnish the best and latest improved machinery, but only such as is reasonably safe and suitable. Railroad companies, however, are ordinarily bound to adopt new inventions as soon as they have been proved by satisfactory tests to be safer than the appliances in use.

While it is the duty of an employer to exercise reasonable care in keeping buildings, machinery, tools, etc., in suitable and safe condition for use, and to this end he should frequently inspect the machinery, etc., used by his employés, the system of inspection need not be carried to such an extent as will embarrass the operation of his business.

A master who sets a servant at work in a place of danger without giving him such warning and instruction as the youthfulness, inexperience, or lack of capacity on the part of the servant reasonably requires, is guilty of negligence, and liable to the servant for an injury arising therefrom. The fact, however, that a master sets a minor servant to work at a more dangerous occupation than that in which he was originally employed, does not, in itself, render the master liable for an injury resulting therefrom, unless under all the circumstances the setting him at such work was a negligent act; but the master will be held more strictly accountable in such a case than in the case of an adult.

Proprietors of manufacturing establishments are charged with the duty of exercising ordinary care in providing their employés with suitable places in which they can work in reasonable safety, and without exposure to dangers not within the usual scope of their employment.

It is the duty of employers to make and promulgate such rules and regulations for the government of their employés as will, if observed, give them reasonable protection; and employés are bound to obey all the lawful and reasonable commands of their employers, though such commands may seem harsh and severe.

It is also the duty of employers to have a sufficient number of trustworthy, competent employés to properly and safely perform the labor required in the business in which they are engaged.

When certain duties are imposed upon an employer by legislative enactment or municipal ordinance, designed for the protection of his employés, it is negligence on his part to fail to comply with such requirements, and he is liable to his employés for injuries arising from such negligence, unless it can be clearly shown that they assumed the risk.

An employer cannot avoid his liability to an employé for injuries sustained by the latter through his negligence by means of a contract with such employé which provides that in consideration of the employment he shall be exempt from such liability. Such a contract is against public policy and void. The supreme court of the State of Georgia has, however, sustained the validity of contracts of this character.

Contributory Negligence by Employés.—It is a general rule that when an employé suffers an injury through the negligence of his employer he is not entitled to recover damages for such injury if his own negligence contributed thereto. Under this rule, where master and servant have equal knowledge of the danger of the service and the means of avoiding it, and the servant while engaged in the performance of his duties is injured by reason of his own inattention and negligence, the master is not liable; and where the servant is told to do a particular thing and is not directed as to the time or manner in which the work is to be done, it being left to his discretion, so that he is given some control over the means, times and manner of doing it, he is guilty of contributory negligence if he does not use the safest means, time and method of accomplishing the work and is injured while so engaged, and cannot recover damages from the master; nor can he recover such damages if injured by the use

of a defective appliance under his own exclusive care; nor where he had knowledge of a defect in an appliance used by him, through which he is injured, and failed to notify the master thereof, if no blame was imputable to the latter in failing to discover such defect, or in failing to furnish a safe and suitable appliance.

But an employé's right to recover damages for an injury is not affected by his having contributed thereto unless he was at fault in so contributing, and he may recover, notwithstanding his contributory negligence, if the master, after becoming aware of the danger, failed to exercise ordinary care to prevent the injury or wilfully inflicted the damage.

When an employé in the course of his employment finds himself exposed to imminent peril, due to the master's negligence, and in the terror of the moment adopts a course exposing him to greater peril, and is injured, such action on his part does not constitute contributory negligence, and will not relieve the master from liability.

An employé is not guilty of contributory negligence if, when injured, he was exercising ordinary care to avoid injury, and discharging his duties in a careful and prudent manner, and the injury was sustained by reason of negligent failure on the part of the employer to exercise ordinary care for the employé's safety, as failure to warn the employé of extraneous risks and unusual dangers known to the employer but unknown to the employé, or to instruct an immature or inexperienced servant and warn him of the dangers attending his work not obvious to one of his capacity or experience; to provide suitable machinery, tools and appliances for carrying on the work at which the servant is employed; to inspect and repair machinery, tools and appliances; to provide a safe place for the servant to work, the ordinary risks of the business excepted; to guard against a danger to a servant of which the master has been notified, or which he has promised to obviate, or which he has assured the servant did not exist; to make and promulgate proper rules and regulations for the conduct of the employment in which the servant is engaged; to employ and retain a sufficient number of competent and trustworthy servants to properly and safely carry on the business. The employé does not assume the risk of injury by reason of the negligent failure of his employer in fulfilling any of the duties incumbent upon him, and, as before stated, is not guilty of contributory negligence when injured by such failure, if he himself was without fault in the discharge of his duty.

Contributory negligence is purely a matter of defence in actions by employés for damages resulting from injuries sustained during the course of their employment, and the burden of proving it is upon the master who seeks thereby to avoid liability for such damages.

Assumption of Risks by Employés.—Where an employment is accompanied with risks of which those who enter it have, or are presumed to have, notice, they can not, if they are injured by exposure to such risks, recover compensation for the injuries from their employer; by contracting to perform hazardous duties the employé assumes such risks as are incident to their discharge, and he assumes not only the risks existing at the beginning of his employment, but also such as arise during its course, if he had or was bound to have knowledge thereof. He does not, however, assume the risk of dangers arising from unsafe or defective methods, machinery, or other instrumentalities, unless he has, or may be presumed to have, knowledge or notice thereof, and the burden of proving that an injured employé had such knowledge or notice of the defect or obstruction causing the injury is upon the employer.

The employé assumes all risk of latent defects in appliances or machinery, unless the master was negligent in not discovering the same; but the experience, or lack of experience, of the employé is to be considered in determining whether or not he is chargeable with knowledge of such defects as are not obvious and of the danger arising therefrom.

Another risk assumed by employés is that of the master's method of conducting his business. If the employé enters upon the service with knowledge of the risk attending the method, he can not hold the master responsible for injuries arising from the use of such method, though a safer one might have been adopted; but in order to relieve the master from liability, the method must amount to a custom or mode of carrying on the business, and not consist merely of an instance or any number of instances of culpable negligence on the part of the master.

Negligence of Fellow-servants.—The general rule at common law is that he who engages in the employment of another for the performance of specified duties and services, for compensation, takes upon himself the natural and ordinary risks and perils incident to the performance of such services. The perils arising from the carelessness and negligence of those who are in the same employment are no exception to this rule, and where a master uses due diligence in the selection of competent, trusty servants and furnishes them with suitable means to perform the services in which he employs them, he is not answerable to one of them for an injury received in consequence of the carelessness or negligence of another, while both are engaged in the same service.

