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## The Museum of Modern Art

To  
From  
Date  
Re

~~Re~~ Collins Bruce  
Cora Rosevear  
February 13, 1973  
Works to be reframed

cc : Doug Robinson ✓

*FYI, after the fact!*

Dear Collins:

As you suggested last week, I am asking the Registrar to deliver four works to be reframed, along with the frames. (We had taken them out of their frames at the time of the installation of the Second Floor). There is no special rush on this. Second Floor Project Order:

Balthys: Joan Miró and his Daughter Dolores  
Dix: Dr. Meyer Hermann  
K Grosz: Portrait of the Poet Max Niesz

Thanks.

*Cora*

|                                       |             |                |
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**The Museum of Modern Art**

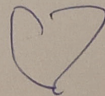
To Doug  
From Cora  
Date 12/13/72  
Re far 2 pm??!

Please

✓ collect 3 pix from  
Frame Shop + deliver  
to II

Bonnard: Breakfast  
Hopper: Gas  
Wyeth: Christmas Wood

Please ✓ - Temp. Removed signs  
for 4 works to be  
taken down to the  
Frame Shop.



Done

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## The Museum of Modern Art

**To** Registrar cc : Sara Mazo  
**From** Cora Rosevear  
**Date** December 12, 1972  
**Re** Second Floor

Dear Teri:

Will you please have the following delivered to Gallery 12 on the Second Floor/  
tomorrow morning, first thing:

Moholy-Nagy: Nickel Construction on the Mezzanine  
MUST BE HANDLED WITH WHITE GLOVES

and vitrine for work which is in Fred Coxen's office

Thanks.

*Done  
CR*

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## The Museum of Modern Art

To Registrar cc : Sara Mazo

From Cora Rosevear

*Bill Farnie*

Date December 11, 1972

Re Second Floor

Dear David:

Would you please arrange to have the following paintings delivered to the Second Floor tomorrow morning, first thing:

Toufouse-Lautrec: La Goulue at the Moulin Rouge

on Mezz.

Puni: Flight of Forms

from Conservation

Thanks.

*C.*

*Done  
DR*

|                                       |             |                |
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12/6/72

12/8/72

F.S → II

Signac: Feneon

Matisse: Girl w/ Tulip

Derain: L'Estaque

Chagall: Over Vitebsk

Cons → NW

✓ Robyn Denny. Folded (116.68)  
83  $\frac{7}{8}$  x 72

NW → III  
K P . . . . .

|                                       |             |                |
|---------------------------------------|-------------|----------------|
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12/8/72

F.S → II

✓ Signac: Feneon

✓ Matisse: Girl w/ Tulip

✓ Derain: L'Estaque

✓ Chagall: Over Vitebsk

Cons → NW

✓ Robyn Denny: Folded (116.68)  
83 7/8 x 72

NW → III

✓ Tolens: White Numbers

---

Weber damage

---

Dix: Meyer Herman

Grosz: Herman - Heisse

Kunzli: Self-Portrait

|                                       |             |                |
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2x50

12/6/72

- Puni: frame
- to Frame shop 12/8/72
- ✓ Deakin: Window/Ver mezz  
II
  - ✓ Seraphine: Tree II
  
  - ✓ Ferninger: Viaduct II
  - ✓ Klee: Fear II
  - ✓ Mond. Comp/Red Blue yellow II

~~Comp in black white red~~

|                                       |             |                |
|---------------------------------------|-------------|----------------|
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7050 12/6/72

Mabuse Gallery

Vandenberg  
Vantongerloo

Kokoschka: Self Portrait

Kirchner Street

Macke: lady in a ~~Street~~ Park

Jawlensky: Head

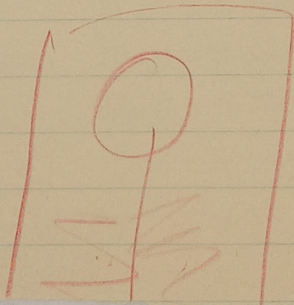
} → II

Gottlieb - lobby → II stair landing

[ Chagall: Calvary  
Gravis: Torgous Young Pine } - 2<sup>nd</sup> floor slot

vandenberg } - save  
Vantongerloo

remove all others



|                                       |             |                |
|---------------------------------------|-------------|----------------|
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cc: CR, FC, CB, RP  
Registrar - Doug

William S. Rubin

Richard L. Palmer

December 6, 1972

Framing/repairing etc. for 2nd Floor Reinstallation

Dear Bill,

Since the reframing of works for the 2nd Floor Reinstallation has turned out to be a much bigger task than we had anticipated, I thought it might be a good idea to summarize the priorities you established at our meeting with Fred and Cora this afternoon regarding work yet to be completed. I should add that this memo should not at this point be interpreted as a confirmation of the fact that we can actually complete the remaining work in accordance with your priorities. This can be determined only after Collins and Fred have received your exact specifications for each frame remaining. If possible, I hope you and Cora can use the "Specifications" column of this memo by way of advice to Collins and Fred of your requirements. Since we have scheduled shop overtime for tomorrow evening and are making special arrangements to bring Richard Franklin in on both Friday and Saturday I trust specifications for all Priority 1 and 2 items can be worked out by sometime early tomorrow afternoon.

NEW FRAMES

| <u>Artist</u>  | <u>Title</u>                 | <u>Size</u>      | <u>MOMA #</u> | <u>Specifications</u> |
|--|------------------------------|------------------|---------------|-----------------------|
| <u>PRIORITY 1 - to be finished as soon as possible</u> |                              |                  |               |                       |
| ✓ • Matisse  | <u>Girl with Tulips</u>      | 28 1/2 x 23 1/8" | 154.70        |                       |
| F.S. Matisse   | <u>Rose Marble Table</u>     | 57 1/2 x 38 1/4" | 554.56        |                       |
| ✓ • Derain   | <u>L'Estaque</u>             | 13 7/8 x 17 3/4" | 6.51          |                       |
| F.S. Rouault   | <u>Clown</u>                 | 11 1/2 x 12 7/8" | 692.49        |                       |
| ✓ • Chagall  | <u>Over Vitebsk</u>          | 26 3/8 x 36 1/2" | 277.49        |                       |
| M&P Derain   | <u>Window at Vers</u>        | 51 1/2 x 35 1/4" | 631.39        |                       |
| F.S. Braque  | <u>Woman with a Mandolin</u> | 51 1/4 x 38 1/4" | 2.48          |                       |
| Mozand   | <u>Still Life</u>            | 32 1/2 x 22 5/8" | 286.49        |                       |
| (continued)  |                              |                  |               |                       |
| • IN FRAME SHOP  |                              |                  |               |                       |

|                                       |             |                |
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| <u>Artist</u>  | <u>Title</u>                          | <u>Size</u>         | <u>MOMA #</u> | <u>Specifications</u> |
|--|---------------------------------------|---------------------|---------------|-----------------------|
| <u>NEW FRAMES (continued)</u>  |                                       |                     |               |                       |
| <u>PRIORITY 1 (continued)</u>  |                                       |                     |               |                       |
| Seraphine  | <u>Tree of Paradise</u>               | 76 3/4 x 51 3/4"    | 37.71         |                       |
| F.S. Rouault   | <u>Three Judges</u>                   | 29 7/8 x 41 5/8"    | 17.52         |                       |
| <u>CUT DOWN OR ADAPTATION OF EXISTING FRAME</u>                                |                                       |                     |               |                       |
| ✓ Signac   | <u>Portrait of Fénéon</u>             | c. 33 x 24" 1/4"    |               |                       |
| <u>PRIORITY 2 - to be completed as soon as possible after Priority 1 items</u> |                                       |                     |               |                       |
| <u>NEW FRAMES</u>  |                                       |                     |               |                       |
| F.S. Feininger   | <u>Viaduct</u>                        | 39 3/4 x 33 3/4"    | 259.44        |                       |
| F.S. Klee  | <u>Fear</u>                           | 19 3/4 x 21 3/4"    |               |                       |
| F.S. Mondrian  |                                       |                     |               |                       |
| <u>REPAIR OR REFINISHING OF EXISTING FRAME</u>                                 |                                       |                     |               |                       |
| Picasso  | <u>Fruit Dish</u>                     | 29 1/4 x 24"        |               |                       |
| <u>PRIORITY 3 - to be completed in advance of January 25, 1973</u>             |                                       |                     |               |                       |
| <u>NEW FRAMES</u>  |                                       |                     |               |                       |
| Matisse  | <u>Bather</u>                         | 36 1/2 x 29 1/8"    | 17.36         |                       |
| Léger  | <u>Bargeman</u>                       | 18 1/2 x 21 7/8"    | 625.67        |                       |
| Bonnard  | <u>Breakfast Room</u>                 | 63 1/4 x 44 1/8"    | 392.41        |                       |
| Picasso  | <u>Men with a Hat</u>                 | 24 1/2 x 18 5/8"    |               |                       |
| Modigliani   | <u>Bride and Groom</u>                | 51 1/4 x 38 1/4"    | 339.42        |                       |
| Braque   | <u>The Table</u>                      | c. 70 3/4 x 28 3/4" | 520.41        |                       |
| Cézanne  | <u>Chateau Noir</u>                   | 29 x 36 3/4"        | 137.57        |                       |
| Klee   | <u>Feuer Abends</u>                   | 14 x 15"            |               |                       |
| Wyeth  | <u>Christina's World</u>              | 32 1/4 x 47 3/4"    | 16.49         |                       |
| <u>CUT DOWN OR ADAPTATION OF EXISTING FRAMES</u>                               |                                       |                     |               |                       |
| Seurat   | <u>Harbor Entrance</u>                | 21 5/8 x 25 5/8"    | 126.34        |                       |
| Redon  | <u>Vase of Flowers</u><br>(continued) | 28 3/4 x 21 1/8"    |               |                       |

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| <u>Artist</u>  | <u>Title</u>                         | <u>Size</u>       | <u>MOMA #</u> | <u>Specifications</u>   |
|--|--------------------------------------|-------------------|---------------|-------------------------|
| <u>PRIORITY 3 (continued)</u>                                |                                      |                   |               |                         |
| <u>CUT DOWN OR ADAPTATION OF EXISTING FRAMES (continued)</u> |                                      |                   |               |                         |
| Toulouse-Lautrec   |                                      |                   |               |                         |
|  | <u>La Goulue at the Moulin Rouge</u> | 31 1/4 x 23 1/4"  | _____         |                         |
| <u>REPAIR OR REFINISHING OF EXISTING FRAME</u>               |                                      |                   |               |                         |
| Matisse  | <u>Red Studio</u>                    | 71 1/4 x 86 1/4"  | 8.49          |                         |
| Picasso  | <u>Guitar</u>                        | 7' 5/8" x 31 1/8" | _____         |                         |
| Picasso  | <u>Green Still Life</u>              | 23 1/2 x 31 1/4"  | _____         |                         |
| * Picasso  | <u>Demoiselles d'Avignon</u>         | 96 x 92"          | _____         | Cleaning or Refinishing |
| * Matisse  | <u>Memory of Oceania</u>             | 9' 4" x 9' 4 7/8" | _____         |                         |
| Seurat   | <u>Stone Breakers</u>                | 11 3/8 x 14 1/4"  | _____         |                         |
| Gauguin  | <u>Moon and the Earth</u>            | _____             | _____         |                         |
| Cézanne  | <u>Apples</u>                        | _____             | _____         |                         |

(Note: \* items to be done only after WSR returns from Europe)

As I mentioned this afternoon, we must shortly begin work in the Frame Shop on the following exhibitions to which we have already made commitments:

MUNCH PRINTS - framing of 65 works  
 CRUCK CLOSE - mounting of c. 20 works  
 DRAWINGS ACQUISITIONS - matting of c. 20 works  
 framing of c. 40 works

I would appreciate it very much if you would advise me in writing of any change in this priority listing in order to ensure that instructions to the shop are transmitted properly.

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## The Museum of Modern Art

**To** Registrar  
**From** Cora Rosevear  
**Date** December 5, 1972  
**Re** Second Floor

Deaf Doug:

Tomorrow we will begin installing the Mondrian room.

The following paintings are needed for the Mondrian and the Americans (last gallery):

Levine: Feast of Pure Reason  
Weber : Geranium  
Stella: Factories  
Prendergast: Acadia  
B Berdicio: The Cube and the Perspective

Glarner: Relational Painting 1947-48 52.49

On Friday morning, first thing, please collect the Lipchitz Man with a Guitar and the Baranoff-Rosiné Symphony Number 1 from Pat Houlihan and bring them to Gallery 4

Thanks.

*FSI*  
*Doug*

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12/5/97

Put on trucks

MacGuer Red V. Tiles

Beader : Conjur Woman

Hopper : Movie

Derain : Window at Ver.

Boardman : Quiet

Mauri : Manhattan

Lawrence : (4)

---

On slot

Graves : Joyous Young Pine

Chagall : Calvary

---

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12/4/72  
p.m.

