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The California Architect and Building News.

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VOLUME XIV.

JANUARY 20th, 1893.

NUMBER I.

A MONTHLY JOURNAL DEVOTED TO THE ARCHITECTURAL INTERESTS OF THE PACIFIC COAST.

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being Architects and others interested in the profession.

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INCORPORATED 1889.

NOW IN THE FOURTEENTH YEAR.

W. J. CUTHBERTSON, President.

OLIVER EVERETT, Secretary.

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WITH this issue we commence our fourteenth year. Having safely weathered the troubles that are popularly supposed to be associated with number thirteen, we now see no reason why we should not live to a hearty old age, and with the best wishes and encouragement of our numerous friends and patrons, shall endeavor to strive for the advancement of the interests of the Architectural profession and the different branches of the building interest that are so intimately associated with it.

ARCHITECTS Wood & Lovell, have entered into co-partnership with Mr. Fuller Clafin of this city. Messrs. Wood and Lovell will confine their attention principally to New York and Chicago, while Mr. Clafin will look after the Pacific Coast interests.

THE terms of the invitation by the Board of Trustees of the Stockton Free Public Library, to architects to submit competitive designs for a new library building, have been severely criticised by prominent architects.

The board, in issuing this invitation, does not seem to have had a very clear idea of an architects duties; but until the general public is better educated as to what an architect is called on to do, and becomes better acquainted with the real duties, responsibilities, rights and privileges of the profession, no great hope can be had that future competitions will be carried out on more just and liberal terms.

If building committees, before framing their invitations, would consult some member or members of the architectural profession, they could, with the advice and assistance that would be placed at their disposal, frame conditions that would secure them the good will of competitors, and attract instead of repel the collaboration of the architects.

To offer small premiums generally means that they will get cheap work in return. Let them try once in a while being liberal and we will predict that the result will be infinitely more satisfactory, and the designs submitted will average a higher degree of merit, than is the case at present.

To require of the architect bonds for the erection of a building within certain limits of cost, is to make him assume obligations that are not a part of his duties.

THE QUESTION OF AMENDING THE PRESENT LIEN LAW.

WE have received the following on the subject of the Lien Law from a firm of local architects. The ideas advanced seem to offer a practical solution of the vexed question, and appear to be worthy the consideration of law makers. Should any of the parties interested desire to criticize the position taken in this communication, space in our columns will be at their disposal:

The question of amending the present Lien Law of this State will undoubtedly be brought before the Legislature now in session, though whether the divergent interests of the numerous classes affected by the law can be united in support of any one proposition, appears problematical.

As far as concerns the building interests, and our remarks are made with particular reference thereto, the law as it stands, is not satisfactory to the very ones it was designed to benefit, and the different building associations and protective societies have different amendments to propose; if they can agree on a course of action, they can probably control legislation on the subject.

They fully realize the difficulties to be overcome, and hope to find a solution of the question, satisfactory to those who desire the protection of the law, and at the same time just to others who have equally as important interests.

The main object of this and all similar laws, is to protect the laborers, material men and subcontractors who co-operate in the erection of a building.

This should be done without injuring the interests, or jeopardizing the property of the property owner, and in our own opinion can be satisfactorily accomplished in a much simpler and more effectual manner than is done by the present statutes. Let it be made obligatory on the owner when he contracts with a builder or other mechanic, to exact a bond for the full amount of the contract price; let this bond be drawn, not only to guarantee the completion of the building, but also the payments of all debts contracted in its erection, and have it signed by two sureties; and lastly, require these sureties to duly qualify before a notary in double the amount for which they bind themselves.

This should afford protection to laborers, material men and subcontractors alike, while it should not meet with any opposition from reputable and reliable contractors, as it would protect them against dishonest competition and would not work any hardship on honest property owners.

The law as it now stands is but of little practical assistance to the creditors in any case, and is open to the very serious objection that it is so complicated that its practical working enables both dishonest contractors and scheming owners to defraud the creditors in nine cases out of ten where such intention exists.

Advantage is taken every day in the week of the ignorance and inexperience of an owner who builds for perhaps the first and only time, and where a dishonest contractor is not able to do up the owner, he always has the equally profitable alternative of doing his creditors, for in many, in fact most cases, the bonds as at present written on building contracts, are for but a small proportion of the amount of the contract price, are signed by men who have no intention even when they have the means, of fulfilling the obligations they assume and are binding merely for the completion of the building whether the owners of the property or the creditors of the builder are protected is immaterial to them.

The Builder's Association, however, has been opposed to allowing its members to give bonds for more than one

quarter the amount of the contract price, though it seems to us that their action is really against their own best interests; if it was made obligatory for a contractor to furnish good and sufficient security, the irresponsible and rascally contractors would soon be driven from the field, and the honest man, who desires to give a dollar's worth for the dollar he receives, would have a chance to make an honest living, which is hardly possible when the *pro-rata* man can so easily step in and under bid him, and secure work at prices that are actually insufficient to pay for the labor and material. But for all that the *pro-rata* man does not go without his profit! Oh, no! That is secured and pocketed at the time the first installment is received, and after that he does not worry; he lets the *other man* do that.

There is one other point in the existing law that should be changed, this is, the clause requiring the contract or the memorandum thereof, to be filed before the work is begun, failure so to do rendering the owner liable for the contractors debts; this sometimes gives a dishonest, designing contractor a chance to start the work before the actual filing takes place, and we have known instances where no secret was made of the sharp practice that thus enabled the contractor to cinch the owner. We think a reasonable time, say three days from the date of the instrument, should be allowed for this filing. Of course the object of the filing is to give the material man and subcontractor a chance to learn how much value is to be given for a certain amount of money, such information being necessary for their guidance in bargaining with the contractor; as a matter of fact, however, this information is very seldom obtained from the recorder's office, but generally from the architect's specifications, or the contractor himself. If the intention of the law was fully carried out the recorder's office would be practically turned into an architect's office or contractors' exchange, and the space and number of assistants at the disposal of the Recorder would be found to be ridiculously insufficient.

GOOD AND BAD ROADS.

COLONEL A. A. Pope, in an interview published in the *Examiner*, reads us a lecture on the subject of good and bad roads; the remarks he made are to the point, and we wish our legislators could be impressed with the immense importance of good, smooth, hard, level highways connecting every town, city and State in the Union; their benefits to every class of citizens cannot be disputed, though we are sorry to say, but few persons realize the far reaching effects of these benefits.

Macaulay has said that of all inventions, the alphabet and the printing press excepted, those inventions which bridge distance have done most for the civilization of our species; intercourse between communities and the development of commerce have shown communities the necessity of systematically prepared roadways.

The Persians and the Greeks understood this, but the Romans knew it best of all. They built roads that would last for thousands of years, and they did it with the object of civilization, which question involved of course their domain. The old military roads of the Roman Empire constituted a system, the superior of which the world has never seen in its scope and the thoroughness with which it was perfected in all directions. They knew nothing about 'crushers' and 'asphalt' and fire brick, but they dug down into the ground and laid the solid foundation of rock and built the rest upward as scientifically and as honestly as an Egyptian pyramid. It seems to me when I look at your roads in California that it is a shame that some of your road-

masters who plow for mud from the ditches and plaster it over, the middle of your highways had not had some good experience in the road gangs under the centurions of Julius Caesar's army. The road is the sign by which you will best understand a people. If they have bad roads they are savages, for the road is the creation of man and the type of civilized society.

THE ROADS OF ROME.

"When Rome had 100,000,000 people under its sovereignty it was the capital city of such a network of highways that the common saying was, 'All roads lead to Rome.' You have very few respectable roads around San Francisco—in fact, I would name for my part only one, and that is the road at the Presidio, which, I believe, was built by the army. As for your Park, its roads are fair, but nothing to boast of. Go and judge them for yourself after a rain and compare them with one of the Roman roads in France or in England; otherwise you have not a decent highway throughout this State. Mind you, I have been here a number of times, and in fact I paid quite a visit to California in 1872, and I will confess that I have seen no progress in this direction.

"Why don't you do as we have done in Massachusetts—put your convicts to work building you honest roads—and be sure it would do much to make honest men of them? Certainly you cannot expect them to repent in an unhealthy cell or with morbid surroundings. Exercise and fresh air will build up their bodies and give them stouter hearts to resist temptation.

"I am endeavoring at the present moment to have Congress appoint a road department in the city of Washington similar to the Agricultural Department for the purpose of teaching students to become skilled road engineers and to establish a permanent exhibit, in which shall be shown sections of road illustrating the various methods of construction and also the best road materials and machinery. The petition which we have made to Congress will have 1,000,000 names and perhaps more, and we propose to have an exhibit in the Columbian Exposition next year which will explain to the people the secrets of road engineering.

SHOULD ISSUE STATE BONDS.

"Under your present system in California the farmers object to the extra tax for building a road in a decent and substantial fashion, and in many cases they are just; but I don't see why the State should not issue bonds with an extension of say fifty years to build a series of decent roads in the south and in the north. Let posterity pay for it, for certainly posterity gets the entire benefit. Why should we saddle ourselves entirely with the debt, and why should we not allow it to be shared by those who will appreciate the plan we have given them?

"With all our scores of localities in California our farmers are practically shut out from connection with the world for six months of the year. With the first rain the roads become heavy, and grow worse and worse until it is impossible for vehicles to obtain access to a valley or mountain district. Really this is almost the universal case in California. Your people are always talking about your railroads, and howling for a branch line to go there or come here, when you have it in your power to construct good market roads on radiated lines that will serve your purpose just as well as railways."

GLANDERS has been looked upon by the general public as a disease affecting the horse alone, and its prevalence gave no reason to apprehend any great danger to the human being, notwithstanding the health authorities have cautioned the public against the infectious nature of the disease. In one of the hospitals of London, Dr. Collie reports two cases of glanders that occurred recently. Both cases proved fatal.

In the first case, the patient, who was twenty-five years of age, was stricken with this disease while working among sick horses; he died after an illness of nineteen days.

In the second case the patient was twenty-six years of age and had charge of a sick horse, he was sick thirty-five days when he died.

This opens up a new important feature to provide for in hospital construction and in the treatment for a disease always fatal.

WHO will be first to try Sir Edwin Arnolds' recommendation and introduce the imitation of a Japanese House for a country residence?

This is what he writes in their favor, in an article entitled "Japan Revisited," from the January number of the *Cosmopolitan Magazine* under the head of "Homes of the People."

"The longer I myself live in these exquisitely neat and clean dwellings, the more I find to admire and praise in them; and then, moreover, they are decidedly healthy, so extremely inexpensive to erect, so absurdly easy to furnish, and so entirely refined, becoming and artistic as abodes for people of taste and of nice habits. The Japanese abode in which I passed my days of repose at Atami could have been purchased, I believe, for eight or nine hundred yen, or say \$600. It certainly had not cost as much to build, and yet it was good enough for anybody of simple habits to live in.

"The rooms are measured by the number of mats they contain, for the mats (*tatami*) of Japan is of an absolutely fixed standard, and does not vary a hairs breadth in length and breadth, all over the Empire. Each apartment is called by the number of jo, or mats, it will contain, each mat measuring six feet in length by three in breadth."

THE eminent Swiss savant Hassler, he who organized the U. S. Coast Survey, once made a move to secure an increase of salary. Failing through the ordinary channels, he obtained an interview and preferred his request to the President in person.

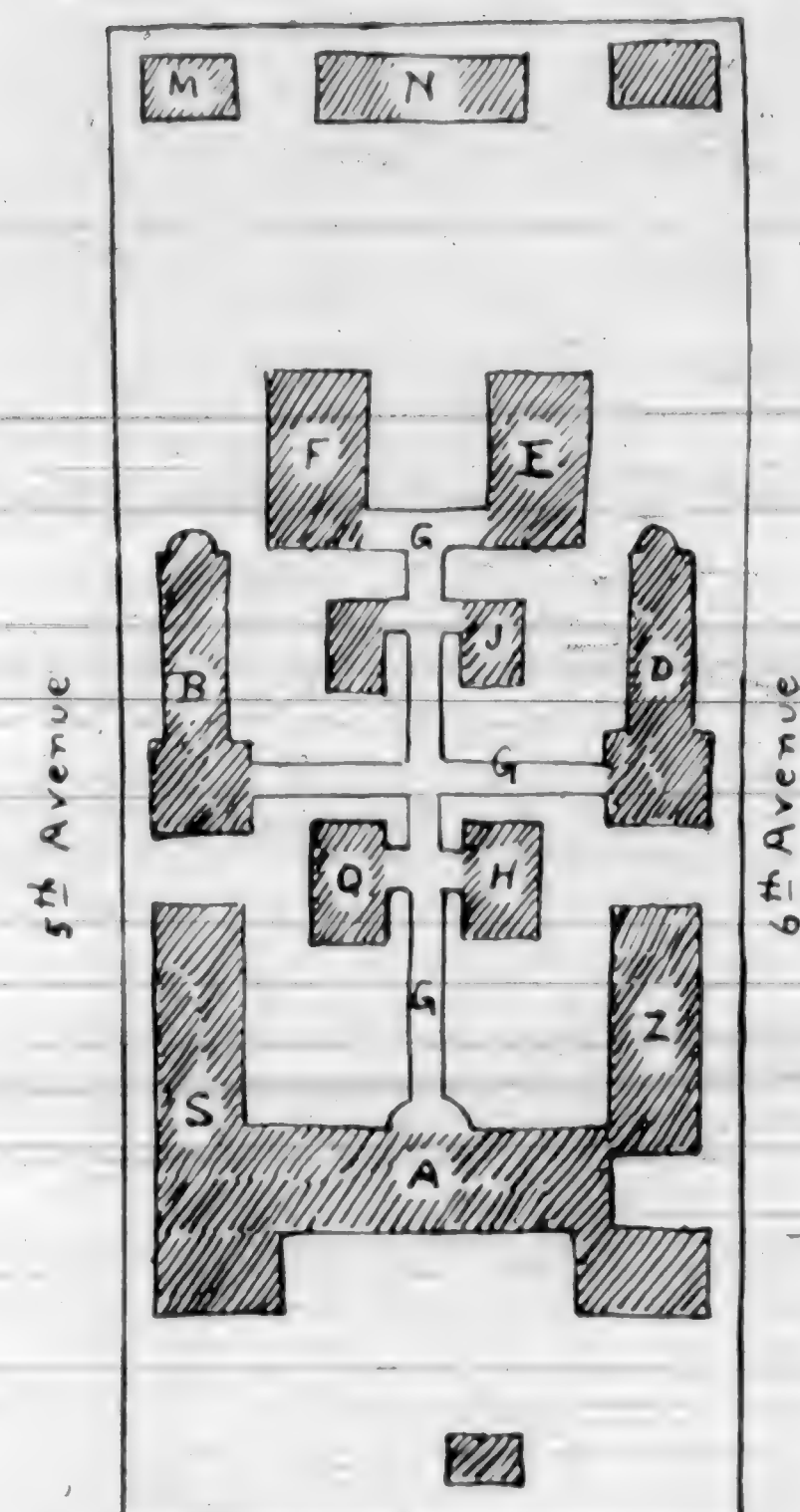
It is on record that Old Hickory treated the Professor with all that suave courtesy of which he was a perfect master, if he did not always use it. While admitting the value of the service and justice of the demand he remarked that the compensation asked for was more than the pay of the Secretary of the Treasury, under whose orders the work was being done. "And," said he, "Professor, would it not be a curious thing for you as a subordinate to Mr. Woodbury, to receive more pay than he does?"

Quick, sharp, pungent came the reply; emphasized, no doubt, by the broken English vehicle which conveyed it.

