WONDERFUL SHOOTING

Adventure of an Indian Army Colonel with Elephants.

Jhoot Singh was the name of a far-famed colonel in the Indian army, with whom I served many years in many different stations. I remember one ordinary guest night, when Padhurst, a deputy conservator of the Indian Forest Department, happened to be my guest. He was a great shikaree, and had, from the nature of his calling, great and many opportunities, of which he had made good use. I had stayed with Padhurst in the jungles and knew him well—or as well as anybody—and while at dinner our conversation had been mostly of the jungles and shikar. I had suddenly said to him:

"Oh, by-the-bye, Padhurst, do you remember when I was staying with you at Cheryakara, a report came in, just as I was leaving you, of a big rogue elephant which had killed a bandyman. Did you hear anything more about it?"

"Oh, yes," replied Padhurst, "it turned out to be quite true, and what is more, the next day the same brute killed an old woman who was going along the road to shandy (weekly market). The people all got scared and would not go along the road. At last government proclaimed the elephant as a rogue, and I went after him. He was a very fine tusker and very dangerous—the trackers were very frightened to follow him. However, I succeeded in getting onto his tracks and shot him. He was a good riddance to the district."

To the ordinary man this all reads easy enough, but to any man who has been after rogue elephants and knows their cunning and their proclivity for charging at sight of you, also the fact that you can't bring them down by hitting them anywhere—at least not in the days of black powder—this simple narrative of Padhurst meant a lot. A big rogue tusker is no partridge.

When Padhurst ceased talking, the regimental medicine man—for by such a description was O'Moyle, our doctor, generally known—saw at once it was too good an occasion to let go by, and that our gallant colonel should immediately be made to show his capabilities.

"Of course, colonel, you, too, must have shot a few elephants in your time, I suppose," said O'Moyle to Jhoot Singh.

THE COLONEL'S CHANCE.

"Oh, yes, I was rather keen on going after elephant at one time," replied Jhoot Singh. "When I was quartered in Mercara, about twenty-five years ago, they were very common, and were a great nuisance to the planters round about, breaking down fences and destroying young trees, and frightening coolies and that sort of thing, and, of course, where there were so many elephants, rogues were sufficiently numerous to cause some excitement even among the Europeans. It was when a rogue began to select the main ghat roads, and so interfere with our supplies for the mess, that we generally took most interest in their manœuvres, and I, as the best shikaree in the regiment, was nearly always sent out to account for them, which, of course, I invariably did. I went so often and bagged so many that I got rather tired of the sport, and used to urge that others should have the practice, and that it was good for all young officers to have a little practice at going for rogue elephants. Teach them to keep their heads in the presence of danger, and not be dismayed by the size and numbers of their enemies, as it were. Yes, I got quite used to accounting for elephant, and it offered me no excitement, as it were. When it comes to facing a charging elephant with a 12-bore shotgun, though, you get excitement enough, I can tell you, and it wants nerve and self-confidence. In fact, I can honestly say I know no one but myself, at present, who has successfully experienced such an event, and I know few who I believe would. However, it's a strange world, and I may some day meet another who has."

"Surely, colonel, you never went after elephant with a shotgun, and I am sure you were too experienced a shikaree, even twenty-five years ago, to be taken by surprise," suggested the medicine man.

"Certainly not," replied Jhoot Singh. "Even with all my experience and nerve I should not dream of trying to bag an elephant, like a pigeon, with a 12-bore shotgun, loaded with No. 6, and, as you say, even twenty-five years ago I had sufficient experience of shikar not to go into elephant jungle with only such a weapon; but even the most experienced of us at times meet with most unheard of circumstances, and the event I had in my mind when I spoke was quite exceptional, and I do not think even I have been more surprised than when I bagged one elephant with No. 6—not so much at the fact of slaying him as at the altogether peculiar circumstances of the case, because, after all, with a little luck, any good shot might at least save himself if armed with a double-barrel 12-bore."

"Do tell us all about it, colonel," was almost a universal request from those sitting round.

UNIQUE EXPERIENCE.

"Well, I don't, you know, care much about talking about myself, but as this was really a unique experience, I'll tell you how it came to pass," started Jhoot Singh. "It was about twenty-five years ago, when I was quartered with my regiment in Coorg, at Mercara, and a real good place it was, too, for anybody fond of such sport as gun and rod give, and those fond of sport got all they wanted in big game shooting, as the place abounded in elephant, and bison were obtainable within reasonable distance to the ardent sportsman. I personally revelled in the opportunities that were afforded me, and spent all the leave I could snatch away in the jungles, and it is to the great amount of exercise I took indulging in this hobby that I must ascribe the fine physique and good health I possess now.

"Whenever I went out in the jungles, I always went prepared for any sort of game, and so took two rifles and a shotgun—I had a double-barrelled 8-bore, a double-barrelled .450 express and a 12-bore shotgun—and what was very important, I always had two most excellent shikarees; they were a long way the best in the district, which is not altogether to be wondered at, when you remember that they had such excellent practice going out with me, and, moreover, knowing what an unerring shot I was, they never bolted with the spare rifle or gun, as the case may be.

