

THE CONSENSUS

VOL. VII, No. 1

October 21, 1955

SPECIAL EDITION

The meeting of Thursday, October 20, attended by representatives of nine families, included the making of certain decisions which require either immediate action or early approval. The decisions are set forth in brief below.

1. Repayment for Moys:

It was reported that the Moys are leaving Tuesday, Nov. 1, for Japan, for an indefinite period. They have requested repayment of the funds they have in Brown's Wood (\$2,000 plus assessments plus \$5),

It was AGREED: (among those present) to ask those not present to permit the Moys to be paid with funds already in hand from moneys paid by members over and above lot costs. *

This means that if consensus is reached on paying the Moys out of the treasury at this time, they will be paid, up to \$2,000 or whatever it is, according to the total which individuals are willing to "contribute" rather than have held in escrow.

Genny Daly is calling members on the telephone to get an answer on this question. This agreement on repaying the Moys is an exception to the agreement reported in VOL. VI, No. 9, page 1, because no new member has been accepted. As soon as a new family does come into the group, the present status will be re-established. Further, this early repayment does not set a precedent.

2. Road Bonding:

It was AGREED that the corporation allow the bonding of the road, at the expense of those building this fall, for the portion of the road cost remaining after the laying of the pipe.

3. Option, etc.:

It was AGREED, in order to facilitate deeding before 1956, that Saturday October 29 or Thursday, Nov. 3 (depending upon the legal committee's progress) will be the final date for acceptance of the pre-emption agreement, option agreement, restrictions, and deed, and any other matters pertinent thereto. This meeting will be final and will NOT require the usual waiting period for ratification.

* Excerpt from minutes of the meeting, by Molly Morgan, Clerk.

Ranulf W. Gras
471 Conant Rd.
Weston, Mass.



Mr. + Mrs. R. Langdon Wales
Box 724, Dlean Rd.,
South Wales
New York

THE CONSENSUS

VOL. VII, No. 2

October 25, 1955

NEXT MEETING: Since the Legal Committee does not expect to have the necessary work done by Saturday, the next meeting, (at which the Pre-emption Agreement, etc., will be given the finishing touches and approval) will be held on Thursday, November 3rd., in Grover Hall, Auburndale.

As far as I know, the business of November 3rd. will also include consideration of the two membership applications now on hand.

MEETING OF OCTOBER 20:

Report by Molly Morgan,
Clerk, Brown's Wood

A general meeting of Brown's Wood was held in the Senior Grovers' garage loft on October 20, 1955 - beginning at 8:30 PM and ending at 11 PM. Present were: Genny Daly, Ranny Gras, Stuart Grover, John Harris, Ed and Helen Healy, Paul Loewenstein, Molly Morgan, Nyna Polumbaum, Dave and Nettie Shansky, and as interest observers, Matt Israel and Lucy Huber.

Lincoln Building Requirements: It was reported that, according to Mr. Willard, the Lincoln Board of Selectmen has given the Lincoln building inspector unfettered authority to turn down any pre-fab or even partially pre-fab house - or structure requiring a building permit - and all structures of 100 sq. ft. or more require a building permit. Although the building inspector in turning down a house-plan must state why, the reason can be simply: "A sub-standard structure". - What has the town got against pre-fabs?, Someone asked. Evidently, for one thing, anchor bolts are specified among the building requirements, and Tech-built decided not to put in anchor bolts after agreeing to abide by the Town specifications. Or perhaps, as someone suggested, a Tech-built house went up so fast that the building inspector (a part-time official) never had a chance to see whether anchor bolts got put in or not. What are anchor bolts? They are the large bolts that hold the frame of the house down to its concrete foundation or footings. They tend to prevent the house from getting shoved off its footings by high winds or water. (By the way, the town believes in - in fact, insists on poured concrete footings.)

Talk with Concord Co-op Bank: Paul Loewenstein talked with officials of the above bank. Mr. Ogilvie, in particular, assured Paul that he and other B.W. members could get the following terms at their bank: $4\frac{1}{2}\%$ interest rate, mortgages of 80% of evaluation, with complete pre-payment privileges after the first year. Also, they valued Lincoln lots as at least \$4000 per acre.

Mr. Ogilvie, Mr. Donaldson (our neighbor, so to speak), and Mr. Wheeler paid a brief visit to the land a few days later.

They appeared pleased with what they saw. "Beautiful land", they exclaimed, unmirring their Cadillac from our new road (with the help of Ranny and Jack Flannery). They also boasted about their bank's being a good place to do business since there is opportunity to invest in bank shares.

Sanitary Drainage Map: Stuart Grover talked with Mr. Willard and learned that the town requires a sanitary drainage map from each of us at the time we submit building plans to the building inspector with an application for a building permit. The building inspector will want to see our plans and applications, and Willard will want to see the sanitary drainage maps.

Specifications for Drainage Map and Septic Tank:

Scale of Map: 40' to the inch or any useable scale.

Accuracy: Not as critical as Lot bounds.

Must Show:

- 1) The location of the house
- 2) The lines from septic tank to house
- 3) At least 40 feet of leaching lines (for exact

requirements for each lot, see report by Whitman and Howard)

The leaching lines are to be plotted on the map in order that they may be easily staked out by the home-owner. The sanitary engineer can then view the layout on the ground and (we hope) give his approval, necessary for a building permit.

Septic tanks, not cess pools, are required. Specifications for same may be obtained from proper authorities.

Progress of the Road: While digging the water trench as it crossed the road past Lot # 16, Jack Flannery encountered about 40 sq. yds. of ledge. (This made the total about 70-80 sq. yds. so far). Mr. Flannery plans to dig the entire water trench before beginning any necessary blasting. All the back-filling is to be done at once too. Work has gone somewhat slower than in the past, since Mr. Flannery left only one man on the job, his second son, Jack. However, the water trench was done past Lot 15 as of Thursday, Octo, 20. Ranny reminded members that no blasting will be necessary in the drainage trench. At present we hope that the first coat of oil can be put onto the road Dec. 1, and the second coat Dec. 30.

(Last Friday Jack uncovered considerably more ledge. He, Bud Flannery, Ranny and Mr. Gilbert agreed it might be better digging on the other side after all, and since Mr. Gilbert has always wanted to avoid pipes crossing the road, it was decided to try the change, at no extra expense for the additional trenching. It is hoped that more ledge savings can be accomplished by this. ED)

Available Lots: Since the Polumbaums have decided to change from Lot 15 to 16, the three lots now available are 15, 19 and 20. Any present members interested in either had better say so soon.

Repayment to Moys: This question was covered in the Special Edition, The Consensus, Vol. VII, No. 1, Oct. 21, 1955, and also by Genny Daly's telephone conversations with all members except the Waleses, who were contacted by Ranny. Enough money was made available by members to pay the Moys back entirely, and there were no objections to doing so.

Bonding the Road: Stuart Grover talked with the Lincoln Town Planning Board chairman, Mr. Howard, and Paul and John met with the Board itself, to find out about bonding the road. Apparently there are two standard methods: one is for the town to estimate the cost of completing the road, and add a 10% contingency allowance, whereupon we give them a certified check for the total. This could be a large sum at this point. The Town holds on to the check until the town pronounces the road finished, with at least two coats of oil. The contractor cannot get his money from the town until then, and he can't get it from us if we don't have it. (I understand that the Board indicated that for us, at least, they would make payments to the contractor out of our "bond". ED)

The second method of road bonding doesn't demand so much capital to be placed in escrow. We get an insurance bond; for a fee of 1%, the necessary funds are put up by a bonding company. Apparently, it would be sufficient for the early builders to get a bond for that part of the work left after pipe laying, since that much is supposed to be finished before anyone will be ready to build. The early builders volunteered to pay such expenses as were necessary (about \$200), and there were no objections. For the decision, see the Special Edition, mentioned above.

Perhaps it should be added that the cause of the Town's increasing concern that the road should be really well finished is due to the Town's unfortunate experience with Tabor Hill Rd. The Town accepted that road and then, after the "flood", had to pay for its repair - which amounted to an almost complete rebuilding in several sections. In the future, the Town may change its specifications for acceptance of roads: for instance, the Town may insist on several feet of gravel under the road bed. Fortunately, we don't have to comply with the future specifications. But we'll have to toe the line with present ones.

Public or Private Road? Pro Public: 1) Rural free delivery, 2) Snow removal service without any cost other than taxes, and other maintenance besides.

Pro Private: Group can control the road, perhaps traffic, definitely extension through easements. (It is quite conceivable that the Davis land could be developed with the use of our easement in that direction.)

Lots Need Topos: Lots 12, 13 and 14 still need topo work. This is a job that must be done some time, but not immediately (says the Clerk's report).

Report by Genny Daly on the Budget: The Executive Committee held its semi-annual Budget meeting October 19, 1955; at the meeting it was decided that the assessment per family for the next 6 months would be the minimum, \$25. Last year, the corporation's running expenses for office supplies and postage amounted to \$60. It was suggested that next year's budget include some coverage for road maintenance. It was **AGREED:** That the assessment for the next 6 month period be \$25 per family, and further, that \$100 be allocated for snow removal.

A financial statement was read by Genny Daly. She claims it was too informal to be printed, and besides she read it to everybody on the telephone, and all it amounted to was a summation of the corporate position with respect to assets and liabilities. A complete Treasurer's Report is in the offing, anyway.

Approval of Option Agreement: It was pointed out that there is a tendency for people to let important matters like legal documents slide along till the last minute, and then want to make major changes. Since "time is of the essence" in getting deeds out, it was felt that a date should be set for final approval of the deed restrictions, etc., after which no changes could be made, and after which no ratification period would even be required. This was agreed, as reported in the Special Edition, October 21.

*

*

*

News from So. Wales: A long newsy letter arrived yesterday from our absentee members. I wish I had time to publish all of it. However, I don't, and I can't even publish any of it because Ranny seems to have taken it to the office. I will include the items of special interest in the very next newsletter, and suffice it to say for now that Lang works every night (shades of BW), that the rental they are in is too similar to a railway station for comfort, and they are contemplating purchasing a house, with fewer trains and more nearby children, that the country is lovely, the children are well, they have a new car named Morris Minor and a new beagle named Cindy, they think they may know in a year or so what their plans will be with respect to Brown's Wood, and any letters received from BW Members will be answered promptly within 90 (ninety) days. Also a very puzzling PS. : Moog Valve Co. is not in Aurora, but East Aurora. Aurora is about 100 miles East?

New Index: The Grovers have presented me with a 4-page (Olivetti type, too) index for VOL.'s V and VI. It will come out soon and answer all those questions.

New Offspring: Eve, the hamster from Six Moon Hill via 2 Potter Park, and husband Adam, have presented us with at least 6 little wrigglers. In about three weeks, I understand,

we will be pleading for someone to take the sweet, darling little breeders into their homes. It would be nice to be able to keep track of them for heredity studies; Adam is albino and Eve is golden. Anybody want to open up a laboratory? We of course will keep as many as can be comfortably managed.

New Interest: Three families have become interested in Brown's Wood membership lately, or should I say four. First were the Rawsons, Ed and Nancy, who have attended one meeting. Then there were Yao T. Li and his brother, Si Lee, and their wives and children. Lastly, William Krokyn, the Morgans' architect, and his family, who have really had an interest in BW for some time but only recently felt in a position to do anything about it.

Ranulf W. Gras
471 Conant Rd.
Weston, Mass.



Mr. + Mrs. R. L. Wales
Box 724
Olean Rd.
South Wales
New York

THE CONSENSUS

VOL. VII, No. 3

SPECIAL EDITION

November 4, 1955

NEXT MEETING: The next meeting will be held on Thursday, Nov. 10, 8:00 PM, at Grover Hall, 38 Vista Ave., Auburn-dale. Enclosed herewith are waivers which must be signed by all members, and returned to the Secretary before the end of the meeting, to allow the action of that meeting to become final immediately.

SUMMARY OF NOVEMBER 3 MEETING:

The meeting was attended by Homer Eckhardt, the Grasses, Stuart Grover, John Harris, the Healy's, the Kramers, Paul Loewenstein, the Novaks, the Shanskys, and Al Van Rennes (that is, ten member families were represented). Also, Jacques Hill and Bobby Krokyn were present as observers. Bert Loewenberg was kind enough to bring his still recuperating self to answer members' questions.

The revised form of the "Notice" was distributed. It was read aloud, with explanation of changes as they were met, and opportunity for questions. The forms (with revisions circled in red) are herewith sent to those who were not present. The explanations for said revisions will come in a complete report by Tuesday, as will the newly suggested changes; anyone wanting such information sooner can call Ranny, who has a notated copy, or Helen Healy, who has a complete record.

This was to be the "final meeting" on the Notice, but. ... There were new questions on some things that had been in the form from the beginning, and so could have been raised earlier. And other questions stemmed from the new revisions; discussion showed one whole paragraph could be improved by re-writing. Obviously it was impossible to give even conditional approval to the Notice. Those present did feel much benefited by Mr. Loewenberg's generous contribution of time in explaining.

However, there was much concern over the members who were not there, and over the trend to the use of ever more powerful magnifying glasses in inspecting the document. It seemed all too possible that a new crop of questions would be raised at the next final meeting. Consequently the "Early Builders" demanded permission to obtain deeds, any deeds, as soon as they need them, rather than be forced to wait until 36 perfectionists are satisfied. After many suggestions, it was AGREED: That members be issued, upon request, whatever form of deed is in current "use" at the time. It was presumed that deeds issued in the near future, if there were any, would be identical to that issued the Ritson family, while those issued later would be in the final form.

The meeting then adjourned (well past 11:00 PM). For more on the matter, see the following pages.

DIFFICULTIES:

On further consideration, the issuance of "Ritson-type deeds" seemed more and more unwise; Ranny's feeling of opposition to the idea was augmented by a talk with Bert Loewenberg this AM. The latter said that deeds issued now would be necessarily unlike that issued the Ritsons, and that at this rate several different types of deeds would be given out. He felt it would be very bad practice. He did think that with application, deeds could be issued in final and proper form as soon as required.

By application, is meant application of effort to expedite matters. While supporting the freedom of the individual to be heard and considered, we sympathize with the "Early Builders" decline in patience. Surely the privilege of consensus brings with it the responsibility of acting within a reasonable time. The matters now included in the "Notice" were first discussed in the spring of 1954, and were drafted in June of that year into an "Option Agreement" which ever member has at least had access to. This year, the matter was revived in August and has been in the mill ever since. It has had at least some attention at every meeting and has been circulated in several forms to the entire membership. There seems no excuse for further delay.

Rather than relying upon temporary deeds, the following procedure is recommended, being entirely in keeping with all agreements made so far and with the urgency expressed by Early Builders. Signature by all members of the enclosed waivers will put the finishing touch of "legality" on the process.

PROCEDURE TO ASSURE ISSUANCE OF PROPER DEEDS NOVEMBER 14:

- 1) Members sign enclosed waivers, and return to Helen Healy, 6 Ashton Place, Cambridge, whether or not they plan to attend the next meeting.
- 2) Members give careful consideration immediately to the form now in hand, and to the revisions when they are received.
- 3) If, after all this time, any member still wants to suggest a change, he will call a member of the Legal Committee before Wednesday, November 9. The committee member will either talk him out of the idea or relay it to the lawyers.
- 4) Meanwhile, the lawyers (they have promised) will be preparing a draft including all the changes recommended at the last meeting.
- 5) Also, the lawyers feel that they can have ready by Thursday a complete evaluation of the "enforcibility" of the various parts of the Notice.
- 6) Thursday, November 10, the revised form and the evaluation are presented. The only matter still open to debate should be whether to retain or reject sections about which the lawyers have serious doubts. Members who raise minor points at this time will do so at their own risk.

PROCEDURE (Continued):

- 7) Monday, the lawyers will draw up deeds for early builders, and type the Notice in a form suitable for filing.
- 8) Monday, November 14, deeds can be issued to members who request them.

