

CONDITIONS OF USE FOR THIS PDF

The images contained within this PDF may be used for private study, scholarship, and research only. They may not be published in print, posted on the internet, or exhibited. They may not be donated, sold, or otherwise transferred to another individual or repository without the written permission of The Museum of Modern Art Archives.

When publication is intended, publication-quality images must be obtained from SCALA Group, the Museum's agent for licensing and distribution of images to outside publishers and researchers.

If you wish to quote any of this material in a publication, an application for permission to publish must be submitted to the MoMA Archives. This stipulation also applies to dissertations and theses. All references to materials should cite the archival collection and folder, and acknowledge "The Museum of Modern Art Archives, New York."

Whether publishing an image or quoting text, you are responsible for obtaining any consents or permissions which may be necessary in connection with any use of the archival materials, including, without limitation, any necessary authorizations from the copyright holder thereof or from any individual depicted therein.

In requesting and accepting this reproduction, you are agreeing to indemnify and hold harmless The Museum of Modern Art, its agents and employees against all claims, demands, costs and expenses incurred by copyright infringement or any other legal or regulatory cause of action arising from the use of this material.

NOTICE: WARNING CONCERNING COPYRIGHT RESTRICTIONS

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted material. Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or reproduction is not to be "used for any purpose other than private study, scholarship, or research." If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use," that user may be liable for copyright infringement.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

25 February 1988

Scott Burton
360 West 36 Street
8 South
New York, NY 10001

Dear Scott:

This letter, when accepted by you, will constitute the agreement between us under which Max Protetch, Inc. ("MPI") will represent you and act as your sales agent under the terms and conditions set forth below:

1. MPI will have the exclusive right in the New York metropolitan area to exhibit and sell works of art made by or for you within the period of this agreement. You will have the right to make arrangements for other exhibitions outside of the New York metropolitan area, and MPI may also do so with your consent.
2. MPI will pay all expenses of exhibition at its Gallery, including printing, advertising, catalogues and brochures, announcements, photographs, insurance, installation, shipping to and from your studio and clients, engineer's reports, specialized technical support, and all other expenses incurred in connection with your exhibitions. In addition to selling and exhibiting your work, MPI will actively promote your reputation and your work with museums, the architectural profession, and private collectors, will attempt to secure commissions for you and will attempt to have books and articles published about you and your work.
3. You will establish the price of each work consigned by you to MPI for sale, after consultation with MPI. MPI will sell your work at those prices, except that a discount of not more than 10% may be given to museums and other dealers. Additional discounts may be given only after your consent has been secured, but any discount in excess of 10% shall be deducted from MPI's commission, unless we shall otherwise agree.
4. MPI will continue to advance you the sum of \$10,000 per month, payable \$5000 on the first day of each month and \$5000 on the fifteenth day. In addition, MPI will advance all costs and expenses of production of any work which we mutually agree will be sold by MPI during the term of this agreement. If we fail to agree, then you shall have the right to have the work made and sold by another party, either in the New York metropolitan area or elsewhere, provided, however, that the price at which the work is offered for sale by you or your agent shall not be more than 10% below the sale price which you proposed to MPI.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

Page 2

5. For MPI's efforts on your behalf, it shall receive a commission of 50% of the net sales price of a work which MPI sells, or which is sold in an exhibition arranged by MPI, after MPI first recovers the actual production costs advanced by MPI for the production of the work. Production costs shall be MPI's actual incurred expenses for materials, labor, transportation costs between fabricators and from fabricators to MPI and expenses incurred by you which MPI has paid in connection with your activities in production of a work. MPI shall also be entitled to receive 20% of (a) your net proceeds of the sale of a work which is inspired by a client's specific site (a "commissioned work"), and (b) of royalties received by you on work licensed for production by you during the period of this agreement. Your net proceeds from the sale of a commissioned work shall be the amount earned by you from such sale after deducting all costs and expenses incurred by you in connection with the commissioned work. MPI shall not be entitled to the payment of the aforementioned 20% of net proceeds unless the entire sum due you from the sale of a commissioned work has been paid.

5a. In situations that are not strictly "sales" or "commissions" (herein described as "projects"), MPI and you agree that MPI shall receive 35% of monies you receive for said "projects" after MPI's and your direct expenses involved in completing the "project" are deducted.

6. Promptly after any sale of your work, MPI will inform you of the sale, the sales price and the name and address of the purchaser and shall send you a copy of the invoice.

7. Within ten days after the execution of this agreement, MPI will furnish you with a written accounting showing (i) the title of each work consigned by you which has been sold by MPI during the period covered by the accounting, (ii) the purchase price, (iii) the name and address of each purchaser, (iv) a detailed statement of all production costs actually paid by MPI for each work, (v) the amount due you, and (vi) the amount actually received by MPI from the purchaser as of the date of the statement. Where less than full payment has been made for a work, the amount received by MPI will be applied first to pay the amount due for production costs. Thereafter 50% of all payments received by MPI shall be payable to you. MPI will assume all credit responsibility and will make payment to you of the entire amount due to you on a sale no later than six months from the date on which the invoice to the purchaser is rendered by MPI, or such other date as the purchaser is rendered to MPI, or such other date as the purchaser becomes obligated to pay MPI, irrespective of whether or not MPI has been paid by the purchaser in part or in whole.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

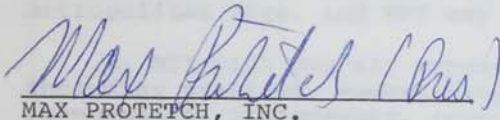
Page 3

8. MPI will render statements to you within 30 days after the last day of June, September, December, and March during the term of this agreement. Each statement will be accompanied by payment of the amount then due to you as shown by the accounting.

9. This agreement has been entered into as of March 1, 1988 and shall continue until February 28, 1990. It represents the entire agreement between us, shall be interpreted under the laws of the State of New York, and shall not be modified except by a written agreement signed by both parties.

10. MPI will have no lien, claim, or right of ownership with respect to any work of yours whether completed or in progress and shall have no continuing interest in any work or edition of your work.

Very truly yours,


MAX PROTETCH, INC.

ACCEPTED AND AGREED TO:

SCOTT BURTON

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

25 February 1988

Scott Burton
360 West 36 Street
8 South
New York, NY 10001

Dear Scott:

This letter, when accepted by you, will constitute the agreement between us under which Max Protetch, Inc. ("MPI") will represent you and act as your sales agent under the terms and conditions set forth below:

1. MPI will have the exclusive right in the New York metropolitan area to exhibit and sell works of art made by or for you within the period of this agreement. You will have the right to make arrangements for other exhibitions outside of the New York metropolitan area, and MPI may also do so with your consent.
2. MPI will pay all expenses of exhibition at its Gallery, including printing, advertising, catalogues and brochures, announcements, photographs, insurance, installation, shipping to and from your studio and clients, engineer's reports, specialized technical support, and all other expenses incurred in connection with your exhibitions. In addition to selling and exhibiting your work, MPI will actively promote your reputation and your work with museums, the architectural profession, and private collectors, will attempt to secure commissions for you and will attempt to have books and articles published about you and your work.
3. You will establish the price of each work consigned by you to MPI for sale, after consultation with MPI. MPI will sell your work at those prices, except that a discount of not more than 10% may be given to museums and other dealers. Additional discounts may be given only after your consent has been secured, but any discount in excess of 10% shall be deducted from MPI's commission, unless we shall otherwise agree.
4. MPI will continue to advance you the sum of \$6000 per month, payable \$3000 on the first day of each month and \$3000 on the fifteenth day. In addition, MPI will advance all costs and expenses of production of any work which we mutually agree will be sold by MPI during the term of this agreement. If we fail to agree, then you shall have the right to have the work made and sold by another party, either in the New York metropolitan area or elsewhere, provided, however, that the price at which the work is offered for sale by you or your agent shall not be more than 10% below the sale price which you proposed to MPI.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012

212.966.5454

Page 2

5. For MPI's efforts on your behalf, it shall receive a commission of 50% of the net sales price of a work which MPI sells, or which is sold in an exhibition arranged by MPI, after MPI first recovers the actual production costs advanced by MPI for the production of the work. Production costs shall be MPI's actual incurred expenses for materials, labor, transportation costs between fabricators and from fabricators to MPI and expenses incurred by you which MPI has paid in connection with your activities in production of a work. MPI shall also be entitled to receive 20% of (a) your net proceeds of the sale of a work which is inspired by a client's specific site (a "commissioned work"), and (b) of royalties received by you on work licensed for production by you during the period of this agreement. Your net proceeds from the sale of a commissioned work shall be the amount earned by you from such sale after deducting all costs and expenses incurred by you in connection with the commissioned work. MPI shall not be entitled to the payment of the aforementioned 20% of net proceeds unless the entire sum due you from the sale of a commissioned work has been paid.

R.P.
5a. In situations that are not strictly "sales" or "commissions" (herein described as "projects"), MPI and you agree that MPI shall receive 35% of monies you receive for said "projects" after MPI's and your direct expenses involved in completing the "project" are deducted.

1
5b. When commissions earned by MPI are not paid to MPI by you within six (6) months of receipt by you, MPI shall have the right to ownership of work(s) of art by you in lieu of monetary payment. The value of those work(s) of art shall be equal to the amount due to you upon the sale of the said work(s) of art. 2

6. Promptly after any sale of your work, MPI will inform you of the sale, the sales price and the name and address of the purchaser and shall send you a copy of the invoice.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012

212.966.5454

Page 3

7. Within ten days after the execution of this agreement, MPI will furnish you with a written accounting showing (i) the title of each work consigned by you which has been sold by MPI during the period covered by the accounting, (ii) the purchase price, (iii) the name and address of each purchaser, (iv) a detailed statement of all production costs actually paid by MPI for each work, (v) the amount due you, and (vi) the amount actually received by MPI from the purchaser as of the date of the statement. Where less than full payment has been made for a work, the amount received by MPI will be applied first to pay the amount due for production costs. Thereafter 50% of all payments received by MPI shall be payable to you. MPI will assume all credit responsibility and will make payment to you of the entire amount due to you on a sale no later than six months from the date on which the invoice to the purchaser is rendered by MPI, or such other date as the purchaser is rendered to MPI, or such other date as the purchaser becomes obligated to pay MPI, irrespective of whether or not MPI has been paid by the purchaser in part or in whole.

8. MPI will render statements to you within 30 days after the last day of June, September, December, and March during the term of this agreement. Each statement will be accompanied by payment of the amount then due to you as shown by the accounting.

9. This agreement has been entered into as of March 1, 1988 and shall continue until February 28, 1990. It represents the entire agreement between us, shall be interpreted under the laws of the State of New York, and shall not be modified except by a written agreement signed by both parties.

10. MPI will have no lien, claim, or right of ownership with respect to any work of yours whether completed or in progress and shall have no continuing interest in any work or edition of your work.

Very truly yours,

MAX PROTETCH, INC.

ACCEPTED AND AGREED TO:

SCOTT BURTON

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch
37 West 57 Street
New York 10019
212·838·7436

3 July 1985

Scott Burton
86 Thompson Street
New York, NY 10012

Approved

Dear Scott:

This letter, when accepted by you, will constitute the agreement between us under which Max Protetch, Inc. ("MPI") will represent you and act as your sales agent under the terms and conditions set forth below:

1. MPI will have the exclusive right in the New York Metropolitan area to exhibit and sell works of art made by or for you within the period of this agreement. You will have the right to make arrangements for other exhibitions outside of the New York Metropolitan area, and MPI may also do so with your consent.

2. MPI will pay all expenses of exhibitions at its gallery, including printing, advertising, catalogues and brochures, announcements, photographs, insurance, installation, shipping to and from your studio and clients, engineer's reports, specialized technical support, and all other expenses incurred in connection with your exhibitions. In addition to selling and exhibiting your work, MPI will actively promote your reputation and your work with museums, the architectural profession, and private collectors, will attempt to secure commissions for you and will attempt to have books and articles published about you and your work.

3. You will establish the price of each work consigned by you to MPI for sale, after consultation with MPI. MPI will sell your work at those prices, except that a discount of not more than 10% may be given to museums and other dealers. Additional discounts may be given only after your consent has been secured, but any discount in excess of 10% shall be deducted from MPI's commission, unless we shall otherwise agree.

4. MPI will continue to advance to you the sum of \$6000 per month, payable \$3000 on the first day of each month and \$3000 on the fifteenth day. In addition, MPI will advance all costs and expenses of production of any work which we mutually agree will be sold by MPI during the term of this agreement. If we fail to agree, then you shall have the right to have the work made and sold by another party, either in the New York Metropolitan area, or elsewhere, provided, however, that the price at which the work is offered for sale by you or your agent shall not be more than 10% below the sale price which you proposed to MPI.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

37 West 57 Street
New York 10019
212·838·7436

Burton, page 2

5. For MPI's efforts on your behalf, it shall receive a commission of 50% of the net sales price of a work which MPI sells, or which is sold in an exhibition arranged by MPI, after MPI first recovers the actual production costs advanced by MPI for the production of the work. Production costs shall be MPI's actual incurred expenses for materials, labor, transportation costs between fabricators and from fabricators to MPI and expenses incurred by you which MPI has paid in connection with your activities in production of a work. MPI shall also be entitled to receive 20% of (a) your net proceeds of the sale of a work which is inspired by a client's specific site (a "commissioned work"), and (b) of royalties received by you on work licensed for production by you during the period of this agreement. Your net proceeds from the sale of a commissioned work shall be the amount earned by you from such sale after deducting all costs and expenses incurred by you in connection with the commissioned work. MPI shall not be entitled to the payment of the aforementioned 20% of net proceeds unless the entire sum due to you from the sale of a commissioned work has been paid.

6. Promptly after any sale of your work, MPI will inform you of the sale, the sales price and the name and address of the purchaser and shall send you a copy of the invoice.

7. Within ten days after the execution of this agreement MPI will furnish you with a written accounting showing (i) the title of each work consigned by you which has been sold by MPI during the period covered by the accounting, (ii) the purchase price, (iii) the name and address of each purchaser, (iv) a detailed statement of all production costs actually paid by MPI for each work, (v) the amount due you, and (vi) the amount actually received by MPI from the purchaser as of the date of the statement. Where less than full payment has been made for a work, the amount received by MPI from the purchaser as of the date of the statement. Where less than full payment has been made for a work, the amount received by MPI will be applied first to pay the amount due for production costs. Thereafter 50% of all payments received by MPI shall be payable to you. MPI will assume all credit responsibility and will make payment to you of the entire amount due to you on a sale no later than six months from the date on which the invoice to the purchaser is rendered by MPI, or such other date as the purchaser is rendered by MPI, or such other date as the purchaser becomes obligated to pay MPI, irrespective of whether or not MPI has been paid by the purchaser in part or in whole.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

37 West 57 Street
New York 10019
212·838·7436

Burton, page 3

8. MPI will render statements to you within 30 days after the last day of June, September, December, and March during the term of this agreement. Each statement will be accompanied by payment of the amount then due to you as shown by the accounting.

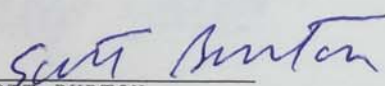
9. This agreement has been entered to as of March 1, 1985 and shall continue until February 28, 1988. It represents the entire agreement between us, shall be interpreted under the laws of the State of New York, and shall not be modified except by a written agreement signed by both parties.

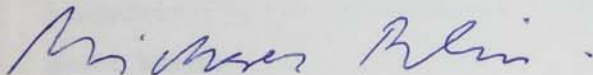
10. MPI will have no lien, claim, or right of ownership with respect to any work of yours whether completed or in progress and shall have no continuing interest in any work or edition of your work.

Very truly yours,
MAX PROTETCH, INC.

By 

ACCEPTED AND AGREED TO:


SCOTT BURTON



The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

2/11/88

Scott Burton
360 West 36th.Street
8 South
New York
NY 10001

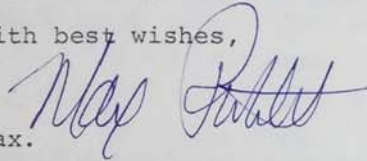
Dear Scott:

This letter is to confirm our recent telephone conversations with reference to one of the Rock Chairs currently located at the Lisson Gallery in London. I have agreed to purchase this from the Lisson Gallery for \$16,000. I have also agreed to pay you 35% of our profit on the piece, but no less than \$16,000, when we ourselves have been paid.