"Well, on this particular occasion that I am going to tell you about, I was away on three days' leave about forty miles from headquarters, just pottering around, as it were, seeing what I could pick up. I was rather keen on making a good selection of skins of birds, that I stuffed myself—in fact, up till a few years ago, when I lost it crossing the Salween in Burmah, I had one of the best collections, private collection, of course, of Indian birds in the world. Well, as I was saying, I was just pottering around in the jungle looking for anything and everything. As I knew we were in a part where elephants were common and liable to be met at any moment, I myself carried my 8-bore rifle. Immediately behind me was No. 1 shikaree, with the .450 express, and behind him again was No. 2 shikaree, with the shotgun—loaded, as it happened, with No. 6, for I was hoping to come across some imperial pigeon such as I had shot in Malabar. We were moving in this order along a narrow track through a thickish jungle quite quietly; for from long practice, heavy as I am and was, I could move along a jungle track as quietly as any barefooted native—all, or almost all, practice—perhaps, to a certain extent, it was natural in me.

"Well, we had been moving along like this for perhaps half a mile or more, when my practised ear detected the sound of an elephant's tread, and, almost at once, coming along the path toward us was a magnificent tusker; he seemed then one of the finest elephants I had ever seen.

HAD HE MISSED?

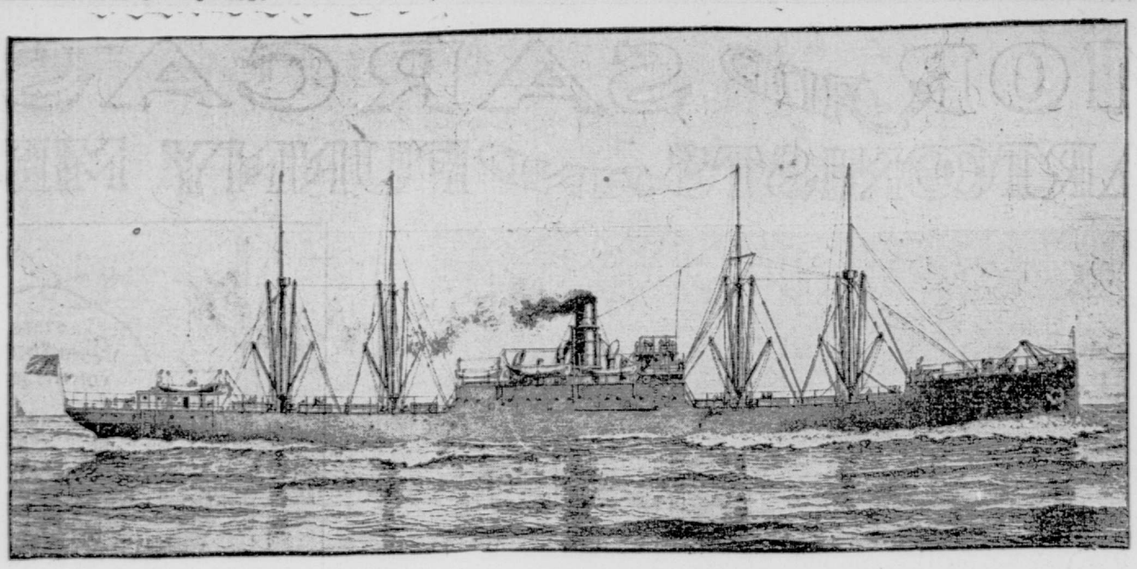
"I let him come on, and when he was about sixty yards away I just took a bead on the spot you, of course, all know so well, just above the trunk and below the eyes, and let him have the right barrel. As the smoke cleared (there was no smokeless powder in those days) I saw he had not fallen, so, a little surprised, I just let him have the left barrel in the same spot. Though I knew full well I had hit him, yet, with the instinct of the true shikaree I reached round and took the express from No. 1 shikaree, who took the 8-bore from me. No. 1 shikaree then changed places with No. 2, while he reloaded the 8-bore. This was a part of my training of them, and it was the work of less than a moment.

"When the smoke of the left barrel of the 8-bore cleared and I saw the elephant still advancing, I must confess I was then surprised. However, I just took, if possible, a little more care in my aim, and let him have the right barrel of the .450 express, and I felt sure I had downed him. Again, as the smoke became thinner and I saw Mr. Tusker still coming on and on, I must say I began to get annoyed, and so I again brought the express to my shoulder and let him have the left barrel in the same spot. I knew I was on the spot—I had too much experience to make a mistake. I had scarcely pulled the trigger, you may say, when I had handed the empty express to No. 2 shikaree, and took the 12-bore shotgun from him, he immediately changing places with No. 1, who had loaded the 8-bore and come directly behind me.