Bert Loewenberg has promised an all-out effort on the matter and is quite confident that they can meet their part of the above schedule, barring unforeseen circumstances.

11/3/55

NOTICE OF PRE-EMPTION RIGHTS, OPTIONS
AND RESTRICTIONS

BROWN'S WOOD, INCORPORATED, a corporation organized under the laws of the Commonwealth of Massachusetts, particularly under Chapter 180 of the General Laws, and having a usual office in the City of Boston in the County of Suffolk in the said Commonwealth, and being the owner (except as to any portion heretofore conveyed by it) of the land in the Town of Lincoln in the County of Middlesex in the said Commonwealth which was conveyed to it by R. Langdon Wales by deed dated July 7, 1954, recorded with Middlesex South Registry of Deeds in Book 8284 at page 356, and is shown on a plan entitled "Plan Showing Subdivision of Land in Lincoln, Mass. owned by Brown's Wood, Incorporated" by Ranulf W. Gras, dated February 8, 1955, recorded with the said Registry of Deeds at the end of book 8475,

Bernson
Land

HEREBY GIVES NOTICE (1) that by unanimous votes of its Board of Directors and members it has imposed upon the said land the Pre-emption Rights, Options and Restrictions which are hereinafter set forth and, by reference hereto, shall be incorporated into each conveyance by it of any lot shown on the said plan and (2) that by the said votes it is provided that, notwithstanding the provisions of the said Pre-emption Rights and Options, ^{part of Wales} in the event that ~~The Boston Five Cents Savings Bank~~ or any other bank or lending institution or any assignee of

either of them should as mortgagee or as assignee foreclose any mortgage of premises conveyed by such conveyance or should become the owner of such premises it shall be free to convey the premises free from the said Pre-emption Rights and Options if its purchaser declines to accept a deed reciting that the conveyance is subject to them;

The said Pre-emption Rights, Options and Restrictions being the following:

PRE-EMPTION RIGHTS

As further consideration for a conveyance by Brown's Wood, Incorporated, of any lot of its land, each Grantee thereof shall covenant as follows for himself and his successors in title, heirs, executors, administrators and assigns:

(1) That, if during the period of the life of the Grantee (or if there be more than one, then the lives of all the Grantees of such lot or the life of the survivor of them) and twenty years thereafter the Grantee (or, the Grantees) or any of such successors in title, heirs, executors, administrators or assigns should desire or become willing to sell the said lot, whether or not it then be improved, Brown's Wood, Incorporated, or its successors or assigns shall have the first right to buy the same unless the intended sale is to a spouse or child or children of the then owner;

(2) That, in order to make possible the exercise of such right, the said real estate, when such desire or willingness arises, will forthwith in writing be offered for sale to Brown's Wood, Incorporated, or its successors or assigns for the same price at which and on the same terms and conditions upon which there is the prospective desire or willingness to sell the said real estate to any bona fide / purchaser; the bona fides of the prospective purchaser shall have been made manifest by his depositing with the prospective seller the sum of one thousand dollars (\$1,000) or a sum of money equal to five per cent (5%) of the prospective ~~per~~ price, whichever is the greater; in the event that (a) Brown's Wood, Incorporated, or its successors or assigns elect not to buy the said real estate and (b) the prospective seller can give title to the prospective purchaser as agreed between them and (c) the prospective purchaser fails to buy the real estate within the four-months period hereinafter provided, the prospective seller will forthwith after such period pay over the said sum to Brown's Wood, Incorporated, or its successors or assigns;

(3) That Brown's Wood, Incorporated or its successors or assigns shall have the right, by election, to buy the said real estate at the said price and upon the said terms and conditions provided that it or its successors or assigns within twenty-one days after receipt

of such written offer enter into a written agreement to do so within forty-five days after the date of such written agreement and deposit with the seller the sum of one thousand dollars (\$1,000) or a sum of money equal to five per cent (5%) of the prospective price, whichever is the greater;

(4 a). That, if Brown's Wood, Incorporated, or its successors or assigns, do not enter into such agreement within twenty-one days after receipt of such offer, the prospective seller may at any time during the next succeeding period of three months and one week sell the said real estate to the said prospective purchaser at the said price and upon the said terms and conditions. The said "first right to buy" shall revive: (a) if during the said period of three months and one week the prospective seller proposes to change the said price, terms, conditions or the identity of the prospective purchaser; or (b) if the said real estate is not so sold by the expiration of the said period of three months and one week;

(4 b). That if Brown's Wood, Incorporated, or its successors or assigns, having entered into such agreement defaults in the performance of the same, the prospective seller may (1) have recourse to any legal or equitable remedy, or (2) during the next four months following the said Corporation's default sell the said real estate to any purchaser at a price not less than that provided and upon the same

terms and conditions as are contained in the said agreement (in which event the deposit made by the said Corporation shall be returned to it), or (3) retain the said deposit as liquidated damages for its breach of the said agreement. Such "first right to buy" shall revive, however, (a) if during the said four month period the prospective seller proposes to reduce the purchase price or make any of the other terms or conditions more favorable to a buyer, or (b) if the said real estate is not sold pursuant to clause (2) hereof by the expiration of the said period.

OPTIONS

In recognition of the corporate purposes of Brown's Wood, Incorporated, particularly the purpose to promote the civic, educational and economic betterment and welfare of its community, and in recognition of its ultimate aim as expressed in its by-laws to ^{maintain} ~~establish~~ a neighborhood of congenial home-owning families, and as further consideration for the conveyance, each Grantee of a lot conveyed to him by Brown's Wood, Incorporated, shall grant for himself and his successors in title, heirs, executors, administrators and assigns the following options to Brown's Wood, Incorporated, and its successors and assigns.

such option to continue during life.
line of grant or rec. - 20 yrs +.

1. If within three years from the date of the conveyance the construction of a dwelling house on the land therein conveyed shall not have been commenced, Brown's Wood, Incorporated, and its successors and assigns shall have the exclusive right for four months after the expiration of the said period of three years, and for such longer period of time as may be necessary for determination of the value by arbitration as hereinafter provided, to purchase the land at its then fair market value;

2. If within five years from the date of the conveyance the construction of a dwelling house on the land therein conveyed shall not have been completed so as to have become habitable within the meaning of the appropriate provisions of the by-laws and regulations of the Town of Lincoln, Massachusetts, Brown's Wood, Incorporation, and its successors and assigns shall have the exclusive right for four months after the expiration of the said period of five years and for such longer period of time as may be necessary for determination of the value by arbitration, as hereinafter provided, to purchase the land together with the improvements thereon at the then fair market value of the land and improvements; provided that if Brown's Wood, Incorporated does not exercise its option to purchase within the period provided therefor and the said dwelling house is not completed by subsequent anniversary dates from the date of conveyance, the said option shall

revive on each such date for an additional four month period and for such longer period of time as may be necessary for determination of the value by arbitration;

3. If the Grantee or any successor in title should lease, rent or let in whole or in part the land therein conveyed or any improvements made thereon, in such a manner that the owner ceases to be a full time occupant thereof, for periods exceeding twenty-four months in the aggregate in any period of five years or, in any event, for a period exceeding twelve consecutive months, ^{and such as} Brown's Wood, Incorporated, and its successors and assigns shall have the exclusive right to purchase the said land, together with the improvements thereon, at the fair market value thereof, provided that (a) the said right is exercised within four months after mailing to the then owner registered mail written notice of the intent so to purchase, or (b) after such mailing, the right is exercised within four months after any date which shall have been agreed upon in writing by the then owner and Brown's Wood, Incorporated as the date of termination of such leasing, renting or letting; in either instance the four month period is to be extended for such longer period of time as may be necessary for determination of the value by arbitration as hereinafter provided. If Brown's Wood,

MISSION

Incorporated does not exercise its option to purchase within the period provided therefor, the said option shall revive and be exercisable in the manner hereinbefore provided whenever another aggregate period of twelve months of such leasing, renting or letting occurs. Notwithstanding the foregoing, if the Grantee or any successor in title in writing requests the permission of Brown's Wood, Incorporated or of its successors or assigns to lease, rent or let the same for a specified period of time (the beginning and ending dates thereof to be specified) not in excess of twenty-four consecutive months he may so lease, rent or let unless within thirty days after receipt of such request Brown's Wood, Incorporated, or its successors or assigns in writing refuses to grant the request, but any subsequent such request made within five years after the first such request shall not be deemed to be granted by such failure of refusal but shall be granted only by majority vote of the qualified members of Brown's Wood, Incorporated, or by the affirmative action of its successors or assigns;

4. If upon the death of the Grantee (or if there be more than one, upon the death of any of the Grantees), the interest of the deceased Grantee in the land herein conveyed or any improvements made thereon does not pass to a spouse or child of such Grantee by survivorship, by

intestacy or by a will of such Grantee duly admitted to probate, Brown's Wood, Incorporated, and its successors and assigns, shall have the exclusive right for a period of four months after the appointment of the personal representative of the deceased Grantee and for such longer period of time as may be necessary for determination of the value by arbitration, as hereinafter provided, to purchase the said interest in the land together with the improvements thereon at the then fair market value of such interest. In order to effectuate the provisions of this paragraph, each Grantee whose interest in whole or in part in the said land or improvements would in the absence of a will duly executed by the Grantee pass upon his death to a person other than his spouse or children shall covenant to execute a valid will under the terms of which the said interest is devised to the spouse or children of the Grantee;

5. The fair market value to be paid upon the purchase under the exercise of any of the foregoing options shall, unless agreed upon by the parties, be determined pursuant to Sections 14 through 22 of Chapter 251 of the General Laws of Massachusetts (Tercentenary Edition), as amended, by three arbitrators, one to be chosen by the owner or owners of the land, another to be chosen by Brown's Wood, Incorporated, or its successors or assigns, each choice to be made within thirty

days after receipt of the notice to exercise the option and the third to be chosen within ten days by those two. In the event that either party neglects or refuses to name an arbitrator within the designated period or in the event that the two selected arbitrators fail to agree on a third arbitrator within the designated period, the American Arbitration Association, or in the event of its failure to act, the Boston Real Estate Board, shall designate the additional arbitrator or arbitrators. The expenses of arbitration shall be borne equally by the parties, and the decision of a majority of the arbitrators shall be binding.

Certification

Brown's Wood, Incorporated, for itself and its successors and assigns will covenant that if it or they determine not to purchase real estate pursuant to the said Pre-emption Rights or pursuant to any of the foregoing Options, it or its successors or assigns will on request certify in a form acceptable for public recording the fact of such determination, or, in the said case of request for permission to lease, rent or let, the fact of failure to refuse such permission, all subject, however, to the limitations appearing in the paragraphs designated ~~that~~ "(4 a)" and "(4 b)" in the above Pre-emption Rights, and, further, will certify the fact, if it be a fact, that the procedure for offering the

real estate for sale to it or its successors or assigns has been complied with; any such certification made by two officers of Brown's Wood, Incorporated, neither of whom is the proposed seller or buyer or the spouse of either, shall bind it and its successors and assigns.

RESTRICTIONS

Each grant of a lot by Brown's Wood, Incorporated, shall be subject to the following provisions, which are imposed for the benefit of all the lots shown on the said plan and may be incorporated into the grant by reference hereto:

(A). No building shall be erected or altered on the said real estate until the plans and specifications therefor shall have received at a duly held meeting of the members the approval of at least ten per cent of the total membership of Brown's Wood, Incorporated; certification of the fact of such approval shall be given by Brown's Wood, Incorporated, in a form acceptable for public recording and if signed by any two of its officers, neither of whom is the proposed seller or buyer or the spouse of either, shall conclusively bind it and its successors and assigns;

(B). No mortgage of the said real estate shall be given or placed unless the intended mortgagee first agrees in writing with Brown's Wood, Incorporated, or its successors or assigns, that thirty (30)

days before foreclosing the mortgage or before taking a conveyance of the said real estate in lieu of foreclosing, it will give to Brown's Wood, Incorporated, or its successors or assigns, the opportunity to purchase the mortgage for the amount due thereon;

(C). The Grantee and his successors in title, unless refused membership in Brown's Wood, Incorporated, shall pay any and all assessments levied by it pursuant to its by-laws provided, however, that in the event that The Boston Five Cents Savings Bank or any other bank or lending institution or any assignee of either of them should as mortgagee or as assignee foreclose any mortgage of the said real estate or should become the owner of the said real estate it shall be free to convey the said real estate free from this Restriction if its purchaser declines to accept a deed reciting that the conveyance is subject to it;

(D). In the event of default in the performance of any obligation in any mortgage of the said real estate, Brown's Wood, Incorporated and its successors and assigns may by agreement with any guardian, conservator, executor, administrator or other personal representative of the mortgagor cure such default and take a mortgage of the said real estate to secure repayment of the cost and expenses of curing the default.

RIGHT OF WAIVER

Brown's Wood, Incorporated by the unanimous votes of its Board of Directors and members may waive any of the within pre-emption rights, options or restrictions with respect to any lot or lots shown on the said plan. *excepting*

IN WITNESS WHEREOF on this _____ day of _____, 1955, the said Brown's Wood, Incorporated, has caused its corporate seal to be hereto affixed and this Notice to be executed, acknowledged and put on public record in its name and behalf by _____ its _____ and _____ its _____ therefor duly authorized.

BROWN'S WOOD, INCORPORATED

Attest:

By _____ Title: _____

Clerk of Brown's Wood, Incorporated

(Corporate seal)

and _____ Title: _____

THE COMMONWEALTH OF MASSACHUSETTS

_____ SS. _____, 1955

Then personally appeared before me _____ and _____ and acknowledged the foregoing instrument to be the free act and deed of Brown's Wood, Incorporated.

Notary Public
My commission expires:

Ranulf W. G.
471 Conant Rd.
Weston, Mass.

First Class

Mr. & Mrs. R. L. Water
Box 724 Olean Rd.
South Water
New York



THE CONSENSUS

VOL. VII, No. 4

November 7, 1955

NOVEMBER 3 MEETING:

Report by Helen Healy
Secretary, Brown's Wood

Present: Grases, S. Grover, J. Harris, H. Eckhardt, R. Krokyn, Shanskys, J. Hill, Kramers, A. Van Rennes, P. Loewenstein, Healys, Novaks, Bert Loewenberg.

At this meeting our lawyer, Bert Loewenberg, was present for discussion of the most recent form of the NOTICE OF PRE-EMPTION RIGHTS, OPTIONS AND RESTRICTIONS, dated 11/3/55. The following points and questions were raised after a reading of the NOTICE.

- 1) This form is not actually written out in every deed, but instead is referred to.
- 2) Page 4, explanation of item 4b (1): if the corporation defaults after agreeing to buy, a seller may sue in a court of equity, for fulfillment of the agreement to purchase at the stipulated price; or he may sell eventually at a lower price, and sue for damages; the damages equal the difference between the original contract price and the actual selling price, minus the \$1,000 retainer. (If the corporation defaults at a \$25,000 price and the property is sold for \$24,000 or more, there are no damages to sue for). Damages must be specific, and not, for instance, loss of income from having to delay a move, or hospital bills incurred pending a move to another climate.
- 3) Page 5, explanation of item 4b (3): if the seller retains the deposit as liquidated damages he thereby waives suit for damages.
- 4) Page 5, explanation of item 4b (3a): even if the corporation is in default, it still has the "first right to buy" if the price changes. If the seller has retained the deposit from the first proposition as liquidated damages, he does not have to account for it when he presents a new proposition, e.g. change of purchase price and revival of "first right to buy".
- 5) Page 2, item (1): the reason for "life plus twenty years" is that there is an ancient law against perpetuities; the maximum time period in legal documents is "life plus twenty-one years", and this leaves a bit of leeway.
- 6) Definitions: Pre-emptive right gives someone a "first crack" at something, and implies a sequence of rights. An Option is a simple but exclusive right or privilege.