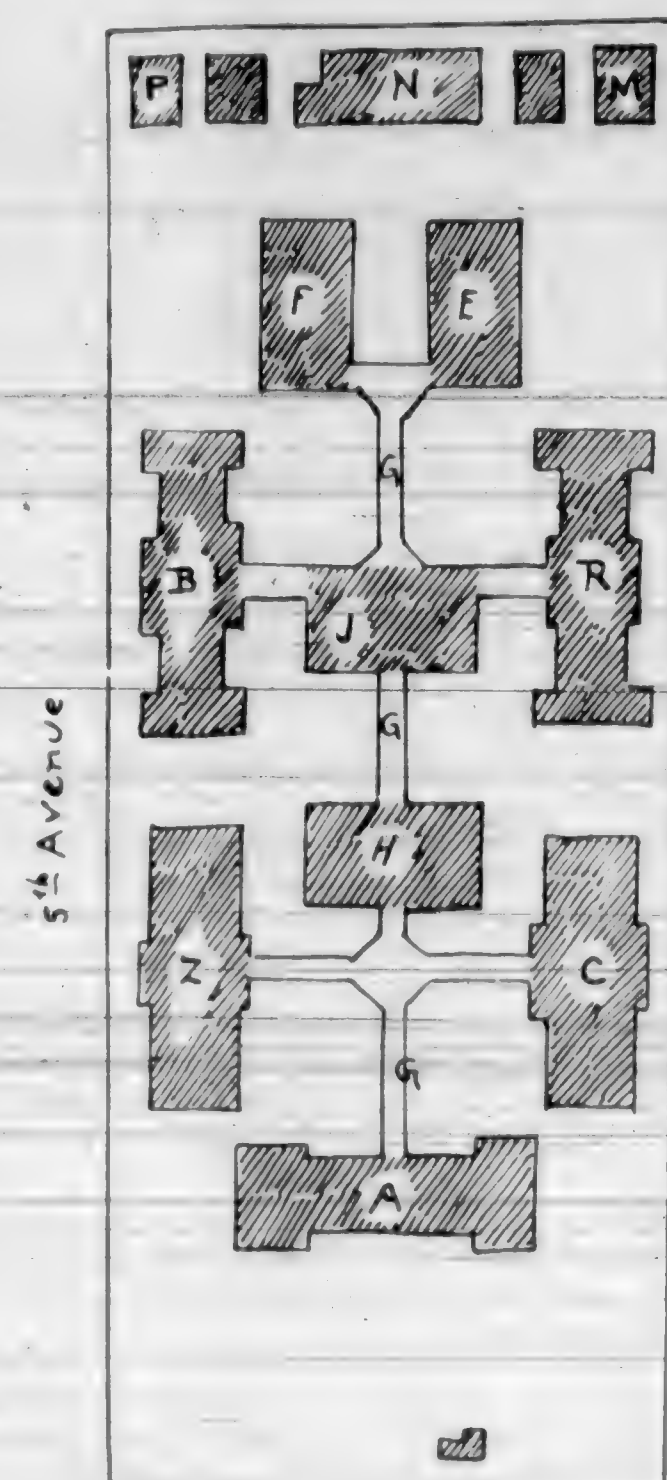
"Meester Woodbury! Meester Woodbury!! Plentee—plentee Meester Woodbury.—Von—von Meester Hassler."

WALLS A CENTURY OLD.

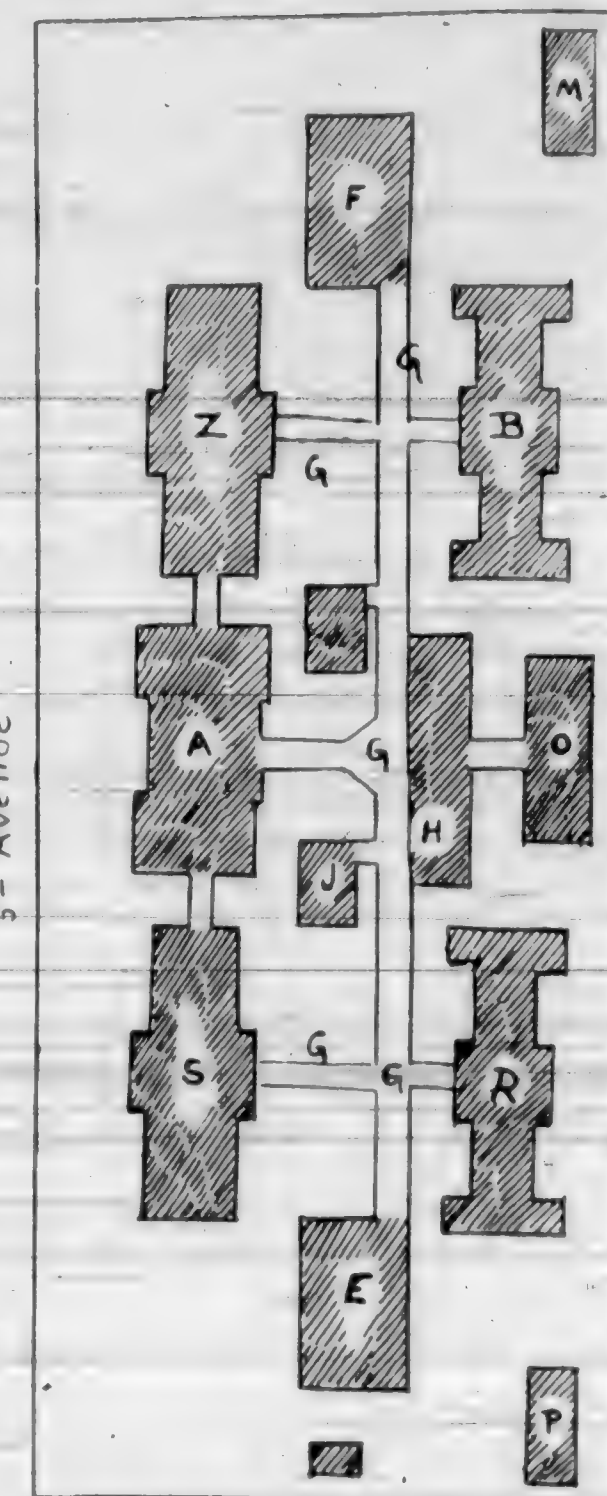
THE corner-stone of the white house was laid on Oct. 13, 1792; a little less than 300 years after the discovery of America by Columbus. The commissioners had, on the previous March 14th, advertised for plans for a presidents' house and on July 16th, they held a meeting in Georgetown and examined the plans that had been submitted. As its history now, they accepted the plan of James Hoban, a Dublin architect, who had made designs for the president's house, framed, it is said, on the model of the mansion of the Duke of Leinster at Dublin, the palace of royalty in Ireland. The stone was in part quarried at Aquia Creek, Md., and brought to a new wharf, built for the purpose, near the foot of Seventeenth street. No memorial of the ceremonial of laying the corner-stone has been discovered. It is certain that the Virgin Free Masons, who had in 1791 laid one corner-stone in the District of Columbia, and who in 1793, assisted in laying the corner-stone of the capitol, did not participate in laying the corner-stone of the white house. It was probably laid by Maryland Masons. The building began to rise, however, and in eight years was ready for occupancy. The donations of Maryland, \$72,000, and of Virginia, \$120,000, assisted to pay for it; and in April, 1800, four months after Washington's death, congress appropriated \$15,000 to pay for its furniture. Thenceforward it became the chief mansion in the nation. From the time when Mrs. John Adams hung the family wash in the east room to dry to now it has been a home set upon a hill to be seen by all. It has had the fortune of the humblest homes in the land—marriage, births and deaths. Its joys and sorrows have a wide echo, and now sympathy flows toward it from every portion of the land.—*Real Estate Record and Building News.*



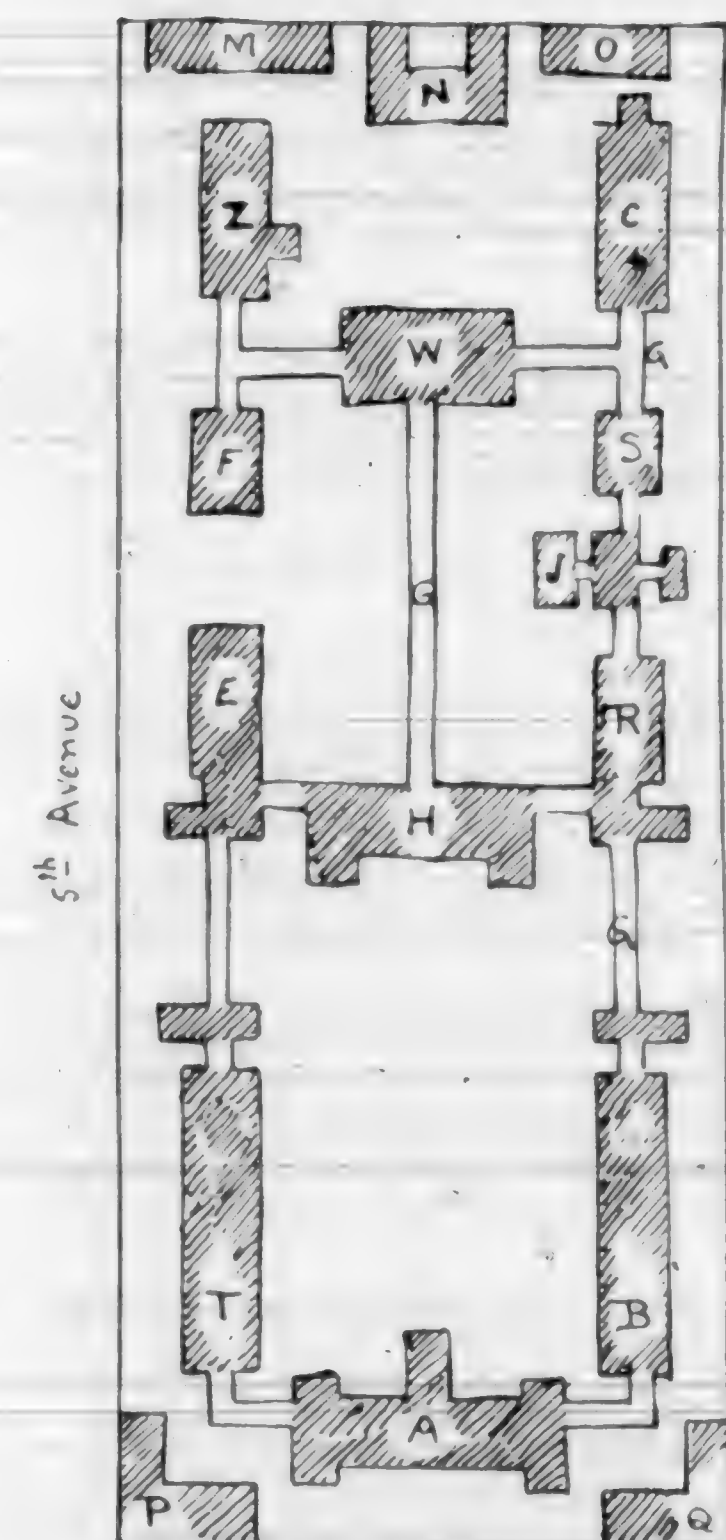
Point Lobos Ave.
Study No. 1, by A. Pissis.



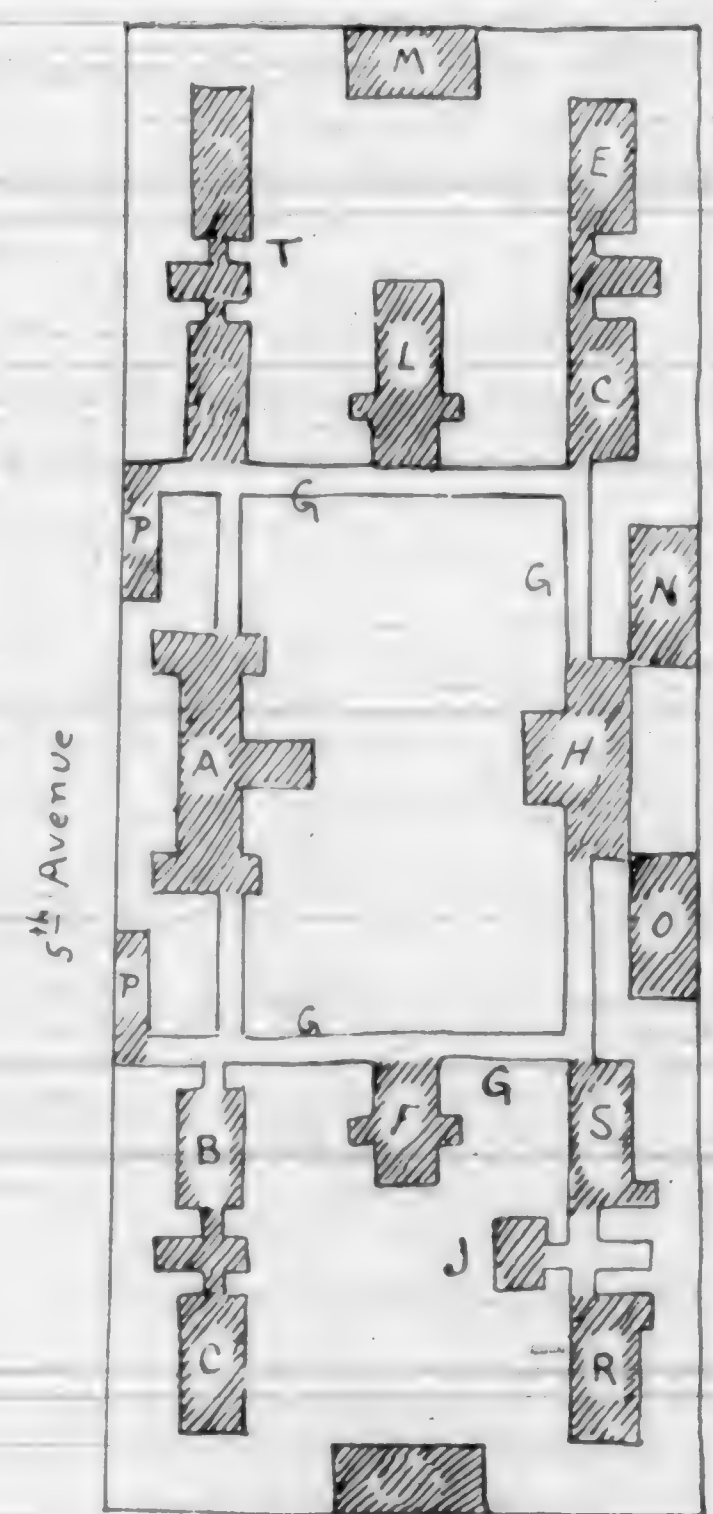
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Study No. 2, by Albert Pissis.



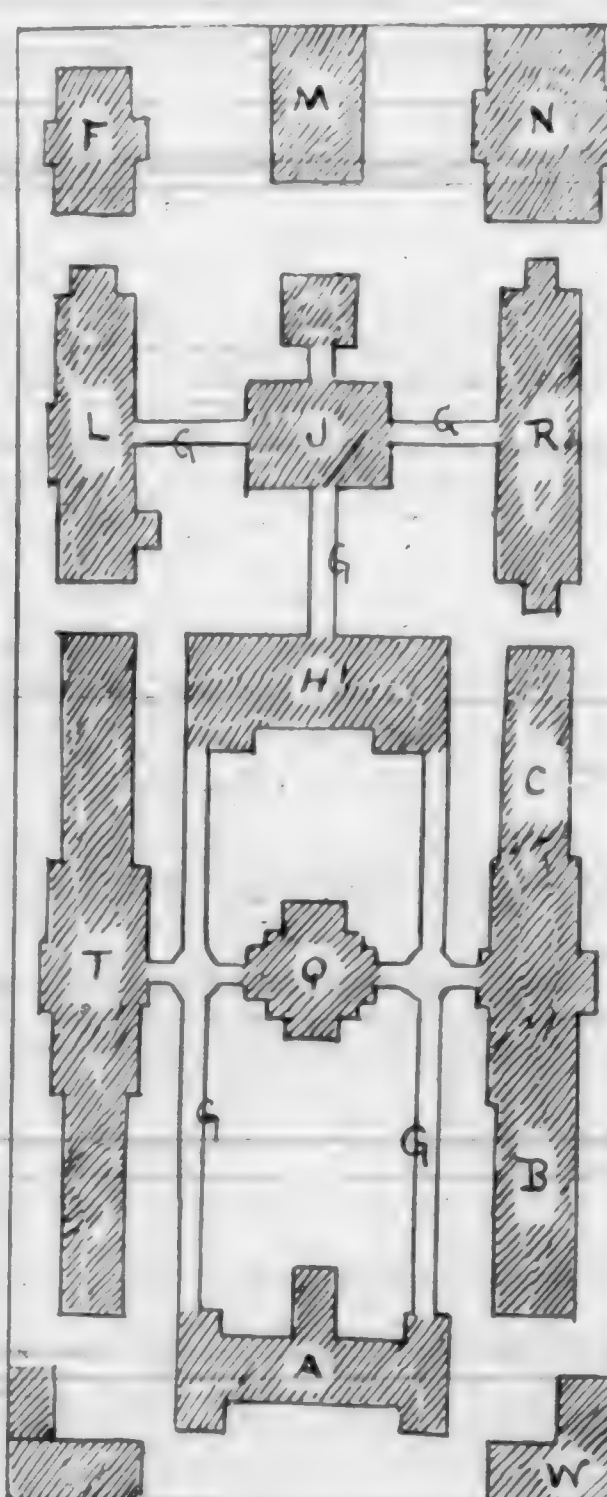
Point Lobos Avenue.
Study No. 3, by Albert Pissis.



