ARNOLD & PORTER

Cynthia A. Giordano
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555 Twelfth Street, NW
Washington, DC 20004-1206

June 7, 2002

RECEIVED
D.C. OFFICE OF ZONING
2002 JUN -7 PM 3:52

Board of Zoning Adjustment
441 Fourth Street, N.W.
Suite 210
Washington, DC 20001

Re: BZA Case No. 16823; Toutorsky Mansion

Members of the BZA:

In accordance with the BZA's request at the June 4th hearing on the above-referenced case, we are submitting the following attached materials herewith and hand delivering the same today to all parties in the case:

(1) an outline summarizing the applicant's proposed use of the property with illustrative floor plans (Exhibit No. 1);

(2) the draft agreement which was negotiated with several neighbors previously (Exhibit No. 2). The applicant is willing to sign this agreement with modifications which reflect the reduction in the number and type of events which may be held at the property. The applicant is also willing to consider other additional modifications as proposed by the neighbors; and

(3) background information on the history of the subject property (Exhibit No. 3).

Thank you for your continued consideration of this matter.

Sincerely,

ARNOLD & PORTER

Cynthia A. Giordano

Enclosures

cc: All Parties
David McGettigan, Office of Planning

BZA
Case No. 16823
Exhibit No. 62

Board of Zoning Adjustment
District of Columbia
CASE NO.16823
EXHIBIT NO.62

TOUTORSKY MANSION
Bed & Breakfast
Description of Renovation
and Operations Plans

I. Renovation Plan

A. House will be completely renovated inside in accordance with U.S. Department of Interior Standards. A historic tax credit is being applied for at this time. In addition, a façade easement is being donated to the L'Enfant Trust.

B. Interior will be largely unchanged structurally. Several new bathrooms will be added and the uppermost (fourth) floor – previously used as an attic – will be finished for a two-bedroom suite to be occupied by the owner/operator.

C. Use Description by Floor (refer to floor plans attached hereto as Attachment "A"):

1. 1st Floor -- reception area, salon, parlor, dining room, and small kitchen;

2. 2nd Floor -- 4 bedrooms and 4 baths;

3. 3rd Floor -- 3 bedrooms, 3 baths, a business office, part of owner/operator suite;

4. 4th Floor -- owner/operator suite;

5. Lower Level (formerly an English Basement Apartment) – 2 bedrooms, 3 bathrooms, small gym/exercise equipment room, media/computer room, storage, laundry facilities and mechanical/furnace room; and

6. Carriage House (no floor plan available) – 2 car garage below, bedroom and bath above.

II. Summary of Operational Plans

A. B&B Character. B&B will be a small, upscale operation with nightly rates in the range of $200-500. Rooms will be furnished with period antiques.

B. Services/Amenities

1. meals limited to breakfast only, except for events;

2. onsite media room and exercise facilities.

C. Guest Parking

1. valet parking will be offered at no additional cost – valets will park cars offsite at nearby commercial garages.

D. Guest-Sponsored Gatherings

1. Registered guests will be able to host gatherings and events (*i.e.*, birthdays, weddings, etc.) onsite.

2. Gatherings in excess of 10 non-registered guests will be limited to a total of 24 per year (with a maximum of 2 per month). No more than 150 people will be permitted to attend any event.

3. Events shall end no later than 9:00 p.m.

4. Parking for events will be a valet arrangement with all cars parked offsite at nearby commercial garages and/or lots.

5. Tables and chairs for gatherings will be owned by the operator and stored onsite.

E. B&B Employees

1. The resident owner/operator, Humberto Gonzalez, will manage the B&B.

2. A total of four employees will be engaged by the owner/operator, two of which will be part time. A fifth employee may reside at the B&B along with the owner/operator.

F. Courtyard Use

1. No events will be held in the courtyard, with the exception of wedding ceremonies.

2. No breakfast buffet will be set up in the courtyard.

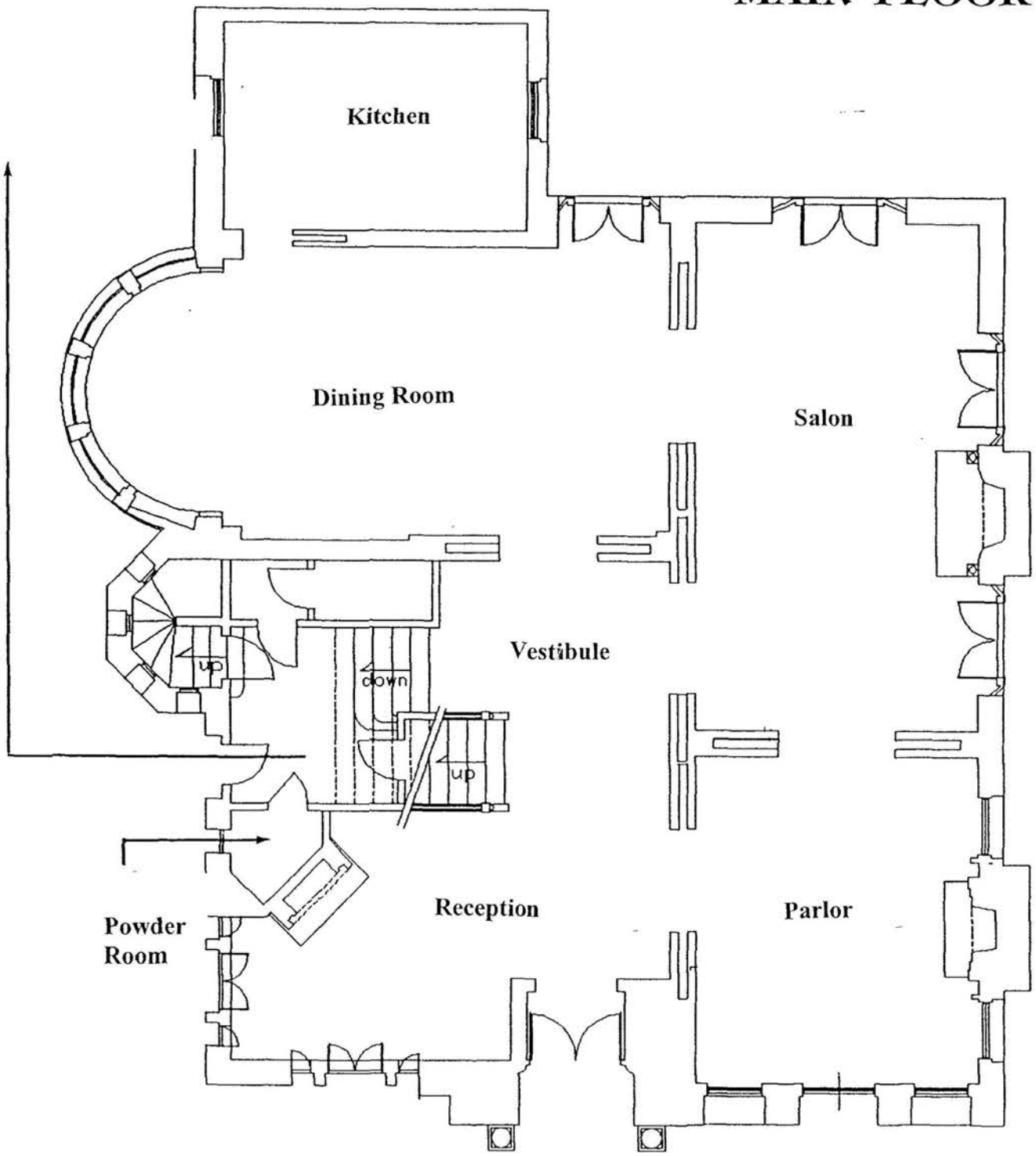
3. Courtyard lighting will be directed away from neighboring buildings.

G. Trash

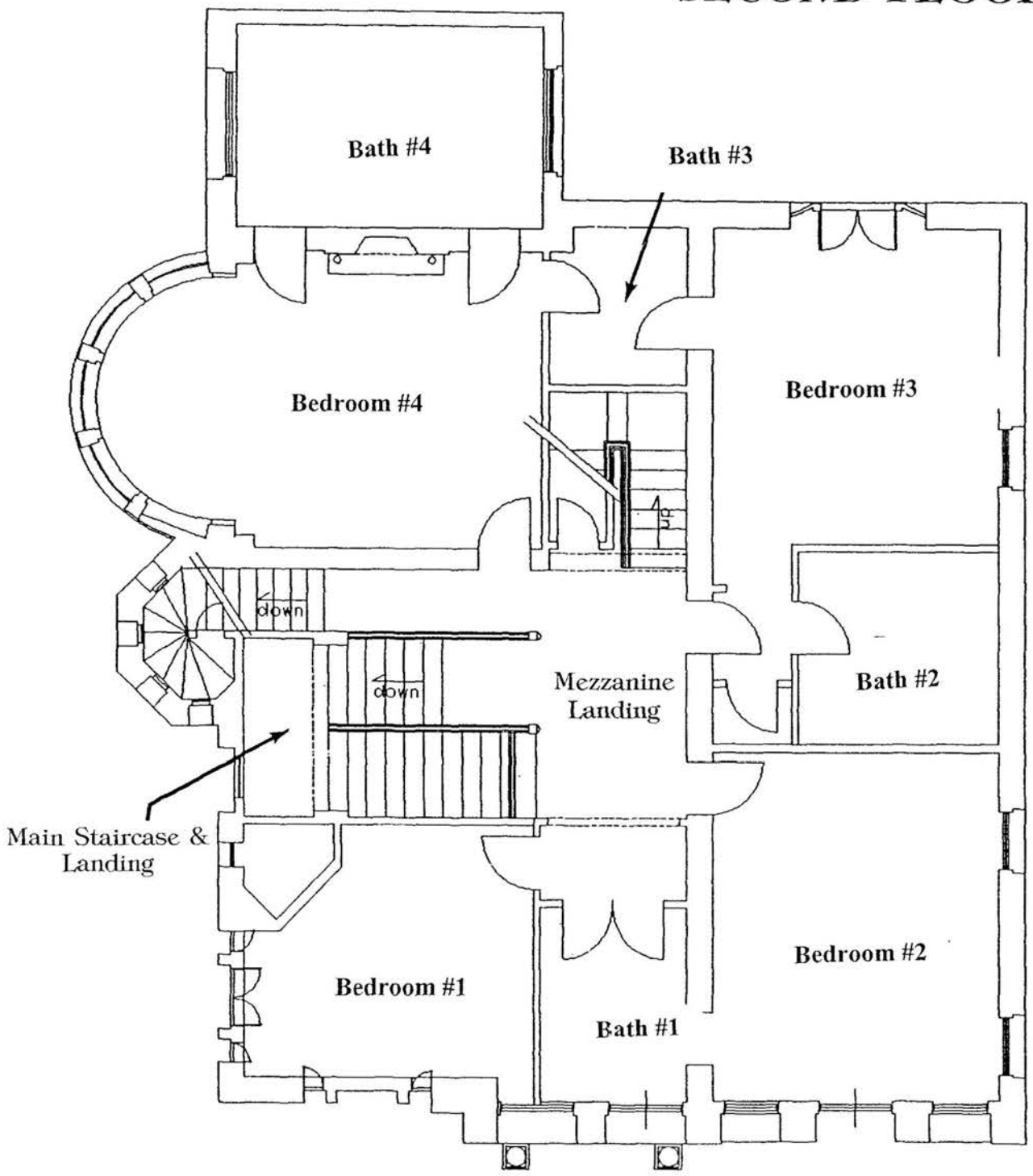
1. Trash will be kept in the brick enclosure behind the B&B and will be picked up a minimum of twice per week.

Attachment "A"