FROM THE STUDY CENTER

to the second floor:

- Bauchant: Cleopatra's Barge. 649.39
- Bombois: Before Entering the Ring. 662.39
- Lindner: ~~The Meeting.~~ — Portrait Show
- Lindner: The Mirror.

to the frame shop: (then to Studio II for photography)

- Gorky: Study for Mural/ Admin. Bldg. Newark Airport. EL 39.1811
- Villon: Perspective. 213.53

FROM THE MONET GALLERY

- Beckmann: Self-Portrait. w/ Cigarette
- Beckmann: Family Picture. — II, 6



|                                       |             |                |
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12/1 - 12/4

GALLERIES 14 & 15

previously  
on view :

- ~~Ureaga~~: Burial of an Illustrious Man
- ~~Siqueiros~~: Echo of a Scream
- ~~Orozco~~: Zapatistas
- ~~Tamayo~~: Animals
- ~~Albright~~: Woman
- ~~Crosz~~: The Poet Max Hermann-Neisse
- ~~Dix~~: Dr. Mayer-Hermann
- ~~Balthus~~: Joan Miró..
- ~~Hartkey~~: /Evening Storm, Schoodic Maine
- ~~Hopper~~: House by the Railraad
- ~~Wyeth~~: Christiana's World
- ~~Sheeler~~: American Landscape
- ~~Kuniyoshi~~: Self Portrait as a Golf Player
- ?  ~~Prendergast~~: April Snow, Salem  
Acadia (if back from loan)
- ~~Marin~~: Lower Manhattan
- ~~Burchfield~~: The Night Wind
- ~~Demuth~~: Stairs, Provincetown
- ~~O'Keefe~~: Lake George Window
- ~~Shahn: Willis Avenue Bridge~~
- ~~Hirschfield: Inseparable Friends~~
- ~~Kane~~: Self Portrait
- ~~Pickett~~: Manchester Valley
- ~~Dove~~: Willows
- ~~Blume~~: The Eternal City  
~~Eleonora~~  
~~Insurrection~~

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other works:

- ✓ Torres Garcia: Constructive Painting  
Composition — *foto*
- ~~Berdicior: The Cube and the Perspective~~
- ✓ Dove: Grandmother
- ✓ Stella: Nightengale
- ✓ Demuth: Dancing Sailors  
✓ Vaudeville Musicians  
✓ Acrobats  
✓ Vaudeville
- ✓ Davis: Lucky Strike
- ✓ Spencer: City Walls
- ✓ Dickinson: Cottage Porch
- ✓ Hopper: Gas (Hesse Office)
- ~~Stettheimer: Grandmother~~
- ✓ Avery: Sea Grasses
- ✓ Dickinson, P: Harlem River
- ✓ Burchfield: Garden of Memories
- ✓ MacIver: Hopscotch  
Red Votive Lights
- ✓ Shahn: Pacific Landscape  
Portrait of Myself when Young — *Portrait Show*  
Victin Player ~~Portrait~~
- ~~(Copper: Senate loan til Dec. 3)~~
- Nolan, S: After Glenrowan Siege loan
- ✓ Graves: Voyeous Young Pine munich?  
~~Blind Bird~~  
✓ Bird Singing in the Moonlight
- ✓ Lawrence: Migration of the Negro (3 or 4 horizontals) .28, .30, .18, .19
- ✓ Bearden: ~~Patchwork Quilt~~ — *Bearden Exp.*  
~~Conjur Woman~~
- ✓ Botero: Presidential Family

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Page 3

(~~Balthus: Portrait of Derain~~ portrait show)

Hirshfield, Morris: ~~another?~~ Tiger

Seraphine: Tree of Paradise

Sitnikov: Hillock

~~Siquiron: Collective Suicide~~

Bombas:  
Beauchamp;

|                                       |             |                |
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## The Museum of Modern Art

To Registrar  
 From Cora Rosevear  
 Date ~~November~~ December 1, 1972  
 Re Second Floor

### Gallery 8

- Murphy: Wasp and Pear - NW
- Ozenfant: Vases - M 164.45 51 x 38
- Le Corbusier: Still Life
- Davis: Visa - already in Gallery 14+15 memo)
- Davis: Lucky Strike
- van Doesburg: Rhythm of a Russian Dance
- van Doesburg: drawings for Rhythm of a Russian Dance (1 frame)
- van Doesburg: The Cow 226.48 - NW
- van Doesburg: Composition (The Cow) 225.48 - NW
- Vantongerloo: Construction of Volume Relations and painted shelf

all works by Mondrian:

- ~~Mondrian: Pier and Ocean~~
- Mondrian: Composition in Brown and Gray 242.50
- Mondrian: Blue Facade 153.57
- Mondrian: Composition V. 633.67 - NW
- Mondrian: Pier and Ocean from Drawings?
- Mondrian: Color Planes in Oval 14.50 - NW
- Mondrian: Composition with Color Planes, V. 1774.67
- Mondrian: Composition C. 257.48
- Mondrian: Composition 154.57 - Oldenburg - meyz
- Mondrian: Composition 486.41 - NW
- Mondrian: Composition 486.41 - NW
- Mondrian: Painting I. 179.53
- ~~Mondrian: Composition I. 634.67~~
- Mondrian: Composition 635.67 - NW
- Mondrian: Composition in White, Black and Red 2.37 out on loan, should be back soon
- Mondrian: Composition in Yellow, Blue and White, I 637.67 - NW
- Mondrian: Composition in Red, Blue and Yellow 638.67
- Mondrian: Broadway Boogie Woogie 73.43 - M
- van Doesburg: all drawings for THE COW - 4015 Draw - NW
- van Doesburg: Simultaneous Counter Composition - Dallas

Cora

|                                       |             |                |
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## The Museum of Modern Art

To Registrar  
 From Cora Rosevear  
 Date November 30, 1972  
 Re Second Floor

Dear Doug:

Gallery 12  
 right side

- ✓ ~~Kandinsky~~: Panel 3 -
- ✓ ~~Kandinsky~~: Panel 4 -
- ✓ ~~Kandinsky~~: Lightly Touching
- ✓ ~~Kandinsky~~: Blue Circle
- ✓ ~~Kandinsky~~: Watercolor 13 158.53
- ✓ ~~Kandinsky~~: Untitled. watercolor 89.35
- X ✓ ~~Kandinsky~~: Untitled 398.41
- ✓ ~~Feininger~~: Steamer Odin - NW
- ✓ ~~Feininger~~: Viaduct - NW
- ✓ ~~Feininger~~: Ruin by the Sea -
- ✓ ~~Delaunay~~: Sun Disks
- ✓ ~~MacDonald-Wright~~: Synchrony 346.49 - NW
- ✓ ~~MacDonald-Wright~~: Synchrony in Blue 629.67
- ✓ ~~Kupka~~: Red and Blue Disks 141.51 - NW
- ✓ ~~Kupka~~: The First Step
- ✓ ~~Augusto Giacometti~~: Summer Night - NW
- ✓ ~~Brancusi~~: Socrates

} from Drawings??

- all works by Klee
- ✓ ~~Still Life with Four Apples - copy~~
- ✓ ~~With the Red X~~
- ✓ ~~Laughing Gothic~~
- ✓ ~~Introducing the Miracle~~
- ✓ ~~Demon Above the Ships - NW~~
- ✓ ~~The End of the Last Act of a Drama~~
- ✓ ~~Christian Sectarian (-f.s./photo - 8/8/72) 10 1/8 x 6 5/8 wc pen & ink~~
- ✓ ~~The Angler~~
- ✓ ~~The Arrow Before the Target~~
- ✓ ~~Dying Plants~~
- ✓ ~~Vocal Fabric of the Singer Rosa Silber~~
- ✓ ~~Twittering Machine~~
- ✓ ~~Village in the Fields~~
- ✓ ~~Urn Collection~~

continued...

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- ~~Houses Drawn by Oxen, Ox Speared...~~ 92.50 - unframed
- ~~With the Flag~~ - Sidney Colin
- ✓ Flowers in the Wind
- ✓ Scherzo with Thirteen
- ✓ Good Fishing Place
- X ✓ Lady Bell - Tone Bim 9.50
- ✓ Girl with Doll Carriage
- X ✓ A Balance - Capriccio 93.50 (w)
- ✓ Actor's Mask
- Heron
- ~~Old City Architecture~~ (68.53 (w) — ?)
- ✓ Slavery!
- ✓ Early Morning in Ro...
- ✓ Rehearsal
- ~~The Crooked Mouth and the Light Green Eyes...~~ (— dwgs?)
- ✓ Around the Fish
- Pastoral
- ✓ Portrait of an Equilibrist - M
- ~~Three Fruits~~ 95.50 - not framed - dwg stg
- X ✓ View of the Ancient City 561.56
- X ✓ Magicians in Dispute 196.55
- ?? Gifts for I. (may not be in Museum. doesn't matter) - w.c. temp glass on/cann  
mtd on wood
- ✓ In the Grass
- ✓ Equals Infinity
- ✓ The Mocker Mocked
- ✓ Fear — mag
- ✓ Letter Ghost
- X ✓ Lady Apart 96.50

SJBy

~~56.56~~  
~~902.70~~

~~The Quarry~~  
~~Snail~~

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Martha Beck

Doug Robinson

November 30, 1972

2nd floor installation

This will confirm that the following works were taken from Drawing storage to the second floor today:

- 398.41 Kandinsky: Untitled.
- 9.50 Klee: Lady Bell - Tone Bim.
- 93.50 Klee: A Balance - Capriccio.
- 561.56 Klee: View of the Ancient City.
- 196.55 Klee: Magicians in Dispute.
- 96.50 Klee: Lady Apart.

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## The Museum of Modern Art

To Registrar  
From Cora Rosevear  
Date November 28, 1972  
Re Second Floor

Dear Doug:

Here is the list of works for the next gallery:

GALLERY 12  
left side

- ✓ Gontcharova: Landscape 47 +
- ✓ Larionov: Rayonist Composition: Domination of Red +
- ✓ Rodchenko: Line Construction -
- ✓ Rodchenko: Non-Objective Painting: Black on Black -
- ✓ Popova: Architectonic Painting -
- ✓ Malevich: Woman with Water Pails -
- ✓ Malevich: Private of the First Division -
- ✓ Malevich: Suprematist Composition (Flying Airplane) +
- ✓ Malevich: Suprematist Composition: Red Square and Black Square +
- ✓ Malevich: Suprematist Composition: White on White +
- ✓ Malevich: Suprematist Composition 1916-17? -
- ✓ Gabo: Head of a Woman -
- ✓ El Lissitzky: Proun 19 -
- ✓ Pevsner: Bust
- ✓ Kandinsky: Blue (Number 393) -
- ✓ Kandinsky: Black Relationship -
- ✓ El Lissitzky: Study for a page... -
- ✓ Moholy-Nagy: Nickel Construction -  
→ and pedestal and vitrine
- ✓ Moholy-Nagy: Telephone Picture -
- ✓ Moholy-Nagy: Telephone Picture -

Puni: Flight of ~~Forms~~ Forms - JV

*frame only*

7246  
from Jean Volmer. If she has not finished working on the picture, she will give you the frame only

~~Frame Shop~~ (without frame to Galleries)

for 11/30

- ④ 4. In your spare time after all this is done, we want to take the David Smith Australia to the Main Lobby (to go where the Picasso Three Musicians had been) and also the Dubuffet Cup of Tea to go where the Chagall had been.

✓ Min: Mural Ptg to lobby ✓ 74 <sup>3</sup>/<sub>4</sub> x 233 <sup>3</sup>/<sub>4</sub>

THANKS.

Cora

(Pollock 105 <sup>7</sup>/<sub>8</sub> x 209 <sup>1</sup>/<sub>2</sub>)

|                                       |             |                |
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## The Museum of Modern Art

To Registrar  
 From Cora Rosevear  
 Date November 28, 1972  
 Re Second Floor

Dear Doug:

Here are the things which should be done tomorrow:

1. Please take the Vlaminck Mt. Valerien and the de Chirico Great Metaphysician back to the Executive Dining Room and replace them on their nails. This must be done before 12 noon when there is a party there.
2. Please assemble the following works for Gallery 11 - Matisse. We expect to be able to begin installing in this room on Wednesday afternoon

- ✓ Matisse: Blue Window —
- ✓ Matisse: Music (Study) —
- ✓ Matisse: Bather —
- ⊕ ✓ Matisse: Dance — *slot*  
and metal strips
- ✓ Matisse: Moroccans —
- ✓ Matisse: ~~Mona~~ Piano Lesson from Lobby
- ✓ Matisse: Red Studio from Lobby
- ✓ Matisse: Gourds —
- ✓ Matisse: Goldfish and Sculpture — F.S. *(also Ernst 2 children)*
- ✓ Matisse: Reclining Nude and —  
and Pedestal
- ✓ Matisse: Serpentine  
and pedestal
- ✓ Matisse: Heads of Jeanette (5 sculptures) *154.70 28x23 charcoal*
- ⑤ WISE ✓ Matisse: ~~Young~~ Girl with Tulips (if back from loan ask Jean Weiffenbach)

④ ✓ Please **RUSH** the Matisse Rose Marble Table from Jean Volkmer ~~to the Frame Shop~~ *(without frame to Galleries)*

- for 11/30
- ⑥ 4. In your spare time after all this is done, we want to take the David Smith Australia to the Main Lobby (to go where the Picasso Three Musicians had been) and also the Dubuffet Cup of Tea to go where the Chagall had been.