Point Lobos Ave.
Hygiene No. 1, by Mooser & Goustiaux.



Point Lobos Ave.
Hygiene No. 2, by Mooser & Goustiaux.



Point Lobos Ave.
Hygiene No. 3, by Mooser & Goustiaux.

BLOCK PLANS OF DESIGNS SUBMITTED IN COMPETITION FOR THE FRENCH HOSPITAL, SAN FRANCISCO, CAL.

which is to cost \$12,000, was raised by a direct special tax—this is the first high school building to be erected under the law passed by the last legislature. Several others will however most likely be built in other parts of the State.

THE perspective drawing of a design for the proposed new French Hospital, illustrates the plans submitted by J. Marquis, architect.

In addition to this lithograph, and to the illustrations of the designs awarded the first and second prizes which were published in the December number, we give a number of block plans showing the disposition of the different buildings and the general arrangement of a number of other designs submitted by the different competitors whose names are attached to the respective cuts. The studies prepared by the consulting architect of the building committee, Mr. Albert Pissis, were made previous to the issuing of the invitation to architects to submit designs, and were for the purpose of enabling the committee to obtain a clear idea of the requirements of the new hospital, preliminary to preparing the programme of the competition.

The following table of reference will explain the lettering on the plans:

A—Administration Building.	M—Morgue.
B—Male Medical Ward.	N—Engine House.
C—Female Medical Ward.	O—Laundry.
E—Invalids Pavilion.	P—Stable.
F—Contagious Pavilion.	Q—Bath House.
G—Corridors.	R—Male Surgical Ward.
H—Kitchen.	S—Female Surgical Ward.
I—Water Closets.	T—Paying Patients.
J—Operating Room.	U—Disinfection.
K—Nurses' Rooms.	V—Employees' Quarters.
L—Pavilion for Tuberculosis.	W—General Dining-Room.
	Z—Single Rooms for Patients.

Study No. 5 by Albert Pissis.



The management of this journal desires to extend a cordial invitation to all architects on this coast and elsewhere to contribute designs for publication.

Drawings should be made with perfectly black lines on a smooth white surface. Good tracings, if made with black ink, answer the purpose.

The designs selected will be published without charge. All drawings, whether accepted or not, will be returned to their authors, who must bear express charges both ways.

THE Elevation of Germania Hall, which is to be erected on the north side of Bush street near Powell, in this city, is from the designs of the architect, W. H. Lillie.

THE study for a house at Vacaville, for Mrs. Thayer was furnished us by the Messrs. Polk, architects, of this city. The building has been treated in the Brittany style of a gate lodge, all the outer walls are covered with split cedar shingles, left in their natural state.

THE Union High School, No. 1, is to be erected in Livermore, Cal., under the superintendence of the architects Messrs. Percy & Hamilton, the money for this building

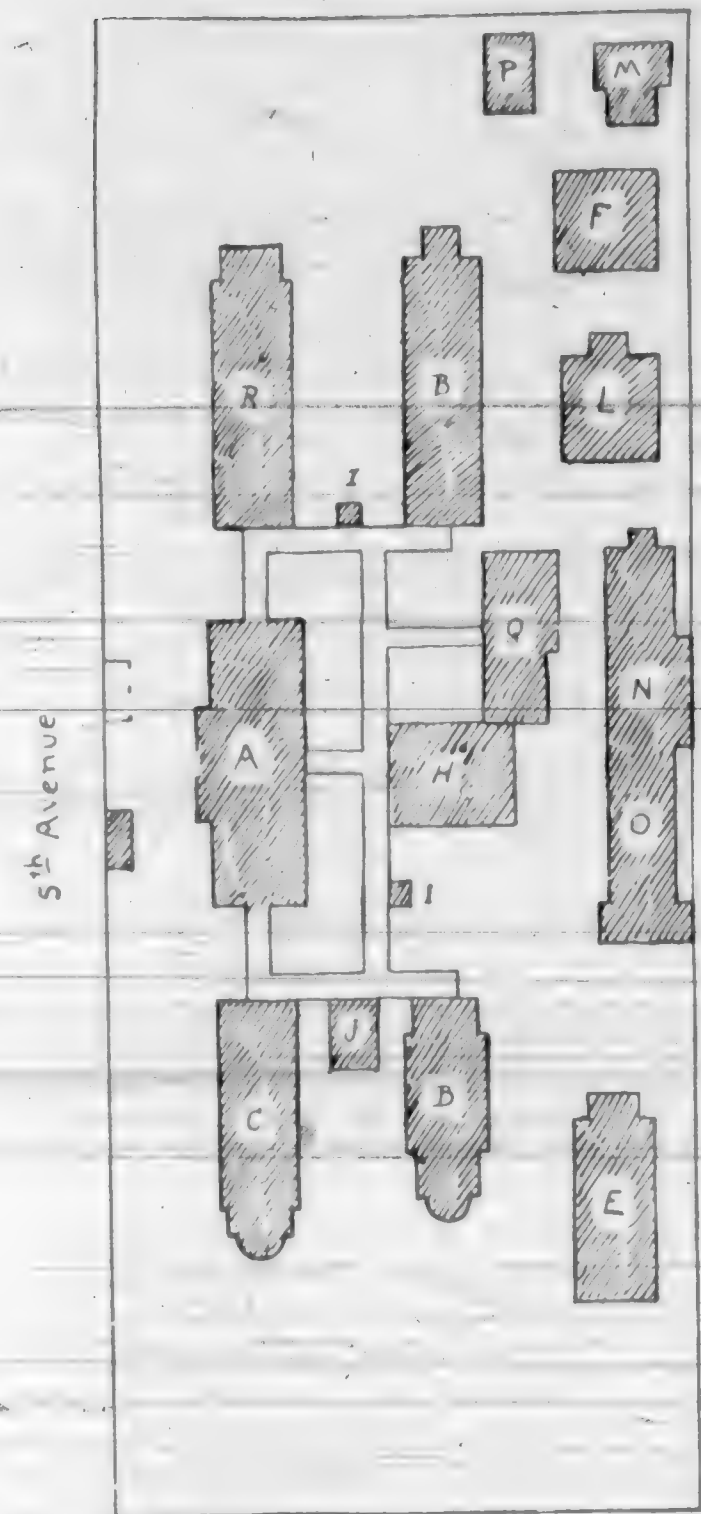


During the year 1892 over 12,500 buildings were erected in Chicago at a cost exceeding \$63,500,000.

The German Imperial Commission on Cholera has announced that wine—claret or hock—will kill the bacilli of Cholera in a few minutes. Tea will kill them in an hour.

There has been discovered in the northern part of this state a very soft red sandstone that can be whittled on first taking out of the ground like a piece of pine wood and hardens in the sun in a few days so that it will stand pressure. The parties owning it say that when they put it on the market it will supersede terra-cotta.

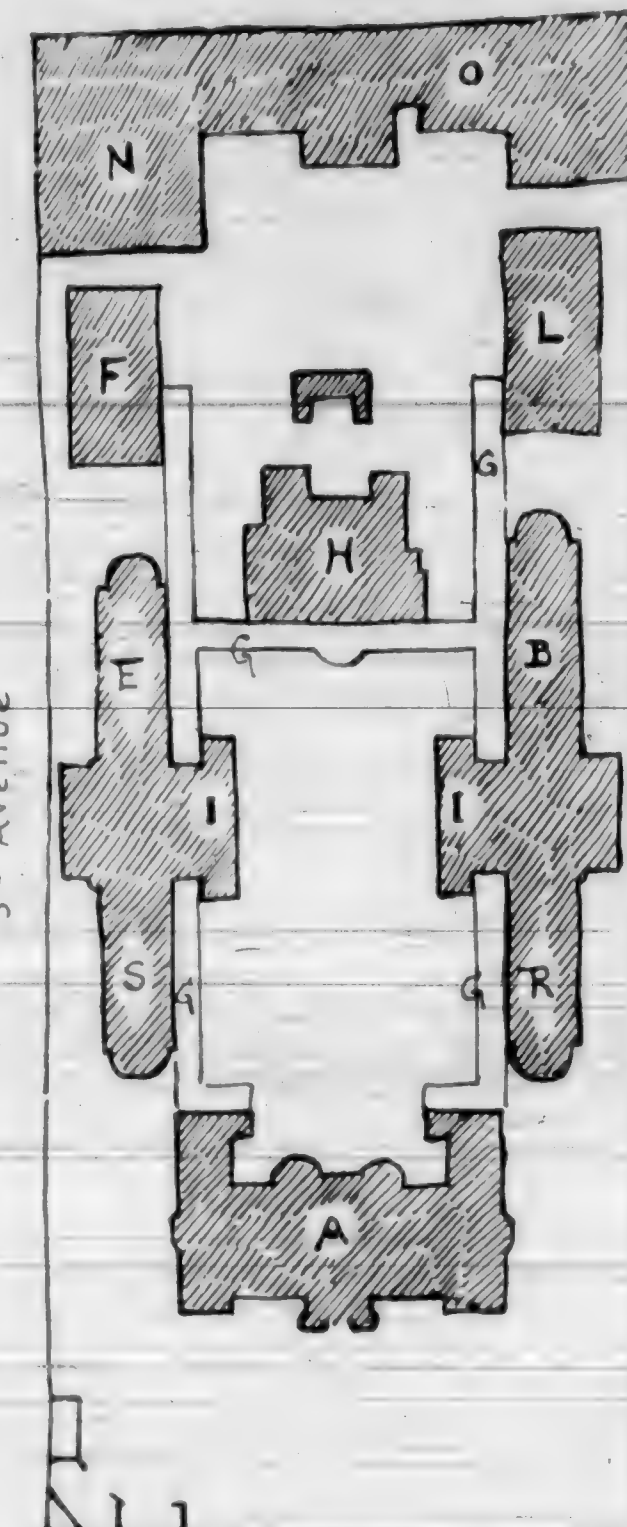
W. J. Edbrooke, the Supervising Architect of the United States, who will draw the plans for the new Post Office, corner of Seventh and Mission streets, states that one thing that he will have to provide for is the pneumatic tube, which will be used for the speedy delivery of mail from the main office to the sub-stations throughout the city. As this is one of the latest modern improvements in that line, residents in the outside of the city will have a quicker delivery of their mail.



Point Lobos Avenue

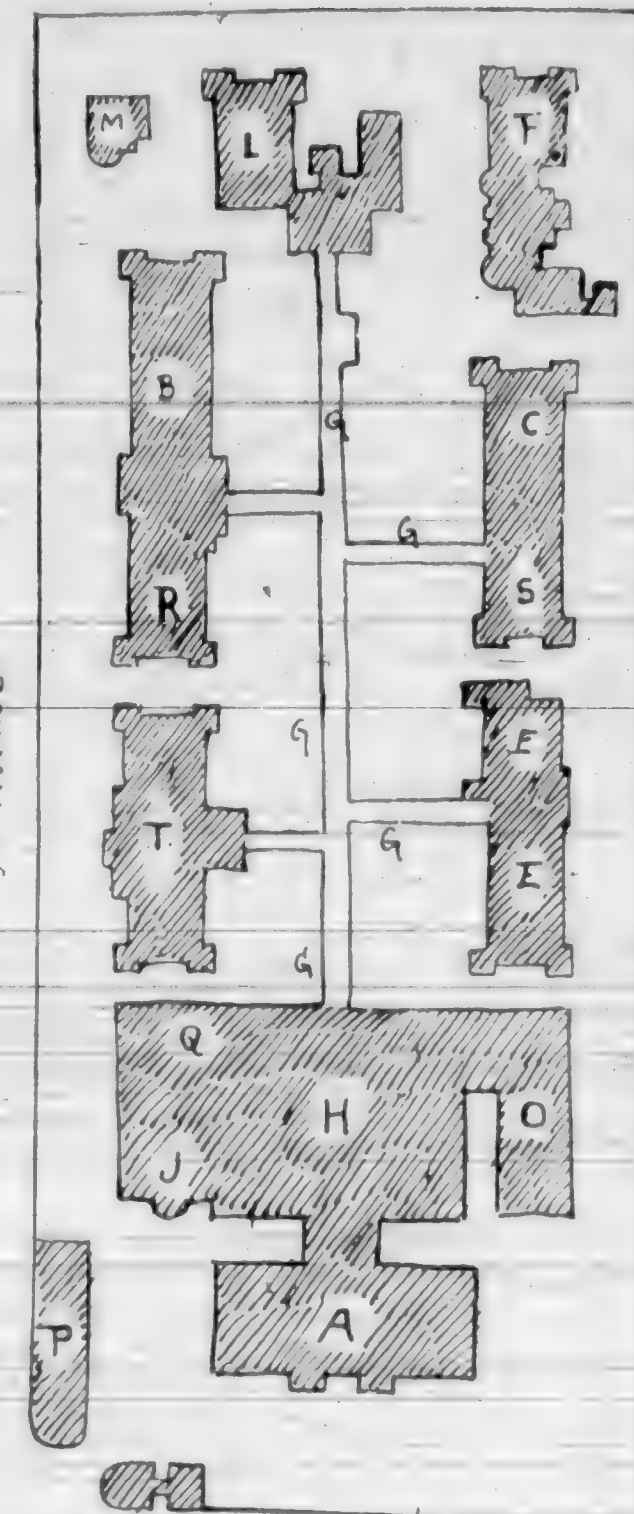
Egalite Fraternite, by

Emile Depierre.