7) page 7, Item 3 (b): This section was apparently understood by the lawyers to mean one thing, whereas the group wanted another meaning. The group wanted to say that if, after 3 (a) had taken place, the owner and the corporation agreed to let the tenant, for reasons of hardship, remain in occupancy for six more months or so, and he remained longer, then the corporation could purchase the property; but that if, in the same situation, the tenancy ended at the agreed time, then the corporation's right to purchase would end likewise. - Discussion showed that the lawyers had thought 3(b) was merely a postponement of the action of 3 (a). It was felt this section should be rewritten to make the intent more clear.

8) Page 8, item 4: the essence of this paragraph is to prohibit an owner's leaving his land and house to anyone other than his wife and children (or wife or children). The enforceability of this rule was in doubt, and it was also possible to fore see complications if a man had no wife or children. The purpose, of course, is to prevent the property being willed to a distant cousin having no interest in Brown's Wood. It was suggested that changes in phraseology be made to convey the idea that an owner unable or unwilling to leave the property to wife or children could direct that his property be sold to the corporation.

9) Page 13, Right of Waiver: this means waiver of rights of the corporation and is perfectly valid, but must not be confused with right to change, which is not legal. Some members thought the right of waiver applied to the entire document, but of course the corporation cannot waive the "Exemption", or other things affecting lending institutions. It was agreed that the bank's rights should be specifically exempted by reference to sections.

10) Page 5, under Options. It was suggested that this statement of intent, perhaps elaborated, would be more impressive at the beginning of the document, and Mr. Loewenberg agreed.

11) A member wondered if the individual members could be held liable in case of a suit against the corporation. Mr. Loewenberg explained that the purpose of corporations (which are legally considered as individuals) is to limit the liability of the members, so the answer is no.

GENERAL DISCUSSION:

- Q. If the corporation collapses, are the members still bound by this document?
- A. All these things are significant only while the corporation exists. (This raised the question of the desirability of the phrase "Brown's Wood, Inc., and its successors and assigns" which appears inconsistently throughout the document. Bert will consult with W. White on this point.)

Q. Will this document affect marketability?

A. Yes. It narrows the market. Only those persons interested in the group would be interested in buying. It puts a burden on a buyer and his lawyer because it's a complicated document. But it is an enhancement to marketability for anyone who is interested in the group.

Q. Do banks care about marketability?

A. No. At least, they are not pre-occupied with it as they generally allow themselves a safe operating margin, and they are exempt from these complications anyway.

Q. Isn't it likely that a timid person, who may be perfectly acceptable to the group, may be frightened by this document, while a speculator with a sharp lawyer may see loopholes and take advantage of them?

A. Yes, this may happen. Walter White is doing some research into the enforceability of certain items on which there is doubt (e.g. item 4, under Options) and should be able to report his findings next week. (It was also suggested that a condensation of the document would help any sincerely interested person understand its essence and thus mitigate its awesome technical appearance. This condensation is in process now).

DECISION OF THE GROUP

In view of the fact that the final form of the Notice was not agreed upon at this meeting, as had previously been planned, it was agreed that at the next meeting, November 10, the group would remove any clause found by the lawyers to be definitely unenforceable. Any clause in doubt would be left in, subject to later waiver, allowed for under Right of Waiver.

Although presumably the final form of the Notice would be approved at the next meeting, it was nevertheless **AGREED:** that deeds be issued when asked for, the form of the deeds to be that currently in use. This agreement could not become effective until the usual consensus requirements were met, Nov. 14.

The meeting was then adjourned, it being late, and the next meeting was scheduled for November 10.

*

*

*

DRAINAGE MAP:

sanitary drainage:

Scale: Any scale large enough to measure with an accuracy of plus or minus 2 or 3 ft. (16' to the inch suggested)

Must show: 1) Location of house

2) Location of septic tank, which must be at least 40 ft. from the foundation.

House site must be staked out on land to make its location by Willard easier. Leaching lines should not be shown on chart or land, since Willard's job consists partly in proper placement of them. He simply wants to be able to go to the septic tank site and examine the terrain; presumably he will indicate either by written report or by drawing on the chart where the leaching lines should run.

Incidentally, cess pools are not prohibited in Lincoln, but Willard is pretty sure our soil will make their use unlikely. If anyone discovers a layer of good clean gravel under his land, the cess-pool would probably be approved.

SOUND ENGINEERING:

Stuart Grover announces that he is available for advice and consultation on acoustical problems or design in Brown's Wood homes. Some of the problems which everyone will have are: insulation between rooms, and through floors and doors; absorption in noisy areas like the kitchen and children's play room; insulation of noisy devices from the house frame (fans, dishwasher, tools); quieting of heating ducts and water lines; and (for hi-fi addicts) optimum design of music listening rooms. Some acoustical materials and methods are not expensive at all, if planned for in advance. He has some catalogs of materials available now, and will obtain more if anyone is interested.

NEW CLERK:

Molly Morgan has resigned as Clerk for Brown's Wood, Incorporated. Gunny Grover agreed to let herself be drafted, which was done in a rather informal way at the November 3rd. meeting. It will be made more official on November 10.

ROAD NAME:

The results of Ballot No. 3 were: Mocassin Hill, +28, Laurel, +22; Mocassin, +19; Red Oak, +4; Fox Hill, -3; Compass, -8; Arrowhead, -8; Rockridge, -8; Brown's Wood, -10; Indian Hill, -10, and Indian Rock, -14. The rest of the names were more negative in score, so we won't even mention them. This top half is included in the accompanying Ballot No. 4.

Changes in 11/3/55 Notice of Pre-emption Rights, Options
and Restrictions

1. Page 1. At end of first paragraph after "8475" add the following:
";(Any reference hereinafter contained to Brown's Wood,
Incorporated to include its successors and assigns where the
context so admits) "
2. Page 1. Next to the last line. Delete "and Options" and substitute
the following: ", Options and Right of Waiver".
3. Page 2. Third line from bottom. Delete ", or its successors or
assigns".
4. Page 3. Line 4. Same as Item 3.
5. Page 3. Line 11. Same as Item 3.
6. Page 3. Line 17. Same as Item 3.
7. Page 3. Lines 18-19. Same as Item 3.
8. Page 3. Last line. Same as Item 3.
9. Page 4. Lines 6-7. Same as Item 3.
10. Page 4. Lines 17 18. Same as Item 3.
11. Page 5. Next to last line and last line. Delete "and its successors
and assigns".

12. Page 5. Line 13. Delete "establish" and substitute "maintain".
13. Page 5. Next to last line after "Incorporated" add the following:
"such options to continue during the period of the life of the Grantee or if there be more than one, then the lives of all the Grantees of such lot or the life of the survivor of them (and twenty years thereafter)".
14. Page 6. Lines 3-4. Same as Item 11.
15. Page 6. Line 13. Change "Incorporation" to "Incorporated".
16. Page 6. Lines 13-14. Same as Item 11.
17. Page 7. Line 9. After "months", add the following: "and such owner has not resumed full time occupancy at the time of receipt of the notice hereinafter referred to".
18. Page 7. Line 10. Same as Item 11.
19. Page 7. Paragraph 3. Delete subparagraph (b) in its entirety from "after" to "letting", and substitute the following:
"(b) in the event that after such mailing a date for the termination of such leasing, renting or letting shall have been agreed upon in writing by the then owner and Brown's Wood, Incorporated and the tenant holds over beyond such date of termination, such right is exercised within four months after such date of termination;"

20. Page 8. Line 2. After "therefor" add the following: "or in the event the owner had resumed full time occupancy at the time of receipt of the notice hereinbefore referred to,"
21. Page 8. Line 7. Same as Item 3.
22. Page 8. Lines 11-12. Same as Item 3.
23. Page 9. Line 2. Same as Item 11.
24. Page 9. Line 14. After "Grantee", add the following: "provided that in the case of a Grantee without spouse or children, his will shall direct his executor to sell the said interest to Brown's Wood, Incorporated at its then fair market value determined as aforesaid;"
25. Page 10. Lines 11-12. Same as Item 11.
26. Page 10. Line 14. Same as Item 3.
27. Page 11. Line 1. Same as Item 3.
28. Page 11. Lines 15-16. Delete "proposed seller or buyer or the spouse of either" and substitute the following: "owner or his spouse,"
29. Page 12. Line 3. Same as Item 3.
30. Page 12. Line 16. Same as Item 11.

31. Page 13. Line 4. After "plan" add the following: ", provided that the provisions contained in Restriction (C) shall not be waived as to any lot or lots without the consent of the bank or lending institution, or assignee of either, holding a mortgage on the said lot or lots."

32. Page 11. Line 8. After "hereto" add the following: "each such provision to continue during the period of the life of the Grantee of such lot (or if there be more than one Grantee, then the lives of all the Grantees of such lot or the life of the survivor of them) and twenty years thereafter:"

11/15/55

NOTICE OF PRE-EMPTION RIGHTS, OPTIONS
AND RESTRICTIONS

BROWN'S WOOD, INCORPORATED, a corporation organized under the laws of the Commonwealth of Massachusetts, particularly under Chapter 180 of the General Laws, and having a usual office in the City of Boston in the County of Suffolk in the said Commonwealth, and being the owner (except as to any portion heretofore conveyed by it) of the land in the Town of Lincoln in the County of Middlesex in the said Commonwealth which was conveyed to it by R. Langdon Wales by deed dated July 7, 1954, recorded with Middlesex South Registry of Deeds in Book 8284 at page 356, and is shown on a plan entitled "Plan Showing Subdivision of Land in Lincoln, Mass. owned by Brown's Wood, Incorporated" by Ranulf W. Gras, dated February 8, 1955, recorded with the said Registry of Deeds at the end of book 8475; (Any reference hereinafter contained to Brown's Wood, Incorporated to include its successors and assigns where the context so admits)

HEREBY GIVES NOTICE (1) that by unanimous vote of its Board of Directors and members it has imposed upon the said land the Pre-emption Rights, Options and Restrictions which are hereinafter set forth and, by reference hereto, shall be incorporated into each conveyance by it of any lot shown on the said plan and (2) that by the said votes it is provided that, notwithstanding the provisions of the said Pre-emption Rights, Options and Right of Waiver, in the event that any bank or lending institution or any assignee of either of them should as mortgagee or as assignee foreclose any mortgage of premises conveyed by such conveyance or should become the owner of such premises it shall be free to convey the premises free from the said Pre-emption Rights and Options if its purchaser declines to accept a deed reciting that the conveyance is subject to them;

The said Pre-emption Rights, Options and Restrictions being the following:

PRE-EMPTION RIGHTS

As further consideration for a conveyance by Brown's Wood, Incorporated, of any lot of its land, each Grantee thereof shall covenant as follows for himself and his successors in title, heirs, executors, administrators and assigns:

(1) That, if during the period of the life of the Grantee (or if there be more than one, then the lives of all the Grantees of such lot or the life of the survivor of them) and twenty years thereafter the Grantee (or, the Grantees) or any of such successors in title, heirs, executors, administrators or assigns should desire or become willing to sell the said lot, whether or not it then be improved, Brown's Wood, Incorporated shall have the first right to buy the same unless the intended sale is to a spouse or child or children of the then owner;

(2) That, in order to make possible the exercise of such right, the said real estate, when such desire or willingness arises, will forthwith in writing be offered for sale to Brown's Wood, Incorporated for the same price at which and on the same terms and conditions upon which there is the desire or willingness to sell the said real estate to any bona fide prospective purchaser; the bona fides of the prospective purchaser shall have been made manifest by his depositing with the prospective seller the sum of one thousand dollars (\$1,000) or a sum of money equal to five per cent (5%) of the prospective price, whichever is the greater; in the event that (a) Brown's Wood, Incorporated elects not to buy the said real estate and (b) the prospective seller can give title to the prospective purchaser as agreed between them and (c) the prospective purchaser fails to buy the real estate within the four-months period hereinafter provided, the prospective seller will forthwith after such period pay over the said sum to Brown's Wood, Incorporated;

(3) That Brown's Wood, Incorporated shall have the right, by election, to buy the said real estate at the said price and upon the said terms and conditions provided that within twenty-one days after receipt of such written offer enter into a written agreement to do so within forty-five days after the date of such written agreement and deposits with the seller the sum of one thousand dollars (\$1,000) or a sum of money equal to five per cent (5%) of the prospective price, whichever is the greater;

(4a) That, if Brown's Wood, Incorporated does not enter into such agreement within twenty-one days after receipt of such offer, the prospective seller may at any time during the next succeeding period of three months and one week sell the said real estate to the said prospective purchaser at the said price and upon the said terms and conditions. The said "first right to buy" shall revive; (a) if during the said period of three months and one week the prospective seller proposes to change the said price, terms, conditions or the identity of the prospective purchaser; or (b) if the said real estate is not so sold by the expiration of the said period of three months and one week;

(4b) That if Brown's Wood, Incorporated having entered into such agreement defaults in the performance of the same, the prospective seller may (1) have recourse to any legal or equitable remedy, or (2) during the next four months following the said Corporation's default sell the said real estate to any purchaser at a price not less than that provided and upon the same terms and conditions as are contained in the said agreement (in which event the deposit made by the said Corporation shall be returned to it), or (3) retain the said deposit as liquidated damages for its breach of the said agreement. Such "first right to buy" shall revive, however, (a) if during the four-month period the prospective seller proposes to reduce the purchase price or make any of the other terms or conditions more favorable to a buyer, or (b) if the said real estate is not sold pursuant to clause (2) hereof by the expiration of the said period.

OPTIONS

In recognition of the corporate purposes of Brown's Wood, Incorporated, particularly the purpose to promote the civic, educational and economic betterment and welfare of its community, and in recognition of its ultimate aim as expressed in its by-laws to maintain a neighborhood of congenial home-owning families, and as further consideration for the conveyance, each Grantee of a lot conveyed to him by Brown's Wood, Incorporated, shall grant for himself and his successors in title, heirs, executors, administrators and assigns the following options to Brown's Wood, Incorporated, such options to continue during the period of the life of the Grantee or if there be more than one, then the lives of all the Grantees of such lot or the life of the survivor of them (and twenty years thereafter).

