

*Faculty
Riefler House*

April 22, 1948

Dear Mr. Leidesdorf:

Before leaving for Washington today, Dr. Oppenheimer asked me to write you about a matter he thinks needs immediate attention. As you know, Professor Riefler is planning to leave the Institute. He is anxious to put through the sale of his house as soon as possible as he is in need of capital. He definitely does not wish to rent.

Professor Riefler estimates the cost of the land and house to be about \$31,000. The Institute sold him the land and took out a mortgage on the property. The unpaid mortgage now amounts to about \$18,000. Professor Riefler thinks on the present market the house would sell in the neighborhood of \$50,000, but of course he recognizes that the option held by the Institute may depress the market value below this figure.

It is Dr. Oppenheimer's opinion that the Institute should try to keep this property for Institute use. There is a possibility that Professor Cherniss might be interested in it. Since Professor Riefler wishes to sell without delay, Dr. Oppenheimer hopes that you will be willing to take responsibility for whatever action is necessary, and of course, Mr. Bradley will be glad to act as your agent.

I know that Dr. Oppenheimer feels the whole matter is somewhat delicate and he is anxious to act with discretion and with friendliness.

Attached are the latest assessment figures on the Riefler property. In our files there is a draft agreement between Professor Riefler and the Institute to which is attached a revised recapture clause stating the terms of our option and our rights to re-sell. We are not sure that this is the most recent instrument but we have asked Mr. Maass' office to check on this. I shall send a copy of it to you anyhow but I am sending this letter off right away as we would appreciate your advice as soon as possible.

Yours sincerely,

(Mrs. John D. Leary)

Samuel D. Leidesdorf, Esq.

Copy to Mr. Maass

P.S. Mrs. Riefler has just phoned that there are people looking at the house today.

THE INSTITUTE FOR ADVANCED STUDY

Founded by Mr. Louis Bamberger and Mrs. Felix Fuld

PRINCETON, NEW JERSEY

Riefler file
Document folder
May 6, 1948

Dear Admiral Strauss:

Dr. Oppenheimer has asked me to tell you that the Institute has bought Professor Riefler's house for \$42,500. There has been no decision as to what use the Institute will make of the house.

The 1947 taxes on the property were \$494.96; the assessment was \$14,000 for land and building.

Yours sincerely,

(Mrs. John D. Leary)

Rear Admiral Lewis L. Strauss
U. S. Atomic Energy Commission
Washington, D. C.

10 March 1945

Maase and Davidson
20 Exchange Place
New York City 5

Attention: Mr. David Weston

Dear Mr. Weston:

Thank you for sending us the copy of
the correction deed from the Institute to Professor
and Mrs. Riefler, dated as of February 1, 1938.

Very sincerely,

Bernetta A. Miller
Director's Office

10 March 1945

Mr. Douglas W. Smith
First National Bank Building
Princeton, New Jersey

Dear Mr. Smith:

I am handing you herewith a copy of the
correction deed from the Institute to Professor and Mrs.
Riefler, dated as of February 1, 1933.

When you have finished with this, will
you please hand it or mail it directly to me unless a
specific request is made for it from Dr. Aydelotte of
Treasurer's Office or Mr. Maass.

Very sincerely,

Bernetta A. Miller
Director's Office

Enclosure

Maass & Davidson
Attorneys

Cable Address "Maasherb"

Herbert H. Maass
William C. Davidson
Monroe L. Friedman
David J. Levy

20 Exchange Place

New York 5, March 9, 1945.

Institute for Advanced Study,
Fuld Hall,
Princeton, N. J.

Attention: Miss Bernetta A. Miller

Dear Miss Miller:

At the request of Mr. Schnell, I enclose herewith a copy
of the correction deed from the Institute to Professor and Mrs.
Riefler, dated as of February 1, 1938.

DCW:RS
Encl.

Yours very truly,
David J. Levy

January 10, 1945

Dear Mr. Schur:

I returned Riefler's contract to your secretary yesterday afternoon and send you my warmest thanks for it. I have made copies of all the four documents as a guide in preparing contracts for Lowe and Earle. In the course of my study of these documents, I remembered that the recapture clause in the first agreement had at the time seemed unsatisfactory to all of us including Professor Riefler, and that a new recapture clause had been prepared.

Professor Riefler is of the opinion that the new recapture clause had been formally embodied in his contract and in the contracts of Meritt, Weyl, and Panofsky, as well as Professor Wheeler, if we made a similar arrangement with him.

I enclose in this letter copies of the old recapture clause and the new one and should be grateful if you would look through your files and see whether the new recapture clause has been substituted for the old one in these contracts. If that has not been done, we ought to make arrangements to do it. The members of the Faculty will be entirely willing to have this done.

Yours sincerely,

Frank Aydelotte

Mr. Ira A. Schur
125 Park Avenue
New York, N. Y.

FA:EK

Enclosures 2

C.C. to Mr. H. H. Maass

January 7, 1941

Mr. Ira A. Schur
The Institute for Advanced Study
125 Park Avenue
New York City

My dear Mr. Schur:

I send you herewith Township of Princeton
bill for taxes on the property of Professor Riefler
for first and second quarters, 1941.

Very truly yours,

ESTHER B. SALLEY
Secretary

ESB

January 25, 1940

Professor Winfield W. Riefler
Battle Road Extension
Princeton, N. J.

Dear Professor Riefler:

We are enclosing herewith statement showing assessment for real estate taxes on your property for the years 1938 and 1939, also monthly deductions made from your salary during the year 1939 to cover 1939 taxes.

You will recall that deductions for real estate taxes were also made during the year 1938, aggregating \$416.70, and that, under date of December 21, 1938, this amount was refunded to you, inasmuch as we had been informed that real estate taxes would not be assessed against the improvements on your property for the year 1938. You were also advised at that time that we would communicate with you when we had received sufficient information to enable us to determine the amount of your proportionate assessment for the year 1938 for tax on land. When the 1939 real estate tax bills were received, they were compared with the 1938 tax bills, disclosing a number of variations. This necessitated detailed investigation which disclosed that improvements on your property were taxed for the year 1938 based on an assessed valuation on the improvements in the amount of \$2,500.00.

Your tax bill for the year 1939 shows the following assessments:

Land	\$2,000
Building	12,000
Personal	800
Deduction	600
Net valuation taxable	14,200

You will note from the enclosed statement that there is an amount due the Institute of \$62.23, covering unpaid balances of 1938 and 1939 real estate taxes.

Professor Winfield W. Riefler

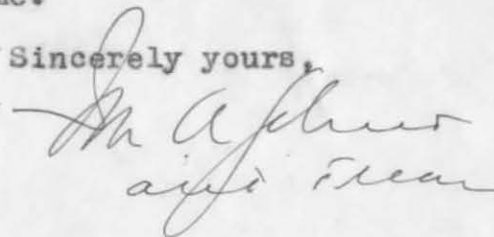
-2-

January 25, 1940

Monthly deductions for real estate taxes during the year 1940 will be based on the last assessment available, that of 1939. The 1940 monthly deductions will be made at the rate of 1/12 of \$466.56, or \$38.88. The small difference between this amount and the deduction of \$41.67 from the check sent to you as of January 1, 1940, will be adjusted on the February 1, 1940 payment. You understand, of course, that these deductions are being made for 1940 real estate taxes, the exact amount of which we will not know until the latter part of the year, at which time we will communicate with you if any differences are disclosed.

If the above is not entirely clear, please do not hesitate to communicate with me.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "M. A. Riefler", with a flourish underneath.

Enc.

PROFESSOR WINFIELD W. RIEFLER
In Account With
THE INSTITUTE FOR ADVANCED STUDY

Real Estate Taxes - Block 14 - Lot 14:

Land for year 1938

\$21.50

February 1, 1938 to December 31, 1938 - 11 months

\$19.71

Building for 1938

76.00

95.71

Land and building for 1939

466.56

562.27

Less:

Deductions from Salary for Real Estate Taxes:

December 31, 1938

\$41.67

January 31, 1939

41.67

February 28, 1939

41.67

March 31, 1939

41.67

April 30, 1939

41.67

May 31, 1939

41.67

June 30, 1939

41.67

July 31, 1939

41.67

August 31, 1939

41.67

September 30, 1939

41.67

October 31, 1939

41.67

November 30, 1939

41.67

500.04

Balance

\$62.23

April 8, 1939

Dear Professor Riefler:

Your letter of March 18 was received while both Mr. Maass and Dr. Flexner were away. In the interests of time I therefore referred your questions to Mr. Weinstein, and today I have received his reply, from which I quote as follows:

"I am inclined to believe that Professor Riefler misunderstands the terms of the option to re-acquire the Professor's property. If he will examine the copy of the deed which he has, at pages 5 and 6 he will find that if the option is exercised, the Institute will pay to him \$1,500.00 with 4% interest thereon for the land and the appraised value of the buildings and improvements on said land.

It is the intention of the Institute that the term 'improvements' include the construction work relating to roads, sewers and other improvements in connection with his lot.

I trust that this satisfactorily explains the doubt in his mind.

As to the objections of Professor Panofsky that the Institute could exercise its option to re-purchase the property on as little as thirty days' notice, please advise Professor Panofsky that if at any time he desires to rent his home and the tenant raises the objection suggested by Professor Panofsky, the Institute will enter into an agreement with the tenant wherein and whereby the Institute will agree not to exercise said option unless it gives six months' prior notice of its intention to do so.

I trust that this satisfactorily answers your letter of the 21st inst., as well as the various objections raised by Professors Riefler and Panofsky."

I have written to Professor Panofsky regarding Mr. Weinstein's reply.

Sincerely yours,

ESTHER S. BAILEY

Professor Winfield W. Riefler

THE INSTITUTE FOR ADVANCED STUDY

SCHOOL OF ECONOMICS AND POLITICS

PRINCETON, NEW JERSEY

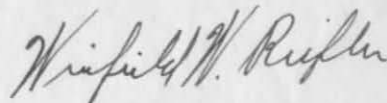
March 18, 1939

Dear Mrs. Bailey:

I am enclosing the signed Second Mortgage, Bond, and Correction Deed. In the case of the latter, that is the Correction Deed, I wonder if it would not be well to defer registration (if that is what is done with a document like this) until Mr. Maass and Mr. Leidesdorf have had a conference with Dr. Flexner. The present Deed provides only \$1,500 for payment by the Institute with respect to the land on which our houses are built, whereas the actual final cost of the land including the roads and utilities is close to \$3,000. This is the subject that I took up with Dr. Flexner last autumn. Professor Panofsky also informs me that he has raised it. If the Deed is to be changed again to take account of this increased outlay, it might save time and effort to defer registering the present document until the change is made.

Professor Panofsky is also worried by the fact that the repurchase option requires only 30 days between a serving of notice and the transfer of the property. He fears that this option would, or might, interfere with the rental possibilities of our houses on the grounds that prospective tenants would fear to rent them if they were subject to evacuation on such short notice as is contemplated in the present clause. From the point of view of the Institute, I see no advantage whatever with respect to the immediacy with which the option can be exercised. I should think that the Institute would be perfectly willing to be required to give a considerable period of notice of its intention to exercise the option for repurchase.

Very sincerely yours,



Winfield W. Riefler

Mrs. Esther S. Bailey, Secretary

Institute for Advanced Study

Princeton, N. J.

(Enclosures)

THE INSTITUTE FOR ADVANCED STUDY

MR. LOUIS BAMBERGER AND MRS. FELIX FULD FOUNDATION

OFFICE OF THE TREASURER

125 PARK AVENUE

NEW YORK, N. Y.

TREASURER

SAMUEL D. LEIDESDORF

ASSISTANT TREASURER

IRA A. SCHUR

October 14, 1938

Dr. Winfield W. Riefler,
Battle Road Extension,
Princeton, New Jersey

Dear Dr. Riefler:

The Institute has now received what appears to be the final bills in connection with your property.

During the course of construction of your house, architects' requisitions were received by the Institute and paid by them. These requisitions had previously been submitted to you for approval. In addition, certain invoices also approved by you were submitted to the Institute for direct payment. Requisitions on architects' services and payments of invoices represent the items contained in the total of "direct payments" listed below.

In addition, payment was made by the Institute for construction of road, sewer, plot development, electric facilities, etc. These facilities cover the entire plot set aside for professors' housing and amounts so expended have been allocated proportionately to the professors' houses now constructed and to the remaining vacant lots. You will find below a summary of the amounts directly expended for your property, as well as your proportionate share of the cost of the items constructed for the benefit of the entire housing property.

Direct payments	\$27,748.72
Land	1,500.00
Road	920.44
Sewer	325.10
Plot development	33.67
Electric contract	<u>104.09</u>
Total	<u>\$30,632.02</u>

You will note that the total amount representing the final cost of the property exceeds the present mortgage thereon in the sum of \$2,112.02. Mr. Maass has advised us that he will prepare an additional mortgage to cover this excess.

Dr. Winfield W. Riefler - Page 2

October 14, 1938

In accordance with previous advices to you, monthly deductions have been made from your salary covering interest, principal, estimated real estate taxes, insurance, etc. These deductions had been made on a tentative basis pending receipt of final information. While we have not received information concerning the exact amount of real estate taxes for the year, we have recalculated the monthly deductions which will now be made on the following basis:

Mortgage - principal sum	\$30,632.02	
Monthly payment on interest and principal at \$6.06 per M		\$187.86
Estimated real estate taxes 1/12	500.00	41.67
Fire insurance paid (3 years) 1/36	29.44	.82
Annual life insurance premium 1/12	372.68	<u>31.06</u>
Total		<u>\$261.41</u>

You will appreciate that it will be necessary for us to adjust the monthly deductions from time to time as conditions require. For example, when the exact amount of the real estate taxes is finally determined, we will adjust the monthly figure. As and when additional fire insurance premiums are paid, we will similarly make the necessary adjustments.

In accordance with the agreement, salary deductions were made beginning with March 1, 1938, and the total of such salary deductions through payment made October 1, 1938, amounted to \$2,025.36. The amounts which should have been deducted for this period would aggregate \$2,091.28 representing eight monthly deductions of \$261.41 each. There is, therefore, a balance due to the Institute of \$65.92. At your convenience, we would appreciate your check in this amount.

We would greatly appreciate it if you would forward to us promptly any bills received by you in connection with real estate taxes, fire or other insurance covering building, and premium on life insurance policy. The Institute will then pay this bill and will make monthly deductions over the period covered by such payment.

Sincerely yours,

THE INSTITUTE FOR ADVANCED STUDY


Treasurer

Housing

June 30, 1938

Dear Mrs. Riefler:

I have been unable to get action on this on the part of the Institute, so that I am sending the bill to you for payment, as I know that you wished it paid fairly promptly.

bill
A.E. Young
R.D.#3
Trenton, N.J.
\$ 315.69

I hope that you had a good trip to Cape Cod, although I wonder, for we had a storm late Sunday afternoon, and it rained all day Monday, as Miss Wise undoubtedly only too well knows.

Dr. and Mrs. Flexner and Miss Eichelser returned on the Normandie on Monday. Mrs. Flexner sounded fine on the telephone, and the other two look very well, in spite of their busy trip. It is too bad that you are not here to see them. Dr. and Mrs. Flexner go to Canada as early as possible next week. Miss Eichelser will be here in July and take her vacation in August. I shall get away perhaps towards the end of next week, although Princeton weather is so delightful now that one wouldn't mind staying here while it lasts.

With kindest regards to you all,

Very sincerely yours,

Mrs. Winfield W. Riefler
Orleans, Massachusetts

ESTHER S. BAILEY

April 26, 1938

Dr. Winfield W. Riefler
Battle Road Extension
Princeton, N. J.

Dear Dr. Riefler:

Enclosed you will find check representing April salary less deductions, as per statement sent to you last month.

The amount actually paid by the Institute for the annual life insurance premium was \$372.68. If agreeable to you, however, we will delay the adjustment of this item until final determination of the other estimated items.

Very truly yours,

THE INSTITUTE FOR ADVANCED STUDY

(Signed) Ira A. Schur

Assistant Treasurer

March 31, 1958

My dear Mr. Leidesdorf:

I am sending to you herewith, for
payment by the Institute, a bill in connection with
the housing project for the professors of the Institute
as follows:

Frank Zupardi March 28, 1958
321 Witherspoon Street
Princeton, New Jersey
For building terrace between house
and garage walks
For building terrace and walks on
rear of house, hauling 3 loads of dirt
and leveling

For the residence of Professor Riefler \$80.00

Very truly yours,
ESTHER S. BARLEY

Mr. Samuel D. Leidesdorf
125 Park Avenue
New York City

ESB

THE INSTITUTE FOR ADVANCED STUDY
SCHOOL OF ECONOMICS AND POLITICS

69 Alexander Street
Princeton, New Jersey

March 24, 1938

Mrs. Esther S. Bailey, Secretary
The Institute for Advanced Study
Princeton, New Jersey

Dear Mrs. Bailey:

I am extremely sorry that my action in asking the Walter B. Howe Agency to forward insurance policies on my house at Battle Road Court and future bills for insurance to the Institute raised sufficient question to call for an opinion from the counsel of the Institute. The action was entirely innocent on my part. I had felt that the taking out of insurance on the property was at this stage a greater protection to the Institute which holds the mortgage than for the owner, whose personal equity in the property is negligible, and that my decision to add to the ordinary fire protection further protection against more remote contingencies would be welcomed as an evidence of good faith on my part.

To keep the record straight, I had already paid directly premiums amounting to something over \$80.00 covering \$25,000 fire insurance on my property during the next three years. These might have been sent to the Institute, but when the bills arrived I thought it was simpler to pay them directly rather than go through the red tape of forwarding them to you for payment. Later, the Howe Agency told me of the additional hazard insurance noted above and I agreed to take it as additional protection, inasmuch as it amounted to only \$31.54 every three years. Shortly after this the Institute began to regularize procedure and I notified the Howe Agency to send all of the insurance policies to the Institute and to render bills to them hereafter. I was under the impression that this was in accordance with the program.

Mrs. Esther S. Bailey

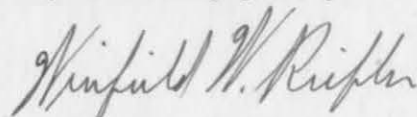
-2-

March 24, 1938

In order to avoid further complications I have today paid the Howe Agency \$31.54 covering this additional bill. This means that my full insurance commitments on the house have been paid during the coming three years.

If it would be more convenient to the Institute, I should be perfectly willing to continue the policy of paying these directly.

Very sincerely yours,

A handwritten signature in cursive script, reading "Winfield W. Riefler". The signature is written in dark ink and is positioned above the printed name.

Winfield W. Riefler

Re Housing project for professors of the Institute

February 2, 1938

Mr. Samuel D. Leidesdorf
125 Park Avenue
New York City

My dear Mr. Leidesdorf:

Inasmuch as Professor Winfield W. Riefler will move to his new home in February, 1938, and make his first payment on his indebtedness to the Institute on March 1, 1938, said payment to be deducted from his salary check for the month of February, 1938, I am sending to you herewith, for payment by the Institute, the following bills for premiums on insurance policies of Professor Riefler:

<u>Home Life Insurance Company</u>	\$372.68
256 Broadway, New York City	
Premium on Policy 446981, due Feb. 18, 1938	
 <u>Walter B. Howe, Inc.</u>	 \$ 29.44
94 Nassau Street, Princeton, N. J.	
Policy No. 3420	

Very truly yours,

ESTHER S. BAILEY

Secretary

ESB

FIRST AGREEMENT

A G R E E M E N T, made this first day of February, 1938, by and between INSTITUTE FOR ADVANCED STUDY--LOUIS BAMBERGER AND MRS. FELIX FULD FOUNDATION, of Princeton, New Jersey (hereinafter called the "Institute"), party of the first part; WINFIELD W. RIEFLER, of Princeton, New Jersey, (hereinafter called the "Purchaser") party of the second part, and DOROTHY RIEFLER, of Princeton, New Jersey, (hereinafter called "Purchaser's Wife"), party of the third part.

WHEREAS, the Institute is a corporation organized under and pursuant to the provisions of an act of the State of New Jersey entitled, "An Act to incorporate associations not for pecuniary profit", approved April 21, 1898, and the several amendments thereof and supplements thereto; and

WHEREAS, the Purchaser is a member of the faculty of the Institute and desires to purchase a plot or parcel of land in the vicinity of the Institute's educational activities and erect thereon a private dwelling, provided that said Purchaser can obtain a loan to accomplish this purpose; and

WHEREAS, the Institute is willing to sell to the Purchaser such a plot or parcel of land and to advance a sum sufficient to erect a dwelling thereon, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) interchangeable in hand paid and other good and valuable considerations, the receipt whereof is hereby acknowledged,

W I T N E S S E T H :

FIRST: The Institute agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Institute the following described premises, to wit:

Beginning at a point in the westerly line of lands of Robert J. Turnbull, 3rd, et al, said point bearing South Twenty-four degrees twenty-three minutes East ($S 24^{\circ} 23' E$) one hundred ninety-nine and ninety-eight hundredths (199.98) feet, along said line of lands, from a point in the southeasterly line of Mercer Street, which point bears North thirty-nine degrees twenty-nine minutes East ($N 39^{\circ} 29' E$) six hundred sixty-eight and ninety-six hundredths (668.96) feet from a monument at the intersection of the said southeasterly line of Mercer Street with the easterly line of a proposed street, and running thence

(1) along the westerly line of lands of Robert J. Turnbull, 3rd, et al, South twenty-four degrees twenty-three minutes East ($S 24^{\circ} 23' E$) one hundred fifty and thirty-seven hundredths (150.37) feet to a point in the northerly line of lands of Howard R. Butler, Jr., et ux; thence

(2) along said line of lands South sixty-five degrees twenty-six minutes West ($S 65^{\circ} 26' W$) twenty and six tenths (20.6) feet to a point corner to lands of Edmund J. Saunders et ux; thence

(3) along said lands South thirty-nine degrees twenty-eight minutes West ($S 39^{\circ} 28' W$) one hundred eight and thirty-three hundredths (108.33) feet to a point; thence

(4) along other lands of the Institute for Advanced Study, North twenty-four degrees eleven minutes West ($N 24^{\circ} 11' W$) nineteen and fifty-two hundredths (19.52) feet to a point; thence

(5) still along the same South eighty-two degrees thirty minutes thirty seconds West ($S 82^{\circ} 30' 30'' W$) one hundred seven and forty-seven hundredths (107.47) feet to a point in the easterly line of a private right of way; thence

(6) northerly along said line of said right of way, along a curve bearing to the left with a radius of sixty (60) feet, a distance of sixty-nine and ninety-seven hundredths (69.97) feet, the chord of said curve bearing North twenty-nine degrees forty-one minutes West ($N 29^{\circ} 41' W$) sixty-six and seven hundredths (66.07) feet to a point; thence

(7) along other lands of the Institute for Advanced Study, North forty-five degrees forty-seven minutes East ($N 45^{\circ} 47' E$) two hundred forty and ninety-nine hundredths (240.99) feet to the place of beginning.

TOGETHER with a right of way, in common with the owners of other premises to whom a similar right of way has been or may be granted by the Institute for Advanced Study, to lay, construct, erect and to keep, maintain, repair or remove sewers, sewer pipes, underground water and gas mains and conduits, if the same shall be found necessary, over, through, across and upon the following described premises:

Beginning at the northwesterly corner of the above described premises, said corner being in the easterly line of a private right of way, and running thence;

(1) northwesterly, along said right of way, along a curve bearing to the left with a radius of sixty (60) feet, a distance of twenty-two (22) feet, more or less, to a point; thence

(2) along other lands of the Institute for Advanced Study, parallel to and twenty (20) feet northwesterly from the northwesterly line (being the seventh course) of the above described premises, measured at right angles thereto, North forty-five degrees forty-seven minutes East (N 45° 47' E) one hundred and sixteen (116) feet, more or less, to a point; thence

(3) still along said other lands South fifty degrees thirty-one minutes East (S 50° 31' E) twenty and twelve hundredths (20.12) feet to a point in the northwesterly line of the above described premises; thence

(4) along said line South forty-five degrees forty-seven minutes West (S 45° 47' W) one hundred eight and forty-five hundredths (108.45) feet to the place of beginning.

Said parcel is sold subject to:

(1) Building restrictions and regulations of the Town of Princeton, the County of Mercer and State of New Jersey.

(2) Covenants, restrictions and agreements of record.

(3) Rights and easements, in favor of the Institute, its successors or assigns or any public utility company, its successors or assigns, to use wires in the street in front of said parcel and to maintain and use wires upon and across said parcel in so far as the same may affect the premises hereinabove described.

(4) An easement in favor of the Institute, its successors or assigns, or its nominee or nominees, or licensee or licensees, and as well its servants, agents and employees, to enter upon said premises to lay, construct and erect and to keep and maintain therein or thereon sewers, sewer pipes, water or gas mains, fire plugs and hydrants, telephone or electric poles or conduits with the usual and

ordinary appurtenances, but nothing herein contained shall be deemed to obligate the Institute to construct, erect, keep or maintain therein or thereon such sewers, sewer pipes, water or gas mains, fire plugs and hydrants; telephone or electric poles or conduits or any appurtenances thereto.

No part of any street, avenue or road on which the above described parcel may abut is included in this sale.