Various attempts have been made by judges and text writers to lay down some rule or formula by which to determine what servants of a common master may be said to be fellow-servants assuming the risk of each other's negligence. The following are well-known definitions:

Persons are fellow-servants where they are engaged in the same common pursuit under the same general control.

All who serve the same master, work under the same control, derive authority and compensation from the same common source, and are engaged in the same general business, though it may be in different grades or departments of it, are fellow-servants who take the risk of each other's negligence.

The true test of fellow-service is community in that which is the test of service; which is subjection to control and direction by the same common master in the same common pursuit. If servants are employed and paid by the same master, and their duties are such as to bring them into such a relation that the negligence of the one in doing his work may injure the other in the performance of his, then they are engaged in the same common pursuit, and being subject to the same control, they are fellow-servants.

All servants in the employ of the same master, subject to the same general control, paid from a common fund, and engaged in promoting or accomplishing the same common object, are to be held fellow-servants in a common employment.

It is said that these definitions are faulty, and of little practical value by reason of their being stated so broadly and in such general and comprehensive terms, nevertheless they give a correct idea as to who have been determined by many courts to be fellow-servants within the rule exempting the master from liability for the negligence of one of them resulting injuriously to another.

The principal limitation contended for on the general rule in regard to fellow-servants is that there is such a servant as vice-principal, who takes the place of the master and is not a fellow-servant with those beneath him; and there is a variation of this idea to the effect that every superior servant is a vice-principal as to those beneath him. The doctrine of vice-principal is, however, repudiated by the courts of many of the States.

The master, as such, is required to perform certain duties which have been hereinbefore specified, and the person who discharges any of these duties, no matter what his rank or grade, no matter by what name he may be designated, cannot be a servant within the meaning of the general rule on fellow-servants. The liability of the master for the non-performance of such duties as the law implies from the contract of service, does not rest upon the ground of guarantee of their performance, but upon the fact of the presence or absence of negligence of the master in their performance.

Whether one is acting as the representative of the master or merely as the fellow-servant with others employed by the same master, does not depend upon his rank or title, but upon the character of the duties he is performing at the time another servant is injured through his negligence; if at such time the offending servant was in the performance of a duty which the master owed his servants, he was not a fellow-servant with the one injured, but a vice-principal, for the rule is fundamental that a master cannot rid himself of a duty he owes to his servants by delegating his authority to another and thus escape responsibility for negligence in the performance of such duty.

If, however, at the time of the injury the negligent servant was not engaged in the performance of duty due from the master to his servants, but was discharging a duty which was due from the servant to the master, he was a fellow-servant to the one injured, engaged in the same common business, and the master would not be liable for the injuries sustained by reason of his negligence.

It is held by the courts of some of the States that, as industrial enterprises have grown, and, because of the division of labor and the magnitude of operations, have been divided into distinct and separate departments, a laborer in one department is not a fellow-servant with a laborer in another and separate department of the same establishment.

Incompetency of Fellow-servants.—If an employer knowingly employs or retains an incompetent servant, he is liable for an injury to a fellow-servant sustained through the incompetency of the servant so employed or retained, provided the injured servant did not know and had not the means of knowing the incompetency of his fellow-servant. A master is not, however, liable for injuries to one servant by the negligence of another on the ground of unskillfulness of the latter, unless the injuries were caused by such unskillfulness.

A master does not warrant the competency of his servants, but must use all ordinary care and diligence in their selection and retention. If he has not been negligent in selecting a servant, and subsequently obtains knowledge of the servant's incompetency and still retains him, he is liable to another servant for any injury resulting from said incompetency. If the employer had no actual notice of the servant's incompetency, if it was notorious and of such a character that with proper care he would have known of it, he will still be liable.

If a person, knowing the hazards of his employment as it is conducted, voluntarily continues therein without any promise by the master to do any act to render the same less hazardous, the master will not be liable for an injury he may sustain therein, unless it is caused by the wilful act of the master. No servant is entitled to damages resulting from the incompetency of a fellow-servant when he knew of such incompetency and did not inform his employer of the same.

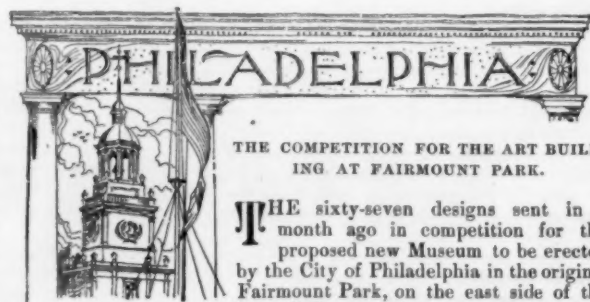
When it is alleged that the master has been guilty of selecting or retaining an incompetent servant, the burden of proof of said allegation is on the plaintiff. Neither incompetency nor unskillfulness will be presumed; they must be proved.

A master who has employed skilful and competent general agents or superintendents is liable for injuries received by inferior servants through the negligence of those employed by such general agents or superintendents without due care or inquiry, or retained by them after knowledge of their incompetence.

While the servant assumes the ordinary risks, and, as a general rule, such extraordinary risks of his employment as he knowingly and voluntarily encounters, he is not required to exercise the same degree of care as the master in investigating the risks to which he may be exposed; he has the right to assume that the appliances and machinery furnished him by the master are safe and suitable for the employment in which he is engaged; and to assume, when engaged in an occupation attended with danger and requiring engrossing duties, that the master will not, without proper warning, subject him to other dangers unknown to him, and from which his occupation necessarily distracts his attention; and he has the right to rely upon the taking by the master of all usual and proper precautions against accident, and his faithful fulfilment of all the duties devolving upon him.

If an employé is ordered by his master into a situation of danger and obeys, he does not assume the risk unless the danger was so obvious that no prudent man would have obeyed the order; and the master will be liable for any injury resulting to him by reason of such dangerous employment. If, however, he leaves his own place of work for one more dangerous, in violation of the master's direction, he can not recover for an injury sustained after such change.

If the servant, upon being ordered to perform duties more dangerous than those embraced in his original employment, undertakes the same with knowledge of their dangerous character, unwillingly and from fear of losing his employment, he cannot, if injured, recover damages from the master; nor can he recover such damages where the injury results from an unexpected cause during the course of his employment; nor where the injury is sustained in the performance of a service not within the scope of his duty, if his opportunity for observing the danger is equal to that of his employer; and where an employé voluntarily assumes a risk he thereby waives the provisions of a statute made for his protection.



THE COMPETITION FOR THE ART BUILDING AT FAIRMOUNT PARK.

