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Modern Museum Takes a New View

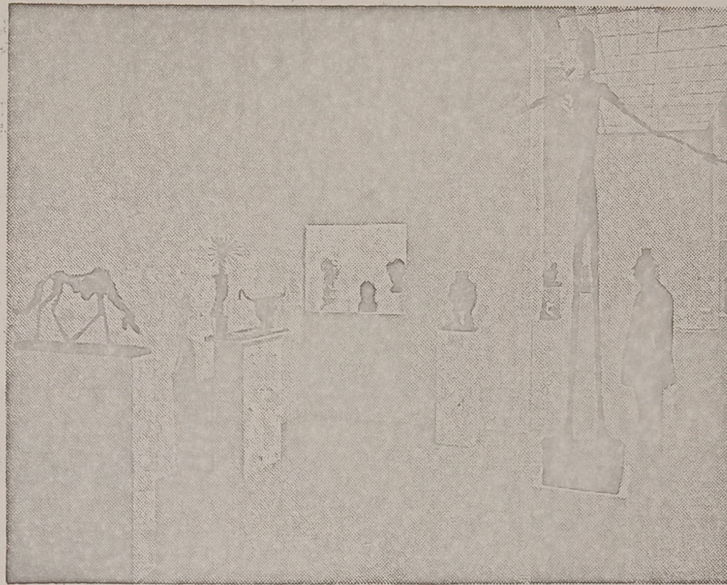
By JOHN CANADAY

For anyone who can remember its opening exhibition in 1929, it is hard to believe that the Museum of Modern Art is a hoary 44 years old. The realization comes more easily, however, during a visit to "The Painting and Sculpture Collection: A New Perspective," which opened to the public yesterday. The surprise shifts direction; it is no longer a matter of disbelieving the 44 years, but of wondering how a collection of such quality could have been assembled in so relatively short a time, even by an institution that had everything going for it, as the museum did for about three decades after its founding.

"A New Perspective" is not an exhibition, but a rearrangement of familiar paintings and sculptures in what might best be called a "flexibly permanent" installation. There is virtually nothing here that hasn't been there to see on the second and third floors for years, but everything is so expertly organized and so beautifully mounted that the nature of the museum, and its true greatness, are clarified.

In 1929, the four painters included in the museum's opening exhibition—Cézanne, Seurat, Van Gogh and Gauguin—were still thought of in America as modern enough to need explanation and not fully comprehensible to a public that has now substituted reproductions of their masterpieces for an earlier crop of clichés headed by "The Blueboy."

In 1929, also, a slender, exotically handsome 25-year-old named Salvador Dali held his first exhibition in Paris. A stubborn American named Grant Wood was gestating a painting called "American Gothic," which caused a sen-



Works on display at the Museum of Modern Art yesterday

The New York Times

sation the next year in Chicago. Picasso at that time seemed to have settled into a mood of graceful exuberance; the emotional explosion of "Guernica" was still eight years off.

Beginning then, the museum's policy has been to explore, acquire, weed and prune in a public-education process still current and demonstrated on the first floor, where work executed since the mid-nineteen-fifties is exhibited. But the second and third floors are unquestionably old-master galleries, offering paintings and sculptures that can no longer be called masterpieces of modern art, but are simply masterpieces in a continuum that includes the late 19th and early 20th centuries.

Over the years the Museum of Modern Art has perforce become two museums, and the division is made clear in "A New Perspective." The old-masters branch into which the original museum has matured is astounding—the greatest collection of its kind anywhere. And if this hardly comes as news, the installation shows that the quality is even higher than we had thought.

There are no tricks or dramatics. Key pictures are enshrined, and both paintings and sculptures—sometimes in appropriate juxtapositions—seem exceptionally accessible, perhaps because the number of works on exhibition has been keyed to

the size of the galleries, and partly because the average placement observes a center line somewhat below eye level.

William S. Rubin, chief curator of the painting and sculpture collection, was in over-all charge of the installation. Alicia Legg, associate curator, was in main charge of the sculpture galleries. Alfred H. Barr Jr., the museum's first director and its continuing guiding spirit, in effect formed the collection and was on hand with suggestions.

"Whenever there was a question he would suggest something and it would be just right," Miss Legg said.

The museum initiated "A New Perspective" Monday night with an invitational opening honoring Mr. Barr.

Alicia Legg
Associate Curator

*Return 3/15/73
T.O. 5172
Pass 5548*

Hahn

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Registrar
W. Rubin

March 1, 1973

Mr. Pierre Matisse
41 East 57 Street
New York, NY 19923

Dear Pierre:

We were pleased to hear from Miss Spreti that you will be willing to lend your Giacometti Woman with Her Throat Cut to us to substitute for our cast which is in an exhibition of Surrealism from our Collection which has been traveling in South America. There is a good chance that our piece will have returned before the March 12 opening of the reinstallation of our painting and sculpture collection. In this case, we'll let you know that we won't need your cast. In the event, however, that we may need yours, I am enclosing a loan agreement form, for your signature and insurance valuation, and the Registrar will be in touch with Miss Spreti to arrange for collection.

All best,

Sincerely,

Alicia Legg
Associate Curator

Return 3/15/73 via Halpern
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Hahn Bros. Fireproof Warehouses, Inc.

N.Y.C.—M.T. No. **415** East Side Warehouse 231-235 EAST 55th STREET Phone PLaza 3-3662 West Side Warehouse 108-120 WEST 107th STREET Phone ACademy 2-3670 **8209**

NEW YORK CITY

NAME <u>Museum of Modern Art Ord #5169</u>	TIME RECORD Start <u>10.05</u> ^{A.M.} P.M. <u>M.H</u> Finish _____ ^{A.M.} P.M. <u>9.30</u> Customer Initials _____
FROM <u>Pierre Matisse</u> Apt. _____ <u>2167 E. 64th St.</u>	
TO _____ Apt. _____ <u>20 W. 54th St.</u>	JOB HOURS _____
OTHER STOPS _____	TRAVEL TIME _____
MOVING DATE <u>3/8/73</u> DAY _____ TIME <u>AM</u> ^{A.M.} P.M.	TOTAL HOURS