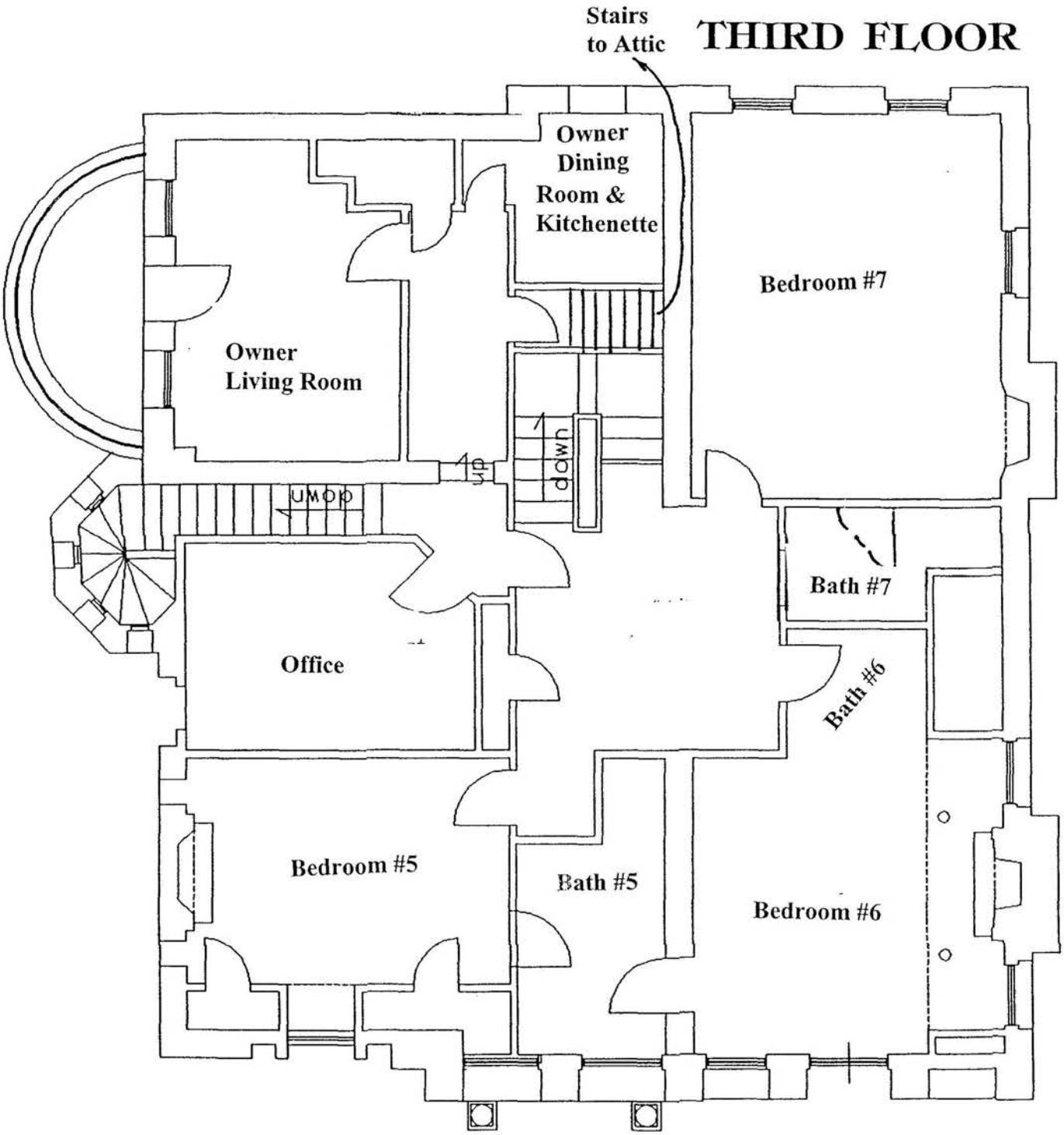
MAIN FLOOR

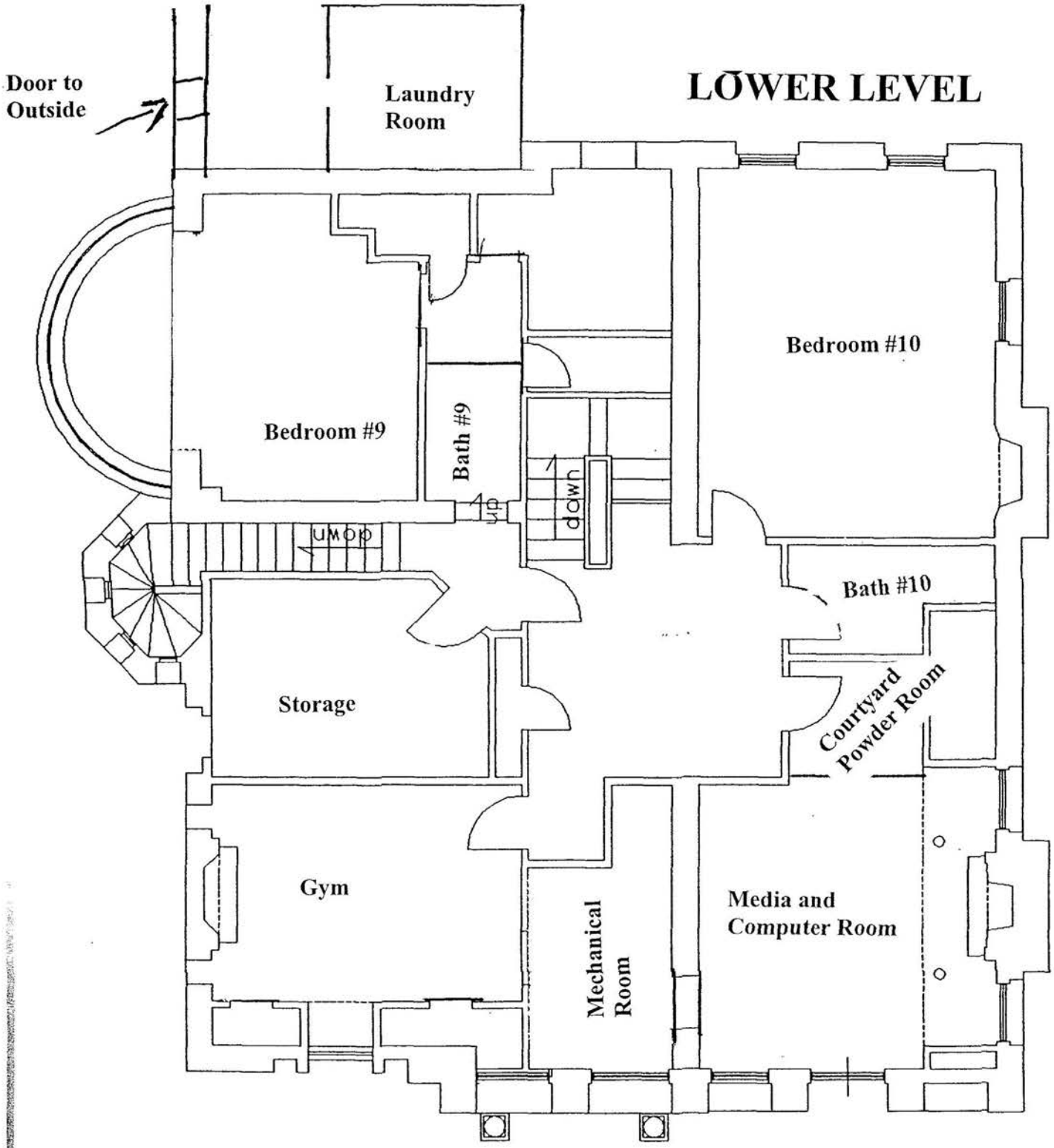

Kitchen
Dining Room
Salon
Vestibule
up
down
up
Powder Room
Reception
Parlor

SECOND FLOOR



THIRD FLOOR


Stairs
to Attic
Owner
Dining
Room &
Kitchenette
Bedroom #7
Owner
Living Room
up
down
Bath #7
Office
Bath #6
Bedroom #5
Bath #5
Bedroom #6


Door to Outside
Laundry Room
LOWER LEVEL
Bedroom #10
Bedroom #9
Bath #9
up
down
UMOP
Bath #10
Storage
Courtyard Powder Room
Gym
Mechanical Room
Media and Computer Room

ATTIC (Owner Suite)

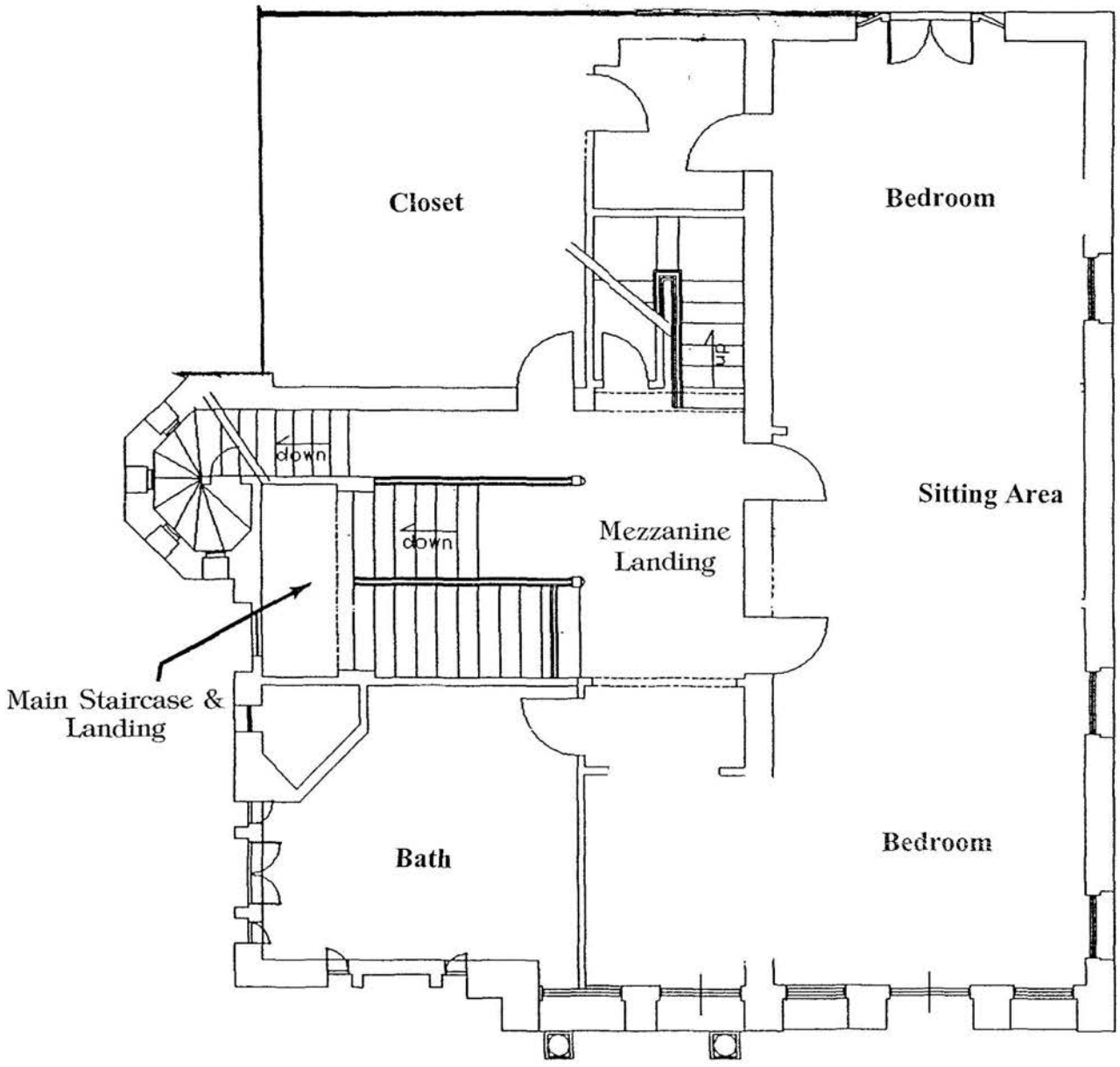


Exhibit No. 2

NEIGHBORHOOD COOPERATION AGREEMENT

This AGREEMENT, made as of this ____ day of _____, 2002, by and among the Tutorsky Mansion, LLC, a District of Columbia Corporation, represented by Mr. Humberto Gonzalez, its President, (collectively referred to herein as "Mr. Gonzalez"), Advisory Neighborhood Commission 2B (hereinafter referred to as "ANC 2B"), The Dupont Circle Citizens Association (Hereinafter referred to as "DCCA")and the undersigned neighbors of Mr. Gonzalez: _____ _____ (hereinafter, with their successors in interest, collectively referred to as the "Neighbors").

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D.C. OFFICE OF ZONING
02 MAR 29 PM 4:05

WITNESSETH:

WHEREAS, Mr. Gonzalez is the owner of 1720 16th Street, N.W., the Tutorsky Mansion, (herinafter "the building") which is formally known as Lot 800 in Square 178 and which is a contributing building to the Sixteenth Street Historic District; and

WHEREAS, pursuant to the application filed with the District of Columbia Board of Zoning Adjustment ("BZA") as BZA Application No. 16823, Mr. Gonzalez seeks variances (1) to permit up to 11 bed and breakfast guestrooms (he has a certificate of occupancy for 6 units), (2) to expand the number of permitted employees from 1 to 6 (on site at one time), and (3) occasionally to use the building for events; and

WHEREAS, the Neighbors, DCCA, and ANC 2B consider the retention of peace, order and quiet of the neighborhood of paramount importance; and

WHEREAS, the Neighbors, ANC2B, and the DCCA are concerned that unless the proposed operation of the Tutorsky Mansion as a bed and breakfast is in accordance with this agreement that the peace, order and quiet of the neighborhood may be severely undermined; and

WHEREAS, Mr. Gonzalez desires to address the various concerns raised by Neighbors, DCCA, and ANC 2B and recognizes the importance of living in harmony with his neighbors, and seeks to contribute toward the improvement of the neighborhood; and

WHEREAS, Mr. Gonzalez intends to minimize the impact of the building on the community arising from its expanded operations; to operate with consideration for the neighborhood with respect to noise, parking, trash, and other factors; and to maintain communication with Neighbors, DCCA, and ANC 2B to the fullest extent possible; and

WHEREAS, Mr. Gonzalez desires to obtain the support of Neighbors, DCCA, and ANC 2B as necessary to fully implement the proposed use of the building as modified under this Agreement; and

WHEREAS, Mr. Gonzalez, Neighbors, DCCA, and ANC 2B recognize the importance and necessity of working together closely to ensure, on a continuing basis, the compatibility of the proposed development with the qualities of the adjoining neighborhood.

BZA
Case No. 16823
Exhibit No. 38

NOW, THEREFORE, in consideration of the foregoing and of the agreements herein contained, and for other good and valuable consideration, as further described herein, the mutual receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Rules for Events

1. Events and functions (hereinafter referred to as "events"), are defined as receptions, weddings (with or without receptions); fund-raisers, conferences and meetings (with or without receptions); art openings; and other similar gatherings, whether arranged by Bed and Breakfast guests or non-guests. In any event there shall be no more than 33 events per year, further limited as follows:

2. Daytime events shall be limited to 60 guests, 15 per year and 2 per month. A daytime event shall be an event at any time between the hours of 8:30 a.m. and 5 p.m., Monday through Friday. There shall be no events after 5:00 p.m., Monday through Thursday.

3. Weekend events on Saturday and Sunday shall begin no earlier than 11:00 a.m. and end no later than 8:30 p.m.Weekend events on Fridays shall begin no earlier than 5:00 p.m. and end no later than 8:30 p.m. Weekend events for up to 110 guests shall be limited to 14 per year and 2 per month. Additionally, weekend events for up to 150 guests (but no more than permitted by the Fire Code in force at the time) shall be limited to 4 per year and one per month. Caterers for all weekend events may set up no earlier than 9:30 a.m. and will be cleared by 9:30 p.m. Friday evening events may begin as early as 2:00 p.m. if a single event. No events will be permitted for more than 150 guests.

4. Event organizers will be required to provide appropriate security.

5. If a wedding and reception are held at the Mansion, only the wedding portion of the event may be in the courtyard along with unamplified music. Pictures may also be taken in the courtyard. Otherwise no events will be held in the courtyard and there will be no music or speeches at any time

6. Events will not be scheduled in the courtyard. Reasonable efforts will be made to limit event guest access to the courtyard, including, but not limited to, posting and maintaining signs at the entrance to the courtyard stating that guests are restricted to the interior of the house, and prohibiting bar or food service in the courtyard. In the event of complaints from neighbors about loud talking or other objectionable noise, event guests will be required to return to and remain in the house. Moreover, whenever there is music or amplified speeches in the house, windows will remain closed.

7. Tables and chairs for events will be owned by Mr. Gonzalez and stored on premises.

8. To the extent that normal trash removal proves inadequate for catered events, the caterer will be responsible for removal of trash after an event.

9. Parking on premises will be for caterer, employees, guests, or family. The caterer will park its van in the garage area or across the driveway access to the garage on Riggs Place and will not block the alley or Riggs Place. Reasonable efforts will be made to assure the caterer will not double park on Riggs Place or block traffic on Riggs Place or the alley.

10. Parking for events will be in the parking lot of the Scottish Rite Temple or by valet parking at other parking garages, or both. Lineups for valet parking will be on 16th Street. Valet parkers shall not park on Riggs Place nor in the alley nor use Riggs Place or the alley as a drop-off area. Staff from the Building will supervise valet parkers to assure compliance with the rules. Mr. Gonzalez shall provide ANC 2B, DCCA and the neighbors with copies of parking agreements. Subsequently, a copy of the agreement with a parking facility shall be available to ANC 2B, DCCA, or the Neighbors on request.

Bed and Breakfast Operations

11. Delivery vehicles will not double-park on Riggs Place or park in or block the alley.

12. Unless it becomes impracticable, linens will be washed on premises and linen delivery will not be necessary.

13. Lighting at the rear of the premises will be sufficient to provide reasonable security but will be directed away from neighboring windows. Those lights not directed at the building will utilize low glare lights.

14. Parking for bed and breakfast guests will be at parking garages (for example, 11 DupontCircle and Universal North). Mr. Gonzalez will arrange to pay for the parking spaces as needed and will initially provide neighbors with a letter from such garages indicating the availability of such spaces. Subsequently, a copy of the agreement with a parking facility shall be available to ANC 2B, DCCA, or the Neighbors on request. Mr. Gonzalez will put up signs in the alley instructing guests and others not to park or stand in the alley.

15. Breakfast shall be served inside the house. Guests may bring food in the courtyard or occasionally have waitress service to clean away or deliver plated food. There shall be no buffet service in the courtyard. With the exception of weddings, there shall be no music in the courtyard.

Alcoholic beverages

16. With respect to the events contemplated herein, Mr. Gonzalez and his caterers will not seek other than a one-day license for the service or sale of alcoholic beverages and these shall be limited to 24 per year. If the ABC board by practice, law, or regulation ceases issuance of one day licenses, the parties will meet to negotiate the matter and a reasonable accomodation for the service or sale of alcohol at events will not be unreasonably denied or delayed. Beyond that, in no event will Mr. Gonzalez seek or obtain an ABC license.

Expansion

17. So long as the zoning of the subject property or any proposed expansion property remains residential, Mr. Gonzalez agrees not to expand his bed and breakfast or event site facility to other properties on the square or adjacent squares. Mr. Gonzalez further agrees not to initiate such a zoning change.

Trash

18. Trash will be kept in approximately five (5) trash cans which will be securely covered and stored in a bricked-in area adjacent to the alley. Trash pickup will be consistent with the frequency of city pickup but, in any event, no less than twice a week. However, when necessary, Mr. Gonzalez shall arrange for more frequent trash pickup. In addition, Mr. Gonzalez will take all reasonable steps to assure that trash cans are restored to the holding area after emptying and to prevent vermin.

Enforcement and Liaison Committee

19. The parties will establish a Liaison Committee which will include a representative of Mr. Gonzalez, a representative of ANC 2B, a representative of DCCA and two representatives of the Neighbors. The Liaison Committee will, by concensus, adopt rules for its operation consistent with the provisions of this agreement. Except for accepting its rules, the Liaison Committee will have no enforcement authority, including seeking arbitration, prior to issuance of a certificate of occupancy.

20. Mr. Gonzalez will provide the Liaison Committee with a schedule of events approximately once per month and additionally upon request. The members of the Liaison Committee who represent the Neighbors, the ANC and DCCA will receive complaints from neighbors alleging a violation of this agreement and communicate non-frivolous complaints to Mr. Gonzalez. Before initiating a proceeding, they will attempt to adjust and resolve the matter with Mr. Gonzalez. Mr. Gonzalez shall use best efforts to resolve the issue as promptly as possible. As part of such effort, Mr. Gonzalez will consider modifying its operations or take other appropriate action in such a way as to avoid further violations. If the issue is not resolved, the person or party raising the issue, or Mr. Gonzalez, shall notify the Liaison Committee. The Liaison Committee shall attempt to resolve the problem within 30 days to the satisfaction of all members of the Liaison Committee. During this process, Mr. Gonzalez, ANC 2B, DCCA and Neighbors are committed to working in good faith toward resolution of the problem. If the Liaison Committee cannot resolve an issue brought before it, any member of the Liaison Committee, may initiate arbitration.