The Purchaser further covenants and agrees and the deed to be executed and delivered by the Institute hereunder shall provide that neither he, nor his successors nor assigns will erect, maintain or carry on, nor permit or procure or allow to be erected, maintained or carried on, upon any part of the premises hereinabove described, any brewery, distillery, malt or ale house, saloon, gaming house, slaughter house, grain elevator, factory, mine, stone quarry, stone crusher, sand pit, brass foundry, saw mill, tin, nail or other iron foundry, lime kiln, sugar bakery, tallow chandlery, power house, gas works, coal yard, lumber yard, crematory, hospital, asylum or institution of like or kindred nature, hotel, boarding, rooming or lodging house, wholesale or retail store, public garage, automobile salesroom or service station, stable of any kind, cattle yard, hog pen, dog or cat kennels, wild animals, fowl house or yard, privy vault, nor any business of any kind, whether or not the same be herein specifically mentioned, nor shall any cattle, hogs, live stock or live poultry, vicious dogs or wild animals of any kind be kept, maintained or permitted, nor any establishment for the making of soap, candles, starch, vitriol, glue, ink, turpentine, oil, vinegar, lampblack, gunpowder, dynamite or other explosives, fireworks,

baking powder, cream of tartar, gas, asphalt, fertilizer, bone boiling, or the dyeing, dressing or preparing of skins, hides or leather, nor any noxious, noisy, dangerous or offensive thing, trade or business or use of the property whatsoever.

Said premises shall not be subdivided, sold, conveyed, mortgaged or transferred in any manner except as one entire plot, except that with the consent of the Institute, its successors or assigns, a portion of said premises may be sold and conveyed to the owner or owners of abutting plots for the purpose of modifying the boundaries of their respective plots.

The foregoing covenants shall be and shall be construed to be real covenants running with the land and shall be binding upon the Purchaser, his heirs, executors, administrators and assigns.

The covenants herein contained may be modified at any time by agreement in writing between the then owner of said parcel of land and the Institute or its successors or assigns.

In consideration of the sale of said premises and as a condition thereto, the Purchaser, for himself, his heirs and assigns, does hereby covenant and agree to and with the Institute, its successors and assigns, that the Institute, if it shall, in its absolute discretion, deem it necessary to reacquire and regain title to the said premises for use in connection with any purpose for which said Institute was organized, shall have, and the Purchaser hereby gives and grants to the Institute, its successors or assigns, for a period of twenty-five (25) years from the date hereof, the right, option and privilege to purchase the same, together with any buildings and improvements thereon, from said Purchaser, his heirs,

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executors, administrators or assigns, free, clear and discharged of rights of dower or curtesy and any and all liens, encumbrances or other right or interest whatsoever in the above described premises, with all buildings and improvements thereon, for a price which shall be equal to the following amount, to wit: A sum equal to the cost of all buildings and improvements upon said premises less depreciation at the rate of two percent (2%) per annum from the date of completion of each of said buildings or improvements, together with interest upon the difference at the rate of four percent (4%) per annum, plus the cost price of the aforesaid premises, together with interest at the rate of four percent (4%) per annum from the first interest payment date to be provided in the mortgage to be given by the Purchaser as hereinafter provided. Said option shall be exercised by a written notice addressed to the then owner of record of said premises and sent by registered United States Mail to the said premises. Said notice shall set forth the time and place at which the deed shall be delivered. It is expressly understood and agreed that the rights of dower or curtesy, and any and all liens, encumbrances or other rights or interests in or upon said premises, shall be deemed to be and shall be released, discharged and null and void as to said premises immediately upon the delivery of a deed to said premises to the Institute, and all persons who shall accept or acquire any such rights of dower or curtesy, or any lien, encumbrance, or other right or interest in or upon said premises, do by the acceptance and acquisition thereof, adopt, ratify and accept and covenant and agree to be bound by this provision and do hereby irrevocably make, constitute and appoint the Institute as his, her or their true and lawful attorney, for and in his, her or their name or names, place and stead, to make, execute and deliver such instruments, re-

leases or other documents as counsel for the Institute shall deem necessary to release said premises from the effect of such right of dower or curtesy or any such liens, encumbrances or other rights or interests in or upon said premises, and any such person holding or owning such right of dower or curtesy, or any such lien, encumbrance or other right or interest in or upon said premises hereby confirms and ratifies any and all such instruments so executed by virtue of this power of attorney.

The foregoing covenants shall be and shall be construed to be real covenants running with the land and shall be binding upon the Purchaser, his heirs, executors, administrators and assigns, and may be appropriately incorporated in the deed to be delivered by the Institute to the Purchaser.

SECOND: The deed to be delivered by the Institute to the Purchaser shall be in proper form for record and shall contain such terms, covenants or conditions as are contemplated hereby or as shall be deemed necessary to carry out the intents and purposes of this agreement, and shall be duly executed and acknowledged by the Institute, at its expense, so as to convey to the Purchaser the fee simple to said premises, subject, however, to the various matters herein provided for.

Taxes, assessments and water charges are to be apportioned as of the date of the delivery of the deed.

The purchase price is the sum of \$1,500, payable by the Purchaser in the manner hereinafter set forth.

THIRD: The Purchaser covenants and agrees to erect on the said premises, within six months from and after the delivery of the deed herunder, a one-family private dwelling house, with or without a

garage, costing in the aggregate not less than \$23,200, and that said dwelling shall be erected in accordance with plans and specifications to be approved by the Institute and filed with and duly approved by such municipal, county or state authorities as may have jurisdiction thereof.

For the purpose of erecting said dwelling, the Institute agrees to lend to the Purchaser and the Purchaser agrees to borrow from the Institute, the sum of \$27,020, or so much thereof as shall at any time be advanced by the Institute with interest upon each amount so advanced from the date when such advance was made to the date of payment at the rate of four percent (4%) per annum, and the Purchaser agrees to repay and secure the repayment of said sum in the manner hereinafter set forth.

The advances to be made by the Institute to the Purchaser upon said loan shall be made as the Institute shall determine but substantially in accordance with the following schedule:

Fifty percent (50%) of the amount agreed to be loaned to the Purchaser upon the full enclosure of the building.

Ten percent (10%) thereof when the walls of said building are completely covered by brown mortar.

Fifteen percent (15%) thereof when standing trim is completed in said building.

The balance of said amount when the building is fully completed as evidenced by a certificate of occupancy or similar certificate issued by the governmental agency authorized to issue same.

FOURTH: The Institute agrees to make said loan, and the Purchaser agrees to take said loan, on the terms and conditions hereinabove set forth and also as follows:

(1) That the Institute may require five (5) days' notice in writing from the Purchaser before an advance shall be called for.

(2) That no advance shall be due unless, in the judgment of the Institute, all work usually done at the stage of construction when the advance is made payable be done in a good and workmanlike manner, all materials and fixtures usually furnished and installed at that time are furnished and installed, and evidence is furnished satisfactory to the Institute that all previous advances had been used in payment of labor, materials and fixtures furnished and installed in or upon said premises, and the certificate of an architect, who is a member of the American Institute of Architects is furnished to the Institute certifying that said advance may be properly made hereunder, but the Institute may advance parts or the whole of any installments before they become due, if the Institute believes it advisable so to do, and all such advances or payments shall be deemed to have been made in pursuance of this agreement.

(3) That the Institute or any holder of the bond and mortgage to be given as hereinafter provided may extend the payment of the principal secured by said bond and mortgage, and any extension so granted shall be deemed made in pursuance of this agreement and not to be a modification thereof.

(4) That the Institute or any holder of said bond and mortgage may employ a watchman to protect the buildings from depredation or injury, and the expense of so doing shall be deemed an advance by the Institute and secured by said bond and mortgage.

(5) That if the construction of said buildings be at any time discontinued or not carried on with reasonable despatch in the judg-

ment of the Institute, said Institute or any holder of said bond and mortgage may purchase materials and employ workmen to protect said buildings so that the same will not suffer from depredation or the elements, or to complete said buildings so that they may be used for the purpose for which they are designed under the said plans and specifications.

(6) That all the sums so paid or expended shall be deemed advances to the Purchaser and secured by said bond and mortgage and may be applied at the option of said Institute or any holder of said bond and mortgage to any advances thereafter becoming due.

(7) That in the event of the death of the Purchaser prior to the completion of the buildings hereinabove described, then the obligation of the Institute to make further advances to the Purchaser's executors or administrators shall at the option of the Institute cease and determine, and all sums theretofore advanced by the Institute shall be deemed advances under this agreement. However, if the Institute elects to make advances to said executors or administrators, then any and all sums so advanced by the Institute shall be deemed advances under this agreement as if made to the Purchaser in his life time and shall be secured by said bond and mortgage.

(8) That the Purchaser will duly file with the Clerk of Mercer County and with any and all other authorities necessary, the building contract and all amendments thereto and all plans and specifications and amendments thereto in connection with said buildings for the purpose of limiting the right of any laborer, materialman, contractor or any other person to file a mechanic's lien against said premises.

(9) That the Purchaser covenants and agrees not to do any act or thing prohibited by the terms of this agreement, and it is expressly

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agreed that in any of the following events all obligations on the part of the Institute to make said loan or to make any further advances shall, if the Institute so elect, cease and terminate, and the said bond and mortgage shall, at the option of the holder thereof, become immediately due and payable, but the Institute may make advances without becoming liable to make any other advances:

(a) If the loan is to be advanced in more than one payment and any payment be requested and the attorney for the Institute shall not approve of the payment requested because of some act, encumbrance or question arising after the making of the preceding payment;

(b) If the purchaser assigns this contract or said advances or any interest thereunder, or if said premises be conveyed or encumbered by mechanic's liens or in any other way without the consent of the Institute;

(c) If the improvements on said premises or any building which may be erected upon said premises shall materially encroach upon any street or upon adjoining property;

(d) If the improvements on said premises be, in the judgment of the Institute, materially injured or destroyed by fire or otherwise;

(e) If the Purchaser shall fail to comply with any of the covenants contained in the bond and mortgage;

(f) If any materials, fixtures or articles used in the construction of the buildings or appurtenant thereto be not purchased so that the ownership thereof will vest in the owner of said premises free from chattel mortgages, conditional bills

of sale or other encumbrances on delivery at the premises;

(g) If the Purchaser does not erect said buildings in accordance with the plans and specifications approved by the Institute and approved and filed by and with such municipal, county or state authorities as may have jurisdiction thereof;

(h) If the owner of said premises does not permit the Institute or a representative of the Institute to enter upon said premises and inspect the buildings thereon at all reasonable times;

(i) If the construction of said buildings be at any time discontinued or not carried on with reasonable despatch in the judgment of the Institute;

(j) If by reason of the death of any owner of said premises, the heirs, devisees or legal representatives of such owner shall permit or allow said construction of the buildings to be discontinued for a period of thirty days;

(k) If the Purchaser makes any conditional purchases of or executes any chattel mortgage on any materials, fixtures or articles used in the construction of the buildings or appurtenant thereto:

(l) If the Purchaser fails to comply with any requirement of any municipal, county or state authority having jurisdiction of said premises or any buildings thereon, within thirty (30) days after notice in writing of such requirement shall have been given to the said Purchaser by the Institute.

FIFTH: Heretofore and on or about the 18th day of February, 1937, the Purchaser caused The Home Life Insurance Company to issue a twenty year family income policy upon his life in the face amount

of \$11,000, bearing No. 446981 and upon which he pays an annual premium of \$399.08 and said policy has been duly assigned to the Institute as its interest may appear. The parties hereto do hereby agree that in the event of the death of the Purchaser prior to the repayment of the aggregate of said loan and the purchase price of the aforementioned parcel and any other advances made by the Institute to the Purchaser or in his behalf, including any premiums paid by the Institute on said policy, then the proceeds of said policy shall first be applied in payment of the aforementioned aggregate indebtedness with interest at the rate of four percent (4%) per annum before any distribution of said proceeds shall be made in accordance with the tenor of said policy. The Purchaser agrees to pay to the Institute his annual premiums on said policy in the manner hereinafter set forth, and the Institute agrees to apply said sums so paid on account of said annual premiums.

Any and all recording fees, mortgage taxes, or other fees or taxes, either State or Federal, properly payable by the Purchaser in connection with the making and recording of the bond and mortgage or any other documents by the Purchaser may be advanced by the Institute hereunder, and the sums so paid shall be deemed to be an advance to the Purchaser and secured by said bond and mortgage.

SIXTH: To secure to the Institute the aggregate of the purchase price of the parcel of land sold hereunder, the sum to be advanced hereunder for building costs and other advances made by the Institute to the Purchaser, the Purchaser agrees to make, execute and deliver to the Institute his bond and purchase money mortgage upon said parcel of land so sold. Said bond and purchase money mortgage shall be in such form and shall contain such provisions, covenants and conditions

as shall be satisfactory to counsel for the Institute.

The Purchaser agrees to pay to the Institute on the first day of March, 1938, and on the first day of each and every month thereafter, until said aggregate indebtedness is paid, and the aforementioned bond and purchase money mortgage shall so provide, a sum equal to the aggregate of the following sums, which the Institute agrees to apply in the manner hereinafter set forth:-

(1) The sum of \$6.06 on each \$1,000 or fraction thereof of the aggregate of the following sums, to wit: (a) \$1,500, the purchase price of the land sold by the Institute to the Purchaser plus (b) the amounts advanced or to be advanced by the Institute to the Purchaser to erect a dwelling on said land. Said aggregate sums being herein designated as "principal indebtedness". Each of the aforesaid monthly payments shall be applied first to interest at the rate of four per cent (4%) per annum upon said principal indebtedness, or so much as shall from time to time remain unpaid, and the balance shall be applied on account of principal; and

(2) One-twelfth of the known or estimated taxes and assessments levied or to be levied or assessed by any Municipal, County, State or Federal authority against the herein-described premises, whether or not improved; and

(3) One-twelfth of the known or estimated yearly premiums that will become due and payable to maintain in force the fire or other insurance covering the buildings or building in the course of construction, or erected on the above-described premises; and

(4) One-twelfth of the annual premiums for life insurance described in paragraph FIFTH hereof.

The Institute shall hold the monthly payments mentioned in sub-

paragraphs 2, 3 and 4 of this paragraph SIXTH without obligation to pay interest thereon and shall pay such taxes, assessments, life and other insurance premiums therefrom when due. If the total of monthly payments as made under said sub-paragraphs 2 and 3 shall exceed the amounts of payments actually made by the Institute for taxes, assessments and insurance premiums, as the case may be, such excess shall be credited on subsequent monthly payments of the same nature, but if the total of such monthly payments so made under said sub-paragraphs 2 and 3 shall be insufficient to pay taxes, assessments and insurance premiums, as the case may be, when due, then the Purchaser agrees to pay to the Institute an amount necessary to make up the deficiency; but nothing in this agreement contained shall be construed as in any wise limiting the right of the Institute, at its option, to pay any and/or all taxes, assessments and insurance premiums when due.

SEVENTH: The Purchaser hereby assigns to the Institute from and out of the monthly salary and/or from and out of each installment of pension payable to him by the Institute and the Purchaser's wife hereby assigns to the Institute from and out of each installment of pension payable to her by the Institute a sum equal to the aggregate of all of the payments required to be made by them under and pursuant to this agreement and the aforementioned bond and purchase money mortgage described in paragraph SIXTH hereof and, so long as the whole or any part of the aforementioned indebtedness remains unpaid, the Purchaser and the Purchaser's wife authorize and direct the Institute to deduct such sum from said monthly salary and/or pension, as the case may be, and to apply the same in the manner set forth in said bond and purchase money mortgage.

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EIGHTH: The Purchaser's wife agrees to execute and deliver the aforementioned bond and mortgage jointly with the Purchaser to secure the payment of the aforementioned aggregate indebtedness and covenants and agrees to be bound by all of the terms, covenants and conditions in this agreement relating to the repayment of said aggregate indebtedness as well as to such other terms, covenants and conditions of said bond and mortgage and/or the performance thereof.

NINTH: It is expressly understood and agreed that this agreement shall survive the delivery of the deed and any other documents and papers required to be delivered hereunder and shall be binding on the respective legal representatives, successors or assigns of the parties hereto.

IN WITNESS WHEREOF, the Institute has caused this agreement to be executed by its duly authorized officer and its corporate seal to be hereunto affixed, and the other parties hereto have hereunto set their hands and seals the day and year first above written.

INSTITUTE FOR ADVANCED STUDY -- LOUIS
BAMBERGER AND MRS. FELIX FULD FOUNDATION

By Herbert H. Maass, Vice President

Attest:

Esther S. Bailey
Secretary,

Winfield W. Riefler

Dorothy Riefler

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State of New Jersey }
County of Mercer } SS.:

Be it Remembered, that on this first day of February; in the year one thousand nine hundred and thirty-eight, before me, Marguerite McClenaghan, a Notary Public, personally appeared WINFIELD W. RIEFLER and DOROTHY RIEFLER, his wife, who I am satisfied are the persons in the within instrument named; and I having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

Marguerite McClenaghan

Notary Public
My commission expires March 16, 1942

State of New Jersey }
County of Mercer } SS:

Be it Remembered, that on this first day of February in the year one thousand nine hundred and thirty-eight, before me, Marguerite McClenaghan, a Notary Public, personally appeared Esther S. Bailey, to me know, who being duly sworn, on his oath deposed and made due proof, to my satisfaction that she is Secretary and Herbert H. Maass is Vice President of the corporation in the foregoing instrument named; that deponent well knows the seal of said corporation; that the seal affixed to said ~~document~~ ^{agreement} is the corporate seal of the said corporation and was so affixed thereto by said Vice President, and said ~~instrument~~ ^{agreement} was signed and delivered by said Vice President in the presence of deponent, as the voluntary act and deed of said corporation, and that deponent thereupon signed his name thereto as a witness thereof.

Subscribed and sworn to before
me the day and year aforesaid.

Esther S. Bailey

Marguerite McClenaghan
Notary Public of New Jersey
My Commission Expires
March 16, 1942

M E M O R A N D U M

TO: The Director

FROM: Minot C. Morgan, Jr.

SUBJECT: Placzek House

DATE December 11, 1953

Dear Dr. Oppenheimer:

I have gone into the matter of the Placzek house at some length, not only with Mr. Fleming but also with Professor and Mrs. Placzek. The facts as I see them are as follows:

- 1) The Placzeks are embarrassed to be occupying Institute rental property now that Professor Placzek is a permanent member.
- 2) They are not at all sure whether they would prefer to purchase the property at 105 Battle Road Circle or whether to build.
- 3) The house is in very poor condition and it would take from \$6,000 to \$8,000 to put it in shape.
- 4) The Placzeks feel strongly that the Institute should make the next move. I gather that they would expect this move would include our naming a price at which we would be willing to sell the house to them and possibly our naming a terminal date for their tenancy in case they should decide not to buy.

I have taken the liberty of getting a second estimate from Ed Cook in addition to the one that Mr. Fleming got from Mershon. Both are attached. You will note that there is a difference of opinion on the reproduction cost but that the appraisal of actual worth is more or less the same in the neighborhood of \$38,000 to \$40,000. Mershon does not give a market price figure but Cook's is well below the market value at \$32,000.

I assume that this entire matter is one that can only be settled by the Board of Trustees, but I gather that the Placzeks would like us to make a move in the fairly near future, for even if they do continue as tenants the maintenance problem is pressing.

Respectfully submitted,

Minot C. Morgan, Jr.

MCM:cu

EDMUND
Cook
& COMPANY
REALTORS - INSURANCE
190 NASSAU STREET
PRINCETON, NEW JERSEY
TELEPHONE PRINCETON 1-0322

November 27, 1953
COPY

The Trustees of the Institute of Advanced Study
Princeton
New Jersey

Gentlemen:

In accordance with the request of Mr. Minot Morgan for a re-appraisal of the market value of the property known as 105 Battle Road Circle in the Township of Princeton, I have personally made an inspection of the property on November 24, 1953, and investigated the conditions which, in my opinion, were necessary to determine the market value as of that date.

The property is the same property as contained in my appraisal to you of May 3, 1948, and I found no additions have been made since that date, the only change in the property being the general condition of the dwelling. Apparently, since 1948, the dwelling has been painted on the inside and out and recently a new furnace and oil burner have been installed and a new gas hot water heater. However, the property is of the type of construction that is expensive to maintain and again, the exterior cinder block paint is peeling and the metal window frames are badly rusted and warped. The metal around the exterior is badly rusted and the roof of the breezeway leaks, having rotted the roof boards, and the veneer on the exterior doors is splitting.

Nothing has been done to the retaining wall of the basement entry, which is bulging badly and cracked. On the interior, the two bedrooms with cellotex walls now having been painted are still in the same condition. Plastered walls show signs of leaks under the windows and cracks in the ceiling. The linoleum in the kitchen and bathroom is in bad condition.

Undoubtedly, the dwelling is of the type of construction that requires constant and expensive maintenance and upkeep.

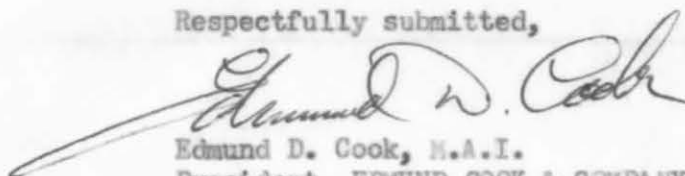
While costs of construction and land values in this area have increased since 1948 so that subject property would cost \$55,635.00 to reproduce, also the cost of repairs and replacements have increased. It is my opinion that the reproduction cost new, less depreciation, of the subject property is \$40,000.00 and that the cost of placing the property in good condition would be at least \$8,000.00.

The real estate market during the past year has reversed itself from that of 1948 and in place of market price being higher than market value, we are now finding that on the older and poorly maintained dwellings, market price is lower than market value.

The Trustees of the Institute of Advanced Study
November 27, 1953
Page 2

From my analysis, I have come to the conclusion that if this property were placed on the market in its present condition, it would not sell for more than \$32,000.00, while it has a reproduction value new, less depreciation, of \$40,000.00 and the market value, remaining as in 1948, of thirty-eight thousand (38,000.00) dollars.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Edmund D. Cook". The signature is fluid and cursive, with a long, sweeping underline that extends to the left.

Edmund D. Cook, M.A.I.
President, EDMUND COOK & COMPANY

EDC:nb

M E M O R A N D U M

TO: The Director

FROM: Minot C. Morgan, Jr.

SUBJECT: Arithmetic on the Placzek House DATE December 17, 1953

Dear Dr. Oppenheimer:

Herewith the arithmetic on the Placzek house. This has been prepared after telephonic consultation with Ed Cook; so the approach is actually one which a professional realtor would use, if he were thinking of acquiring or disposing of rental property.

Schedule I

Schedule I is an attempt to arrive at an appropriate figure for the improved value of the property after the necessary repairs have been accomplished. You will note that there are three alternative approaches to the problem.

Column A starts off with the actual price (\$42,500) that was paid by the Institute to Riefler in 1948. You will note that the value of the land and improvements to the land are subtracted before figuring depreciation and then added back on again.

Column B uses the market value figure (\$38,000) that Ed Cook put on the property at the time we bought it from Riefler. He contends that the difference between that figure and the \$42,500 was simply a generous action on the part of the Institute to Mr. Riefler and that the \$38,000 figure is a more realistic one to start with.

Column C is simply taking Ed Cook's latest estimate of what the house would bring in the open market and adding the cost of repairs. You will note that Columns B and C give almost the same figure. For the purposes of Schedule II, I am using two round figures of \$44,000 and \$40,000.

Schedule II

Schedule II is an attempt to assess the annual cost of the operation of the property for rental purposes.

Column A is in several ways the pessimistic approach. The interest rate of 4.3% is applied to the \$44,000 figure in Column A and to a \$40,000 figure in Column B & C. Column A has a \$75 a month upkeep figure whereas B & C has \$50 a month. Column A has a 5% management charge (again this is what a real estate man would do); Column B & C has no management charge.

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Conclusion

According to Ed Cook this is the kind of property that no real estate person would hang on to for rental purposes. Almost any way you figure it we stand to lose a fair amount of money annually if we do not sell. The only way I can see of making a case for keeping the property is to ask the Trustees to forget about the interest on the money that is tied up in the house. If you were then to forget about the management figure and reduce the upkeep in Column A to \$600 you could show that we would be able to operate the property in the black with the exception of interest on the funds invested therein.

Respectfully submitted, c

Wm C. Mogan, Jr.

MCM:cu

Attachments

SCHEDULE I - 1954 Improved Value of Property

	<u>A</u>	<u>B</u>
Cost of Property to the Institute	\$ 42,500	\$ 38,000
Minus value of land and improvements	<u>6,500</u>	<u>6,500</u>
Cost of house to the Institute	36,000	31,500
Minus 6 years depreciation at 3%	<u>6,480</u>	<u>5,670</u>
1954 value of House	29,520	25,830
Plus value of land and improvements	<u>6,500</u>	<u>6,500</u>
1954 value of Property	36,020	32,330
Plus necessary repairs	<u>8,000</u>	<u>8,000</u>
1954 improved value of property	\$ 44,020	\$ 40,330

	<u>C</u>
Present market price of property	\$ 32,000
Plus necessary repairs	<u>8,000</u>
1954 improved value of property	\$ 40,000

SCHEDULE II - Annual Cost of Operation of Property

	<u>A</u>	<u>B & C</u>
Interest at 4.3%	\$1892	\$1720
*Depreciation at 3%	1125	1005
Upkeep at \$75 per mo.	900 (at \$50 per mo. 600	
Insurance (approx)	80	80
Taxes (approx)	<u>780</u>	<u>780</u>
	\$4777	\$4185
Management at 5%	<u>238.85</u>	<u>--</u>
	\$5015.85	\$4185
**Income	<u>2700</u>	<u>2700</u>
Net annual loss	\$2315.85	\$1485

*On value of house only.

