

THE AMERICAN ARCHITECT

VOL. XCVI.

WEDNESDAY, SEPTEMBER 15, 1909

No. 1760



THE AWAKENING OF A COMMONWEALTH

MURAL PAINTING BY W. T. SMEDLEY, N.A.

THE LUZERNE COUNTY COURT HOUSE WILKES-BARRE, PA.

THE endeavor of Luzerne County to erect its court house has extended over a period dating from 1895 until the current year, when the present building was completed.

The first plans accepted were almost immediately discarded at a cost to the county of \$24,000, and in 1898 a general competition was held, another set of plans being accepted.

In July, 1902, after much litigation, a contract was entered into for the erection of the present building, and work commenced. In January, 1906, the work had advanced only to the commencement of the first story stone work. In this month the present architects were appointed.

The plan being established, it was necessary to follow it as far as the exterior was concerned. This was done with practically no change. A great part of the structural work and office plan was necessarily changed and the entire interior redesigned; the original contract calling for no suitable interior finish and no equipment.

The plan of the building is cruciform, the length of each axis being 200 feet. The rotunda at the intersection of the axes is 53 x 53 feet, and terminates vertically with the dome, the base of which is 100 feet above the first floor. The various offices and court rooms open off the corridor and gallery encircling the rotunda.

The foundations are of concrete, the exterior walls of Ohio sandstone, the floors, roofs and dome are of re-



THE JUDICIAL VIRTUES

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inforced concrete, and the roof coverings of terra-cotta. With the exception of the dome, the tiles are nailed to porous brick set in the concrete roofs.

The entire rotunda, including the arches of the penetrations under the dome, is finished with marble. The four piers supporting the dome and the rusticated walls of the first story are of Botticino stone, a buff-colored marble resembling Caen stone in color. The cornices, columns, balustrades and corridor wainscoting are of white Italian marble, and the wainscoting base of Alps green. Statuary finish bronze has been used effectively in the marble cornice of the second story, and in the marble balustrades of the second floor gallery and main stairway. The elevator enclosures, electroliers and office screens are also of cast bronze. The floors throughout, with the exception of some of the smaller offices, are of Tennessee marble, those of the corridors, gallery and rotunda being laid in patterns.

The interior of the dome is executed in plaster and is colored with the prevailing tone of the Botticino stone. The panels are terra-verte with such portraits and emblems as are used, painted as cameos. Gold leaf is used on the mouldings. The pendentives are painted with figures on mosaic backgrounds. The vaulted ceilings of the rotunda corridor and entrance corridors are treated with mosaics, the pendentives of the vaults having painted portraits of various people prominently connected with the early history of Luzerne County. The lunettes along the corridor walls which adjoin the mosaic vaults are painted with subjects apropos of the early settlement of the Wyoming Valley.

The building contains five court rooms, four of which are symmetrically located on the third floor, the fifth, or Orphans' court room, being on the second floor. The third floor court rooms are similar in design; two are finished in mahogany and two in Circassian walnut. The judges' chambers adjoin the court rooms and are similarly treated. The court room floors are covered with rubber tiling, the draperies are of Orsini silk velour and the electroliers of brass, gold plated. Each of the third floor court rooms is embellished with a notable mural painting over the judge's bench. "Justice," "Prosperity Under the Law," "The Judicial Virtues," and "The Awakening of a Commonwealth," having been executed by Messrs. Edwin H. Blashfield, Will H. Low, Kenyon Cox and William T. Smedley, respectively.

The Orphans' court room is wainscoted with English veined white Italian marble in the form of panels, with stiles and rails of Blanco P. The columns are of Breche violette; the woodwork is of mahogany. This room is also decorated with a mural painting, similarly located to those in the other court rooms; the work of Charles L. Hinton, entitled "The Symbols of Life."

The Law Library, Stack Room and Bar Association Room occupy the south wing of the second floor, and are finished in dark oak. The base and fireplace faces in the Law Library are of Numidian marble.

Special care was taken to have the furnishings of the building take their logical position as a part of the various rooms. Special drawings and specifications were made for all furniture, rugs, draperies, etc., the

result of which has been especially satisfactory.

The elevator equipment consists of two Plunger elevators with a maximum load capacity of 3,000 pounds each. The pumps are driven by 25-hp d. c. motors, automatically controlled. The building is heated and ventilated by a fan-blast system, all the air being cleansed by air washers before entering the fans, and the temperature in all the rooms being automatically controlled by a thermostatic regulation system.

GENERAL NOTES ON SPECIFICATIONS AND CONTRACTS

BY WM. BROKAW BAMFORD, C.E.

PART I.

Building contracts are entered into primarily by the owner to obtain the services of a contractor who is skilled in that particular kind of work, and by the contractor because he expects to make a certain profit in remuneration for his services. Assured of his profit, it is immaterial to the contractor what kind of work the owner or architect may desire to have done, but if the contractor's profit is not assured, he becomes very vitally interested in anything that may tend to affect this prospective profit.

Confining our attention to contractors of recognized ability and honesty it is evident from the personal experience of every architect, engineer and contractor that there must be something radically wrong when building work is attended by so much friction and personal disagreement.

At the present time the systems of contracting used in building work may be divided into two general classes, the lump system and the various percentage systems. Of these systems the lump sum is theoretically the best. Such a system presupposes that the contract definitely defines the work to be performed and that a contractor can therefore accurately determine what the execution of such work will cost. If, however, the contract requirements are indefinite, the contractor is never certain, no matter how conscientious he may be, that he may not be required under broad or ambiguous clauses of the contract, to furnish more than he honestly understood would be required from his reading of the contract when estimating, and thus he may be forced to do work at a net loss instead of a profit. Under the various percentage systems, on the contrary, the contractor is assured his profit no matter how much work he may be required to do.

Architects seem to be leaning toward the elimination of the general contractor as the means of overcoming the trouble, while contractors have recently been trying to overcome the difficulty by more openly advocating the various percentage systems, and it will be observed that the contractors who are the most successful financially



THE ROTUNDA
LUZERNE COUNTY COURT HOUSE, WILKES-BARRE, PA.

are these who do work on a percentage basis, except in special cases of their own selection. The contractor who is not financially successful would hardly be a desirable one to intrust with work.

Even supposing that general contractors are eliminated and the work is awarded directly to the "man who does the work," it is just as essential that those contractors should make a legitimate profit and it would not be getting at what is probably one of the largest roots of the evil under the lump system, namely, indefinite contracts.