"A slight breeze had sprung up from the right, and as the smoke of the left barrel cleared you can imagine my annoyance to see the elephant still coming on. Yes, still advancing, evidently intent on simply walking over us. It is not often I get angry, but I felt quite hot with anger. However, I never let trifles interfere with my better judgment for long, and I was as determined to dispute that path with the elephant as the elephant seemed to wish to do with me. I let him come up, and when between fifteen and twenty paces I gave him the right barrel of the 12-bore, and, scarcely waiting long enough to see that he had not dropped, I gave him the left barrel, which I knew should settle him at that distance. My faithful No. 1 shikaree, almost at the shot, had his hand on the gun, and had pressed the 8-bore into my hand. I instinctively grasped it, and none too soon—for here, almost above me, you might say (for it could not have been more than five yards in front), loomed the great monster. I somehow or other felt cooler than I did before—my anger was turned almost to sorrow, as, taking aim quickly, I fired the right barrel of the 8-bore, and immediately heard the heavy thud as the elephant came to the ground—you might well say, at my feet.

"Not a muscle of him moved. He certainly was a large beast, and I was examining him for the marks of the various shots, when an exclamation from my shikaree made me look up, and I saw him, half dazed, as it were, pointing to the path along which the elephant had come. I soon understood his amazement, for there, almost immediately behind this elephant, was another lying quite dead, and further examination showed another behind him, and so on, until we counted seven dead elephants—it was just one for each shot—a small herd coming on in single file. I felt quite pleased to think that after all I had not missed, as I at one time almost thought."

"Eh? What did you say, Blotcher?" (the youngest sub.) "Pass the salt? Why, you have it at your elbow."—Illustrated Sporting and Dramatic News.



U. S. S. VESTAL—THE MILLION-DOLLAR COLLIER TO BE BUILT AT THE BROOKLYN NAVY YARD.
(Picture from The Tribune Bureau, Washington.)

NEW NAVY COLLIERS.

Fine Fuel Supply Ships for the Fleet.

[From The Tribune Bureau.]

Washington, March 23.—The laying of the keel of the big naval collier Vestal at the Brooklyn Navy Yard marks the beginning of work on two such ships to be built for the naval service. The other one, a sister ship, to be known as the Prometheus, will be constructed at the Mare Island Navy Yard. These ships are of identical design and will represent the latest and best methods of delivering fuel to ships of war, including modern appliances for coaling at sea.

The collier will have a length over all of 465 feet and 9 inches. The draft, with the ship loaded with 5,500 tons of cargo coal, will be 26 feet. The displacement under those conditions will be 12,500 tons. The two triple expansion reciprocating engines will have an indicated horsepower of 7,500 and will drive twin screws, giving a maximum speed of 16 knots, which will enable the vessels to keep with a cruising fleet. The bunker capacity for steaming coal will be 1,500 tons, and the cargo capacity of coal will be 5,500 tons. The radius of action at ten knots will be 7,000 knots.

Each collier will have a small battery consisting of four 3-inch guns for the purpose of repelling torpedo boat attack.

The coaling arrangements will require four masts to permit the installation of a marine cable way for coaling while at sea and in motion. There will also be a wireless telegraph outfit. The plans also call for a sick bay and dispensary.

TWO WAYS OF "SETTING."

A pupil in a school near Chatham Square, New York City, thus defined the word spine: "A spine is a long, limber bone; your head sets on one end, and you set on the other."—M. M. Hansford.

CONSUMPTION CURABLE.

The Committee for the Prevention of Tuberculosis has sent out the following statement in regard to the nature of the disease:

Consumption is familiar to every one. The doctors call it "tuberculosis of the lungs." The disease is widespread, but chiefly found in centres of population—in the cities. In greater New York there are to-day forty thousand cases, mainly in persons between the ages of fifteen and forty-five, the period of greatest activity and usefulness. In fact, of all men dying between these ages nearly one-third die from tuberculosis.

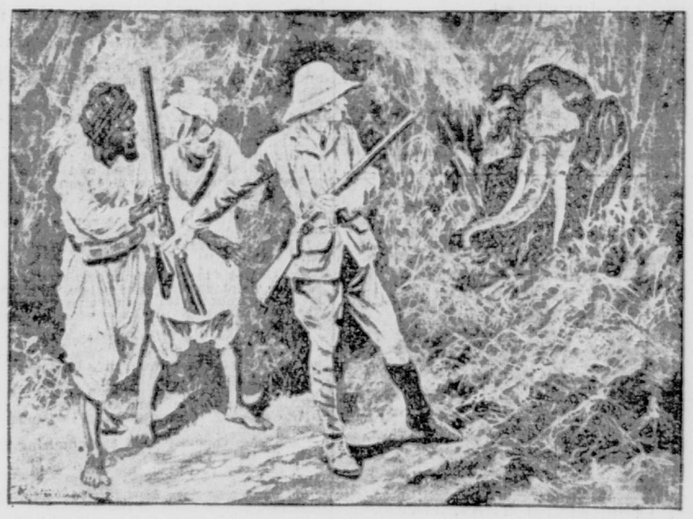
Formerly it was thought that the disease was hereditary, "in the blood," as the saying goes. It was believed that any child of a consumptive father or mother was almost sure to develop tuberculosis of the lungs later in life. That is not so. Such a child may start out with a poor stock of vitality and with a lessened amount of resistance, but never with seeds of the disease in the system. Brought up under favorable conditions and with proper oversight, a child born of consumptive parents may pass through life in the enjoyment of fairly good health.