**Probable rent ceiling in this market \$225 per month.

5400 27th St. n.w.,
Washington 15, D.C.
Dec. 14, 1949.

Mr. Bradley, Bus. Mgr.
Institute for Advanced Study,
Princeton, New Jersey

Dear Mr. Bradley:

We are still at the job of remodelling our house here but it looks as if the final task of building the connecting link is approaching. This reminds me that I left the large drapes in the living room in the Princeton house for the temporary use of the tenants. I would like to have them dyed for use in our new addition but probably will not be ready for them until spring. Some time at your convenience will you have them sent to me? I hope the present incumbents are enjoying the house. We miss it but are having great fun doing over this one "nearer to our heart's desire".

Regards to everybody.

Sincerely,

Dorothy Riefler

FIRST AGREEMENT

Riefler
at Princeton
in receipt of
clause

A G R E E M E N T, made this first day of February, 1938, by and between INSTITUTE FOR ADVANCED STUDY--LOUIS BAMBERGER AND MRS. FELIX FULD FOUNDATION, of Princeton, New Jersey (hereinafter called the "Institute"), party of the first part; WINFIELD W. RIEFLER, of Princeton, New Jersey, (hereinafter called the "Purchaser") party of the second part, and DOROTHY RIEFLER, of Princeton, New Jersey, (hereinafter called "Purchaser's Wife"), party of the third part.

WHEREAS, the Institute is a corporation organized under and pursuant to the provisions of an act of the State of New Jersey entitled, "An Act to incorporate associations not for pecuniary profit", approved April 21, 1898, and the several amendments thereof and supplements thereto; and

WHEREAS, the Purchaser is a member of the faculty of the Institute and desires to purchase a plot or parcel of land in the vicinity of the Institute's educational activities and erect thereon a private dwelling, provided that said Purchaser can obtain a loan to accomplish this purpose; and

WHEREAS, the Institute is willing to sell to the Purchaser such a plot or parcel of land and to advance a sum sufficient to erect a dwelling thereon, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) interchangeable in hand paid and other good and valuable considerations, the receipt whereof is hereby acknowledged,

W I T N E S S E T H :

FIRST: The Institute agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Institute the following described premises, to wit:

Beginning at a point in the westerly line of lands of Robert J. Turnbull, 3rd, et al, said point bearing South Twenty-four degrees twenty-three minutes East ($S 24^{\circ} 23' E$) one hundred ninety-nine and ninety-eight hundredths (199.98) feet, along said line of lands, from a point in the southeasterly line of Mercer Street, which point bears North thirty-nine degrees twenty-nine minutes East ($N 39^{\circ} 29' E$) six hundred sixty-eight and ninety-six hundredths (668.96) feet from a monument at the intersection of the said southeasterly line of Mercer Street with the easterly line of a proposed street, and running thence

(1) along the westerly line of lands of Robert J. Turnbull, 3rd, et al, South twenty-four degrees twenty-three minutes East ($S 24^{\circ} 23' E$) one hundred fifty and thirty-seven hundredths (150.37) feet to a point in the northerly line of lands of Howard R. Butler, Jr., et ux; thence

(2) along said line of lands South sixty-five degrees twenty-six minutes West ($S 65^{\circ} 26' W$) twenty and six tenths (20.6) feet to a point corner to lands of Edmund J. Saunders et ux; thence

(3) along said lands South thirty-nine degrees twenty-eight minutes West ($S 39^{\circ} 28' W$) one hundred eight and thirty-three hundredths (108.33) feet to a point; thence

(4) along other lands of the Institute for Advanced Study, North twenty-four degrees eleven minutes West ($N 24^{\circ} 11' W$) nineteen and fifty-two hundredths (19.52) feet to a point; thence

(5) still along the same South eighty-two degrees thirty minutes thirty seconds West ($S 82^{\circ} 30' 30'' W$) one hundred seven and forty-seven hundredths (107.47) feet to a point in the easterly line of a private right of way; thence

(6) northerly along said line of said right of way, along a curve bearing to the left with a radius of sixty (60) feet, a distance of sixty-nine and ninety-seven hundredths (69.97) feet, the chord of said curve bearing North twenty-nine degrees forty-one minutes West ($N 29^{\circ} 41' W$) sixty-six and seven hundredths (66.07) feet to a point; thence

(7) along other lands of the Institute for Advanced Study, North forty-five degrees forty-seven minutes East ($N 45^{\circ} 47' E$) two hundred forty and ninety-nine hundredths (240.99) feet to the place of beginning.

TOGETHER with a right of way, in common with the owners of other premises to whom a similar right of way has been or may be granted by the Institute for Advanced Study, to lay, construct, erect and to keep, maintain, repair or remove sewers, sewer pipes, underground water and gas mains and conduits, if the same shall be found necessary, over, through, across and upon the following described premises:

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Beginning at the northwesterly corner of the above described premises, said corner being in the easterly line of a private right of way, and running thence;

(1) northwesterly, along said right of way, along a curve bearing to the left with a radius of sixty (60) feet, a distance of twenty-two (22) feet, more or less, to a point; thence

(2) along other lands of the Institute for Advanced Study, parallel to and twenty (20) feet northwesterly from the northwesterly line (being the seventh course) of the above described premises, measured at right angles thereto, North forty-five degrees forty-seven minutes East ($N 45^{\circ} 47' E$) one hundred and sixteen (116) feet, more or less, to a point; thence

(3) still along said other lands South fifty degrees thirty-one minutes East ($S 50^{\circ} 31' E$) twenty and twelve hundredths (20.12) feet to a point in the northwesterly line of the above described premises; thence

(4) along said line South forty-five degrees forty-seven minutes West ($S 45^{\circ} 47' W$) one hundred eight and forty-five hundredths (108.45) feet to the place of beginning.

Said parcel is sold subject to:

(1) Building restrictions and regulations of the Town of Princeton, the County of Mercer and State of New Jersey.

(2) Covenants, restrictions and agreements of record.

(3) Rights and easements, in favor of the Institute, its successors or assigns or any public utility company, its successors or assigns, to use wires in the street in front of said parcel and to maintain and use wires upon and across said parcel in so far as the same may affect the premises hereinabove described.

(4) An easement in favor of the Institute, its successors or assigns, or its nominee or nominees, or licensee or licensees, and as well its servants, agents and employees, to enter upon said premises to lay, construct and erect and to keep and maintain therein or thereon sewers, sewer pipes, water or gas mains, fire plugs and hydrants, telephone or electric poles or conduits with the usual and

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ordinary appurtenances, but nothing herein contained shall be deemed to obligate the Institute to construct, erect, keep or maintain therein or thereon such sewers, sewer pipes, water or gas mains, fire plugs and hydrants, telephone or electric poles or conduits or any appurtenances thereto.

No part of any street, avenue or road on which the above described parcel may abut is included in this sale.

The Purchaser further covenants and agrees and the deed to be executed and delivered by the Institute hereunder shall provide that neither he, nor his successors nor assigns will erect, maintain or carry on, nor permit or procure or allow to be erected, maintained or carried on, upon any part of the premises hereinabove described, any brewery, distillery, malt or ale house, saloon, gaming house, slaughter house, grain elevator, factory, mine, stone quarry, stone crusher, sand pit, brass foundry, saw mill, tin, nail or other iron foundry, lime kiln, sugar bakery, tallow chandlery, power house, gas works, coal yard, lumber yard, crematory, hospital, asylum or institution of like or kindred nature, hotel, boarding, rooming or lodging house, wholesale or retail store, public garage, automobile salesroom or service station, stable of any kind, cattle yard, hog pen, dog or cat kennels, wild animals, fowl house or yard, privy vault, nor any business of any kind, whether or not the same be herein specifically mentioned, nor shall any cattle, hogs, live stock or live poultry, vicious dogs or wild animals of any kind be kept, maintained or permitted, nor any establishment for the making of soap, candles, starch, vitriol, glue, ink, turpentine, oil, vinegar, lampblack, gunpowder, dynamite or other explosives, fireworks,

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baking powder, cream of tartar, gas, asphalt, fertilizer, bone boiling, or the dyeing, dressing or preparing of skins, hides or leather, nor any noxious, noisy, dangerous or offensive thing, trade or business or use of the property whatsoever.

Said premises shall not be subdivided, sold, conveyed, mortgaged or transferred in any manner except as one entire plot, except that with the consent of the Institute, its successors or assigns, a portion of said premises may be sold and conveyed to the owner or owners of abutting plots for the purpose of modifying the boundaries of their respective plots.

The foregoing covenants shall be and shall be construed to be real covenants running with the land and shall be binding upon the Purchaser, his heirs, executors, administrators and assigns.

The covenants herein contained may be modified at any time by agreement in writing between the then owner of said parcel of land and the Institute or its successors or assigns.

*reception
clause
later
revised*

In consideration of the sale of said premises and as a condition thereto, the Purchaser, for himself, his heirs and assigns, does hereby covenant and agree to and with the Institute, its successors and assigns, that the Institute, if it shall, in its absolute discretion, deem it necessary to reacquire and regain title to the said premises for use in connection with any purpose for which said Institute was organized, shall have, and the Purchaser hereby gives and grants to the Institute, its successors or assigns, for a period of twenty-five (25) years from the date hereof, the right, option and privilege to purchase the same, together with any buildings and improvements thereon, from said Purchaser, his heirs,

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executors, administrators or assigns, free, clear and discharged of rights of dower or curtesy and any and all liens, encumbrances or other right or interest whatsoever in the above described premises, with all buildings and improvements thereon, for a price which shall be equal to the following amount, to wit: A sum equal to the cost of all buildings and improvements upon said premises less depreciation at the rate of two percent (2%) per annum from the date of completion of each of said buildings or improvements, together with interest upon the difference at the rate of four percent (4%) per annum, plus the cost price of the aforesaid premises, together with interest at the rate of four percent (4%) per annum from the first interest payment date to be provided in the mortgage to be given by the Purchaser as hereinafter provided. Said option shall be exercised by a written notice addressed to the then owner of record of said premises and sent by registered United States Mail to the said premises. Said notice shall set forth the time and place at which the deed shall be delivered. It is expressly understood and agreed that the rights of dower or curtesy, and any and all liens, encumbrances or other rights or interests in or upon said premises, shall be deemed to be and shall be released, discharged and null and void as to said premises immediately upon the delivery of a deed to said premises to the Institute, and all persons who shall accept or acquire any such rights of dower or curtesy, or any lien, encumbrance, or other right or interest in or upon said premises, do by the acceptance and acquisition thereof, adopt, ratify and accept and covenant and agree to be bound by this provision and do hereby irrevocably make, constitute and appoint the Institute as his, her or their true and lawful attorney, for and in his, her or their name or names, place and stead, to make, execute and deliver such instruments, re-

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leases or other documents as counsel for the Institute shall deem necessary to release said premises from the effect of such right of dower or curtesy or any such liens, encumbrances or other rights or interests in or upon said premises, and any such person holding or owning such right of dower or curtesy, or any such lien, encumbrance or other right or interest in or upon said premises hereby confirms and ratifies any and all such instruments so executed by virtue of this power of attorney.

The foregoing covenants shall be and shall be construed to be real covenants running with the land and shall be binding upon the Purchaser, his heirs, executors, administrators and assigns, and may be appropriately incorporated in the deed to be delivered by the Institute to the Purchaser.

SECOND: The deed to be delivered by the Institute to the Purchaser shall be in proper form for record and shall contain such terms, covenants or conditions as are contemplated hereby or as shall be deemed necessary to carry out the intents and purposes of this agreement, and shall be duly executed and acknowledged by the Institute, at its expense, so as to convey to the Purchaser the fee simple to said premises, subject, however, to the various matters herein provided for.

Taxes, assessments and water charges are to be apportioned as of the date of the delivery of the deed.

The purchase price is the sum of \$1,500, payable by the Purchaser in the manner hereinafter set forth.

THIRD: The Purchaser covenants and agrees to erect on the said premises, within six months from and after the delivery of the deed herunder, a one-family private dwelling house, with or without a

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garage, costing in the aggregate not less than \$23,200, and that said dwelling shall be erected in accordance with plans and specifications to be approved by the Institute and filed with and duly approved by such municipal, county or state authorities as may have jurisdiction thereof.

For the purpose of erecting said dwelling, the Institute agrees to lend to the Purchaser and the Purchaser agrees to borrow from the Institute, the sum of \$27,020, or so much thereof as shall at any time be advanced by the Institute with interest upon each amount so advanced from the date when such advance was made to the date of payment at the rate of four percent (4%) per annum, and the Purchaser agrees to repay and secure the repayment of said sum in the manner hereinafter set forth.

The advances to be made by the Institute to the Purchaser upon said loan shall be made as the Institute shall determine but substantially in accordance with the following schedule:

Fifty percent (50%) of the amount agreed to be loaned to the Purchaser upon the full enclosure of the building.

Ten percent (10%) thereof when the walls of said building are completely covered by brown mortar.

Fifteen percent (15%) thereof when standing trim is completed in said building.

The balance of said amount when the building is fully completed as evidenced by a certificate of occupancy or similar certificate issued by the governmental agency authorized to issue same.

FOURTH: The Institute agrees to make said loan, and the Purchaser agrees to take said loan, on the terms and conditions hereinabove set forth and also as follows:

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(1) That the Institute may require five (5) days' notice in writing from the Purchaser before an advance shall be called for.

(2) That no advance shall be due unless, in the judgment of the Institute, all work usually done at the stage of construction when the advance is made payable be done in a good and workmanlike manner, all materials and fixtures usually furnished and installed at that time are furnished and installed, and evidence is furnished satisfactory to the Institute that all previous advances had been used in payment of labor, materials and fixtures furnished and installed in or upon said premises, and the certificate of an architect, who is a member of the American Institute of Architects is furnished to the Institute certifying that said advance may be properly made hereunder, but the Institute may advance parts or the whole of any installments before they become due, if the Institute believes it advisable so to do, and all such advances or payments shall be deemed to have been made in pursuance of this agreement.

(3) That the Institute or any holder of the bond and mortgage to be given as hereinafter provided may extend the payment of the principal secured by said bond and mortgage, and any extension so granted shall be deemed made in pursuance of this agreement and not to be a modification thereof.

(4) That the Institute or any holder of said bond and mortgage may employ a watchman to protect the buildings from depredation or injury, and the expense of so doing shall be deemed an advance by the Institute and secured by said bond and mortgage.

(5) That if the construction of said buildings be at any time discontinued or not carried on with reasonable despatch in the judg-

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ment of the Institute, said Institute or any holder of said bond and mortgage may purchase materials and employ workmen to protect said buildings so that the same will not suffer from depredation or the elements, or to complete said buildings so that they may be used for the purpose for which they are designed under the said plans and specifications.

(6) That all the sums so paid or expended shall be deemed advances to the Purchaser and secured by said bond and mortgage and may be applied at the option of said Institute or any holder of said bond and mortgage to any advances thereafter becoming due.

(7) That in the event of the death of the Purchaser prior to the completion of the buildings hereinabove described, then the obligation of the Institute to make further advances to the Purchaser's executors or administrators shall at the option of the Institute cease and determine, and all sums theretofore advanced by the Institute shall be deemed advances under this agreement. However, if the Institute elects to make advances to said executors or administrators, then any and all sums so advanced by the Institute shall be deemed advances under this agreement as if made to the Purchaser in his life time and shall be secured by said bond and mortgage.

(8) That the Purchaser will duly file with the Clerk of Mercer County and with any and all other authorities necessary, the building contract and all amendments thereto and all plans and specifications and amendments thereto in connection with said buildings for the purpose of limiting the right of any laborer, materialman, contractor or any other person to file a mechanic's lien against said premises.

(9) That the Purchaser covenants and agrees not to do any act or thing prohibited by the terms of this agreement, and it is expressly

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agreed that in any of the following events all obligations on the part of the Institute to make said loan or to make any further advances shall, if the Institute so elect, cease and terminate, and the said bond and mortgage shall, at the option of the holder thereof, become immediately due and payable, but the Institute may make advances without becoming liable to make any other advances:

(a) If the loan is to be advanced in more than one payment and any payment be requested and the attorney for the Institute shall not approve of the payment requested because of some act, encumbrance or question arising after the making of the preceding payment;

(b) If the purchaser assigns this contract or said advances or any interest thereunder, or if said premises be conveyed or encumbered by mechanic's liens or in any other way without the consent of the Institute;

(c) If the improvements on said premises or any building which may be erected upon said premises shall materially encroach upon any street or upon adjoining property;

(d) If the improvements on said premises be, in the judgment of the Institute, materially injured or destroyed by fire or otherwise;

(e) If the Purchaser shall fail to comply with any of the covenants contained in the bond and mortgage;

(f) If any materials, fixtures or articles used in the construction of the buildings or appurtenant thereto be not purchased so that the ownership thereof will vest in the owner of said premises free from chattel mortgages; conditional bills

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of sale or other encumbrances on delivery at the premises;

(g) If the Purchaser does not erect said buildings in accordance with the plans and specifications approved by the Institute and approved and filed by and with such municipal, county or state authorities as may have jurisdiction thereof;

(h) If the owner of said premises does not permit the Institute or a representative of the Institute to enter upon said premises and inspect the buildings thereon at all reasonable times;

(i) If the construction of said buildings be at any time discontinued or not carried on with reasonable despatch in the judgment of the Institute;

(j) If by reason of the death of any owner of said premises, the heirs, devisees or legal representatives of such owner shall permit or allow said construction of the buildings to be discontinued for a period of thirty days;

(k) If the Purchaser makes any conditional purchases of or executes any chattel mortgage on any materials, fixtures or articles used in the construction of the buildings or appurtenant thereto:

(l) If the Purchaser fails to comply with any requirement of any municipal, county or state authority having jurisdiction of said premises or any buildings thereon, within thirty (30) days after notice in writing of such requirement shall have been given to the said Purchaser by the Institute.

FIFTH: Heretofore and on or about the 18th day of February, 1937, the Purchaser caused The Home Life Insurance Company to issue a twenty year family income policy upon his life in the face amount

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of \$11,000, bearing No. 446981 and upon which he pays an annual premium of \$399.08 and said policy has been duly assigned to the Institute as its interest may appear. The parties hereto do hereby agree that in the event of the death of the Purchaser prior to the repayment of the aggregate of said loan and the purchase price of the aforementioned parcel and any other advances made by the Institute to the Purchaser or in his behalf, including any premiums paid by the Institute on said policy, then the proceeds of said policy shall first be applied in payment of the aforementioned aggregate indebtedness with interest at the rate of four percent (4%) per annum before any distribution of said proceeds shall be made in accordance with the tenor of said policy. The Purchaser agrees to pay to the Institute his annual premiums on said policy in the manner hereinafter set forth, and the Institute agrees to apply said sums so paid on account of said annual premiums.

Any and all recording fees, mortgage taxes, or other fees or taxes, either State or Federal, properly payable by the Purchaser in connection with the making and recording of the bond and mortgage or any other documents by the Purchaser may be advanced by the Institute hereunder, and the sums so paid shall be deemed to be an advance to the Purchaser and secured by said bond and mortgage.

SIXTH: To secure to the Institute the aggregate of the purchase price of the parcel of land sold hereunder, the sum to be advanced hereunder for building costs and other advances made by the Institute to the Purchaser, the Purchaser agrees to make, execute and deliver to the Institute his bond and purchase money mortgage upon said parcel of land so sold. Said bond and purchase money mortgage shall be in such form and shall contain such provisions, covenants and conditions

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as shall be satisfactory to counsel for the Institute.

The Purchaser agrees to pay to the Institute on the first day of March, 1938, and on the first day of each and every month thereafter, until said aggregate indebtedness is paid, and the aforementioned bond and purchase money mortgage shall so provide, a sum equal to the aggregate of the following sums, which the Institute agrees to apply in the manner hereinafter set forth:-

(1) The sum of \$6.06 on each \$1,000 or fraction thereof of the aggregate of the following sums, to wit: (a) \$1,500, the purchase price of the land sold by the Institute to the Purchaser plus (b) the amounts advanced or to be advanced by the Institute to the Purchaser to erect a dwelling on said land. Said aggregate sums being herein designated as "principal indebtedness". Each of the aforesaid monthly payments shall be applied first to interest at the rate of four per cent (~~4%~~) per annum upon said principal indebtedness, or so much as shall from time to time remain unpaid, and the balance shall be applied on account of principal; and

(2) One-twelfth of the known or estimated taxes and assessments levied or to be levied or assessed by any Municipal, County, State or Federal authority against the herein-described premises, whether or not improved; and

(3) One-twelfth of the known or estimated yearly premiums that will become due and payable to maintain in force the fire or other insurance covering the buildings or building in the course of construction, or erected on the above-described premises; and

(4) One-twelfth of the annual premiums for life insurance described in paragraph FIFTH hereof.

The Institute shall hold the monthly payments mentioned in sub-

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paragraphs 2, 3 and 4 of this paragraph SIXTH without obligation to pay interest thereon and shall pay such taxes, assessments, life and other insurance premiums therefrom when due. If the total of monthly payments as made under said sub-paragraphs 2 and 3 shall exceed the amounts of payments actually made by the Institute for taxes, assessments and insurance premiums, as the case may be, such excess shall be credited on subsequent monthly payments of the same nature, but if the total of such monthly payments so made under said sub-paragraphs 2 and 3 shall be insufficient to pay taxes, assessments and insurance premiums, as the case may be, when due, then the Purchaser agrees to pay to the Institute an amount necessary to make up the deficiency; but nothing in this agreement contained shall be construed as in any wise limiting the right of the Institute, at its option, to pay any and/or all taxes, assessments and insurance premiums when due.

SEVENTH: The Purchaser hereby assigns to the Institute from and out of the monthly salary and/or from and out of each installment of pension payable to him by the Institute and the Purchaser's wife hereby assigns to the Institute from and out of each installment of pension payable to her by the Institute a sum equal to the aggregate of all of the payments required to be made by them under and pursuant to this agreement and the aforementioned bond and purchase money mortgage described in paragraph SIXTH hereof and, so long as the whole or any part of the aforementioned indebtedness remains unpaid, the Purchaser and the Purchaser's wife authorize and direct the Institute to deduct such sum from said monthly salary and/or pension, as the case may be, and to apply the same in the manner set forth in said bond and purchase money mortgage.

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EIGHTH: The Purchaser's wife agrees to execute and deliver the aforementioned bond and mortgage jointly with the Purchaser to secure the payment of the aforementioned aggregate indebtedness and covenants and agrees to be bound by all of the terms, covenants and conditions in this agreement relating to the repayment of said aggregate indebtedness as well as to such other terms, covenants and conditions of said bond and mortgage and/or the performance thereof.

NINTH: It is expressly understood and agreed that this agreement shall survive the delivery of the deed and any other documents and papers required to be delivered hereunder and shall be binding on the respective legal representatives, successors or assigns of the parties hereto.

IN WITNESS WHEREOF, the Institute has caused this agreement to be executed by its duly authorized officer and its corporate seal to be hereunto affixed, and the other parties hereto have hereunto set their hands and seals the day and year first above written.

INSTITUTE FOR ADVANCED STUDY -- LOUIS
BAMBERGER AND MRS. FELIX FULD FOUNDATION

By Herbert H. Maass, Vice President

Attest:

Esther S. Bailey
Secretary,

Winfield W. Riefler

Dorothy Riefler

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State of New Jersey }
County of Mercer } SS.:

Be it Remembered, that on this first day of February, in the year one thousand nine hundred and thirty-eight, before me, Marguerite McClenaghan, a Notary Public, personally appeared WINFIELD W. RIEFLER and DOROTHY RIEFLER, his wife, who I am satisfied are the persons in the within instrument named; and I having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

Marguerite McClenaghan

Notary Public
My commission expires March 16, 1942

State of New Jersey }
County of Mercer } SS:

Be it Remembered, that on this first day of February in the year one thousand nine hundred and thirty-eight, before me, Marguerite McClenaghan, a Notary Public, personally appeared Esther S. Bailey, to me known, who being duly sworn, on his oath deposed and made due proof, to my satisfaction that she is Secretary and Herbert H. Maass is Vice President of the corporation in the foregoing instrument named; that deponent well knows the seal of said corporation; that the seal affixed to said ~~instrument~~ is the corporate seal of the said corporation and was so affixed thereto by said Vice President, and said ~~instrument~~ was signed and delivered by said Vice President in the presence of deponent, as the voluntary act and deed of said corporation, and that deponent thereupon signed his name thereto as a witness thereof.

Subscribed and sworn to before
me the day and year aforesaid.

Esther S. Bailey

Marguerite McClenaghan
Notary Public of New Jersey
My Commission Expires
March 16, 1942

FIRST MORTGAGE

THIS INDENTURE, made the first day of February, 1938, between WINFIELD W. RIEFLER and DOROTHY RIEFLER, his wife, of the Town of Princeton, in the County of Mercer, and State of New Jersey, (hereinafter called the "Mortgagors") party of the first part, and the INSTITUTE FOR ADVANCED STUDY-LOUIS BAMBERGER AND MRS. FELIX FULD FOUNDATION, a corporation of the State of New Jersey, whose principal office is located in the Town of Princeton, County of Mercer, State of New Jersey, (hereinafter called the "Mortgagee") party of the second part.