The lump sum contract is superior to the percentage type because it more truly fosters fair and open competition and is more economical, as has been amply demonstrated by many men of ripe experience. It is, however, essential to a fair and just lump sum contract that all matters affecting the ultimate cost of the structure should be clearly brought to the attention of contractors when making up their estimates.

The design and form of a building has less to do with its cost than the conditions under which the work is to be done and the materials used in its construction. As a description of these matters is the province of the specification, it follows that carefully prepared specifications are essential to economical construction and are of prime importance in the ultimate cost of a building. By



THIRD FLOOR GALLERY
THE LUZERNE COUNTY COURT HOUSE, WILKES-BARRE, PA.

this it is meant that given a complete set of drawings for a structure, it is possible solely by the conditions of the specifications for materials, workmanship, etc., to vary the cost of the building to almost unlimited bounds, and a difference of several hundred per cent can easily be made in the cost without using other than standard materials. Particular materials may be cheap in one place and expensive in another, depending on the ease or difficulty in obtaining them. Thus, Carrara marble in Italy, and Caen stone in France, is very cheap and common in certain sections, while these materials are luxuries in the United States. Of course, we may have something just as good, but that is beside the question.

In order, therefore, to make the lump sum contract as uniformly fair and successful as it should be, it is essential that specifications more truly describe the conditions under which work is to be done and the materials to be used in its construction, so that contractors can with safety estimate on such work with a knowledge that their profit is reasonably secure, excepting for dishonesty or for carelessness or ignorance of a personal nature.

The literature relating to building specifications, such as should accompany a set of drawings to make a complete contract, is meagre to an extreme, especially where applicable to American practise. There have been numerous published forms intended as an economic means

of writing specifications for buildings of moderate cost, but these have endeavored to cover only a limited field and can seldom be used for any of the fireproof or fire-resisting types of building.

The author has long felt there was a need for some work which would be useful as a help in the actual preparation of a working specification for buildings, and has in preparation a work to meet a part of this need.

Carefully prepared general specifications, based upon approved practise are sometimes the most useful and acceptable brief treatise upon a special branch of construction work.

The ordinary requirements for work do not depend upon the type of building but on the kind or quality of work desired and materials used. Thus, if the class or quality of work be the same, brickwork or carpenter work would have the same specified general requirements whether the building be a residence, a stable or a library. A general specification is therefore dependent only on the quality of the work and not on the class of building. It is therefore possible to make a set of forms which can be used as a working tool for the writing of specifications no matter how varied the type of buildings the architect may design. The principal changes in such a form would be due to the kind or quality of work desired.

Specification writing cannot be successfully acquired without practise and without a broad knowledge, practical experience and careful study of the various materials and methods of construction and their relative costs. As ideas and methods change and improve as a result of experience, so specifications should be changed to keep abreast of the times. Specifications and contracts are the hall-marks of the practical knowledge and experience of the architect in construction and business ability. An inexperienced writer is very apt to be uneven in his descriptions, writing at unnecessary length upon matters with which he is familiar, and covering his ignorance of equally important matters by the brief and ambiguous direction that "the work shall be done to the entire satisfaction of the architect," "whose decision is to be final and binding on all parties." These statements are too often an admission that the architect did not know what he desired, or that the owner had failed to express a preference and had therefore been left with unlimited future choice.

Experience is the surest way to acquire knowledge, and because it is a hard and costly method, the information gained should be carefully preserved, and kept in such a handy manner for future use that it may be found when wanted in a hurry.

It is impossible to devise an automatic system of specification writing, but a rational method which will act as a reminder and check if used with care and

thought is sure to make the road easier and the mental work less irksome. The method usually followed of correcting an old specification, should be deplored, if only for the lack of opportunity it affords to keep specifications up to date, and to avoid in new work the repetition of possible previous errors or methods modified by more recent experience. Specifications are usually written after the drawings are practically completed and when there is a rush to get the work under way, and there is then hardly sufficient time to prepare specifications and none to spare for improvement in wording, more orderly arrangement, etc., which makes some system all the more desirable.

The main essentials of the instruments forming the contract must be (a) legality, (b) justice, (c) completeness, (d) and accuracy, if the architect expects them to properly perform their duty.

Legality.—Where people are completely in accord as to ideas, requirements, compensations, etc., and are gentlemen of the old school whose "word was their bond," written agreements and specifications are used more as reminders and memoranda than as legal instruments which must be strictly followed. It is to the credit of both the architect and the contractor alike that so much good work has been done by a practical "meeting of the minds" which could never have been successfully accomplished if written instruments had been strictly followed or legally enforced. This method of procedure, however successful it may have been in many instances in the past, should be followed with extreme caution in the future as the complexities of building construction and the keenness of competition severely tax the best of intentions when the question of 'possible financial loss is at stake.

The law having provided that certain essential requirements must be fulfilled if instruments are to be upheld in courts of law, these requirements must be carefully observed. It is with particular pleasure that reference is made to the very admirable books by John C. Wait, "Engineering and Architectural Jurisprudence," and "Law of Operations Preliminary to Construction in Engineering and Architecture," for full and clear explanation of these various legal requirements. "Law of Contracts," by John C. Brown, is also an excellent work with special reference to work done for the U. S. Government.

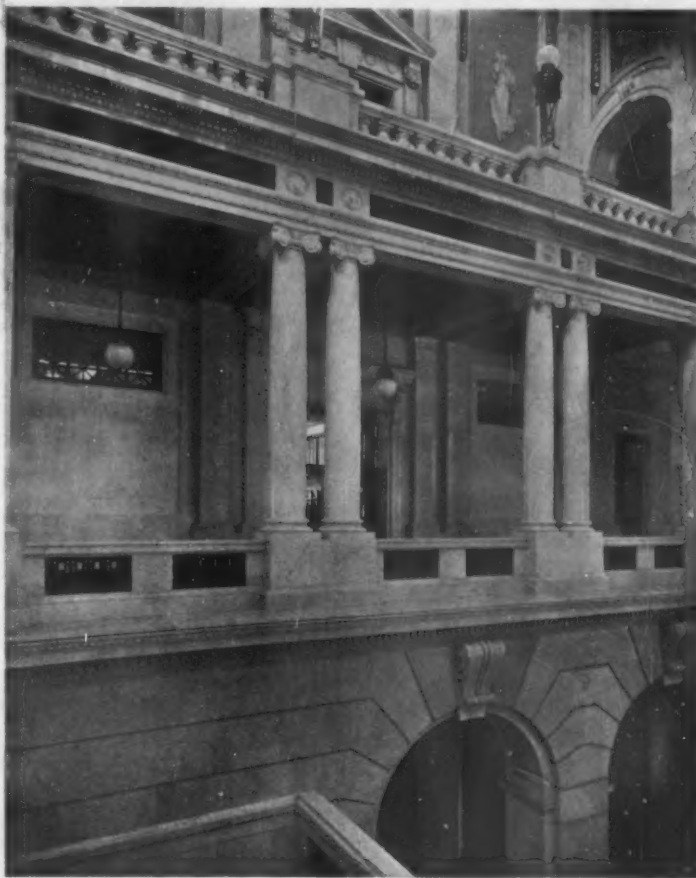
The Laws of the various States, and the regulations and ordinances of municipalities relating to building and the public health must also be strictly complied with, otherwise the authorities may order that perfectly good material be removed and replaced because it does not conform to the letter of the laws' requirements. It should also be noted that the regulations of the various localities differ widely, and what may be accepted in New York may be rejected in Philadelphia.

