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FIREPROOF HOUSES

BY FREDERICK SQUIRES

ALEXANDER KOCH, of *Academy Architecture*, in a letter on the fireproof house, said that it wouldn't be such a great loss if some of the small houses did burn down. Most of us agree with him; so, if we are to build fireproof, and thereby permanent, we must build better houses. Luckily, the greater seriousness of designing in fireproof materials leads naturally to better and simpler buildings, and, if we do them well enough, Alexander Koch will be glad they can't burn down.

Whatever war is on between tile and concrete interests for fireproofing the skyscraper, the strictest neutrality can be said to have been maintained in the construction of these fireproof houses, because we have used both materials together. The concrete of the terra cotta construction as used in this work is the A B C of the reinforced concrete house, and nothing will familiarize the architect more quickly and easily with concrete and its broad adaptability than to build a concrete and terra cotta house.

Even before he begins to investigate it thoroughly the architect finds much to interest him in the fireproof house, because it usually has an attractive expanse of stucco and tile roof, but it is from the structural viewpoint that the building makes its more insistent appeal. Its walls and masonry floors join like the top and sides of a box

and have the same stability. The owner becomes so interested in the self-evident worth of the structural process that he ordinarily pays attention to this alone, and does not wish to interfere in points of design. This gives the architect a wide scope, and such liberty will

not let the architect run wild, because the materials are more structural than those in which he has been most accustomed to work, and the result is a more direct and simple building than his previous efforts. The natural avoidance of wood decoration in a fireproof house has worked wonders in simplifying exterior and interior. The fact that the building is apt to stand for a long time makes for a simpler and thus for a better country house architecture.

New things go slow. The architect who has worked for years in one material is loath to begin all over again on something new. Perhaps he distrusts new methods as a consequence of some bitter experiences in connection with an attempt to serve his client, or possibly there may be other reasons for his apparent conservatism, but

it sometimes happens that not until he feels that he is being left behind and that his methods are antiquated will he leave the good old ways.

Fireproof country houses are comparatively new, and there is not yet in most architects' minds the feeling



A HOUSE AT
MOUNTAIN STATION, N. J.

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A—INTERIOR OF A HOUSE
AT NEWARK, N. J.

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that they will displace frame and near-frame buildings to any great extent. So the stimulus of apprehension for the future is not yet strong, and consequently it becomes advisable, if we would have the architect take up this new thing readily, to make it as easy as possible for him to do and assure him of pleasing results. To the man who has done most of his work in masonry the step is not difficult. The principle of bearing walls in tile is like that of brick. The floors and roofs alone are new, for the sills and lintels are only artificial reinforced stone instead of real stone. Most of our prominent architects have used enough tile in partitions to build a village of tile houses.

One look at a house in construction explains the system of forms for floor construction well enough for the architect to specify it and the local mason to build it. A warning right here: This simplicity in appearance is deceiving in cost. It has led many a contractor astray in his figures, and the architect should see that the contractor building in the metropolitan district is getting at least 25 cents a cubic foot for a fully fireproof building, or he is liable to have a building on his hands to finish by the day.

Tile, in common with concrete and other materials, is probably still far from its ultimate development, and many of its qualities are not yet fully understood. Dampness is perhaps its worst enemy, and in order to avoid it the greatest care is required in the method of constructing doors and windows in tile walls. The sill is especially vulnerable, owing to the lack of furring.

In general, a fireproof house, be its walls of brick or tile, has a concrete foundation up to the underside of the first floor beams. Spans are best kept down to about sixteen feet, interior bearing walls carrying the beam ends. With a little adjustment in plan these bearing walls may be made to carry up through the building. Where openings are wanted concrete girders may take the place of the walls, and, if too much weight is thereby concentrated, their ends may be carried on concrete piers instead of tile walls, although this is seldom required. Illustration A shows a tile-bearing wall with

a typical floor resting on it. Incidentally, it shows the method of hanging heating and plumbing pipes from the ceiling and a gas outlet in the side wall. Pipe locations should be very carefully studied, as carelessness in this may result in cutting which will seriously reduce the strength of the structure. In illustration B the cutting for the electric conduits was in the worst possible place, directly under the bearing of a girder carrying a considerable floor area. It may be readily seen how little damage a ceiling outlet can do. B shows the best practice in forming door jambs, and heads C and D show the Clark houses in Newark in course of construction. The contractors who are building them have done a great deal toward perfecting details of window openings—flashing, cast concrete work and waterproofing—and it is going to be by the efforts of builders with such ideals in construction that the faults of tile and

other fireproof materials will be eradicated and their obvious advantages increased.

C shows the concrete foundations, the careful coursing of tile heights of openings, the method of casting window lintels in place and the setting of tile with openings running vertically. E shows the next process, exterior stucco. We recommend that this be waterproofed. The following is a part of the tile specification for this house, and is quite typical:

Concrete floor beams.—All floor beams to be 4" by 8", of concrete, 1, 2, 4 and reinforced with one $\frac{5}{8}$ " twisted iron rod secured in place one inch from bottom by nailing to blocks in form. These rods to be bent up at



B—INTERIOR OF A HOUSE
AT NEWARK, N. J.

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C—HOUSE AT
NEWARK, N. J.

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45% at a point six inches from their bearing, and to run to within one inch of the top of beam and to continue parallel with the top of the beam to the outside of its bearing. All beams to follow framing plans provided by architects, which plans will show sizes of girders, lintels and all structural concrete members.

On top of floors lay sleepers at right angles to beams and bed in cinder concrete.

All lintels that carry ends of floor beams to be 12" deep by the thickness of the wall and to be 12" longer than the width of the opening and reinforced as specified for floor beams.

Sills.—All sills to be of concrete cast on the ground and to have a drip and to be detailed on top to fit a rebated wooden sill.

Terra cotta tile.—No bearing wall, outside wall or floor to be built of tile less than 8" thick. Non-bearing partitions to be built of 3" tile. Window and outside door frames to be detailed with a strip on the outside which will bed in the lintel at the top and will fit between 4" and 3" tile, which will form the jambs. Frames to be provided with a beveled strip on outside casing, which will be removed after stucco has been applied, the space caulked with oakum and the joint covered with a mould. The sills to be rebated on the bottom to cover the rebate in the cast concrete sill and for a weather-proof joint.

All interior and exterior frames to be built with the masonry as it goes up. Interior openings to be formed with wood bucks the width of the tile wall in which they occur.

Of course, there are many forms of steel reinforcement which could very well be substituted for the twisted bar specified above. The designer has a wide range from which to make his selection, and each form has its advocates.

Solid brick exterior walls may take the place of terra cotta tile, and this is still required by some departments, as Manhattan and Brooklyn. The Sea Gate houses here shown have brick walls, and their additional cost reduced the amount of fireproof work that could be

used in each. The Biggs house has a fireproof roof, but wood floor joists. The Keiser house has brick walls, furred with hollow brick, and only part of the ground floor is of reinforced concrete beams.

It was through the Church of St. Luke the Evangelist that our firm got its idea of building fireproof buildings. This building is of brick with a hollow wall and a brick interior and tile and concrete floors. This construction gave such an impression of solidity and permanence that it was shortly followed by the Interlaken house, but by that time we had learned that by using tile we could lay our hollow wall twelve inches at a time and all in one piece.

The building departments of most of the towns where we have built have accepted fireproof construction after investigation, and in many cases have welcomed it in the hope that it would displace frame. Our clients have usually been men who could write the letters indicating an engineering degree after their names. Contractors, whenever they have been thorough workmen, have found no great difficulty in mastering the idea, and some of our best executed buildings have been the first attempt in this line of clever local masons.

If, then, good contractors will give fireproof materials earnest thought, well-trained architects will give them careful study, and owners will pay a higher price for a superior article, they will produce buildings of such a character that everybody will be glad that they can't be burned down.

BUILDING OPERATIONS IN PITTSBURG

The records of the Building Department of Pittsburg show a considerable increase in building for the first six months of this year as compared with the same period in 1908. Many reasons are assigned for this increase, but the most plausible is that the settled condition in financial circles and the absence of trade disturbances, notwithstanding the tariff controversy in Congress, have created a feeling of confidence and a consequent freedom of investment.

A number of reports from other large cities of the country seem to indicate that this increase in building activity is general throughout the United States.