1. If within three years from the date of conveyance the construction of a dwelling house on the land therein conveyed shall not have been commenced, Brown's Wood, Incorporated shall have the exclusive right for four months after the expiration of the said period of three years, and for such longer period of time as may be necessary for determination of the value by arbitration as hereinafter provided, to purchase the land at its then fair market value;

2. If within five years from the date of the conveyance the construction of a dwelling house on the land therein conveyed shall not have been completed so as to have become habitable within the meaning of the appropriate provisions of the by-laws and regulations of the Town of Lincoln, Massachusetts, Brown's Wood, Incorporated shall have the exclusive right for four months after the expiration of the said period of five years and for such longer time as may be necessary for determination of the value by arbitration, as hereinafter provided, to purchase the land together with the improvements thereon at the then fair market value of the land and improvements; provided that if Brown's Wood, Incorporated does not exercise its option to purchase within the period provided therefor and the said dwelling house is not completed by subsequent anniversary dates from the date of conveyance, the said option shall revive on each such date for an additional four month period and for such longer period of time as may be necessary for determination of the value by arbitration;

3. If the Grantee or any successor in title should lease, rent or let in whole or in part the land therein conveyed or any improvements made thereon, in such a manner that the owner ceases to be a full time occupant thereof, for periods exceeding twenty-four months in the aggregate in any period of five years, or, in any event, for a period exceeding twelve consecutive months, and such leasing, renting or letting continues more than forty-five days after the receipt of the notice hereinafter referred to,

Brown's Wood, Incorporated shall have the exclusive right to purchase the said land, together with the improvements thereon, at the fair market value thereof, provided that (a) the said right is exercised within four months after mailing to the then owner registered mail written notice of the intent so to purchase, or (b) in the event that after such mailing a date for the termination of such leasing, renting or letting shall have been agreed upon in writing by the then owner and Brown's Wood, Incorporated and the tenant holds over beyond such date of termination, such right is exercised within four months after such date of termination; in either instance the four months period is to be extended for such longer period of time as may be necessary for determination of the value by arbitration as hereinafter provided. If Brown's Wood, Incorporated does not exercise its option to purchase within the period provided therefor, or in the event such leasing, renting or letting had not terminated within forty-five days after receipt of the notice hereinbefore referred to, the said option shall revive and be exercisable in the manner hereinbefore provided whenever another aggregate period of twelve months of such leasing, renting or letting occurs. Notwithstanding the foregoing, if the Grantee or any successor in title in writing requests the permission of Brown's Wood, Incorporated to lease, rent or let the same for a specified period of time (the beginning and ending dates thereof to be specified) not in excess of twenty-four consecutive months he may so lease, rent or let unless within thirty days after receipt of such request Brown's Wood, Incorporated in writing refuses to grant the request, but any subsequent such request made within five years after the first such request shall not be deemed to be granted by such failure of refusal but shall be granted only by majority vote of the qualified members of Brown's Wood, Incorporated, or by the affirmative action of its successors or assigns;

4. If upon the death of the Grantee (or if there be more than one, upon the death of any of the Grantees), the interest of the deceased Grantee in the land herein conveyed or any improvements made thereon does not pass to a spouse or child of such Grantee (or trust for the benefit of either of them) by survivorship, by intestacy or by a will of such Grantee duly admitted to probate, or in the event that such interest does not pass to any other natural person or persons named as devisee or devisees in such a will, Brown's Wood, Incorporated shall have the exclusive right for a period of four months after the appointment of the personal representative of the deceased Grantee and for such longer period of time as may be necessary for determination of value by arbitration, as hereinafter provided, to purchase the said interest in the land together with the improvements thereon at the then fair market value of such interest. In order to effectuate the provisions of this paragraph, each Grantee whose interest in whole or in part in the said land or improvements would in the absence of a will duly executed by the Grantee pass upon his death to a person other than his spouse or children shall covenant to execute a valid will under

the terms of which the said interest is devised to his spouse or children or any other natural person or persons designated by him (or trust for the benefit of either or any of them), provided that in the case of a Grantee without spouse or children, his will shall devise the said interest to a natural person or persons or shall direct his executor to offer to sell the said interest to Brown's Wood, Incorporated at its then fair market value determined as aforesaid; the provisions of this paragraph shall be binding upon any successor in title to a deceased Grantee for a period of twenty years after the death of the survivor of the original Grantees, if there be more than one;

The fair market value to be paid upon the purchase under the exercise of any of the foregoing options shall, unless agreed upon by the parties, be determined pursuant to Sections 14 through 22 of Chapter 251 of the General Laws of Massachusetts (Tercentenary Edition), as amended, by three arbitrators, one to be chosen by the owner or owners of the land, another to be chosen by Brown's Wood, Incorporated, each choice to be made within thirty days after receipt of the notice to exercise the option and the third to be chosen within ten days by those two. In the event that either party neglects or refuses to name an arbitrator within the designated period or in the event that the two selected arbitrators fail to agree on a third arbitrator within the designated period, the American Arbitration Association, or in the even of its failure to act, the Boston Real Estate Board, shall designate the additional arbitrator or arbitrators. The expenses of arbitration shall be borne equally by the parties, and the decision of a majority of the arbitrators shall be binding.

Certification

Brown's Wood, Incorporated will covenant that if it determines not to purchase real estate pursuant to the said Pre-emption Rights or pursuant to any of the foregoing Options, it will on request certify in a form acceptable for public recording the fact of such determination, or, in the said case of request for permission to lease, rent or let, the fact of failure to refuse such permission, all subject, however, to the limitations appearing in the paragraphs designated "(4a)" and "(4b)" in the above Pre-emption Rights, and, further, will certify the fact, if it be a fact, that the procedure for offering thereal estate for sale to it has been complied with; any such certification made by two officers of Brown's Wood, Incorporated, neither of whom is the proposed seller or buyer or the spouse of either, shall bind it.

RESTRICTIONS

Each grant of a lot by Brown's Wood, Incorporated, shall be subject to the following provisions, which are imposed for the benefit of all the lots shown on the said plan and may be incorporated into the grant by reference hereto, each such provision

to continue during the period of the life of the Grantee of such lot (or if there be more than one Grantee, then the lives of all the Grantees of such lot or the life of the survivor of them) and twenty years thereafter:

(A). No building shall be erected or altered on the said real estate until the plans and specifications therefor shall have received at a duly held meeting of the members the approval of at least ten per cent of the total membership of Brown's Wood, Incorporated; certification of the fact of such approval shall be given by Brown's Wood, Incorporated, in a form acceptable for public recording and if signed by any two of its officers, neither of whom is the owner or his spouse, shall conclusively bind it.

(B) No mortgage of the said real estate shall be given or placed unless the intended mortgage first agrees in writing with Brown's Wood, Incorporated, that thirty (30) days before foreclosing the mortgage or before taking a conveyance of the said real estate in lieu of foreclosing, it will give to Brown's Wood, Incorporated, the opportunity to purchase the mortgage for the amount due thereon;

(C) The Grantee and his successors in title, unless refused membership in Brown's Wood, Incorporated, shall pay any and all assessments levied by it pursuant to its by-laws provided, however, that in the event that any bank or lending institution or any assignee of either of them should as mortgagee or as assignee foreclose any mortgage of the said real estate or should become the owner of the said real estate it shall be free to convey the said real estate free from this Restriction if its purchaser declines to accept a deed reciting that the conveyance is subject to it;

(D) In the event of default in the performance of any obligation in any mortgage of the said real estate, Brown's Wood, Incorporated may by agreement with any guardian, conservator, executor, administrator or other personal representative of the mortgagor cure such default and take a mortgage of the said real estate to secure repayment of the cost and expenses of curing the default.

RIGHT OF WAIVER

Brown's Wood, Incorporated by the unanimous votes of its Board of Directors and members may waive any of the within pre-emption rights, options or restrictions with respect to any lot or lots shown on the said plan, provided that the provisions contained in Restrictions (A) and (C) shall not be waived as to any lot or lots without the consent of the bank or lending institution, or assignee of either, holding a mortgage on the said lot or lots.

IN WITNESS WHEREOF on this _____ day of _____, 1955, the said Brown's Wood, Incorporated, has caused its corporate seal to be hereto affixed and this Notice to be executed, acknowledged

and put on public record in its name and behalf by _____
its _____ and _____
its _____ therefor duly authorized.

BROWN'S WOOD, INCORPORATED

Attest:

By _____
Title: _____

Clerk of Brown's Wood, Incorporated

and _____
Title: _____

(Corporate Seal)

THE COMMONWEALTH OF MASSACHUSETTS

_____ SS. _____, 1955

Then personally appeared before me _____
and _____ and acknowledged the foregoing
instrument to be the free act and deed of Brown's Wood, Incorporated.

Notary Public

My commission expires:

THE CONSENSUS

VOL. VII, No. 5

November 16, 1955

NEXT MEETING: Notice has been given by telephone of the next meeting, to be held Thursday, November 17, in Grover Hall, Auburndale, at 8:00 PM. House plans and specs will be presented by members for approval, and membership applications will be considered (there has not been time at the other meetings for this important business, and the patience of the applicants should be much appreciated).

NOVEMBER 10 MEETING:

Report by Gunny Grover,
Clerk, Brown's Wood

Present: H. Eckhardt, D. Freeman, Grases, Grovers, J. Harris, R. Morgan, N. Novak, N. Polumbaum, D. Shansky and A. Swanson; a total of ten families were represented.

Notice: This meeting was primarily concerned with changes in the last draft of the pre-emption rights, options and restrictions. The revisions were distributed and each point read aloud, followed by discussion. (The revisions, the product of the November 3 meeting, are sent herewith to those who did not attend the meeting). By way of prefatory remarks, Ranny reported that the lawyers are confident that everything in the Pre-emption Rights is unquestionably legal and enforceable. In the Option Agreement, they had some doubts about the "willing" clause. (This was changed by agreement of the group present. See below). Bert Loewenberg will prepare a letter to the Corp. on these points.

Since everyone will have his copy of "changes in 11-3-55 Notice", only further changes need be reported here. The first alteration of the corrected copy came in item 17 (page 7, line 9 of the original): It was felt this clause should read "and such tenancy still exists 45 days after the time of receipt of the notice....." It is our intent here to prevent property from being used as a rental investment; we do not intend to force the owner to stay in the place against his better interests.

Item 20 (p. 8, l. 2 in the original): change to "or in the event the owner had not terminated such renting within 45 days after the time of receipt". (Same reason as above).

Item 24 (p. 9, l. 14 in original): "provided that in the case of a grantee without spouse or children or specified persons, his will shall direct his executor to offer to sell the said interest" Discussion within the group led to this compromise to allow property to be willed to the person of our own choice. If a person does not specify his heir, it will be offered by probate to BW. The original wording was improper since the executor cannot sell to BWI unless BWI elects to buy. Before correction, this point of limited bequeathal rights was weak in its lack of precedent in the courts. Accordingly, the phrase "spouse or child of the Grantee or person specified

by the Grantee" will appear wherever needed in the paragraph, subject to lawyer approval.

Item 31 (p. 13, l. 4 in original): "provided that the provisions contained in Restrictions A and C shall not be" (Reason for this change is obvious).

It was then **AGREED**: to ratify this document subject to the current changes of this meeting.

Clerk: **AGREED**: That Gunny Grover be the duly authorized Clerk of Brown's Wood, Incorporated, for the remainder of the current business year.

Ledge: Ranny reported that the ledge has been measured to be about 92 yards, plus another boulder, making a total of about 100 yds.

C. of I.'s: Certificates of Indebtedness must be returned when deeds are issued. New certificates are needed, but of indefinite amount because of additional costs. A simple receipt form will be prepared, stating the amount of each C. of I., and this may suffice until lot prices are absolute and refunds can be given.

Road Ballot: November 24 is terminus date for receipt of road name ballots.

Insurance: The McNeil Insurance Co. wants to do business with members needing building insurance.

Survey: There is still some topo work to be done. Owners of Lots 12, 13 and 14 cannot get far with house plans until their topos are finished. 15 and 16 are complete.

Common Land: Development of this plan should continue even if no actual work goes on. Approval was given to dump fill on the common land, and Stuart Grover suggested a means of using it to best advantage on Lot 6. The Contractor will be so notified.

Road Bounds: Early builders should obtain a bond to cover the cost of 38 bounds, estimated at about \$15 each. Les Willard says building permits can be issued if we are bonded to cover these bounds.

Next Meeting: To approve house plans as specified in Restriction A, by 10% of the members "at a duly held meeting". It was suggested that an approval form be drawn up immediately to facilitate certification and mortgages. Stuart Grover volunteered to look into architectural restriction forms. Bring your house plans, site plans, and at least outline specifications.

* *

LAST DEVELOPMENTS ON NOTICE: No other members of the Legal Committee being available, Ranny went alone to the lawyer's office on Tuesday and reported the results of the November 10 meeting. The proposed changes, where proper, were incorporated, and we send herewith the complete final draft, correct except for typing errors of which there are several, all minor, I hope.

The proposed change in the "willing" clause removed all doubt as to the enforceability of that section of the Notice. The wording suggested at the meeting was somewhat modified. "Natural person or persons" emphasizes that it cannot be a person as a representative of an organization, but only a person as a person.

Item 19, (substitution for paragraph 3, page 7 of the original) which had caused much discussion in the November 10 meeting because of its murkiness, was sustained by Bert as being unmistakably clear.

As readers will notice, the Boston Five Cents Savings Bank no longer receives free advertising through inclusion in our Notice.

In conclusion, Mr. Loewenberg seemed quite satisfied by the document, and commented that he had been most impressed at the November 3 meeting by the members' perspicacity, and the way they "knew what they wanted, and went after it".

* * *

Happy Healys: Last Thursday, November 10, Helen didn't feel like coming to the meeting, so she went to the hospital instead (Ed took her during his lunch hour). In practically no time there was Beth, a husky 7 lbs. plus, even if she was a little early in arriving. So far, both parents seem to behave as if they'd been through the experience at least a dozen times before. Guess the rest of us will have to do the celebrating!

* * *

A New Family: has become interested in Brown's Wood: George and Caroline Frieberthauser, their eight year old son and a daughter aged six, named Bryn. And a cat, too (named Midnight).

Ranulf W. Gras
471 Conant Rd.
Weston, Mass.



Mr. + Mrs. R. L. Water
Box 724
Olean Rd.
So. Water
New York.

THE CONSENSUS

VOL. VII, No. 6

November 22, 1955

MEETING OF NOVEMBER 17:

Report by Gunny Grover
Clerk, Brown's Wood

Present: H. Eckhardt, D. Freeman, R. Daly, Grases, Grovers, Kramers, Morgans, T. Polunbaum, and Shanskys; all told nine families were represented. Also Wayne McRae and George and Caroline Frieberthausen were present as interested families.

Bills: A bill from Flannery for \$900 was reported. This covered all blasting to date, and if any more is required it will be very little. Flannery wants payment for water before the water taps are in, since the water taps cannot properly be put in until the drainage is finished. It was proposed that payment for water (less taps) should be made if it would facilitate action. Early builders will need water for concrete mixing and fire protection.

Telephone: A member talked with Mr. Consilvio of Bell Tell and he advised contacting the local business office of the Tel. Co. to start needling them for pole installations. Early builders (and others particularly concerned) should identify their driveway positions to avoid mistakes by the Telephone Co.

House Plans, with informal explanations, were presented by the Eckhardt, Freeman, Grover and Morgan families. The Kramer family had incomplete plans which were not up for approval. The above plans were approved by the membership present. Methods of registering the plans and wording the certificates were discussed. It was suggested that we need an extra copy of everyone's plans in a special file with the date of approval. This agreement needs to be worded so that interior changes can be made without bother. (The corporation generally is interested only in the outside of the structure). The approval granted November 17 will be filed on a form suitable for public record, according to lawyers, containing the authorizing signatures of corporation officers. Certification of these approvals will be made for attachment to deeds.

Building Experience: In the course of house plan discussion it was suggested that early builders should expose their progress and record their proceedings for the benefit of later builders. Their mistakes (if any - ED.) should be of especial use for later construction. A newsletter report was suggested but nobody jumped into the job. (Y.T. would be happy to publish anything anybody will tell in person or in writing. Y.T.)

Meeting Time: The question of time of meeting was brought up again. Some confusion on who's taking care of settling the question. G. Daly was named by some, the Road Name Committee by others. (It has since been suggested that the next meeting simply be set by the Exec. Committee for any day other than Thursday, and see if anyone objects).

Road Bound Bond: Early builders were again reminded to look into bonding of road bounds. Some members thought the issue could safely slide, to be picked up at the last moment if any official called attention to it. No decision was reached.

Applications: The meeting was then opened to a discussion of three applications for membership, from the McRaes, Jacques Hill and the Krokyns.

First there was some discussion on reasons for approval or disapproval, and one member referred back to The Consensus for previous ideas on the same problem, discovering that the same differing opinions existed then as now. - It was suggested that we do not now have the same "yardstick" for judgment (of a family) on the positive side without a "sponsor", since there has not been the same opportunity that early applicants had to become known by actually taking part in group activities. - A suggestion came forth that the members should estimate a family's compatibility and ability to contribute to the group. We should bear in mind the part each family plays in consensus proceedings. Their qualities are of foremost importance. - One member said he felt self-screening was not as much to be trusted now as before. The position of the group is quite different now that we are on a paying basis contrasted with the beginning when there was some risk, and no specific lots or prices. From the opposite side came confidence that if a person has been well exposed to the group and its aims, enough to understand them, and still wants to join, he must be sincere and compatible. - Another view was that there should be some positive feeling towards an applicant on the part of at least one member, that an absence of objection was not sufficient. The brief discussion on specific applications did not reach any decisions or conclusions, though there was some indication that it would help if members could get to know the applicants better. Of particular concern was the fact that only half the member families were even represented.

The decision was therefor put off until the next meeting, which will doubtless be devoted entirely to consideration of applications, and which we hope can be attended by a larger percentage of the group. Members will be notified (well in advance) of the date of said meeting.