21. The Liaison Committee will also work in good faith with Mr. Gonzalez to preserve the peace, order and quiet of the neighborhood.

22. The Liaison Committee will appoint an Arbitrator, when needed, by mutual consent, who will interpret and enforce this Agreement.

23. On as expeditious a schedule as possible, the Arbitrator shall conduct a proceeding where, with minimum formality, the Arbitrator will hear and determine the violations of this agreement, decide whether relief shall be granted and issue an appropriate order. The ruling of the Arbitrator shall be made within 30 days after conclusion of the hearing and shall be binding and conclusive and shall not be subject to appeal. It may be entered by any party as a judgment under D.C. Code sections 16-4310, 4311 or 4312 and be enforceable through the Superior Court of the District of Columbia as provided by D.C. Code section 16-4313, as amended from time to time.

24. If the Arbitrator finds against Mr. Gonzalez, the Arbitrator may issue a warning or impose penalties with consideration for the following guidelines:

    a) for a substantial violation (that is, other than a minor non-compliance) a fine of up to $250 per infraction for the first three infractions in any one calendar year; up to $500 per infraction for each of the next three infractions per year; and up to $1,000 per infraction for each subsequent infraction;

    b) a direction similar to an injunction or cease and desist order to Mr. Gonzalez to refrain from certain conduct or to undertake certain conduct, consistent with this Agreement in cases of substantial and repeated violation.

25. Penalties will be donated to a § 501(c)(3) organization(s) selected by ANC 2B.

26. If the Arbitrator rules substantially against Mr. Gonzalez, the Arbitrator's fees shall be paid by Mr. Gonzalez. If the arbitrator rules substantially for Mr. Gonzalez, the Arbitrator's fees shall be paid one-half by the party or parties which initiated the proceeding, and one-half by Mr. Gonzalez. If the Arbitrator determines that the position of the initiating party was frivolous, the Arbitrator's fees will be imposed on the party who initiated but did not prevail.

27. It is further understood that ANC 2B may independently bring forward its own concerns under District laws and regulations.

Neighborhood, DCCA, and ANC 2B Support

28. The Neighbors and ANC 2B (consistent with its rules) will support, in writing, on request, Mr. Gonzalez' application no. 16823 before the BZA.

29. The parties hereto agree to request that the BZA incorporate this agreement by reference in any Final Order in Case No. 16823. In any event, all the terms of this agreement shall continue in full force and effect as an agreement among the parties, and, except as specified herein shall be enforceable as permitted by law, including through injunctive relief.

General Provisions

30. It is understood that this Agreement does not limit the ability of any party at any time to enforce existing law or the Zoning Regulations or to seek or oppose any change in any existing law or the Zoning Regulations, nor does it prevent Mr. Gonzalez from using his property in any manner which is permitted by law and which is not restricted by the terms of this agreement This paragrph is not intended to dilute or lessen the prohibitions against expansion as provided in paragraph 17.

31. It is expressly understood and agreed that the ability of Mr. Gonzalez to use the building in the manner described herein is a material inducement for Mr. Gonzalez to enter into this Agreement. Accordingly the terms of this Agreement will become effective upon the issuance of the certificate of occupancy for the uses described in the order of the BZA in Case No. 16823. and the time for taking an appeal from the action of the BZA has expired without any appeal having been taken. It is further understood that the obligations of this agreement will not apply when the property a) is not being used for a bed and breakfast and b) is not being used for the events described above. Moreover, this agreement will terminate and have no further force and effect when and if the premises no longer have the right to be used as a bed and breakfast of 11 rooms or as a location where events may be held as permitted by the BZA in the Order in Case No. 16823.

32. If at any time after fifteen (15) years from the date of this agreement, Mr. Gonzalez believes that there have been substantial changes in circumstances, the neighborhood or the law such that any of the provisions of this agreement (except for the expansion provisions in paragraph 17) should be reconsidered or he should be permitted relief from this agreement, he shall first bring the matter up with the Liaison Committee. If the Liaison Committee cannot agree on such requested relief, Mr. Gonzalez may petition the BZA or other appropriate District governmental agency for such changes to or relief from the conditions imposed by the BZA Order. Mr. Gonzalez will provide the members of the Liaison Committee with copies of any such petition within 5 days after it is filed.

33. If any provision of this Agreement or any application thereof shall be declared to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect. Nothing herein will supersede the laws and regulations of the District of Columbia or prevent the parties hereto from seeking enforcement of said laws and regulations.

34. This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein.

35. All parts of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

36. During the period of this Agreement, except as otherwise provided, the parties shall not seek any order from the BZA or any other District or federal agency that is inconsistent with this Agreement.

37. The terms of this Agreement are binding on Tutorsky Mansion, LLC, Mr. Gonzalez, any and all future owners of the Tutorsky Mansion, and all subcontractors, agents, assigns and other successors in interest of Tutorsky Mansion, LLC, Mr. Gonzalez and any and all future owners of the Tutorsky Mansion; and on ANC 2B, DCCA, and Neighbors and their successors in interest.

38. No change or modification of this Agreement or any waiver of the provisions hereof shall be valid unless same is in writing and signed by Mr. Gonzalez and a majority of the other members of the Liaison Committee. Waiver from time to time of any provision or of any default hereunder shall not be deemed to be a full waiver of such provision or waiver of any other provision hereunder or a waiver of any earlier or later default. All notices and communications hereunder shall be in writing and deemed duly given if personally delivered or delivered by facsimile or certified mail, return receipt requested, postage prepaid as follows:

a) If to Neighbors:

Ms. Anne Alvarez
1612 S Street, N.W.
Washington, D.C. 20009

P Kenneth Jadin,
1614 S Street, N.W.
Washington, DC 20009

Mark Simonoff, Esq.
1609 Riggs Place, N.W.
Washington, DC 20009

_____

_____

b) If to Humberto Gonzalez:

Humberto Gonzalez
1720 16th Street, N.W.
Washington, DC 20009

c) If to ANC 2B:

Mr. Vince Micone
2007 O Street, N.W. #105
Washington, D.C. 20036
Fax: 202-861-0519

	With a copy to:	ANC 2B 9 Dupont Circle, N.W. Washington, D.C. 20036 Fax: 202-296-7333
d)	If to DCCA	Michael Fasano

39. The parties hereto shall be responsible for notifying each other of any change of address or change of parties to be notified.

40. Any date specified in this Agreement which is a Saturday, Sunday or legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday. Any reference herein to the singular shall include the plural and reference to the male, female or neuter gender shall include reference to all other genders.

41. Time shall be of the essence with regard to all matters contained within this Agreement.

42. The date on which this Agreement is accepted by the last party to accept and sign this Agreement shall be inserted as the effective date of this Agreement under the first paragraph. This Agreement may be executed in counterparts, such that all counterparts when read together shall constitute one instrument.

IN WITNESS WHEREOF, Mr. Gonzalez has executed these presents:

Witness:_____ By:_____
Humberto Gonzalez, Owner

DISTRICT OF COLUMBIA) ss:

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that HUMBERTO GONZALEZ personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of _____, 2002, who being by me first duly sworn, did acknowledge that he executed the foregoing instrument as his free act and deed for the purposes set forth herein.

Given under my hand and seal this ____ day of _____, 2002.

_____
Notary Public

My Commission Expires:_____

IN WITNESS WHEREOF, the said ANC 2B has caused these presents to be signed by Vince Micone, its Chair, attested by _____, its Secretary, and does hereby constitute and appoint said Vince Micone its true and lawful attorney in fact, for it and in its name to acknowledge and deliver these presents as its act and deed.

ANC 2B

By:_____
Vince Micone, Chair

DISTRICT OF COLUMBIA) ss:

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that VINCE MICONE, who is named as attorney-in-fact for ANC 2B, personally appeared before me in said District, the said Vince Micone being personally well known to me (or satisfactorily proved to me) as the person named as attorney-in-fact in the above instrument for the said, ANC 2B, and acknowledged the same to be the act and deed of the said ANC 2B and that he delivered the same as such, on this date, _____.

Given under my hand and seal this ____ day of _____, 2002.

_____
Notary Public

My Commission Expires:_____

IN WITNESS WHEREOF, on the day and year first above written, P. Kenneth Jadin has executed these presents.

Witness:_____ By:_____

DISTRICT OF COLUMBIA) ss:

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that P. Kenneth Jadinpersonally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of _____, 2002, who being by me first duly sworn, did acknowledge that he executed the foregoing instrument as his free act and deed for the purposes set forth herein.

Given under my hand and seal this ____ day of _____, 2002.

_____
Notary Public

My Commission Expires:_____

IN WITNESS WHEREOF, on the day and year first above written, Mark Simonoff, Esq. has executed these presents.

Witness:_____ By:_____

DISTRICT OF COLUMBIA) ss:

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that Mark Simonoff, Esq. personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of _____, 2002, who being by me first duly sworn, did acknowledge that he executed the foregoing instrument as his free act and deed for the purposes set forth herein.

Given under my hand and seal this ____ day of _____, 2002.

Notary Public

My Commission Expires:_____

IN WITNESS WHEREOF, on the day and year first above written,
Anne Alvarez has executed these presents.

Witness:_____ By:_____

DISTRICT OF COLUMBIA) ss:

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that Anne Alvarez, personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of _____, 2002, who being by me first duly sworn, did acknowledge that he executed the foregoing instrument as his free act and deed for the purposes set forth herein.

Given under my hand and seal this ____ day of _____, 2002.

_____
Notary Public

My Commission Expires:_____

IN WITNESS WHEREOF, the said DCCA has caused these presents to be signed byMichael Fasano, its Chair, attested by _____, its Secretary, and does hereby constitute and appoint said Michael Fasano its true and lawful attorney in fact, for it and in its name to acknowledge and deliver these presents as its act and deed.

ATTEST: DCCA

By:_____ By:_____
Secretary Chair

DISTRICT OF COLUMBIA) ss:

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that Michael Fasano, who is named as attorney-in-fact for DCCA, personally appeared before me in said District, the said Michael Fasano being personally well known to me (or satisfactorily proved to me) as the person named as attorney-in-fact in the above instrument for the said, DCCA, and acknowledged the same to be the act and deed of the said DCCA and that he delivered the same as such, on this date, _____.

Given under my hand and seal this ____ day of _____, 2002.

_____
Notary Public

My Commission Expires:_____

1720 Sixteenth Street, N. W., The Toutorsky Residence

This house is located on the west side of the street, between Riggs Place and S Street, in square 178, on lots 67, 68, and 69, now taxed as lot 800.

History

The house at 1720 Sixteenth Street was built by Supreme Court Justice Henry B. Brown, who had come to Washington in 1891 after a distinguished career on the United States District Court in Detroit. He purchased the land in 1891 from Alice L. Riggs and E. Francis Riggs, paying a total of $25,150 for the three lots. The building permit was issued in October 1892. William Henry Miller of Ithaca, New York, was the architect, and the cost was estimated at $40,000.

Justice Brown was listed in the city directories at 1720 Sixteenth Street from 1894 until his death in 1913 and apparently made no changes which required a building permit. In his will the property was included in the part of his estate left to a number of relatives. In 1917 the house was sold to Louise D. Davis of Bar Harbor, Maine. In March 1918 a permit was issued to Mrs. Davis to convert an open wood porch on the rear of the second floor to an enclosed sun porch with brick walls; in July she received a permit to excavate for a garage. No further permits for building the garage have been found, but it is probable that it was at this time that the existing garage and apartment on Riggs Place were constructed.

Mrs. Davis was listed at the address from 1919–23. In 1924 the house was leased to the Persian legation, which occupied it until 1927. In 1928 the directory listed the property as vacant. Mrs. Davis had sold the property in 1925 for $57,000 to Arline Davis Ireland, who was most likely a daughter. Mrs. Ireland was listed at the address from 1929–30; in 1931 the *Blue Book* social register showed her residing in New York City. No other information has been found on either Mrs. Davis or Mrs. Ireland. The latter apparently leased the house to a Katherine E. Brandenburg until she sold it in 1938 for $20,000. The property changed hands several times in the next few years; in 1940 the city directory showed a Frederick L. Payne (not the owner) living there.

The house was purchased by the Zionist Organization of America in 1942 for $30,000. When the organization applied for a building permit in 1943 to make some minor changes, it was specified that the building was used for business offices. It was probably during the ownership of the Zionist Organization that the reception hall was partitioned off with glass blocks to form an office, although no permit has been found to document this.

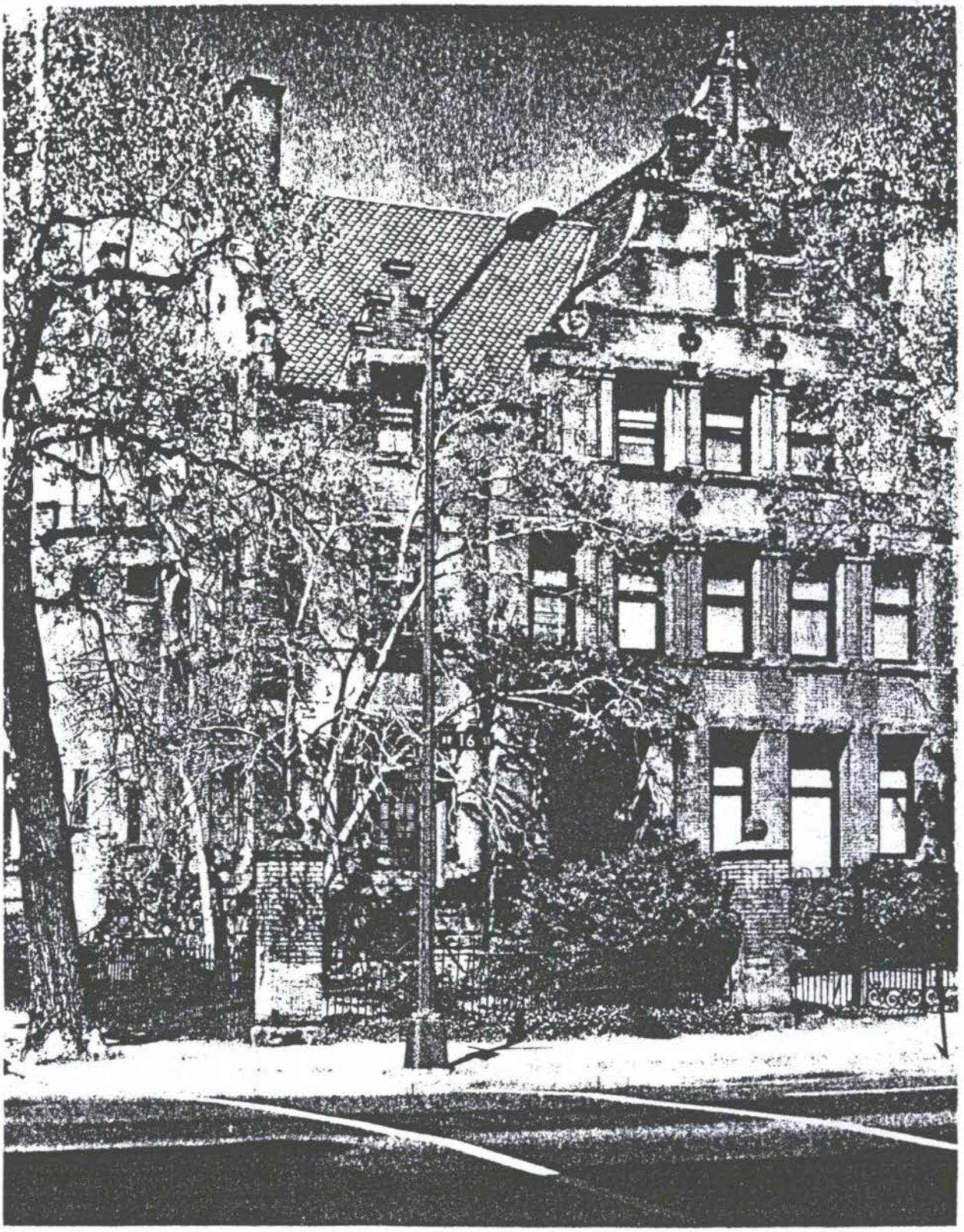
1720 Sixteenth Street changed hands three times between November 1946 and April 1947, with continued fluctuations in price. The Zionist Organization sold it for $70,000, an increase of $40,000 over their purchase price in 1942. The new owner then sold it four months later to a California woman named Shirley Morgan for only $25,000. (The price may have reflected, of course, some personal agreement between buyer and seller.) Mrs. Morgan held the property only one month before selling it for $65,000.