D—HOUSE AT
NEWARK, N. J.

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E—HOUSE AT
NEWARK, N. J.

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THE USE OF BETTER MATERIALS OF CONSTRUCTION AND FINISH IMPERATIVE IF STANDARD OF ARCHITECTURE IN AMERICA IS TO BE IMPROVED.

A recent article published in a foreign contemporary refers to American buildings, somewhat contemptuously, as unstudied and in a measure temporary structures. While such reference tends perhaps to arouse some degree of resentment, the suggestion seems to merit more than a passing thought.

It is undoubtedly true, that in comparison with many of the noble structures of Europe, our buildings often have an appearance of instability, almost of shoddiness. In many instances possibly the design is much at fault, but in very many more, cheap materials and inferior workmanship have contributed more than anything else to a result reflecting little credit on architect, owner or builder.

Unquestionably there is a time in the development of every new country, when money is scarce and the demand for buildings great; when the very small amount of capital which can be secured or spared for architectural development must needs be spread over a vast territory, and at such time a cheap form of construction, using almost any materials that are capable of adaptation to even a partial fulfillment of the requirements would seem to be justified.

Upon little reflection, however, it becomes apparent that this country has now reached an age and a point in its development, where low first cost should no longer be a consideration of prime importance. The increase in material wealth, accompanied by a gratifying growth in artistic appreciation, seems to demand not only greater skill and study on the part of the designers of our buildings, but a more discriminating choice of materials, to impart the qualities of dignity and permanence, where heretofore they have been so frequently lacking. Traditions die hard and a sudden change can hardly be expected where necessity has so long dictated more or less temporary forms of construction, but a steady striving for better things will eventually bring results.

Not only have the accepted temporary types of construction belonging to a new and undeveloped country

to be replaced, but the character of materials used for trim and finish must receive more careful attention in order to insure future buildings that will be in thorough keeping throughout. Architects will undoubtedly encounter much opposition from clients and others who will protest that buildings are being made unnecessarily expensive, but to meet and overcome it will be the architect's contribution to the general movement requisite to a complete accomplishment of the object sought.

As in other fields the teacher here must know well his text if he would be successful in his efforts to instruct and influence others. He must, for example, be prepared to lay before his client the facts relating to the comparative cost and value of a concrete or steel framed structure as opposed to wood; of masonry enclosing walls, either granite, limestone, marble, terra cotta or brick, as compared with frame or other less durable and permanent materials. He should be able to set at rest an owner's misgivings concerning the use of mahogany, oak and other durable and highly desirable woods for interior finish. A little explanation accompanied by irrefutable figures and estimates of cost always obtainable from manufacturers and dealers in materials, would go far toward dispelling the widespread but erroneous impressions concerning the cost of innumerable materials of construction or finish, the advantages and desirability of which are unquestioned, but the uses of which are now greatly restricted.

As an illustration, is it reasonable to believe that the average owner of a moderate sized dwelling costing perhaps \$15,000 or \$20,000 would prefer to have the windows glazed with the ordinary cylinder or sheet glass which mars the appearance of the building by giving back a distorted, wrinkled reflection from without, and causes constant annoyance, accompanied by an inaccurate and twisted view of every object viewed from within, if his architect knew and advised him that perfect polished plate glass in his windows would increase his expense less than two hundred dollars? Perhaps the manufacturers have been somewhat at fault heretofore or have neglected their opportunities in not employing proper means of placing their information prominently and persistently before the architect, even though it would seem the architect should take any necessary steps to obtain it.

Or it might be suggested that possibly the manufacturer would better send his message directly to the owner, rather than to depend upon the architect to transmit it. Upon consideration, however, such a course appears impracticable for the reason that the owner ordinarily builds but once, and usually does not spend his lifetime educating himself for that event. Until he suddenly finds himself in the market for a residence or other building he is no more interested in materials of construction or finish than is the normal healthy individual in drugs or medicine. If he becomes ill he relies upon his physician to advise him; if he is in need of a building he looks to his architect, and neither can escape responsibility for results by exclaiming that the man was given what he wanted.

Of course there are many architects who are as thoroughly familiar with the better building materials and their cost as they are with the theory of architectural de-

sign; and there are many manufacturers who are availing of every legitimate means to make known to the architect, who must use them, the characteristics, qualities and prices of their products. It is these men, representing the best of their respective classes, recruited, as we believe they will be, by others, who must bear the greater part of the burden incident to a movement for better, more permanent buildings which involves the use of higher grade materials and is apparently no less important to the advancement of architecture in America than scholarly design.

AMBASSADOR BRYCE ON CANONS OF ARCHITECTURAL TASTE AND THEIR BEARING ON PUBLIC BUILDINGS

The volume of the convention proceedings of the National Academy of Art, held in Washington, May 11 to 13, inclusive, has just been issued, and should be in the hands of everyone interested in the advancement of good art in America.

The addresses on the first day of the convention are of the greatest moment and show the interest displayed in the movement by men of national reputation.

At the request of Mr. Charles L. Hutchinson, of Chicago, the first vice-president of the National Academy of Art, the Rt. Hon. James Bryce, Ambassador from Great Britain, addressed the convention. As part of Mr. Bryce's address deals with a topic of general interest to architects, we reprint it herewith. Mr. Bryce said:

"I was asked by Mr. William E. Curtis, some days ago, to tell you what has been done in Great Britain in the way of bringing general canons of architectural taste to bear upon public buildings, and especially what statutes, or local regulations, existed preventing the unfortunate results which arise from erecting side by side buildings in different styles and of different heights, each marring the effect of the other. There was very little time to ascertain what our laws in Great Britain were on the subject. However, I wrote at once to a friend there, and I received, by cable, the answer which I expected, namely, that we have not got those statutes and regulations. This is very melancholy, because I should have been in a very strong position if I had been able to come before you and tell you what we had done in England, holding it up as a model for you! It would have been a beautiful thing for the old country, which claims to have done something in originating institutions which have been developed further in this country, if it had been able to pose as a leader and standard-bearer in the cultivation of art in its public aspects and in the bringing of legal weight to bear upon the artistic growth of cities! Unfortunately, that is not so.

"I will tell you, Mr. President, as far as my recollection goes, what are the only ways in which we do incidentally prevent the disfiguring of cities by improper buildings, but, meantime, let me tell you that those who love art and taste in England, and in particular the organizations of architects themselves, have for a long time past been endeavoring to obtain some public regulation of streets

and buildings. So far they have failed. They have failed for an obvious reason, which no doubt would be operative here also. They have supposed that regulations by public authority would infringe what are called the sacred rights of property. Now, property is a very good thing in its way, but property sometimes carries its demands a little too far, and that, because the right of ownership of a piece of land is vested in an individual he should therefore have the right to put up buildings which may not only destroy the general beauty of a street or square, but may also destroy the beauty and effectiveness of buildings directly adjoining them which some man of better taste and higher public spirit has erected, with a view to the public enjoyment, as well as his own, would seem to be going a little too far. You may recall the words of Madame Roland at the time of the French Revolution, who said, 'O, Liberty, what crimes are committed in thy name!' And I feel sometimes inclined, when I see the extravagant demands that are made in the name of property, to say, 'O, property, what atrocities are justified in thy name!' (Laughter and applause.)

"It seems unlikely that for some time to come we can, at any rate by public authority, secure that which we may call the censorship or supervision of the erection, style, design and size of buildings to be erected in streets and squares, which I understand the members of this association desire. But one must not despair of the future. After all, there is some progress marked by this mere fact that many more people desire the thing now than desired it formerly. There is, furthermore, this consolation, which we may apply to our minds, when we regret the absence of legal regulation—that if legal regulation had existed in former times we might have had things done which we should now regret. We might have had whole lines of streets, or large squares and circles built in styles which we should now think uninteresting and monotonous, merely because they represented the particular dominant taste and tendency of a particular time. Note, for instance, what was done by Baron Haussmann when he built so large a part of the great thoroughfares of Paris in the day of Louis Napoleon. Most of us would now feel that those long lines of boulevards are monotonous and, indeed, many people would call them dull and soulless. Certainly there is far too much of that sort of thing in Paris. That was the style of the time. Haussmann was able to carry out the ideas which he, or somebody else for him, endeavored to apply, and the consequence was that the picturesqueness and charm of old Paris vanished. A great many of its quaint, winding streets, which carried one back to the days of the Renaissance, and which we would gladly have preserved, then made way for the tame and conventionally ornate, but essentially wearisome, style which Haussmann applied to those great Parisian thoroughfares.

