

Tuesday, August 28, 1956

My dear Grete: -

I am rather weary tonight, having spent the day shopping with the children for clothes and supplies for school next week. However, I did promise Schuy that I would do my best to get a letter off to you this week since he is on the west coast and will not return until the Labor Day weekend. And this is the first opportunity I've had since returning from Wheaton on Saturday. And unfortunately the little ball you started rolling way back in May when you decided so abruptly to cancel the power of attorney is still rolling and gathering more complications for us. I note that in your last two or three letters you say that you have had a lot of other matters close at hand to keep you busy so that you have had little time to think about the matter of the sale of the house and land and the transfer of furniture from Louisville to Wheaton etc. etc. How fortunate you are! Would that Schuy and I had been spared the completely unnecessary stresses and strains of the past three months which were brought about by your equally unnecessary action. We, too, have had many matters close at hand with which to concern ourselves; but instead, most of our energies have gone into trying to straighten out the mess you created.

If I sound somewhat bitter about the whole thing, you may be sure that it's only because I am! You had ample time to "swallow the idea of disposing of the old place" (from your letter of July 18th) since you have known for at least two years that Schuy and I were hoping to move out of 212. And since Christmas time - even since Schuy wrote you in November of 1955 - you have known that we were looking around and planning to move and that undoubtedly that move would take us away from Wheaton. You had only to voice your dismay and we could have discussed it at Christmas time -- despite the "competition from television". After all, old man, we were there every evening and you could have refrained from retiring so early if you had any wish to discuss the house and property or even the dining room table with us! Be that as it may, let me bring you up to date.

Apparently after you signed the contract and returned it to Bert in mid-July Bert was involved in many other matters, he was also ill and he also took a vacation. Being little different from other lawyers he neglected to inform us of developments: namely, that the phone company would require a deed to the property.

We kept writing to Bert and he kept assuring us that he was keeping on top of the situation but we were getting nowhere fast. So we decided the only way to get action was to go to Wheaton. Also, in addition to the deal with the phone company, we had again contacted the real estate firm in Wheaton to let them know that the house-moving deal was "on" again. And we had to know if the lot we had started to purchase in May was still available. Thanks to your delay, it was not. So, here we were about to buy a house from you with no lot to move it to. Seeeeo, all things considered, we packed the kids in the car and drove up to Wheaton. For two days Schuy spent his supposedly free time tracking down Bert, tracking down the phone company lawyers, and lighting the fire which ultimately resulted in our getting the deed which I sent to you last week. Schuy should have been taking it easy since he had a busy two weeks of travel and conferences lined up in various cities out on the west coast; but instead he worked on the house and land deal.

The real estate people had combed the city of Wheaton for vacant property. There is none. Even the few which were available in May when we left town now have houses or basements already on them. Bob Guild, of Guild Realty Company, with whom we had been in constant communication via phone and letter got a bright idea and went to the man who had bought the lot we wanted out south off Jewel Road and asked him if he would consider selling. This man had already started to clear some of the trees from the lot preparatory to building a house for re-sale. He thought the matter over during the weekend and finally just before Schuy left for Seattle he said that yes he would sell it if he could make a profit. Which is certainly his privilege. So, the lot which we had been all set to purchase when we left Wheaton in May and which we could have had at \$2200 will now be available to us, if we hurry, for the sum of \$3500. Aside from this lot, the only other land available is out in the middle of the prairie up near Joe Muehlfeldt's place - with no streets, no water, no gas, no nothing! And with very poor prospects in terms of a profitable resale.

Schuy left Wheaton and asked me to follow through with Joe Muehlfeldt about certain details of the house moving. We had also sent out feelers to see if we could find any customer who might wish to buy the house as is and move it themselves. Muehlfeldt spent most of the week tracking down an old farmer who had evinced some interest; but finally when all parties got together, he decided against buying the house because he wanted to move it up to Cleverdale and found it prohibitive in cost

since he would have to cross a railroad track and also would pass several trans-continental telephone cables enroute. (This is possible, but most expensive, since such cables must be cut and hundreds of wires spliced and put back again.)

