

## Bribery of Architects.

The March number of the *Building Budget* contains a very pointed editorial on the subject of this article. We join in echoing the protests against the baneful custom for such it is. Bribery in any form is recognized in the social canons as a proscribed and heinous offence against the moral law. It is a monster of iniquity stalking forth from its haunts in the pursons of vice, casting the shadow of its hateful and reeking visage across the paths of statesmen, legislators, jurists, representatives of commerce, members of all the professions, in fact across the path of any sacred duty in life. One of its most common forms, is in the shape of dishonorable offers from misguided manufacturers and dealers in building material to architects to accept commissions for the consideration of introducing and using their wares. It is but charitable to say that many firms are ignorant of anything dishonorable since it is a common act of trade to pay commissions to the middle man, against which the honorable architects are making vigorous and indignant protests through the columns of professional journals.

In commenting on the matter the *Budget* says: "It is not infrequent even in these days, after there has been so much said against the practice to hear of some firm who will tender the architect a consideration or at least suggest it as an inducement to make use of his material. The honorable architect rejects it, and treasures up in his heart a warm and healthy grudge against the man who has considered him vulnerable to a bribe. The dealer who offers it, not viewing the act upon the same moral level, imagines the cold repulse given his offer betokens the fact that he did not bid high enough, and that some rival firm had raised him out of the sale.

So long as there is trade and commerce there will be discounts and a sliding scale of prices gauged to the amount of the demand, and the source of the demand proceeds from. That architects should be able to control discounts is but just and right, but only to the benefit of their clients. If these firms who are so ready to induce sales by the offers of questionable commissions, would change their tactics so far as to publicly state that sales made through an architect would receive a discount of a certain per centage, a client would understand that his architect's influence extended to that point that he individually, was not able to reach in the item of costs; and the quality and finish of goods being equal, the architect could congratulate himself that he was instrumental in procuring work for an amount that none but those of his profession could control, while the material man who has discounts to make could do so through the proper channel and to the legitimate party to receive it."

The above is thoughtful, timely and practical, all of which we echo with lusty endeavor. No profession is more honorable than that of which we write, and to preserve a good name unsullied from the charges of venality should be the pride and determination of all its members. Unfortunately the rather relative position the profession sustains in society—always

between opposing interests—behooves it to be wary and active in enjoining strict honesty on the part of its members, thus silencing the commentators in the material trade, whom it is to be hoped are few and will take all timely hints with seemly grace. — *Northwestern Architect and Improvement Record*.

## The Cocoa Plant.

Jamaica exports annually 6,000,000 cocoanuts, of the value of \$100,000. These nuts are chiefly exported in a green state and are utilized in the United States for making desiccated cocoanut and various conserves. At the Jamaica exhibit of the New Orleans Exposition there are shown the nut in all stages, from those just forming to the matured state. There are also shown the nuts just sprouting in the young plant up to cocoanut palms several feet high. The fibre of the nut is exhibited in the raw state, and its uses illustrated by hats, brushes, ropes, etc. The flesh of the nut is shown dried as "Copra," made into cocoanut oil, the residual pomace or cocoanut cake, and lastly in the desiccated and preserved state, as used in the United States. The small cocoanut shells are shown made into ornamental cups. The timber is shown in the rough, as also worked into boxes and toys. Altogether, this exhibit of the economic productions of the cocoanut palm is most complete of its kind and is visited by scores of persons, who now learn for the first time what the cocoanut palm is and what are its various uses in the arts and sciences. — *New Orleans Times Democrat*.

## Recent Legal Decisions.

**CORPORATE ASSETS — SUBSCRIPTIONS — UNPAID BALANCES**—In the case of *Epwright vs. Brown*, decided on the 9th ult., the Supreme Court of Missouri held that unpaid balances upon stock subscriptions were corporate assets and were assignable.

**CONSIGNMENT — ACCOUNT STATED**.—Where goods consigned to a commission merchant are sold and a statement of the sales with an order on a third person to balance the account, is sent to the consignor, he is bound by the account rendered as by an account stated, unless within a reasonable time he notifies the consignee that he objects. So held by the Supreme Court of New Hampshire in the case of *Austin vs. Ricker*.

**PARTNERSHIP — REAL ESTATE — DEBTS**.—Real estate purchased for partnership purposes and paid for with partnership funds become partnership property, and the widow of a deceased partner cannot claim dower until the partnership debts have been paid and the rights of the partnership estate determined, according to the decision of the Kentucky Court of Appeals in the case of *Bowler et al. vs. Blair*, decided March 7.

**CHATTEL MORTGAGE — INTERSTATE VALIDITY**.—In the case of *Ramey vs. Glenn* the Kansas Supreme Court recently held that a chattel mortgage executed in Missouri, and valid by the law of that state would be valid as between the parties in Kansas, and that were the property covered by the mortgage was removed

by the mortgagor to the latter state the mortgagee might follow the property and take possession of the same under the terms of the mortgage.

**STATUTE OF FRAUDS — ORIGINAL PROMISE**.—Where the employer of a person who wished to procure goods on credit from a dealer, but who had been refused, told the dealer to let his employee have the goods and that he would pay the bill paid, the Supreme Court of Georgia held that such promise on the part of the employer was an original undertaking and not an agreement to answer for the debt or default of another within the meaning of the statute of frauds. *Maddox vs. Pierce et al.*, decided March 11.

**INSURANCE POLICY — FALSE SWEARING**.—Where a policy of insurance provides that in case of false swearing or attempt at fraud, "or if it shall appear any fraud in the claim by the insured, or if the insured shall swear or otherwise," shall avoid such policy, the company, in order to avail itself of the defence, must show that the assured knowingly and intentionally swore falsely or said or did that which it claimed to be fraudulent. So held by the Supreme Court of Georgia in the case of *the Watertown Fire Insurance Company vs. Grehan*, decided March 17. — *Bradstreet's*.

## A Chapter for Clerks.

A great many sermons have been preached about the way to fortune and about the methods whereby business success may be achieved. Is not success in life largely dependent upon correct ideas regarding the proper methods of doing business? If so, should such ideas be obtained when a man is at the threshold of life and not when he is on the downward slope and has little energy left pushing to the front and fighting for supremacy? It is necessary, we say, to make the beginning when a young man is a clerk or serving as a helper in some manner. Business is now conducted as it was twenty years ago—not in the backwoods or the lonely prairies of the northwest. Then, a man could buy untested goods, pay too much for them, know nothing about the quality of the commodities he bought, and yet sell goods enough to make a fast. That can't be done now. The clerk who attempts to carry on business after the old fashion usually lasts as long as his capital lasts out against the inroads made upon it by losses made by bad management. There is a necessity for tradesmen of this class. There are enough young men who are employed as clerks who by pursuing the proper course can make themselves for a highly successful career. They know how to do it and had better be encouraged enough to go ahead and do it. First of all, they should learn as soon as possible all that their employers know—which may not be much, sometimes, to be sure, but something. They should ever experience their employers have had, they should get the benefit of, for what takes them there that has as much wisdom as that of a schoolmaster. They should learn all that is of human nature and life from the people with whom they come in contact every day. They should only by knowing the nature of the human mind that one can reach the money that