✓ *Mina: Miral Ptg to lobby 74 3/4 x 233 3/4*  
 THANKS.  
*Cora*  
*(Pollock 105 7/8 x 209 1/2)*

|                                       |             |                |
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## The Museum of Modern Art

To Doug Robinson  
From Cora Rosevear  
Date November 28, 1972  
Re Second Floor

Dear Doug:

Here are the works which Mr. Rubin would like assembled for 2:00 pm this afternoon.

### Gallery 10 - Futurism

- ✓ Severini: Dynamic Hieroglyph of the Bal Tabarin —
- ✓ Balla: Swifts —
- ✓ Balla: Speeding Automobile —
- ✓ Boccioni: Unique forms of Continuity in Space —  
and Pedestal —
- ✓ Boccioni: States of Mind: Farewells —  
Those Who Go —  
Those Who Stay —
- ✓ Boccioni: The City Rises —
- ✓ Boccioni: Development of a Bottle in Space —  
and Pedestal —
- ✓ Boccioni: Dynamism of a Soccer Player —
  
- ✓ Severini: Armored Train from Drawings
- ✓ Boccioni: Muscular Dynamism from Drawings

|                                       |             |                |
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## The Museum of Modern Art

To Registrar  
From Cora Rosevear  
Date November 27, 1972  
Re Second Floor

Dear Doug:

Here is the list of works to be assembled for GALLERY 7. We'd hope to install this room on Wednesday morning, November 29th:

- ✓ van Dongen: Modesko Singer, Soprano — F.S.? (11/12)
  - ✓ Vlaminck: Mt. Valerien — 6 of D.R.
  - ✓ Derain: London Bridge — F.S. ?
  - ✓ Derain: L'Estaque
  - ✓ Dufy: Sailboat at Sainte-Adresse — F
  
  - ✓ Chagall I and the Village — lobby
  - ✓ Chagall: Calvary —
  - ✓ Chagall: Time is a River — NW?
  - ✓ Chagall: Birthday — NW?
  - ✓ Chagall: Over Vitebsk — 5
- from Mr. Rubin's office
- ✓ Gris: Guitar and Flowers
  - ✓ Gris: Chessboard —
  - ✓ Gris: Breakfast
  - ✓ Gris: Still Life — NW?
  - ✓ Gris: Grapes and Wine

Please let me know if there are any problems.  
THANKS.

Cora

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## The Museum of Modern Art

**To** Registrar  
**From** Cora Rosevear  
**Date** November 27, 1972  
**Re** Second Floor

Dear Doug:

Here is one addition for tomorrow morning, Gallery 5 (Léger, etc.)

49.65 Léger: Mural Painting 71 x 31 $\frac{1}{4}$ "

I think it should be in the Study Center.

Thanks.

C.

*Doug*

|                                       |             |                |
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11/27/72

Lobby → II

Leger: Three Women

II - frame shop

Picasso: Guitar

" : Bowl of Fruit

Kokoschka: Self-Portrait

Rouault: 3 Figures

Kirchner: Street Berlin

Macke: Lady in a Park

Tawlenky: Head

II → Pat Houlihan

Lipchitz: Man w/ Guitar

Baranoff-Rossiné: Symphony No 1.

NW → II

Matisse: 5 Jeannette heads.

II - Danny Clarke

pedestal for Baranoff-Rossiné

|                                       |             |                |
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## The Museum of Modern Art

**To** Registrar  
**From** Cora Rosevear  
**Date** November 26, 1972  
**Re** for Monday, November 27th

Dear Doug:

Here are some things which we will need to have done Monday morning, first thing:

1. Deliver the Picasso: Guitar (pinned paper 384.55) taken from the Monet Gallery to the Frame Shop
2. Deliver the Baranoff-Rosinée Symphony Number I and the Lipchitz Man with a Guitar from the Monet Gallery to Pat Houlihan
3. Deliver the Baranoff-Rosinée pedestal to the Carpenters Shop (it is now in Gallery 4)
4. Find de Chirico <sup>Great Metaphysician</sup> ~~Double Dream of Spring~~ (on a truck in the Monet Gallery??) and deliver it to the Third Floor for installation. It will replace the Magritte Bells which can be taken to the Study Center. Also bring to the Third Floor the de Chirico Double Dream of Spring from Mr. Rubin's office.

*Shanks.  
Cora*

*Rhembruck*

|                                       |             |                |
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*Handwritten signature/initials*

## The Museum of Modern Art

To David Vance  
 From Cora Rosdvear  
 Date November 22, 1972  
 Re Second Floor

Dear David:

Here is the list of works to be assembled on Friday and left on trucks in the Monet room for possible use on Sunday. I don't know where all the works are, but presumably either in the Monet room already, in the Frame Shop, Mezz. or Study Denter. Good luck:

FOR GALLERY 5

- ~~Léger: Exit the Ballets Russes~~
- ~~Léger: Contrast of Forms~~
- ~~Léger: Three Musicians~~
- ~~Léger: Umbrella and Bowler~~
- ~~Léger: Baluster~~
- ~~Léger: Bargeman~~
- ~~Léger: The City (Study)~~
- ~~Léger: Propellers~~
  
- ~~Picasso: Three Women at the Spring~~
  
- ~~Belling: Sculpture and pedestal and vitrine~~

FOR GALLERY 6

- Beckmann: Family Picture
- ~~Nolde: Christ Among Children~~
- ~~Nolde: Flowers~~
- ~~Nolde: Russian Peasants~~
- ~~Macke: Lady in a Park~~
- ~~Rouault: Christ Mocked~~
- ~~Rouault: Clown~~
- ~~Rouault: Woman at a Table~~
- ~~Rouault: Three Judges~~
- ~~Jawlensky: Head~~ Frame Shop or Mezz.
- ~~Jawlensky: Meditation Yellow~~
- ~~Schiele: Nude with Stockings~~
- ~~Schiele: Prostitute~~
- ~~Kokoschka: Dr. Ev. Sanders~~ Mezz.
- Kokoschka: Portrat of Dr. Tietze etx.
- ~~Kokoschka: Self Portrait~~
- ~~Schmidt-Rottluff: Houses at Night~~ Frame Shop?
- ~~Kirchner: Street, Berlin~~
- ~~Kirchner: Street Dresden~~

|                                       |             |                |
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## The Museum of Modern Art

To: Registrar  
From: Cora Roosevelt  
Date: November 22, 1972  
Subject: Second floor Reinstallation  
Sunday

### In the Mondrian Gallery against the wall:

La Fresnay: Conquest of the Air.  
Picasso: Les Demoiselles ...  
Picasso: Three Musicians.

### In the Monet Gallery:

#### In the Monet Gallery:

two picture trucks for gallery 2 (incl. the two Cezanne watercolors)  
two picture trucks for gallery 3  
two picture trucks for gallery 4  
one flat truck with small sc. (Guitar, Woman's head, Absinthe)

the Laurens is one the black settee (square one)

In the northwest corner of the gallery: Baranoff-Rosinée  
Lipchitz

At the left end of the window: pedestal for Absinthe (Mrs. Smith's) (with white gloves for handling).

### FOR GALLERY 5

La Fresnay: Conquest of the Air  
Picasso: Les Demoiselles ...  
Picasso: Three Musicians

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## The Museum of Modern Art

To Registrar cc : Sara Mazo  
From Cora Rosevear  
Date November 22, 1972  
Re Second Floor Reinstllation

Dear Doug:

Here are the works which should be assembled for installation on Sunday,  
November 26:

### FOR GALLERY 3

- ✓ Picasso: Les Demoiselles d'Avignon
- ✓ Picasso: Woman in a Chair 23.53
- ✓ Picasso: Still Life with Liqueur Bottle 147.51
- ✓ Picasso: Fruit Dish 203.44
- ✓ Picasso: Sheet of Studies 22.68
- ✓ Picasso: Repose 575.70
- ✓ Picasso: Head of a Woman (Gimbel) 689.71
- ✓ Picasso: Two Nudes 1.58
- ✓ Picasso: Study for Two Nudes 5L 70.1096
- ✓ Picasso: Architect's Table
- ✓ Picasso: Ma Jolie 176.45
- ✓ Picasso: Violin and Grapes 32.60
- ✓ Picasso: Figures in a Forest 28.57
- ✓ Picasso: Brooding Woman 4.56a
- ✓ Picasso: Head (gouache) 12.30 ~~6th Floor Exec. Dining Room?~~
- ✓ Picasso: Head of a Man, Study for Demoiselles 14.52
- ✓ Picasso: Sleeping Peasants 148.51
  
- ✓ Braque: Road near l'Estaque 103.43
- ✓ Braque: Soda 8.42
- ✓ Braque: Man with a Guitar

### FOR GALLERY 4

- ✓ Picasso: Guitar 384.55 (pinned paper on canvas)
- ✓ Picasso: Man's Head 640.67
- de La Fresnaye: Conquest of Air
- ✓ Braque: Guitar 304.47

continued...

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for Sunday, November 26

Page 2

✓ped ✓Lipchitz: Man with a Guitar  
and painted pedestal from Pat Houlihan

✓Picasso: Harlequin

✓Picasso: Card Player 177.45

✓ped ✓Batanoff-Rossinée: Symphony Number 1  
and painted pedestal from Pat Houlihan

✓Picasso: Three Musicians

✓Picasso: Green Still Life 12.34

✓ped? ✓Picasso: Glass of Absinthe  
and pedestal

✓Picasso: Guitar sheet metal sculpture

✓ped ✓Picasso: Woman's Head bronze  
and painted pedestal

✓Picasso: Two Heads (Fernande) 197.64

✓Picasso: Study for a Construction 754.43 Drawings Dept.

✓Laurens: Head 263.37

If there are any areas which you can not get into to collect works on Friday, will you please get those works today (ex. 6th Floor Dining Room, Sculpture Conservation, Study Center?? etc.)

Many thanks.

C.

|                                       |             |                |
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**The Museum of Modern Art**

To Registrar cc : Sara Mazo  
 From Cora Rosevear  
 Date November 21, 1972  
 Re Second Floor reinstatement

Dear Doug:

Here is the list of works needed for installation on Wednesday morning, November 22:

GALLERY 1

- ✓ Renoir: Reclining Nude
- ✓ Cézanne: Pines and Rocks
- ✓ Cézanne: Chateau Noir
- ✓ Cézanne: Oranges
- ✓ Cézanne: Bather
- ✓ Cézanne: Still Life with Apples (Lobby)
- ✓ Cézanne: Foliage ~~(from Drawings)~~ *F.S. (from Drawings) Frame Shop*
- ✓ Cézanne: House Among Trees ~~(from Drawings)~~ *NW*
- ✓ Cézanne: Rocks at Chateau Noir
- ✓ van Gogh: Starry Night
- ✓ Gauguin: The Moon and The Earth
- ✓ Gauguin: Still Life with Puppies
- ✓ Seurat: Port-en-Bessin
- ✓ Seurat: Lady with a Parasol 271.48 (from Drawings)
- ✓ Seurat: Stone Breakers (from Drawings)
- ✓ Seurat: At the Café Concert Européen (from Drawings)
- ✓ Signac: Portrait of Fénéon
- ✓ Redon: Les Papillons
- ✓ Redon: Silence
- ✓ Redon: Roger and Angelica
- ✓ Degas: Dancers
- ✓ Degas: At the Milliners
- ✓ Redon - Vase of Flowers
- ✓ Seurat - Evening, Roufflers

GALLERY 2

- ✓ Ensor: Tribulations of St. Anthony
- ✓ Ensor: Makks Confronting Death (Frame Shop)
- ✓ Klimt: The Park
- ✓ Vuillard: Still Life *my 33 tel 95*

continued...

|                                       |             |                 |
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Wednesday, November 22

Page 2

The Museum of Modern Art

- ✓ Vuillard: Mother and Sister of the Artist
- ✓ Vuillard: Family of the Artist
- ✓ Bonnard: Breakfast Room
- ✓ Rousseau: Sleeping Gypsy — F.S. (Frame Shop)
- ✓ Rousseau: The Dream (Lobby)
- ✓ de Chirico: The Anxious Journey
- ✓ de Chirico: Double Dream of Spring — 5<sup>th</sup> (Rubin office)
- ✓ de Chirico: Nostalgia of the Infinite — May 31 86
- ✓ de Chirico: Great Metaphysician — 6<sup>th</sup> (6th Floor, Executive Dining Room)
- ? ✓ de Chirico: Toys of a Prince
- ✓ de Chirico: Gare Montparnasse — F.S. (Frame Shop)
- ✓ Munch: Anxiety (Print Room)
- ✓ Munch: Madonna (Print Room)
- ✓ O'Gonor: The Glade — JV
- ✓ Larche: Loie Fuller and new pedestal just painted

There are also new pedestals being made for the following works which also must be painted:

- ✓ Giacometti: Bust of a Woman
- ✓ Larche: Loie Fuller
- ✓ Larche: Standing Figure
- ✓ Larche: Sculpture

Also, the pedestals for the following works are on view in the Sculpture Dept. They must be painted and the pedestals must be painted before they are brought into the gallery. They will not be ready to install until the end of the month.

