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THE Fine-Arts Federation presented lately to the Greater New York Commission a draft of a provision for a Fine-art Commission for the new metropolis, to have charge of all fine-art matters within the province of the municipal government, to the extent that the approval of the Commission shall be necessary for the execution, by or on behalf of the city, of buildings, monuments, statues, fountains, mural decorations and other works of art, or the acceptance by the city of similar works, or the removal of existing works from one position to another. The Commission, according to the draft, is to be composed of the Mayor, the President of the Metropolitan Museum of Art, the President of the New York Public Library, the President of the Brooklyn Institute of Arts and Sciences, all *ex-officio*, and six unofficial members, including one architect, one painter, and one sculptor, and three citizens not members of any profession concerned with the fine-arts, all appointed by the Mayor, out of a list of persons to be furnished by the Fine-Arts Federation, not less in number than three times the number of vacancies to be filled, and holding office for three years. Besides this, the draft provides that the head of each of the city departments shall act *ex-officio* as a member of the Commission in considering works connected with his department. The draft was presented on behalf of the Fine-Arts Federation, by Mr. Elihu Root and Mr. Austin Fox, and will, of course, receive due consideration from the authorities.

WHILE there is no doubt of the utility of the proposed plan, which provides in a better way the safeguards against the disfigurement of the city which have been found so valuable in an imperfect form under the present statute, it seems to us that it is not nearly so efficient as the circumstances require, or as the people of the city would approve. To put it briefly, it provides, in a commission of eleven members, only one member who really understands the subject on which the Commission has to act. Let us imagine that the plans for a new building are under consideration, and that the full Commission is assembled for the purpose. Among the number is one architect; that is, one man who can read a plan with facility, who knows how buildings of the given sort have been planned in other parts of the world, what have been found to be the requirements in the way of lighting, isolation of certain rooms from the noise of the streets, accessory rooms, and so on. All the other members, will, unless under extraor-

dinary circumstances, be densely ignorant on all these points, their knowledge of architecture consisting, at most, in a certain taste in regard to elevations, possessed by a few of them. On the part of the Mayor, presumably, and of the head of the city department, probably, the proceedings will be directed, so far as possible, toward "harmonizing" some political discord through the agency of the "plums" which can be made to grow out of the business in hand; the Presidents of the Public Library and the Brooklyn Institute, both of whom will owe their positions much more to their ability in the management of property, and their capacity for keeping on good terms with everybody, than to their convictions on the subject of fine-arts, will find out how the Mayor is going to vote, and prepare to agree with him; the painter and the sculptor will set their hearts on the plans which promise the largest opportunity for painted and carved decoration, respectively, while the President of the Metropolitan Museum and the three other amateurs, will, at best, devote themselves to *a priori* theorizing about how such buildings ought to be arranged, without pretending to know anything about how they have already been arranged, and what experience has shown to be a good or bad disposition. In the end, the Mayor and the head of the department, being the only members of the Commission who have a clear idea of what they want, and working with a mutual understanding, will easily force the adoption of the scheme that they favor; the Presidents will applaud amiably; the amateurs will, on the whole, think that the decision was, perhaps, a good one; the painter and sculptor will not wish to maintain a choice contrary to those of the distinguished men of the world who have shown a preference; and nobody will take any notice of the architect, whose opinions, if he has any, have already been sufficiently refuted by an adverse majority of ten to one. It is not by such commissions as this that public art is efficiently promoted. If official representation on such a board is necessary, which we willingly concede, the number of practising members in each branch of fine-art should be large enough to afford an expert jury, to whom the preliminary examination of the work to be passed upon should be confided. If advisable, one or two laymen might be joined to this jury, but the professional members should be in considerable majority. After the jury had read its report, which should be a matter of public record, the full Commission might properly act upon the matter. It need not be obligatory upon the Commission to adopt the report of the jury, if the municipal officials, or men of affairs, thought best to do otherwise; but, under such an arrangement as this, the Commission would have to show good reason for rejecting the choice of the jury, and its censorship would be saved from degenerating into a mere engine for deceiving artists and the public.

BOSTON is to have, in the spring, probably early in April, an Arts and Crafts Exhibition, including objects of almost every kind of manufacture into which the artistic element enters, such as stained glass, pottery, wall-papers, carpets, draperies, wood and stone carving, lamps, gas-fixtures, and brass and iron metalwork, silverware, jewelry and so on. The Advisory Board includes Mr. Charles A. Cummings as President; General Charles G. Loring, Dr. William Sturgis Bigelow, and Messrs. Denman W. Ross, A. W. Longfellow, Jr., Ross Turner, C. Howard Walker, R. C. Sturgis and Sylvester Baxter. Mr. Henry Lewis Johnson, 185 Franklin Street, Boston, has been appointed Manager of the exhibition, and will furnish detailed information and supply entry-blanks, and it is much to be hoped that the number of contributors will be large. Boston already possesses, or enjoys the use of, in the way of loans, in its Art Museum, a collection of laces, embroideries, and textile fabrics which is almost unrivalled on this side of the Atlantic, and its first Arts and Crafts Exhibition ought to show the influence of such a collection upon public taste.

WE observed, some time ago, that the improvements which are so rapidly being made in American methods of building must sooner or later tell in the statistics of fire-losses. In 1895, notwithstanding the vast amount of building during the year, the losses by fire were, if we recollect rightly, somewhat less than the year before, but during the year 1896 the improvement was far more marked, the losses by fire aggregating, it is thought, at least seven million dollars less than the

average for several preceding years. Of course, this seven million dollars is absolutely, perhaps permanently, saved. To put it in another way, the community, putting its hand in its pocket on the first day of January, 1897, finds there seven million dollars more than it expected. This is a legitimate subject for rejoicing, and, in order that the same pleasant surprise may be repeated hereafter, it is worth while to inquire into the reasons for the change. Until detailed returns have been made up by the insurance companies, only very general conclusions can be formed, but the fact that the Eastern States, where improvement in building methods has been most general, show a greater saving than the West, points to a connection between the two things. Another indication is to be found in the statement that the four most destructive fires which occurred in New York during the last four months of 1895 caused an aggregate loss of over thirteen hundred thousand dollars, while the aggregate loss in the four most destructive fires of the first four months of 1896 was only eight hundred and thirty thousand dollars. The officers of insurance companies are said to attribute the improvement in part to the active prosecution during the year of persons guilty of incendiarism; but the people who rob insurance companies in this way operate on a comparatively small scale, and the influence on the general result can hardly have been important. However, it is noticeable that, although periods of business depression and uncertainty usually show an increase in fires of suspicious origin, the past year has been unusually free from them.

ANOTHER of the delightful revelations which are continually being made in regard to public buildings in this country is entertaining the tax-payers of New Jersey. A few days ago, while preparations were being made for the assembling of the State Legislature, it was discovered that certain columns behind the Speaker's desk in the Assembly Chamber, which were supposed to be of white marble, were really sticks of pine wood, plastered over to look like marble, and fitted with real marble bases. These columns support an arch, which was also supposed to be of marble, but, under the circumstances, seems likely to be really of something else, as a pine timber would hardly carry a marble arch very long. About two years ago a somewhat similar discovery was made, but, when an attempt was made to hold some one responsible for what looked like a fraud on the State, the specifications, on which the contract for the building was based, were not to be found. They should have been on file in the State Department, but all that could be learned about them was that they had been lent to a former Governor, who had since died, and all trace of them had disappeared. In the case of the columns in the Assembly Chamber, it is believed that the specifications required white marble, but, in the absence of the document itself, no one appears to be able to say so positively.

ARCHITECTS and builders who keep out of the mire of public work will at once ask the question whether the architects of state-houses make only one copy of their specifications; or, if they are contented with this, whether they have no memorandum, or recollection, to show whether they called in them for marble columns or pine logs. An architect who devoted himself to private work would have very few commissions if he kept no copy of his contracts, or if his supervision was such that he could not tell whether his columns and arches were made of stone or wood, and it is, to put it plainly, a disgrace that building-work for the public, the innocent and patient public, should be carried on with the stupid incapacity, to call it by no worse name, which seems to be the rule. Our large cities are beginning to take steps toward securing honest and competent professional service, and there are signs that the United States Government is disposed to do the same, but building work for States is, with a few exceptions, still left to wallow in the loathsome slough of favoritism, inefficiency, extravagance and dishonesty, from which it seems to be nobody's business to try to lift it.

THE plans of the Rapid Transit Commissioners for the new underground railway in New York are at last settled, and the tedious process of getting the route approved by the various official boards, and securing right of way from property-owners, will begin at once. As now planned, the line will have four tracks, and will begin at the City-hall Park, with a loop encircling the Post-office, extending thence under Park Row to Centre Street, then nearly in a straight line through

Lafayette Place, Fourth and Park Avenues to the Grand Central Station at Forty-second Street; thence running westerly under Forty-second Street to Broadway, and up Broadway, to One Hundred and Third Street, where the road will divide, one branch continuing northerly to the city limits, while the other is to turn easterly, crossing the Central Park, terminating at the corner of One Hundred and Tenth Street and Lexington Avenue. The estimated cost of the road is thirty million dollars. It is, presumably, not expected that it will ever pay interest on its cost, in competition with the surface and elevated lines, but there can be no doubt of its convenience to the public. Every one will regret that the main line could not have been carried under Broadway, instead of Centre Street, but the objections to the Broadway route seem to be insurmountable, and the Transit Commissioners were forbidden by the courts even to consider it. As the contemplated line is twenty-seven miles long, and, if it is extended to the Battery, as is probable, will almost touch the water-front there and at the two upper terminals, the suggestion naturally presents itself that lines of fast steamboats, like those on the Thames, or the *mouches* on the Seine, running down the Hudson River, or through the Harlem on the east side of the city, might become a popular means of conveyance. Passengers from the Jersey ferries could reach Harlem or the annexed district much more quickly by a swift boat, touching at the ferry-slips, and making landings every half mile above Forty-second Street, than by walking or driving to Centre Street and taking the underground road; and their baggage, if they had any, could go with them at a trifling expense; and, as the city extends northward along the rivers, such boats would become more and more desirable for summer travelling.

M. DAUMET, in *L'Architecture*, and M. Charles Lucas, in *La Construction Moderne*, give interesting accounts of the late Ludovic-François Douillard, who died on the sixth of December last, after a career peculiarly French, in the best sense. Ludovic Douillard was one of a large family, children of an architect of note in the city of Nantes. The family was a particularly happy and united one, even for France. Three of the sons entered the School of Fine-Arts. Ludovic, who was the eldest, matriculated in 1842. Lucien entered the same course a little later; a third soon took the course in painting, while a fourth entered the School of Medicine. Ludovic distinguished himself greatly in the School of Fine-Arts, and, in 1851, he and his brother Lucien both carried off second prizes in the competition for the Prix de Rome. After this, both brothers devoted themselves to practical studies, in preparation for the active pursuit of their profession. During their residence in Paris, the four brothers lived together, under the care of Ludovic, and the rooms of "the Douillards" were the scene of many happy assemblages of young men, like themselves, able, earnest and enthusiastic. From his early years, Ludovic had been interested in religious matters, and, although he formed a professional partnership with his brother, which continued without interruption for nearly forty years, he followed a course in theology, and, in 1867, was ordained priest. Although he never undertook the care of a parish, ranking in the priesthood simply as "l'abbé Douillard," he made himself of great use to his church through his professional skill, arranging plans for convents and other ecclesiastical buildings. Notwithstanding his devotion to his sacred studies, he still continued to be regarded as an active member of the profession. He was elected, in 1873, to the Société Centrale, and, two years later, was made a member of the jury of the School of Fine-Arts. At the same period, he resumed the work of teaching which he had undertaken before his ordination, and opened a new atelier for pupils, which became very popular among the foreign students of the School, partly on account of the familiarity of its accomplished director with various languages. On the death, in 1888, of his brother, to whom he was very much attached, his health declined. His atelier was transferred to other hands, and is now the noted Atelier Deglane, and he withdrew from active practice, to devote himself to his theological pursuits. He was, however, often seen, dressed in his ecclesiastical cassock, but wearing a long beard, in the library of the School of Fine-Arts, where, as M. Lucas says, the students probably imagined him to be some missionary priest on his travels, little thinking that he was one of the ablest architects, both as an artist and a constructor, who had ever received honor from the School.