THE sixty-seven designs sent in a month ago in competition for the proposed new Museum to be erected by the City of Philadelphia in the original Fairmount Park, on the east side of the Schuylkill, were submitted to the judgment of a jury, consisting of Messrs. D. H. Burnham, as Chairman, Mr. Stanford White and Professor Ware, of New York, and Messrs. J. M. Wilson and Johnson, of Philadelphia, who were asked to report the best eight to the Commissioners. They spent two days in making this selection, and a week or two in studying photographs of these eight designs with a view to a final report. This they presented to the Commission on Tuesday, recommending that the four prizes of \$6,000, \$3,000, \$2,000 and \$1,000 should be given to the designs marked "Keystone," "Acropolis," "Black Seal" and "Nike." The other four selected were marked "Proportion," "Maltese Cross," "Quantum Valeat" and "φ." The Commission, after listening to the report and to the verbal explanations that were made in answer to questions, at once voted the premiums in accordance with their recommendation. On opening the envelopes it appeared that "Keystone" was the work of Messrs. James Brite and Henry Bacon, of New York, "Acropolis," of Messrs. Lord, Hewlett and Hull, of New York, "Black Seal," of M. De Montclos, of Paris, and "Nike," of Messrs. Howard & Cauldwell, of New York.

M. de Montclos's design consisted of an open semicircular corridor, or arcade, from which radiated the twelve picture galleries called for by the programme, six on each side of a central hall, beyond which was a vast circular hall covered with a dome. The other three designs all had for their principal feature three lofty halls *en suite*, lighted from the roof, and enclosed first by a corridor and then by galleries, in two stories, for sculpture below and for paintings above. In "Nike" and "Keystone" the central compartment was covered with a dome. In the schemes of "Acropolis" and "Nike" three courts were shown at the side of these, two open above, the central one covered, and in that of "Acropolis," covered with a dome. "Nike" and "Acropolis" showed more or less extensive galleries or corridors branching out into the Park. "Keystone," which was the largest of all, measuring about 300' x 600', was also the simplest, showing no accessories whatever.

The Commission made the great mistake of asking for drawings at the scale of eight feet to the inch. Thirty-two feet to the inch would have done just as well and have saved the competitors hundreds of dollars of unnecessary expense, and the jury and the

Commission themselves a vast amount of trouble in handling the drawings, many of which were eight and ten feet by nine.

The photographs over which the jury did the major part of their work showed the designs at a scale of sixty-four or even one hundred and twenty feet to the inch. Yet even these were large enough for almost every purpose.

It was a troublesome mistake, too, to forbid perspective sketches. It was noticed that a chief part of the time occupied at the conference on Tuesday was taken up by the jury in trying to explain to the Commission how the designs would look in perspective. It appeared, indeed, that the jury had had to make perspective sketches for themselves in order to understand what the designs really meant.

But the Commission more than made up for these errors, and deserve the lasting gratitude of the profession for their action at least, not only in submitting the selection of the plans to a competent tribunal—an example specially valuable in the case of municipal buildings—but in promptly accepting the judgment of their advisers, without giving time for even a suspicion of political or personal interest.



CLEVELAND ARCHITECTURAL CLUB.

THE Annual Banquet and Meeting of the Club was held at the Hollenden Hotel, Thursday evening, November 14, with about forty present. Dinner was served at 6 o'clock, followed by toasts from Messrs. John L. Culley, F. A. Coburn and Chas. W. Hopkinson with Pres. Hubbell as toastmaster.

After the speaking the annual meeting was held, with an address by the President, reports of the Secretary, Treasurer, Librarian, Chairman of the Current Work Committee and the Chairman of the Entertainment and House Committee.

The Club has grown from a charter membership one year ago of fourteen to a total membership of forty-five.

The newly elected officers are: *President*, Benj. S. Hubbell; *Vice-President*, Frederick Baird; *Secretary*, Herbert B. Briggs; *Treasurer*, Albert E. Skeel; *Librarian*, G. B. Bohm, M. James Bowman and C. S. Schneider.

HERBERT B. BRIGGS, *Secretary*.

THE T-SQUARE CLUB, PHILADELPHIA, PA.

"The Main Entrance to a Private Estate" was the subject of competition at the November meeting of the T-Square Club, held on the 20th. Twelve drawings were entered in the competition, four of which were disqualified for non-compliance with the conditions of the programme. The disqualifying of these drawings was a very unpleasant duty for the Club members, as their design and draughtsmanship indicated an earnest effort on the part of the competitors.

The mentions were awarded to Lloyd Titus, First; Adin B. Lacey, Second; A. L. Storm, Third.

The other competitors were Molitor, Valentine, Calvert, Bassett, Trout, Kelsey and two unknown.

The next lecture in December will be delivered by Mr. William Price, on "Domestic Architecture." He will talk about the social conditions of the various epochs and will demonstrate how in the past, in the present and in the future these have left and must leave their impress upon the dwellings of the masses. He will lay special stress on the fatal results of adoption as opposed to legitimate adaptation, and in concluding his remarks will invite a general discussion.

ADIN B. LACEY, *Secretary*.



[Contributors of drawings are requested to send also plans and a full and adequate description of the buildings, including a statement of cost.]

HOUSES OF WILLIAM McMILLAN, ESQ. AND W. H. THORNBURGH, ESQ., PORTLAND PLACE, ST. LOUIS, MO. MESSRS. EAMES & YOUNG, ARCHITECTS, ST. LOUIS, MO.

[Gelatine Print issued with the International and Imperial Editions only.]

A DESIGN FOR THE MINNESOTA STATE CAPITOL, SUBMITTED IN THE SECOND COMPETITION. MR. GEORGE R. MANN, ARCHITECT, ST. LOUIS, MO.

To this design was awarded the second prize in the recent competition.

SECTIONS OF THE SAME.

PLANS OF THE SAME.

[Additional Illustrations in the International Edition.]

GATEWAY TO WASHINGTON TERRACE, ST. LOUIS, MO. MR. GEORGE R. MANN, ARCHITECT, ST. LOUIS, MO.

[Gelatine Print.]

DETAIL OF THE UNION TRUST BUILDING, OLIVE ST., ST. LOUIS, MO. MESSRS. ADLER & SULLIVAN, CHICAGO, ILL., AND C. K. RAMSEY, ST. LOUIS, MO., ASSOCIATED ARCHITECTS.

[Gelatine Print.]

PALAZZO BIZARRO, RAGUSA, DALMATIA.

This plate is copied from the *Zeitschrift für Bauwesen*.

ROYAL INSURANCE CO.'S BUILDING, BUCHANAN ST., GLASGOW, SCOTLAND. MESSRS. HONEYMAN & KEPPIE, ARCHITECTS.