The work will be ready for display by the end of the month.

May 1986

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## The Museum of Modern Art

To **Else Martinus, Doug Robinson**

From Cora Rosevear

Date November 17, 1972

Re Second Floor - Pedestals to be painted

Dear Else and Doug:

Will you please arrange to have the pedestals for the Second Floor delivered to the appropriate place for painting them wall color. Listed below are the ones which used to be on view:

*Smith this morning to arrange pick-up of this piece*  
*it was returned to her the pedestal was "damaged"*

*The would also be here.*

**\*\*Picasso: Woman's Head** — *monet* *how long the piece*

**\*\*Lipchitz: Man with a Guitar** (sculpture itself with Pat Houlihan) *we 13*

**Vantongerloo: Construction of Volume Relations**

**Boccioni: Development of a Bottle in Space** — *monet*

**Matisse: Reclining Nude** — *monet*

**Belling: Sculpture** (keep vitrine stored safely) — *monet*

**Moholy-Nagy: Nickel Construction** (keep vitrine stored safely) — *monet*

There are also new pedestals being made for the following works which also must be painted:

**\*\*Baranoff-Rosinée: Symphony Number I**

**\*\*Larche: Loie Fuller**

**Lehmbruck: Standing Youth**

**Matisse: Serpentine**

Also, the pedestal for the Lehmbruck: Kneeling Woman, now on view in the Sculpture Gallery, Third Floor, must be repaired and repainted. *During installation in the sculpture* is being brought down to the Second Floor. Else, will you ask Danny to repair the edges, <sup>now</sup> please.

\*\* These pedestals are needed for Wednesday, November 22  
The rest are needed for Monday, November 27

Many thanks.

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THE MUSEUM OF MODERN ART Two white copies to be sent to the Registrar 24 hours or more in advance of collection or delivery; 4 days in advance for outgoing foreign shipments.

TO THE REGISTRAR:

Expect  from:  
 Collect  from: Mrs. Bertram Smith  
 Deliver  to: 907 Fifth Avenue  
 Release  to:

579-2075

DATE November 16, 1972  
 on (date): before next Wednesday  
 at (time):

Cora Rosevear

Doug Robinson (s: (artist, medium, size)

Value if needed for insurance or invoice

November 17, 1972

Picasso: Glass of Absinthe.

When I spoke to Mrs. Smith this morning to arrange pick-up of this piece she said that the last time it was returned to her the pedestal was "damaged" and that she had to have it "lacquered." She requested that if there is any damage to the pedestal this time, that the museum repair it before returning it to her.

She would also appreciate a note letting her know about how long the piece will be here.

cc: Bill Farnie  
Halim T.O. 5138  
7535-2079

PURPOSE For installation on the Second Floor. Mr. Rubin has arranged it with her.

CHARGES Collect  Prepaid  Bill to:

INSURANCE Ours  Theirs  Charge to:

VIA Railway Express  Parcel Post  Air Freight  Ship   
 Messenger: Ours  Theirs  Truck: Ours  Theirs

Department

P+S

Signed

Cora Rosevear

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**THE MUSEUM OF MODERN ART**

Two white copies to be sent to the Registrar 24 hours or more in advance of collection or delivery; 4 days in advance for outgoing foreign shipments.

**TO THE REGISTRAR:**

Expect  from:  
 Collect  from: Mrs. Bertram Smith  
 Deliver  to: 907 Fifth Avenue  
 Release  to:

879-3075

DATE November 16, 1972  
 on (date): before next Wednesday  
 at (time):

The following objects: (artist, medium, size)

Value if needed for insurance or invoice

Picasso: Glass of Absinthe (with pedestal and vitrine)

cc: Bill Farnie  
 Helen T.O., 5138  
 7535-2079

PURPOSE For installation on the Second Floor. Mr. Rubin has arranged it with her.

CHARGES Collect  Prepaid  Bill to:

INSURANCE Ours  Theirs  Charge to:

VIA Railway Express  Parcel Post  Air Freight  Ship   
 Messenger: Ours  Theirs  Truck: Ours  Theirs

Department P+S Signed Cora Rosevear

|                                       |             |                |
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## The Museum of Modern Art

To Collins Bruce

cc : Registrar *Doug* ✓  
Richard Palmer

From Cora Rosevear

Date November 15, 1972

Re Second Floor - Framing

Dear Collins:

With this memo I am asking the Registrar to deliver the following painting to you for reframing:

Rousseau: The Sleeping Gypsy 646.39 *the Sanders 2414.67*

Could you please do this one next as it is extremely important to have done for next week. Bill would like the new frame to be like the frame on the Rousseau: The Dream which is now installed in the center bay of the Main Lobby. Please call me if there are any problems at all.

Project Order 6488

Many thanks.

*Bill Farnie notified*  
*Not marked for reframing on*  
*master list - now stacked*  
*in Monet gallery.*

|                                       |             |                |
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## The Museum of Modern Art

To Collins Bruce

cc : Doug Robinson ✓  
Richard Palmer

From Cora Rosevear

Date November 15, 1972

Re Second Floor - Framing

Dear Collins:

With this memo I am asking the Registrar to deliver the following to you:

Kokoschka: Portrait of Dr. Emma Veronika Sanders 2414.67

The Frame should be #39 Dark Walnut with neutral spacer  
(like Jawlensky, van Dongen and Dufy on previous memo)

It is very important to label and save the old frame which will have  
to go back to the owners

Thanks.

Project Order 6488

*Doug - if  
will you  
score it?*

*Bill Farnie notified*

*Cora Rosevear*

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**THE MUSEUM OF MODERN ART**

Two white copies to be sent to the Registrar 24 hours or more in advance of collection or delivery; 4 days in advance for outgoing foreign shipments.

**TO THE REGISTRAR:**

Expect  from:  
 Collect  from: James Thrall Soby  
 Deliver  to: New Canaan, Conn.  
 Release  to:

DATE November 13, 1972  
 on (date): as soon as possible. Must  
 be this week  
 at (time):

The following objects: (artist, medium, size)

Value if needed for insurance or invoice

1077.69 de Chirico: Gare Montparnasse o/c

Oil on canvas

55 1/8 x 72 7/8

Nov 17

30-rented truck  
36-labor

\$70 total est

T.O. 5136

Lebron 274-0532

PURPOSE To be installed in the new Second Floor Collection's Galleries.

Mr. Rubin has spoken to Mr. Soby.

CHARGES Collect  Prepaid  Bill to: us

INSURANCE Ours  Theirs  Charge to: Museum

VIA Railway Express  Parcel Post  Air Freight  Ship

Messenger: Ours  Theirs  Truck: Ours  Theirs

Department Painting and Sculpture

Signed

Cara Rosewear

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TO FRAME SHOP

- ✓ Cezanne: Chateau Noir
- ✓ Cézanne: Still Life with Apples
- ✓ Gauguin: Moon and Earth
- ✓ Ensor: Masks Confronting Death
- ✓ Schmidt-Rottluff: Houses at Night.
- ✓ van Dongen: Modesko, Soprano Singer
- Derain: London Bridge
- ✓ Dufy: Sailboat at Sainte Adresse
- Derain: Window at Vers
- Klee: Fear
- Matisse: Memory of Oceania

TO ANTOINETTE KING

Picasso: Man with a Hat.

To megg - tel 95

- ✓ ~~Vuitland: Still Life~~
- ✓ [ Moholy-Nagy: Telephone Pies (small)
- "      "      "      " (large)

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TO LOBBY

- ✓ Cezanne: Still Life with Apples.
- ✓ Rousseau; The Dream.
- ✓ Picasso: Demoiselles.
- ✓ Matisse: Piano Lesson.
- ✓ Matisse: Red Studio.
- ✓ Picasso: Three Musicians.
- ✓ Chagall: I and the Village.

TO STUDY CENTER (will not be rehung)

- ✓ van Gogh: Hospital Corridor
- ✓ Seurat: Stone Breakers
- ✓ Seurat: At the Cafe Concert Européen
- Weber: Geranium.
- Gris; Violin and Engraving
- Gris: Still Life
- Carrà: Funeral of the Anarchist Galli.
- Lipchitz: Seated Man, and pedestal
- ~~Modigliani: Reclining Nudes~~
- Chagall: Time is a River
- Chagall: Birthday
- Schlemmer: Bauhaus Stairway.
- Dickinson: Composition with Still Life.



|                                       |             |                |
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-2079-

automobile delivery  
upper terrace

Wed Nov 8

- ✓ 1 dismantle recent ex - all to mezz
- ✓ 4 deliver Novelli Thurs Nov 9. 77x107
- ✓ 4 dismantles lobby Pottet 92x17'5 1/8" - fire tower → III slot
  - ✓ Florman → NW
  - ✓ Kelly → NW
  - ✓ Lipton → C
  - ✓ Motherwell → II slot
- ✓ 2 dismantle Mondrian gallery - all to mezz
- ✓ 3 cover Monets - plexi film - staple tape
  - 1:00 (pack Ernst)
  - ✓ Andre - C → garden way
  - assemble 6th floor works. - Tolson M.
  - picture trucks

Thurs Nov 9.

- ✓ remove Richard Smith → NW
- ✓ deliver Trustees Room Lat Am/African
- ✓ deliver: Kline Ptg No 2 236.69
- ✓ Motherwell: Elegy/Sp Rep; No 54 132.61

Fri Nov. 10

- remove from 6: Tapes → NW
- ✓ Goodnough → mezz
- ✓ Rivers → mezz
- ✓ Poussette-Dart → NW
- ✓ Gottlieb → III short slot
- ✓ Lat Am/African rejects → NW
- ✓ deliver lobby installation
- ✓ dismantle II

|                                       |             |                |
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17  
~~12~~  
~~34~~  
~~17~~  
204  
~~209~~

Tues 14  
~~Mon Nov 13~~

~~late?~~

✓ dismantle lobby

✓ moonbird  $\frac{7}{1}$  → garden

Andres → garden storage

clear mezz and study center

Wed Nov 15

rehang lobby

Fri Nov 17

Moore Installation

|                                       |             |                |
|---------------------------------------|-------------|----------------|
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Project order 6/8/71

Mondrian - dwg to dwg store  
~~Peter Bruy 6/8/71~~

Batens

Chamberlain  
Smith

9-10

Mitchell  
AC.

|                                       |             |                |
|---------------------------------------|-------------|----------------|
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rubber pads — Danny to cut

platforms 2 1-B, 1-C

movable fills 1 large B  
2 small — mezz — one w/INDL

pty trucks — 10 (2 on mezz)

2x4's 3 in B } — length?  
2 on mezz  
need 4 pairs

cover waterlilies

empty Mond. gallery

empty lobby / build wall

→ III → lobby — blockbusters

Dance 155 w/frame

Pollock 105<sup>3</sup>/<sub>8</sub> x 209<sup>1</sup>/<sub>2</sub>"

Miró 74<sup>3</sup>/<sub>4</sub> x 233<sup>3</sup>/<sub>4</sub>"

Int'l Council date? lobby / 6<sup>th</sup> flr

lintels  
slot.

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**THE MUSEUM OF MODERN ART**

Two white copies to be sent to the Registrar 24 hours or more in advance of collection or delivery; 4 days in advance for outgoing foreign shipments.