ESTIMATING ON BILLS OF QUANTITIES.

THE OWNER PAYS WHETHER A CONTRACT BE LET OR NOT.

Huers' House,¹ New Quay, Cornwall, Eng. Built 1635.

IF a national system of estimating on bills of quantities, or some equivalent, be recognized by leading architects and contractors, this matter will adjust itself. If architects point out the necessity for quantities and contractors decline to estimate without them there will be no difficulty, but we cannot expect this at the outset, although if once adopted, it will eventually come to this. One point for the owners' advantage is that they pay for no more material than their buildings require, and in cases of changes or variations in contracts they can easily know definitely beforehand what the cost of such changes will be.

The architect would have in his possession the builder's original bill of quantities, priced in detail, *each item*, this document having been sealed up and handed to him by the contractor when signing the contract, the practice being that it should only be opened in the presence of the contractor and immediately sealed again.

The quantity surveyor having prepared what is known as a "Variation" Bill of Quantities, the items would be valued at the original contract prices, and the cost of such contemplated changes would immediately become known.

A certain class of contractors are ever ready in these days to have changes made—originate them, if they can—knowing that, as a rule, an owner would prefer to pay a good price rather than go to law, when the bill for "extras" comes in. Such men make more money out of the changes, perhaps, than out of the original contract; but by the Quantity System the owner is protected, and his changes are paid for at "competition" prices, the same as the balance of the contract, and this is an advantage to the owner and a saving of some trouble to the architect. And here is another point: Is it fair to the architect that he should have to measure and value variations in contracts, and have his time taken up in settling disputes with contractors? This work might well be relegated to surveyors whose special business it is, and who would give it special attention, and experience has taught me that it would be to an owner's and to an architect's advantage to have their extras and omissions accounts settled in this way.

But, to return, if quantities be furnished, I believe lower bids would be received from the competent and honest contractor; the incompetent and irresponsible ones would immediately recognize from the very wording of the quantities that they would have to "toe the line" or not bid at all. What the "quantities" say would control the character of the work done. Good work would be easier to obtain because everything would be plainly stated in black and white, and by sketches where necessary, and, can it be denied, that this would benefit the owner and make the architect's work run more smoothly?

Again, the estimate is more accurate, and so there is less inducement for a contractor to withdraw a bid, or to scamp his work.

All such points as I illustrate are benefits to the owner. I think the owners would see the advantages if put before them fairly. I once heard it remarked by perhaps the cleverest quantity surveyor in his time (H. P. Foster, of the Adelphi, London), that a correct estimate is first cousin to a correct design, and I believe he was right, for when an owner wants an estimate he wants a correct one (assuming he is honest), and the design and its cost are closely related, if both are correct.

Now a correct estimate without correct quantities is an absolute impossibility. Contractors cannot reasonably be expected to make such quantities; they may get something on paper, but such work would oftentimes fall very short of accuracy. As it is now, owners are usually none the wiser; but that does not justify a continuance of the practice.

It is unreasonable to expect accurate quantities of all trades from

¹ Huers are watchmen who look out for pilchards, and by voice and speaking-trumpet direct the fishermen even when their boats are at a great distance from the shore.

a contractor, unless he has had training essential to such work, and so the owner, if only for his own personal interests, should come out and say plainly: "I want so much work done, what will it cost?"

The combination of trades called the building business is entirely different from any other business. There is no other business like it, or that calls for such a diversity of craftsmen as it does, and its complexity, where "estimating" is concerned, is not to be found elsewhere, so far as I know; and so, when an owner says, "What will my building cost?" without giving particulars of how much he wants put into it, he is asking a great deal, although it is quite possible that this never occurs to him. But he should be told, and moreover should bear some of the responsibility by stating, as I say, how much of each material he wants used, without throwing all the onus upon the contractor, for this is no more the contractor's duty than it is the architect's.

An owner may decline to build on receiving bids, upon any pretence; he may in his heart never have intended to build at all, unless he saw a chance of getting two dollars of a builder's money for one of his own, and yet he now gets his estimate for *nothing*. This does really seem absurd. An owner pays (or should pay) his architect for what work he may do, and if owners can be made to see the advantages to themselves of the quantity system, they should be willing to pay for the quantities also. Such a practice, when the justice of it became understood, would not prevent honest owners from building, but it might deter the "grasping" owner (the man who imagines the architect's special duty is to help him to rob the builder); it might deter these men from defrauding builders out of their time and experience, as is often the case under present conditions.

If an owner obtains bids in competition, I maintain that he does get information which is necessary and of value to him, or he would not try to get it. The fact that he himself has not sufficient means (or is otherwise unable) to put up his building, is no justification for not accepting his proper share of the responsibility, and this share is to pay for the quantities, if the builders are willing to give their time and experience in figuring them out. Surely that is sufficient for them to give.

Let me add a word about the English practice.

The Courts recognize this fact: that when an owner instructs an architect to obtain estimates from contractors, the architect, as the owner's agent, has an implied authority to employ a quantity surveyor to prepare bills of quantities, for the reason that without these it is impossible to obtain a proper estimate. Such is the "custom" of the architectural profession. I have in my practice had cases where an owner did not want to pay my fees because he did not build, but in view of the many precedents established by the Courts there was never any difficulty in successfully establishing my claims.

Quantities are a necessity. Without them, the best firms of English contractors always refuse to bid. It is, in fact, quite the exception for them to be asked to do so, and then it would be for small jobs only. I will not be positive, but I believe one of the rules of the Master Builders' Association of Great Britain is, that members are not to submit bids unless owners furnish quantities. You would not see these men wasting their time "figuring," as builders do here, or as I have seen them doing the last six years, yet I firmly believe these very men would be the first to realize the immense advantage the system would be to themselves, if the subject were only properly ventilated by the Institutes of Architects and the Builders' Exchanges of this great country.

G. ALEXANDER WRIGHT.

PETERBOROUGH CATHEDRAL.

THE proposed rebuilding of the west front of Peterborough Cathedral is being vigorously, but it seems ineffectually, fought by all really interested in mediæval art in England, and especially by the Society of Antiquaries and the Society for the Preservation of Ancient Buildings (familiarly known as the "Anti-Scrape"), into which Mr. William Morris, when alive, threw so much of his splendid vigor and vitality. This is an extract from a private letter to a friend in New York from one of the prominent members of the Society, himself a practical architect:

"The front . . . has become insecure: clergy and architects (R. A.'s) are going to take it down and what they call rebuild it; fancy, rebuild a work of Romantic art! . . . Others (we) say, surely all the science of England and America is equal to keeping it intact; and show how it may be done by taking out the backing, bit by bit, and rebuilding in strong material in cement. But no, clergyman's honor and fashionable architect's reputation have become involved, and all will be made 'legal' by killing it dead . . . And this sixty years after Hugo wrote the Notre Dame chapter on 'leprosy' and 'men of art'!"

Parts of our friend's letter are too warm in their indignation to be quoted here . . . But one need not be a member of the "Anti-Scrape" to feel indignant at the proposed deed. The present writer recalls, with a kind of melancholy pleasure, a conversation with the great sculptor Rodin on the subject, when he warmed up to one of his flights of passionate fervor, all the more precious for the sweet, quiet modesty of his habitual demeanor. We were speaking of Chartres, and of the incomparable surface treatment, the impassioned touch of the mediæval artists, which Rodin feels so deeply for reasons that all lovers of his art will understand. Somehow the talk drifted on to restorations and his tone changed from reverence

to scorn; first ironical, then indignant, as he remembered the restorations he had seen and the difference between before and after. "It cannot be done; let them crumble; they will, at least, have kept the spirit." Surely his testimony, his opinion, is worth taking if any one's.

It seems incredible that "we should still be there"; that the matter is not decided, once and for all, long ago, after all the sad experience of the period of restoration. One need not be a Rodin to see that restoration means murder in the first degree, a deliberate killing of the spiritual inheritance of an age when spirituality was so pervasive as to be almost matter-of-fact. Have we so much of it now that we can afford to forego what remains to us of it? And it should be remembered, too, that these people did not read or write. Much that now goes into private letters (or remonstrant paragraphs in architectural and other journals) then was put by these sculptor-masons into the task assigned them: indignation, longing, love, despair, tenacity of purpose, satire, dreams of the millennium — all chastened, and yet intensified by the art expression that had to be found for them. Can the ignorance and caprice of a body of clergy have the right to deprive the world of this? The west front of Peterborough is all the more valuable to us that it is one of the few English fronts where the romantic spirit finds adequate expression. The English master-builders were not, as we all know, happy in their fronts, which may be interesting in detail, but which are seldom impressive as creations. But Peterborough, though not perfect, as Rhims and Amiens are perfect — Peterborough, with its three imposing tall arches and quaint sculptured gables, with its virginal freshness of early Gothic and its depth and charm of shadow — Peterborough retains all the British originality of style with that warm, full, living impressiveness, which is not national, but mediæval, and not impressive only, but loveable.

CECILIA WAERN.

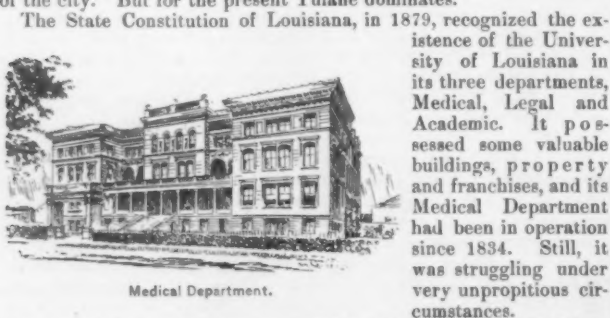


A SOUTHERN UNIVERSITY CITY. — TULANE UNIVERSITY. — ITS ADJUNCTS. — UNSCHOLASTIC ARCHITECTURE.

NEW ORLEANS presents many surprises to its visitors, but probably none are greater than that caused by her disclosing herself as a "University town." Theoretically, the sites for great universities are selected in healthy localities.

Likewise, theoretically, New Orleans is not a healthy locality. Nevertheless, by the setting aside of one or the other of these theories, the city has been selected as the seat of some very important educational institutions.

This phase of the city's character is now more obvious to the visitor than formerly, by reason of the fact that the buildings erected for the purposes of Tulane University exist, not in one limited section of the city, but in widely separated localities. Not to say, however, that Tulane University alone constitutes the city a University town. There are colleges and a university designed for the education of the colored race, which make some impression upon the architecture of the city. But for the present Tulane dominates.



Medical Department.

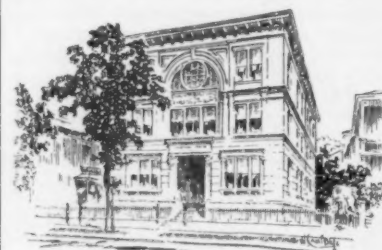
In 1882, Mr. Paul Tulane gave all his real estate in New Orleans, valued at \$363,000, to seventeen gentlemen, named by him as administrators, for the establishment of an educational institution in

the city. He made further donations towards the same object, until they aggregated \$1,050,000. It was decided by the administrators of this fund that by assuming control of the University of Louisiana, and augmenting its property and franchises, a great university might be built up. Accordingly, in 1884, a contract was entered into with the State, by which this could be accomplished. Tulane University of Louisiana was thereby created and opened. It included Tulane College, the University Department of Philosophy, the Law and Medical Departments, and Tulane High School.

Subsequently, the H. Sophie Newcomb Memorial College for young women was added to it, through the munificence of Mrs. J. Warren Newcomb.