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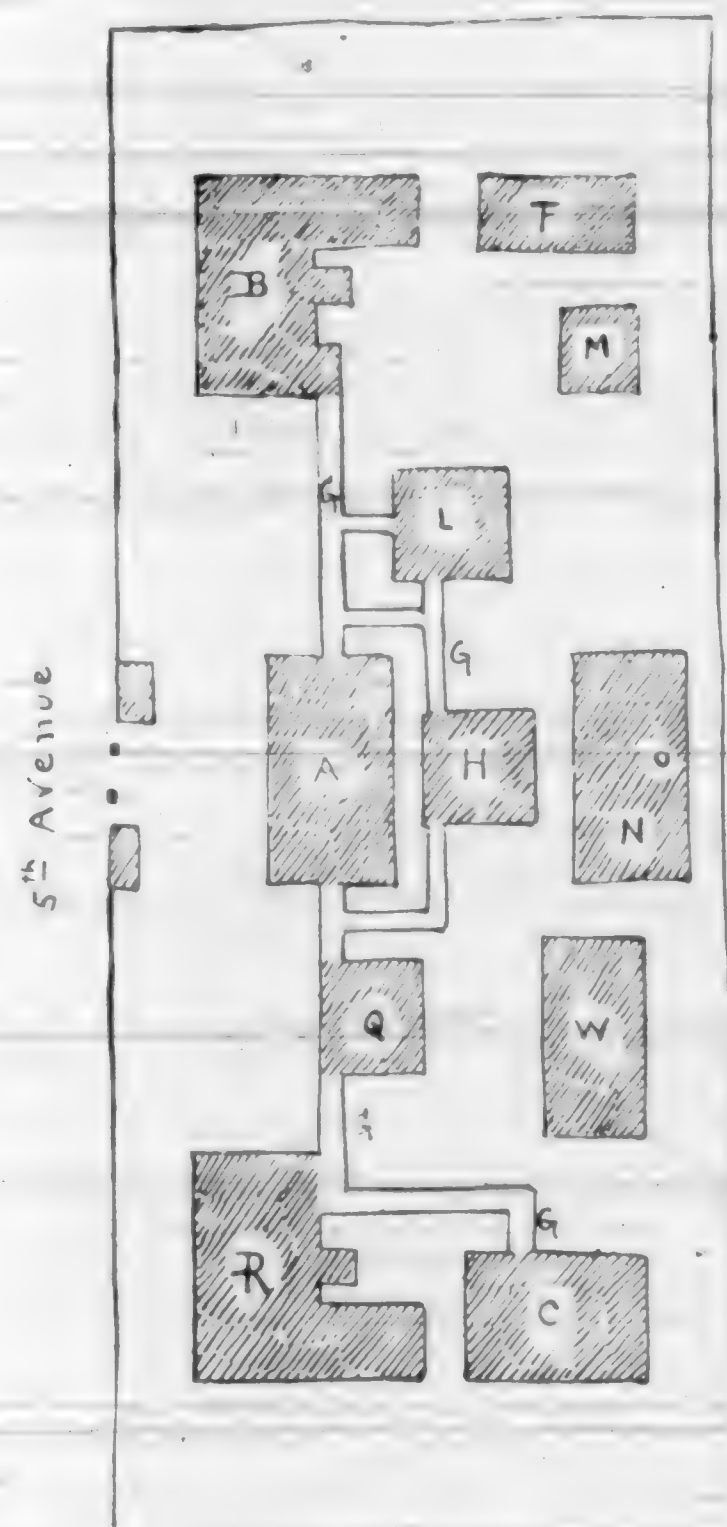
La Patience by J. Marquis.



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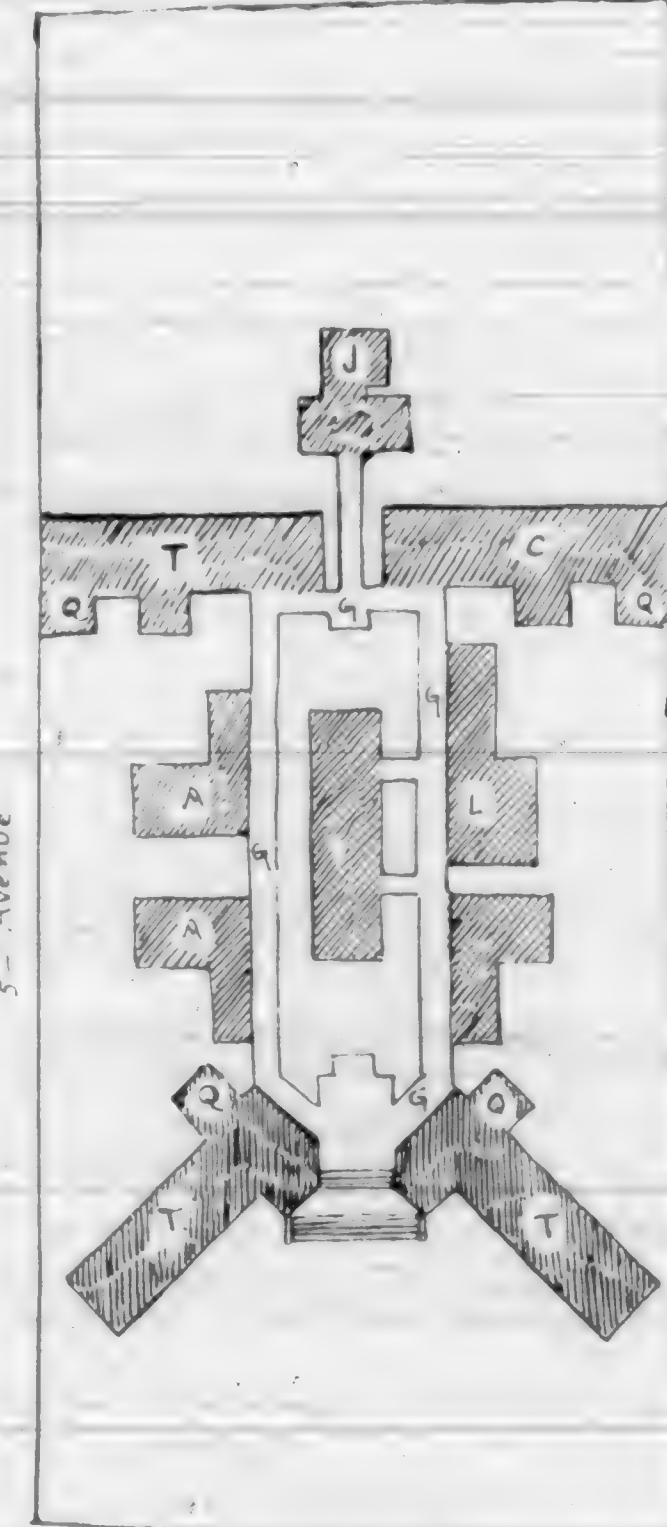
En Avant, by

W. Curlett.



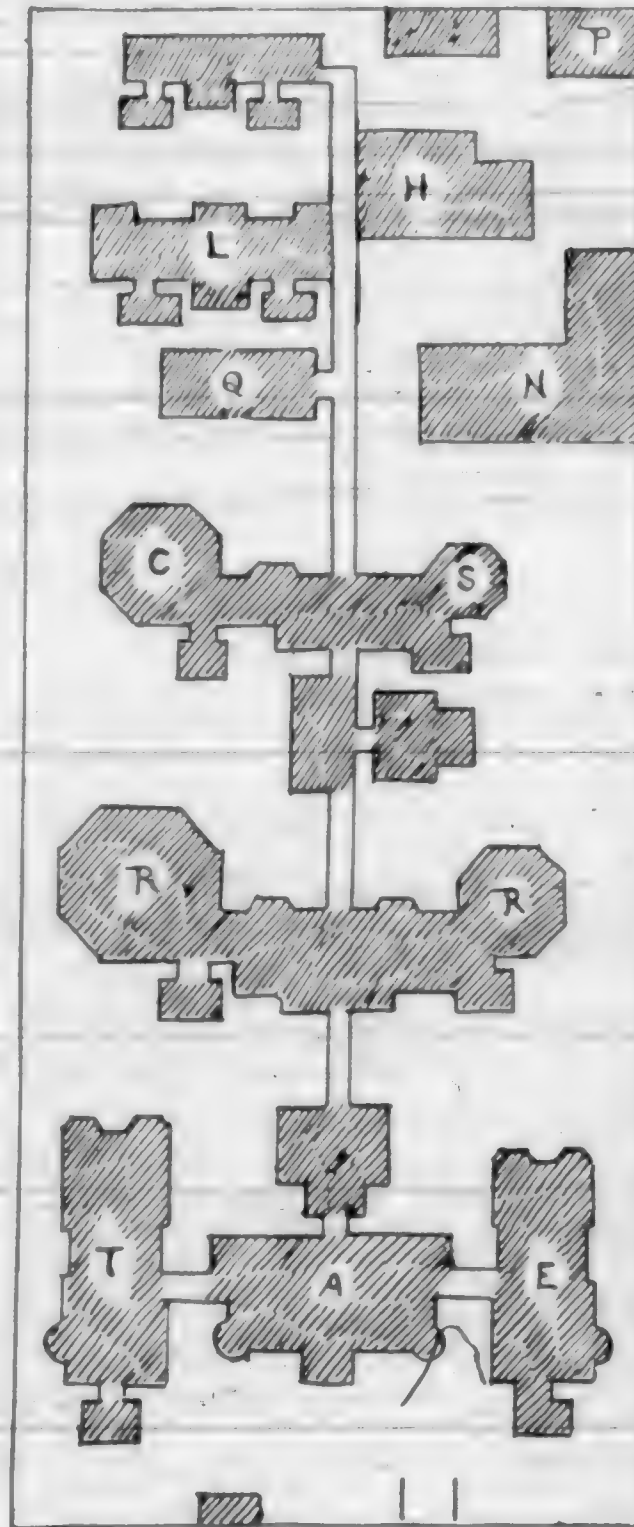
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E Pluribus Unum No. 2, by J. M. Curtis.



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Multum in Parvo Colley & Lemme

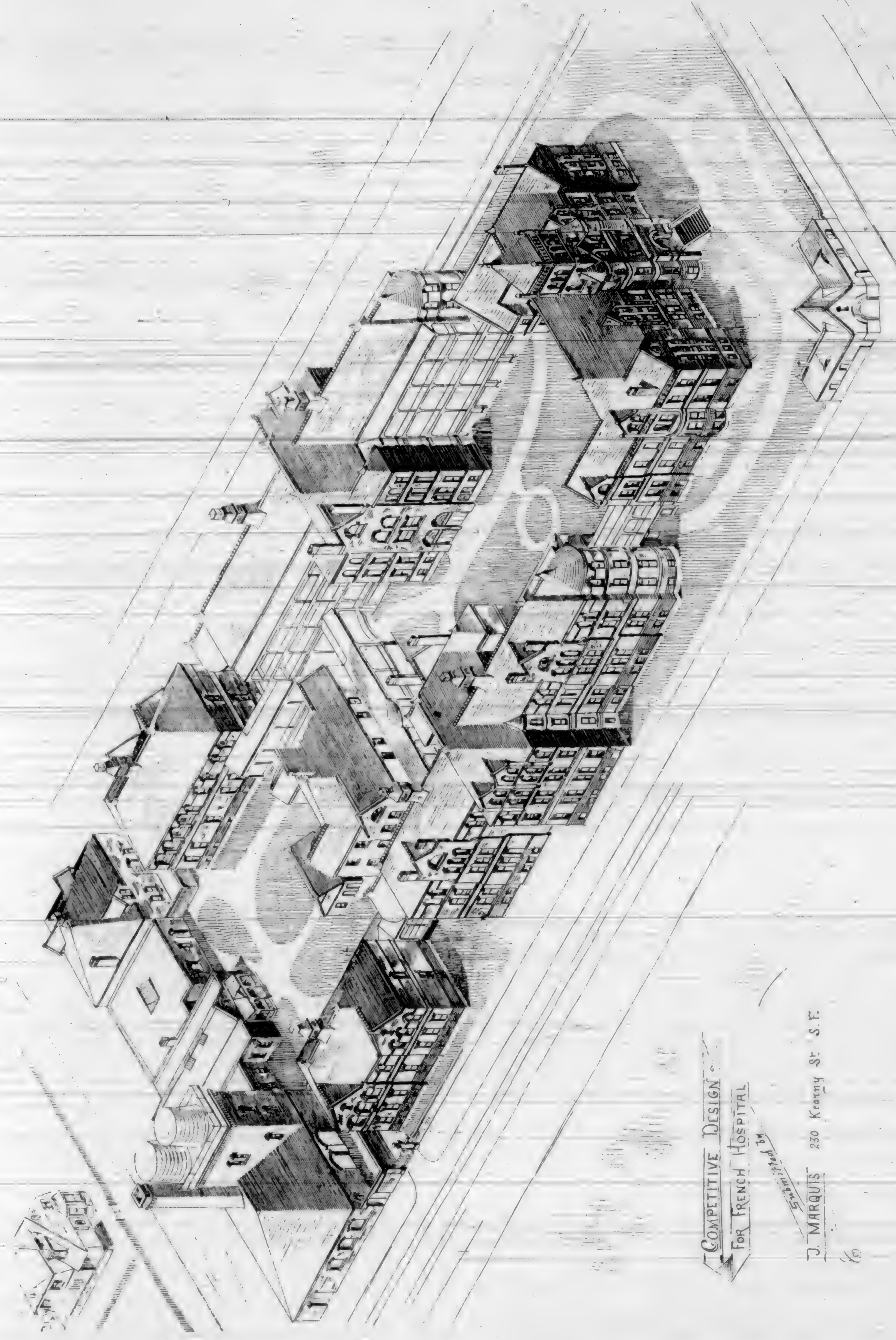


Point Lobos Ave.

Esperance by Banks & Marais

BLOCK-PLANS OF DESIGNS SUBMITTED IN COMPETITION FOR THE FRENCH HOSPITAL, SAN FRANCISCO, CAL.





COMPETITIVE DESIGN
FOR FRENCH HOSPITAL

Designed by
J. MARQUIS 230 Kearny St. S. F.

