

THE AMERICAN ARCHITECT

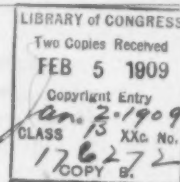
Vol. XCV.

WEDNESDAY, FEBRUARY 3, 1909

No. 1728

Maxine Elliott's Theater, New York

MESSRS. MARSHALL & FOX (Chicago) ARCHITECTS



MAXINE ELLIOTT'S Theater is located on Thirty-ninth Street in New York City. It is but a few doors east of Broadway and in about the center of New York's theater district. Its nearest neighbors are the Casino and the Metropolitan Opera House. In fact the former is directly across the street, where its flamboyant style, with its many iron balconies and flaring electric signs, serves to accent the quiet and dignified beauty of Miss Elliott's new playhouse.

Just around the corner, on Broadway, and covering an entire block, is the Italian renaissance façade of the Metropolitan Opera House. In quiet dignity the theater designed for Miss Elliott by Messrs. Marshall & Fox, of Chicago, is a valuable addition to theater architecture in New York.

In studying the plan and general scheme of this building, it should be borne in mind that it was built to present only the highest and most refined type of modern comedy. Its planning has been entirely on these lines, and while it might easily be converted to other theatrical uses, the present intention is as stated, and its various arrangements have been confined to these requirements only. The various phases of operatic productions and the unfortunately too prevalent vaudeville will find no lodgment in this new play-house.

This theater is of steel construction, resting on concrete foundations. The outside walls are of solid masonry. With the exception of the main façade, the building is faced with gray brick trimmed with terracotta. The roof is covered with copper and tile.

The low, well-proportioned façade, in Louis XVI style, is constructed of Dover (Mass.) marble, and is the keynote to the entire interior. Critical inspection of this interior fails to disclose a single discordant note.

The entrance lobby, with side walls and ceiling of English veined marble, affords ample space in which to accommodate the usual demands of a theater entrance. The decorative treatment of this lobby—pure white in effect, and only relieved by the bay trees and pines used, as spots of varying color—can be determined by reference to the illustration in this issue. This is the only part of the building where direct radiators are used for heating. These radiators are recessed and screened by grilles.



CORNER OF AUDITORIUM

FROM STAGE

Upon entering the foyer, which extends under the balcony from wall to wall, and which has a low vaulted ceiling, the color scheme presents a most satisfactory ensemble. This color scheme has for its foundation a flat white, with old ivory touches on the applied ornament, and side walls hung with golden yellow silk damask. The upholstery of the seating and the draperies

that shield the orchestra seats from the drafts of the entrance doors are of mouse-colored silk plush, approaching in effect soft brown gray tones. The generally restful effect of the house when lighted is enhanced by the skilfully placed lamps and the thin silk diffusers on the foyer lights that produce the effect of a well-lighted drawing-room.

The proscenium is supported by two large columns of Pavonazzo marble, which rest on bases set on the floor. Railings of similar marble enclose the fronts of the proscenium boxes.

The orchestra is placed under the front of the stage, and is hidden from view by a screen of autumn leaves, through which the sound of the music reaches the audience. This further emphasizes the effect that one is in a well-appointed and stately private house.

The placing of the proscenium boxes and the arrangement of height affords a better view of the stage than is usually obtained. The low ceilings in the boxes reduce their height and permit a more normal line of vision, thus obviating the foreshortening of the view of the stage. In fact, the sight lines throughout the auditorium appear to have received the most careful study, and there is not a seat in the entire house that does not afford an unobstructed view of the stage. The balconies are constructed on the cantilever plan, so as to keep all columns behind the seats.

The acoustic properties of this auditorium are very satisfactory, proving that this subject, although thought to be an evasive one, can yet be solved when approached with thoughtful effort.

There is no difference in the character or quality of the decorative treatment of the balcony and gallery floors, and this interior does not lose in effectiveness the nearer one gets to the ceiling. The same facilities of toilet and smoking rooms are to be found throughout the house, as it was believed the patronage of a theater designed for the purpose of this one will possess the same qualities of refinement and appreciation, no matter in what part of the house it may be located.

Behind the curtain the same effective planning will be found. Every requirement of the stage machinist has been foreseen and provided for. The switch-board, of most approved type, is located on the stage right. The lighting galleries are just below the fly galleries on either side.

The high space of the stage house affords ample

room for the easy and rapid handling of complicated scenic effects. The motive power is electricity, and all "flats," proscenium curtains and other large pieces of scenery are counter-weighted to facilitate quick and easy motion.

On the stage is a large tilting bridge, which serves very many useful purposes. It can be lowered to the level of the basement floor or raised eight feet above the stage and tilted to any desired angle.

On the stage level is the dressing-room and reception-room, designed especially for Miss Elliott's use. Its furnishings and equipment take on all the delicate harmonies with which refined feminine taste surrounds itself. In fact, the entire decorative scheme of this theater may be said to show this same effect of cultured perception, and the feeling conveyed is more that of a small private drawing-room theater than of a playhouse of public resort.

Other dressing-rooms are located above the stage, separated from it by a brick wall. Every room has complete toilet facilities, a large outside window and metal furnishings.

Centrally located in the basement is a large rehearsing room, so arranged as to be of easy access to and from the stage.

The heating and ventilating systems are located under the sidewalks of the courts on each side of the building to meet the requirements of the law in New York.

Fresh air is taken in above grade, filtered through

screens, tempered by passing over the steam coils and forced into the auditorium. The foul air is removed from varying levels in the auditorium and from each toilet room in the basement and discharged above the roof. The heating system is of an equally satisfactory character, and the recent unusually low temperature out of doors has sufficiently tested the equipment to warrant the statement that it fulfills every requirement.

It is not necessary to state that the building is entirely fireproof and that it is also equipped with most approved fire apparatus, including standpipes, fire hose and sprinklers, all in accordance with the provisions of the law.

On the roof of the stage house are two large tanks containing 18,000 gallons of water, to which is connected a large fire pump.

The building stands detached and is flanked on either side by wide courts, closed by large bronze gates designed in keeping with the motive of the façade.



VIEW UNDER STAGE, SHOWING LEAF SCREEN THROUGH WHICH SOUND OF MUSIC REACHES AUDIENCE

THE COLLECTION OF CONTEMPORANEOUS GERMAN ART AT THE METROPOLITAN MUSEUM, NEW YORK

That no error may be made in considering the exhibition of contemporaneous German Art, now at the Metropolitan Museum in this city, it may be well to quote from the Museum bulletin, which can be taken to correctly state the exact character and aim of this collection of paintings and sculptures.

The initiative, it is announced, came from the German Government with the special sanction of Emperor William, "for an exhibition, during the present season, of paintings and sculptures which should be *representative of the best German art of to-day*." (The italics are ours.)

The contention raised by some writers, since the opening of this exhibition, that it is not a representative one, is not sustained. We believe it represents the art of Germany of to-day, and that its collection and transmission for exhibition in this country was with that intention. We have, therefore, a basis of criticism and comparison, and it is along these lines, that this present collection is representative of contemporaneous German Art, that it can only be reviewed.

Tradition, opportunity and the fostering care of the Government are all in favor of the German artist. With these essentials to the cultivation of a high plane of artistic expression, one may, quite naturally, look for a large measure of accomplishment. In view of the very friendly purpose of the German people, which enabled and encouraged this collection of art, one approaches a critical statement of its impression with a desire to say every possible word of approbation. But, Art knows no nationality. The good is always good, just exactly as the mediocre and the bad are relatively unsatisfactory. We believe, it can be truthfully stated, that the great essential in the painted canvas is its expression of color, combined with a truthful suggestion of nature. So much do we believe this that slight faults of drawing and of composition do not jar our artistic sensibilities as does the lack of true balance and harmony of color.

Mr. James Henry Moser in a recent interview is quoted as saying: "We in America who have patiently watched the slow evolution that has been going on for years, see the art-loving public finally weaned from the smooth academic painting of those callow, earlier days, and find it now accepting cordially the new, broadly painted picture, without first 'smelling the canvas,' are very hopeful. It does look as though some day the esteemed and sincerely sympathetic layman may reach that other more delectable point of view; that realm of enchantment where all other delights in painting fade away and one at last realizes that color—color is the all in all; the Alpha and Omega of art."

We believe this statement cannot be truthfully controverted.

This exhibition of German art, if it serves no other purpose, will, we believe, prove to the American artist and layman, that no error has been made in the ideals and method established in this country. The American artist, unaided by government patronage, poorly

requited by the public, has nevertheless reached a height in art where he may gaze with level glance at his foreign brother artist, and we believe, in many instances, view him from a superior plane.

Certainly the landscape painter in America has little to learn from this exhibition of German art, and if he journeyed, as did the writer, from the exhibition of the National Academy to this one, he must experience a thrill of national pride, and a firm conviction that the American landscape painter is the peer of any.

In rendering a phase of nature out of doors it may be painted in many moods and many ways. Its delicate harmonies are insistent, but its poetic theme dominates the expression. In this form of expression the American landscape painter excels. The landscapes hung in this collection of German art appeal in a declamatory way. They insist in strident tones on one's approval. They do not gently beckon and lead one on to quiet contemplation, nor do they invite the thoughtful study that is the true spirit of the landscape painter's art.

We regard the portraits and figure subjects as more satisfactory and presenting much that will repay careful study. Yet even here we can discern unevenness of treatment and slighted portions that make other and better handled bits bid by contrast for approval.



CHRIST

PROF. IGNATIUS TASCHNER



GARDEN OF PALACE OF
PRINCE ALBRECHT, BERLIN

A. V. MEUREN
PAINTER

Of the few pieces of sculpture exhibited, it would not be fair to sit in critical judgment, as it is stated they were included more especially to lend a decorative treatment to the galleries wherein the paintings are exhibited. One cannot, however, avoid some comparison, and we believe the pieces shown are collectively no better examples of the sculptor's art than might be found in the recently dispersed exhibition of the National Sculpture Society.

The educational value of this exhibition of German art cannot be disputed, and the interest aroused is shown by the large numbers that have visited it.

Fortunately we have in this country some few collectors and picture buyers who appreciate what has been accomplished by the American artist, and who also recognize how he has struggled to win this appreciation. And, unfortunately, we have a great many so-called patrons of the arts whose appreciation of a picture is confined to the fact that it is "imported," and whose measure of its value is gauged by their ability to correctly pronounce the artist's name.

To the former this exhibition will tell nothing new. To the latter, unless he is so wrapped in the smugness of his artistic shortcomings, we commenced a thoughtful and comparative examination of this collection of German art.

REPORT OF THE COMMITTEE TO CONSIDER THE RELATIONS OF OTHER ARCHITECTURAL SOCIETIES TO THE AMERICAN INSTITUTE OF ARCHITECTS

The committee appointed last year by President Day and confirmed by President Gilbert, "to consider the relations of other architectural societies to the Institute," begs to report that it has held several meetings and been in correspondence with the societies throughout the country with gratifying results.

Our report consists of three parts:

A. A general outline of work contemplated by our committee.

B. Our conclusions to date and suggestions offered for consideration by the Institute.

C. Our reasons for the conclusions.

At the outset, we wish to state that our recommendations are suggestive. We understand that our committee is only required to present facts as they exist and leave the solution to the Institute.

PART A.

We consider the main objects to be attained may be classified broadly under two headings, to wit: Social and Educational.