ROAD NAME BALLOTS ARE DUE NOVEMBER 24.

A TESTIMONIAL

Over our busy plans falls a deep sorrow as we learn the loss of one who once, with us, formed and shared these same plans. November 17, after a long illness of which none of us knew the seriousness, death came to Bob Burgher.

Those who knew Bob and Libby, and were thus their friends, will not wish to read eulogies, preferring to remember Bob in their own way. But it seems fitting that some words be added to the record, recognizing his vital contribution to the growth and life of Brown's Wood.

In early meetings, it was Bob who could make our ideals look practical. He was the most eloquent defender of our aspiring by-laws and the spirit of consensus. While gifted with a most unlayman-like grasp of legal matters, he could understand where the rest of us met difficulty; he could explain anything.

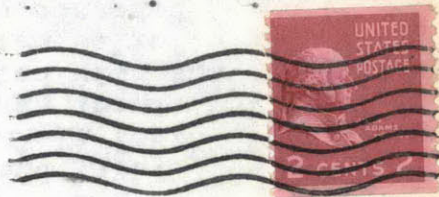
With Bob, if something was worth doing, it was worth doing at once - and thoroughly. We recall a meeting of the legal committee: Bob walked in, looking sleepy, and saying "I did a little thinking about these By-laws last night, and jotted down a few notes". He then handed us a ten-page manuscript; that first draft was surprisingly near to the final By-Laws. No one could match the zeal with which he and Libby surveyed, contacted Lincoln officials, neighbors and land-owners, wrote letters. Perhaps their greatest effort went into the subdivision planning, where they pioneered much of the thinking that went into the final solution. They worked for integration, spacious lots, access to common land, a balance of aesthetics and economy.

When they felt something was right, Bob and Libby threw themselves into it completely; and they felt that what was right could not be compromised. It was ironic that this unwillingness to compromise conflicted with the ideal of consensus, in which they held such firm belief. To personally concede what sometimes had to be conceded seemed like a denial of their own sense of rightness.

The strain of this conflict led Bob and Libby to resign their membership. The announcement was a shock to everyone, for their activities in the group had continued unabated to the very day of decision.

Since they left Brown's Wood, Bob and Libby have been remembered often, as members and as friends. Now, in our remembrance, sorrow must be mingled with the gratitude we feel for the contributions they left behind.

Ranulf W. Gras
471 Conant Rd,
W. ston, Mass.



Mr. & Mrs. R. L. Water
Box 724
Olean Rd.
So. Water,
New York

1955

November 31
Weston

Dear Ruth and Lang:

Ranny's gone to a BW meeting while I keep my lusty cold germs at home. Seems like a fine time to answer all your correspondence. We DO appreciate it all, too. As must other recipients, I re-read each missive several times, probing for more clues of disenchantment with the life out West. I worry about the "year - or so" it will take you to decide your fate. There seems a resemblance to the tomorrow with which I stave off Gerry's pleading for impossible delights. Perhaps we could get Bert to draw up a contract holding you to your promise. True, we already have a contract limiting your dilly-dallying to three years - or so - but if you wait that long, you are most likely to decide the wrong way.

Well, anyway, thanks for the letters. It is good to hear from you, as you are much missed, and good to know your interest in BW is holding up. I was touched by Ruth's thanks for the "testimonial", which I must confess troubled me much in the writing. My true personal feelings were far too emotional to put down.

The meeting to-night was supposed to deal only with the three membership applications, but the agenda at 7:40 included some twelve vital items, most concerned with the deeds and bonds and payments necessary to get the early builders (and particularly the Freemans) started next week on c-o-n-s-t-r-u-c-t-i-o-n. So maybe the poor applicants will have to cool their heels another week. - Ruth Kramer tells me you cannot take part in consideration of applicants because you know nothing of them. Fair enough, and of course you realise that you cannot be told much because whatever anyone writes about any applicant will be biased. Especially what I write. I can explain the Hill dilemma, if nobody else has, since that is not a personal thing. Jacques Hill is a real good guy with a lot of hard luck. When his only child proved to be a victim of cerebral palsy, though not seriously handicapped by it, Jacques' wife went into a mental decline and has since been diagnosed as a hopeless schizophrenic, hopeless because she won't co-operate. She has spent considerable time in institutions. The most acute part of her illness seems to be a hatred for Jacques, and she has requested a divorce for about two years. Jacques had hopes of things working out, but now he has given up and decided to let her have it. Meanwhile, he has done everything he could to give his four-year old son a happy life, and now he wants to live in a community where the child will find understanding friends and playmates. Jacques plans to remarry (nobody in mind) but does not want to wait until then to build his home. - Questions still unanswered are, exactly what is the status, if any, of divorce proceedings, and also, is or is not Brown's Wood a community intended for

complete families with the maximum possible degree of stability; there are of course other aspects but they are minor. It is a delicate situation and one which nobody really wants to make a decision on. I haven't been able to decide on this matter myself; Jacques and his son would, I feel, contribute much of human values to the community; on the other hand, there could be legal complications which would by the very difficulty wipe out the benefits both to the group and to the family. If the wife were to temporarily regain her sanity, (she is not now in an institution) the complications might be more than legal. An added note of awkwardness is that Jacques is a good and long-term friend of Homer Eckhardt, so the discussion cannot be quite as frank as it might be otherwise.

Well, to approach a more cheery subject, the road is progressing - not fast enough for some, but at least it's not retreating, as did Tabor Hill Gorge. Actually, at this point the BW layout looks like a demonstration model of how roads are built. There is one section in every conceivable stage of development beyond that of grubbing, and before that of gravelling. Most of the pipe has been trenched, layed, hand-covered and back-filled, but some has not been layed, some lies shivering under a scanty blanket of clay and pebbles, and one stretch has actually been connected with the Town Main. The drainage trench has been dug from Conant Rd. to the intersection (no gravel yet). At our end of the pike there are heaps of sharp-chipped rock testifying to the \$900 worth of dynamite. The Flannery's are behind the time, and they admit it, but quite a lot was beyond their control. I.E., they can't even get the hydrants for six days yet. To ease the pressure on their necks, and the worries in members' minds, Bud offered to keep the road passable for early builders, by backfilling or bridging any trenches still extant when house construction begins. I suspect they are planning to take advantage of the offer. (Of course, the number of "early builders" dwindles by the week. I lost track last fortnight).

The road-building crew are quite a bunch. I don't see much of them but Ranny tells me a lot. John J. hardly ever comes around I suppose he's looking up other jobs. Bud is almost always there. He's a skillful jack-of-all-trades, but no whiz at getting the men to work hard, long and happily. His brother Jack is a young kid who turned down a chance at college and spends half his time complaining about the weather or the delays or something. They both did most of the back-hoe work. Then there's Al, who seems a real treasure, he's competent and friendly and can get the others to work like anything. (He's the one who pushed over the first stumps with the dozer). Frank is an old guy who means well, and Swanee is the kid (looks sixteen) who says nothing and acts dumb but can do anything with machinery. Of course there's Clem, who perhaps means best of all, but has caused many a head-shake. Bud calls him Clem Kadiddlehoffer or however you pronounce it. (Not to his face).

A somewhat typical afternoon occurred on a recent Saturday. They were going to tap the town main. Of course the digging for the main couldn't be done with a hoe or shovel, for fear of

smashing the main. So they started hand-digging, a good twelve feet from the road edge. They got deep enough, and moved towards the road centre (Weston Rd., of course) and moved and dug, and moved and dug. It occurred to Ranny there might be no main after all, and he was assured that some people do install dummy hydrants to get lower insurance rates! A dousing-rod was produced but gave the wialder no sure signs, so the digging continued. Gilbert of course was around shouting encouragement. Eventually the diggers hit pay dirt in the centre of Weston Rd., and fortunately had met with the centre of a pipe section rather than a joint. They then produced their miscellaneous gear for tapping, including the gate or valve or whatever. Mr. Gilbert said no, that wouldn't do. The handle turned the wrong way. All Lincoln handles turn the other way. The water dept. men would try to turn the valve in the manner to which they were accustomed, would fail, and would break the _____ thing off trying. It was suggested the handle be labelled. Gilbert implied that for what Lincoln pays its employees you can't expect 'em to read, too. Another gate was procured, Heaven knows where. Apparently the tapping went unhitched (or, without a hitch), but it was getting late and dark and there was the chasm yawning halfway across Weston Rd. Hand-covering the pipe would take a while, but hand-filling the trench would take till midnight. The back-hoe was out of commission. The only thing to do was bring down the bucket-dozer, using it to fill the trench and stationing men in the trench to bat the biggest rocks sideways, so they wouldn't fall on the precious pipe. Of course they were short-handed. So Ranny helped out, and his relief was as great as anyone's when Al showed up to help. Al had gotten back to "headquarters" and found the crew still out, so he decided something must be wrong and came all the way over. Rousing cheers. The job was finished in darkness.

Somewhere in the afternoon one of the men who had been swarming over the F.R.F. house with saws and hammers meandered over to the road crew. He was as sloppy and ragged as any of the workmen. Ranny asked him what Hunsaker was doing to the house. Turned out ragged workman was Hunsaker. Very friendly. Took some BW stones for a fireplace. It will be pleasant to have a nice neighbor over there.

Maybe you haven't heard the Mulledy's are leaving. Ted Polumbaum has a client who employed Mrs. Mulledy, and she had many a chat with Ted about the neighbors. Apparently they aren't leaving because of Brown's Wood, and apparently they aren't taking Whitney and Bronson with them. The Whitneys, says Mrs. Mulledy, are hanging onto a big secret for dear life. They have a very wet basement, and when somebody builds a house on Lot 15 and starts living in it, the Whitneys plan to call the Bd. of Health and say "See what those nasty people up there are doing to our basement!" Time will tell the veracity of this little whopper. Anyway, the awesome thought of the Whitney's "problem" helped convince the Polumbaums they would be happier on Lot 16. 15 is now being eyed covetously by the Krokyns, who after all helped the Morgans consider it over a year ago, when it was not a lot but a site. However, the Krokyns are the last on the list, and have really resigned themselves to taking the leavings. For an architect to say that the other things in the community are more important than his having a good site for his own house, that is really something.

I do rant on. Fortunately, I don't write very often.

The children are thriving generally and sick specifically, meaning this week they all have colds. Strange how they all react differently. Robn has a martyred type of patience, Adrian sleeps all the time, and Gerry is an obnoxious little tyrant. Seaton Andrew Ranulf Gras (!) doesn't mind anything.

Yes, that's his name. He never even would have gotten that if Ranny hadn't looked at the back of the birth certificate and found that a \$25 fine is levied for overdue certificate filing. For \$25, I conceded. Speaking of which, naming children - and dogs - isn't so hard, it's naming ROADS that's just too much for human endeavour. (Yes, we had considered Sandor, but it seemed a little too punnable, not that Seaton's much better). I would like to call the babe Tony, but Mother would have a vision of vegetable carts every time she heard it. She took the photography so well, I think it unfair to subject her to any more shocks.

I heard you might be back in the Spring for a visit. What a charming idea. Please give us enough notice so we can have BW looking its prettiest, and Lot 5 its lonesomest. I imagine Lot 5 would look pretty good now, with its rustling coat of oak leaves - quite a contrast to the Five Feet of Snow I read they had South of Buffalo. Really, now, you could have left us for a more temperate area.

Ranny and I seem to have settled on a house plan. I have to admit, in lowered tones and with downcast peepers, that it's a "split". Somehow the word seems almost as profane as the other one, "re_h", but that's what it took to satisfy our needs and desires at a price we could afford. (Sounds familiar). It's really magical the way every room turns out to be right next to every other room, when you consider the plan from the point of view of convenience, and yet ever so private when considered from the viewpoint of let's get away from it all. I wonder if it will turn out to be neitherwise? Oh well, privacy can always be produced with velvet hangings and such.

Sneaked a peek at the Kramer plans, and could see why you liked his work. The most beautiful architect's plans I ever saw. I'm looking forward to seeing the bids. I hope they do better than the poor dear Freemans, for whom Brooks designed a two-story, 38' x 42' house when their budget said \$12,000 was what they could spend on it. The bids were double that. (This is no secret, I think). They pared ten feet off one end, changed a middle-level entry to a main level one, specified less finishing, and have now got the price within reason and still have a big house. Now their rent has been increased 50% and they are more desperate than ever. Really, the pressure exerted by the families in a hurry has been exhausting. We are all getting a bit snappy under the strain, much as we did about by-laws, subdivisions, and names. But the difficulties are drawing to a close, it says on page 956, and soon we will only have to worry about what to do with common land and (excess) funds. I sometimes console myself by thinking

how wonderful it is that we still have eighteen families, considering the many bumps and bruises they've suffered along the way. For some reason I am reminded of the Masons, from the English Brudershof community, who say that many Americans have joined their community over there, after visiting it, because they had to. They couldn't afford to come home! So perhaps some of our members may harbor secret wishes that they didn't have so much tied up in all this. If so, they keep the secret well. Most of them have even become so resigned to not building "this year" that they are convinced they will be better off for waiting. Very likely they will. It is hard to imagine true success springing from such haste, such little-considered decisions. The Meyers, for instance, plan to devote the winter to getting a good plan, rather than accepting the second or even third best they were willing to accept this summer. The Kramers evidently hope that over a three-month period they can gradually inch Harvey's fireplace into its rightful position as the dominant feature in their living room. The Polumbaums, whose own (Nyna's) design is being made into working drawings by a team of young architects, feel they can make more satisfactory building arrangements by waiting, though they have not ceased activity in that direction.

It seems as though Faxon's group-build did not fulfill the hopes of either Faxon or the builders. We are very disappointed, since the idea seems sound and we fear nobody else will dare to try it if the first fail. Maybe there is some way to discover where the basic difficulty lies, but we have not found it yet. Ranny thinks the subs may be hedging on Faxon's inexperience, or rather against it, but Nyna disbelieves this. It may be the general contractors who bid lower are able to take a loss or can really work more efficiently. It appears certain that one big help would have been gained if the architects had worked more closely with the supervisor and the subcontractors in the planning stages.

Example; somebody in the design field told a member that concrete floors, integrally colored, ~~ground/smooth~~/floated smooth and waxed, were the cheapest possible. Somebody in the contracting business told the same member that this process requires two masonry operations, and is far more expensive than laying tile over concrete. Since Wright and students seem to invariably choose concrete floors, I wondered if Spigel discussed this at all with you, or didn't you get that far?

This has gone on long enough. It is hard for me to know in what you would be most interested, so I may surround the choice bits with too many dull paragraphs. In your next letter, or card, you are invited to ask specific questions.

In answer to those I recall of Lang's last long letter (!), it is being re-suggested that the corporation bond the road, and I expect it will be approved, though it may boil down to an expensive bond to benefit two families at most. Also, seems as though somewhere I heard a mild objection from Lang about the legal bill. Is that right?. We have gotten our money's worth as far as the results. It is true that there were some inefficiencies, but much of those were unavoidable due to Bert's hospital trip. - As for the remarks on the Option, Pre-emption, etc., I hope you are satisfied, and certainly you raised some valid points.

We miss you both in our discussions, for although your viewpoint may be represented ably at each meeting, nobody has quite such talent for stating both sides of the question and pointing out the real issues. To say Ranny misses Lang's assistance in all things corporate is the understatement of the decade. As yet, no other personality has emerged who shares Ranny's interest in each activity for its own sake, not merely as a means to the one great end.

However, do not think for one half a moment that Brown's Wood is going to the dogs. Quite the contrary, it is heading in a definitely hamsterly direction.

Ranny's home, but I'll make you wait for news of the meeting until the next Consensus.

Love and luck,

Ann + Ranny

P.S. Mae has lost 33 lbs in the space of a couple months or so - It was the strain of having an aunt living with them, apparently. Of course she doesn't feel too well and had to give up her plans for a nursery school. Now they have found another place for the aunt to live, and Mae is getting some rest. Maybe you knew all this?

