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	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	Fluxus	VI.A.58

March 17,1976

Dear Mr. Ordover,

You are to return to me the five hundred and eighty dollars I gave you to give to Mr. Maciunas when and if he completed work on my loft.

Up to date he has not done a bit of work.

Up to date I have been assessed once for three hundred and twenty nine dollars; a second time for three hundred and sixtynine dollars. These assessments are for bills that were not paid (or revealed in contract) prior my entering the COOP. and for repairs for faulty work in the building.

You are to return to me my money you have in escrow immediately and go after the thousand dollars he owes me for the Liffin deal, since you thought it wise to release the thousand to him. In fact I would like you to go after the money plus \$60 dollars financial charges for the use of the money plus the return of \$350.00(see below)

In the contract the seller guarantees all work and the loft should be livable. The photos that I sent you of work that needed fixing were never done infact partitions are separating from ceiling and walls, paint are peeling. The hot water was turned off by the city because of violation and will be off indefinitely. Electric wiring, faulty in the DCbox caused a fire in the building. And risens have to be reconstructed. \$500? No.

The eighty seven dollars for meters is non existence since the contract specifically stated \$350. with no provision for additional monies upon the whim of Mr. Maciunas. In fart I want back the \$350.00 that I gave Mr. Maciunas for the meters because Con Edison refuses to install the meters because of improper installation of the wires I am informed by the COOP that I would have to pay for rewiring. \$87? No! He should return \$350.

For the eighty three dollars for risers, I don't know what heitalking about, it is not in the contract, if so he probably said it was a gift in the contract. Any way I understand that the risers will have to be reworked and I will bpaying for that also. \$83? No!

Money due me, \$1580, plus \$350 plus financial charges to date at \$6\$60 plus anything you can get for mental anguish, and physical hardship for his impropriety in his representation of facts.

Sincerely

The Museum of Modern Art Archives, NY

Collection: Series.Folder:
Fluxus

T. A. 58

JERALD ORDOVER ATTORNEY AT LAW 540 MADISON AVENUE NEW YORK, N. Y. 10022

(212) 371-9558

March 26, 1976

Mr. George Maciunas 80 Wooster Street New York, New York

Dear George:

I enclose a copy of Charles Jarm's letter to me of March 17, 1976 in which he states that you never completed work on his loft. I assumed that you had done this work after the escrow arrangement was set up in June, since neither of you brought that point up. All of my concerns since then had related to the Litfin refund arrangement.

I also enclose a copy of the letter that Mr. Jarm sent to me on July 24, 1975, along with photographs of defective areas of the loft, which he now tells me have never been repaired.

I urge you to attend to these repairs as soon as possible. This does appear to be work you should have done and I think that in the interests of fairness and future relations with Mr. Jarm and the co-op you should proceed to have this work done immediately. Please communicate directly with Mr. Jarm about this.

Finally, you should authorize me to release the remaining \$170.00 to Mr. Jarm. The matter of the risers and the meter work is really something between you and the corporation, not the individual members. It is obviously something which has to be ironed out ona building-wide basis and to bother just one shareholder is to raise problems that are out of proportion to the amount involved. Please be good enough to give me a note to this effect.

JO:by: enc. cc: Charles Jarm

The Museum of Modern Art Archives, NY

Collection: Series.Folder:
Fluxus II. A. 58

JERALD ORDOVER
ATTORNEY AT LAW
540 MADISON AVENUE
NEW YORK, N. Y. 10022

(212) 371-9555

April 27, 1976

Mr. George Maciunas 141 Wooster Street New York, New York

Re: Charles Jarm

Dear George:

Despite my efforts to answer Jarm's charges, every new letter from him contains wilder charges and more threats. There is little I can do about this, but I would like to give back to him the \$170 I am holding in escrow.

I have written to him that you are unable to do any work in his unit because of the "stop work" order. However, at this time, hes apparently too angry at everybody to deal rationally with the actual problems. Would you please sign the enclosed release and mail it to me in the enclosed envelope so that I can send him the \$170. While you may feel that he will owe you this money, realistically you cannot expect to have him agree to its release to you in the foreseeable future, until a basic solution covering the entire building is reached. At that time, as part of the settlement, any monies due to you would have to come through the co-op.