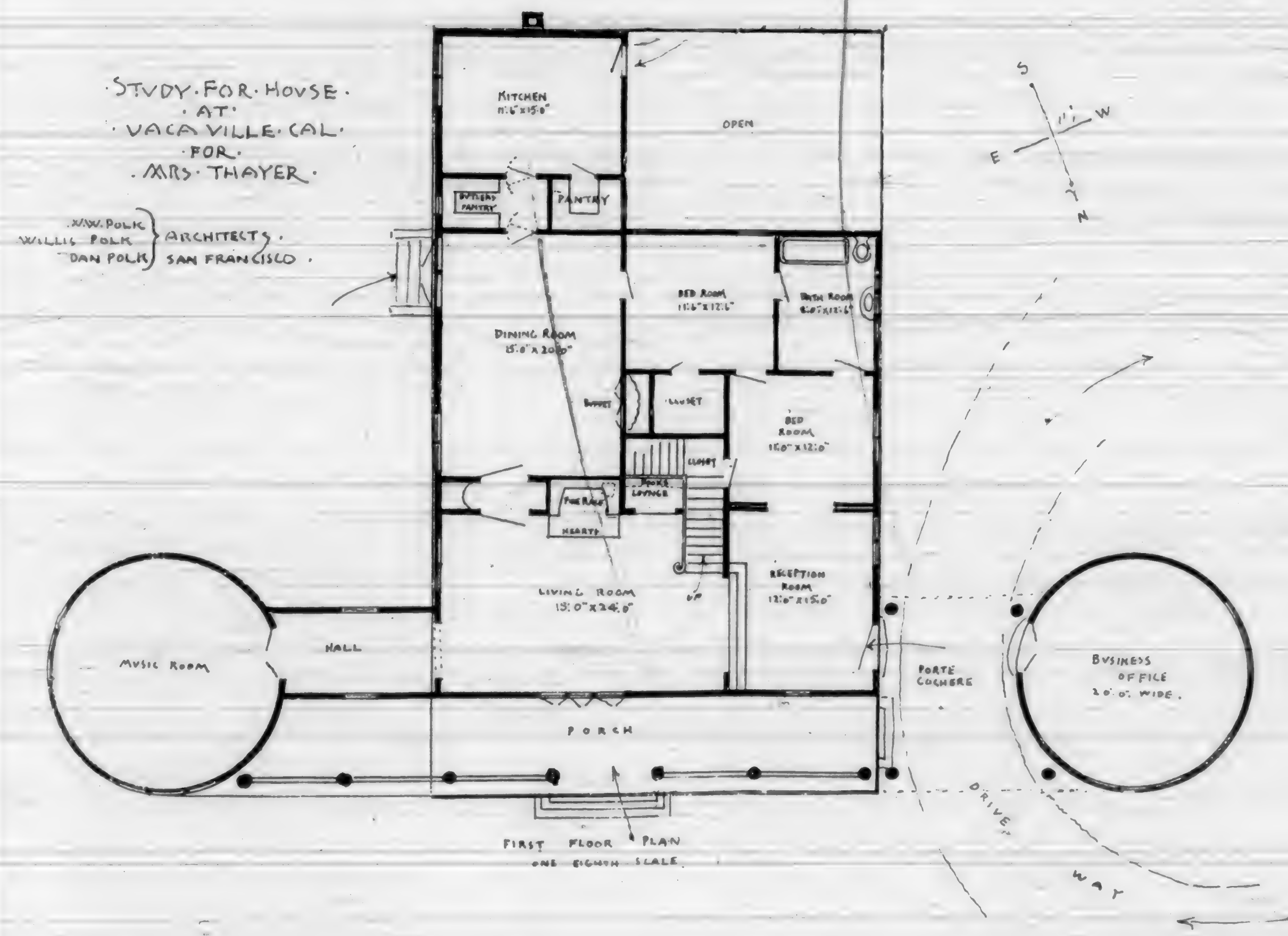
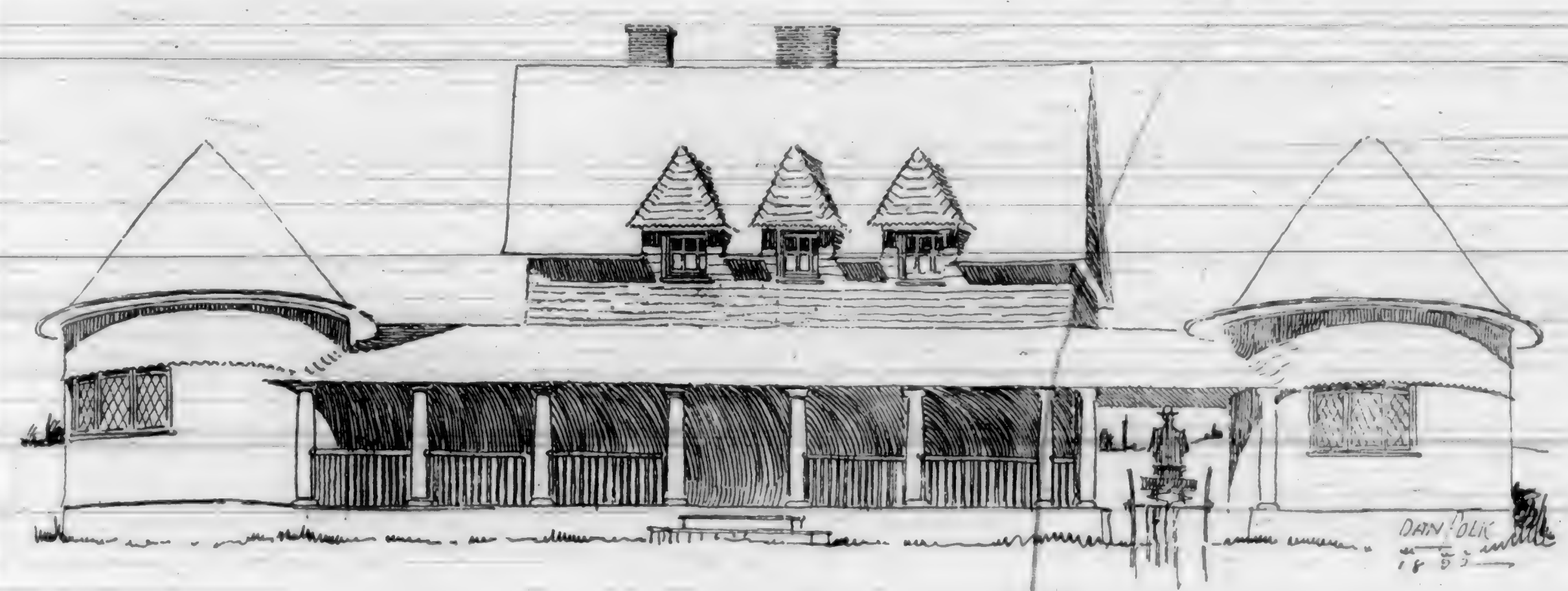
THE CALIFORNIA ARCHITECT & BUILDING NEWS
SAN FRANCISCO.

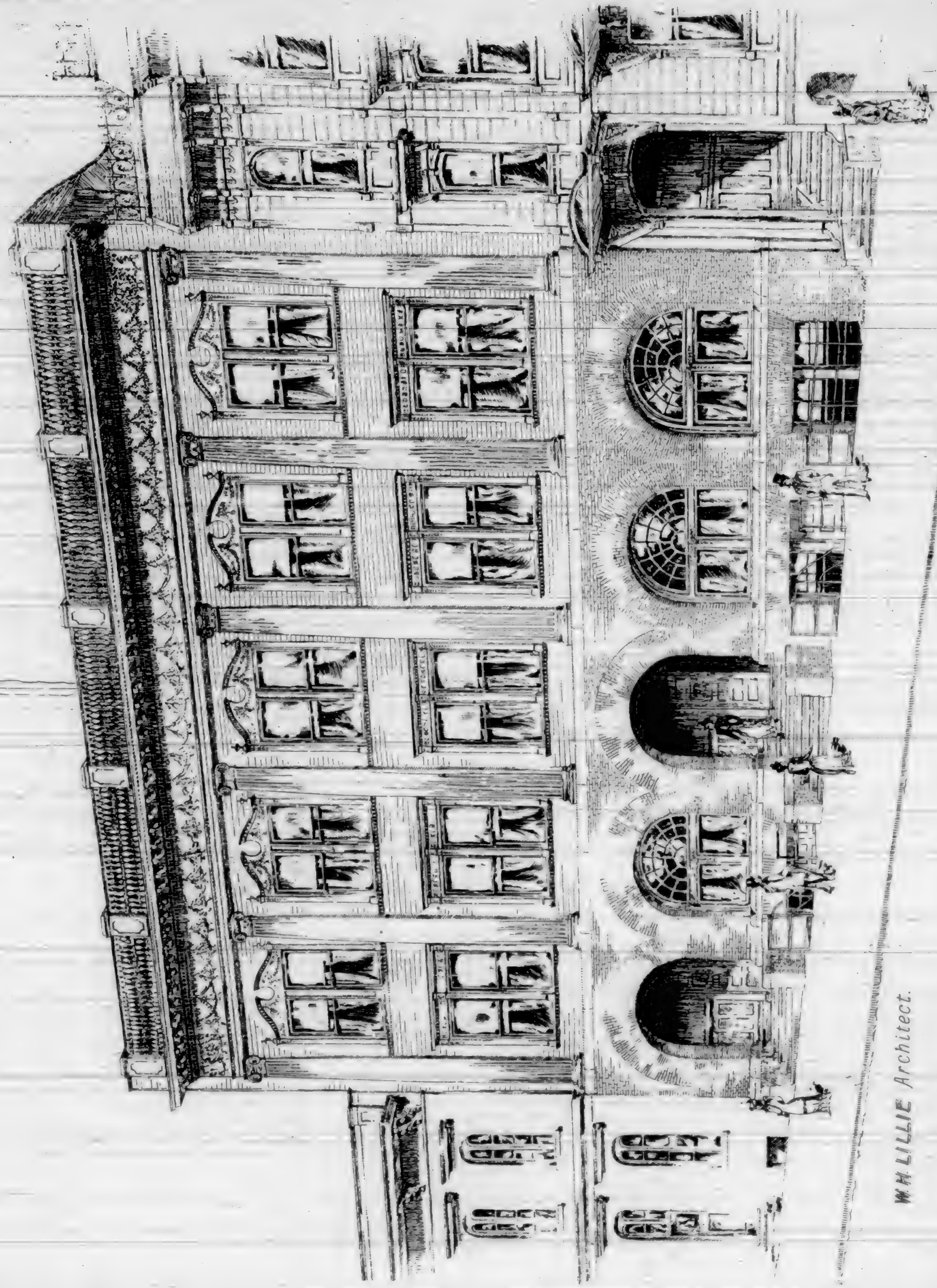
VOL. XIV No. 1. JANUARY 1893

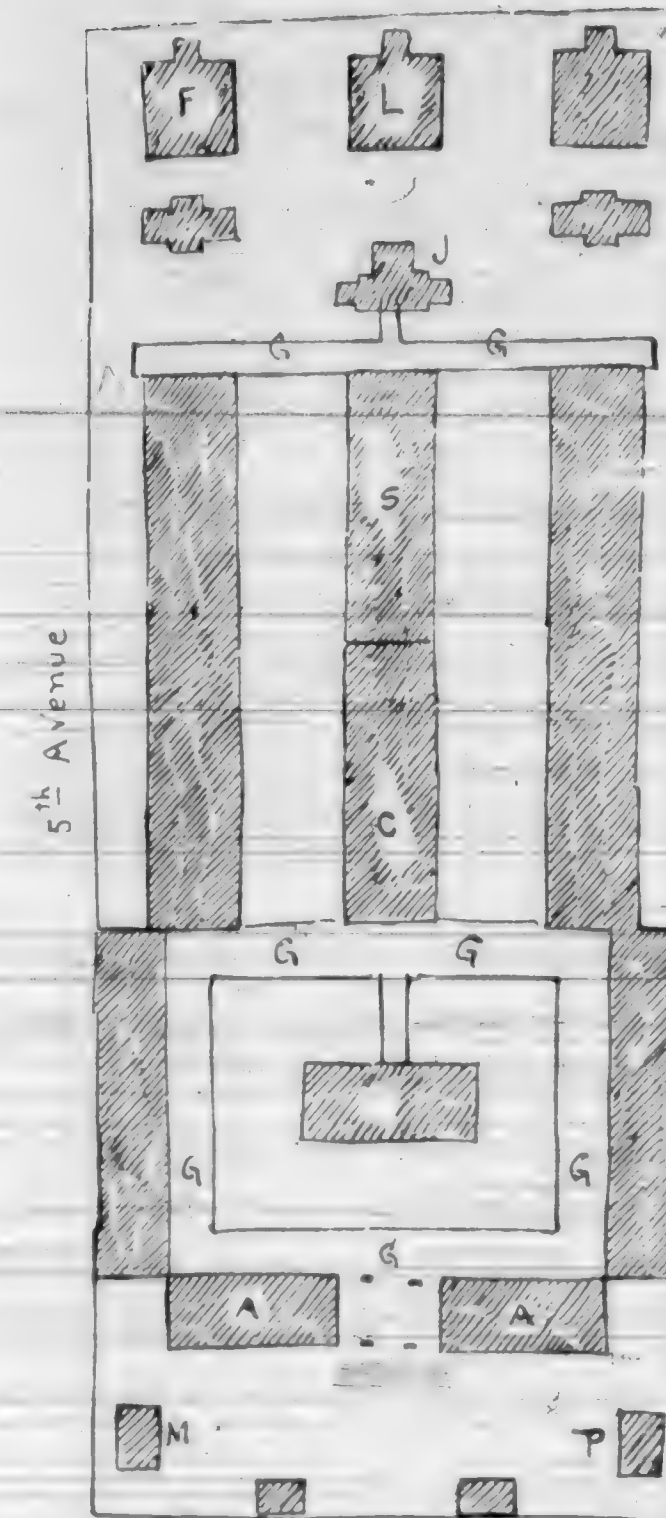
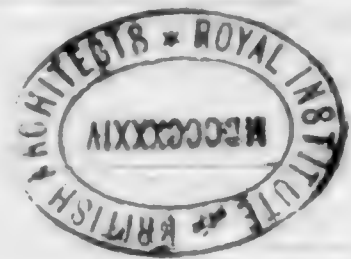




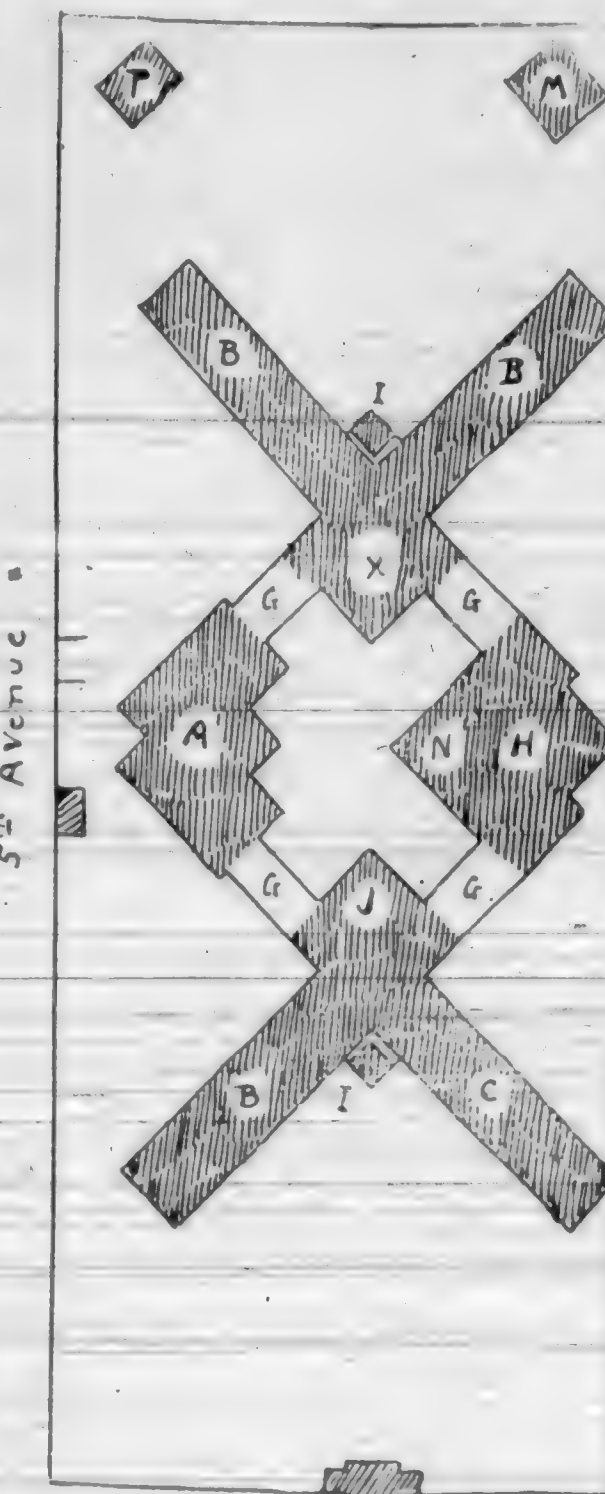
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LIVERMORE CAL.