WHEREAS, the said mortgagors are justly indebted to the said mortgagee in the sum of TWENTY-EIGHT THOUSAND FIVE HUNDRED AND TWENTY DOLLARS (\$28,520), lawful money of the United States, or so much thereof as shall at any time be advanced, with interest on each amount so advanced from the date when such advance is or shall be made at the rate of four (4%) percent per annum and to be paid as hereinafter set forth, secured to be paid by a certain bond or obligation bearing even date with these presents, conditioned for the payment of said first mentioned sum to said mortgagee, its certain attorneys, successors, or assigns, at its office in the Town of Princeton, State of New Jersey, to be paid in monthly installments as follows:-

Beginning on the first day of March, 1938, and on the first day of each and every month thereafter, until said aggregate indebtedness is paid, a sum equal to the aggregate of the following sums which the mortgagee agrees to apply in the manner hereinafter set forth:-

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(1) The sum of \$6.06 on each \$1,000 or fraction thereof of the aggregate of the following sums, to wit: (a) \$1,500, the purchase price of the land sold by the Mortgagee to the Mortgagor plus (b) the amounts advanced or to be advanced by the Mortgagee to the Mortgagor to erect a dwelling on said land. Said aggregate sums being herein designated as "principal indebtedness". Each of the aforesaid monthly payments shall be applied first to interest at the rate of four percent (4%) per annum upon said principal indebtedness, or so much thereof as shall from time to time remain unpaid, and the balance shall be applied on account of principal; and

(2) One-twelfth (1/12th) of the known or estimated taxes and assessments levied or to be levied or assessed by any Municipal, County, State or Federal authority against the mortgaged premises, whether or not improved; and

(3) One-twelfth (1/12th) of the known or estimated yearly premiums that will become due and payable to maintain in force the fire or other insurance covering the building or buildings in the course of construction, or erected on the mortgaged premises; and

(4) One-twelfth (1/12th) of the annual premiums for life insurance issued by The Home Life Insurance Company upon the life of the mortgagor WINFIELD W. RIEFLER in the face amount of Eleven thousand (\$11,000) Dollars, bearing number 446981, upon which there is payable an annual premium of \$399.08.

The mortgagee shall hold the monthly payments mentioned in sub-paragraphs 2, 3 and 4 hereof without obligation to pay interest thereon and shall pay such taxes, assessments, life and other insurance premiums therefrom when due. If the total of monthly payments as made under sub-paragraphs 2 and 3 of this paragraph shall exceed

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the amounts of payments actually made by the mortgagee for taxes, assessments and insurance premiums, as the case may be, such excess shall be credited on subsequent monthly payments of the same nature, but if the total of such monthly payments so made under said sub-paragraphs 2 and 3 shall be insufficient to pay taxes, assessments and insurance premiums, as the case may be, when due, then the mortgagors agree to pay to the mortgagee an amount necessary to make up the deficiency; but nothing herein contained shall be construed as in any wise limiting the right of the mortgagee, at its option, to pay any and/or all taxes, assessments and insurance premiums when due.

The said mortgagors are given the privilege of making additional payments on account of principal on any interest payment date, such additional payments however, to be for the exact amount of such portion of any consecutive number of the ensuing monthly payments as would be applied to principal if those monthly payments were made when due.

NOW THIS INDENTURE WITNESSETH, that the said mortgagors, for the better securing the payment of the said sum of money mentioned in the condition of said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of One Dollar to them in hand paid by the said mortgagee, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents do grant, bargain, sell alien, release, convey and confirm unto the said mortgagee, and to its successors or assigns, forever, ALL that tract or parcel of land, situate, lying and being in the Town of Princeton, in the County of Mercer and State of New Jersey:

Beginning at a point in the westerly line of lands of Robert J. Turnbull, 3rd, et al, said point bearing South twenty-four degrees twenty-three minutes East ($S 24^{\circ} 23' E$) one hundred ninety-nine and ninety-eight hundredths (199.98) feet, along said line of lands, from a point in the southeasterly line of Mercer Street, which point bears North thirty-nine degrees twenty-nine minutes East ($N 39^{\circ} 29' E$) six hundred sixty-eight and ninety-six hundredths (668.96) feet from a monument at the intersection of the said southeasterly line of Mercer Street with the easterly line of a proposed street, and running thence

(1) along the westerly line of lands of Robert J. Turnbull, 3rd, et al, South twenty-four degrees twenty-three minutes East ($S 24^{\circ} 23' E$) one hundred fifty and thirty-seven hundredths (150.37) feet to a point in the northerly line of lands of Howard R. Butler, Jr., et ux; thence

(2) along said line of lands South sixty-five degrees twenty-six minutes West ($S 65^{\circ} 26' W$) twenty and six tenths (20.6) feet to a point corner to lands of Edmund J. Saunders et ux; thence

(3) along said lands South thirty-nine degrees twenty-eight minutes West ($S 39^{\circ} 28' W$) one hundred eight and thirty-three hundredths (108.33) feet to a point; thence

(4) along other lands of the Institute for Advanced Study, North twenty-four degrees eleven minutes West ($N 24^{\circ} 11' W$) nineteen and fifty-two hundredths (19.52) feet to a point; thence

(5) still along the same South eighty-two degrees thirty minutes thirty seconds West ($S 82^{\circ} 30' 30'' W$) one hundred seven and forty-seven hundredths (107.47) feet to a point in the easterly line of a private right of way; thence

(6) northerly, along said line of said right of way, along a curve bearing to the left with a radius of sixty (60) feet, a distance of sixty-nine and ninety-seven hundredths (69.97) feet, the chord of said curve bearing North twenty-nine degrees forty-one minutes West ($N 29^{\circ} 41' W$) sixty-six and seven hundredths (66.07) feet to a point; thence

(7) along other lands of the Institute for Advanced Study, North forty-five degrees forty-seven minutes East ($N 45^{\circ} 47' E$) two hundred forty and ninety-nine hundredths (240.99) feet to the place of beginning.

TOGETHER with a right of way, in common with the owners of other premises to whom a similar right of way has been or may be granted by the Institute for Advanced Study, to lay, construct, erect and to keep, maintain, repair or remove sewers, sewer pipes, underground water and gas mains and conduits, if the same shall be found necessary, over, through, across and upon the following described premises:

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Beginning at the northwesterly corner of the above described premises, said corner being in the easterly line of a private right of way, and running thence;

(1) northwesterly, along said right of way, along a curve bearing to the left with a radius of sixty (60) feet, a distance of twenty-two (22) feet, more or less, to a point; thence

(2) along other lands of the Institute for Advanced Study, parallel to and twenty (20) feet northwesterly from the northwesterly line (being the seventh course) of the above described premises, measured at right angles thereto, North forty-five degrees forty-seven minutes East ($N 45^{\circ} 47' E$) one hundred and sixteen (116) feet, more or less, to a point; thence

(3) still along said other lands South fifty degrees thirty-one minutes East ($S 50^{\circ} 31' E$) twenty and twelve hundredths (20.12) feet to a point in the northwesterly line of the above described premises; thence

(4) along said line South forty-five degrees forty-seven minutes West ($S 45^{\circ} 47' W$) one hundred eight and forty-five hundredths (108.45) feet to the place of beginning;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said mortgagors of, in and to the same and every part and parcel thereof with the appurtenances;

TO HAVE AND TO HOLD the above granted and described premises with the appurtenances unto the said mortgagee, its successors and assigns, to its and their own proper use, benefit and behoof forever.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said mortgagors, their heirs, executors, administrators or assigns, shall well and truly pay unto the said mortgagee, its successors or assigns, the sum of money mentioned in the condition of the said bond and obligation and interest thereon, without any deduction or credit for any amount payable for taxes, according to the terms of said bond or obligation, then these presents and the estate hereby granted shall cease, determine and be void, and the

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said mortgagors for themselves, their heirs, executors and administrators, do covenant and agree to pay unto the said mortgagee, its successors or assigns, the said sum of money and interest as mentioned above and expressed in the condition of said bond.

AND IT IS ALSO AGREED, by and between the parties to these presents that the said mortgagors shall and will keep the buildings erected and to be erected upon the lands above conveyed insured against loss or damage by fire and by such other hazards as the mortgagee may specify, by insurers and in amounts approved by the mortgagee, and assign the policies and certificates thereof to the said mortgagee; and in default thereof it shall be lawful for the said mortgagee to effect such insurance; and that in case of default in the payment by the said mortgagors of any taxes, assessments and other governmental charges which may be imposed upon the mortgaged premises when the same shall be payable without interest, it shall and may be lawful for the said mortgagee, without notice or demand to the said mortgagors, to pay the same or any of them (with any interest or expenses because of the non-payment thereof). Premium or premiums paid for effecting fire or other insurance as aforesaid and the moneys paid in discharge of taxes, assessments and other governmental charges as aforesaid, shall be a lien on said mortgaged premises added to the amount of said bond or obligation and secured by these presents, payable on demand with interest at the rate of four per centum (4%) per annum from the time of payment of such premium or premiums, taxes, assessments and/or governmental charges.

AND IT IS FURTHER AGREED, that upon default by the mortgagors in the payment of any installment of interest and/or principal, or

- 7 -

of any part thereof, or of any tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien, or of any premium of fire, life or other insurance, or of any other payment required to be made by the mortgagors under and pursuant to the aforesaid bond, then the entire amount of principal and interest due under this mortgage and bond secured hereby, shall at once become due and payable at the option of the mortgagee, anything herein contained to the contrary notwithstanding.

AND IT IS FURTHER AGREED, by and between the parties to these presents that in the event the mortgagors shall fail to comply with the laws, rules, regulations and ordinances made or promulgated by lawful authority which are now or may hereafter become applicable to the mortgaged premises, within six (6) months after a notice in writing given by the said mortgagee to the said mortgagors, then upon the expiration of said period of six (6) months, at the option of said mortgagee, all principal moneys owing upon this mortgage and the bond which is secured hereby, shall be and become due and payable.

AND IT IS FURTHER AGREED, by and between the parties to these presents that if any default should be made herein by the said mortgagors in the payment, on any day when payable, of the principal sum of this mortgage and the bond secured hereby, or any part or installment thereof, or of the said interest or any part thereof; or, if any default should be made herein by the said mortgagors in the payment of any taxes, assessments or governmental charges imposed or acquired upon the premises described in this mortgage (whether such payment be required by express provision in said bond

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and/or mortgage contained, or because of the exercise of any option or power vested in the said mortgagee or otherwise); or if any default should be made herein by the said mortgagors in the payment of any premium of fire, life or other insurance or of any other payment required to be made by the mortgagors under and pursuant to the aforementioned bond, then it shall and may be lawful for the said mortgagee to enter upon and take possession of the said mortgaged premises and to let the same, either in its own name or in the name of the said mortgagors, and to receive the rents, issues and profits of the said mortgaged premises and to apply the same, after the payment of all necessary charges and expenses, on account of the amount hereby secured; and said rents and profits are, in the event of any such default as aforesaid, hereby assigned to the said mortgagee; PROVIDED ALWAYS, that after all defaults under this indenture shall have been remedied and amended and all necessary charges and expenses incurred by reason thereof shall have been paid, possession of said mortgaged premises shall be restored to the mortgagors, who shall thereupon again hold the same subject to the within mortgage as if the said mortgagee had made no entry, but nothing hereinbefore contained shall extend to or affect any subsequent default or impair any right consequent thereon. In the event of entry as aforesaid, said mortgagee shall render an account to the said mortgagors for all moneys received under said entry and shall pay over to the said mortgagors all excess moneys over and above the moneys which said mortgagee is entitled to have by the terms of the said bond and mortgage.

AND IT IS FURTHER COVENANTED AND AGREED, by and between the parties to these presents that this mortgage is subject to all the

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conditions, stipulations, agreements and covenants applicable hereto contained in a certain agreement made by and between the mortgagors and the mortgagee dated the first day of February, 1938, to the same extent and effect as if they were fully set forth herein and made part of this mortgage, and on the failure of said mortgagors, their heirs, executors, administrators and assigns, to keep and perform all the covenants, conditions and agreements of said agreement, thereupon the principal and all arrears of interest shall at the option of the mortgagee or its successors or assigns become due and payable, anything herein contained to the contrary notwithstanding.

This mortgage is given to secure among other indebtednesses, the purchase price of the above described premises.

All of the covenants herein contained shall be for the benefit of and bind the heirs, administrators, executors, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties of the first part have set their hands and seals the day and year first above written.

Winfield W. Riefler (L.S.)

Dorothy Riefler (L.S.)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

David Weinstein

STATE OF NEW JERSEY }
COUNTY OF MERCER } SS:

Be it Remembered that on this first day of February, in the year one thousand nine hundred and thirty-eight, before me, Marguerite McClenaghan, a Notary Public, personally appeared WINFIELD W. RIEFLER and DOROTHY RIEFLER who I am satisfied are the mortgagors in the within indenture named; and I having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

Marguerite McClenaghan

Notary Public of N.J.
My commission expires
March 16, 1942

Riefler:

1. Mr. Riefler obtained a leave of absence from the Institute to take a position in Washington
2. Dr. Oppenheimer advised that Institute would like house.
3. Riefler house placed on market.
4. Spoke to Riefler regarding sale and purchase price
5. Called Mr. Maass who advised that Institute should get an appraisal on this property
6. Had Mr. Edmund Cook, realtor, make an appraisal of house and property
7. Appraisal market value set at \$42,500.00
8. Mr. Maass called to say Institute would purchase the house for this figure.
9. Mr. Riefler advised that he would vacate the premises on July 1, 1948



princeton fuel oil company

JOHN F. HOFF, JR.
PRESIDENT

216-220 ALEXANDER STREET · PRINCETON, NEW JERSEY
TELEPHONE 1100

April 16, 1948

Professor W. W. Riefler
Battle Road, West
Princeton, New Jersey

Dear Professor Riefler:

We wish to take this opportunity to thank you for your business during the past heating season and for your cooperative attitude during a period that has been difficult for you as a customer and ourselves as your dealer.

During the past year as during the war we were required to reduce the amount of oil delivered so that each and every customer could be assured of an ample supply at all times. But in spite of these reduced deliveries we were able to deliver on the degree day basis throughout the year and supply all of our customers with all the oil they required.

To determine our customer's requirements in advance is an important step in providing good service and next seasons supplies. This is particularly true in the light of present conditions. Therefore we kindly ask that the enclosed agreement be read, signed and returned as soon as possible-----because it will not only help us, but more important----it will assure you of a reliable source of oil for next heating season.

Sincerely yours,

JFH/ts

WDS

May 22nd, 1948.

Maass, Davidson, Levy & Friedman,
20 Exchange Place,
New York 5, New York.

Attention: David C. Weston, Esq.

Dear Mr. Weston:

Re: Institute for Advanced Study -
Winfield W. Riefler

Mr. & Mrs. Winfield W. Riefler signed the
Deed to the Institute this morning, and, as I understand
it, this Deed is to be kept in my files until July 1st,
1948 when Mr. Riefler is to vacate the premises.

I understand that adjustments will be brought
up to that date and that you will either send a check
to me or directly to Prof. Riefler, who may be reached
c/o Board of Governors, Federal Reserve System, Washington,
D.C.

I presume that the seller pays for the revenue
stamps, but I would appreciate instructions from you on
this item.

Very truly yours,

WDS.CB

E

C.C. to Institute at Princeton

W. Douglas Smith

May 8, 1948

Ira A. Schur, Esq.
Office of the Treasurer
Institute for Advanced Study
125 Park Avenue
New York 17, New York

Dear Mr. Schur:

Thank you so much for sending the check in the amount of \$15,000 for Professor Riefler.

The demand note, signed by Professor Riefler, is enclosed with this letter.

Yours sincerely,

(Mrs. John D. Leary)
Aide to the Director

Enclosure

✓ Copy - Mr. Bradley

MAASS, DAVIDSON, LEVY & FRIEDMAN

HERBERT H. MAASS
WILBUR C. DAVIDSON
MONROE L. FRIEDMAN
DAVID J. LEVY
DAVID C. WESTON

20 EXCHANGE PLACE
NEW YORK 5, N.Y.

CABLE ADDRESS
"MAASHERB"
TELEPHONE
DIGBY 4-6151

May 19, 1948

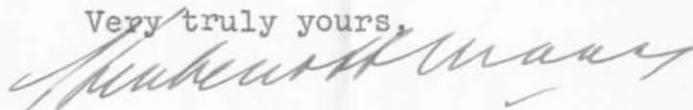
Re: Riefler House

Mr. William Bradley,
c/o The Institute for Advanced Study,
Princeton, New Jersey.

Dear Mr. Bradley:

This will acknowledge yours of the 18th. As suggested in your letter, I have arranged to close title as of July 1st and Dr. Riefler may remain in possession until that date.

Very truly yours,



HHM:EB



May 18, 1948

Miss Mary McNamara,
125 Park Avenue,
New York 17, N.Y.

Dear Miss MacNamara:

Confirming our conversation regarding Mr. Riefler's insurance please be advised that Mr. Riefler wishes to keep this insurance in force and to have the policy changed eliminating the Institute as beneficiary and substituting Mrs. Dorothy Brown Riefler, wife.

In the event of her death the alternates would be Daniel and Donald Riefler, sons, and both sons would receive an equal share in the policy benefits.

Very truly yours,

William Bradley
General Superintendent

WB/gdem

May 18, 1948

Mr. Herbert H. Maass,
20 Exchange Place,
New York, N.Y.

Dear Mr. Maass:

Mr. Riefler has informed us that he would like to remain in his house here at the Institute until July 1, 1948.

He has suggested that we set the date for closing as of that time.

Have advised Mr. Riefler that I would forward this information to you and suggest that we use this date to transfer title.

Very truly yours,

William Bradley,
General Superintendent.

WB/gdem



190 NASSAU STREET
PRINCETON, NEW JERSEY
TELEPHONE 322

EDMUND D. COOK
CERTIFIED PROPERTY MANAGER
MEMBER APPRAISAL INSTITUTE

ALICE D. COOK
MARJORIE S. KERR
THOMAS M. ROWLAND

May 3, 1948

Trustees of the Institute for Advanced Study
Princeton, New Jersey

Gentlemen:-

In accordance with the request of Mr. William Bradley for an appraisal of the market value of the property on Battle Road Circle belonging to Dr. Winfield W. Riefler, I personally made an inspection of the property on April 28, 1948 and investigated the conditions which in my opinion were necessary to determine the market value as of that date.

Because of the shortage in dwellings and the difficulty of constructing new ones, there is a difference between market value and market price. Market value is "the highest price estimated in terms of money which a buyer would be warranted in paying and a seller justified in accepting provided both parties were fully informed, acted intelligently and, further, that all the rights and benefits inherent in or attributable to the property were included in the transfer". Market price is "the quantity of money a property can command under the immediate conditions operating at a certain date". Because of the shortage, we are finding purchasers willing to pay more than the market value.

From my analysis as contained in the following pages, I have come to the conclusion that the market value for the subject property is THIRTY-EIGHT THOUSAND (\$38,000) DOLLARS while the market price might be as high as FORTY-TWO THOUSAND FIVE HUNDRED (\$42,500) DOLLARS.

Respectfully submitted,



Edmund D. Cook, M.A.I.

bsh
encl.

P.S. - Returned herewith are the plans, specifications, and the article from Architectural Forum which Mrs. Riefler lent to me.



190 NASSAU STREET
PRINCETON, NEW JERSEY
TELEPHONE 322

EDMUND D. COOK
CERTIFIED PROPERTY MANAGER
MEMBER APPRAISAL INSTITUTE

May 4, 1948

ALICE D. COOK
MARJORIE S. KERR
THOMAS M. ROWLAND

In account with:

Institute for Advanced Study
Princeton,
New Jersey

For services rendered in appraising the
property on Battle Road Circle of W.W. Riefler ...\$45.00

EDMUND D.
Cook
REALTOR

190 NASSAU STREET
PRINCETON, NEW JERSEY
TELEPHONE 322

EDMUND D. COOK
CERTIFIED PROPERTY MANAGER
MEMBER APPRAISAL INSTITUTE

ALICE D. COOK
MARJORIE S. KERR
THOMAS M. ROWLAND

APPRAISAL OF PROPERTY
BATTLE ROAD CIRCLE

BELONGING TO DR. WINFIELD W. RIEFLER

DESIGNATED AS LOT #14, SECTION #14, ON PAGE #10
OF THE TAX MAP OF PRINCETON TOWNSHIP,
MERCER COUNTY, NEW JERSEY

APPRAISAL QUALIFICATIONS OF EDMUND D. COOK

In the real estate business since May, 1923.

Member of the American Institute of Real Estate Appraisers, Society of Residential Appraisers, Institute of Real Estate Management, Institute of Real Estate Brokers, National Association of Real Estate Boards, New Jersey Association of Real Estate Boards, and Mercer County Board of Realtors.

Treasurer of New Jersey Chapter of American Institute of Real Estate Appraisers; member of Board of Governors of the Management Institute and Brokers' Institute; past president of Mercer County Chapter of Society of Residential Appraisers and the New Jersey Chapter of the Institute of Real Estate Management; past vice-president of New Jersey Association of Real Estate Boards, and past president of Mercer County Board of Realtors.

Holder of certificates of Real Estate Appraising and Real Estate Selling from the National Association of Real Estate Boards, and holder of certificates of Real Estate Practice, Real Estate Law and Real Estate Appraising from Rutgers University.

Supervised real estate subdividing and home construction since 1923. Officer of various real estate investment corporations. Has appraised over 4000 properties in Mercer County. Has qualified as expert appraiser before condemnation commissions, courts, and county and state tax boards.

Author of articles on real estate for national publications. Lecturer on real estate at various training courses and universities.

Fee appraiser for the U.S. War and Navy Departments, the Veterans Administration, the New Jersey State Highway Department, as well as for banks, insurance companies and other corporations, and individuals.

Since you are fairly familiar with the community, neighborhood, schools, recreational facilities and the location of the property, these details are omitted.

THE LOT

The lot is irregular in shape, with an average width of 150' and a depth of 240'. The dwelling has been excellently located on the lot and the lot is well planted with lawns, shrubbery and gardens.

There is a bituminous-treated driveway, a gravel laundry yard and flagstone walks.

THE DWELLING

The dwelling was constructed in the latter half of 1937. It is of modern architecture, and consists of two stories and partial basement. It is built of cinder block, painted on the exterior, and has a flat built-up roof. The window frames are of steel. On the interior there are 12 rooms and 4 baths. There is a winter air-conditioned heating system. Domestic hot water is supplied by an automatic gas heater.

There is a 2-car garage of similar construction connected to the house by a covered walk.

CONDITION OF DWELLING

Structurally the dwelling appears to be in good condition. It has been poorly maintained, and apparently nothing has been done to it since it was constructed. The exterior cinder block paint is peeling and would be expensive to scrape and re-paint. The metal window frames are badly rusted and putty is loose and missing. The canvas deck likewise is badly in need of paint and, if not cared for shortly, may have to be re-decked. The front door has been badly gouged by a dog and is so deeply marked that a new door would have to be installed to entirely eliminate the damage.

The retaining wall of the basement entry was apparently improperly constructed as it is bulging badly and cracked, and undoubtedly would have to be rebuilt.

On the interior all floors, woodwork, and walls need refinishing. The cabinets in the kitchen and dressing-room have dents and scars which even re-painting will not entirely eliminate. The gas stove and electric refrigerator are both in poor condition. The bathrooms are finished with linoleum floors and plastered walls. The walls around the tubs and where showers have been used are in

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need of repair. The walls in the two easterly bedrooms are finished in Celotex rather than in lath and plaster, as was used in the balance of the dwelling. These Celotex sheets have buckled, pulling loose from their nailings. While these walls were originally painted, the nails now show through. These two rooms will have to have the Celotex removed and the walls redone. There is also evidence of many of the steel windows leaking. My inspection showed that two of these appear to be from improper setting of the frame. The rest may be caused by the poor condition of the putty or the windows not being properly closed during storms.

ASSESSMENT FOR TAX PURPOSES.

From information given to me by Mr. Bradley, the real estate is assessed for tax purposes as follows: land - \$2,000; improvements - \$12,000; a total of \$14,000. With Princeton Township having a 1947 rate of \$3.38, plus \$15 for sewer connection, the 1947 tax was \$488.20.

COST OF REPRODUCTION NEW LESS DEPRECIATION.

From the plans and specifications the dwelling contains 37292 cubic feet, and could be built new for \$1.00 per cubic foot, or	\$37,292
The garage and covered walk contain 8292 cubic feet and could be reproduced for 30¢ per cubic foot, or	2,488
The flagstone terraces have 245 square feet at \$3.00 per square foot, or	735
The driveway and walks	750
Lawns and shrubbery	2,000
A similar lot in the neighborhood could be bought for ..	3,000
Total reproduction cost new	<u>\$46,265</u>

Because of the age and condition of the dwelling, there is depreciation of \$8,000, making a reproduction cost new less depreciation of THIRTY-EIGHT THOUSAND TWO HUNDRED SIXTY-FIVE (\$38,265) DOLLARS. However, on today's market purchasers are not taking into consideration full obsolescence and depreciation, but are purchasing properties of this type on their reproduction cost new less the cost of placing them in condition. In my opinion the cost of making the necessary repairs and redecoration would be at least \$4,000.