Therefore please let me give this money back to him. I don't really expect that he will stop sending his angry letters to me, but it will be one less item for him to bother me about.

I will try to answer the items in your recent letter separately and during the next few days.

Sincerely yours,

Jerald Ordover

JO:by: enc.

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	Fluxus	Ⅵ.A.58

April 28, 1976

Jerald Ordover, Esq. 540 Madison Avenue New York, New York

Dear Mr. Ordover:

You are hereby authorized to release to Charles Jarm the sum of \$170 which you have been holding in escrow in connection with his unit 3D at 141 Wooster Street, New York, New York.

Very truly yours

George Maciunas

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	Fluxus	IJ.A.58

April 28, 1976

Jerald Ordover, Esq. 540 Madison Avenue New York, New York

Dear Mr. Ordover:

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Jarm the sum of \$170 which you have been holding in eacrow
in connection with his unit 3D at 141 Wooster Street, New York,
New York.

Very truly yours

George Maciunas

	Collection:	Series.Folder:
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139 MULBERRY ST. NEW YORK, NEW YORK JULY 24, 1975

MR. JERALD ORDOVER ATTORNEY AT LAW 540 MADISON AVE. NEW YORK, N.Y. 10022

DEAR JERRY,

DO NOT RELEASE THE \$580.00 HELD IN ESCROW UNTIL DIRECTED BY ME. ALL RENOVATIONS ARE NOT DONE, AS INDICATED BY THE PHOTOS.

THE INTERCOM IS NOT WORKING.

I WILL WRITE YOU MORE FULLY WHEN I GET OVER MY FLU.

SINCERELY,

CHARLES JARM

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JERALD ORDOVER ATTORNEY AT LAW 540 MADISON AVENUE NEW YORK, N. Y. 10022 (212) 371-9555

March 26, 1976

Mr. Charles Jarm 139 Mulberry Street New York, New York 10013

Dear Mr. Jarm:

With this letter and the enclosed letter to George Maciunas, I am closing out my involvement in this matter except with respect to the small escrow amount I shall continue to hold, as hereinafter described. As I stated to you in my March 15th letter, I cannot continue to serve as your lawyer in this matter. I am communicating your position to George and, as the enclosed letter to him indicates, have urged him to remedy the effects of which you complain.

Until the recent series of letters from you, I took your silence, which extended through the last half of 1975 and beyond, to indicate that George had or was completing work on your loft. However, I have made this point in previous letters and shall not repeat myself.

With respect to the statement from George which I sent to you on March 15th, I have disputed with him his claim for \$87.00 for the meter work and \$83.00 for the riser, for a total of \$170.00. I obtained this money from him plus the \$90.00 which he concedes owing you under that statement of his. This totals \$260.00, which appears in the accounting below:

1.	Held in escrow by me: Received from George on	\$580.00
2.	3/17/76	260.00
	Total	\$840.00
	Amount of escrow to be released to Jarm:	670.00
	To continue to be held in escrow by me	\$170.00

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Mr. Charles Jarm March 26, 1976 Page 2.

From this total sum of \$670.00 now to be released to you, I am applying \$200 to pay the balance of your bill which has been due to me since June 27, 1975 and enclose herewith my check in the sum of \$470.00.

As my letter to George Maciunas indicates, I am advising him to authorize the release of the additional \$170.00 from escrow, on the grounds that these items should be ironed out by him with the co-op itself and not with individual members. If he agrees, I shall immediately send this amount to you.

Thereafter, if George does not take care of the items of work mentioned by you, you can have the work done by others and then bill or sue him for the actual cost.

Very truly yours,

Jerald Ordover

JO:by: encs.

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	Fluxus	VI.A.58

JERALD ORDOVER ATTORNEY AT LAW 540 MADISON AVENUE NEW YORK, N. Y. 10022

(212) 371-9555

March 26, 1976

Mr. George Maciunas 80 Wooster Street New York, New York

Dear George:

I enclose a corrected copy of the March 17th escrow note you signed. The correct amount to be released is \$90.00 according to your schedule, and it is \$170 that I am to hold; the numbers were transposed and I enclose a corrected copy of that agreement.

Sincerely yours,

Jerald Ordover

JO:by: enc.