The requirements of the fire insurance authorities relating to protective and hazardous devices affecting building construction must be carefully studied and followed if the owner desires to obtain the lowest insurance rating on the completed structure.

The National Board of Fire Underwriters promulgate rules based on the result of tests on samples submitted to the underwriters' laboratories in Chicago. The National Board has, however, no direct authority in the making of insurance ratings for buildings; they are left to the local boards. It may thus happen, as in New York City, where the rules of the National Board may be modified by the New York Board, and both of them may be ignored at will by the New York Fire Insurance Exchange, who alone establishes the insurance rate based upon the completed building as they find it. It is not a simple matter, therefore, to determine what devices or methods of construction must be followed to obtain the lowest insurance rating. The local rate-making power should be consulted as to the rules they approve to govern the rates.

Any one desiring to be closely in touch with the latest developments in fire protective devices is referred to the National Fire Protection Association, Chicago, Ill., who issue literature periodically.

Justice.—As in all dealings throughout life, the golden rule is still considered orthodox and sound in most



SECOND FLOOR GALLERY
THE LUZERNE COUNTY COURT HOUSE, WILKES-BARRE, PA.



THE DOME

THE LUZERNE COUNTY COURT HOUSE, WILKES-BARRE, PA.

places, and the principle of the square deal is being strenuously impressed upon the minds of men; so in the preparation of contracts the architect's aim should be to make them not only complete and clear, but also fair and just to the contractor as well as to his client, the owner.

There are three parties vitally interested in a building contract—the owner, the contractor and the architect. It is not sufficient that the interest of any one or two of them is properly safeguarded, but the interest of one should be protected by the others and all three must co-operate if the work is to be successfully completed.

Law and equity should be carefully separated in the minds of the architect. The less he has to do with the former and the more with the latter the better it will be. It is an old saying that "good law is not necessarily simple justice." That architect will be truly the most successful who fearlessly dispenses justice to both owner and contractor and sees that neither one secures an unfair advantage over the other. The architect occupies a peculiarly trying position and he should therefore scrupulously avoid the preparation of unfair contracts, for when he is called to sit as a judge to construe his own specifications he should not be too strongly tempted to cover up his own errors at the expense of the contractor or owner. Fairness is like oil to machinery—necessary to prevent friction.

The value of just specifications to the owner and the architect is as great as their value to the contractor. A just specification provided it is both accurate and free from ambiguity, cheapens the cost of work by eliminating the necessity for sums to cover possible contingencies; it broadens real competition and encourages lower estimates; it ensures more rapid erection, and also acts as a powerful regulator to the mutual understanding and confidence in the fairness of all parties.

It may seem that architects are criticised with undue severity and the shortcomings of contractors are neglected. Suggested reforms should preferably come from friendly rather than unfriendly sources, and if the profession have been severely criticised it is because in the author's opinion the initiative of correcting many of the abuses rests with the architect. The agreement and specifications are prepared solely by the architect, and the contractor is in nowise responsible for any of their shortcomings. There will always be some inefficient and some dishonest contractors and the sun will continue to shine on the just and the unjust, but it is in the long run better to prepare fair contracts which shall be just to the honest and may be too merciful to the dishonest; rather than force all honest contractors to suffer for the sins of the few.

With the contractor the work is purely a business proposition; he expects to make a certain profit for doing a particular amount of work. It is immaterial to him what materials are used or whether the design is classic or gothic, so long as he is properly paid for his work. A contractor must make a legitimate profit, his business life depends on it, and the more he feels this slipping away from him the more diligently will he devise ways and means to reimburse himself.

A contract is intended to insure that an owner will obtain a definite piece of work for a stated sum and within a given time, and to insure that a contractor will be paid for doing this a stated sum of money at definite times. The contract should therefore be drawn so that the owner can demand and obtain his work and the contractor his payments with the least delay and difficulty. The dual obligation that the owner obtain the work for which he pays and the contractor receive the money for work properly done is most important, and would seem to be too self-evident to require argument. An examination of many contracts will, however, disclose the astonishing fact that scrupulous precaution has been taken to protect the owner, but the contractor has no power to demand his payments and has little redress—except to the long and costly process of the law, if the architect withhold his certificate for payment or the owner refuse to honor such certificate, no matter how just the contractor's claim. This is most unfair. Most

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THE AMERICAN ARCHITECT

PUBLISHED EVERY WEDNESDAY BY THE
SWETLAND PUBLISHING COMPANY
239 West 39th St., New York

H. M. SWETLAND, *President*, J. T. MORRIS, *Treasurer*, M. J. SWETLAND, *Secretary*
G. E. SLY, *Advertising Manager*

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

SUBSCRIPTION RATES

United States and possessions, Mexico, Cuba - - - \$10.00 per year
All other countries - - - - - \$12.00 per year
Price per single copy regular issues, 25 cents

To insure the accuracy of our mailing lists, subscribers are requested to notify us promptly of any change of address, stating at the same time the address to which the paper was formerly sent. Our Subscription Department should also be notified if, for any reason, copies are not received promptly.

Entered at the Post-office, New York, as Second-class Matter.