Jim Meyer has FINISHED his THESIS!!!

NOTICE OF MEETING

The next general meeting of Brown's Wood will be held on WEDNESDAY, December 7, in Grover Hall, 38 Vista Ave., Auburndale.

Though this meeting was originally set for Tuesday, it was found that Tuesday was the only date available for another "Get-acquainted" meeting (at the Morgans'); since the general meeting will be concerned mostly with membership applications, the change seemed well justified.

Any house plans not yet approved, and requiring early action, should be brought to Wednesday's meeting.

471 Conant Rd.,
Weston, Mass.



Mr. + Mrs. Ed Healy
6 Ashton Place
Cambridge
Mass.

THE CONSENSUS

VOL. VII; No. 7

December 5, 1955

NEXT MEETING: As already announced, the next meeting will be held at 8:00 PM on Wednesday, December 7, in Grover Hall, 38 Vista Ave., Auburndale, Mass. Business will include membership, financial report, approval of any unrepresented house plans.

MEETING OF NOVEMBER 30:

by Gunny Grover,
Clerk, Brown's Wood

Present: Dalys, Homer Eckhardt, Dave Freeman, Ranny Gras, Grovers, Harrises, Manny Kramer, Paul Loewenstein, Nyna Polumbaum, Dave Ritson, Shanskys, Swansons. (Twelve families represented).

Authorization: The following authorization, suggested by the lawyers, was read and **APPROVED:**

NOTICE OF VOTE
of
BROWN'S WOOD, INCORPORATED

I, Gunilda G. Grover, the duly elected and qualified Clerk of Brown's Wood Incorporated, a corporation duly organized under the Law of the Commonwealth of Massachusetts, particularly under Chapter 180 of the General Laws, hereby certify and give notice for and on behalf of said Brown's Wood, Incorporated that the following is a true copy of unanimous votes of the Board of Directors of the said Brown's Wood Incorporated at a meeting duly held, and that the said votes are still in full force and effect:

"VOTED: That each of the President and the Vice President of Brown's Wood, Incorporated, be and hereby is authorized when acting jointly with either the Treasurer or the Assistant Treasurer of Brown's Wood, Incorporated, and each of the said Treasurer and the said Assistant Treasurer be and hereby is authorized when acting jointly with either the said President or the said Vice President to execute, acknowledge and deliver for and on behalf of Brown's Wood, Incorporated, from time to time and without specific authority, deeds conveying to any member or members of Brown's Wood, Incorporated any parcel or parcels of its land, whether shown on the plan by Ranulf W. Gras entitled "Subdivision of Land in Lincoln, Mass., owned by Brown's Wood, Incorporated" dated Feb. 8, 1955, and recorded with Middlesex Southern Registry of Deeds at the end of Book 8475, or whether shown on any subsequently duly recorded plan of a different subdivision of the said land or of an adjustment of any boundary or boundaries in any subdivision thereof; and further VOTED that until notice

of modification or rescission of the foregoing Vote is recorded with the Middlesex Southern Registry of Deeds, a deed certified by the Clerk or Assistant Clerk of Brown's Wood, Incorporated as having been given pursuant to the authority of the foregoing Vote, shall be deemed to have been so given.

Date Signed,
 Clerk of Brown's Wood,
 Incorporated

Lot Prices: There was a question of how much in way of stamps would be put on the deeds when filed. The rate is 55¢ per \$500 of value, to cover state and federal costs. For this purpose lot prices were needed immediately for early deeds. It was proposed and **AGREED:** That the following prices, including development cost, be used for tax stamp purposes for early deeds:

Lot	Family	Area	Area Price	Des. Diff.	Share, Dev. Cost	Total
22	Freeman	77,299	\$1,510	+\$12	\$2,495	\$4,017
4	Grover	60,054	1,173	+125	"	3,793
11	Loewenstein	83,640	1,634	+ 47	"	4,176
17	Eckhardt	65,605	1,281	- 29	"	3,747
18	Ritson	53,814	1,051	- 43	"	3,503
23	Harris	77,040	1,504	- 70	"	3,929
16	Rolumbaum	41,368	808	- 100	"	3,203
10	Morgan	57,738	1,128	+ 42	"	3,665

(It will be remembered that the Freeman and Harris lots have undergone major changes, resulting in new areas and prices. The other lot prices listed are the same as last tabulated, August 8, 1955)

These prices may vary slightly in the future, but not more than \$500.

Road Bounds: Snelling has given a bid for doing the necessary survey and installing our lot bounds: \$15.00 each if we dig holes ourselves. (He has since quoted \$100 more if he digs the holes). Total is \$750 (or \$850).

Road Bill: A bill was presented from John J. Flannery:

Pipe delivered already,	\$6,375.00
Labor for pipe installation,	<u>7,650.00</u>
Total,	14,025.00

The contract calls for complete installation of water system, including taps, before payment is made for that. But it is risky to install all taps before the drainage trench is complete, and Flannery would rather not wait for payment until after the trench is complete. The above labor bill does not include taps.

There was no problem with the first item, since we had already promised to pay for pipe when delivered. Discussion showed that members were not overjoyed by Flannery's progress so far, and would prefer to withhold the \$7650 until the water installation is really finished and OK'd by the Town. The members of the Executive Committee who were present gave silent approval for paying Flannery the \$7650 when the water system is approved, rather than wait till taps are in.

Lawyers' Bill: \$652.31 from October 1 to November 25. Our tab is \$2,916 from the beginning to date. Some feel this is too high. (One corporation with quite ordinary by-laws and deed restrictions payed \$2500 for legal services. ED) It would help us keep track of expenses if we required bills more frequently, say monthly. Someone will approach Loewenberg and discuss the subject tactfully.

House Plans: of the Ritson, Loewenstein and Polumbaum families, and a revised Freeman plan, were circulated and duly approved.

Road Bond: Mr. Willard estimates \$22,500 would be needed to finish the road. The Planning Board wants to require a \$27,000 bond to be safe. To obtain an insurance bond would cost \$270, a sum which three families are willing to share the burden of. There was some discussion of the corporation placing the money in escrow instead of getting an insurance bond, but it would be unwise to tie up the corporation's funds. There was then discussion of whether the corporation or three families should pay for the bond. Some felt that an upper limit for the corporation's share could be set, and the individuals asked to pay any amount over this. No consensus was reached on the corporation's footing the bill, so it was decided that the individuals would get and pay for the bond now, and bring up the matter of re-payment by the corporation later.

Membership Applications: There was some discussion about two applications. It was **AGREED:** That the McRae family's application be approved. For self-evident reasons, this newsletter will only be sent to members for now, but will be distributed to non-members after the ratification period ends. - Decision on the Hill application was deferred until the next meeting. as was the Krokyns'.

S

New Phones:

Gras, Twinbrook 3-6007
Meyer, Twinbrook 3-2543

Road Name: The committee received 16 ballots (less than half the members are voting). Results were:

Mocassin Hill	+	15	Arrowhead	-	6
Laurel	+	1	Indian Hill	-	8
Red Oak		0	Fox Hill	-	10
Mocassin	-	1	Indian Rock	-	11
Brown's Wood	-	2	Rockridge	-	24
Compass	-	3			

Another ballot is sent herewith.

THE CONSENSUS

VOL. VII, No. 8

December 12, 1955

NEXT MEETING:

The next general meeting of Brown's Wood will be held on Wednesday, December 21, at 8:00 PM in Grover Hall, 38 Vista Ave., Auburndale. There are still membership applications to be considered.

DECEMBER 7 MEETING:

Present: Genny Daly, Homer Eckhardt, Ranny Gras, Gunny and Stuart Grover, John Harris, Manny Kramer, Jim Meyer, Nettie Shansky, Joan and Art Swanson. (Nine families represented).

Ground Cover: The tree warden of Lincoln has suggested that honey-suckle be used for the required ground cover on the road shoulders (required by the Town, that is). It spreads rapidly, requires little maintenance, will grow anywhere, has nice flowers, is dense enough to hold the ground well, and is evergreen. 3 plants, enough to cover 3 sq. yds., will cost 50¢ at usual prices, but we might get a special price from a nursery if we ordered well before the spring planting season. The most pessimistic cost would be \$800. Grass is more expensive. The cost would be added to the road development bill, and this should be done now to be included in lot costs. Stuart will investigate details and have soil tests made for the shoulders.

Treasurer's Report: The Treasurer read her report, which is being checked over by the Assistant Treasurer and will be published tomorrow. It was agreed that no consensus was needed for the following matters:

1) Money will be returned to those families who invested extra money, over their estimated lot cost plus the \$340 share, for a period of 3 months.

2) Members will be billed for the current \$25 assessment according to the regular procedure, although some members raised the question, why not just take it out of funds the members already have in the corporation?

Return of Assessments: It was AGREED: That all back assessments be repaid to the Moy, Horn and Mura families.

Also AGREED: No member resigning after receiving a deed to a lot in Brown's Wood will be repaid for any assessments.

Cushion Fund: It was pointed out that in calculating final lot prices (which should be done now so that refunds can be made) some cushion should be included for the unexpected,

so that members won't have to shell out anything more. It was proposed and **AGREED**: That \$1,000 as a contingency fund be added to the known expenses in arriving at a final development cost. Money will be paid back to members on the basis of this cushioned total.

Field Work: Flannery wants grade stakes 1' off either side to facilitate final sub-grading and surface grading. Volunteers were requested. (With one crew-day and a little bit more, about half the stakes were put in last week-end. Next week-end will have to finish it, or road work will be delayed some more. ED)

Road Bond: The road bond that was supposed to cost 1% turned out to cost 1 1/2%. The early builders are looking for another bonding company. Filing deeds is technically illegal until the road is bonded, according to the special requirements of the Lincoln Planning Board.

Planning Committee: This committee should meet and discuss the future of the common land, so there will be plans made when interest, money, time, labor or other requirements are available. (This committee is also responsible for investigating organized bulk purchase and discounts. See attached list of contractors, and notes on B. L. Ogilvie).

Plan Approved: Approval was granted the house plans of the Healy family.

Membership: An absent member sent a request that the period of ratification for consensus on accepting the McRae application be extended to permit getting better acquainted. It was felt that the ratification period limit is too important a part of the consensus procedure to be varied. Decisions could be tied up indefinitely if variances were granted. The request was not granted.

No decision was reached on the Hill application, and the Krokyn application was not discussed, since by precedent applications are considered in order of receipt.

Attendance: Although it seemed unfair to postpone the decisions on membership so long, the frequent meetings were blamed for the poor attendance, which makes it difficult to reach any decision. The next meeting was set for two weeks thence (Dec. 21), and it is hoped that all who have any interest in the matters at hand will be able to attend.

*

*

*

Hurrah: Excavations have been started for two houses in Brown's Wood, the Freemans' and the Loewensteins'.

CONTRACTORS

Wilbur Upham, on behalf of B. L. Ogilvie & Sons, Inc., of Weston, Mass., has compiled the following list of house building contractors for the benefit of Brown's Wood members. All are fairly local. All are customers of B. L. Ogilvie, a company that can supply the bulk of materials needed for house construction, and has shown considerable interest in serving B. W. home-builders.

The first five names on the list have been especially recommended.

GENERAL CONTRACTORS

- | | |
|---|--|
| 1) Hector Osmond
19 Montvale Rd., Weston
TW3-5744 | 11) A. W. Videon & Sons,
31 Shelford Rd., Natick
OL3-7030 |
| 2) Fay Bishop
770 Lexington St., Waltham
TW4-1908 | 12) Nick Jensen
13 Alden St., Ashland
TRin 2-3603 |
| 3) Hans Tobiason
191 Newport St., Arlington
MI3-8609 | 13) John Bryer
Farm Rd., Sherborn
OL3-7949 |
| 4) Romann Co., Inc.
(Earl C. Mann)
Hayden Rowe St., Hopkinton
Hopkinton 3894 | 14) Richard Bryer
28 Summer St., Framingham
TR2-1621 |
| 5) G. Murray Burke
37 Wellesley St., Weston
WA6-6381 | 15) Robert Durkee
20 Franconia Ave., Natick
OL3-3602 |
| 6) Calvin Patriquin
Wamsutta Ave., Waltham
TW4-9036 | 16) Nelson M. Paquett
25 Winter Park Rd., Fram.
TR3-8477 |
| 7) Thomas Bergin
291 Dale St., Waltham
TW4-0235 | 17) Paul Gleed
Pond St., Ashland
TR3-7324 |
| 8) Minor Shepard
15 Cutter Drive, Ashland
TRin3-3683 | 18) Dan Canning
89 North Ave., Natick
OL3-2131 or OL3-4380 |
| 9) Howard Shepard
Miller Ave., Framingham
TRin 2-1622 | 19) Albion Wallace
23 Rockland St., Natick
OL3-1735 |
| 10) Ralph Langley
55 Winter St. Framingham
TRin2-3888 | 20) Frank Wood
Main St., Cochituate
OL3-5272 |

(Continued on next page)

12/12/55

- 21) Harry Intinarelli
26 Stacey St., Natick
OL3-3030
- 22) E. Intinarelli
1 Prospect St., Natick
OL3-0428
- 23) Joseph Barbieri
off Bethany Rd., Framingham
TR2-1003
- 24) Dale Davis
Prospect St., Sherborn
OL3-7792
- 25) Walter Haeuber Jr.
22 Pine Lane, Framingham
TR5-4581
- 26) A. Hall
42 Pond St., Natick
OL3-2073

MASONS

- 1) Frank Penetta
R.F.D. Concord Ave., Lexington
- 2) Phil's Construction Co., (Phil Pintabona)
1480 Main St., Waltham
TW4-4788

.....

Stuart Grover, as chairman of the Planning Committee, is speaking to Harold Ogilvie about the possibilities of discounts for BW members. If you have any questions talk to Stuart.

As for the quality of Ogilvie, Inc. 's materials and service, any of the above contractors (or the Gras family) can act as references.

Ranulf W. Gras
471 Conant Rd.
Weston, Mass.

1st. Class



Mr. & Mrs. R. L. Wales
Box 724
Olean Rd.
South Wales
New York

1ST. CLASS

To the members of Brown's Wood:

The following letter came from Jacques Hill, and it seemed such a fine explanation of his position that we asked and were given his permission to print copies to send to the membership.

Natick
Dec. 13, 1955

Dear Ranny,

Homer tells me that some of the discussion about my membership application has centered about the possibility of my wife's acquiring the lot or house if I should be accepted and then die in the near future.

The question of how best to dispose of my assets (mostly life insurance) after death has been very important to me ever since my wife left the hospital. According to the doctors there she is not well enough now (nor is likely to become well enough) to have custody of John, much less to manage any money. I have had a lawyer work on setting up a trust and a will by which all my assets go into the trust when I die. This work is 99% complete. The money will be paid out by the trustees to support both my wife and son, and the amount allotted to my wife is more than the minimum set by Massachusetts law.

As you probably know, my wife could contest the will anyhow. Judging by her present attitude, she wouldn't. This is too important an issue to be left to chance, however small the risk, on the other hand. My lawyer has checked thoroughly into her chances of success, should my wife try to break the will. He believes her chances are nil. In the first place, a precedent has been set in a similar case where the trust was upheld. This is not conclusive but there exists another factor which is; my wife's illness is such that she could be declared legally incompetent at any time. This maneuver will be used if necessary to protect her interest and John's. Two very competent and respected psychiatrists are ready to testify that she is that ill.

The situation will change somewhat when and if we get a divorce. We both think that this is the only real solution to our present difficulties and the first piece of paper has been filed. The whole process should take 6 to 9 months.

With or without a divorce the situation from the point of view of Brown's Wood seems to be as follows: If I should become a BW member and die while still a member (and not remarried), the real estate would be put in trust to be sold by the regular procedure of finding a buyer and giving BW a chance to buy at his price and so on. There might be some unhappiness on the part of the trustees if it takes a long time to find a buyer, but there should be enough money from the insurance to take care of things for quite a while (including payments on the house). The trustees will be the Harvard Trust and my father or, if he dies, Homer Eckhardt. Either one of the latter would certainly live up to the ideals of BW.