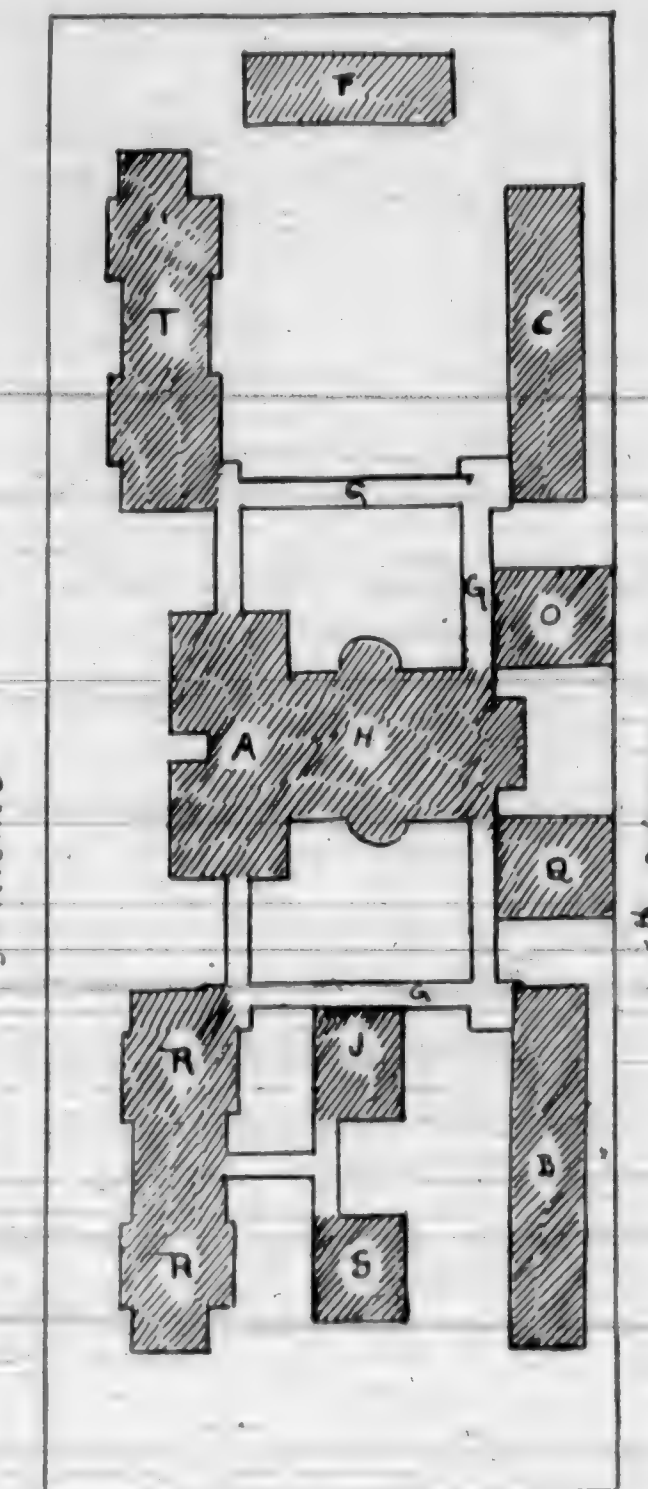




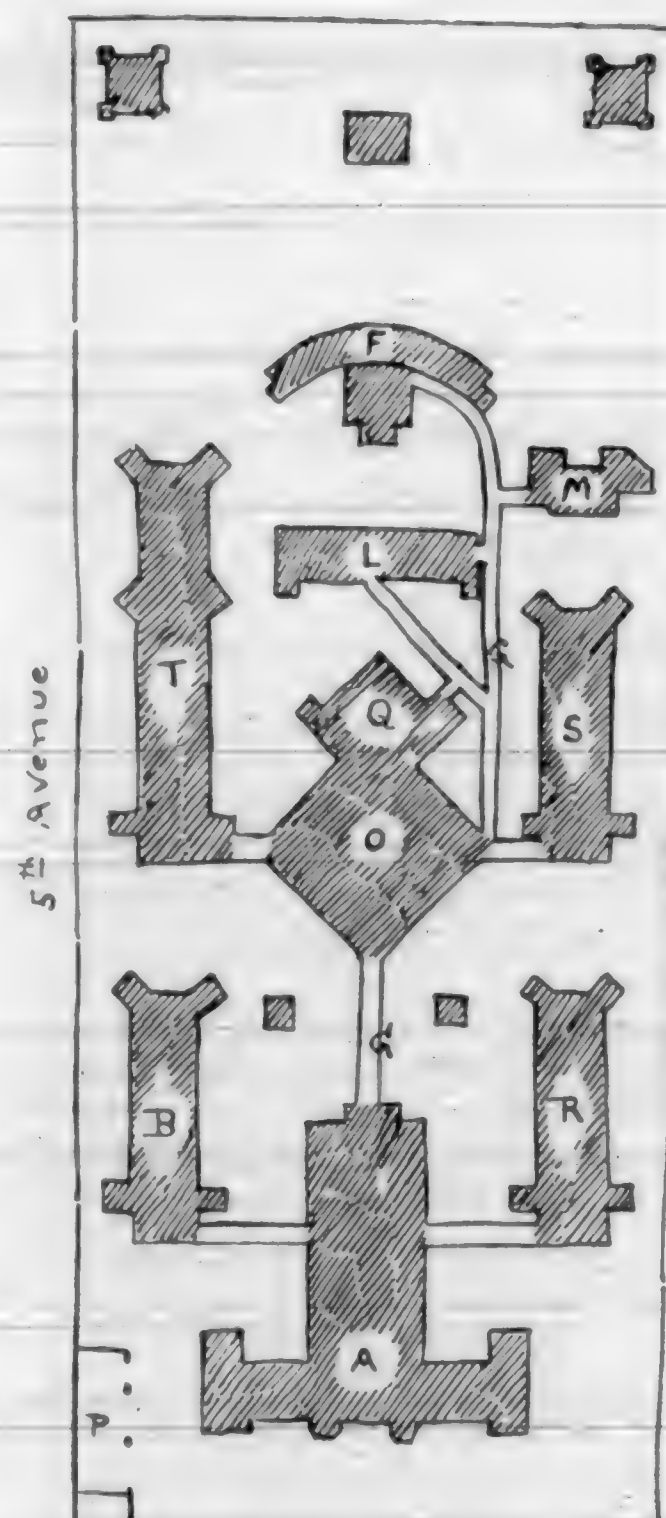
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Bath by B.R. Maybeck



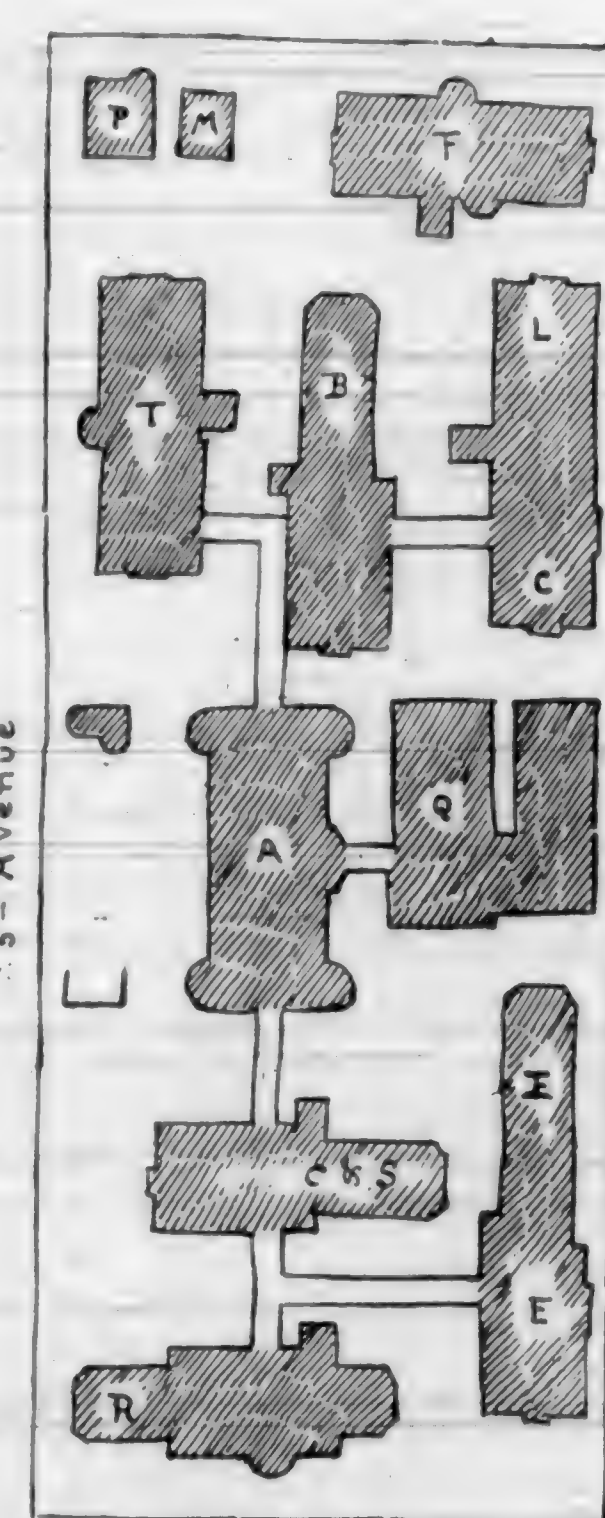
Point Lobos Ave.
Veni, Vidi, Vici? by Oliver Everett.



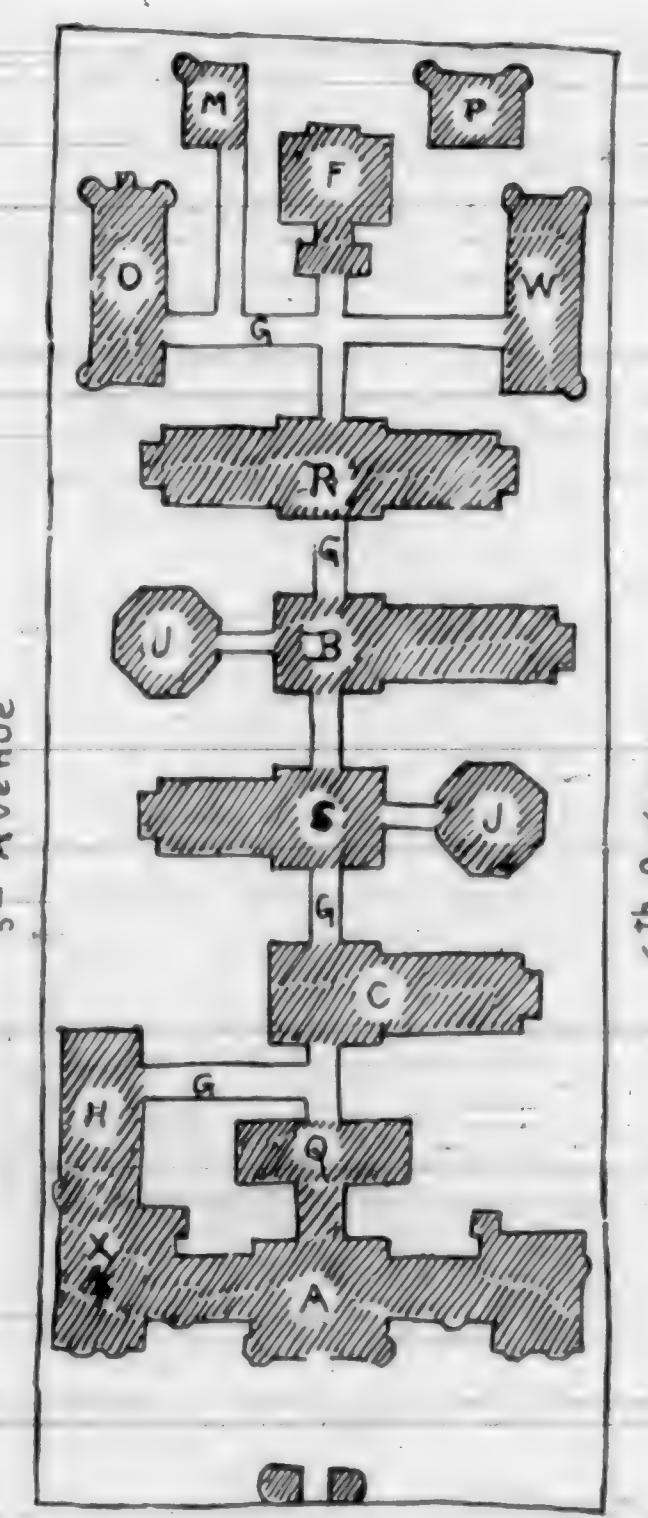
Point Lobos Ave.
by Mathison & Howard



Point Lobos Ave.
Æsculapius. by Rowell & Benson.



Point Lobos Avenue.
Tuebor, by Meyers & LoRomer.



Point Lobos Ave.
E Pluribus Unum No. 1, G.F. Hammond

BLOCK PLANS OF DESIGNS SUBMITTED IN COMPETITION FOR THE FRENCH HOSPITAL, SAN FRANCISCO, CAL.

THE OWNERSHIP OF PLANS.

THE question as to the ownership of plans drawn by an architect, for use in superintending and guiding the construction of a building, is by no means settled as a matter of law. It sometimes becomes a question of grave importance to the architect, and to the owner as well, by reason of the large interests involved.

Of course those cases are to be excluded from this discussion where contracts are made with architects to prepare and furnish plans and specifications, for the established law of contracts will cover them. The difference between these cases, where the making and furnishing of plans is the object of the contract, and cases where architects are formally employed only to prepare plans for and superintend the construction of a particular building, the plans being regarded only as means to another end, will readily be seen. These last suggest the question now considered.

Perhaps it will be intimated that in England, that older country from which we have derived so much of our law by inheritance, a precedent will certainly be found. But up to a recent date, there were no decisions in the regular reports there upon this question. Returning to our own country, and taking up the latest, best and practically only treatise that we have on the law of building and buildings, especially referring to building contracts, etc., namely, that of A. Parlett Lloyd, issued in 1888, there will not be found the least assistance in the solution of this question.

Many architects would present the suggestion that the schedule sanctioned by the Royal Institute of British Architects, and confirmed at a General Conference of Architects of the United Kingdom, in 1872, and the Schedule of Charges and Professional Practice of Architects indorsed by the American Institute of Architects disposed of the whole matter, especially as the former states, in section sixteen, that in "respect of the ownership of drawings and specifications," it has hitherto been the general custom for the architect to be paid for their use only, those documents remaining his property, and the latter declares "that drawings and specifications, as instruments of service, are the property of the architect." But in 1870, the English Court of the Exchequer declared that the provisions of the Code of the professional institution of architects issued in 1862, were not binding, as their charges were unreasonable, and it was held, "contrary to good sense and justice," and not a legal standard. "Supposing the custom to exist," said the court, "that an architect in the event of his employment being put an end to, is entitled to be paid for the plans and retain them, such a usage is not a reasonable one." (Ebdy v. McGowan, reported in the *Times*.) The Supreme Court of the state of Illinois. (Wilson v. Bauman, 80 Ill. 493.) has also decided that where it was attempted to prove a certain custom in the case of the employment of an architect, the other side might show if it could, "that there was no such custom, except by architects" and that in order to be available to the architect, "such custom must be as well known to builders and contractors as to architects, and it does not require special skill or science to know of its existence." Moreover what will be of special significance after the declaration of the English Court of the Exchequer above, "a custom or usage to affect a given contract, must not be in opposition to any principle of general policy * * * or against the established principles of the law. Besides this, it must be generally acted upon as known and established,

and so well settled and so uniformly acted upon as to raise a fair presumption that it was known to both contracting parties, and that they contracted in reference to it and in conformity with it."

In the old case of Nourry v. Lord, decided by the New York Court of Appeals in 1866, (3 Abbott, 392) where the general question litigated at the trial was, whether an architect was employed to draw a plan of a building or not, the fact that the architect sent for and took away plans he had submitted, it was claimed, indicated that he had not been employed and should not be paid, but the court held that while the circumstance was entitled to consideration, it was not conclusive that the services were wholly voluntarily, or should not be paid for, the architect being allowed compensation in that case for his labor.

The well settled doctrine, as stated by the United States Supreme Court, (Chicago v. Tilley, 103 U. S. Rep., 146,) should also be considered in this connection, that "A party to a contract, who has performed part of it according to its terms, and is prevented from completing it by the failure of the other party, is entitled to compensation for the work performed." This however does not settle, as a little reflection will show, the question of the ownership of the plans.

So far in this article, architects have been treated as all being of one mind, and following the old English and present American rules intended to govern their profession. This however is not true, for enough, if not a large percentage, of architects, and good ones too, can be found, who, in case work is abandoned, after preparation of plans and specifications, will give up these on payment of their charges for preparing them. This will make it extremely difficult to do anything toward proving such a custom as would have the effect of law.

The only wise and safe thing for architects to do is to make a contract in writing in all cases before entering upon an employment, and provide in the contract who shall own the plans if work is abandoned, as well as when the building is completed.

SPIRAL SAFETY ROPE.