September 15, 1909

Vol. XCVI., No. 1760

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IN another column of this issue is printed the first instalment of Mr. Bamford's epitome of his work on specifications now in manuscript. While we have not been permitted the opportunity of going carefully over the entire work, its character appears to be sufficiently indicated by the brief summary at hand to warrant the feeling that Mr. Bamford has gone far toward supplying a long recognized need—that of a specification at once exhaustive and authoritative. When the importance of the matter is considered it seems quite remarkable that so small an amount of literature or definite information is available on the subject of American practice in building. A carefully prepared specification devoid of impossible requirements and ambiguities is equally essential to economical construction and to a full realization of the architect's conception. The movement for better architecture and better materials of construction demands better service on the part of the architect, and no small or unimportant part of this service is rendered by the preparation of an adequate specification. There is probably no more convenient or accurate method of estimating an architect's practical knowledge of construction and general business ability than by a perusal of his specifications. Unfortunately this fact has not been fully realized by many members of the profession in the past, and their specifications, as lucid, definite and comprehensive instruments, have been sadly deficient. Any work which will assist in relieving such a condition is welcomed, and its author should receive more substantial remuneration than the mere

knowledge and satisfaction of having made a distinct and considerable contribution to the art of building in America.

ONE of the most utterly puerile suggestions that has yet been offered, but one that seems to be receiving much publicity and support in certain quarters, is that of holding the series of tests of fireproof construction and materials ordered by Mayor McClellan, of New York, when vetoing the recent proposed Building Code, in Chicago. The excuse offered, that no suitable site or equipment for such tests is available in New York, appears too trifling to warrant serious notice. After spending nearly a quarter of a million dollars in preparing through a committee of the Board of Aldermen the unspeakable code so fortunately killed by the Mayor, New York can presumably afford to provide the comparatively insignificant sum necessary to secure information of a character that will tend to prevent a repetition of the fiasco. New Yorkers are sufficiently interested in the outcome of this affair to demand that it be settled here. We trust any suggestion, plan or "scheme" looking toward its removal to other environment will not prevail.

IT is gratifying to read in the current press that Chief Engineer Lewis, of the Board of Estimate, is taking steps looking toward the appointment of a Board of Experts to supervise and report on the tests of fireproofing materials and construction referred to above. The selection of the members of this Board may well receive the most careful attention. Upon its personnel depends to a very great extent the practical value, and in the eyes of the profession at least, the accuracy of the results. The occasion is of too great importance, and the opportunity offered too rare to permit of any experimental appointments. Only men of highest standing and attainments and those unaffiliated with any system or interest that could possibly influence their judgment are eligible. That the services of such men are available there can be little question, and that Mr. Lewis will secure them for the purpose indicated we confidently expect.

STRIKING evidence of the extent to which the public is becoming interested in matters of art is furnished by the fact that substantial business organizations of Baltimore have expressed an emphatic desire that permission to use the Fifth Regiment Armory in that city for the purpose of holding the proposed art exhibition next spring be granted. It is pointed out that as a matter of sound public policy everything possible should be done to encourage and develop a knowledge of art. As the proposed exhibition would be of inestimable educational benefit to the citizens of Baltimore and visitors who will undoubtedly attend, there would appear to be no good reason for withholding, and the best possible reasons for granting, the permission sought. Recognition by business organizations of the value to a community of an art exhibition seems to mark a new epoch in the development of the country and one holding forth unusual promise for the future.

(Continued from page 102)

certainly neither party should be able to obtain by coercion or otherwise anything to which he is not justly entitled, and the contractor should be able to demand and obtain his payments, and not be dependent on the possible whims or prejudice of an individual.

Many contracts appear to be drawn by the architect on the assumption that the owner's interests must be most carefully guarded against failure by the contractor to properly fulfill the contract, and that the contractor must gratefully receive only such redress against the owner as he shall choose to allow. In the past when profits were sufficiently liberal, contractors could afford to take chances that "club clauses" would not be strictly enforced and profits lost by unfair clauses could be made up on "extras." To-day, however, competition is sharper and profits are too often figured on too slender a margin to permit a contractor "taking care" of losses caused by unfair clauses. No wonder then the contractor becomes more and more technical and troublesome over small omissions or errors, where before he could charge these minor matters to profit and loss or good will. The chances which a contractor takes that an owner will not be fair-minded should not be overlooked. An owner may become very exacting and insist on the "strict and literal" compliance with the letter of the specifications and contract, and may place an architect in a very embarrassing position by referring to and insisting on the literal fulfillment of certain ambiguous conditions or the taking of every "pound of flesh" against the architect's better judgment. Such a position is trying to an architect and places him in an embarrassing position where he can hardly defend himself with credit, and will cause more real worry and bitter anguish than a troublesome contractor could.

At common law a man is considered innocent until proven guilty, but from numerous clauses in specifications it might be inferred that contractors, as a class, were open to suspicion if not actually guilty. If contractors in a particular locality were disposed to be tricky, there is no excuse for drawing an unfair specification, but draw a fair one which can contain just and equitable clauses giving ample authority for applying the principle of the David Harum revision of the golden rule: "Do unto others as they would do unto you—only do it first."

Human nature is human nature, and no matter how much we may preach moral ethics to contractors or refer them with pride to some specified requirement which has been overlooked by them in taking off quantities, but is nevertheless binding on the contractor, human nature is apt to balk, at least mentally, against furnishing more than was honestly included in making up the estimate. It is good business and also human nature for even contractors to expect to obtain a certain total percentage of profit on the work they undertake, and even the best of them will try hard to obtain this profit one way or another, else they must ultimately be forced from business and leave the field to probably less competent contractors but shrewder business men.

Completeness and Accuracy—These will be treated under the heading *Specification*.

(To be continued)

RECENT LEGAL DECISIONS

MERE ACCEPTANCE OF BID NO CONTRACT

A school district, proposing to erect a schoolhouse, advertised for bids. Amongst other contractors, the plaintiffs submitted a bid and deposited therewith \$900, as required by the advertisement. The board voted upon the bids and decided to award the contract to the plaintiffs. The architect drafted a proposed contract, based upon the specifications which had been used by the plaintiffs in making their bid, which was submitted, but not delivered to the plaintiffs. The attorney for the school board thereafter drafted a new contract differing materially from that prepared by the architect, and containing matters not included in the specifications upon which the bid was made. After various negotiations with reference to the form and substance of the contract, the parties were unable to agree and the board let the contract to another bidder. The plaintiffs then brought an action to recover the \$900 deposited as required by the advertisement. The school board claimed that the money had been forfeited, and claimed damages for the refusal of the plaintiffs to carry out the contract. The court held that no contract had been entered into, and that the trial court properly directed a verdict in favor of the plaintiffs.