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	Fluxus	VI.A.58

Re Charles Jarm. March 17, 1976 It is agreed that of T Maguenas from H. Fried hold back \$260 and place tus \$260, George auth until the Macunes ove or payments for extra 5- Placunals also agrees to -0 V the \$580 X have been holding in escrow. agreed to:0

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Fluxus	VI.A.58

Re Charles Jarm. March 17, 1976 It is agreed that of the \$300 due to Robert Watts and bings laquenas from At Friedrich shall hold back \$260 and place of this \$260, George auti release \$70 to Charles until the Macunes overal old \$190 in gesorow claim for payments for extra letermined at which money shall be reliased Dayment of Jarm share any stomes due, o Dease to Jann 5-Macunals also agrees to ellase to he \$580 & Show heen holding agreed to:0

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	Fluxus	VI.A.58

Checho sound by Itha ron Escrow Heiner Friedrich. to Bootstlatts \$2000 to George Macuins Total # 2740 certify that pply \$260 in another, The balance owed by - 141 Wood Cero tod Mudi 17, 1976 at new york

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	Fluxus	Ⅵ.A.58

Refund due to 1000 2000 div. 4 24 abserd to repay the

	Collection:	Series.Folder:
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JERALD ORDOVER ATTORNEY AT LAW 540 MADISON AVENUE NEW YORK, N. Y. 10022

March 9, 1976

Mr. George Maciunas 80 Wooster Street New York, New York

Re: Charles Jarm

Dear George:

I am still waiting for the statement from you regarding the \$1,000 refund due Charles Jarm. You told me that this amount would be reduced by work you had done for him, but I cannot deal with this until you give me the statement. In your statement, please also indicate that you have no further claim to any escrow money I have been holding in this matter and that you agree to the release of the escrow.

Please be advised that until I receive this statement from you, I shall withhold payment to you of an equivalent sum from any money which may be due to you from any other client of mine. Please bear in mind that you had promised this to me before March 1, 1976.

JO:by

cc: Charles Jarm

derald Ordover

Very truly yours

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	Fluxus	VI.A.58

JERALD ORDOVER ATTORNEY AT LAW 540 MADISON AVENUE NEW YORK, N. Y. 10022

(212) 371-9555

March 9, 1976

Mr. George Maciunas 80 Wooster Street New York, New York

Re: Charles Jarm

Dear George:

I am still waiting for the statement from you regarding the \$1,000 refund due Charles Jarm. You told me that this amount would be reduced by work you had done for him, but I cannot deal with this until you give me the statement. In your statement, please also indicate that you have no further claim to any escrow money I have been holding in this matter and that you agree to the release of the escrow.

Please be advised that until I receive this statement from you, I shall withhold payment to you of an equivalent sum from any money which may be due to you from any other client of mine. Please bear in mind that you had promised this to me before March 1, 1976.

Very truly yours

JO:by cc: Charles Jarm

erald Ordover

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	Fluxus	VI.A.58

JERALD ORDOVER ATTORNEY AT LAW 540 MADISON AVENUE NEW YORK, N. Y. 10022

(212) 371-9555

June 30, 1975

Mr. George Maciunas 80 Wooster Street New York, N.Y. 10012

Re: Charles Jarm and 141 Wooster Street

Dear George:

At this point, I am waiting for Charles to confirm to me that I may release an additional \$1,000 from escrow to the co-op, on account of the purchase price of his unit, since you did sign the letter of June 18, 1975.

I also asked him to let me know when he intends to move into the unit. For your part, I would like you to have his intercom repaired as soon as possible and please work on his vent fan as soon as possible and let both him and me know when it has been done. In any event, please don't let these tasks slide until an emergency need for the money arises.

J0/1d

Sincerely,

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	Fluxus	VI. A. 58

JERALD ORDOVER ATTORNEY AT LAW 540 MADISON AVENUE NEW YORK, N. Y. 10022

March 9, 1976

Mr. Charles Jarm 139 Mulberry Street New York, New York 10013

Dear Mr. Jarm:

I cannot return or release any money I am holding in escrow until I receive the requested statement from George Maciunas, since the money was originally part of the purchase price you were paying. When I receive this statement, which I asked you to press him for, I can try to wind up this matter. You would serve yourself better by dealing with the issues and following the procedure I suggested, rather than misquoting me.