This plate is copied from the *British Architect*.

RAILROAD STATION, BUCHAREST, ROUMANIA.

This plate is copied from *Architektonische Rundschau*.

NEW CONCERT-HALL, ZURICH, SWITZERLAND. MESSRS. FELLNER & HELMER, ARCHITECTS, VIENNA, AUSTRIA.

This building, lately opened, contains several large assembly-rooms, concert-halls, with dining-rooms, refreshment-rooms, and suites of rooms which can be let out for private entertainment. The main hall will seat 1,500 for concerts, with an orchestra of 80 and a chorus of 350. The second hall holds 1,000 and the third about 600. The acoustic properties of the halls are considered very satisfactory.

This plate is copied from the *Schweizerische Bauzeitung*.

HOUSE OF THE LATE WILLIAM BURGESS, ARCHITECT, KENSINGTON, LONDON, ENG.



[The editors cannot pay attention to demands of correspondents who forget to give their names and addresses as guaranty of good faith; nor do they hold themselves responsible for opinions expressed by their correspondents.]

CORRECTIONS.

NEW YORK, November 30, 1895.

TO THE EDITORS OF THE AMERICAN ARCHITECT:—

Dear Sirs,—The profession in our little town of Gotham ought doubtless to feel proud that somebody in your office or composing-room has such abounding notions of its architectural practice, compared with that of the other centres of art and culture, as to imagine that, even during the space of quarter of a century, nearly a million assistants, draughtsmen and students have emigrated from inappreciative Boston and elsewhere to sue, through our Chapter entry-book, for positions with those of the contingent who have hung out their shingles in New York streets. For so your multitudes of subscribers will read in your issue of to-day, on page 103, under the heading of "New York Chapter A. I. A."

But truth is more modest than fancy. I find, by a carbon duplicate of the type-written copy sent you, that the statement it contains corresponds with the entries in said book—viz, not that there have been, as you lavishly proclaim, nearly a million, but less than a thousand—just nine hundred and thirty-five (935) such applicants—and; at that, not many of these, even when from Boston, immediately successful in their search. New York can stand a good deal, but pray don't unload the whole of Boston on us.

Your brief sketch of the professional life of one of our architectural worthies, who has just joined the majority, gives a false impression as to the Brooklyn Park. Mr. Frederick Law Olmsted was equally associated with Mr. Vaux in carrying out that Park, but Mr. Vaux himself designed its main features, substantially as they now exist, before Mr. Olmsted's connection with it. Mr. Withers was associated with Mr. Vaux, in his architectural practice, long before the formal disconnection of Olmsted and Vaux in landscape design.

Yours truly, A. J. BLOOR.

[The "copy" from which our compositor worked exonerates him and the proof-reader from the charge of inexcusable stupidity.—EDS. AMERICAN ARCHITECT.]

DANGEROUS BOILERS.

BOSTON, MASS., November 21, 1895.

TO THE EDITORS OF THE AMERICAN ARCHITECT:—

Dear Sirs,—During the past few months many lives and much property have been destroyed by the explosion of fire-tube steam-boilers, thirty-one being bodies removed from the ruins of one school-house that was destroyed by fire, and at another school-house several

children narrowly escaping with their lives during the burning of the building.

It is my opinion that school-houses and all other public buildings should be made according to the best Boston Building Law for a first-class building; that all dangerous steam-boilers be removed from under school-houses and other public buildings, and no more dangerous heating-apparatus be placed under public buildings; that all public buildings be built and improved, to be according to the best modes of heating and ventilation, and sanitation, now in use.

It is very near murder, on the part of officials, to endanger the lives of human beings, as has been done to save a few days' work, or, as they speak, "save a few dollars," from being circulated among the people.

Yours respectfully, AURIN F. HILL.



ATLANTA, GA.—Cotton States and International Exposition: September 18 to December 31.

BOSTON, MASS.—Loan Exhibition; Gobelin Tapestries; Japanese Paintings; Line Engravings, Mezzotints and Etchings by Rembrandt; at the Museum of Fine Arts.

Paintings from the Paris Salons of 1895: at the Jordan Art Gallery, 450 Washington St.

Water-colors by Louis K. Hartow: at Williams and Everett's Gallery, 190 Boylston St., until December 9.

Pastels by J. Appleton Brown: at Doll & Richards's Gallery, 2 Park St., until December 11.

Paintings by Wilton Lockwood: at the St. Botolph Club, December 2 to 14.

Ninth Exhibition of Water Color Club: at J. Eastman Chase's Gallery, December 6 to 18.

CHICAGO, ILL.—Eighth Annual Exhibition of Oil-paintings and Sculpture: at the Art Institute, October 22 to December 8.

Paintings by Glasgow and Danish Artists: November 19 to December 22.

Paintings by the Chicago Palette Club and Chicago Art Students League: December 12 to 29.

NEW YORK, N. Y.—Twenty-ninth Semi-annual Exhibition, including Loan Exhibition of Early American Paintings, Old English Paintings, and the Cullum Collection of Classic Sculptures: at the Metropolitan Museum of Art.

Flowers in Water-color, by Paul de Longpré, also, Butterflies of all Nations: at the American Art Galleries, Madison Square South, opened November 28.

Drawings by George du Maurier: at Wunderlich & Co.'s Gallery, 808 Broadway, November 23 to December 21.

Pictures by Walter L. Palmer: at the Avery Galleries, 308 Fifth Ave., December 2 to 14.

PHILADELPHIA, PA.—Autumn Exhibition of the Philadelphia Art Club: opened November 18.

SPRINGFIELD, MASS.—First Annual Exhibition of Society of Springfield Artists: at Rude's Gallery, December 4 to 25.