THE administration of the Eiffel Tower in Paris invited the municipal council of that city, the heads of the fire department and members of the press to witness a descent by the daughter of the inventor, Mr. Holthausen, with her two small children, from the first platform of the tower by means of the spiral safety rope. The descent was accomplished to the entire satisfaction of everybody—so much so, in fact, that the vice-president of the life-saving department attached to the fire department made another descent himself, because he considered it to be so easily accomplished. Mr. Holthausen and others dissuaded him from undertaking so perilous a performance, as he had not previously examined or been sufficiently instructed in manipulating the rope, but he insisted, and accomplished the descent to the full relief of those present. As far as could be seen by your correspondent, a hollow steel cylinder, with a large spiral screw-thread inside, worked upon a sufficiently thick rope. The upper end of the rope was by a large hook securely fastened to a bar of the platform. The lady enveloped herself in a heavy canvas belt reaching from under the armpits down to the lower part of the body, which secured her upright position, then fastened a hook on the cylinder and swung herself into space.—*Fire and Water*.



ADVANCED BUILDING CONSTRUCTION, an illustrated manual for students, by the author of "Notes on Building Construction," is a volume containing all the information required for the examination in the second stage or advanced course of building construction held annually under the direction of the Science and Art department, South Kensington. For sale by Payot & Upham.

The Drainage of Habitable Buildings, by Lee Beardmore, is a reprint and revision of a series of articles which appeared in THE PLUMBER AND DECORATOR, AND JOURNAL OF GAS AND SANITARY ENGINEERING, in which is described in detail the requirements of different classes of buildings, and the different methods that may be employed for the disposal of sewage. For sale by Osborne & Alexander, price \$1.50.

The January number of the ENGINEERING MAGAZINE, has a very readable article on the proper way to select an architect for public works, and explaining also the many causes that exert an undue influence in swaying the judgment of building committees.

The article cuts both ways, showing the lack of judgment often displayed by members of a committee, and the way that a certain class of architects take advantage of this ignorance to their own profit.

PRACTICAL PAPER HANGING, a hand book on decoration in paper and other materials, with practical instructions on hanging them, by Arthur Seymour Jennings.

This book aims to represent from a practical point of view, the paper hanging business as it exists to-day, with all the changed conditions produced by the more or less recent introduction of different materials for wall decoration, such as burlap, buckram, silk, tapestry, lincrusta, etc.

Published by William T. Comstock, 23 Warren street, New York, price \$2.00 postpaid.

THE AMERICAN GLOSSARY OF ARCHITECTURAL TERMS, by Geo. O. Garnsey, Architect.

This is the third edition of a very complete and concise illustrated compilation of terms used in architecture. Over three thousand words are defined, and five hundred engravings make the meaning clear.

Published by the National Builder Publishing Co., Adams Express Bldg., Chicago. Price \$2.00 postpaid.

In the October number of THE BRICKBUILDER appears a communication commenting on the very favorable results that have followed the appointment of a city architect to take charge of the public buildings in Boston. It gives Mr. Wheelwright the credit of having designed a number of artistic buildings, by employing cheap but durable materials, thus solving one of the most difficult problems an architect has to study. Illustrations of a number of these buildings including an engine house, a police station and a public school are given in the text.

NOTICE OF MEETINGS.

SAN FRANCISCO CHAPTER, AMERICAN INSTITUTE OF ARCHITECTS, meets second Friday of each month at 408 California street.

GEO. H. SANDERS, Pres. W. J. CUTHBERTSON, Vice-Pres.
OLIVER EVERETT, Sec. JOHN M. CURTIS, Treas.

TECHNICAL SOCIETY OF THE PACIFIC COAST, meets first Friday of each month at Academy of Sciences Building.

JOHN RICHARDS, Pres. L. WAGONER, Vice-Pres.
OTTO VON GELDERN, Sec. GEO. F. SCHILD, Treas.

CALIFORNIA ELECTRICAL SOCIETY, meets the first and third Monday evenings of each month at the Academy of Sciences Building.

GEO. P. LOW, Pres. C. O. POOLE, Vice-Pres.
W. I. CROSETT, Sec. O. BROOKS, Treas.

MASTER PAINTERS' ASSOCIATION OF THE PACIFIC COAST.

E. M. GALLAGHER, Pres. G. JARMAN, Sec. H.

LEGAL DECISIONS.

From a large number of Legal Decisions of the higher Court, of the different States of the Union, we select and publish in this column, such as appear applicable to this section of the country.

LIABILITY ON BOND OF CONTRACTOR.—A surety on the bond of a contractor for the erection of a building is bound only in the manner and to the extent provided in the obligation, and, if payments are made to the contractor in excess of the amounts due on the estimates, he will not be liable for such excess.

Gray v. School District of Norfolk. Supreme Court of Nebraska, 53 N. W. Rep. 377, 58.

RESPONSIBILITY FOR MISTAKES.—No man is infallible; the wisest make mistakes; and for that reason the law holds no man responsible for the consequences of his mistakes which are the result of the imperfection of human judgment; and do not proceed from fraud, gross carelessness, or indifference to duties.

Corle v. Monkhouse, Court of Chancery of New Jersey, 25 At. Rep. 157.

A DWELLING HOUSE IS A CASTLE OF DEFENCE.—A person's dwelling house is a castle of defence for himself and his family; and assault upon it with intent to injure him, or any of them, may be met in the same way as an assault upon himself, or any of them, and he may meet the assailant at the threshold, and use the force necessary for his or their protection against the threatened invasion and harm.

Wilson v. State, Supreme Court of Florida, 11 South Rep. 556, 77.

IMMATERIAL ERROR IN LIEN STATEMENT.—Under the California statute, prescribing what a notice of claim of mechanic's lien shall contain, a statement of the date of completion of the work not being required, a mistake in stating such date will not affect the lien where the complaint in an action to enforce such a lien alleges that the notice was, in fact, filed within thirty days after the completion of the work. Where a notice of claim of mechanic's lien by a subcontractor is made a part of the complaint, it is not open to a general demurrer on the ground that such notice fails to set out the plans and specifications of the original contract.

Slight v. Patton, Supreme Court of California, 31 Pac. Rep. 248, 115.

WHEN CONTRACTS CAN BE ABANDONED AND FUTURE PROFITS RECOVERED.—Breaches of contracts may exist in a great variety of cases which will justify the party not in default in rescinding and putting an end to the contract, thus freeing himself from its obligations, which will not give him the right to abandon further performance, and sue for future profits. In order to the exercise of the latter right, it is not sufficient that the other party has violated and committed breaches of the substantial provisions of the contract, and manifests an intention to continue such breaches. The

breach must be of such character as to have legal effect of preventing the party not in default from proceeding further with the execution of the contract, or to render its objects unattainable by proper performance.

Lake Shore & M. S. Ry. Co. v. Richards, Supreme Court of Illinois, 32 N. E. Rep. 402, 134.

WRITTEN CONTRACTS WHICH MUST BE THEIR OWN INTERPRETERS.—Every contract lawfully made between parties competent to contract and dealing on equal terms, or, as the phrase is, "at arm's length," in good faith, and without fraud or mistake, which is embodied in unambiguous terms in a duly-executed writing, and signed by the parties to it, is its own interpreter; and the courts have no lawful power to construe it, nor to admit any testimony outside of itself to modify or affect its operation. The terms of a valid written contract cannot be contradicted or varied, much less squarely contravened, by verbal evidence of what occurred between the parties previously thereto or contemporaneously therewith.

Poyton v. Stuart, Supreme Court of Appeals of Virginia, 16 S. E. Rep. 160, 114.

A COLLEGE HOSPITAL.

YALE is about to establish a hospital for students taken sick at college. It will be completed this month. This novel idea originated, it is said, with Mrs. Cornelius Vanderbilt, whose son recently came to his home from Yale to die. He had contracted typhoid fever while in New Haven, and it is said was not at first tended as carefully in that city as the seriousness of his ailment warranted. Mrs. Vanderbilt and a number of other prominent ladies of New York have given \$40,000 for the hospital.

Now this is well: it is an excellent movement, and does credit to a generous heart touched by grief. But if to this hospital addition there is attached a system for training the students in the art of nursing, something practical will be done, the benefits of which will be immeasurable.

The one thing a man cannot do as a rule, who has not been specially trained to it, is to properly nurse the sick. If Yale is able to add to its hospital two or three skilled trainers and lecturers to instruct students how to care for their sick fellow students, the former will go out in life at the end of four years with an accomplishment of a high order, and that will contribute immensely to their usefulness and general value as men.

Thus every year, after the first three, Yale might easily turn out fifty men who would know how to care for ordinary sufferers in ordinary cases at least; how to treat those who faint, those with broken limbs, patients in fever, delirium, and so on; how to check bleeding, to reduce inflammation, to ventilate and heat the sick room; how food for the sick should be prepared and similar useful knowledge. The idea suggests a new and most desirable accomplishment for collegians.—*Sacramento Union*.

THE last meeting of the Academy of Medicine at Paris seems to have sadly demoralized the microbist. Among other things, Prof. Peter remarked: "Apropos of cholera, I desire to call attention to the evolution that bacteriology is undergoing, and the role that morbid spontaneity tends more and more to play in this evolution. Dr. Brouardel has asked me how I can believe that choleraform accidents are identical when the germs are different. I reply that I admit nothing. I only state the facts observed. I have seen different germs produce identical accidents. I can go further, and say identical germs can produce different diseases. Besides, what I have said I have seen other observers have seen. I have seen the *bacterium coli*, the virgule bacillus of Finkler, produce cholera. I have likewise seen the bacillus coli produce cholera, dysentery and typhoid fever. From these facts I conclude that the bacillus is not unhealthy by itself, but that it may become so, and acquire new properties in the midst where it vegetates. I have come to the conclusion that we ourselves, owing to some internal modifications, develop cholera and dysentery, and it is this change that modifies

CONSTRUCTION OF ORDINANCES RELATING TO ELEVATORS IN BUILDINGS.—City ordinances requiring elevators to be built and protected in a certain way, and to be periodically inspected, do not create a civil liability against a person who violates them towards one who is injured by an accident that was in no way caused by such violation. And a city ordinance which requires machinery that is so located as to endanger the lives and limbs of those employed in the building to be so covered or guarded to insure against injury to such employees, gives no right of action to an injured person who is not an employee, as where such a person is injured by the counterweight of an elevator. Gibson v. Leonard, Supreme Court of Illinois, 33 N. E. Rep. 182, 119.

NOTICE OF LIEN IN OREGON.—A notice of mechanic's lien, which states merely the lease of the ground to a certain person, on which is the building sought to be charged, and after description of building and ground, and mention of owner of the ground, declares the person first named lessee of "said property," does not show, either directly or by necessary inference, who is the owner of the building, and is not, therefore, within the requirement of the Oregon Statute.

Gordon v. Deal, Supreme Court of Oregon, 31 Pac. Rep. 286, 82.

an innocent bacillus and endows it with toxic properties, that it may transmit to others. The inoffensive bacillus is cholerized by the cholera, dysentery by dysentery, etc."

Here are a few examples quoted by Peter: Gilbert and Girode found in an epidemic of cholera nostra that the bacilli coli taken from the stools of patients dying from cholera experimentally provoked a cholera type. The same bacilli were observed in 1891 in Peter's service in dysentery cases. In all these cases the bacilli coli became choleraic after being in the organism of a patient suffering from cholera. Peter then cited, in the same order of ideas, the work of Roux and Rodet, of Lyons.

So, after all, it appears that microscopy reveals rather the changes wrought by disease that poisons the innocent bacilli and makes them in turn poisonous when inoculated, than being the primal cause of maladies. The supposition would be that the more attenuated the amount of virus in the infected bacillus, the less violent type of disease it would transmit. Ten years from now all will be forced to admit that poisoned bacilli are the effect and not the primary cause of disease.—*Cincinnati Lancet-Clinic*.

Hysterical state of mind exists in certain localities in some of the older countries. It appears that the Royal Family of one of the most powerful nations has been exposed to the risk of infection from the fact that the "tailor made clothing" for the Royal Family might possibly have been made by the tenement house workers in the same shop and by the same workers, who made the raiments for the work-house emigrants. For some years the local health boards have been learning the necessities and prescribing rules and sanitary conditions under which such work was to be done, while Royalty contented itself mainly in light Christmas presents and speeches overflowing with advice in reference to industry and contentment under their allotted circumstances.

Like all contagious diseases which begin their course in obscure places and are liable to be conveyed to the Crown center, so this great public evil which has been permitted to fester under insanitary conditions is spreading to such an extent that individuals, who have heretofore taken no part in the work, are now moving to secure their own protection. Whenever the English people recognize the importance of the subject as a national problem that needs immediate correction, then such provisions will be made and enforced as to eventually lead to such an improvement as will, probably in this case, cause the tenement house system of England to become the model for the world.

BUSINESS MOSAICS.

On page V is a cut showing the Patent Flushing Rim Washout Water Closet Range of the J. L. Mott Iron Works. It is especially adapted for Hospitals, Schools, Factories, etc., and can be made in any number of seats by putting two or more ranges together.

The well-known firm of Henry Cowell & Co. wish to inform the architects that they have a plentiful supply of J. B. White & Bros' Improved Marble Cement on hand and shall continue to keep stocks of the same to fully supply the market at reasonable prices. Therefore, architects need not hesitate to stipulate for Keene's Cement in their specifications.

Owing to the patterns having been burned in the late fire in Milwaukee, the completion of the Kieckhefer Elevators now contracted for St. Joseph's Home and Examiner building, will be delayed about four weeks, the machinery, however, is on the road, and upon its arrival, no time will be lost in putting the machines in working order.

The Westminster Slate Co. wish to call the attention of our readers to their advertisement on page xviii. Their slate being of superior quality should readily find a market here. Architects would do well to look into the merits of this article and satisfy themselves. It is made in sizes ranging from 24x14 to 12x6. The finished product being shipped to its destination in crates, a saving of 10 per cent in breakage is made. W. A. Jones, Agent, 330 Pine street.

The "Neponset" Waterproof Paper is coming more and more in prominence on this coast as its excellent qualities are becoming better known. In the east where it has been extensively used for years it give the utmost satisfaction and architects who are looking for a good paper for sheathing, lining or roofing purposes cannot do better than look into the merits of the "Neponset." Dimmick & Low are the agents and will be pleased to give any information required. See advertisement on page iii.

The preservation of wood at the present time is but little thought of, lumber being cheap, but it is not the additional expense of preserving it that should be considered, it is the cost of replacing the wood that is liable to decay or rot. Carbolineum used for the purpose for which it is intended, that is solely for the preservation of wood, and at a very small additional expense preserves the wood one hundred per cent. Having been used successfully for twenty years in foreign countries and for about half that number in this; Old Father Time sanctions the above assertion. Muecke & Co are the agents, 319 California street.

We have received from Messrs. N. & G. Taylor Co. of Philadelphia, a photograph of the interior of one of their buildings in which is carried on the manufacture of the special brand of genuine Taylor "Old Style" extra heavily coated roofing plates, for which the firm has a national reputation.

This firm has gone to great expense in constructing the best possible machinery and providing the most perfect equipments required for the production of the finest grades of roofing plates.

Those who want to know how a tin plate factory looks, are invited to call and inspect.

Yellow Pine does not splinter or color, but wears very smooth. It has no equal for halls, stores and stage floors. See advertisement on page xii.

The Acme Company of Oakland has during the past year become one of the principal dealers in Fire Hose and Reels specialties both here and in Oakland.

Their several special makes of Reels—The Peerless—Perfection and Acme—are all well-known to the general public and the Peerless as a Fire Hose Reel is among the best and most compact reels made, having fewer connections and bends and therefore the simplest.

Their Garden Reels have been well conceived are very largely used by Oaklanders especially.

In addition to the Reel business, they represent the Chicago Fire Hose Co. of Chicago and carry a full line of Garden Fire and Fire Department Hose of every description.

Though their office and principal plan of business is in Oakland this does not interfere with their city trade as numerous business places on this side are daily being equipped by them.

The new and handsome Macdonough Theatre and Building and the Metropole, both of Oakland, are among their most recent equipments.