"We cannot be too sure that something of the same kind would not happen again; and, therefore, perhaps, we must not too much lament the unchartered freedom, the unqualified and absolute license which is now enjoyed, because it, at any rate, does preserve a certain measure of variety. And when taste grows better it may be that everyone putting up a building in a street

will think a little more than he has hitherto thought of its harmony with the adjoining buildings.

"As you know, there is one difference between the condition in London and the condition here. In your American cities, as a rule, the man owns his own land and puts his own house upon it; or even if the builder builds the house upon speculation and afterwards sells it, it is generally not done in large stretches of houses. In London, on the other hand, the existence of large estates, each owned by a great landlord, has led to the erection of long stretches of houses, sometimes perhaps half a quarter of a mile or even a quarter of a mile, all upon some uniform plan. The architect of the estate controls the whole affair, and what is erected follows the designs he suggests or approves. You have not that here, and therefore you see the results in the fact that in London many of our streets belonging to these large estates are exceedingly monotonous, and such streets as Gower Street or Harley Street, for instance, are as dull as can be. Here, and in Washington, in particular, on the other hand, you have the very opposite extreme. Everybody does what is right in his own eyes. He builds his own house in his own way, and you very often have the most incongruous styles or sizes close together. At the same time you have a certain amount of variety, which, on the whole, is better than the dreary uniformity of such a dream of ugliness as Gower Street."

THE LEGAL POWERS OF AN ARCHITECT

BY HOWARD C. LAKE

The question of how far an architect is the agent for the owner and to what extent he can bind his employer by his decisions or actions, is one of much interest and importance to the profession. While the question is by no means well-settled because of the existence of a conflict of decisions in several States, we will attempt to throw some light upon the subject in a general way and give illustrations. Contracts, especially those made by word of mouth, often overlook this point and many architects, particularly the young and over-zealous, have been involved in litigation which might perhaps have been avoided had they considered their powers in advance.

In a broad sense, and as a general rule, architects have no authority to bind their employer for extras, to change the specifications or plans, or to vary the conditions in any way that would in effect constitute an alteration of the original contract.

An illustration of this is found in a Massachusetts case where a builder sued the city of Cambridge, with which he had a written contract to erect a building for a lump sum. In excavating for the foundations the soil was found to be of such a character as to require, in the opinion of the architect, piles to be driven in order to secure a firm foundation for a part of the walls. The architect accordingly furnished piling plans, directed the building contractor to do the work, and orally promised him that he would be paid for it. In an action for the work so done and materials so furnished it was held that parol evidence that the builder made his estimate based on the plans which did not call for the extra depth required by the piling was inadmissible,

as the city was held not bound by the oral promise made by the architect the action could not be maintained.

In another Massachusetts case it was held that an architect had no authority to make a contract for carting mortar to a building to be used in plastering (instead of having it made there) and which was included in the contract of a party to do a portion of the work of repairing the building for specified price.

A contrary holding is found in an Indiana case where the supervising architect of a public building, appointed by the commissioners, ordered pillars smaller and more expensive than the contract called for substituted. The building was accepted by the commissioners and the county held liable for the increased expense caused by the extra work. There was no agreement as to the price nor was the contract for extra work in writing as required by the original contract.

The employment of workmen and the letting of subcontracts are not within the general powers of a supervising architect. To this effect is a Missouri decision where an architect was employed to superintend the construction of a building and to see that it was built to conform to the specifications and plans. The court said that he was "to act solely for the owner of the property, to see that the contractor performed his contract according to the plans and specifications. He was not to take upon himself the office of the contractor, to buy materials, hire and discharge hands and workmen, thereby relieving the contractor from his obligation under the contract. For, if the architect should do all this, the owner could not hold the contractor responsible for any defective material or bad workmanship, because his own agent had selected and approved it, and the contractor had no voice in it."

An architect, like any agent, has, however, authority to proceed in the usual way. In England in a case where he was employed to draw plans and specifications for a proposed building, the architect was held authorized to incur the expense of hiring a surveyor to do certain work which was to be paid for by the successful bidder. The owners refused to let the building proceed but were held liable to pay the surveyor.

Of course, the owner may make the architect his general agent and this always gives the latter a very extended authority.

An exception to the broad general rule is found in a variance by the architect from the strict letter of his authority, even where he is expressly authorized to order extras in a particular manner. Cases to this effect have been decided in New York and Indiana.

Personal liability, according to an English holding, may be imposed upon an architect who falsely represents that he has authority to bind the owner for work or materials.

Another question has arisen as to the authority of an architect to make the owner liable by accepting work of a different nature or inferior quality from that called for by the contract. The highest court in New York has held that where a contract called for the best material and workmanship, subject to the acceptance or rejection of an architect, according to the plans and specifications, the acceptance by the architect of dif-

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G. E. SLY, *Advertising Manager*

E. J. ROSENCRANS, *Editor*.
WILLIAM H. CROCKER, *Associate Editor*.

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Detail of a palace at Bologna, Italy.	

IT is with considerable satisfaction that we publish in this issue, illustrations which may be considered in a measure indicative of a general movement aiming toward better and more permanent construction of small or moderate sized houses. There has been, of course, considerable discussion of the subject of fireproof houses from time to time during recent years, but until within a very few months the matter has generally ended there, if small dwellings were concerned. It is gratifying to know that as far as experience has extended these houses have amply justified expectations and seem to constitute an important step in the progress and development of domestic architecture and building. The relatively small increased cost of construction will apparently be more than compensated by lower cost of insurance, lower maintenance charges, and increased personal safety of the occupants.

IF there is justification for the report that Mayor McClellan has broadened the scope of the inquiry ordered by him to be made of certain materials long used in New York and throughout the country in construction of fireproof buildings (but brought somewhat into question by the recent proposed building code) to include tests of all materials so used, the information will be generally accepted by fair-minded and intelligent men with satisfaction. The thought had doubtless occurred to many architects and engineers that, while authoritative information concerning a single material would be of value, there appeared to be little reason for accepting all the others on faith and representations and fixing suspicion on one when all were practically in the

same class, as far as the existence of unimpeachable evidence of quality and efficiency was concerned. Not that the various systems and materials used in fireproof buildings have been used without test, but these tests have not ordinarily been conducted by impartial and disinterested persons of unquestionable ability, nor have they been uniform in character and severity, affording opportunity for intelligent and fair comparison. If the contemplated series of tests are undertaken in a manner sufficiently comprehensive and thorough, subjecting the various materials to identically the same conditions, a mass of unassailable data and information on this important subject will result, the value of which can scarcely be estimated.

WITHOUT having any definite information on the subject, it is probably safe to assume that the chief engineer of the Board of Estimate, Mr. Nelson P. Lewis, under whose direction the tests of fireproofing materials are to be made, will call to his aid and counsel such assistance as he may require, or as may seem to be necessary to assure all interested parties of absolute impartiality, and give to the results recorded the greatest weight and authority. It appears highly desirable that a number of men of recognized standing and ability be secured to witness and approve every step in the preparation for and conduct of the tests, and thus in a measure anticipate and be prepared for any possible objection or complaint from disappointed owners of less successful systems. No serious difficulty would probably be encountered in securing the co-operation and assistance of such men from the ranks of practising engineers and architects who have given special attention to the subject of fireproof construction and materials, and who are unaffiliated with and uncommitted to any particular kind or system, and under all the circumstances it would seem the part of both prudence and wisdom to avail of their services. Not only New York but the entire country will be interested in the results of these tests, and doubtless building codes in cities throughout America will be redrawn or modified within five years, using them for a safe guide if they are conducted in a manner above question or criticism. That Mr. Lewis fully appreciates the importance of the matter and will proceed in a manner and on a scale commensurate with it, we have no reason to doubt.