COMPARATIVE SALES

When the subject property was erected, there were few dwellings in Princeton of modern architectural design. In the past two years many properties of this type have been constructed, and a number have come on the market for resale. However, it has been the appraiser's experience that even in these times this type of property is difficult to sell because purchasers liking the modern design differ in their ideas of what is good.

In 1945 the Lowe property, adjoining the subject property, came on the market. This is of similar design, is in excellent condition, and contains the same number of rooms and facilities as the subject property. In November, 1945 that property was sold through the appraiser's office for \$30,000. Since that time market prices have generally increased 25%.

On Lafayette Road a modern design dwelling built in 1946 on the same size lot as that of the subject property, and with 4 bedrooms and 2 baths but with slightly smaller other accommodations, sold in March, 1948 for \$32,000.

On Allison Road a modern design dwelling in the very best and latest condition, built in 1947, with facilities similar to those in the subject property, was placed on the market for sale in February, 1948 at \$55,000. After being on the market for several months and the owners having received only much lower offers, the property was withdrawn from the market.

CERTIFICATE OF APPRAISAL

Edmund D. Cook does hereby certify that upon application of
TRUSTEES OF THE INSTITUTE FOR ADVANCED STUDY
for an appraisal of BATTLE ROAD CIRCLE property, belonging
to Dr. Winfield W. Riefler, and designated as Lot #14, Sec-
tion #14, on Page #10 of the Tax Map of Princeton Township,
Mercer County, New Jersey, he has personally inspected the
property and in his judgment the market value of the property
as of April 28, 1948 is THIRTY-EIGHT THOUSAND (\$38,000) DOLLARS.
Edmund D. Cook further certifies that he has no personal or
financial interest present or prospective in the results of
the appraisal.



APPRAISAL OF PROPERTY
BATTLE ROAD CIRCLE.

BELONGING TO
DR. WINFIELD W. RIEFLER.

DESIGNATED AS
LOT #14, SECTION #14, ON PAGE #10
OF THE TAX MAP OF PRINCETON TOWNSHIP,
MERCER COUNTY, NEW JERSEY.

IN ACCORDANCE WITH THE REQUEST
of
TRUSTEES
of the
INSTITUTE FOR ADVANCED STUDY,
PRINCETON, NEW JERSEY,

EDMUND D. COOK
REAL ESTATE CONSULTANT
PRINCETON, NEW JERSEY

MEMO

TO: Mr. William Bradley

DATE: April 27, 1948

FROM: Mary C. McNamara

RE: Professor Riefler

Dear Mr. Bradley,

As per our telephone conversation, I am enclosing an extra copy of a letter sent to Professor Riefler from this office on October 14, 1938.

Our records here indicate that he owes us \$18,085.83 after the deduction from his April salary check. This amount may be broken down as follows:

Principal balance \$ 17,620.07

Advances less
payments to us:

Real estate taxes	40.47
Fire Insurance	93.98
Life Insurance	<u>331.31</u>
	<u>465.76</u>
	<u>\$ 18,085.83</u>

Call me if you'd like us to write to Professor Riefler from this office, giving him a statement of his account to date.

Sincerely,

Mary

SPECIFICATIONS
FOR
RESIDENCE
FOR

PROFESSOR WINFIELD RIEFLER
PRINCETON, NEW JERSEY

SET
JULY 1937

EVANS MOORE & WOODBRIDGE ARCHITECTS
101 PARK AVENUE, NEW YORK CITY

THE GENERAL CONDITIONS OF THE CONTRACT FOR THE CONSTRUCTION OF BUILDINGS

Standard Form of The American Institute of Architects

THIS STANDARD FORM OF GENERAL CONDITIONS, FIFTH EDITION, HAS RECEIVED THE APPROVAL OF THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA. IT HAS BEEN SUBMITTED FOR APPROVAL TO THE OTHER ORGANIZATIONS THAT APPROVED THE FOURTH EDITION, AND FAVORABLE ACTION WILL BE NOTED HERE IN SUBSEQUENT PRINTINGS.

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Art. 1. Definitions.

- (a) The Contract Documents consist of the Agreement, the General Conditions of the Contract, the Drawings and Specifications, including all modifications thereof incorporated in the documents before their execution. These form the Contract.
- (b) The Owner, the Contractor and the Architect are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender.
- (c) The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
- (d) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- (e) The term "work" of the Contractor or Subcontractor includes labor or materials or both.
- (f) All time limits stated in the Contract Documents are of the essence of the Contract.
- (g) The law of the place of building shall govern the construction of this Contract.

Art. 2. Execution, Correlation and Intent of Documents.—The Contract Documents shall be signed in duplicate by the Owner and the Contractor. In case the Owner and the Contractor fail to sign the General Conditions, Drawings or Specifications, the Architect shall identify them.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

Art. 3. Detail Drawings and Instructions.—The Architect shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

The work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instructions.

The Contractor and the Architect, if either so requests, shall jointly prepare a schedule, subject to change from time to time in accordance with the progress of the work, fixing the dates at which the various detail drawings will be required, and the Architect shall furnish them in accordance with that schedule. Under like conditions, a schedule shall be prepared, fixing the dates for the submission of shop drawings, for the beginning of manufacture and installation of materials and for the completion of the various parts of the work.

Art. 4. Copies Furnished.—Unless otherwise provided in the Contract Documents the Architect will furnish to the Contractor, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

Art. 5. Shop Drawings.—The Contractor shall submit with such promptness as to cause no delay in his own work or in that of any other Contractor, two copies of all shop or setting drawings and schedules required for the work of the various trades, and the Architect shall pass upon them with reasonable promptness, making desired corrections, including all necessary corrections relating to artistic effect. The Contractor shall make any corrections required by the Architect, file with him two corrected copies and furnish such other copies as may be needed. The Architect's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has in writing called the Architect's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.

Art. 6. Drawings and Specifications on the Work.—The Contractor shall keep one copy of all drawings and specifications on the work, in good order, available to the Architect and to his representatives.

Art. 7. Ownership of Drawings and Models.—All drawings, specifications and copies thereof furnished by the Architect are his property. They are not to be used on other work and, with the exception of the signed Contract set, are to be returned to him on request, at the completion of the work. All models are the property of the Owner.

Art. 8. Samples.—The Contractor shall furnish for approval all samples as directed. The work shall be in accordance with approved samples.

Art. 9. Materials, Appliances, Employees.—Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or any one not skilled in the work assigned to him.

Art. 10. Royalties and Patents.—The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent he shall be responsible for such loss unless he promptly gives such information to the Architect or Owner.

Art. 11. Surveys, Permits and Regulations.—The Owner shall furnish all surveys unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Architect in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect, he shall bear all costs arising therefrom.

Art. 12. Protection of Work and Property.—The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents.

The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and he shall designate a responsible member of his organization on the work, whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the Architect by the Contractor.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Architect or Owner, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so instructed or authorized. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement or Arbitration.

Art. 13. Inspection of Work.—The Architect and his representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Architect's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Architect timely notice of its readiness for inspection, and if the inspection is by another authority than the Architect, of the date fixed for such inspection. Inspections by the Architect shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Architect, it must, if required by the Architect, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Architect and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the Contract Documents the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents the Contractor shall pay such cost, unless he shall show that the defect in the work was caused by another Contractor, and in that event the Owner shall pay such cost.

Art. 14. Superintendence: Supervision.—The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Architect. The superintendent shall not be changed except with the consent of the Architect, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

The Contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Architect any error, inconsistency or omission which he may discover, but he shall not be held responsible for their existence or discovery.

Art. 15. Changes in the Work.—The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Architect shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the building, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the Owner signed or countersigned by the Architect, or a written order from the Architect stating that the Owner has authorized the extra work or change, and no claim for an addition to the contract sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum.
- (b) By unit prices named in the contract or subsequently agreed upon.
- (c) By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (c), he shall keep and present in such form as the Architect may direct, a correct account of the cost, together with vouchers. In any case, the Architect shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of changes shall be made on the Architect's certificate.

Should conditions encountered below the surface of the ground be at variance with the conditions indicated by the drawings and specifications the contract sum shall be equitably adjusted upon claim by either party made within a reasonable time after the first observance of the conditions.

Art. 16. Claims for Extra Cost.—If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Architect written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

Art. 17. Deductions for Uncorrected Work.—If the Architect and Owner deem it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the contract price shall be made therefor.

Art. 18. Delays and Extension of Time.—If the Contractor be delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect, or of any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Architect pending arbitration, or by any cause which the Architect shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Architect may decide.

No such extension shall be made for delay occurring more than seven days before claim therefor is made in writing to the Architect. In the case of a continuing cause of delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

This article does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

Art. 19. Correction of Work Before Final Payment.—The Contractor shall promptly remove from the premises all materials condemned by the Architect as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own

work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten days' time thereafter, the Owner may, upon ten days' written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

Art. 20. Correction of Work After Final Payment.—Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of substantial completion. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Architect subject to arbitration.

Art. 21. The Owner's Right to Do Work.—If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the Architect shall approve both such action and the amount charged to the Contractor.

Art. 22. Owner's Right to Terminate Contract.—If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Architect, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner, upon the certificate of the Architect that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Architect.

Art. 23. Contractor's Right to Stop Work or Terminate Contract.—If the work should be stopped under an order of any court, or other public authority, for a period of three months, through no act or fault of the Contractor or of anyone employed by him, or if the Architect should fail to issue any certificate for payment within seven days after it is due, or if the Owner should fail to pay to the Contractor within seven days of its maturity and presentation, any sum certified by the Architect or awarded by arbitrators, then the Contractor may, upon seven days' written notice to the Owner and the Architect, stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

Art. 24. Applications for Payments.—The Contractor shall submit to the Architect an application for each payment, and, if required, receipts or other vouchers, showing his payments for materials and labor, including payments to subcontractors as required by Art. 37.

If payments are made on valuation of work done, such application shall be submitted at least ten days before each payment falls due, and, if required, the Contractor shall, before the first application, submit to the Architect a schedule of values of the various parts of the work, including quantities, aggregating the total sum of the contract, divided so as to facilitate payments to subcontractors in accordance with Article 37 (e), made out in such form as the Architect and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness as the Architect may direct. This schedule, when approved by the Architect, shall be used as a basis for

certificates of payment, unless it be found to be in error. In applying for payments, the Contractor shall submit a statement based upon this schedule, and, if required, itemized in such form and supported by such evidence as the Architect may direct, showing his right to the payment claimed.

If payments are made on account of materials delivered and suitably stored at the site but not incorporated in the work, they shall, if required by the Architect, be conditional upon submission by the Contractor of bills of sale or such other procedure as will establish the Owner's title to such material or otherwise adequately protect the Owner's interest.

Art. 25. Certificates of Payments.—If the Contractor has made application as above, the Architect shall, not later than the date when each payment falls due, issue to the Contractor a certificate for such amount as he decides to be properly due.

No certificate issued nor payment made to the Contractor, nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this contract. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work appearing after final payment or from requirement of the specifications, and of all claims by the Contractor, except those previously made and still unsettled.

Should the Owner fail to pay the sum named in any certificate of the Architect or in any award by arbitration, upon demand when due, the Contractor shall receive, in addition to the sum named in the certificate, interest thereon at the legal rate in force at the place of building.

Art. 26. Payments Withheld.—The Architect may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the Owner from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- (d) A reasonable doubt that the contract can be completed for the balance then unpaid.
- (e) Damage to another Contractor.

When the above grounds are removed payment shall be made for amounts withheld because of them.

Art. 27. Contractor's Liability Insurance.—The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the Owner, if he so require, and shall be subject to his approval for adequacy of protection.

Art. 28. Owner's Liability Insurance.—The Owner shall be responsible for and at his option may maintain such insurance as will protect him from his contingent liability for damages for personal injury, including death, which may arise from operations under this contract.

Art. 29. Fire Insurance.—The Owner shall effect and maintain fire insurance upon the entire structure on which the work of this contract is to be done to one hundred per cent of the insurable value thereof, including items of labor and materials connected therewith whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction including surplus materials, shanties, protective fences, bridges, or temporary structures, miscellaneous materials and supplies incident to the work, and such scaffoldings, stagings, towers, forms, and equipment as are not owned or rented by the contractor, the cost of which is included in the cost of the work. **EXCLUSIONS:** This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffoldings, stagings, towers, and forms owned or rented by the Contractor, the capital value of which is not included in the cost of the work, or any cook shanties, bunk houses or other structures erected for housing the workmen. The loss, if any, is to be made adjustable with and payable to the Owner as Trustee for whom it may concern, except in such cases as may require payment of all or a proportion of said insurance to be made to a mortgagee as his interests may appear.

The Contractor, on his written request, shall be named jointly with Owner in all policies, all of which shall be open to his inspection. If the Owner fails to show them on request, or if he fails to effect or maintain insurance as above, the Contractor may insure his own interest and charge the cost thereof to the Owner. If the Contractor is damaged by failure of the Owner to maintain such insurance, he may recover as stipulated in the contract for recovery of damages.

If required in writing by any party in interest, the Owner as Trustee shall, upon the occurrence of loss, give bond for the proper performance of his duties. He shall deposit any money received from insurance in an account separate from all his other funds and he shall distribute it in accordance with such agreement as the parties in interest may reach, or under an award of arbitrators appointed, one by the Owner, another by joint action of the other parties in interest, all other procedure being as provided elsewhere in the contract for Arbitration. If after loss no special agreement is made, replacement of injured work shall be ordered and executed as provided for changes in the work.

The Trustee shall have power to adjust and settle any loss with the insurers unless one of the Contractors interested shall object in writing within three working days of the occurrence of loss, and thereupon arbitrators shall be chosen as above. The Trustees shall in that case make settlement with the insurers in accordance with the directions of such arbitrators, who shall also, if distribution by arbitration is required, direct such distribution.

Art. 30. Guaranty Bonds.—The Owner shall have the right, prior to the signing of the Contract, to require the Contractor to furnish bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder, in such form as the Owner may prescribe and with such sureties as he may approve. If such bond is required by instructions given previous to the submission of bids, the premium shall be paid by the Contractor; if subsequent thereto, it shall be paid by the Owner.

Art. 31. Damages.—If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by him, then he shall be reimbursed by the other party for such damage.

Claims under this clause shall be made in writing to the party liable within a reasonable time at the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration.

Art. 32. Liens.—Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remain unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

Art. 33. Assignment.—Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

Art. 34. Mutual Responsibility of Contractors.—Should the Contractor cause damage to any separate contractor on the work the Contractor agrees, upon due notice, to settle with such contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at the Owner's expense and, if any judgment against the Owner arise therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

Art. 35. Separate Contracts.—The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Architect any defects in such work that render it unsuitable for such proper execution and results. His failure

so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

To insure the proper execution of his subsequent work the Contractor shall measure work already in place and shall at once report to the Architect any discrepancy between the executed work and the drawings.

Art. 36. Subcontracts.—The Contractor shall, as soon as practicable after the execution of the contract, notify the Architect in writing of the names of subcontractors proposed for the principal parts of the work and for such others as the Architect may direct and shall not employ any that the Architect may within a reasonable time object to as incompetent or unfit.

If the Contractor has submitted before execution of the contract a list of subcontractors and the change of any name on such list is required in writing by the Owner after such execution, the contract price shall be increased or diminished by the difference in cost occasioned by such change.

The Architect shall, on request, furnish to any subcontractor, wherever practicable, evidence of the amounts certified on his account.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

Art. 37. Relations of Contractor and Subcontractor.—The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Agreement, the General Conditions, the Drawings and Specifications as far as applicable to his work, including the following provisions of this article, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner or Architect.

This does not apply to minor subcontracts.

The Subcontractor agrees—

(a) To be bound to the Contractor by the terms of the Agreement, General Conditions, Drawings and Specifications, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the Owner.

(b) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment under Article 24 of the General Conditions.

(c) To make all claims for extras, for extensions of time and for damages for delays or otherwise, to the Contractor in the manner provided in the General Conditions for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost is one week.

The Contractor agrees—

(d) To be bound to the Subcontractor by all the obligations that the Owner assumes to the Contractor under the Agreement, General Conditions, Drawings and Specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.

(e) To pay the Subcontractor, upon the payment of certificates, if issued under the schedule of values described in Article 24 of the General Conditions, the amount allowed to the Contractor on account of the Subcontractor's work to the extent of the Subcontractor's interest therein.

(f) To pay the Subcontractor, upon the payment of certificates, if issued otherwise than as in (e), so that at all times his total payments shall be as large in proportion to the value of the work done by him as the total amount certified to the Contractor is to the value of the work done by him.

(g) To pay the Subcontractor to such extent as may be provided by the Contract Documents or the subcontract, if either of these provides for earlier or larger payments than the above.

(h) To pay the Subcontractor on demand for his work or materials as far as executed and fixed in place, less the retained percentage, at the time the certificate should issue, even though the Architect fails to issue it for any cause not the fault of the Subcontractor.

(i) To pay the Subcontractor a just share of any fire insurance money received by him, the Contractor, under Article 29 of the General Conditions.

(k) To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.

(l) That no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten days of the calendar month following that in which the claim originated.

(m) To give the Subcontractor an opportunity to be present and to submit evidence in any arbitration involving his rights.

(n) To name as arbitrator under arbitration proceedings as provided in the General Conditions the person nominated by the Subcontractor, if the sole cause of dispute is the work, materials, rights or responsibilities of the Subcontractor; or, if of the Subcontractor and any other subcontractor jointly, to name as such arbitrator the person upon whom they agree.

The Contractor and the Subcontractor agree that—

(o) In the matter of arbitration, their rights and obligations and all procedure shall be analogous to those set forth in this contract.

Nothing in this article shall create any obligation on the part of the Owner to pay to or to see to the payment of any sums to any Subcontractor.

Art. 38. Architect's Status.—The Architect shall have general supervision and direction of the work. He is the agent of the Owner only to the extent provided in the Contract Documents and when in special instances he is authorized by the Owner so to act, and in such instances he shall, upon request, show the Contractor written authority. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.

As the Architect is, in the first instance, the interpreter of the conditions of the Contract and the judge of its performance, he shall side neither with the Owner nor with the Contractor, but shall use his powers under the contract to enforce its faithful performance by both.

In case of the termination of the employment of the Architect, the Owner shall appoint a capable and reputable Architect, against whom the Contractor makes no reasonable objection, whose status under the contract shall be that of the former Architect; any dispute in connection with such appointment to be subject to arbitration.

Art. 39. Architect's Decisions.—The Architect shall, within a reasonable time, make decisions on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

The Architect's decisions, in matters relating to artistic effect, shall be final, if within the terms of the Contract Documents.

Except as above or as otherwise expressly provided in the Contract Documents, all the Architect's decisions are subject to arbitration.

If, however, the Architect fails to render a decision within ten days after the parties have presented their evidence, either party may then demand arbitration. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not disturb or interrupt such proceedings except where such decision is acceptable to the parties concerned.

Art. 40. Arbitration.—All disputes, claims or questions subject to arbitration under this contract shall be submitted to arbitration in accordance with the provisions, then obtaining, of the Standard Form of Arbitration Procedure of The American Institute of Architects, and this agreement shall be specifically enforceable under the prevailing arbitration law, and judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other.

The Contractor shall not cause a delay of the work during any arbitration proceeding, except by agreement with the Owner.

Notice of the demand for arbitration of a dispute shall be filed in writing with the Architect and the other party to the contract. If the arbitration is an appeal from the Architect's decision, the demand therefor shall be made within ten days of its receipt; in any other case the demand for arbitration shall be made within a reasonable time after the dispute has arisen; in no case, however, shall the demand be made later than the time of final payment, except as otherwise expressly stipulated in the contract.

The arbitrators, if they deem that the case requires it, are authorized to award to the party whose contention is sustained, such sums as they or a majority of them shall deem proper to compensate it for the time and expense incident to the proceeding and, if the arbitration was demanded without reasonable cause, they may also award damages for delay. The arbitrators shall fix their own compensation, unless otherwise provided by agreement, and shall assess the costs and charges of the proceeding upon either or both parties.

Art. 41. Cash Allowances.—The Contractor shall include in the contract sum all allowances named in the Contract Documents and shall cause the work so covered to be done by such contractors and for such sums as the Architect may direct, the contract sum being adjusted in conformity therewith. The Contractor declares that the contract sum includes such sums for expenses and profit on account of cash allowances as he deems proper. No demand for expenses or profit other than those included in the contract sum shall be allowed. The Contractor shall not be required to employ for any such work persons against whom he has a reasonable objection.

Art. 42. Use of Premises.—The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the Architect and shall not unreasonably encumber the premises with his materials.

The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

The Contractor shall enforce the Architect's instructions regarding signs, advertisements, fires and smoking.

Art. 43. Cutting, Patching and Digging.—The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and he shall make good after them as the Architect may direct.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefor.

The Contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor save with the consent of the Architect.

Art. 44. Cleaning Up.—The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave his work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove the rubbish and charge the cost to the several contractors as the Architect shall determine to be just.

Riefler Residence

May 26, 1937

ADDENDA TO SPECIFICATIONS

1. Change desk in Living Room to seat and wood box.
2. Add telephone in Study near desk.
3. Omit leader near Living Room Chimney.
4. There are no service stairs. They should not be mentioned in specifications.
- ~~5. Omit doors #101 (Hall to Living Room)~~
6. Substitute Pembroke tub in Maids Bath for Recona specified.
7. Add to the Plumbing Fixture List:

BATH #3

- 1 - P-2315-17 5½' enameled bath complete as described for Bath #1, outlet in right end.
- 1 - F-131 24x20" lavatory complete as described for Bath #1.
- 1 - F-2149-A closet as described for Bath #1.

EXCAVATION

General:

All work included under this heading shall be subject to the General Conditions of the entire operation. The Contractor for this portion of the work is required to refer especially thereto.

Removal of Top Soil:

This Contractor shall remove all sod and top soil to the depth to which it exists throughout the area of the building and five feet outside it.

He shall pile the same in spoil banks where directed by the Architects.

Removal of Trees and Shrubs:

This Contractor shall remove all trees which are in the area of the building.

He shall burn or remove from the premises all brush from such cutting.

General Excavations:

This Contractor shall excavate for the cellar, foundation walls, areas, and such other work as may be necessary to the depths indicated on the drawings or herein specified.

All trenches for footings shall have solid, level, and undisturbed bottoms.

All footings for exterior walls shall go down at least three foot six inches below the finish grade, or to solid ledge rock if such exists at a lesser depth.

Footings adjacent to cellar floors shall be entirely below the floor slab specified.

Unexcavated portions shall be excavated to provide a clear air space of not less than 3'-0" below the floor beams.

No footing may rest on filled material, except as specifically authorized by the Architects, or by other provisions of these specifications.

The excavations shall be kept as free as possible from surface drainage.

Backfill:

This Contractor shall backfill against all masonry walls.

Backfill shall be well puddled and tamped, to provide proper drainage away from the building.

Grading:

Material from the excavations shall be disposed to make rough grades as shown on the drawings.

Except as otherwise indicated on the drawings all areas thus graded shall be covered with top soil from the excavations evenly spread and raked smooth using all top soil removed from the excavated spaces.

Excavation
Page 2

Leader Drains:

The Contractor shall excavate for leader drains from the base of all leaders to the gutter of the street as indicated on the drawings.

Rock Excavation:

This Contract shall be based on the excavation of earth, hard pan, and rocks or boulders of not more than one cubic^{ft}/in volume each. For the blasting of rocks or boulders of greater size or of solid ledge rock, this Contractor shall receive additional compensation at the unit price or prices stipulated in the Contract. The Contractor shall notify the Architects when such rock is encountered before proceeding with the blasting.

MASONRY

Masonry
Page 1

General:

All work included under this heading shall be subject to the General Conditions of the entire operation.

The subcontractor for this portion of the work is especially required to refer thereto.

This Contractor shall furnish all necessary appliances, tools, scaffolds, mixing boxes, etc., and all other material required to carry out his contract in the most rapid and thorough manner.

All masonry work shall be suspended in freezing weather, except when especially permitted by the Architects.

All walls, floors, etc., recently built, shall be properly protected from the weather and from all injury.

All work injured in any way shall be taken down and rebuilt.

All masonry sills or projecting work shall be protected by boarding, immediately after setting.

Materials:

Unless otherwise specified, masonry materials shall be as follows:

Cement: All cement shall be of an approved brand of Portland Cement, delivered in original trade-marked packages, and carefully housed and protected from dampness and deterioration.

Lint: All lint shall be of an approved brand of ~~Blackstone Portland Cement~~ hydrated lint or an approved brand of mason's lint properly slaked at the job.

Sand: All sand shall be clean, sharp, and free from foreign matter.

Gravel: All gravel or crushed stone for concrete shall be from 1/2" to 1" in diameter, clean and free from foreign matter.

Common Brick: All brick not otherwise specified shall be of an approved brand of common brick. Where exposed to view, these brick shall be so selected as to eliminate broken edges or excessive chipping. All such brick shall be hard burned and uniform.

Fire Brick: All fire brick shall be of an approved brand of hard burned clay fire brick.

Concrete Blocks: All concrete blocks shall be of an approved manufacture of stone concrete.

Cinder Concrete Blocks: All cinder concrete blocks shall be made in accordance with the Straub patent.

Hollow Tile Blocks: All hollow tile blocks shall be hard burned terra cotta blocks of approved manufacture. Blocks in exterior walls and bearing partitions shall be load bearing.