In 1894, the High School and Tulane College passed out of existence. The occasion of this was the purchase of property on St. Charles Avenue opposite Audubon Park, having a frontage of 582 feet on the avenue and a depth of 1,200 feet in narrowing lines towards the rear of the city; and the erection thereon of buildings

for the College of Arts and Sciences and the College of Technology, (physical, chemical and engineering laboratories, and workshops). The Law Department was left to its former existence upon University Place, and the H. Sophie Newcomb College, upon Camp, Chestnut and Sixth Streets. About the same time the Medical Department

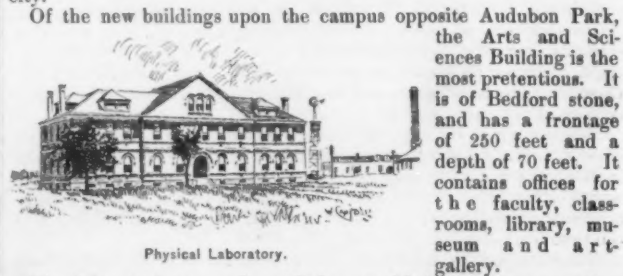


Josephine Louise House.

occupied its new building upon Canal Street, within easy reach of the Charity Hospital.

Thus with its four several buildings or groups of buildings, occupying four separate "coigns of vantage" in the city, with its six schools to serve as preparatory feeders, and with accommodations provided for 956 students, it is no exaggeration to say that Tulane University makes sufficient impression upon the community for it to become obvious even to the casual visitor, even though it must be admitted that none of its buildings, new or old, present any features of scholastic architecture.

The Law Department occupies the edifice, once the College proper, erected about 1850, at a time when Classical columns were much in vogue, and it was scarcely realized in the South that the highest principle of art is truth — hence a stuccoed front in the imitation of cut-stone. The building for the Medical Department is the gift of the estate of a famous local medical practitioner and professor: it likewise has the misfortune to be stuccoed. Recent additions to the H. Sophie Newcomb College are the Art Building, the Josephine Louise House (dormitory) and the Chapel. The Art Building has good architectural features, but it is so hidden by foliage that these features are lost to view. The Chapel is a gem of a building, designed by a clergyman in this city.

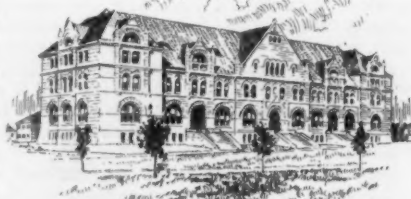


Physical Laboratory.

The laboratories are of mottled pressed-brick, with stone trimmings. Upon the planning of the physical laboratory great care was expended and it is supposed to embody the most advanced and



Chapel of H. Sophie Newcomb Memorial College.



Arts and Sciences Building.

recent ideas in regard to buildings for this purpose. In its construction, the use of iron has been avoided as far as possible, that there may be no magnetic disturbance in experiments tried therein; and the brick piers, for the support of delicate instruments used in demonstrations, rise from the ground independently of the building,



Engineering Laboratories and Workshops.

one of them to the lecture-room on the second floor. They are thereby unaffected by jarring from floors or otherwise. There are five workshops, equipped for metal-work, pattern-making, carpentry, blacksmithing and foundry work. The College of Technology includes courses in Mechanical Engineering (embracing Electrical Engineering), Chemical Engineering, Civil Engineering and Architectural Engineering. In all these departments the College is young, most of all in the last named. But its facilities are to be rapidly improved, and New Orleans offers such a magnificent field for the development of architectural engineering that we may reasonably hope for good results from this department of Tulane University.

THE OWNERSHIP OF DRAWINGS.

NOTWITHSTANDING the decision of the Courts as to the question of ownership of plans, we find clients still contending for what they regard as their legal right, and the architect as pertinaciously maintaining the usage of the profession in declining to part with documents prepared for his own special use. One would have thought that, after the many disputed cases that have been decided on this question, architects would have shown their appreciation of the old maxim, "Discretion is the better part of valor," by making it a stipulation in their agreements with building owners that all designs and drawings they prepare should be retained by them, in case of the abandonment of the work from any cause. As the "custom" of the profession in this particular matter has been overruled, and the profession have been straightly told by judges of the law that any rules they make among themselves have no binding force beyond their own societies, it seems all the stranger that members should go on incurring the risk of making claims which they cannot maintain. The property in plans, particular rates of commission, the authority of the architect to bind his employer by all acts and orders, as a general agent, and other matters, are points which are continually being brought before courts of law with the presumption that, owing to the uncertainty of the law, the conflicting opinions of judges and juries, what has been decided before may be reversed. And it is in this "glorious uncertainty of the law" that disputants and their advisers try their luck, even after the points have been theoretically decided against them.

In the particular case to which we refer—the property in drawings—the custom has never commended itself to a court of law, and the celebrated case of "Ebdy v. McGowan," tried in the Court of Exchequer in 1870, remains a definite opinion of the Court as to the right of an architect to retain his drawings after his services have been dispensed with. In this instance, plans and specifications for a vicarage were made and tenders sent in. During the time the work was in progress the defendant put an end to the engagement, and asked for the architect's account, and required him to hand over the plans and specifications, which request was refused by the plaintiff. The Lord Chief Baron's judgment was, as is well known, unfavorable to the claim of the architect, and he simply ruled that if there was no provision made for the architect to retain these documents, he had no right to them. As to the question of custom which was urged, his lordship said it was unreasonable, and contrary to good sense and justice. This decision was endorsed by Baron Bramwell, and has been cited again and again. Even if the custom had been proved, the Court held it to be unreasonable. Unfortunately, the contention for usage set up by the Institute was seriously contradicted by so eminent an architect as Mr. Smirke, who swore there was no such usage or custom. Unsatisfactory as this decision is, it still remains an indication of the opinion of the law and public feeling. An authoritative decision on the question, however, has yet to be made in the interests of the profession.

We have not yet very clear legal definitions of the duties of architects in regard to this matter. There are numerous instances where the architect's drawings and specifications are abandoned through want of funds, or some other reason, and where the client claims the drawings prepared when he pays for them. He supposes he has a right to the work which is represented in the drawings; he thinks, naturally, that when he comes to build he can use them, or at any rate, they will be of service. With a strange perversity such men do not understand what they pay an architect for—namely, his brains and experience—in other words, a design; for the time he has taken in preparing necessary drawings to assist him in carrying out the work, and that if he parts with these, he is throwing away his chance of employment another day. If he gets his half-commission for the work done so far, it is inadequate in most cases to remunerate him for the study, the labor and skill. But the same question

has been repeatedly before the Courts, the "custom" of the profession has been pleaded over and over again; but, still, the question of retaining plans has been set aside, and the architect's labor is regarded in the same way as that of the land-agent, who, on termination of his employment, is expected to deliver up all maps, plans and other documents relating to the estates made or collected by him in the course of his employment, whether for his own private use or not. In other cases, as we have seen, the Court has denied the existence of any general or binding custom to the effect that the plans belong to the architect. The decision has a bearing on another important question of much concern to architects. If the client has a right to the drawings, what is there to prevent him from making use of them, or from handing them over to a friend who thinks of building? The old Exchequer decision has not taken this contingency into account. The mistake is, of course, in the idea that the client pays for the design on paper, copyright and all, which becomes his own to do what he pleases with after he has paid his architect. We can imagine a number of different ways by which the client could rob the designer of his skill and labor. For example, a client may want to cover an estate; he obtains plans for a house in this way, paying two-and-a-half per cent, and for a design which he can use again and again. Or, a client may want to carry out a design for any decoration, and having obtained the drawings, he could put them in the hands of a workman, or he may show the drawings so obtained to friends who want ideas. All these ways are wrong and unjust. But as long as the architect retains his plans or his design, he can prevent any appropriation of his ideas—at least, so long as the work remains unexecuted. And there is justice as well as reason in allowing the artist to carry out his own design, and obtain the full remuneration for his labor. He designs a certain building or any decorative work to be carried out, and because he is obliged to put his ideas on paper for the client's approval, he is not thereby called upon to part with it in case the client alters his mind. The contract with the architect is generally that he should submit a design to be carried out, and if, through the client's fault, it is not performed, there is no reason why the architect should be called upon to do more than he intended to do in the performance of such contract. It is quite another matter if the client only asks for a design on paper.

In a case just tried at the Westminster County Court, an architect sued a rector for his charge, 32 pounds, for making a design for a rood-screen; also one for the east end of a church, and for other drawings prepared for a pavement and for panelling, estimated at 1,300 pounds. The designs were not carried out; but the defendant was willing to pay the amount claimed if the drawings were handed over. The plaintiff declined to do this. After some discussion, the parties agreed that the remuneration should be assessed on the basis that the plaintiff should retain the drawings. The work was of a special character, and the ordinary scale of remuneration did not apply to it, so the plaintiff charged his time. The judge referred to the case of "Ebdy v. McGowan," as to non-recovery of charges unless the plans were handed over on payment; but he added that two of the drawings contained much detail, more than was required at that stage. The plaintiff said that it was only necessary to make diagram-drawings sufficient to illustrate the design, and that such elaborate drawings were made on the supposition that he would retain them, and that the drawing of the screen was to be exhibited in the church. His honor gave judgment for the plaintiff—20 pounds, including travelling expenses. The defendant abandoned all claim to the drawings. The ruling does not decide the question of retaining drawings which had been abandoned by the defendant; but opens up another point. For example, an architect may make a design for a screen or some other special work, and he may put more detail and labor in the drawing than is really necessary for practical purposes. He may make, in fact, a show-drawing for the purpose of exhibiting his design to an advantage. The extra labor is not required by the duty he owes his client; but it enables a drawing to be made that he can keep. It can hardly be maintained that the client, in the absence of agreement, has a right to ask for such a drawing, and yet it is made expressly for the good of the object—to obtain subscriptions. An architect often makes a perspective of a design which may serve both his client and himself; but, surely, the time and labor expended on it ought to be remunerated!—*Building News.*



CONSEQUENTIAL DAMAGES.

DAMAGES for Breach of Contract.—A recent decision by the Supreme Court of Appeals of Virginia is of importance to all engaged in contracting for the manufacture and delivery of articles for a specified time or period, and while in this instance it covered the manufacture of brick, yet the principles are applicable to any other articles to be prepared or even procured for future deliveries. It appeared from the testimony that, on January 20, 1891, the Salem Improvement Company entered into a contract, under seal, with Geo. W. Bethol & Co., by which the latter agreed to make and burn for the former 1,500,000 bricks, during the summer of 1891, the

Improvement Company agreeing to pay \$6.50 per 1,000 for the bricks in the kiln, etc. Bethol & Co., under this contract, burned 803,491 bricks, and received, therefore, \$3,112.31. A disagreement having arisen between the parties as to their rights under the contract, Bethol & Co., on March 5, 1892, brought an action against the Improvement Company, and, after setting out the terms of the contract, alleged, that except in so far as they have been prevented by the Improvement Company, they have always well and truly performed all things in said contract on their part to be done, but that the Improvement Company has not hitherto kept and performed its agreements in said contract, "in this, that after the manufacture of said 803,491 bricks, and when they were proceeding with the manufacture of the residue of said 1,500,000 bricks, the Improvement Company notified them that it would not purchase any more of the said bricks than had already been made, and to discontinue the manufacture of the same"; and that, "although the bricks already manufactured were made according to contract, the Improvement Company had not paid for them according to agreement, except the said sum of \$3,212.31, whereby they had been damaged on account of the failure to pay for the bricks actually manufactured, and by the outlay necessarily incurred in the preparation for the manufacture of the residue of said bricks, and the failure of the Improvement Company to allow them to continue the manufacture of the residue of said 1,500,000 bricks, or to pay them their reasonable profit, namely, the sum of \$3 per 1,000 for the same to be manufactured." The Court said: For the breach of contract to pay money, no matter what the amount of inconvenience sustained by the party suing, the measure of damages is the interest of the money only. That this is the rule is admitted. That there are exceptions to it may also be conceded; but this is the ordinary case of a failure to comply with a contract to pay money at a stipulated time, and in such cases the measure of damages is the principal sum due, and legal interest thereon. To make the Improvement Company responsible for the profits which might have accrued by the use of the money in addition to the interest, would be harsh and oppressive, and should not be sanctioned by the court, unless the other can bring his case within some well-regulated exception to the rule.