THE unofficial statement that the Trustees of the Sage Foundation are about to undertake the establishment of a model suburban community for workmen and poorly paid clerks stimulates the hope that at last the intolerable conditions induced by the congestion of population in the poorer sections of New York have attracted the attention of those in a position to do much toward their relief. While the plan as announced appears ambitious in the extreme, it must be borne in mind that only by lofty aim is a modicum of success attained, and if something less than "a beautiful cottage surrounded by gardens and hedges" that will serve as a pattern for less enlightened home-builders, all for \$1,200 or \$1,500, on easy payments, is secured, we can still feel that material progress has been made in the solution of one of our most difficult but important problems.

THE LEGAL POWERS OF AN ARCHITECT

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ferent and inferior work neither bound the owner nor relieved the contractor from his agreement.

An architect cannot ordinarily discharge a contractor and put another contractor in his place nor can he employ a third person to do work which a contractor has agreed to do. The reason and authority for this is apparent from the mere statement of the general holding and, while there are precedents, it seems unnecessary to dwell upon them here.

Other questions may, of course, arise as to the authority of an architect, but we have space here only to consider briefly the architect's power to delegate his authority. Like other professional men such as lawyers or doctors, for example, the power conferred is based upon the special confidence which the employer has in the architect and this power the latter cannot delegate so as to bind the former, unless the architect has received express or implied authority so to do.

Can an architect, who has been made the arbiter in regard to the materials and character of the work under a building contract, delegate this power to his partner? It has been held not, unless the parties to the contract accept him in the absence of the architect. But in Pennsylvania an architect's partner who is in charge of the work and is so recognized by both parties, has been held authorized to bind both parties by signing an arbitration.

The weight to be given an architect's certificate that the contractor had failed to prosecute the work with diligence was passed upon last month by the Appellate Court in New York. The building contract contained a provision that should the contractor at any time neglect or refuse to supply a sufficiency of properly skilled workmen or fail in any respect to prosecute the work with diligence or fail in the performance of any of the agreements, the owner should be at liberty, after three days written notice to the contractor, to provide such labor. It was further provided in the contract that if the architect should certify that such refusal, neglect or failure was sufficient grounds for such action, the owner should be at liberty to terminate the employment of the contractor and the architect's certificate should be held conclusive as to the cost of completing. In an action by the contractor to recover damages for the breach of the contract he was successful in the trial court, but on appeal the judgment was reversed, it being held that the certificates of the architect that the contractor had failed to prosecute the work with diligence and that the owner was justified in terminating the employment and with respect to the cost of completing the work, are final, unless it be shown that the architect acted in bad faith, or maliciously or corruptly, the court saying that where the certificate is refused in good faith because in the opinion of the architect in the exercise of his judgment on a question delegated to him under the contract in deciding whether the number of men was sufficient, etc., that then the rule applicable to certificates stipulated to be final, which is that they are impeachable only for fraud or bad faith should apply, although there was no express stipulation as to the effect of the certificates on those points.—(Mahoney v. Oxfro Realty Co., N. Y. Appellate Division.)

ARCHAEOLOGICAL INSTITUTE OF AMERICA

It will be remembered that the Council of the Archaeological Institute of America in 1907 established the School of American Archaeology.

At a meeting of the Managing Committee, held at Cambridge, Mass., October 14, 1908, it was voted to accept the invitation of the New Mexico Archaeological Society to establish the School of American Archaeology in Santa Fé.

The Museum at Santa Fé, which with the School is the result of this action, is created with an annual appropriation of \$5,000 for maintenance and research, and placed under the government of the Board of Regents, consisting of six members; three of these are for the Commonwealth of New Mexico and three for the governing body of the School of American Archaeology. The historic building known as the "Governors' Palace," in Santa Fé, is granted for the use of the School and Museum. There is thus created a dual establishment, the School, having its own governing body, and the Museum with its governing body, there being to a considerable extent identical membership of the two boards, and the entire establishment is made a unit by having a single executive officer, the Institute's Director of American Archaeology.

The building granted for the home of the School and Museum is one of our noblest historic monuments. It is well along in the third century of its existence and has been used as the residence of the Governors and seat of authority under the three nations that have successively dominated the Southwest—Spain, Mexico, and the United States. The building has but one story, with massive adobe walls from two to six feet thick, constructed in the characteristic New World Spanish style of the seventeenth century, with a frontage of an entire block facing the central plaza of the Capital City of New Mexico, and inclosing a large patio. A special appropriation of \$3,000 by the Territory is being used for necessary improvements and alterations. With some small restoration the building will stand as a type of early Spanish-American architecture and will be preserved as a monument to the Spanish founders of the civilization of the Southwest. At the same time, situated as it is in relation to the richest archaeological fields in the United States the building will afford an ideal home for the School of American Archaeology.

The Board of Regents, constituted under the provisions of the organic act, is composed of the following members: Hon. George Curry, Governor of New Mexico; Hon. Nathan Jaffa, Secretary of State of New Mexico; Justice John R. McFie, Hon. Frank Springer, Dr. R. W. Corwin, Dr. Charles F. Lummis.

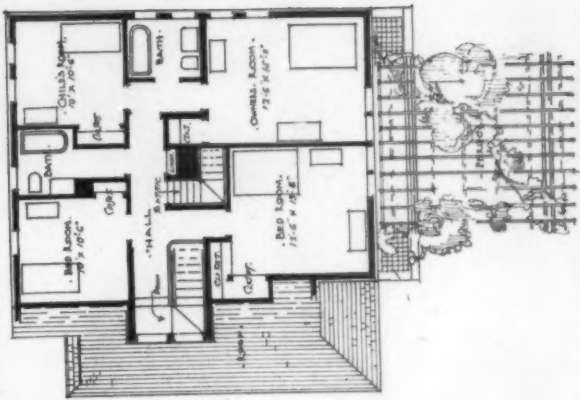
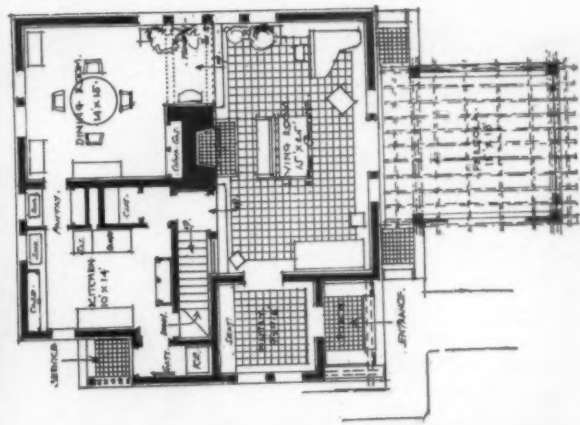
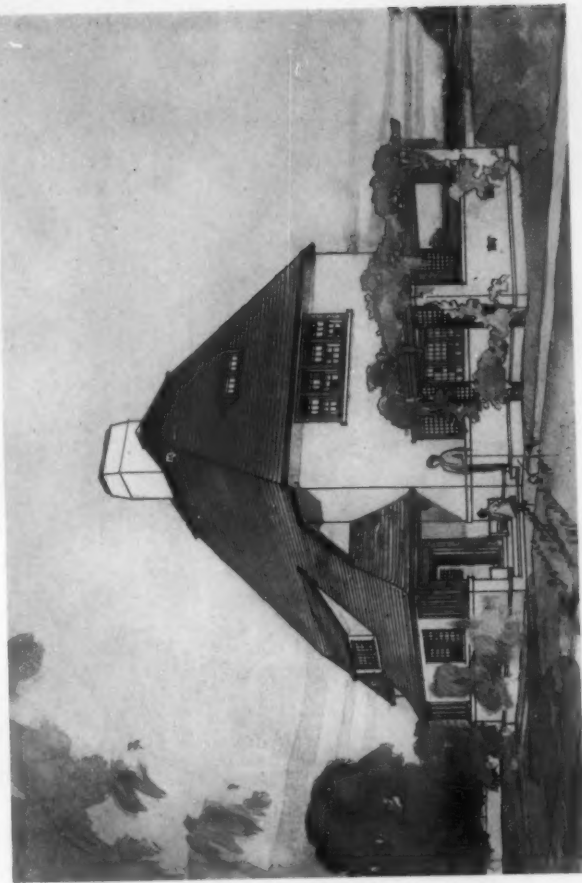
At the meeting of the Board, April 5, an organization was completed with Mr. Justice McFie as president, and Hon. Nathan Jaffa as secretary and treasurer.