Gypsum Blocks: All gypsum cement blocks shall be of an approved manufacture.

Mortar:

Unless otherwise specified all mortar for stone work shall be composed of one part cement and three parts sand.

Unless otherwise specified all mortar for brick work, terra cotta, or concrete blocks shall be composed of one part cement, one part lime, and six parts sand.

Concrete:

Unless otherwise specified all concrete for foundation walls and footings shall be composed of one part cement, two and one-half parts sand, and five parts gravel or crushed stone.

Unless otherwise specified all other concrete shall be composed of one part cement, two parts sand, and four parts gravel, or crushed stone.

The proper quantity of water shall be added to these ingredients, after they have been thoroughly mixed, so that the concrete may be easily spaded or rodded in place. In no case shall it be wet enough so that water may run out of the mass.

Footings:

All footings for foundations, piers, columns, etc., shall be as shown on the drawings.

All footings must rest on solid, undisturbed bottom.

Where there is a change in level in footings, it shall be at the rate of not more than one foot of rise to two feet of length, or the change may be made by a properly reinforced footing spanning over any insecure bottom.

Footings shall be reinforced over any trenches, or other excavations.

If not otherwise shown on the drawings, all foundation walls shall have footings 12" deep and projecting 6". If not shown on the drawings, all piers, columns, etc., shall have footings ^{specifically} adequate to distribute the load they carry, as approved by the architect.

Foundations:

All foundation walls shall be constructed of materials shown on the drawings. Such walls shown to be of stone shall be of field stone, of approved quality, well bonded and laid on its natural bed.

Such walls shown to be of concrete shall be of concrete poured in accurately constructed forms on both sides of the wall.

Such walls so indicated shall be of concrete blocks.

If so designated on the drawings, the hollow spaces of such concrete blocks shall be filled with concrete mixed in the proportion of 1:2-1/2:5.

All foundation walls shall be of thicknesses shown on the drawings.

This Contractor shall set into all foundation walls 1/2"x20" bolts for securing sills. They shall be properly anchored into the masonry. The same shall be provided for plates resting on masonry walls.

Chases:

This Contractor shall ascertain the locations of all chases or openings for pipes, wires, etc., and shall construct such as are required.

Anchors:

This Contractor shall build in place all anchors, bolts, flashings, wall plugs, nailing strips, beams, frames, etc., as directed by those who furnish them.

Doors and Windows:

This Contractor shall build in place all window and door frames in masonry as shown on the drawings.

All wood door and window frames shall be thoroughly caulked with an approved elastic caulking compound and oakum.

Grounds:

This Contractor shall build in wood blocks and grounds where required for carpentry work or other trades.

Cement Floors:

This Contractor shall lay where shown on the drawings cement floors.

The earth shall be leveled up and well tamped under such floors, and covered with a 6" layer of gravel, or cinders, well rammed.

Over this shall be laid three inches of concrete and one inch of cement finish consisting of one part cement and two parts sand, trowelled smooth.

Where drains are indicated on the drawings, the floor shall pitch to the drains, with a pitch of $1/8"$ to the foot, unless a different pitch is indicated on the drawings or directed by the Architects. If no drain is shown in garage floors, they shall pitch toward the doors with a pitch of $1/8"$ to the foot.

Chimneys:

All chimneys, except as otherwise shown, shall rest on concrete footings, 12" thick and projecting not less than 6" on all sides, except where chimneys rest on solid ledge rock.

Below the first floor level, they shall be built of the materials indicated on the drawings, such materials to be used in accordance with specifications for Foundation Walls above. All portions of chimneys shown to be of brick shall, unless otherwise specifically indicated, be of common brick. They shall be built solid, and properly bonded. Full size bricks must be used throughout except where it is necessary to cut bricks. There shall be no hollow spaces except where shown on the drawings or specified elsewhere.

Chimneys shown to rest on steel beams shall be built on reinforced concrete slabs of approved design.

Chimneys (continued):

All flues shall have standard hard burned terra cotta flue linings of the sizes indicated.

All miterings shall be cut half on each piece, and joints brought together accurately.

Special care must be taken that all joints are free from projecting mortar on the inside.

Above the first floor floor, chimneys shall be built of common brick, unless otherwise indicated. Where other materials are indicated in conjunction with brick, for exterior facing, etc., such material shall be properly bonded to the brick.

Fireplaces:

All fireplaces shall be constructed as shown on the drawings.

All fireplaces shall have steel angle lintels of appropriate sizes and Covert Old Style dampers set 8" above the opening.

Under hearths shall be brick trimmer arches or reinforced concrete slabs properly tied to the Chimneys.

Inner hearths of all fireplaces shall be of fire brick.

Fireplace facings, linings, and outer hearths shall be of materials shown on the drawings, or elsewhere specified.

Pipe Sleeves:

Terra cotta pipe sleeves shall be provided wherever necessary in the foundation walls for pipes.

Riefler Residence

Masonry
Page 5

Waterproofing:

Exterior walls of Basement to be parged with 3/4" waterproofed cement and one coat of R.I.W. Foundation Mastic.

Exterior Walls:

All exterior walls except as otherwise indicated shall be constructed of cinder concrete blocks.

Cement Floors:

Concrete and cement finish for all cement floors in the basement shall contain an approved integral waterproofing.

Leader Drains:

This Contractor shall connect all leaders with 4" terra cotta sewer tile with joints cemented to ~~dry walls provided under~~ Excavations the gutter of the street as shown on the drawings.

Concrete Steps:

This Contractor shall construct where shown on the drawings concrete steps. They shall be over an adequate stone fill, and the concrete shall be nowhere less than 3 inches thick.

They shall have a cement finish as provided for cement floors, with a rough texture for the treads.

Porch Floors:

Porch floors indicated to be over fill shall have a concrete slab as specified for cement floors, over an additional fill of large stones not less than 12" thick.

All porch floors shall be of materials noted on the drawings.

Porch floors specified to be flagstone shall be of flagstone of approved color and texture, laid in approved patterns.

Flagstone shall be 1" thick.

Porch floors specified to be cement shall have a cement finish as specified for cement floors, marked off in two foot squares, colored as directed.

Fireplaces:

All fireplaces shall have linings of fire brick set on edge and inner hearths of firebrick. All fireplace facings and outer hearths shall be of 1" black slate with honed finish, except where other materials are indicated on the drawings.

Areas:

This Contractor shall construct brick areas where and as shown on the drawings.

Areas shall extend 2' below the basement window sills, and shall be filled up to this point with coarse broken stone.

They shall be properly supported and tied to the foundation walls so as to avoid any settlement.

Riefler Residence

Masonry

Page 6

Stone Sills:

All windows shall have $1\frac{1}{2}$ " flagstone sills of color and texture as approved by the Architects, installed as shown on the drawings.

Glass Brick:

Where shown on the drawings the contractor shall furnish and install Insulux glass brick, as detailed.

Flagstone Terrace:

The contractor shall furnish and install where shown on the drawings a flagstone terrace of 1" random rectangular flagstone of approved color, texture, and pattern, laid in dirt.

Lathing & Plastering
Page 1

LATHING AND PLASTERING

General:

All work included under this heading shall be subject to the General Conditions of the entire operation.

The subcontractor for this portion of the work is required to refer thereto.

The Contractor for this part of the work shall carefully examine all ceilings, partitions, and furring, and if these are not perfectly plumb, level, and solidly secured at all angles, he shall notify the General Contractor and have all such defects remedied before the lathing is commenced.

He shall provide all necessary labor and material, including scaffolding, etc., remove all rubbish and leave the work in clean and perfect condition.

After the work of all other mechanics is finished, he shall replaster all damaged portions of his work.

Materials:

Sand shall be clean, sharp and free from foreign matter.

Cement plaster shall be Red Top cement plaster or Red Top King's Windsor.

Lime shall be U.S. Gypsum Company's Hydrated lime.

Plaster of Paris shall be Red Top.

Keene's cement shall be Red Top Keene's cement.

Portland cement shall be as specified under Masonry.

Samples:

Sample panels of all finishes shall be made for the Architects' approval.

Metal Lath:

All ceilings specified to have metal lath shall be lathed with Bostwick painted truss loop metal lath weighing not less than 3.4 lb. per sq. yd.

All walls specified to have metal lath shall be lathed with Bostwick or Red Top galvanized diamond metal lath weighing not less than 3.4 lb. per sq. yd.

Wall and ceiling lath shall overlap at least 4".

Metal corner beads shall be used at all exposed angles throughout.

Plaster Board:

All surfaces designated to be lathed with plaster board shall be lathed with U.S. Gypsum Company rock lath or approved equal applied in strict accordance with the manufacturer's directions.

All surfaces designated to be lathed with insulating board shall be lathed with celotex lath or approved equal 1/2" thick, applied in strict accordance with the manufacturer's directions.

Bathroom Accessories:

This Contractor shall make metal lath recesses for and set all bathroom accessories specified elsewhere.

Lathing & Plastering
Page 2

Interior Plastering:

All surfaces designated to have sand finish shall be plastered with Gypsum cement plaster in two coats, with a sand finish, textured as directed by the Architects.

All surfaces designated to have Keene's cement finish shall have a scratch and a brown coat of gypsum cement plaster.

They shall have a finish coat of Keene's cement applied in accordance with the manufacturer's directions.

All surfaces designated to have white plaster finish shall have scratch and brown coats of gypsum cement plaster and a finish coat of lime putty and plaster of Paris, applied in accordance with the manufacturer's directions.

All plaster shall be full $\frac{3}{4}$ " thick, where metal lath is used, and full $\frac{3}{8}$ " thick over all plaster board.

Foundation Tile:

All walls designated to have tile finish shall receive a scratch and a brown coat of Portland cement plaster, composed of one part Portland cement, one part lime putty and six parts sand.

Riefler Residence

Lathing & Plastering
Page 3

Interior Lathing:

All ceilings of the first and second floors shall be lathed with metal lath.

All exterior walls of the first and second floors shall be lathed with insulating lath.

All walls of bath rooms and lavatories of the first and second floors shall be lathed with metal lath. All other walls shall be lathed with plasterboard.

Interior Plastering:

All ceilings of bath rooms and lavatories of the first and second floors shall have white finish plaster as above specified.

~~All walls and ceilings of all other rooms of the first and second floors shall have white finish plaster as above specified.~~

All walls of such rooms shall have Keene's cement finish as above specified.

All ceilings of the Kitchen and Pantry and all walls of rooms of the first and second floors not otherwise specified shall have white finish plaster.

All ceilings not otherwise specified shall have sand finish plaster as above specified.

SHEET METAL AND ROOFING

General:

All work included under this heading shall be subject to the General Conditions of the entire operation. The Subcontractor for this portion of the work is required to refer especially thereto.

All work must be done in the neatest and best manner, and left free from rubbish, clean and perfect upon completion.

Sheet Metal Included:

This Contractor shall provide and apply all sheet metal work, including all flashings, all metal gussets, all metal gutters, rain conductors, devices for hanging and connecting same, and all other sheet metal work as specified or as required to complete the work, except as otherwise specified.

Material:

Copper unless otherwise specified shall be 16 oz. Anaconda or Chase copper.

Gutters:

Metal gutters shall be installed of sizes, materials, and types and in locations as shown on the drawings or otherwise specified.

All gutters including wood gutters shall be equipped with large globe shaped copper wire baskets at all leader openings.

Leaders:

Metal leaders shall be installed of sizes, materials and types, and in locations as shown on the drawings, or otherwise specified.

Flashing:

All chimneys and vertical walls extending above roofs shall have step-flashing not less than 4" high, extending 4" under the slates or shingles horizontally, and properly lapped.

Chimneys shall have counterflashing extending through to the inner edge of the flue linings, or to the inner edge of unlined flues.

All other vertical brick walls shall have counterflashing extending 4" into the walls and turned up.

All stone, hollow tile, or block walls shall have flashing extending through the wall and turned up.

All counterflashing shall be set as the mason work is done.

Sheet Metal and Roofing
Page 2

Door and Window Flashing:

The heads of all wooden window and door frames set in masonry, except such as are under porch roofs, shall be flashed with copper, extending to the back of the masonry work and turned up.

A copper pan shall be placed under all dormer window sills and all exterior doors above the first floor.

Guarantee:

The contractor shall guarantee his work in writing and shall make good any damage to any portion of the building caused by leakage through any part of the roofs or flashings, or due in any way to deficiencies of his work, within a period of two years.

Riefler Residence

Sheet Metal & Roofing
Page 3

Canvas Decks:

All decks so indicated on the drawings shall be covered with W.L. Barrell Company Con-Ser-Tex Canvas roofing, Grade I, applied in strict accordance with the manufacturer's directions.

It shall be laid over a heavy coating of Bedding Paint as supplied by the manufacturers, and secured with $7/8$ " copper tacks $3/4$ " apart. It shall be lapped $1\frac{1}{2}$ ", and the Bedding Paint shall cover the lap. The canvas shall be turned up at all walls, carried up at least 6", and covered with cap flashing as above specified.

Flat Roofs:

All flat roofs not otherwise specified shall be covered with four ply Type A Barrett Specification Roof consisting of one layer of unsaturated felt weighing not less than five lb. per 100 sq. ft., four plies of Barrett Specification Tarred Felt, not less than 125 lb. of Barrett Specification Pitch per 100 sq. ft., and not less than 300 lb. slag or 400 lb. gravel per 100 sq. ft. Such slag or gravel shall be from $1/4$ " to $5/8$ " thick and free from dirt. This roofing shall be laid in complete accordance with the manufacturer's directions.

Sheet Metal:

All sheet metal work shall be copper as above specified.

IRON AND STEEL

General:

All work included under this heading shall be subject to the General Conditions of the entire operation.

The subcontractor for this part of the work is required to refer especially thereto.

Erecting:

This Contractor shall erect all iron and steel work unless otherwise specified, and shall furnish all bearing plates, connections, and fittings necessary.

He shall do all cutting and fitting of his work required for the accommodation of the work of other trades, furnish all appliances, tools, derricks, and scaffolds, and all other materials required to carry out this contract in the most rapid and thorough manner.

Painting at Shop:

All iron and steel shall be carefully and thoroughly cleaned at the shop from dirt, rust, and scales, and given one coat of approved paint before shipment.

Painting after Erection:

After erection an additional coat of paint shall be supplied by this Contractor to all steel and iron except ornamental iron and steel windows.

Builders Iron:

This Contractor shall provide all anchors, clips, ties, bolts, and all other usual and necessary carpenter's and mason's building iron.

Structural Steel:

This Contractor shall furnish and erect all structural steel, beams, and girders as shown on the drawings.

Lintels:

This Contractor shall furnish for all openings in masonry steel lintels of adequate sizes except as otherwise shown on the drawings.

Drains:

This Contractor shall furnish where shown on the drawings 9" square cast iron drain covers with bell trap.

Iron and Steel
Page 2

Lally Columns:

This Contractor shall furnish and install where shown on the drawings 4" heavy weight lally columns, concrete filled, complete with caps and bases.

Basement Sash:

This Contractor shall furnish where shown on the drawings Venestra steel basement sash.

Steel Windows:

The Contractor shall furnish and install steel sash as shown on the drawing s. They shall be Hope's Holford standard steel windows with Hope's 16 gauge steel stools and casings, complete with friction hinges, bronze fasteners and rotary operators. Openings sash shall have Hope's bronze wire screens to fit. All steel sash, frames, screens, etc., shall be furnished with one baked-on priming coat. Steel windows shall be properly secured and caulked.

Railings:

The Contractor shall furnish and install where and as shown on the drawings pipe railings and supports for porch railings. All shall be properly anchored.

CARPENTRY

General:

All work included under this heading shall be subject to the general conditions of the entire operation.

The subcontractor for this portion of the work is required to refer especially thereto.

The Contractor shall furnish all rough or dressed lumber and all millwork and all labor therefore.

Unless otherwise specified he shall furnish and set all centers, templates, bracing, etc., required for other work. These centers shall be well stiffened and strong enough to carry the weights they support without deformation. They must be accurately formed to the required shapes and must be left in place until ordered by the Architects. He shall install all hardware and all medicine cabinets and accessories.

He shall provide all necessary wood blocks, nailing strips, plugs, doors, and window bucks, etc., and see that they are built in as required by other Contractor for their work, as the work progresses.

He shall cut and frame timbers and woodwork as required by the various other trades for the completion of their work, and provide all lumber required by them for scaffolding or for the protection of finished work unless otherwise specified.

All framing shall be plumb and true. Any framing member found to be out of level shall be corrected, or shimmied out to be true.

Materials and Workmanship:

All materials ~~xxxxxxx~~ required, herein specified or shown on drawings shall be the best of their respective kinds.

All shall be thoroughly seasoned or kiln-dried, and shall be thoroughly protected from the weather after leaving the kiln.

All workmanship shall be first class throughout.

Rough Lumber:

All framing timber and rough carpentry shall be of the best quality spruce or fir unless otherwise specified, or indicated on the drawings, free from loose or large knots, large shakes, excess sap, or other defects whereby its strength may be impaired/.

The sizes of all timbers shall be as shown on the drawings.

Framing:

All partitions shown to be of wood shall be framed with 2"x8"s well spiked together to form a continuous tie. They shall be bolted to the masonry walls with bolts as provided under Masonry.

Studs shall be doubled at openings and corners.

All framing shall be done to provide for uniform shrinkage.

All wood joists and rafters shall be of sizes shown on the drawings.

They shall be doubled at openings, and under partitions ~~xxxxxxx~~ parallel to them.

All trimmers and headers shall be doubled.

Partitions shall be trussed over openings 4'-0" or more wide.

Girders:

All joists framing into wood girders shall be carried on 2"x5" strips well spiked to the girder.

Joists carried by steel girders shall be framed on the lower flange unless otherwise indicated.

Bridging:

All joists shall have 1"x3" cross bridging once in every 7'-0" of length.

Hangers:

All headers over 4'-0" long and all joists framing into them shall be hung on approved hangers.

Nailing:

All framing, sheathing, finish woodwork, etc., shall be securely nailed with the proper type of nails of adequate sizes.

All studs shall be toe-nailed at the bottom with at least four 10d common nails at least every four feet.

Doubled studs, plates, sills, etc., shall be spiked together with 20d common nails at least every four feet.

Plates shall be spiked to the tops of studs with two 20d common nails for each stud. Guts, headers, etc., shall be similarly spiked.

All sheathing, rough flooring, etc., shall be secured with 8d common nails with at least two face nails for each board in every bearing.

All exterior woodwork shall be secured with galvanized nails, using 8d common nails for 7/8" material and 10d for 1-1/8", and larger nails as necessary.

Exterior Woodwork:

All exterior woodwork except as otherwise herein specified or indicated on the drawings shall be of clear white pine, free from any sappy places or other defects which may show through the finish.

All exterior millwork, trim, etc., shall be primed at the mill on all sides, as provided under Painting.

All exterior woodwork shall be made to detail as shown on the drawings.

Door Frames:

All exterior doors shall have frames of white pine, as above specified, made in accordance with details.

All exterior doors not shown to have masonry sills shall have sills of 1-3/4" clear white oak.

Clear oak saddles shall be provided for all doors where floor materials change.

Mirror Doors:

This Contractor shall furnish where indicated on the drawings mirror doors. Mirrors shall be AA commercial standard $\frac{3}{8}$ " plate glass as graded by the Mirror Manufacturers Association of America, made by Libby Owens Ford or Pittsburgh Plate Glass Company. Mirrors shall be set into doors and secured with moulding ~~to match~~ matching panel moulds.

Garage Doors:

Garage doors shall be overhead doors made and installed by the Overhead Door Corporation.

They shall be stock doors 1-3/4" thick, as shown on the drawings.

Doors shall be made to detail of clear white pine or Sitka spruce with panels as shown on the drawings.

They shall be complete with angle mounted 2" track, hinges, springs, cylinder locks and all necessary hardware and appliances.

Cylinders shall be furnished master keyed to the rest of the house.

Interior Woodwork:

All interior woodwork shall be of sound knot white pine, so selected as to be free from large or loose knots, sap spots, roughnesses, or other defects affecting the sharpness of moulding or finish.

All other interior woodwork unless otherwise specified shall be of clear white pine free from all defects which may show through the finish, or of sap white wood.

All interior woodwork shall be primed at the mill on all surfaces as provided under Painting, except that woodwork to be stained shall be back primed only.

All interior woodwork shall be made to detail as shown on the drawings.

Care of Millwork:

No interior millwork shall be placed in the building until the plaster is thoroughly dry.

Particular care shall be taken to protect such material from the weather during delivery from the mill.

Wood Finish Floors:

Floors specified to be strip oak shall be 13/16" x 2-1/4" plain sawn select grade oak flooring.

It shall be securely blind nailed in every bearing with 8d cut flooring nails.

Floors specified to have linoleum finish shall have 1"x2" clear fir finish wood flooring, blind nailed at every bearing with 8d cut flooring nails.

All closet floors shall be raised 13/16" above the floor of the room, with beveled saddle.

Linoleum floors:

All floors specified to have linoleum finish shall be covered with Armstrong 1/8" Marbelle linoleum in colors selected by the Owner.

All linoleum floors shall receive a thorough application of wax after all mechanical trades have left the building.

All rooms having linoleum floors shall have Armstrong flash type cove and base with metal building strip.

Cedar Closets:

All cedar shall be lined with 1/4"x2" T and G Aromatic Cedar.

Doors to these closets shall be made of cedar, the outside surface equalling the quality of woodwork specified for other doors.

Cedar closets shall have shelving of cedar as indicated on the drawings.

Closets:

All closets indicated to have shelves shall have 1" shelves of widths and quantity as shown on the drawings.

Shelves shall be supported by 1"x5" rabbetted hook strips.

Closets not otherwise indicated shall have one shelf, hookstrip and 1-1/2" birch pole.

Insulation:

The underside of all flat roofs over occupied portions of the house, except the garage and the underside of all sloping roofs, shall be insulated with 4" of Johns-Manville, Eagle Pitcher, or U.S. Gypsum Co. rock wool, applied by hand to a uniform thickness.

The insulation shall be so installed as to make a complete covering to the masonry walls.

Adequate windproofing shall be so installed as to make a complete covering, using Sinalcraft or other approved paper.

Weatherstrips:

wood

All exterior doors except except in the Garage shall be weatherstripped with Chamberlin or Accurate zinc interlocking weatherstrips.

Exterior doors shall have 1-3/8" brass saddles.

Screen Doors:

All exterior doors except in the garage shall have 1-1/8" screen doors designed to align with the regular doors.

They shall have 16 mesh Anaconia bronze wire cloth.

Screen doors shall have galvanized brass pin butts, Norton door closers, solid brass handles on both sides, and brass hooks and eyes.

Glazing:

All windows and glazed doors shall be glazed with American Window Glass Company, Libby Owens Ford or Pittsburgh Plate Glass Co. double strength A.

All glass shall be bedded in putty

* The manufacturer's label must remain on all glass until inspected by the Architects. with

All steel sash glazing shall be approved steel sash putty.

Rough Hardware:

This Contractor shall furnish all rough hardware including all nails, screws, sash pulleys, sash weights, etc.

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Rough Floor and Sheathing:

All spaces of the first and second floors shall receive rough floors of 1"x6" or 1"x8" T and G North Carolina pine sheathing, laid diagonally and well nailed at every bearing.

All exterior frame walls shall be sheathed with 1"x6" or 1"x8" T and G North Carolina pine sheathing laid diagonally and well nailed at every bearing.

All roofs shall be sheathed with the same, laid horizontally and well nailed at every bearing.

Building Paper:

All exterior frame walls shown to have wood finish shall be covered with Bermico or approved building paper.

All exterior walls shown to have stucco finish shall be covered with 15 lb. tarred felt.

Siding:

All walls so indicated on the drawings shall be covered with 1"x8" T and G #2 white pine flush boarding so selected as to have no large or loose knots, sappy places, roughnesses, or other defects which may affect the finish.

It shall have a small V-joint.

Doors:

All interior doors in the basement shall be stock fir 1-3/8" two panel doors.

All other interior doors shall be 1-3/8" Rezo flush panel doors. Such doors shall have birch finish.

All exterior doors shall be made to detail in sizes and designs as set forth in the door schedule and shown on the drawings.

Furring:

All masonry exterior walls indicated to be plastered on the inside shall be furred with 1"x2" spruce furring strips 16 o.c. except where greater depth is shown on the drawings.

All furring around chimneys shall be made with 2"x4" studs set flat-wise.

All framing shall be kept 1" from chimneys unless the masonry is more than 12" thick outside any flue.

This Contractor shall do all the necessary furring for woodwork and shall set all grounds required for plastering.

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Carpentry
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Main Stairs:

The main stairs to the second floor shall have 1-1/8" clear white oak treads and 7/8" white pine risers.

Strings shall be 1-1/8" white pine.

All treads and risers shall be housed into each other and into the wall string, and properly wedged and glued.

Newels shall be stock Curtis 9060.

The rail shall be stock Curtis 9520.

Balusters shall be stock Curtis C9220.

The stairs to the basement shall be like the main stairs.

Service Stairs:

The service stairs shall have 1-1/8" oak treads, 7/8" risers, housed and glued into each other and into 7/8" strings.

They shall have plain round rail carried on brackets.

Dressers:

The Kitchen and Pantry shall have wood dressers as indicated on the drawings.

All dressers shall have counter tops of 7/8" plywood with 1/8" plain color linoleum cemented to it. They shall have approved stainless steel or aluminum moulding at the front and rear.