The new owners were the Russian pianist and music teacher, Basil P. Toutorsky, and his Mexican-born wife, María. The building is presently used as a residence and music academy by the Toutorskys, who have made no significant alterations to it.

The house, as furnished by the Toutorskys, is fascinating. It is filled with mementoes from Russia and Mexico, gifts from many friends, Mrs. Toutorsky's collections of dolls and swans depicted in a variety of materials, and Professor Toutorsky's collections of antiques and musical instruments. There is a concert grand Bechstein piano on which Lizst played, and several keys from Wagner's grand piano (1876). The keys were a gift from William and Theodore Steinway, sent in 1953 in appreciation for what Toutorsky had done "to encourage musical interest and further the cause of good music." A collection of medals and decorations, and uniforms from the period of World War I, are only a few



Staircase newel, one of a pair



Entrance facade



ıth elevation from Riggs Place

the other items of interest in a house remark-
le for the expression of the lives and person-
ties of its owners. The Toutorskys are ideal
:upants for a house designed by William Henry
ller, a collector of art objects and musical in-
uments himself, whose own house must have
rne a strong resemblance to theirs.

chitecture

The large red brick house at 1720 Sixteenth
eet on Riggs Place is typical of a period torn
stylistic anomalies. Our 19th century heritage
ull of such interesting and often entertaining
ıinders of architects and clients not entirely
sible to the realities of climate, terrain or
ınology. Today we can appreciate the idio-
cracies of a neo-Belgium structure in a hot
thern climate as long as we also understand
inherent naiveté.

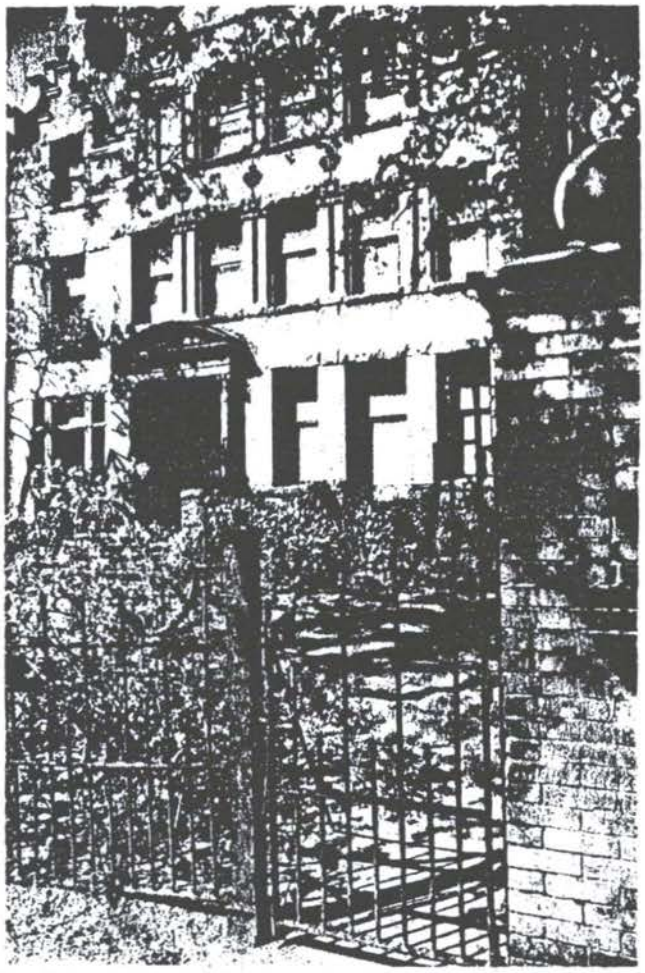
ıstice Henry Brown retained William Henry
ler in 1892 to plan his Washington residence.
er, a prolific architect from Ithaca, New York,
noted for his residential and university
dings. The varied structures were well suited
he cool climate and he chose freely of the
ressions of the day: Arts and Crafts, Queen
ıe, Romanesque. His design for Justice Brown
e than alludes to his New England education
north European travels. Although the resi-
:e is related to residential architecture of late 16th century Belgium, the severity of ornament suggests the influence of Miller's contemporaries in England, particularly Richard Norman Shaw.

History states that the use of brick with stone dressings is native to Holland and Belgium as is the high ratio of window to wall area. The deep red color absorbs heat while the extra window space admits the additional light necessary in a dull northern climate. The generally uniform windows, often reflected in several long rows, are usually so close as to dwarf the pilasters which separate them. The stepped gables of the Justice Brown residence, with their string courses, fractable scrolls and decorative tie-rods, rise to broken-scrolled peaks very reminiscent of Antwerp. The steep roofs rear in defiance of the heavy snows that will never come.

Whereas the general residence style evokes the late 16th century, there are deviations. The Riggs Place semicircular bow represents a minor anomaly, while the odd semioctagonal stair tower which crowds it would seem to relate more to an earlier period. The entrance doorway however is characteristic of a later trend though one not much after the first quarter of the 17th century.

Site:

Orientation: The residence faces east on a corner lot measuring 67′-0″ on Sixteenth Street by 100′-0″ on Riggs Place.



Detail, iron fencing and entrance facade

Enclosures: The house and service wing form two sides of a walled-in courtyard 35′-5 ½″ wide by 43′-10″ deep. The carriage yard on Riggs Place, enclosed by a brick wall, is 26′-6 ½″ wide by 7′-4″ deep to the garage wall. On Sixteenth Street and Riggs Place are brick piers, with stone bases

Paving: concrete walks to entrance terrace and side stoop. Concrete carriage court.

Outbuildings: originally on the site of the carriage court was a small, one story brick building with conical roof of fishscale tile. The present garage and carriage house are additions. In the northwest corner of the courtyard is a utility structure 6′-0″ wide by 9′-0″ deep with access through the garden wall to the alley.

Landscaping: the courtyard has an assortment of scrub trees. There is no grass or formal planting. Within the fenced enclosure on Sixteenth Street is English ivy at the fence and terrace, silver beech, boxwood and various young azaleas and rhododendrons.

Exterior:

Dimensions: The two and one half story structure with attic and raised basement measures 46′-8 ½″ on Sixteenth Street by 50′-3″ deep. The one and one half and two story "L"-shaped service wing, which projects 39′-1″ from the main structure, measures 30′-7 1½″ wide on the alley. The building is 36′-6″ from sidewalk to gutter.

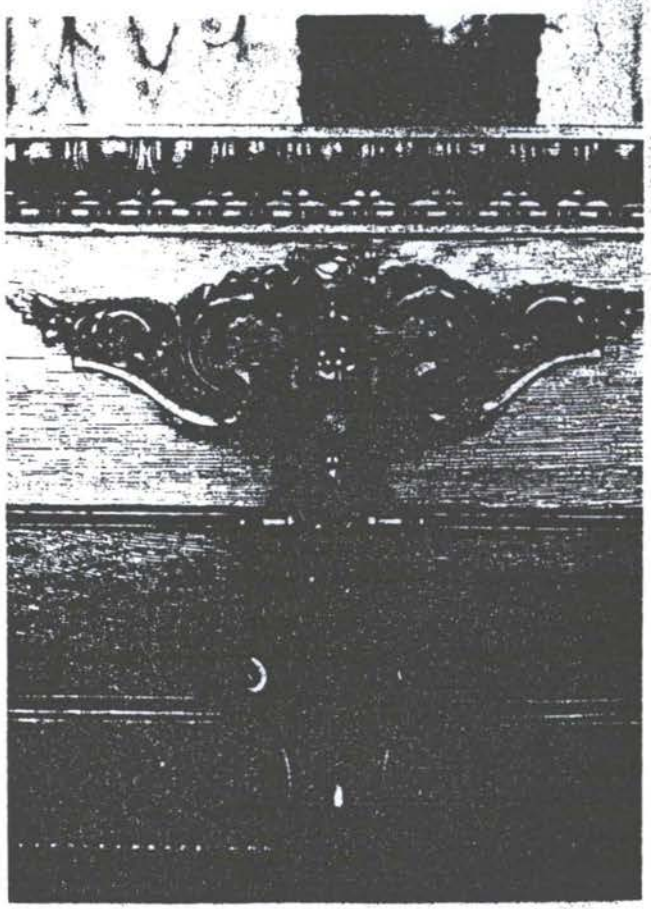
Foundations: brick with concrete slab.

Structure: brick bearing walls with wood joists and rafters. There are iron tie-rods with elaborate heads.

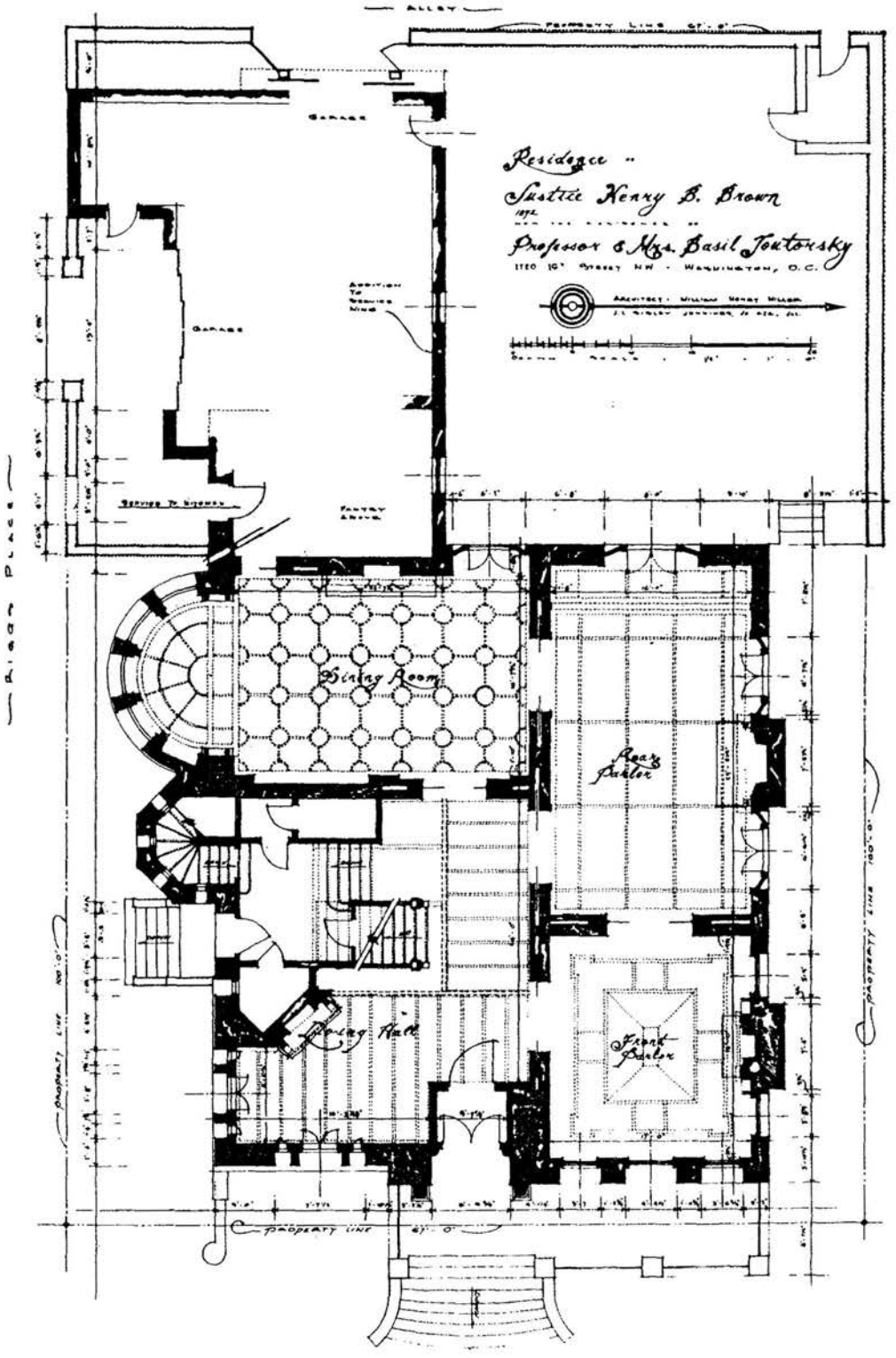
Walls: the base is faced with rusticated sandstone for common bond red brick walls. There are sandstone fractable caps and string courses at window sill and lintel. Paired brick and sandstone pilasters separate the second and third floor entrance facade bays.

Doorways and doors: the Sixteenth Street sandstone entrance has fluted composite columns on pedestals for a full entablature and segmental tympanum. The oak double door, recessed 3′-5″, has partial glazing and a stone egg and dart architrave. The side entrance to the stair hall has a jack arch with keystone and a panelled and partly glazed oak door. The wooden garage doors on Riggs Place are six-fold and slide in tandem.

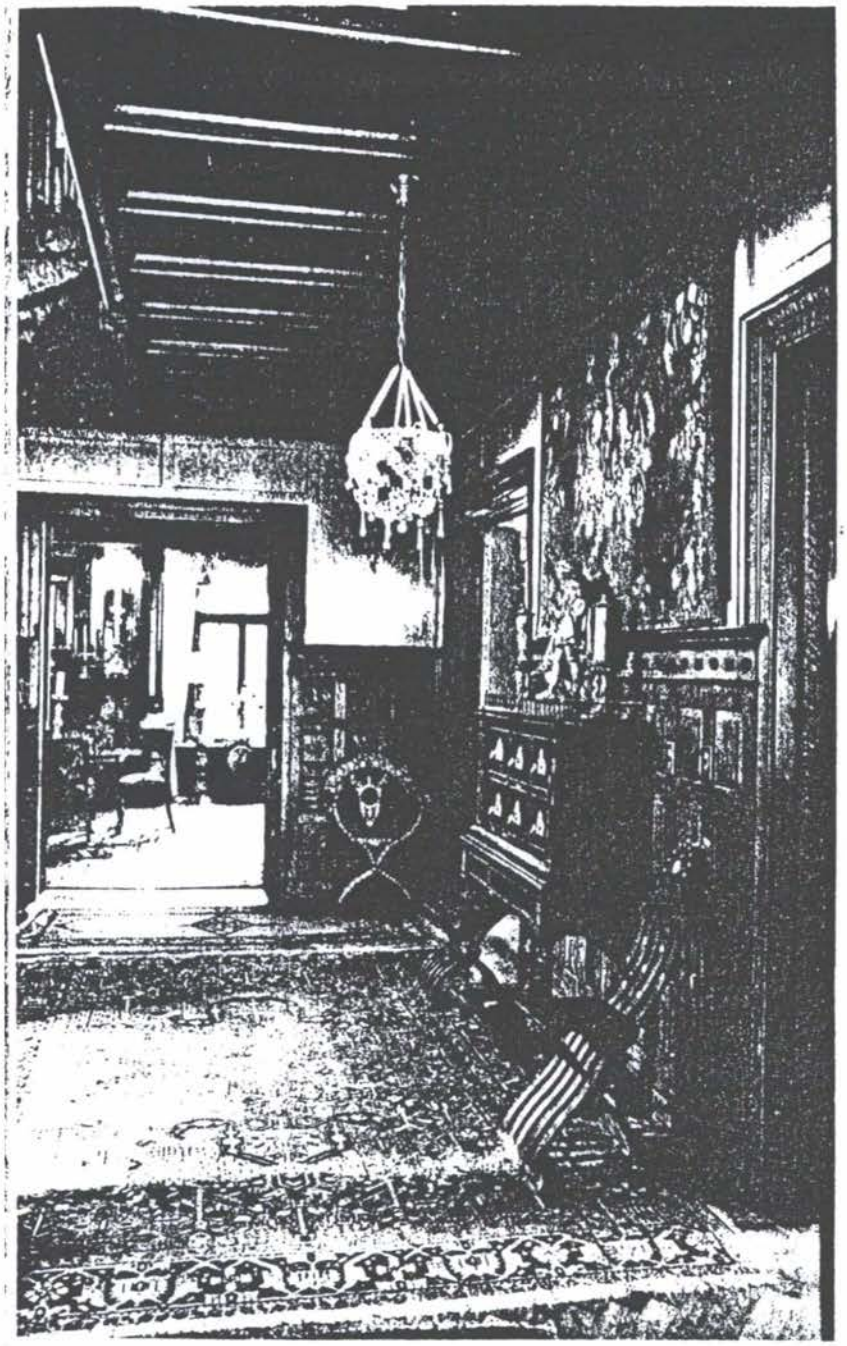
Windows: most windows are double-hung. The first floor study has tripartite openings with stone transom bars for stained glass transom windows.