Smith v. Independent School District No. 12, St. Louis County (Supreme Court of Minnesota), 122 North-Western Reporter, 173.

DAMAGES FOR DELAY IN COMPLETION OF BUILDING

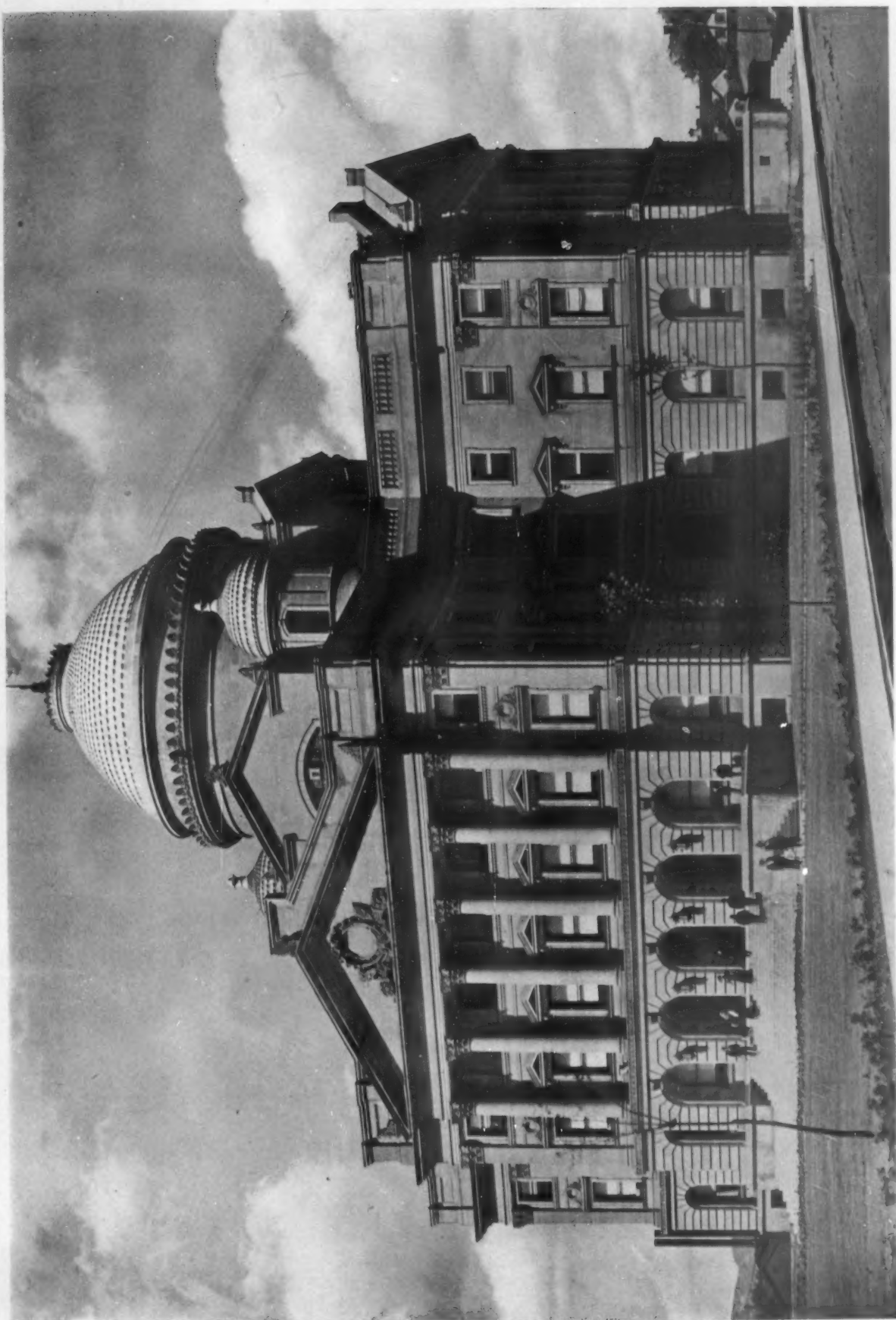
Where a building contract is to be performed on or before a fixed date and contains a stipulation that in case of failure to complete the building within such time the contractor shall pay liquidated damages at a certain rate per diem, but shall be given an extension for delays not due to causes or casualties beyond his control, the Louisiana Supreme Court defined a casualty as inevitable accident and held that the contractor was not entitled to an extension for rainy days, holidays or for time lost by the failure of his subcontractors to furnish materials or perform work, all such matters being capable of being foreseen and provided against, but held that delays caused by the owner or by the municipal authorities must be credited to the contractor.

Cook & Laurie Contracting Co. v. Denis (Supreme Court of Louisiana), 49 Southern Reporter, 1014.