Parties can recover for prospective profits when they are prevented from going on by being ordered to desist from the work, or by the omission to perform some condition precedent to its further prosecution by the other party. The Court said further: The theory upon which this action was brought, as appears from the pleadings, was that the party suing was entitled to recover, because the other had broken its contract, not by failure to pay for the bricks manufactured, but by its notification that it would not purchase any more of the bricks than had already been made, and to discontinue the manufacture of the same. Had this breach been established by the evidence, there is abundant authority to warrant a judgment for the greater loss; but the case was tried upon the theory of liability by reason of non-payment of the installments.

Action on a Building Contract.—In an action on a building contract, where the owner claims damages for delay, evidence that the delay was caused by bad weather is inadmissible, there being no provision therefor in the contract. The Supreme Court of Missouri says that the only way the contractor could have protected himself against such contingencies was to have done so by contract.

[Cochran vs. People's Ry. Co., 33 S. W. Rep. 177.]

Liquidated Damages for Breach of Contract.—A provision in a contract for the construction of a residence, that the builder, in case of non-completion of the house by a given date, should pay ten dollars for each day's delay, is a stipulation for liquidated damages. The failure of a sub-contractor to fulfil his contract is no defence to the recovery of such damages, and where a builder agrees to construct a building by a certain date, which requires that it shall be done during winter months, the severity of the winter alone is insufficient as an excuse for failure to perform, if the work could have been carried on by the exercise of extra means or effort.

[Reichenbach vs. Sage (Supreme Ct. Wash.), 43 Pacific Rep. 355.]

Damages in Action on Building Contract.—In an action to recover for work done under a building contract, where there has been a substantial, and not a full, performance of the contract, the contractor can only recover the difference between the contract price and the reasonable cost of completing the building according to contract.

[Keeler vs. Herr (Supreme Ct. Ill.), 41 N. E. Rep. 750.]

Damages for Non-Performance of Building Contract.—In an action for services for construction of a building, the owner, after testifying that the one employed to superintend had left the job uncompleted, and that he had to complete it himself, and that it took up his time so that he could not attend to his regular business as a merchant, was asked what time he had lost and its value. The court held that the measure of damages in that regard was the value of the time spent as superintendent, and not the value of the time lost to his other business.

[Crawford vs. Harris (Supreme Ct. Cal.) 45 Pacific Rep. 819.]

Damages for Failure to complete Contract.—The Superior Court of New York City says: There is a substantial and equitable reason

for recognizing the right, under building contracts, to deduct stipulated damages, and not treating such clauses as penalties. If a contractor fails to complete a building, the owner usually suffers real loss, but loss of a character exceedingly difficult to definitely measure. The owner himself may be delayed in moving into the new building, or his business may be embarrassed by postponement of the use of additions or improvements to the structure, or he may lose rents from tenants who were prepared to go into possession at the time fixed for completion. As such damages would be uncertain, if expressly sued for, it is only just to effectuate the agreement of the parties as to the sum at which they shall be allowed. The result of an examination of the cases decided shows that it is difficult, if it is even possible, to lay down a general rule applicable to all cases which arise, where parties have undertaken to provide against a loss consequent upon a breach of the agreement. We may, at most, say that where they have stipulated for a payment in liquidation of damages, which are in their nature uncertain and unascertainable with exactness, and may be dependent upon extrinsic considerations and circumstances, and the amount is not on the face of the contract, out of all proportion to the probable loss, it will be treated as liquidated damages. This seems to involve a certain amount of discretionary power in the court to determine whether or not a stipulated sum or rate shall be treated as liquidated damages under the circumstances of a given case, and the tests themselves presuppose actual damage, or at least probable or presumable damage, as essential to treating the specified amount as liquidated damages.

[M'Kee vs. Rapp, 35 N. Y. S. Rep. 180.]

Damages for Delay in Completion of Building.—A clause in a building contract providing that the contractors should pay a certain sum for delay in completing the building must be treated as a penalty, and not as liquidated damages, where the only damage suffered was the delay in the occupation of the new house, the difference between the rental value thereof and of the house occupied during the delay being considerably less than the sum stipulated to be paid.

[Jennings vs. Willer (Ct. Civ. App. Tex.), 32 S. W. Rep. 24.]

THE LANTERNS OF THE STROZZI PALACE.

And what this man did was, as the proverbs say, *Mostrare altrui luciole per lanterne*—"made him believe that fire-flies were lanterns"—which means to deceive any one.—*Italian Proverbs.*

AS all visitors to Florence will have their attention called to the Strozzi Palace, and its rings and lanterns, the following will probably prove to them to be of interest:

"The *campanelle*, or great iron rings, which are on the Strozzi Palace, were the result of rivalry with the Pitti family.

"The Strozzi built their palace first, and then the Pitti said that it would only fill a corner of their own far greater building. And when the latter was finished, the Strozzi, to be even with them, placed those magnificent *campanelle* at the four corners, and then the great lanterns which are so exquisitely worked, and these were made by Niccolò il Grosso, a very ingenious but also very poor man, who, having begun the work, could not finish it for want of money.

"One morning when this Niccolò was sitting on the stone bench of the Palace, there came by an old man who was carrying some onions, and the artist begged a few of these to eat with his bread, telling him he had no money. But the old man said, 'Take them and welcome, for a free gift, Niccolò. Truly, it pains me to see an excellent artist like thee starving for want of proper patronage. Now, I will lend thee a round sum, which thou canst repay me when thou art in better luck.'

"But tell me," inquired Niccolò, greatly amazed, 'how dost thou know who I am?'

"The old man replied, 'I know thee, and that thou hast great genius (*una gran testa*), and I find thee utterly poor, and unable to finish the Strozzi lanterns.

"Now I wish to do thee a service. Go, with these onions in thine hand, and stand there in the streets till the Lords Strozzi go forth, and see thee with the vegetables, and then they will ask thee why thou dost not finish the lanterns. And then thou shalt reply, 'Signori, because I must sell onions, not being able otherwise to finish the lanterns, for truly all my art does not give me bread.' Then they will give thee money, and after that return to me.'

"So it happened as the old man said: the Signori Strozzi, when they came forth, found Niccolò, their artist, selling onions, and gave him a good sum of money, and with that he went back to the old man. And they gave him a great sum, indeed, for he was to make the lanterns all of solid gold, so that the palace might be far finer than the Pitti.

"The old man said, 'Never mind paying me, but put an onion in your pocket and study it.' And this he did, hence it comes that the tops of the lanterns are like onion sprouts. And Niccolò, seeing that he lived in a hard and cruel world, in order to be even with it, made the lanterns of iron, though the work that he put upon it was like jewelry, so fine was it, and then gilded the iron and passed the lanterns off on the Signori Strozzi for solid gold, and was soon heard of as being very far away from Florence, in company with the good old man who had put him up to the little game (*bel giuoco*).

"But people say that, after all, the Strozzi were not so badly

cheated, for those onion-top lanterns could not have been bought even in their time for their weight in gold, and that they are worth much more now."

It is needless to say that this ingenious tale owes its origin to the iron lanterns having been at one time gilt. These famous works of art have been copied far and wide: had the Strozzi family taken out and renewed the copyright for design on them, they might have found that the gold was a very good investment, especially in these times, when a thing of beauty brings in cash forever. One of the latest and prettiest devices, to be seen in many shops, is a small iron night-lamp in imitation of the Strozzi lanterns.

The immoral, or at least the concluding sentence of the tale is, "E così Niccolò se ne fuggì a tasche piene."—"And so Niccolò fled with his pockets full of money." I spare the reader reflections on the history of many bankers in Florence and Rome, who during the past two years followed his example.

What is extremely interesting and original in this legend is the declaration that Niccolò took the idea of the long and very singular points on the lanterns from an onion. It recalls the story of the acanthus leaf and the basket which suggested the Ionic capital. It was understood by the narrator that the old man who gave "the tips" to Niccolò was a wizard.

There was much more meaning attached to the lanterns and rings, such as Niccolò made, than is generally known, as appears by the following extract:

"Among the striking features of the Florentine palaces are the handsome ornaments of bronze or wrought-iron which adorn the façades of many of them. These were called *fanali* or *lumière*, and were not, as one would naturally suppose, ornaments that a man might place on his house according to his individual taste, but they were the visible testimony of the public recognition of great deeds. On festive occasions, these *fanali* were provided with great pitch torches, whose crackling flames gave a merry aspect to the whole neighborhood. Amerigo Vespucci addressed the account of one of his voyages to the Gonfaloniere Piero Soderini, with whom he had formerly been on intimate terms, and the latter procured a decree of the Republic, in accordance with which *fanali* were sent to the family palace of the Vespucci, and kept burning day and night for three days.

"The most beautiful of all the Florentine *fanali* . . . are those which adorn the corners of the famous Strozzi Palace. They are of wrought-iron, and were made by a smith who enjoyed a local celebrity, not only on account of his masterly work, but also because he carried on his business on a strictly cash basis; nay, went farther, and refused to work for any one who did not prepay, in part at least, for his order. Thus he received the name of *Caparra*, or *Earnest-money*."—"Florentine Life," by W. B. Scaife, p. 58.

There is one thing in this legend which alone would seem to guarantee its being an authentic or old tradition. In it Niccolò appears as a man who is eminently grasping, and who takes care to get his money in advance. And he was in reality so noted for this, that, as Scaife declares, he went farther than dealing on a cash basis—and so got the nickname of *Caparra*, or the *Pledge*—so well did he know the value of cash. *Il martel d'argento rompe le porte di ferro*, or

"A hammer of silver, as we see,
Breaks the iron gates of poverty."

—From "Legends of Florence," by Charles Godfrey Leland.



SKETCH-CLUB OF NEW YORK.

THE regular monthly meeting of the Sketch-Club of New York was held in the Club-rooms, 3 East 14th Street, Saturday evening, January 9th. About fifty members were present and an unusual amount of enthusiasm was shown.

Mr. Crebore gave a very instructive talk on "Constructional Iron Work."

Mr. C. F. Winkelman, on behalf of Mr. H. Fisher Miller, presented the Club with a handsome stein accompanied by a short appropriate poem. This token of Mr. Miller's good will was greatly appreciated and his poem is to be preserved in the archives of the Club. A vote of thanks was extended to him and he was unanimously elected "Club Poet."

Mr. Sconce, chairman of the committee on stein-room decorations, reported that the work of his committee was practically completed and was now ready for the Club's inspection. At ten o'clock the meeting was adjourned for half an hour, giving the members their first opportunity to examine the newly decorated stein room. The old room was hardly recognizable in its new dress and all were genuinely surprised at the fine effect produced.

The drawings handed in at this meeting for the December competition, for "A Village Church with a Seating-capacity of Two Hundred," were ably criticised by Messrs. Israels, Pettit, Metcalf, Field, March and Evans, and resulted in the design submitted by "Three Cats" being placed first, and the one by "Tower" second.

HARRY C. KNOWLES, Recording Secretary.



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

VANDERBILT HALL, NEW HAVEN, CONN. MR. C. C. HAIGHT, ARCHITECT, NEW YORK, N. Y.

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

ALUMNI AND COMMENCEMENT HALL, WESTMINSTER, MD. MR. JACKSON C. GOTT, ARCHITECT, BALTIMORE, MD.