Upper doors shall be glazed, 1-1/8" thick, as shown on the drawings.

Lower doors shall be flush panel, made from 1-1/8" plywood.

Drawers shall have 1/2" sides and backs, 7/8" fronts and 1/4" plywood bottoms.

Finish Hardware:

This Contractor shall allow for the net cost F.O.B. job of finish hardware not herein specified the sum of \$300, which sum shall not include the cost of setting.

Medicine Cabinets:

This Contractor shall allow the sum of \$150 for the net cost F.O.B. job of medicine cabinets and towel bars.

This allowance shall not include the cost of installation.

EXPOSED Beam Ceiling:

The Recreation Room shall have an exposed beamed ceiling of old beams now on the property. They shall be as shown on the drawings.

The rough floor shall be 1-1/8" T and G instead of 1" as specified.

PAINTING

General:

All work included under this heading shall be subject to the General Conditions of the entire operation, and the subcontractor for this portion of the work is especially required to refer thereto.

These specifications are intended to provide for the complete exterior and interior painting of the entire building except as otherwise specifically provided.

All woodwork must be entirely dry and clean before any paint or stain is applied.

All woodwork to be painted shall be primed at the earliest possible moment and all nail holes, cracks, etc., puttied with putty colored to match the finish.

No coat of paint shall be applied until the under one is perfectly dry.

All moulding shall be carefully cleaned out before each coat of paint is applied.

All finished surfaces shall be left smooth and even and free from brush marks, dirt, or other defects.

The Contractor shall report to the Architects any defects in woodwork or plaster before beginning work, and shall be responsible for such defects showing through the finish work unless he first obtain the Architects' approval.

On completion the Contractor shall remove all spots from floors, glass, etc., and shall do any touching up necessary.

Guarantee:

The Contractor shall guarantee his work in every respect, and shall make good, without cost to the Owner, any defects in material or workmanship which may develop within 12 months after the completion and acceptance thereof.

Samples:

Samples of all wood finish shall be made for the Architects' approval and must be accurately matched by the finished work.

Materials:

All materials specified shall be brought to the building in the original packages, which shall remain unopened until inspected and approved. All materials shall be applied in strict accordance with the manufacturer's instructions.

Any alternates must be approved by the Architect in writing before use.

Oil paint shall be prepared paint manufactured by Devco and Reynolds or Pittsburgh Plate Glass Company, with the addition of color pigments as directed.

Putty shall be pure white lead putty.

Shellac shall be pure shellac gum cut in the proportion of 2-1/2 lb. to one gallon of alcohol.

Exterior stain shall be Cabot's greenish wood stain.

Wax shall be Devco and Reynolds paste floor wax.

Shellac:

All woodwork to be painted shall first receive one coat of shellac on all knots and sappy places, followed by another coat over the entire face.

Plaster:

All plaster shall be properly sandpapered and sined before painting or papering and no work shall be done until the condition of the plaster has been approved by the Architects.

Priming:

All exterior woodwork shall be primed at the mill on all sides by this Contractor with a good coat of lead and oil paint.

This Contractor shall examine all such woodwork before painting, and shall satisfy himself of the proper condition of all wood to receive paint.

All millwork shall be carefully sanded before priming.

All interior woodwork shall be primed by this Contractor at the mill with a good coat of oil paint on all sides except that work to be stained shall be back primed only.

Exterior Woodwork:

All exterior woodwork shall receive two coats of oil paint in addition to the priming coat, in colors as directed.

Fireplaces:

The interior of all brick fireplaces shall be painted black, as directed by the Architects.

Stair Newels and Rails:

The newels and rails of stairs shall be stained and shellacked, and shall receive two coats of clear varnish, rubbed down with pumice and oil.

Drawers:

The interiors of all drawers shall receive a coat of shellac and two coats of varnish. The runways shall be oiled.

Floors:

All finish wood floors shall be well scraped by hand or machine sanded.

They shall receive one coat of stain in colors directed, one coat of shellac and two thorough applications of wax. After this, they shall be polished by machine.

Steel Sash:

All steel sash and doors shall receive two coats of oil paint over the shop coat with which they are provided.

Such paint shall be Pittsburgh Plate Glass Company "Ironhide" in color as directed.

Painting
Page 5

Radiators and Grilles:

All exposed radiators and grilles shall be painted to match adjacent woodwork. The interiors of all radiator enclosures, registers, ducts, etc., shall be painted black, wherever exposed to view.

Ornamental Ironwork:

All ornamental ironwork shall receive two coats of Pittsburgh Plate Glass Company Ironhide paint in colors as directed, in addition to the shop coat.

Interior Wall and Woodwork Finish:

This Contractor shall apply to all interior woodwork and walls the following finishes:

Interior woodwork indicated to be painted shall receive two good coats of oil paint in addition to the priming above specified, in colors and finish directed by the Architects.

Interior ~~with~~ woodwork indicated to be stained shall receive a coat of water stain and two thorough applications of wax, as directed by the Architects.

Interior walls indicated to be painted shall be sized and shall receive three coats of oil paint in colors and finish directed.

Walls indicated to be ^papered shall be ^papered by this Contractor with wall-paper to be furnished by the Owner.

Where so specified, such walls shall be covered with lining paper furnished by the Contractor.

PLUMBING

General:

All work included under this heading shall be subject to the General Conditions of the entire operation.

The subcontractor for this portion of the work is required to refer especially thereto.

These specifications are intended to provide for a complete and perfect system of hot and cold water supply, drainage, vent piping, etc.

Anything indicated on the drawings and not specified or vice versa, or any detail omitted which is necessary to the proper installation of the system must be supplied and installed by this Contractor without extra charge.

The Contractor will be held strictly responsible for the quality of the materials and labor furnished, and for the proper installation of the system.

All work must be done in conformity with all state and local laws and regulations.

Permits:

This Contractor shall file all drawings, pay all fees, and obtain and pay for all permits.

Layout of System:

Before the building is commenced, the Contractor shall submit for approval a complete layout of the proposed system, indicating clearly all chases, openings, supports, trenches, etc., required.

Chases, Cutting, Etc.

This Contractor shall specifically inform the General Contractor of the size and location of all chases, openings, supports, etc., which his work may require, and shall be responsible for the construction of the same.

He shall arrange for all cutting through walls, floors, roofs, etc., and the proper closing thereof.

Cutting of construction is to be avoided where possible, but where unavoidable must be done by the contractor who erected the work, with the permission of the Architects.

Tests:

The Contractor shall make a satisfactory test of all pipes and connections, after installation, in the presence of the Architects or their representative.

This test shall take place before any of the work is covered.

After all fixtures are set, a peppermint test shall be made in the presence of the Architects or their representative.

Guarantee:

This Contractor shall guarantee his work in writing and make good without cost to the Owner any defects in material or workmanship which may develop within one year after the completion and acceptance of the work.

Quality:

All materials specified for this work shall be of the best quality, and of standard manufacture, and all labor shall be done in a first class manner throughout.

Valves:

All valves except fixture valves shall be Jenkins cast brass valves of the full size of the pipes they control.

All control valves shall have brass tags properly marked, indicating the rooms controlled.

Materials:

Cast Iron Pipe: All cast iron pipe shall be extra heavy weight uncoated, sound, free from cracks, sand holes and other defects and of uniform thickness. All joints shall be made with picked oakum and molten lead.

Brought Iron Pipe: All wrought iron pipe shall be galvanized genuine wrought iron with connections of the same, of the Reading Iron Company or A. H. Myers manufacture.

Brass Pipe: All brass pipe shall be Alpha Brass pipe made by the Chase Companies with connections of the same.

Steel Pipes: All steel pipe shall be Jones and Laughlin, Republic, or Wheeling galvanized steel pipe.

Lead Pipe: Lead pipe for the W.C. shall be 8 lb. to the foot.

Protection of Pipes:

All pipes laid in concrete or earth shall be painted with asphalt and wrapped in tar paper.

House Drain:

From a point 5' outside the foundations where indicated on the drawings to the base of all soil stacks run a 4" cast iron pipe with a pitch of not less than 1/4" to the foot with all proper connections.

Soil Pipe:

All soil pipes shall be 4" cast iron carried up full size to the top.

All offsets shall be less than 45 degrees to the vertical.

All turns are to be made with large bends and all branches with Y's.

No lead bends should be used except for W. C. 's.

All soil stacks shall be supported in an approved manner.

All soil stacks in the master's portions shall be boxed and packed with mineral wool.

Clearcuts with brass plugs shall be placed at accessible points on all horizontal lines and at the base of all risers.

Waste and Vent Pipes:

All waste pipes shall be of wrought iron 1-1/2" except as larger may be required by local regulations.

All fixtures shall be separately trapped and vented except that the laundry trays shall have one vent and trap.

All vent pipes shall be of galvanized steel pipe, carried into the soil pipes above the highest fixture.

Main Water Supply:

The contractor shall install at the water main in the street where directed by the Architects an approved corporation tap and curb box in accordance with the local regulations. From this point he shall run a line of 1" heavy weight Chase or Amecanda copper tubing to the house, and, through the cellar wall at the point indicated, where he shall provide a gate valve.

Cold Water Supply:

All cold water piping shall be brass.

Main lines shall be 1" to the hot water heater, and to all bathrooms.

Main lines 5/4" to the kitchen, pantry, lavatories, and laundry.

Branch lines shall be 3/4" to baths, sinks, laundry trays, and hose cocks, 1/2" to lavatories and water closets.

Hot Water Supply:

From the farthest ends of all hot water lines in the cellar, 1/2" circulating lines shall be run to the tank.

All hot water supply piping shall be brass of the same size as cold water.

Air Chambers:

All hot and cold water supply lines shall have air chambers.

Control of Lines:

All branches from the main water supply lines shall be located in the excavated portions of the cellar. Control valves shall be located at these points.

As far as possible, such valves shall be assembled in groups at convenient points.

The entire system shall be arranged to drain to drips at these valves, or to drain to drips at these valves, or to drain cocks located at accessible points.

Hose Cocks:

Provide and install 3/4" brass cocks where indicated on the drawings with valves and drips located as provided in the preceding paragraph.

Pipe Covering:

All hot water piping throughout and all cold water piping in exterior walls shall be covered with three ply Johns-Manville Asbestocel covering.

All piping on plaster ceiling shall be covered with an approved tar felt lined insulation to prevent condensation.

All cold water pipes in the excavated portion of the basement shall be so covered.

Hot Water Tank:

This Contractor shall furnish and install where shown on the drawings one 100 gallon Ballquist standard weight 200 lb. test copper hot water storage tank, or approved equal.

It shall be covered with 1" of Johns-Manville 85% magnesia block insulation.

This Contractor shall make all connections to the indirect water heater provided under Heating.

He shall provide control valves on all lines connected to the tank, providing for complete flushing of the tank and indirect heater.

The tank shall be set horizontally and supported on a suitable pipe frame.

Meter:

The contractor shall install an approved water meter and gate valve in accordance with local requirements.

Heating System:

This Contractor shall provide all water connections necessary for the heating system.

Hangers for Bath Tubs:

All bath tubs shall rest on approved galvanized iron tub hangers securely fastened to mft studs.

Fixtures:

This Contractor shall furnish and install all fixtures and fittings therefor necessary to complete the plumbing system, in accordance with the Fixture List Schedule attached hereto.

This Contractor shall be responsible for all damage to fixtures from whatever cause. He shall protect them by suitable covering during the construction.

After all other mechanical work except painting is finished he shall clean all fixtures.

Riefler Residence

Plumbing Fixture List
Page 1

PLUMBING FIXTURE LIST

BASEMENT

Laundry

P-7380-E 2 section Enameled Montrose laundry tray with painted adjustable pedestal,
K-1570 Chromard 1/2" compression faucets,
K-998 Chromard 1 1/2" plugs and rubber stoppers,
Chromium plated continuous drain and 2" Regulation P trap with nipple to wall
and escutcheon.

LAVATORY #1

- 1 - P-3867 20x18" Enameled Hexagon lavatory with wall hanger, fitted with
K-708-Y Chromard combination fitting,
3/8" Chromium plated supplies with stops,
1 1/2" Chromium Plated regulation "P" trap with nipple to wall and escutcheon.
- 1 - P-2186 "STANDARD" Vitreous china Modernus closet combination with tank,
fittings for exposed supply to wall with angle stop, Chromard flush con-
nection, #600 Church Regal seat and cover, cast brass floor flange with
bolts and china bolt caps.

LAVATORY #2

- 1 - P-3867 20x18" lavatory as previously described.
- 1 - P-2186 closet as previously described.

FIRST FLOOR

Kitchen

- 1 - P-7007 32x20x7" Acid-Resisting Enameled flat rim sink with K-906-SY Chromard
double sink faucet with metal soap dish,
2 - K-877 Chromard strainers
continuous drain and 2" regulation "P" trap with nipple to wall and escutcheon.
- NOTE: Drainboards by others.

PANTRY

Trageser stainless steel one section 30x18" encased in wooden box, with K-906-SY
Chromard double sink faucet with soap dish, K-877 Chromard strainer, 2"
Regulation "P" trap with nipple to wall and escutcheon.

NOTE: Drainboards by others.

MAIDS BATH

- 1 - P-2482-83-D 4 1/2" Enameled Recona bath for recess, outlet in right end, fitted
with
K-615 Chromard compression double faucet,
K-444 1 1/2" connected drain and overflow
K-684 rough brass couplings.
- 1 - P-3867 20x18" "STANDARD" Enameled Hexagon ~~xxxxxxx~~ lavatory with wall
hanger, fitted with
K-708-Y Chromard combination fitting,
3/8" Chromium plated supplies with stops.
1 1/2" Chromium plated "P" trap with nipple to wall and escutcheon.
- 1 - P-2186 closet as previously described.

Riefler Residence

Plumbing Fixture List
Page 2

BATH #1

- 1 - P-2315-17 5 $\frac{1}{2}$ ' Enameled Pembroke bath for recess, outlet in left end, with #42-Y built-in four-valve cluster bath and shower combination with 1/2" Re-Nu valves, K-438-Y Chromard pop-up drain, 4" chromard ball joint head, K-293 Chromard fed, pins, holdback hook and chain, less curtain.
- 1 - F-131 24x20" "STANDARD" Vitreous china Roxbury lavatory with Chromard legs, fitted with K-709-Y Chromard combination fitting, 3/8" Chromium Plated supplies with stops,
1 $\frac{1}{2}$ " Chromium Plated "P" trap with nipple to wall and escutcheon.
- 1 - F-2149-A Vitreous china one-piece syphon-vortex bowl and tank with special fittings for exposed supply to wall with wheel handle stop, Church Sani-White seat and cover, white hinge,
No. O.P. 125, cast brass floor flange with bolts and china bolt caps.

BATH #2

- 1 - P-2315-17 5' bath complete as described for Bath #1, outlet in left end.
- 1 - F-131 24x20" lavatory as described for Bath #1.
- 1 - F-2149-A closet complete as described for Bath #1.

ELECTRIC

General:

All work included under this heading shall be subject to the General Conditions of the entire operation. The Subcontractor for this portion of the work is required to refer especially thereto.

These specifications are intended to provide for a complete and perfect system of electric wiring.

Anything indicated on the drawings and not specified, or vice versa, or any detail omitted which is necessary to the proper installation of the system, must be supplied and installed by this Contractor without extra charge.

This Contractor shall pay for all permits and connections, for all surveys and all inspector's fees.

He shall be responsible for any injury to his work from any cause, until accepted by the Architects.

He shall comply with all requirements of the local authorities, the Public Service Corporation supplying the current, and the National Electric Code of the National Board of Fire Underwriters.

He shall place all necessary thimbles and outlet boxes which occur in masonry work, before this work is done, or shall do such cutting and repairing as may be necessary, at his own expense and with the approval of the Architects.

Materials:

All wires, switches, fittings, etc., shall be such as are found in the list of approved fittings of the National Board of Fire Underwriters.

Samples of all materials to be used on the work shall be submitted to the Architects for their approval.

Layout of System:

The Contractor shall examine any wiring diagram furnished as part of the contract drawings and shall make any recommendations he sees fit as to preferred methods of installation.

He shall furnish on demand any further drawings of installation details that may be necessary to amplify the Architects' drawings.

The work shall not start until any necessary approval is given by the local electric light company.

The acceptance of these plans and specifications for contract by the Contractor shall constitute the latter's agreement to guarantee the system for perfect operation and its acceptance by the governing authorities and the Board of Fire Underwriters.

Location of Outlets:

The locations of outlets are shown on the Architects' drawings, but must be verified by the Architects at the building before the outlets are placed.

Changes in position of outlets, if decided on before ~~that work has~~ been done by this Contractor shall be made by him without extra charge.

Electric
Page 2

Inspection:

The Contractor shall have a final inspection of his work made by the Board of Fire Underwriters and shall deliver certificate of approval of his authority to the Architects before final payment is made.

Tests:

Upon completion, the Contractor shall test the system in the presence of the Architects. The installation must be such that between the service switch and the most remote fixture not more than 2 per cent voltage drop may be found under full load.

Guarantee:

The Contractor shall guarantee his work in writing and make good without charge to the Owner, any defects in material or workmanship which may develop within one year after the completion and acceptance thereof.

System:

The building shall be wired throughout for current as supplied by the local electric company, with two wire systems for branches and three wire for feeders.

The wattage of each light outlet shall be assumed to be 60 unless otherwise indicated on the drawings.

The wattage of receptacles shall be considered to be 120 unless otherwise indicated.

Not more than 1000 watts concentrated load shall be placed on one circuit.
All feeders shall be 25% heavier than needed.

Conduit Work:

Unless otherwise specified, all wiring shall be made with G.E. flexible armored cable. Where wiring passes through any masonry, it shall be in a galvanized steel sleeve.

Wiring:

All wire and cable used throughout shall be 99 per cent pure copper, rubber covered and with braided insulation as approved by the National Board of Fire Underwriters and of General Electric Company make.

No wire smaller than No. 14 B.S.S. gauge shall be used.

All wires larger than No. 6 inclusive shall be stranded.

Fire Joints:

Joints and splices will only be permitted at junction or outlet boxes, never inside conduits.

All joints shall be firmly soldered without acid, and taped, first with rubber tape and then with friction tape, equivalent thickness to the insulation of the wires.

Electric
Page 5

Outlets:

Wiring shall terminate at all outlets in General Electric Company or approved outlet boxes. Outlet boxes shall be located where directed, set so that the plates will be flush with the finished wall or baseboards, and protected from injury by the plasterers or other workmen.

All wall outlets shall French type box covers.

Switches:

All wall switches shall be Pass & Seymour Despard line flush toggle switches #1311.

Three way switches shall be #1313.

Where more than one switch is at the same location, they shall be located in the same plate.

Switches so indicated on the drawings shall have Pass & Seymour pilot light #1340.

Receptacles:

All convenience outlets shall have Pass & Seymour duplex receptacles #1528.

Convenience outlets indicated to have greater wattage than 120 shall have heavy duty receptacles G.E. #2255.

Exterior receptacles shall be Pass & Seymour #1533, with protecting cap in galvanized finish.

Outlet Plates:

All switches and receptacles shall have Pass & Seymour struck up brass plates #1571 in finish as directed. Receptacles shall have plates #1571-R.

Connections for Heating:

The Contractor shall furnish and install lines to the locations of all pieces of heating equipment requiring electric connections.

Fixture Supports:

Boxes for fixture outlets shall have suitable studs for the support of the fixtures, so arranged that the weight of the fixture will not come on the outlet box.

Fixtures:

All lighting fixtures will be hung by this Contractor.
Fixtures will be furnished at the job by the Owner.

Electric
Page 4

Meter Board:

This Contractor shall construct where shown on the drawings a suitable meter board in accordance with the requirements of the local electric light company.

He shall provide and install a 100 ampere main switch with fuses. This shall be a Trusbull Type A safety switch, ~~with fuses~~ or approved equal.

Panel Boxes:

This Contractor shall furnish and install where shown on the drawings a Trusbull Circle T distributing panel, or approved equal.

It shall be fused to the exact requirements of each feeder.

Range Connection:

This Contractor shall furnish and install the connection for the kitchen range and shall connect the same.

He shall install at the distribution panel a fused switch for this line.

Bell System:

The Contractor shall furnish and install as indicated on the drawings a call bell system with G.E. Transformer #2334.

There shall be an annunciator with indicators located where shown on the drawings.

It shall be provided with two extra drops.

Pearl push buttons shall be located where shown on the drawings. In the Dining Room, there shall be an extension extension cord with trolley.

Telephone System:

The Contractor shall furnish and install at each location indicated on the drawings a flush type recessed box as required by the telephone company for installation of bell box.

Each box shall have a cover in approved finish.

From each box he shall run a conduit to the basement, as required by the telephone company for future installation of telephone wires.

Service Connection:

The contractor shall furnish and install where shown on the drawings a 100 ampere three wire overhead service, complete with conduit, capping, wiring, etc., in accordance with the requirements of the local electric company, and connected with the meter and panel boards.

Riefler Residence

SCHEDULE OF INTERIOR FINISHES

Room	Floor	Wall	Finish	Ceiling	Finish	Base	Trim	W.W.
<u>Basement</u>								
Recreation Room	Cement	Masonry	Unf.	Unf.	Unf.	None	Wood	Unf.
Laundry	}	Mas. &	"	"	"	"	"	"
Boiler Rm. & Lav.		wl. board	"	"	"	"	"	"
Passage	Sand	Finl. Plaster	Unpainted	"	"	Wood	"	"
<u>First Floor</u>								
Vestibule	Wood	"	"	"	Sand f. pl.	Unp.	Wood	Painted
Hall	"	"	"	"	"	"	"	"
Living Room	"	"	"	"	"	"	"	"
Dining Room	"	"	"	"	"	"	"	"
Study	"	Built-in bkeases. Stained		"	"	"	"	Stained
Pantry	Lin.	Smooth fin.	Plaster	Unp.	Plaster	"	Lin cove	Painted
Kitchen	"	"	"	"	"	"	"	"
Maids Room	Wood	Sand	"	"	Sand F.	"	Wood	"
Maids Bath	Lin.	Keene's C.	"	Plaster	"	"	"	"
Play Room	Cement	Mas. &	"	No ceil.	"	"	"	Unf.
Garage	"	wl. board	"	"	"	"	"	Unf.
Closets	Match adjacent rooms, but have smooth finish plaster walls.							

NOTE: If fireproof floor is used for the first floor, linoleum or tile-lux will be used throughout the first floor for floor covering and base.



INTERIORS OF RIEFLER HOUSE



CONSTRUCTION OUTLINE

FOUNDATION: Walls—concrete block. Cellular floor—concrete. Waterproofing—R.I.W., Toch Bros.

STRUCTURE: Exterior walls—cinder concrete block, wood furring, U. S. Gypsum Co. rock lath and plaster. Interior partitions—studs, rock lath and plaster. Floor construction—wood joists and finish flooring. Ceilings—plaster on metal lath.

ROOF: Covered with Barrett Co. roofing. Deck—canvas and Celotex Corp. Traffic Top tile.

CHIMNEY: Concrete block, terra cotta flue lining. Damper—H. W. Covert Co.

SHEET METAL WORK: Flashing and gutters—copper, Anaconda, American Brass Co. Ducts—galvanized iron.

INSULATION: Outside walls—Sisalkraft Co. Roof—4 in. rock wool.

WINDOWS: Sash—casement, Hope's Windows, Inc. Glass—Pennvernon, Pittsburgh Plate Glass Co. Glass blocks—Insulux, Owens-Illinois Glass Co.

STAIRS: Main stairs—white oak treads; pine stringers and risers. Service stairs—oak.

FLOOR COVERINGS: Living rooms—carpet. Kitchen—linoleum.

HARDWARE: By Ostrander & Eshleman.

PAINTING: Material by Pittsburgh Plate Glass Co. and John W. Masury & Co.