If all I cared about was obtaining the balance of my fee, I could probably get a letter from George authorizing me to release the \$580, I could then deduct my \$200 and send you \$380. However, this would not secure for you an accounting for or the payment of, the \$1,000 which Maciunas is supposed to return to you. I believe I have a professional obligation to carry through to the conclusion of this matter on your behalf, even though you seemed determined to do nothing to help yourself or +o help me wind it up.

Very truly yours,

Jerald Ordover

JO:by

cc: George Maciunas

The Museum of Modern Art Archives, NY

Collection: Series.Folder:

Fluxus

T. A. 58

JERALD ORDOVER ATTORNEY AT LAW 540 MADISON AVENUE NEW YORK, N. Y. 10022 [212] 371-9555

March 1, 1976

Mr. Charles Jarm 139 Mulberry Street New York, New York 10013

Dear Mr. Jarm:

Following my letter of February 23, 1976, George Maciunas communicated with me and advised me that Jeffrey Litfin had not purchased his loft so that you are entitled to the return of \$1,000 of the purchase price, less amounts due him.

This is the first notice I have had that he did not make this purchase. Your letter of February 18, 1976 made no reference to this fact whatsoever. This makes all the more pertinent the point of my February 23rd letter, that you should have kept in touch with me and kept me advised of developments, so that I could have been of more help to you.

In his conversation with me the other night, Maciunas said that he would prepare and send to me a statement showing what additional amounts were due to him and he would remit the balance of the \$1,000 to me for you. I am sending him a copy of this letter, as a reminder for him to do so. I suggest that you should also press him for the statement and then call here to arrange an appointment with me. You should also let me know whether all of the work has been completed in your loft.

Very truly yours,

Jerald Ordover

JO:by cc: George Maciunas

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	Fluxus	VI.A.58

INVOICE

June 6, 1975

To: Charles Jarm 141 Wooster st. loft 3D New York

For replacing translucent wire glass with clear wire glass, repairing existing windows, labor and materials:

\$ 240

George Maciunas 80 Wooster st. New York, N.Y. 10012

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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JERALD ORDOVER ATTORNEY AT LAW 540 MADISON AVENUE NEW YORK, N. Y. 10022

June 8, 1976

Mr. Charles Jarm 139 Mulberry Street New York, New York

Dear Mr. Jarm:

I was finally able to obtain a release from George Maciunas authorizing me to turn over to you the \$170 which I have been holding in escrow, relating to your purchase of a loft unit at 141 Wooster Street. Enclosed please find my check in that amount of \$170 payable to you.

Very truly yours,

Jerald Ordover

JO:by: enc. cc: George Maciunas

	Collection:	Series.Folder:
The Museum of Modern Art Archives, NY	Fluxus	VI.A.58

JERALD ORDOVER ATTORNEY AT LAW 540 MADISON AVENUE NEW YORK, N. Y. 10022

[212] 371-9555

June 18, 1975

Mr. George Maciunas 80 Wooster Street New York, New York

Dear George:

As you know by now, I met with Charles Jarms, Gil Johnson and other co-op members last night and out of this meeting came the following resolution of the Jarms matter:

- 1. You will give Charles, or send to me, a letter stating that Unit 3-D is "substantially finished and set for occupancy" pursuant to Paragraph 11 of the Agreement of March 22, 1975.
- 2. You will give us a letter, utilizing the attached form, or in similar form acceptable to my client, stating that if Jeffrey Litfin fails to purchase an "A" unit at 141 Wooster Street, you shall refund \$1,000 of the purchase price to Charles Jarms promptly after such cancellation by Litfin, and if you are unable to make this payment immediately, you agree that it shall be paid to Charles Jarms out of the first money received by you or any of your associates from the sale of the first "A" unit sold thereafter, whatever the price at which you sell that unit.
- 3. Charles is delivering a check for \$3,204 to Gil Johnson for the co-op today, on account of the purchase price, and pursuant to your memorandum to the co-op dated June 16, 1975. An additional \$1,000 will be delivered to me and I will hold it in escrow only until I receive from you the letters referred to above. Gil Johnson indicated that this delay on the \$1,000 would not injure the co-op's finances.