THE location of this building being on a high point with a rapidly sloping grade, gave opportunities for using the ground floor to advantage. The requirements called for a building containing a Commencement Hall capable of seating 1,200 persons, with a stage so arranged that the graduates should be seated in tiers with the faculty at the highest tier, which will readily explain itself by reference to the plan. Besides the above, there were to be two independent society-rooms with ante-rooms, etc., and a Alumni Hall and banquet-hall, all of which are provided for on basement plan. Located beneath the circular portion of building in rear and in subcellar, but on a level with grade, are two preparatory class-rooms. A kitchen is also located on the floor with a separate outside entrance. There are no provisions for fuel or heating apparatus, as all the college buildings are heated by steam from a central plant. The building will be of brick, stone, iron and terra-cotta, and will be set back from building line and terraced in front.

A COMPETITIVE DESIGN FOR THE ART BUILDING IN FAIRMOUNT PARK, PHILADELPHIA, PA. MR. O. VON NERTA, ARCHITECT, WASHINGTON, D. C.

This plate shows one of the sixty-seven designs submitted in competition in the autumn of 1895. It was one of the eight designs selected by the expert committee, from which the four prize designs were finally selected.

A CHICAGO ARCHITECT'S WINTER RETREAT.

This view shows the rose-garden and bungalow of Mr. L. H. Sullivan, at Ocean Springs, Miss., and incidentally suggests the range of winter climate which this great country affords.

SKETCHES FOR THE WASHINGTON SAFE DEPOSIT BUILDING, WASHINGTON, D. C. MR. GLENN BROWN, ARCHITECT, WASHINGTON, D. C.

APSIDAL TREATMENT, NO. 5: CHURCH OF S. ANASTASIA, VERONA, ITALY.

S. ANASTASIA is a Gothic church built by the Dominicans in the XIII century. It is about 300 feet long by 75 feet broad, and twelve columns support the roof. The decoration of the vaulting is late Gothic (1437). A great part of the expense of building S. Anastasia was defrayed by Count Guglielmo da Castelbarco, whose tomb, so highly praised by Ruskin, is just outside the church.

APSIDAL TREATMENT, NO. 6: THE CATHEDRAL OF SAN LORENZO, PERUGIA, ITALY.

The Cathedral of Perugia is dedicated to S. Lorenzo and dates from the XV century. Its exterior is unfinished, and the interior has been modernized.

[The following named illustrations may be found by reference to our advertising pages.]

A CAPITAL FROM THE ERECTHEUM, ATHENS.

TORCH OR STANDARD HOLDERS, SIENNA, ITALY.

A GROUP OF FARM BUILDINGS.

[Additional Illustrations in the International Edition.]

ENTRANCE TOWER: VANDERBILT HALL, NEW HAVEN, CONN. MR. C. C. HAIGHT, ARCHITECT, NEW YORK, N. Y.

[Gelatin Print.]

This building was erected by Mr. and Mrs. Cornelius Vanderbilt in memory of their eldest son, who died while a student at Yale College.

ORGAN IN THE FRELSEKIRCHE, COPENHAGEN, DENMARK. [Gelatin Print.]

The organ in the Frelserkirche, Copenhagen, completed in 1696, was erected by two brothers, Johan and Peter Bettzen. The wood-carving and stucco ornaments are the work of the sculptor Christian Nenger, and were finished in 1698.

BUILDING IN THE STYLE OF FISCHER VON ERLACH AT THE
BUDA-PESTH MILLENNIAL EXHIBITION. M. ALPAR IGNATZ,
ARCHITECT.

[Copper-plate Etching.]

LINCOLN CATHEDRAL, FROM THE SOUTHWEST.



[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.]

REQUIREMENTS VS. POSSIBILITIES.

BOSTON, MASS., January 11, 1897.

TO THE EDITORS OF THE AMERICAN ARCHITECT:—

Dear Sirs,—A short time ago I saw in your paper a notice of a competition for a High-school Building in Newark, N. J. I sent for a programme.

After stating that "the sum available for the complete erection of this building, inclusive of heating and ventilation, is \$200,000" and that "no design which greatly exceeds this limit will stand any chance of being considered,"¹ the programme goes on to give the requirements for a building which at the very lowest estimate could not be built for less than three hundred thousand dollars (\$300,000), or half as much again as the limit of cost imposed. It requires only a very simple calculation to show this.

The programme says the building is to be three stories in height above the basement, and that, if desired, the third story may be partly contained in a high roof. The building is to be of brick with "embellishments of moulded brick, terra-cotta, or cut-stone." The whole of the first floor, and the stairs and corridors throughout are to be of fireproof construction.

The following rooms are required, the areas of which are given (I follow the order of the programme, omitting the basement):

Teachers' rooms, 6 @ 300.....	1,800 square feet.
Class-rooms, 38 @ 800	30,400 " "
Recitation-rooms (½ of above).....	10,000 " "
Library and reading-room.....	900 " "
Chemical laboratories, 2 @ 800.....	1,600 " "
Storeroom for same.....	400 " "
Dark room.....	100 " "
Mechanical drawing-room.....	1,000 " "
Physical laboratories, 2 @ 800.....	1,600 " "
Biological laboratory.....	800 " "
Storerooms for same.....	400 " "
Lecture-rooms, 2 @ 1,600.....	3,200 " "
Drawing-rooms, 2 @ 800.....	1,600 " "
	53,800 " "

Besides these, there are to be the following rooms, the size of which is to be determined by the architect:

Principal's offices, say.....	500 square feet.
Toilet-rooms, 6 @ say 200.....	1,200 " "
Auditorium, ² say.....	6,000 " "
Upper part of same.....	6,000 " "
	13,700 " "

We now have a total of 53,800 + 13,700 = 67,500 square feet, and we have not included the area occupied by hallways, corridors, passages, stairways, flues, partitions and walls.

By previous investigations in school architecture, I have found that with the most skilful planning, the area occupied by these appurtenances will amount to at least one-half the area of the rooms themselves.

Therefore, we have as the total area to be provided for, the following:

Rooms.....	67,500 square feet.
Halls, etc., (as above).....	33,750 " "
	101,250 " "

Let us say in round numbers, one hundred thousand square feet. This is to be distributed among three floors. Let us assume the most economical arrangement, namely, an equal distribution among three floors. We have, then, for the area of each floor, ⅓ of 100,000 or 33,333 ⅓ square feet.

In other words, our building will cover 33,333 ⅓ square feet of ground.

Now nine dollars (\$9) per square foot of ground covered is an exceedingly low estimate for such a building, built in the plainest possible manner.

Multiplying 33,333 ⅓ square feet by \$9—we get \$299,999.99 (or,

¹ This caution is given in a supplement to the original programme.

² This auditorium is to be two full stories in height and is to seat 1,500 people, part of whom may be in a gallery. Suppose we put 1,000 on the floor. Allowing 6 square feet per person, gives 6,000 square feet.

in round numbers, three hundred thousand dollars), as the lowest possible estimate for which this building could be built.

Architects will judge for themselves whether they would be wise in having anything to do with such an absurd affair.

Yours truly, WILLIAM ATKINSON.

WHO PAYS FOR HEATING DURING CONSTRUCTION?

TO THE EDITORS OF THE AMERICAN ARCHITECT:—

Dear Sirs,—The owner of a building lets the masonwork to A and the other work to B. A furnishes coal and takes care of the heating of the building until the last coat of plaster is on and finished. It is necessary that the building be heated until all work is completed, and the architect directs that B attend to this from this time on, as the mason has completed his work and left the building. B claims that it is not his business to provide heat and that either the mason or owner should stand the expense of same. The specifications do not in any way allude to the heating of the building during erection. Do you consider the architect in the right in insisting that B should provide coal and attend to the heating as described.

A.

[UNLESS there is some peculiar feature about the house, which was known to the contractors when they signed the contract, and which obviously made it necessary to keep the house warm after the plastering was finished, we do not think that B can be compelled to heat it. His contract, as we take it, is to do the finishing woodwork. Under ordinary circumstances, he could do this without heating the building. No doubt, it is better for the owner to have the house warmed, so that the kiln-dried finishing stock may not absorb dampness, and give trouble by subsequent swelling; but, as a rule, the carpenter can finish his work, and earn his pay, before this trouble appears, and, as all subsequent responsibility for it falls on the owner, it is only fair for the owner to pay the expense of preliminary precautions intended to prevent trouble later. If the carpenter should demand from the owner coal and stoves for warming the house, so that his men might work in greater comfort, it is certain that the owner would refuse the demand; and the carpenter has the same right to refuse to incur extra expense for the owner's future benefit, if he is willing to assume the responsibility for the strict fulfilment of his contract, and believes that he can fulfil it without such extra expense. So much for the theory. As a matter of fact, however, the most common practice in such cases is for the owner to furnish coal, and the carpenter to put in stoves—unless there is a furnace already in the house—and take care of the fires. In this way the owner provides against future trouble from swelling, and the carpenter is repaid for the trouble and expense of keeping up the fires by the increased facility with which his men can work in a warm building.—EDS. AMERICAN ARCHITECT.]



FIXTURES.—The question which of certain enumerated articles were fixtures, so as to pass with the realty after change of ownership, was passed upon by Justice Lawrence, recently, in a suit by McCoskry Butt, as mortgagee, against Pauline Spiro. The defendant was in possession, under a lease from the owner, of the equity of redemption of the premises, 227 East Fourteenth Street, and the action was brought to enjoin her from removing certain chattels claimed to be fixtures. The Court held that ranges, mirrors, storm doors, and a pump passed to the mortgagee because they were attached for the benefit of the freehold, while shades, awnings, glass globes and gas-fixtures were not as permanently attached as to indicate any intention that they should pass with the realty.—N. Y. Times.

THE AGE OF TREES.—Gericke, the great German forester, writes that the greatest ages to which trees in Germany are positively known to have lived are from 500 to 670 years. For instance, the pine in Bohemia and the pine in Norway and Sweden have lived to the latter age. Next comes the silver fir, which in the Bohemian forests has stood and thrived for upward of 400 years. In Bavaria, the larch has reached the age of 275 years. Of foliage trees, the oak appears to have survived the longest. The best example is the evergreen oak at Aschaffenburg, which reached the age of 410 years. Other oaks in Germany have lived to be from 315 to 320 years old. At Aschaffenburg, the red beech has lived to the age of 245 years, and at other points to the age of 225 years. Of other trees, the highest known are ash, 170 years; birch, 160 to 200 years; aspen, 220 years; mountain maple, 225 years; elm, 130 years, and red alder, 145 years.—London Public Opinion.

MUNICIPAL ART IN ENGLAND.—The proposal of the Salford Corporation to cut off the legs of the portraits in the municipal collection, in order to economize space, has naturally excited much interest in artistic circles. I am overwhelmed with correspondence on the subject—mostly from indignant artists. One of this class asks whether there are no portraits of mayors and councillors in the collection which could be reduced to half-size by trimming off their robes and other insignia of Bumbledom. Another suggests that, to complete the Salford collection, a portrait group should be added, representing the arts committee without heads—in which condition he is confident no one could fail to recognize them. Another correspondent advises the corporation to get over the difficulty by cutting up all their pictures and exhibiting them from time to time in sections. The public could then go and look at the head of a famous character one day, his body the next, and his legs on a third. Vast possibilities are thus opened up for provincial art authorities, but the prospect is more novel than attractive.—London Truth.

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VANDERBILT HALL FOR YALE COLLEGE, NEW HAVEN, CONN.

CHARLES C. HAIGHT, Architect.