In fact, the oldtime mystery about consumption has been swept away. We now know three things—First, the disease is communicable—that is to say, it is communicated from person to person; second, it is preventable to a large extent by the exercise of reasonable care and the observance of a few simple precautions; and, third, it is curable in the majority of cases, if treated in time—completely and lastingly curable.

The only direct cause of consumption is the entrance and growth in the lungs of a certain microscopic organism (or germ or microbe, to use familiar names) called the bacillus tuberculosis. When this germ is present in the lungs in sufficient numbers it produces small or larger disease centres; these centres of disease increase in extent and finally cause much destruction of the substance of the lung.

From the lungs of a consumptive large numbers of these germs may be coughed up and spit out. Ordinarily the majority of them perish, especially if they be exposed to fresh air and sunshine. But it is possible for some to enter immediately the lungs of other people and produce centres of disease; or a part of the germs may lie around in damp places or be blown about in room dust and street dust for days and even for weeks. Indeed, this is the way in which consumption is spread. Both adults and children acquire it by breathing in the dried matter from the lungs of those who already have the disease.

The conditions under which some people live render them more liable to consumption. Dust and dirt and darkness and dampness, as found in many tenements, old dwellings and farm houses; insufficient food, food of poor quality and badly cooked; neglect of personal cleanliness, intemperance—all these are contributing factors. The surroundings in which many adults and children are compelled to work—as in some shops and stores, in cellars, in tenement rooms and sweatshops—are prejudicial to health. Dusty work, like coal mining, sorting feathers and cigarmaking; occupations in which the worker bends forward and compresses the chest, as in typesetting and shoe cobbling; work that puts a strain upon the lungs, like glassblowing—all these predispose to the disease by taking away from the body a part of its natural powers of resistance. So, too, does the custom of keeping windows closed and of overheating the rooms in which we live and work.



"AND LET HIM HAVE THE RIGHT BARREL OF THE .450 EXPRESS."
—Illustrated Sporting and Dramatic News.

WORKING THEIR WAY.

Many Students Make Their Own Living at Harvard.

"Can you tell me where Harvard is?" The question came from a travel stained youth who had just alighted from the electric car at Harvard Square, and seemed anxious, though it was unnecessary, to announce that he hailed from Polk County, Missouri. The transfer man had answered this question many times before. He nodded his head to a big gate across the street, replying mechanically without a change of countenance, "That's Harvard, right over there." The slender Westerner thanked him "kindly" and entered the yard somewhat bewildered at finding Harvard a composite article made up of many more or less insignificant buildings, crowded in by commonplace streets. He had expected to find it, no doubt, the typical American college, a few imposing edifices surrounded with glorious country, a great campus and the Charles River. The few red buildings forming a rectangle looked like something out of the ordinary, it is true, but still he half doubted the transfer man's directions, and to make sure he hailed the first man who looked like a student with, "Say, is this Harvard?"

"Sure," replied the student with a grin, slowing up, as is the good natured way of Harvard men.

Glad of this reassurance the new arrival went on to ask, "Can you tell me where to find Mr. Eliot?"

"Mr. Eliot? What Mr. Eliot?"

"Why, ain't he the president of this here university?"

"Oh, President Eliot! Well, really, I don't think you want to see him. Anyway, I guess he's out of town just now."

The stranger looked concerned. "Why, I got to see him," he said. "I come here from Polk County, Missouri, to go to Harvard, and I want to see about it."

The student was tempted to direct him to President Eliot's cottage, but he remembered that he had once been new at Harvard himself. Besides, the stranger's honest blue eyes had something likable about them; he was not "fresh," he simply didn't know. "You go over to that stone building in the middle of the yard," said he, "and they can tell you what you'd better do."

The stranger did as directed, and was soon lost in the gray walls of University Hall, discussing "ways and means" with the dean's assistant and the appointments clerk.

The man from Polk County was going to work his way—and he was going to find it hard. Hundreds of such men go to Harvard every year, from North, East, South and West. The big university, curiously, attracts this sort in greater numbers, perhaps, than does any other, and it is, indeed, only a comparatively small proportion of the student body that upholds the fame of Harvard's aristocracy. Men who have begun their careers in high schools, local and church colleges, men who have taught themselves and taught school—as well as men from Groton, St. Paul's and Middlesex—all come to Harvard. The difficulties and distance through which they come make them a varied lot, but generally select. Each man is, perhaps, a prodigy in his own town, and comes with a proud record—known only to himself. He is rather startled when he discovers that he is among a host of like celebrities. The Phi Beta Kappa man from Quinimo College, in the Southwest, where he was valedictorian and leader of his class, is only one of a hundred such men at Harvard. The specialist in psychology finds many psychologists as learned and logical as he. It was an easy thing for these men to get through their preparatory schools and win the scholarships, but here at Harvard there are twenty candidates for every prize, and these men must get a living they are sure of.