The social objective tending toward a closer union of fellowship. The educational objective being for the advancement and diffusion of architectural knowledge. This most important work to be carried on by those societies best equipped for it, but under the cognizance of the Institute as hereinafter outlined.

We deem it desirable to standardize the by-laws and the classes of membership of all the societies and to place similar grades or degrees in the different societies on the same footing. The intent being to "standardize" the grades throughout the country so that a member of a certain grade in one section would be on an equal footing, having passed through experiences to gain his position similar in degree, to one in any other section. This result would be gradually attained through the educational work.

The Atelier system founded by certain designated societies under the directions of the local chapters for the instruction of draftsmen, and local exhibitions of architectural drawings and mentions awarded, would advance the recipient as follows:

Certain values awarded to "A" college society member makes him eligible to "B" draftsman club. Mentions awarded to draftsman club eligible to "C" junior societies. Junior societies executed work eligible to "D" chapters of the American Institute of Architects.

Selected drawings from each section of the country might be sent to the annual conventions in Washington.

Establishment of medals by individuals, such as is done for the Royal Institute of British Architects, might ensue in time.

A circulating library of selected architectural books might be organized under restrictions and with certain deposits or guarantees. In this connection the papers and essays of the Institute could be circulated in the junior societies.

In time, Fine Arts Federations might be formed in various sections, embracing architecture, sculpture and the allied arts.

We suggest, furthermore, that a chapter member should be *ipso facto* a member of the Institute. This could be accomplished by having members pay all dues to their respective chapters and let each chapter pay its proportionate share to support the Institute.

PART B.

Under date of August 30, 1907, we addressed a circular letter to more than thirty architectural societies. We received responses from twenty-three societies, all of whom were interested in the idea.

Under date of April 10, 1908, we addressed a letter to the above societies, stating the general objects in view, and requested a reply to the following four queries:

First—The number of members.

Second—The number of classes of membership.

Third—How many are members of A. I. A. chapters?

Fourth—Do you do educational work?

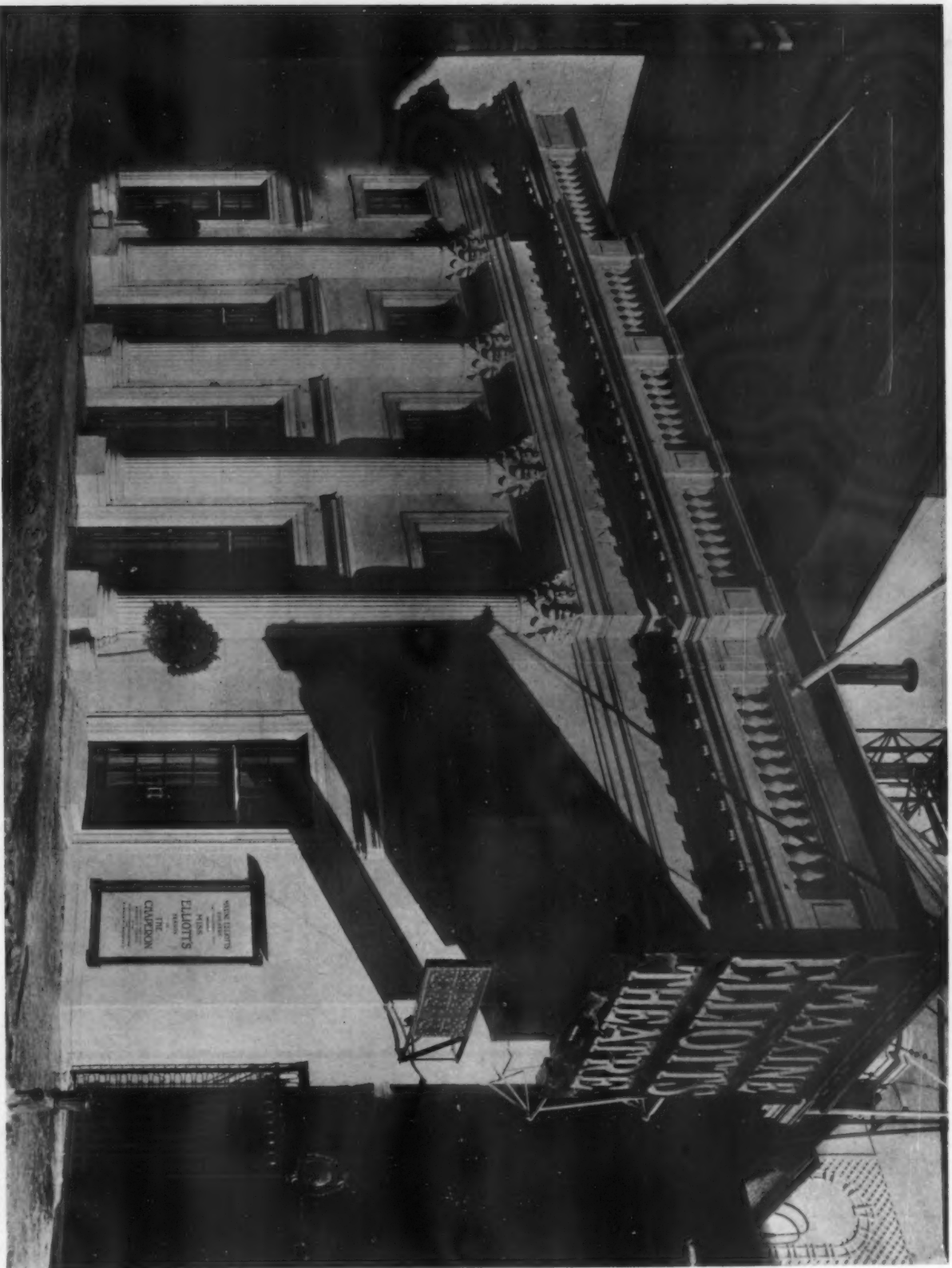
Out of nine societies that responded, comprising a total membership of 1449, we found 183, or only 12½ per cent., were members of chapters of the Institute.

The Architectural League of America, embracing sixteen societies, at their annual convention held in Detroit in September, 1908, adopted certain resolutions showing them to be fully in accord with the idea of a closer union with the Institute and suggesting that the idea would have more weight and dignity if the initiative proceeded from the older body, the Institute.

The president of the Institute invited the president of the League, and through him the presidents of the sixteen constituent societies, to meet at an informal conference with our committee. This conference was held Saturday, December 12, 1908. There were present at this conference the president of the Architectural League of America (who acted also in his capacity of president of the Detroit Architectural Club and representative of the Architectural Club of the University of Illinois); the presidents of the T Square Club, Cleveland Archi-

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FOYER

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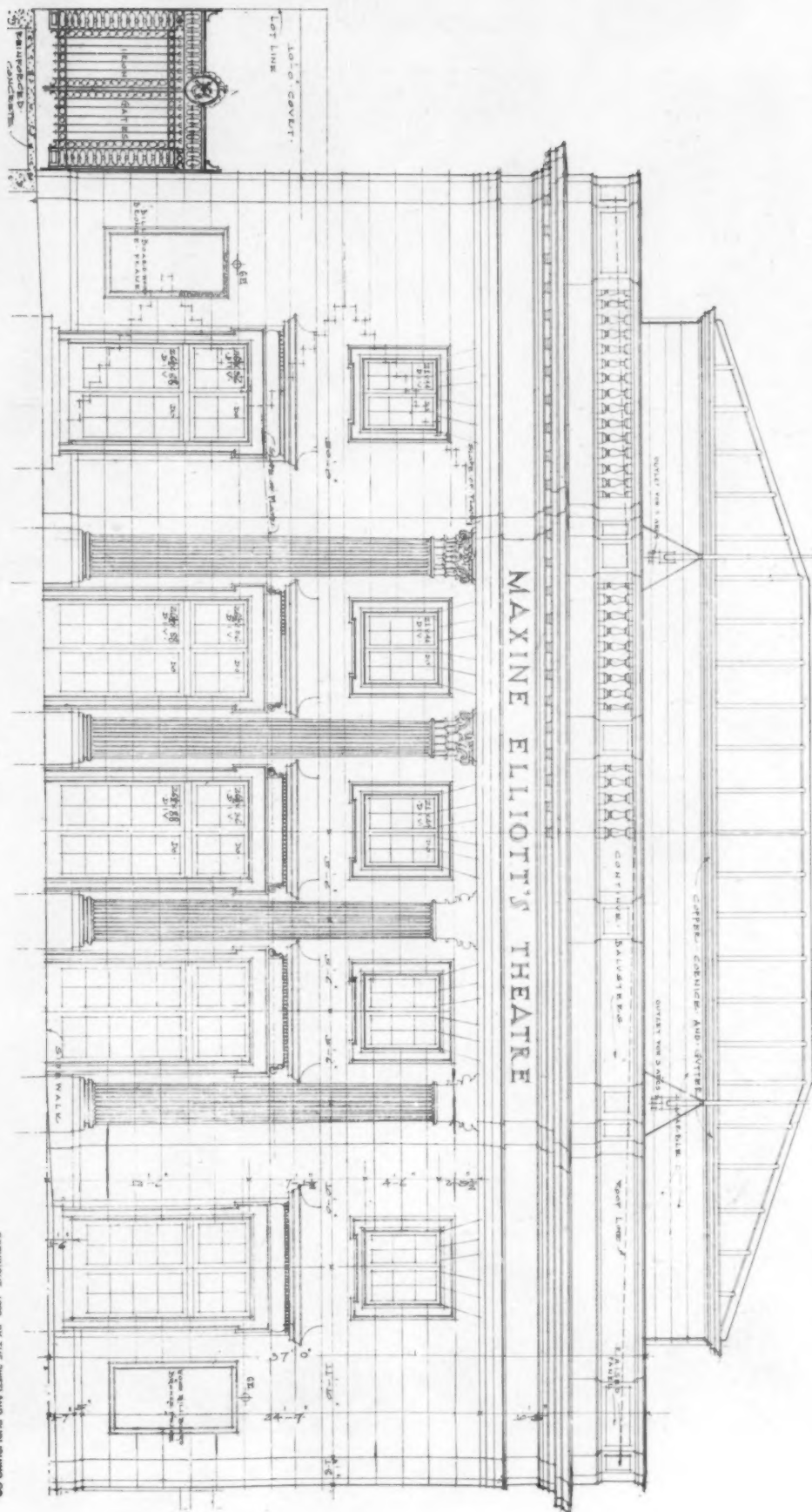
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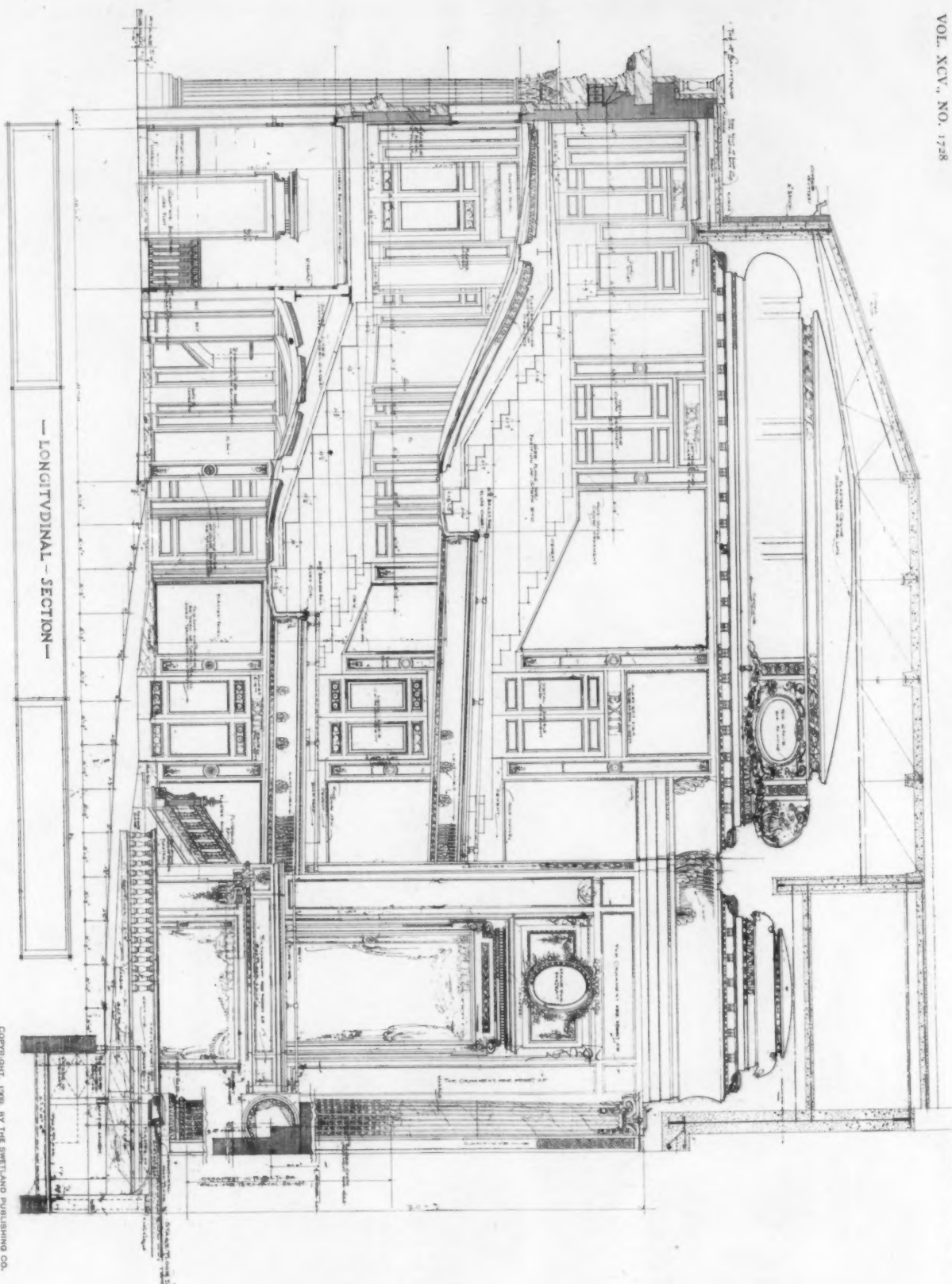