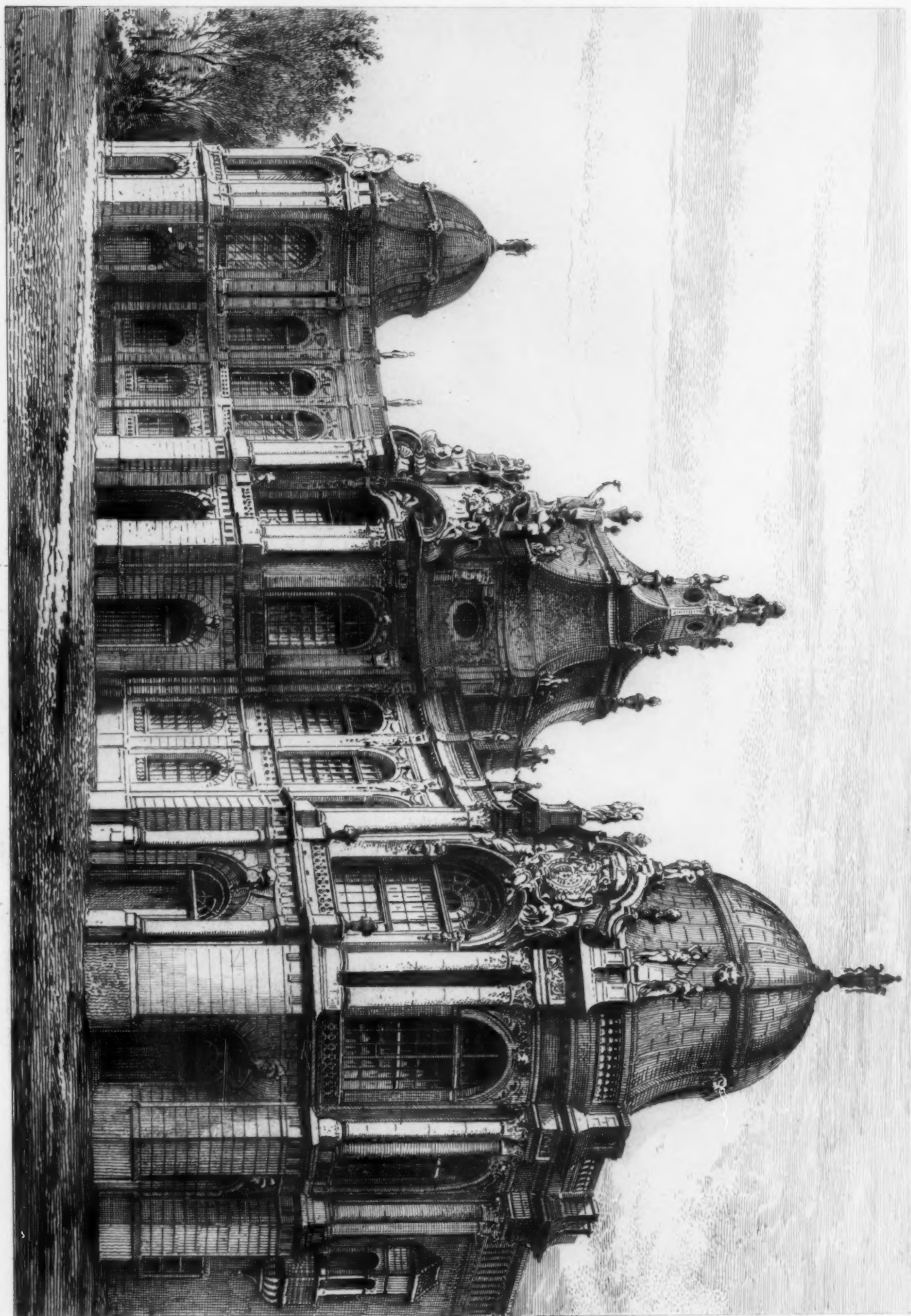
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EXPOSITION MILLENAIRE DE BUDAPEST (SECTION HISTORIQUE)
Facade principale du groupe renaissance en style de Fischer von Erlach
par Alois Jankó architecte

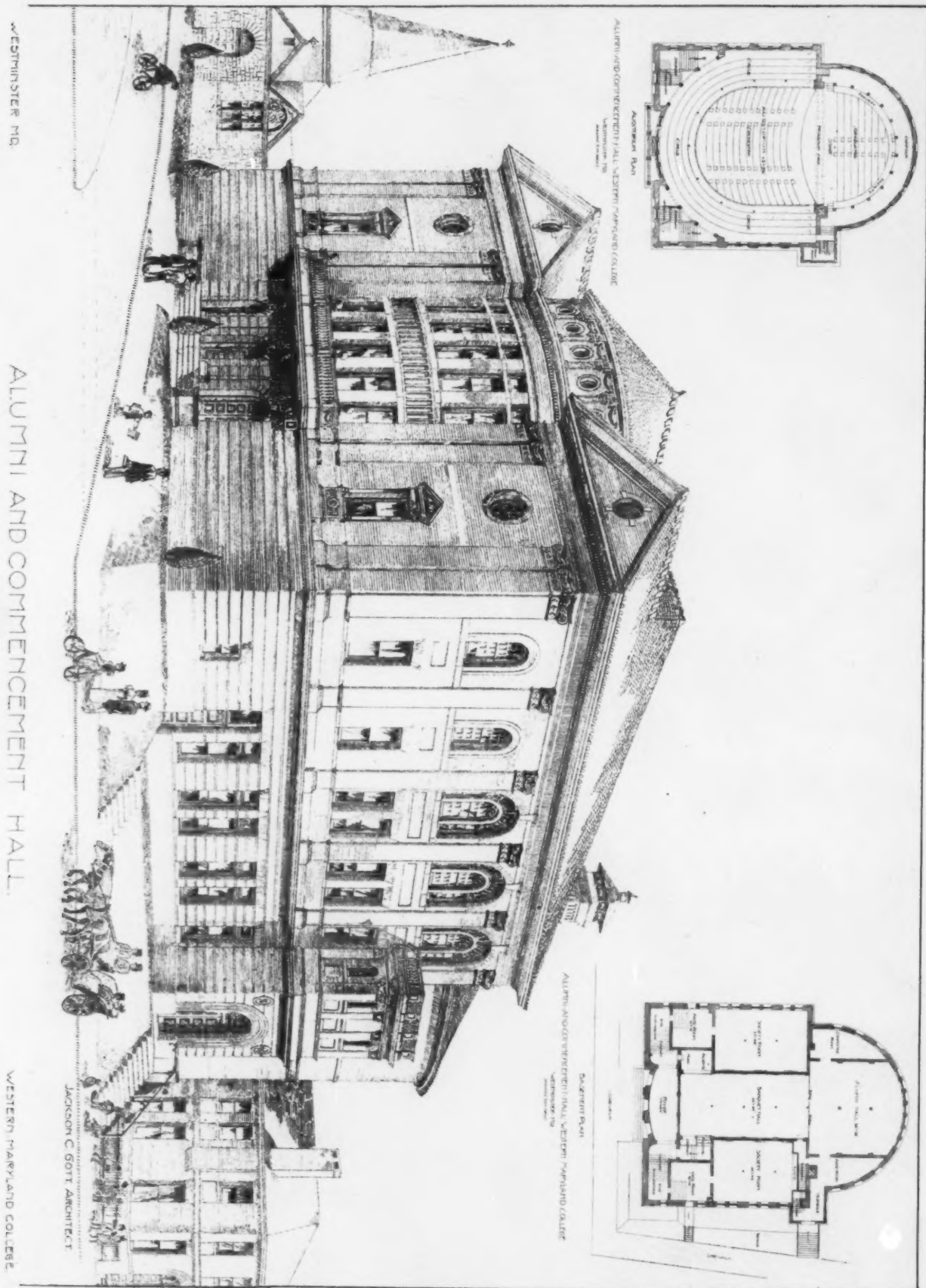


APSIDAL TREATMENT, NO. 6:—THE CATHEDRAL OF SAN LORENZO,
PERUGIA, ITALY.

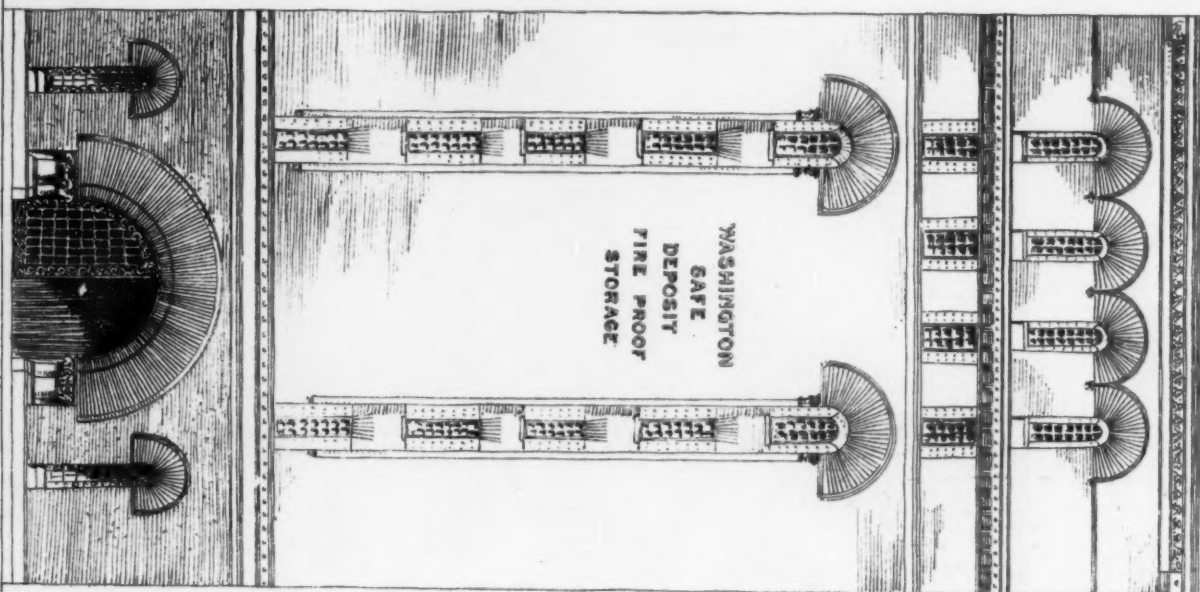


APSIDAL TREATMENT, NO. 5:—CHURCH OF S. ANASTASIA,
VERONA, ITALY.