CONTRACTOR'S LIABILITY FOR INJURY TO WORKMAN

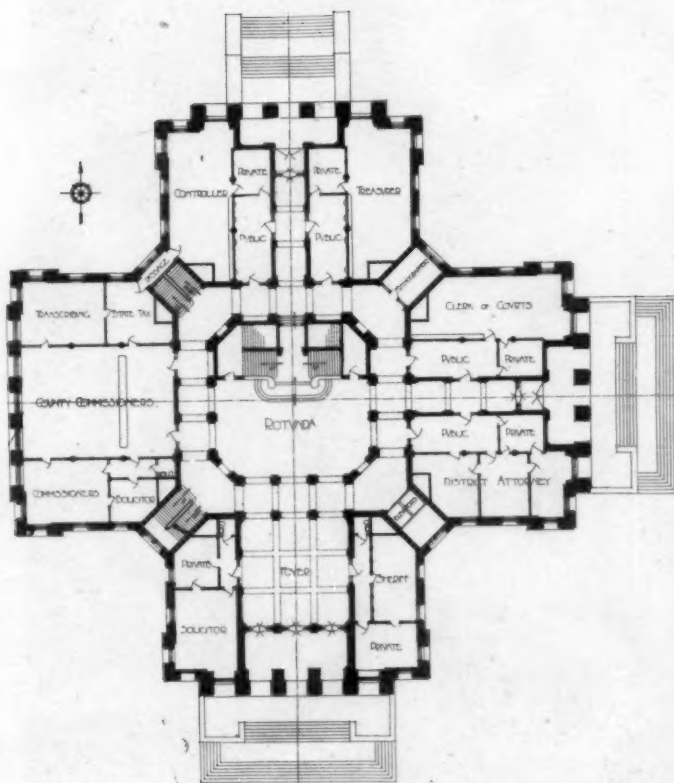
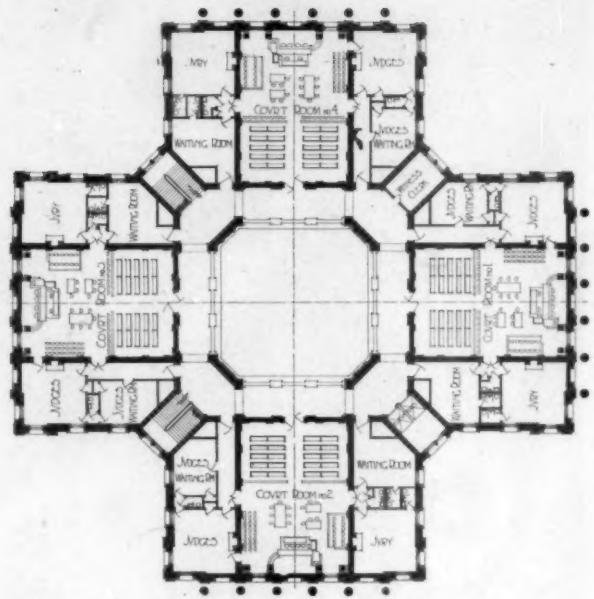
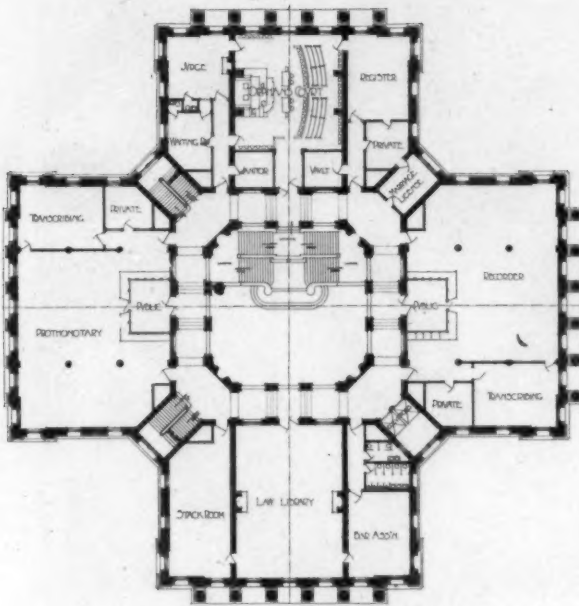
In an action for damages for the death of a workman in the employment of a building contractor against the employer, the workman having been killed while at work in an areaway between the defendants' concrete mixer, then in course of demolition, and a new building, almost completed, by a board which fell from a considerable height, it was held that the plaintiff could not recover in the absence of a showing of such a situation that the contractor should reasonably have anticipated harm to the workman and have taken precautions accordingly.

Brennan v. Butler Bros. (Supreme Court of Minnesota), 120 North-Western Reporter, 540.



THE LUZERNE COUNTY COURT HOUSE,
WILKES-BARRE, PA.

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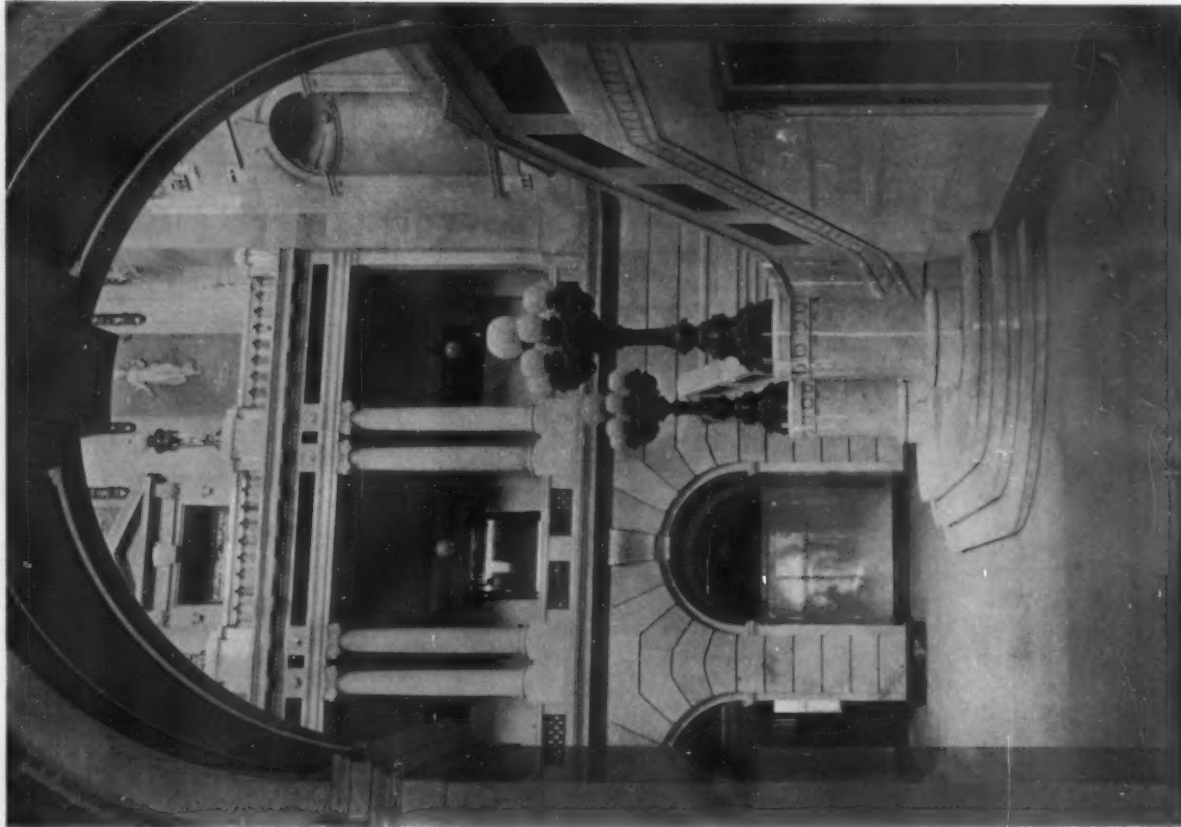