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MAIN ELEVATION

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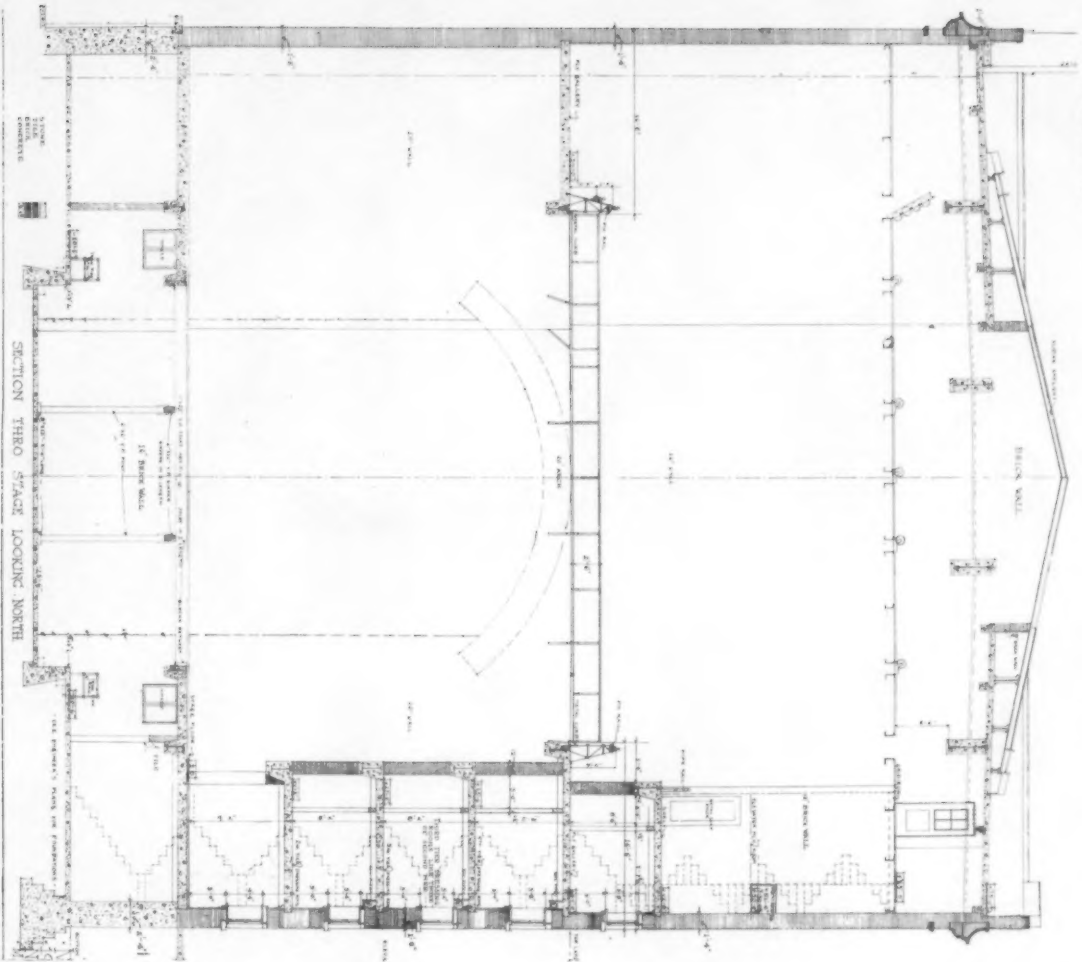
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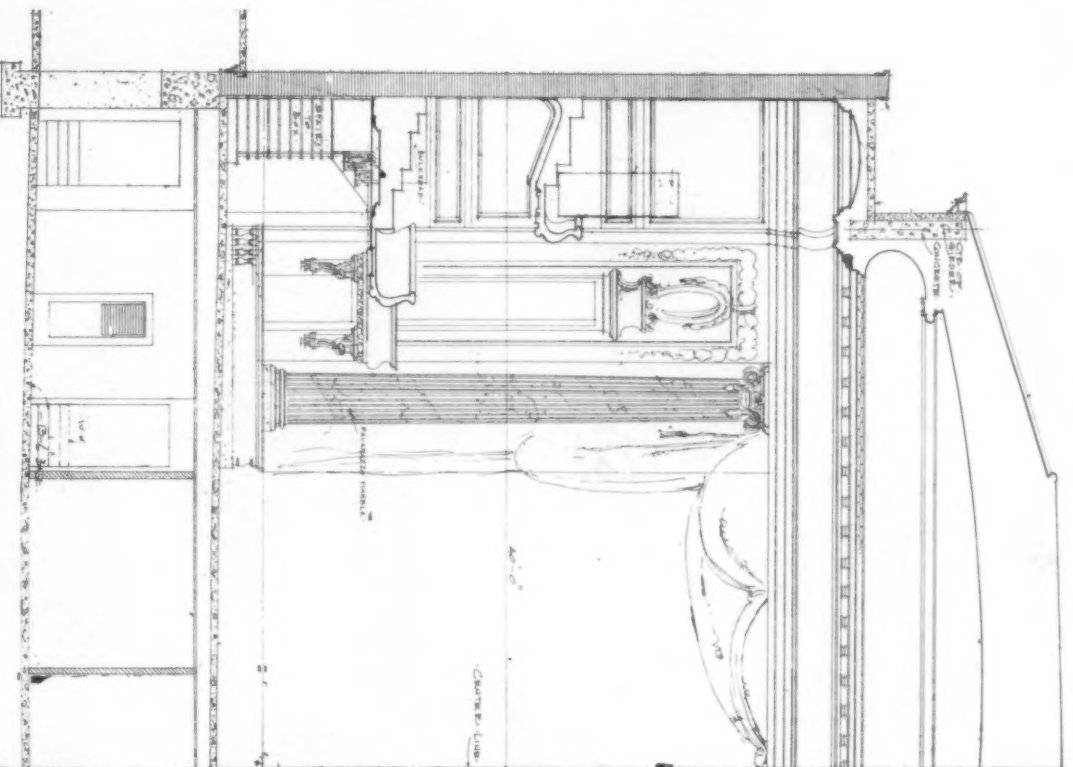
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SECTIONS