MOVING RATE: 1 VANS 2 MEN @ \$ 29.50 Per Job Hr., Plus 3.4 Hrs. Travel Time

ESTIMATE OR REMARKS (Approx. estimate—packing date—Instructions on job—or other info.)	RATES and DESCRIPTION	CHARGES
<u>1 Bronze Giacometti</u>	MOVING _____ hours @ \$ _____ per hr.	
	OVERTIME _____ hours @ \$ _____ per hr.	
	CARTAGE _____ cu. ft. @ \$ _____ per cu. ft.	
	WEIGHT _____ lbs. @ \$ _____ per lb.	
	PIANO CHGS. _____	
	OTHER _____	
	_____ Barrels, packed @ \$ _____ each	
	_____ Barrels, loaned @ \$ _____ each	
	_____ Wardrobes @ \$ _____ each	
	_____ Cartons or boxes @ \$ _____ each	
	_____ Matt Cartons @ \$ _____ each	
	Other _____	
	Whse. Labor chgs. _____	
	Storage chgs. _____	
	Other _____	
	Insurance: shipper declares the full value of the shipment for the purpose of insurance to be: Amt. \$ _____ @ \$ _____ per \$100.00	
	TOTAL CHARGES	
	Advance Deposit	
	BALANCE DUE	
	RECEIVED PAYMENT	
	MOVER Hahn Bros. Fireproof Warehouses, Inc.	
	By: _____	

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Article	Value

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(SIGN BEFORE START OF ANY SERVICE)
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CUSTOMER: Jay Behar
By: _____
MOVER: **Hahn Bros. Fireproof Warehouses, Inc.**
By: _____

DELIVERY RECEIPT
Except as specifically endorsed hereon
All services and All articles received in Good Condition
CUSTOMER: John Moch...
By: _____

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(Give to Customer Before Start of Job)

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CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

EXCEPTIONS TO ABOVE LIABILITY FOR MECHANICAL, ELECTRICAL OR OTHER OPERATION OR FUNCTIONING, DELAYS, QUARANTINE, STORAGE-IN-TRANSIT OR CONTENTS OF PIECES OR CONTAINERS.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in cases of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

CLAIMS PROCEDURE AND LIMITATIONS

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within nine months after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

(d) Any claim for loss, damage or overcharge whether made by the consignee, consignor or a third party beneficiary, shall be in writing and shall be accompanied by original paid Bill for transportation and original Bill of Lading, if not previously surrendered to carrier. Carrier may require certified or sworn statement of claim.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coeprage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that, if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given in such manner as the exercise of the diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

ARTICLES OF EXTRAORDINARY VALUE, DOCUMENTS, SPECIE

Sec. 5. No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agents shipping such goods shall be liable for any indemnity the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

MOVER (CARRIER) WILL NOT RELINQUISH POSSESSION UNTIL ALL CHARGES ARE PAID

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing charges, storage and all other lawful charges, except that if the consignor stipulates, by signature in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges: Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has not beneficial title in said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

ALL CLAIMS, DISPUTES, OR CONTROVERSIES ARE SUBJECT TO ARBITRATION

Sec. 10. Any controversy or claim arising out of or relating to this contract, the breach thereof, or the goods affected hereby, whether such claim be founded in tort or contract, shall be settled by arbitration under the Arbitration Law of the State of New York, or under the rules of the American Arbitration Association, provided however, that upon any such arbitration the arbitrator or arbitrators may not vary or modify any of the foregoing provisions.

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The Museum of Modern Art

To: Alicia Legg

From: D. Vance

Date: 1 March 1975

Re: Giacometti: WOMAN WITH HER THROAT CUT

The Giacometti is scheduled to be here in time for the opening. I can't guarantee that it will be but would evaluate the likelihood at 75%.

I can't be sure about this until it arrives - or doesn't. On the strength of that, do you want to try to borrow the Matisse cast? I hope not.

Copies to: Mr. W. Rasmussen
Ms. D. Rose
Mr. W. Rubin

10/1

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The Museum of Modern Art

To David Vance

cc: Waldo Rasmussen, Bernice Rose, ~~Susan Bertram~~
Bill Rubin

From Alicia Legg

Date March 1, 1973

Re

Dear David:

Because the Museum's Giacometti Woman with Her Throat Cut may not be back from South America in time for our March 12 opening, I asked Pierre Matisse if we could borrow his cast until ours returns. He is in France, but his secretary talked to him yesterday and he agrees. The work is at his house, 167 East 64 Street, but arrangements should be made with his secretary at the gallery, Miss Tana Spreti, Tel. EL 5-6269.

Of course, if there is a chance that our piece will be back, don't bother, but you will be able to judge whether it is advisable to collect Pierre's piece to be sure of having one.

We are sending a loan form today. ~~but will it be possible for you to give~~
~~XXXXXXXXXX~~ We'll say that the Registrar will be in touch with Miss Spreti about collection.

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2/22/73

p.m.

NW → III se

Lachaise: Head 608.39

Marini: Lamberto Vitali 649.49

Heiliger: Ernst Renter

Butler: Political Prisoner... vitrine + pedestal

III → Pat H.

Brancoisi Chairist

III → NW

Cesar: Torso

III → mezz

+ trucks

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2/6/73

(
 Brancusi: Double Caryatid
 " Newborn
)

pic ✓ Arp: Birds in an Aquarium. wood relief $9\frac{7}{8} \times 8"$
 flat ✓ Hare: Magician's Game. Bronze, 98# c. 40 x 18 x 25
 pic ✓ Matisse: Tiara
 flat ✓ Kupchitz: Blossoming 21 x 16 x 16
 ✓ Calder (Untitled). 1122.64 (early 40s) $14\frac{5}{8} \times 2$ standing nobel

155.09
 47.93
 107.10 ✓ Soda Fountain
 107.10 ✓ Cat Lamp
 107.10 ✓ The Hostess
 107.10 ✓ Model for Teodolapio

Picasso Head c. 1950
 pedestal)

95
 100
 5
 15

Picasso: Baboon & Young

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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may 3

- ✓ Rosso: Bookmaker
- ✓ " Concierge
- ✓ Bourdelle: Beethoven.
- ✓ Hachaise: Knees
- ✓ Giacometti: Palace
- ✓ Arp: Bell & Nails
- ✓ Brancusi: View of the Studio
(smallest part of Brancusi Fish pedestal)
- Picasso: Baboon & Young.