THE LUZERNE COUNTY
COURT HOUSE

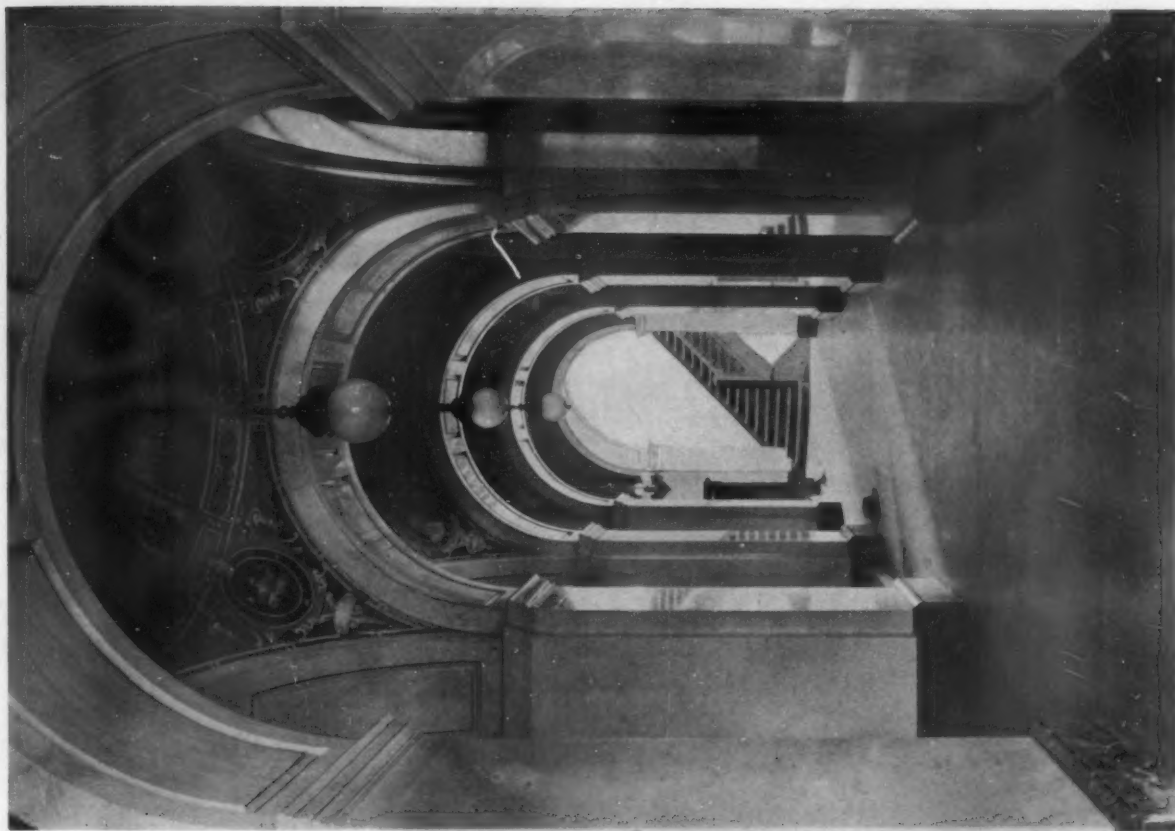
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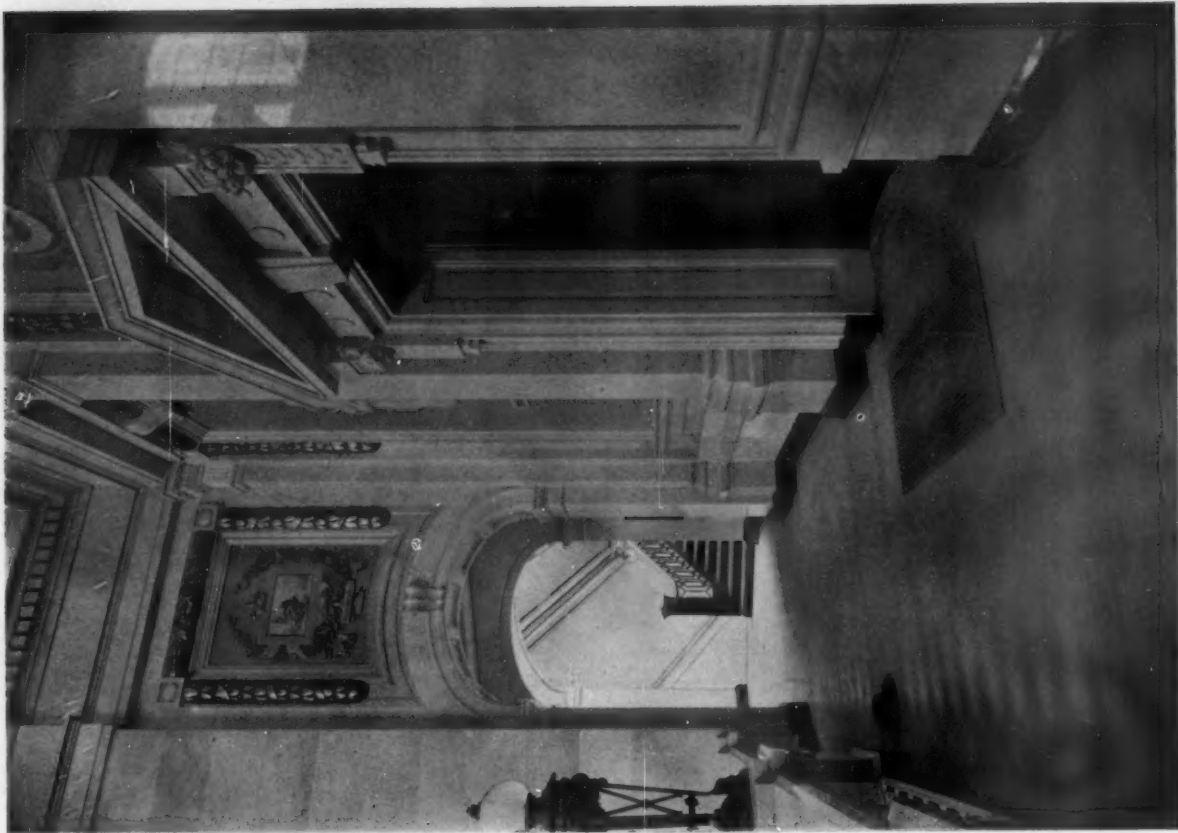
FIRST FLOOR—LOOKING ACROSS ROTUNDA
THE LUZERNE COUNTY COURT HOUSE,
WILKES-BARRE, PA.