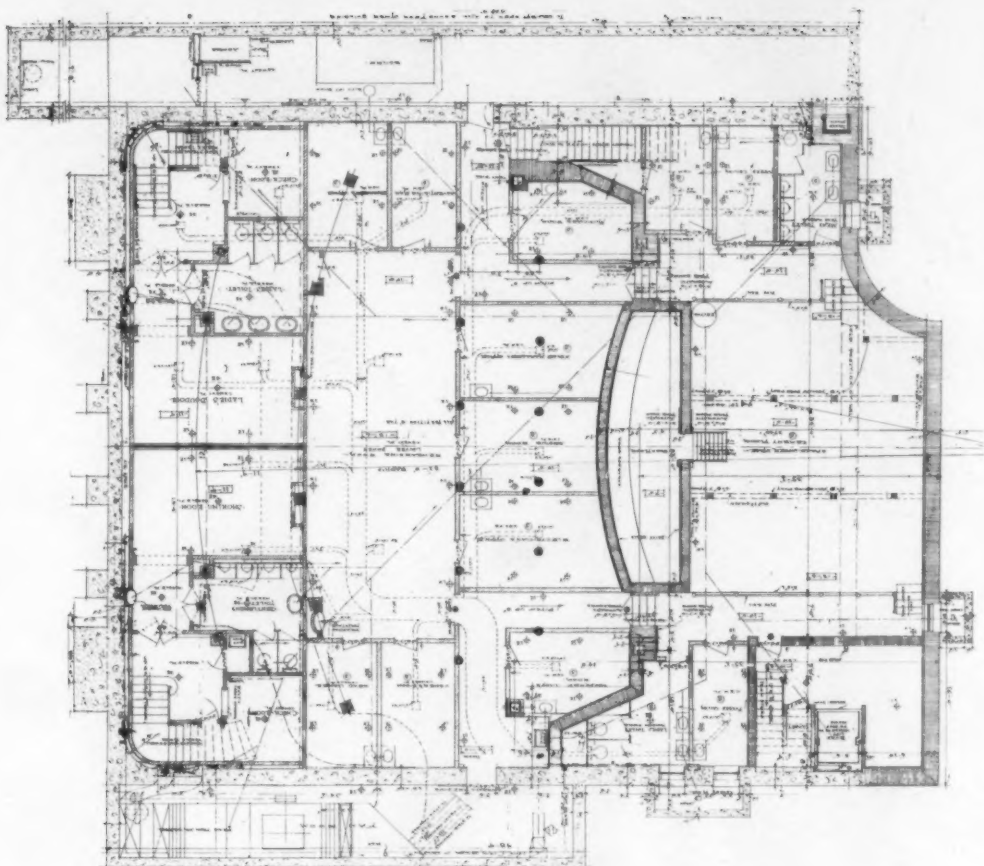


CROSS SECTION.
LOOKING TOWARD STAGE

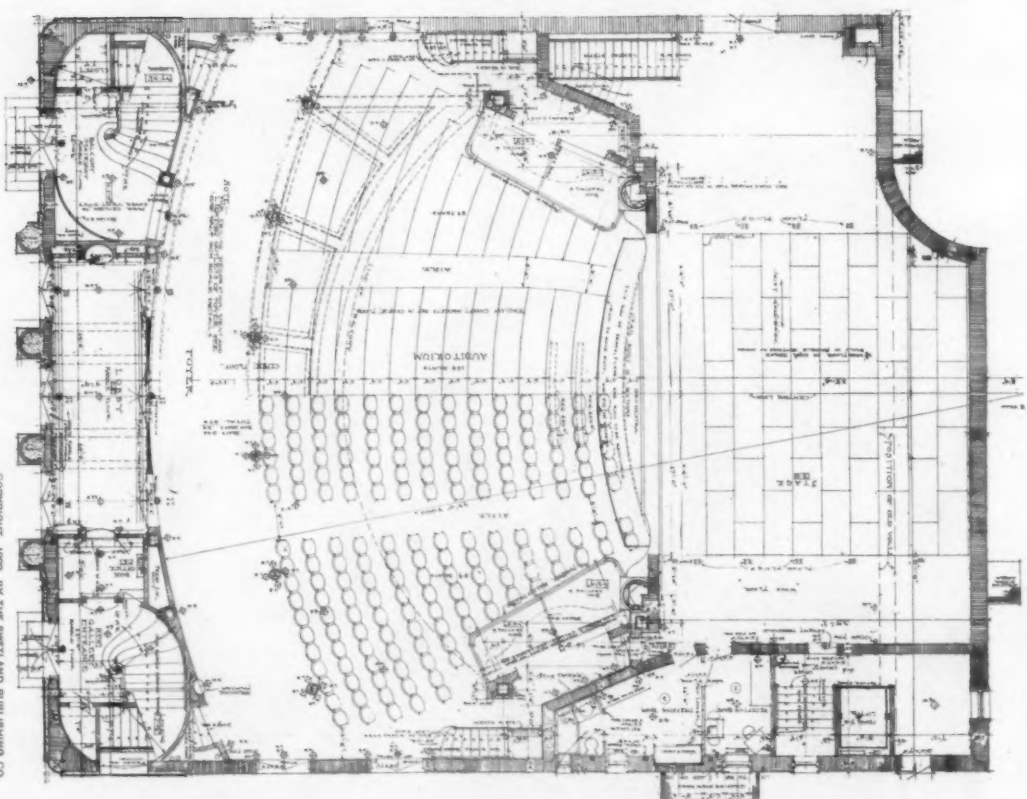
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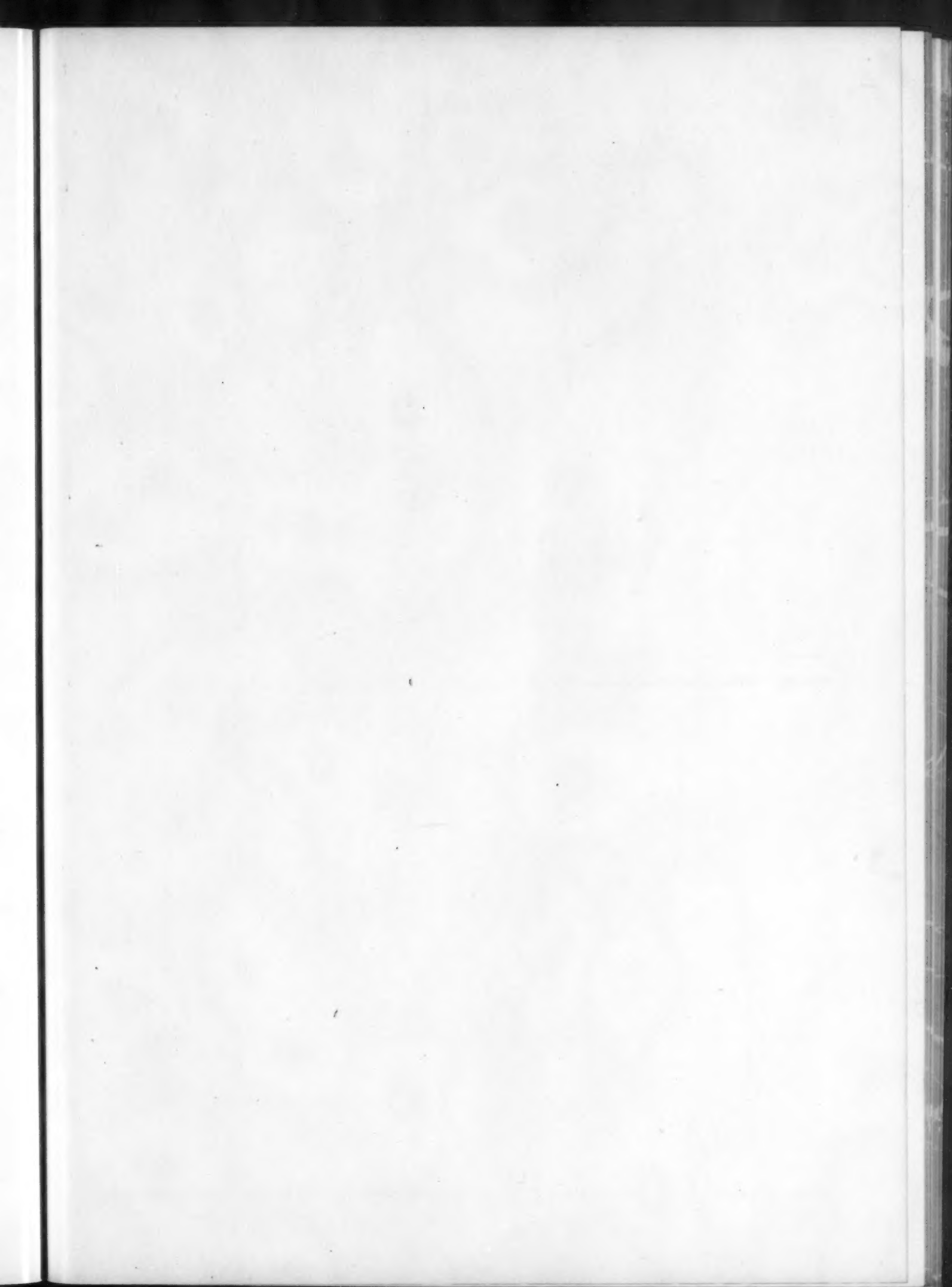


BASEMENT PLAN
MAXINE ELLIOTT'S THEATER
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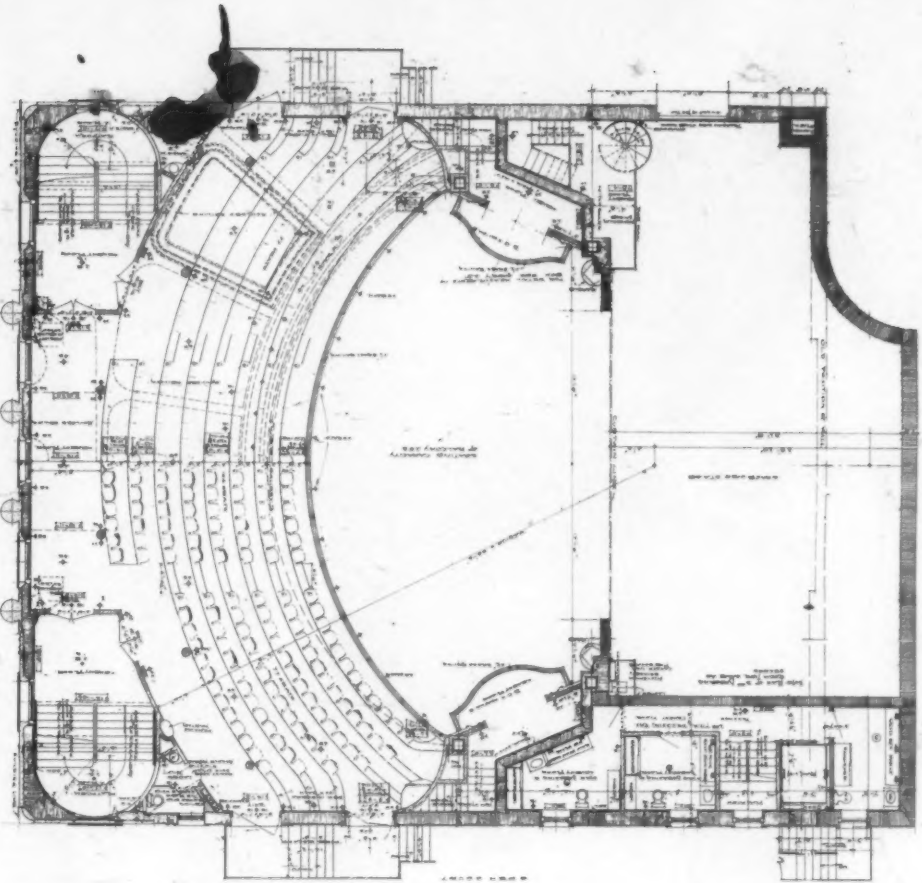
ORCHESTRA FLOOR PLAN
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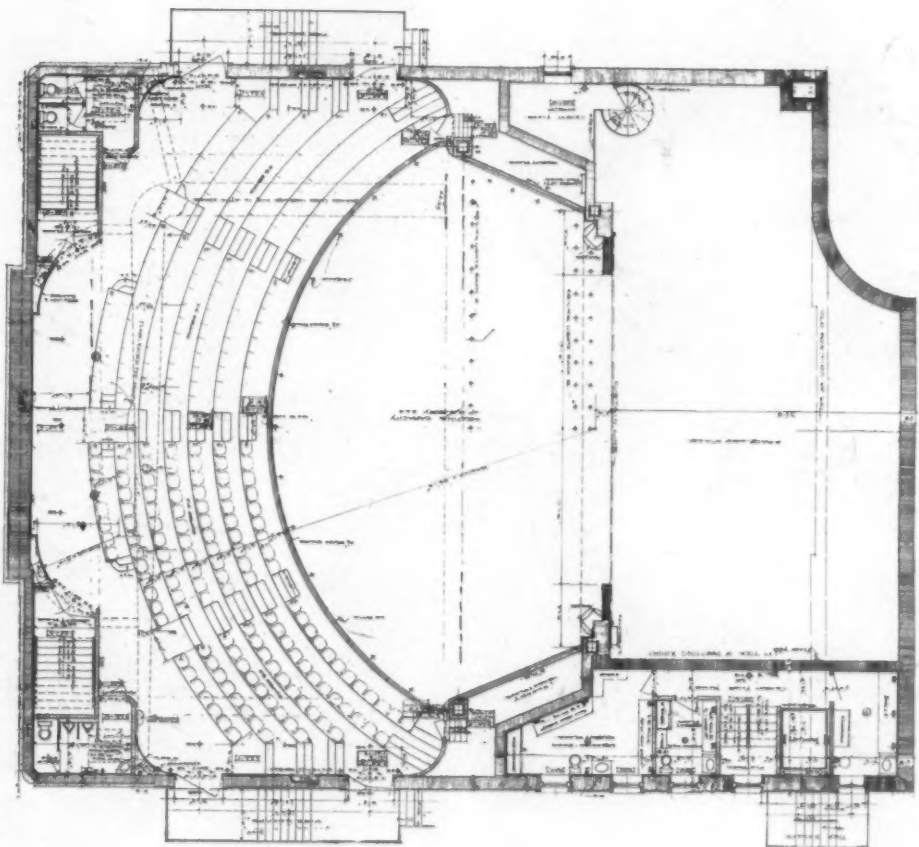


HOTEL DU GRAND CERF (XVI. CENTURY), LE GRAND ANDELY, FRANCE.