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

(Picasso: Baboon)

- ✓ Modigliani: Caryatid
- ✓ Nadelman: Woman at the Piano
- ✓ Barlach: Singing Man
- ✓ Calder: Horse
- ✓ Gonzalez: Head
- ✓ Archipenko: Glass on a Table.
- ✓ Hare: Sunset
- ✓ Haese: In Tibet
- ✓ Moore: Ideas for 2-Fig. sc
- ✓ Moore: Family Group
- ✓ Brancusi: Newborn
- ✓ ^{plaster + marble} " Blond Negress
- ✓ Rodin Hand

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Wood Pedestals

Rosso: Bookmaker - w/vitrine

" Concierge - w/vitrine

Bourdelle: Beethoven

Rodin: Hand

Brancusi: Bird in Space

Giacometti: Dog

Archipenko: Boxcup

Giacometti: Palace w/vitrine

" Man Pointing

Lachaise: Knees

Epstein: Rock Drill

Picasso: Baboon

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1/2/73

ckd 1-22-73

Stairwell

✓ ✓ Muller: *ex voto*✓ ✓ Gaudier-Bryzoka: Birds Erect
base✓ ✓ Gonzalez: Woman Combing Hair
base

✓ ✓ Nicholson: Painted Relief

✓ ✓ Epstein: Rock Drill

✓ ✓ Giacometti: Man Pointing

✓ ✓ Duchamp-Allon: Lovers

✓ ✓ Maillol: *Dexis*

x ✓ Giacometti: Dog — to mezz 1/9/72

✓ ✓ Brancusi: Bird in Space

✓ ✓ " Magic Bird + Double Caryatid

✓ Archipenko: Boxing

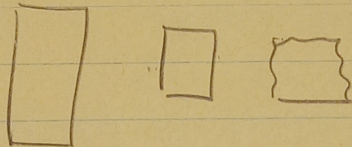
✓ Chryssa: letter F

✓ Nevelson: Sky Cathedral — to Study Center

✓ Brancusi: Fish (w/ 2 parts of pedestal)

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Stairwell
brackets bases
Stone



2 wood

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

way
way
stairwell

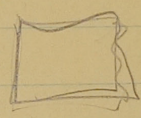
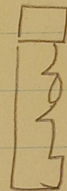
bronze
marble

"



stairwell ✓
✓

2 wood sections



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Calders to bring 2/5/73

The Museum of Modern Art

Soda Fountain 844.66

Cat Lamp 846.66

The Hostess 319.41

cc: Doug Robinson ✓
Fred Coxen

Dear Core:

I may stop back tomorrow morning to report on the hold. Betsy will be using the

man and without incident, I will have some to do. But could you try Done

to have them bring by the small cases and store them in the cases; then

try to get the new collection during the day to put glass on the cases so we

won't have to take the things down continually. I'll be in after lunch.

Here's the map with cases marked and numbered. The works for each case are:

Case 1:

- Concave
- Bookmaker
- Man Reading

Case 2: Woman's Head

Case 3:

Case 4:

Case 5:

- Untitled. 1122.64
- Model for "Teodelapio." 392.66
- The Hostess
- Soda Fountain
- Cat Lamp
- In Tibet

Gonzalez. Head

Moore. Reclining Figure

Moore. Bride

Case 3a

Picasso. Woman's Head

Hare. Sunset, I

Case 5 to be built for Nadelman Woman at Piar

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The Museum of Modern Art

To Cora
From Alicia

cc: Doug Robinson ✓
Fred Coxen

Date Feb. 6, 1973

Re

Dear Cora:

I may stay home tomorrow morning to nurse my cold. Betsy will be using the men and without pedestals, I won't have enough to do. But could you try Done to have Doug bring up the small things and store them in the cases; then try to get one man sometime during the day to put glass on the cases so we won't have to take the things down continually. I'll be in after lunch.

Here's the map with cases marked and numbered. The works for each case are:

Case 1.

Rosso. Concierge
Bookmaker
Man Reading

Archipenko. Woman Combing Hair

Maillol ditto

Lachaise "

Case 2

Giacometti. Palace at 4 AM (wait on this)

Case 3

Gonzalez. Head
Moore. Reclining Figure
Moore. Bride

Case 3a

Picasso. Woman's Head
Hare. Sunset, I

Case 4

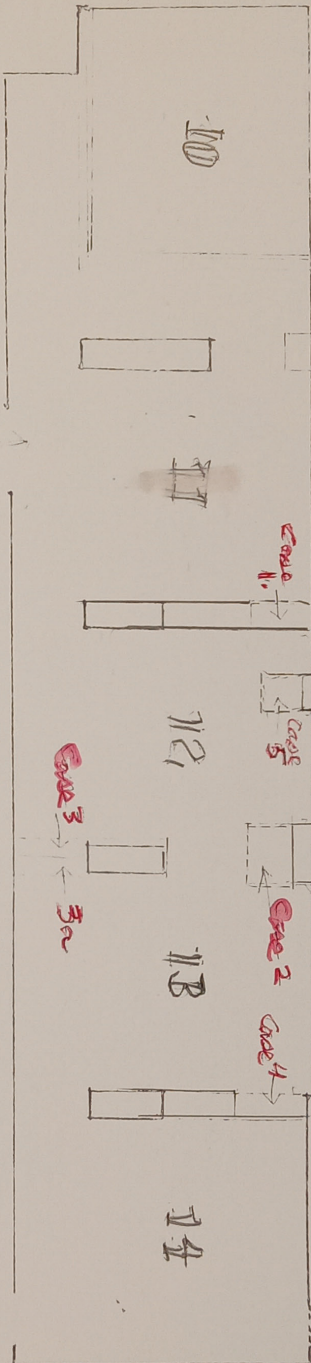
Calder. Untitled. 1122.64
Model for "Teodelapio." 392.66
The Hostess
Soda Fountain
Cat Lamp

Haese In Tibet

Case 5 to be built for Nadelman Woman at Piar

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Sketch of Gallery
310 E 50th

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The Museum of Modern Art

To Registrar cc : John Mincks
Fred Coxen

From Cora Rosevear

Date January 22, 1973

Re Nevelson: Sky Cathedral

Dear David:

John Mincks is going to repaint the Nevelson Sky Cathedral before it is reinstalled in the new Sculpture Galleries. He hopes to be able to do it this Wednesday, Thursday and Friday in the Loading Platform. (53rd St)
He will be in touch with you or Doug directly, but will need to have the boxes delivered to him several at a time until the job is completed. Also he thought that at this time the over-due project of painting numbers on each box should be tackled. I believe he has already discussed this with Doug, but it will mean having someone from your Department on hand to do it.

Also, I have a photo which numbers all the boxes. Do you remember if there were any special reassembly problems or if your department has any diagrams or numbered photos?

John will be in touch with you and please let me know if there are any problems.

Thanks.

Cora

Note to Fred Coxen:

Can you please clear the matter of using the 53rd Street Loading Platform. John will buy the paint and a mask, but can you assemble some drip cloths, clear plastic, rags and brown paper and a smock or cover-up for him to use. Thanks.

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The Museum of Modern Art

To David Vance
From Cora Rosevear
Date January 22, 1973
Re Sculpture Galleries

Dear David:

Alicia Legg asked me to tell you that the following sculptures should be added to the works which will be in cases:

Calder: Untitled 1122.64
Calder: Model for "Teodelapio," Spoleto 392.66

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The Museum of Modern Art

To Bill Lieberman

cc: Antoinette King, David Vance, Bill Rubin

From Alicia Legg

Date January 20, 1973

Re Drawings for Sculpture Gallery

Dear Bill:

In reinstalling the Sculpture Gallery, I'd like to keep the Henry Moore's pen and ink drawing Ideas for a Two-Figure Sculpture (176.46). This would again be in a case.