FIRST FLOOR CORRIDOR, AROUND ROTUNDA
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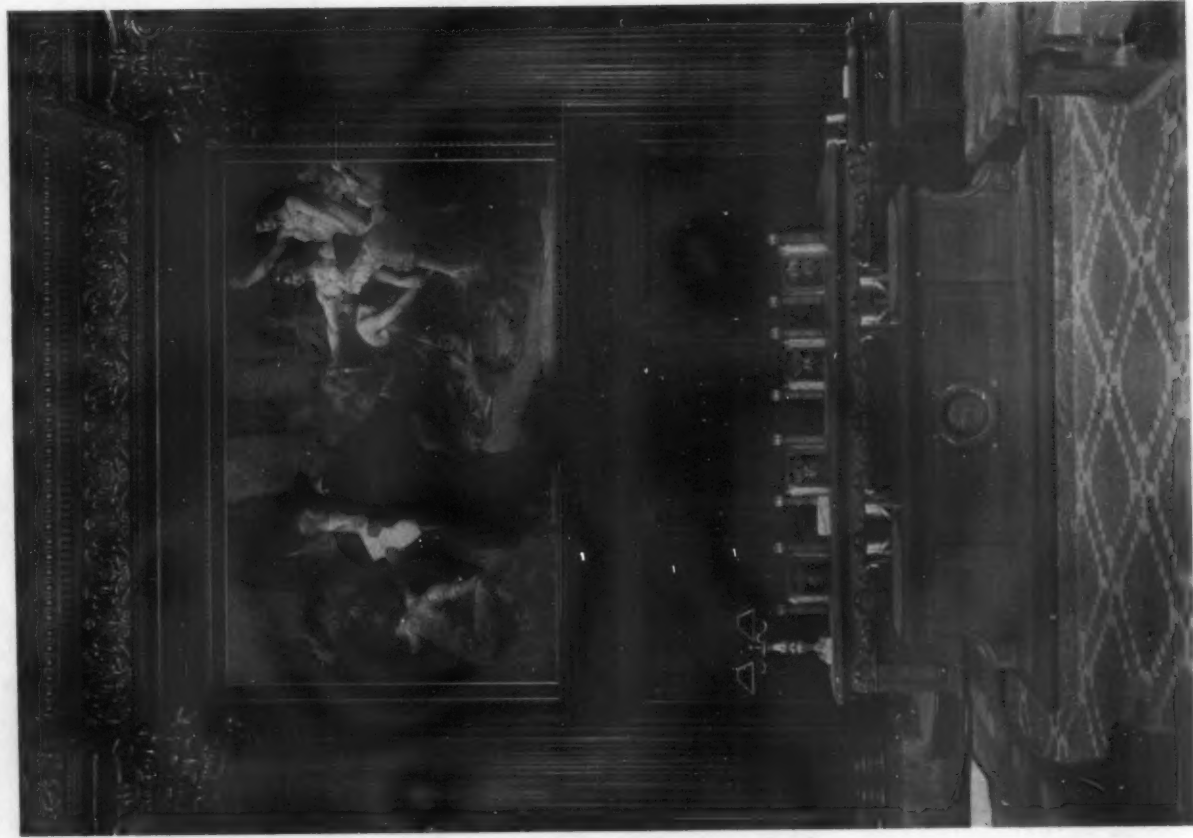


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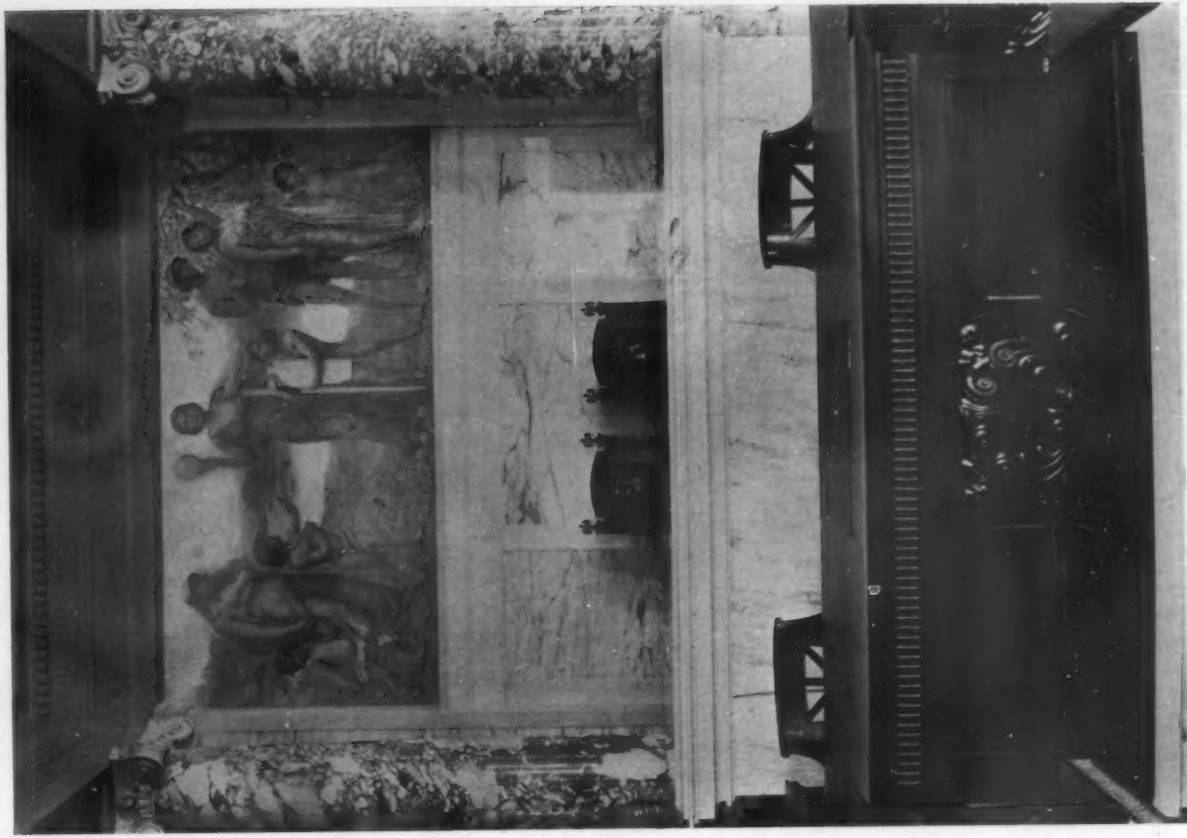
THE AMERICAN ARCHITECT

SEPTEMBER 15, 1909

VOL. XCVI., NO. 1760



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