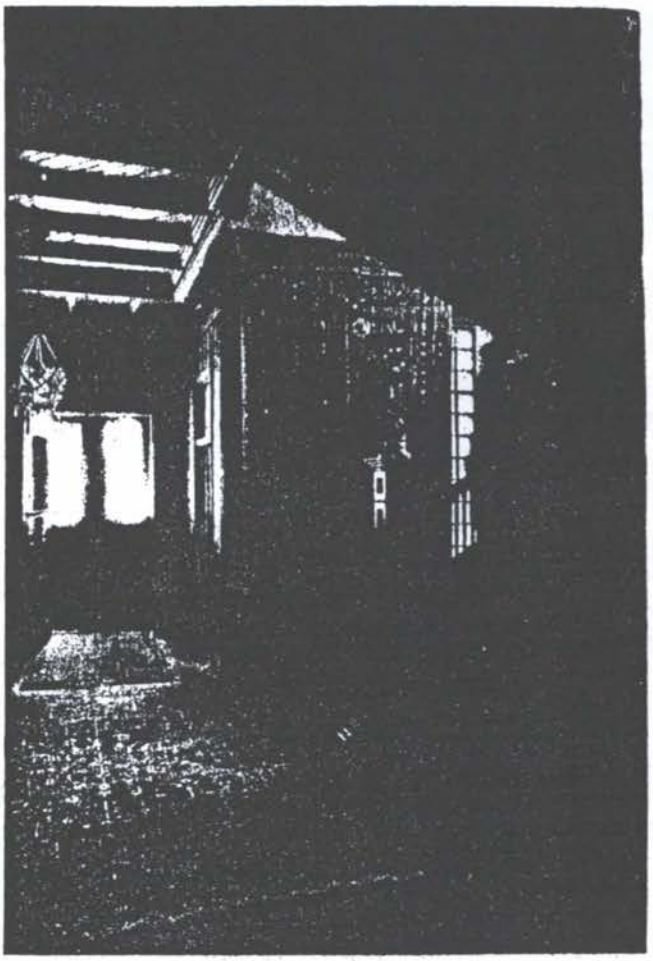
Entrance door knocker



First floor plan



Entrance hall



Entrance hall, with glass partition behind tapestry

The salon and west dining room semicircular-headed casements are semihexagonal, flush with the wall, and screened by stained glass. The stair hall window has a stone transom bar for a semicircular-headed glass window.

Terraces: there are nine sandstone risers to the rusticated sandstone entrance terrace which is divided in bays by three piers for wrought iron railings. Capping the semicircular bow on Riggs Place is a third floor terrace with brick piers for wrought iron railings.

Stoop: there are seven concrete risers to the side stoop to the stair hall.

Balcony: projecting from the second floor south bay of the street facade is a sandstone and wrought iron balcony.

Cornice: gable fractables; copper gutter system as cornice.

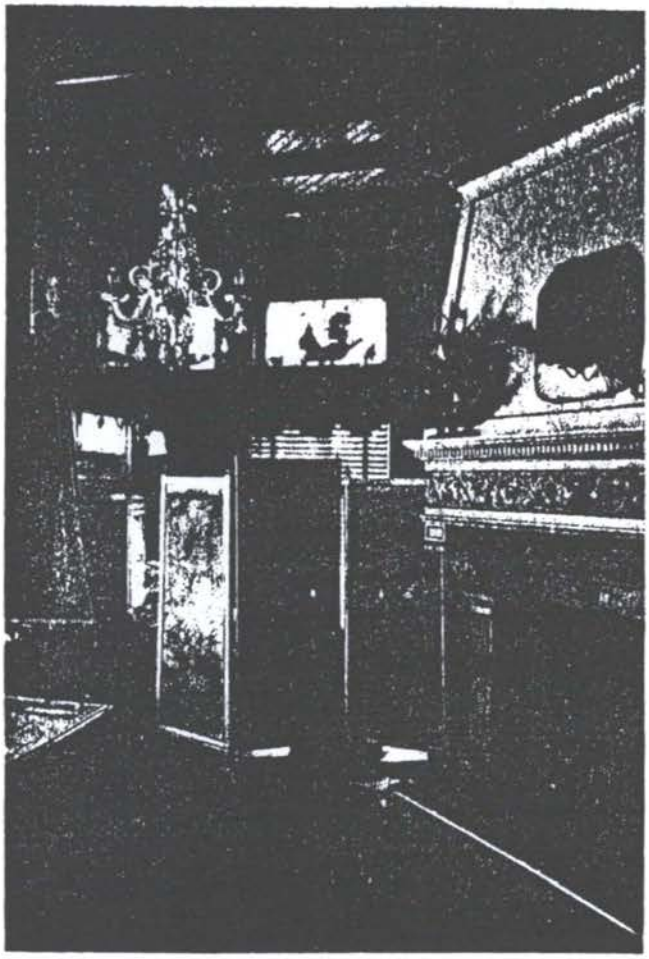
Roof: orange fishscale tiles for slopes, built-up for nominally flat areas.

Chimneys: stone caps the four brick chimneys.

Entrance Hall:

Height: 10′-11″
Depth: 24′-0″
Width (including stair landing): 24′-1″

The entrance hall was designed as the living room and circulation space of the house. Before a glass block partition was constructed to create the study, its character was one of spaciousness and informality, exhibiting the assymetrical open plan associated with the Shingle Style. The southeast orientation allowed for morning light with afternoon light especially in winter.



Study

Initial interest is centered on the stair case, primarily because it is most immediately within view. It is made still more important through the incorporation of elaborately carved newels and the spot effect of the southern light from the landing window. Secondary attention is directed to the informal fireplace grouping to the left upon entering.

As elsewhere in the house, the predominant material is oak. The panelled tongue and groove ceiling is a reminder of the Arts and Crafts movement. It may be traced back in Miller's work to the addition for the Finch residence (1874–75) in Ithaca where the architect used the motif for wall covering.

Flooring: herringbone.
Baseboard: 5 ½", fascia with ogee cap.
Wainscot: 5'-10" high; raised panels in stiles and rails with glyph and rosette frieze and cavetto and cyma cap.
Walls: wood painted blue, flat panels in bead moulding.
Cornice: negligible; wood.
Ceiling: panels in ovolo and cyma ribs.
Doorways: 8'-6" high raised panel pocket doors in double fascia architrave.
Stair: eleven 6 ¼" risers south to landing, thirteen risers north to second floor. 12" treads, turned balusters in four patterns, moulded handrail, candelabra-panelled newels buttressed by griffins.
Stair landing (through semicircular-headed archway): tripartite window with fluted pilasters separating casements; semicircular stained glass and lead came transom light.

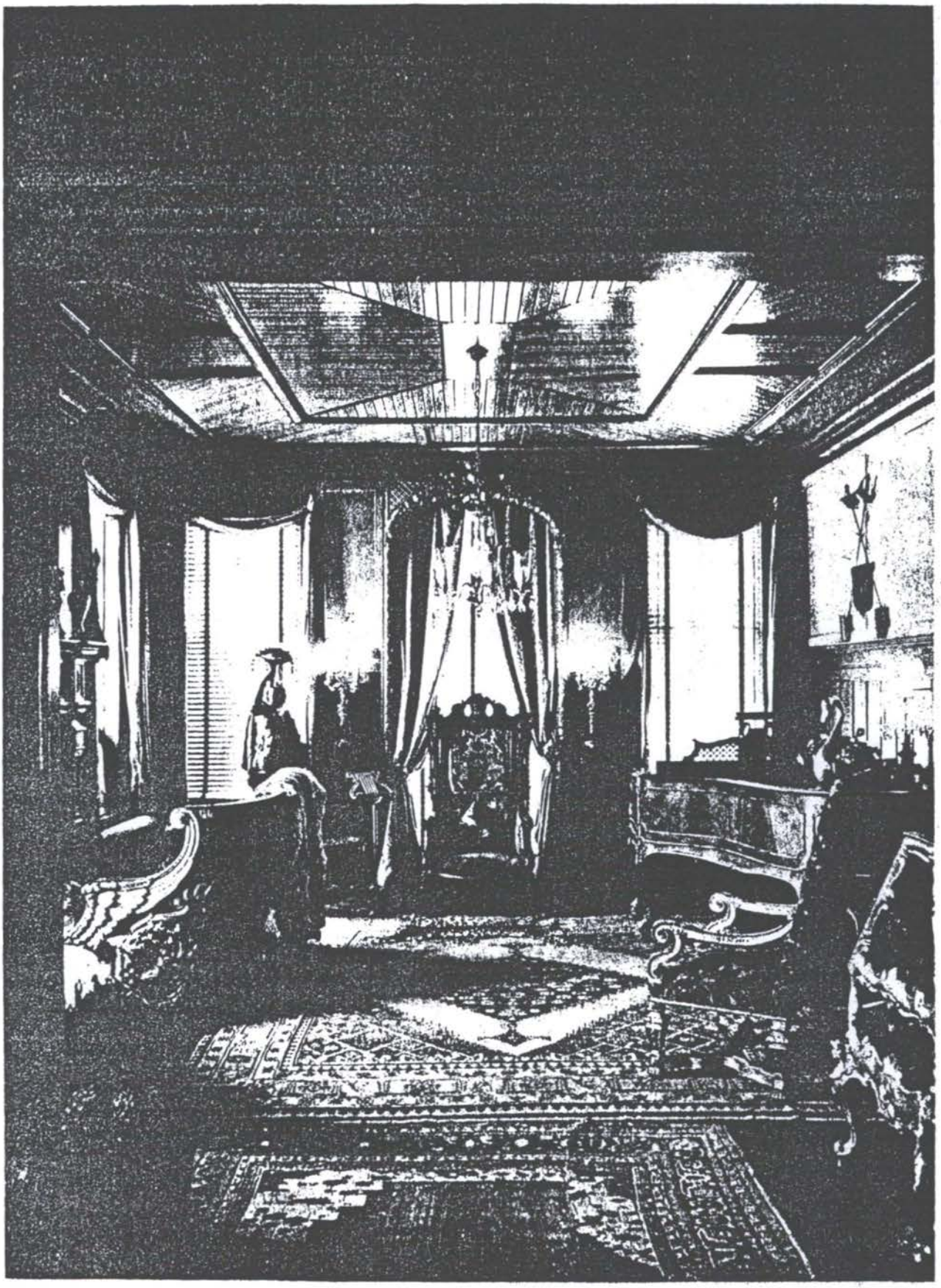
Study (originally part of Hall):
Depth: 16'-2"
Width: 12'-8"
Windows: 9'-9 ½" high (floor to soffit); 5" deep jambs, casements, lead came transom lights.
Doorways: area closed off by glass block partitions with 6'-9" high wood door with transom light.
Chimney:
Hearth: 6'-5 ½" by 2'-2" deep; plaster and brick glazed in ochres.
Firebox: 3'-1" high by 3'-6" by 1'-0" deep; Roman terra cotta brick.
Mantel: plaster painted ochre; stop fluted Ionic pilasters support acanthus brackets for rinceau frieze and dentil cornice shelf 6'-0" high by 6'-9 ½".
Overmantel: flat-panelled hood with ovolo and cyma cornice.

Second Floor Hall:
Height: 10'-0"
Flooring: 2 ½"; common.
Baseboard: 10 ½"; fascia with ogee cap.
Chair rail: 3'-4" high; ogee and fascia.
Walls: plaster painted light green.
Cornice: reed and cove.
Ceiling: plaster.
Doorways: right of stair is semicircular-headed archway 6'-8" high by 3'-0" wide for service stair. At west wall is semicircular-headed archway 7'-10 ½" high by 7'-4" wide for third floor stair. Remaining doors 7'-0 ½" high, raised panels, 10" deep jambs, fascia architrave.
Balcony: second floor balcony opposite landing window has balustrade and seat which looks over stairwell.

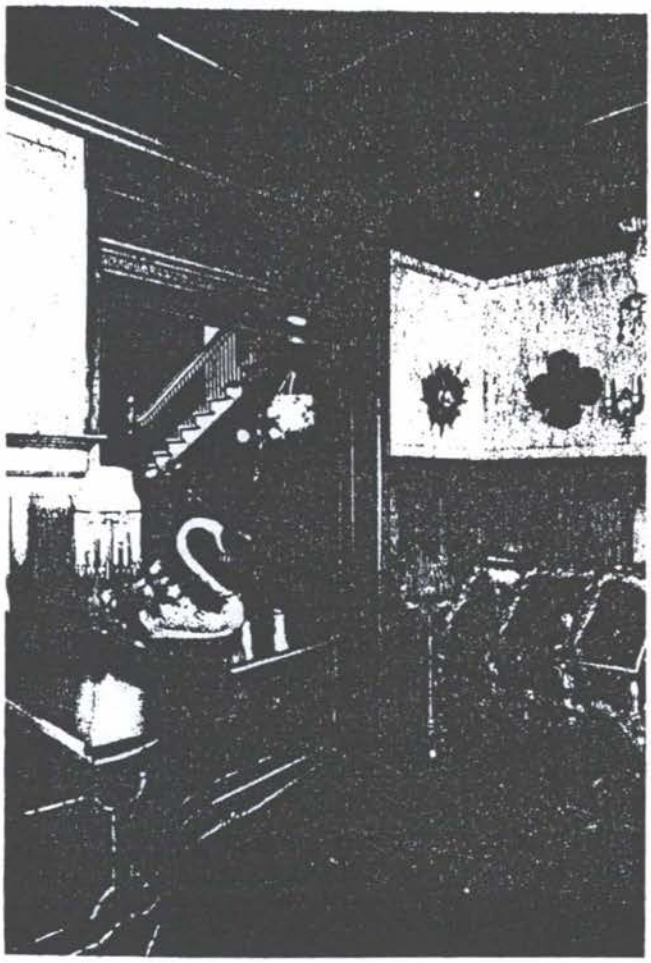
Front Parlor:
Height: 11'-0"
Width: 19'-0"
Depth: 17'-0"

The front parlor is generally early 17th century Jacobean. Its northeast orientation allows for early morning sun with diffused light throughout the remainder of the day.