Unless I hear from you I'll assume that all of the above meets with your agreement.

With best wishes,

Max.



Agreed-----

Scott Burton

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series/Folder:
	Burton	II.138

NEW HAVEN
ART FABRICATORS INC.

5/2/89

LARGE SCALE SCULPTURES

71 SHELTON AVE.
NEW HAVEN, CONN. 06511
Michael Bliss
Max Protetch Gallery
560 Broadway
New York, N.Y. 10012

TELEPHONE 782-2224
876-0343
April 29, 1989

New work

we are pleased to quote as follows:

- 1) "Removable top table" 21"h. x 24"l. x 24"w.
Painted steel with removable top
 $\frac{3}{8}$ " square frame with $\frac{1}{4}$ " plate \$ 1,900.00

- 2) The following folded pieces made from one plate and bent
 - 6 a) Chair 31"h. x 19"w. x 20"l.
In $\frac{3}{8}$ " stainless steel with 80 grit d.a./passivated \$ 2,685.00
 - 2 b) Table for four 29"h. x 33"w. x 55"l.
In $\frac{1}{2}$ " stainless steel with 80 grit d.a. and passivated \$ 4,925.00
 - 2 c) Table for two 29"h. x 33"w. x 35"l.
In $\frac{1}{2}$ " stainless steel with 80 grit d.a. and passivated \$ 3,880.00
 - 2 d) Bench 18"h. x 18"w. x 38"l.
In $\frac{3}{8}$ " stainless with 80 grit d.a. and passivated \$ 1,890.00
 - 2 e) Stool 18"h. x 18"w. x 19"l.
In $\frac{3}{8}$ stainless with 80 grit d.a. and passivated \$ 1,395.00

- 3) Scott Burton's "Secret folded chair"
In stainless steel $\frac{1}{8}$ " thick depending on the as yet
undecided folding of the plate \$1,500 to \$2,800

Prices above are without shipping.
TERMS: 1/3 deposit, 1/3 midpoint, 1/3 shipped

*Chair to be
passivated*

① In Paris Funnel
chairs

Sincerely Yours

Peter Versteeg
Peter Versteeg, president

② Estimate
new flat table in steel
in correct knots (or 2?) thickness of steel?

③ Semi-circular table for 4 chairs - Finish - drawing
(214 version)

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series/Folder:
	Burton	II.138

DDA: FREE WORK 07/21/89 13:41:00
138-01 ACCT# 58296246

Customer's Receipt When Validated

Dollars		Cents
Cash		
Checks - List Separately		
1	65	00
2		
3		
4		
5		
Total	65	00

Deposits may not be available for immediate withdrawal.

Check Count: 1

Date: 7.24

Citybank, N.A. (Full name(s) in Account Title)

Address: SCOTT BURTON, 360 WEST 36th St, NY NY

Account No. 58296246

Zip Code: 10018

Please Do Not Write Below

STATEMENT
APRIL/MAY/JUNE 1989

06/01/89

With compliments

Scott -
Will do a list for
you of who bought
what next week together
with copies of theorie
best work

Max Protetch 560 Broadway NYC 10012, 212.966.5454

Julia

De Weck			
Net Sale Price			14400
Fabrication			1890
Due Scott			6255
Shands			
Net Sale Price	65000		13500
Fabrication	3925		1800
Due Scott Burton	30537		5850
Balser			
Net Sale Price	94950		
Fabrication	8207		
Due Scott Burton	43371		
Daitz			
Net Sale Price	21600		
Fabrication	1595		
Due Scott Burton	10002		
Gund			
Net Sale Price	22500		
Fabrication	3000		
Due Scott Burton	9750		
Winton			
Net Sale Price	13500		
Fabrication	2275		
Due Scott Burton	5612		
Margolies			
Net Sale Price	45000		
Fabrication	16988		
Due Scott Burton	14006		
Anderson			
Net Sale Price	50000		
Fabrication	10355		
Due Scott Burton	19822		
Fine			
Net Sale Price	67500		
Fabrication	4707		
Due Scott Burton	31396		
Lewis			
Net Sale Price	106000		
Fabrication	18812		
Due Scott Burton	43594		

2.50
PAID
14400
1890
6255

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

Deposit Checking		Date	7.24.89	19	Dollars	Cents
Citibank, N.A. Account of (Full name(s) in Account Title)		SCOTT BURTON			Cash	
Address		360 WEST 36th St NY NY			Checks - List Separately	
Zip Code		10018			1 68,807.15	
Enter Checking Account Number - No. of Digits		58296246			2	
Account No.		58296246			3	
Please Do Not Write Below		Check Count			4	
					5	
					Total 68,807.15	

DDA: FREE WORK 07/21/89 13-41:08 BR 011 TLR# 29
138-01 ACCT# 58296246

Customer's Receipt When Validated

Miller		Hunter	
Net Sale Price	49500	Net Sale Price	14400
Fabrication	6520	Fabrication	1890
Due Scott Burton	21490	Due Scott Burton	6255
De Weck		Page	
Net Sale Price	40000	Net Sale Price	13500
Fabrication	3909	Fabrication	1800
Due Scott Burton	18045	Due Scott Burton	5850
Shands		Holloway	
Net Sale Price	65000	Net Sale Price	35000
Fabrication	3925	Fabrication	8629
Due Scott Burton	30537	Due Scott Burton	13185
Balser		Margolies	
Net Sale Price	94950	Net Sale Price	45000
Fabrication	8207	Fabrication	16988
Due Scott Burton	43371	Due Scott Burton	14006
Daitz		Anderson	
Net Sale Price	21600	Net Sale Price	50000
Fabrication	1595	Fabrication	10355
Due Scott Burton	10002	Due Scott Burton	19822
Gund		Fine	
Net Sale Price	22500	Net Sale Price	67500
Fabrication	3000	Fabrication	4707
Due Scott Burton	9750	Due Scott Burton	31396
Winton		Lewis	
Net Sale Price	13500	Net Sale Price	106000
Fabrication	2275	Fabrication	18812
Due Scott Burton	5612	Due Scott Burton	43594

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

SCOTT BURTON

STATEMENT

06/01/89

APRIL/MAY/JUNE 1989

Due Scott Burton as of 03/31/89(Sales Made and Paid) -0-
Due Scott Burton as of 03/31/89(Sales Made,not Paid) 95362.50

SALES MADE AND PAID

SALES MADE,NOT PAID

Miller
Net Sale Price 49500
Fabrication 6520
Due Scott Burton 21490

De Weck
Net Sale Price 40000
Fabrication 3909
Due Scott Burton 18045

Shands
Net Sale Price 65000
Fabrication 3925
Due Scott Burton 30537

Balser
Net Sale Price 94950
Fabrication 8207
Due Scott Burton 43371

Daitz
Net Sale Price 21600
Fabrication 1595
Due Scott Burton 10002

Gund
Net Sale Price 22500
Fabrication 3000
Due Scott Burton 9750

Winton
Net Sale Price 13500
Fabrication 2275
Due Scott Burton 5612

Hunter
Net Sale Price 14400
Fabrication 1890
Due Scott Burton 6255

Page
Net Sale Price 13500
Fabrication 1800
Due Scott Burton 5850

Holloway
Net Sale Price 35000
Fabrication 8629
Due Scott Burton 13185

Margolies
Net Sale Price 45000
Fabrication 16988
Due Scott Burton 14006

Anderson
Net Sale Price 50000
Fabrication 10355
Due Scott Burton 19822

Fine
Net Sale Price 67500
Fabrication 4707
Due Scott Burton 31396

Lewis
Net Sale Price 106000
Fabrication 18812
Due Scott Burton 43594

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

Grover
Net Sale Price 54000
Fabrication 10222
Due Scott Burton 21889

Goldschmidt
Net Sale Price 58500
Fabrication 4717
Due Scott Burton 26891

TOTAL 138807.00 182888.00

REMITTED IN QUARTER

CHECK	DATE	AMOUNT
2226	03.30.89	30000
2251	03.31.89	5000
2305	05.02.89	5000
2347	05.15.89	5000
2404	06.01.89	5000
2471	06.15.89	5000
2477	06.15.89	10000
2505	06.27.89	5000
		<hr/> 70000

SUMMARY

Beginning of quarter		-0-
Remitted in Quarter	70000	< 70000 >
Due Scott for quarter on sales made and paid	138807	68807**
Due Scott on Sales made but not paid		182888

Set Aside pending fabrication:

Harold Price
Net Sale Price 67500
Fabrication
Due Scott Burton

**Check #2592 enclosed

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

SCOTT BURTON

STATEMENT

04/01/89

JANUARY/FEBRUARY/MARCH 1989

Due Scott Burton as of 01/01/89(Sales made and Paid) <37415.25>
Due Scott Burton as of 01/01/89 Overall 109409.75

SALES MADE AND PAID

National Gallery
Net Sale Price 180000
Fabrication 16000(E) ???
Due Scott Burton 82000

SALES MADE, NOT PAID

Hunter
Net Sale Price 14400
Fabrication 1890
Due Scott Burton 6255

Page
Net Sale Price 13500
Fabrication 1800
Due Scott Burton 5850

Miller
Net Sale Price 49500
Fabrication 6520
Due Scott Burton 21490

De Weck
Net Sale Price 40000
Fabrication 3909
Due Scott Burton 18045

Holloway
Net Sale Price 35000
Fabrication 8629
Due Scott Burton 13185

Shands
Net Sale Price 65000
Fabrication 3925
Due Scott Burton 30537.50

TOTAL: 82000

95362.50

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

REMITTED IN QUARTER

CHECK	DATE	AMOUNT
1890	01.03.89	5000
1943	01.16.89	5000
1981	01.31.89	5000
2039	02.16.89	5000
2100	03.01.89	5000
2138	03.15.89	5000
2160	03.30.89	5000
TOTAL		35000

SUMMARY

Beginning of quarter		<37415.25>
Remitted in quarter	35000	<72415.25>
Due Scott for quarter on sales made and paid	82000	9584.75
Due Scott on sales made but not paid		95362.50

CHECK ENCLOSED: # 2185 \$9584.75

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York
212.966.54

With compliments

SCOTT BURTON

/89

Due Scott
Due Scott

<99433.25>
33631.75

SALES MADE

Beron
Net Sale
Fabricat

Max Protetch 560 Broadway NYC 10012 212.966.5454

14400
1890
6255

Wells
Net Sale Price 60000
Fabrication 5920
Due Scott Burton 27040

Page
Net Sale Price 13500
Fabrication 1800
Due Scott Burton 5850

Solomon
Net Sale Price 75000
Fabrication 16000
Due Scott Burton 20650

Miller
Net Sale Price 49500
Fabrication 6520
Due Scott Burton 21490

Jacobsen
Net Sale Price 18000
Fabrication 4000
Due Scott Burton 7000

De Weck
Net Sale Price 40000
Fabrication 3909
Due Scott Burton 18045

Gagosian (WRIGHT)
Net Sale Price 58500
Fabrication 4944
Due Scott Burton 26778

Holloway
Net Sale Price 35000
Fabrication 8629
Due Scott Burton 13185

National Gallery
Net Sale Price 180000
Fabrication(E) 16000
Due Scott Burton 82000

TOTALS 102018

146825

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

SCOTT BURTON

STATEMENT
OCTOBER/NOVEMBER/DECEMBER 1988

01/01/89

Due Scott Burton as of 10/01/88 (Sales Made and Paid) <99433.25>
Due Scott Burton as of 10/01/88 Overall 33631.75

SALES MADE AND PAID

Beron
Net Sale Price 49500
Fabrication 8400
Due Scott Burton 20550

Wells
Net Sale Price 60000
Fabrication 5920
Due Scott Burton 27040

Solomon
Net Sale Price 75000
Fabrication 16000
Due Scott Burton 20650

Jacobsen
Net Sale Price 18000
Fabrication 4000
Due Scott Burton 7000

Gagosian (WRIGHT)
Net Sale Price 58500
Fabrication 4944
Due Scott Burton 26778

TOTALS 102018

SALES MADE, NOT PAID

Hunter
Net Sale Price 14400
Fabrication 1890
Due Scott Burton 6255

Page
Net Sale Price 13500
Fabrication 1800
Due Scott Burton 5850

Miller
Net Sale Price 49500
Fabrication 6520
Due Scott Burton 21490

De Weck
Net Sale Price 40000
Fabrication 3909
Due Scott Burton 18045

Holloway
Net Sale Price 35000
Fabrication 8629
Due Scott Burton 13185

National Gallery
Net Sale Price 180000
Fabrication(E) 16000
Due Scott Burton 82000

146825

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
 New York 10012
 212.966.5454

STATEMENT

REMITTED IN QUARTER

CHECK	DATE	AMOUNT
1546	10/01/88	5000
1574	10/13/88	5000
1625	10/31/88	5000
1724	11/15/88	5000
1764	12/01/88	5000
1831	12/16/88	15000
TOTAL		40000

SUMMARY

Beginning of quarter		< 99433.25>
Remitted in quarter	40000	<139433.25>
Due Scott for quarter on sales made and paid	102018	< 37415.25>
Due Scott on sales made but not paid	146825	109409.75

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

SCOTT BURTON

STATEMENT

10/01/88

Due Scott Burton as of 07/01/88(Sales Made and Paid)
Due Scott Burton as of 07/01/88(Overall)

<62933.25>
49482.25

With compliments

SALES MADE

D

1989
1990
1991
1992
1993
1994
1995
1996
1997
1998
1999
2000
TOTAL

14400
1890
6255

13500
1800
5850

SUMMARY

Max Protetch 560 Broadway NYC 10012 212.966.5454

49500
8400
20550

Beginning
Balance
Due Scott for quarter
on sales made not paid
Due Scott on sales made
not yet paid

-0-

11000

Miller
Net Sale Price 49500
Fabrication 6520
Due Scott Burton 21490

De Weck
Net Sale Price 40000
Fabrication 3909
Due Scott Burton 18045.50

Holloway
Net Sale Price 35000
Fabrication(E) 8629
Due Scott Burton 13185

Wells
Net Sale Price 60000
Fabrication 5920
Due Scott Burton 27040

Solomon
Net Sale Price 75000
Fabrication 16000
Due Scott Burton 20650

TOTAL

133065

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

REMITTED IN QUARTER

SCOTT BURTON

Commissions received through Max Protetch Gallery

CHECK	DATE	AMOUNT
1251	07/01/88	5000
1293	07/13/88	5000
1303	07/20/88	5000
1344	08/01/88	5000
1405	08/16/88	5000
1423	09/01/88	5000
1495	09/16/88	5000
CASH		1500
TOTAL		36500

SUMMARY

Beginning of quarter		<62933.25>
Remitted in quarter	36500	<99433.25
Due Scott for quarter on sales made and paid	-0-	<99433.25>
Due Scott on sales made but not paid	133065	33631.75

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
 New York 10012
 212.966.5454

10/01/88

SCOTT BURTON

Commissions Invoiced through Max Protetch Gallery

Commissions Invoiced and Paid

Commissions Invoiced but not Paid

Client: BCE
 Amount: 19000
 SB Expenses: To be calculated
 Due SB: 19000

Client: De Weck
 Amount: 15000
 SB Expenses: To be calculated
 Due SB: 15000

19000 remitted directly to
 Scott Burton via MPI 09/01/88

Total of Commissions 340,000
 Payment Received: 220,000
 Balance Due: 120,000
 25% of commission
 total: 30,000

See at this time

Please make checks payable to Max Protetch Inc.

Thank you.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

September 23rd. 1988

Pierre De Weck
Union Bank of Switzerland
299 Park Avenue
New York
NY 10071

STATEMENT

Invoice # 1621 (Copy attached)

COMMISSION # 1	Total of Commission:	\$60,000
	Payment received:	\$30,000
	Balance due:	\$30,000
<u>Due at this time:</u>	25% of commission total:	<u>\$15,000</u>

Please make checks payable to Max Protetch Inc.