The payment being made by Jarms is based upon the following:

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Mr. George Maciunas

-2-

June 18, 1975

contract	March 22, 1975	\$ 2,500.00
Mailbox		24.00
		190.00
Meter assessment		350.00
June maintenance		140.00
	Total	\$ 3,204.00

NOTE: I will be holding \$1,500 in escrow, \$1,000 to be paid over to the co-op upon receiving the letters mentioned above and \$500 conditioned upon completion of the renovation work in the unit.

NOTE: Under Para. 7 of the contract of March 22, 1975, Jarms is not required to pay maintenance until after the closing date (which could not be earlier than today) or seven days after receiving written notice that the renovation has been completed. He is, however, paying the full June maintenance as a goodwill gesture to the co-op. He is not prepared to pay the charge for new window panes at this point, since the work done replaced broken panes and he had no prior notice that this was not a normal part of the job. We are ready to discuss this with you in a calm atmosphere, if you will provide such an atmosphere.

4. As for the old and outstanding bills which Charles learned of only last week, the co-op members and I explained to him that we were all confident that you would ultimately make good on those which were your responsibility. It was also agreed at the meeting that if any additional assessments were required either to meet the other members' share of these expenses or expenses of yours which you did not meet, they would be allocated among the shareholders not only on a "pershare" basis but also on a time basis, that is, allocated according to the period of time that the co-op unit was owned.

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Mr. George Maciunas

-3-

June 18, 1975

This means that if, for example, a bill covers a two-year period and it was purchased one year into that period, the new owner would be responsible for half of that unit's share of the assessment and you or your associates would be charged with the first half. This seemed to be the fairest way to deal with this problem, if it ever becomes a problem.

This letter has gone on long enough. Please list your comments, if any, and send or deliver the requested letters to me as soon as possible so that I can release the \$1,000 to the co-op in accordance with your June 16 memorandum.

Sincerely yours,

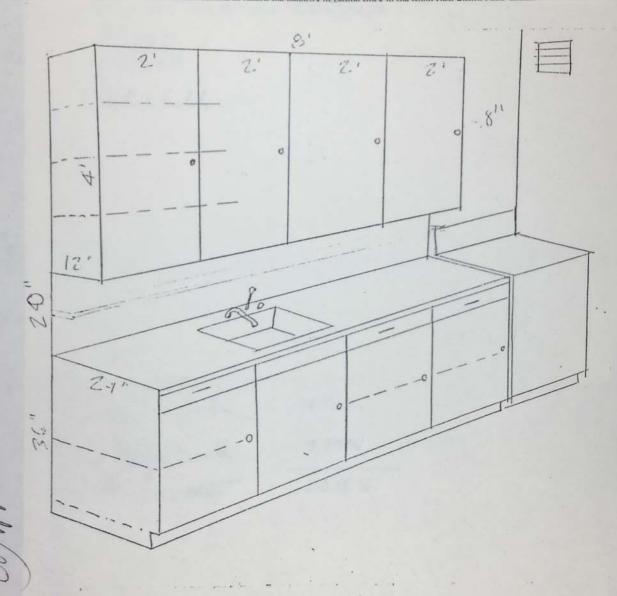
Jerald Ordover

jo/jm

71. 14	Collection:	Series.Folder:
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April 1, 1975

The majority of the lessees owning of record the majority of capital stock in the Good Real Realty Corn hards



STANDARD KITCHEN CABINET

	Collection:	Series.Folder:
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April 1, 1975

The majority of the lessees owning of record the majority of capital stock in the Good Deal Realty Corp. hereby approve and consent the sale by Nijole Valaitis of loft 3D to Charles Jarm

Am Tanh 14%

Shirley Smith 7,29%

Lints 64,16%

64,16%

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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A

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Pay to the order of Canal Lumber Co, Night Valantis

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372

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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April 1, 1975

The majority of the lessees owning of record the majority of capital stock in the Good Deal Realty Corp. hereby approve and consent the sale by Nijole Valaitis of loft 3D to Charles Jarm

K. Lvatt

April 1, 1975

The majority of the lessees owning of record the majority of capital stock in the Good Deal Realty Corp. hereby approve and consent the sale of loft 8D by George Maciunas to Lawrence Osgood.