**TO THE REGISTRAR:**

Expect  from:  
 Collect  from: *MM 13th*  
 Deliver  to:  
 Release  to:

Mr. and Mrs. William Mazer  
 944 Fifth Avenue  
 New York, New York 10021  
 tel: ~~(business?)~~ UN 1-6570

DATE November 8, 1972

on (date): as soon as possible

at (time): Monday Nov 13, 1972

The following objects: (artist, medium, size)

Value if needed for insurance or invoice

Kokoschka: Dr. Emma Veronika Sanders

*2414.67*  
*d/c*  
*32 5/8 x 22 3/8*

*Halim*  
*T.O. 5129*

*cc: Fred Bocchi*

PURPOSE This is now a lend-back to the Mazers. Is being brought here  
for the new Second Floor installation. Mr. Rubin has confirmed  
this with the Mazers

CHARGES Collect  Prepaid  Bill to: 140-7535

INSURANCE Ours  Theirs  Charge to:

VIA Railway Express  Parcel Post  Air Freight  Ship   
Messenger: Ours  Theirs  Truck: Ours  Theirs

Department Painting and Sculpture Signed Cora Rosewear

|                                       |             |                |
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# The Museum of Modern Art

To Registrar  
 From Cora Rosevear  
 Date November 6, 1972  
 Re Main Lobby - Reinstallation

Dear Doug:

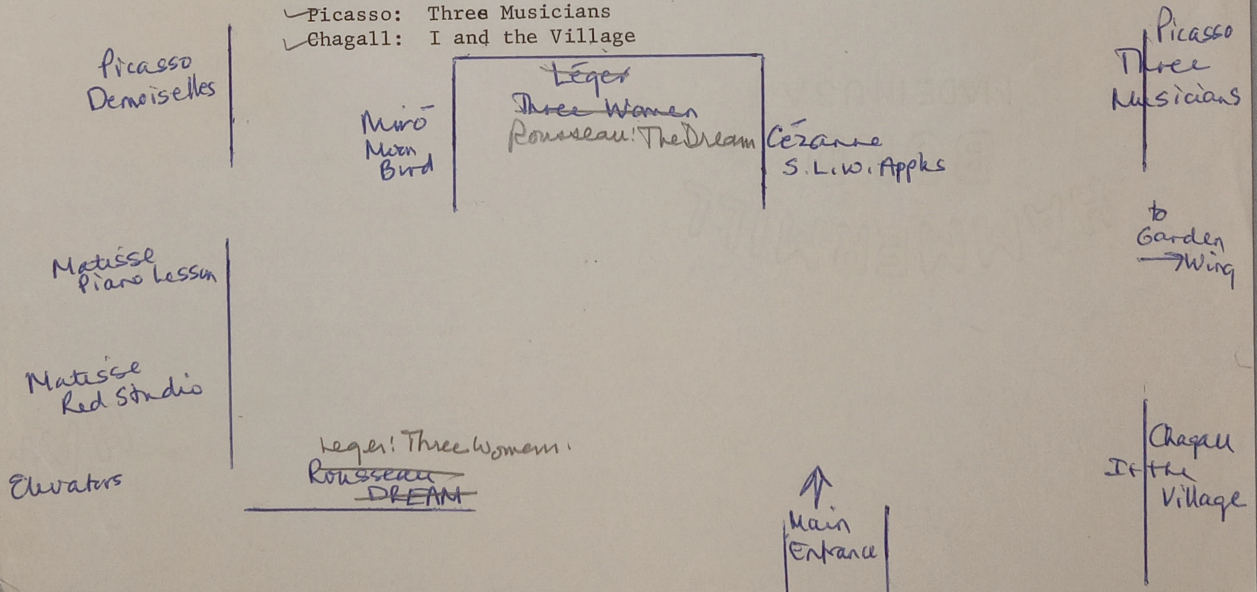
Here is a summary and sketch of the rehangng of the Main Lobby which will take place Wednesday morning:

Please Remove:

- ✓ Mitchell: Ladybug *5c*
- ✓ Pettet: Untitled *3 slot*
- ✓ Motherwell: Open (orange) *2 slot*
- ✓ Lipton: Manuscript (and store with pedestal) *c*
- ✓ Kelly: 64 Panels *wrap - 5c*
- ✓ Hinman: Poltergeist *- 5c*

Please Deliver (from the Second Floor):

- ✓ Rousseau: The Dream
- ✓ Matisse: Red Studio
- ✓ Matisse: Piano Lesson
- ✓ Picasso: Demoiselles
- ✓ Léger: Three Women
- ✓ Cézanne: Still Life with Apples
- ✓ Picasso: Three Musicians
- ✓ Chagall: I and the Village





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Sec

## The Museum of Modern Art

**To** David Vance  
**From** Cora Rosevear *CR*  
**Date** November 6, 1972  
**Re** Second Floor reinstatement - Dismantling

 *frame shop*

 *study center  
(not to be rehung)*

 *keep acc  
(mfr)*

Dear David:

Here is a complete list of the works now hanging on the Second Floor which must be taken down next Wednesday, November 8th. All of them will be used in the reinstatement except where indicated. I have also noted which works must be kept accessible for reframing.

| <u>Artist and Title</u>                | <u>To be Reframed</u> | <u>Other</u>    | <u>Will not be rehung</u> |
|--|-----------------------|-----------------|---------------------------|
| Renoir: Nude                           |                       |                 |                           |
| Vuillard: Family of the Artist         |                       |                 |                           |
| Cezanne: Pines and Rocks               |                       | keep accessible |                           |
| ✓ Cézanne: Chateau Noir                | XX                    |                 |                           |
| Cézanne: Oranges                       |                       |                 |                           |
| Cézanne: Bather                        |                       |                 |                           |
| Cézanne: Still Life with Apples        | XX                    | Lobby           |                           |
| van Gogh: Starry Night                 |                       |                 |                           |
| ✓ van Gogh: Hospital Corridor          |                       |                 | XX NW                     |
| ✓ Gauguin: The Moon and the Earth      | XX                    |                 |                           |
| Gauguin: Still Life with Three Puppies |                       |                 |                           |
| Seurat: Evening, Honfleur              |                       |                 |                           |
| ✓ Seurat: Stone Breakers               |                       |                 | XX = Dwg Stg              |
| ✓ Seurat: At the Cafe Concert Européen |                       |                 | XX                        |
| Seurat: Port-en-Bessin                 |                       |                 |                           |
| Ensor: Tribulations of St. Anthony     |                       | keep accessible |                           |
| ✓ Ensor: Masks Confronting Death       |                       |                 | XX to F.S. 11/13          |

|                                       |             |                |
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Second Floor Dismantling - Page 2

| <u>Artist and Title</u>                                | <u>To be Reframed</u> | <u>Other</u> | <u>Will not be rehung</u>              |
|--|-----------------------|--------------|--|
| Dégas: Dancers   |                       |              |  |
| Degas: At the Milliners                                |                       |              |  |
| ✓ de Chirico: Nostalgia of the Infinite                |                       |              | { keep accessible<br>to mag 3 - til 86 |
| de Chirico: The Anxious Journey                        |                       |              |  |
| Rousseau: The Dream                                    |                       |              | to Lobby                               |
| Rousseau: Sleeping Gypsy                               |                       |              |  |
| Redon: Les Papillons                                   |                       |              |  |
| Redon: Silence   |                       |              |  |
| Redon: Vase of Flowers                                 |                       |              |  |
| Redon: Roger and Angelica                              |                       |              |  |
| Munch: Two Beings (the Lonely Ones)                    |                       |              | to print room 11/14/72                 |
| Munch: The Death Chamber                               |                       |              | " " " "                                |
| ✓ O'conor: The Glade                                   |                       |              | to Jean V.                             |
| Klimt: The Park  |                       |              |  |
| ✓ Vuillard: Still Life                                 |                       |              | to mag 3 - til 95                      |
| Vuillard: Mother and Sister of the Artist              |                       |              |  |
| Bonnard: The Breakfast Room                            |                       |              |  |
| ✓ Kokoschka: Hans Tietze and Erica Tietze-Conrat       |                       |              | { keep accessible<br>to mag 3 til 86   |
| Nolde: Christ Among Children                           |                       |              |  |
| Soutine: Dead Fowl                                     |                       |              |  |
| Soutine: The Old Mill                                  |                       |              |  |
| Soutine: Chartres Cathedral                            |                       |              |  |
| Rouault: Christ Mocked by <del>Children</del> Soldiers |                       |              |  |
| ✓ Schmidt-Roßluff: Houses at Night                     |                       |              | XX to FIS, 11/13                       |

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Second Floor Dismantling - Page 3

| <u>Artist and Title</u>                 | <u>To be Reframed</u> | <u>Other</u>  | <u>Will not be rehung</u> |
|---|-----------------------|---------------|---------------------------|
| Kirchner: Street, Dresden               |                       |               |                           |
| ✓van Dongen: Modesko, Soprano Singer    | XX                    | to F.S. 11/13 |                           |
| ✓Derain: London Bridge                  | XX                    |               |                           |
| ✓Dufy: Sailboat at Sainte Adresse       | XX                    | to F.S. 11/13 |                           |
| ✓Weber: Geranium                        |                       |               | XX NW                     |
| Picasso: Study for Two Nudes            |                       |               |                           |
| Picasso: Two Nudes                      |                       |               |                           |
| Picasso: Head of a Man                  |                       |               |                           |
| Picasso: Demoiselles                    |                       |               | Lobby                     |
| Picasso: Repose                         |                       |               |                           |
| Picasso: Fruit Dish                     |                       |               |                           |
| Picasso: Sheet of Studies               |                       |               |                           |
| Braque: Road near l'estaque             |                       |               |                           |
| Picasso: Still Life with Liqueur Bottle |                       |               |                           |
| Picasso: Woman's Head and pedestal      |                       |               |                           |
| Picasso: Woman in a Chair               |                       |               |                           |
| Braque: Soda                            |                       |               |                           |
| Braque: Man with a Guitar               |                       |               |                           |
| Picasso: "Ma Jolie"                     |                       |               |                           |
| Picasso: Architect's Table              |                       |               |                           |
| Picasso: Guitar                         |                       |               |                           |
| Picasso: Violin and Grapes              |                       |               |                           |
| Picasso: Man with a Hat 274.37          |                       |               | To Antoinette             |
| Picasso: Green Still Life               |                       |               |                           |
| Picasso: Card Player                    |                       |               |                           |
| Picasso: Harlequin                      |                       |               |                           |

|                                       |             |                |
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Second Floor Dismantling - Page 4

| <u>Artist and Title</u>                                     | To be<br><del>Reframed</del><br>Reframed | <u>Other</u> | <u>Will not be<br/>Rehung</u> |
|---|--|--------------|-------------------------------|
| Braque: Guirar  |  |              |                               |
| Léger: Contrast of Forms                                    |  |              |                               |
| Léger: Exit the Ballets Russes                              |  |              |                               |
| Gris: Chessboard  |  |              |                               |
| Gris: Breakfast   |  |              |                               |
| ✓Gris: Violin and Engraving                                 |  |              | XX                            |
| ✓Gris: Still Life   |  |              | XX                            |
| de La Fresnaye: Conquest of Air                             |  |              |                               |
| ✓Kupka: The First Step                                      |  |              |                               |
| ✓van Doesburg: Rhythm of a Russian Dance                    |  | me3          |                               |
| ✓van Doesburg: 7 studies for Rhythm of a Russian Dance      |  | me3          |                               |
| ✓Mondrian: Broadway Boogie Woogie                           |  | me3          |                               |
| Vantongerloo: Construction of Volume, Relations, and shelf  |  |              |                               |
| ✓Mondrian: Composition in Red, Blue and Yellow (Janis)      |  | me3          |                               |
| ✓Mondrian: Painting I                                       |  | me3          |                               |
| ✓Mondrian: Composition C                                    |  | me3          |                               |
| ✓Mondrian: Composition with Color Planes, V.                |  | me3          |                               |
| ✓Mondrian: Blue Facade                                      |  | me3          |                               |
| ✓Mondrian: Composition in Brown and Grey                    |  | me3          |                               |
| ✓Delaunay: Sun Disks  |  | me3          |                               |
| ✓MacDonald-Wright: Synchrony in Blue                        |  | me3          |                               |
| ✓Kandinsky: Panel 3   |  | me3          |                               |
| ✓Kandinsky: Panel 4   |  | me3          |                               |
| ✓Mernet: Pond and Covered Bridge                            |  | me3          |                               |
| Monet Room - works to be covered and protected with glasene |  |              |                               |

|                                       |             |                |
|---------------------------------------|-------------|----------------|
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Second Floor Dismantling - Page 5