Thank you.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

January 7th. 1988

Pierre De Weck
Union Bank of Switzerland
299 Park Avenue
New York
NY 10071

Invoice # 1621

SCOTT BURTON

COMMISSION # 1:Interior commission of the two(2) objects in the stairs and main reception area for which the fee is \$60,000.For this fee Scott Burton is to provide the plans. Purchaser/architects will assume the cost of fabrication, site preparation and installation. \$60,000.00

COMMISSION # 2:Exterior commission involving four (4) granite plant stands approximately nine(9) feet high and two(2) trash receptacles for a fee of \$25,000.(Purchaser/architects will assume costs of fabrication,site preparation and installation. \$25,000.00

Sub-total: \$85,000.00

Sales Tax N/A

TOTAL: \$85,000.00

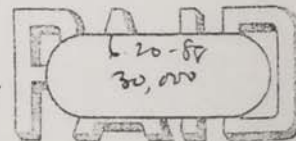
Payment Terms:

Commision # 1:Payment due on receipt and acceptance by yourselves of plans by Scott Burton.

Commission# 2:Payment due on receipt and approval by yourselves and Fisher Brothers of plans by Scott Burton.

Please make checks out to MAX PROTETCH INC.

Thank You.



FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

July 20th.1988

B.C.E Development Corporation
Toronto Dominion Bank Tower
PO Box 3 Suite 3850
Toronto Dominion Center
King Street West
Toronto M5K 1A1 Ontario
CANADA.
Attn:John Roce, Vice President, Construction

Invoice # 1700

B.C.E PLACE - CANADA TRUST TOWER

Phase 2: Payment # 1 in accordance with the agreement with Scott Burton: \$19,000 US

Total this Invoice: \$19,000.US

Please make check payable to SCOTT BURTON.

Thank you.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

As of 08/01/88

SCOTT BURTON

Commissions Invoiced through Max Protetch Gallery

Commissions Invoiced and Paid

Client: De Weck
Amount: 30,000
SB Expenses: 3,000 (E)
Due SB: 24,600

Client: BCE
Amount: 33,000
SB Expenses: To be calculated
Due SB: 33,000

TOTAL: 57,600

Remitted to SB: 57,600**

Due SB: 43,600

** Check#1281 7.8.88 33,000
Check#1282 7.8.88 24,600

← 2400 M.P. commission paid

Commissions Invoiced but not Paid

Client: De Weck
Amount: 30,000
SB Expenses: 3,000 (E)
Due SB: 24,600

Client: BCE
Amount: 19,000
SB Expenses: To be calculated
Due SB: 19,000

TOTAL: 43,600

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

SCOTT BURTON

STATEMENT

AS OF 07/01/88

Report for April, May, June 1988

Due Scott Burton as of 4/1/88(Sales made and paid) <37058.25>
Due Scott Burton as of 4/1/88(Overall) 118697.25

SALES MADE AND PAID

De Weck
Net Sale Price 85000
First Payment 30000
Due Scott Burton 24600

BCE Corp
Net Sale Price 33000
Due Scott Burton 33000

Price
Net Sale Price 15300
Fabrication 2450
Due Scott Burton 6425

Silverman
Net Sale Price 29750
Fabrication 4350
Due Scott Burton 12700

SALES MADE, NOT PAID

Hunter
Net Sale Price 14400
Fabrication 1890
Due Scott Burton 6255

Page
Net Sale Price 13500
Fabrication 1800
Due Scott Burton 5850

Beron
Net Sale Price 49500
Fabrication 8400
Due Scott 20550

Miller
Net Sale Price 49500
Fabrication 6520
Due Scott Burton 21490

De Weck
Net Sale Price 55000
Due Scott Burton 44600

De Weck
Net Sale Price 40000
Fabrication(E) 12000
Due Scott Burton 14000

Holloway
Net Sale Price 35000
Fabrication(E) 8629
Due Scott Burton 13185

Wells
Net Sale Price 60000
Fabrication 5920
Due Scott Burton 27040

TOTAL 76725

TOTAL 152970

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

REMITTED IN QUARTER

CHECK	DATE	AMOUNT
12619	4/13/88	20000
12624	4/15/88	5000
1046	5/02/88	5000
1081	5/15/88	5000
1147	6/01/88	5000
1186	6/15/88	5000
		<hr/> 45000

SUMMARY

Beginning of quarter		<37058.25>
Remitted in quarter	45000	<82058.25>
Due Scott for quarter on sales made and paid	76725	< 5333.27>
Due Scott on sales made but not paid	152970	147636.73

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

REVISED

SCOTT BURTON

STATEMENT

AS OF 07/01/88

Report for April, May, June 1988

Due Scott Burton as of 4/1/88(Sales made and paid) <37058.25>
Due Scott Burton as of 4/1/88(Overall) 54743.62

SALES MADE AND PAID

Price
Net Sale Price 15300
Fabrication 2450
Due Scott Burton 6425

Silverman
Net Sale Price 29750
Fabrication 4350
Due Scott Burton 12700

SALES MADE, NOT PAID

Hunter
Net Sale Price 14400
Fabrication 1890
Due Scott Burton 6255

Page
Net Sale Price 13500
Fabrication 1800
Due Scott Burton 5850

Beron
Net Sale Price 49500
Fabrication 8400
Due Scott 20550

Miller
Net Sale Price 49500
Fabrication 6520
Due Scott Burton 21490

De Weck
Net Sale Price 40000
Fabrication 3909
Due Scott Burton 18045.50

Holloway
Net Sale Price 35000
Fabrication(E) 8629
Due Scott Burton 13185

Wells
Net Sale Price 60000
Fabrication 5920
Due Scott Burton 27040

TOTAL 19125

TOTAL 112415.50

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

STATEMENT AS OF 3/31/88

REMITTED IN QUARTER

CHECK	DATE	AMOUNT
12619	4/13/88	20000
12624	4/15/88	5000
1046	5/02/88	5000
1081	5/15/88	5000
1147	6/01/88	5000
1186	6/15/88	5000
		<u>45000</u>

SUMMARY

Beginning of quarter		<37058.25>
Remitted in quarter	45000	<82058.25>
Due Scott for quarter on sales made and paid	19125	<62933.25>
Due Scott on sales made but not paid	112415.50	49482.25

Net Sale Price 49000
Provisional 4000
Due Scott Burton 21000

Net Sale Price 49000
Provisional 4000
Due Scott Burton 21000

Net Sale Price 49000
Provisional 4000
Due Scott Burton 21000

Net Sale Price 49000
Provisional 4000
Due Scott Burton 21000

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

REVISED

SCOTT BURTON

STATEMENT

AS OF 04/01/88

Report for Jan/Feb/March 1988

Due Scott Burton as of 4/1/88(sales Made and paid) <\$43597.25>
Due Scott Burton as of 4/1/88(sales made,not paid) \$45586.82

SALES MADE AND PAID

BALTIMORE MUSEUM
Net Sale Price 40000
Fabrication 3591.86
Due Scott Burton 18204.87

SACHS
Net Sale Price 37700
Fabrication 4029
Due Scott Burton 16835

HONEYWELL
Net Sale Price 60000
Fabrication 7000 (E)
Due Scott Burton 26500

SALES MADE,NOT PAID

HUNTER
Net Sale Price 14400
Fabrication 1890
Due Scott Burton 6255

PAGE
Net Sale Price 13500
Fabrication 1800
Due Scott Burton 5850

BERON
Net Sale Price 49500
Fabrication 8400
Due Scott Burton 20550

MILLER
Net Sale Price 49500
Fabrication 6520
Due Scott Burton 21490

DE WECK
Net Sale Price 40000
Fabrication 3909
Due Scott Burton 18045.50

HOLLOWAY
Net Sale Price 35000
Fabrication (E) 8629
Due Scott Burton 13185.50

PRICE
Net Sale Price 15300
Fabrication 2450
Due Scott Burton 6425

TOTAL

61539.87

TOTAL

91801.00

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

REMITTED IN QUARTER

CHECK	DATE	AMOUNT
7723	01/01/88	20000
7724	01/01/88	5000
7759	01/15/88	5000
7829	02/02/88	5000
7872	02/15/88	5000
7924	03/03/88	5000
7977	03/15/88	5000
12751	03/29/88	5000

		55000

SUMMARY

Beginning of quarter		<43597.25>
Remitted in quarter	55000	<98597.25>
Due Scott Burton for quarter on sales made and paid	61539.87	<37057.38>
Due Scott Burton on sales made, not paid	91801.00	54743.62

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch
560 Broadway
New York 10012
212.966.5454

January 7th. 1988

Pierre De Weck
Union Bank of Switzerland
299 Park Avenue
New York
NY 10071

Invoice # 1621

... \$30 m
\$20
\$10

SCOTT BURTON

COMMISSION # 1:Interior commission of the two(2) objects in the stairs and main reception area for which the fee is \$60,000.For this fee Scott Burton is to provide the plans. Purchaser/architects will assume the cost of fabrication, site preparation and installation. \$60,000.00

COMMISSION # 2:Exterior commission involving four (4) granite plant stands approximately nine(9) feet high and two(2) trash receptacles for a fee of \$25,000.(Purchaser/architects will assume costs of fabrication,site preparation and installation. \$25,000.00

Sub-total:	\$85,000.00
Sales Tax	N/A
<u>TOTAL:</u>	<u>\$85,000.00</u>

Payment Terms:

Commision # 1:Payment due on receipt and acceptance by yourselves of plans by Scott Burton.

Commission# 2:Payment due on receipt and approval by yourselves and Fisher Brothers of plans by Scott Burton.

Please make checks out to MAX PROTETCH INC.

Thank You.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

January 7th.1988

Pierre De Weck
Union Bank of Switzerland
299 Park Avenue
New York
NY 10071

Invoice # 1622

SCOTT BURTON

Sale # 1:

Two pairs of two-part tables, Cerrizio Oscura Granite.
A total of four(4) tables for the conference area
at a purchase price of \$40,000, exclusive of shipping
from P.O.E., New York.

From a series of five(5) pairs in total. \$40,000.00

Sales Tax \$ 3,300.00

TOTAL: \$43,300.00

Payment Terms: 50% due on receipt of invoice, 50% on
delivery of work. Shipping costs P.O.E.,
New York, to be assumed by client.

Please make checks out to MAX PROTETCH INC.

Thank You.

*revised
5/5/88
to "special
edition"*

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

18 November 1987

Pierre De Weck
Union Bank of Switzerland
299 Park Avenue
New York, NY 10071

Dear Pierre:

I am writing to confirm the price schedule we discussed at our meeting yesterday. As you remember, we divided the Scott Burton plans for your lobby and garden into four (4) phases as follows:

COMMISSION 1: Interior commission of the two (2) objects in the stairs and main reception area for which the fee is \$60,000. For this fee Scott Burton is to provide the plans. Purchaser/architects will assume costs of fabrication, site preparation and installation. (I will obtain separate bids from another source for comparison purposes.)

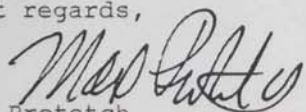
SALE 1: Four (4) TABLES for the conference area at a purchase price of \$40,000, which represents the purchase price, exclusive of shipping, of the completed objects including two (2) sets of granite TABLES of a series of five (5) sets.

COMMISSION 2: Exterior commission involving four (4) granite plant stands approximately nine (9) feet high and two (2) trash receptacles for a fee of \$25,000. (Purchaser/architects will assume costs of fabrication, site preparation and installation.)

SALE 2: Three (3) benches of a design submitted to you. This would be a special edition of three (3) at a fee of \$75,000, exclusive of shipping and installation. An edition of five (5) benches in different granites are to be offered for sale at a later date.

Thank you very much for your interest and enthusiasm about the work of Scott Burton. We look forward to this project, and I hope to see you in Ziba in the near future.

Best regards,


Max Protetch

MP:njg

No!
Special
ed.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

PIERRE DE WECK
SENIOR VICE PRESIDENT
UNION BANK OF SWITZERLAND
NEW YORK BRANCH

December 22, 1987

Mr. Max Protech
MAX PROTECH
560 Broadway
New York, New York 10012

Dear Max:

Thank you for your letter of November 18 restating the price schedule proposal we discussed. Moreover, I would like to confirm that Union Bank of Switzerland requests Scott Burton to proceed with Commissions I and II, and would like to obtain bids for the fabrication of such Commissions.

With reference to Sale 1, we would appreciate discussing the stone utilized with Scott Burton, however, we agree with the objects shown to us on 12/18.

Regarding Sale 2, we foresee the square benches suggested by Scott Burton, but need to discuss the outside concept with the Fisher Brothers, prior to committing ourselves to this purchase. Once we have received drawings or models of Commission II, we will approach the Fisher Brothers regarding this concept.

Wishing you a wonderful Holiday Season and a prosperous New Year, I remain,

Sincerely,

Pierre de Weck / bin

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

SCOTT BURTON

STATEMENT

AS OF 04/01/88

Report for Jan/Feb/March 1988

Due Scott Burton as of 4/1/88 (sales Made and paid) <\$43397.25>
Due Scott Burton as of 4/1/88 (sales made, not paid) \$43586.82

SALES MADE AND PAID

BALTIMORE MUSEUM
Net Sale Price 40000
Fabrication 3891.86
Due Scott Burton 18204.87

SACHS
Net Sale Price 37700
Fabrication 4029
Due Scott Burton 16835

HONEYWELL
Net Sale Price 60000
Fabrication 7000 (E)
Due Scott Burton 26500

SALES MADE, NOT PAID

HUNTER
Net Sale Price 14400
Fabrication 1890
Due Scott Burton 6258

PAGE
Net Sale Price 13500
Fabrication 1600
Due Scott Burton 5850

BERON
Net Sale Price 49500
Fabrication 8400
Due Scott Burton 20550

MILLER
Net Sale Price 49500
Fabrication 6520
Due Scott Burton 21490

DE WECK
Net Sale Price 85000
Due Scott Burton 68000 (20

DE WECK
Net Sale Price 40000
Fabrication (E) 12000
Due Scott Burton 14000

HOLLOWAY
Net Sale Price 35000
Fabrication (E) 9629
Due Scott Burton 13185.50

PRICE
Net Sale Price 15300
Fabrication 2450
Due Scott Burton 6425

TOTAL 61539.87

TOTAL 155755.50

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

REMITTED IN QUARTER

CHECK	DATE	AMOUNT
7723	01/01/88	20000
7724	01/01/88	5000
7759	01/15/88	5000
7829	02/02/88	5000
7872	02/15/88	5000
7924	03/03/88	5000
7977	03/15/88	5000
12751	03/29/88	5000

		55000

SUMMARY

Beginning of quarter		<43597.25>
Remitted in quarter	55000	<98597.25>
Due Scott Burton for quarter on sales made and paid	61539.87	<37057.38>
Due Scott Burton on sales made, not paid	155755.50	118698.12

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

With compliments

of the Bookkeeping Dept!