THE COLLOSEUM.—It seems strange that not until the middle of last century did it occur to any of the successors of Peter to rescue from the desecration of indifference a spot saturated, one may say without hyperbole, with the blood of the martyrs. Everybody knows that earthquake, fire and inundation competed with each other for its destruction. Guiscard's troopers stalled themselves there, and the Frangipani transformed it into a fortress. When less turbulent times supervened it became by tacit consent the common quarry of the more powerful Roman houses. When for a time friendly enough with each other, they held tilt and tourney within it, and then Mystery plays restored for a time its theatrical character. Sixtus V had a scheme for turning it into a woolen manufactory, and another Prince of Peace thought it would serve capitally as a powder magazine. Meanwhile it remained a convenient market-place for the sale of vegetables. But in 1750 an earnest Ligurian monk, Leonardo da Porto Maurizio, came to Rome, craved audience of Benedict XIV, and, obtaining Papal sanction for the new form of devotion known as the Via Crucis, induced the Sovereign Pontiff to consecrate the Colosseum, to celebrate mass there, and to erect a large wooden cross in the very centre of the pagan arena. Ever since the Stations of the Cross, commemorating the journey to Cavalry, have encircled the vast ellipse, and the newcomers, whose rising voices disturbed my reverie, are wandering hither behind a tall, barefooted, bareheaded Franciscan friar, to make the dolorous pilgrimage. All the fine ladies of Rome are there and, heedless of delicate flounce and furbelow, they kneel on the unswept ground at every halt made by the rosary-girdled monk, and bow their heads in audible lamentation. Then, when the long, sad service is completed, he rebukes them for their transgressions and invites them to a holier life. That much I can make out from where I sit, in sympathetic contemplation of the scene, though no small part of his exhortation reaches me but in fitful vowel sounds, musical, but somewhat vague in meaning. Before they have come to a close a blare of trumpets tells me that a body of French zouaves is coming along the Via San Greg-

orio, between the Palatine and Cælian Hills, on their way back to barracks from the exercising ground that lies beyond the tomb of Caius Cestus and Shelley's burial place.

The insolence of alien drum,
Vexing the bright blue air,
To smite a people's anguish dumb,
Or speed a rash despair,
That once had wrong
That prophet tongue
To challenge force and cheer the slave,
Rolls unrebuked around his grave.

—Fortnightly Review.

GUM FLOORING.—There never was a time in which a hard, smooth, durable flooring was so much in demand as in recent years. A competition has sprung up between the different hardwoods adapted to flooring. Yellow pine, though not deemed in the category of hardwoods, is sufficiently hard to make substantial flooring, and when quarter-sawn cannot be beaten for durability. Rock or sugar maple has come to the front as an admirable flooring material, and for smoothness and solidity is thought by many to exceed anything in use. Oak is largely used for fine floors, especially those which are to be covered with rugs instead of carpets. Pacific coast fir is to become an important competitor of the other woods in the flooring line. There is another wood that is making little stir, and is not obtrusive, neither are its praises much sounded abroad. We mention gum with confidence, but fully aware that some will sneer at the name. Yet gum flooring is making headway, and a larger quantity of it is being manufactured and going into use than many are aware. Gum, or hazel as it is called in some portions of Missouri and Arkansas, is a wood eminently adapted to a smooth, solid and durable flooring. The genuine red gum of the lower Mississippi bottoms runs well to heart wood, and is less liable to warp than the white gum which abounds farther north. When sawed into narrow strips, rightly piled and dried, it is handled without much trouble from warping. George Prentiss told how it could be done in the last issue of the *Lumberman*. There is apparently no reason in the world why gum should not be extensively utilized for flooring. It presents a rich color-tone, and is susceptible of high polish, if that is desired. It can be used plain or quarter-sawn. Mr. Prentiss prefers the plain sawed strips for flooring. The whole log can be converted into flooring, as it runs largely clear of knots or other defects. When plain-sawn, both heart and sap can be used for flooring. In price it can compete with any wood extant. —*Northwestern Lumberman*.

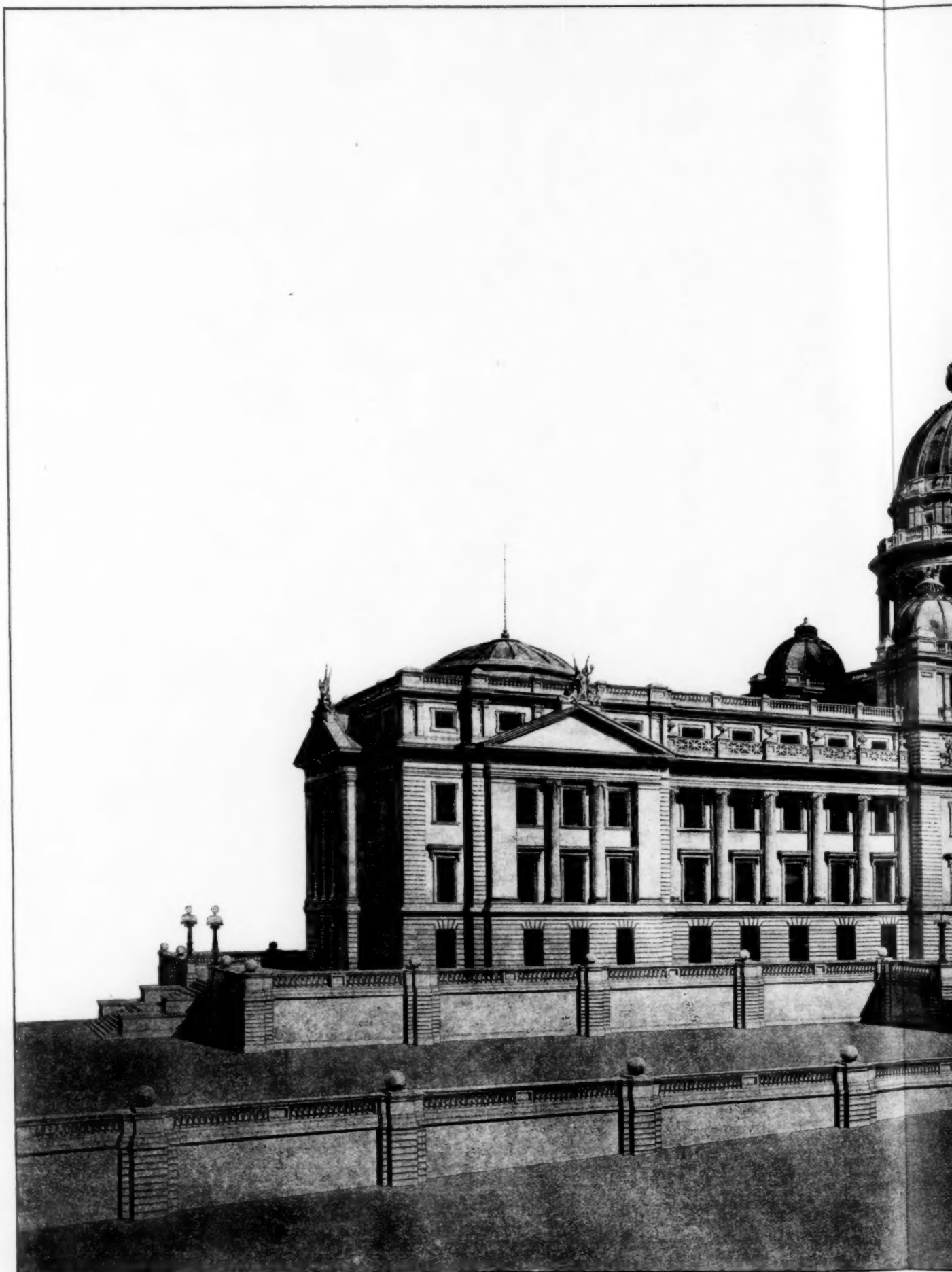
THE FOREIGN POPULATION OF PARIS.—It is stated on the authority of *Le Siècle*, that there is no chief city in Europe which contains such a large proportion of foreigners as Paris. In London there are 95,000 foreigners; in St. Petersburg there are 23,000, or 24 to every 1,000 inhabitants; in Vienna 35,000, or 22 per 1,000; in Berlin, 18,000 or 11 per 1,000. These proportions are small in comparison with Paris, where there are 181,000 foreigners, or 75 per 1,000, to which number must be added 47,000 naturalized French subjects. In Paris there are 26,833 Germans, and in Berlin there are only 397 French people. The nationalities chiefly represented in Paris—after the German—are Belgians (45,000), Swiss (26,000), and Italian 21,000; English (13,000), and Russian 9,000. The number of aliens is rapidly increasing in Paris. In 1883 the number was estimated at 47,000; in 1881 this number had increased to 53,000; in 1876 it amounted to 119,000, and in 1891 to 181,000. Of these foreigners 8,000 only are persons of independent means; 20,000 are in business on their own account, or heads of commercial houses; 16,000 are employes; 57,500 workpeople; 17,000 domestics, and 62,000 are composed of women or children engaged in no business or profession. As a general rule, foreign competition is less keen in the occupations engaged in by women than in those by men, always excepting the occupations of domestic servants and governesses.