| <u>Artist and Title</u>                                     | <u>To be Reframed</u> | <u>Other</u> | <u>Will Not be Rehung</u> |
|---|-----------------------|--------------|---------------------------|
| ✓ Carrà: Funeral of the Anarchist Galli                     |                       |              | XX ✓                      |
| Severini: Dynamic Hieroglyph of the Bal Tabarin             |                       |              |                           |
| Balla: Swifts   |                       |              |                           |
| Balla: Speeding Automobile                                  |                       |              |                           |
| Boccioni: Unique Forms of Continuity in Space, and pedestal |                       |              |                           |
| Boccioni: States of Mind: the Farewells                     |                       |              |                           |
| States of Mind: Those Who Go                                |                       |              |                           |
| States of Mind: Those Who Stay                              |                       |              |                           |
| Boccioni: The City Rises                                    |                       |              |                           |
| Boccioni: Dynamism of a Soccer Player                       |                       |              |                           |
| Boccioni: Development of a Bottle in Space, and pedestal    |                       |              |                           |
| Matisse: Blue Window  |                       |              |                           |
| Matisse: Music(study)                                       |                       |              |                           |
| Matisse: Bather   |                       |              |                           |
| Matisse: Dance and pedestal                                 |                       |              |                           |
| Matisse: The Moroccans                                      |                       |              |                           |
| Matisse: Piano Lesson -                                     |                       |              |                           |
| Matisse: Red Studio -                                       |                       |              | To Lobby<br>To Lobby      |
| Matisse: Gourds   |                       |              |                           |
| Matisse: Reclining Nude, and pedestal                       |                       |              |                           |
| Matisse: Goldfish and Sculpture                             |                       |              |                           |
| Braque: Woman with a Mandolin                               |                       |              |                           |
| Picasso: Three Musicians:                                   |                       |              | Lobby                     |
| Belling: Sculpture, and pedestal and vitrine                |                       |              |                           |
| Léger: Three Women  |                       |              | Lobby                     |
| Léger: Umbrella and Bowler                                  |                       |              |                           |
| Léger: Three Musicians                                      |                       |              |                           |

|                                       |             |                |
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Second Floor Dismantling - Page 6

| <u>Artist and Title</u>                           | <u>To be Reframed</u> | <u>Other</u>    | <u>Will Not be Rehung</u> |
|---|-----------------------|-----------------|---------------------------|
| Ozenfant: The Vases                               |                       |                 |                           |
| Le Corbusier: Still Life                          |                       |                 |                           |
| Davis: Lucky Strike                               |                       |                 |                           |
| Davis: Visa                                       |                       |                 |                           |
| Lipchitz: Seated Man, and pedestal                |                       | me <sub>3</sub> | XX                        |
| Modigliani: Reclining Nude                        |                       |                 |                           |
| ✓ Chagall: Time is a River                        |                       |                 | XX                        |
| ✓ Chagall: Birthday                               |                       |                 | XX                        |
| ✓ Derain: Window at Vers                          | XX                    |                 |                           |
| Chagall: I and the Village                        |                       | Lobby           |                           |
| ✓ Schlemmer: Bauhaus Stairway                     |                       |                 | XX                        |
| ✓ Klee: Fear                                      | XX                    |                 |                           |
| Klee: Portrait of an Equilibrist                  |                       |                 |                           |
| Klee: Equals Infinity                             |                       |                 |                           |
| Klee: Around the Fish                             |                       |                 |                           |
| Klee: Actor's Mask                                |                       |                 |                           |
| Klee: Vocal Fabric                                |                       |                 |                           |
| Feininger: Ruin by the Sea                        |                       |                 |                           |
| Gontcharova: Landscape 47                         |                       |                 |                           |
| Larionov: Rayonist Composition: Dom. of Red       |                       |                 |                           |
| Rodchenko: Line Construction                      |                       |                 |                           |
| Rodchenko: Non-Objective Painting: Black on Black |                       |                 |                           |
| Popova: Architectonic Painting                    |                       |                 |                           |
| Malevich: Woman with Water Pails                  |                       |                 |                           |
| Malevich: Private of the First Division           |                       |                 |                           |

|                                       |             |                |
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Second Floor Dismantling - Page 7

| <u>Artist and Title</u>  | <u>To be Reframed</u> | <u>Other</u> | <u>Will not be Rehung</u>   |
|--|-----------------------|--------------|-----------------------------|
| Malevich: Suprematist Composition (Flying Airplane)            |                       |              |                             |
| Malevich: Suprematist Composition: Red Square and Black Square |                       |              |                             |
| Malevich: Suprematist Composition: White on White              |                       |              |                             |
| Malevich: Suprematist Composition 1916-17?                     |                       |              |                             |
| Gabo: Head of a Woman  |                       |              |                             |
| El Lissitzky: Droun 19   |                       |              |                             |
| Pevsner: Bust  |                       |              | to NW for storage           |
| Kandinsky: Blue (Number 393)                                   |                       |              |                             |
| Kandinsky: Black Relationship                                  |                       |              |                             |
| El Lissitzky: Study for a page...                              |                       |              |                             |
| Moholy-Nagy: Nickel Construction, and pedestal and vitrine     |                       |              |                             |
| Moholy-Nagy: Telephone Picture                                 |                       |              |                             |
| ✓ Moholy-Nagy: Telephone Picture 92.71 (small)                 |                       |              | to me 3<br>to me 3 - til 95 |
| Chagall: Calvary   |                       |              |                             |
| Urteaga: Burial of an Illustrious Man                          |                       |              |                             |
| Siqueiros: Echo of a Scream                                    |                       |              |                             |
| Orozco: Zapatistas   |                       |              |                             |
| Tamayo: Animals  |                       |              |                             |
| Albright: Woman  |                       |              |                             |
| Grosz: The Poet Max Hermann-Neisse                             |                       |              |                             |
| Dix: Dr. Mayer-Hermann   |                       |              |                             |
| Balthus: Joan Miró...  |                       |              |                             |
| ✓ Dickinson: Composition <del>with</del> with Still Life       |                       |              | XX NW                       |

|                                       |             |                |
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Second Floor Dismantling - Page 8

| <u>Artist and Title</u>                                 | <u>To be Reframed</u> | <u>Other</u> | <u>Will Not be Rehung</u> |
|---|-----------------------|--------------|---------------------------|
| Hartley: Evening Storm, Schoodic Maine                  |                       |              |                           |
| Hopper: House by the Railroad                           |                       |              |                           |
| Wyeth: Christiana's World                               |                       |              |                           |
| Sheeler: American Landscape                             |                       |              |                           |
| Kuniyoshi: Self Portrait <del>as</del> as a Golf Player |                       |              |                           |
| Preddergast: April Snow, Salem                          |                       |              |                           |
| Marin: Lower Manhattan - 143n45'                        |                       |              |                           |
| Burchfield: The Night Wind                              |                       |              |                           |
| Demuth: Stairs, Provincetown                            |                       |              |                           |
| O'Keeffe: Lake George Window                            |                       |              |                           |
| Shaha: Willis Avenue Bridge                             |                       |              |                           |
| Hirshfield: Inseparable Friends                         |                       |              |                           |
| Kane: Self Portrait                                     |                       |              |                           |
| Pickett: Manchester Valley                              |                       |              |                           |
| Dove: Willows   |                       |              |                           |
| Blume: Elemonsina                                       |                       |              |                           |
| Blume: Insurrection                                     |                       |              |                           |
| Blume: The Eternal City                                 |                       |              |                           |
| Matisse: Memory of Oceania                              |                       | XX'          |                           |
| Picasso: Sleeping Peasants                              |                       |              |                           |
| ✓ Picasso: The Rape                                     |                       |              | to m <sub>33</sub> -tbl 4 |
| Picasso: Ricciotto Canudo                               |                       |              |                           |
| Picasso: Nessus and Dejanira                            |                       |              |                           |
| Picasso: Three Women at the Spring                      |                       |              |                           |

Please be sure to dismantle carefully and save all pedestals and vitrines. I have alerted Fred Coxen that you may need help from the Operations custodians in removing pedestals and labels. Please let Fred know if you do.

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Preliminary Schedule for Reinstallation of Painting and Sculpture Collection

|                              | Phase I (3rd Fl) |            | Phase II (2nd Fl) |                | Phase III (East Wing) |                                  |
|------------------------------|------------------|------------|-------------------|----------------|-----------------------|----------------------------------|
|                              | <u>April '72</u> | <u>May</u> | <u>June</u>       | <u>October</u> | <u>November</u>       | <u>January</u> / <u>February</u> |
| <u>3rd Floor</u>             |                  |            |                   |                |                       |                                  |
| Deliver wks to frame shop    | 3                |            |                   |                |                       |                                  |
| Dismantle 3rd Fl*            | 6&7              |            |                   |                |                       |                                  |
| Demolition                   | 10-11            |            |                   |                |                       |                                  |
| Construction walls           | 12-20            |            |                   |                |                       |                                  |
| Electrical work              | 17-25            |            |                   |                |                       |                                  |
| Taping and Painting          | 12 - 28          |            |                   |                |                       |                                  |
| Works del. to fl before      |                  | 1          |                   |                |                       |                                  |
| Picassos del fr GW           |                  | 2          |                   |                |                       |                                  |
| Installation begins/ends     |                  | 3-18       |                   |                |                       |                                  |
| Floor reopens                |                  | May 19     |                   |                |                       |                                  |
| *Painting galleries only     |                  |            |                   |                |                       |                                  |
| <u>Sculpture Gallery</u>     |                  |            |                   |                |                       |                                  |
| Pedestal requirements by     |                  | May 1      |                   |                |                       |                                  |
| Dismantle sculpture gallery  |                  | 25&26      |                   |                |                       |                                  |
| Demolition                   |                  | 30-31      |                   |                |                       |                                  |
| Construction vitrines etc.   |                  |            | 1-9               |                |                       |                                  |
| Electrical work              |                  |            | 5-9               |                |                       |                                  |
| Taping and Painting          |                  |            | 9-16              |                |                       |                                  |
| Bring works to floor         |                  |            | 16&19             |                |                       |                                  |
| Installation begins/ends     |                  |            | 19-23             |                |                       |                                  |
| Floor reopens                |                  |            | June 26           |                |                       |                                  |
| <u>2nd Floor</u>             |                  |            |                   |                |                       |                                  |
| Deliver works to frame shop  |                  |            |                   | Oct. 13        |                       |                                  |
| Dismantle 2nd Fl             |                  |            |                   | 30--1&2        |                       |                                  |
| Demolition                   |                  |            |                   | 3              |                       |                                  |
| Construction walls           |                  |            |                   | 6-10           |                       |                                  |
| Electrical work              |                  |            |                   | 8-14           |                       |                                  |
| Taping and painting          |                  |            |                   | 6-21           |                       |                                  |
| Framing completed by         |                  |            |                   | 13             |                       |                                  |
| Begin delivering works to fl |                  |            |                   | 13             |                       |                                  |
| Installation begins/ends     |                  |            |                   | 14-29          |                       |                                  |
| Floor reopens                |                  |            |                   | Nov. 30        |                       |                                  |

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## The Museum of Modern Art

To WILLIAM S. RUBIN

From Bernice Rose

Date Nov. 2, 1972

Re Picasso: Man with a Hat

cc: William S. Lieberman  
Antoinette King  
Betsy Jones  
Doug Robinson ✓  
Drawings: Conservation -  
Picasso: Artists

Late Tuesday in going through the second floor galleries I had looked at Man with a Hat and was alarmed by its condition -- it looked worse than usual to me. Antoinette checked it immediately and agreed. She would like to mend the tear immediately and rest it unmatted between blotters and keep it flat for a while. She agreed that it needed reframing with a deep spacer after resting.

I discussed this with Betsy yesterday (perhaps she mentioned it to you) and she told me that the second floor was closing next week and she would like to leave it up until then. However, if you don't mind, it should really come down before that.

Antoinette also told me that there are some new techniques being developed which may, if they work out, eventually effect a slight improvement in the stained part of the work but it does not seem likely that it will ever be possible to really alleviate the basic bad condition. For this reason it would be extremely desirable if you were to find a work which could rotate with Man with a Hat so that it does not remain on the wall for a long time at any one time. It should be rested flat on a regular basis. It would probably be desirable to leave it flat now for some time. When would you need it for re-installation?

|                                       |             |                |
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2nd Floor

460  
William S. Rubin

Richard Falmer

November 1, 1972

Reinstallation of 2nd Floor Painting  
Galleries - submission of Final Revised  
2nd Floor Plan

cc: Richard Gidenburg  
Richard Koch  
Matt Donepp  
Betsy Jones  
Charles Froom  
Richard Falmer  
✓ Registrar  
2ND FLOOR REINSTALLATION  
A+D  
↑