If I seem to be going into great detail, it is only to let you know that this is not a simple matter. At this point I am completely sick and tired of the whole thing! We spent weeks and weeks and weeks doing just this same thing before we left Wheaton, with Muehlfeldt, with the city fathers, the street department whose province it is to preserve tree limbs, real estate people, public service company officials (regarding electric wires) and phone company engineers (regarding phone wires on the route). When we left Wheaton in May we had pretty well resolved the whole thing - and had Guild Realty drawing up a contract so we could purchase the property off Jewel Road. Then came your letter wanting to put the whole thing on ice, so naturally we did not go out on a limb and purchase a lot at that time.

To get back to the current situation. Bert is aware that you are now acknowledging the fact that you have no wish to retain the house for yourself and that you are willing to sell your interest in the house to us for \$1000. It is his suggestion that in order for Schuy and me to gain clear title to the house we must have some sort of statement or bill of sale or something from you which states that you relinquish your title to the house. Then the house will belong to us legally and only then can we legally have it moved to a new site. Also, obviously, until such a title has been clearly established we have no wish to go out on a limb and buy a lot for \$3500! No offense meant, but you must admit that you have a habit of changing your mind and we don't want to be caught in the middle again.

Also, the situation is now changed to this extent. In May we told you that we would buy your share of the house or we would sell you our share or we would split the expenses of moving with you and also split any profits with you after the house was resold on the new site. At that time, we were figuring the cost of the lot at \$2200. But now, the cost of the lot has increased by \$1300, through no fault of ours. We, frankly feel, Grete, that we cannot now pay you \$1000 for your share of the house. Figure it out for yourself; the delay has cost us \$1300 if we go ahead and buy the same lot now. Not to mention what it has cost us in loss of sleep, peace of mind and nervous strain. As Schuy's wife, let me assure you that your attitude about

this whole matter has hurt him deeply. He felt he had a responsibility when he had the power of attorney to act in your behalf; and let me assure you again that despite your flip warning that we should proceed more cautiously in the future, this whole deal was consummated after months and months of effort on Schuy's part. It was not a hasty decision. And it was a highly profitable one both for you and for Schuy, as Bert will attest. Had you had any legitimate gripe that Schuy had not wrung the last nickel possible out of Illinois Bell, I could have understood your snatching the power of attorney out from under the deal. But you yourself have stated that the price is amazingly high, so you can have no complaint on that score. And may I point out further that when one person has power of attorney to act on behalf of another person who is thousands of miles away, the one at home does not expect to have to make an accounting of every conversation that was held on the matter. When the best possible deal was made, then the accounting was due you. And having your power of attorney, Schuy did not feel that he had to delay things further by writing you ~~know~~ each time he had dealings with the phone company during these last hectic months in Wheaton. He kept Bert informed of his progress and sought Bert's advice, and Bert told him he would never get more than \$27,500. At that point Schuy was holding out for \$30,000 -- which he ultimately got, for you as well as for himself.

And then, after making a bona fide deal in good faith, he is suddenly confronted by doubt and suspicion on your part. You say, on July 18th, that you never thought he was a crook -- your letters to him and to Bert do not bear out that statement. If ever I read veiled hints that you were being cheated, it was in your letters to Schuy and to Bert. And you say that it was all because you couldn't swallow the idea of disposing of the old place! Well, all I can say at this point is that because you couldn't swallow that idea, a great many, many people have been put to a lot of unnecessary trouble and expense!

And lest I sound too harsh, let me assure you that I understand your feelings on that score. I understood it and so did Schuy; but why did you have to turn your emotions into suspicions and nasty slurs against Schuy? He told you that you could keep the house if you wished; yet surely you must be able to understand that after the insulting remarks you made time and again, and after your continual disregard

for our interest in all this, Schuy could do nothing but write to you and suggest that all mutual affairs be terminated. He may have been a fool at some time in the past, Grete, but as far as you are concerned he has no intention of being one again.

All of which gets us back to the matter of whether or not we are to buy the house from you. Incidentally, the place is a mess now. The phone company has built right up to the driveway, and the front and back yards are piled high with bricks and pipes and wires and timber. If we don't take some action soon, the city will probably condemn the place; it is an eyesore. But we plowed our way through the debris and went through the house again last week; it is still a good sound house which could provide excellent housing for someone in a different location. However, we cannot act as Boy and Girl Scouts in providing that housing for someone. If we are to undertake the headache of having the house moved, we can only do so if the deal will be profitable for us as well as for someone else. And the increase in the cost of the lot has taken a large chunk out of that profit.