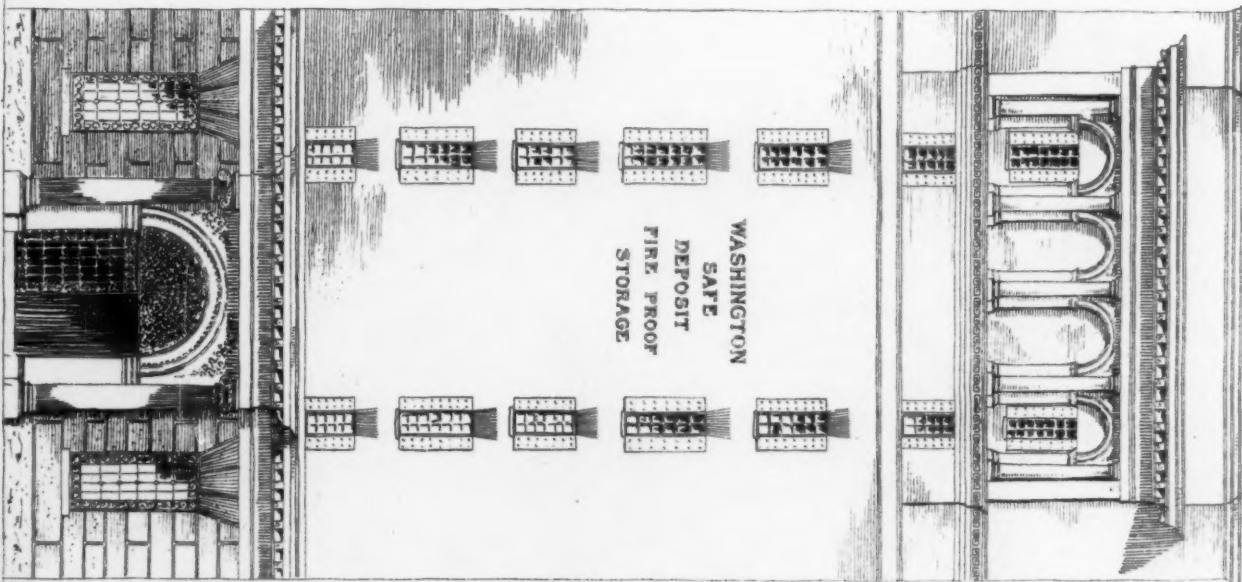
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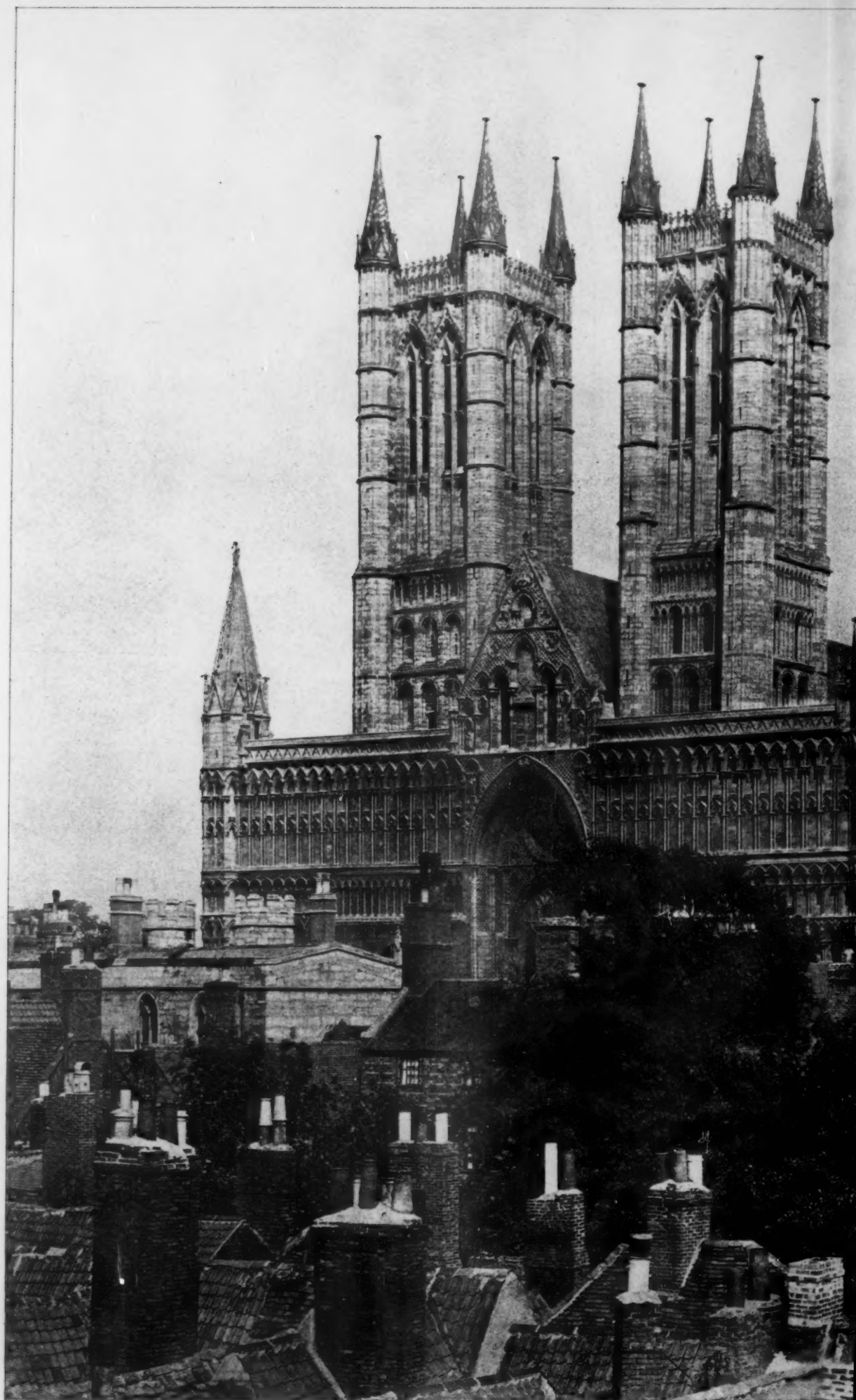


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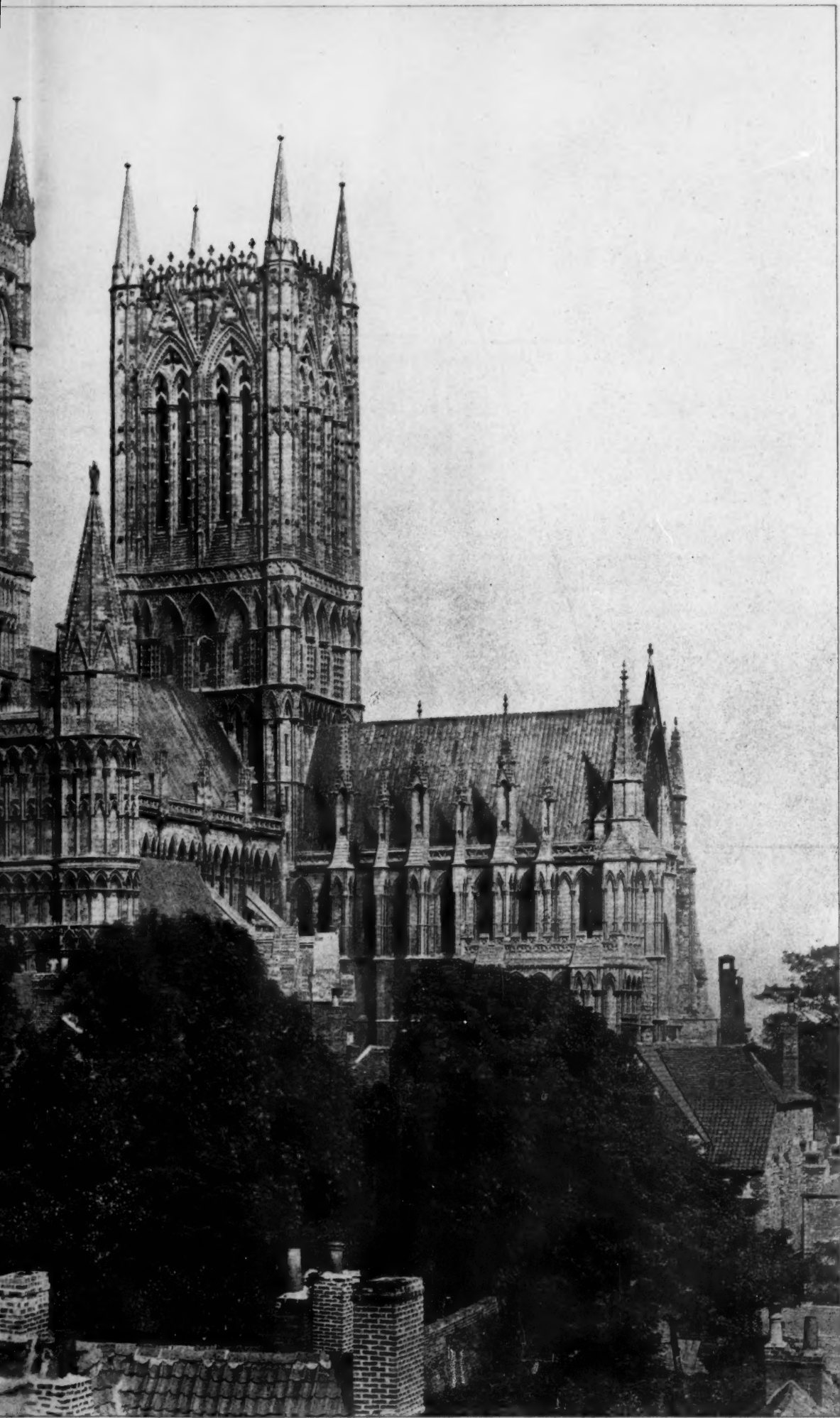


Sketch for
Washington Safe Deposit
New Building.
Glenburn 3/4 x 1
National Union Building
Washington D.C.
Scale 1/8" = 1'





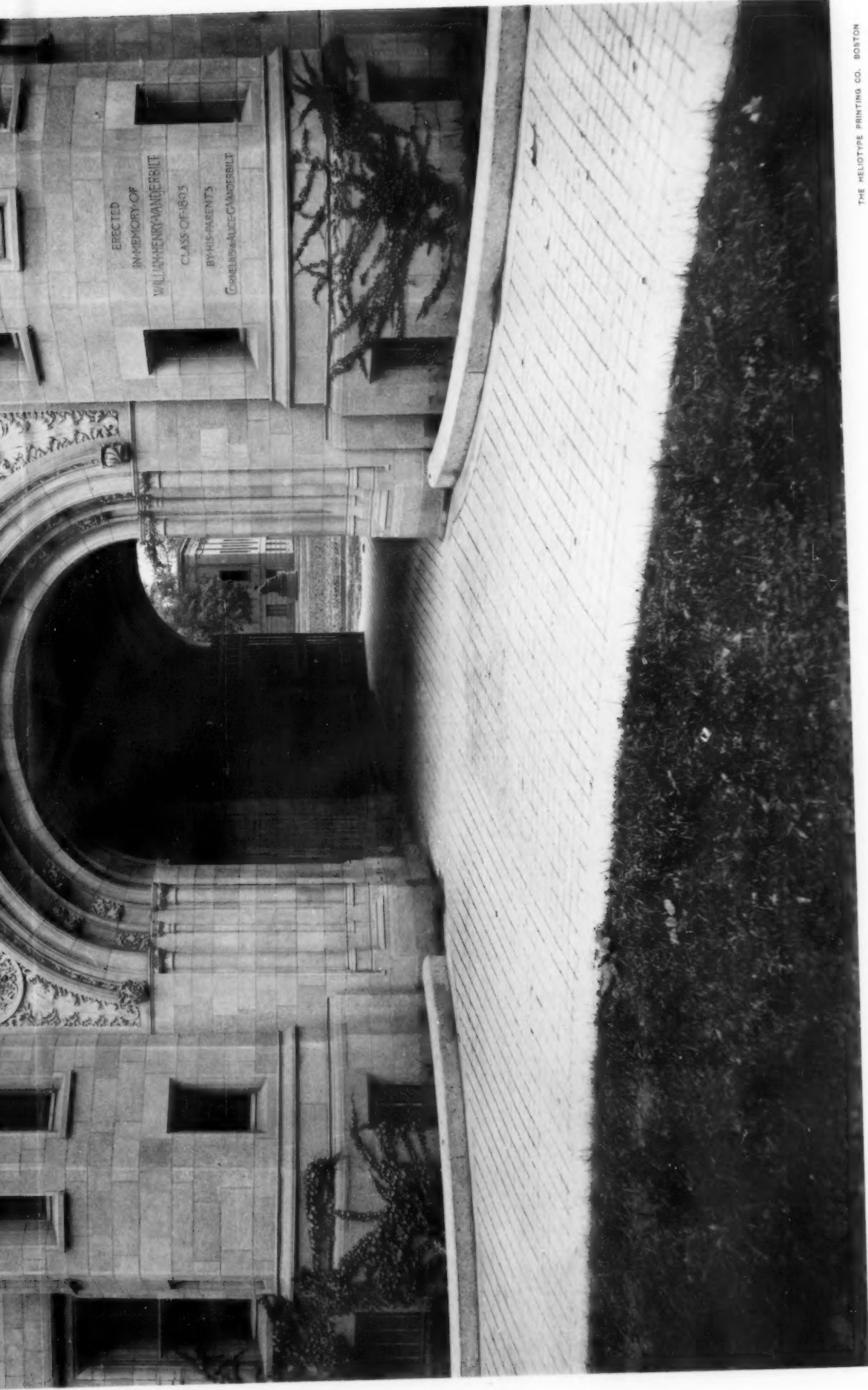
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INK PHOTO SPRAGUE & CO 4 & 5 EAST HARDING STREET FETTER LANE, E.C.