Dear Bill,

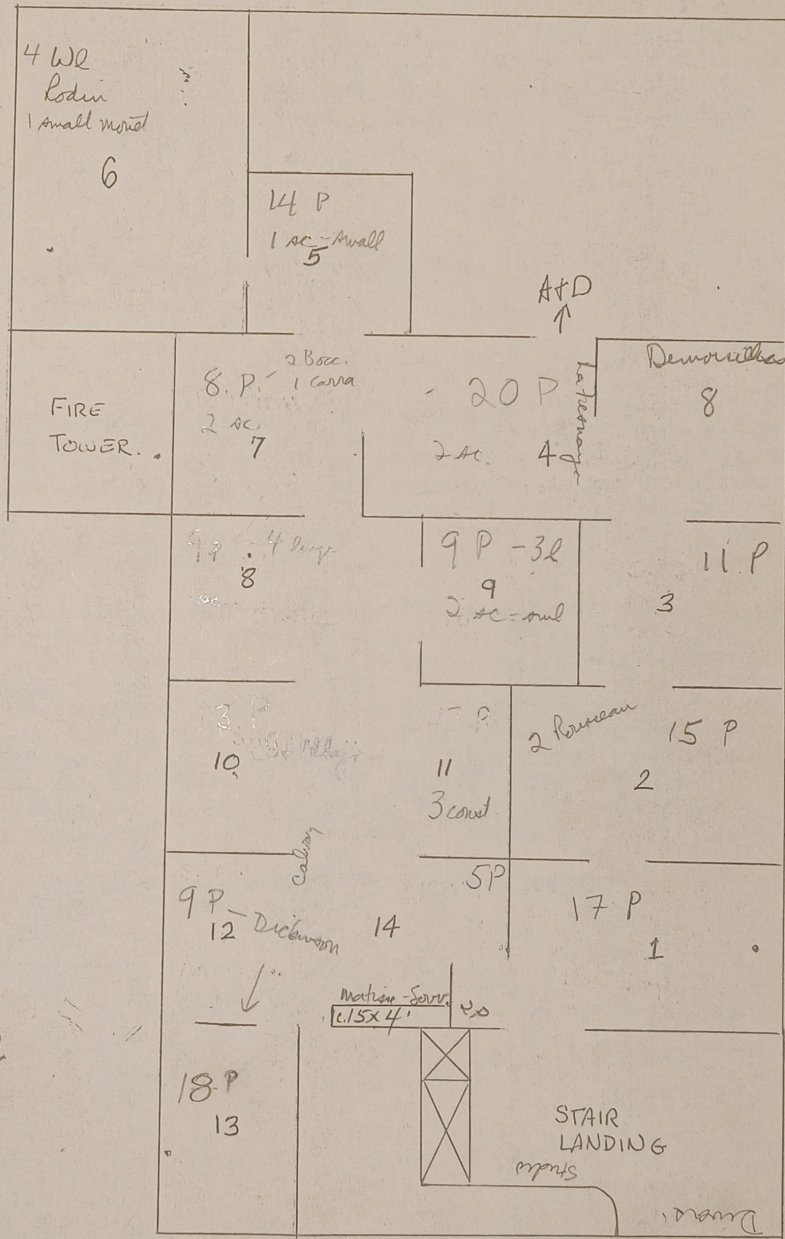
As I advised you on the telephone this morning, we have been able to temporarily hold up the filing of the revised 2nd Floor Plan until it can be amended to include the partition changes which were made at your meeting with Wilder Green on Monday. These changes will be re-drawn on the master plan which will then be inspected and stamped by Philip Johnson's office. Hopefully this can be done by early this afternoon so that Mr. Klein, the Expediter who will intercede on our behalf with the City Buildings Department, will be able to take the Revised Final Plan to the Building Department tomorrow morning.

It is extremely important that this be done as soon as possible if we expect to begin actual construction on the floor next week. As I noted, once the plans have been filed (and, hopefully, approved) we cannot make any major changes in them without going through this whole process again. It is therefore essential to let Wilder know the status of our plans at this point - that we are actually filing them with the Building Department - so that he will not waste any more of his time contemplating further changes. Unless there is a hitch with the Building Department, I imagine there wouldn't be much point in having another meeting with Wilder next week - unless it were to discuss strictly "installation" rather than structural questions.

176 P  
I am sending copies of this memo to Richard Koch and Matt Donepp to enquire as to how we should plan to proceed with the revision of the 3rd Floor Sculpture Gallery space as well since we had, as you know, originally intended that this work would immediately follow the 2nd Floor work.

|                                       |             |                |
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2nd FLOOR



176 ptg  
11 sc  
+ Moret gallery

|                                       |             |                |
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Matt Donepp

cc: Charles From, William S. Rubin, Betsy Jones,  
Registrar, REINSTALLATION OF THE COLLECTION file,  
RP PENDING

Richard Palmer

September 19, 1972

Reinstallation of the Painting and Sculpture Collection

Dear Matt,

Several months ago you mentioned to me that you foresaw the possibility of a conflict between the work which will be involved in reinstalling the Painting and Sculpture Collection on the 2nd Floor and in the sculpture gallery and other work which will be involved in rennovating certain departmental and study areas within the Museum. Since I am not involved in any way in the planning and scheduling of the rennovation I have no way of knowing if you might have worked out a solution - through use of outside contractors etd. - to this conflict.

However, now that Bill Rubin is back I expect we will be getting together in the very near future to work out a detailed schedule for the reinstallation. At present it is still scheduled to begin on October 30 and run through November 27 although I believe we may need to postpone it slightly - possibly by a week or so - because of changes which were made in our first floor installation schedule subsequent to the designation of the reinstallation dates. Although I will not know exactly until plans are drawn up, I expect the reinstallation will involve a fair amount of new construction, complete repainting of both areas, and considerable labor on the part of the Registrar and Installation Custodians in the removal and eventual rehanging of works of art.

Could you let me know soon if you anticipate any conflict in the work schedules of the production staff?

SCHEDULE FOR REINSTALLATION OF THE COLLECTION  
 2ND FLOOR PAINTING GALLERY  
 Date: Nov 8, 9, 10, 13, 14, 15, 16, 17, 20, 21, 22, 24, 27, 28, 29, 30  
 Prep. Staff: 8, 9  
 Gallery: 9  
 Page: 15  
 Date: Nov 15, 16, 17, 20, 21, 22, 24, 27, 28, 29, 30  
 Page: 15, 16, 17, 20, 21, 22, 24, 27, 28, 29, 30  
 Date: Nov 15, 16, 17, 20, 21, 22, 24, 27, 28, 29, 30  
 Page: 15, 16, 17, 20, 21, 22, 24, 27, 28, 29, 30

|                                       |             |                |
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## SCHEDULE FOR REINSTALLATION OF 2ND FLOOR PAINTING GALLERIES

| Date          | Prep.Stge.<br>Gallery | Dismantling | Demolition | Cartage | Deliv.Matr.<br>Constr. of<br>New Walls | Taping &<br>Painting | Electrical | Framing  | Installation | Light<br>Adjustment | Misc. |
|---------------|-----------------------|-------------|------------|---------|--|----------------------|------------|----------|--------------|---------------------|-------|
| Wed. Nov 8    | 8                     |             |            |         |  |                      |            |          |              |                     |       |
| Thur. Nov 9   | 9                     |             |            |         |  |                      |            |          |              |                     |       |
| Fri. Nov 10   |                       | 10          |            |         |  |                      |            |          |              |                     |       |
| Mon. Nov 13   |                       |             | 13         |         |  |                      |            |          |              |                     |       |
| Tue. Nov 14   |                       |             |            | 14      |  |                      |            |          |              |                     |       |
| Wed. Nov 15   |                       |             |            |         | Ph.I 15                                | Ph.I 15              |            |          |              |                     |       |
| Thur. Nov 16  |                       |             |            |         | 16                                     | 16                   |            |          |              |                     |       |
| Fri. Nov 17   |                       |             |            |         | 17                                     | 17                   |            |          |              |                     |       |
| Mon. Nov 20   |                       |             |            |         | 20                                     | 20                   |            | Ph.I 20  |              |                     |       |
| Tue. Nov 21   |                       |             |            |         | 21                                     | 21                   | Ph.I 21    |          |              |                     |       |
| Wed. Nov 22   |                       |             |            |         | 22                                     | 22                   | 22         |          | Ph.I 22      |                     |       |
| Thur. Holiday |                       |             |            |         |  |                      |            |          |              |                     |       |
| Fri. Nov 24   |                       |             |            |         | Ph.II 24                               | Ph.II 24             | 24         |          |              | (?) 26              |       |
| Mon. Nov 27   |                       |             |            |         | 27                                     | 27                   | Ph.II 27   |          |              | 27                  |       |
| Tue. Nov 28   |                       |             |            |         | 28                                     | 28                   | 28         | Ph.II 28 |              | 28                  |       |
| Wed. Nov 29   |                       |             |            |         |  | 29                   |            |          |              | 29                  | 29    |
| Thur. Nov 30  |                       |             |            |         |  | 30                   |            |          | Ph.II 30     |                     |       |
| Fri. Dec 1    |                       |             |            |         |  | 1                    |            |          |              | 1                   |       |
| Mon. Dec 4    |                       |             |            |         |  |                      |            |          |              | 4                   |       |
| Tue. Dec 5    |                       |             |            |         |  |                      |            |          |              | 5                   |       |
| Wed. Dec 6    |                       |             |            |         |  |                      |            |          |              | 6                   |       |
| Thur. Dec 7   |                       |             |            |         |  |                      |            |          |              | 7                   |       |
| Fri. Dec 8    |                       |             |            |         |  |                      |            |          |              | 7                   | 7     |

Note: Phase I-refers to work on South Galleries

Phase II-refers to work on North Galleries

If it proves possible to complete work as scheduled, South Galleries will open to the public on November 30  
North Galleries will open to the public on December 8

Goodwin Gallery-access to remain open throughout, with following exceptions:

closed part of day, Monday November 13, during demolition  
may be closed 1 or 2 days during week of November 20

|                                       |             |                |
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SCHEDULE FOR PROPOSED REINSTALLATION OF PAINTING AND SCULPTURE GALLERIES

|  |  |                   |
|--|--|-------------------|
| To be accomplished in three phases - PHASE I | Reinstallation of 3rd Floor Painting Galleries                                 | March-April, 1972 |
| PHASE II                                     | Reinstallation of 2nd Floor Painting Galleries and 3rd Floor Sculpture Gallery | Nov.-Dec., 1972   |
| PHASE III                                    | Reinstallation of painting and sculpture in 2/3 of the East Wing Gallery       | February, 1973    |

PHASE I - Reinstallation of 3rd Floor Painting Galleries  
 (Schedule cleared by staff involved and based on detailed plans worked out by William S. Rubin)

|   |   |                                     |
|---|---|-------------------------------------|
| Delivery of works to frame shop                               | by February 14                                    |                                     |
| Dismantling of 3rd Floor painting galleries                   | February 23, 24                                   | W-T-H - Name closer? (Sched Apr-10) |
| Demolition of walls   | February 25                                       | F - Yoko open 25                    |
| Construction of new walls                                     | February 26, 28, 29, Mar. 1, 2, 3, 6, 7, 8, 9, 10 |                                     |
| Electrical work   | March 2, 3, 6, 7, 8, 9, 10, 11                    | California open 1                   |
| Taping of new walls, painting of all walls and ceiling        | March 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17    | Morgan open 7                       |
| Delivery of works of art to floor                             | March 13 and continuing as required               |                                     |
| Installation begins/ends                                      | March 13, 14, 15, 16, 17, 20, 21, 22, 23          | Long open 14                        |
| Floor reopens to public                                       | March 24  |                                     |
| Galleries closed in stages for reintegration of Picasso works | April 3-14  |                                     |
| Floor opens to public in final form                           | April 14 (or earlier)                             |                                     |

PHASE II - Reinstallation of 2nd Floor Painting Galleries & 3rd Floor Sculpture Gallery  
 (Schedule tentatively cleared by staff involved, to be checked and revised as necessary after final floor plans are submitted during summer '72)

|                                  | <u>2nd Floor Galleries</u> | <u>3rd Floor Sculpture Gallery</u>  |
|----------------------------------|----------------------------|-------------------------------------|
| Deliver works to frame shop      | October 13                 |                                     |
| Provide pedestal requirements by |                            | October 16                          |
| Dismantle 2nd Floor              | October 30, Nov. 1, 2      |                                     |
| Dismantle sculpture gallery      |                            | November 13, 14                     |
| Demolition of walls, platforms   | November 3                 | November 15, 16                     |
| Construction of walls, vitrines  | November 6, 7, 8, 9, 10    | November 17, 18, 20, 21, 22, 27, 28 |

(continued)

|                                       |             |                |
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PHASE II - continued

|  | <u>2nd Floor Galleries</u>               | <u>3rd Floor Sculpture Gallery</u>     |
|--|--|--|
| Electrical work  | November 8,9,10,13,14                    | November 20,21,22,27,29                |
| Taping of new walls, painting of all walls and ceiling | November 6,7,8,9,10,13,14,15,16,17,20,21 | November 22,24,27,28,29                |
| Framing/pedestals completed by                         | November 13                              | November 28                            |
| Delivery of works of art to floor                      | November 13 and continuing as required   | November 29 and continuing as required |
| Installation of works                                  | November 14,15,16,17,20,21,22,27,28,29   | November 29,30<br>December 1,4,6,6     |
| Floors reopen  | November 30                              | December 7                             |

PHASE III - Installation of painting and sculpture in 2/3 of the East Wing Gallery  
(Schedule tentatively cleared by staff involved, to be checked and revised as necessary after final floor plans are submitted in December '72)

|   |  |
|---|--|
| Reframing and pedestal orders to shops by | January 8, 1973                        |
| Demolition of walls                       | February 2,5                           |
| Construction of new walls                 | February 6,7,8,9,12,13                 |
| Electrical work                           | February 8,9,12,13,14,15,16            |
| Taping and painting                       | February 8,9,12,13,14,15,16,20         |
| Framing completed by                      | February 20                            |
| Delivery of works of art to floor         | February 21 and continuing as required |
| Installation of works                     | February 21,22,23,26,27                |
| Gallery opens to public                   | February 28                            |

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The Museum of Modern Art

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

5138

Date November 17, 1972

Memorandum to Receiving and Shipping Room:

Hahn Brothers, Inc.