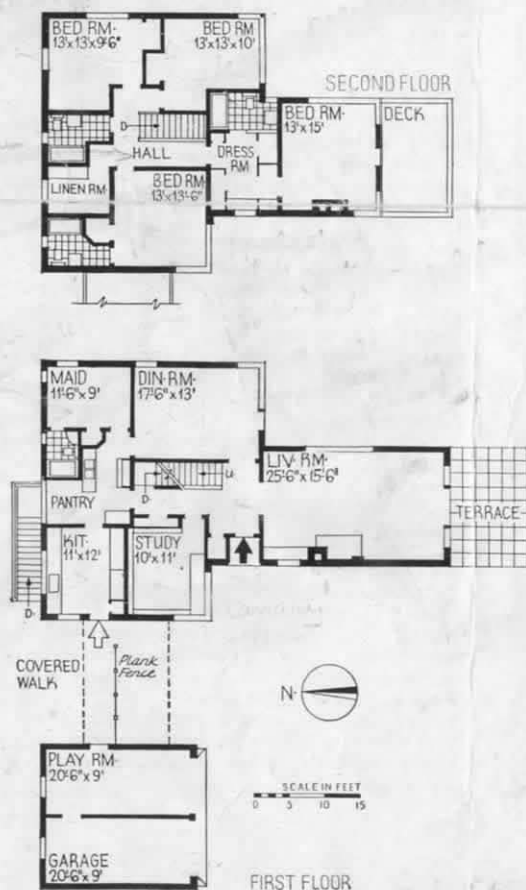
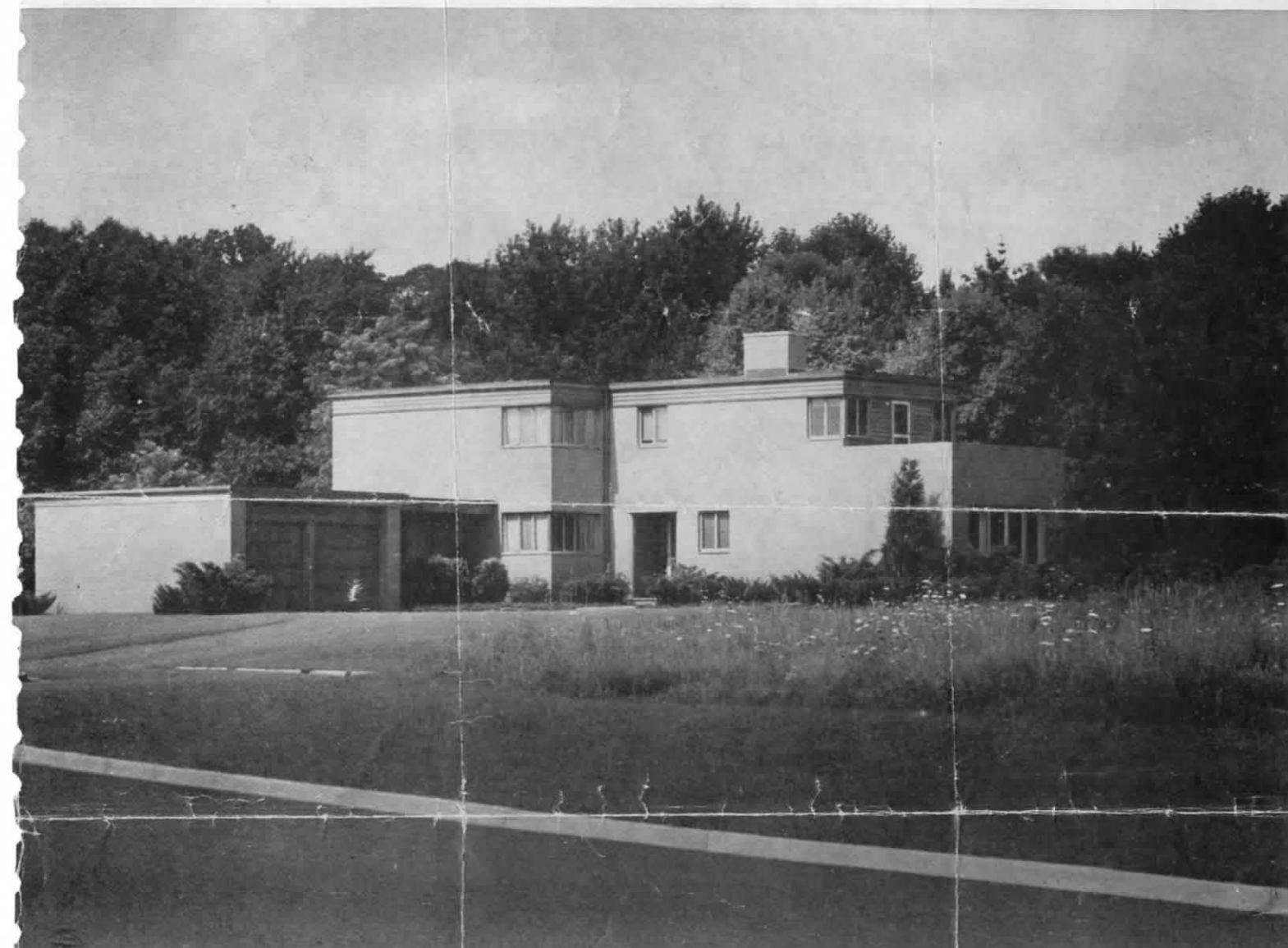
ELECTRICAL INSTALLATION: Wiring system—General Electric Co. Switches—Despard, Pass & Seymour.

BATHROOM EQUIPMENT: All fixtures by Crane Co. Seat—C. F. Church Mfg. Co. Cabinets—Charles Parker Co.

PLUMBING: Soil and waste pipes—A. M. Byers Co. Vent pipes—galvanized steel, Jones & Laughlin. Hot and cold water pipes—brass. Tank—Dahlquist Co.

HEATING AND AIR CONDITIONING: Gar Wood winter air conditioning system, Gar Wood Industries, Inc. Hot water heater—American Bosch Corp.

EVANS, MOORE AND WOODBRIDGE, ARCHITECTS



HOUSE FOR PROFESSOR WINFIELD W. RIEFLER

The Office of SCHELLING-BUSCH *Incorporated*
BUILDERS

LEXINGTON 2-4900



101 PARK AVE. N.Y.

Re: Leaks - Riefler Residence
Princeton, N. J.

March 20th 1942

Dear Mrs. Riefler:

The matter of leaks has been reported to the
Ruberoid Co.

We are attaching for your record, National
Surety Corp. Bond #RNY-1391 dated Nov. 29th 1937,
which provides for a 15 year guarantee on your
roof.

The Ruberoid Co. no doubt will make an inspection
of your roof very shortly and will take steps to
have the leaks eliminated.

Yours very truly,
SCHELLING-BUSCH, INC.

C. J. Lewis
C. J. Lewis

Mrs. Winfield W. Riefler
Mercer Street
Princeton, N. J.

National Surety Corporation

No. RNY 1391

BONDED ROOF

Know all Men by these presents; That we

The RUBEROID Co.

a corporation of State of New Jersey
(hereinafter referred to as Principal), and THE NATIONAL SURETY CORPORATION,
a corporation of the State of New York with an office and place of business at 118 William
Street, New York City (hereinafter referred to as Surety), are held and firmly bound to
the owner named below, successors, and assigns, in the sum of not exceeding \$101.80,
in lawful money of the United States of America, for the payment of which, we, and each of
us, hereby bind ourselves, our successors and assigns jointly and severally by these presents.

The conditions of this obligation are such that—

Whereas: the said Principal has manufactured and sold necessary materials for con-
structing Specification #156 on the building described as follows:

Owner: Winfield W. Riefler, Mercer St., Princeton, N.J.

Type of Building: 1 & 2 story cement block dwelling

Location: Mercer Street, Princeton, N.J.

Area of Roof: 20 1/3 Squares 2036 sq. ft.

Type of Roof: Asbestos Felt and Asphalt Felt - Smooth Finish

Date of completion: November 2, 1937

Applied by: Friedberg, Inc., 309 Burnet St., New Brunswick, N.J.

Whereas: said roof has been applied on said building in accordance with the Principal's
specifications; and

Whereas: the Principal, as aforesaid, guarantees under the conditions herein that dur-
ing a period of 15 years from said date of completion of roofing, it will at
its own expense make any repairs (excepting repair of injury from any cause other than
ordinary wear and tear by the elements) that may become necessary to maintain in water
tight condition said roof exclusive of flashings, metal work and steep surfaces, and repair
required by reason of defects thereon; and

Whereas: said guarantee is made with further conditions as follows:

(a) the owner of said roof will notify said
Principal in writing if such repairs are re-
quired; in a case of failure by the Principal
to make said repairs within a reasonable
time, then the owner shall immediately notify
the Surety, at its Home Office, of such de-
fault by registered letter.

(b) nothing in said guarantee or in this
bond shall render the Principal or said
Surety liable in any respect for any damage
to said building or any contents thereof,
nor for any defects in or failure of mate-
rial used as the base upon which such Bonded
Roof is applied.

Now, therefore, if the said Principal, its successors, and assigns, shall in all things well
and truly perform and observe all the covenants, agreements, stipulations and conditions
shown above to be performed and observed by it, then this obligation shall be void; other-
wise to be in full force and effect.

In Witness Whereof: the parties hereto have caused this instrument to be executed by
their duly authorized officers this twenty-ninth day of November, 19 37

The RUBEROID Co.

Principal

By:

A. W. Harbes

THE NATIONAL SURETY CORPORATION

By:

Attest:

Barbara T. Leach

Secretary

Timothy J. Kelley

President

Jan. 6, 1943

The Ruberoid Company, State of New Jersey,

c/o Friedberg Inc., 309 Burnet St., New Brunswick, N.J.

Gentlemen:

The roof of my house, guaranteed under Bond no. RNY 1391,
shows several leaks following the storm of two days ago. -
Water is coming through the ceiling in three upstairs rooms.
Will you kindly investigate and make what repairs are necessary.

Vey truly yours,

Mrs. Winfield W. Riefler

The RUBEROID CO.

500 Fifth Avenue

NEW YORK February 25, 1944.

IN REPLY, REFER TO

Mrs. Dorothy B. Riefler,
Battle Road Circle,
Princeton, N.J.

Dear Madam:

In accordance with our promise of January 13th, we have had our representative, Mr. S. M. Smith, make a careful inspection of the roof of your premises.

After a careful scrutiny of this project, our representative reports that the prevalent complaint is due to the parapet wall.

With regret, we wish to state that we cannot assume responsibility for the repair of this condition due to the fact that the RUBEROID Co. only bonds the RUBEROID materials on this roof.

We suggest to remedy this condition, you write the general contractor in reference to this parapet wall condition.

We thank you for the opportunity of submitting this information. Kindly write us if we can advise you further.

Yours very truly,
The RUBEROID Co.

Carl H. Waller
Carl Waller
Sales Department

CW:IF

March 3, 1944.

The Ruberoid Co.,
500 Fifth Ave.,
New York City.

Attention Carl Waller

Gentlemen;

I should have replied to your letter of Feb. 25th before this if I had not been away from home. Unfortunately I was away when your Mr. Smith called to make an inspection of our roof. My son, who was here temporarily, knew only of the leaks under the deck which Mr. Smith stated are due to the condition of the parapet wall. We have had difficulty there for some time and are trying to have something done about it. However, the leaks that I wanted to call to your attention and which I believe I described in my letter to you were in the ceilings of the second story, - one bad one in the ceiling of the bedroom at the left of the front door which dripped for some time and one in the ceiling of the north east bedroom. The stains of these leaks are still on the ceilings. They occurred after a bad rain and sleet storm and the former dripped a large amount of water. Though it probably will not occur again unless we have the same sort of weather, I think they should be looked into.

Very truly yours,

Mrs. Winfield W. Riefler

The RUBEROID Co.

500 Fifth Avenue
NEW YORK

March 9, 1944

Re: Job #1383

Mrs. Winfield W. Riefler,
Battle Rd. Circle,
Princeton, N.J.

Dear Madam;

Thank you for your letter of March 3rd, further explaining the difficulty which you seem to be experiencing with your roof.

Our representative, Mr. S.M. Smith, has made a thorough inspection of your roof and has forwarded to us his findings as written to you.

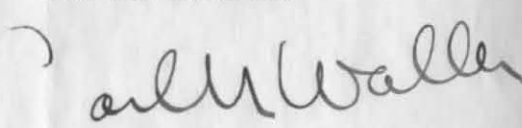
We are taking the liberty of having Friedberg, Inc. a roofer in New Brunswick, N.J. visit your premises and further inspect this condition.

The Friedberg Co. will forward to us a technical finding of this condition, and if it is due to Ruberoid material default we will gladly accept the responsibility to have the leakage repaired. If it is not, it is our suggestion that you have the Friedberg Co. make any necessary repairs, in order to keep your roof in good condition.

We shall write you immediately upon Friedberg's findings.

Thank you.

Yours very truly,
The RUBEROID Co.


CARL WALLER
Sales Department

CW/ek

SCHELLING · BUSCH · SNYDER

INCORPORATED

101 Park Avenue ·



LExington 2-4900

BUILDERS

NEW YORK

lex 2-0500

Re: Riefler Residence
Princeton, N. J.

April 8th 1938

LIST OF SUB-CONTRACTORS

CARPENTRY:

Schelling-Busch-Snyder, Inc.

BATHROOM ACCESSORIES:

Charles Parker Company, 101 Park Avenue, New York
Call Schelling-Busch-Snyder, Inc.

GLASS & GLAZING:

S. Epstein & Sons, Inc., 130 West Third St., New York
Call Schelling-Busch-Snyder, Inc.

GARAGE DOORS:

Wel-Bilt Overhead Door Co., 11 West 42nd Street, N. Y.
Call Schelling-Busch-Snyder, Inc.

MILLWORK:

Reisen Lumber & Millwork Co., Inc., Union, N.J.
Call Schelling-Busch-Snyder Inc.

ROOFING & SHEET METAL WORK:

Friedberg, Inc., 309 Burnet St., New Brunswick, N. J.
Telephone: New Brunswick 246

STEEL WINDOWS; SCREENS:

Hope's Windows, Inc., 101 Park Avenue, New York
Call Schelling-Busch-Snyder, Inc.

LINOLEUM:

Princeton Floors, Inc., 194 Alexander St., Princeton
Telephone: Princeton 42

SCHELLING · BUSCH · SNYDER

INCORPORATED

101 Park Avenue ·



LExington 2-4900

BUILDERS

NEW YORK

-2-

WOOD FLOORS:

Princeton Floors, Inc., 194 Alexander St., Princeton
Telephone: Princeton 42

WOOD STAIRS:

Marius Andersen, 65 6 - 77th Street, Brooklyn, N. Y.
Telephone: Schelling-Busch-Snyder, Inc.

EXTERIOR WATERPROOF PAINTING:

Brisk Waterproofing Co., 103 Park Avenue, New York
Telephone: Schelling-Busch-Snyder, Inc.

WEATHERSTRIPPING:

Zero Screen & Weather Stripping Co., 1395 Sedgewick
Avenue, Bronx, N. Y.

Call: Schelling-Busch-Snyder, Inc.

PLASTERING & MASONRY WORK:

Hans Krogh, 60 Amboy Avenue, Metuchen, N. J.
Telephone: Metuchen 6-0276

PAINTING:

Town & Country Painting Co., 247 Lawrence Avenue,
Hasbrouck Heights, N. J.

Telephone: Hasbrouck Heights, 8-0894

PLUMBING:

Elling Bros., Somerville, N. J.
Telephone: Somerville, 55

HARDWARE:

Ostrander & Eshleman, Inc., 40 E. 49th Street, N. Y.
Telephone: Schelling-Busch-Snyder, Inc.

SCHELLING · BUSCH · SNYDER

INCORPORATED

101 Park Avenue ·



LExington 2-4900

BUILDERS
NEW YORK

-3-

DOMESTIC HOT WATER SYSTEM:

Installed by Elling Bros., Somerville, N. J.
For Service Call Public Service Co., of N. J.

AIR CONDITIONING & OIL BURNER:

Garwood Industries, Inc., 117 Long Avenue, Hillside,
N. J.

Telephone: Waverly 6-0354

ELECTRIC:

Robert Blyth, 407 Cleveland Avenue, Trenton, N. J.
Telephone: Trenton 2-6306

From + SCHELLING-BUSCH-SNYDER + 101 PARK AVE N.Y.

Re: Riefler Residence
Princeton, N. J.

April 8th 1938

LIST OF SUB-CONTRACTORS

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Princeton Floors, Inc., 194 Alexander St., Princeton
Telephone: Princeton 42

From + SCHELLING-BUSCH-SNYDER + 101 PARK AVE N.Y.

-2-

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WOOD STAIRS:

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Ostrander & Eshleman, Inc., 40 E. 49th Street, N. Y.
Telephone: Schelling-Busch-Snyder, Inc.

From + SCHELLING-BUSCH-SNYDER + 101 PARK AVE N.Y.

-3-

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Installed by Elling Bros., Somerville, N. J.
For Service: Call Public Service Co., of N. J.

AIR CONDITIONING & OIL BURNER:

Garwood Industries, Inc., 117 Long Avenue, Hillside,
N. J.

Telephone: Waverly 6-0354

ELECTRIC:

Robert Blyth, 407 Cleveland Avenue, Trenton, N. J.
Telephone: Trenton 2-6306

Riefler file

Battle Rd. Circle,
Princeton, N.J.,
May 1, 1947.

K.T. Fezer,
Inertol Co.,
470 Frelinghuysen Ave.,
Newark 5, N.J.

Dear Sir:

In 1944, we experimented with a gallon of your Ramuc Enamel Type V Special Brown on our house, along with some other paint, and found your paint held up better than the other. When we can afford it we want to have the whole house repainted. Can you give me the current price and an estimate as to coverage? Could you also supply me with the blue paint which we used for the trim when the house was first painted in 193 . Our window frames are steel and your paint was supposed to be especially for that use. You mixed a special color of blue green for us. If we can't get that what colors can we get?

Sincerely yours,

INERTOL CO., INC.

INERTOL • GARANTOL • RAMUC
RIGORTEX • TOREX • GLAMORTEX

RECOGNIZED TRADEMARKS OF SUPERIOR COATINGS



Waterproofing and Protective Compounds
FOR CONCRETE AND STEEL

FACTORY • LABORATORY • GENERAL OFFICE
470 FRELINGHUYSEN AVE. • NEWARK 5, NEW JERSEY

May 15, 1947

Mrs. W. W. Riefler
Battle Road Circle
Princeton, N. J.

Dear Madam:

Thank you very much for your letter of May 1, 1947, explaining that you are interested in painting your house again with Ramuc Enamel. We are pleased to have the opportunity to discuss the materials to use for the building itself, and for the trim.

We are pleased to hear that the one-gallon sample of Ramuc Type V you applied in 1944 has held up better than the other paint you tried at the same time. You can still have this formula. In connection with our various types, we must mention that the paint you used in 1940, Ramuc Type B, is again available because chlorinated rubber is "back from the war." In other words, you may have either of the Ramuc types with which you are acquainted. We shall let the matter rest with your judgement, as you know which of the two you prefer.

For the window frames and trim we offer you the material you used in 1940. Its designation is Glamortex Enamel.

Although we cannot match your original color exactly, as the pigments used at that time were imported from Belgium, we can approximate it to such an accurate degree that the difference will not be noticeable. To complicate the color problem further, you will remember that you yourself were present at our factory, and helped to achieve the particular shade furnished you. However, our records do give us enough information to furnish a color so close, that the difference will not be detected by the eye, especially if the entire house is painted. This discussion on color pertains both to the materials to be furnished for the building itself, and for the trim. No difficulty will arise if, in ordering, you refer to the Lot Numbers

INERTOL COMPANY, INC., 470 FRELINGHUYSEN AVE., NEWARK 5, N. J.

Mrs. W. W. Riefler

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May 15, 1947

indicated later in our letter.

Ramuc Enamels have a coverage of 250 square feet per one gallon for one coat; Glamortex Enamel 350 to 400. With regard to the quantities necessary, we take this opportunity to offer our quotation based on the number of gallons used in 1940:

Original Product

4 five-gal.pails	Ramuc Special Brown	
	(Lot #2592)	@ \$7.10 per gal.
1 five-gal.pail	Inertol Thinner	
	2000	@ \$1.35 per gal.

Tested Product

4 five-gal.pails	Ramuc Special Brown	
	Type V (Lot #5159)	@ \$7.10 per gal.
1 five-gal.pail	Inertol Thinner	
	3000	@ \$1.70 per gal.

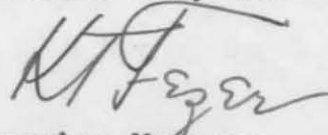
Window Frames and Trim

3 one-gal. cans	Glamortex Enamel	
	Special Blue Green	
	(Lot #2604)	@ \$8.00 per gal.
F. O. B. factory, Newark, N. J.		

In closing, we thank you sincerely for your continued interest in our materials, and look forward to furnishing Ramuc and Glamortex for repainting your house this season.

Yours very truly,

INERTOL CO., INC.


Service Manager

JAC:gt
Enclosure: Folder No. 750
CC: E. Hartmann
CC: J. Gurtlinger

INERTOL COMPANY^{INC}

INERTOL • GARANTOL • RAMUC
RIGORTEX • TOREX • GLAMORTEX
RECOGNIZED TRADEMARKS OF SUPERIOR COATINGS



Waterproofing and Protective Compounds
FOR CONCRETE AND STEEL

FACTORY • LABORATORY • GENERAL OFFICE
470 FRELINGHUYSEN AVE. • NEWARK 5, NEW JERSEY

June 27, 1944

Mrs. Winfield W. Riefler
Battle Road Circle
Princeton, New Jersey

Dear Mrs. Riefler:

Answering your letter of the 23rd instant, we regret having to inform you that we doubt chlorinated rubber will become available before the Japanese have been cleared out of the Dutch East Indies and crude rubber is entering this country again in large quantity. An attempt has been made to obtain the base for our product from synthetic rubber but all experiments along these lines have been complete failures thusfar. On the other hand, plastic resin has become more easily available and our Ramuc Enamel Type V made from this base is fully as water and weather resistant as our rubber base Ramuc Enamel was before the war. However, we would not want to encourage you to paint your house with our new enamel before a fair sized sample application has been made and its performance observed for 6 to 9 months.

We estimate 1 gallon of our Ramuc Enamel Type V will cover about 200 square feet of surface on your house with one coat, and believe 3 coats would be necessary. It sells in single gallon cans at \$6.00 per gallon and in 5-gallon drums at \$5.60 per gallon f.o.b. factory. Perhaps it might be advisable to have one of the standard exterior masonry paints with an oil vehicle tried out alongside of our product as the former are much less expensive and may serve the purpose if the wall in question has been thoroughly waterproofed.

Assuring you of our desire to be of further service to you if possible, we remain

Yours very truly,

INERTOL COMPANY, INC.

H. T. Feger
Service Manager

KTF:RG
CC: Mr. E. Hartmann

INERTOL COMPANY^{INC}

INERTOL • GARANTOL • RAMUC
RIGORTEX • TOREX • GLAMORTEX
RECOGNIZED TRADEMARKS OF SUPERIOR COATINGS



Waterproofing and Protective Compounds
FOR CONCRETE AND STEEL

FACTORY • LABORATORY • GENERAL OFFICE
470 FRELINGHUYSEN AVE. • NEWARK 5, NEW JERSEY

July 28, 1944

Bigelow
8-1777

Mrs. Winfield W. Riefler
Battle Road Circle
Princeton, New Jersey

Dear Madam:

Acknowledging your yesterday's letter, we shall be glad to fill your order for 1 gallon Ramuc Enamel Type V in the same color furnished you in 1940. However, we assume that the paint has faded somewhat in the meantime and it will be impossible for us to match the present color.

On the other hand, we cannot furnish you the white base and let your painter match the color because colors in oil will not mix with our product. However, your painter will have no difficulty to match Cemcoat to our trial gallon and since he will probably paint at least one side of the house, it should make no difference if the old and new paints are not a perfect match.

We are awaiting your advice whether or not we may ship you one gallon of Ramuc Enamel Type V Special Brown as furnished you on order number 18122 at \$6.00 per gallon. Since our Type V is insoluble in ordinary paint solvents, your order should also include 1 quart of Ramuc Thinner Type V at 60¢ per quart, to enable the painter to clean his brush.

Yours very truly,

INERTOL COMPANY, INC.

H. T. Feger
Service Manager

KTF:RG

CC: Mr. E. Hartmann

Battle Road Circle,
Princeton, N.J.,
May 21, 1947.

Mr. K.T. Fezer,
Inertol Co.,
470 Frelinghuysen Ave.,
Newark, N.J.

Dear Sir:

Thank you for your letter of May 15th regarding the paints used on our house. At present I would like to order only the paint for the trim, hoping to get the whole house painted later. Accordingly, please send me

3 one-gal. cans Glamortex Enamel Special Blue Green
Lot # 2604 \$8.00 a gal.
(turned lighter)

This paint has faded very much, so that it should be a little darker than it was if you vary from the original formula at all.

I inclose a check for \$24.00

Yours very truly,

The Office of SCHELLING-BUSCH *Incorporated*
BUILDERS

LEXINGTON 2-4900



101 PARK AVE. N.Y.

September 17th 1941

Dear Mrs. Riefler:

In reply to your letter of September 14th.

We are enclosing a copy of letter received from Hope's Windows giving instructions on how to remove the broken operator.

If you will have the old operator removed and forwarded to us we will have Hope's put thru an order at once for a replacement.

Yours very truly,
SCHELLING-BUSCH INC.

C. J. Lewis
C. J. Lewis

Mrs. Winfield W. Riefler
Battle Road Circle
Princeton, N. J.

Cables
"Hopes, Jamestown"

Telephone
Jamestown 4-118

Hope's Windows, Inc. Jamestown, New York

TELEPHONE
ASHLAND 4-8047

No. 101 PARK AVENUE
NEW YORK, N. Y.

September 16, 1941

Schelling Busch Inc.,
101 Park Avenue,
New York City.

Re: Riefler Residence
Princeton, N. J.

Dear Sirs:

We are in receipt of your letter of September 16th, quoting a letter from Mrs. Riefler regarding a damaged casement operator.

You should instruct Mrs. Riefler to have the damaged operator removed and sent to us so that we can send her a new operator of the exact type required. The cost of this new operator will be \$1.75.

The operator is quite easily removed by taking out the two screws which hold the operator to the plate on the casement frame. The operator can then be slipped out of the slide on the bottom of the sash, and the shoe in the end of the arm should be screwed out so that the operator arm can be pulled through the slot in the casement frame.

Upon receipt of the broken operator, we will immediately have a new one sent to the house.

Very truly yours,

HOPE'S WINDOWS, INC.,

By: _____

R.W.H./a

cc J.