How they all do it is a strange story. An idea of some of the things they do may be gleaned from a visit to the appointments office, where vacancies are registered and positions allotted. The list of jobs for which the student may apply covers almost the whole category of human activities. Here are some selections: Bellboy, singer, secretary, stenographer, salesman, nurse, watchman, canvasser, reader, tutor, farmhand, companion, guide, superviser of study, waiter and man to kill tree pests. The student who works his way does not lack for variety of employment. The great trouble with it all is that the work is apt to take too much of the student's time and keep him from the full enjoyment of college life and good fellowship, and it may prevent the full purusuit of his studies. Nevertheless, many a man who works his way finds time for college life and interests as well, and it is not infrequent that the captain of an athletic team earns all his own expenses. The president and first marshal of his class a few years ago was a man from the West, who earned every cent of his college expenses. It all depends on the man. As one unaided fellow, editor of "The Crimson" and leader of his class, expressed it: "You've got to take life as a dare; the more you risk the more you get, and the better the fellows like you. If you're always worrying where you're going to get your next meal or what you will do when your last shirt gives out, you may be a 'grind,' but you'll never be a leader."

The ranks of Phi Beta Kappa, none the less, are always filled by men of little means. There is, of course, great incentive to studious habits; Harvard offers many scholarships as reward for excellent work, and many a student makes his way on scholarships alone. But to do this he must be an apt scholar and night and day must he work. The competition is so keen that the standard of scholarship is high and only the best can win out. The man who makes his way by winning scholarships has one advantage: whether he has made good socially or not he has a great asset in his attainments, and a certain success in after life is sure to be his. It often happens that a working fellow pays little attention to his studies and sets himself to the task of "making" the clubs, which generally establishes a man socially for life. Failing in this, however, he comes to the end of his college career with very little indeed to show for his time and opportunities.

But to return to the rank and file, the men who solicit, kill caterpillars, act as guides, wait on tables and tutor their more fortunate fellow students. Their experiences are often as humorous as they are hard. One fellow, willing to act in the capacity of nurse, got the job of bathing a fat, paralytic old man every morning. This employment afforded exercise as well as remuneration for a year, until the old man died. Then he took on the task of wheeling a feeble old woman through the parks for two hours every afternoon, with the alternative of reading to her when the weather was inclement. The old woman had a temper, but she was wealthy and the student installed himself in her good graces; and when she died she left him a legacy of enough money to carry him through the rest of his university course.

Another youth, who was studying the "technique of the drama," undertook to manage the production of a melodrama by an amateur theatrical society, the boys and girls of a neighboring tenement district who had been encouraged to their efforts by a woman's philanthropic society. He was an "A" man in the course and knew the "technique of the drama" as many a successful playwright does not; but like the average "grind" he lacked common, ordinary horse sense, and hopelessly "balled" the business of the "Hub Theatrical Company." He could do nothing without the costly "effects" of which he had learned from books, and he was always "at outs" with all the company but the woman who, "according to all dramatic law," should occupy the centre of the stage by the right of her part. To a man who was not afflicted with the "technique of the drama" this job might have been both interesting and profitable.

But as a general thing the work that students do is specially irksome. Randall dining hall, which feeds from eight hundred to a thousand students at every meal, employs college men as waiters entirely. It is no pleasant task for a student to don a waiter's apron after his morning lectures and put in two busy hours at taking grub orders from hungry and sometimes thoughtless fellows. But even they are disposed to make the best of it and their pluck is respected by men in more fortunate circumstances.

Most of the men who serve as waiters earn their board by working from two to four hours a day. Some of them exist on a scanty diet, and occasionally a man is found living on half rations. Not long ago a freshman from Pennsylvania was discovered in a garret off Mount Auburn street living on one meal a day. The office was informed by an upper class man, and the dean advanced a substantial sum of money, to be used, according to promise, for nothing but food. The university always looks after overzealous seekers for knowledge, but it never makes life easy for any man.

There are a few positions on the university papers and magazines that are remunerative as well as honorary. The post of business manager of "The Crimson," which is said to pay $1,000 a year, is open to competition, but the competition is of the keenest sort. The man who gets the most advertisements in half a year is taken on the staff and the board of officers elects the manager. In soliciting advertisements the eager candidate naturally extols the great advantages of college trade to the confectioner, the stock broker, the theatre manager and the manufacturer of steel rails. Every business in Boston has "the rare opportunity of extending its trade to the university community."