AS OF 9/30/87

Due Scott Burton as of 9/30/87 (SMP)
Due Scott Burton as of 9/30/87 (SMNP)

<41889>
15946

SALES MADE AND PAID

GENERAL MILLS
Net Sale Price 50000
Fabrication 24582.50
Due Scott Burton 12798.75

AGNES GUND
Net Sale Price 31500
Fabrication 4934
Due Scott Burton 13283

SALES MADE BUT NOT PAID

BALTIMORE MUSEUM
Net Sale Price 40000
Fabrication(E) 3000
Due Scott Burton 18500

SACHS
Net Sale Price 37700
Fabrication 4029
Due Scott Burton 16835

LIFTON
Net Sale Price 60000
Fabrication 10000
Due Scott Burton 25000

HUNTER
Net Sale Price 14400
Fabrication 1890
Due Scott Burton 6255

GERSTIN
Net Sale Price 31500
Fabrication 4900
Due Scott Burton 13300

PAGE
Net Sale Price 13500
Fabrication 1800
Due Scott Burton 5850

TOTAL 25991.75

85740

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

SCOTT BURTON STATEMENT AS OF 9/30/87

Report for period 7/1/87 - 9/30/87

Due Scott Burton as of 9/30/87 (SMP) <41889>
Due Scott Burton as of 9/30/87 (SMNP) 15946

SALES MADE AND PAID

GENERAL MILLS
Net Sale Price 50000
Fabrication 24582.50
Due Scott Burton 12798.75

AGNES GUND
Net Sale Price 31500
Fabrication 4934
Due Scott Burton 13283

SALES MADE BUT NOT PAID

BALTIMORE MUSEUM
Net Sale Price 40000
Fabrication(E) 3000
Due Scott Burton 18500

SACHS
Net Sale Price 37700
Fabrication 4029
Due Scott Burton 16835

LIFTON
Net Sale Price 60000
Fabrication 10000
Due Scott Burton 25000

40,000

HUNTER
Net Sale Price 14400
Fabrication 1890
Due Scott Burton 6255

GERSTIN
Net Sale Price 31500
Fabrication 4900
Due Scott Burton 13300

PAGE
Net Sale Price 13500
Fabrication 1800
Due Scott Burton 5850

TOTAL 25991.75 85740

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

REMITTED TO SCOTT BURTON 7/1/87 - 9/30/87

Check	Date	Amount
7089	7/01/87	5000
7105	7/09/87	5000
7174	8/01/87	5000
7211	8/04/87	2000
7260	8/14/87	3000
7279	8/18/87	1000
7332	8/31/87	5000
7356	9/14/87	5000

31000

SUMMARY

Beginning of Quarter		<41889.00>
Remitted in Quarter	31000	<72889.00>
Due Scott Burton for Quarter on Sales Made and Paid	25991.75	<46897.25>
Due on Sales Made but not Paid	85740	38842.75

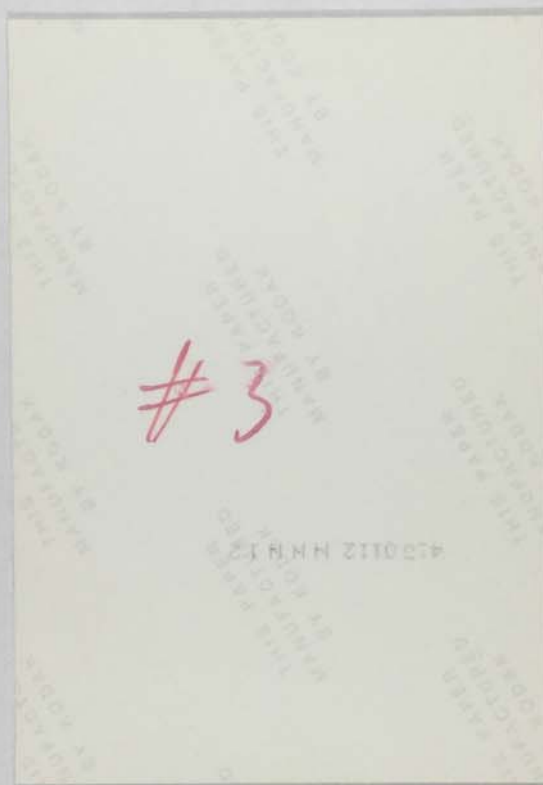
FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138



FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138



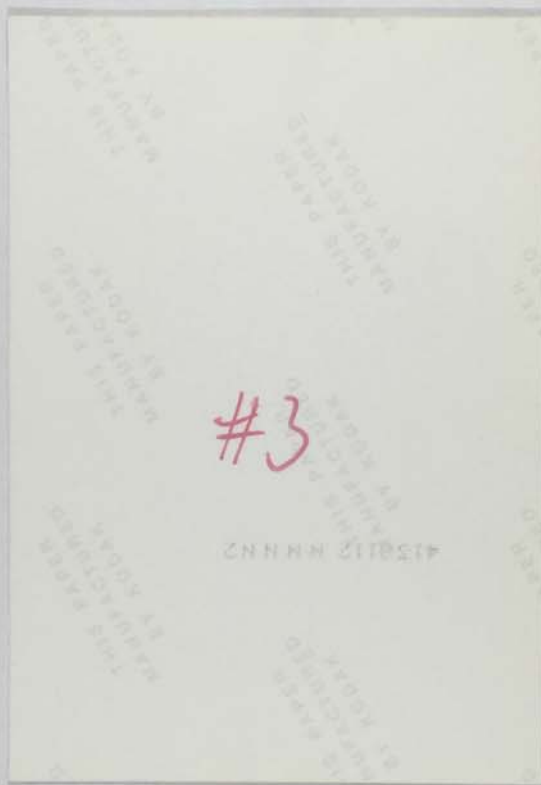
FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138



FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138



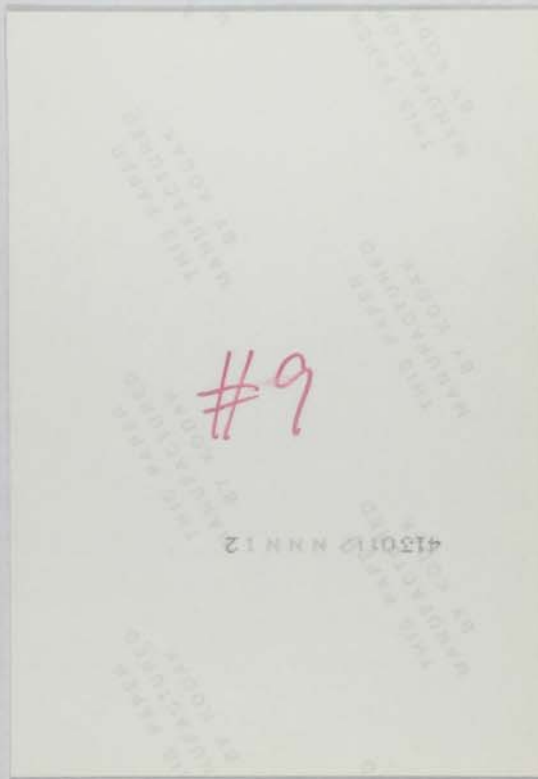
FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138



FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138



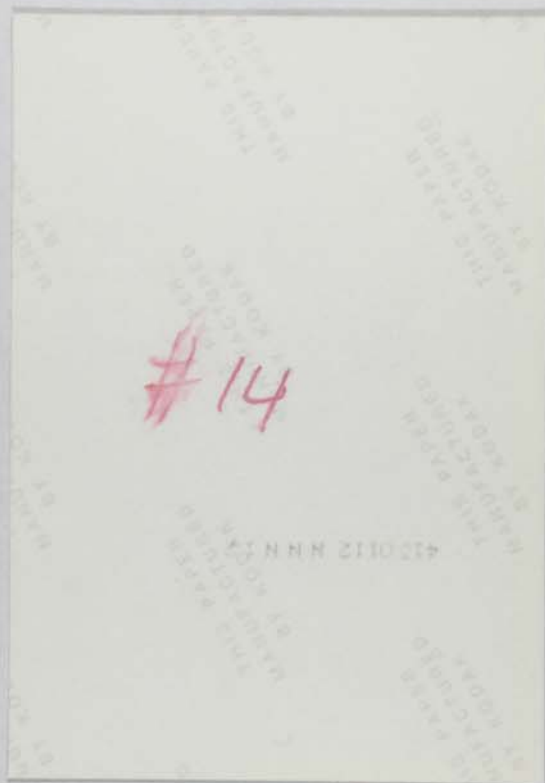
FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138



FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138



FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138



PIECE #9
SPLIT CUT - BUT DEEP ENOUGH

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138



PIECE # 14

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138



FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138



FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138



The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

KAY STEVENSON'S NOTES

JOB # 88-6528

#3: "WHALE" IS COMPLETED EXCEPT FOR JET CLEANING

9' 6" x 5' x 1' 3"

SEAT 2' 1"
BACK HEIGHT 1' 4"

#8 "TADPOLE" SETTEE IN SIZE, BUT ONLY "ONE SEATER"
AS COMPLETED.
RIDIAN GRANITE
6' x 4' x 3'
COMPLETE EXCEPT FOR JET CLEANING.

#9 "TAPESTRY" SMALL BLACK AND WHITE SINGLE SEAT ("SCOTT'S OWN")
SEAT CUT AND COMPLETE. SHOULD IT BE DEEPER? AWAITING
SCOTT' INSTRUCTIONS RE DEPTH.

3' 9" x 3' 4" x 3' 7"

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

560 Broadway
New York 10012
212.966.5454

#14 SMALL RED/BLACK RAINBOW

2'10" x 2'9" x 3' 6"

SEAT DEPTH ONLY 12"
SEAT BACK HEIGHT 1' 7"

SHOULD SEAT DEPTH BE INCREASED?

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch
 37 West 57 Street
 New York 10019
 212.838.7436

TATE GALLERY LIVERPOOL

Richard Francis
 CURATOR

ALBERT DOCK, LIVERPOOL L5 4BB
 Telephone: 051-709 5225

*Mondays
 13
 1130
 gallery*

04.01.87

UNREC

PS

— Copper Tables

784.00
 2975.00

— Mahogany Tables

3693.25

* 3/4 Cube Bench

5340.00

* 2 Cube Cafe Tables (2)

4900.00

* Pair of Side Tables (1)

4600.00

* 2 Piece Granite Chair

4000.00

— Ebony Triangle Table

4934.00

* Pair of Two Part Chairs

4944.00

Concrete Tables

2217.00

* Cafe Table

1707.00

* Slatt Chair

2466.00

— Ivory Table

250.00

~~Concrete Tables (84/85)~~

~~230.00~~

Michael Rice Welding(Corten Bench)

670.00

Hilgartner Natural Stone

429.00

Expenses

(Barre, Reimbursement to Scott)

1291.24

48,300.49

NOT FINALISED

Nasher Rock Chairs

Baltimore Rock Chair

ON ORDER

1 Part Chair (Ghian Donne)

4480.00

2 Part Chair (Serizzo Scuro)

4900.00

New Cafe Table(Laurentian Pink/Gray)

1946.00

New Chaise (Laurentian Pink)

4029.00

15,355.00

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch
37 West 57 Street
New York 10019
212.838.7436

*Manders
13
1130
gallery*

04.01.87

SCOTT BURTON
UNRECOVERED FABRICATION/RESTORATION COSTS

— Copper Tables	2870.00	
	784.00	
	2975.00	
— Mahogany Tables	3693.25	
* 3/4 Cube Bench	5340.00	
* 2 Cube Cafe Tables (2)	4900.00	
* Pair of Side Tables (1)	4600.00	
* 2 Piece Granite Chair	4000.00	
— Ebony Triangle Table	4934.00	
* Pair of Two Part Chairs	4944.00	
Concrete Tables	2217.00	
* Cafe Table	1707.00	
* Slatt Chair	2466.00	
— Ivory Table	250.00	
Concrete Tables (84/85)	230.00	
Michael Rice Welding(Corten Bench)	670.00	
Hilgartner Natural Stone	429.00	
Expenses (Barre, Reimbursement to Scott)	1291.24	48,300.49

NOT FINALISED

Nasher Rock Chairs
Baltimore Rock Chair

ON ORDER

1 Part Chair (Ghian Donne)	4480.00	
2 Part Chair (Serizzo Scuro)	4900.00	
New Cafe Table(Laurentian Pink/Gray)	1946.00	
New Chaise (Laurentian Pink)	4029.00	15,355.00

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

37 West 57 Street
New York 10019
212.838.7436

01/07/86

SCOTT BURTON

Quarter ending 12/31/85

Sales Made and Paid

Mellon Bank
Net Sale Price: \$108,000.00
Fabrication: \$ 24,000.00
Due You: \$ 42,000.00

Sales made but not Paid

Hergenrader
Net Sale Price: \$27,000.00
Fabrication: \$ 5,500.00
Due You: \$10,750.00

Tate Gallery
Net Sale Price: \$45,000.00
Fabrication: \$ 7,230.00
Due You: \$18,885.00

Eleini
Net Sale Price: \$11,000.00
Fabrication: \$ 1,800.00
Due You: \$ 4,600.00

Total Due: \$42,000.00

Total Due: \$34,235.00

Payments made to you in the quarter ending 12/31/85 were as follows:

10/02/85 \$3,000.00
10/14/85 \$3,000.00
11/01/85 \$3,000.00

\$9000.00

Thus, according to the terms of the agreement between the gallery and yourself the amount due to you for the quarter ended 12/31/85 is \$33,000.00 (i.e. \$42,000.00 less \$9,000.00 remitted to you during the quarter). A second check is also enclosed, in the sum of \$3,000.00, being the stipend due as of the beginning of this quarter, commencing 01/01/86.

MB.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

SCOTT BURTON

As of 6/30/85

SUMMARY AND ADJUSTMENTS

1	2	3	4	5	6	7	8
1							
2	OWE SCOTT ON FRAGS MADE AND PAID					266451 ⁷³	
3							
4	REMITTED TO SCOTT					245795 ⁰⁰	
5							
6	BALANCE DUE SCOTT					20656 ⁷³ ₀₀	
7							
8							
9	LESS						
10							
11	1/2 LINDALOM BIRD BERT		1550			19106 ⁷³	
12							
13	1/2 COST EMERGENCY						
14	REPAIRS TABLES		1231 ⁷⁵			17875 ⁶⁸	
15							
16							
17	2 BENTWOOD CHAIRS		840			17035 ⁶⁸	
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							

The Museum of Modern Art Archives, NY

Collection:

Burton

Series.Folder:

II.138

SCOTT BURTON STATEMENT 09/30/85

Due Scott Burton as of 06/30/85 \$17035.68

Due Scott Burton for period 06/30-09/30/85

ITA Corporation \$11025.00

Joslyn Museum \$17370.00

Robert Kaye \$12775.00

TOTAL \$58205.68

Monies remitted to Scott Burton 06/30-09/30/85

Check #	Date	Amount
8447	07/01/85	\$03000.00
8452	07/08/85	\$40000.00
220	07/15/85	\$03000.00
296	07/30/85	\$03000.00
343	08/16/85	\$03000.00
373	09/02/85	\$03000.00
420	09/16/85	\$03000.00

TOTAL \$58000.00

DUE SCOTT BURTON: \$00205.68

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

37 West 57 Street
New York 10019
212·838·7436

January 21st.1986

Robert Carr CPA
Lutz & Carr
300 East 42nd.Street
New York
NY 10017

Dear Mr.Carr,

SCOTT BURTON

I accordance with the agreement between Scott and the Gallery dated July 3rd.1985 I am enclosing for your attention a statement for the quarter ended December 31st.1985,together with various back up documentation.

Please call me if you have any questions;in the meantime I'll send Scott a copy of this letter with enclosures;I have already sent him a brief summary of the enclosed together with a check for the amount due to him.

With best if belated wishes for the New Year,

Yours sincerely,

Michael Bliss.

Encl.

cc:Scott Burton.

The Museum of Modern Art Archives, NY

Collection:

Burton

Series.Folder:

II.138

SCOTT BURTON

STATEMENT

12/31/85

Due Scott Burton as of 01/10/85

00000.00

Due Scott Burton for period 01/10/85-12/31/85

Sales Made and Paid

Sales Made but not Paid

Mellon Bank

Net Sale Price: \$108,000.00

Fabrication : \$ 24,000.00

Due S. Burton: \$ 42,000.00

Hergenrader

Net Sale Price: \$27,000.00

Fabrication: \$ 5,500.00

Due S. Burton: \$10,750.00

Tate Gallery

Net Sale Price: \$45,000.00

Fabrication: \$ 7,230.00

Due S. Burton: \$18,885.00

Eleini

Net Sale Price: \$11,000.00

Fabrication: \$ 1,800.00

Due S. Burton: \$ 4,600.00

Total Due: \$ 42,000.00

Total Due: \$34,235.00

Monies remitted to Scott Burton 01/10/85-12/31/85

Check #

Date

Amount

448

10/02/85

\$3,000.00

481

10/14/85

\$3,000.00

525

11/01/85

\$3,000.00

\$ 9,000.00

DUE SCOTT BURTON

\$33,000.00

Paid \$33,000 Check #750 dated 01/07/86

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

7 West 57 Street
New York 10019
12·838·7436

21 December 1985

Ms. Marlene Eleini
5 Tedworth Court
15 Tedworth Square
London SW3 4DR
England
409.2237

INVOICE #1328

Scott Burton
CAFE TABLE
designed 1984; made 1985
Number 5 of 10
taivasallo granite
28 x 22 x 22 inches

\$13,000.

less discount 2,000.