"AS OTHERS SEE US"

If the architecture at which we rail and there is so much that is bad, according to leading architects, and is so very, very bad, it would seem an easy thing for an architect of even half way talent to make his mark.—*Construction News.*



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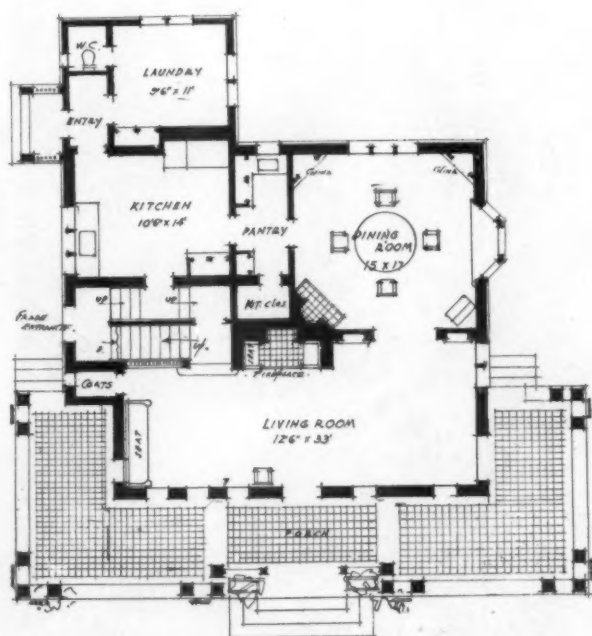
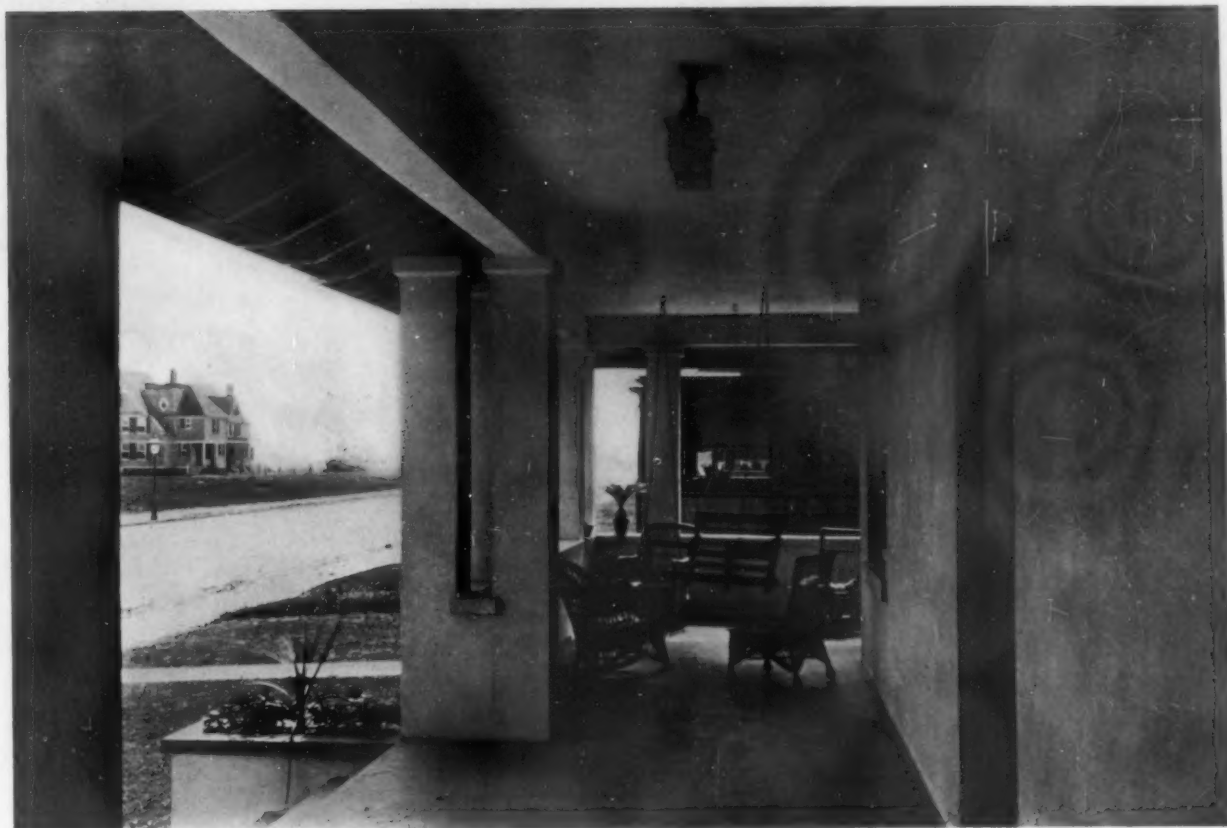


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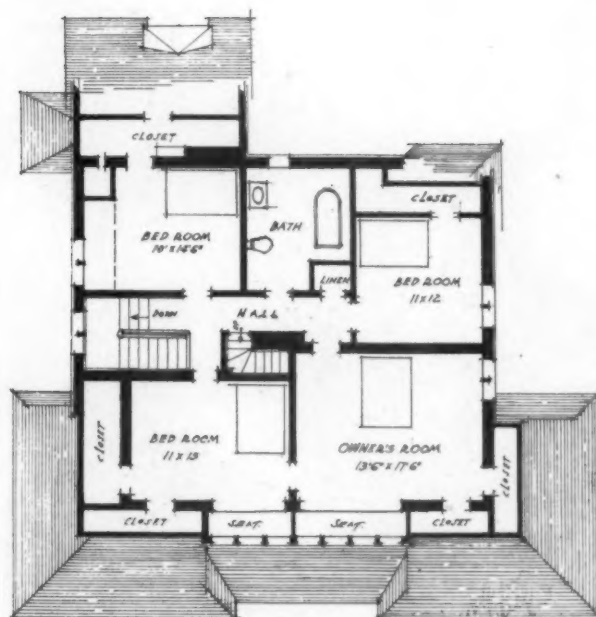


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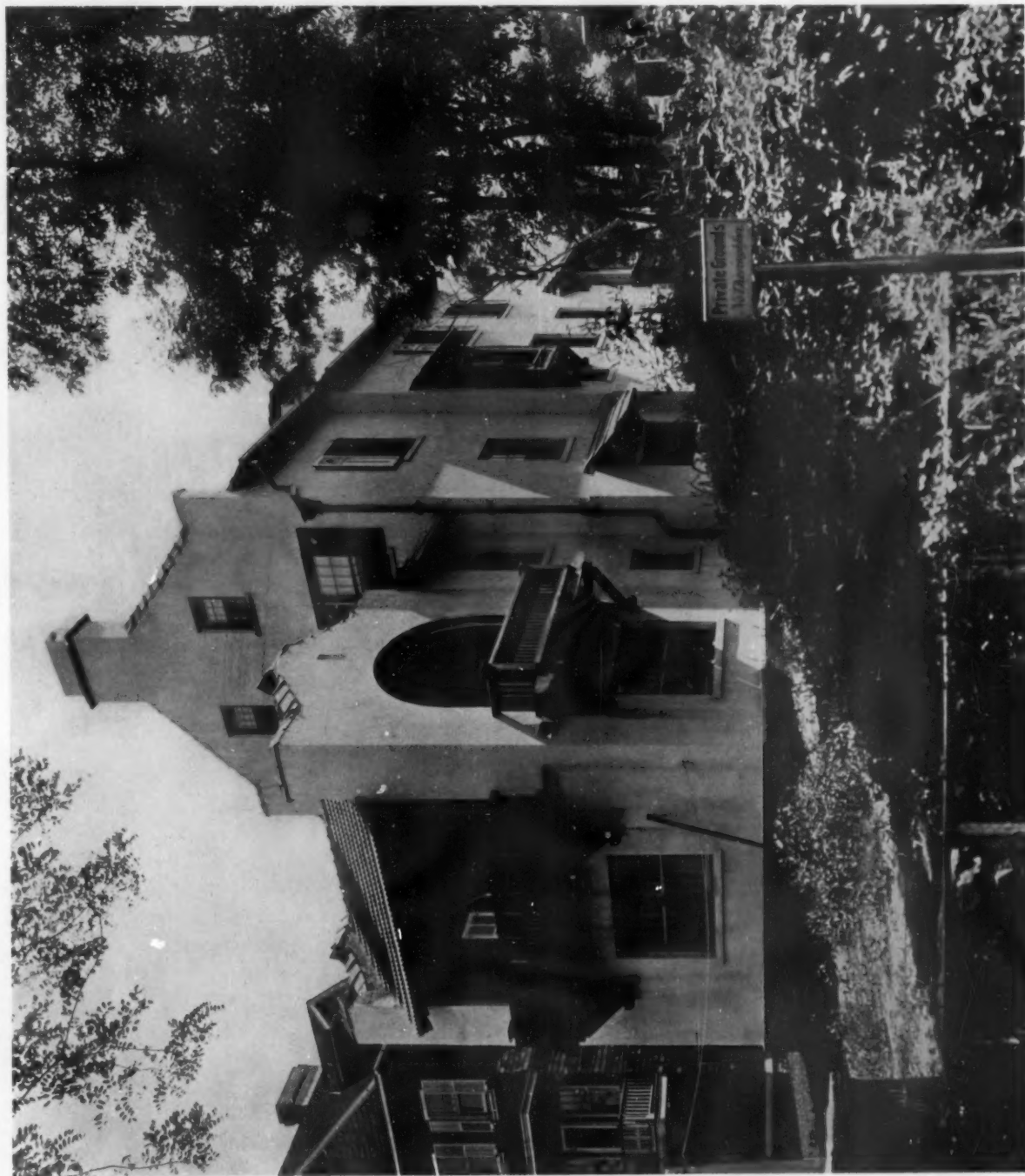