For the Brancusi room, which will be in the far-west space where it used to be, I'd like to use the View of the Studio (E.L. Avnet) and Child (1.56) for the opening of the show. Antoinette King made a tentative test of the lighting and thinks the two walls I indicated will be safe if the lights are turned away, which will be easy to do since the skylight in gives enough light. It would be nice if we could alternate these drawings after the opening, keeping at least one of them with the sculptures whenever convenient to your Department.

The View of the Studio and the Moore are now being stored by the Registrar.

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The Museum of Modern Art

To David Vance cc: Fred Coxen, Dick Palmer, Betsy Jones, Cora Rosevear,
Bill Rubin, Sara Mazo, Circ.

From Alicia Legg

Date January 19, 1973

Re Reinstallation of Sculpture Gallery

Dear David,

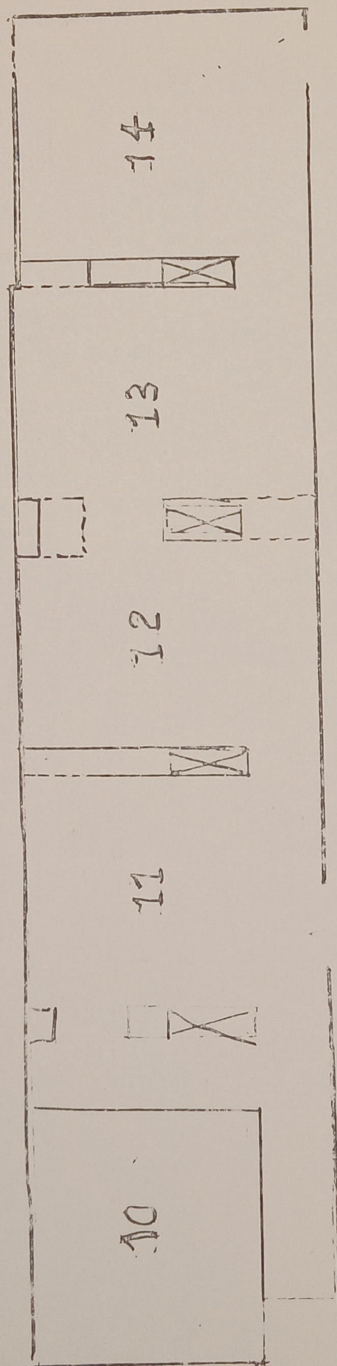
I attach a map of the Sculpture Gallery area with the new floor plan which now divides the space into five separate galleries. The northwest space (number 10) will once again be used entirely for Brancusi; gallery 11 begins the selection chronologically. I attach a list of the works which I plan to use in each gallery.

Operations tells me that we can plan to bring works up to the floor on Tuesday, January 23. I'd like to start installing the Brancusi room first and proceed eastward. Could you let me know if this can fit into your plans, and if not, when could works begin to be brought up?

Alicia

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SCULPTURE GALLERY 10

Brancusi

Stairwell ✓ Magic Bird (Pasarea Măiaștră). 144.53a-d

NW ✓ Mlle Pogany. 2.53

mez3 ✓ The Newborn. Version I. 605.43

NW ✓ Socrates. 187.56

NW ✓ The Cock. Version I. 620.59

Stairwell ✓ Bird in Space. 153.34

stairwell ✓ Fish. 695.49 - ball bearing on DR desk

mez3 ✓ Blond Negress. 97.58 a-e

mez3 ✓ View of the Studio. EL (Avnet) - to be cleared with Drawings Dept.

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Sculpture Gallery 11

Bourdelle *mez* ✓ Beethoven, Tragic Mask. 280.61
Duchamp-Villon *wh?* ✓ Baudelaire. 5.60
 stairwell The Lovers. 258.39
Maillol *stairwell* Desire. 7.30
Matisse *NW* ✓ The Serf. 553.56
Minne *NW* ✓ Kneeling Youth. 232.62
Rodin *II* ✓ St. John the Baptist Preaching. 27.55
 mez ✓ The Mighty Hand. E.L. 62.1100
Manolo *NW* ✓ Grape Harvester. 260.57

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SCULPTURE GALLERY 12

Archipenko	stairwell	<u>Boxing.</u>	567.66	—
Arp	mez3	<u>Bell and Navels.</u>	219.68	—
Barlach	mez3	<u>Head (Detail, War Monument, Gustrow Cathedral).</u>	521.41	—
	mez3	<u>Singing Man.</u>	656.39	—
Calder	mez3	<u>Horse.</u>	747.43	—
Epstein	stairwell	<u>The Rock Drill.</u>	155.62	—
Gaudier-Brzeska	stairwell	<u>Birds Erect.</u>	127.45	—
Gonzalez	mez3	<u>Head.</u>	266.37	—
	III	<u>Woman Combing Her Hair.</u>	16.53	—
Lipchitz	NW	<u>Reclining Nude with Guitar.</u>	E.L. 55.1865	}
Miro	NW	<u>Rope and People, I.</u>	71.36	
Moore	mez3	<u>Two Forms.</u>	207.37	—
Nadelman	mez3	<u>Woman at the Piano.</u>	105.58	—
	auditorium	<u>Man in Top Hat.</u>	260.48]
Belling	mez3	<u>Sculpture.</u>	246.56	—
Nicholson	stairwell?	<u>Painted Relief.</u>	1645.40	—

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SCULPTURE GALLERY 13

Giacometti ~~Surrealism~~ ✓ Woman with Her Throat Cut. 696.49
 ~~mez~~ ✓ The Palace at 4 A.M. 90.36
 ~~otwell~~ ✓ Man Pointing. 678.54
 NW ✓ City Square (La Place). 337.49
 → NW (Pat H) ✓ Chariot. 8.51
 ✓ Dog. 120.58
 NW ✓ The Artist's Mother. 15.53
Lachaise ~~mez~~ ✓ The Mountain. 252.66
Picasso ✓ Baboon and Young. 196.56
 ~~mez~~ ✓ Goat Skull and Bottle. 272.56
Calder ? ✓ Gibraltar. 847.66 a-b
 ? ✓ Constellation with Red Object. 746.43