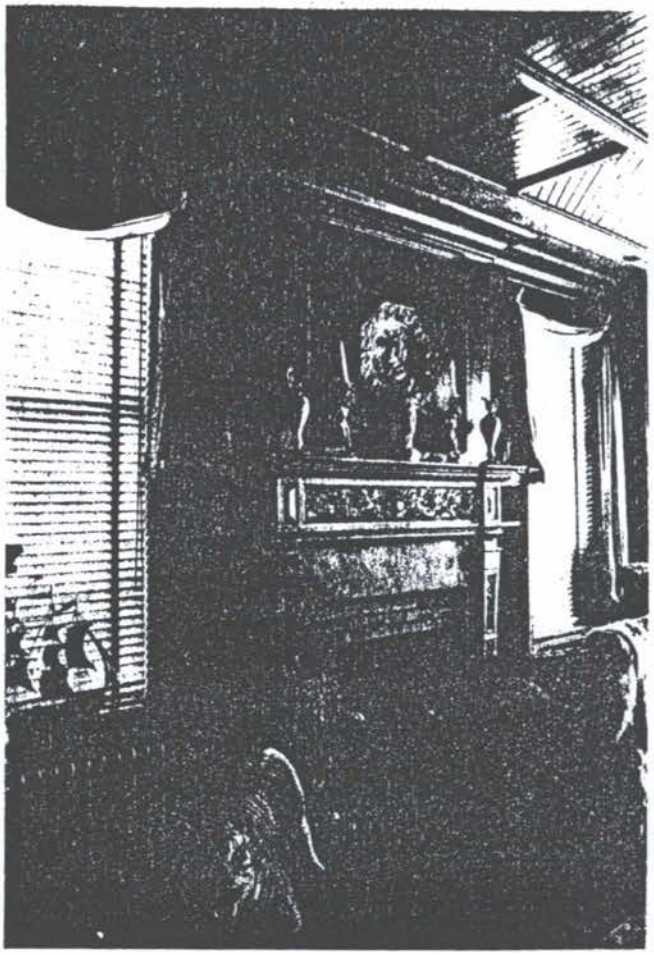
Although the chamber may allude to symmetry, there is little formality. As in the entrance hall and dining room, character is created first by an abundant use of oak and second by an open plan. The panelled and ribbed ceiling and high dado seem to lower the



Front parlor



Front parlor toward entrance hall

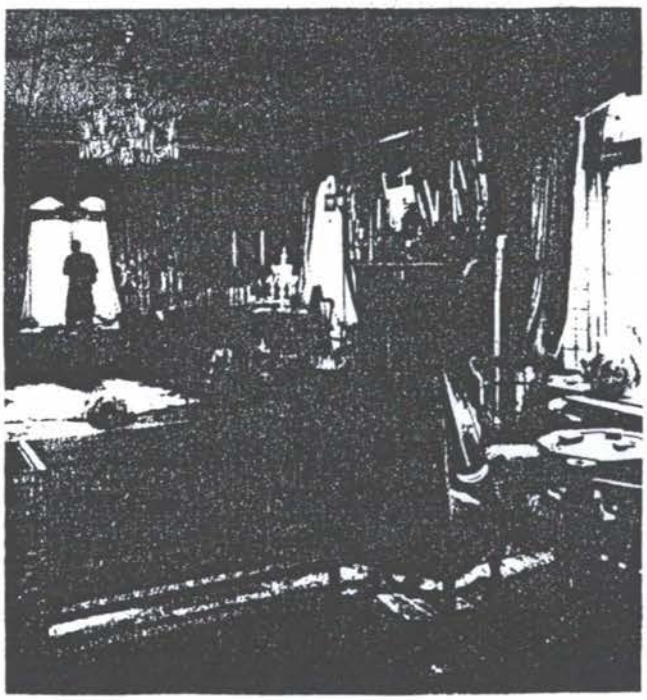


Front parlor mantel

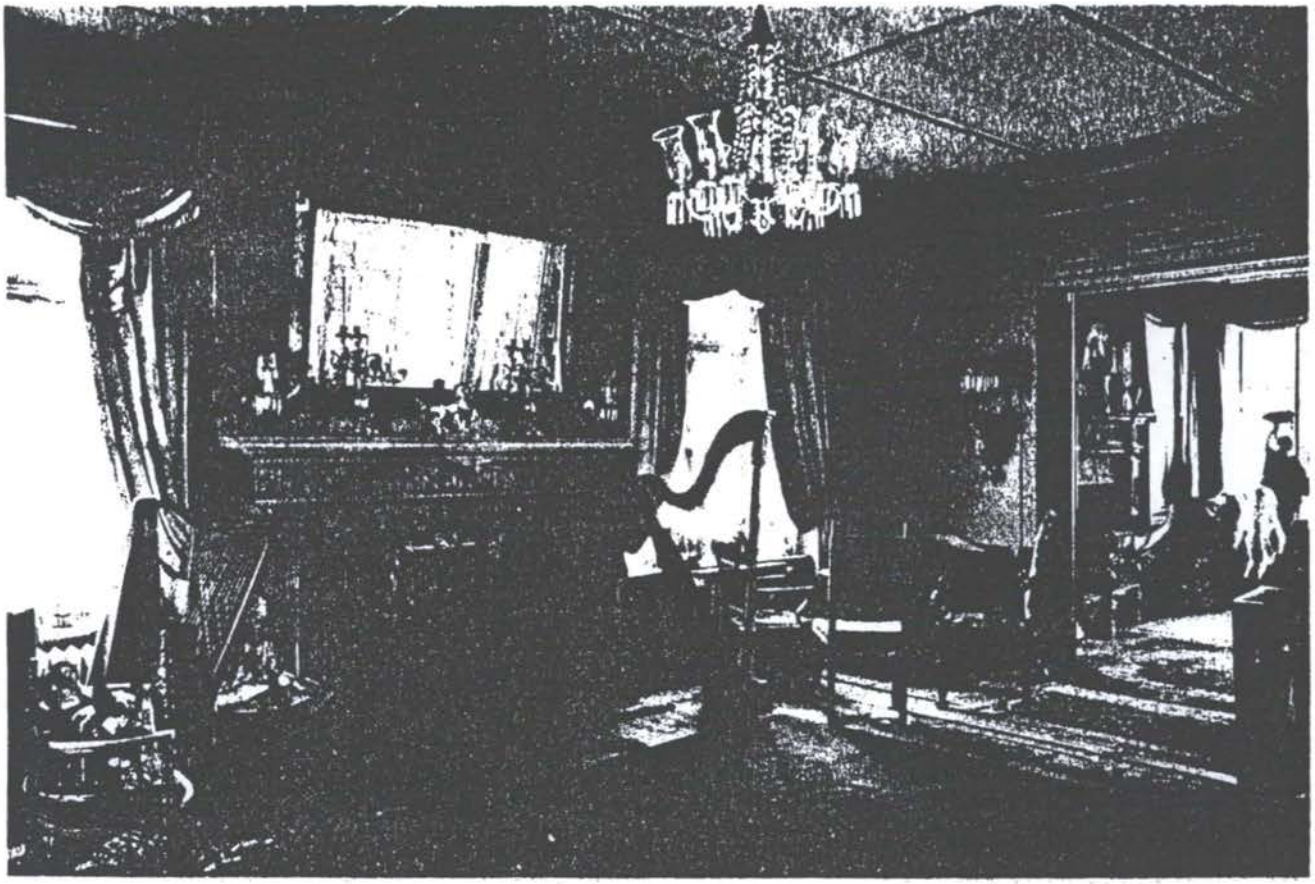
room height which produces its intimate mood. The rich material gives the house the impression of being cool on bright, hot summer days and warm during the cold winter months.

The antecedent for the numerous large windows is found in northern Europe where it was necessary to dispel the gloom associated with its climate. Here, though the climate is very much more sunny than in Belgium, those same windows were necessary to dispel the gloom that would have been the product of the dark panelling.

Flooring: herringbone.
Baseboard: 6″; fascia and cyma.
Wainscot: 6′-1 ½″ high; panels in stiles. Plain frieze with scotia and cyma cap.
Walls: wood painted blue, flat panels.
Cornice: ovolo, corona and cyma.
Doorways: 8′-6 ½″ high pocket doors with double cyma cap and flat-panelled overdoor.
Windows: 9′-8″ high (floor to soffit); double-hung, set in fascia architrave.
Chimney: projects 7″.
Hearth: 5′-0″ by 1′-8″ deep; brown tile.
Firebox: 2′-5″ wide by 2′-10″ by 1′-7 ½″ deep; tile glazed cream.



Back parlor



Back parlor

Surround: 4′-7″ wide by 4′-6″; brick and marbleized slate.
Mantel: French Renaissance manner; panelled pilasters support rinceau frieze for shelf 5′-11 ½″ high 6′-7″. Flanking shelves each 1′-3″ wide.
Overmantel: raised panel.

Back Parlor:
Height: 10′-9″
Width: 29′-2 ½″
Depth: 16′-11 ½″

The back parlor lacks the richness described elsewhere in this study. This lack is due in part to what seems an early renovation. Although the precise changes are unknown, the ceiling is not original but consists of poorly crafted wood sheets painted cream. The panelled walls, painted blue with gilt trim, may have been natural as in the front parlor. The denticulated cornice may be a replacement.

Although the pilasters flanking each opening are reminiscent of the style selected for the dining room, the general character is confused by delicate mouldings, the present choice of color, and especially the large neo-classical mantel which together give more the impression of the Beaux Arts than the "Victorian".

Flooring: herringbone.
Baseboard: 7″, fascia.
Dado: 2′-1″ high; flat panels in astragal moulding.
Walls: flat panels.
Doorways: 1′-8″ deep jamb. Raised panel pocket doors 8′-6″ high.
Windows: 5 ½″ deep jamb. Semihexagonal tripartite bays with semicircular transom light; lead cames for ochre and clear glass.
Chimney:
Hearth: 6′-11″ by 2′-10″ deep; tile glazed ochre.
Firebox: 3′-4″ wide by 3′-0″ by 1′-4″ deep; cast iron.
Surround: glazed ochre tile and variegated marble 6′-2″ by 4′-1″ high.
Mantel: fluted Corinthian columns support oak leaf frieze and denticulated cornice shelf 5′-1″ high by 8′-2″ by 1′-2″ deep.

Dining Room (mahogany):
Height: 10′-10″
Width: 16′-10 ½″
Depth: 24′-7 ½″

The dining room bow overlooking Riggs Place gives a predominantly southern exposure to a southwest orientation. Opposite the entrance door, a bay window niche adds west light and, as seen from the en-



ning room

trance hall vestibule, seems further to expand the interior space.

The ornamentation has late 16th century Elizabethan antecedents, with notably the panelling, banded colonnettes, stylized pilasters and ribbed plaster ceiling suggesting the period. The bow colonnettes, however, support "colonial" valance boards and the odd gyph frieze of the entrance hall wainscot is duplicated in the entablature. The fireplace is the greatest discrepancy. The unadorned, massive and richly veined stone surround with its bracketed wood shelf seems an adaption of Henry Richardson's Romanesque work of the 1880's.

Flooring: oak, herringbone.
Baseboard: 3 ½" fascia with ogee cap.
Dado: 4'-0" high, raised panels with fascia frieze.
Walls: flat panels alternate with mirrored panes separated by pilasters. Semicircular bow 13'-5" by 8'-9" deep, each bay separated by stop-fluted Corinthian columns. Buffet (removed) set in east wall alcove 8" deep by 9'-9" wide.
Doorways: 1'-8" deep jamb, raised panel pocket doors, 8'-6" high.
Windows: double-hung at bow. 1'-8 ½" deep alcove right of chimney with semihexagonal tripartite bay having lead cames for light green, purple and clear glass. Semicircular transom light. 9'-9 1/2" high floor to soffit.
Chimney:
- Hearth: 9'-2" by 1'-9" deep; glazed tiles.
- Firebox: 2'-11" wide by 3'-0" by 10" deep; cast iron and brass coal surround and grate.
- Surround: variegated marble 9'-0" wide.
- Mantel: gargoyle brackets support shelf 4'-9" high by 9'-1" by 10" deep.
- Overmantel: flat panel surrounded by acanthus panels flanked by mirrors.



Dining room bow

Biographies

William Henry Miller (1848–1922) was born in New York, in the small town of Trenton, now called Barneveldt. For the rest of his life he was associated with upstate New York, particularly with the city of Ithaca. His father was Major Henry Miller, his mother Clarissa (Burlingame) Miller. After attending Mechanicsville Academy and the Clinton Liberal Institute, he entered Cornell University in 1868 at the age of twenty, becoming one of its first students. He was, literally, the first student in the School of Architecture, where he studied under the direction of Professor Charles Babcock.[1]

Miller's education at Cornell was not limited to his classwork but was enriched by his close association with the president of the university, Andrew Dickson White. White was very much interested in the arts and had one of the finest collections of architectural books in the country. He had lectured in history and the history of art at the University of Michigan from 1857–64, before becoming president of the newly-established Cornell University in 1866.

In 1870 White was considering designs for a president's house. In his book on the history of the Cornell campus, Kermit Parsons relates that the original plans for the house, drawn by New York architect George Hathorne and based on one of Calvert Vaux's designs, were not acceptable to White. They were turned over to William Henry Miller, then a student, and he was able to modifiy them to White's satisfaction.[2] Through

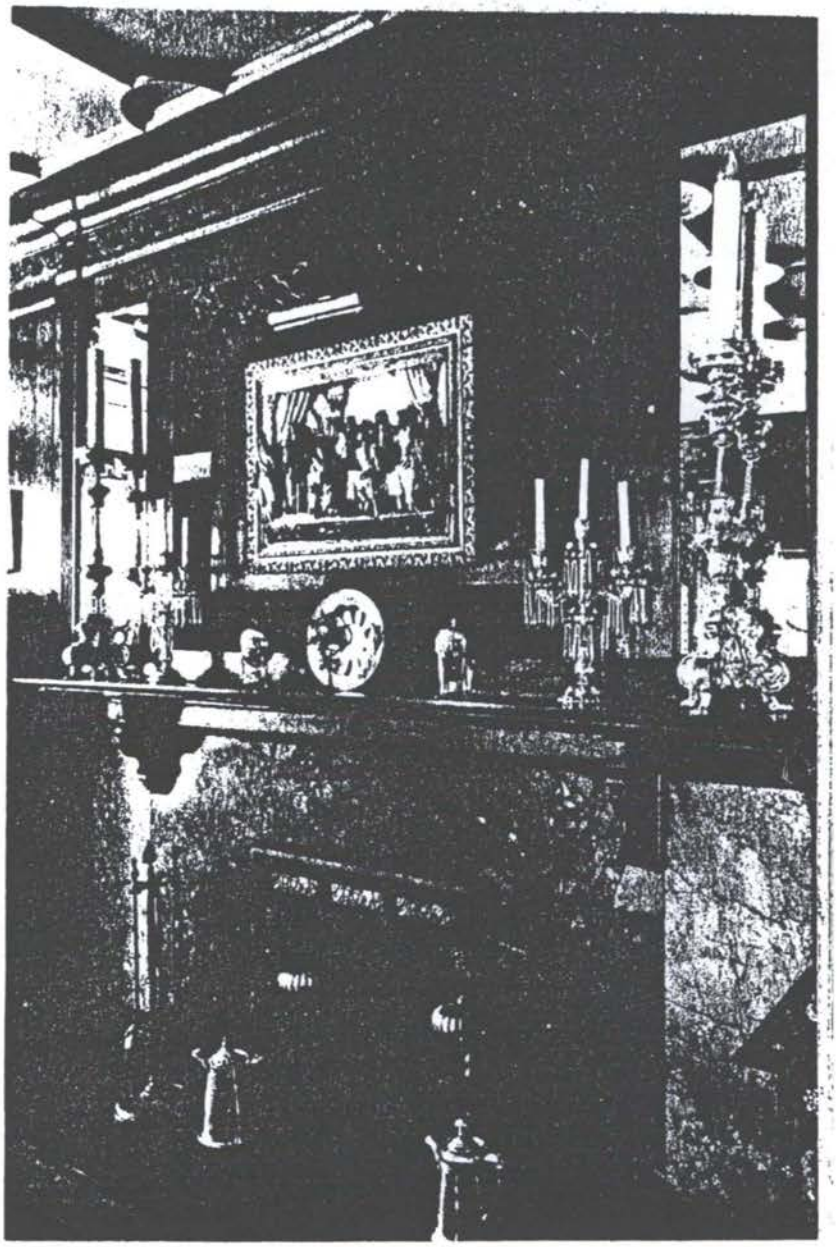
[1] Much of the material on Miller comes from an unpublished master's thesis By Edgar R. Dethlefsen (Cornell, 1957). While useful, some of the dating is inaccurate, notably that for the White house and the Finch remodeling.

[2] Kermit C. Parsons, *The Cornell Campus, A History of Its Planning and Development.* Ithaca: The Cornell University Press, 1968, pp. 14–18.

this association the two men became close friends, and White was a constant source of inspiration to the young architect. Much later (1911) Miller added a wing to the house.

Upon his graduation Miller opened his architectural practice in Ithaca and was successful to the point where he could, in 1874, leave the office in the hands of an assistant and tour Europe for a period of several months. This European trip enabled him to see first-hand the architectural monuments he had been studying through drawings; undoubtedly he was made aware also of current styles in European architecture. When he returned from Europe Miller married Emma Halsey and soon began work on his own house, a structure which he remodeled several times to accommodate his family and his collection of art objects and musical instruments. It was at this time that he received the commission to remodel the home of Francis Finch, a lawyer, friend of Ezra Cornell, judge, and later dean of the Cornell Law School. In an article on this house Jay E. Cantor comments that the Finch remodeling reflected Miller's "vivid impressions of the reforms being effected in architectural design abroad, particularly in England." He notes that the Finch house was an early example of the English "Queen Anne" style which became so popular in this country during the last decades of the century.[3] It is possible, also, that Miller saw some of the new English work in architectural magazines at Cornell. Andrew Dickson White would very likely have had copies of British magazines such as *Building News* and *The Builder,* which showed a number of examples of the "Queen Anne" style in the early 1870's. Twenty years later when he designed the residence for Justice Brown on Sixteenth Street Miller was still using the same type of interior woodwork he used in the Finch house.