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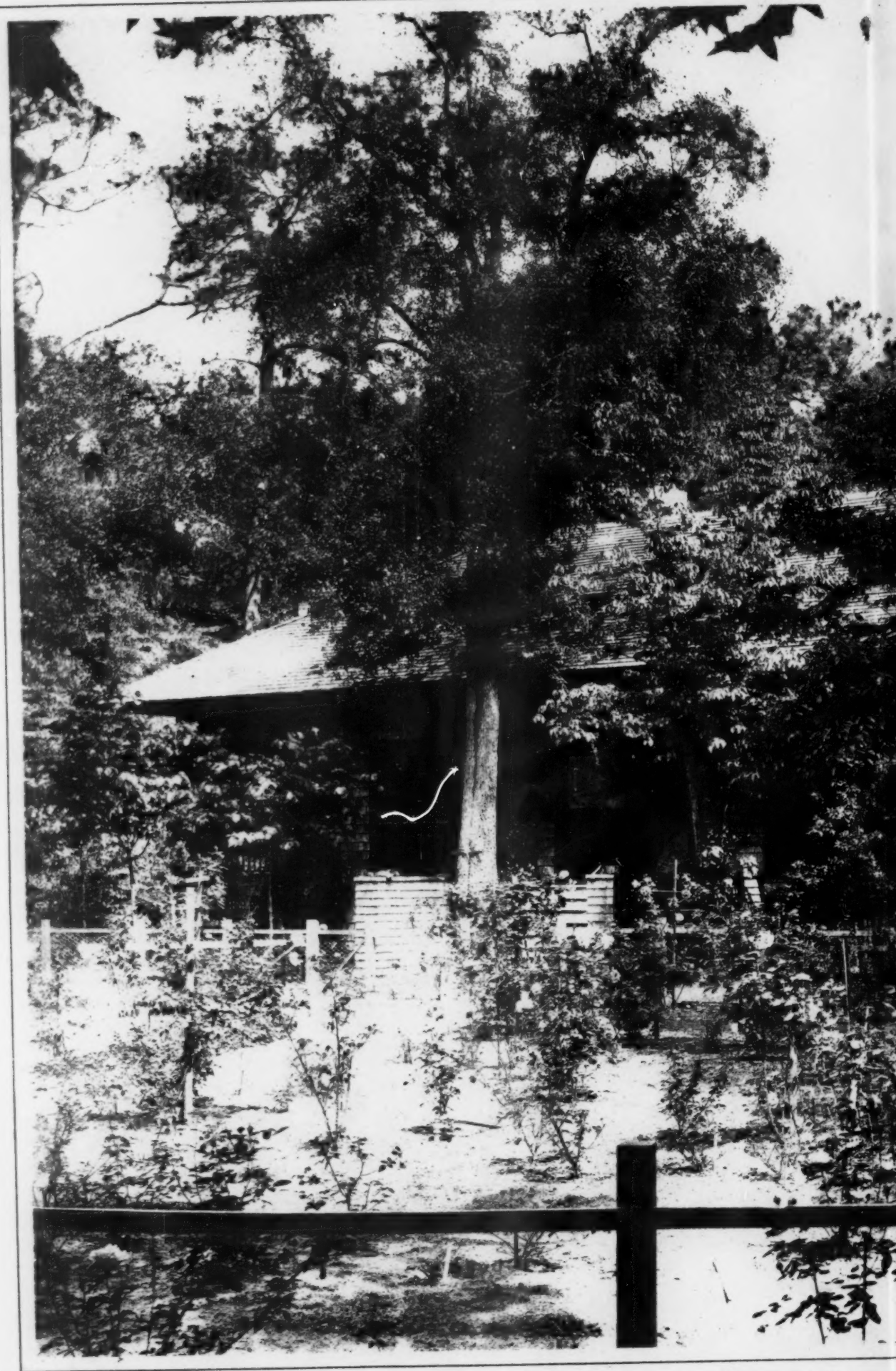




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ENTRANCE TOWER: VANDERBILT HALL FOR YALE COLLEGE, NEW HAVEN, CONN.

CHARLES C. HAIGHT, Architect.



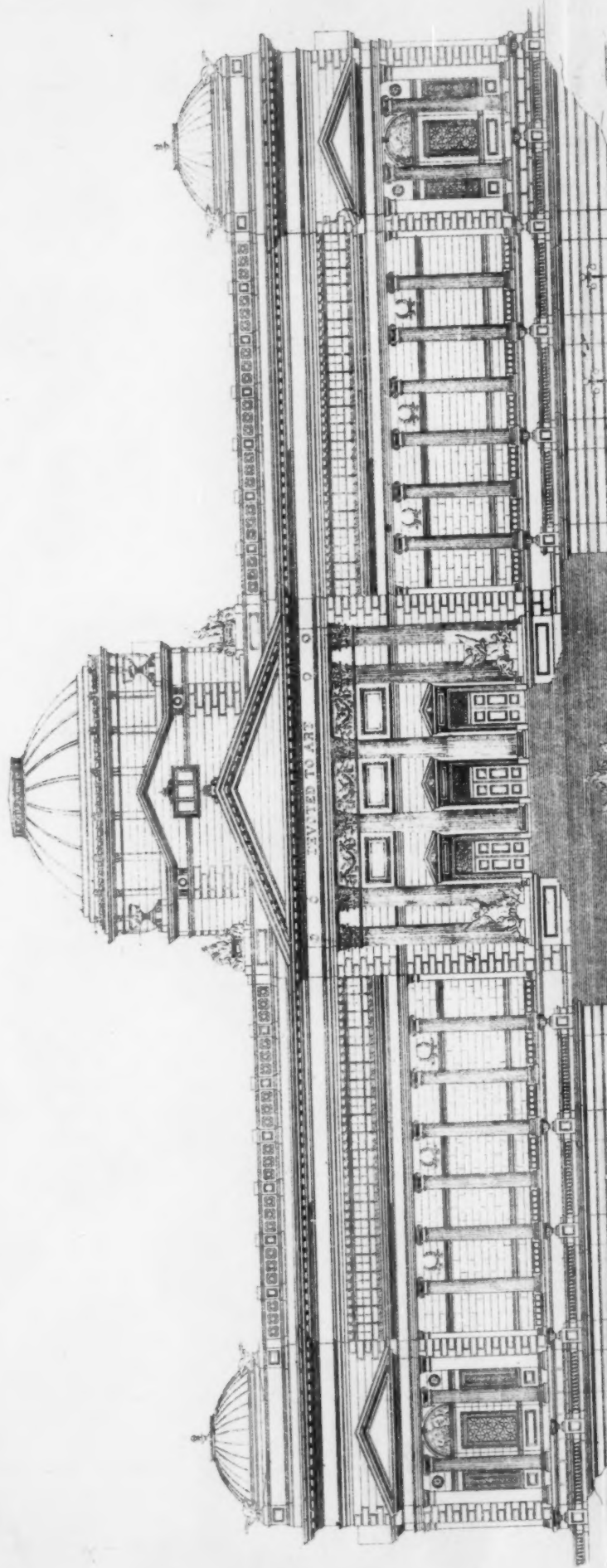
ROSE-GARDEN AND RESIDENCE OF LOUIS H. S.

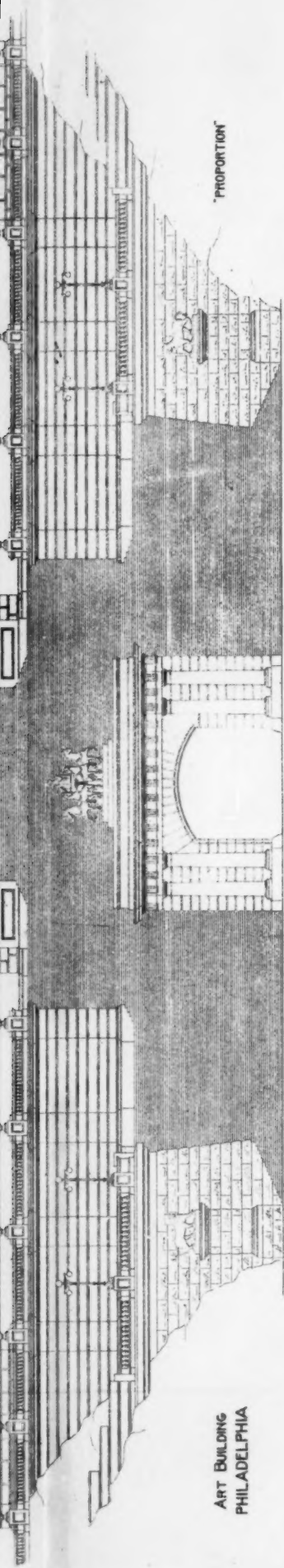


S. H. SULLIVAN, ARCHITECT, OCEAN SPRINGS, MISS.

AMERICAN ARCHITECT AND BUILDING NEWS, JAN. 23 1897.

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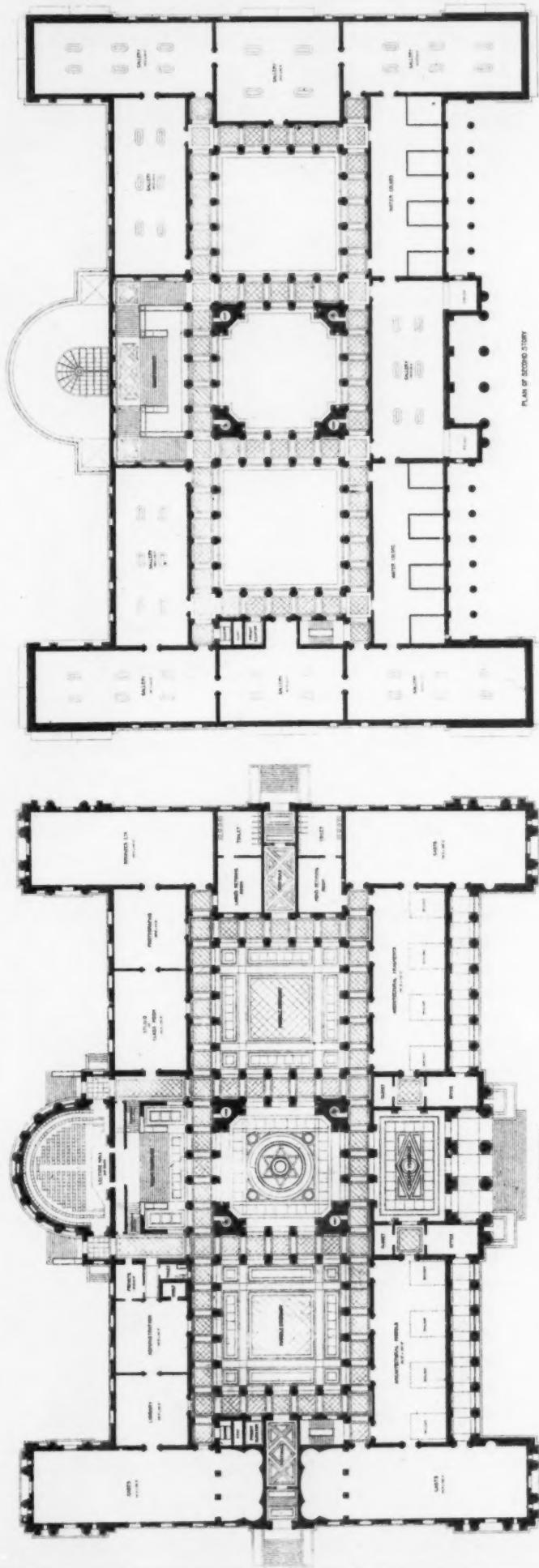




ART BUILDING
PHILADELPHIA

"PROPORTION"

SOUTH ELEVATION
Scale: 1 inch = 6 feet



PLAN OF SECOND STORY

PLAN OF THIRD STORY

RELIQUARY DRAWING OF BUILDING

COMPETITIVE DESIGN FOR AN ART BUILDING IN FAIRMOUNT PARK, PHILADELPHIA, PA.

O. VON NERTA, ARCHITECT.