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SCULPTURE GALLERY 14

Bourgeois NW ✓ Sleeping Figure. 3.51
Chryssa Sturwell ✓ Projection Letter F. 97.61
Ferber NW ✓ Jackson Pollock. 51.49
Kiesler G.W. ✓ Totem for all Religions. 45.71 a-b
Lipton NW ✓ Sanctuary. 550.54
Muller Sturwell ✓ Ex Voto. 18.59
Nevelson Sky Cathedral. 136.58
Noguchi packed NW ✓ Even the Centipede. 1.55 a-k
Pevsner NW ✓ Developable Column. 15.50
Roszak NW ✓ Spectre of Kitty Hawk. 16.50
Smith, David NW ✓ Twenty-four Greek Ys. 294.56
Lassaw NW ✓ Nebula in Orion. 238.69
Negret NW ✓ Sign for an Aquarium. 551.54
Kemeny NW ✓ Shadow of the Miracle 12.59

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WORKS TO BE IN CASES

Archipenko NW ✓ Woman Combing Her Hair. 781.43 ✓
Arp *conv.* ✓ Birds in an Aquarium. 232.37
Calder X ✓ Josephine Baker. 841.66
Moore ✓ Reclining Figure. 630.39 ✓
NW ✓ The Bride. 15.47
Rosso ✓ The Concierge. 614.59
✓ The Bookmaker. 673.59
✓ Man Reading. 89.60
Haese *me43* ✓ In Tibet. 1125.64
Lachaise NW ✓ Woman Arranging Her Hair. 253.66
Calder ✓ Owl. 318.41
✓ Marion Greenwood. 842.66
Archipenko *me43* ✓ Glass on a Table. 141.53 - *ret'd for me43*
Hare *me43* ✓ Sunset, I. 669.59
~~Haese~~ ✓ ~~In Tibet. 1125.64~~
Moore NW ✓ Family Group. 16.47
✓ ~~The Bride. 15.47~~
✓ Ideas for a Two-figure Sculpture. 176.46 (To be cleared with Drawings Dept)

Kolon: Acrotire pedestal

Also

- ✓ *Arp: Birds in an Aquarium*
- ✓ *Hare: Magicians Game*
- ✓ *Matisse: Hiari*
- ✓ *Lipchitz: Blossoming*
- ✓ *Calder: (Untitled) 1122.64 (small stabile w/pennants)*
- ✓ *" : Soda Fountain*
- ✓ *" : Cat Lamp*
- ✓ *" : The Hostess*
- ✓ *" : Model for Teodelapio*
- ✓ *Picasso: Head, c.1950*

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The Museum of Modern Art

To David Vance
From Cora Rosevear
Date January 22, 1973
Re Sculpture Galleries

Dear David:

Alicia Legg asked me to tell you that the following sculptures should be added to the works which will be in cases:

Calder: Untitled 1122.64
Calder: Model for "Teodelapio," Spoleto 392.66

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The Museum of Modern Art

To Bill Rubin, Petsy Jones, Sara Nazo, Emily Danson, Cora Rosevear, David Vance,
Pat Boulihan, Matt Donepp, Dick Palmer, Circ.

From Alicia Legg

Date November 15, 1972

Re Here is a tentative list of 65 works we are considering for the reinstallation of the third-floor Sculpture Gallery. There are more pieces than we'll be able to use, but I'd like them all checked for condition and availability.

We hope to begin construction as soon as the second floor is finished, and the third-floor plans are approved by the Buildings Department, which we hope won't be later than the third week in January. We are aiming to have the sculptures installed by the end of February.

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SCULPTURE GALLERY - Tentative list

November 10, 1972

- | | | | |
|--------------|-----------|-------------|---|
| ✓ | 567.66 | Archipenko: | BOXING. Bronze (cast 1966),
23 1/4 x 18 1/4 x 15 7/8". |
| NW | 781.43 | " | WOMAN COMBING HER HAIR. 1915. Bronze,
13 3/4" high. |
| ✓ | 219.68 | Arp: | BELL AND NAVELS. 1931. Painted wood,
10" high x 19 3/8" diameter. |
| NW | 521.41 | Barlach: | HEAD (DETAIL, WAR MONUMENT, GUSTROW CATHEDRAL).
1927. Bronze, 13 1/2" high. |
| ✓ | 656.39 | " | SINGING MAN. 1928. Bronze, 19 1/2 x 21 7/8 x
14 1/8". |
| ✓ | 280.61 | Bourdelle: | BEETHOVEN, TRAGIC MASK. 1901. Bronze,
30 1/2" high. |
| NW | 3.51 | Bourgeois: | SLEEPING FIGURE. 1950. Balsa wood,
74 1/2" high. |
| <i>Italy</i> | 1076.69 | " | <u>OR</u>
QUARANTANTA, I. 1948-53. Painted wood,
6' 9 1/4" high, including wood base,
6 x 27 1/4 x 27". |
| ✓ | 144.53a-d | Brancusi: | MAGIC BIRD (Pasarca Maiastra). Version I (1910)
White marble, 22" high; limestone pedestal in
three sections, 70" high. |
| NW | 2.53 | " | MILE POGANY. Version I (1913) after a marble of
1912. Bronze, 17 1/4" high. |
| ✓ | 605.43 | " | THE NEWBORN. Version I (1915) close to the
marble of 1915. Bronze, 5 3/4 x 8 1/4". |
| NW | 620.59 | " | THE COCK. Version I (1924) Walnut, 47 5/8" high
including cylindrical base 11 1/2" high. |
| ✓ | 153.34 | " | BIRD IN SPACE. 1928? Bronze, unique cast,
54" high. |
| ✓ | 695.49 | " | FISH. 1930. Gray marble, 21 x 71"; threepart
pedestal of a marble cylinder and two limestone
cylinders totaling 29 1/8" high. |
| ✓ | 97.58a-e | " | BLOND NEGRESS. 1933. Version II, after a marble
of 1928. Bronze, 15 3/4" high; four-part
pedestal of marble, limestone and two wood
sections (carved by the artist) totaling 55 1/2" |
| NW | 410.53 | Butler: | THE UNKNOWN POLITICAL PRISONER (PROJECT FOR A
MONUMENT). 1951-53. Welded bronze and brass
wire and sheet, 17 3/8" high, on limestone base,
2 3/4 x 7 1/2 x 7 1/4". |