GALLERY PLAN

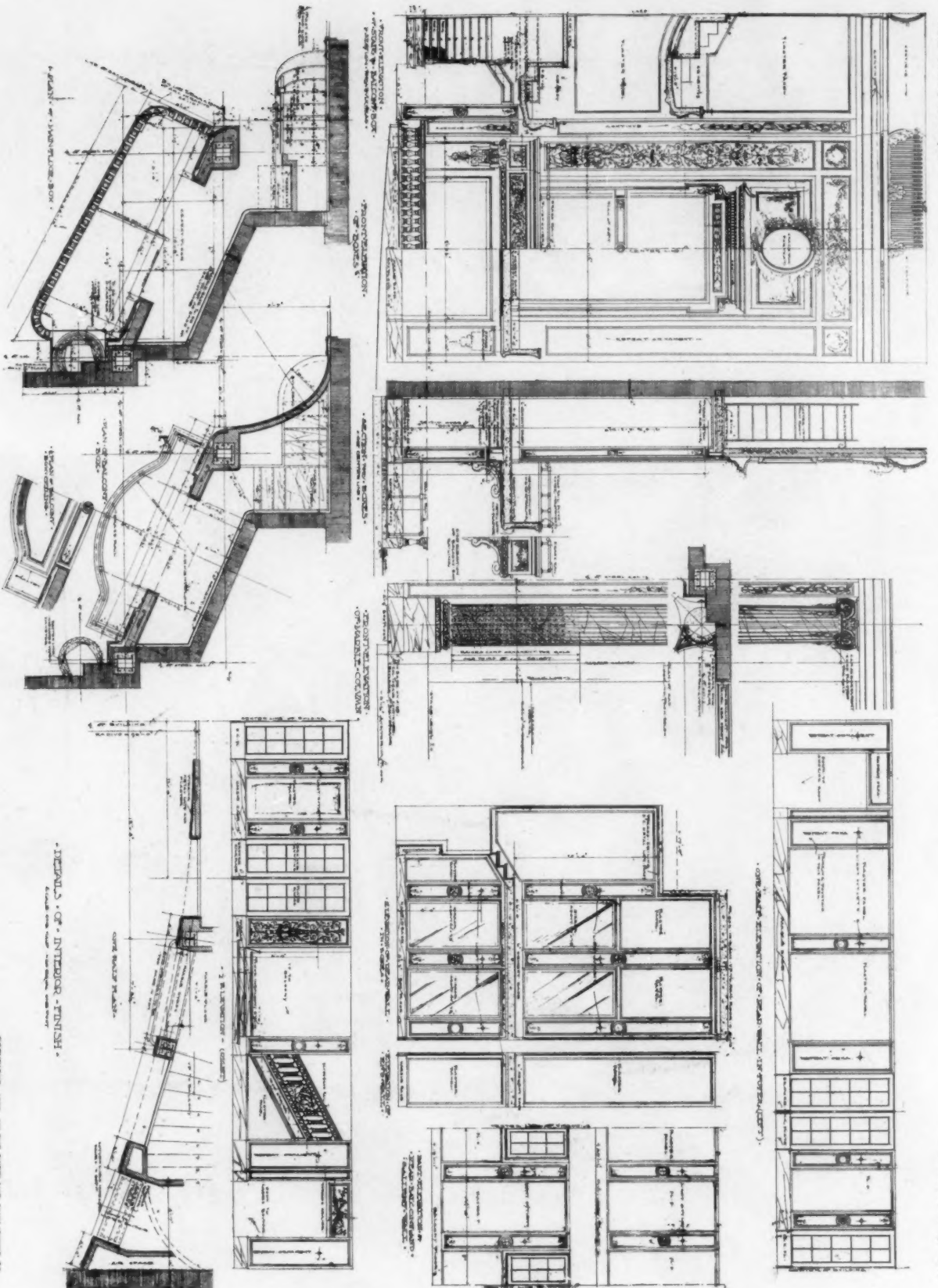
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BALCONY PLAN

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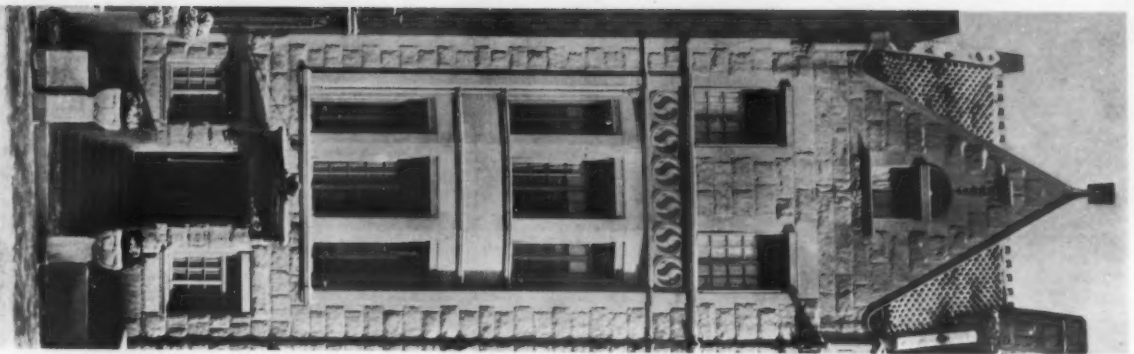
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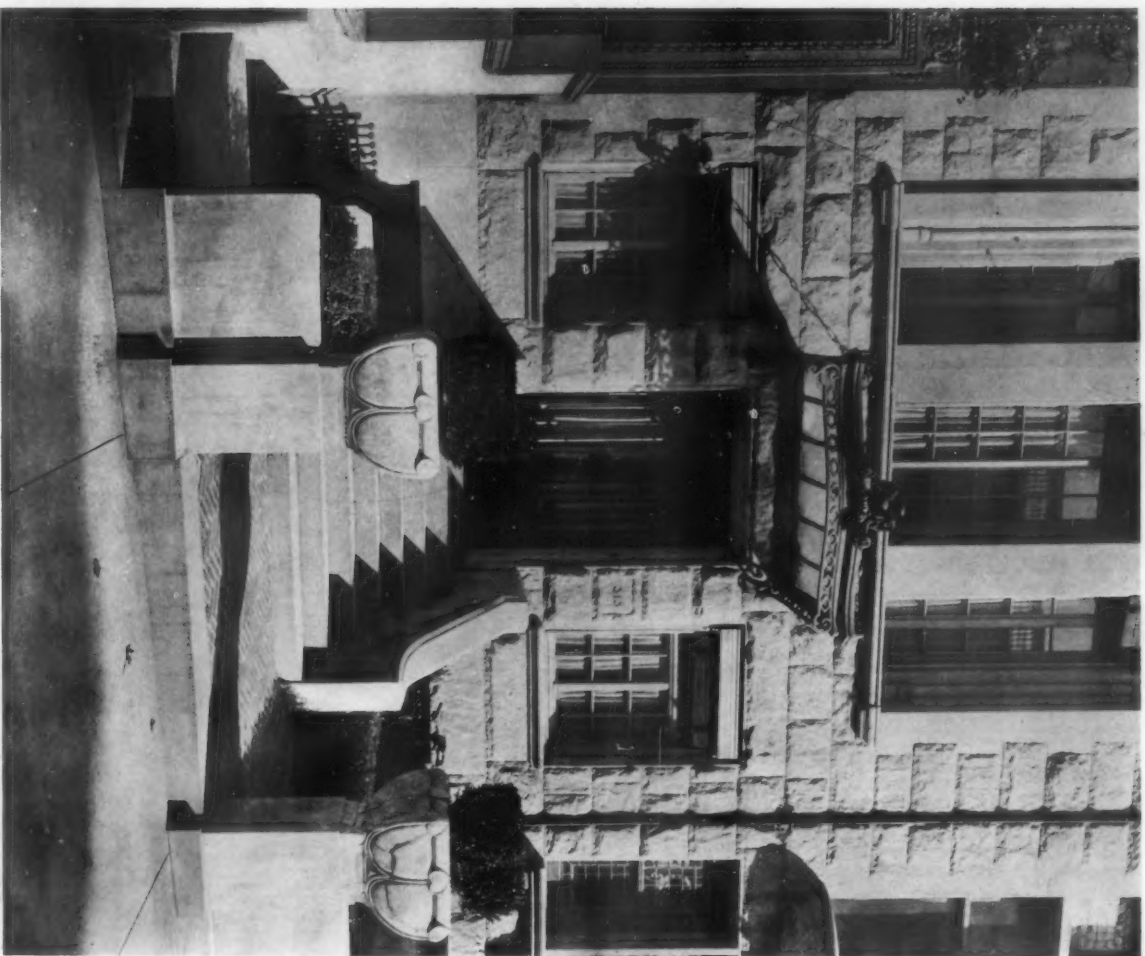
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DETAILS

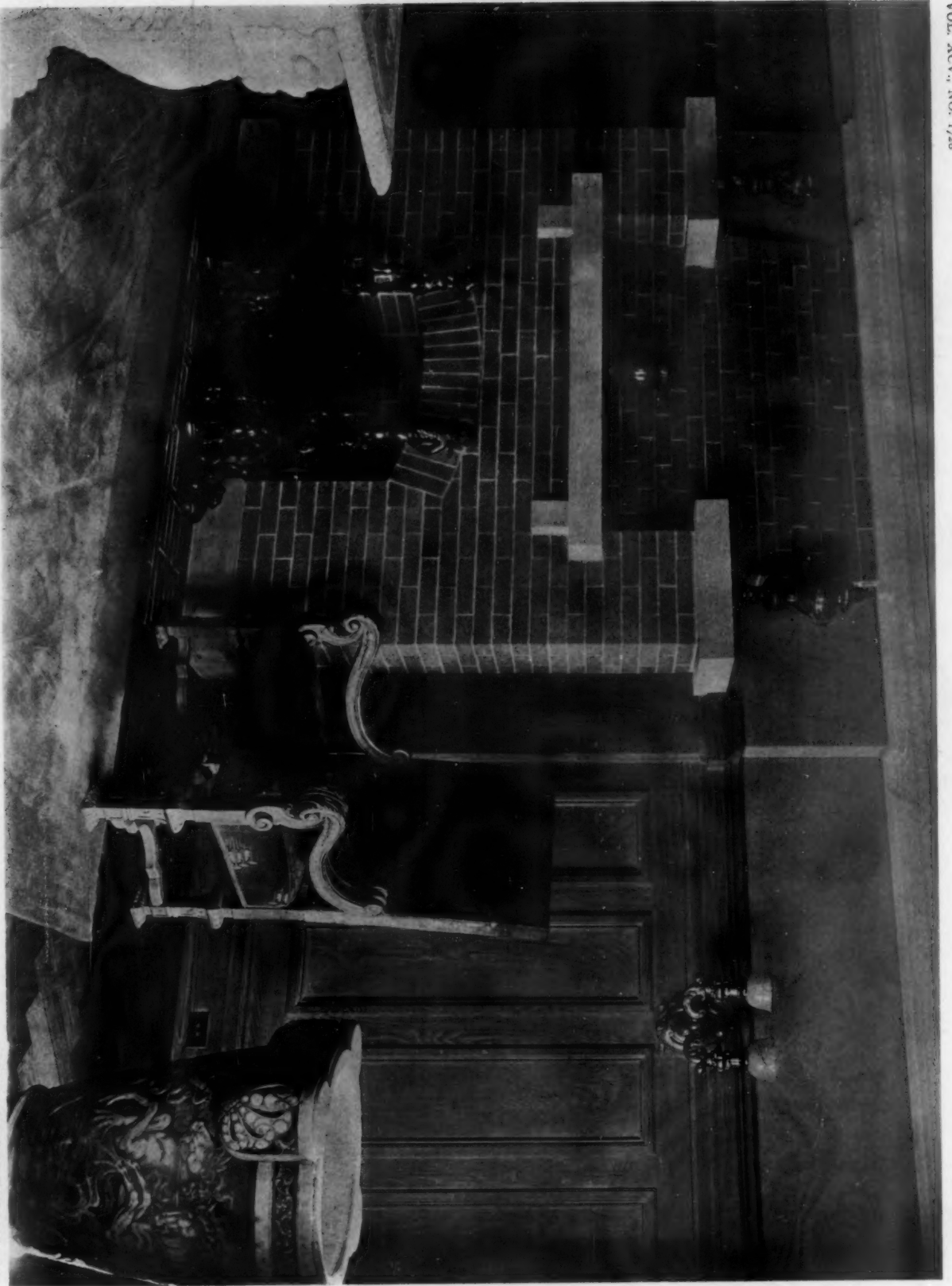
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VIEW IN ENTRANCE HALL