Summer tutoring or companion jobs give the poor student an excellent opportunity to spend his vacation in an interesting way. A tutor is chosen with a view to his good influence and general standing. He is usually expected to play tennis with his charge, to inform him of college life, and, in short, to bridge over the gulf between the preparatory school and the university. The student usually has charge of one or two sub-freshmen who have "conditions" to work off before entering college. These summer jobs may mean two or three months of camp life in the woods, a stay at some fashionable hotel or even a trip abroad. Many young tutors have been taken round the world.

The college man who worked his way is in somewhat the position of a tramp. He never knows what he is going to do next, and he has generally to be satisfied if he is warm and well fed for the present. The experiences of a single successful student would make a most interesting history. One time he is the companion and closest friend of the richest young scion in the land, and again he is a restaurant waiter at 25 cents an hour. It is all a part of his education. He learns to take everything with philosophic stolidity, and if he profits by the lesson he graduates the most cosmopolitan member of his class, with an embryo business training which many of his fellows lack. I have asked several old "grads" the question: "If you had it to do over again, would you prefer to work your way or have it paid?" and the reply has been, with one exception, "I'd work it."

THE RIGHTS OF A TENANT IN THE ORDINARY NEW YORK FLAT

He Appears to Have Several, Even if They Are Not Mentioned in the Lease.

SCENE: An apartment house in New York. TIME: Any morning this winter. Head of the Household is seen entering the dining room. He goes over to the radiator and puts his hand on it. He stoops over and tries the valve to see if it is open. Then he looks at the clock, the hands of which indicate the hour to be 8. His wife enters.

Head of Household—This radiator is only half filled with steam. No wonder it's cold here. What does the thermometer say?

Wife (after looking at thermometer)—Fifty-two.

H. of H.—I thought so. Here it is 8 o'clock in the morning. It ought to be 70 here. Are you comfortable during the day?

Wife—If it is warm outdoors it sometimes is quite comfortable here, but when it remains cold all day it often is necessary for me to put on my wraps. The steam pressure goes down after you go out, and it does not come up again until just a little while before you get home.

H. of H.—I must see the owner about this! The janitor evidently is trying to save coal, probably under orders from the owner. Here we are without any means of providing heat for ourselves, absolutely dependent upon the boiler in the cellar. We are entitled to be comfortable, at least. (They sit down to breakfast.)

Wife (pouring coffee)—Did you notice the water running down the wall in the parlor? Here are the sugar and cream. It has taken off the kalsomine in a wide streak, and some of the color has got on to the silk covering of the couch. I think a water pipe has burst in the apartment overhead.

H. of H.—When I see the landlord about the heat I'll speak of the water, and tell him that if it is not fixed up right away I'll expect him to pay for any damage to the furniture.

SCENE II.—Same as before. Evening. Head of the Household and wife at dinner. Servant has just set the soup on the table and retired to the kitchen.

Wife—It was as cold as usual in this apartment to-day.

H. of H.—I saw the owner. I didn't get much satisfaction from him. He declared that there was nothing in the lease obliging him to furnish heat, and as for the damage from the broken water pipe overhead, he pointed out a clause which specifically states that he shall not be liable for any damage due to leakage of water, even when his own agents and employes are responsible for it. So far as I can see, the lease is all for the benefit of the landlord. He said no one else was kicking about the heat.

COMMON EXPERIENCES.

The majority of New Yorkers live in rented quarters. In some cases these are single houses, but usually they are apartments in hotels or "tenement houses," as the law describes every kind of a building in which families live separately, doing their cooking therein, regardless of whether the rental is $9 or $250 a month.

The experiences which many have in connection with this form of life bring home to them, perhaps, more concretely than anything else could, that for those who choose to live in a large, concentrated community mingled with the silken cords of luxury are certain velvet covered chains of slavery.

The feminine representative of the household comes in some evening, and at the dinner table announces that she has examined a fine new apartment house that afternoon. There is a boy in buttons to open the door. A second man, also in uniform, was at the telephone switchboard. A third ran the elevator. The hall was handsomely furnished. There were fine rugs on the floor.

As she proceeded with her description she waxed more and more enthusiastic. "The entrance makes a fine impression," cried she, "and you could be sure that when any one rang up there would be some one at the switchboard to answer and connect you. You wouldn't have to ring and ring and ring until the elevator man got down from some floor or other to answer it, and perhaps then tell the party that your wire was busy or you were out."

The Head of the Household was persuaded to inspect the apartment. Suspecting that this ideal condition could not last beyond the period when the house should be filled, he made special inquiry as to whether the service would be continued, or if the owner intended selling as soon as all the apartments were occupied. No, indeed; Mr. Brown intended holding it as an investment, the agent glibly replied. The H. of the H. decided to lease an apartment. The house was soon filled. Then the rent bills indicated that the building had changed hands. There were physical evidences of that fact also. The three uniformed hall attendants were dismissed. One man was employed to attend to the duties of the three. As he did not happen to fit the uniform of any of those who had gone before, he attended the door and switchboard, when not engaged in directing the skyward movements of the elevator, in ordinary clothing. The rugs were considered too valuable for the use of Tom, Dick and Harry, and these disappeared from the hall. There was nothing specific in the lease which could be used as a lever to compel the new owner to continue the character of the service which had been so potent in securing tenants.