. . .

Sincerely, Jacques

1ST CLASS



Mr. + Mrs. R.L. Water
Box 724
Olean Rd.
So. Water
New York

CASH RECEIPTS AND CASH DISBURSEMENTS ANALYSIS

Cash receipts from present members	\$74,110.00	
Cash receipts from resigned members	8,238.00	(4 families)
Cash received for bids on road contract	60.00	
Subscription income	2.00	
Miscellaneous income	15.00	

*
Total Cash Receipts through 12/2/55 82,425.00

Cash Disbursements other than development payments that are enumerated on the following pages (red print)

Cash returned to bidders (4 returns \$5.00 @)		\$ 20.00
Cash returned to resigned members:	Burgher	2,047.00
	Moy	2,005.00
Land Costs: Stephens and Brown		18,500.00
	Bernson	7,500.00
		<u>7,500.00</u>

**
Total Disbursements other than development costs (through 12/2/55) \$30,072.00

* Cash Receipts	\$82,425.00
** Cash Disbursements	- 30,072.00
Balance	<u>\$52,353.00</u>

Development Costs (next page, in red) - 14,730.68

Bank Balance, December 2, 1955 \$37,622.32

Money in reserve for future development costs (following page - column 6) - 34,583.06

Surplus \$ 3039.26

Loans returned to members Dec. 8, 1955 - 2,509.00

Balance after all commitments are met \$ 530.26

Amount owed to members by corp. - 6,934.00
(based on new lot prices)

Amount still due from members + 437.00
(based on new lot prices)

Money to be gained by sale of lots + 10,246.00
(15,19,20, based on new lot prices)

Amount due to resigned members: - 4,186.00

Horn \$2,072.00

Mura 2,072.00

Moy 42.00

\$4,186.00

Balance 93.26

TOTAL DEVELOPMENT COSTS

	TOTAL ESTIMATED COSTS	EXPENSES BEFORE JULY, 1954
Road Contract	\$39,138.00	\$ -----
Road Ledge	1,000.00	-----
Bounds	850.00	-----
Legal Fees	3,600.00	-----
Office Supplies	246.70	124.84
Engineering Supplies	92.28	38.00
Tools and Equipment	881.72	21.88
Postage	45.76	25.00
Advertising	110.90	-----
Taxes	389.00	-----
Insurance	257.96	-----
Professional Services	910.33	7.38
Equipment Rental	31.00	-----
Common Land Development	27.09	-----
Miscellaneous	80.00	80.00
Filing Fee	53.00	53.00
Road Maintenance	100.00	-----
Reserve for Contingencies *	1,000.00	-----
General Reserve Fund ** (Contingency Account)	500.00	-----
TOTALS	\$49,313.74	\$335.34

* Includes possible \$800.00 for road shoulder planting.

** Corporate By-Laws, Article VIII, Section 1, h.

G. A. Daly
N. Shansky

TOTAL DEVELOPMENT COSTS

EXPENSES REMAINDER OF 1954	1955 EXPENSES (TH. 12/2/55)	TOTAL ACTUAL CASH PAID THROUGH 12/2/55	ESTIMATED BALANCE AND RESERVE
\$-----	\$ 8,500.00	\$ 8,500.00	\$30,638.00
-----	900.00	900.00	100.00
-----	-----	-----	850.00
939.86	1,325.08	2,264.94	1,335.06
18.90	52.96	196.70	50.00
-----	54.28	92.28	-----
-----	859.84	881.72	-----
-----	10.76	35.76	10.00
65.00	45.90	110.90	-----
144.00	245.00	389.00	-----
181.91	76.05	257.96	-----
-----	917.71	910.33	-----
-----	31.00	31.00	-----
-----	27.09	27.09	-----
-----	-----	80.00	-----
-----	-----	55.00	-----
-----	-----	-----	100.00
-----	-----	-----	1,000.00
-----	-----	-----	500.00
<hr/>	<hr/>	<hr/>	<hr/>
\$1,349.67	\$13,045.67	*** \$14,730.68	\$34,583.06

*** \$14,730.68 is present development cost figure used to compute bank balance on Page 1.

G. A. Daly
N. Shansky

ESTIMATED LOT PRICES BASED ON A \$2,350.00 DEVELOPMENT COST/LOT

<u>FAMILY</u>	<u>LOT/NO.</u>	<u>FINAL AREA PRICE</u>	<u>DEVELOPMENT SHARE</u>	<u>NEW ESTIMATED LOT PRICE</u>	<u>AMOUNT PAID BY MEMBERS</u>	<u>AMOUNT REFUNDED 12/8/1955</u>
Daly	12	\$1,202	\$2,350	\$3,552	\$3,748	\$-----
Eckhardt	17	1,252	"	3,602	4,087	-----
Freeman	22	1,522	"	3,872	4,846	489
Gras	13	1,542	"	3,892	4,772	395
Grover	4	1,298	"	3,648	4,133	-----
Harris	23	1,434	"	3,784	4,072	-----
Healy	7	1,334	"	3,684	4,526	357
Kramer	2	1,357	"	3,707	4,192	-----
Loewenstein	11	1,681	"	4,031	4,516	-----
Meyer	1	1,384	"	3,734	4,276	57
Morgan	10	1,170	"	3,520	4,562	557
Novak	3	1,231	"	3,581	3,726	-----
Polumbaum	16	708	"	3,058	3,695	152
Ritson	18	1,008	"	3,358	3,875	32
Shansky	8	976	"	3,326	3,072	-----
Swanson	9	905	"	3,255	3,072	-----
Van Remes	14	1,276	"	3,626	4,168	57
Wales	5	1,524	"	3,874	4,772	413
	15	860	"	3,210		
	19	1,030	"	3,380		
	20	1,306	"	3,656		

\$26,000 \$49,350 \$75,350 \$74,110

The Development Share of \$2350.00 arrived at by dividing total estimated cost figure (\$49,313.74 -- Col. 1, Page 2 of this report) by 21 members. The resultant figure of \$2348.27 was rounded out to \$2,350.00.

G. A. Daly and N. Shansky

12/16/55

BROWN'S WOOD, INCORPORATED

MEMBERSHIP DIRECTORY

Daly, Richard T. and Genevieve Anne	89 Spear St., Melrose	ME4-3739
"	National Co., Inc., Melrose	ME4-6330
Eckhardt, Homer D. and Mary G.	234 Lakeview Ave., Cambridge	EL4-4999
"	RCA, Waltham Ext. 36	WA5-8060
Freeman, Dr. David T. and Constance C.	25 Queensberry St., Boston	C06-4039
"	c/o Halloran Clinic, Met. State Hosp.	TW4-4300
Gras, Ranulf W. and Annette E.,	471 Conant Rd., Weston	TW3-6007
"	Instrumentation Lab, MIT, Ext. 3551	UN4-6900
Grover, C. Stuart and Gunilda G.,	179 Burlington St., Woburn	W02-3682 R
"	WXHR, Cambridge	W02-8682 R KI7-7751
Harris, John-N. and Naomi A.,	1000 Concord Tnpk., Lexington	CL9-8672
"	Lincoln Lab Ext. 5335	V02-3370
Healy, Edward M. and Helen T.,	6 Ashton Place, Cambridge	KI7-8293
"	Dewey & Almy, Whittemore Ave., Camb.	TR6-1400
Kramer, Manuel and Ruth L.,	5 Saran Ave., Bedford	CR4-7450
"	MIT	EM9-3400
Loewenstein, Paul and Sophie F.,	2 Potter Pk., Cambridge	TR6-4092
"	Nuclear Metals, Cambridge	UN4-5200
Meyer, James Wagner and Carol H.,	Box 142 Bedford Rd., Lincoln	
"	(Residence 484 Concord Rd., Weston)	TW3-2543
"	Lincoln Lab	V02-3370
Morgan, Dr. Richard S. and Molly Heath,	9 Fayette Rd., Bedford	CR4-7910
"	MIT Ext. 710	UN4-6900
Novak, Kalman and Nellie R.,	1 Channing Place., Cambridge	UN4-4661
"	At home, or Longy School of Music, Camb.	TR6-0956

12/16/55

Polumbaum, Theodore S. and Nyna B.,	123 Norwood Ave., Newtonville	BI4-7043
"	At home	
Ritson, David M. and C. Edda,	38 Pierce Rd., Watertown	WA4-7343
"	MIT Ext. 2396	UN4-6900
Shansky, David and Nettie,	56 Roberts Drive, Bedford	CR4-7476
"	Lincoln Lab. Ext. 122	VO2-3370
Swanson, Arthur A. and Joan C.	7 Saran Ave., Bedford	CR4-6059
"	Natl. Research, Cambridge	EL4-5400
Van Rennes, Albert B. and Mabel C.,	P.O. Box 246, Weston	
"	(Res. White Rd., Wayland)	EL8-4875
"	MIT, Ext. 614	UN4-6900
Wales, R. Langdon and Ruth L.,	Box 724, Olean Rd., So. Wales, New York	
"	Moog Valve Co., East Aurora, New York	

Notice: The above names are listed in the forms used for BW legal documents (deeds, etc.). If the name as given does not correspond with your legal signature, please notify A. Gras .

Notice: If either member of the family, or both members, should acquire a new address, home or office telephone number, please notify A. Gras so that the correction can be included in The Consensus. Thank you.

THE CONSENSUS

VOL. VII, No. 9

Dec. 29, 1955

NEXT MEETING: Grover Hall, Auburndale, 8:00 PM, Wednesday, January 4, 1956. The agenda will include: consideration of Krokyn application; discussion of general procedure relative to membership applications; decision relative to hiring Snelling for road bound installation (\$750 without digging, \$850 with); also (by request) discussion and attempt to reach decision on what should constitute a quorum at general meetings, and how can attendance be improved?

MEETING OF DECEMBER 21:

Report by phone from Kal Novak, substitute Clerk

Present: Homer Eckhardt, Ranny Gras, Manny Kramer, Paul Loewenstein, Kal Novak, Ted Polumbaum, Dave and Nettie Shansky. Total, eight persons representing seven families.

Lawyers' Bill: The following bill from Sherburne, Powers and Needham was presented:

For services rendered during period October 1, 1955 to November 25, 1955, as follows:

- | | |
|--|----------|
| (1) Revisions of notice of preemptions, options and restrictions, conferences with corporate officers and attendance at meeting of members concerning same | \$450.00 |
| (2) Work on deed forms and votes in connection therewith | \$100.00 |
| (3) Legal research as to validity of preemptions, options and restrictions | \$100.00 |
| <u>Cash Disbursements:</u> | |
| Ditto master sheets and carfare | \$ 1.32 |
| | <hr/> |
| | \$651.32 |

The following letter, in reference to the bill, was read:

In accordance with Mrs. Daly's request we are enclosing our bill for the period October 1 to November 25, 1955, and have allocated the fee among the various items of work. I can see how monthly bills may be more desirable in the future, so that our next statement will cover the balance of November together with the current month.

With respect to your request as to the hourly rate of the persons who did the work covered by the bill, I could furnish the rate which we feel should be charged for the various individuals when a bill is computed primarily on a time basis. In the case of Brown's Wood, Incorporated, however, although the time spent has always been an important consideration in fixing a bill, we have never made the compu-

tation on an hourly rate basis.

As you probably know, the time spent is only one element in determining what the fee should be for a given piece of legal work. Other factors, most of which are listed in the Canons of Ethics of the American Bar Association are the results obtained, the amount of money involved, the difficulty of the task, the responsibility of counsel, etc. Frequently a bill based on these factors will result in a fee which is lower than a fee computed on an hourly rate basis; at other times the contrary result will obtain.

It was soon very obvious to us that to bill Brown's Wood on a straight time basis would be unfair, because to accomplish what your group wanted with the painstaking drafts and redrafts of by-laws and other documents would probably have resulted in a charge greater than the work warranted. Accordingly, each bill has represented our best judgment as to what a fair charge should be for the work done, and in every instance the amount has been considerably less than if the computation had been based on an hourly rate charge. This is not to say that we disregard the amount of time spent, but simply that we consider the other factors as well.

I trust that this will clarify how the bills for Brown's Wood are computed, and that you will get in touch with me if you have any further questions.

Sincerely, Bert Loewenberg

The explanation was accepted and it was **AGREED**: That the bill be approved for payment by the Treasurer.

Assistant Clerk: The lawyers had pointed out that it would be legally rather awkward for Gunny Grover to perform her usual clerical duties with regard to the Grover deed, and had suggested an officially appointed "Assistant Clerk". For some reason or other the Secretary title wouldn't do, though the same person would. So it was **AGREED**: That Helen Healy be appointed Assistant Clerk for the purposes of executing the Grover deed.

McRae Application: The situation with regard to this application was discussed, the view first expounded being that the action (or lack of action) so far resulting from the due processes of consensus was not an action favored by the whole group, or even by the majority of the group; if a minority is to determine the action of a group, the least that minority should do is to explain its reasoning and listen to and weigh the reasons of the majority. Majority rule may result in injustice to the minority, but a minority standing "on privilege", so to speak, is being equally unjust, and to a larger number of people. - The principles of consensus action were defended, among admissions that poor attendance makes it difficult to achieve a true "consensus". - In order to at least feel out the entire group on the matter at hand, it was suggested and **AGREED**: That a telephone poll be conducted by a neutral member (Paul Loewenstein) and that the results be given a

chance to exert whatever influence they might on the membership.

Hill Application: The application received from Jacques Hill was considered, and it appeared that Jacques' letter had satisfied many of the questions in members' minds. It was AGREED: That the application of Jacques Hill be accepted, the present Mrs. Hill being specifically excluded from voting privileges.

Krokyn Application: This application was discussed to some extent, the question of "getting acquainted" coming up again as usual. None of the members present felt they knew the particular applicant family very well, and while they might be perfectly marvelous people for Brown's Wood, at least one person felt nervous about accepting anyone "by default". We could carry the pattern further, and accept a family no member had ever seen, since in that case nobody could have anything to object to. It was decided that since one family in the group was well acquainted with the Krokyns, and many absent members had seen something of them, and since two weeks would allow a little more opportunity to become acquainted, then the decision could be more easily reached at the next meeting.

More Applications: It was reported that two more applications had been received, one from the Shihying Lee family, the other from the Yao T. Li family.

This gave rise to the comment that one of our aims had always been diversity of background, and that this goal had not been realised as fully as we had hoped. We should not fail to recognize opportunity. - In argument it was noted that once you decide to seek one type of diversity (in this case racial) it is hard to draw the line; you may find yourself in an endless search for the widest range of diversity; furthermore, "discrimination" in favor of one group of persons is also "discrimination" against another group, and if we were in the position of making a choice, would it be fair to eliminate one family because they could not offer such a degree of diversity? As it is, we are not in the position of making a choice, because we have agreed to consider applications one at a time, in order of receipt, and on their individual merits. - The conclusion of the discussion was that the usual rule should be upheld.

(Note: In the past few meetings it has become quite clear that nobody is very satisfied with the way membership applicants are "processed", to use a horrible expression. Though the group can hardly be expected to agree on the "standards" of acceptability, perhaps it could agree on a clearly defined procedure for interested families, applicants and members to follow. Programs used by other communities range from one "party" for each applicant to long questionnaires, many individual meetings, and a prescribed number of visits to general meetings. Time limits for processing of applications can be set, both minimum and maximum. Members who are concerned with the composition of the group - in other words,

who do not share the open door policy, might pin down in their own minds just what they are looking for. Perhaps any decision on these matters would be better than the roller-coaster thinking that has accompanied the latest applications. Anyway, next week's agenda allows some room for discussion of this topic. ED)

Treasurer's Report: The official Treasurer's report (which was officially approved at the meeting at which it was read), and the Financial Statement for Laymen were remarked and accepted, and Genny Daly and Nettie Shansky were much praised and commended for their work.