11,000.

sales tax N/A

TOTAL DUE \$11,000.

Terms: \$5,000. due upon receipt of invoice; balance due
by December 31, 1986.

Please make check payable in U.S. currency to MAX PROTETCH, INC.

Thank you

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

WALKER & ZANGER INC

P.O. BOX 241 SCARSDALE, NY 10583-0241
(914) 472-5666

CUSTOMER'S COPY

CABLE ADDRESS: "ERUDITE SCARSDALE NY"
TELEX NO. 131520 ERUD SCDL

VEND NO	ORDER NO.	ORDER DATE
	W35033.00	MAY 30, 1985

- CONDITIONS OF SALE:
1. THIS ORDER IS SUBJECT TO CONFIRMATION BY THE PRODUCER.
 2. ALL CLAIMS MUST BE MADE TO US IN WRITING WITHIN FIVE (5) DAYS AFTER RECEIPT OF GOODS. CLAIM MUST BE ACCOMPANIED BY A COPY OF YOUR LETTER TO THE DELIVERING CARRIER NOTIFYING THEM OF SAID DAMAGE AND REQUESTING THEIR IMMEDIATE INSPECTION. MERCHANDISE MUST BE HELD INTACT FOR INSPECTION BY DELIVERING CARRIER AND/OR OUR INSURANCE COMPANY, OTHERWISE CLAIMS WILL NOT BE CONSIDERED OR ALLOWED.
 3. TRANSPORTATION AND HANDLING NOT INCLUDED IN PRICES AND ARE TO BE PAID BY PURCHASER UNLESS SPECIFICALLY SO INDICATED.
 4. WE SHALL NOT BE LIABLE FOR DELAY OR NON DELIVERY CAUSED BY PURCHASER OR BY FIRE, STORM, ACCIDENT, STRIKE, BOYCOTT, LOCKOUT, LACK OF TRANSPORTATION FACILITIES OR DELAYS THEREIN, CONDITIONS ARISING OUT OF WAR, GOVERNMENT REGULATION, ACTS OF GOD OR ANY OTHER REASON BEYOND OUR CONTROL.
 5. ESTIMATED DELIVERY DATES ARE BASED ON INFORMATION AVAILABLE AT TIME ORDER WAS PLACED AND IS SUBJECT TO VARIANCE.
 6. THIS ORDER CANNOT BE CANCELLED WITHOUT OUR PRIOR WRITTEN APPROVAL.

F.O.B.	TERMS	TO BE SHIPPED	PORT OF ENTRY	DATE

CUSTOMER:

MAX PROTETCH INC
37 W 57 ST
NEW YORK, NY 10019

SHIP TO:

MAX PROTETCH INC
37 W 57 ST
NEW YORK, NY 10019

CUST. ACCT. NO.	CUSTOMER'S ORDER NO.	SALES	TERMS	F.O.B.	PPD/COL
PO1078	VERBAL-MAX	01	L/C 30 DAYS	MILANO-ITALY	COLL

ACKNOWLEDGEMENT OF ORDER

LINE #	QUANTITY	U/M	ITEM	QUANTITY	U/M	SELL
001	1.0	PC	ITEM NUMBER: J5338-10-RB SIX PART SCULPTURE, TATE MODEL ROSA BAVENO GRANITE, POLISHED ON ALL EXPOSED FACES.	1.0	PC	PER PIECE 7230.0
002			ALL EDGES TO BE ROUNDED R= 1/4", ALL DIMENSIONS ON DRAWINGS TO BE HELD			
003	1.0	PC	ITEM NUMBER: J5338-7-TV TWO-PART SCULPTURE, CAFE TABLE MODEL. TAIVASSALLO GRANITE, POLISHED ON ALL EXPOSED EDGES.	1.0	PC	1800.0

IMPORTANT NOTICE

PRICES ARE BASED ON EXCHANGE, DUTY AND FREIGHT
RATES IN EFFECT ON THE DATE OF THIS CONFIRMATION.
ANY CHANGES IN THESE RATES ARE FOR BUYER'S
AND WILL BE SO REFLECTED IN OUR INVOICE.

THANK YOU FOR THIS BUSINESS

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

MAX Protetch

West 57 Street
New York 10019
2-838-7436

13 December 1985

Gilbert de Botton
c/o Mrs. T. Meier
173 Muhlebachstrasse
CH-8008 Zurich
Switzerland

INVOICE #1326*

SCOTT BURTON
SIX-PART SETTEE
designed 1982; made 1985
granite (rosa bavena)
36 x 65 x 39 inches
Number 2 of 2

\$60,000. (US)

less discount to Tate Gallery 15,000.

45,000.

sales tax N/A.

Total Due \$45,000.

* As per letter from Richard Francis, Tate Gallery, London.

Note: Sculpture acquired as 1986 gift to Tate Gallery: sculpture is currently located at the Tate Gallery.

Please make check payable to MAX PROTETCH, INC.

Thank you.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series/Folder:
	Burton	II.138

WALKER & ZANGER INC
 P.O. BOX 241 SCARSDALE, NY 10583-0241
 (914) 472-5666

CUSTOMER'S COPY

CABLE ADDRESS: "ERUDITE SCARSDALE NY"
 TELEX NO. 131520 ERUD SCDL

VEND NO	ORDER NO.	ORDER DATE
	W35033.00	MAY 30, 1985

- CONDITIONS OF SALE
1. THIS ORDER IS SUBJECT TO CONFIRMATION BY THE PRODUCER
 2. ALL CLAIMS MUST BE MADE TO US IN WRITING WITHIN FIVE (5) DAYS AFTER RECEIPT OF GOODS. CLAIM MUST BE ACCOMPANIED BY A COPY OF YOUR LETTER TO THE DELIVERING CARRIER NOTIFYING THEM OF SAID DAMAGE AND REQUESTING THEIR IMMEDIATE INSPECTION. MERCHANDISE MUST BE HELD INTACT FOR INSPECTION BY DELIVERING CARRIER AND/OR OUR INSURANCE COMPANY. OTHERWISE CLAIMS WILL NOT BE CONSIDERED OR ALLOWED.
 3. TRANSPORTATION AND HANDLING NOT INCLUDED IN PRICES AND ARE TO BE PAID BY PURCHASER UNLESS SPECIFICALLY SO INDICATED.
 4. WE SHALL NOT BE LIABLE FOR DELAY OR NON DELIVERY CAUSED BY PURCHASER OR BY FIRE, STORM, ACCIDENT, STRIKE, BOYCOTT, LOCKOUT, LACK OF TRANSPORTATION FACILITIES OR DELAYS THEREIN. CONDITIONS ARISING OUT OF WAR, GOVERNMENT REGULATION, ACTS OF GOD OR ANY OTHER REASON BEYOND OUR CONTROL.
 5. ESTIMATED DELIVERY DATES ARE BASED ON INFORMATION AVAILABLE AT TIME ORDER WAS PLACED AND IS SUBJECT TO VARIANCE.
 6. THIS ORDER CANNOT BE CANCELLED WITHOUT OUR PRIOR WRITTEN APPROVAL.

F.O.B.	TERMS	TO BE SHIPPED	PORT OF ENTRY	DATE

CUSTOMER:
MAX PROTETCH INC
 37 W 57 ST
 NEW YORK, NY 10019

SHIP TO:
MAX PROTETCH INC
 37 W 57 ST
 NEW YORK, NY 10019

T. ACCT. NO.	CUSTOMER'S ORDER NO.	SALES	TERMS	F.O.B.	PPD/COL
01078	VERBAL-MAX	01	L/C 30 DAYS	MILANO-ITALY	COLL

ACKNOWLEDGEMENT OF ORDER

#	QUANTITY	U/M	ITEM	QUANTITY	U/M	SELL
1	1.0	PC	ITEM NUMBER: J5338-10-RB SIX PART SCULPTURE, TATE MODEL ROSA BAVENO GREANITE, POLISHED ON ALL EXPOSED FACES. ALL EDGES TO BE ROUNDED R= 1/4", ALL DIMENSIONS ON DRAWINGS TO BE HELD	1.0	PC	PER PIECE 7230.0
2	1.0	PC	ITEM NUMBER: J5338-7-TV TWO-PART SCULPTURE, CAFE TABLE MODEL. TAVASSALLO GRANITE, POLISHED ON ALL EXPOSED EDGES.	1.0	PC	1800.0

IMPORTANT NOTICE
 PRICES ARE BASED ON EXCHANGE, DUTY AND FREIGHT
 RATES IN EFFECT ON THE DATE OF THIS CONFIRMATION.
 ANY CHANGES IN THESE RATES ARE FOR BUYER'S
 ACCOUNT AND WILL BE SO REFLECTED IN OUR INVOICE.

THANK YOU FOR THIS BUSINESS

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

~~Max~~ Protetch

7 West 57 Street
New York 10019
12-838-7436

November 7, 1985

Invoice Number 1308

W.J. Hergenrader
1784 East Brooks Road
Memphis, TN 38116-

INVOICE

SB85.001 SCOTT BURTON
Aluminum Chair

27000.00

1980-1 aluminum
30 x 23 1/2 x 70 in.
Original Price-\$ 30000.00 Discount-10.00%

Subtotal 27000.00

Sales Tax 0.00

TOTAL 27000.00

Less: Deposit 0.00

Balance Owed 27000.00

Shipping costs from NY to Memphis to be assumed by purchaser

Make checks payable to "Max Protetch, Inc."
THANK YOU

ENTERPRISE 5-25

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

RAYARC™
 1 BOX 2944, HARTFORD, CT. 06104
 LL TOLL FREE: 1-800-243-6250

FOLD AT (-) TO FIT GRAYARC 2/VIEW ENVELOPE #EW90W

Typewriter tab stops

REORDER ITEM # F:

TALLIX
 Center Dock P.O. Box 311
 PEEKSKILL, NEW YORK 10566

914 - 739-8014

INVOICE

Scott Burton

 MAX PROTETCH GALLERY

INVOICE NO. 21440
 INVOICE DATE 9/13/85
 SHIPPED TO _____

JR ORDER NO.	YOUR ORDER NO.	SALESMAN	TERMS	SHIPPED VIA	PPD. OR COLL
31564-F					
QUANTITY	DESCRIPTION	PRICE	AMOUNT		
1	<i>Spice Age Chair - Alum</i>		5500	00	
	<i>Less deposit</i>		2750	00	
			2750	00	
ENTERED OCT 5 1985					
907 A					

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

37 West 57 Street
New York 10019
212.838.7436

Client

18 October 1985

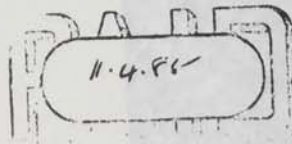
Mellon Bank
Two Mellon Bank Center
Room 250
Pittsburgh, Pennsylvania 15259
412.234.4775
att. Jane Richards Lane
Art Advisor

INVOICE # 1306

SCOTT BURTON
Chairs for Six (6 one-part chairs)
1985
rosso imperiale granite
37½ x 17½ x 39½ inches, each \$120,000.
less 10% discount 12,000.
\$108,000.
Sales tax N/A
TOTAL DUE \$108,000.

Note: Shipping and installation costs to be paid by purchaser.
PLEASE MAKE CHECK PAYABLE TO "MAX PROTETCH, INC."

Thank you



FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series/Folder:
	Burton	II.138

WALKER & ZANGER INC
 P.O. BOX 241 SCARSDALE, NY 10583-0241
 (516) 472-5666

CUSTOMER'S COPY

CABLE ADDRESS: "ERUDITE SCARSDALE NY"
 TELEX NO. 131520 ERUD SCDL

VEND NO	ORDER NO.	ORDER DATE
	W35072.00	JULY 30, 1985

- CONDITIONS OF SALE:
1. THIS ORDER IS SUBJECT TO CONFIRMATION BY THE PRODUCER.
 2. ALL CLAIMS MUST BE MADE TO US IN WRITING WITHIN FIVE (5) DAYS AFTER RECEIPT OF GOODS. CLAIM MUST BE ACCOMPANIED BY A COPY OF YOUR LETTER TO THE DELIVERING CARRIER NOTIFYING THEM OF SAID DAMAGE AND REQUESTING THEIR IMMEDIATE INSPECTION. MERCHANDISE MUST BE HELD INTACT FOR INSPECTION BY DELIVERING CARRIER AND/OR OUR INSURANCE COMPANY. OTHERWISE CLAIMS WILL NOT BE CONSIDERED OR ALLOWED.
 3. TRANSPORTATION AND HANDLING NOT INCLUDED IN PRICES AND ARE TO BE PAID BY PURCHASER UNLESS SPECIFICALLY SO INDICATED.
 4. WE SHALL NOT BE LIABLE FOR DELAY OR NON DELIVERY CAUSED BY PURCHASER OR BY FIRE, STORM, ACCIDENT, STRIKE, BOYCOTT, LOCKOUT, LACK OF TRANSPORTATION FACILITIES OR DELAYS THEREIN. CONDITIONS ARISING OUT OF WAR, GOVERNMENT REGULATION, ACTS OF GOD OR ANY OTHER REASON BEYOND OUR CONTROL.
 5. ESTIMATED DELIVERY DATES ARE BASED ON INFORMATION AVAILABLE AT TIME ORDER WAS PLACED AND IS SUBJECT TO VARIANCE.
 6. THIS ORDER CANNOT BE CANCELLED WITHOUT OUR PRIOR WRITTEN APPROVAL.

F.O.B.	TERMS	TO BE SHIPPED	PORT OF ENTRY	DATE

CUSTOMER:
 MAX PROTETCH INC
 37 W 57 ST
 NEW YORK, NY 10019

SHIP TO:
 MAX PROTETCH INC
 37 W 57 ST
 NEW YORK, NY 10019

ST. ACCT. NO.	CUSTOMER'S ORDER NO.	SALES	TERMS	F.O.B.	PPD/COL
201079	FERRAL MAX	01	LTR OF CREDIT	DOCK, N.Y.	COLL

ACKNOWLEDGEMENT OF ORDER

LINE #	QUANTITY	U/M	ITEM	QUANTITY	U/M	SELL
01	1.0	PC	ITEM NUMBER: 05308-1-R1 SIX-PART-SCULPTURE SETTE MODEL: F0500 IMPERIALE BRILLITE. POLISHED ON ALL EXPOSED SURFACES.	1.0	PC	24000.0
02			THIS CONFIRMS OUR TLY NO. 0088 PLEASE DO NOT DUPLICATE.			

IMPORTANT NOTICE
 PRICES ARE BASED ON EXCHANGE, DUTY AND FREIGHT
 RATES IN EFFECT ON THE DATE OF THIS CONFIRMATION.
 ANY CHANGES IN THESE RATES ARE FOR BUYER'S
 ACCOUNT AND WILL BE SO REFLECTED IN OUR INVOICE.

THANK YOU FOR THIS BUSINESS

Walker & Zanger

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch

37 West 57 Street
New York 10019
212·838·7436

21 November 1984

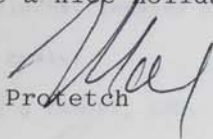
Scott Burton
86 Thompson Street
New York, NY 10012

Dear Scott,

Enclosed please find all the correspondence with Walker and Zanger concerning your "Geometric Granite" pieces, including the last, but not final, letter which we use to obtain our "letter of credit" from the bank. It's not complete because it doesn't include the second "Cafe Table" prototype in "grecio paola." (As I understand it, one prototype is for you personally and one for me personally. The Gallery is paying for their fabrication as our contribution to the Series.)