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.

231 East 55th Street

New York, New York

Attn: Miss Hughes

Date Received  
or Shipped

On Monday, November 20, 1972 at 11 a.m., please deliver the following  
~~FROM:~~ FROM: Mrs. Bertram Smith, 907 Fifth Ave, NYC  
TO: The Museum of Modern Art, 20 West 54th Street, NYC

Picasso: Glass of Absinth. Painted bronze, silver spoon, 8 1/2 h. x 6 1/2 W.  
NOTE: Please also pick-up the pedestal and vitrine for this piece.  
(292.56)

*Rec - 11/20/72*

~~FROM:~~

On Tuesday, November 21, 1972, between 9 and 11 a.m. please deliver the following:  
FROM: Mr. David Rockefeller, Tarrytown, NY.  
TO: The Museum of Modern Art, 20 West 54th Street, NYC

Signac: Portrait of Felix Feneon in 1890. Oil on canvas,

*Rec - 11-21-72  
Est \$ 150.00*

Purpose For installation on Second Floor.

Ordered by David Vance, Registrar

CUSTOMER: [Signature]

MOVER HANN BROS. FIREPROOF WAREHOUSES, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

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(Give to Customer Before Start of Job)

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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**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 AAcademy 2-3670 **6269**  
**NEW YORK CITY**

|  |  |
|--|--|
| NAME <u>Museum of Modern Art 5138</u> Tel. _____                         | TIME RECORD<br>Start <u>1:45</u> A.M. / P.M. <u>W.P.S.K.</u><br>Customer Initials<br>Finish <u>2:30</u> A.M. / P.M. <u>W.P.S.K.</u><br>Customer Initials |
| FROM <u>Mrs. Bertam Smith</u> Apt. _____<br><u>907 5th Ave. (72nd)</u>   |  |
| TO <u>20 W. 54th St.</u> Apt. _____                                      | JOB HOURS _____  |
| OTHER STOPS _____  | TRAVEL TIME _____  |
| MOVING DATE <u>11/20/72</u> DAY <u>Mon</u> TIME <u>11:00</u> A.M. / P.M. | TOTAL HOURS <span style="border: 1px solid red; display: inline-block; width: 40px; height: 20px; vertical-align: middle;"></span>                       |

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

| ESTIMATE OR REMARKS<br>(Approx. estimate—packing date—Instructions on job—or other info.) | RATES and DESCRIPTION   | CHARGES |
|---|---|---------|
| <u>Picasso Sculpture "Glass of Absinthe"</u>  | MOVING _____ hours @ \$ _____ per hr.   |         |
| <u>Very fragile - wrap carefully before leaving Apt. 12" high</u>                         | OVERTIME _____ hours @ \$ _____ per hr.   |         |
| <u>Vitrine and Pedestal for Sculpture</u>   | 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:<br>Amt. \$ _____ @ \$ _____ per \$100.00 |         |

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| Article | Value |
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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: [Signature]  
By: \_\_\_\_\_

TOTAL CHARGES \_\_\_\_\_  
Advance Deposit \_\_\_\_\_  
BALANCE DUE \_\_\_\_\_

**RECEIVED PAYMENT**  
MOVER: **HAHN BROS. FIREPROOF WAREHOUSES, Inc.**  
By: \_\_\_\_\_

**BILL OF LADING** TERMS: Charges Payable in Cash, Money Order, or Certified Check on Delivery.  
(Give to Customer Before Start of Job)

The Museum of Modern Art Archives, NY

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1002.3**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 relaxed 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 cooerage, 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, 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 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.

(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 will 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, out 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 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.

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Combined Uniform Household Goods Bill of Lading and Freight Bill — New York Commercial Zone.

**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 AAcademy 2-3670 **6270**  
**NEW YORK CITY**

|   |   |
|---|---|
| NAME <u>Museum of Modern Art 5138</u> Tel. _____                                  | TIME RECORD<br>Start <u>9:30</u> A.M. P.M. _____<br>Finish <u>1:15</u> A.M. P.M. _____<br>Customer Initials <u>PSH</u><br>Customer Initials _____ |
| FROM <u>David Rockefeller - Hudson Pines</u> Apt. _____<br><u>Pocantico Hills</u> |   |
| TO <u>20 W. 54th St.</u> Apt. _____   | JOB HOURS _____   |
| OTHER STOPS _____   | TRAVEL TIME _____   |
| MOVING DATE <u>11/21/72</u> DAY <u>Tues</u> TIME <u>9-11</u> A.M. P.M. _____      | TOTAL HOURS <span style="border: 1px solid red; display: inline-block; width: 50px; height: 20px; vertical-align: middle;"></span>                |

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

| ESTIMATE OR REMARKS<br>(Approx. estimate—packing date—Instructions on job—or other info.) | RATES and DESCRIPTION                        | CHARGES |
|---|--|---------|
| <u>Signac - Painting</u>  | MOVING _____ hours @ \$ _____ per hr.        |         |
|   | OVERTIME _____ hours @ \$ _____ per hr.      |         |
|   | CARTAGE _____ cu. ft. @ \$ _____ per cu. ft. |         |
|   | WEIGHT _____ lbs. @ \$ _____ per lb.         |         |
|   | PIANO CHGS. _____                            |         |
|   | OTHER _____                                  |         |

**VALUATION**  
 Customer (Shipper) is required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by their signature hereon to be NOT exceeding 30 ( ) cents per pound per article unless specifically excepted. The Customer (Shipper) hereby declares valuations in excess of the above limits on the following articles:

| Article | Value |
|---------|-------|
|         |       |
|         |       |
|         |       |
|         |       |

**IMPORTANT**  
 (SIGN BEFORE START OF ANY SERVICE)  
 The Shipper, subject to and based on the rates, rules, regulations, and conditions in the carriers lawfully published tariff hereby orders the carrier to furnish transportation facilities and service described herein subject to all conditions herein contained including valuation agreed or declared and the conditions on the back hereof which are hereby agreed to by the Shipper and accepted for himself and his assigns. Unless credit arrangements are made in writing the Shipper agrees to pay charges in cash, money order, or certified check prior to complete delivery.

CUSTOMER: \_\_\_\_\_  
 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: Ruth McIntosh  
 By: 1:20 PM - 11-21-72

|   |  |
|---|--|
| 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:<br>Amt. \$ _____ @ \$ _____ per \$100.00 |  |
| <b>TOTAL CHARGES</b>  |  |
| 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.**

|                                       |             |                |
|---------------------------------------|-------------|----------------|
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|                                       | MoMA Exhs.  | 1002.3         |

### 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 cooerage, 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, 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 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 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 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.

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Combined Uniform Household Goods Bill of Lading and Freight Bill — New York Commercial Zone.

**Hahn Bros. Fireproof Warehouses, Inc.**

N.Y.C.—M.T. No.      **East Side Warehouse**      **West Side Warehouse**  
 231-235 EAST 55th STREET      108-120 WEST 107th STREET      **6220**  
 Phone Plaza 3-3662      Phone Adams 3-3660

**TRANSPORTATION ORDER**

**The Museum of Modern Art**

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

**5136**

Date **November 15, 1972**

Memorandum to Receiving and Shipping Room:

**James Lebron**

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.

**57-19 32nd Avenue**

**Woodside, New York**

Date Received  
or Shipped

On Friday, November 17, 1972, please deliver the following  
**FROM: Mr. James T. Soby, New Canaan, Conn.**  
**TO: The Museum of Modern Art, 20 West 54th St., NYC**

de Chirico: Gare Montparnasse. Oil on canvas, 55 x 72 7/8" (1077.69)

*Rsc*  
*11-17-72*

*Est. 190.00*

Purpose **for 2nd floor re-installation**

Ordered by **David Vance, Registrar**

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Combined Uniform Household Goods Bill of Lading and Freight Bill — New York Commercial Zone.

**HAHN BROS. FIREPROOF WAREHOUSES, Inc.**

N.Y.C.—M.T. No. **231-235 EAST 55th STREET**  
East Side Warehouse  
Phone Plaza 3-3662

**108-120 WEST 107th STREET**  
West Side Warehouse  
Phone A Cadman 2-3650

**6220**

**TRANSPORTATION ORDER**

**The Museum of Modern Art**

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

**5129**

Date November 9, 1972

Memorandum to Receiving and Shipping Room:

Hahn Brothers, Inc.

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.

231 East 55th Street

New York, New York

Attn: Miss Hughes

Date Received  
or Shipped

On Monday, November 13, 1972 please deliver the following work  
FROM: Mr. and Mrs William Mazer, 944 Fifth Ave, NYC  
TO: The Museum of Modern Art, 20 West 54th Street, NYC

11/13/72

KOKOSCHKA: Dr. Emma Veronika Sanders. Oil on canvas,  
32 5/8 x 22 3/8" (2414.67)

Est 30.00

Purpose Has been on lend-back. To be used in 2nd floor installation.

Ordered by David Vance, R<sup>E</sup>g.

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Combined Uniform Household Goods Bill of Lading and Freight Bill — New York Commercial Zone.

**HANN 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 **6220**  
**NEW YORK CITY**

|   |  |
|---|--|
| NAME <u>Museum of Modern Art</u> Tel. _____                                 | TIME RECORD<br>Start <u>2</u> A.M. _____ P.M. _____<br>Customer Initials <u>W Mazer</u><br>Finish _____ A.M. _____ P.M. _____<br>Customer Initials _____ |
| FROM <u>William Mazer</u> Apt. _____<br><u>944 5th Ave.</u>                 |  |
| TO <u>20</u> Apt. _____<br><u>54th St.</u>                                  | JOB HOURS _____  |
| OTHER STOPS _____   | TRAVEL TIME _____  |
| MOVING DATE <u>11/13/72</u> DAY <u>Mon</u> TIME _____ A.M. _____ P.M. _____ | TOTAL HOURS <span style="border: 1px solid red; display: inline-block; width: 40px; height: 20px; vertical-align: middle;"></span>                       |

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

| ESTIMATE OR REMARKS<br>(Approx. estimate—packing date—Instructions on job—or other info.) | RATES and DESCRIPTION                        | CHARGES |
|---|--|---------|
| <u>Painting</u>   | MOVING _____ hours @ \$ _____ per hr.        |         |
| <u>Kokoschka: Dr. Emma</u>  | OVERTIME _____ hours @ \$ _____ per hr.      |         |
| <u>Veronika Sanders. (2414.62)</u>  | CARTAGE _____ cu. ft. @ \$ _____ per cu. ft. |         |
|   | WEIGHT _____ lbs. @ \$ _____ per lb.         |         |
|   | PIANO CHGS. _____                            |         |
|   | OTHER _____                                  |         |

**VALUATION**  
 Customer (Shipper) is required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by their signature hereon to be NOT exceeding 30 ( ) cents per pound per article unless specifically excepted. The Customer (Shipper) hereby declares valuations in excess of the above limits on the following articles:

| Article | Value |
|---------|-------|
|         |       |
|         |       |
|         |       |
|         |       |

**IMPORTANT**  
 (SIGN BEFORE START OF ANY SERVICE)  
 The Shipper, subject to and based on the rates, rules, regulations, and conditions in the carriers lawfully published tariff hereby orders the carrier to furnish transportation facilities and service described herein subject to all conditions herein contained including valuation agreed or declared and the conditions on the back hereof which are hereby agreed to by the Shipper and accepted for himself and his assigns. Unless credit arrangements are made in writing the Shipper agrees to pay charges in cash, money order, or certified check prior to complete delivery.

CUSTOMER: W Mazer  
 By: \_\_\_\_\_  
 MOVER: **HANN BROS. FIREPROOF WAREHOUSES, Inc.**  
 By: \_\_\_\_\_

**DELIVERY RECEIPT**  
 Except as specifically endorsed hereon  
 All services and all articles received in Good Condition

CUSTOMER: W Mazer  
 By: \_\_\_\_\_

|   |  |
|---|--|
| 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:<br>Amt. \$ _____ @ \$ _____ per \$100.00 |  |
| <b>TOTAL CHARGES</b>  |  |
| Advance Deposit   |  |
| BALANCE DUE   |  |

**RECEIVED PAYMENT**  
 MOVER: **HANN BROS. FIREPROOF WAREHOUSES, Inc.**  
 By: \_\_\_\_\_

The Museum of Modern Art Archives, NY

Collection:  
MoMA Exhs.Series.Folder:  
1002.3**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 received 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, 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 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 tender 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 or 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 reconsignee 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 reconsignee 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.