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<i>Calder eph</i> 841.66	Calder:	JOSEPHINE BAKER. 1927-29. Iron wire construction, 39 x 22 3/8 x 9 3/4".
<i>Calder eph</i> 746.43	"	CONSTELLATION WITH RED OBJECT. 1943. Painted wood and steel wire construction, 25 1/2 x 12 1/2".
✓ 97.61	Chryssa:	PROJECTION LETTER F. 1958-60. Welded and cast aluminum relief, 68 3/8 x 46 1/8 x 2 1/2".
<i>Portrait show</i> 5.60	Duchamp-Villon:	BAUDELAIRE. 1911. Bronze, 15 3/4 "high.
✓ 258.39	" "	THE LOVERS. 1913. Original plaster relief, 27 1/2 x 46 x 6 1/2".
✓ 155.62	Epstein:	THE ROCK DRILL. 1913-14. Bronze (cast 1962), 28 x 26".
<i>Surrealist ice</i> 330.55	Ernst:	THE KING PLAYING WITH THE QUEEN. 1944. Bronze (cast 1954, from original plaster), 38 1/2" high, at base 18 3/4 x 20 1/2".
<i>NW</i> 51.49	Ferber:	JACKSON POLLOCK. 1949. Lead, 17 5/8 x 30".
✓ 127.45	Gaudier-Brzeska:	BIRDS URECT. 1914. Limestone, 26 5/8" high, including base, carved by the sculptor, 10 x 10 1/4 x 12 3/8".
<i>Surrealist ice</i> 696.49	Giacometti:	WOMAN WITH HER THROAT CUT. 1932. Bronze (cast 1949), 8 x 34 1/2 x 25".
✓ 90.36	"	THE PALACE AT 4 A.M. 1932-33. Construction in wood, glass, wire, string, 25 x 28 1/4 x 15 3/4".
✓ 678.54	"	MAN POINTING. 1947. Bronze, 70 1/2" high, at base, 12 x 13 1/4".
<i>NW</i> 337.49	"	CITY SQUARE (La Place). 1948. Bronze, 8 1/2 x 25 3/8 x 17 1/4".
<i>Damaged NW</i> 8.51	"	CHARIOT. 1950. Bronze, 57 x 26 x 26 1/8".
✓ 120.53	"	DOG. 1951. Bronze (cast 1957), 18" high, 39 x 6 1/2" at base.
<i>NW</i> 15.53	"	THE ARTIST'S MOTHER. 1950. Oil on canvas, 35 3/8 x 24"
✓ 266.37	Gonzalez:	HEAD. 1935? Wrought iron, 17 3/4 x 15 1/4".
✓ 16.53	"	WOMAN COMBING HER HAIR. 1936. Wrought iron, 52 x 23 1/2 x 24 5/8".

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GW Stg	45.71a-b	Kiesler:	TOTEM FOR ALL RELIGIONS. 1947. wood and rope, 9' 4 1/4" x 34 1/8 x 30 7/8". upper rope extensions: left, 34 1/4" right, 33 1/4"
NW	252.66	Lachaise:	THE MOUNTAIN. 1924. Bronze (cast 1964), 7 1/2" h. x 19 3/8" l. x 9 1/2"d.
✓	3.56	"	KNEES. 1933. Marble, 19" high, at base 13 1/4 x 9 1/2".
NW	263.37	Laurens:	HEAD. 1918. Wood construction, painted, 20 x 18 1/4".
NW	E.L.55.1865	Lipchitz:	RECLINING NUDE WITH GUITAR. 1928. Black limestone, 16 3/8" high, at base 27 5/8 x 13 1/2".
spec dining room	193.42	"	THE RAPE OF EUROPA, II. 1938. Bronze, 15 1/4 x 23 1/8".
			<u>OR</u>
NW	619.43	"	BLOSSOMING. 1941-42. Bronze, 21 1/2 x 16 1/2".
NW	550.54	Lipton:	SANCTUARY. 1953. Nickel-silver over steel, 29 1/4 x 25".
✓	7.30	Maillol:	DESIRE. 1906-08. Tinted plaster relief, 46 7/8 x 45".
Portrait of	17.55	Marini:	CURT VALENTIN. 1954. Bronze, 9 1/8" high.
May 3	553.56	Matisse:	THE SERF. 1900-03. Bronze, 37 3/8" high, at base 12 x 13".
NW	154.55	"	TIARI. 1930. Bronze, 8" high.
NW	232.62	Minne:	KNEELING YOUTH. 1898. Original plaster, 31 3/8" high, at base 6 3/4 x 12 5/8".
NW	71.36	Miro:	ROPE AND PEOPLE, I. 1935. Oil on cardboard with coil of rope, 41 1/4 x 29 3/8".
✓	145.51	Modigliani:	CARYATID. c. 1914. Limestone, 36 1/4" high, at base 16 3/8 x 16 7/8".
II	593.39	"	HEAD. 1915? Limestone, 22 1/4 x 5 x 14 3/4".
NW	207.37	Moore:	TWO FORMS. 1934. Pynkado wood, 11 x 17 3/4 on irregular oak base 21 x 12 1/2".
NW	630.39	"	RECLINING FIGURE. 1938. Cast lead, 5 3/4 x 13".
NW	15.47	"	THE BRIDE. 1939-40. Cast lead and copper wire, 9 3/8 x 4 1/8".
✓	105.58	Nadelman:	WOMAN AT THE PIANO. c. 1917. Wood, stained and paint- ed, 35 1/8" high, at base including piano, 21 1/2 x 8 1/2".

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- ✓ 136.58 Nevelson: SKY CATHEDRAL. 1958. Assemblage: wood construction painted black, 11' 3 1/2" x 10' 1/4" x 1' 6".
- NW 1.55a-k Noguchi: EVEN THE CENTIPEDE. 1952. Kasama ware in 11 pieces, each approximately 18" wide, mounted on wood pole, 14' high.
- NW 15.50 Pevsner: DEVELOPABLE COLUMN. 1942. Brass and oxidized bronze, 20 3/4" high, base 19 3/8" diameter.
- ✓ 196.56 Picasso: BADOON AND YOUNG. 1951. Bronze, 21" high, base 13 1/4 x 6 7/8".
- NW 272.56 " COAT SKULL AND BOTTLE. 1951-52. Painted bronze, 31 x 37 5/8 x 21 1/2".
- ✓ E.L .62.1100 Rodin: THE MIGHTY HAND. 1884-86. Bronze, 18 3/8 x 11 5/8".
- ✓ 614.59 Rosso: THE CONCIERGE (La Portinaia). 1883. Wax over plaster, 14 1/2 x 12 5/8".
- ✓ 673.59 " THE BOOKMAKER. 1894. Wax over plaster, 17 1/2 x 13 x 14".
- NW 16.50 Roszak: SPECTRE OF KITTY HAWK. 1946-47. Welded and hammered steel brazed with bronze and brass, 40 1/4" high, at base 18 x 15".
- NW 294.56 D. Smith: TWENTY-FOUR GREEK Ys. 1950. Forged steel, painted, 42 3/4 x 29 1/8".
- III 11.61 Stankiewicz: NATURAL HISTORY. 1959. Welded iron pipes and boiler within wire mesh, 14 3/4 x 34 1/4 x 19 1/4".
- NW 654.59 Weber AIR-LIGHT-SHADOW. 1915. Polychromed plaster, 28 7/8" high, 12 1/4" wide.