Hurrah for the Sash Balance. From G. J. H., Youngstown, O.: I have just been through an experience that I am sure the readers of your valuable journal will be glad to know, and my getting out of a tight place will be interesting. I built a house with a veneered brick first story, and as the brick would be weather tight, we decided to dispense with the sheathing boards on the first story. It was thought that plate glass would be the proper thing for the first story front windows and accordingly we made the frames allowing for 1 3/4 in. sash. Now you will observe that by leaving off the sheathing it only left me pocket room of 1 3/4 inches, the width of a 2x4 studding when sized, and to make the matter worse, I found when the frames were brought to the building—that as there was no sheathing to go outside of the studding, the blind stop must be flush with the stud. Hence, I was obliged to nail a strip on to receive the blind stop for nailing, and that took off 7/8 in. in thickness of pocket. Our windows—two of them were very wide, 60 in. glass—and when we come to weigh the lower sash we found them 72 lbs. each. Nothing in the shape of a weight, not even in lead, could I get that would slide in the cramped pocket space, and the house being plastered and the finish on, I thought my name was "mud." Having had a little experience with sash balances in light weight sash, I determined to investigate and see if a pair could be obtained that would lift a heavy sash, and looking over a catalogue of the Pullman Sash Balance Co., which I had sent for by seeing an advertisement in this paper, I found I could get them and for even heavier sash. I got two pair for the weight required and put them in place and the sash work as easily and smoothly as the best pulley and weight ever hung. All the damage done was a little breaking of the plaster at the place where it projected past the casing, and this was very easily patched. The expense of the balance was very trifling, not as much as special weights and alluminum cord would have been. If I have any more sash to hang the balances will be my preferences.—*The American Builder*.

CITY BUILDING NEWS.

Broadway near Buchanan. Two-story frame; owner, Mrs. S. E. Bourn; architects, Percy & Hamilton; contractor, F. W. Kern; signed, Sept. 19; filed, Dec. 8; cost, \$13,898.

Bryant near Fifth. Two-story frame building; owners, Weston Basket Mfg. Co.; architect, W. F. Vetch; contractor, A. J. Duke; signed, Dec. 6; filed, Dec. 6; cost, \$1,800.

California Ave. near Powell Ave. Addition and general renovation; owner, T. Brandenhof; contractor, F. M. Schweitzer; signed, Dec. 5; filed, Dec. 5; cost, \$165.

Clay near Taylor. Alterations and additions; owner, Mrs. J. F. Brown; architect, G. A. Broadwell; contractors, H. Hodgkins, J. E. Kinsley; signed, Dec. 5; filed, Dec. 6; cost, \$2,465.

Clementina near Fourth. Two-story frame; owner, Wm. Baeome; architect, Oliver Everett; contractor, Jno. F. Millerick; signed, Jan. 9; filed, Jan. 9; cost, \$2,020.

Dupont and Filbert. Furnishing interior of church; owner, Rev. R. de Corolis; architect, Chas. J. L. Devlin; contractor, Daniel Powers; signed, Dec. 3; filed, Dec. 3; cost, \$3,300.

Dupont near Sacramento. Excavating brick work and stone cutters cast and wrought iron; owner, Paul Flary; architects, Pissis & Moore; contractors, Lebert & Hoffman; signed, Dec. 23; filed, Dec. 21; cost, \$8,300.

Eddy near Laguna. Works to build; owner, A. Marks; architect, W. O. Banks; contractor, O. E. White; Jan. 7; filed, Jan. 7; cost, \$1,700.

Ellis near Steiner. Two-story frame; owner, Annie Schilling; architect, Ed. Burns; contractors, Peterson & Person; signed, Nov. 28; filed, Dec. 2; cost, \$1,200.

Eight near Minna. Alteration and additions; owner, M. J. Brady; architect, T. J. Welsh; contractor, H. Jacks; signed, Jan. 7; filed, Jan. 9; cost, \$2,740.

Filbert near Jones. Two-story frame; owner, Mrs. L. Gehrels; architects, John & Balczynski; contractor, F. L. Hansen; signed, Dec. 27; filed, Jan. 3; cost, \$6,140.

Folsom near 26th. Two-story frame; owner, H. R. Angell; architects, Percy & Hamilton; contractor, W. H. Wickersham; signed, Dec. 21; filed, Dec. 21; cost, \$9,209.

Fourteenth and Sanchez. Bakery and stable; owner, Sarah E. Slocum; architect, G. A. Kirk; contractors, Gardner & Boyd; signed, Dec. 10; filed, Dec. 12; cost, \$10,810.

Fourteen near Sanchez. New bake ovens; owner, W. H. Ward; contractors, P. Chaser, C. Plattich; signed, Nov. 17; filed, Dec. 12; cost, \$3,800.

Golden Gate Ave. near Devisadero. Two-story frame; owner, Catherine Sullivan; architect, T. J. Welsh; contractor, Edward Mooney; signed, Dec. 20; filed, Dec. 27; cost, \$6,140.

Golden Gate Park. Work for pumping station; owners, Commissioners Golden Gate Park; architect, A. Page Brown; contractors, Gray Bros. Art Stone Pav. Co.; signed, Dec. 20; filed, Dec. 20; cost, \$10,900.

Greenwich near Taylor. To build; owner, Chas. Wreden; architect, W. Winterhalter; contractor, A. Guilbert; signed, Dec. 9; filed, Dec. 10; cost, \$2,457.

Hermann Street. Alterations and additions; owner, A. T. Winn; contractor, Ivory Wells; signed, Dec. 9; filed, Dec. 10; cost, \$325.

Howard near Sixth. Alterations and additions; owner, B. Copson; contractor, John Miron; signed, Dec. 30; filed, Dec. 31; cost, \$1,551.

Leavenworth near California. One-story cottage; owner, Jas. L. Shearer; architect, C. H. Skidmore; contractor, Adolph Petry; signed, Dec. 12; filed, Dec. 13; cost, \$1,545.

Market near Powell. Mantels complete; owner, Annie Donahue; architect, Chas. I. Havens; contractors, W. W. Montague & Co.; signed, Dec. 7; filed, Dec. 8; cost, \$31,000 per mantel.

Missouri near Napa. Cottage, one-story and basement; owner, Mrs. E. D. Roberts; architect, R. O. Davis; contractor, R. O. Davis; signed, Dec. 19; filed, Dec. 20; cost, \$1,200.

Montgomery. Alterations to office; owners, Selby Smelting & Lead Co.; architect, Jno. Marquis; contractor, Chas. Condy; signed, Jan. 5; filed, Jan. 7; cost, \$1,810.

Noe between 16th and 17th. Frame building; owner, Annie Gimpel; contractor, Alfred Hawkins; signed, Jan. 3; filed, Jan. 11; cost, \$1,283.

Park near Castro. Outside mill and carpenter work; owner, Geo. Whittell; architects, Coxhead & Coxhead; contractor, M. C. Lynch; signed, Nov. 26; filed, Dec. 3; cost, \$6,400.

Pierce near Turk. To build; owner, Jno. Doherty; architects, J. J. and T. D. Newson; contractor, A. B. Farmer; signed, Jan. 9; filed, Jan. 11; cost, \$2,700.

Pine near Franklin. Painting and roof finishing; owner, Gustav Sutor; architect, Julius E. Kraft; contractor, P. N. Kuss; signed, Dec. 16; filed, Dec. 17; cost, \$1,880.

Post near Grant Ave. Passenger and freight elevators; owner, B. & J. Schweitzer; architect, C. R. Wilson; contractors, A. J. McNeill & Co.; signed, Dec. 13; filed, Dec. 14; cost, \$1,850.

Post near Grant Ave. Alterations and additions; owners, B. & J. Schweitzer; architect, C. R. Wilson; contractor, S. H. Kent; signed, Dec. 13; filed, Dec. 14; cost, \$8,041.

Prescott near Vallejo. Three-story tenement house; owner, Katarina Schele; contractor, Caspar Zwelein; signed, Jan. 4; filed, Jan. 5; cost, \$3,500.

Scott near Page. Two-story frame; owner, Rane Levy; architect, J. B. Wuerschling; contractors, Home Building Co.; signed, Dec. 7; filed, Dec. 20; cost, \$3,750.

Sharon near Sixteenth. Two frame buildings; owner, Theo. Blodes; architects, B. McDougall & Son; contractors, P. J. & M. Brennan; signed, Dec. 31; filed, Dec. 31; cost, \$4,341.

Shotwell near 18th. Brick work, etc.; owner, Rev. P. J. Cummins; architect, C. J. I. Devlin; contractor, Jas. J. O'Brien; signed, Dec. 2; filed, Dec. 5; cost, \$1,574.

Stockton near California. Carpenter and mill work; owner, A. E. Davis; architect, John Gash; contractors, McKay & McClann; signed, Jan. 4; filed, Jan. 6; cost, \$5,175.

Sullivan and Cum Cook Alleys. Repair three-story brick building; owner, Estate of John Sullivan; architect, F. V. Acker; contractor, A. V. Acker; signed, Dec. 1; filed, Dec. 19; cost, \$1,750.

Sunnyside, lot 23, block 47. Factory; owners, Jory Bros.; contractor, Jos. Gabriel; signed, Dec. 31; filed, Dec. 31; cost, \$3,685.

Sutter near Jones. Plumbing, gas-fitting, etc.; owner, Emeline Wallace; architect, R. H. White; contractor, Duffy Bros.; signed, Jan. 5; filed, Jan. 11; cost, \$7,270.

Sutter and Mason. Brick terra-cotta work; owner, Simeon Wenban; architects, Pissis & Moore; contractor, Union Pressed Brick Terra-Cotta Co.; signed, Dec. 5; filed, Dec. 13; cost, \$22,400.

Twelfth Ave. near Clement. One-story cottage and basement; owner, Mary Jane Olwell; architect, C. H. Skidmore; contractor, Adolph Petry; signed, Dec. 12; filed, Dec. 13; cost, \$1,530.

Twenty-fourth near Treat Ave. Alterations; owner, Catherine Lynch; architect, Pat'k. F. Lynch; contractor, P. F. Lynch; signed, Dec. 1; filed, Dec. 6; cost, \$2,780.

ALAMEDA COUNTY.

Addison near 8th, Oakland. Cottage; owner, Clara Ballard; contractor, Oscar Carpenter; signed, Dec. 16; filed, Dec. 21; cost, \$1,000.

Alameda Ave. near Walnut street. Carpenter, plumbing, etc.; owners, J. J. Turner; architect, J. C. Newson; contractors, Wampek & Sullivan; signed, Dec. 18; filed, Dec. 16; cost, \$2,225.

Broadway and Fourteenth, Oakland. Erect and furnish elevator; owners, Central Bank of Oakland; architect, W. J. Matthews; contractors, Otis Bros. & Co.; signed, Aug. 20; filed, Dec. 10; cost, \$4,250.

Channing Way near Dana, Berkeley. Carpenter and brick work; owner, David W. Loring; architects, Coxhead & Coxhead; contractor, F. W. Kern; signed, Dec. 1; filed, Dec. 2; cost, \$6,800.

Encinal, Block 480, Alameda. Cottage and basement; owner, Wm. James; contractors, Marcuse & Remmel; signed, Dec. 19; filed, Dec. 19; cost, \$2,000.

Eighth near Madison, Oakland. Brick and carpenter work; owner, Robt. M. Ellis; architect, Elmer Childs; contractor, Jas. V. Embury; signed, Dec. 19; filed, Dec. 24; cost, \$5,445.

Ellis near Fairview. Bulkheads, carpentering, etc.; owner, Geo. H. Wright; architect, Fred. J. Mauvier; contractor, H. F. H. Brown; filed, Dec. 7; cost, \$1,189.

Fifteenth near Broadway, Oakland. Building; owners, Pac. Theological Seminary; architect, Walter J. Matthews; contractor, Herbst & McLeod; signed, Dec. 19; filed, Dec. 22; cost, \$7,038.

Fourteenth near Broadway, Oakland. Marble work in Central Bank; owner, Central Bank; architect, W. J. Matthews; contractors, Ruffino & Bianchi; signed, Dec. 16; filed, Dec. 21; cost, \$2,000.

Fourteenth near Broadway, Oakland. Lathing, plastering, cement work; owner, Central Bank; architect, W. J. Matthews; contractors, A. C. McTavish; signed, Dec. 12; filed, Dec. 21; cost, \$3,240.

Julia near Sherman. Two-story cottage; owner, P. S. Wilson; architects, J. C. & E. A. Mathews; contractors, Pierce & Ruch; signed, Dec. 30; filed, Dec. 31; cost, \$1,625.

Milvia Ave. and College Way. Two-story frame; owner, F. B. Gibson; contractor, I. A. Boynton; signed, Dec. 27; filed, Dec. 31; cost, \$3,036.

Pacific Ave. and Benton. To build; owner, David Clark, Esq.; contractors, Marcuse & Remmel; signed, Dec. 20; filed, Dec. 22; cost, \$1,800.

Railroad Ave. near Sherman street. To build; owner, Chas. Moeller; contractors, Marcuse & Remmel; signed, Nov. 20; filed, Dec. 8; cost, \$3,000.

Santa Clara Ave. near Seventh. One-story frame dwelling; owner, F. L. Volberg; contractor, A. R. Denke; signed, Dec. 2; filed, Dec. 6; cost, \$2,900.

Santa Clara Ave. near Sherman. Cottage; owner, August Bruder, Esq.; contractors, Marcuse & Remmel; signed, Dec. 12; filed, Dec. 22; cost, \$1,050.

Searles Track, Berkeley. Two-story building; owner, Mary A. Barracks; architect, John Laughland; contractors, Smith & Keating; signed, Dec. 22; filed, Dec. 22; cost, \$1,645.

Thirteenth and Broadway, Oakland. Brick work; owner, Pacific Theological Seminary; architect, W. J. Matthews; contractors, Remillard Brick Co.; signed, Dec. 24; filed, Dec. 27; cost, \$4,755.

Thirty-fifth near Grove, Oakland. Grading, brick work and plumbing; owner, Max Franz; architect, Frederick H. Homes; contractor, Chas. J. Antville; signed, Dec. 2; filed, Dec. 3; cost, \$1,615.

Washington near 8th, Oakland. Two-story brick; owner, T. H. Corder; architect, C. E. Larsen; contractor, Wm. Winnie; signed, Dec. 14; filed, Dec. 16; cost, \$12,065.

Washington and Clay, Oakland. Building and rebuilding wharf; owner, John A. Stanley; contractors, B. McMahon & Son; signed, Dec. 12; filed, Dec. 20; cost, \$6,510.

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DR. Ellinwood in a lecture delivered on Friday evening, February 10th, in the Cooper Medical College, said the time would come when architects would provide in all large family residences, one or more apartments for the sick, specially provided with hospital conveniences and capable of perfect isolation.

In the December number of the CALIFORNIA ARCHITECT AND BUILDING NEWS, we called attention to the importance of this matter and advocated its introduction.

IN the form of builders' contract now in general use in this city and which was formulated by a Conference Committee of the San Francisco Chapter of the American Institute of Architects, and the Builders' Association, the clause in regard to insurance reads as follows:

"The owner shall not be liable or responsible for any accident, loss or damage happening or occurring to the work specified in the within contract prior to the completion of the same (loss or damage by fire or earthquake excepted)."

Of course the natural inference would be that the owner by this clause would be held responsible for loss in either of the eventualities mentioned. Nevertheless we think the extent of this liability should be fixed in definite terms that will admit of no argument as to their true meaning. In the form of contract adopted by the American Institute of Architects and the National Association of Builders, published *in extenso* in this number, the insurance clause reads as follows:

"The owner shall during the progress of the work maintain full insurance on said work, in his own name and in the name of the contractor, against loss or damage by fire. The policies shall cover all work incorporated in the building and all materials for the same in or about the premises, and shall be made payable to the parties hereto, as their interest may appear."

We think this latter clause an improvement over the first one, as being more explicit, but might it not cause trouble when the amount of the respective damage sustained came to be determined?

C. Mason Kinne, the insurance claim adjuster, in rendering a decision in a case where he was arbitrator between two companies that had issued policies in favor of the Owner and Contractor respectively, took occasion to recommend the following clause as definitely determining their respective liabilities:

"The owner shall not be liable or responsible for any ac-