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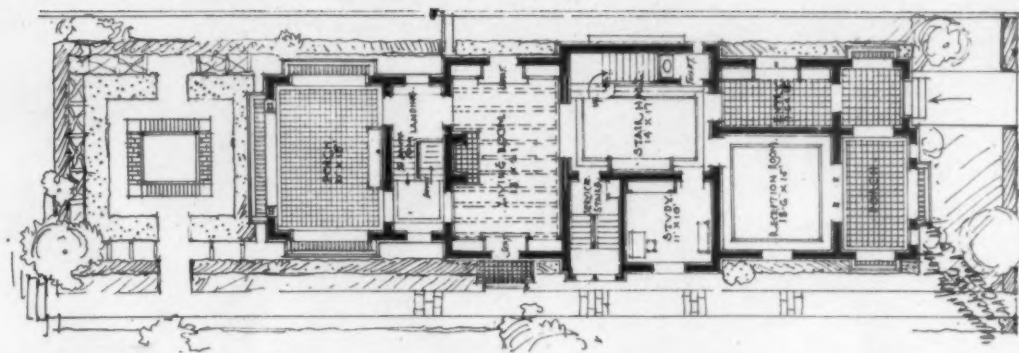
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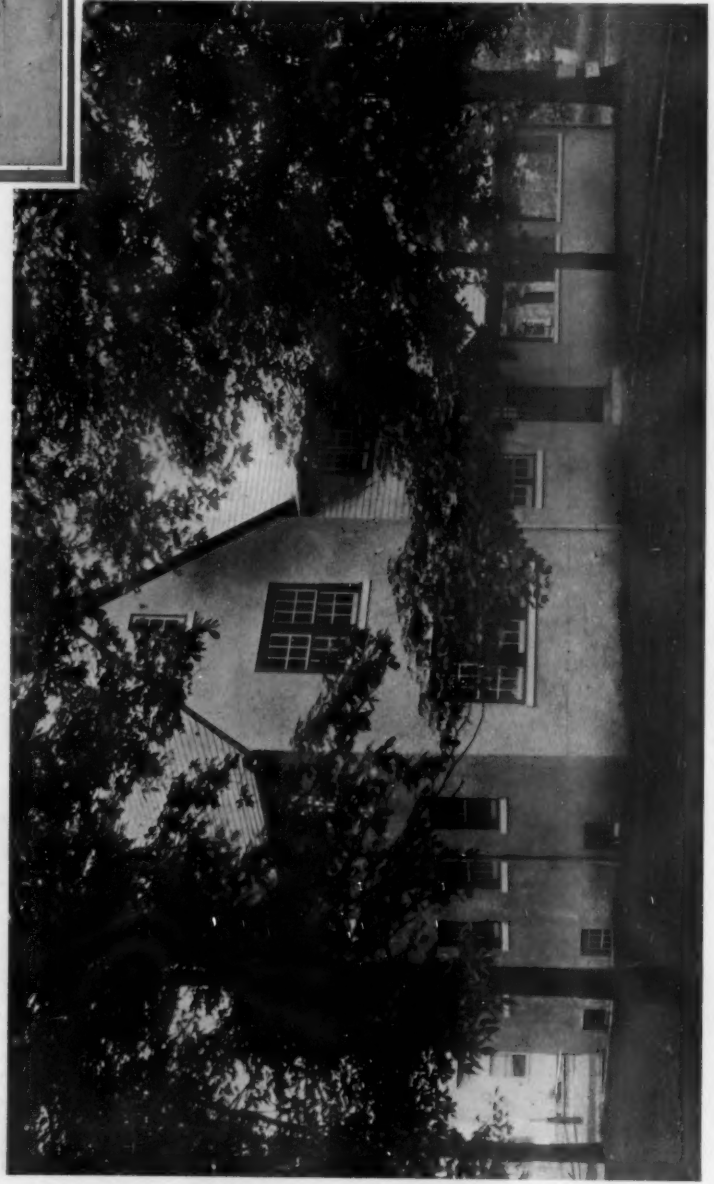
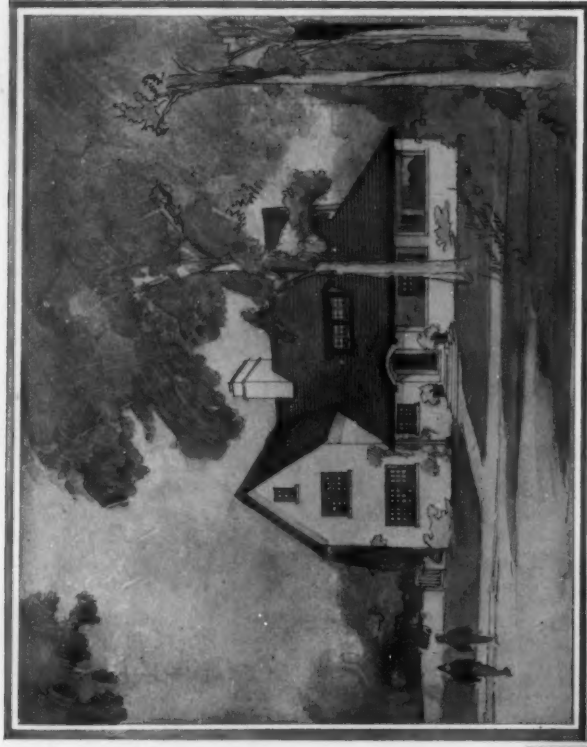
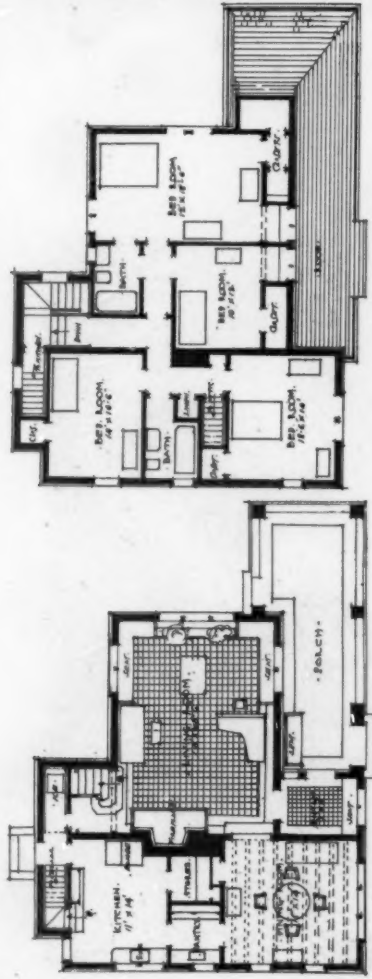
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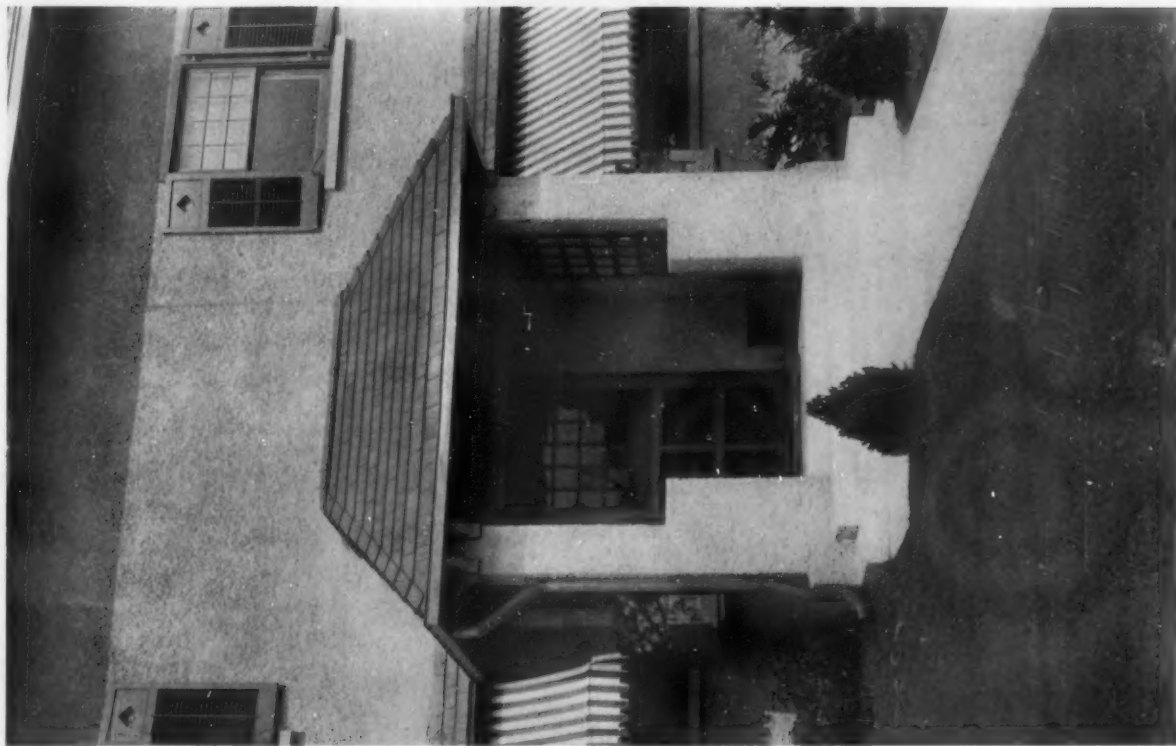
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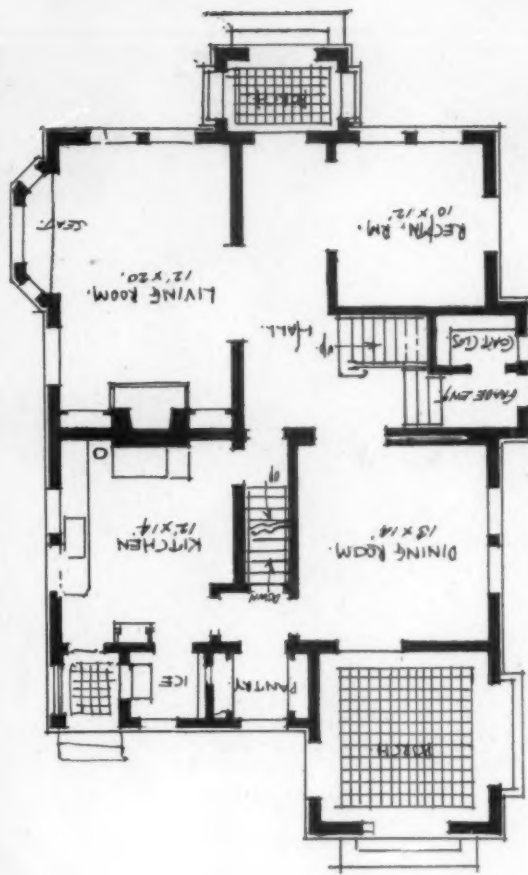
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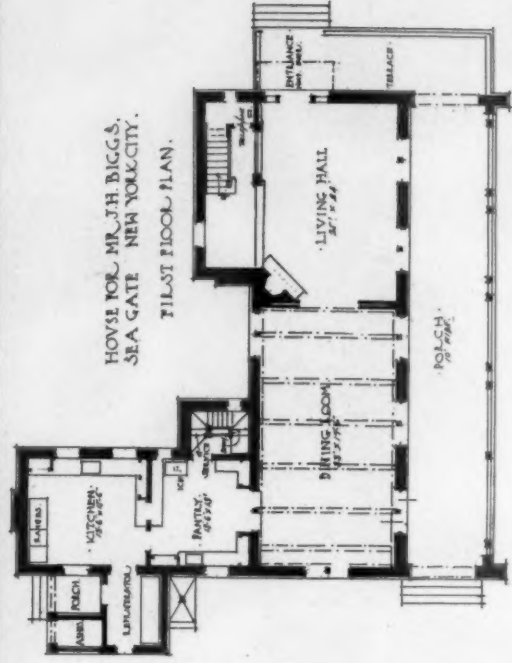