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STAIRWAY TO SECOND FLOOR

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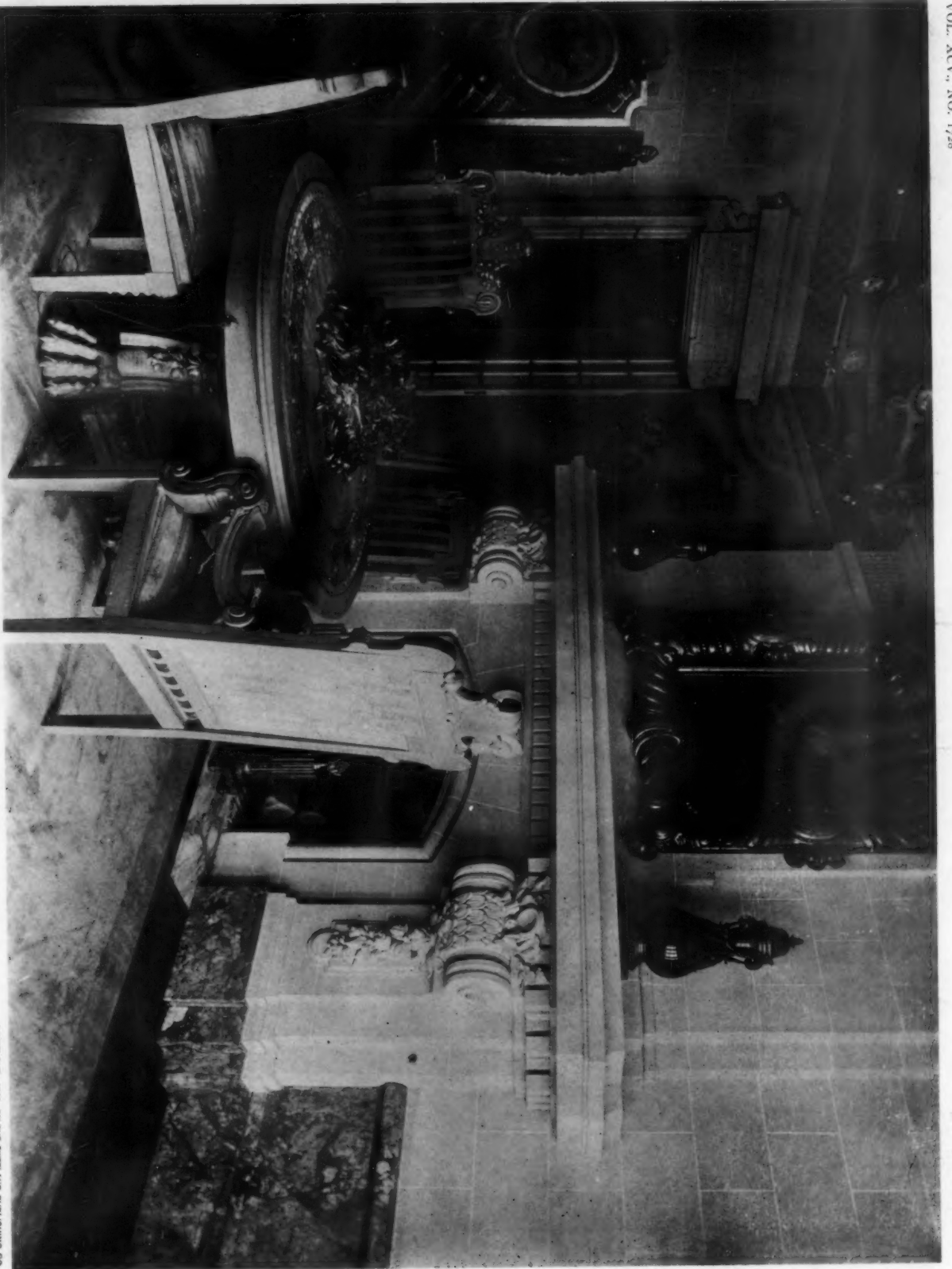
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THE DINING ROOM

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tectural Club, Washington Architectural Club, Boston Architectural Club, the chairman of the Education Committee of the Beaux Arts Society, and a majority of our committee with the president and vice-president of the Institute. As a result of this conference the following set of resolutions was unanimously adopted:

Whereas, experience has shown that students and draftsmen, who purpose to follow the profession of architecture, should be brought under the influence of the A. I. A. at the outset of their careers, so that they might become familiar with the principles which are held by the A. I. A. as those to be followed in the practice of their profession; and,

Whereas, it is clear that these young men should be encouraged by the Institute and enter and remain in classes organized for the study of architecture; and

Whereas, these men, if they have been under the cognizance of the Institute for some years, will ultimately form a class from which it can draw most valuable members to its body, and

Whereas, the architectural societies who occupy themselves with the subject of education should be brought into closer touch with the Institute; then be it

Resolved, That it is the sentiment of this meeting to recommend to the Board of Directors of the A. I. A. that they consider a plan whereby members of classes and schools for the study of architecture, draftsmen and others may be admitted to some form of students of junior section in the Institute as a recognition of merit, as a means of guiding them, as an incentive to study, and with a view of obtaining satisfactory future members of the organization, and furthermore that a place be found on the board for one or more representatives of those societies which shall have shown themselves useful in the cause of architectural education.

The young architectural student entering college might be enrolled on the Institute list and pay a small registration fee. This would start him in line and stimulate his effort.

So with a student starting in a Society Atelier or in an office. Success will depend upon the personal endeavor of the student, combined with effort on the part of the societies doing the educational work.

In the Beaux-Arts Society work it is observed that many draftsmen use the courses offered to improve themselves just enough to demand higher wages, and many are content to drop out. Others, however, keep on to the capture of the Paris prize or to minor prizes offered by the society.

In this connection the Academy of Rome might be a goal for future students under Institute patronage.

The strength of the Atelier system lies in its social "camaderie" as well as in its educational work. The ateliers serve as clubs, inexpensive and attractive.

The demand throughout the middle West and beyond for a system is greater even than in the East, where technical schools are more accessible.

PART C.

There are more than thirty architectural societies in the country. The Architectural League of America is composed of sixteen of these societies, including 1,700 members, most of whom have youth and energy. They now ask the Institute to indicate the road they should take in order to arrive finally in the Institute fold. They do not ask for financial aid from the Institute. They do not ask to be taken in until they are duly prepared.

If some provision be not made by the Institute for this ever increasing element, its enthusiasm will carry it away from us entirely by the establishment of a separate organization of some kind. This would certainly be a misfortune.

The work of our committee will be accomplished if we open a gate in the Institute and direct this rising flood in the proper channel, otherwise the banks will be overflowed and very valuable strength, energy and enthusiasm be dissipated, resulting in a greater loss to the Institute than to the younger societies.

Our proposition is to influence the education of the younger men so that they may eventually enter the Institute. The Royal Institute of British Architects does this. It has over one thousand students. We do not ask the American Institute to do more than open its doors when the younger men, duly prepared by their education, knock for admission.

Resolved, That it is the sense of this convention that the A. I. A. consider the advisability of establishment of a student group or section similar to that of the R. I. B. A., and that the Institute provide for representation upon its board of directors of those societies which shall have shown themselves useful in the cause of architectural education.

REPORT OF THE COMMITTEE ON THE RELATIONS OF ARCHITECTS TO THE CONTRACTING SYSTEM

The Chairman of this Committee addressed the Convention as follows:

Your Committee has not, strictly speaking, a report to present at this time on the relations of the architects to the contracting system.

In reporting progress and making a recommendation, I beg leave to submit a few remarks germane to the subject, void of anything academic or ethereal.

At a former convention of the Institute, a preliminary report of the Committee on the relation of architects to the contracting system was presented, and the following was the conclusion of the report:

"Many members voice their hearty accord with the ideas presented in the report. In order that those ideas might receive the formal sanction of the Institute, a committee was appointed to draft resolutions, which being offered at a subsequent session, were unanimously adopted as follows:

"WHEREAS, The existing condition outlined by the report of the committee on the relation of architects to the contracting system, is one which menaces the entire architectural profession, and if carried to its logical conclusion, would make impossible 'the honorable practice of architecture,' therefore, be it

"RESOLVED: That this report to be adopted as expressing, not alone the ideas of the members of the committee, but as well the convictions of the American Institute of Architects in convention assembled."

This report was ordered printed and sent to each member of the Institute and from the attention it received it was no doubt the intention that your Board appointed the present Committee to follow the text of this documentary report in order to try and arrive at something tangible and remedial in its deliberations. Without any other definite instructions, your Committee has so taken it, and can only report progress as the work involves two parties who are both vitally interested and who must work together along lines not at variance with each other, otherwise we can go along from year to year expressing our ideas and convictions in convention assembled, and never remedy the evils that exist.

The American Institute of Architects as a chartered body can hardly go beyond a vote of censure by way of discipline within its membership ranks—a member so censured still remains a member in good standing as long as he pays his dues and abides by its constitution and by-laws—beyond this a member can practice his profession as he sees fit, a lawyer can be disbarred, a doctor can be criminally charged with malpractice, but an architect can quote code of ethics when the occasion is of benefit to him, and break them with impunity, vice versa. It is well to remember this.

When the American Institute can adopt a code governing practice with penalty for breach of same, that each member will sign and agree to abide by, then only can we advocate and dictate a rule that will be binding, and thus approach the relationship to the contracting system single-handed.

On the other side we have the contractor. He may be known as general contractor, controlling many sub-contractors, or he may be the latest production—the Building Corporation, controlling everything from the fee to the final.