Schuy therefore talked to Bert and having been assured that some sort of bill of sale was required before we undertook to have the house moved, the enclosed contract was drawn up. You will note that under its terms we do not agree to pay you \$1000. Instead, we agree to pay you 10 percent of the profits after the expenses of moving the house have been deducted from the sale price on the new site, these expenses including brokerage on the sale. You will perhaps rise up and scream that we are trying to cheat you; that is not so. We are trying to be realistic; we do not wish to be fools. We see no reason why we should have to pay out \$1300^{paid} to buy the same piece of property we could have bought three months ago, particularly since the raise in price is due only to your action of last May. You needed three more months to "swallow" the idea; surely, we should not have to swallow the extra cost in order to aid your digestion. And I might point out that while the house is being moved the risk will not be yours; your money will not be tied up in the lot or in the cost of moving etc. You will get your money from the sale of the land as soon as the deal is consummated; it will be our money which is tied up and you will receive 10% of the profits as the price of the sale of your interest in the house. It will therefore not be a joint venture, and your share of the proceeds of the sale of the land can be put to work for you in any way you see fit.

If you are not willing to sell Schuy and me your share of the house on this basis, then there are only a few alternatives as we see it. We do not feel that it would be a wise deal for us to have to pay \$1000 for the house, on top of the increased cost of the lot. We could continue to try to find a buyer for the house as is -- and the only buyer on the horizon might possibly be Muehlfeldt himself. He is notoriously known for taking houses away as a gift; but he himself would probably not be willing to pay for it, other than a token payment of a few hundred dollars. The other alternative would be to have the house torn down. If we have the house torn down, it will cost us money; people do not tear down houses for free. So, on that premise, the logical thing for us to do would be to do nothing; to let the time limit go by without moving the house, at which time it will revert to the phone company -- they will then either pay to have it wrecked or perhaps they will give it away to Muehlfeldt to move himself.

Schuy and I are not happy about the prospect of seeing the house torn down; but we have to be practical, and we feel that the deal outlined in the enclosed contract is the best we can offer for your share in the house.

If you sign the contract and return it to us as soon as possible, we will go ahead and buy the lot in question and will try to get the house moved immediately. Time is of the essence, Grete. If it is to be moved, it must be done as soon as possible before the bad weather starts in the fall. So, please let us know your decision immediately.

As far as the phone company deal is concerned, as soon as you sign the deed and return it to Bert he will start the ball rolling on the title search and the title can be brought down. This usually takes about two weeks, we understand, since we do not anticipate that there will be any problems. The title is clear as of now but the title company cannot act in just a few days. Then, once the title is clear the money will come out of escrow and the deal should be finished. But here again, since you have refused to permit Schuy to act for you, the check will undoubtedly be made out to the three of us -- and this means that it, too, will have to be sent to you in Australia for endorsement to an escrow account in Bert's custody. Then Bert can send you your check and send Schuy his.

I hope that your revoking the power of attorney has given you some comfort; it has certainly complicated the deal as far as a great many other people are concerned. Had the power of attorney still been in effect, Schuy could have sold the house to Bert or another third party ^{on paper,} and we could then have bought it back from that third party for whatever sum was agreed upon. It would not have been necessary to send umpteen papers back and forth. The same is true of the check in payment for the land; Schuy could have endorsed it over to Bert and Bert could have made the payment direct to you as he will do anyway; but it would not have involved the additional delay required to send a check halfway around the world.

I take issue with your statement in your letter of July 16th when you say that it is "unfortunate that our mutual affairs have closed on such a discordant note but then perhaps, money talks quite loud at times". I too think it is unfortunate that there has been discord; but I resent your implication that all Schuy is concerned about is the money involved. Perhaps when you re-read some of our recent letters, along with this one, you will see how many people are involved in this deal and how much time and energy has been spent in trying to get it settled. It is more than a question of the money involved; it is a question of maturity and confidence and trust and integrity in going through with a deal made in good faith.