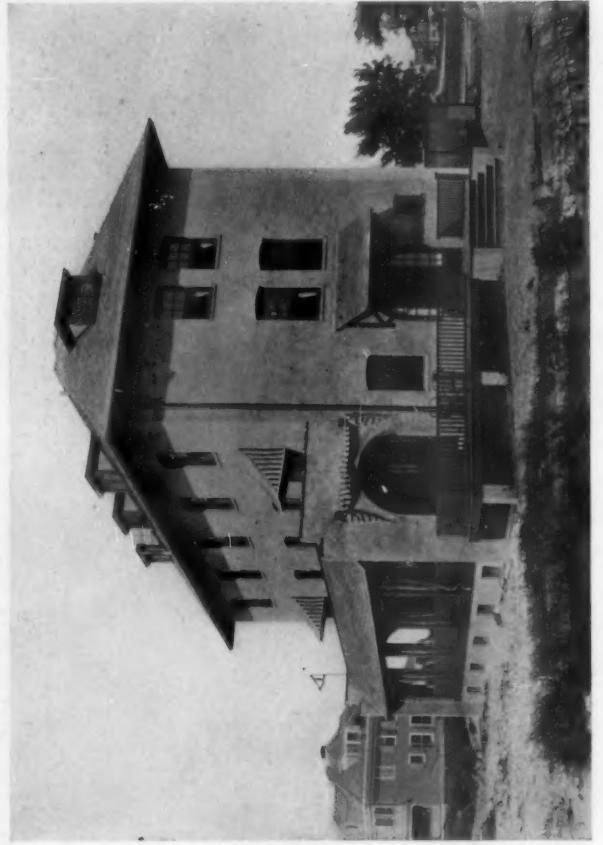
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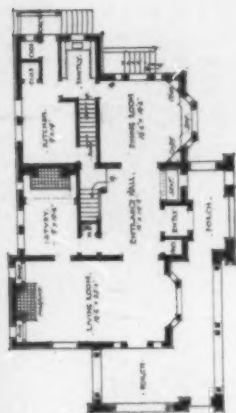
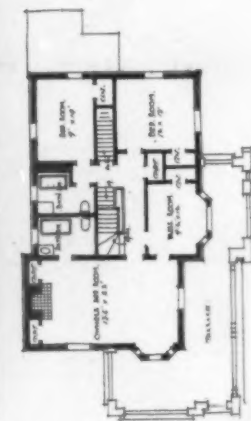
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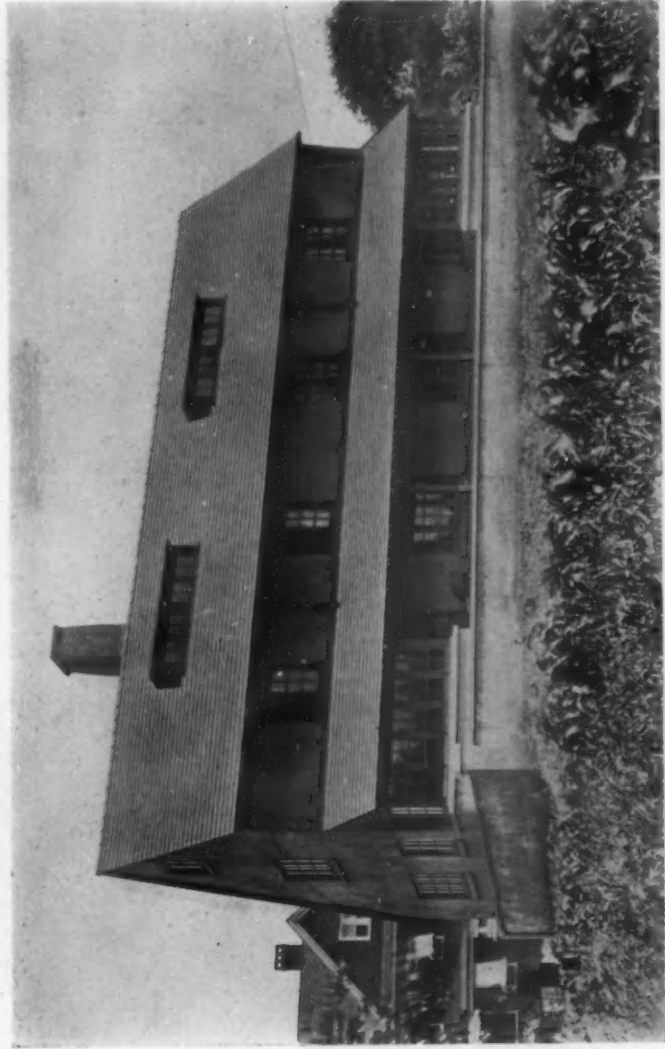
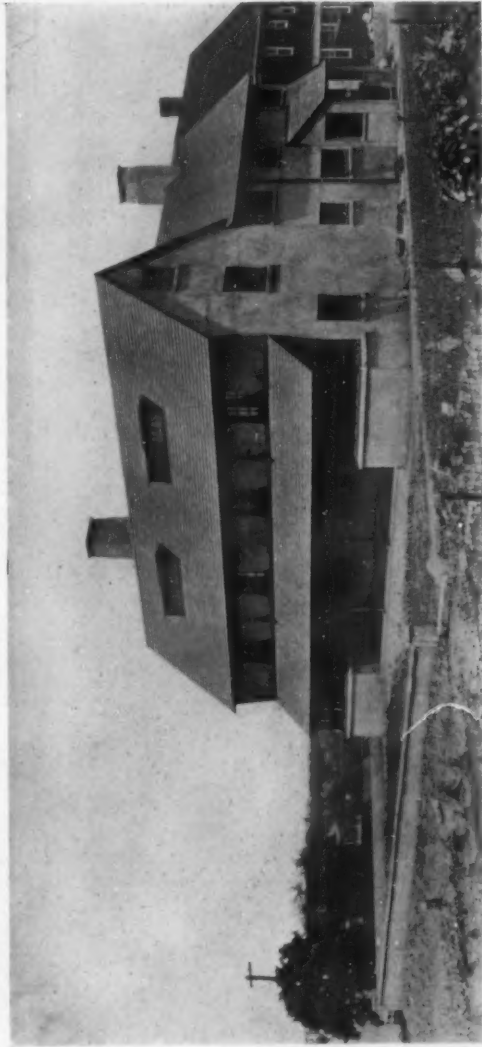
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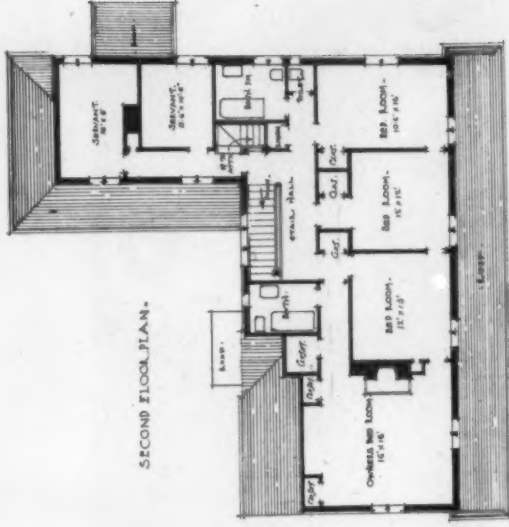
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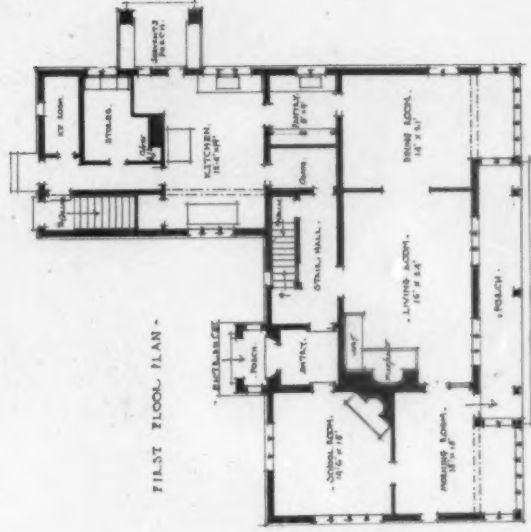