The preliminary report of last year was no weakling, it was a man's effort as far as it went, but, when you have passed a resolution expressing your convictions, what are you going to do about it?

The Building Corporation is within the law. It owns or controls the ground. It furnishes the money to pay for everything. As contractor it builds the building. As owner it employs the architect. The architect, as agent of the owner, designs the building.

Ask yourself this question—to-morrow the above described owner is coming to your office to offer to employ you as his architect for the new Revenue Producers' Investment Building, to cost approximately ten million dollars, what answer are you going to give him?

Are we thinking along the lines of least resistance? Are we unprogressive? Are we keeping step with the rear guard or riding on the tail-board?

Perhaps after all we are borrowing trouble and should not look to the future with eyes of fear.

Twenty years ago the architect occupied quite a different position than he does to-day, so did the practitioner in the other professions. To-day large corporations employ their legal talent on a yearly salary basis; if they employ a great number of workmen their medical attendance is on this same basis. Insurance corporations have a large staff, both legal and medical on a salary basis, and many concerns with many plants and properties have their own Architectural Departments on a salary basis. The Boards of Education in New York, Chicago and St. Louis have their Architectural Departments doing a vast amount of building on a salary basis. It is economical or all this would not exist by this time. These are all signs of the times. Many of our members even to the small practitioner, have at some time or other designed a building, residence, mercantile or otherwise, for an owner who was contractor and constructed his own building. The architect received his fee and was satisfied, he would probably like to receive a similar order each year, so when the owner is the builder the principle is the same in a free country, and, though rich, he has become poor, for he is with us now and may be always. When we are unable to separate the sheep from the goats within our own fold, it is the height of presumption for us to tell the corporation goat that he is "with-out" and "persona non grata" at our fireside.

It is no doubt true that this evolution has been fostered by ourselves in the past; we seek to undo at this late day the creature we partially created. Are we in position to undo at least the part we are responsible for? Yes, so far as the owner and the builder are separate individuals, but the corporation as owner and contractor is an individual and has the same vested rights that we have as individuals to practice as we see fit.

In the days of ancient history, architects and builders were as one, class education in time made the architect a man apart and above the workman, universal free and higher education of the masses is bringing about a change in conditions; if we would preserve our professional position, our remedy lies in legislative enactment of which state examination and license is the preliminary step. Many of our architects are becoming contractors as officers and assistants in building corporations; they make the building corporation capable and can do just as good work as can be desired if the people want it, but they cater to a class of building that is commercial, and the term "commercial work" is becoming customary, and, as custom makes law, there is only one long time winner that is supreme, that is "survival of the fittest."

It is useless, futile and foolish for us as a body to antagonize. Shall we stoop so low as to spell out the word "boycott" and become like the stubborn oak on the bank that went down in the flood while the reed in the river bends as the flood passes o'er? Let us be pliable as the reed and live after it is over. The building corporations have come to live with us for a while at least; we are not concerned with them one way or the other, the general contractor has been with us for a long time and some few are not what they should be. As long as the general contractor is a practical man, skilled in the art of building and with a pride in his work, the general contracting system has merit, or when some special exigency of finance or other consideration makes it necessary, a general contractor may be availed of and may be useful to the owner and all concerned, but, a system which eventuates in the general contractor becoming not only the center of authority, but dominating the owner himself, and subordinating the architect to his control and reducing the skilled sub-contractors to such a point that they cannot do good work, is detrimental to the entire building interest.

Several years ago the question of contract relationship came up between contractors and architects; darkened clouds ap-

peared only to be brushed away when this Institute appointed a Committee on Uniform Contract to meet with a like committee of the National Association of Builders. It was not without misgivings on our part, that we feared little would come of it. The result was, they met us halfway, and after a few years of work and revisions, etc., it proved very successful.

The barrier was swept away; why not approach the system in like manner to the contract, and thus the question that is vital to any success as a remedy to the system in the matter of bidding as sub-contractors can be properly placed before both organizations, and for the present until definite results are obtained, let each and every member earnestly bear in mind that section of the preliminary report which read as follows:

"There may be times when we should advocate the employment of the general contractor, but as a rule it should be the sentiment of the architects of the country to deal with the men who do the work, and that, so far as possible, we should induce our clients to revert to the old system of letting special contracts for each important branch of their work."

We have been building up a system through the general contractor which is destroying ourselves. By a recurrence to the old system, at least in part, we will re-establish our influence. It should be pointed out to an owner that disinterested supervision and guidance will not inure to his benefit and that it is a reversion, not an advance, to make the architect, as a partner or otherwise, an interested party in connections with the construction and design.

We make this as a recommendation that steps be taken by this organization looking towards a joint conference on the relations of architects to the contract system with the National Association of Builders in manner as the Board of Directors shall deem advisable, and further, that the section of the preliminary report just above referred to be kept in mind, urged and put in force where and whenever possible.

REPORT OF COMMITTEE ON STANDARDIZATION OF DOCUMENTS

The Committee has prosecuted its work during the past year closely in accordance with the program laid out in its last report.

Owing to the delay encountered in getting reports from the various Chapter committees, it was not until less than a month ago that material was on hand enabling your Committee to hold a joint session in New York for the purpose of passing on the various Chapter reports, although the first edition was issued to all the Chapters as long ago as January, 1908.

As to the financial status of the work, the total recorded expenses to November 30, 1908, have amounted to \$654.57, of which the Institute has paid \$435.29, leaving the balance of expenses carried by the Committee, or as yet unpaid, of \$219.28. To this sum should be added the expenses incident to the general committee meeting held from November 30 to December 2 last, in New York, for which the accounts are not yet in.

In accordance with a resolution passed at the convention in Chicago in November, 1907, your Board was authorized to pass upon and adopt the Report of the Standing Committee on Specifications and Contracts with relation to the standardization of documents after the first printed edition had been criticised and revised by the Committee as proposed and explained in the Committee's report of last year.

As a preliminary to asking, therefore, for final approval and adoption of the majority of the Forms of Standard Documents under our consideration, your Committee takes pleasure in handing to the members of the Board of Directors copies of the final draft for a second printed edition, covering Instructions to Bidders, Form of Proposal, Form of Agreement, Form of Bond, and General Conditions of the Contract and Specifications, together with copies of the first printed edition for comparison.

This is the result of the careful consideration of the various criticisms made by a great majority of the Chapters of the Institute upon the first printed edition issued January last, and while in matters of detail and several rather important questions, hereinafter mentioned, the report is not ready for

final adoption and issuance, your Committee herewith submits it to the Board of Directors for their criticism and suggestions.

In the nature of the case, any such document will, of course, be subject to changes in accordance with the growth and change of architectural practice of the country, and especially with the knowledge which will come from actual use of the document; but the Committee hopes that this final draft, when criticised by your Board and the various members of the Committee, and passed upon by legal counsel, will be in shape for issuance by the Institute, in so far as respects the forms covered in the report, viz., Instructions to Bidders, Form of Proposal, Form of Agreement, Form of Bond, General Conditions of Specifications.

As the Committee wishes to give more thought to the balance of the matter, including especially the Standardization of Symbols, it begs to withhold its report thereon for the present.

With relation to these drafts, your Committee begs to ask your consideration on the following points:

1. When first outlining its work, your Committee took occasion to consult Mr. Ernest Eidlitz with relation to certain general questions bearing on the contractual relations, and now that the work is nearly in final shape, it seems that it should have a careful legal consideration, if possible, of the best authorities on this class of work in the country. It seems as if the value to the profession of such a document, and consequently the possible financial revenue to the Institute therefrom would be very much enhanced by the knowledge that the documents had been passed upon by the highest authorities. It seems, therefore, that it would be wise to consider making some arrangement by which we should be able to get such criticism and authority before finally issuing the document.

2. In a similar way the documents ought to be discussed with representative contractors of high grade, and your Committee is about to obtain opinions in different localities so that any question especially pertaining to their point of view may be carefully considered before the edition is finally issued. The question is open for consideration as to whether it is advisable or necessary to obtain any final endorsement by the Association representing the building contractors' interests.

3. While your Committee realizes that any standard documents may be subject to more or less modification in some sections of the country, it has been its aim, while attempting to make a specific document which could be used in actual practice for standard classes of work, at the same time to produce one which might be regarded as a species of code of reference as representing the judgment of the Institute as to what constitutes the best practice of the profession. Even those Chapters that have reported that under their local customs they do not think the documents as issued could be actually used, have been almost unanimous in stating that they considered them valuable for reference purposes and as a basis upon which modified forms could be constructed suited to local conditions. In this respect it is proper to call attention to the fact that while your Committee has in the construction of these present documents principally considered their use in connection with a single or general contract, there is, I believe, nothing contained therein which would prohibit their use for operations under several separate contracts without a general contractor. Moreover, while the Committee feels that its new form of Contract is better, for various reasons, than the Uniform Agreement, it has so drafted the present documents as to make it possible for architects to use the Uniform Agreement in connection with them without, I believe, any conflict, although necessarily with some overlapping of provisions. In this connection it is interesting to note that the Royal Institute of British Architects has a standard form of Contract and General Conditions of the Contract covering substantially the same ground as the corresponding portion of our own document.

4. The documents as they now stand are prepared on the basis of an operation of average importance, and it has been the intention of the Committee after the completion of the documents on this basis to consider and suggest in an appendix such changes as ought to be made therein for government work or the smaller operations of ordinary practice.

5. A very important question has throughout complicated the writing of these documents as to whether the architect was

to be considered at all times the agent of the owner or only when specifically authorized under conditions in the Contract or by specific authority from the owner himself. This question was considered by the majority of the Chapters in their reports, and it appears that the custom is widespread of regarding the architect as the owner's agent; on the other hand, a strong minority hold that he should not be regarded as the agent and advanced good reasons for that opinion. Your Committee, rather inclining to this latter opinion, has tried to avoid any definition of his status in these documents, leaving this as a matter still to be determined either by alteration or addition to the documents or in the Form of Contract between the owner and the architect not yet formulated but logically necessary to complete the entire scheme of practice. This is one of the questions on which competent legal opinion would be most important and valuable, the decisions of the courts being various and the practice by no means uniform, apparently, in this country.

6. As to Insurance. While a certain number of the Chapters appeared to favor the scheme of the old Uniform Contract, in which the owner insured for all interests, the sum recovered being paid to the owner and the contractor as their interests might appear, the large majority favored that suggested by the Committee as Scheme "E." This has, therefore, been amplified in the light of various criticisms received from several Chapters and adopted in the draft submitted herewith.

By reason of the death of Mr. Alfred Stone, the membership of your Committee has been once more made incomplete, and its strength impaired by the loss of one of its most interested and enthusiastic members, with whom it was always a great pleasure to associate and work and who, like Mr. Heine, has added to his long record of generous service to the Institute a last contribution in his labor on documents.

The tenth annual report of Franklin B. Ware, State Architect, New York, is an interesting document which clearly sets forth the work accomplished during the fiscal year, and embodies many suggestions of legislative action tending toward the securing of greater efficiency and consequently more valuable results by the State Architects' office.

During the fiscal year, which ended September 30, 1908, the total contracts made were \$4,117,168, and the total in force at the close of the year was \$5,395,000.

In view of certain happenings during the past year, Mr. Ware's recommendations under the head of Competitions will be read with interest.