Mill For Maciunas & Valaitis - 14.29% + 14.29%

1 July With 14.29%

My Tark 14%

Shirley Smith 7,29%

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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April 1, 1975

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for Maciunas & Valaitis - 14.29% + 14.29% 64,16%

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Fluxus	V.A.58

GPIDOM

June 18, 1975

Mr. Charles Jarms c/o Jerald Ordover, Esq. 540 Madison Avenue New York, New York 10022

Dear Mr. Jarms:

This is to advise you that Unit 3-D at 141 Wooster Street in Manhattan is substantially finished and ready for your occupancy. This notice is given to you pursuant to Paragraph 7 of the contract made between you and Nijole Valaitis dated March 22, 1975 and Paragraph 11 of that contract. We are ready to close and it is our understanding that you are paying the sum of \$3,204 to the co-op, Good Deal Realty Corp., today and are depositing the balance of the sale price, \$1,500, in escrow with your attorney, Jerald Ordover.

We also agree that in the event that Jeffrey Litfin fails to purchase an "A" unit at 141 Wooster Street from me or Nijole Valaitis or Robert Watts by August 31, 1975 or if he sooner cancels his current deposit binder, we shall refund to you \$1,000 of the purchase price paid by you. This refund will be made to you promptly after the cancellation by Litfin or his failure to purchase, but in any event it shall be repaid to you out of the first money which we may receive from the sale of the first "A" unit sold, whatever the price for which it is sold.

We further agree that if any "A" units are sold before cancellation by Litfin or before August 31, 1975, we shall place \$1,000 of the sale price in escrow with your lawyer, Jerald Ordover, to secure our performance of this agreement. The purchase of an "A" unit by Litfin shall immediately terminate this obligation on our part.

This letter is given to you with the understanding that your attorney, Jerald Ordover, will immediately pay over to the co-op \$1,000 on account of your purchase price, which he is holding in escrow.

		Very truly yours,
Agreed and consented to Nijole Valaitis	by: Robert Watts	George Maciunas
By: her attorney in fact	By: / his attorney in	fact

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1. 151/2 × 40 Wire.

1. 151/2 × 411/2 Wesh

151/2 × 411/2 plain

151/2 × 411/2 wire

151/2 × 411/2 wire



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Gas heater vent: Metal-bestos brand, class B vent, each 5" round connected to 12" round stack, Backdraft protection in roof housing.

Kitchen ventilation: 18Ga. 8"x 8" ducts with fusible registers at each kitchen, connected to 18Ga.12"x 12" stack rising through roof, continuously operating exhaust fan in roof housing. 1hr board tied with wire.

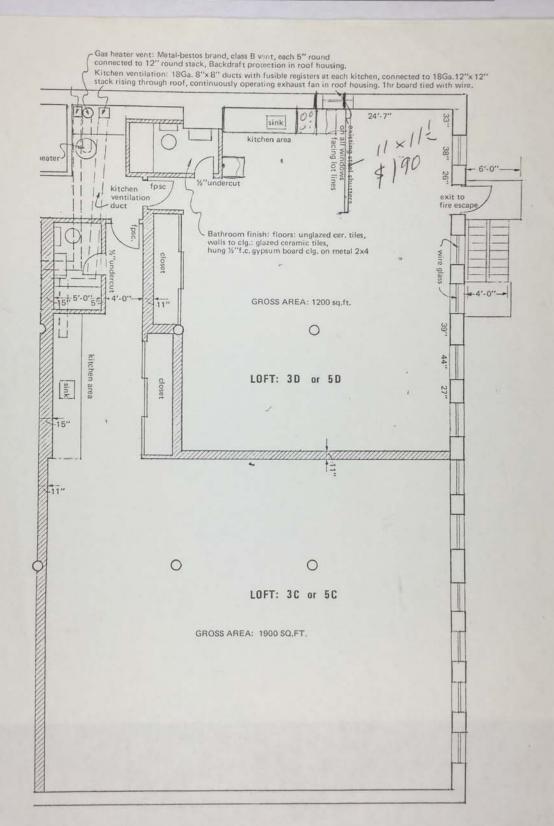
sink

151/2 × 411/2 Clear Wire (cracked) 151/2 × 40 - 7 11 381/4 × 151/2 Translucent

" 38 × 1434 " /h

, 411/2 × 20 Clear 381/2 × 16 "

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The Museum of Modern Art Archives, NY

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