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The Museum of Modern Art

To Jean Volkmer and Pat Houlihan
 From Alicia Legg
 Date December 19, 1972
 Re Sculpture Gallery

cc: David Vance, Betsy Jones, Sara Mazo
 Cora Rosevear, Emily Danson
 Dick Palmer

Further to my memo of November 15, with a list of 65 sculptures which we may use in the new installation of the Sculpture Gallery on the third floor: I attach a new list with additional pieces that might be used and should be checked for condition and availability.

There is a possibility that we may begin construction work in this area in the next week or two. If this is possible, we would be able to start installing works during January and I'd like to know which ones are not available for one reason or another.

NW	271.56	Picasso	<u>Pregnant Woman.</u> (1950). Bronze, 41 1/4" high, at base 7 5/8 x 6 1/4".
✓	747.43	Calder	✓ <u>The Horse.</u> 1928. Walnut, 34 3/4" long
calder exh	318.41	"	<u>Cow.</u> 1929. Wire, 6 1/2 x 16"
calder exh	847.66 a-b	"	<u>Gibraltar.</u> 1936. Wood and metal, 51 7/8 x 24 1/4 x 11 3/8"
auditorium	260.48	Nadelman	<u>Man in a Top Hat.</u> c. 1927. Painted bronze, 26" high
NW	187.56	Brancusi	<u>Socrates.</u> 1923. Wood, 51 1/4" high
II, Monet gallery	27.55	Rodin	<u>St. John.....</u> 1978. Bronze, 9' 3" high
232.37		Arp	<u>Birds in an Aquarium.</u> c. 1920. Painted wood relief, 9 7/8 x 8"


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SCULPTURE GALLERY - Tentative list

December 11, 1972

ADDENDA

<i>conv.</i>	232.37	Arp	<u>Birds in an Aquarium.</u> (c.1920). Painted wood, relief, 9 7/8 x 8".
✓	1125.64	Haese	✓ <u>In Tibet.</u> (1964). Construction of clockwork parts, brass screening, and wire, 19 1/2 x 9 1/4 x 4 1/4".
<i>NW</i>	253.66	Lachaise	 <u>Woman Arranging Her Hair.</u> (1910-12). Bronze, 10 1/2 x 5 1/8 x 2 3/4".
<i>NW</i>	238.69	Lassaw	<u>Nebula in Orion.</u> (1951). Welded bronze, 28 3/4 x 34 x 20".
<i>NW</i>	260.57	Manolo	<u>Grape Harvester.</u> (1913). Bronze, 17 3/4" high, at base, 7 x 6".
<i>NW</i>	551.54	Negret	<u>Sign for an Aquarium.</u> (1954). Painted iron, 4 3/8 x 13 1/2 x 3 3/4".
<i>NW</i>	271.56	Picasso	<u>Pregnant Woman.</u> (1950). Bronze, 41 1/4" high, at base 7 5/8 x 6 1/4".
✓	747.43	Calder	✓ <u>The Horse.</u> 1928. Walnut, 34 3/4" long
<i>calder sph</i>	318.41	"	<u>Cow.</u> 1929. Wire, 6 1/2 x 16"
<i>calder sph</i>	847.66 a-b	"	<u>Gibraltar.</u> 1936. Wood and metal, 51 7/8 x 24 1/4 x 11 3/8"
<i>auditorium</i>	260.48	Nadelman	<u>Man in a Top Hat.</u> c. 1927. Painted bronze, 26" high
<i>NW</i>	187.56	Brancusi	<u>Socrates.</u> 1923. Wood, 51 1/4" high
<i>II, Monet gallery</i>	27.55	Rodin	<u>St. John.....</u> 1978. Bronze, 9' 3" high
232.37		Arp	<u>Birds in an Aquarium.</u> c. 1920. Painted wood relief, 9 7/8 x 8"

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SCULPTURE GALLERY - Tentative list

December 11, 1972

HEADS

	NW	246.56	Belling	<u>Sculpture.</u> (1923). Bronze, partly silvered, 18 7/8" high x 7 3/4 x 8 1/2".
	Calder exh.	842.66	Calder	<u>Marion Greenwood.</u> (1929-30). Brass wire, 12 5/8 x 11 1/8 x 11 3/8".
	portrait exh.	288.65	Epstein	<u>Paul Robeson.</u> (1928). Bronze, 13 1/2" h. on stone base, 4 7/8 x 9 x 8".
	NW	191.66	"	<u>First Sketch of Pandit Nehru.</u> (1946). Tinted plaster, 11 5/8 x 7 1/8 x 9 1/8".
	NW	937.65	Gonzalez	<u>Head of the Montserrat II.</u> (1942). Bronze, 12 3/8 x 7 3/4 x 11 1/8".
	portrait exh.	123.58	Heiliger	<u>Ernst Reuter.</u> (1954). Bronze, 15 7/8" high.
	NW	608.39	Lachaise	<u>Head.</u> (after 1920?). Granite, 8 1/2" high on onyx base, 5 x 5 x 4".
	NW	154.34	"	<u>John Marin.</u> 1928. Bronze, 12 1/2" high.
	NW	2103.67	Mapanda	<u>Little Mask.</u> 1964. Stone, 4 3/4 x 3 5/8 x 2 5/8".
	NW	694.49	Marini	<u>Lamberto Vitali.</u> (1945). Bronze, 9" high.
	portrait exh.	17.55	"	<u>Curt Valentin.</u> (1954). Bronze, 9 1/8" high.
	NW	154.55	Matisse	<u>Tiari.</u> (1930). Bronze, 8" high.
		260.48	Nadelman	Man in a Top Hat. (c. 1927). Painted bronze, 26 x 14 7/8"
	NW	110.43	Smith, David	<u>Head.</u> 1938. Cast iron and steel, 19 3/4 x 9 5/8".
	G.W. sty (base NW)	583.56	Vagis	<u>Revelation.</u> (1951). Stone, 16 1/8 x 18".
	NW	190.66	Epstein	<u>Fourth Portrait of Leda (with Coxcomb).</u> (1940). Tinted plaster, 8 1/8 x 7 1/4 x 7 1/4".

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TRANSPORTATION ORDER

The Museum of Modern Art
125 West 53rd Street, New York, N.Y. 10019

5172

March 14, 1977

Note: the following schedule can be utilized only if we can secure approval by the Buildings Department of revised floor plan in advance of dismantling date

Installation by: Alicia Legg

Preliminary schedule for: REINSTALLATION OF THE SCULPTURE GALLERY

Third Floor

CONTENTS: c. 65 sculptures

Final plans for gallery:	Already completed and being drawn up in final form
Dismantling of current installation: (including carpet removal)	January 2 & 3
Demolition of existing walls, platform and table:	January 4
Construction of new walls, including vitrine walls, and new platform for Brancusis: (Probably by an outside contractor)	January 5, 8, 9, 10, 11 complete by January 11-15
Construction of new pedestals:	January 8, 9, 10, 11, 12, 13 15
Taping, patching and painting:	
Electrical work:	January 10, 11, 12
Delivery of works to gallery, in lots beginning:	January (11) ¹² _____
Installation of works:	January 11, 12, 13, 16, 17
Light adjustments:	January 17
Floor waxed and cleaned:	January 17, evening
Gallery completed by:	January 18

Fred: please check this carefully to note if it is feasible.