He states: "Should the State contemplate providing for the selection of architects by competition for State work, when the circumstances warrant, a general law should be passed containing the provisions that all competitions shall be held only when recommended by the State Architect, with the approval of the Governor; that the rules and regulations governing competitions should be prepared by the State Architect and that the Board of Award should be composed of men capable of passing on the architectural as well as the practical features of the design. Practically all of the best architects in the country are members of a society that has formulated a code for the conduct of competitions and if the State expects to obtain the services of these men by competition the conditions should be drawn up so as not to conflict with the code, except as its provisions might conflict with the State laws. The State Architect should be the adviser in all matters of an architectural nature connected with State work and his powers and duties in connection with competitions should be much greater than they have heretofore been under the laws providing for competition in specific cases."

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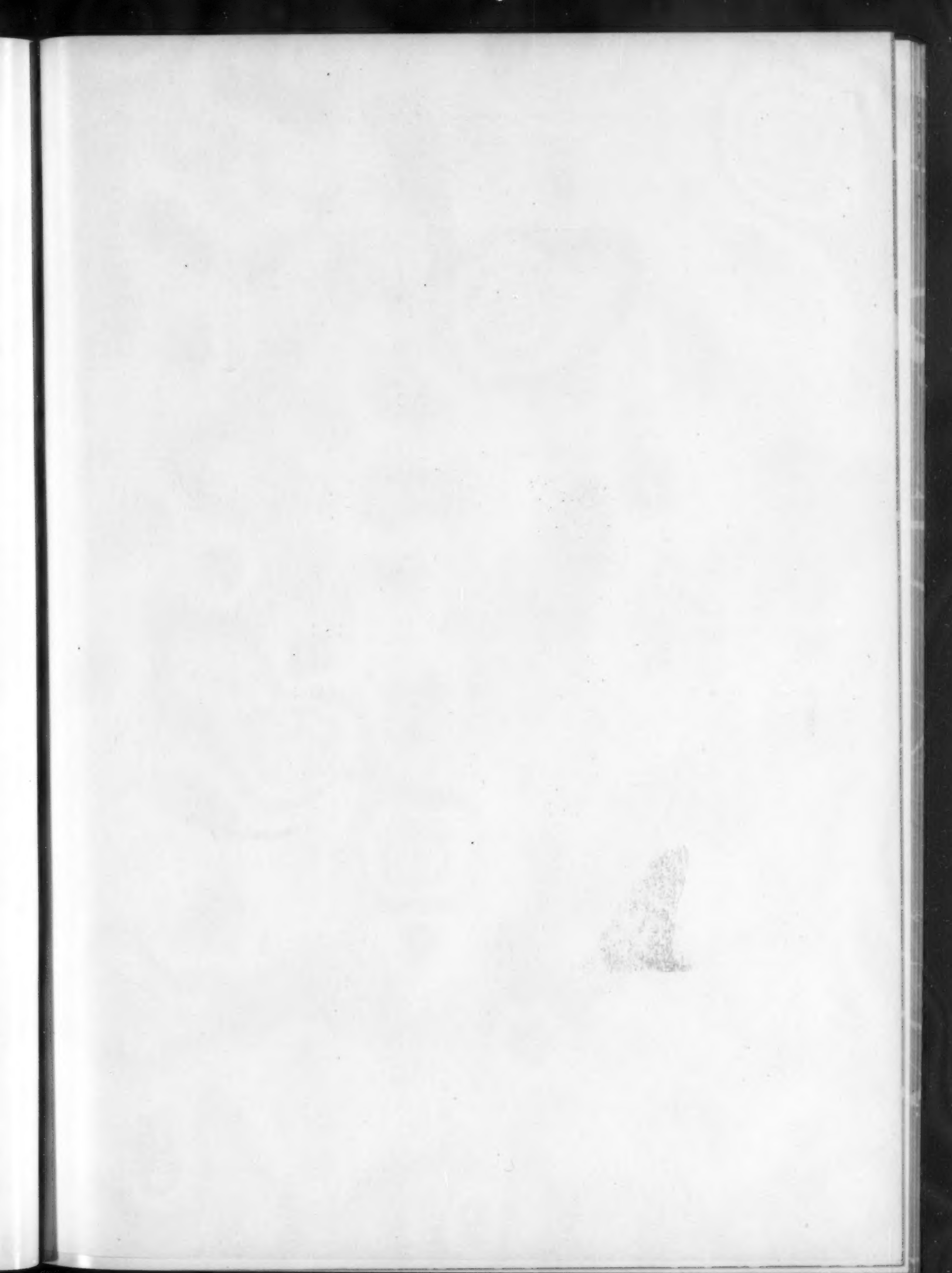
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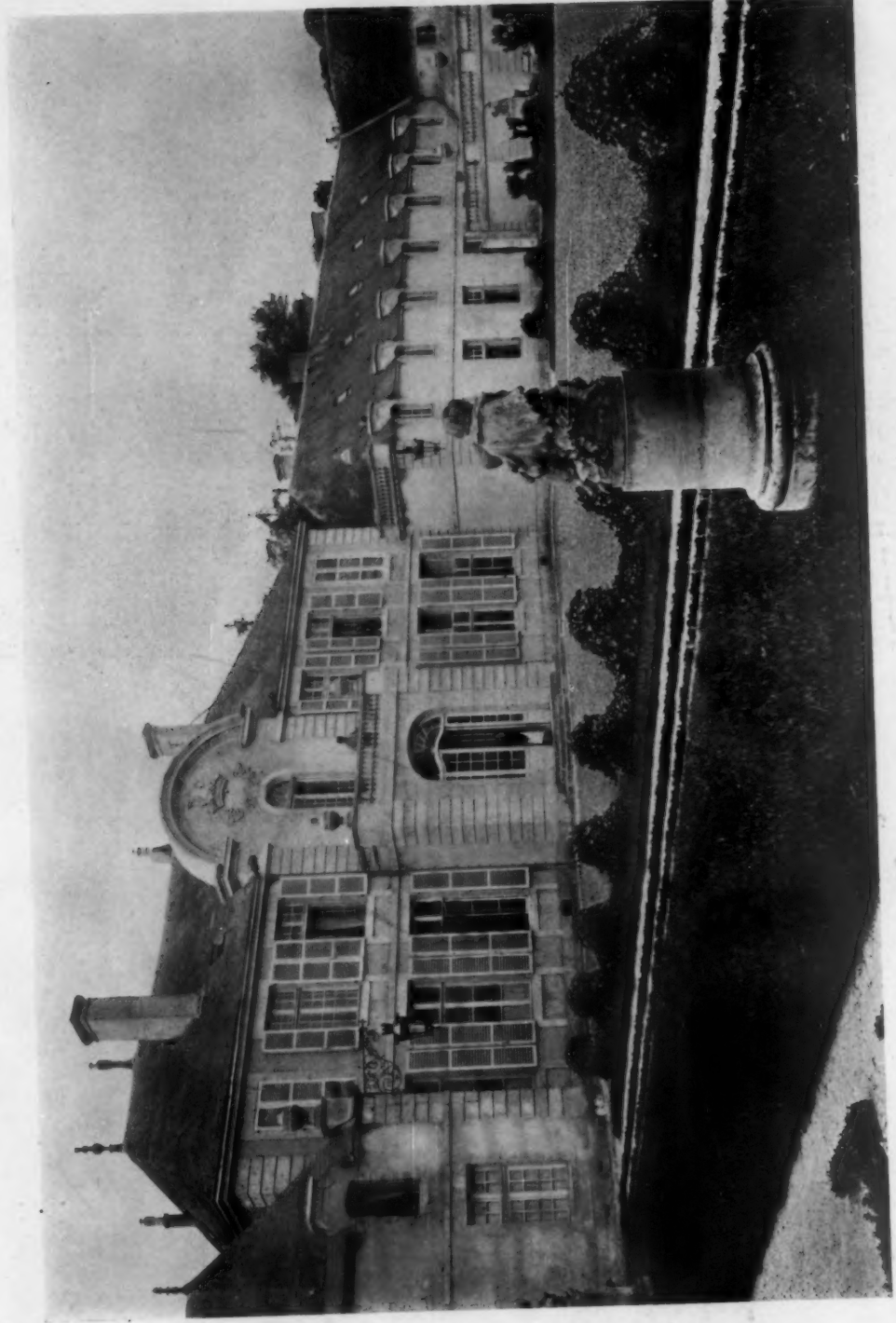
WHILE the movement recently inaugurated by the American Institute of Architects, the purpose of which is the advancement of art in America, is meeting general approbation and is steadily increasing in strength throughout the country, some members of Congress are quoted as freely criticising the President's co-operative action in creating a Council of Fine Arts. From such expressions as have appeared in the Press it is evident that in this instance objection is not made so much to giving some sort of governmental sanction or authority to the movement, as to the particular method by which the accomplishment of the objects sought has been undertaken. In fact the objectors in Congress appear to view the President's action as in a measure a usurpation of the prerogatives belonging to that body and it is on this account largely that adverse criticism is indulged in. Without entering into any discussion or attempting to find authority for the President's action, we venture the opinion that the country at large will approve it, and with this endorsement the President has little to fear from the expressions of apprehensive Congressmen who see in his efforts to aid an undeniably deserving cause an invasion of their rights. It is to be hoped that careful consideration on the part of our statesmen, whose prophetic visions have not infrequently desecrated coming movements and events while they were still afar off, will result in a law that will give the Council permanent legal standing and will require that plans for all future Federal buildings and other public works receive the Council's approval.

WITH the aesthetic side of architecture so ably represented as at present there would seem to be small grounds for apprehension as to its future artistic development in this country. It is well to bear in mind, however, that architecture is not alone dependent upon the artist. The art of design, while a large and unquestionably essential feature in the erection of any building, can only reach its greatest development and worth when combined with and supported by not only a theoretical but also a practical knowledge of construction. Added to this in the equipment of a modern architect's office must be a knowledge of contracts and general business practice, as well as a familiarity with the complicated mechanical requirements of modern buildings.

A THOROUGH realization of the demands made upon the modern architect by the average client, who looks to his architect to protect his interests in multifarious ways, would seem to lead to the further realization that present custom and usage do not properly protect the architect's own interests. It is difficult to understand how an architect who insists upon the strictest business methods being employed in the protection of an owner's property will proceed to spend his own time and money to the extent of thousands of dollars on his client's account without so much as a written word between them. The adoption of an equitable form of contract by architects throughout the country and the general insistence upon its use in every case whether operations were great or small, could not but result in great benefit to the profession. It would seem to be a propitious time for architects' business associations, and other organizations, to take up this subject, devise if possible an acceptable form of agreement and bring the matter to some sort of conclusion.

THE Metropolitan Museum of Art in this city has long been a source of pride and satisfaction to not only the citizens of New York, but the entire country. It has been felt, however, at times, that perhaps the greatest possible good, the highest aims, the broadest uses were not at all times attained. This feeling will doubtless be in large measure overcome by the function which this great institution has more recently fulfilled. It has, in fact, practically taken the place of the primitive Village Improvement Society. It is becoming an instructor of great force in directing and moulding the industrial taste of a great community of working men. Largely from study of examples in the Museum, the fact is becoming recognized that there is an every day useful art applicable to the product of the worker in almost every field. The line between the mechanic and the artisan, between the artisan and the artist, the stone cutter and the sculptor, has even been in the popular mind too closely drawn, but only recently has this fact been appreciated. It does not seem too much to hope that under the influences now at work, if encouraged and supported, will eventually develop not only an appreciation of the artistic and beautiful as applied to articles of every day use, but an ample ability to provide them.





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