Please go over all this material and make sure that they're making the right pieces in the right quantities in the right materials: in other words, double-check Jonathan and me. Also enclosed is the original of Bob Griza's letter, for what its worth.

Have a nice holiday,


Max Protetch

enc.

MP:njg

*we are getting 7 sculptures
14 objects. (13?)*

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

CABLE ADDRESS
"ERUDITE SCARSDALE NY"
TELEX NO
131520 ERUD SCDL

OFFICES AND SHOWROOM
179 SUMMERFIELD ST.
SCARSDALE, N. Y. 10583

Walker & Zanger, Inc.

P. O. BOX 241
SCARSDALE, N. Y. 10583
(914) 472-5666 / 7

Your Ref. No. _____

Our Ref. No. J-5338-ORDER
34871

November 14, 1984

Mr. Max Protech
Max Protech Galleries
37 West 57th Street
New York, N.Y. 10019

Your Ref: Scott Burton
Sculptures

Dear Max:

Enclosed please find our order confirmation for the sculptures required for your New York show. Please go over the order carefully, and also go over the drawings enclosed, to make sure that there are no mistakes or omissions.

We have placed this order with the quarry and the factory so we would appreciate your expediting the opening of the letter of credit for the following amount:

Order 34871.....\$50,747.00 .

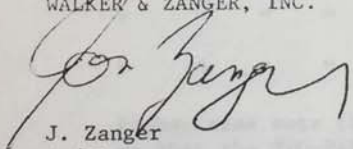
Except for the amount of this letter of credit, it may be filled out exactly as per the application attached to letter of October 29, 1984.

I have asked the quarry to air mail samples of each of the granites that will be cut for this job, and I expect to have them shortly. In the meantime, we look forward to receiving your letter of credit and a copy of the enclosed acknowledgement signed by you.

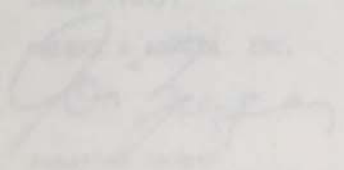
With kindest regards and best wishes, we remain,

Yours truly,

WALKER & ZANGER, INC.



J. Zanger
jz/rh
enc.



FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

CABLE ADDRESS
"ERUDITE SCARSDALE NY"
TELEX NO.
131520 ERUD SCDL

OFFICES AND SHOWROOM
179 SUMMERFIELD ST.
SCARSDALE, N. Y. 10583

Walker & Zanger, Inc.

P. O. BOX 241
SCARSDALE, N. Y. 10583
(914) 472-5666 / 7

Your Ref. No. _____

Our Ref. No. J-5338 (34871)

November 6, 1984

Mr. Max Protetch
Max Protetch Galleries
37 West 57th Street
New York, NY 10019

Re: Scott Burton Sculptures

Dear Max:

With further reference to my letter of October 29, 1984, the following are prices for the CAFE TABLE, in the materials required:

<u>STYLE</u>	<u>MATERIAL</u>	<u>QTTY</u>	<u>PRICE/PC.</u>
TWO-PART CAFE TABLE	GRIGIO PAOLA	1	\$ 2,009.00
" " " "	VERDE FONTAIN	1	2,842.00
" " " "	AZUL BAHIA	1	5,689.00

As noted in our letter of October 22, 1984, we can offer you a substantial discount if you are willing to participate in the risk of fabricating and importing these pieces. Should you be willing to accept the terms specified in our letter of October 22, the following are the revised prices:

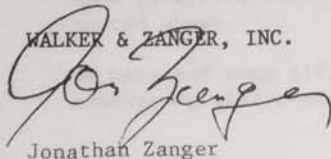
<u>STYLE</u>	<u>MATERIAL</u>	<u>QTTY</u>	<u>PRICE/PC.</u>
TWO-PART CAFE TABLE	GRIGIO PAOLA	1	\$ 1,707.00
" " " "	VERDE FONTAIN	1	2,415.00
" " " "	AZUL BAHIA	1	4,835.00

Please also note that I have been in touch with Scott Burton who has advised me that the TWO-PART BENCH & TABLE is to be executed in VERDE FONTAIN granite. I have telexed for prices, and will let you know the new price as s-on as possible (we quoted on GRIGIO PAOLA granite in our letter of October 29).

With kindest regards and best wishes, we remain,

Yours truly,

WALKER & ZANGER, INC.



Jonathan Zanger

JZ/ja

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series/Folder:
	Burton	II.138

CABLE ADDRESS
ERUDITE SCARSDALE NY
TELEX NO
131520 ERUD SCDL

OFFICES AND SHOWROOM
179 SUMMERFIELD ST
SCARSDALE, N. Y. 10583

Walker & Zanger, Inc.

P. O. BOX 241
SCARSDALE, N. Y. 10583

(914) 472-5666 / 7

Your Ref. No. _____

Our Ref. No. J-5338

October 29, 1984

Mr. Max Protetch
Max Protetch Galleries
37 West 57th Street
New York, NY 10019

Re: Scott Burton Sculptures

Dear Max:

Further to our letter of October 22, 1984, the following are prices for additional sculptures required for your February exhibition:

<u>STYLE</u>	<u>MATERIAL</u>	<u>QTTY</u>	<u>PRICE/PC.</u>
THREE-PART BENCH	GRIGIO PAOLA	3	\$ 5,800.00
TWO-PART BENCH & TABLE	GRIGIO PAOLA	1	\$ 2,290.00*
THREE-PART CHAISE	TAIVASSALLO	1	\$ 4,800.00

*Please note that the price for the TWO-PART BENCH & TABLE is based upon the dimensions illustrated by the artist, who has noted that these dimensions are subject to change.

As noted in our letter of October 22, we can offer you a substantial discount if you are willing to share in the risk of fabricating and importing these pieces. Should you be willing to accept the terms specified in our letter of October 22, the following prices would be applicable:

Should be verde on price

<u>STYLE</u>	<u>MATERIAL</u>	<u>QTTY</u>	<u>PRICE/PC.</u>
THREE-PART BENCH	GRIGIO PAOLA	3	\$ 4,930.00
TWO-PART BENCH & TABLE	GRIGIO PAOLA	1	\$ 1,945.00
THREE-PART CHAISE	TAIVASSALLO	1	\$ 4,080.00

Please note that the above prices are predicated on an order for all of the above, including the items quoted in our letter of October 22, 1984. Although the THREE-PART BENCH is for a different location, this would have to arrive with the other merchandise for us to maintain the prices quoted above.

We have had some difficulty getting quotations on the TWO-PART CAFE TABLE, however we will remit same as soon as possible.

continued....

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Mr. Max Protetch
Page 2

J-5338
October 29, 1984

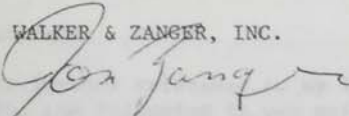
As you know, in order to expedite this order, it would be best if we begin as soon as possible. We can always order the TWO-PART CAFE TABLES at a later date, so as not to delay the entire shipment.

Therefore, I am enclosing a standard Letter of Credit application, filled out just as you shall fill it out for your bank. Once we are notified that the Letter of Credit has been opened, we will proceed with your order. In the meantime, please be sure to get the exact drawings for the TWO-PART BENCH and TABLE set from Scott.

Should you have any questions, please do not hesitate to call. With kindest regards and best wishes, we remain,

Yours truly,

WALKER & ZANGER, INC.


Jonathan Zanger

JZ/ja
enc.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

CABLE ADDRESS
"ERUDITE SCARSDALE NY"
TELEX NO.
131520 ERUD SCDL

OFFICES AND SHOWROOM
179 SUMMERFIELD ST.
SCARSDALE, N. Y. 10583

Walker & Zanger, Inc.

P. O. BOX 241
SCARSDALE, N. Y. 10583
(914) 472-5666 / 7

Your Ref. No. _____

Our Ref. No. J-5338 (34871)

November 9, 1984

Mr. Max Protetch
Max Protetch Galleries
37 West 57th Street
New York, NY 10019

Re: S. Burton Sculptures

Dear Max:

With further reference to my letters of October 29, 1984, and November 6, 1984, the following is our price for the Bench and Table set, executed in Verde Fountain Granite:

<u>STYLE</u>	<u>MATERIAL</u>	<u>QTTY</u>	<u>PRICE/PC.</u>
TWO-PART BENCH & TABLE	VERDE FONTAIN	1	\$ 4,440.00

As noted in our letter of October 22, we can offer you a substantial discount if you are willing to participate in the risk of fabricating and importing these pieces. Should you be willing to accept the terms specified in that letter, the following prices would apply:

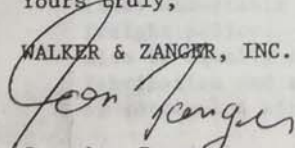
<u>STYLE</u>	<u>MATERIAL</u>	<u>QTTY</u>	<u>PRICE/PC.</u>
TWO-PART BENCH & TABLE	VERDE FONTAIN	1	\$ 4,220.00

Max, the dollar is now dropping rapidly, so I would like to place the order and buy the material as soon as possible. Please therefore advise me exactly which pieces you will be purchasing, so I may send you the exact amount for which to open your Letter of Credit.

With kindest regards and best wishes, we remain,

Yours truly,

WALKER & ZANGER, INC.


Jonathan Zanger

JZ/ja

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

CABLE ADDRESS
"ERUDITE SCARSDALE NY"
TELEX NO.
13190 ERUD SCOL

OFFICES AND SHOWROOM
179 SUMMERFIELD ST.
SCARSDALE, N. Y. 10583

Walker & Zanger, Inc.

P. O. BOX 241
SCARSDALE, N. Y. 10583
(914) 472-5666 / 7

Your Ref. No. _____

Our Ref. No. J-5338

October 22, 1984

Mr. Max Protetch
Max Protetch Galleries
37 West 57th Street
New York, NY 10019

Re: Scott Burton Sculptures

Dear Max:

Per our recent telephone conversations, the following are prices for three of the six Scott Burton sculptures to be included in your upcoming exhibit. These prices are F.O.B. dock New York, cleared through customs, ready for pick-up. Walker & Zanger is responsible for breakage during shipping from Italy, and is responsible for delivering sound material without defects.

STYLE	MATERIAL	QTTY	PRICE/PC.
SIX-PART SETEE	SIENITE BALMA	1	\$ 8,000.00
ONE-PART CHAIR	ROSA BAVENO	2	3,500.00
TWO-PART CHAIR	VERDE MAGGIORE	2	3,500.00

The following prices are based upon our sharing the risk during fabrication and shipment of these pieces. For these prices to be in effect, we would require your agreement on the following terms:

1. Should damage occur during shipment from the factory to the port in Italy, or from the port in Italy to the dock in New York, WALKER & ZANGER, INC. and MAX PROTETCH GALLERIES would carry equal responsibility.

If covered by insurance, WALKER & ZANGER, INC. and MAX PROTETCH GALLERIES would each be responsible for fifty per-cent (50%) of the ten per-cent (10%) deductible (over the entire shipment) on WALKER & ZANGER, INC.'s freight policy. WALKER & ZANGER, INC. and MAX PROTETCH GALLERIES would also be equally responsible for any additional costs incurred during re-fabrication and re-shipment of any damaged pieces, not covered by insurance or settlement with the carriers.

If not covered by insurance, WALKER & ZANGER, INC. and MAX PROTETCH GALLERIES would each be responsible for fifty per-cent (50%) of any costs incurred during re-fabrication and re-shipment of any damaged pieces, not covered by settlement with the carriers.

2. Should blocks selected by WALKER & ZANGER, INC. prove to be defective, WALKER & ZANGER, INC. and MAX PROTETCH GALLERIES shall share equally the

continued...

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

Max Protetch Galleries
Page 2

October 22, 1984
J-5338

cost of additional material and labor to complete the sculptures, re-fabricate parts, or replace sculptures.

3. If, because of limitations of time or because of any other reason, WALKER & ZANGER, INC. is charged with selection of material, WALKER & ZANGER, INC. will furnish samples of blocks to the artist for approval. Should it be necessary for WALKER & ZANGER, INC. to proceed with fabrication without sampling the actual blocks, WALKER & ZANGER, INC. shall not be responsible for variations in color or graining from showroom samples.

<u>STYLE</u>	<u>MATERIAL</u>	<u>QTTY</u>	<u>PRICE/PC.</u>
SIX-PART SETEE	SIENITE BALMA	1	\$ 6,800.00
ONE-PART CHAIR	ROSA BAVENO	2	2,975.00
TWO-PART CHAIR	VERDE MAGGIORE	2	2,975.00

Please note that all of the above prices are predicated on an order for all of the above pieces, plus one (1) piece of the THREE-PART CHAISE LOUNGE (to be quoted in TAIVASSALLO granite), one (1) TWO-PART BENCH AND TABLE set (to be quoted in VERDE FONTAIN granite), and two (2) pieces of the TWO-PART CAFE TABLE (to be quoted in AZUL BAHIA granite and GRIGIO PAOLA granite). Unless all of these pieces are shipped together, there will be an additional charge for partial shipments.

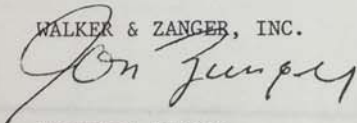
Terms shall be Letter of Credit payable at ten (10) days sight against a commercial invoice and a dock delivery order.

We look forward to your comments regarding the above, and to answering any questions you may have. We should be receiving pricing on the balance of the items shortly, at which time we can finalize your order and confirm shipping dates, quantities, and materials.

With kindest regards and best wishes, we remain,

Yours truly,

WALKER & ZANGER, INC.



Jonathan Zanger

JZ/ja

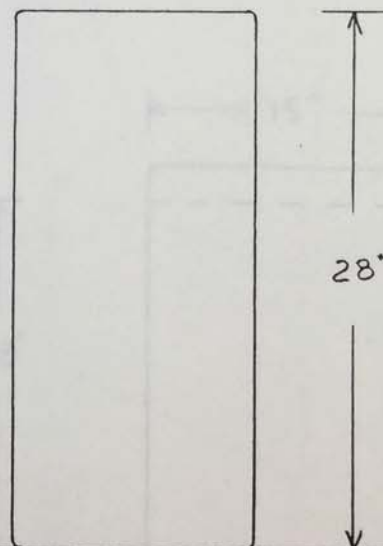
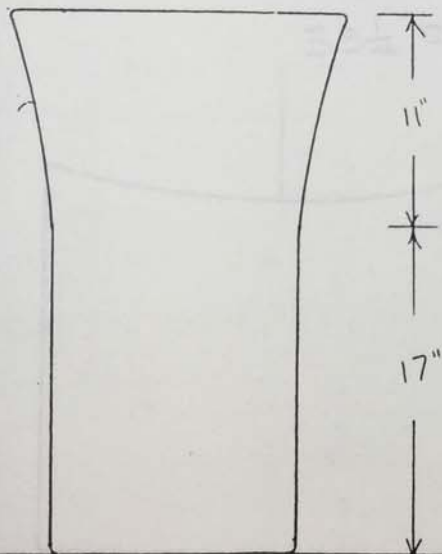
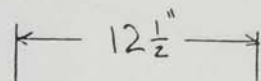
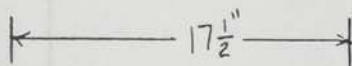
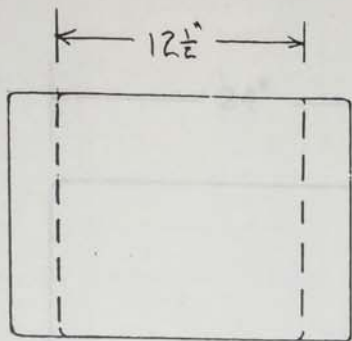
FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