A CANARD WITH WINGS.—A Yankee farmer in Brazil who longed for the cooling liquids of his native land, and was unable to obtain them in that tropical country, has utilized a kite for the purpose of obtaining ice. The enterprising grandson of Britannia fills a tin can with water and sends it to the height of three miles, where it is promptly frozen. After a sufficient interval, the kite is rapidly hauled in and the cake of ice secured. The inventor is so pleased with his toy that he now proposes to send up a kite 150 feet long by a steel wire cable. Under the kite will be suspended a pulley, over which runs an endless chain bearing cans attached to hooks. The cans will be filled with water, and the speed of the belt upon which they run will be regulated so that the topmost cans will be converted into ice sufficiently hard to stand the downward journey. This is certainly the most original ice machine of which we have ever heard. We have the authority of the *South American Journal* for this kite flying.

WOLSEY'S GOLD KNOCKER.—James Payne says that at Otford, in Kent, there was formerly a palace of the archbishops of Canterbury, in which Wolsey is said to have held his court. "It was but a small place and is now a farmhouse, picturesque enough, but exhibiting no special signs of prosperity. The other day, however, this little incident happened: The farmer sent for a carpenter to do some odd jobs about the house, and among other things to mend the knocker. The man took it off and said, after a close examination of it: 'Do you know what this knocker is made of?' 'Why, brass, I suppose.' 'No; it is pure gold.' And it was. Think of the years that that rich prize has hung at the mercy of every tramp!" —*Boston Transcript*.

MORE GERMAN THOROUGHNESS!—A portion of the newly constructed Schwantaler Passage, Munich, collapsed November 5, with a dreadful crash, burying fifteen workmen under the ruins. Five were taken out dead and six dying, and the others were still under the debris. —*Exchange*.