There still remains the matter of the household furnishings which you want shipped up to Wheaton. I'll let Schuy write you the details on that when he comes back next week. He has some wishes in the matter which I believe you should respect. Also, may I suggest that it is hardly businesslike for us to call a moving company and tell them to get paid by Hahn in Wheaton. No company would accept a shipment on that basis. Therefore, please write to Hahn and clear it with them so that they are willing to accept the shipment and pay for it and let us have a copy of some authorization to give to a local mover here. Or perhaps you would prefer to have the shipment sent to Hahn's in Bert's custody and let Bert pay the charges for you. Whatever you decide please do so without delay; Schuy and I both feel very strongly that a division of property should be made right here and now. Despite your kind offer to allow us to use the dining room table until you may wish it at some date in the future. We have no wish to become embroiled in any unpleasantness in the future, and we feel it much

wiser to have you put all your belongings in storage where you can get at them any time you wish. I would greatly appreciate your taking care of this matter as soon as possible, Grote, because we are finally getting around to expending some of our energy on redecorating and refurnishing our home here and we would like to have the space for our own things. Schuy will send you an inventory of exactly what is to be sent to Hahn, per your instructions; and please let us know just how you want the deal handled. My personal opinion is that Hahn may not take too kindly to the idea and that Bert would be the man to act as your agent on the matter; but that is only a suggestion.

I think that pretty well brings you up to date on the details. We'll keep you informed as soon as we hear from Bert. I asked him to wire us when he had received the deed from you so that we would know things were about to progress once more. And please let us know your wishes with regard to the house in Wheaton. If you are willing to accept the offer we have made, again let me say that time is important. By now the price of the lot may have gone up to \$4000 - who knows?

Forgive the note of bitterness throughout this letter -- by now I am completely fed up with the whole matter and want only to be rid of it as soon as possible. It has consumed far too much of our time and our thoughts, and that I do resent. It seems rather a pity that adults should become involved in such a complicated affair for no really good reason; it is nearing an end, thank goodness, and please do not delay any further in getting all necessary papers back to us. The deed should be returned directly to Bert in Wheaton. He may have to add a few more words to the legal description, he says, but that can be done after you sign it. Next time you have to swallow something distasteful, please give a little more thought to the other guys involved, won't you?

Best wishes.

A handwritten signature in cursive script, appearing to read "Jean".

There is a
duplicate of this
contract - as soon as
Schey returns he can
sign it & forward it
to you for your files -

If you will sign this
& return it to us,
one, Schey & I can
sign it when he
returns & then file it
for establishment of
the title -

J

CONTRACT OF SALE

This contract of sale is drawn for the specific purpose of making disposition of the house and garage now owned jointly by Grete Reber, a bachelor, and Schuyler C. Reber and Jean Powers Reber, his wife. The house and garage now stand on the plot of land purchased by the Illinois Bell Telephone Company and known as 212 West Seminary Avenue, Wheaton, Illinois; and under the terms of the purchase contract between the Illinois Bell Telephone Company and the aforementioned individuals the ownership of the house and garage remains with the aforementioned individuals and they are permitted to remove the structures from the site within 100 days from the effective date of that contract.

It now being the intent of Grete Reber to relinquish his title to the house and garage, now therefore, for \$10.00 and other good and valuable consideration, I, Grete Reber, a bachelor, (herein called the Seller) do sell, transfer, assign and release my share of ownership in the house and garage described above (herein called the Structures) to Schuyler C. Reber and Jean Powers Reber, his wife, (herein called the Buyer), and herewith state that there are no mortgages, liens, or unfulfilled claims of any kind on these Structures, and that I convey clear title to the Buyer effective with the signing of this contract of sale.

In consideration for making this bill of sale the Seller shall receive, at a future date, ten percent (10%) of the profit realized from the sale of the Structures after they have been removed to a new site. The profit shall be determined by adding together all costs relevant to the removal of the Structures from their present location to a new site, including the cost of a new site, moving, permits, wire costs, and costs of putting the Structures in salable condition on the new site; and also adding together all selling expenses including broker's commissions, sales expense, title expense and proration of taxes; and deducting these total costs from the net proceeds of the sale of the Structures on the new site.

An amount equivalent to 10% of the profit as determined in the foregoing paragraph shall be payable by the Buyer to the Seller from the proceeds of the sale of the Structures on the new site and an itemized statement of all costs shall be submitted by the Buyer to the Seller and shall be reconciled with the net sales price, such payment and reconciliation to be made within thirty days after the Buyer has received payment for the resale of the Structures.

SGD.

Date:

SEAL:

SGD.

Date:

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