34871 1 pc ~~GRIGIO PAVLOV~~
VERDE FONTAIN

J-5338-3

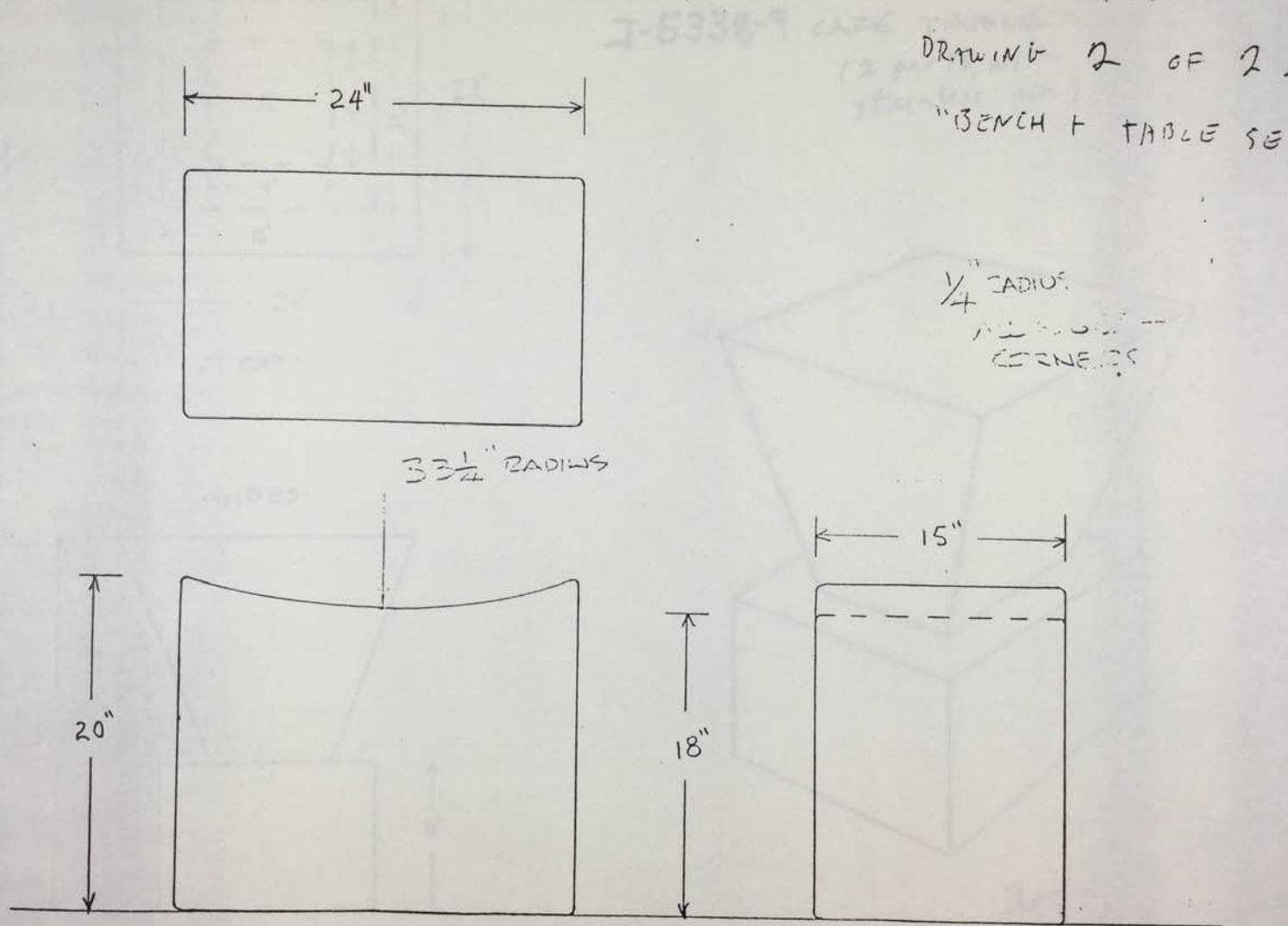
DRAWING 1 OF 2
"BENCH + TABLE SET"



1/4" RADIUS
ON EDGES
CORNERS

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

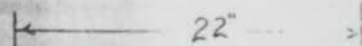
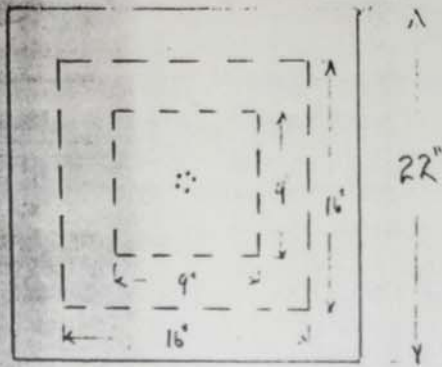
The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138



FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

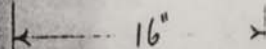
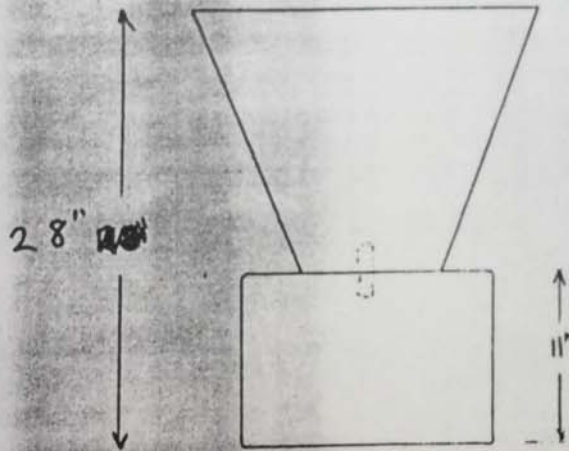
ALL EDGES
RADIUS $\frac{1}{4}$ "



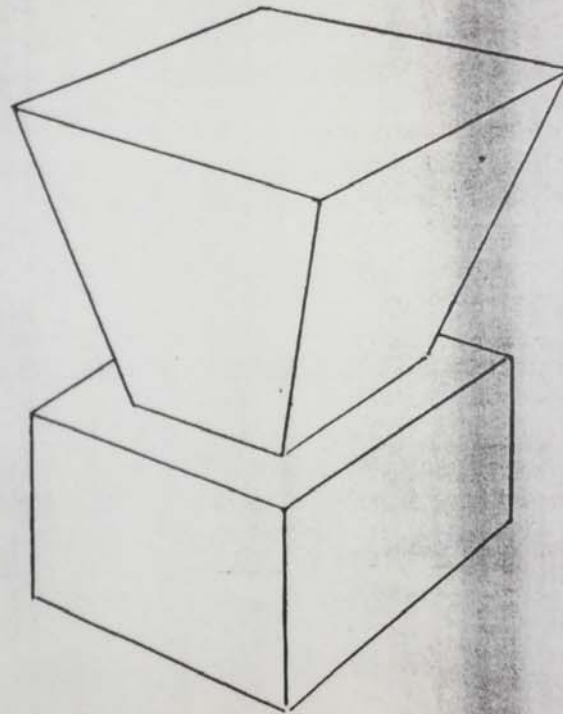
TOP

EVERT
BASE OF
PYRMID

SIDES



J-5338-9 CAFE TABLE
(2 parts, with
stainless pin)



34871

- 1 PC AZUL BAHIA
- 1 PC GRIGIO PAULA
- 1 PC VERDE FONTAIN

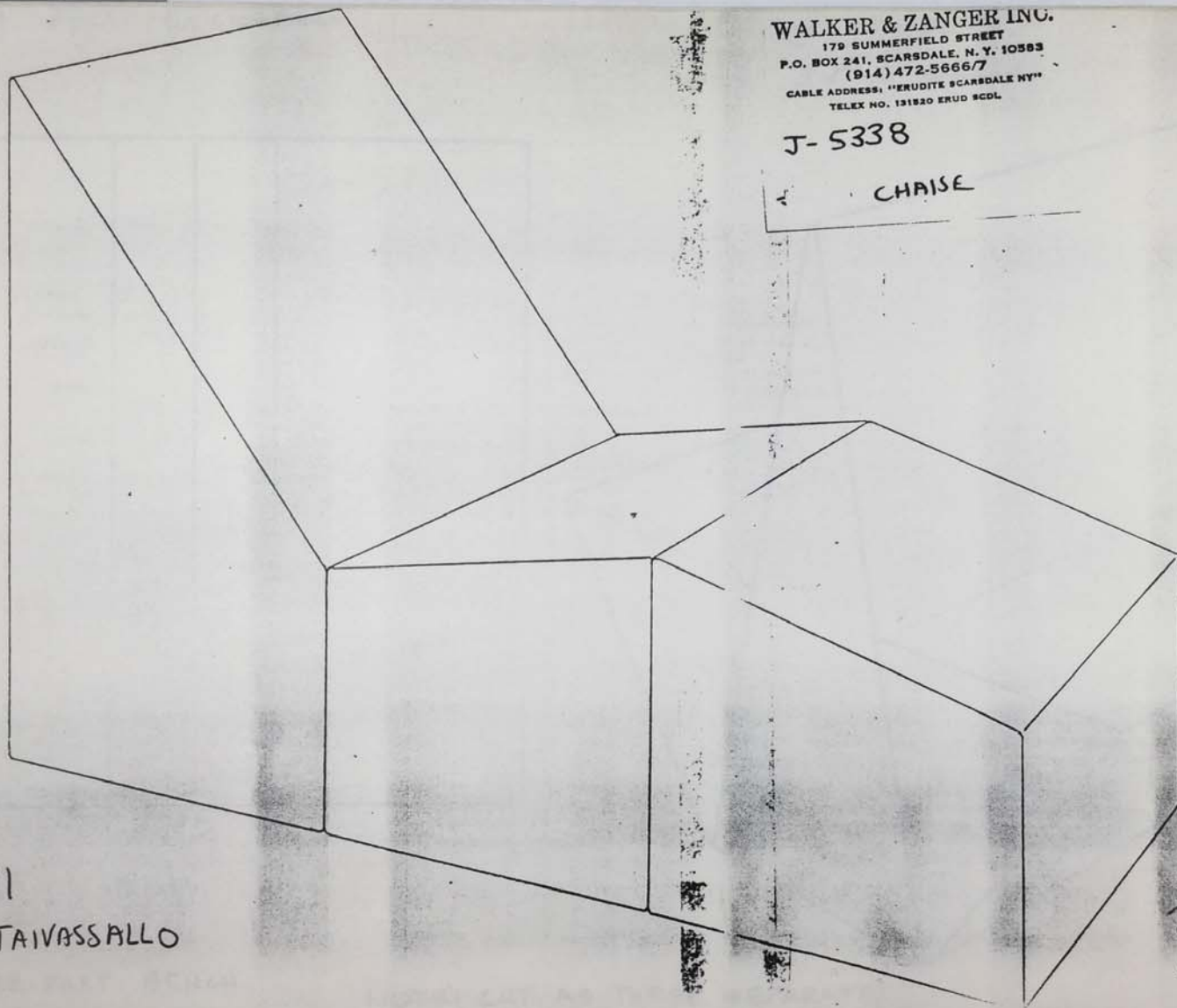
FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

WALKER & ZANGER INC.
179 SUMMERFIELD STREET
P.O. BOX 241, SCARSDALE, N. Y. 10583
(914) 472-5666/7
CABLE ADDRESS: "ERUDITE SCARSDALE NY"
TELEX NO. 131820 ERUD SCOL

J-5338

CHAISE



34871
1 pc TAIVASSALLO

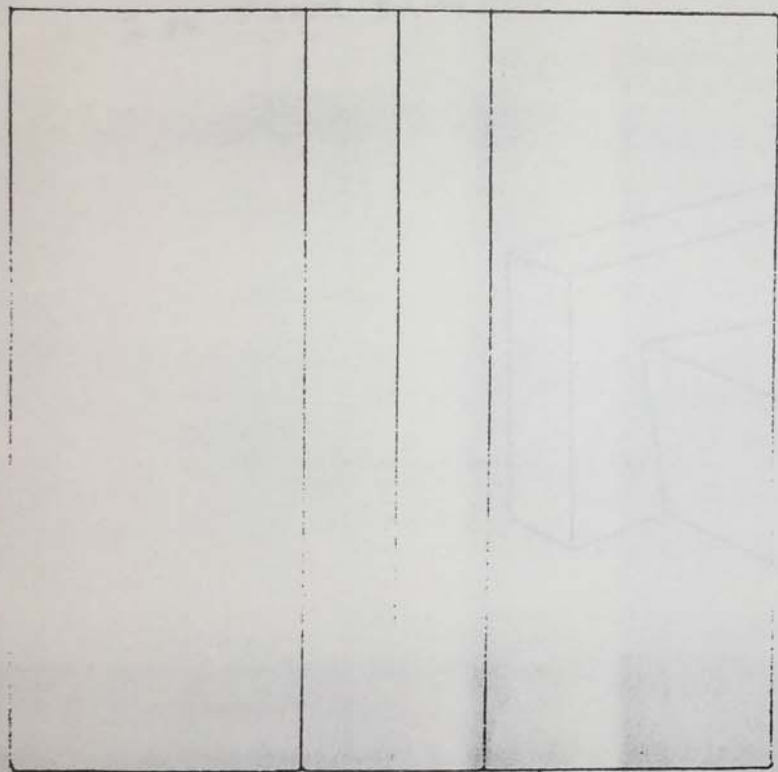
Scott Burton
Chaise/Lounge 1983
67" L x 24" x 41 1/2" H

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

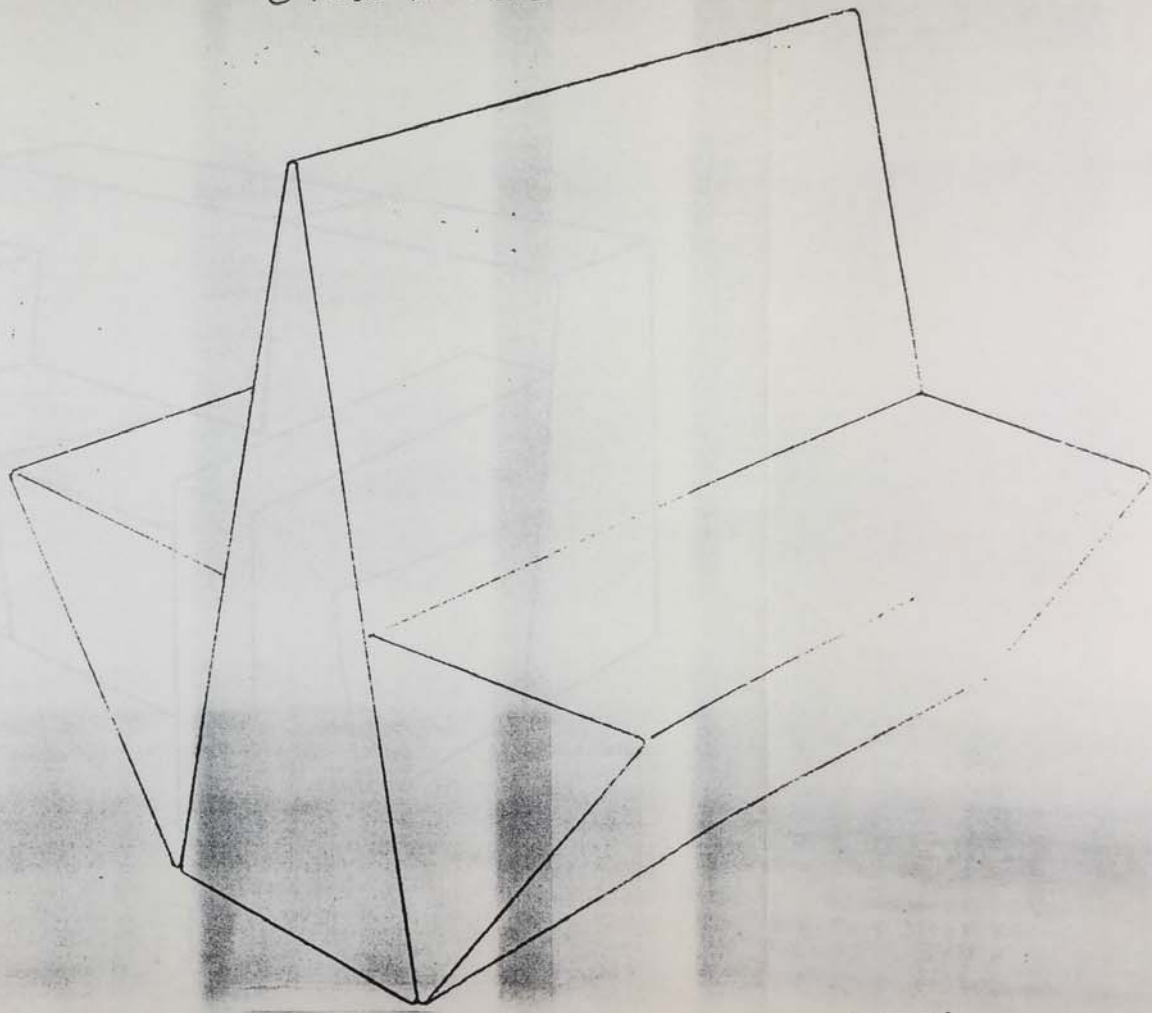
34871 3 pcs GRIGIO PAOLA

J 5338-2
3 Part Bench



SIZE

TOP.