The new landlord decided that it was too expensive to operate the elevator by power generated on the premises, and that he would prefer to buy the necessary electric current. The tenants wearily climbed the numerous flights of steps whenever they wished to reach their apartments, for the period of two months, while the alterations were being made, and visits from friends decreased until the bonds of friendship were strained almost to the snapping point. An examination of the lease showed that among other clauses there was one which read: "If it should become necessary to stop any of the machinery, apparatus or appliances in said building, by reason of accident or for the purpose of repair, alteration, or improvement, said landlord shall have the right to discontinue the service so long as necessary, and no claim for compensation or damages shall be made by said tenant by reason thereof or of inconvenience arising from said interruption."

THE ONE-SIDED CASE.

The tenant of a New York apartment house cannot get much comfort from looking at his lease when something about the management of the building is unsatisfactory. Doubtless many a shivering New Yorker this winter has pulled out his copy of the lease in order to discover if he could not compel the landlord to furnish him with adequate heat by flourishing it before his eyes. He probably looked in vain. The great majority of these leases do not say anything about heat. Yet a large proportion of the apartment houses have no appliances for heating except steam radiators placed in them by the landlord. The scrutiny which the tenant gives his lease at such times is apt to reveal one thing to him, however. The lease, he finds, is rather one-sided. Practically all the stipulated obligations are upon him. It does not even bind the landlord, specifically, to fulfil his part of the lease. A great deal of what the landlord is to do is taken for granted.

Many real estate men and owners of big apartment houses have their own forms of leases, which contain special clauses. The major part of the leases, however, are made upon a form which has become a standard through usage. It is labelled "Lease of Flat." When the landlord wishes to add a special clause it is simply written in with a typewriter. The lease begins with the statement that it is granted upon the express condition that in case the landlord deems objectionable or improper any conduct on the part of the tenant he may eject him on five days' notice, either with or without legal process. There are seven clauses, five of which begin: "That the tenant shall." The others refer to privileges reserved by the landlord. The owner does not promise to do anything, specifically. Among the things the tenant is not to do is to drive picture or other nails into the walls or woodwork, and sublet any portion of the apartment without the landlord's consent in writing.

What are the rights of the tenant? What can he do when the landlord does not furnish the things which he expected and considers that he has a right to have?

Moving seems to be the cure for the evil which first suggests itself to the beleaguered tenant. Moving sometimes is like jumping from a metaphorical snowbank into a figurative ice pool. Perhaps the tenant likes the apartment aside from its coldness. Possibly the suite of rooms is especially suited to his needs, and others are difficult to find. Perchance he dislikes the discomfort and expense of moving, particularly in midwinter. Is there a way in which the landlord can be coerced into providing what is lacking from the essentials of comfort?

THE TENANT'S REFUGE.

The courts and the Health and Tenement House departments are the refuges of the tenant. So far as the law is concerned, the tenant has the right to expect from the landlord whatever is necessary for the "enjoyment" of the premises leased to him. In an apartment house in which the steam heating apparatus is under the control of the landlord, and no provision is made for the supply of heat or hot water by the tenant, the landlord is obliged to furnish these things. The generally accepted standard of heat, apparently, is a temperature ranging from 68 to 72 degrees. The period in New York in which the maintenance of this temperature devolves upon the landlord appears to be between October 1 and May 1. The failure to maintain this temperature creates what the law calls a "constructive eviction"—that is, the landlord has made void the lease and negatively evicted his tenant. The tenant may move to another house without liability to the owner for the rest of the rent due under the terms of the lease.

In connection with one case in this state, the justice stated that the landlord owes a duty to the tenant to see that all appurtenances are kept in proper order, and if he persistently neglects them, and by reason of such neglect the tenant is deprived of heat or water or his apartments are filled with gas or foul odors and become unfit for occupancy, the tenant is deprived of the beneficent enjoyment thereof and the consideration for which he agrees to pay rent, and therefore is constructive eviction.

But what if the tenant does not wish to leave the apartments? How can he compel the landlord to provide heat and other essentials? This question has not been passed upon by the courts in this state.

Charles H. Ayres, jr., a lawyer and an instructor in law at Columbia University, thinks it can be done by securing an injunction. He tried it recently and Justice Giegerich dismissed the petition without deciding the point because the ownership of the house was in doubt. In view of the fact that the petition was dismissed without costs to the applicant, it is thought that under other circumstances the injunction would have been granted.