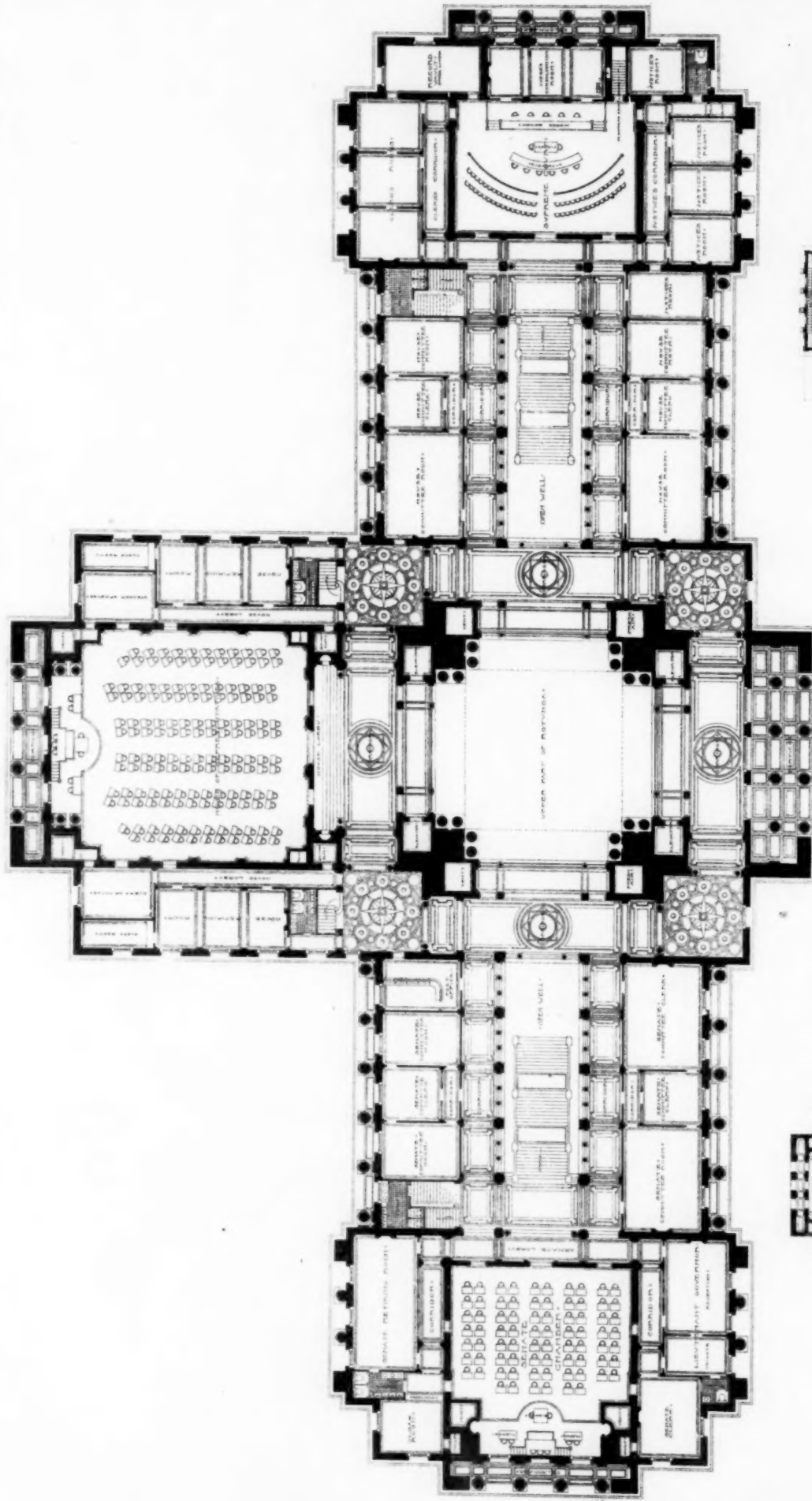
SECOND PRIZE DESIGN FOR THE MINNESOTA STATE-HOUSE

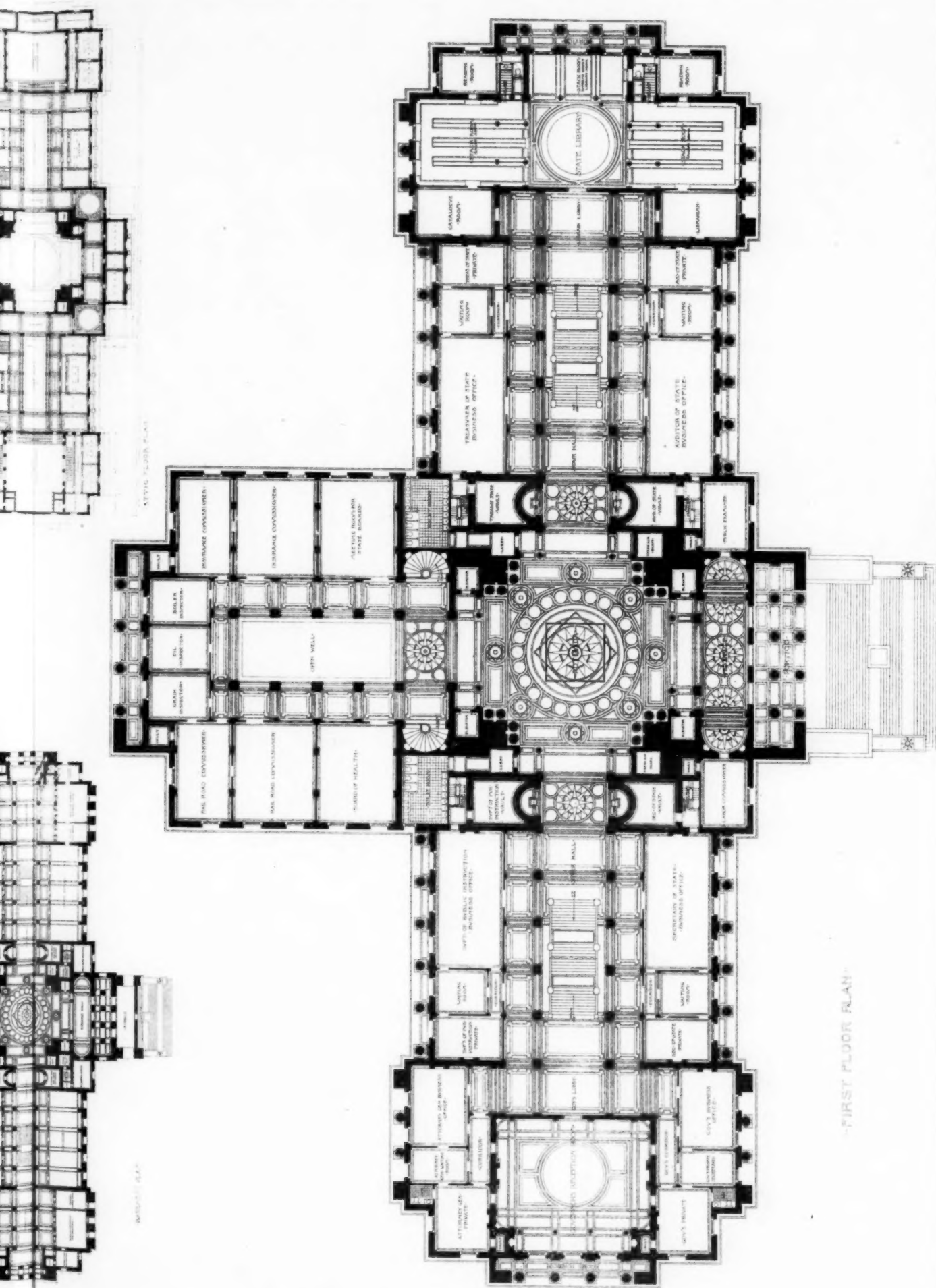
GEORGE R. MANN, A.



STATE-HOUSE, SUBMITTED IN THE SECOND COMPETITION.
R. MANN, ARCHITECT.