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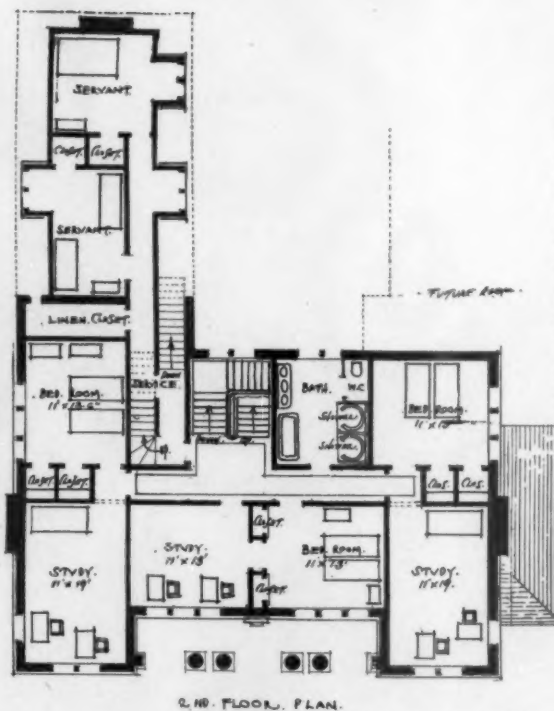
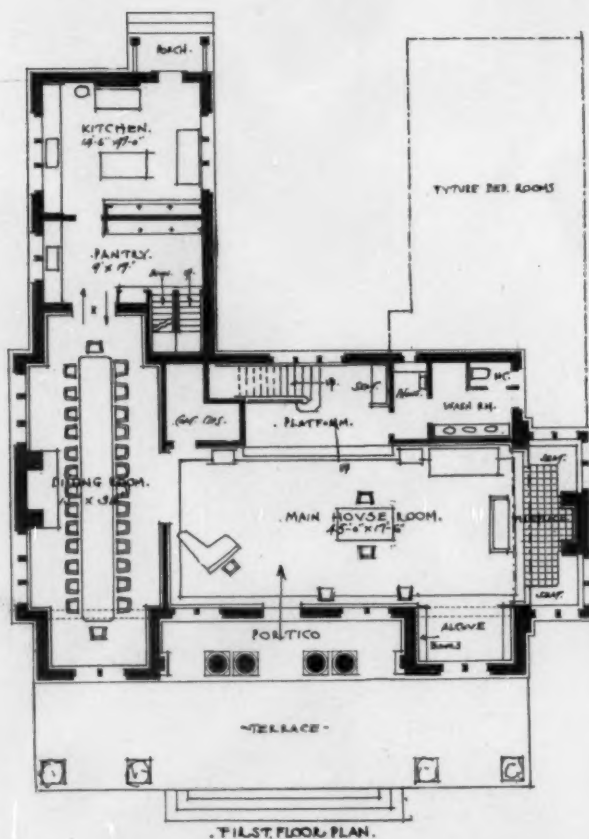
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