Miller's prolific, Ithaca-based practice spanned a period of fifty years, and according to Dethlefsen's thesis, he did not take on a partner until 1910, when Philip Mallory joined his firm. Miller designed many residences for Cornell professors and wealthy businessmen in Ithaca, but his residential practice was not limited to that city, there being numerous examples in Rochester, Syracuse and other New York towns as well as several in Pennsylvania, New Jersey, Michigan, and two in Washington, D.C. The other Washington house was built for Senator Philetus Sawyer in 1888 and formerly stood at 1701 Connecticut Avenue, N.W. (at Twentieth Street). It was described in *American Architect and Building News* as being of "dark brownstone with darker trim". It featured a heavy, Romanesque, round-arched entrance porch, above which projected a rounded, turreted oriel window.[4]



Dining room mantel

Miller's most well-known residence was the McGraw-Fiske house, designed in 1880 for Miss Jenny McGraw, daughter of John McGraw, a wealthy Ithaca lumberman and benefactor of

[3] Jay E. Cantor, "Three Fountain Place in Ithaca, New York, the Home of Professor and Mrs. Henry Guerlac", *Antiques,* Vol. 102, No. 6 (December 1972) pp. 1052–59.

[4] Vol. 24, 24 November 1888, p. 243, pl. 674.

Cornell University. Apparently she gave him a free hand, not only in designing the residence but in decorating it and landscaping the grounds. Then she went off to Europe, married Professor Willard Fiske, and did not return until the project was nearly completed. At this time she was near death; a glimpse of the house from her carriage was all she had, and she died without ever seeing the spectacular interior with its special rooms designed to house her collection of European art objects.[5] The elaborate stone, castle-like structure was the marvel of the region and a great boost to Miller's career. Dethlefsen states that from then on he was sought out not only as an architect but as an interior designer and landscape architect as well. In his interior remodeling of the Sibley-Averill house in Rochester in 1882 Miller again created the lavish interiors he had produced for the McGraw-Fiske house, though the Sibley-Averill house exhibited items of American as well as European craftsmanship, notaby the work of Tiffany and Cottier.[6]

Although his skill as an interior designer brought him many residential commissions, Miller's practice was by no means confined to this aspect of his profession. In Ithaca he designed three churches—the Congregationalist (now St. Catherine Greek Orthodox), the First Baptist, and the First Unitarian. The catalog of Miller's works compiled by Dethlefsen also lists office buildings, schools and libraries. For the Sage family of Ithaca Miller designed a number of buildings, including two houses, an office building and a picture gallery. In 1888 he designed a building for Wells College in Aurora, which has stepped gables similar to that on the Justice Brown residence. In the college library files is a letter written by Miller to a Mr. N. L. Zabriskie, dated 12 February 1889, apparently in reply to a question about his use of the materials on the building. A section is quoted here because it shows Miller's concern at this time with achieving a dark, rich effect in his buildings. It will be remembered also that the Sawyer house in Washington was described as "dark brownstone with darker trim".

> The reason we use chestnut in the gables is that it will look fine as it turns dark and old and in the manner in which it is finished will hardly cost more than clear white pine. It is finished with a coat of oil and then a coat of weather-proof varnish. This with the dark plaster will give a very pleasing effect besides it needant (sic) be painted afterwards at all, simply left to turn as black as it will.[7]

Undoubtedly Miller's finest achievement was the library building for Cornell University. Now called the Uris Library, it was built in 1889 and attracted the interest of architectural critics throughout the country. Originally, plans for the library had been drawn by the prominent Boston architect, Henry Van Brunt; after several revisions, however, they were rejected and Miller won a competition for the design. The building is a handsome Romanesque structure with a distinguished bell tower, and is also noted for the ingenious use of a sloping site and the efficient arrangement of interior spaces. This building was only one of several Miller did for Cornell. Barnes Hall preceded the library, and Boardman Hall, Stimson Hall and Prudence Risley Hall followed.

Miller's style of the 1880's and 1890's, the period during which the Sixteenth Street house was designed, drew heavily on the past—Romanesque, Gothic, Swiss cottage, Dutch and English Tudor sources are easily detected—but the end product was definitely nineteenth century American and the expression strong and personal. By the turn of the century this mixture of styles had all but disappeared from his work. In discussing Miller's design for Stimson Hall at Cornell (1903) Parsons notes that he demonstrated that "he could design a simple functional building respecting historical styles but free of eclecticism."[8] In his last commission for Cornell, Prudence Risley Hall (1913), Miller once again deferred to history, this time to the "Collegiate Gothic" so popular on college campuses at the time.

William Henry Miller was an astonishingly prolific and talented architect and, fortunately, many of his major buildings are still standing. Like other fine regional architects, he deserves wider recognition than he has yet received.

Henry Billings Brown (1836–1913) was born in Lee, Massachusetts, the son of Billings Brown, a manufacturer. He graduated from Yale in 1856, traveled in Europe for a year and then studied law at both Harvard and Yale, though

[5] Tragedy clung to the house. In 1906, while being used as a fraternity house, it burned to the ground, causing the death of seven people.

[6] H. H. Richardson also used Cottier. See discussion of the John Hay house interiors, 1603 H Street - 800 Sixteenth Street, N. W.

[7] Wells College Library, Catalog No. W, WE 1, Miscellaneous, 18GF.

[8] Parsons, *op. cit.*, p. 189.



ustice Brown residence
. 1905
ibrary of Congress, F. B. Johnston Collection

e did not graduate from either institution. After orking in a law office in Ellington, Connecticut, e moved to Detroit in 1859, continued his law udies and was admitted to the bar in 1860. In 361 he was appointed deputy United States arshal, in 1863 assistant United States attorney r the eastern district of Michigan, and in 1868 lled a vacancy as a circuit judge for Wayne ounty. As Detroit was a thriving port at this ne, most of the cases in which Brown was in-lved concerned maritime and commercial atters, and he became a recognized authority admiralty law in the Great Lakes region. In 75 President Grant appointed him United ates judge for the eastern district of Michigan; 1876 he compiled and published *Reports of miralty and Revenue Cases, Argued and Determined in the Circuit and District Courts of the United States for the Western Lake and River Districts,* which covered cases from 1859–75.

Brown served on the District Court with great distinction for fifteen years, until he was appointed an associate judge of the Supreme Court in December 1890 by President Harrison. This was a period when the workload of the court was especially heavy. The calendar was four years in arrears, and the Circuit Court of Appeals had not yet been created. Austere, formal, and "almost painfully neat in his appearance" *(DAB),* Brown was a dominant figure on the court and the highest authority in the country on admiralty law. Probably his outstanding opinion, however, was his dissent from the majority on the court when it ruled that certain sections of the Income

Tax Act of 1894 were unconstitutional.

An attack of neuritis in 1890 had destroyed Justice Brown's sight in one eye, and throughout his Supreme Court career he was forced to rely on the assistance of others in his judicial work. In 1906, at the age of seventy, he retired from the court. According to the *Dictionary of American Biography* he spent the rest of his years in Bronxville, New York; however, he continued to be listed in the Washington city directories at 1720 Sixteenth Street until his death in 1913. In addition to his career as a jurist, Henry Brown was a fine scholar and student of literature. While in Washington he was first vice president of the Washingon Monument Society which made him, in effect, president, as the President of the United States was the titular head. Justice Brown was married twice: in 1864 to Caroline Pitts of Detroit, and after her death in Italy in 1902 to her friend, Josephine B. English Tyler, widow of Lieutenant F. H. Tyler, U.S.N., and niece of Admiral Earl English.

(Sources not mentioned in text: *NCAB*; Obituaries: *NYT*, 9-5-13, 9:3; *ES* 9-5-13)

Basil Peter Toutorsky (b. 1896), pianist, composer, and educator, was born in Novotcherkask, Russia. A member of a distinguished noble family, he was educated by private tutors and began his musical education at the age of four studying under his mother, née Evdokya Samsonov, a talented pianist. The gift of perfect pitch aided his muscal progress, and at the age of ten he began studying violin with Professor Stadji. In 1913 he was graduated from the Novotcherkask Gymnasya and the Novotcherkask Musical College. Later Toutorsky studied under professors of the Moscow Conservatory of Music. He obtained his L.L.B. from the Moscow Imperial Lycee-University of Tsarevitch Nicholas, and is now the last known living graduate of this institution for hereditary noblemen. He received an L.L.M. in June 1916 from the Imperial University of Moscow.

Graduating during World War I, Toutorsky was immediately called to the naval service as midshipman and appointed to the staff of the Commander-in-Chief of the Black Sea Fleet. Taking part in various expeditions, his ship, the dreadnought *Empress Maria,* was blown up in October 1916; although wounded he was one of the very few to survive. After graduation in 1917 from the Naval Academy for Midshipmen of the Fleet in Petrograd, he received his commission as a naval officer and continued his service with the naval forces in the Black Sea. Later he was appointed to the legal section of the staff of the White Army and Navy, serving until July 1920, when with the last evacuation from the Crimea he went to Turkey.

After two and one half years of exile in Istanbul, Toutorsky was able to come to the United States in 1923; be became a citizen in 1930. Resuming his musical career, he toured the United States, Mexico, Canada, and Europe as a concert pianist. He founded and directed the Toutorsky Studio-Salon and Academy of Music in Los Angeles and maintained it until his marriage in 1936, when he moved to Washington and continued his teaching. Toutorsky's instruction, based on the principles of the Moscow Conservatory of Music, drew an increasing number of students. In 1947 he and his wife left their studio apartment and acquired the spacious house at 1720 Sixteenth Street.

In addition to teaching at his academy, Professor Toutorsky was for seven years head of the piano department at Chevy Chase College (1943–50). He has organized benefit performances and lecture series and has judged many musical competitions. Toutorsky is considered an authoritative interpreter of Chopin and the Russian composers. He is also an author, having written numerous articles on Russian music, including "Musical Development of Russia" (1931), "Nationalism in Music" (1952), and "Chords and Discords".

In Toutorsky's study are portraits of many famous friends of his generation and boyhood pictures from Imperial Russia. There is a rare 1940 photograph of Sergei Rachmaninoff, inscribed to Toutorsky just three years before the composer's death. Also of interest is a collection of historical value pertaining to World War I: medals, decorations (some which Professor Toutorsky himself received), uniforms and documents. Among the highest decorations is one presented to Ignace Paderewski when he became Prime Minister of Independent Poland in 1919.

Professor Toutorsky is a member of a number of professional organizations, among them the District of Columbia chapter of the National Association for American Composers (vice president); Washington Performing Arts Society (patron); Military Order of World Wars (perpetual member); the American Society for Russian Naval Historians, and the International Platform Association. He is also a Fellow of the In-

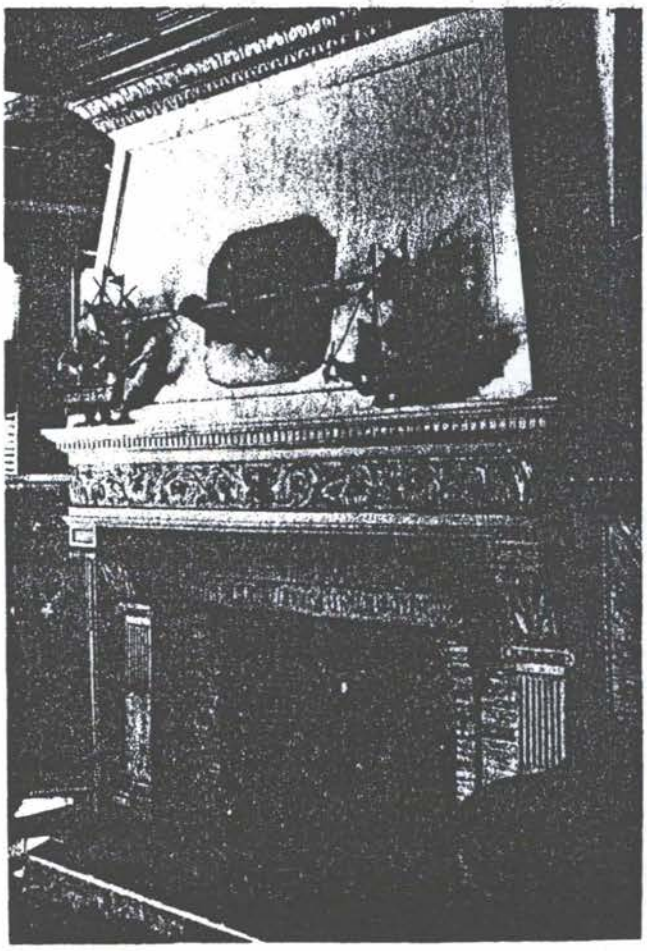
ternational Biographical Association of Cambridge, England.

Many honors and awards have come to Basil Toutorsky during his lifetime, including a Doctor of Music degree from the American International Academy (1937); the Diplôme de Medaille d'Or Compagnie Théatrale Philanthropique, France (1947); and the Grand Prix Humanitaire de Belgique, Chevalier de Grand Croix (1939).

(Sources: Dr. Toutorsky, and entries in the following publications: Sigmund Spaeth, editor and publisher, *Who's Who in Music, Southeastern States,* New York, 1952; *Two Thousand Men of Achievement,* London: Melrose Press, 1971; *Dictionary of International Biography,* London: Melrose Press, 1971–78; *Community Leaders and Noteworthy Americans,* American Biographical Institute, 1975; *Notable Americans of the Bicentennial Era,* Amercan Biographical Institute, 1976; and *International Register of Profiles,* Cambridge, England, 1976.)

María Ignacia Howard Toutorsky was born in Guadalajara, Mexico, the daughter of James Hammet Howard, an Englishman; and his wife, Doña María Martínez Arriola, who belonged to a well-known Spanish family. Howard was a consulting geologist and mining engineer who went to Mexico in 1900 as the owner of the Bautista Mine in Jalisco. He also became the general director of the Amparo Mining Company, a gold and silver mining enterprise with headquarters in Philadelphia. Mr. Howard was a pioneer in shortening the miners' working hours, and he established a community for his ten thousand workers and families which included a hospital, theater, and even an orchestra. Mrs. Toutorsky recalls, "It was odd to hear Mozart and Beethoven at a concert in a mining camp!" Her early life is best described in her own words:

> María is one of four sisters.[9] As small children they lived in Guadalajara in ther romantic old house with corridors, columns and flowering patios. They had a Spanish aya, an English governess and teachers for French, piano and ballet at an early age.
>
> Realizing they would seldom see their father since traveling was so hazardous, their mother made the most unusual decision to live at Amparo. In spite of the danger, the family spent over eleven years in that far away place, seven thousand feet up in the mountains. They lived in fear of raids because of the large payroll of the mines. The mining camp was guarded by over three hundred private guards, well trained and armed. Special armed escorts took care of the family wherever they went. A powerful searchlight was strategically placed on top of a mountain controlling any approach to the camp. When there seemed to be greater danger than usual, there was a secret passage behind their house which eventually led to the mine entrance where the parents, girls, governess, servants and dogs could hide in the cavernous and deep hole until the fighting was over. Fortunately, only on two occasions did they find their house riddled with bullets and once badly burglarized.
>
> There were many Americans and other foreigners on the staff but no other children to play with. A series of faithful governesses stayed for a year or two throughout those years and the Spanish aya was always there.
>
> There were occasional visits to Guadalajara. To do this it was necessary to go to the quaint town of Etzatlan where the train started its day-long journey to the city. There were several powerful cars with trained chauffeurs to maneuvre the descent to the town and the ascent to Amparo. The road was steep and winding; one had to hold one's breath as the abyss was always on



Study mantel

[9] Strangely enough, the other three sisters also moved to Washington and now live in Georgetown. They are: Frances (Mrs. Joseph V. Columbus), Ena (Mrs. Boris V. Samoiloff), and Katherine (Mrs. Lorant M. von Ruster).

one side. But the views were fantastic and magical. The girls never learned to drive—too dangerous and besides it was not considered to be the proper thing to do!