After setting the next meeting for two weeks thence, the meeting was Adjourned.

Deeds: Members who have received deeds from the lawyers but have not yet done their part of the executing or delivered them to the proper officers are requested to do so A.S.A.P. The notarizing is simplified if a batch at a time are ready, rather than in dribbles.

I have been asked to remind members of the Road Committee that the Telephone Co. needs prodding before they will see to us. Early builders may need power pretty soon.

Another house: The Ritson family's Techbuilt is under way. Won't be long now. The Techbuilt people promised to do what Lincoln says, and Lincoln is getting pretty strict, so the Ritsons will be getting the benefit of some free supervision!

Another Application has been received, from Bronislaw and Savera Smulowicz (their friends have Americanized this to Bob and Vera Small), of 37 Carleton Rd., Belmont, BE5-3163 M. While waiting to see what happens, they would like very much to get to know the members of Brown's Wood.

Lee and Li's Address: 28 Orchard St. and 30 Orchard St. (irrespective-ly), Watertown, Tel. WA4-7982 and WA4-0496 (also irrespectively). They too would like to get acquainted.

Corrections: Dave Freeman's middle initial is F, not T. John Harris' office extension is 5330, not 5335.

.....

H A P P Y N E W Y E A R !

MEETING with Harold Ogilvie, Manager of B. L. Ogilvie & Sons,
December 17, 1955.

Mr. Ogilvie was approached with the questions of discounts on building materials for both contractors and individuals in BW. He cheerfully gave the following information about his own policies and methods, which he says may differ from those of other yards.

1. At B. L. Ogilvie & Sons there are only two price schemes: one is for the general public, the other for builders. It makes no difference how much of a particular material you order; there is no quantity discount.
2. Members of BW will be considered builders; they will get the same discount as a contractor on anything they buy.
3. The discount on wood and certain other materials which might be called "structural" (as opposed to hardware, paint, etc.) is very slight - something on the order of 2%.
4. The discount on hardware, paint and miscellaneous items is 10%, so long as the amount purchased is typical of a builder's purchase (you can't get 10% on a pint of white paint or 10 screw eyes or a half pound of nails).
5. In addition to the above, there is a standards 2% discount for cash payment by the tenth of the month.
6. The materials are the same price delivered as picked up; daily delivery to Lincoln is the usual thing.

Stuart Grover



Mr. + Mrs. R. L. Waters
Box 724 Olean Rd.
South Wales
New York

1ST CLASS

THE CONSENSUS

VOL. VII, No. 10

January 9, 1956

NEXT MEETING: The next general meeting will be held on Wednesday, January 18, 1956, at 8:00 PM in Grover Hall, 38 Vista Ave., Auburndale.

MEETING OF JANUARY 4:

Notes by Gunny Grover,
Edited by A.E.G.

Present: Grases, Mary Eckhardt, John Harris, Arthur Swanson, Genny Daly, Kal Novak, Stuart and Gunny Grover, Paul Loewenstein, Ed Healy, Dick Morgan, Manny Kramer, Dave and Nettie Shansky, and Lyman and Nancy Allen as interested observers. Fifteen members represented twelve families.

Road Bounds: Mr. Snelling wanted an answer on the placing of our road bounds, which must be done before the road can be accepted (taken over) by the town. He will do it for \$750 without holes, \$850 with holes. At first the general feeling appeared to be that this was not an urgent matter, that \$40 per family isn't chicken feed and that some time in the next year we could find out whether we want to do the job ourselves. If not, then we can hire Snelling. However, someone noted that the majority of the members will be building or finishing their homes in the next year, and there won't be much manpower available for surveying. Our past work has been pretty inefficient, when aiming at the accuracy required for this job (one part in 8,000). Snelling's price might be higher in a year. The subject of a swimming pool sneaked into the conversation; admittedly, \$850 would buy a fair amount of pool. But members would far rather work on the pool than on the survey, and they couldn't do both. Furthermore, amateur labor put into a pool (or tennis courts) would be far more financially rewarding than the same time put into the survey. As the opinion appeared to shift to approval of the hiring, a plea was made for voluntary statements of willingness to do the field work, eight people being considered sufficient. Only one, however, felt as interested in surveying as in pools and houses. He bowed gracefully to the will of the majority and it was **AGREED:** That Mr. Snelling be hired to locate, furnish, and install up to 50 bounds at a total price not to exceed \$850.

Quorum: It was proposed for consensus that a "quorum" be set at fourteen out of eighteen families (represented), that attendance be determined in advance, and that expected failure to achieve a quorum call for cancellation of the meeting.

The proponent felt that consensus was failing to work without such a rule, and presented the following reasons:

It seems as though members only attend meetings if they are vitally concerned and/or it is fairly convenient. However, almost every member wants to satisfy himself that the decisions reached by the group are the right ones. If he can't come to one meeting, or the next, he still wants to hear all the points on both sides, so

he brings up the matter at the third meeting. On the other hand, the member with a point to make (as in support of an applicant) must attend every meeting to make sure his point is heard by every member. If there remain, after several attempts, a lack of understanding between two members because of a failure to attend coincident meetings, the matter may have to be thrashed out on the telephone. This last process puts the matter on a personal basis and changes the whole spirit of discussion. Is it fair for members who take things seriously to have to go out of their way and run up sitter bills just because other families were not willing to take the trouble to come regularly?

In answer, the procedure of consensus was defended, even in its slow, laborious workings. A member felt one of the nice things about BW has been the lack of formal coercion. Adopting the proposed rule would spoil this, and would have the negative effect compulsion always has. If members go to trouble to attend meetings regularly, that is their own choice and they cannot blame anyone else; obviously they consider it worth it. Those who are discouraged with the system may not have considered that it is still the best system we can think of, that the freedom of the individual (to attend or not attend, for instance) is an important aspect, and that a very real effort is made at every meeting to set forth every known viewpoint, even those of absent members, while the newsletter attempts to spread the information among all members equally.

It was agreed by all that members who cannot attend should do their best to make up for it by keeping informed, getting interested as soon as a subject is raised instead of after it has been put to bed; by not spending so much discussion time on details that do not require decision, we could all help to get the business settled at each meeting, rather than deferring half of it and thus requiring more meetings. An invitation was extended to all and any members to write their thoughts on the subject for publication. One letter is herein; actually it was written prior to the discussion but received after.

Road Bond: The Executive Committee met with representatives of the Etna Insurance Co., who were willing to bond the road if the remainder of the contract price were put in a special bank account. The committee transferred \$30,638 to an account from which funds can be drawn if signed by the usual two BW officers and one of three Etna officials. The latter will not sign any such check without written certificate from the town of Lincoln that the covered phase of the work has been completed satisfactorily. The bond was secured, for \$27,000, as required by the town. The cost, \$405 (1½%) was borne by two families, Loewenstein and Freeman, who expect that every family benefiting by the bond will share.

Agent: Many commendations have been given the agent who arranged the bonding. He is Mr. Stanley Page, of Lincoln, who is interested in taking care of insurance for the BW families. He is well informed, has all the details at tongue-tip, is honest (when he doesn't know something he says so) and co-operative to the extreme. Also likable.

Another Application: Before leaving the meeting, Lyman and Nancy Allen announced their wish to submit an application. They have been discussing the community for some time with Stuart and Gunny Grover. No applications were on hand for them to sign but it was generally agreed that their priority could be established as of that date.

Membership: It was required that the secretary be authorized to write a letter to the first applicant family, informing them of the group's acceptance or lack of acceptance of their application. Therefor, though some thought the subject had been settled, it was raised again.

The long and warm discussion revolved more about general principles of admission and the question of consensus versus majority rule, than about the particular application in question. To report the entire discussion would require several issues, but space should be given to those questions that were newly raised or appeared in a new light. Most of them follow:

Veto: The basic question was, Under what circumstances, if any, is a minority justified in blocking the will of the majority? The case at hand was frequently referred to as a case in point, but other examples were mentioned too.

One extreme of opinion was that the privilege of individual "veto" is embodied in the consensus procedure for the sole purpose of self-protection, and that any individual using the power when not threatened by actual harm is abusing the privilege; a comparison was made with the famous "Nyet!" heard round the world. - A contrary view was that consensus is used because of a belief that the individual is the most important element of any group, and need answer only to his own conscience. Admitting the difficulties of the UN veto, it was and is felt necessary to insure that no positive action be taken without the consent of all.

Common ground was found, however, in the firm belief that every dissenting individual or group of individuals should give careful consideration to the majority opinion. Not all could agree that such careful consideration would necessarily bring about a change of mind. One member felt the majority is bound to show better collective judgment than the individual, another thought the individual's judgment might conceivably be superior, another ventured that the simple fact of acting on an individual basis forces the person to think more deeply about each matter.

Compromise: A factor frequently mentioned was the relative opportunity for compromise. On such matters as the phrasing of an option agreement, the group can hope to satisfy everyone by a series of modifications. But there have been occasions when a ballot was necessary, there being no compromise; in these case the minority was willing to "give in". For instance, when faced with a choice between a road on one side of the hill or one on the other, the majority opinion, determined by vote, was decisive.

The differences between the two cases were noted: In the subdivision question, the choice was between two positive proposals, each of which had been shaped by group opinion into very workable plans. It was a matter of expediency, to choose the one favored by the greatest number of people. - In the case of membership, we do not allow ourselves a choice (of families) but must simply say yes or no to each in turn. It is quite likely, in view of the number of applications, that a family can be found to whom all will agree. If so, that is, a better answer than one which introduces disturbance into the group. Meanwhile, a failure to act merely preserves the status quo, without having a real effect on anyone.

Poll: The result of Paul's Poll were requested. They showed three families opposed to positive action on the application, four neutral, and eight in favor. It was noted that of the last, five were opposed on principle to rejecting any application.

Change of Policy? The opinion was then expressed that the group is getting progressively more "fussy", that originally the self-screening procedure was considered sufficient, but at the present rate it will be practically impossible for anyone to be accepted. The speaker noted that while it will be difficult to prevent anyone from buying a lot or home in the community through resale, the present system leaves it easy to deny him membership. Since the privilege of corporate membership adds considerably to the value of community real estate, the consensus rule of admission poses a real threat to the resale value.

Self-Screening: It was admitted that the self-screening system was not relied upon very heavily any more. Once, there was considerable risk, a lot of work to be done; families had to be sincere to want to join us. Now, however, there is opportunity for a family to get a good land buy, a practically guaranteed neighborhood, community assets and facilities, with no risk and little effort. Anyone would be interested in these, especially since the history of the group has shown a consistent lack of pressure to participate in the accompanying shenanigans.

However, if enough time were allowed for the family to become well acquainted with the group and its ways, self-screening might still work pretty well. If, knowing us all, an applicant really felt he could stand being our neighbor, more power to him.

Moral Obligation: At this point the chairman of the "get acquainted" committee made the following statement:

It is the moral obligation of every member to personally meet with every applicant family before their application is considered. A committee can't bring this about, and social parties have proved inadequate to the need. Obviously, the group does not consider membership lightly, yet we continue to discuss this important matter with insufficient basis for decision. In the future, the group should refuse to consider an application until the applicants have been so met by every member family (except those out of state).

There was no disagreement with this suggestion at all.

Standards: One member felt we should try to set up standards for judging applicants, but the overwhelming opinion was that nothing would be more impossible for this group. There are too many opposing views, and beyond that, too many ideas of how to evaluate the degree to which an applicant meets the standards. The only possible course is for each member to consider the matter seriously himself, consider the opinions of others with equal seriousness, satisfy himself as to the rightness of his actions, and it be more comfortable if he could assume that others are doing the same.

Minority Rule: The most, and last, discussed matter was the basic validity of consensus as compared with the usual majority rule of parliamentary procedure.

One member thought the majority must always be right, and even if it weren't, more people would be made unhappy if the majority were "blocked" than if the minority gave in. How can it be said that consensus works if more than half the people can be defeated at every turn?

In answer it was remarked that in nearly every case the dissenting individuals have led the group to find, in the end, better solutions than those that would have been accepted quickly under majority rule. After two years and more of watching consensus work and work well, it is saddening to hear the system denounced because it encounters snags. - Also, the individual who really cares about the policies of the group is foolish not to use the power given him by consensus. The whole purpose of setting up a "made-to-order" community is so that the members can shape the community, its life, policies and composition, to their own wishes insofar as they are truly agreed.

Notification: In the last few minutes of the meeting it was **AGREED:** That the secretary notify the McRae family that the group had been unable to reach consensus on their application.

New Year's Resolution for Brown's Wooders

12/31/55

The president of the corporation has asked that a review of attendance at general meetings be made, and that improvement in this respect be shown by member families. We therefor ask your serious consideration of the following.

Our formal reference for obligation to attend meetings is in the membership agreement (pp. 2 & 3). It is headed "Participation in Consensus": it states that such participation is a privilege and a duty. The key phrase is as follows: "...it is the method for effectuating their wishes and those of the other members..."

In other words, participation in open discussion is as much a part of our obligation as recognition of the consensus procedure is, since it is the only proper way to "effectuate our wishes" to the fullest extent. Similarly, the wishes of the other members cannot be properly effectuated unless we are present at the open discussion to evaluate their wishes.

Two critical issues have recently been dragged out by our collective failure to live up to these obligations; namely, approval of new members and final wording of the option agreement. In each case, the effect of poor attendance was to cause considerable inconvenience and annoyance to a few people. It is safe to say that some of the feelings aroused by the unnecessary delays were strong enough to weaken the primary aim of the corporation (which, you will recall, is "to establish a neighborhood of congenial and openminded families").

Specifically, in the above issues, the difficulty arising from low attendance was that three, four, or more meetings were required to elicit, discuss, and act on members' views, where one or two well attended meetings might have done the job. Absent members occasionally sent proxy opinions via spouse or friend, but because proxy opinions are mute opinions the absent members' wishes were not properly "effectuated", nor could the members present make their views felt by the absent member. The resulting pressure of urgency caused the Waiver of Consensus procedure to be used in one instance, and in another there was a request to extend the normal seven-day waiting period. Both of these deviations are less desirable than straight consensus procedure, and would nearly always be unnecessary if good attendance allowed us to move decisively through our business.

How low is low attendance? An examination of the records of the nine general meetings held between September 22 and December 21 of this past year yields the following information which is given without comment:

1. Average attendance has been 36% of membership.
2. Five of our number have not attended any of these meetings. (This figure does not include the out of state Wales').
3. One-half of our members have attended three times or less out of the nine.
4. Five families have accounted for nearly one-half the attendance.
5. In the most recent meeting (December 21) eight persons showed up (22%).
6. And so on....

Everyone has to make his own decision, and it is perfectly obvious that when you are out of town, or having a baby, or stuck for a baby sitter, or for plenty of other reasons, you can't come. But it looks like there is plenty of room for improvement.

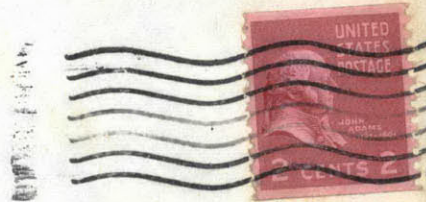
S.G.

New Member: It's a real pleasure to announce the arrival of Martha Charlotte Freeman. She joined the group at supper time on Friday, January 6, and even without supper she weighed 7 lbs. 2 oz. Dave says, "She's Beautiful!" And he should know. Connie has a telephone in her room at the Richardson house, so maybe we shut-ins who can't get to visit can call her up.

New Application: I was just handed applications signed by Otho and Julia Kerr. Their address is 45 Cameron Avenue, Cambridge, and the telephone is EL4-6267. They too would like to get acquainted with members.

Suspension: Notice was received within one week after the mailing of the last newsletter that the consensus reported therein relative to the application of Jacques Hill did not meet with the approval of one member, who intends to discuss the matter at the next meeting.

Ranulf W. Gras
471 Conant Rd.
Weston, Mass.



Mr. + Mrs. R. L. Wales
Box 724
Olean Rd.
South Wales
New York

1ST CLASS