I am also checking with Riva, Bill, and John to see if we may utilize the corridor between the Sachs and Steichen Galleries for temporary storage for a period of 10 days or so beginning January 2.

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TRANSPORTATION ORDER

Mestrose/Giacometti

The Museum of Modern Art

11 West 53 Street, New York, N.Y. 10019

5172

Date March 14, 1973

Memorandum to Receiving and Shipping Room:

Hahn Brothers, Inc.
231 East 55th Street
New York, New York
Attn: Miss Hughes

When the shipment described below has been shipped or received please mark the date in the right hand column below and return to the Registrar.

Date Received
or Shipped

On Thursday, March 15, 1973, please deliver the following
FROM: The Museum of Modern Art, 20 West 54th Street, NYC
TO: Mr. Pierre Matisse, 167 East 64th Street, NYC,

GIACOMETTI: Woman with Her Throat Cut. 1932. Bronze,
8 h. x 25 w. x 34 1/2" l. (2/5) (TR 4118)

✓

Est 50.00

Purpose Borrowed for possible temporary use in m. c. sc. gallery.

Ordered by David Vance

CUSTOMER: _____
By: _____

MOVER HANN BRUS. FIREPROOF WAREHOUSES, INC.
By: _____

CUSTOMER'S BILL & RECEIPT
(For Customer When Job Is Completed)

TERMS: Charges Payable in Cash, Money Order, or Certified Check on Delivery.

FORM 252A

MILBIN PRINTING, INC., 135 SCHMITT BLVD., FARMINGDALE, N.Y. 11735

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Combined Uniform Household Goods Bill of Lading and Freight Bill — New York Commercial Zone. *Matisse/Giacometti*

HAHN BROS. FIREPROOF WAREHOUSES, Inc.

N.Y.C.—M.T. No. **415** East Side Warehouse 231-235 EAST 55th STREET Phone PLaza 3-3662 West Side Warehouse 108-120 WEST 107th STREET Phone ACADEMY 2-3670 **8238**

NEW YORK CITY

NAME <u>Museum of Modern Art 5172</u> Tel. _____	TIME RECORD Start _____ A.M. _____ P.M. <i>OT</i> Customer Initials _____ Finish _____ A.M. _____ P.M. _____ Customer Initials _____
FROM <u>20 W. 54th St.</u> Apt. _____	
TO <u>Pierre Matisse</u> Apt. _____ <u>167 E. 64th St.</u>	JOB HOURS _____
OTHER STOPS _____	TRAVEL TIME _____
MOVING DATE <u>/315/73</u> DAY <u>Thurs</u> TIME <u>9-12</u> A.M. P.M.	TOTAL HOURS

MOVING RATE: 1 VANS 2 MEN @ \$ 29.50 Per Job Hr., Plus 3/4 Hrs. Travel Time

ESTIMATE OR REMARKS (Approx. estimate—packing date—Instructions on job—or other info.)	RATES and DESCRIPTION	CHARGES
<u>Giacometti Sculpture</u>	MOVING _____ hours @ \$ _____ per hr.	
	OVERTIME _____ hours @ \$ _____ per hr.	
	CARTAGE _____ cu. ft. @ \$ _____ per cu. ft.	
	WEIGHT _____ lbs. @ \$ _____ per lb.	
	PIANO CHGS. _____	
	OTHER _____	
	_____ Barrels, packed @ \$ _____ each	
	_____ Barrels, loaned @ \$ _____ each	
	_____ Wardrobes @ \$ _____ each	
	_____ Cartons or boxes @ \$ _____ each	
	_____ Matt Cartons @ \$ _____ each	
	Other _____	
	Whse. Labor chgs. _____	
	Storage chgs. _____	
	Other _____	
	Insurance; shipper declares the full value of the shipment for the purpose of insurance to be: Amt. \$ _____ @ \$ _____ per \$100.00	
	TOTAL CHARGES	
	Advance Deposit	
	BALANCE DUE	
	RECEIVED PAYMENT	
	MOVER HAHN BROS. FIREPROOF WAREHOUSES, Inc.	
	By: _____	

CUSTOMER'S BILL & RECEIPT (For Customer When Job Is Completed) TERMS: Charges Payable in Cash, Money Order, or Certified Check on Delivery. FORM 252A MILBIN PRINTING, INC., 135 SCHMITT BLVD., FARMINGDALE, N.Y. 11735

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CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

EXCEPTIONS TO ABOVE LIABILITY FOR MECHANICAL, ELECTRICAL OR OTHER OPERATION OR FUNCTIONING, DELAYS, QUARANTINE, STORAGE-IN-TRANSIT OR CONTENTS OF PIECES OR CONTAINERS.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition or other acts done or required by the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage occasioned by fumigation or disinfection or other acts done or required by the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in cases of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by the carrier or party in possession or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

CLAIMS PROCEDURE AND LIMITATIONS

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within nine months after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

(d) Any claim for loss, damage or overcharge whether made by the consignee, consignor or a third party beneficiary, shall be in writing and shall be accompanied by original paid Bill for transportation and original Bill of Lading, if not previously surrendered to carrier. Carrier may require certified or sworn statement of claim.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coeprage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and carrier's responsibility as of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that, if there be time for service of notification to the consignor or owner of the property or the failure to receive it and request for disposition of the property, such notification shall be given in such manner as the exercise of the diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

ARTICLES OF EXTRAORDINARY VALUE, DOCUMENTS, SPECIE

Sec. 5. No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agents shipping such goods shall be liable for any indemnity the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

MOVER (CARRIER) WILL NOT RELINQUISH POSSESSION UNTIL ALL CHARGES ARE PAID

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing charges, storage and all other lawful charges, except that if the consignor stipulates, by signature in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has not beneficial title in said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

ALL CLAIMS, DISPUTES, OR CONTROVERSIES ARE SUBJECT TO ARBITRATION

Sec. 10. Any controversy or claim arising out of or relating to this contract, the breach thereof, or the goods affected hereby, whether such claim be founded in tort or contract, shall be settled by arbitration under the Arbitration Law of the State of New York, and under the rules of the American Arbitration Association, provided however, that upon any such arbitration the arbitrator or arbitrators may not vary or modify any of the foregoing provisions.