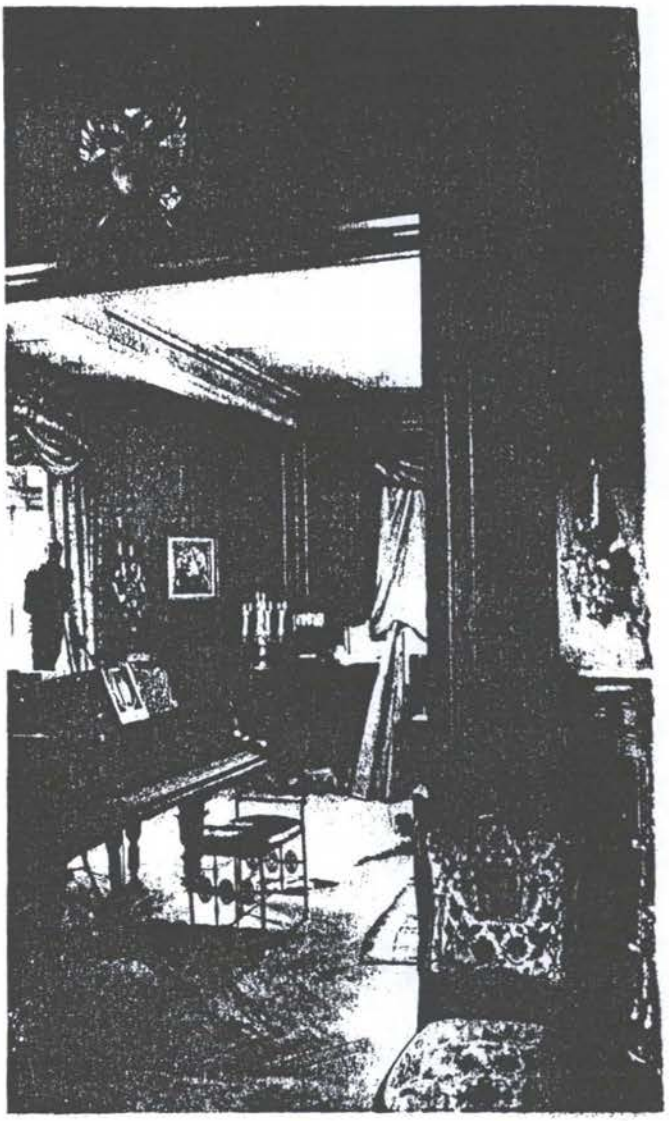
So, way up seven thousand feet in a wide gorge surrounded by mountains (every winter at least one them was snow-capped—actually a volcano) life went on and it was a closely knit family life. Mining camps are usually arid but this was a fascinating place. There was luxuriant vegetation and a special kind of oak tree with large leaves which shone like mirrors in the sun. The house was built against a hill, covered with brilliant bouganvilleas, and surrounded by many kinds of trees. Mrs. Howard, besides her dedication to many charities, was interested in flowers. There were extensive gardens tended by a Japanese gardener who built a most delightful gazebo. In front of the house ran an arroyo which in the rainy season became a regular river spanned by picturesque bridges.

All those years were spent in loneliness but not unhappily. It is an incredible story! Naturally, the girls were always busy. They had their own tennis court, horses, dogs, and a private chapel to which they went every day, their mother being very religious. Also, they had their studies. They enjoyed their father's library and magazines from Europe and the United States. But, it all seemed to them to be another world. It was as if they were looking out from a balcony upon life but not taking part in it at all—merely spectators.

And one fine day the spell broke, as in the Sleeping Beauty story. Conditions in the country improved and the family moved to Guadalajara, where the girls attended the Colegio Americano. Life in Guadalajara was idyllic—a charming city, near perfect climate, peaceful and romantic. It was not unusual to have tea in the jasmin scented gardens, reading and reciting poetry. Part of their summers were spent in unforgettable vacations at Amparo. No more fear. Hiking and horseback riding over the mountains and coming home with arms full of wild flowers.

Travelling started abroad. Mr. Howard had a house built in Mexico City. Every year they went to the theater season, opera, ballets, etc. María was very interested in ballet and also in the authentic Mexican dances of so many regions. She has a fine collection of Mexican costumes. . .

It was while the Howards were in Mexico City that María met Basil Toutorsky. He was giving a concert and she was a piano student, anxious to meet the Russian artist—particularly, as she recalls, because she had never seen a Russian before! He asked her to a party at the American Embassy, and then to go shopping with him for antiques. (The Toutorskys still have a chandelier they bought at this time.) While in Mexico City Toutorsky developed pneumonia and, happily, had to stay three months. Before long, the two decided they wanted to be married. Mr. Howard, however, was in no hurry to marry off his young daughter and stipulated that she must finish her education first. This she did, majoring in Spanish literature under professors from the University of Mexico. Then the wedding took place, that is, three weddings took place; the Toutorskys were married in Catholic, civil and Russian Orthodox ceremonies. This last ceremony was performed at the estate of Colonel Chauncey B. Humphrey on Long Island.



Back parlor from dining room

It was agreed that Professor Toutorsky would close his music academy in Los Angeles, as Mrs. Toutorsky associated that part of the country with earthquakes, one of the few unpleasant remembrances of her Mexican childhood. They decided to make their home in Washington, which they saw as a quiet, peaceful and beautiful

city. They resided first at the Tiffany Apartments, 1925 Sixteenth Street, before moving to their present home at 1720.

Mrs. Toutorsky has always been active in directing the Toutorsky Academy of Music, and was professor of Spanish at Chevy Chase College from 1939–50. For a number of years she has been teaching two advanced classes in Spanish literature in Georgetown. One includes the wives of former ambassadors who wish to preserve their knowledge of the language, and the other is made up of students from the Spanish-Portuguese Study Group, an outgrowth of the original White House Classes.

(Source: Mrs. Maria Toutorsky)



Entrance hall

Appendix

Chain of Title

1891 Deed 1 June, recorded 5 June; Liber 1576 folio 402
Alice L. Riggs to Henry B. Brown
". . . Lots . . . (67) and . . . (68) in Laurason Riggs, Executor's, subdivision of Square . . . (178) as recorded in Book 12 folio 30 of the Office of the Surveyor of the District of Columbia. . ." For $15,950.

1891 Deed 1 June, recorded 5 June; Liber 1576 folio 404
E. Francis Riggs et ux, Medora, to Henry B. Brown
". . . Lot . . . (69) in Square . . . (178) . . . ." For $9200

1913 Will of Henry B. Brown, Administration No. 20202
Property left to a number of relatives; Divie B. Duffield of Detroit named executor.

1915 Deed 29 December, recorded 26 January 1916; Liber 3858 folio 169
Morse S. Duffield et ux, Alice G., to Divie B. Duffield
". . . an undivided . . . (1/10) interest in and to lots . . . (67) and . . . (68) . . . and (69) in Square . . . (178) . . ." Morse Duffield was one of the residuary devisees under Henry B. Brown's will. $4.50 in Internal Revenue Stamps affixed. The rate before 1 July 1940 was $.50 per $500, making the price approximately $4500.

916 Deed 2 March, recorded 29 March; Liber 3867 folio 411
Samuel P. Cranage et ux, Clara C. (of Bay City, Michigan); Mary C. Tupper (of Bay City); Helen Pitts Parker, Lendall Pitts, Henry Duffield, (all of Detroit); Pitts Duffield et ux, Isabel McK. (of Setauket, New York), to Divie B. Duffield
". . . all their respective rights, title . . . to . . . Lots . . . (67) and . . . (68) and . . . (69) in Square . . . (178) . . ." The parties of the first part are all residuary devisees under Henry B. Brown's will. $22 in Internal Revenue Stamps affixed, making the price approximately $22,000.

1916 Deed 20 March, recorded 1 April; Liber 3883 folio 13
Divie B. Duffield to C.P.B. Land Company, Ltd.
". . . all his right to Lots . . . (67) and . . . (68) and . . . (69) in Square . . . (178) . . ." C.P.B. Land Company was a partnership association, of which Duffield was an officer, organized under the laws of the State of Michigan to hold real estate. $10.50 in Internal Revenue Stamps affixed, making the price approximately $10,500.

1917 Deed 3 December, recorded 28 December; Liber 4035 folio 227
C.P.B. Land Company and Divie B. Duffield

to Louise D. Davis (of Bar Harbor, Maine)
". . . lots . . . (67) and . . . (68) and . . . (69) in Square . . . (178). $47.50 in Internal Revenue Stamps affixed, making the price approximately $47,500.

Note: The following deeds show the transfer of the same property; therefore, the lot and square numbers will not be repeated.

1918 Deed 14 May, recorded 18 May; Liber 4074 folio 174
F. de C. Faust and A.A. Hoeling, Jr., Trustees, to Louise D. Davis
". . .by a decree of the Superior Court of the District of Columbia, passed on the fourteenth day of May, A. D. 1918, in the cause in equity, No. 35,703, of Louise D. Davis, plaintiff, versus Divie B. Duffield, trustee, et al., the said . . . Faust and . . . Hoeling were appointed trustees to sell the land decreed to be sold, and have sold the same to Louise D. Davis, and said sale has been ratified by said court, and said Louise D. Davis has fully paid the purchase money due on said sale . . ."
$6.00 in Internal Revenue Stamps affixed, making the purchase money due approximately $6,000.

1925 Deed 28 April, recorded 13 May; Liber 5504 folio 441
Louise D. Davis, widow, to Arline Davis Ireland
Also includes transfer of all household furnishings. For $57,000.

1938 Deed 13 July, recorded 28 July; Liber 7252 folio 78
Arline Davis Ireland to Robert C. Willis
$20 in Internal Revenue Stamps affixed, making the price approximately $20,000.

1939 Deed 18 July, recorded 13 September; Liber 7388 folio 335
Robert C. Willis et ux, Mary Ruth, to Frances C. Gewirz

1940 Deed 30 September (should read August?), recorded 17 September; Liber 7521 folio 107
Frances C. Gewirz to Marc S. Goldnamer and Morris Simon
$31.90 in Internal Revenue Stamps affixed. The rate after 1 July 1940 was $.55 per $500, making the price approximately $29,000.

1942 Deed 1 October, recorded 31 December; Liber 7823 folio 244
Marc S. Goldnamer, surviving joint tenant, et ux, Helen, to Zionist Organization of America
$33 in Internal Revenue Stamps affixed, making the price approximately $30,000.

1946 Deed 1 November, recorded 8 November; Liber 8370 folio 219
Zionist Organization of America to Joseph Coopersmith
$77 in Internal Revenue Stamps affixed, making the price approximately $70,000.

1946 Deed 4 November, recorded 8 November; Liber 8370 folio 221
Joseph Coopersmith et ux, Rose, to Jack Coopersmith
Note: Lots 67, 68, and 69 now taxed as lot 800.

1947 Deed 3 March, recorded 5 March; Liber 8438 folio 366
Jack Coopersmith to Kery Morgan
$28.05 in Internal Revenue Stamps affixed, making the price approximately $25,000.

1947 Agreement 11 April, recorded 2 July; Liber 8253 folio 324
Between Shirley Morgan (who is same person as Kery Morgan) of Brentwood Park, California, and Basil Toutorsky et ux, Maria.
Sets forth the terms of sale for the property. Toutorskys to be given title when purchase price of $65,000 has been paid.

1951 Will of Shirley, or Kery, Morgan. Administration No. 79407.
Affirms contract to sell Lot 800, Square 178, to the Toutorskys.

1953 Deed 13 January, recorded 19 January; Liber 9882 folio 179
Alvin Morgan (son and only heir at law of Shirley Morgan, deceased, who is also known as Kery Morgan) to Basil Toutorsky et ux, Maria
$71.50 in Internal Revenue Stamps affixed, making the price $65,000.

1954 Quit Claim Deed 9 March, recorded 19 March; Liber 10158 folio 508
Mildred Turek (of Los Angeles) to Basil Toutorsky et ux, Maria
". . . does quit-claim . . . all right . . . to . . . lots . . . (67) . . . (68) and . . . (69) in . . . Square . . . (178) . . ."
This deed given to convey any possible dower interest, as she did not unite in deed from Alvin Morgan to Toutorskys and is not his wife.

Building Permits

Owner: Henry B. Brown

1892 No. 787, 5 October. Permit to build
Architect: William Henry Miller, Ithaca, New York
Builder: J. Allington and Sons
Estimated cost: $40,000
Three story plus basement brick dwelling
Owner: Louise D. Davis

1918 No. 2343, 9 March. Permit to alter
Architect: name illegible
Builder: Arthur L. Smith and Company
Estimated cost: $1200.
"To change an open porch into a sun porch by removing(?) the wood columns on the second story rear porch and enclosing with [illegible] brick walls and sliding sash(?) doors, tile floor . . ."

1918 No. 370, 30 July. Permit to excavate
Builder: Arthur Smith and Company
"Mrs. Arline Davis Ireland has permission to excavate for new private garage to be erected." Note: tax records show Mrs. Louise Davis as owner at this time.

Owner: Arline Davis Ireland
1927 No. 4701, 5 December. Permit to erect scaffolding for painting and pointing.

Owner: Zionist Organization of America
1943 No. 264969, 1 November. Permit to alter
"Remove non-bearing partition in rear room, first floor." Use of building specified as business offices.

Owner: Basil Toutorsky
1968 No. B157297, 17 September. Plumbing permit
1969 No. B188207, 24 June. Plumbing permit
1973 No. B331261, 15 November. Electrical permit
1975 No. B235656, 8 August. Permit for chain link fence

Architectural Drawings

Front porch, projection plan. Filed with Permit No. 787, 10-5-92.

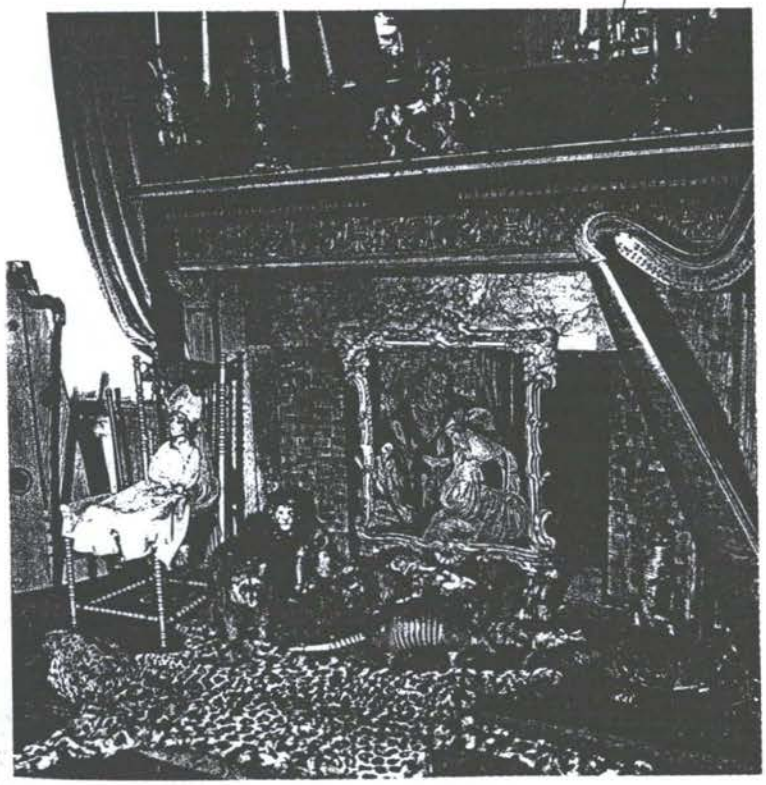
First, second and third floor plans, drawn by Russell O. Kluge, architect; date unknown, but before the partitioning off of the first floor office. These plans are in the possession of the present owners, Professor and Mrs. Basil Toutorsky.

Views

LC. Frances Benjamin Johnston photograph: Sixteenth Street and Riggs Place facades, negative number not known. Print inscribed: "Justice Brown's Residence 1216".

97, 98, 99 The interior of the Victorian Toutorsky mansion (*left and below*) is one of the richest in Washington. The owner uses the house as a music academy as well as a dwelling; he and his wife acquired the house empty and have steadily added collections of a most catholic sort.

To my dear friend Roger Tibel
in appreciation of his many
outstanding achievements
and with best wishes for
continued success and happiness.
Affectionately,
Basil Toutorsky





Affectionately
Maria Toutorsky
April 1 - 1985