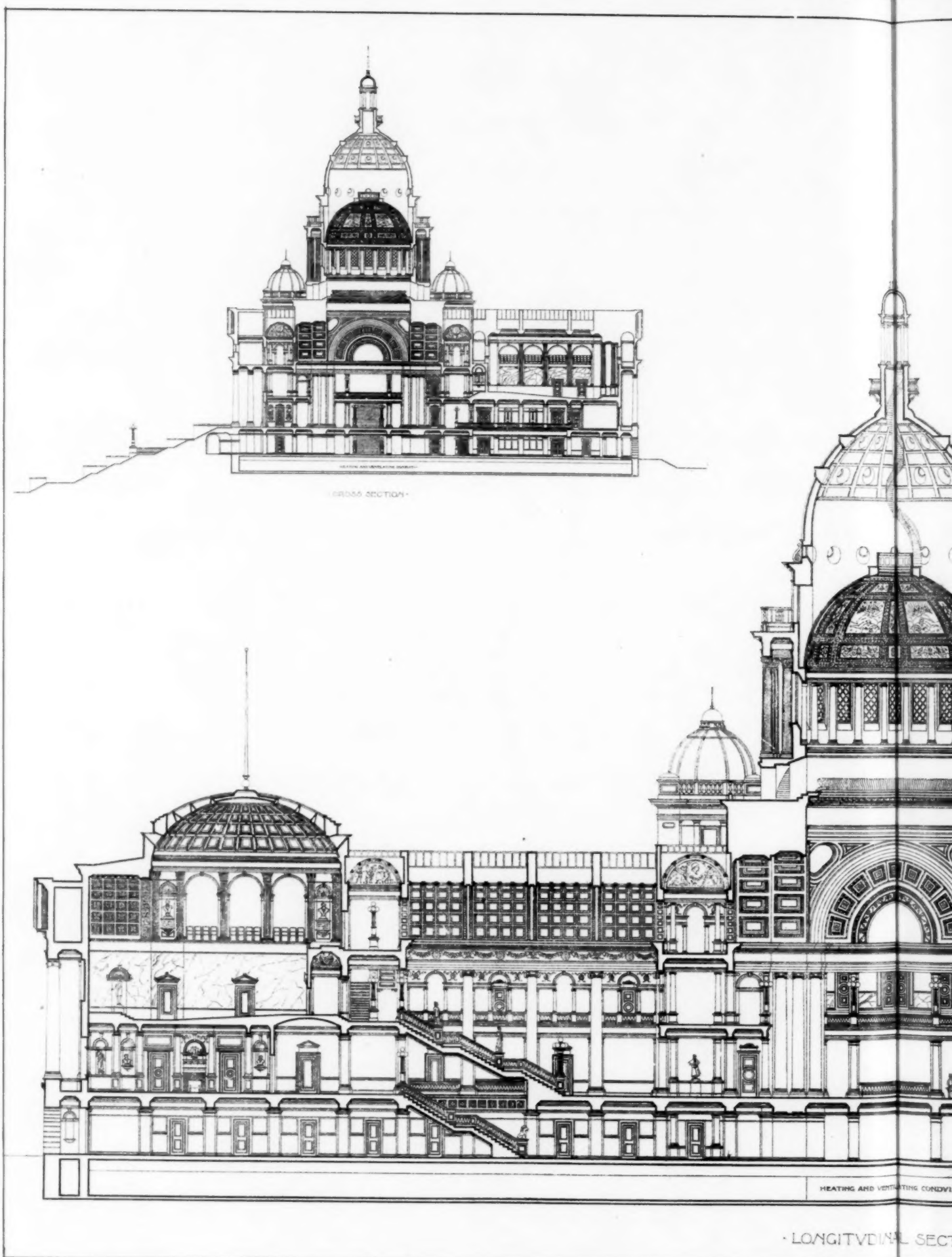
HELIOGRAPH PRINTING CO. BOSTON





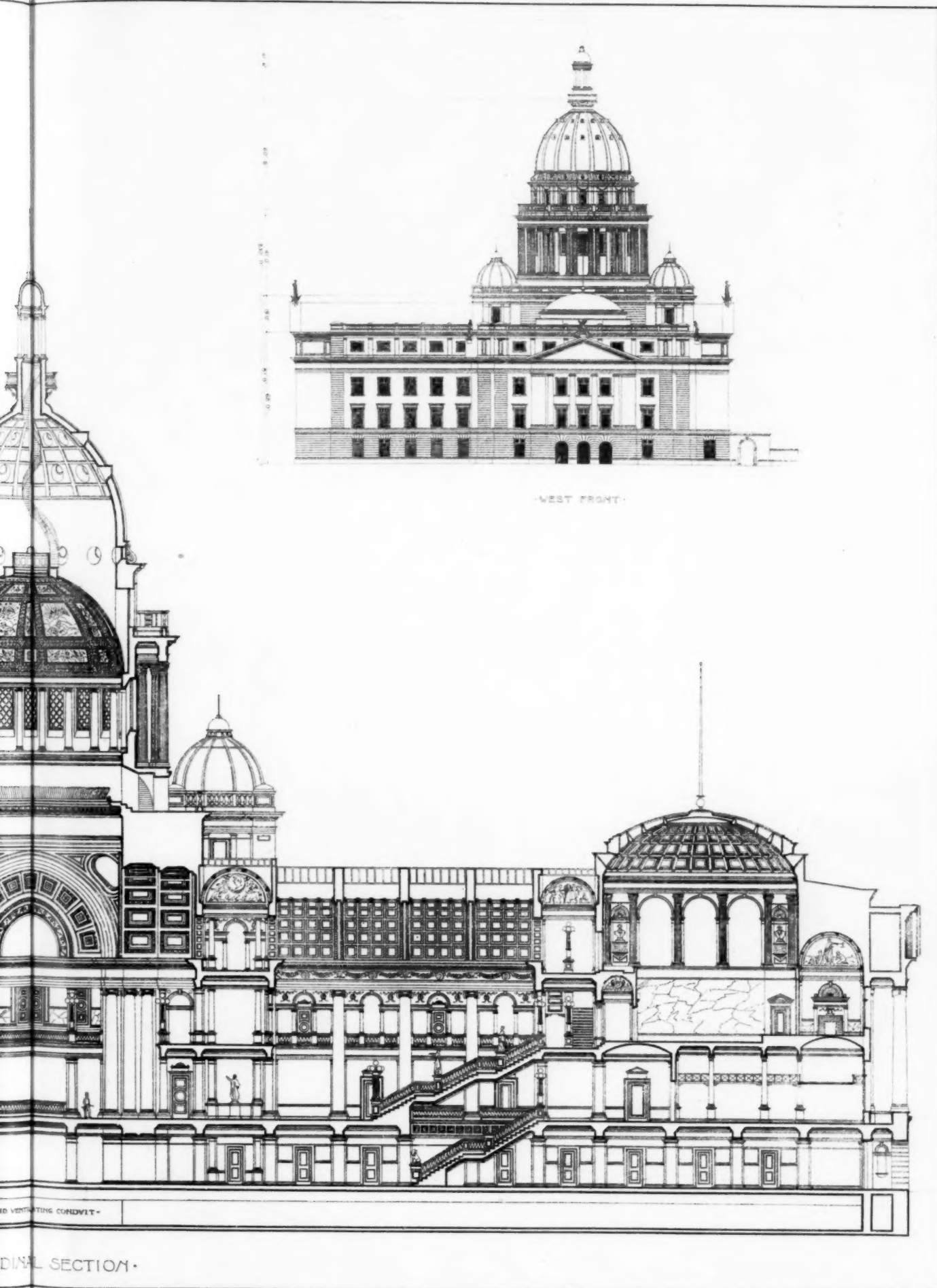
SECOND PRIZE DESIGN FOR THE MINNESOTA STATE-HOUSE, SUBMITTED IN THE SECOND COMPETITION.

GEORGE R. MANN, ARCHITECT.



SECOND PRIZE DESIGN FOR THE MINNESOTA STATE HOUSE

GEORGE R. MANN, ARCHT



STATE HOUSE, SUBMITTED IN THE SECOND COMPETITION.
J. MANN, ARCHITECT.

HELIOTYPE PRINTING CO. BOSTON