Mr. Ayres lives in an apartment house on the West Side in the neighborhood of Columbia University. Early in the winter a number of the tenants, including himself, became convinced that the janitor, under orders from the owner, was stinting them in the supply of heat in order to save coal. One of the tenants kept a record of the temperature of his apartment. It was taken four times a day, and in nearly every room in the house. The mercury never rose above 68 degrees, and sometimes it was as low as 40. On Christmas Day the steaming plum pudding was even more enjoyed by the family than customarily, for the mercury vibrated between 44 and 58 degrees. The head of the household wrote to the landlord. "We give you," was the reply, "as much heat as an apartment of this kind requires. We do not expect to give you a Turkish bath in your apartment." This was not consoling to a man whose child and servant had been sick because of the absence of a proper amount of heat. Visitors were obliged to keep their wraps on when they made calls. The family physician declared that the rooms were not fit for habitation.

Another tenant complained. The landlord called attention to the fact that there was nothing in the lease about heat and asserted that he was not obliged to give tenants heat unless he chose to do so. When the janitor was asked for more heat by the wife of another tenant he became impertinent.

CAN TENANT WITHHOLD RENT?

"Bench and Bar," a legal magazine published for lawyers, in discussing the troubles of the tenant, said in its last number: "Regarding a landlord's failure to furnish heat as (1) a constructive eviction, and (2) breach of the lessor's implied covenant that the lessee shall have quiet and beneficial enjoyment, we may consider what the tenant may do within his rights.

"First, he may surrender possession and be released from liability for further rent, and, if he surrenders between the rent periods, he may counterclaim," or sue for the return of any money which he has paid in advance, "for the value of the premises during the unfinished month or other period for which the rent instalment was due under the terms of the lease." "Bench and Bar" also believes that the landlord could be held liable for the expenses of removal in the case of "constructive eviction."

"Second," continues "Bench and Bar," "suppose the tenant does not desire to submit to a constructive eviction, but prefers to retain the premises, and, so far as he is able, to compel the landlord to make him comfortable. What may he do? As the landlord is under an implied covenant to furnish heat, a breach under the most elementary principles of law would give the tenant the right to heat his apartment himself at the landlord's proper cost and expense. The lessee might, therefore, after notice to the landlord, procure oil or gas heaters sufficient in size and number to render his tenement habitable (though he would not be bound to do this), and then require the landlord to pay for the heaters and for the fuel consumed." His method of compelling the landlord to do this would be by suit for the amount, he having paid his rent according to the terms of the lease. If he has not paid his rent for the period in which he has had no heat the landlord may not have the tenant summarily evicted for non-payment of rent, for he has himself violated the implied terms of the lease.

The legal magazine refers to a case in which it has been decided that when a landlord makes alterations on a building which seriously interfere with the "enjoyment" of the premises, the tenant may voluntarily leave it without being liable for further rent under the terms of the lease, on the ground that it is a "constructive eviction." "Nor is there any reason apparent," concludes the "Bench and Bar," "why the tenant might not have an injunction to compel performance of a heat covenant, express or implied, by his landlord."

Wherever public health and safety are concerned the Tenement House and Health departments may be utilized by the tenant to secure rights. These departments have an authority which permits rapid action in abating evils.

In recent years there has been a specialization in the construction of apartment houses. There are buildings intended solely for bachelors and apartment hotels. In the rooms in neither of these is cooking permitted, the prohibition being specified in the lease. In the case of the bachelor apartment the lease states that "ordinary house service" will be provided by the landlord. What is included in this term, apparently, has not been defined by the courts yet. In a recent case a tenant of a bachelor apartment vacated his rooms because the chimney and fireplace in one of them refused to draw, and, as a consequence, whenever a fire was lighted the room was filled with smoke and soot. The landlord sued for the amount of his rent for the period of the lease. The former tenant replied to the suit that not only was the fireplace and flue not as represented, but the "house service" was not what he had expected it to be. This, he asserted, was to include the supplying of breakfast and dinner when required by tenants, the blacking of the tenants' boots, a supply of ice water and the making and maintenance of fires in the grates, besides the cleaning and care of the rooms. This "house service," the defendant declared, the landlord refused to provide. The interesting point as to whether a valet's services were also "ordinary house service" was not decided legally, for when the case came to trial the defendant, who was a Cotton Exchange broker, did not care to spend the day in court, for it was a lively day on 'Change, and let the case go.

Real estate men define "house service" to mean care of the rooms. The superintendents of bachelor apartments are permitted to conduct a valet service by private arrangement with the tenants.

In another instance a tenant gave up his apartment before the termination of his lease because the quality of the table furnished in the restaurant run in connection with the house had deteriorated. In the suit which followed he asserted that, while the lease did not specify that a restaurant was to be a feature of the building, yet one of the inducements held out to him when he was considering taking an apartment was excellent meals without leaving the premises. This he considered one of the terms of the lease. The court decided that the restaurant was simply a convenience, whose use was optional with the tenant, and therefore the landlord could not be held responsible under the lease for the character of the meals.

Tenants have more rights than they realize. If the tenant is willing to take the trouble he can secure them. In general, it may be said that if the essentials for the "enjoyment" of the premises are under the sole control of the landlord the tenant can compel the landlord to furnish them, even if they are not specified in the lease.

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