THREE-PART BENCH

NOTE: CUT AS THREE SEPARATE
PARTS. PROVIDE WITH CONCEALED
CONNECTION

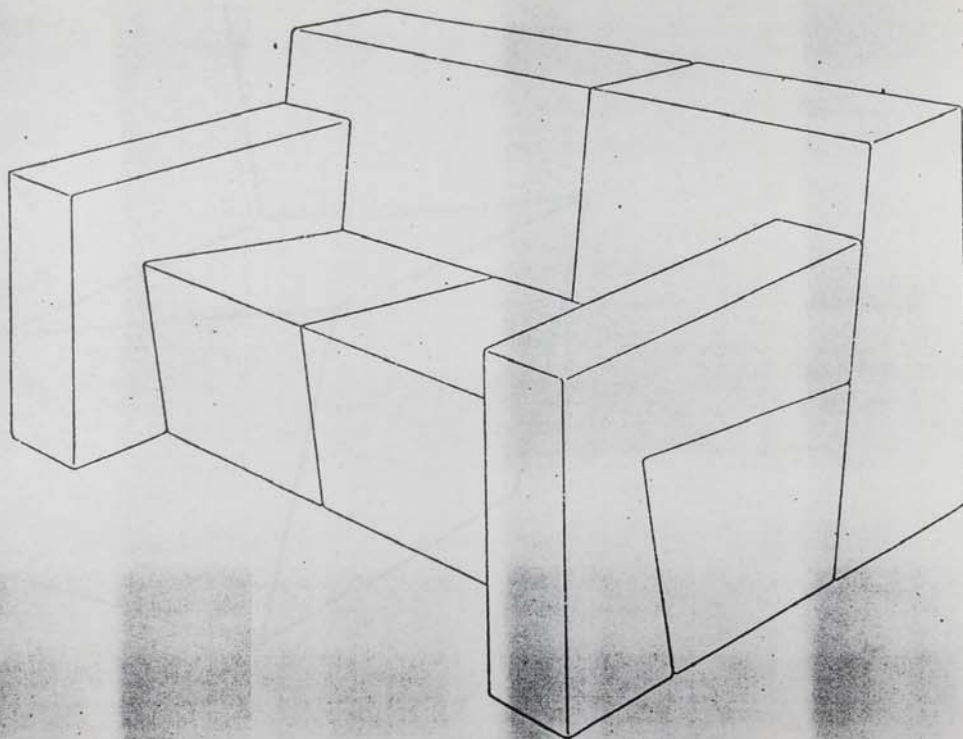
B-1

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

34871

1 pc SIENITE BALMA



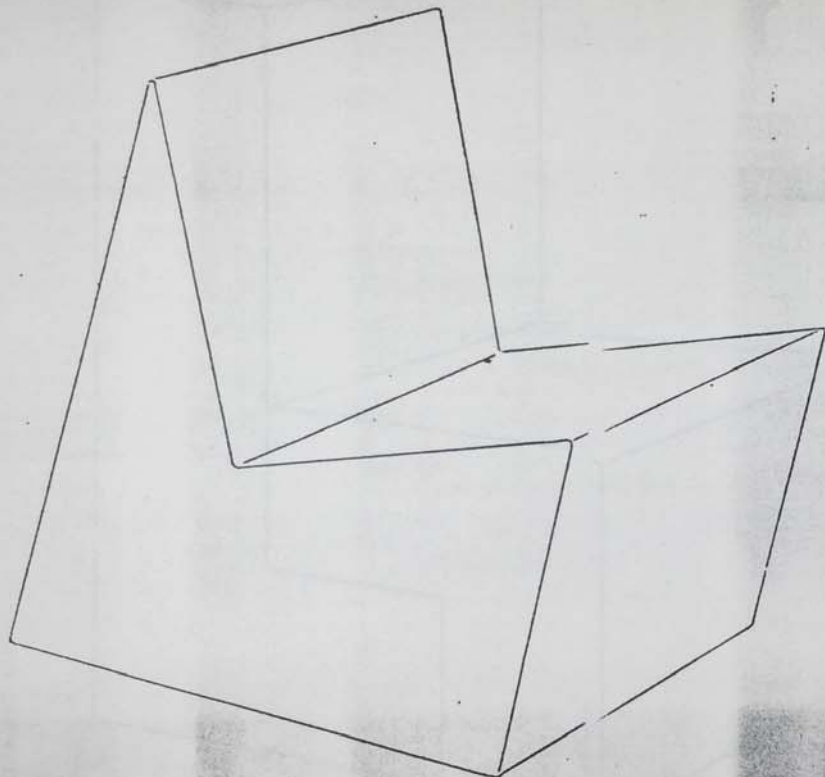
SIX-PART SETTEE
36" L. x 57" W. x 24" H.

T.A.M.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

34871
2 PCS.
ROSA BAVENO



• POLISH ALL FACES (6)
EXCEPT BOTTOM.

• $\frac{1}{4}$ " R. ALL EDGES + CORNERS
(Including Inside Corners)

WALKER & ZANGER INC.

179 SUMMERFIELD STREET
P.O. BOX 241, SCARSDALE, N. Y. 10583
(914) 472-5666/7
CABLE ADDRESS: "ERUDITE SCARSDALE NY"
TELEX NO. 131850 ERUD SCOL

J-5338-5

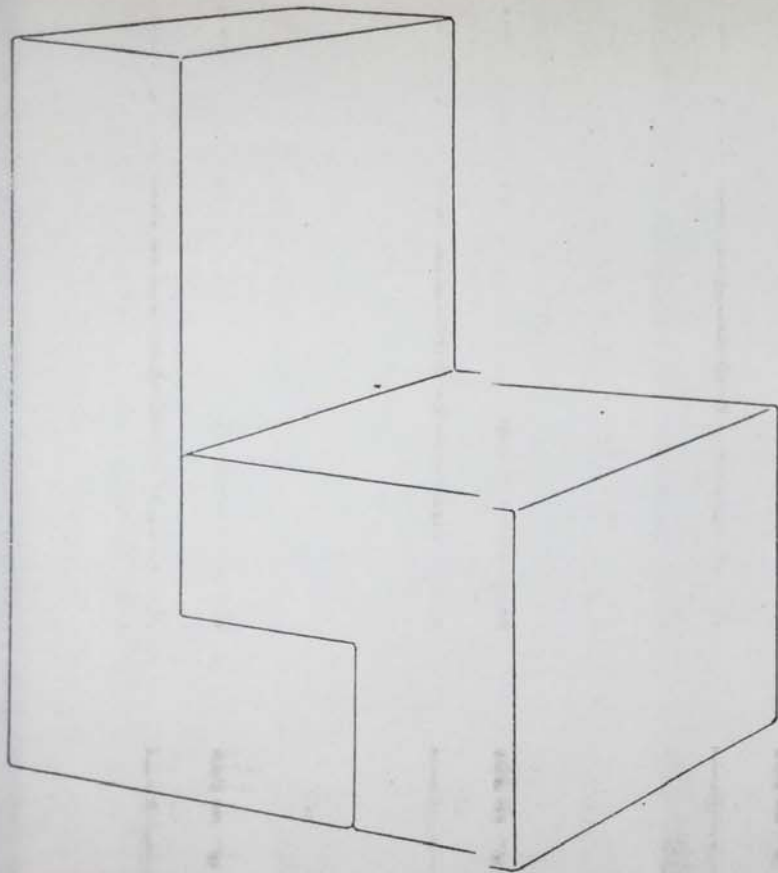
1 PART CHAIR

ONE-PIECE CHAIR
POLISHING DIAGRAM

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

31871
2 PCS
VERDE MAGGIORE



WALKER & ZANGER INC.
179 SUMMERFIELD STREET
P.O. BOX 241, SCARSDALE, N. Y. 10583
(914) 472-5668/7
CABLE ADDRESS: "ERUDITE SCARSDALE NY"
TELEX NO. 191820 ERUD SCOL

J-5338-6

STRAIGHT
chair

STRAIGHTBACK CHAIR 1983
30" L. x 20" W. x 42" H.
- T.A.M.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

SCOTT BURTON / GRANITE FURNITURE

WORK	#1	#2	#3	#4	#5	#6
BENCH AND TABLE d. 1982 bench: 20 x 18 x 24 " table: 28 x 17 1/2 x 12 1/2 " Ed. 2 BAM #47	Halff f. 1982 blue-green	Shapiro f. 1985 Verde Fontain	N/A	N/A	N/A	N/A
ASSYMETRICAL SETTEE d. 1982 36 x 35 x 65 1/4 " Ed. 2 BAM #48	Dallas Museum f. 1982 Milford Pink	Tate Gallery f. 1985 Rosa Baveno	N/A	N/A	N/A	N/A
TWO-PART CHAIRS, OBTUSE ANGLE (A PAIR) d. 1983 33 x 33 x 24 " ea. Ed. 2 (prs.) BAM #49	Walker Art Ctr. f. 1983 Milford Pink	Whitney Mu. f. 1984 Honed Stoney Creek	N/A	N/A	N/A	N/A
TWO-PART CHAIRS, RIGHT ANGLE (A PAIR) d. 1983 38 x 27 x 20 " ea. Ed. 3 (prs.) BAM #50	Virlane Fdtn. f. 1984 Siente Balma	Kaye f. 1985 Verde Mergozzo	MPI f. 1987 Juparana	N/A	N/A	N/A
SETTEE WITH ARMS d. 1983 34 x 36 1/2 x 57 1/2 " Ed. 3 BAM #51	Virlane Fdtn. f. 1984 Verde Mergozzo	Ken Dayton f. 1985 Siente Balma	?	N/A	N/A	N/A
CHAISE LONGUE d. 1983 41 1/2 x 67 x 24 " Ed. 3 BAM #52	Saatchi Col. f. 1984 Rosa Baveno	Pulitzer f. 1985 Tai Vassallo	Dan Weinberg f. 1986 Violetta	N/A	N/A	N/A
ONE-PART CHAIRS (A PAIR) d. 1983 33 x 27 x 23 " ea. Ed. 3 (prs.) BAM #53	Roy O'Connor f. 1984 Tai Vassallo	Black f. 1985 Rosa Baveno	?	N/A	N/A	N/A

The Museum of Modern Art Archives, NY	Collection:	Series/Folder:
	Burton	II.138

CAFE TABLE

d. 1984
28 x 22 x 22 "
Ed. 10; 2 APs* BAM #56

Myers
f. 1985
Verde Ubatuba

Silverman
f. 1985
Azul Bahia

Max
f. 1985
Cerizzo Scuro
Valmasino

Sachs
f. 1985
Verde fountain

Eleini
f. 1985
Tai Vassallo

Dan Weinberg
f. 1984
Verde
Mergozzo

TWO-CUBE TABLE

d. 1985
top: 16 1/2 x 16 1/2 x 16 1/2 "
base: 11 3/4 x 11 3/4 x 11 3/4 "
Ed. 10; 1 Proto.** BAM #57

MPI
f. 1986
t: Rosa Baveno
b: Absolute Black

Price
f. 1986
t: Sienite Balma
b: Nero Impala

SIDE TABLES (A PAIR)

d. 1985
35 x 14 1/4 (diam.) "
Ed. 10 BAM #59

Price
f. 1986
Violetta

MPI
f. 1986
Marron Guaiba

Dan Weinberg
f. 1986
Rosa Baveno

THREE-QUARTER CUBE BENCH

d. 1985
30 x 30 x 30 overall
Ed. 5; 1 AP*** BAM #60

MPI
f. 1986
Azul Guanabara

Dan Weinberg
f. 1986
Cerizzo
Ghiandone

LOW PIECE

d. 1985
17 x 18 x 48 "
Ed. 10 BAM #61

Lannan Fdtn.
f. 1986
Himalaya Blue

Stoller
f. 1986
Ankara Red

Dan Weinberg
f. 1986
Rosso Santiago

Henderson
f. 1986
Juparana

TWO-GRANITE CHAIRS (A PAIR)

d. 1985
35 3/4 x 25 1/2 x 20 "
Ed. 5 BAM #62

Gilman
f. 1986
b: Verde Ubatuba
s: Sierra Chica

Price
f. 1986
b: Red Mahogany
s: New Imperial
Red

Dan Weinberg
f. 1986
b: Cerizzo Scuro
Valmasino

Dannheisser
f. 1987
b: Baltic Brown
s: Rosso Santiago

TWO-PART CHAIR

d. 1986
42 x 19 x 37 "
Ed. 5; 1 Proto****

Zwirner
f. 1987
Cerizzo
Ghiandone

Gersten
f. 1987
Grigio Paolo

TWO-PART CHAISE

d. 1986
21 7/8 x 18 x 76 1/2 "
Ed. 5; 1 Proto. +

MPI
f. 1987
Laurentian Pink

Sachs
f. 1987
Rosa Baveno

MPI
Carnatic
Flame

ONE-PART CHAIR

d. 1986
30 x 20 x 30 "
Ed. 5; 1 Proto. ++

Zwirner
f. 1987
Rosa Baveno

MPI
f. 1987
Cerizzo
Ghiandone

MPI
f. 1988
Carnatic
Flame

CAFE TABLE II

d. 1987
28 1/2 x 30 x 16 "
Ed. 10; 1 Proto. +++

D. Page
f. 1988
Grey (top);
Laurentian Pink
(bottom)

F. Hunter/0' Con.
f. 1988
Black (top);
Colonial Red
(bottom)

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

TWO-CUBE TABLE (EN-
LARGED VERSION)
d. 1987

Zwirner
f. 1987
t: Red Imperial
b: Azul Bahia

Ed. 5

PAIR OF TWO-PARALLELOGRAM
CHAIRS
d. 1987
33 x 18 x 28 "; 1 Proto.++++
Ed. 5 (prs.)

Miller
f. 1988
Sierra Chica

SEAT-LEGGED TABLE
d. 1987, f. 1987
sandstone
28 x 36 x 56 in.
Ed. 5

Munster
f. 1987
brownstone
(storage)

Honeywell
f. 1988
redstone

SANDSTONE BENCH
Ed. 5

Munster
f. 1987
brownstone

SANDSTONE CHAIR I
Ed. 5

Munster
f. 1987
brownstone

SANDSTONE CHAIR II
Ed. 5

Munster
f. 1987
brownstone

NOTES:

* AP/1: Scott Burton/J. Zanger, f. 1985, Verde Ubatuba
AP/2: Max Protetch, f. 1985, Verde Ubatuba, Beveled edge - TO BE DESTROYED

** Proto: Private Collection, f. 1986, Verde Ubatuba (top) / Sierra Chica (base)

*** AP/1: Sol LeWitt, TO BE FABRICATED

**** Proto: MP1, f. 1987, Deer Island

+ Proto: Shapiro, f. 1987, Juparana

++ Proto: TO BE FABRICATED, Cerizzo Ghiandone

+++ Proto: Burton (B. Baker?); Grey (top); Laurentian Pink (bottom)

++++ Proto: Beren, f. 1987, Colonial Red

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	II.138

THOSE WORKS WHICH GO INTO MORE THAN SIX (6) EDITIONS (I.E. WORKS OF ED. 10)
WILL BE NOTED ON A SEPARATE SHEET AS APPROPRIATE.

5:85 NJG